

**CITY OF MARATHON, FLORIDA
RESOLUTION 2015-002**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A REQUEST BY KEYS AFFORDABLE DEVELOPMENT, LLC.FOR A CONDITIONAL USE PERMIT PURSUANT TO CHAPTER 102, ARTICLES 13 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (LDRS) ENTITLED “CONDITIONAL USE PERMITS”, AUTHORIZING THE DEVELOPMENT OF FIFTY-ONE (51) ONE, TWO AND THREE BEDROOM APARTMENTS ON PROPERTIES LOCATED AT 73RD STREET OCEAN, WHICH ARE LEGALLY DESCRIBED AS LOTS 2,3,4,10,11 AND 16 OF REIMANN'S SUB PB2-145 AND LOTS 7, 8, 9 AND 10 OF FIELD'S SUBDIVISION, KEY VACA, MONROE COUNTY, FLORIDA; HAVING REAL ESTATE NUMBERS 00342030-000000, 00342040-000000, 00342050-000000, 00342110-000000, 00342160-000000, 00342290-000000, 00342300-000000, 00342310-000000 AND 00342320-000000. NEAREST MILE MARKER 51.

WHEREAS; Keys Affordable Development, LLC (The “Applicant”) filed an Application on September 19th, 2014 for a Conditional Use Permit and Development Agreement pursuant to Chapter 102, Articles 13 and 8 respectively of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS; the Applicant has proposed to develop fifty-one (51) one, two and three bedroom affordable apartments on sites previously developed as a non-transient motel/apartments; and

WHEREAS; the Applicant has entitlements on the project site for thirty-four (34) market rate residential units existing on site; and

WHEREAS; the Applicant must obtain fifty-one (51) affordable units, to be transferred via the Transfer of Building Rights (TBR's), BPAS process, or any other legally established process prior to building permit issuance. THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT AMENDMENTS DO NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY AFFORDABLE RESIDENTIAL UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT.

WHEREAS; City staff reviewed the Applicant's request for a Conditional Use Permit determining that the Applicant's project proposal was in compliance with the City's Comprehensive

Plan and Land Development Regulations (LDRs) and further that there was no substantial impact on the City's Level of Service (LOS); and

WHEREAS; on the 20th day of October 2014, the City of Marathon Planning Commission (the "Commission") conducted a properly advertised public hearing (the "Public Hearings") regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 respectively of the LDRs; and

WHEREAS; and on the 11th day of November, 2014 and the 13th day of January, 2015 the City Council (the "Council") conducted properly advertised public hearings (the "Public Hearings") regarding the request submitted by the Applicant, for a Conditional Use Permit pursuant to Chapter 102, Article 13 of the LDRs; and

WHEREAS; the City Council made a determination that the Applicant's request for a Conditional Use Permit, subject to the terms of the LDRs and with Conditions imposed, was in Compliance with the City's Comprehensive Plan and LDRs and further, that the approval is in the public interest, is consistent with its policy to encourage redevelopment in Marathon, and will further the health, safety and welfare of the residents of Marathon; and

WHEREAS; the purpose of the Conditional Use Permit is to allow for the integration of certain land uses and structures within the City of Marathon, based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses and on the basis of all zoning, subdivision and other ordinances applicable to the proposed location and zoning district,

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 2015-002, a copy of which is attached hereto as Exhibit "A", granting a Conditional Use Permit to Keys Affordable Development, LLC subject to the Conditions imposed. 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 approval by the State Department of Economic Opportunity.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 13th day of January 2015.

THE CITY OF MARATHON, FLORIDA


Chris Bull, Mayor

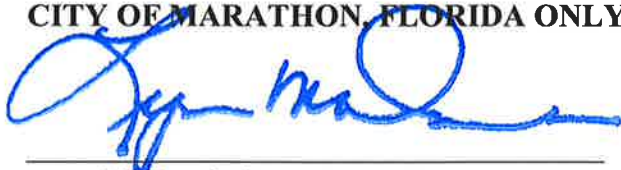
AYES: Zieg, Senmartin, Keating, Kelly, Bull
NOES: None
ABSENT: None
ABSTAIN: None

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



**CITY OF MARATHON, FLORIDA
CONDITIONAL USE
DEVELOPMENT ORDER # 2015-002**

A DEVELOPMENT ORDER OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A REQUEST BY KEYS AFFORDABLE DEVELOPMENT, LLC FOR DEVELOPMENT AGREEMENT PURSUANT TO CHAPTER 102, ARTICLES 8 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS (LDRS) ENTITLED “DEVELOPMENT AGREEMENT”, AUTHORIZING THE DEVELOPMENT OF FIFTY-ONE (51) ONE, TWO AND THREE BEDROOM APARTMENTS ON PROPERTIES LOCATED AT 73RD STREET OCEAN, WHICH ARE LEGALLY DESCRIBED AS LOTS 2,3,4,10,11 AND 16 OF REIMANN'S SUB PB2-145 AND LOTS 7, 8, 9 AND 10 OF FIELD'S SUBDIVISION, KEY VACA, MONROE COUNTY, FLORIDA; HAVING REAL ESTATE NUMBERS 00342030-000000, 00342040-000000, 00342050-000000, 00342110-000000, 00342160-000000, 00342290-000000, 00342300-000000, 00342310-000000 AND 00342320-000000. NEAREST MILE MARKER 51.

WHEREAS; Keys Affordable Development, LLC (The “Applicant”) filed an Application on September 19th, 2014 for a Conditional Use Permit and Development Agreement pursuant to Chapter 102, Articles 13 and 8 respectively of the City of Marathon Land Development Regulations (LDRs); and

WHEREAS; the Applicant has proposed to develop fifty-one (51) one, two and three bedroom affordable apartments on sites previously developed as a non-transient motel/apartments; and

WHEREAS; the Applicant has entitlements on the project site for thirty-four (34) market rate residential units existing on site; and

WHEREAS; the Applicant must obtain fifty-one (51) affordable units , to be transferred via the Transfer of Building Rights (TBR's), BPAS process, or any other legally established process prior to building permit issuance. THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT AMENDMENTS DO NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY AFFORDABLE RESIDENTIAL UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT.

WHEREAS; City staff reviewed the Applicant's request for a Conditional Use Permit determining that the Applicant's project proposal was in compliance with the City's Comprehensive

Plan and Land Development Regulations (LDRs) and further that there was no substantial impact on the City's Level of Service (LOS); and

WHEREAS; on the 20th day of October 2014, the City of Marathon Planning Commission (the "Commission") conducted a properly advertised public hearing (the "Public Hearings") regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 8 respectively of the LDRs; and

WHEREAS; and on the 11th day of November, 2014 and the 13th day of January, 2015 the City Council (the "Council") conducted properly advertised public hearings (the "Public Hearings") regarding the request submitted by the Applicant, for a Development Agreement pursuant to Chapter 102, Article 8 of the LDRs; and

WHEREAS; the City Council made a determination that the Applicant's request for a Conditional Use Permit, subject to the terms of the LDRs and with Conditions imposed, was in Compliance with the City's Comprehensive Plan and LDRs and further, that the approval is in the public interest, is consistent with its policy to encourage redevelopment in Marathon, and will further the health, safety and welfare of the residents of Marathon; and

WHEREAS; the purpose of the Conditional Use Permit is to allow for the integration of certain land uses and structures within the City of Marathon, based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses and on the basis of all zoning, subdivision and other ordinances applicable to the proposed location and zoning district,

FINDINGS OF FACT:

1. The applicant will redevelop the project site as set out in the project site plan allowing the Applicant to construct fifty-one (51) affordable units, to include an office, pool, gazebo, and covered picnic area (See Approved Site Plan – Exhibit A" and all Plans otherwise provided and approved, or approved as revised, as part of the Applicant's submittal):
2. In accordance with Section 102.77 of the Code, the Commission and Council considered and determined the Applicant met the following criteria:
 - a. The proposed use is consistent with the Comprehensive Plan and LDRs;
 - b. The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;
 - c. The proposed use shall not adversely affect the health, safety, and welfare of the public; and
 - d. The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and

e. Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:

1. Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;
2. Off-street parking and loading areas where required, with particular attention to item 1 above;
3. The noise, glare or odor effects of the conditional use on surrounding properties;
4. Refuse and service areas, with particular reference to location, screening and Items 1 and 2 above;
5. Utilities, with reference to location and availability;
6. Screening and buffering with reference to type, dimensions and character;
7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding properties;
8. Required yards and other open space;
9. General compatibility with surrounding properties; and

CONDITIONS IMPOSED:

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

Conditions of Approval

1. The applicant will obtain approval of final landscaping and mitigation plans (as needed) and lighting plans in coordination with the City Biologist prior to building permit issuance;
2. The applicant will provide fire protection plans in accordance with fire protection requirements as outlined by the City Fire Marshal;
3. The applicant will meet all floodplain related requirements as part of the Building Permit process;
4. The applicant will obtain City approval of the stormwater management system prior to Building Permit issuance;
5. The applicant will obtain City approval for wastewater management through the City's Wastewater Utility;
6. The applicant will obtain sign permits for any signs erected on the property, as required under the Code; and
7. Staff requires that upon planning review, if the redevelopment is found to have any effect on the Hammock Habitat, then the prescribed protection measures must be undertaken, and the information poster posted on site.
8. Should it be found that inadequate on-site parking causes a recurring traffic hazard or a

nuisance off-site, the owner shall be responsible for increasing the number of parking spaces or decreasing the need for parking spaces.

9. A Final Landscape Plan must be submitted showing the proper treatments and buffers, including the appropriate treatment types and trees.
10. A Final Site Plan must be submitted showing the buildings meeting the required setbacks, parking locations, and access drives.
11. The affordable units must be deed restricted prior to issuance of certificate of occupancy.
12. Two (2) side yards are required for stacked duplexes.
13. Townhouses are limited to ten (10) dwelling units per row, except for affordable housing.
14. The private yard area for rooftop balcony dwelling is provided by the roof or balconies of the structure.
15. The total area of the mixed-use or commercial apartments, including patios and access way shall not exceed the area covered by the ground floor and any covered walks or arcades.
16. Each unit shall have access to a balcony or patio that is separate from the access to the unit, provides adequate privacy and the size shall be two-tenths (2/10) of unit floor area or a minimum of 60 square feet in size.
17. The patio area may be wholly or partially replaced by the provision of a recreation yard provided on site. Recreational yards shall be a minimum one-tenth (1/10) of unit floor area.
18. The Applicant must obtain and transfer fifty-one (51) affordable housing units in excess of what the City has recognized as legally established on the property, to be transferred via the Transfer of Building Rights (TBR's), BPAS process, or any other legally established process prior to building permit issuance. THE APPROVAL OF THE REQUESTED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT AMENDMENTS DO NOT CONVEY OR GRANT A VESTED RIGHT OR ENTITLEMENT TO FUTURE ALLOCATIONS BY THE CITY OF ANY AFFORDABLE UNITS NOT CURRENTLY IN POSSESSION BY THE APPLICANT AS REFERENCED IN THE PROPOSED CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT.
19. The Conditional Use Development Order will constitute the Certificate of Concurrence for the project. The determination will be valid for one year.

VIOLATION OF CONDITIONS:

The applicant understands and acknowledges that it 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 Applicant or its successor or designee is in non-compliance with this Resolution 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; and
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;
 - (c) Supported its decision by substantial competent evidence of record; and
3. The Application for a conditional use is hereby GRANTED subject to the conditions specified herein.

EFFECTIVE DATE:

This development order shall not take effect for thirty (30) days following the date it is filed with the City Clerk, and during that time, the 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.

1/15/2015
Date

George Garrett
George Garrett
Director of Planning

This Development Order was filed in the Office of the City Clerk of this 15th day of Jan., 2015.

Hillary Palmer
Hillary Palmer
Diane Clavier, City Clerk

NOTICE

Under the authority of Section 102.79(c) 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 business license has been issued for the use or 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 one (1) year from the date of conditional use approval, 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.

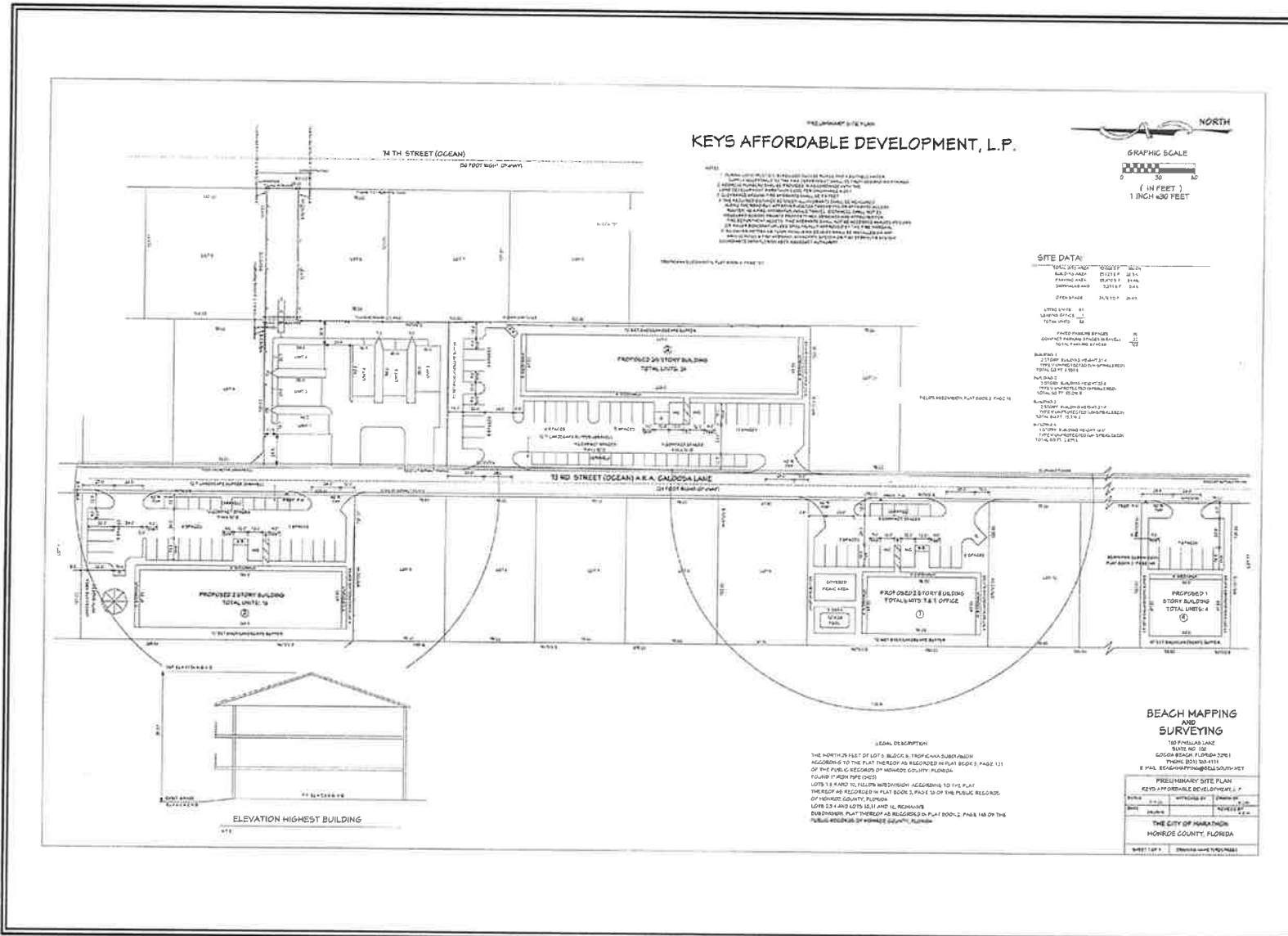
In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code, this instrument shall not take effect for forty-five (45) days following the rendition to the Florida Department of Community Affairs. During that forty-five days, the Florida Department of Economic Opportunity 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 4488 Heaton Park Trail,
this 15th day of Jan, 2015. Viera, FL 32955

Hillary Palmer
for Diane Clavier, City Clerk

EXHIBIT "A"



W

WANKLUS ARCHITECTURE
REGISTERED ARCHITECT
1400 GARDEN ROAD
SUITE 100
CORAL GABLES, FL 33134
TEL: 305.441.8888
WWW.WANKLUSARCHITECT.COM

JOHN P. WANKLUS, R.A.
REGISTERED ARCHITECT
1400 GARDEN ROAD
SUITE 100
CORAL GABLES, FL 33134
TEL: 305.441.8888
WWW.WANKLUSARCHITECT.COM

SITE PLAN

REVISIONS

NO.	DATE	DESCRIPTION

COPYRIGHT

THIS SITE PLAN IS THE PROPERTY OF WANKLUS ARCHITECTURE. IT IS TO BE USED ONLY FOR THE PROJECT AND LOCATION SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS SITE PLAN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF WANKLUS ARCHITECTURE.

LOCATION

1400 GARDEN ROAD
CORAL GABLES, FL 33134

BEACH MAPPING AND SURVEYING

180 PENNELL LANE
CORAL GABLES, FLORIDA 33131
PHONE 305.441.8888
E MAIL: JOE@WANKLUSARCHITECT.COM

PRELIMINARY SITE PLAN

KEYS AFFORDABLE DEVELOPMENT, L.P.

DATE: 10/12/2023
DRAWN BY: [NAME]
CHECKED BY: [NAME]

THE CITY OF PALM BEACH
MONROE COUNTY, FLORIDA

SHEET 1 OF 1

SP-1

1 OF 6

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

City of Marathon, Florida
Planning Department
9805 Overseas Highway
Marathon, Florida 33050

AGREEMENT AND DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

THIS AGREEMENT AND DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS ("Declaration") is made and entered into this 6 day of March, 2017 by and between **Keys Affordable Development LLC**, whose principal mailing address is 422 S. Hunt Club Blvd., Apopka, FL 32703 (Declarant") and the **City of Marathon**, a Florida municipal corporation, whose principal mailing address is 9805 Overseas Highway, Marathon, Florida 33050 (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 PAGE 8 ATTACHED AS EXHIBIT "A"

2. Declarant is the recipient of 25 RBPAS Exempt Affordable Housing Residential Units which must follow the Affordable Housing requirements pursuant to **Section 104.01 "Affordable Housing" and 107.06. (c) of the City of Marathon Land Development Regulations.**
3. In consideration of the Declarant's receipt of its Affordable Housing Residential Unit Allocation award, 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 104.01 "Affordable Housing" and 107.06 (c) of the City of Marathon Land Development Regulations (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 104.01 "Affordable Housing" and 107.06 (c) of the City of Marathon Land Development Regulations (as may be amended).
 2. **Impact Fees.** Under the provisions set forth in Chapter 111 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 111 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, XX 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. 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 the 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 the day and year first above written.

Signed, sealed and delivered
in the presence of:

DECLARANT

Jazmin A Lopez
Printed Name: Jazmin G Lopez

By: [Signature]
Printed Name: JEFF KAMMERUDE

Printed Name: _____

By: _____
Printed Name: _____

STATE OF FL
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 8th day of Dec by Jeff Kammerude, 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 to FL
Printed Name: Lorie Mullins
My commission expires:



Agreed and accepted this 6 day of March, 2017

THE CITY OF MARATHON, a Florida Municipal Corporation

By: 
Charles Lindsey, City Manager

ATTEST:

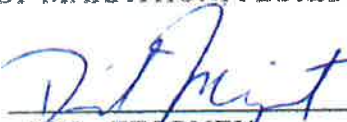


Diane Clavier
City Clerk

(City Seal)

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

BY:



CITY ATTORNEY

JOINDER, CONSENT, AND SUBORDINATION

The undersigned hereby certifies that _____ 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 encumbrance, which is recorded in Official Records Book _____ at Page _____ of the Public Records of Monroe County, Florida, shall be subordinated to the foregoing Declaration of Covenants, Conditions, and Restrictions (the "Declaration") for the two affordable housing dwelling units.

Signed, sealed, and delivered
in the presence of: _____

Print Name: _____

By _____
Name: _____
Its: _____

Print Name: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF _____

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

Notary Public, State of _____
Printed Name:
My commission expires:

Exhibit A

Lots 2,3,4, And 5 Of Reimanns Subdivision Plat Book 2-145, Key Vaca, Monroe County, Florida; Having Real Estate Numbers 00342030-000000, 00342040-000000, 00342050-000000, And 00342060-000000; Which Have Been Combined Under The Main Real Estate Number Of 00342030-000000