

**CITY OF MARATHON, FLORIDA
RESOLUTION 2023-44**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING A FINAL PLAT AS SUBMITTED BY LA PALMA 101 INC FOR A PLAT PURSUANT TO CHAPTER 102, ARTICLE 10 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATION (LDRS) ENTITLED "SUBDIVISION OF LAND/PLATS AND RE-PLATS," PARTICULARLY, 400-800 101 AND 104TH STREET WHICH IS DESCRIBED AS PART OF GOVERNMENT LOT 2, AND ADJACENT BAY BOTTOM, SECTION 6, TOWNSHIP 66S, RANGE 33E, KEY VACA, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 00104460-000100 AND 00104460-000000. NEAREST MILE MARKER 52.

WHEREAS, La Palma 101 Inc (Applicant) filed an Application on November 29, 2022, for a Conditional Use Permit for approval of eleven lots; including three lots for single family homes, six lots for three deed restricted affordable duplexes, one deed restricted conservation lot and one vacant lot to be combined parcel 00104460-000000 pursuant to Chapter 177, Florida Statutes and Chapter 102, Article 10, of the City of Marathon Land Development Regulations (LDRs);and

WHEREAS, on the 23rd day of January 2023, the City of Marathon Planning Commission (the "Commission") reviewed and recommended approval of the final re-plat with several conditions; and

WHEREAS, on the 14th day of February 2023, the City Council (the "Council") reviewed the Applicant's proposal finding that the preliminary Re-plat documents were compliant with the terms of Chapter 177, Florida Statutes and the Chapter 102, Article 10 of the City LDR's; and

WHEREAS, on the 9th day of May 2023, 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, Article 10 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 La Palma 101 Inc. has complied with all subdivision and plat filing requirements of Chapter 102, Articles 10 and Florida Statutes Chapter 177.

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 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. Must meet NFPA 1, NFPA 101 emergency access and proper egress not shown on plans.
2. Must receive final approval for the 100th to 101 street connection for through emergency access.
3. A utility easement will be required for the vacuum pit and cleanouts in front of the duplexes.;
4. The Applicant will provide an approximately 5' x 220' easement adjacent to the 101st St Right-Of-Way (or the southernmost point of ingress/egress from the property) in order to assist in traffic flow in and out of the property on that street. The developer will be responsible for paving this area with engineering and design approvals from the City.;
5. A conservation easement for the site mangrove area will be recorded, subject to City approval;
6. Affordable Housing Deed Restrictions shall be recorded with the Monroe County Clerk of Court for each of the new duplex parcels and will be attached to each parcel for a period of ninety-nine (99) years.
7. All conditions of the Conditional Use must be met prior to final plat approval.

Section 3. Corrective Affordable Housing Deed Restrictions are to be recorded with the new legal descriptions from the plat, which are attached hereto as Exhibits "B" through "G."

Section 4. Corrective lot dedication warranty deed is to be recorded with the new legal description from the plat, which is attached hereto as Exhibit "H."

Section 5. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 9TH DAY OF MAY 2023.

THE CITY OF MARATHON, FLORIDA



Luis Gonzalez, Mayor

AYES: Still, Landry, Matlock, Smith, Gonzalez
NOES: None
ABSENT: None
ABSTAIN: None

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:**

St. Williams

Steve Williams, City Attorney

EXHIBIT A

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

LEGAL DESCRIPTION:

A PART OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 23 SOUTH, RANGE 23 EAST, AND ADJACENT BAY BOTTOM

LA PALMA 101

A PORTION OF OFFICIAL RECORDS BOOK 2872, PAGE 1321
CITY OF MARATHON, WEST COAST HONOLULU COUNTY, FLORIDA

TITLE CERTIFICATION:

THE RECORDS REPRESENTED BY THIS INSTRUMENT HAVE BEEN REVIEWED BY THE CLERK OF PUBLIC RECORDS, HONOLULU COUNTY, FLORIDA, AND IT IS CERTIFIED THAT THE INSTRUMENT IS A TRUE AND CORRECT COPY OF THE INSTRUMENT AS IT APPEARS IN THE PUBLIC RECORDS OF HONOLULU COUNTY, FLORIDA. THE INSTRUMENT IS NOT SUBJECT TO ANY OTHER INSTRUMENTS ON FILE IN THE PUBLIC RECORDS OF HONOLULU COUNTY, FLORIDA.

LET IT BE SHOWN ON THE PART HEREON, IS IN THE NAME OF SAID HUSBAND AND WIFE THE HEIR BY THE CITY OF MARATHON. RECORDS OF HONOLULU COUNTY, FLORIDA.

CERTIFICATE OF CONSENT TO PLAT AND DEDICATION BY MORTGAGE HOLDER, CONSENT TO DEDICATION:

IN WITNESS WHEREOF, THE UNDERSIGNED COMMISSION HAS CAUSED THESE INSTRUMENTS TO BE EXECUTED BY ITS COMMISSIONERS, CLERK OF PUBLIC RECORDS, HONOLULU COUNTY, FLORIDA.

NOTARY ACKNOWLEDGMENT:

I, CLERK OF PUBLIC RECORDS, HONOLULU COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENTS WERE FILED IN MY OFFICE ON THE DATE AND AT THE PLACE THEREIN SPECIFIED.

IT IS HEREBY CERTIFIED THAT THE CITY OF MARATHON PLANNING COMMISSION OFFICIALLY APPROVED THE MAP OF LA PALMA 101 ON THE DATE OF MAY 11, 2022.

APPROVAL OF MARATHON CITY COUNCIL:
BY: *[Signature]*
DATE: 7/23/2023

NOTARY ACKNOWLEDGMENT:
I, CLERK OF PUBLIC RECORDS, HONOLULU COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENTS WERE FILED IN MY OFFICE ON THE DATE AND AT THE PLACE THEREIN SPECIFIED.

NOTARY ACKNOWLEDGMENT:
I, CLERK OF PUBLIC RECORDS, HONOLULU COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENTS WERE FILED IN MY OFFICE ON THE DATE AND AT THE PLACE THEREIN SPECIFIED.

APPROVAL BY CITY OF MARATHON OFFICIALS:
BY: *[Signature]*
DATE: 7/23/2023

APPROVAL OF THE CLERK OF THE CIRCUIT COURT:
BY: *[Signature]*
DATE: 7/23/2023

REVIEW AND APPROVAL OF THE CITY SURVEYOR:
I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAN AND THE SURVEY AND HAVE FOUND THAT THE SURVEY IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF MARATHON.

SUBSEQUENT CERTIFICATE:
I HEREBY CERTIFY THAT THE ATTACHED MAP ENTITLED "LA PALMA 101" AS SHOWN ON THIS SHEET IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS IT APPEARS IN THE PUBLIC RECORDS OF HONOLULU COUNTY, FLORIDA.

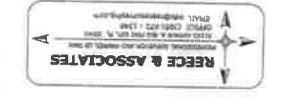
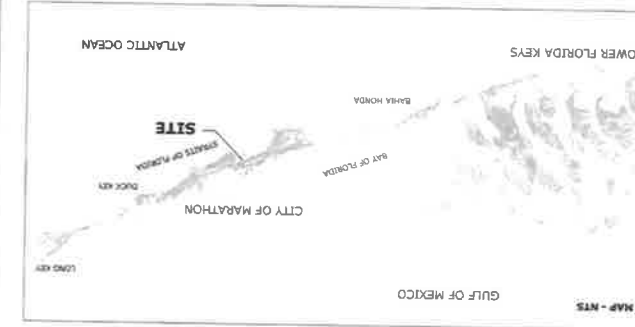
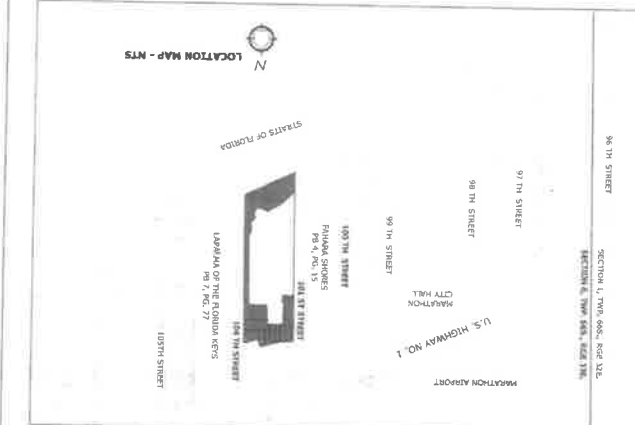
APPROVAL OF THE CLERK OF THE CIRCUIT COURT:
BY: *[Signature]*
DATE: 7/23/2023

APPROVAL OF THE CLERK OF THE CIRCUIT COURT:
BY: *[Signature]*
DATE: 7/23/2023

APPROVAL OF THE CLERK OF THE CIRCUIT COURT:
BY: *[Signature]*
DATE: 7/23/2023

APPROVAL OF THE CLERK OF THE CIRCUIT COURT:
BY: *[Signature]*
DATE: 7/23/2023

APPROVAL OF THE CLERK OF THE CIRCUIT COURT:
BY: *[Signature]*
DATE: 7/23/2023



REECE & ASSOCIATES
PROFESSIONAL SURVEYORS AND ENGINEERS
1100 N. MILWAUKEE AVENUE, SUITE 100
MILWAUKEE, WISCONSIN 53233
PHONE: (414) 224-1144
FAX: (414) 224-1145
EMAIL: info@reeceandassociates.com

EXHIBIT B

**Amended Affordable Housing Deed Restriction (1 of 6)
(Original to be attached at final adoption & signature)**

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

Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

Planning Dept.
City of Marathon, Florida
9805 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 24 day of July, 2023, by and between La Palma 101 Inc, whose principal mailing address is 12925 SW 132nd St #5A Miami FL 33186 (Declarant”) and the City of Marathon, a Florida municipal corporation, whose principal mailing address is 9805 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”
(Identify the number of pages of the attachment)
2. Declarant is the recipient of 1 RBPAS Affordable Housing Residential Units which must follow the Affordable Housing requirements pursuant to Section **104.03 “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 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.
4. This document amends the deed restriction recorded in Book 3132 Page 2292, pursuant to section 7.

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.**
 - 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 single family dwelling 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 ninety-nine (99) 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 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

Maria Angeles Vanegas
Printed Name: _____

By: S. Torres
Printed Name: Sady Torres

LIDIA H GOSA
Printed Name: Lidia Gosa

By: _____
Printed Name: _____

STATE OF FL
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2023 by, Sady Torres, who personally appeared before me, and is/are personally known to me or have produced _____ as identification and acknowledged executing the foregoing document.

Joanna M Williams
Notary Public, State of _____
Printed Name: Joanna M Williams

My commission expires: Joanna M Williams
Comm.: HH 282801
Expires: Aug. 9, 2026
Notary Public - State of Florida



Agreed and accepted this 15 day of May, 2023:

THE CITY OF MARATHON, a Florida Municipal Corporation

By: George Garrett
George Garrett, 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: Steve Williams
Steve Williams, City Attorney

Exhibit A

Lot 1, La Palma 101, a subdivision according to the Plat thereof as recorded in Plat Book 7, Page 101, of the Public Records of Monroe County, Florida.

EXHIBIT C

**Amended Affordable Housing Deed Restriction (2 of 6)
(Original to be attached at final adoption & signature)**

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

Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

Planning Dept.
City of Marathon, Florida
9805 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 24 day of July, 2023, by and between La Palma 101 Inc, whose principal mailing address is 12925 SW 132nd St #5A Miami FL 33186 (Declarant”) and the City of Marathon, a Florida municipal corporation, whose principal mailing address is 9805 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”
(Identify the number of pages of the attachment)
2. Declarant is the recipient of 1 RBPAS Affordable Housing Residential Units which must follow the Affordable Housing requirements pursuant to Section **104.03 “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 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.
4. This document amends the deed restriction recorded in Book 3132 Page 2292, pursuant to section 7.

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.**
 - 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 single family dwelling 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 ninety-nine (99) 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 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

Maria Angelita Torres
Printed Name: _____

By: S Torres
Printed Name: Sady Torres

LIDIA H Sosa
Printed Name: Lidia Sosa

By: _____
Printed Name: _____

STATE OF FL
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2023 by Sady Torres, who personally appeared before me, and is/are personally known to me or have produced _____ as identification and acknowledged executing the foregoing document.

Joanna M Williams
Notary Public, State of FL
Printed Name: Joanna M Williams
My commission _____



Joanna M Williams
Comm.: HH 282801
Expires: Aug. 9, 2026
Notary Public - State of Florida

Agreed and accepted this ¹⁴15 day of May, 2023:

THE CITY OF MARATHON, a Florida Municipal Corporation

By: George Garrett
George Garrett, City Manager

ATTEST:

Hillary Palmer
for Diane Clavier
City Clerk
Deputy City Clerk



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

BY: Steve Williams
Steve Williams, City Attorney

Exhibit A

Lot 2, La Palma 101, a subdivision according to the Plat thereof as recorded in Plat Book 7, Page 101, of the Public Records of Monroe County, Florida.

EXHIBIT D

**Amended Affordable Housing Deed Restriction (3 of 6)
(Original to be attached at final adoption & signature)**

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

Planning Dept.
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050

Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

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(Identify the number of pages of the attachment)
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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.
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- 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.**
 - 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 single family dwelling 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 ninety-nine (99) 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 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

Manuela Lopez Torres
Printed Name: _____

By: S. Torres
Printed Name: Sady Torres

LIDIA GONZALES
Printed Name: Lidia GONZALES

By: _____
Printed Name: _____

STATE OF FL
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2023 by, Sady Torres, who personally appeared before me, and is/are personally known to me or have produced _____ as identification and acknowledged executing the foregoing document.

Joanna M Williams
Notary Public, State of FL
Printed Name: Joanna M Williams
My commission expires: _____



Joanna M Williams
Comm.: HH 282801
Expires: Aug. 9, 2026
Notary Public - State of Florida

Agreed and accepted this 15 day of May, 2023:

THE CITY OF MARATHON, a Florida Municipal Corporation

By: 
George Garrett, 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: 
Steve Williams, City Attorney

Exhibit A

Lot 3, La Palma 101, a subdivision according to the Plat thereof as recorded in Plat Book 7, Page 107, of the Public Records of Monroe County, Florida.

EXHIBIT E

**Amended Affordable Housing Deed Restriction (4 of 6)
(Original to be attached at final adoption & signature)**

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

Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

Planning Dept.
City of Marathon, Florida
9805 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 24 day of July, 2023, by and between La Palma 101 Inc, whose principal mailing address is 12925 SW 132nd St #5A Miami FL 33186 (Declarant”) and the City of Marathon, a Florida municipal corporation, whose principal mailing address is 9805 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”
(Identify the number of pages of the attachment)

2. Declarant is the recipient of 1 RBPAS Affordable Housing Residential Units which must follow the Affordable Housing requirements pursuant to Section **104.03 “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 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.
4. This document amends the deed restriction recorded in Book 3132 Page 2292, pursuant to section 7.

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.**
 - 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 single family dwelling 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 ninety-nine (99) 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 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

Maria Ampy Long
Printed Name: _____

By: S. Torres
Printed Name: Sady Torres

LIDIA HERRERA
Printed Name: Lidia Herrera

By: _____
Printed Name: _____

STATE OF FL
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2023 by Sady Torres, who personally appeared before me, and is/are personally known to me or have produced _____ as identification and acknowledged executing the foregoing document.

Joanna M Williams
Notary Public, State of FL
Printed Name: Joanna M Williams
My commission expires:



Joanna M Williams
Comm.: HH 282801
Expires: Aug. 9, 2026
Notary Public - State of Florida

Agreed and accepted this 15 day of May, 2023:

THE CITY OF MARATHON, a Florida Municipal Corporation

By: *George Garrett*
George Garrett, City Manager



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

BY: *Steve Williams*
Steve Williams, City Attorney

Exhibit A

Lot 4, La Palma 101, a subdivision according to the Plat thereof as recorded in Plat Book 7, Page 101, of the Public Records of Monroe County, Florida.

EXHIBIT F

**Amended Affordable Housing Deed Restriction (5 of 6)
(Original to be attached at final adoption & signature)**

This instrument prepared by,
and after recording return to:

Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

Planning Dept.
City of Marathon, Florida
9805 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 24 day of July, 2023, by and between La Palma 101 Enc, whose principal mailing address is 12925 SW 132nd St. #5A Miami FL 33186 (Declarant”) and the City of Marathon, a Florida municipal corporation, whose principal mailing address is 9805 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”
(Identify the number of pages of the attachment)
2. Declarant is the recipient of 1 RBPAS Affordable Housing Residential Units which must follow the Affordable Housing requirements pursuant to Section **104.03 “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 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.
4. This document amends the deed restriction recorded in Book 3132 Page 2292, pursuant to section 7.

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.**
 - 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.**
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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 single family dwelling 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 ninety-nine (99) 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.
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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.

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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

Manuela Amador Torres
Printed Name: _____

By: Sady Torres
Printed Name: Sady Torres

LIDIA HERRERA
Printed Name: Lidia Herrera

By: _____
Printed Name: _____

STATE OF FL
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2023 by, Sady Torres, who personally appeared before me, and is/are personally known to me or have produced _____ as identification and acknowledged executing the foregoing document.

Joanna M Williams
Notary Public, State of FL
Printed Name: Joanna M Williams
My commission expires:



Joanna M Williams
Comm.: HH 282801
Expires: Aug. 9, 2026
Notary Public - State of Florida

Agreed and accepted this 15 day of May, 2023:

THE CITY OF MARATHON, a Florida Municipal Corporation

By: George Garrett
George Garrett, City Manager

ATTEST:



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

BY: Steve Williams
Steve Williams, City Attorney

Exhibit A

Lot 5, La Palma 101, a subdivision according to the Plat thereof as recorded in Plat Book 7,
Page 101, of the Public Records of Monroe County, Florida.

EXHIBIT G

**Amended Affordable Housing Deed Restriction (6 of 6)
(Original to be attached at final adoption & signature)**

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

Planning Dept.
City of Marathon, Florida
9805 Overseas Highway
Marathon, Florida 33050

Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

DECLARATION OF AFFORDABLE HOUSING RESTRICTIONS

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(Identify the number of pages of the attachment)
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4. This document amends the deed restriction recorded in Book 3132 Page 2292, pursuant to section 7.

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:

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4. **City.** This Declaration is intended to benefit and run in favor to the City.
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6. **Term.** The restrictions, covenants and conditions of this Declaration shall run with the land for a term of ninety-nine (99) 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.
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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

Maria Chabela Vanegas
Printed Name: _____

By: S Torres
Printed Name: Sady Torres

LIDIA H SOGA
Printed Name: Lidia Soga

By: _____
Printed Name: _____

STATE OF FL
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 12th day of June, 2023 by Sady Torres, who personally appeared before me, and is/are personally known to me or have produced _____ as identification and acknowledged executing the foregoing document.

Joanna M Williams
Notary Public, State of FL
Printed Name: Joanna M Williams
My commission expires _____




Joanna M Williams
Comm.: HH 282801
Expires: Aug. 9, 2026
Notary Public - State of Florida

Agreed and accepted this 15 day of May, 2023:

THE CITY OF MARATHON, a Florida Municipal Corporation

By: 
George Garrett, 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: 
Steve Williams, City Attorney

Exhibit A

Lot 6, La Palma 101, a subdivision according to the Plat thereof as recorded in Plat Book 7, Page 101, of the Public Records of Monroe County, Florida.

EXHIBIT H

**Corrective Lot Dedication Warranty Deed
(Original to be attached at final adoption & signature)**

Prepared by and return to:

Wolfe Stevens PLLC
6807 Overseas Highway
Marathon, FL 33050
(305)743-9858

Parcel Identification No. 00104460-000100

[Space Above This Line For Recording Data]

Corrective Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture, Made this 7th day of July 2023 Between

La Palma 101 Inc. a Florida for profit corporation

post office address is 12925 SW 132 St. #5A, Miami, FL 33168

Grantor, and

City of Marathon, an agency and instrumentality of the State of Florida

whose post office address is 9805 Overseas Highway, Marathon, FL 33050

Grantee:

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

See Exhibit A

THE PREPARER OF THIS INSTRUMENT WAS NEITHER FURNISHED WITH, NOT REQUESTED TO REVIEW, AN ABSTRACT OR TITLE SEARCH ON THE DESCRIBED PROPERTY AND THEREFORE EXPRESSES NO OPINION AS TO THE CONDITION OF TITLE.

This deed is being recorded to correct the legal description in the Warranty Deed recorded at Official Records Book 3195 Page 1816 of the Public Records of Monroe County, Florida.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Lisa Ziels
Witness # 1

[Signature]
Witness Name: Alyssa M Perry
Witness # 2

[Signature]
Guillermo Torres, President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of May 2023 Guillermo Torres as President of La Palma 101 Inc. on behalf of said company who are ~~personally known to me or who have produced a~~ driver license as identification.



[Signature]
Notary Public, State of
Printed Name: _____
My Commission Expires: _____

**"EXHIBIT A"
DESCRIPTION AND SKETCH**

SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST
JOB NO. 10155 Overseas Hwy.
CLIENT: LA PALMA 101, INC.
DRAWN BY: KB
CHECKED BY: RER

LEGAL DESCRIPTION:

AS NEWLY WRITTEN BY THE UNDERSIGNED

A portion of land and bay bottom in those lands described in Official Records Book 2872 at Page 1321 of the Public Records of Monroe County, Florida, said lands being in a part of Government Lot 2, Section 6, Township 66 South, Range 33 East on Key Vaca, Monroe County, Florida and more particularly described as follows:

Commencing at the intersection of the West line of Section 6, Township 66 South, Range 33 East and the Southerly right-of-way of U.S. Highway No. 1, run Northeasterly along the Southerly right-of-way line of U.S. Highway No. 1 for a distance of 1709.80 feet to a point of Intersection of the Southerly right-of-way line of U.S. Highway No. 1; said intersection also the point of beginning (Northwest property corner) of said land and bay bottom land described in said Official Records Book 2872 at Page 1321, of the Public Records of Monroe County, Florida; thence bear S00°00'00"W along the West line of said lands for a distance of 456.97 feet to the POINT OF BEGINNING of the property hereinafter described;

thence bear N90°00'00"E for a distance of 12.63 feet to a point;
thence bear N00°19'20"E for a distance of 9.17 feet to a point;
thence bear N89°59'21"E for a distance of 3.86 feet to a point;
thence bear S61°46'58"E for a distance of 11.43 feet to a point;
thence bear S39°28'52"E for a distance of 6.68 feet to a point;
thence bear N82°27'38"E for a distance of 10.24 feet to a point;
thence bear N88°03'04"E for a distance of 14.62 feet to a point;
thence bear N08°31'58"E for a distance of 11.31 feet to a point;
thence bear N10°08'27"E for a distance of 15.70 feet to a point;
thence bear N22°15'01"W for a distance of 18.86 feet to a point;
thence bear N04°58'28"W for a distance of 9.08 feet to a point;
thence bear N01°53'56"E for a distance of 101.95 feet to a point;
thence bear N89°45'45"E for a distance of 84.00 feet to a point;
thence bear S02°25'49"E for a distance of 104.99 feet to a point;
thence bear S88°57'29"E for a distance of 95.10 feet to a point;
thence bear S00°00'00"E for a distance of 387.40 feet to a point;
thence bear S89°59'47"W for a distance of 10.23 feet to a point;
thence bear S00°00'13"E for a distance of 62.59 feet to a point;
thence bear S45°31'27"W for a distance of 29.45 feet to a point;
thence bear S10°57'05"E for a distance of 24.55 feet to a point;
thence bear S16°27'50"W for a distance of 26.36 feet to a point;
thence bear S80°23'08"W for a distance of 23.16 feet to a point;
thence bear N66°47'33"W for a distance of 44.41 feet to a point;
thence bear S60°38'37"W for a distance of 89.44 feet to a point;
thence bear S45°23'17"W for a distance of 62.97 feet to a point;
thence bear S42°57'17"W for a distance of 27.25 feet to a point on the West line of said lands aforementioned;
thence bear N00°00'00"E, along said West line, for a distance of 565.17 feet back to the POINT OF BEGINNING.
Above described property containing 132,934.43 sq. ft., more or less.

CERTIFICATION:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mapper as referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.



DATE 06-28-2023

ROBERT E. REECE, PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. 5632, STATE OF FLORIDA

LEGEND:

- (C) = Calculated
- ⊕ = Centerline
- (D) = Deed
- Δ = Delta Angle
- LB = Licensed Survey Business
- O.R.B. = Official Records Book
- PG. = Page
- R/W = Right-of-Way
- RGE = Range
- TWP = Township

REECE & ASSOCIATES

PROFESSIONAL SURVEYOR AND MAPPER, LB 7846

31193 AVENUE A, BIG PINE KEY, FL 33043

OFFICE (305) 872 - 1348

EMAIL Info@reecesurveying.com



Sheet 1 of 2

This document consists of two (2) sheets and neither shall be considered full, valid and complete without the other.

SKETCH OF DESCRIPTION

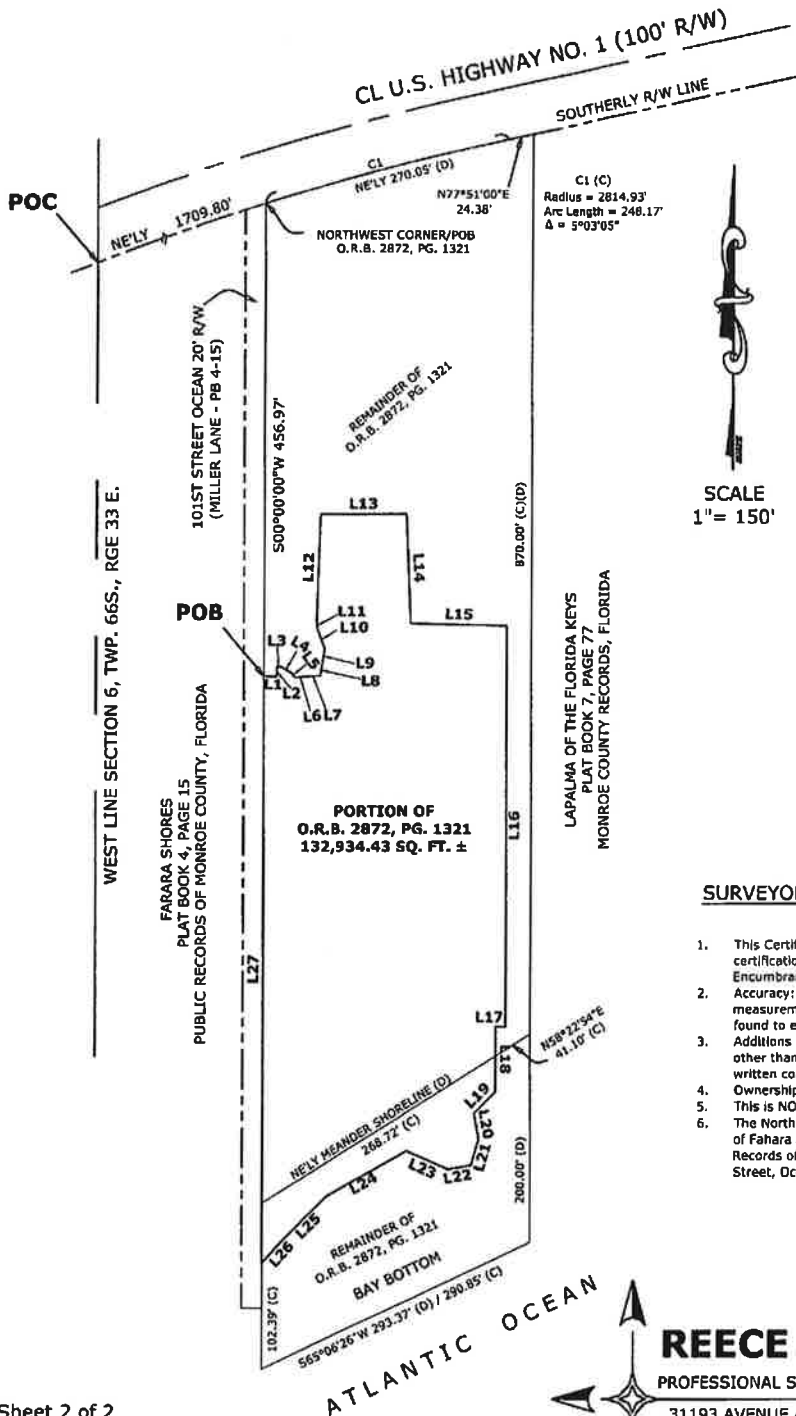
SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST

JOB NO. 10155 Overseas Hwy.

CLIENT: LA PALMA 101, INC.

DRAWN BY: KB

CHECKED BY: RER



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N90°00'00"E	12.63'
L2	N00°19'20"E	9.17'
L3	N89°59'21"E	3.86'
L4	S61°46'58"E	11.43'
L5	S39°28'52"E	6.68'
L6	N82°27'38"E	10.24'
L7	N88°03'04"E	14.62'
L8	N08°31'58"E	11.31'
L9	N10°08'27"E	15.70'
L10	N22°15'01"W	18.86'
L11	N04°58'28"W	9.08'
L12	N01°53'56"E	101.95'
L13	N89°45'45"E	84.00'
L14	S02°25'49"E	104.99'
L15	S88°57'29"E	95.10'
L16	S00°00'00"E	387.40'
L17	S89°59'47"W	10.23'
L18	S00°00'13"E	62.59'
L19	S45°31'27"W	29.45'
L20	S10°57'05"E	24.55'
L21	S16°27'50"W	26.36'
L22	S80°23'08"W	23.16'
L23	N66°47'33"W	44.41'
L24	S60°38'37"W	89.44'
L25	S45°23'17"W	62.97'
L26	S42°57'17"W	27.25'
L27	N00°00'00"E	565.17'



SURVEYOR'S NOTES:

1. This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
2. Accuracy: 1 foot in 10,000 feet. The accuracy obtained by measurement and/or calculation of a closed geometric figure was found to exceed this requirement.
3. Additions or deletions to this description and sketch by anyone other than the signing party or parties are prohibited without written consent of the signing party or parties.
4. Ownership subject to OPINION OF TITLE.
5. This is NOT a Boundary Survey.
6. The North arrow and bearings shown herein are based on the Plat of Fahara Shores, as recorded in Plat Book 4, Page 15, of the Public Records of Monroe County, Florida, with the east R/W line of 101st Street, Ocean (Miller Lane) bearing N 00°00'00" W.

Sheet 2 of 2
 This document consists of two (2) sheets and neither shall be considered full, valid and complete without the other.

REECE & ASSOCIATES
 PROFESSIONAL SURVEYOR AND MAPPER, LB 7846
 31193 AVENUE A, BIG PINE KEY, FL 33043
 OFFICE (305) 872 - 1348
 EMAIL Info@recesurveying.com