

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



**MONROE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
RESOLUTION NO. 204 - 2020**

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN MONROE COUNTY, FLORIDA AND KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC. AS IT RELATES TO THE DEVELOPMENT OF 285 PERMANENT, MARKET-RATE DWELLING UNITS, AND ACCESSORY STRUCTURES/USES THERETO, FOR A 10-YEAR TIME EXTENSION AND REVISING THE "DESIGN GUIDELINES AND USE RULES AND REGULATIONS FOR DEVELOPMENT" FOR INTERNAL SETBACKS AND HEIGHT TO ALLOW FOR THE UNITS TO BE BUILT TO THE MAXIMUM ALLOWABLE HEIGHT PURSUANT TO MONROE COUNTY LAND DEVELOPMENT CODE SECTION 131-2(b). THE SUBJECT PROPERTY IS DESCRIBED AS A PARCEL OF LAND IN SECTIONS 13 AND 14, TOWNSHIP 62 SOUTH, RANGE 38 EAST, KEY LARGO, BEING PART TRACT 10 AND PART TRACT 11 OF SOUTHCLIFF ESTATES (PLAT BOOK 2, PAGE 45), MONROE COUNTY, FLORIDA, HAVING PARCEL IDENTIFICATION NUMBERS 00483401-000000 THROUGH 00483401-028500, AND 00483402-000000.

WHEREAS, during a regularly scheduled public meeting held on July 15, 2020 the Board of County Commissioners conducted a public hearing to review and consider a request filed by Jim Saunders, on behalf of Key Largo Ocean Resort Condominiums Association, Inc., for an Amendment to Development Agreement in accordance with Chapter 110, Article V, Sections 110-132 and 110-133 of the Monroe County Land Development Code (LDC) and Florida Statutes Sections 163.3220 et. seq., the "Florida Local Government Development Agreement Act;" and

WHEREAS, the subject property is located at 94825 Overseas Highway in Key Largo, approximate mile marker 95, and is legally described as a parcel of land in Sections 13 and 14, Township 62 South, Range 38 East, Key Largo, being a part Tract 10 and part Tract 11 of Southcliff Estates (Plat Book 2, Page 45) Monroe County, Florida having Parcel Identification Numbers 00483401-000100 through 00483401-028500 and 00483402-000000; and

WHEREAS, during a regularly scheduled public meeting held on May 26, 2020 the Development Review Committee (DRC) of Monroe County conducted a review and considered the request; and

1 **WHEREAS**, during a regularly scheduled public meeting held on June 24, 2020 the
2 Planning Commission of Monroe County conducted a public hearing to review and consider the
3 request and provide for public input; and
4

5 **WHEREAS**, the Development Agreement relates to the redevelopment of a recreational
6 vehicle park to a condominium with a maximum of 285 single family detached dwelling units and
7 accessory structures and uses including recreational and maintenance facilities, resort office, bath
8 houses grill/pub, club and docking facilities including 76 boat slips; and
9

10 **WHEREAS**, the 3rd Amendment includes a time extension of 10 years from the effective
11 date of the amendment, and revises the "Design Guidelines and Use Rules and Regulations for
12 Development" for internal setbacks and height to allow for the units to be built to the maximum
13 allowable height pursuant to Monroe County Land Development Code Section 131-2(b); and
14

15 **WHEREAS**, based upon the information and documentation submitted, the Board of
16 County Commissioners makes the following Findings of Fact:
17

- 18 1. The subject property is located within the Urban Residential Mobile Home (URM)
19 Land Use (Zoning) District. Further, it is designated within a Residential High (RH)
20 category on the Future Land Use Map (FLUM) and within a Tier III district on the Tier
21 Overlay District Map; and
22
- 23 2. In 1994 and 1995, the Monroe County Code Enforcement Department began to actively
24 pursue compliance with the requirements of the Recreational Vehicle (RV) district in
25 order to resolve violations related to construction carried out without the benefit of
26 properly issued building permits;
27
- 28 3. As a result of the County's action, KLOR brought legal action against the County
29 seeking relief from the application of the requirements of the Recreational Vehicle
30 district;
31
- 32 4. The Circuit Court of Monroe County granted an injunction against the County, Case
33 Number 96-201630-CA-22, to allow KLOR to seek a change of its land use district
34 designation from Recreational Vehicle (RV) to Urban Residential Mobile Home
35 (URM) in order to resolve some of the code enforcement issues;
36
- 37 5. The Court ordered the parties into Mediation, which resulted in a Settlement Agreement
38 signed by the parties in June 2003, approved by the Court on August 4, 2003, which
39 authorized KLOR to submit and apply for a Development Agreement;
40
- 41 6. In 2004, KLOR amended the Future Land Use Map Designation from Mixed
42 Use/Commercial (MC) to Residential High (RH) and from Residential Medium (RM)
43 to Residential High (RH);
44
- 45 7. In 2004, KLOR amended the Land Use District Map from Recreation Vehicle (RV) to
46 Urban Residential Mobile Home (URM) and from Improved Subdivision (IS) to Urban
47 Residential Mobile Home (URM);
48
- 49 8. In 2006, the County entered into a Development Agreement with KLOR which
50 provided conceptual approval of a plan to redevelop the site. The Development
Agreement was memorialized in BOCC Resolution #242-2006; and

- 1 9. In 2007, the Planning Commission approved a request by Klor for a major
2 conditional use permit to approve the redevelopment plan and site plan. The approval
3 and conditions were memorialized in Planning Commission Resolution #P35-07;
4
- 5 10. Following its issuance, Resolution #P35-07 was appealed to the State of Florida
6 Division of Administrative Hearings (DOAH Case #07-5390). Following a review by
7 DOAH, the case was dismissed, documented by a final order of dismissal signed by
8 Bram D. E. Canter, Administrative Law Judge, on June 25, 2008. A Klor resident
9 named Maria Barroso appealed that order to the Circuit Court (Case #: CA P 08-564).
10 That case was dismissed by agreement on August 18, 2009;
11
- 12 11. In 2007, the BOCC approved a request by Klor for a waiver to the inclusionary
13 housing requirements. The approval and conditions were memorialized in BOCC
14 Resolution #298-2007;
15
- 16 12. On July 13, 2009, the County filed a motion with the Circuit Court to ratify and approve
17 the Development Agreement. On August 22, 2009, the Circuit Court granted the
18 County's motion and adopted a "Master Development Schedule...as a guideline for the
19 parties to implement the Development Agreement." The Master Development
20 Schedule was never implemented because the Klor Board was recalled and replaced
21 in late 2009;
22
- 23 13. In 2009, the County sought to enjoin the use of the Park for habitation because of
24 numerous life safety violations. After touring the park, the Circuit Court Judge granted
25 the injunction and originally ordered the park to close as of January 15, 2010. That
26 deadline was extended, but the Court ultimately ordered the park closed for habitation
27 effective July 31, 2010 in an order dated June 22, 2010. In the June 22, 2010 order, the
28 Court ordered that all illegal structures on the property be demolished by December 31,
29 2010;
30
- 31 14. On December 21, 2011, the Planning Commission approved a request by Klor for a
32 major deviation to the major conditional use permit. The approval and conditions were
33 memorialized in Planning Commission Resolution #P49-11;
34
- 35 15. On August 20, 2014, the County Amended the Development Agreement with Klor
36 through BOCC Resolution #196-2014.
37
- 38 16. On December 19, 2018, the County Amended the Development Agreement with
39 Klor through BOCC Resolution #441-2018.
40
- 41 17. Florida Statutes §163.3220 authorizes Monroe County to enter into development
42 agreements with landowners and/or governmental agencies to encourage a stronger
43 commitment to comprehensive and capital facilities planning, ensure the provision of
44 adequate public facilities for development, encourage the efficient use of resources,
45 and reduce the economic cost of development;
46
- 47 18. Florida Statutes §163.3237 allows amendments to development agreements; and
48

49 **WHEREAS**, based upon the information and documentation submitted, the Board of
50 County Commissioners makes the following Conclusions of Law:

1. The request is consistent with the provisions and intent of the Monroe County Land Development Code; and
2. The request is consistent with the provisions and intent of the Monroe County Year 2030 Comprehensive Plan; and
3. The request is consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and
4. The Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to APPROVE the proposed 3rd Amendment to the Development Agreement between Monroe County and Key Largo Ocean Resort Condominium, Inc.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting held on the 15th day of July, 2020.


Mayor Heather Carruthers	_____	Yes
Mayor <i>pro tem</i> Michelle Coldiron	_____	Yes
Commissioner Craig Cates	_____	Yes
Commissioner Sylvia Murphy	_____	Yes
Commissioner David Rice	_____	Yes

By 
 Mayor Heather Carruthers



ATTEST: KEVIN MADOK, CLERK


 AS DEPUTY CLERK

MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM:

 STEVEN T. WILLIAMS
 ASSISTANT COUNTY ATTORNEY
 6/25/20

2020 JUL 24 PM 2:32
 FILED FOR RECORD

Prepared By:
Jim Saunders
95175 Overseas Hwy.
Key Largo, Florida 33037

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT ("Third Amendment") is binding on the "effective date" as set forth herein between Monroe County, a political subdivision of the State of Florida ("County"), and Key Largo Ocean Resort Condominium Association, Inc. ("KLOR")

WITNESSETH

WHEREAS, KLOR is the owner of real property on Key Largo, Monroe County, Florida, located at approximately mile marker 95 of US highway 1 fronting on the Atlantic Ocean (Property), the legal description of which is contained in that certain **Amendment to Development Agreement**, Doc. No. 1995782, Book #2700, Page #1641, in the Official Records of Monroe County, attached hereto and made a part hereof as Exhibit A ("Amendment" or "Agreement"); and

WHEREAS, there are two hundred eighty-five (285) lots within the KLOR resort which provide for seasonal transient and permanent housing, together with amenities including marina, tennis courts, swimming pool, recreation building, boat ramp, clubhouse, boat trailer parking, open space and administrative offices ("Resort"); and

WHEREAS, the Resort operated as a cooperative association under the name of Key Largo Ocean Resorts Co-op, Inc. for over twenty-five years (25) years providing the lease of lots to KLOR stockholders who have placed their individually owned, recreational vehicles, mobile homes or park model homes on the lots shown on the Survey of the property; and

WHEREAS, from Resort's inception until approximately 1989, Monroe County provided valid building permits to locate mobile homes and park model homes on the Property requiring that they be tied down for hurricane force wind protection; and

WHEREAS, the County provided other building permits for screen room enclosures and other permanent structures on the Property; and

WHEREAS, the Monroe County 2010 Comprehensive Plan, until December 2004, designated all the parcels of the property as "Mixed Use/Commercial" on its Future Land Use Map; and

WHEREAS, the property had been designated as being with the "Recreational Vehicle" (RV) land use district from September 15, 1986, until February 2005, which allowed only transient use of properties within the district and not permanent dwellings or structures; and

WHEREAS, in 1997 the Resort purchased approximately 2.0 acres of additional property consisting of both uplands and wetlands designated "Improved Subdivision", also known as the Northeast 100 feet of the Southeasterly 1/2 of Tract 9, SOUTHCLIFF ESTATES, in order to increase the open space area of the Property and to provide additional setbacks, which property is shown as Residential Medium on the County's Future Land Use Maps; and

WHEREAS, on January 16, 2002, the Monroe County Board of County Commissioners by eminent domain action acquired 9,318 square feet of the aforementioned portion of Tract 9; and

WHEREAS, over time, structures have been placed within the Resort without the benefit of a building permit, or with a permit which should not have been issued by Monroe County or lawfully constructed for which no permit history can be found; and

WHEREAS, the Resort had the appearance of a mobile home park as the result of the permanent structures being placed in the Resort and the improvements to them being with or without benefit of permit; and

WHEREAS, in 1994 and 1995, the Monroe County Code Enforcement Department began to actively pursue compliance with the requirements of recreational vehicle zoning of the Resort and construction without the benefit of properly issued building permits; and

WHEREAS, as a result of the County's action, KLOR brought legal action against the County seeking relief from the application of the requirements of the recreational vehicle land use district; and

WHEREAS, the Circuit Court of Monroe County granted an injunction against the County, Case Number 96-20160-CA-22, to allow KLOR to seek a change of its land use district designation

from "Recreational Vehicle" (RV) designation to "Urban Residential Mobile Home" (URM) in order to resolve some of the code enforcement issues; and

WHEREAS, the court ordered the parties into Mediation, which resulted in a Settlement Agreement signed by the parties in June 2003, approved by the Court on August 4, 2003, which authorized KJOR to submit and apply for a Development Agreement; and

WHEREAS, acting in reliance on the Settlement Agreement, KJOR submitted a proposed Development Agreement to the County; and

WHEREAS, KJOR filed an application to amend the Future Land Use Map designation from Mixed Use/Commercial to High Density Residential and from Residential Medium to Residential High; and

WHEREAS, on August 18, 2004, by unanimous vote, the BOCC approved the amendments to the Future Land Use Map; and

WHEREAS, on August 18, 2004, the BOCC also unanimously approved amendments to the Land Use District Map to classify the property as Urban Residential Mobile Home; and

WHEREAS, the Florida Department of Community Affairs found the proposed amendments to the future Land Use Map in compliance in December 2004, and approved the amendments to the Land Use District Map in February 2005; and

WHEREAS, all of the previous residential improvements and internal roads had been removed in compliance with Monroe County Demo Permit # 10305964; and

WHEREAS, both the County and KJOR recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require a public hearing before both the Planning Commission and the Board of County Commissioners for consideration of a Development Agreement; and

WHEREAS, Section 163.3220, Florida Statutes, authorizes the County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; and

WHEREAS, the Monroe County Year 2010 Comprehensive Plan (Comprehensive Plan) contains objectives and policies that seek to reduce the frequency of uses inconsistent with Land Development Regulations and the Future Land Use Map (Objective 101.8) and the objectives of the Settlement Agreement between KLOR and the County; and

WHEREAS, the County found that entering into the Amendment to Development Agreement ("Amendment") furthered the purposes, goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the County Planning Commission issued Planning Resolution No. P49-11 which acknowledges the effective date of the Development Agreement as August 22, 2009 as established by Court Order; and

WHEREAS, the May 12, 2013 Circuit Court Order in 16th Judicial Circuit Court Case 96-260-CA-P has determined that the parties are in compliance with this Development Agreement; and

WHEREAS, the amendment of this Development Agreement ("Amendment") is consistent with said May 12, 2013 Order; and

WHEREAS, Key Largo Ocean Resort Condominium Association, Inc., a Florida not for profit corporation, is the lawful successor to Key Largo Ocean Resorts Co-Op, Inc; and

WHEREAS, the Amendment was passed and adopted by the Board of County Commissioners on August 20, 2014; and

WHEREAS, the First Amendment expired on December 31, 2018; and

WHEREAS, a Second Amendment to the Development Agreement was recorded on February 14, 2019 to extend the expiration date of the Amendment until June 30, 2020 with an option to extend for an additional twelve (12) month period, upon the mutual agreement of the Planning Director and KLOR, with no need to follow the hearing requirements as set forth in the Amendment, and

WHEREAS the Second Amendment expires on June 30, 2021, and

WHEREAS, the County found that entering into this Third Amendment furthered the purposes, goals, objectives, and policies of the Comprehensive Plan, and

WHEREAS, the current version of the Design Guidelines is named **KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATIONS, INC. DESIGN GUIDELINES AND USE RULES**

AND REGULATIONS REV 1/26/17 as approved by the Board of Directors of KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATIONS, INC, and

WHEREAS, KLOR is desirous of changing various portions of the Design Guidelines with KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATIONS, INC. DESIGN GUIDELINES AND USE RULES AND REGULATIONS FOR DEVELOPMENT DATED 12/14/2019 attached hereto and made a part hereof as Exhibit B ,and

NOW THEREFORE, the parties do hereby agree as follows:

I. Purposes

The purpose of this Third Amendment is as follows:

- A. To amend various portions of the Design Guidelines with KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATIONS, INC. DESIGN GUIDELINES AND USE RULES AND REGULATIONS FOR DEVELOPMENT DATED 12/14/2019 and extend the expiration date of the Amendment until 10 years from effective date of this Third Amendment.

II. Third Amendment Requirements

The parties recognize the binding effect of Sections 163.3220-163.3243, Florida Statutes, as to the form and content of this Third Amendment and in accordance therewith set forth and agree to the following:

A. Legal Description of Ownership

The legal descriptions for the properties that are subject to this Third Amendment is unchanged from previous Agreement and Amendments to Agreement.

B. Duration of Agreement

The Amendment shall remain in effect until ten (10) years after the effective date.

C. Recording

The County shall record this Third Amendment with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all parties, recording fees shall be paid by KLOR.

D. Ratification of Amendment

Except as expressly modified and superseded by this Third Amendment, when ratified, the terms and provisions of the original Development Agreement and Amendments 1 and 2 shall continue in full force and effect.

E. Entire Agreement

This Third Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Third Amendment that are not contained in or incorporated into this document; accordingly, it is agreed that no deviation from the terms hereof shall be predicted upon any prior representations or agreements, whether oral or written.

F. Severability

If any part of this Third Amendment is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.

G. Jurisdiction and Governing Law

The parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Monroe County, Florida, and no other jurisdiction. This Third Amendment shall be construed and interpreted under laws of the State of Florida. Mediation shall be governed by the rules of the 16th Judicial Circuit Court in and for Monroe County, Florida. This Third Amendment is not subject to arbitration.

H. Conflicting Resolutions

All resolutions or parts thereof in conflict with the provisions of this Third Amendment and its resolution are hereby repealed to the extent of such conflict.

I. Successors and Assigns

This Third Amendment shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

J. Notices

All notices, demands, requests, or replies provided for or permitted by this Third Amendment shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice shall be deemed effective upon receipt.

All notices, demands, requests, or replies provided for or permitted by this Third Amendment shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice shall be deemed effective upon receipt.

For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

Emily Schemper, AICP, CFM
Senior Director of Planning & Environmental Resources Planning & Environmental Resources
2798 Overseas Highway, Suite 400
Marathon, FL. 33050

The address of Key Largo Ocean Resort Condominium Association, Inc. shall be:

Eduardo Calil, President
Key Largo Ocean Resort Condominium Association, Inc.
94825 Overseas Highway
Key Largo, FL 33037

K. Effective Date

The effective date of this Third Amendment is 45 days after the duly signed and recorded Third Amendment is received by the Florida Department of Economic Opportunity pursuant to Chapter 380, Fla. Statutes, and if appealed, until the appeal is resolved.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written.

APPROVAL OF KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.

Signed, sealed, and delivered in the presence of:

Witness:

For: Key Largo Ocean Resort Condominium Association, Inc.

JAMES SAUNDERS
Print name

By: [Signature]
Eduardo Calit, President

[Signature]
Signature

Dated: 7/24/2020

The forgoing instrument was acknowledged before me on this 24 day of July 2020, by EDUARDO CALIT. He/She is personally known to me or produced _____ as identification and did not take an oath.

[Signature]
Notary Public



Susan J Langley
Printed Name

My Commission expires: 7-29-2023

My Commission number: GG 321813

APPROVAL OF MONROE BOARD OF COUNTY COMMISSIONERS

On this 15th day of July, 2020, Monroe County Board of County Commissioners approved this Third Amendment by Monroe County Board of County Commissioners Resolution No. 204-2020.



ST: Kevin Madok, Clerk

MONROE COUNTY, FLORIDA

Carole Stinson

45 Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Heather Carruthers

BY: Mayor Heather Carruthers

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Steven T. Williams
STEVEN T. WILLIAMS
ASSISTANT COUNTY ATTORNEY
Date 6/25/20

FILED FOR RECORD
2020 JUL 24 PM 2:32

MONROE COUNTY CLERK
KIMBERLY MADOK

Prepared by:
Jim Saunders
99198Overseas Hwy #2
Key Largo, Fl 33037

Doc# 1995782 08/27/2014 4:40PM
Filed & Recorded in Official Records of
MONROE COUNTY RMY HEAVILIN

EXHIBIT A TO THIRD AMENDMENT

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AMENDMENT TO DEVELOPMENT AGREEMENT (Agreement) is binding on the "effective date" as set forth herein between Monroe County, a political subdivision of the State of Florida (County), and Key Largo Ocean Resort Condominium Association, Inc. (KLOR)

WITNESSETH

WHEREAS, KLOR is the owner of real property on Key Largo, Monroe County, Florida, located at approximately mile marker 95 of US highway 1 fronting on the Atlantic Ocean (Property), the legal description of which is contained in Exhibit A - Survey of the Key Largo Ocean Resort Property, attached hereto and made a part hereof (Survey); and

WHEREAS, there are two hundred eighty-five (285) lots within the KLOR resort which provide for seasonal transient and permanent housing, together with amenities including marina, tennis courts, swimming pool, recreation building, boat ramp, clubhouse, boat trailer parking, open space and administrative offices (Resort); and

WHEREAS, the Resort has been operating as a cooperative association under the name of Key Largo Ocean Resorts Co-op, Inc. for over twenty-five years (25) years providing the lease of lots to KLOR stockholders who have placed their individually owned, recreational vehicles, mobile homes or park model homes on the lots shown on the Survey of the property; and

WHEREAS, from Resort's inception until approximately 1989, Monroe County provided valid building permits to locate mobile homes and park model homes on the Property requiring that they be tied down for hurricane force wind protection; and

WHEREAS, the County provided other building permits for screen room enclosures and other permanent structures on the Property; and

WHEREAS, the Monroe County 2010 Comprehensive Plan, until December 2004, designated all the parcels of the property as "Mixed Use/Commercial" on its Future Land Use Map; and

WHEREAS, the property had been designated as being with the "Recreational Vehicle" (RV) land use district from September 15, 1986, until February 2005, which allowed only transient use of properties within the district and not permanent dwellings or structures; and

WHEREAS, in 1997 the Resort purchased approximately 2.0 acres of additional property consisting of both uplands and wetlands designated "Improved Subdivision", also known as the Northeast 100 feet of the Southeasterly 1/2 of Tract 9, SOUTHCLIFF ESTATES, in order to increase the open space area of the Property and to provide additional setbacks, which property is shown as Residential Medium on the County's Future Land Use Maps; and

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Bk# 2700 Pg# 1841

WHEREAS, on January 16, 2002, the Monroe County Board of County Commissioners by eminent domain action acquired 9,318 square feet of the aforementioned portion of Tract 9; and

WHEREAS, over time, structures have been placed within the Resort without the benefit of a building permit, or with a permit which should not have been issued by Monroe County or lawfully constructed for which no permit history can be found; and

WHEREAS, the Resort had the appearance of a mobile home park as the result of the permanent structures being placed in the Resort and the improvements to them being with or without benefit of permit; and

WHEREAS, in 1994 and 1995, the Monroe County Code Enforcement Department began to actively pursue compliance with the requirements of recreational vehicle zoning of the Resort and construction without the benefit of properly issued building permits; and

WHEREAS, as a result of the County's action, KLOR brought legal action against the County seeking relief from the application of the requirements of the recreational vehicle land use district; and

WHEREAS, the Circuit Court of Monroe County granted an injunction against the County, Case Number 96-20160-CA-22, to allow KLOR to seek a change of its land use district designation from "Recreational Vehicle" (RV) designation to "Urban Residential Mobile Home" (URM) in order to resolve some of the code enforcement issues; and

WHEREAS, the court ordered the parties into Mediation, which resulted in a Settlement Agreement signed by the parties in June 2003, approved by the Court on August 4, 2003, which authorized KLOR to submit and apply for a Development Agreement; and

WHEREAS, acting in reliance on the Settlement Agreement, KLOR submitted a proposed Development Agreement to the County; and

WHEREAS, KLOR filed an application to amend the Future Land Use Map designation from Mixed Use/Commercial to High Density Residential and from Residential Medium to Residential High; and

WHEREAS, on August 18, 2004, by unanimous vote, the BOCC approved the amendments to the Future Land Use Map; and

WHEREAS, on August 18, 2004, the BOCC also unanimously approved amendments to the Land Use District Map to classify the property as Urban Residential Mobile Home; and

WHEREAS, the Florida Department of Community Affairs found the proposed amendments to the future Land Use Map in compliance in December 2004, and approved the amendments to the Land Use District Map in February 2005; and

WHEREAS, all of the previous residential improvements and internal roads had been removed in compliance with Monroe County Demo Permit # 10305964; and

WHEREAS, both the County and KLOR recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require a public hearing before both the Planning Commission and the Board of County Commissioners for consideration of a Development Agreement; and

WHEREAS, Section 163.3220, Florida Statutes, authorizes the County to enter into agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; and

WHEREAS, the Monroe County Year 2010 Comprehensive Plan (Comprehensive Plan) contains objectives and policies that seek to reduce the frequency of uses inconsistent with Land Development Regulations and the Future Land Use Map (Objective 101.8) and the objectives of the Settlement Agreement between KLOR and the County; and

WHEREAS, the County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the County Planning Commission issued Planning Resolution No. P49-11 which acknowledges the effective date of the Development Agreement as August 22, 2009 as established by Court Order; and

WHEREAS, the May 12, 2013 Circuit Court Order in 16th Judicial Circuit Court Case 96-260-CA-P has determined that the parties are in compliance with this Development Agreement; and

WHEREAS, the amendment of this Development Agreement is consistent with said May 12, 2013 Order; and

WHEREAS, Key Largo Ocean Resort Condominium Association, Inc., a Florida not for profit corporation, is the lawful successor to Key Largo Ocean Resorts Co-Op, Inc.

NOW THEREFORE, the parties do hereby agree as follows:

I. Purposes

The purposes of this Agreement are as follows:

- A. To amend the KLOR Development Agreement to accurately reflect the current status of the project to include defining the completion of the remedial actions, change the number of allowed marina slips from 65 to 76, add clarifying language to accurately reflect the intent of the parties, incorporate the court rulings to date that affected the original Development Agreement, and to

update the status of the KLOR improvements to achieve compliance with the requirements of the Urban Residential Mobile Home district, such that not more than 285 of the existing manufactured homes and RV units may be replaced with compliant manufactured homes or single family-detached homes elevated to the levels required by the County's Flood Plain regulations.

- B. To allow KLOR to retain as conforming the permitted existing grill/pub, bathrooms, office, pool and pool deck, and club establishments as accessory uses to the principal residential uses, or to replace the accessory structures mentioned above with code compliant structures that do not exceed the total foot print of the existing accessory structure areas including parking and decks, and to provide docking facilities for 76 wet slips.
- C. To establish specific development and permit approvals and processes required bringing the Resort into compliance with County Land Development Regulations, Building and Fire Safety Codes.
- D. To acknowledge that the successor in interest to Key Largo Ocean Resorts, Co-Op is Key Largo Ocean Resort Condominium Association, Inc.

II. Agreement Requirements

The parties recognize the binding effect of Sections 163.3220-163.3243, Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

A. Legal Description of Ownership

The legal descriptions for the properties that are subject to this Agreement are set forth in Exhibit A - Survey of the Key Largo Ocean Resort Property.

B. Duration of Agreement

This Agreement shall remain in effect until December 31, 2018. It is the intention of Monroe County to promote rational and timely development of the Property to maximize best land use management practices consistent with the landowner's rights and commitments described herein.

C. Permitted Uses

The development and uses permitted on the Property, including population densities, building intensities and structure heights and total acreage of the site are:

- 1. The development of not more than two hundred eighty-five (285) Units (Lots) with one manufactured home or single family-detached dwelling unit and accessory structures per lot on the KLOR Property, together with the amenities as shown on the Survey (Exhibit A).
- 2. Accessory structures and uses including: recreational and maintenance facilities, resort office, bath houses, grill/pub, club and docking facilities including 76 boat slips.

3. The unit density is one manufactured or single family-detached home per lot, which is 13.6_units per gross acre. The population density is estimated at approximately 570 persons.
4. Building intensity for the accessory low to medium intensity commercial retail and office use is limited to the aggregate amounts as shown on Exhibit A for such uses. Community open space shall be no less than 102,000 square feet.
5. Building height is limited to 35 feet
6. Total acreage of the site is 25.2416 acres.

For the duration of this agreement, the parties agree that any and all of the approved development shall comply with and be controlled by this Agreement, the Land Development Regulations, and the Comprehensive Plan governing the development of the land effective when Monroe County and KLOR execute this Agreement as authorized by Section 163.3220, Florida Statutes.

D. Public Facilities

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Property.
2. Electric service is provided by Florida Keys Electric Cooperative to the Property.
3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. KLOR shall provide a wastewater collection system for disposal to the Key Largo Waste Treatment District facilities which are available, and for which KLOR has approval to connect at the time of completion and successful final inspection of the collection system which design criteria has been approved by the Key Largo Waste Treatment District.
5. KLOR further agrees to require to the extent that it is able that all unit owners within KLOR connect to same and require such connection in any transfer documents to unit owners.

E. Reservation or Dedication of Land

There is no reservation or dedication of land for public purpose contemplated by this agreement.

F. Local Development Permits

The following is a list of all development permits approved or needed to be approved for the development of the Property as specified and requested in this Agreement:

1. All required Federal, State, South Florida Water Management District, and Monroe County permits for stormwater when necessary, if required.
2. Federal, State and County permits, as required, for docking facilities.
3. Demolition or renovation permits as necessary for the elimination of structures which cannot be permitted according to the regulations pertaining to mobile home parks and Urban Residential Mobile Home Land Use District Regulations as of the effective date of this Agreement.

4. KLOR has submitted and has been issued site work building permit #12305026. This permit application included a complete site redevelopment plan application package to the County for the redevelopment of 285 units of the Resort to the standards and conditions of this Agreement and the County's Land Development Regulations to the extent applicable and not inconsistent with this Agreement. This site redevelopment package, referred to hereinafter as "Site Redevelopment Plan" was issued building permit #12305026 on August 14, 2013 and all fees due pursuant to this permit were paid. If additional building permits are deemed necessary by the Monroe County Building Official, KLOR will be responsible for application and payment.
5. Building and related construction permits for land clearing, adequately sized wastewater collection facilities, stormwater facilities, utilities and road improvements were included in building permit #12305026 that has been issued, and as appropriate to implement the conditional use order and this Agreement.
6. Marina: The Marina plan has been submitted to The Army Corp of Engineers (ACOE) and has been assigned permit number SAJ-2007-05489. Upon approval of ACOE and other permitting agencies the design will be submitted to the Monroe County Building Department for review and issuance of a building permit. The work will begin after permits are issued.
7. 285 Units (Lots): With the conversion to condominium the individual Units (Lots) are deeded to individual Owners. These Owners have the right to use any appropriately licensed entity or individual to build their individual homes. All Owners are required to meet KLOR published architectural guidelines (which may change from time to time), and all permit plans submitted to the County Building Department must have the KLOR Architectural Review Board's stamp of approval. In event the architectural guidelines may conflict with Monroe County requirements, the Monroe County requirements will prevail. Prior to construction, all unit Owners must obtain the appropriate building permits that meet the building codes that are in effect at time of permitting. Unit Owners may sell their lots to other individuals or entities, who may build at any time with a building permit issued by Monroe County Building Department. The right to build on an individual Unit (Lot) shall extend in perpetuity, and extend beyond the term of this Amendment to the Development Agreement.

G. Finding of Consistency

By entering into this Agreement, Monroe County finds that the development permitted or proposed herein is consistent with and furthers the County's Comprehensive Plan and Land Development Regulations.

H. Breach, Amendment, Enforcement, and Termination

Exclusive of any others except those imposed by law, the following additional conditions, terms, restrictions, or other requirements are also determined by the parties to be necessary for the execution and enforcement of this Agreement:

1. Breach of Agreement and Cure Provisions

- a. Upon KLOR's material breach of the terms and conditions of this Agreement, Monroe County shall serve a written notice on and shall provide KLOR the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Monroe County shall allow KLOR an opportunity to cure the breach or to negotiate an amendment to this Agreement within a reasonable time, not to exceed ninety (90) days after KLOR response or proposal, absent exigent circumstances.
- b. The following events, unless caused by fire, storms, floods, other acts of God, or events beyond the control of KLOR are to be considered a material breach of this Agreement: (1) the failure to comply with the provisions of this Agreement or the application for the permits to effectuate the actions required and described herein; (2) the failure to maintain conditions placed on permits or approvals contained in or issued as a direct result of this Agreement; (3) the failure to comply with applicable permitting requirements of Monroe County after notice and opportunity within ninety (90) days to commence to comply with such permitting requirements or, if applicable, to commence with such requirements and have completed within a reasonable time as mutually agreed by the parties if compliance requires more than sixty (60) days.
- c. Pursuant to FS Sec 163.3235 Monroe County may inspect the property subject to this Agreement to determine good faith compliance with the terms of the development agreement. In addition, for the life of the Agreement, Monroe County staff may enter upon the property at any time with 24 hours notice to the manager or contractor on site to assure that improvements are proceeding according to the site plan and that the RVs are placed according to code, and that all RVs are removed by December 31, 2016.

2. Amendment, Termination, or Revocation

The parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein. Amendments to this Agreement shall subject KLOR to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met. It is further agreed that no modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by the parties to this Agreement.

3. Hearing Requirements

- a. Before amending, terminating, or revoking this agreement, Monroe County shall conduct at least two (2) public hearings. The hearings shall be held pursuant to an application filed

with Monroe County by the party seeking to amend, terminate or revoke this Agreement, along with the requisite filing fee.

- b. Notice of intent to amend, terminate, or revoke this Agreement shall be advertised at least seven (7) days before the public hearing in a newspaper of general circulation and readership in Monroe County. The day, time, and place of any further public hearing shall be announced at the first public hearing and the date thereof shall be advertised at least seven (7) days before such public hearing. The notices shall specify the location of the property subject to this Agreement, the development uses proposed on the property, the proposed population densities, and the proposed building intensities and height, and shall specify a place where a copy of the proposed amendment, termination or revocation, and supporting information can be obtained.

4. State and Federal Law

If State and Federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, this Agreement shall be modified as is necessary to comply with the relevant State or Federal Laws; however, this Agreement shall not be construed to waive or supersede any contention under law that KLOR has acquired vested rights under prior law.

5. Enforcement

- a. If Monroe County, through Growth Management Division, finds that KLOR or a successor is in material breach of this Agreement, and after notice is given as provided herein to respond to or cure said breach, KLOR fails within a reasonable to respond, cure, or secure and amendment resolving the breach, Monroe County may utilize appropriate code enforcement remedies to cure any breach or seek through the Circuit Court of Monroe County enforcement of the provisions of the Settlement Agreement approved by the Court on August 4, 2003 or other court order.
- b. Monroe County, KLOR, their successors or assigns, or any aggrieved or any adversely affected person as defined in Section 163.3215(2), Florida Statutes, may file an action for injunctive relief in the Circuit Court of Monroe County to enforce the terms of this Agreement or to challenge compliance with the provisions of Sections 163.3220-163.3243 Florida Statutes.
- c. Nothing contained herein shall limit any other powers, rights, or remedies that any party has, or may have in the future, to enforce the terms of this Agreement.

III. Compliance with Other Laws

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve KLOR of the necessity of complying with the laws governing said permitting requirements, conditions, terms, or restrictions.

IV. Additional Provisions

A. Permits KLOR has removed all dwelling units from the site. The site demolition permit #10305964 under which this work was completed was closed on or about 8/07/2013, thereby bringing all sites into compliance for demolition or removal of all dwelling and or foundations, tie downs, and any other improvements that were on the previous building lots. All work authorized by permits shall be completed in accordance with Chapter 6, Monroe County Code. The Permit required for roads, fire suppression, storm water, landscaping, and utility relocations, was issued by Monroe County Building Department on August 14, 2013, and has building permit #12305026. Permit applications for the guardhouse (Permit # 12305027), and office building (Permit #13304084) have been submitted. Permit # 12305050 for wall repairs was issued on October 17, 2013. The final marina permit design is under development to comply with Army Corp of Engineers, Department of Environmental Protection, and South Florida Water Management District requirements. A Marina building permit application will be submitted to Monroe County in conjunction with the agency permitting. The construction under site work permit #12305026 will be completed prior to unit owners receiving certificates of occupancy for residential units. Completion of work covered by this site work permit #12305026, office permit building # 13304084, guardhouse permit #12305027, and wall permit # 12305050 will be complete and compliant with the conditions in P49-11 as amended. Any additional site work including, but not limited to the marina, clubhouse, pool, or marina building will be done during the term of this agreement, will have all appropriate permits, and meet any county or fire marshal required safety measures during the construction of those elements, The County has recognized there are 285 residential allocations for KLOR. Current Unit owners and/or their successors will be applying for individual permits to build their own residences. Each resident permit application will require approval by the KLOR Architectural Review Board prior to submission to the building department.

B. Vesting and Compliance Policies

The following are the policies and standards for the vesting of certain improvements and compliance actions that govern the specific compliance actions required and which shall be followed in implementing the terms and conditions of this agreement:

1. Any improvements except as noted below for driveways other surface cover improvements, that have been made without a permit have been removed, including below base flood ground mounted air conditioning condensers except where after-the-fact permits can be issued.

2. All unpermitted impervious surface improvements, such as concrete or asphalt driveways and slabs, may be retained except where they are required to be removed by this Agreement or the Site Redevelopment Plan.
3. As defined in the Land Development Regulations, all non-road ready park models, other recreational vehicles, or non-compliant manufactured homes in place prior to 1990 or that received a permit for the replacement by the County after that date have been removed
4. Upon completion of site work and after such time as KLOR is permitted by the County to occupy the individual Units (Lots): The residential structures may be temporarily replaced on Owner's individual Units (Lots) by road ready RVs for a period not to extend beyond December 31, 2016. All RV Installations shall require permitted water, sewer, and electrical connections to service the RVs. Permanent Homes in compliance with Planning Resolution P49-11 as amended shall be authorized to be placed on any Units (Lots) at any time after acknowledgment from the County that the specific Unit (Lot) is ready for Construction. This acknowledgement may be in the form of issuance of the building permit. All new construction on any Units (Lots) will require the issuance of, and compliance with a Monroe County building permit.
5. Lot owners delinquent on payment of the Monroe County license tax pursuant to Section 320.08 Florida Statutes shall be required to pay in full any outstanding balance and delinquent fees to the Monroe County Office of Tax Collector prior to issuance of any permit under this Agreement.

C. Special Development Standards

1. The Site Redevelopment Plan does insure that the configuration of manufactured homes meets the separation requirement of NFPA 501A – Standard for Fire Safety Criteria for Manufactured Home Installations, Sites and Communities to the maximum extent practicable without the removal of units.
2. The Site Redevelopment Plan l addresses the life safety and fire protection and was approved by Monroe County Planning, Building Department, and Fire Marshal.
3. KLOR is entitled to 285 Units (Lots),as shown on the site plan attached to P49-11 as amended and recorded on Doc #1871838, Bk# 2557, Pg# 452
4. Pursuant to paragraph B. above, road ready recreational vehicles may be temporarily placed on individual Units (Lots) until December 31, 2016. All RV installations will require permitted water, sewer, and electrical connections to service the RV while on site. Permanent homes in compliance with the Planning Resolution No. P49-11 as amended shall be authorized to be placed on any of the Units (Lots) at any time subject to the issuance of, and compliance with a Monroe County building permit.
5. The Board of County Commissioners hereby reserves the right to review and amend the Site Redevelopment Plan consistent with this Agreement. KLOR may petition the Board of County Commissions to review the Site Redevelopment Plan approved by the Planning Commission.

D. Recording

The County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all parties. Recording fees shall be paid by KLOR.

E. Entire Agreement

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in or incorporated into this document; accordingly, it is agreed that no deviation from the terms hereof shall be predicted upon any prior representations or agreements, whether oral or written.

F. Severability

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provisions shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.

G. Jurisdiction and Governing Law

The parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under laws of the State of Florida. Mediation shall be governed by the rules of the 16th Judicial Circuit Court in and for Monroe County, Florida. This Agreement is not subject to arbitration.

H. Conflicting Resolutions

All resolutions or parts thereof in conflict with the provisions of this Agreement and its resolution are hereby repealed to the extent of such conflict.

I. Successors and Assigns

This Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

J. Notices

All notices, demands, requests, or replies provided for or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as Certified or Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice shall be deemed effective upon receipt.

For purposes of notice, demand, request, or replies:

The address of Monroe County shall be:

Roman Gastesi
County Administrator
1100 Simon Street, Ste205
Key West, FL. 33040

The address of Key Largo Ocean Resort Condominium Association, Inc. shall be:

Gicela Pino, President
Key Largo Ocean Resort Condominium Association, Inc.
94825 Overseas Highway
Key Largo, FL 33037

K. Effective Date

The effective date of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Community Affairs pursuant to Chapter 380, Fla. Statutes. The effective date of this first amendment is 30 days from the date of its rendering.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written.

APPROVAL OF KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.

Signed, sealed, and delivered in the presence of:

Witness:
Abel Chararan
Print name

For: Key Largo Ocean Resort Condominium Association, Inc.

By: [Signature]
Gicela Pino, President

Abel Chararan
Signature

Dated: 8/4/14

The forgoing instrument was acknowledged before me on this 4 day of August 2014, by Gicela Pino. He/She is personally known to me or produced DL P500 280 63-837-0 as identification and did not take an oath.



[Signature]

Notary Public

Milena Romeo

Printed Name

My Commission expires: 07/17/15

My Commission number: EE078121

APPROVAL OF MONROE BOARD OF COUNTY COMMISSIONERS



On this 10th day of August, 2014, Monroe County Board of County Commissioners approved this document by Monroe County Board of County Commissioners Resolution No. 196-2014.

ATTEST: Amy Heavilin, Clerk

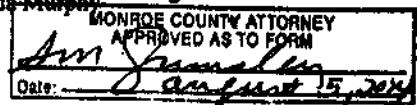
MONROE COUNTY, FLORIDA

Dorothy Ballada

Deputy Clerk

[Signature]

BY: MAYOR Sylvia Murphy



Doc# 1885782
Bk# 2788 Pg# 1654

EXHIBIT A

**SURVEY OF
KEY LARGO OCEAN RESORTS PROPERTY**

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF: **94825 OVERSEAS HWY., KEY LARGO, FL.**

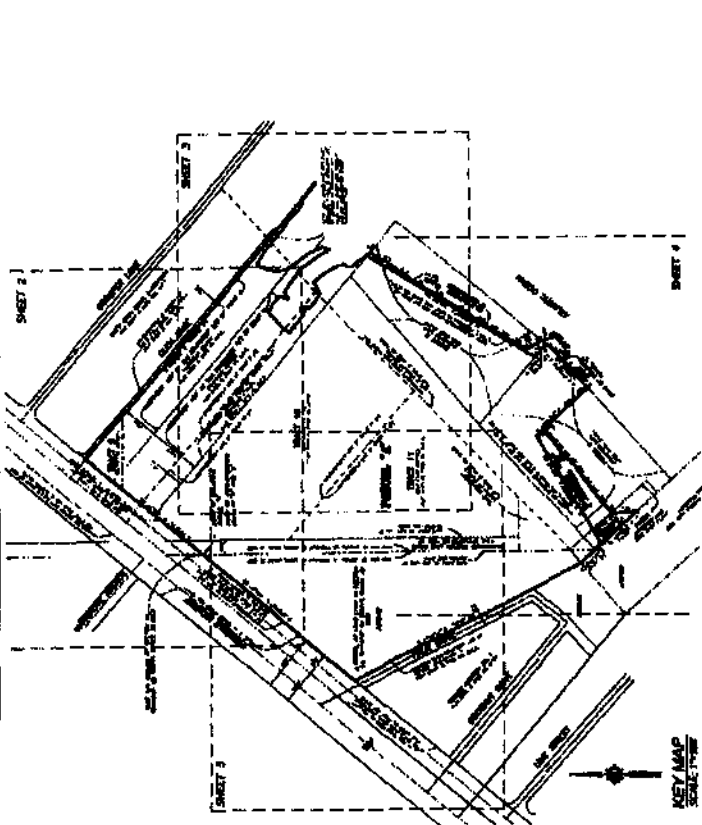
LOCAL RECORDING BOOK NO. 10
PAGE 10
EXACTA
RECORDED AT THE OFFICE OF THE
DEPUTY CLERK OF THE COUNTY OF
DUVAL, FLORIDA, THIS 10TH DAY OF
MAY, 1955.

THIS SURVEY WAS MADE BY
[Name]
ON THE 10TH DAY OF MAY, 1955
AND IS SUBJECT TO THE
CORRECTIONS AND AMENDMENTS
HEREIN SET FORTH.

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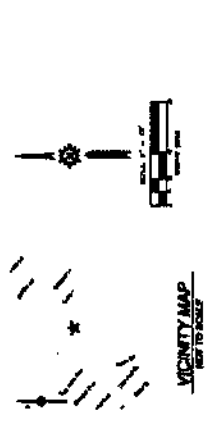
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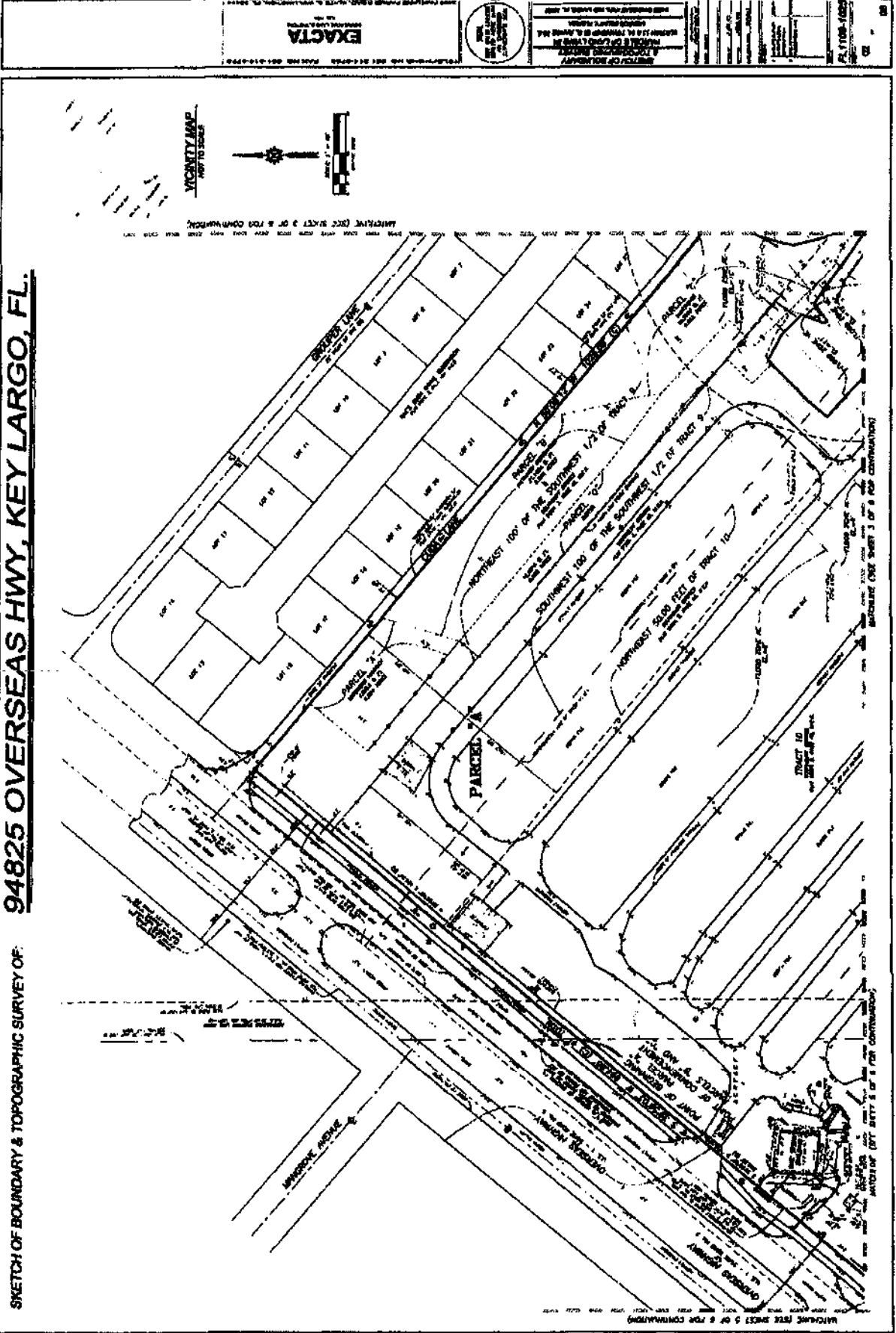
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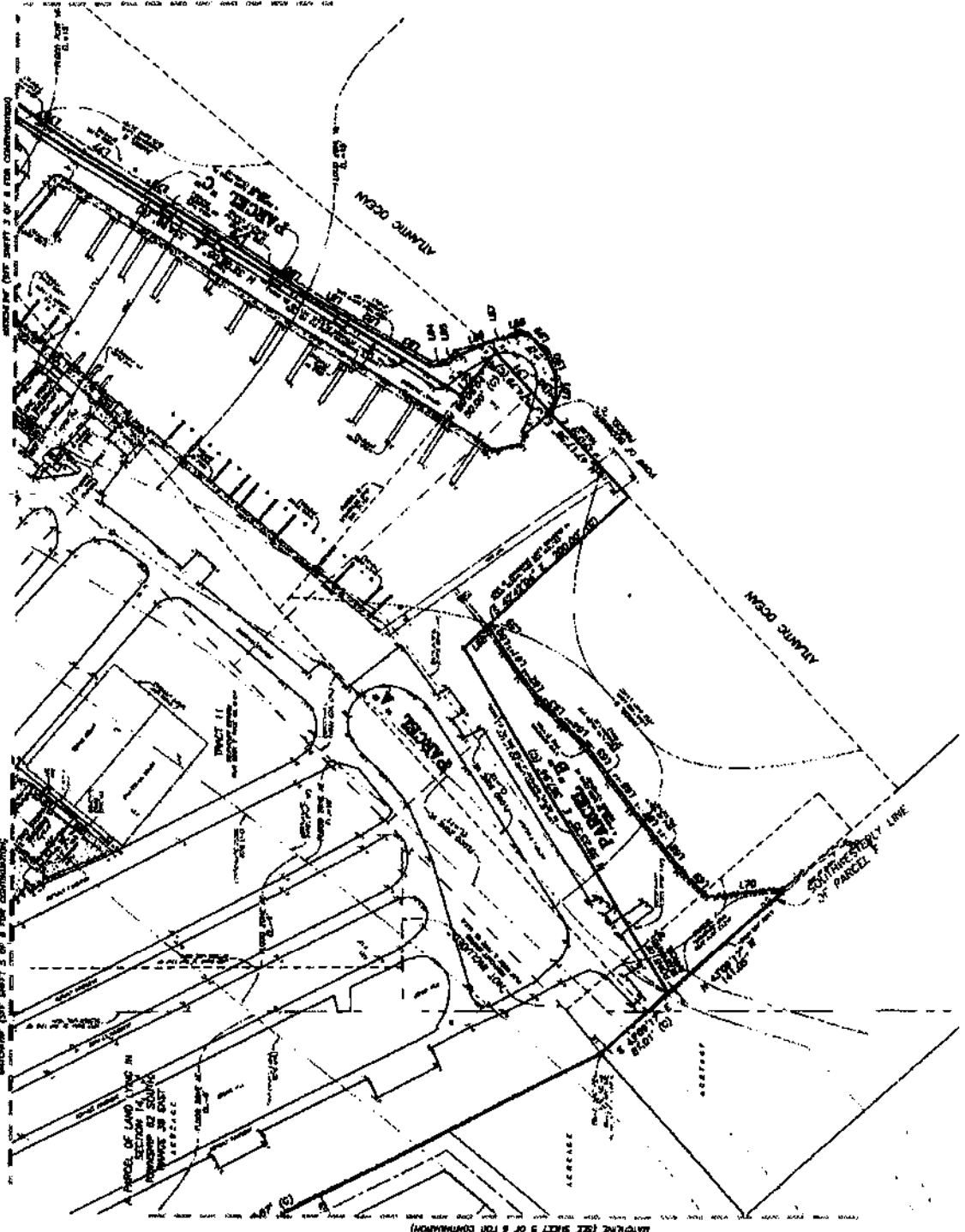
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SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF: **94825 OVERSEAS HWY, KEY LARGO, FL.**



SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF: 94825 OVERSEAS HWY, KEY LARGO, FL.



MATCHING (SEE SHEET 3 OF 8 FOR CONTINUATION)

MATCHING (SEE SHEET 5 OF 8 FOR CONTINUATION)

ADJACENT TO THE WEST: SHEET 2 OF 8 FOR CONTINUATION

ADJACENT TO THE EAST: SHEET 4 OF 8 FOR CONTINUATION

PIECES OF LAND FOUND IN
ADJACENT TO THE EAST
ADJACENT TO THE WEST



TABLE 1

NO.	DESCRIPTION	BEARING	DISTANCE
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10

TABLE 2

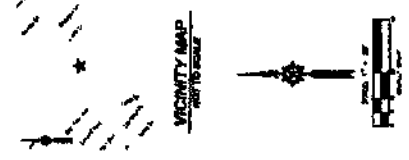
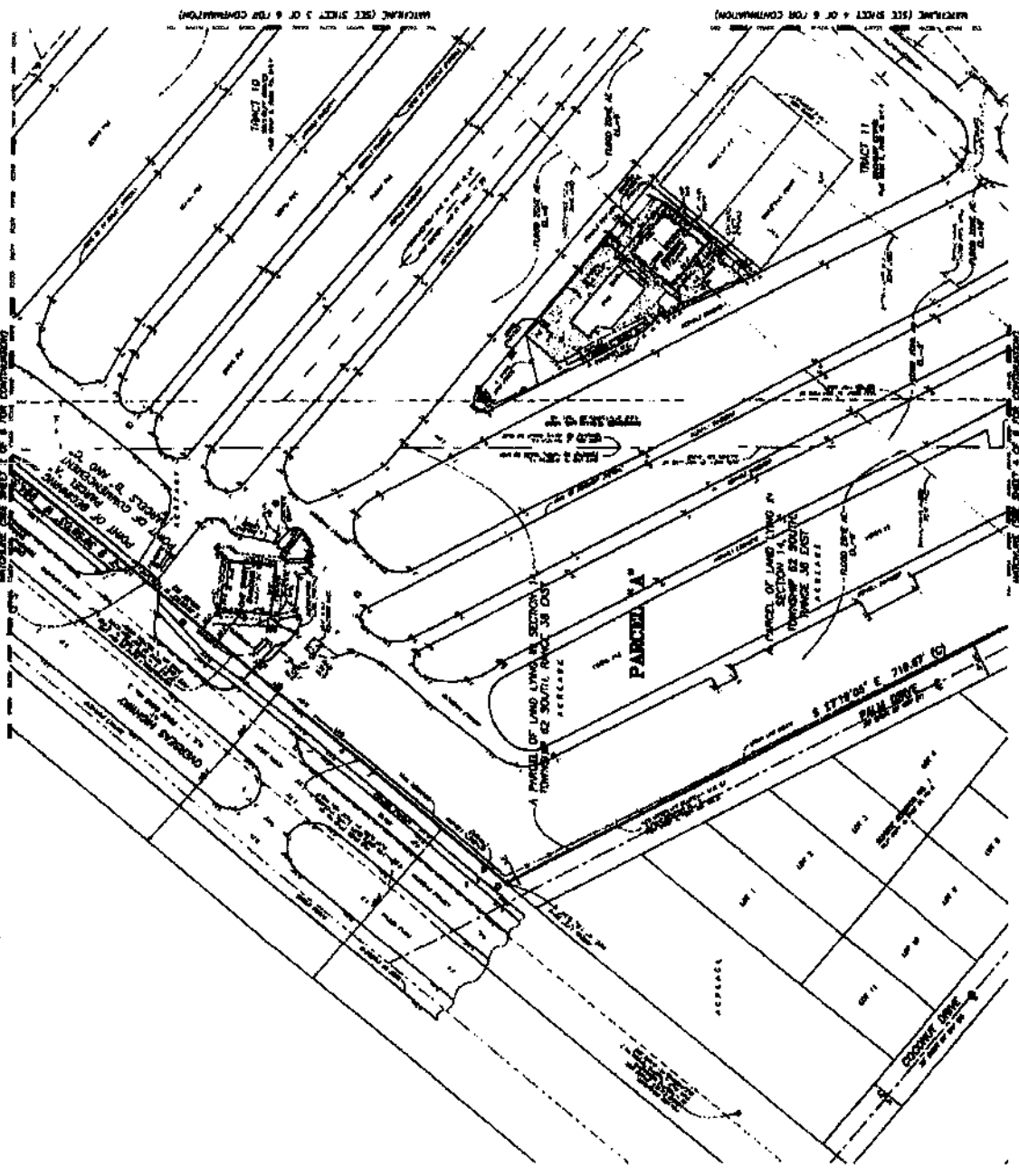
NO.	DESCRIPTION	BEARING	DISTANCE
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EXACTA
SURVEYING & MAPPING, INC.
1000 N. W. 10th St., Ft. Lauderdale, FL 33304
TEL: 561-533-1111 FAX: 561-533-1112

SECTION OF BOUNDARY
A TOPOGRAPHIC SURVEY
OF LANDS IN TRACT NO. 10,000
IN TOWNSHIP 24 N., RANGE 19 W.,
COUNTY OF DADE, FLORIDA
BY
ROBERT J. BROWN, S.F.S.
REGISTERED PROFESSIONAL SURVEYOR
NO. 10,000

DATE: 10/1/82

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF: **94825 OVERSEAS HWY, KEY LARGO, FL.**



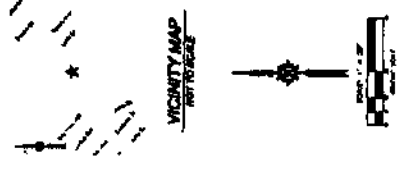
EXACTA



STATE OF FLORIDA
 SURVEYORS
 REGISTRATION NO. 12345
 NAME OF SURVEYOR
 DATE OF SURVEY

NO.	1
DATE	1985
PROJECT	94825 OVERSEAS HWY, KEY LARGO, FL.
SCALE	AS SHOWN
BY	[Signature]
CHECKED BY	[Signature]
APPROVED BY	[Signature]

SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY OF: 94825 OVERSEAS HWY, KEY LARGO, FL.



EXACTA



DATE OF SURVEY	10/15/2020
PROJECT NO.	2020-0017
SURVEYOR	DAVID J. HARRIS, P.E.
SCALE	AS SHOWN
DATE OF PLOTTING	10/15/2020
PLOTTED BY	DAVID J. HARRIS
CHECKED BY	DAVID J. HARRIS
DATE OF CHECK	10/15/2020
PROJECT LOCATION	94825 OVERSEAS HWY, KEY LARGO, FL
PROJECT DESCRIPTION	SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY
PROJECT NO.	2020-0017
DATE OF SURVEY	10/15/2020
SURVEYOR	DAVID J. HARRIS, P.E.
SCALE	AS SHOWN
DATE OF PLOTTING	10/15/2020
PLOTTED BY	DAVID J. HARRIS
CHECKED BY	DAVID J. HARRIS
DATE OF CHECK	10/15/2020
PROJECT LOCATION	94825 OVERSEAS HWY, KEY LARGO, FL
PROJECT DESCRIPTION	SKETCH OF BOUNDARY & TOPOGRAPHIC SURVEY



**MONROE COUNTY, FLORIDA
RESOLUTION NO. 196-2014**

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING AN AMENDMENT TO A DEVELOPMENT AGREEMENT BETWEEN MONROE COUNTY, FLORIDA AND KEY LARGO OCEAN RESORT CONDOMINIUM, INC. ALSO KNOWN AS KLOR AND FORMERLY KNOWN AS KEY LARGO OCEAN RESORTS CO-OP, INC. CONCERNING PROPERTY LOCATED AT 94825 OVERSEAS HIGHWAY, KEY LARGO, APPROXIMATE MILE MARKER 95, DESCRIBED AS A PARCEL OF LAND IN SECTIONS 13 AND 14, TOWNSHIP 62 SOUTH, RANGE 38 EAST, BEING PART TRACT 10 AND PART TRACT 11 OF SOUTHCLIFF ESTATES (PLAT 2, BOOK 45), KEY LARGO, MONROE COUNTY, FLORIDA HAVING REAL ESTATE NUMBERS 00483401.000100 THROUGH 00483401.028500 AND 00483402.000000.

WHEREAS, during a regularly scheduled public meeting held on August 20, 2014, the Monroe County Board of County Commissioners conducted a public hearing to review and consider a request filed by Jim Saunders, on behalf of Key Largo Ocean Resort Condominium, Inc. (KLOR), for an Amended Development Agreement in accordance with Monroe County Code §110-132 and §110-133 and Florida Statutes §163.3220 *et. seq.*, the "Florida Local Government Development Agreement Act"; and

WHEREAS, the subject property is located at 94825 Overseas Highway in Key Largo, approximate mile marker 95, and is legally described as a parcel of land in Sections 13 and 14, Township 62 South, Range 38 East, Key Largo, being a part Tract 10 and part Tract 11 of Southcliff Estates (Plat Book 2, Page 45) Monroe County, Florida having real estate numbers 00483401.000100 through 00483401.028500 and 00483402.000000; and

WHEREAS, in 2006, the County entered into a Development Agreement with KLOR's predecessor in interest, Key Largo Ocean Resorts Co-op, Inc. which among other provisions provided conceptual approval of a plan to redevelop the site. The Development Agreement was memorialized in BOCC Resolution #242-2006; and

WHEREAS, this request for an amendment relates to the redevelopment of the property with a maximum of 285 single family detached dwelling units and accessory structures and uses including recreational and maintenance facilities, resort office, bath houses grill/pub, club and docking facilities; and

WHEREAS, the amendment results in revisions to some provisions of the 2006 development agreement including:

- Amends references from "Key Largo Ocean Resort Co-op" to "Key Largo Ocean Resort Condominium Association, Inc." as the successor in interest
- Updates the status of improvements to achieve compliance from 2006 to present to reflect completion of demolition work and attainment of recent building permits for site work
- Increases wet slips from 65 to 76
- Allows existing lawfully nonconforming accessory structures approved to remain on site to be demolished and replaced with new structures
- Allows road ready RVs to remain on the property until December 31, 2016
- Extends the expiration date of the original development agreement from August 22, 2016 to December 31, 2018

WHEREAS, at a public hearing on June 25, 2014, the Monroe County Planning Commission reviewed the Development Agreement and recommended approval; and

WHEREAS, based upon the information and documentation submitted, the Board of County Commissioners makes the following Findings of Fact:

1. The subject property is located in the Urban Residential Mobile-Home (URM) land use district;
2. The subject property has a Future Land Use Map (FLUM) designation of Mixed Use / Commercial (MC);
3. The subject property has a tier designation of Tier III;
4. In 1994 and 1995, the Monroe County Code Enforcement Department began to actively pursue compliance with the requirements of the Recreational Vehicle (RV) district in order to resolve violations related to construction carried out without the benefit of properly issued building permits;
5. As a result of the County's action, KLOR brought legal action against the County seeking relief from the application of the requirements of the Recreational Vehicle district;
6. The Circuit Court of Monroe County granted an injunction against the County, Case Number 96-201630-CA-22, to allow KLOR to seek a change of its land use district designation from Recreational Vehicle (RV) to Urban Residential Mobile Home (URM) in order to resolve some of the code enforcement issues;

7. The Court ordered the parties into Mediation, which resulted in a Settlement Agreement signed by the parties in June 2003, approved by the Court on August 4, 2003, which authorized KLOR to submit and apply for a Development Agreement;
8. In 2004, KLOR amended the Future Land Use Map Designation from Mixed Use/Commercial (MC) to Residential High (RH) and from Residential Medium (RM) to Residential High (RH);
9. In 2004, KLOR amended the Land Use District Map from Recreation Vehicle (RV) to Urban Residential Mobile Home (URM) and from Improved Subdivision (IS) to Urban Residential Mobile Home (URM);
10. In 2006, the County entered into a Development Agreement with KLOR which provided conceptual approval of a plan to redevelop the site. The Development Agreement was memorialized in BOCC Resolution #242-2006; and
11. In 2007, the Planning Commission approved a request by KLOR for a major conditional use permit to approve the redevelopment plan and site plan. The approval and conditions were memorialized in Planning Commission Resolution #P35-07;
12. Following its issuance, Resolution #P35-07 was appealed to the State of Florida Division of Administrative Hearings (DOAH Case #07-5390). Following a review by DOAH, the case was dismissed, documented by a final order of dismissal signed by Bram D. E. Canter, Administrative Law Judge, on June 25, 2008. A KLOR resident named Maria Barroso appealed that order to the Circuit Court (Case #: CA P 08-564). That case was dismissed by agreement on August 18, 2009;
13. In 2007, the BOCC approved a request by KLOR for a waiver to the inclusionary housing requirements. The approval and conditions were memorialized in BOCC Resolution #298-2007;
14. On July 13, 2009, the County filed a motion with the Circuit Court to ratify and approve the Development Agreement. On August 22, 2009, the Circuit Court granted the County's motion and adopted a "Master Development Schedule...as a guideline for the parties to implement the Development Agreement." The Master Development Schedule was never implemented because the KLOR Board was recalled and replaced in late 2009;
15. In 2009, the County sought to enjoin the use of the Park for habitation because of numerous life safety violations. After touring the park, the Circuit Court Judge granted the injunction and originally ordered the park to close as of January 15, 2010. That deadline was extended, but the Court ultimately ordered the park closed for habitation effective July 31, 2010 in an order dated June 22, 2010. In the June 22, 2010 order, the Court ordered that all illegal structures on the property be demolished by December 31, 2010;

16. On December 21, 2011, the Planning Commission approved a request by KLOR for a major deviation to the major conditional use permit. The approval and conditions were memorialized in Planning Commission Resolution #P49-11;
17. Florida Statutes §163.3220 authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development;
18. Florida Statutes §163.3237 allows amendments to development agreements;

WHEREAS, based upon the information and documentation submitted, the Board of County Commissioners makes the following Conclusions of Law:

1. The request is consistent with the provisions and intent of the Monroe County Code;
2. The request is consistent with the provisions and intent of the Monroe County Year 2010 Comprehensive Plan;
3. The request is consistent with the provisions and intent of the Master Plan for Tavernier Creek Bridge to Mile Marker 97;
4. The request is consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern;
5. The Agreement, among other things, is intended to and shall constitute a development agreement among the Parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, et seq., Florida Statutes;

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NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to APPROVE the proposed Amended Development Agreement between Monroe County and Key Largo Ocean Resort Condominium, Inc.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS of Monroe County, Florida, at a regular meeting held on the 20TH of August, 2014.

Mayor Sylvia Murphy	<u>Yes</u>
Mayor pro tem Danny L. Kohlage	<u>Yes</u>
Commissioner Heather Carruthers	<u>Yes</u>
Commissioner George Neugent	<u>Yes</u>
Commissioner David Rice	<u>Yes</u>



BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

BY:

Sylvia J. Murphy

Mayor Sylvia Murphy

AMY HEAVILIN, CLERK

Kristy Ballash
Deputy Clerk

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2014 AUG 22 PM 5:06

CLK. CIR. CL.
MONROE COUNTY, FLA

STATE OF FLORIDA
COUNTY OF MONROE
This Copy is a True Copy of the
Original on File in this Office. Witness
my hand and Official Seal.

This 20th day of August
A.D., 2014

AMY HEAVILIN
Clerk Circuit Court

Kristy Ballash
By _____ D.C.

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
Date: 7-29-14

EXHIBIT B TO THIRD AMENDMENT

**KEY LARGO OCEAN RESORT
CONDOMINIUM ASSOCIATION, INC.**

**DESIGN GUIDELINES AND USE RULES AND
REGULATIONS FOR DEVELOPMENT**

August 15, 2011
Revised 12/06/11
Revised 1/26/17
Revised 12/14/19

PREPARED BY:
ARCHITECTURAL REVIEW BOARD

**ARCHITECTURAL REVIEW BOARD OF
KEY LARGO OCEAN RESORT CONDOMINIUM
ASSOCIATION, INC.
DESIGN GUIDELINES AND USE RULES AND REGULATIONS
(APPROVED BY THE ASSOCIATION BOARD OF DIRECTORS ON JANUARY 26, 2017)**

This document is not intended to change or replace any of the by-laws or rules and regulations as set forth in the **BY-LAWS OR CORPORATE DOCUMENTS OF KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC.**; it has been promulgated to protect the architectural integrity and harmony of this Condominium.

All structures covered on this document must be in compliance with all rules and regulations promulgated by the authorities having jurisdiction ("AHJ"). Compliance with this document does not relieve the Unit Owner from compliance with the aforementioned rules and regulations of the AHJ.

Permits and inspections are the **SOLE** responsibility of the Unit Owner after prior approval and issuance of an authorization letter to proceed by the Board.

The attached Architectural Graphic Design Guidelines and Use Rules and Regulations for Development shall be used in conjunction with this document. In the event that conflicting information is found between the two documents, the more restrictive rule shall govern.

I. General

- a. Authority
- b. Definitions
- c. History
- d. Mission statement
- e. Project program
- f. Design Concept
- g. Massing
- h. Architectural Review Board
- i. Project review procedure
- j. Community Parking Regulations

II. Building Guidelines Rules and Regulations

- a. Building envelope and structure placement within Unit
- b. Unit off-street parking requirements
- c. Ground floor storage
- d. Structure Height
- e. Porches and terraces
- f. Fenestration
- g. Exterior vertical circulation
- h. Exterior cladding and finish
- i. Roof
- j. Minimum construction requirements
- k. Construction Procedures and Safety Regulations

III. Site-specific Building Rules and Regulations and Use Restrictions

- a. Waterfront Units
- b. Buffer Units

IV. Pre-Approved Models (Facade)

- a. Aruba
- b. French Key
- c. Aruba
- d. Grand Bahama I
- e. Grand Bahama II
- f. Grand Cayman
- g. Little Abaco
- h. St. Barts
- i. St. Kitts

- j. St. Lucia
- k. St. Martin
- l. St. Thomas
- m. St. Vincent

Authority

These Design and Use Rules and Regulations for Development have been adopted and approved by the Key Largo Ocean Resort Condominium Association, Inc. Board of Directors in accordance with the Association By-laws as of August 15, 2011. This document has been adopted not only to protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

This document is provided as a complement to the Association By-laws and is to be implemented as such. It **does not** replace the code requirements mandated and enforced by the AHJ.

Definitions

Accessory Shoreline Structures and Plantings: Any accessory structure constructed or shrub or tree planted as specified under these guidelines.

Association: Key Largo Ocean Resort Condominium Association, Inc. (KLOR)

Architectural Review Board ("ARB"): entity designated by the KLOR Board of Directors to protect the architectural integrity and harmony of the community.

Board of Directors ("BOD" or "Board"): governing body of the Key Largo Ocean Resort Condominium Association elected by its Members.

Authority(ies) having jurisdiction ("AHJ"): any governmental agency or sub-agency which regulates the construction process, including, but not limited to, County, State and Federal agencies which enforce the building and fire codes.

Unit: A parcel of Condominium Property described by a legal description, as a "Unit" on the Exhibits to the Declaration of Condominium and which are subject to exclusive ownership.

Setback: With respect to a unit, is the distance from the unit boundaries, as described by the legal description, to the building envelope. Measured from the boundary(ies) to the eave or drip-line of the structure, in these guidelines the drip-line is synonymous with the building envelope line. Also the distance between a building, Unit or other improvement and the property line.

Building envelope: the volume created within a Unit by establishing the required setbacks from the boundaries and the maximum building height from the crown of the road directly in front of the Unit.

Structure: structure used or intended for supporting or sheltering any use or continuous occupancy within the building envelope as a single family residence.

Watercraft: any vessel, boat or personal craft that is designed to move through the water.

Mean high water line: mark established by survey which represents the intersection of the nineteen-year mean high water elevation with the shoreline.

History

Since its inception in the late 1970's as a travel-trailer park, the residents of this community transient and permanent alike have been drawn to use KLOR as a departure port for their fishing expeditions as well as other sea-related activities. The strategic location proffered by Key Largo Ocean Resorts is the main reason for its use and occupancy. Any person who has lived or visited this community has always come away with fond memories of the surrounding sea, its deep water access and the overall views and vistas available from the shoreline.

Mission Statement

On June 5, 2010 an overwhelming majority of KLOR shareholders of the former Key Largo Ocean Resorts cooperative voted to adopt the proposed Site Plan which these Design Guidelines and Use Rules and Regulations are a part of. On September 13, 2011 an overwhelming majority again voted to adopt a modified Site Plan and Design Guidelines and Use Rules and Regulations based on a compromise with dissenting waterfront Unit Owners.

The main reason for this overwhelming approval is the fact that it brings equity to all Unit Owners under the Declaration of Condominium. In order to ensure compliance with the majority's decision while preserving future property values through the development

of a cohesive community, the KLOR BOD has devised a tool whereby all Unit Owners can design and build their homes through the use of design and construction professionals and while doing so also maintain and preserve the character and architectural style of their community.

The intent of the Key Largo Ocean Resort Condominium Association, Inc., Design Guidelines and Use Rules and Regulations is to create and maintain a harmonious and cohesive architectural environment through the use of simple architectural design elements and materials.

Project Program

To design a community consisting of two hundred eighty five (285) new single family homes, a new office structure, a new recreation building structure and swimming pool, a new marina grill structure, a new tennis/basketball amenity, and new manned entry gatehouse structure all within a waterfront twenty three point zero four (23.04) acres site in Key Largo, Florida.

Parking for two motor vehicles and one watercraft shall be provided within the building envelope of each Unit.

The first habitable level of all Unit structures shall be elevated to comply with flood plain requirements.

Property setbacks for new construction and other requirements such as open community area and buffers are as follows:

Setback at Northwest (Overseas Highway) property line: twenty (20) feet scenic corridor.

Setback at Southwest property line: twenty (20) feet landscape buffer.

Setback at Northeast property line: twenty (20) feet landscape buffer.

Setback at Southeast (Atlantic Ocean) property line: twenty (20) feet.

Open community area required: one hundred and two thousand (102,000) square feet.

Design concept

In the context of establishing this community's architectural style and character it is important to consider the relationship between the user and his ultimate goal, which is the use and enjoyment of the adjacent Atlantic Ocean. It follows that a marine-like theme would be the best suited to both identify and reinforce this relationship.

There are two program requirements which are crucial to the successful architectural design for this community.

First, almost all of the 285 residents own some type of watercraft and motor vehicle and the available Common Elements are limited to the use of access roads, community buildings and open community space, thus the need to locate them within the individual Unit envelope.

Second, this community is situated on a flood zone, thus the lowest habitable level must comply with the federally mandated flood requirements.

The placement of the lowest habitable level living area on an elevated structure to comply with flood and parking requirements provides the physical solution to the program requirement, as far as functionality of design is concerned, and in doing so, it establishes the form and character of the homes of this community.

Providing a rectangular layout following the building envelope will provide the most cost-efficient plan and maximize the use of the available space, which in this project is a must.

Massing

The program which requires the placement of 285 homes on this site together with the need to store motor vehicles and watercraft within the individual Unit envelope due to site constraints as well as the need to comply with flood requirements for this site will help shape the strong form of these houses. A rectangular plan raised on an elevated structure provides the best architectural solution as the massing can then be articulated through the juxtaposition of volume and void.

Terraces recessed within the volume of the structure at the rear will be mandatory on those houses which have their rear façade facing the shoreline.

The one or two story houses will be elevated off the ground via the use of structural columns, and or partial structural walls in compliance with the guidelines, and all applicable building codes.

Vertical circulation from ground level to first habitable level may be provided on the exterior, outside of and attached to the structure envelope, for maximization of the usable living space or it may be integrated within the structure design.

Location of the exterior vertical circulation must be coordinated with the adjacent approved units.

Architectural Review Board

The Board of Directors shall appoint three (3) Association members to serve on the Architectural Review Board on a voluntary basis for a period of at least six (6) months. The ARB shall be composed, but not limited to at least one Architect/Design Professional, if available, one general contractor, if available, and one lay person. In the event a design professional is not available from among the association members, an outside consulting design professional shall be contracted by the Association to review applications. The ARB will convene the first (1st) Wednesday of every month.

Project Review Procedure

KLOR Association members interested in developing their Unit must apply to the KLOR ARB for review and approval prior to submitting their permit plans to the Monroe County Building Department. The following items are required for submittal to the Architectural Review Board:

1. Completed KLOR ARB application and fee as set forth under "Key Largo Ocean Resorts Policies and Procedures for Presentation of Plan"
2. Site plan drawing at a suitable scale depicting the location of the proposed structure in compliance with these Rules and Regulations.
3. A landscaping plan depicting compliance with the approved overall project landscaping plan ("Project Landscaping Plan").
4. Floor plans drawn at 1/4"=1'-0" scale depicting room designations and dimensions.
5. Exterior elevations depicting all four facades of the proposed structure following the design elements and materials specified by the Rules and Regulations

The ARB review procedure for Developers and Contractors that would like to offer their home product line to Association members and do not have a unit-specific site plan to submit for approval shall be as stipulated in the "Key Largo Ocean Resorts Policies and Procedures for Presentation of Plans for Architectural Review Board ARB".

Completed application packages and required fee must be submitted by the fifteenth (15th) of the preceding month to be placed on the agenda for the next meeting.

Meeting agendas will be made available the week prior to the KLOR ARB meeting and can be obtained at the Association's main office. Applicants should be present during the review and are encouraged to participate in the review process. Applicants will be advised of the disposition of the review during the meeting and if approved, the KLOR ARB will draft and sign an authorization letter to proceed with the building permit process.

The KLOR ARB will review the design and materials specified for the exterior of the home based on but not limited to the following criteria as set forth on the Design Guidelines and Rules and Regulations:

- a. Architectural style, character, scale and appropriateness.
- b. Use of design elements as set forth on the Design Guidelines Rules and Regulations
- c. Compliance with landscaping requirements as set forth on the Project Landscaping Plan.
- d. Proper screening of exterior mounted equipment
- e. Façade color scheme.

Please refer to exhibit "A" for sample ARB review applications

Community Parking Regulations

Community or visitor parking spaces are available throughout the project for the use of visitors and/or residents alike. These spaces are not assigned and shall be available on a first-come, first-served basis. Parking of any watercraft in these spaces is strictly prohibited.

Parking of motor vehicles and/or watercraft is strictly prohibited on the roads providing access to the Units as well as in the setback area of any Unit.

All vehicular access roads must always be kept clear of vehicles and watercraft to allow for ingress and egress of emergency vehicles and residents at all times. *

***This regulation will be strictly enforced, and all vehicles found in violation will be towed away at the Unit Owner's or visitor's expense.**

Building Envelope

The volume of the building envelope is established by two physical parameters, both mandated by the Monroe County Building and Planning Department and the Monroe County Fire Department.

The first parameter is the setback distance from the Unit's property lines, the second parameter is the vertical distance from crown of the road in front of the unit, to the highest point of the structure's roof.

The general setback required from all Unit boundary/property lines is a minimum of five feet zero inches (5'-0") measured from boundary/property line to the building envelope line. The required minimum eave length is zero feet six inches (0'-6") therefore, in the case where two adjacent units that incorporate eaves in their design, the minimum structure to structure distance is eleven feet zero inches (11'-0").

NOTE:

All units are required to provide an additional 2'-0" (7'-0" total) front setback at ground floor only for utilities easement.

In the event a different solution is presented and approved by the ARB, the minimum distance from the boundary/property line to the building envelope line, shall be a minimum of five feet zero inches. (5'-0").

The rear setback required at the shoreline structures is twenty feet zero inches (20'-0") measured from the mean high water line to the building envelope.

The minimum rear setback required at buffer yard structures is twenty feet zero inches (20'-0") measured from the project property line to the building envelope, unless otherwise noted on lot-specific regulations.

A non-combustible stairway from the ground floor to the first elevated habitable level is permitted within the side setback area. Refer to the vertical circulation section for the minimum requirements if this stairway is part of the design.

The Maximum Structure Height shall be the highest elevation as approved by Monroe County Land Development Regulations or from whatever other approval Monroe county uses to set maximum height elevations to be measured from the edge of pavement, directly in front of the unit, vertically up to the highest point of the Structure's roof.

Unit off-street parking required

A minimum of two (2) 8'-6"x18'-0" off-street parking spaces are required to be located at ground level within the building envelope, below the first habitable living level. In addition all personal watercraft and vessels must be kept within the same area.

Please note that parking or keeping of the watercraft, motor vehicles or vessels outside of the Unit's building envelope is strictly prohibited.

The parking area floor shall be a non-combustible permeable material such, as but not limited to the following:

- a. Concrete paver
- b. Concrete slabs incorporating separations (drainage areas) to allow for water filtration.
- c. River stones or gravel.

There shall be no mechanical or other repairs performed on the vehicles and or watercraft while stationed within the building envelope or in any community area.

Please refer to the community/visitor parking section for parking requirements and regulations outside of the Unit.

Vacant Lots

Vacant lots must be kept and maintained clean, and in an orderly manner.

Fences

Fences shall have a maximum height of thirty-six inches (36"). Open-type picket or horizontal slats fences are permitted, provided they follow the previously established front setback requirements. Picket or horizontal slats fences must be painted white.

Note: All fences design must be submitted and approved by the ARB.

Ground floor storage

Each Unit is allowed a ground floor storage area not to exceed a total of two hundred and ninety-nine (299) square feet in area located within the structure envelope. This storage area if provided, may not encroach into the required off-street parking and watercraft area. Construction of ground floor storage shall comply with all the requirements of the AHJ.

Structure height

The Maximum Structure Height shall be the highest elevation as approved by Monroe County Land Development Regulations or from whatever other approval Monroe county uses to set maximum height elevations to be measured from the edge of pavement, directly in front of the unit, vertically up to the highest point of the Structure's roof.

The minimum floor elevation of the lowest habitable level shall be governed by flood plain requirements, AHJ, and these Guidelines and Rules and Regulations.

The access opening to the ground floor off-street parking area shall have a minimum height of eight feet six inches (8'-6") above the interior parking surface elevation. The height of this opening may not exceed thirteen feet (13'-0") above the interior parking surface elevation. (13'-0")

The minimum clear floor to ceiling height of any habitable level shall be as permitted by all applicable building codes, unless a different floor to ceiling height is otherwise required by any other section of this document.

Porches and terraces

It's recommended and encouraged that all units shall incorporate a porch or terrace at the façade facing the street. This porch or terrace shall be recessed within the building envelope and may **not** encroach into the front setback.

All structures within Units may incorporate a rear terrace. This terrace if provided shall be recessed within the building envelope and may **not** encroach into the rear setback.

All structures within units at the shoreline area shall incorporate rear terraces in their design, as stipulated in the site-specific Design Guidelines and Use Rules and Regulations section of this document.

Fenestration

All fenestration shall be energy efficient, bear the Energy Star label and comply with the Florida Energy Conservation Code in effect at the time of permitting.

Windows Type:

Single hung, casement, horizontal slider, or any other window types submitted and approved by the ARB, all windows must incorporate impact-resistant glazing, and must comply with all applicable building codes.

Frame color:

White, anodized aluminum or bronze.

Glazing:

Clear or tinted impact glass which must comply with all applicable building codes.

Location of windows:

All window location, must comply with all applicable building codes.

Exterior doors:

All doors types must be submitted and approved by the ARB and must comply with all applicable building codes.

Vertical circulation

In order to maximize the use of the living space, the structure's design may incorporate a non-combustible exterior stairway to provide access from the ground level to the first elevated habitable level.

Such stairway if provided may be located within the side setback area provided it is attached to the structure. The width of the stairway from the face of the structure envelope towards the setback area cannot exceed three (3) feet.

If provided in contiguous structures, this stair may not face the stair from the adjacent structure.

Elevators will be permitted by these Guidelines.

Roof

Roof shapes:

1. Gable
2. Hipped
3. Flat
4. Or any other roof design submitted and approved by the ARB,

Roof deck / Roof terraces areas may be incorporated into the design of the unit. However, it's recommended that the proposed design solution incorporates a design element in a manner that the roof deck / roof terrace is not visible from the façade facing the street.

Note: All roof designs must be submitted and approved by the ARB.

Roof Slope:

If applicable, a minimum roof slope shall be 4" in 12"; maximum roof slope shall be 6" in 12". If a Polynesian Style roof is incorporated, the lower portion of the roof slope shall be no less than a 2.5" in 12. The upper portion of the roof slope shall be no less than a 4" in 12.

Roof finish: Aluminum Standing Seam

Structure construction and exterior elements

Structure construction shall be either a manufactured single-family home, CBS single family home, modular single-family home, panelized steel single family home, wood frame single family home.

All structure construction must meet all applicable building codes.

Ground to first elevated level:

Structural columns, and or partial structural walls in compliance with the Design Guidelines Rules and Regulations, and as required by all applicable building codes.

Bearing walls:

Wood, metal, reinforced concrete, or reinforced concrete masonry as required by all applicable building codes. The minimum insulation value shall be as required by all applicable building codes.

Intermediate floors:

Shall be constructed of Wood, metal, reinforced concrete or a combination of these. The bottom of first elevated floor shall have a fire resistance rating of one (1) hour when vehicles and or watercraft will be stationed under it.

Roof:

Prefabricated wood trusses, metal trusses or reinforced concrete with appropriate roofing system to meet and comply with all applicable building codes.

The minimum insulation value shall be as required by all applicable building codes. Reinforced concrete with built-up roof deck minimum insulation value as required by all applicable building codes.-If a deck area is approved, the roof deck shall be constructed as required to meet all applicable building codes.

Guardrails and handrails:

The design of exterior guardrails shall be simple and aesthetically integrated in the façade design. Intricate ornate designs are discouraged. Material shall be aluminum or stainless steel.

Color: White, anodized aluminum or bronze, and must be approved by the ARB.

Exterior cladding:

All construction types are encouraged to incorporate in their exterior walls a cement-based "Hardieplank" horizontally applied lap siding over a water-resistant membrane. If provided, the exposure of the siding shall be a minimum of 5" and a maximum of 6". All corners shall be trimmed with a minimum of 4" material.

Construction procedures and Site Safety Regulations

INFRASTRUCTURE:

General

Unit Owners shall be notified thirty (30) days prior to commencement and thirty (30) prior to final completion of the infrastructure's construction.

Access to the site during infrastructure, marina and or common area construction shall be limited to construction personnel. Unit Owners will not have access to the construction site, no exceptions are permitted due to insurance regulations.

Unit Owners that are interested in commencing their Unit construction upon completion of the infrastructure shall follow the procedure outlined below in addition to the plan review and approval requirements stipulated in the Key Largo Ocean Resort Guidelines and Use Rules and Regulations.

UNIT CONSTRUCTION REQUIREMENTS AND SAFETY PROCEDURES.

Prior to Commencement of Construction contractors shall comply with the following:

1. - In order to be scheduled for construction by the Klor management office, the Unit Owner's previously approved general contractor shall provide a copy of the building permit, a current certificate of competency from Monroe County and or the State of Florida, as well as a construction schedule at which time he will be provided with a copy of the Construction Operations Rules and Regulations.
2. - Obtain a copy of the site utility as-built from the Klor management office.
3. - Provide a list of sub-contractors. All sub-contractors shall be considered Building contractors by the Klor Association and must comply with these Rules and Regulations.
4. - Contractor's Insurance Agent shall fax or mail Certificate of insurance naming Key Largo Ocean Resort Condominium Association, Inc., as an additional insured.
 - A - Minimum of \$2,000,000.00 Liability
 - B - Minimum of \$50,000.00 Medical each per occurrence
5. - Contractors and sub-contractors shall comply with all applicable OSHA regulations such as but not limited to hard hats, approved shoes and construction equipment, which are required within the construction site. Failure to do so will result in the issuance of a warning upon the first offense and expulsion from the site after the second offense.
6. - Provide a copy of Company Safety Procedures.
7. - For each employee, provide employee driver license and obtain a construction worker pass from the Klor's Association. Worker pass shall be worn at all times within the construction site.
8. - Obtain a construction personnel vehicle parking permit. All vehicles shall be

parked in designated areas only.

9. - Notify utilities before commencing.

a - Sunshine State One Call of Florida, Inc. (800) 432-4770

Once notified by KLOR's Association to commence construction, the contractor has thirty (30) days to commence. Failure to do so will result in re-scheduling of the commencement date.

After notification to commence and prior to commencing excavation, the individual Unit site shall be fenced with a minimum 6' high chain-link fence and 10' wide gate which will be maintained on site until a certificate of occupancy is obtained.

During construction operations all debris shall be kept within the Unit boundary and each site shall be cleaned daily. The private roads and Common Elements shall be kept free of debris and vehicles.

The contractor shall give KLOR's Association 24-hour previous notice before any oversized equipment such as a crane is brought into the construction site.

The construction fence shall be kept in place up to the time a certificate of occupancy is obtained.

Once the certificate of occupancy is obtained and provided to KLOR's Association, a site inspection will be conducted and a letter authorizing Unit Owner occupancy shall be issued by KLOR's Association no later than ten (10) business days following the inspection if the inspection results are satisfactory.

The Unit Owner shall provide KLOR's Association with 24-hour notice to occupy their Unit in order to coordinate with other Unit Owners.

Site-specific Building Rules and Regulations and Use Restrictions

Units 1 through 5

The use of the area defined as a "Landscape Buffer setback", extending twenty (20) feet from the rear Unit boundary line and between the extensions of the side Unit boundary lines (if same were extended) shall be granted to the Unit Owners that have Units contiguous to the buffer area and abutting this setback, and each such area shall be deemed a Limited Common Element appurtenant to the respective Unit subject to the following conditions:

1. The area is defined by measuring twenty (20) feet from the respective rear Unit boundary line toward the property line ending at the boundary fence.
2. This area is part of the required landscaped buffer area and as such permanent structures are prohibited.
3. This area shall be maintained free of debris, trash or any other material detrimental to the visual enjoyment of the space.
4. There shall be no fences erected in this area.
5. Setbacks shall be five feet zero inches (5'-0") from all Unit boundary lines to the building envelope.
6. The Owner of each respective Unit shall be responsible for the maintenance and upkeep of the Limited Common Element area appurtenant to such Unit.

NOTE:

All units are required to provide an additional 2'-0" (7'-0" total) front setback at ground floor only for utilities easement.

Units 6 through 26:

The use of the area defined as a "Landscape Buffer setback", extending twenty (20) feet from the rear Unit boundary line and between the extensions of the side Unit boundary lines (if same were extended) shall be granted to the Unit Owners that have Units contiguous to the buffer area and abutting this setback, and each such area shall be deemed a Limited Common Element appurtenant to the respective Unit subject to the following conditions:

1. The area is defined by measuring twenty (20) feet from the respective rear Unit boundary line towards the property line.
2. This area is part of the required landscaped buffer area and as such permanent structures are prohibited.
3. This area shall be maintained free of debris, trash or any other material detrimental to the visual enjoyment of the space.
4. There shall be no fences erected in this area.
5. The front setback shall be ten feet zero inches (10'-0") from the street-side boundary line to the building envelope.
6. The rear setback shall be twenty feet zero inches (20'-0") from the overall project property line to the Unit's rear boundary or eave line. (Does not exist on 8 through 26)
7. Side setbacks shall be five feet zero inches (5'-0") from all Unit boundary lines to the building envelope.
8. The Owner of each respective Unit shall be responsible for the maintenance and upkeep of the Limited Common Element area appurtenant to such Unit.

NOTE:

All units are required to provide an additional 2'-0" (7'-0" total) front setback at ground floor only for utilities easement.

Units 27:

The use of the area defined as a "Landscape Buffer setback", extending twenty (20) feet from the rear. Unit boundary line and between the extensions of the side Unit boundary lines (if same were extended) shall be granted to the Unit Owners that have Units contiguous to the buffer area and abutting this setback, and each such area shall be deemed a Limited Common Element appurtenant to the respective Unit subject to the following conditions:

1. The area is defined by measuring twenty (20) feet from the respective Unit boundary line toward the property line.
2. This area is part of the required landscaped buffer area and as such permanent structures are prohibited.
3. This area shall be maintained free of debris, trash or any other material detrimental to the visual enjoyment of the space.
4. There shall be no fences erected in this area.
5. The front setback shall be five feet zero inches (5'-0") from the street-side boundary line to the building envelope.
6. The rear setback shall be twenty feet zero inches (20'-0") from the overall project property line to the Unit's rear boundary or eave line.
7. Side setbacks shall be five feet zero inches (5'-0") from boundary lines to the building envelope.
8. The Owner of the abutting Unit shall be responsible for the maintenance and upkeep of the Limited Common Element area appurtenant to such Unit

NOTE:

All units are required to provide an additional 2'-0" (7'-0" total) front setback at ground floor only for utilities easement.

Units 28 through 38:

The use of the area defined as the "Shoreline Setback" or "Landscape Buffer Setback" extending twenty (20) feet from the rear or side of the unit as applicable, including the upland of the seaward edge of the seawall/riprap and between the seaward projections of the rear or side Unit boundary line outward, to the high water line, shall be granted exclusively to the respective unit owners (and their guests).

The KLOR BOD will not interfere with any riparian rights appurtenant to those units. The following paragraphs specify the methodology and conditions for the use of this area, which it's divided into two parts:

(A) The first part is a maintenance/repair access area contiguous and parallel to the seaward edge of the seawall/riprap. This access area shall include the seawall/riprap in it's entirety and shall not encroach on the area designated for accessory shoreline structures and plantings. The purpose of this access area is to enable the KLOR's Association to maintain, repair and replace any damaged riprap as necessary. This area shall be free of any structure such as Gazebos or Open Shelters, and/or encumbrance temporary or otherwise except for the riprap, decks and/or docks structure over the riprap and its ground surface and its ground surface. No structures shall be constructed within this easement access area, except related to structural repairs and/or replacement of the seawall/riprap in accordance with the form and height of the existing seawall/riprap condition.

Nothing herein shall be deemed to prohibit the construction of any decks and/or dock structures over the rip rap (without any penetrations into the rip rap for support or otherwise. All decks and/or docks structures may extend a maximum of 16'-0" beyond the mean high-water line. Construction all decks and/or docks structures must comply with all the requirements of the AHJ.

(B) The second part of the area to be used is the area designated for accessory shoreline structures and plantings.

1. The front setback shall be five feet zero inches (5'-0") from the unit property/boundary line to the building envelope.
2. Side setbacks shall be five feet zero inches (5'-0") from all unit property/boundary line the building envelope.
3. The South side setback of Unit 28 shall be twenty feet zero inches (20'-0") from the overall project property line to the Unit's side boundary or eave line, as applicable.

NOTE:

All units are required to provide an additional 2'-0" (7'-0" total) front setback at ground floor only for utilities easement.

1. Any and all Unit Owners who comply with these guidelines shall be granted the privilege to use this shoreline area located within the Unit boundaries to erect, build or cause to be constructed an accessory shoreline structure solely within the designated area contiguous to the applicable unit's seaward boundary line. The accessory shoreline structures shall be limited to those permitted by the AHJ and shall comply with the additional criteria stated below. In addition, landscaping, fences and movable furniture shall be permitted subject to the requirements stated below.

A. Gazebos and open shelters shall be constructed of durable water-resistant materials such as painted pressure treated wood or pre-finished PVC or other materials.

Note: The design of the Gazebos/open shelters must be submitted and approved by the ARB.

The decks shall allow for infiltration of storm water run-off and shall not encroach into the seawall maintenance easement. Decks shall follow the slope of the grade elevation as established by the approved drainage plans. Decks shall be subject to a side setback requirement of two (2) feet on each side. Decks shall be natural wood grain color or painted light gray.

B. Decks on grade shall be as permitted by the AHJ, and shall comply with all applicable codes and requirements. All decks shall be constructed of permeable materials to be approved by the ARB.

All decks shall allow for infiltration of storm water run-off. Decks shall be subject to a side setback requirement of two (2) feet on each side. Decks shall be natural wood grain color or painted light gray.

C. Benches are permitted provided they are constructed of a water-resistant material and may be permanently attached to the ground or deck.

D. Beach type umbrellas are permitted provided they are temporary in nature and are used during daylight hours only.

E. The total maximum coverage of any structure or deck shall not exceed a total of sixty (60) percent of the upland area of the shoreline setback and shall not be less than two (2) feet from the neighboring Unit boundary line.

- F. Fences shall have a maximum height of thirty-six inches (36") with open-type picket or horizontal slats fences are permitted, provided they follow the previously established side setback requirements. Picket or horizontal slats fences shall be painted white.
- G. Low planting shrubs (maximum three (3) feet in height when mature) of a native salt-tolerant species may be planted at the side setback area between Units. In addition a maximum of three (3) coconut palms may be planted in this designated accessory structure construction area provided the planting of these palms does not interfere with the ocean view corridors available between principal structures from the street to the ocean. A landscaping plan shall be submitted for approval by the KLOR's ARB.
- H. Lawn furniture shall be permitted to be used in this area provided it is temporary in nature and not attached to the existing ground or deck.
- I. Any proposed construction and landscaping seaward of the respective Unit seaward building envelope line shall be initially reviewed and approved by the KLOR's ARB and subsequently be reviewed and approved for permitting by the AHJ including but not limited to Monroe County, the State of Florida and the Federal government as applicable. The AHJ regulations may be applied in a more restrictive manner than those proposed above and no representations are made concerning approval by the AHJ.
2. Temporary ladders are permitted for access to the seaward easement access area, provided the owner and user of same provides a "hold harmless" agreement to the KLOR BOD indemnifying the Association from any possible claims arising from any injuries that may occur through their use.
3. The following structures shall not be permitted within the shoreline setback area, designated accessory structure construction area or seaward from the MHWL:
- a. Screen enclosures
 - b. Fish cleaning stations
4. Unit Owners granted the rights of this use shall be responsible for the payment of their proportionate share of the property taxes, in addition to the 1/285 proportionate share promulgated by the yearly budget which is customarily referred to as the monthly maintenance assessment. The exact amount to be paid will be determined once the exact area to be used by each unit owner is established by Survey

Units 39 through 110 and 126-203 and 207-277:

1. Front setback shall be five feet zero inches (5'-0") from the street boundary line to the building envelope.
2. Rear setback shall be five feet zero inches (5'-0") from the rear boundary line to the building envelope.
3. Side setbacks shall be five feet zero inches (5'-0") from side boundary lines to the building envelope.

NOTE:

All units are required to provide an additional 2'-0" (7'-0" total) front setback at ground floor only for utilities easement.

All other requirements shall conform to the general criteria and use regulations.

Units 111 through 116

1. Front setback shall be five feet zero inches (5'-0") from the street boundary line to the building envelope.
2. Rear setback shall be five feet zero inches (5'-0") from the rear boundary line to the building envelope.
3. Side setbacks shall be five feet zero inches (5'-0") from side boundary lines to the building envelope.

NOTE:

All units are required to provide an additional 2'-0" (7'-0" total) front setback at ground floor only for utilities easement.

All other requirements shall conform to the general criteria and use regulations

Units 117 through 125:

The use of the area defined by the seaward line of the building envelope and upland of the seawall edge of the seawall and between the seawall projections of the side boundaries shall be granted exclusively to the respective unit owners (and their guests). The KLOR BOD will not interfere with any riparian rights appurtenant to those units. The following paragraphs specify the methodology and conditions for the use of this area, which it's divided into two parts:

(A) The first part is a maintenance/repair access area contiguous and parallel to the seaward edge of the seawall. This access area shall include the seawall and walkway in

its entirety, and as well as the minimum first eight (8) feet upland from seaward face of the seawall. This access area shall not encroach on the area designated for accessory shoreline structures and plantings. The purpose of this access area is to enable the Klor's Association to maintain, repair and replace any damaged seawall or walkway. This area shall be free of any structure and/or encumbrance temporary or otherwise except for the seawall and walkway and its ground surface (excepting for the seawall and walkway) shall be uniformly covered with *paspalum vaginatum* sod (Seashore paspalum). No structures shall be constructed within this access area, except related to structural repairs and/or replacement of the seawall or walkway in accordance with the form and height of the existing seawall and walkway.

(B) The second part of the area to be used is the area designated for accessory shoreline structures and plantings. This area is defined by a measurement of up to twelve (12) feet in a seaward direction from the seaward Unit boundary line. The ground surface of this area shall be uniformly covered with *paspalum vaginatum* sod. This area is the Limited Common Element area referenced above.

1. The front setback shall be five feet zero inches (5'-0") from the unit property/boundary line to the building envelope.
2. Side setbacks shall be five feet zero inches (5'-0") from all unit property/boundary line the building envelope.

NOTE:

All units are required to provide an additional 2'-0" (7'-0" total) front setback at ground floor only for utilities easement.

All other requirements shall conform to the general criteria and use regulations. Refer to the attached diagram representing the maintenance/repair easement access and the accessory shoreline structures and planting area.

1. Any and all Unit Owners who comply with these guidelines shall be granted to use this shoreline area to erect, build or cause to be constructed an accessory shoreline structure solely within the designated area contiguous to the applicable Unit's seaward boundary line. The accessory shoreline structures shall be limited to those permitted by the AHJ and additionally shall comply with the criteria listed below. Landscaping, lawn furniture and fences shall also be permitted subject to the requirements listed below.
 - A. Gazebos and open shelters shall be constructed of durable water-resistant materials such as painted pressure treated wood or pre-finished PVC or other material.

Note: The design of the Gazebos/open shelters must be submitted and approved by the ARB.

- B. Decks on grade shall be as permitted by the AHJ, and shall comply with all applicable codes and requirements. All decks shall be constructed of permeable materials to be approved by the ARB. All decks shall allow for infiltration of storm water run-off. Decks shall be subject to a side setback requirement of two (2) feet on each side. Decks shall be natural wood grain color or painted light gray.
- C. Benches are permitted provided they are constructed of a water-resistant material and may be permanently attached to the ground or deck.
- E. Beach type umbrellas are permitted provided they are temporary in nature and are used during daylight hours only.
- F. Fences shall have a maximum height of thirty inches (30") open-type picket or horizontal slats fences are permitted, provided they follow the previously established side setback requirements. Picket or horizontal slats fences shall be painted white.
- G. Fences shall have a maximum height of thirty inches (30"). Open-type picket or horizontal slats fences are permitted, provided they follow the previously established front setback requirements. Picket or horizontal slats fences shall be painted white.
- H. Low planting shrubs (maximum three (3) feet in height when mature) of a native salt-tolerant species may be planted at the side setback area between Units. In addition a maximum of three (3) coconut palms may be planted in this designated accessory structure construction area provided the planting of these palms does not interfere with the ocean view corridors available between principal structures from the street to the ocean. A landscaping plan shall be submitted for approval by the Klor ARB.
- I. Lawn furniture shall be permitted to be used in this area provided it is temporary in nature and not attached to the existing ground or deck.
- J. Any proposed construction and landscaping seaward of the respective Unit seaward building envelope line shall be initially reviewed and approved by the Klor ARB and subsequently be reviewed and approved for permitting by the AHJ including but not limited to Monroe County, the State of Florida and the Federal government as applicable. The AHJ regulations may be applied in a more restrictive manner than those proposed above and no representations are made concerning approval by the AHJ.

2. The following structures shall not be permitted within the shoreline setback, maintenance/repair easement, designated accessory structure construction area or seaward from the MHWL:
 - a. Pools and/or spas and water features
 - b. Screen enclosures
 - c. Boat ramps
 - d. Fish cleaning station

3. Unit Owners granted the rights of this use shall be responsible for the payment of their proportionate share of the property taxes, in addition to the 1/285 proportionate share promulgated by the yearly budget which is customarily referred to as the monthly maintenance assessment. The exact amount to be paid will be determined once the exact area to be used by each shareholder unit owner is established by Survey.

Units 204 through 206

1. Front setback shall be five ~~twenty~~ feet zero inches (5'-0") from the street boundary line to the building envelope.
2. Rear setback shall be five feet zero inches (5'-0") from the rear boundary line to the building envelope.
3. Side setbacks shall be five feet zero inches (5'-0") from side boundary lines to the building envelope.

NOTE:

All units are required to provide an additional 2'-0" (7'-0" total) front setback at ground floor only for utilities easement.

All other requirements shall conform to the general criteria and use regulations.

Unit 278:

The use of the area defined by the seaward line of the building envelope and upland of the seaward edge of the seawall/riprap and between the seaward projections of the side boundaries extending outward to the high water line, shall be granted exclusively to the respective unit owners (and their guests). The KLOR BOD will not interfere with any riparian rights appurtenant to those units.

The following paragraphs specify the methodology and conditions for the use of this area, which it's divided into two parts:

- (A) The first part is a maintenance/repair access area easement contiguous and parallel to the seaward edge of the seawall/riprap. This area shall include the seawall/riprap in it's entirely and shall not encroach on the area designated for accessory shoreline structures and plantings. The purpose of this area is to enable the Klor's Association to maintain, repair and replace any damaged riprap as necessary. This area shall be free of any structures such as Gazebos or Open Shelters, and/or encumbrance temporary or otherwise, except for the decks and/or docks structure over the riprap and its ground surface. Nothing herein shall be deemed to prohibit the construction of any decks and/or dock structures over the rip rap (without any penetrations into the rip rap for support or otherwise. Construction all decks and/or docks structures must comply with all the requirements of the AHJ.
- (B) The second part of the area to be used is the area designated for accessory shoreline structures and plantings. This area is defined by a measurement of up to sixteen (16) feet in a seaward direction from the seaward line of the building envelope, and is part of the respective Unit.

NOTE:

All units are required to provide an additional 2'-0" (7'-0" total) front setback at ground floor only for utilities easement.

1. Any and all Unit Owners who comply with these guidelines shall be granted the privilege to use this shoreline area located within the Unit boundaries to erect, build or cause to be constructed an accessory shoreline structure solely within this sixteen (16) foot wide designated area contiguous to the applicable unit's seaward boundary line. The accessory shoreline structures shall be limited to those permitted by the AHJ and shall comply with the additional criteria stated below. In addition, landscaping, fences and movable furniture shall be permitted subject to the requirements stated below.
 - A. Gazebos and open shelters shall be constructed of durable water-resistant materials such as painted pressure treated wood or pre-finished PVC or other materials.

Note: The design of the Gazebos/open shelters must be submitted and approved by the ARB.

- B. Decks on grade shall be as permitted by the AHJ, and shall comply with all applicable codes and requirements. All decks shall be constructed of permeable materials to be approved by the ARB. All decks shall allow for infiltration of storm water run-off. Decks shall be subject to a side setback requirement of two (2) feet on each side. Decks shall be natural wood grain color or painted light gray.
 - C. Benches are permitted provided they are constructed of a water-resistant material and may be permanently attached to the ground or deck.
 - D. Beach type umbrellas are permitted provided they are temporary in nature and are used during daylight hours only.
 - E. The total maximum coverage of any structure or deck shall not exceed a total of sixty (60) percent of the upland area of the shoreline setback and shall not be less than two (2) feet from the neighboring Unit boundary line.
 - F. Low (thirty (30) inches maximum height) open-type picket or horizontal slats fences are permitted, provided they have one point of connection with the easement area and follow the previously established easement and side setback requirements. Picket or horizontal slats fences shall be painted white.
 - G. Low planting shrubs (maximum three (3) feet in height when mature) of a native salt-tolerant species may be planted at the side setback area between Units. In addition a maximum of three (3) coconut palms may be planted in this designated accessory structure construction area provided the planting of these palms does not interfere with the ocean view corridors available between principal structures from the street to the ocean. A landscaping plan shall be submitted for approval by the KLOR's ARB.
 - H. Lawn furniture shall be permitted to be used in this area provided it is temporary in nature and not attached to the existing ground or deck.
 - I. Any proposed construction and landscaping seaward of the respective Unit seaward building envelope line shall be initially reviewed and approved by the KLOR's ARB and subsequently be reviewed and approved for permitting by the AHJ including but not limited to Monroe County, the State of Florida and the Federal government as applicable. The AHJ regulations may be applied in a more restrictive manner than those proposed above and no representations are made concerning approval by the AHJ.
2. Temporary ladders are permitted for access to area seaward of the access

area, provided the owner and user of same provides a "hold harmless" agreement to the KI,OR BOD indemnifying the Association from any possible claims arising from any injuries that may occur through their use.

3. The following structures shall not be permitted within the shoreline setback, maintenance/ repair easement, designated accessory structure construction area or seaward from the MHWL:
 - a. Screen enclosures
 - b. Fish cleaning stations

4. Unit Owners granted the privilege rights of this use shall be responsible for the payment of their proportionate share of the property taxes, in addition to the 1/285 proportionate share promulgated by the yearly budget which is customarily referred to as the monthly maintenance assessment. The exact amount to be paid will be determined once the exact area to be used by each shareholder unit owner is established by Survey.

Units 279 through 285:

The use of the area defined by the buffer setback be granted to the unit owners that have units contiguous to the buffer area abutting this setback provided the following conditions are met:

1. The area is defined by measuring twenty (20) feet from the property line to the contiguous unit boundary.
2. The area is part of the required landscaped buffer area, and as such permanent structures are prohibited.
3. This area shall be maintained free of debris, trash or any other material detrimental to the visual enjoyment of the space.
4. There shall be no fences erected in this area.
5. Setbacks shall be five feet zero inches (5'-0") from all Unit boundary lines to the building envelope.
6. The Owner of each respective Unit shall be responsible for the maintenance and upkeep of the Limited Common Element area appurtenant to such Unit.

NOTE:

All units are required to provide an additional 2'-0" (7'-0" total) front setback at ground floor only for utilities easement.

FROM PAGE 1

Permit

Continued from Page 1A

difficult job and while there is always going to be complaints and push back from enforcement actions regardless of the issues, we as a city also always have plenty of room to improve," he told The Citizen recently. "I have met with the president of the contracting association and am committed to improving our services and will do what ever it takes. However, it is also important to note that while our building department works with contractors on a daily basis, it is also the department's responsibility to protect the home owner and public safety. We will do our best to find balance without jeopardizing the requirements."

Grafton, who has been a member of the Florida Keys construction industry for more than 20 years and president of the Florida Keys Contractors Association for 14 years, said he has never before experienced such "extreme unprofessionalism" as he has from the city's growth management department, which oversees building, planning and code enforcement. He accuses Douglas Lewis, the city's growth management department director, of making up policy changes with no regard to the building codes or Florida Statutes, among other complaints.

"We are experiencing multiple delays in getting our certificates of occupancy and final inspections," he wrote to city leaders. "The problem starts at the top... Change the leader and get a qualified manager to run the building department." Lewis did not respond to numerous requests for comment. Last week, he told the Free Press his statement was being reviewed by the city attorney, and he would read it within the hour. However, no statement was sent to The Citizen.

Councilman Mark Semmartin shared his opinion, however. "Marathon's building department needs the structure of a business with the helpfulness of a nonprofit, which is essentially what our city is," he said. "We should have someone running that department with the proper certifications and, even more importantly, experience in city building department management."

City Vice Mayor Luis Gonzalez said he has discussed the situation with Lindsey, contractors and citizens. "My expectations are five-star service. Our citizens are our customer base. They need to be our priority. My focus is on having the best service. I know (Lindsey) will work with staff and implement things."

Grafton recently asked association members to participate in a letter-writing campaign to spell out their

experiences and frustration in dealing with Marathon's growth management department, hoping the discontent would lead to action.

The dozen letters complain of a lack of staff experience, failure to respond to emails or calls, lack of access to the status of permits and plan processing information, and endless delays. While some contractors expressed fear about retaliation, many concluded enough was enough.

Glad Neller, certified general contractor, wrote, "Over the past three years, the city of Marathon's building department has been in a steady decline... and now has hit an all-time low. The leadership not only lacks experience in the function of a municipal building department but also lacks the licensing. Simple permits for remodeling that consist of nothing structural can take six to eight weeks to be issued. Simple reviews that have been signed and sealed by an engineer can take five weeks to be issued... Prior to (Lewis)'s arrival, we could get a simple remodel permit in two weeks."

Armand Messina of AM Electric in business in Marathon since 1989 questioned why Lewis hasn't been replaced. "Why is Lewis still here? He makes it so I can't do business. Some permits should be a 15-minute walk-through," Messina said, referring to a boat lift permit for

which he has been waiting since May.

In February, Marathon contracted with the firm of M.I. Casley in Homestead to utilize Nee Martinez as its building official, and for plans and permitting services as needed. The city council passed a resolution to provide these building and inspection services for a year at a price not to exceed \$315,000.

Lewis previously said contracting for building services was necessary because there was a lack of response to many job advertisements and a lack of qualified applicants.

Martinez, a general contractor since 1973, said in a virtual council meeting this month that he was willing to come aboard full-time as Marathon's building official.

Through his current contract, Martinez works two-and-a-half days for Marathon reviewing plans and permit requests, and sends them to Marathon staff for permitting. He said while some work can be done by phone and email, some must be done on-site.

Marathon's in-house employees include three code officers and one who works remotely.

Four months ago, Ed Sims, owner of Ed Sims Development, spoke about problems with the city's growth management department. Last week, he said little has changed.

"It's still tough to get a per-

mit," he said, acknowledging that Martinez, the contracted building official, has been "a breath of fresh air."

The city still doesn't have a properly functioning computer system, Sims said, despite the ransomware incident happening months ago and Hurricane Irma almost three years ago, so those excuses have worn thin.

He spoke of a resident who bought a lot, and after experiencing delays, hired a local

attorney to get him a building permit, which should not be necessary to get things done, Sims said. Builders, also, are frustrated and some use private inspectors instead of waiting for city staff.

The letter-writing campaign offered many examples of dysfunction. Whether contractors get results remains to be seen.

Marathon's next council meeting is set for Tuesday, July 14.

jsmith@freepress.com



OCA KEYS MISSION

New Orthodox Mission is being planned with the hope of beginning services in July. Any interested persons should contact the OCA Keys Mission.

orthodoxkeys.org
admin@orthodoxkeys.org
Facebook.com/OCAKeysMissions

DREAMING OF A HOME

— by Carol FISKEA Resident —



When I first saw the house for sale... (text continues about house hunting) ...I was amazed. I had never seen a house like this before. It was everything I had dreamed of. I had been looking for a house for so long, and here it was. I had found it. I had found my dream home.

FOR BREAKING NEWS, VISIT WWW.KEYSNEWS.COM

Locals plan to occupy Fills Saturday

By IVYSSA JARA Key West Citizen

Organizers of "Occupy the Fills," a peaceful protest planned for Saturday, June 27, say it's an opportunity for locals to take advantage of a natural asset that is often left trashed by visitors.

Lead organizer Mark Brown is calling on at least 50 residents to occupy the allotted parking spaces at the Fills in the early morning hours. A similar protest preceded last year's Fourth of July weekend.

The Fills, a popular gathering spot for mainland day-trippers between Mile Marker 77.5 and Mile Marker 79.8 that links Upper and Lower Mescalero bays, are owned by the state and leased to the Village of Islamorada to manage. The village recently reimplement-

ed measures from the summer of 2019 to control the amount of parking on the Fills after the area was overrun by visitors on a recent weekend.

"The idea is to show visitors that we as locals can be there all day and not trash the place," Brown said. "This is just a way to show people that their behaviors, when they come down here and destroy the place, are unacceptable."

Brown is planning to spend the entire day there. "What most people do is leave trash hanging in all the trees. We're going to do the opposite. We're going to be hanging out all day and do like locals do and be respectful. We are going to use our assets and not let other people abuse it," he said.

The event begins at 7 a.m. For information, visit the Occupy the Fills Facebook page.

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"The idea is to show visitors that we as locals can be there all day and not trash the place," Brown said. "This is just a way to show people that their behaviors, when they come down here and destroy the place, are unacceptable."

Brown is planning to spend the entire day there. "What most people do is leave trash hanging in all the trees. We're going to do the opposite. We're going to be hanging out all day and do like locals do and be respectful. We are going to use our assets and not let other people abuse it," he said.

The event begins at 7 a.m. For information, visit the Occupy the Fills Facebook page.

CALL FOR BIDS

THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, hereby gives notice to prospective bidders that sealed proposals will be received by KFWB electronically until 1:00 PM on Friday, July 10, 2020 for:

KEY WEST 20-05 SPECIFICATIONS FOR ELECTRICAL INSULATION OIL TESTERS

The Utility Board has installed VectorLink and DemandStar systems to provide current information to potential locations. These systems will allow you to register bid information online and at your convenience 24 hours a day, seven days a week. Specifications may be obtained from the website at www.kfwb.com/bids or email info@kfwb.com. Requested services will be notified automatically of all future bids for proposals. You may also visit [kfwb.com/bids](https://www.kfwb.com/bids) to download information for all keys bid specifications.

July 10, 2020 KFWB

KEY LARGO

PUBLIC NOTICE OF THE KEY LARGO FIRE RESCUE & EMS DISTRICT BOARD MEETING SCHEDULE - 3rd Quarter 2020 OPEN TO MEMBERS OF THE PUBLIC

The Key Largo Fire Rescue & Emergency Medical Services District Board Meeting Schedule for the 3rd Quarter 2020 is below. The meetings will be held at the Key Largo Volunteer Fire Department Station 888 - One Duval Street (Cross Street). Due to COVID-19, the District meetings may be conducted through video conferencing. For more information, see the District website www.klfrs.com. As the result the meeting will not be held, a notice will be placed on this door at the Key Largo Volunteer Fire Department stating the date of the next scheduled meeting.

The purpose of these meetings is to discuss general business.

July 13, 2020 Strategic Planning Workshop
July 13, 2020 District Meeting
July 27, 2020 ALVFD Budget Workshop
July 27, 2020 District Meeting
August 10, 2020 District Budget Workshop
August 10, 2020 District Meeting
August 24, 2020 District Budget Workshop
August 24, 2020 District Meeting

September 14, 2020 1st Public Hearing
September 14, 2020 District Meeting
September 21, 2020 Final Public Hearing
September 21, 2020 District Meeting

A meeting may be cancelled due to the Corona Virus, please check the klfrs.com for the latest meeting information.

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and need special accommodations to participate in these meetings because of that disability should contact the Chairman Tony Allen. Anyone wishing to appeal any decision made by the KLFRS/EMS District Board with respect to any matter considered at such meeting or hearing will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. Please contact the KL Fire Rescue & EMS Chairman, Tony Allen at 800-385-2422 or email tony@klfrs.com 888-888-2020 for additional information. Notice pursuant to Section 286.0105, Florida Statutes, if 407KCA20M, is hereby incorporated by reference.

July 27, 2020 Key West Citizen

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS NOTICE OF PUBLIC MEETING AND NOTICE OF PUBLIC HEARING NOTICE OF CHANGE TO MONROE COUNTY LAND DEVELOPMENT CODE July 15, 2020

Pursuant to Executive Order No. 20-06, Monroe County Emergency Directive 20-06, and Center for Disease Control (CDC) recent directives, the meeting scheduled to be held on the COVID-19 date, the July 15, 2020 meeting of the Board of County Commissioners will be conducted via Communication Media Technology (CMT) using a Zoom Webinar platform. Please Note that if Executive Order 20-06, as amended by the Board on October 20, 2020 is in effect, the meeting will be held at the Monroe Government Center located at 2788 Chickasaw Highway, Marietta, FL 32838.

PUBLIC HEARING: 1:00 PM (or as soon thereafter as may be heard):

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING MONROE COUNTY LAND DEVELOPMENT CODE CHAPTER 142, BEING PROVISION FOR DEVELOPMENT PROVISIONS FOR REPLACEMENT OF EXISTING PROVISIONS, PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE, PROVIDING FOR INCLUSION IN THE MONROE COUNTY CODE, PROVIDING FOR AN EFFECTIVE DATE. (FILE 2018-117)

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING AMENDMENTS TO THE MONROE COUNTY LAND DEVELOPMENT CODE TO AMEND SECTION 150-140 TO ELABORATE THE ABILITY FOR A MANUFACTURED HOME TO BE PLACED AT AN ELEVATION BELOW BASE FLOOD ELEVATION AND SECTION 150-866 TO AMEND THE PURPOSE OF THE URBAN RESIDENTIAL MOBILE HOME DISTRICT FROM A MANUFACTURED HOME TO BE PLACED AT A MANUFACTURED HOME TO BE PLACED AT AN ELEVATION BELOW BASE FLOOD ELEVATION AND SECTION 150-100 TO ADD DETACHED DWELLINGS AS AN AS-OF-RIGHT USE WITHIN THE URBAN RESIDENTIAL MOBILE HOME DISTRICT FROM A MANUFACTURED HOME TO BE PLACED AT AN ELEVATION BELOW BASE FLOOD ELEVATION; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY AND THE SECRETARY OF STATE, PROVIDING FOR AMENDMENT TO AND INCORPORATION IN THE MONROE COUNTY LAND DEVELOPMENT CODE, PROVIDING FOR AN EFFECTIVE DATE. (FILE # 2020-017)

KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC., MARA OVERSEAS HOME, UNIT 1-28A, KEY LARGO, FL, BEING BOUND BY THE COUNTY AND PUBLIC IN AND TO THAT PORTION OF THE RIGHT-OF-WAY OF A DEVELOPMENT AGREEMENT BETWEEN MONROE COUNTY, FLORIDA AND KEY LARGO OCEAN RESORT CONDOMINIUM ASSOCIATION, INC. AS IT RELATES TO THE DEVELOPMENT OF THE SUBJECT PROPERTY, INCLUDING THE PLACEMENT OF A MANUFACTURED HOME ON THE PROPERTY. NO STRUCTURES SHALL BE PLACED ON SECTION 150-100 OF THE MONROE COUNTY LAND DEVELOPMENT CODE. THE SUBJECT PROPERTY IS DESCRIBED AS A PARCEL OF LAND IN SECTIONS 19 AND 14, TOWNSHIP 36 SOUTH, RANGE 36 EAST, KEY LARGO, BEING PART TRACT 22 AND PART TRACT 21 OF BOLTSHAW BUYER PLAY BOOK 15, PAGE 49, MONROE COUNTY, FLORIDA, HAVING PARCEL ID NUMBER 00463401-000000. (FILE # 2020-021)

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND PUBLIC IN AND TO THAT PORTION OF THE RIGHT-OF-WAY OF MACDONALD AVENUE AND FIRST STREET, STOCK ISLAND, MONROE COUNTY, FLORIDA, AS SHOWN ON THE PLAN OF MALLORY'S SUBDIVISION OF STOCK ISLAND, PLAT BOOK 1, PAGE 25, BOUNDARY ON THE NORTH BY ALL OF BLOCK 32, BOUNDARY TO THE WEST BY BLOCK STREET; BOUNDARY ON THE SOUTH BY ALL OF BLOCK 32, AND BOUNDARY ON THE EAST BY ADJACENT LOT 26 AND A PORTION OF LAND ADJACENT TO GOVERNMENT LOT 2, SECTIONS 36, 38, AND 39, TOWNSHIP 36 SOUTH, RANGE 36 EAST, MONROE COUNTY, FLORIDA. (FILE 2018-179)

A RESOLUTION OF THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND PUBLIC IN AND TO THAT PORTION OF THE RIGHT-OF-WAY OF MACDONALD AVENUE AND FIRST STREET, STOCK ISLAND, MONROE COUNTY, FLORIDA, AS SHOWN ON THE PLAN OF MALLORY'S SUBDIVISION OF STOCK ISLAND, PLAT BOOK 1, PAGE 25, BOUNDARY ON THE NORTH BY ALL OF BLOCK 34, AND BY FIRST STREET ADJACENT TO BLOCK 34 LOT 11 AND BLOCK 35 LOT 10; AND BOUNDARY ON THE EAST BY BLOCK 35 LOT 11 AND THE PLATTED SHORELINE. (FILE 2018-179)

A PUBLIC HEARING TO CONSIDER A REQUEST FOR ADMINISTRATIVE RELIEF FOR KEY WEST 20-05 (KFWB 20-05) FOR THE 2020 FISCAL YEAR. PUBLIC HEARING TO CONSIDER A REQUEST FOR ADMINISTRATIVE RELIEF FOR KEY WEST 20-05 (KFWB 20-05) FOR THE 2020 FISCAL YEAR. PUBLIC HEARING TO CONSIDER A REQUEST FOR ADMINISTRATIVE RELIEF FOR KEY WEST 20-05 (KFWB 20-05) FOR THE 2020 FISCAL YEAR. PUBLIC HEARING TO CONSIDER A REQUEST FOR ADMINISTRATIVE RELIEF FOR KEY WEST 20-05 (KFWB 20-05) FOR THE 2020 FISCAL YEAR. PUBLIC HEARING TO CONSIDER A REQUEST FOR ADMINISTRATIVE RELIEF FOR KEY WEST 20-05 (KFWB 20-05) FOR THE 2020 FISCAL YEAR. PUBLIC HEARING TO CONSIDER A REQUEST FOR ADMINISTRATIVE RELIEF FOR KEY WEST 20-05 (KFWB 20-05) FOR THE 2020 FISCAL YEAR.

Please visit the Monroe County Website at www.monroecounty.gov for meeting agenda updates and information regarding the various options available to the public to view the full meeting and/or to make public comments on certain agenda items.

Pursuant to Section 286.0105 Florida Statutes, if a person objects to approval by decision of the Board of County Commissioners, with respect to any matter considered at the meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

ADA ACCOMMODATION: If you are a person with a disability who needs special accommodations in order to participate at this proceeding, please contact the County Administrator's Office, at phoning (800) 385-2422, between the hours of 8:00 a.m. - 5:00 p.m., no later than 90 calendar days prior to the scheduled meeting. If you are hearing or voice impaired, call 711.

July 17, 2020 Key West Citizen

CALL FOR BIDS

THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, hereby gives notice to prospective bidders that sealed proposals will be received by KFWB electronically until 1:00 PM on Friday, July 10, 2020 for:

KEY WEST 20-05 SPECIFICATIONS FOR ELECTRICAL INSULATION OIL TESTERS

The Utility Board has installed VectorLink and DemandStar systems to provide current information to potential locations. These systems will allow you to register bid information online and at your convenience 24 hours a day, seven days a week. Specifications may be obtained from the website at www.kfwb.com/bids or email info@kfwb.com. Requested services will be notified automatically of all future bids for proposals. You may also visit [kfwb.com/bids](https://www.kfwb.com/bids) to download information for all keys bid specifications.

July 10, 2020 KFWB