

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2015-032**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, APPROVING THE FINAL RANKING AND ALLOCATION OF THE MARKET RATE AND AFFORDABLE RESIDENTIAL DWELLING UNIT APPLICATIONS FOR PERIOD 2, YEAR 23 UNDER THE TEMPORARY RBPAS PROCEDURES PROMULGATED IN SECTION 107.07 G. 1. OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATIONS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of Marathon City Council (the “City”) reviewed the market rate and affordable residential dwelling unit application rankings for Period 2, Year 23 in compliance with the Temporary RBPAS Procedures promulgated in Section 107.07 G. 1. of the Land Development Regulations (the “LDRs”);

**WHEREAS**, City Staff initiated the call-down procedure contemplated under the Temporary BPAS Procedures promulgated in the LDRs; and

**WHEREAS**, the City conducted a properly advertised public hearing (the “Public Hearing”) regarding the proposed residential BPAS rankings, Period 2, Year 23 pursuant to Chapter 107 Article 1 of the LDRs.

**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.** Based upon the evidence and testimony presented by City Staff and members of the public, the City Council hereby finds:

**Residential Building Permit Allocation (RBPAS)**

(1) The Public Hearing was properly advertised and held, as required by law, and the Applicants and all interested parties concerned in the matter were given an opportunity to be heard; and

(2) Based upon the RBPAS Rankings shown in the staff recommendation, attached as “Attachment A” for the Market Rate RBPAS pools and “Attachment B” for the Affordable pools, the City Council awards SEVENTEEN (17) Market Rate and FOUR (4) Affordable Residential allocations based upon a willingness to build immediately; and

(3) The remaining RBPAS Applicants will retain their relative positions in the RBPAS ranking list and will be deferred in accordance with Section 107.07 of the LDRs.

**Section 3.** Based upon the above Findings of Fact, the City Council does hereby make the following Conclusions of Law:

(1) The RBPAS applications for Period 2, Year 23 of RBPAS have been processed in accordance with Chapter 107 Article 1 of the LDRs.

(2) In rendering its decision, as reflected in this Resolution, the City Council has:

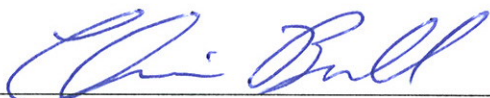
- (a) Accorded procedural due process;
- (b) Observed the essential requirements of the law; and
- (c) Supported its decision by substantial competent evidence of record.

(3) The attached RBPAS allocations are awarded.

**Section 4.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 24<sup>th</sup> DAY OF MARCH, 2015.**

**THE CITY OF MARATHON, FLORIDA**

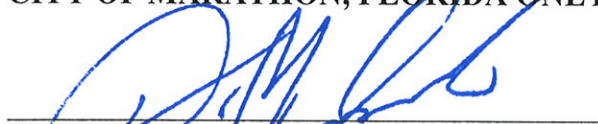
  
\_\_\_\_\_  
**Chris Bull, Mayor**

AYES: Keating, Zieg, Kelly, Senmartin, 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:**

  
\_\_\_\_\_  
City Attorney

Attachment A:  
 Ranking of BPAS Applications for Period 2 Year 23  
 January 14, 2015 to July 13, 2015

Market Rate General Pool													
RANK	ROGO:BPAS NUMBER	NAME	BPAS SCORE	DATE ENTERED	TIME ENTERED	DATE RE-ENTERED	TIME RE-ENTERED	# OF DEFERRALS	RE NUMBER	SUBDIVISION	BLOCK	LOT	
1	000001	County Granted	269						00238690-000000	EDMONDS ACREAGE TRACTS			
2	RM-0412/21-02	Wlake, Shane	62	12/12/2004	2:35 PM				00330650-000100	North Mavalon Shores	48	16	
3	RM-0601/19-01	Servais & Sweeney	59	07/19/2006	3:29PM				00527300-000000	Marathon Shores N. Part E		10	
4	RM-0408/09-03	Johnson, Marion	56	08/02/2004	10:45 AM			2	00104920-000000	Beet Key		10	
5	RM-0408/06-01	Schmidt, Lizzie	55	10/10/2004	11:00 AM				00364850-000000	Coco Palm	12	10	
6	RM-0408/09-11	Calvo, Jenis & Idgarr	55	09/20/04	5:28 PM			2	00363940-000000	Coco Palm Beach	5	50	
7	RM-12/06/07-01	Hershot, Tom & Carol	55	12/15/2001	10:11 AM				00333641-000200	Slipway Key	16	20	
8	RM-0611/08-01	Williams, Samuel	51	11/15/2006	1:18 PM				00347050-000000	Atlantic Shores	14	18	
9	RM-12/01/13-01	Aranda, Michael	49	07/13/2013	1:00 PM				00555250-000000	Sombrero Properties		2B	
10	RM-12/01/13-01	Aranda, Michael	49	07/13/2013	1:00 PM				00555250-000000	Sombrero Properties		5B	
11	RM-1410/19-01	Lewis, Randy	48	12/18/2014	2:57 PM				00360110-000000	Coco Palm Beach	9	11	
12	RM-1410/28-01	Zoumerhi, Pierre	46	10/28/2014	10:10 AM				00353970-000000	The Palms	3	7	
13	RM-1412/05-01	Bouzeah, Pierre	46	12/5/2014	12:08 PM				00355300-000001	Sombrero Properties		5C	
14	RM-1411/26-01	Acas, Randy	46	11/26/2014	12:10 PM				00346380-000000	Little Venice No.2		11B	
15	RM-1401/08-01	Romin, Katherine	46	01/02/2015	3:04 PM				00354400-000000	Beet Key	14	18	
16	RM-0408/05-09	Felling, Michael	40	05/12/04	3:02 PM				00376160-000000	Decott			
17	RM-0408/09-07	Hazuka, John	40	08/23/04	11:19 AM			2	00349680-000000	Gulfstream Shores		2	
18	RM-0408/09-10	Joulon, Aref	40	08/23/04	2:00 PM			2	00354380-000000	Waloriss	3	3	
19	RM-0408/18-01	Buflon, Emezi	40	08/18/2004	2:05 PM			1	00356600-000000	Flamingo Island Estates	14	16	
20	RM-0408/02-01	Gill, Renee	40	02/27/04	9:35 AM			1	00352680-000000	Waloriss	3	15	
21	RM-0408/07-01	Rodriguez, Jose	40	07/12/04	10:30 AM			1	00331061-000000	Sea Air Estates	H	8	
22	RM-0410/12-01	Cacclutti, John	40	10/12/2004	2:35 PM			1	00357041-000000	Sombrero Isle	1	20	
23	RM-0411/18-01	Brownold, Gregory & Janice	40	11/18/2004	8:00 AM				00373010-000000	Cram's		2F	
24	RM-0508/22-01	Repetto, John and Colleen	40	08/22/2005	8:40 AM				00354240-000000	Waloriss	M	20	
25	RM-0508/22-02	Repetto, John and Colleen	40	08/22/2005	8:41 AM				00353880-000000	Waloriss	M	2	
26	RM-0508/22-03	Repetto, John and Colleen	40	08/22/2005	8:43 AM				00353890-000000	Waloriss	J	7	
27	RM-0508/22-04	Repetto, John and Colleen	40	08/22/2005	8:44 AM				00353850-000000	Waloriss	J	8	
28	RM-0508/12-01	Kamph, Martin	40	09/12/2005	3:56 PM				00354350-000000	Waloriss	J	4	
29	RM-0508/22-01	Ferraro, Bruce	40	08/22/2005	4:25 PM				00340370-000000	Days	M	13	
30	RM-0511/07-01	Bennett, Mark & Debra	40	11/7/2005	10:33 AM				00105520-000000	Tingler's Island	2	6	
31	RM-0408/31-01	Young, Forrest A	40	03/31/2004	4:31 PM	12/4/2006	8:00 AM		00332641-000210	Slipway Key		1	
32	RM-0511/28-01	Perona, Bernard P	40	11/28/2005	11:17 AM				00320990-000100	Sombrero Sub #2		91	
33	RM-0510/16-01	Cisabrese, Mark & Laurie	40	10/16/2006	10:30 AM				00353690-000000	Waloriss		6	
34	RM-0511/13-05	Jaskich, David	40	11/13/2005	12:07 PM				00353720-000000	Waloriss	C	5	
35	RM-0501/26-01	Leid, Christine & William	40	1/26/2006	10:13 AM				00332310-000000	Venue	55	18	
36	RM-0502/08-01	Jamulowitz, Aaron	40	02/08/2006	12:00 PM				00353970-000000	Waloriss	4	7	
37	RM-0503/06-01	Hart, Mona	40	3/6/2006	1:45 PM				00364810-000000	Coco Palm Beach	K	5	
38	RM-07/03/13-01	J & S Real Estate Investment	40	07/13/2007	3:50 PM				00356060-000000	Flamingo Island	12	8	
39	RM-0602/14-01	Helé, Michael & Robin	40	02/14/2006	12:00 PM				00105240-001900	Treasure Island	1	52	
40	RM-0511/04-01	Gray, Ronald & Jeanne	40	11/4/2005	3:10 PM				00346480-000000	Little Venice		1	
41	RM-0511/08-01	Florida Keys Flamingo & Dovel	40	11/08/2006	9:59 AM				00342861-001000	Seascapes Villas		115	
42	RM-0511/17-02	BT Land LLC	39	11/17/2006	10:56 AM	01/02/2007	11:35 AM		00354000-000000	Waloriss		2	
43	RM-0408/09-13	Vedraane, David	38	09/23/04	5:25 PM			2	00355418-000100	Sombrero Anglers Club South	K	8	
44	RM-0510/28-01	Sand Dollars of the Keys, Inc	37	10/28/2005	2:30 PM				00347020-000000	Atlantic Shores		54	
45	RM-0508/19-02	Dulzaba, Dale	36	05/19/2005	12:29 PM				00352690-000000	Marinade		2	
46	RM-0510/18-01	Edlund, Steve	36	10/19/2006	1:30 PM				00373190-000000	Cram's	H	5	
47	RM-0408/16-01	Tobon, Frank	35	08/16/2004	8:00 AM	11/15/2004	5:00 PM		00350418-000100	Sombrero Anglers Club South	8	13	
48	RM-0511/08-01	Keys Ltd	35	11/8/2005	11:45 AM				00354420-000000	Waloriss		51	

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 January 14, 2015 to July 13, 2015

RANK	ROGO/BPAS NUMBER	NAME	BPAS SCORE	DATE ENTERED	TIME ENTERED	DATE RE-ENTERED	TIME RE-ENTERED	# OF DEFERRALS	RE NUMBER	SUBDIVISION	BLOCK	LOT
49	RM-04/06/05-08	Benton, Frank & Karen	54	8/3/2004	12:01 PM				00365390-000000	Coco Plum Beach		82
50	RM-06/11/02-01	Fleloch, Mark	54	11/2/2005	4:20PM				00366401-000309	Coco Plum Beach	14	16
51	RM-08/05/13-01	Fleloch, Mark	54	5/13/2008	9:50 AM				00366710-000000	Coco Plum	20	2A
52	RM-06/03/03-01	Butler, Cecil & Desn, William	53	3/3/2005	4:05PM				00354850-000000	Sombrero Fresh Village	21	62 & 63
53	RM-07/03/09-01	Dannels, David C	53	3/9/2007	10:45 AM				00352060-000000	Coral Colony	1	15
54	RM-07/02/05-01	Ayers, Michael & Natalie	52	2/5/2007	2:10 PM				00353690-000000	Waterloo		14
55	RM-04/12/21-01	Prato, Roger	52	12/21/2004	2:21 PM				00328900-000000	North Marathon Shores	H	9
56	RM-04/08/09-05	Haltman, John & Carol	51	8/8/2004	10:48 AM				00365410-000000	Coco Plum Beach	C	9
57	RM-05/10/05-01	Fordman, Todd & Leslie	50	10/5/2005	12:30 PM				00339910-000000	Sheryl		3
58	RM-05/04/13-01	Wood, Roger and Barbara	49	4/15/2005	8:30 AM				00338780-000100	Edmunds Acreage Tracts	A	12
59	RM-04/08/09-08	Nann, James	49	8/8/2004	11:25 AM	8/12/2005	1:15 PM	1	00355990-000000	Flamingo Island Estates	-	21, 10
60	RM-06/07/13-01	Smith, Mark	48	7/3/2006	10:06 AM				00364630-000000	Coco Plum	11	14
61	RM-07/03/07-01	Dougherty, Christopher	48	3/7/2007	11:20 AM				00356880-000000	Flamingo Island Estates	1	34
62	RM-07/03/09-02	Oshorne, Robert F	48	3/9/2007	4:40 PM				00319870-000000	Knights Key Village	3	10
63	RM-07/03/09-02	Oshorne, Robert F	48	3/9/2007	4:40 PM				00312870-000000	Knights Key Village	2	13
64	RM-07/03/09-03	Mitchen, James & Robin	48	3/9/2007	4:41 PM				00319880-000000	Knights Key Village	2	13
65	RM-07/03/09-03	Mitchen, James & Robin	48	3/9/2007	4:41 PM				00319880-000000	Knights Key Village	2	14
66	RM-07/03/09-04	Hayes, Scott & Erica	48	3/9/2007	4:42 PM				00319760-000000	Knights Key Village	2	14
67	RM-07/03/09-04	Hayes, Scott & Erica	48	3/9/2007	4:42 PM				00319760-000000	Knights Key Village	2	3
68	BM-07/10/10-01	Gray, Ronald	49	10/10/2007	2:29 PM				00364470-000000	Little Venice #2	2	3
69	BM-09/06/05-01	Torres, Luis & Maria Elena	47	6/3/2008	1:55 PM				00100750-001200	Est. Deer Key		134
70	RM-05/07/13-04	33 Southpoint, LLC	43	7/13/2005	7:50 PM				00358230-000104	Marina Homes at Seawatch	D	7
71	RM-05/07/13-05	33 Southpoint, LLC	43	7/13/2005	3:22 PM				00358230-000106	Marina Homes at Seawatch	-	4
72	RM-06/01/23-01	Seafman, Joseph	43	1/23/2006	2:00PM				00364790-000000	Coco Plum Boh	-	6
73	BM-08/03/07-02	Jacstrom, Bryan	42	3/7/2008	3:50 PM				00345780-000000	Little Venice	12	6
74	BM-11/07/07-02	Pescayo, Inc.	42	7/7/2011	2:31 PM				00363520-000200	Pescayo Village		46
75	BM-11/07/07-05	Pescayo, Inc.	42	7/7/2011	2:34 PM				00363520-000800	Pescayo Village	1	2
76	BM-11/07/07-01	Pescayo, Inc.	42	7/7/2011	2:30 PM				00363520-000100	Pescayo Village	1	8
77		Cerezo, Jorge (Serenity Cove)	42						00100280-000000			3
78		Cerezo, Jorge (Serenity Cove)	42						00100280-000000			3
79		Cerezo, Jorge (Serenity Cove)	42						00100280-000000			3
80		Cerezo, Jorge (Serenity Cove)	42						00100280-000000			3
81		Cerezo, Jorge (Serenity Cove)	42						00100280-000000			3
82		Cerezo, Jorge (Serenity Cove)	42						00100280-000000			3
83	BM-14/12/13-02	Lewis, Randy	41	12/15/2014	2:58 PM				00364150-000100	Coco Plum Beach	9	11
84	BM-11/14/14-01	Umerito, Bernard	41	1/14/2015	2:00 PM				00366950-000000			
85	RM-06/02/16-01	JPSF Investments LLC	39	3/16/2006	1:45PM				00358230-000105	Marina Homes at Seawatch	1	1
86	BM-11/07/14-01	Bolobanc, Emil & Janet	37	1/14/2013	2:00 PM				00102440-000000			5
87		Cerezo, Jorge (Serenity Cove)	37						00100280-000000			3
88		Cerezo, Jorge (Serenity Cove)	37						00100280-000000			3
89		Cerezo, Jorge (Serenity Cove)	37						00100280-000000			3
90		Cerezo, Jorge (Serenity Cove)	37						00100280-000000			3
91		Cerezo, Jorge (Serenity Cove)	37						00100280-000000			3





**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 MARKET RATE OWNER-OCCUPIED  
HOUSING RESTRICTIONS**

**THIS AGREEMENT AND DECLARATION OF MARKET RATE OWNER-OCCUPIED HOUSING RESTRICTIONS** (“Declaration”) is made and entered into this 14 day of MAY 2015, by and between Diana Jones, Lora Landry, whose principal mailing address is 7251 O/S Hwy Marathon FL (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 ATTACHED AS EXHIBIT “A”  
(Identify the number of pages of the attachment)

2. Declarant is the recipient of a Market Rate Owner-occupied Residential Unit Allocation pursuant to the City’s Residential Building Permit Allocation System (“RBPAS”).
3. In consideration of the Declarant’s receipt of its Market Rate Owner-occupied Residential Unit Allocation award, 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 Market Rate Owner-occupied 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 Market Rate Owner-occupied 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.

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 Market Rate Owner-occupied Housing Restrictions as set forth in the provisions of Section 107.06 (A) of the City of Marathon Land Development Regulations (as may be amended), including, but not limited to, the requirement that the Declarant must occupy the dwelling unit to be constructed on the Property for a minimum of two (2) 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 to which this covenant applies.

Upon finding of "good cause", as defined in Chapter 110 of the City of Marathon Land Development Regulations, the City Manager or his/her designee, shall have the right to waive the above-referenced minimum two (2) year occupancy requirements and the Declarant may sell the Property during the two year minimum occupancy period. However, at the time of closing, the Declarant shall only receive proceeds in an amount not to exceed the Shared Limited Equity ("SLE") as calculated using the indexed formula set forth below and the City of Marathon shall receive the difference between the SLE and the Owner's Net Proceeds ("ONP"), such proceeds to be used for affordable housing in the City.

For purposes of this Declaration,

SHARED LIMITED EQUITY ("SLE") equals OWNERS' NET PROCEEDS ("ONP")  
multiplied by INDEX

Where:

- (i) "ONP" is the net proceeds received by the Declarant for the sale of the dwelling unit located on the Property, at the time of closing; and
- (ii) "INDEX" shall be the percentage of increase (or decrease) for all expenditures as listed in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the U.S. Department of Labor, Bureau of Labor Statistics or any successor thereto, for the period of time that includes December 31 of the year in question as compared to the household median income reported for the period of time that includes December 31 of the previous year.



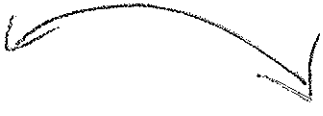
2. **Impact Fees.** Under the provisions set forth in Chapter 111 of the City Code, any persons, including any governmental agency, prior to receiving a building permit for any new land development activity shall pay “Fair Share Impact Fees”.
3. **City.** This Declaration is intended to benefit and run in favor to the City.
4. **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 market rate owner-occupied housing regulations in effect at the time of such order, and compelling the Property’s continuing compliance with the market rate owner-occupied 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.
5. **Term.** The restrictions, covenants and conditions of this Declaration shall run with the land for a term of two (2) 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 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.
6. **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.
7. **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.
8. **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.
9. **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.

10. **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 building permit 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.
  
11. **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

Loa Landry  
Printed Name: LOA LANDRY

By: Vertis Tolle  
Printed Name: VERTIS TOLLE

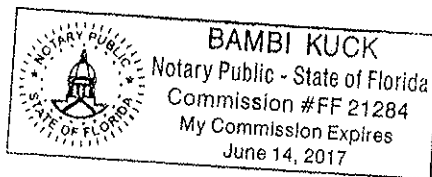
Diana Jones  
Printed Name: Diana Jones

By: Vertis Tolle  
Printed Name: VERTIS TOLLE

STATE OF Florida  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 14 day of May, by, Bambi Kuck, who personally appeared before me, and is/are personally known to me or have produced \_\_\_\_\_ as identification and acknowledged executing the foregoing document.

Bambi Kuck  
Notary Public, State of Florida  
Printed Name: Bambi Kuck  
My commission expires:



Agreed and accepted this 19 day of May, 15:

**THE CITY OF MARATHON**, a Florida Municipal Corporation

By: Michael H. Puto  
Mike 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: [Signature]  
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 \_\_\_\_\_.

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: