

**File #:** **2022-020**

**Property Owner:** Elk Investments of Miami, LLC

**Applicant:** Elk Investments of Miami, LLC

**Agent/Contact:** James S. Lupino, Esq.

**Type of Application:** LDC Text Amendment

**Key:** Key Largo

**RE:** 00489136-018717

# **Additional Information added to File 2022-020**

AGENT AUTHORIZATION FORM

Date of Authorization: 03 / 2 / 2022
Month Day Year

I hereby authorize James S. Lupino, Esq. be listed as authorized agent
(Print Name of Agent)

representing BLUE HARBOR CLUB, INC. & Elk Investments of Miami LLC for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of Text Amendment Application for the purpose of county recognition/condominium development and building on units
(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

Blue Harbor, Key Largo

Lot Block Subdivision Key (Island)
All Blue Harbor Real Estate Parcels

Real Estate (RE) / Parcel ID Number Alternate Key Number
92

Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

88539 Overseas Highway Tavernier, FL 33070

Mailing Address (Street, City, State and Zip Code)

(305)852-8440

jlupino@hlylaw.com

Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [Handwritten Signature]

Printed Name of Property Owner: Orlando Cordoves

STATE OF FL. COUNTY OF Miami-Dade

Sworn to and subscribed before me this 3rd day of March, 2022, by means of [X] physical presence or [ ] online notarization,

by Orlando Cordoves, who is personally known to me OR produced
(Print Name of Person Making Statement)

(Type of ID Produced) as identification.

Signature of Notary Public
My commission expires:

Print, Type or Stamp (Do Not Print Name of Notary Public)
JOSE J. GONZALEZ
MY COMMISSION EXPIRES MAY 8, 2023
#GG 328248
NOTARY PUBLIC, STATE OF FLORIDA

**End of Additional File 2022-020**

MONROE COUNTY, FLORIDA  
 PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT  
 LAND DEVELOPMENT CODE (LDC) TEXT AMENDMENT APPLICATION

PETITIONER: ELK INVESTMENTS OF MIAMI LLC

INDEX

TAB	CONTENT
	<b>Application Payment check for \$6,801.00 payable to the order of Monroe County Planning &amp; Environmental Resources (amount confirmed by Sr. Planning Commission Coordinator Ilze Aguila)</b>
1	Notarized Agent Authorization form
2	<ul style="list-style-type: none"> <li>• Land Development Code LDC Text Amendment Application Form and record cards of every property located at Blue Harbor Condominium</li> <li>• Additional sheets</li> <li>• Property record cards of all 19 adjoining properties located at Blue Harbor, Condominium</li> <li>• Transcript of hearing dated</li> </ul>
3	<ul style="list-style-type: none"> <li>• Existing text of Land Development Code section(s) affected</li> <li>• Proposed amendment(s) to text of Land Development Code Section(s) in strikethrough and underlined format.</li> </ul>
4	Proof of ownership
5	Ownership disclosure form
6	Current Property Record Card
7	Location map
8	Photographs of site from adjacent roadway
9	Survey - Recorded Declaration of Condominium containing survey
10	List of names and addresses of all real property owners within a 600 foot radius of the subject property
11	Copy of current Future Land Use Map

MONROE COUNTY, FLORIDA  
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT



**Land Development Code (LDC) Text Amendment Application**

*An application must be deemed complete and in compliance with the Monroe County Comprehensive Plan and Code by the staff prior to the item being scheduled for review*

**Application Fee: \$5,950.00**

The base fee includes two internal staff meetings with applicants; one Development Review Committee meeting, one Planning Commission public hearing; and one Board of County Commission public hearing. If this minimum number of meetings/hearings is exceeded, additional fees shall be charged pursuant to Fee Schedule Resolution and paid prior to the private application proceeding through public hearings.

*In addition to the application fee, the following fees also apply:*

Advertising Costs: \$245.00

Surrounding Property Owner Notification (SPON): \$3.00 for each property owner required to be noticed

Transportation Study Review: \$5,000.00 Deposit (any unused funds will be returned upon approval)

Advertising and Noticing Fees for a Community Meeting: \$245 plus \$3.00/SPON

**Date of Request:** 01 / 31 / 2022  
Month Day Year

**Applicant / Agent Authorized to Act for Property Owner:** (Agents must provide notarized authorization from all property owners.)

Elk Investments of Miami LLC

James S. Lupino, Esq.

Applicant (Name of Person, Business or Organization)

Name of Person Submitting this Application

88539 Overseas Highway Tavernier Florida 33070

Mailing Address (Street, City, State and Zip Code)

(305)852-8440

jlupino@hlylaw.com

Work Phone

Home Phone

Cell Phone

Email Address

**Property Owner:** (Business/Corp must include documents showing who has legal authority to sign.)

Elk Investments of Miami, LLC

James S. Lupino, Esq.

(Name/Entity)

Contact Person

88539 Overseas Highway Tavernier, Florida 33070

Mailing Address (Street, City, State and Zip Code)

(305)852-8440

jlupino@hlylaw.com

Work Phone

Home Phone

Cell Phone

Email Address

**Section(s) of Land Development Code Affected :**

Sec. 130-157. Maximum permanent residential density and minimum required open space.

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**Please describe the reason for the proposed text amendment (attach additional sheets if necessary):**

Elk Investments is simply requesting to be treated by the County equally to its neighbors. The zoning as it exists, but not as it has been historically applied, limits the land to 1 unit per lot. According to the LDC "Lot means a duly recorded lot as shown on a plat approved by the County. (Also described as platted lot.)". As a result Elk Investments is being denied the right to build on unit 16 of Blue Harbor as the entire portion of Tract "A" was by the County's position never properly subdivided by a recorded plat. Virtually all of the adjoining neighbors have been allowed to have a single family unit built upon their property. Every single neighbor of the property within Blue Harbor, specifically, 19 out of 20, currently have a single family residence on their property, except the subject property owned by applicant Elk Investment of Miami LLC. The subject property, like all others in Blue Harbor, is identified by Monroe Property Appraiser as a Unit and each individual owner is being taxed and assess for wastewater independently. (continue on additional sheet)

**Please describe how the proposed amendment implements and is consistent with the Comprehensive Plan:**

The property is categorized as Residential High (RH) future land use. As per the Monroe County's comprehensive plan the principal purpose of the Residential High (RH) future land use category is to provide for high-density single-family, multi-family, and institutional residential development, including mobile homes and manufactured housing, located near employment centers. Removing the zoning of Blue Harbor Condominium, and allowing each parcel to be considered a lot for purposes of allowing the subject property to have a single family unit built upon them will rationally be consistent with the principal purpose of residential high zoning.

**Please describe how proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area, Section 380.0552(7), Florida Statute:**

Section 380.0552(7)(n) reads: After repeal, any plan amendments must be consistent with the following principles: Protecting the public health, safety, and welfare of the citizens of the Florida Keys and maintaining the Florida Keys as a unique Florida resource. By denying Elk Investments ability to build a single family residence upon the land, Monroe County is deeming the subject property worthless without just compensation. The Amendment would officially conform the heretofore issued and accounted for SFRs as Condominium units which were individually identified with the recording of the Declaration of Condominium on May 9th, 1977. This puts Elk Investments in the same situation as its adjoining neighbors.

The Board of County Commissioners may consider an amendment if the change is based on one or more of the following factors. Please describe how one or more of the following factors shall be met (attach additional sheets if necessary):

- 1) **Changed projections (e.g. regarding public service needs) from those on which the text was based**

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- 2) **Changed assumptions (e.g. regarding demographic trends):**

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- 3) **Data errors, including errors in mapping, vegetative types and natural features:**

At the Planning Commission's hearing on October 27, 2021, Monroe County's attorney acknowledged and justified that the neighboring permits were issued in error and that this one property should be treated differently. The County has stated that because other unit owners were granted building permits in error, the county may not carry said errors along and continue with said alleged errors in the future. The County erred 19 times out of 19 times and now on the 20th property the County wants to change its position. (continue on additional sheet)

- 4) **New issues:**

Monroe County is applying the density limitations to one property different from all neighboring properties. Monroe County failed to recognize the condominium form of ownership like it had in all other properties after over 40 years of recognizing said ownership and division. Monroe County first made this change in July 31, 2020.

- 5) **Recognition of a need for additional detail or comprehensiveness:**

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6) Data updates:

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**In no event shall an amendment be approved which will result in an adverse community change of the planning area in which the proposed development is located or to any area in accordance with a Livable CommuniKeys master plan. Please describe how the text amendment would not result in an adverse community change (attach additional sheets if necessary):**

Virtually every property located at Blue Harbor Condominium has a single family residence built upon. All parcels of land, but for Elk Investments' property has been permitted by Monroe County to have a Single Family Residence built. Elk investment is simply requesting for it to be treated equally to its neighbors. Allowing/granting this text amendment corrects prior errors and treats all like properties similarly. There would be no change in the community

\* \* \* \* \*

**Applicants submitting an application for an amendment to the text of the Land Development Code shall participate in a concept meeting with the Planning and Environmental Resources Department, as indicated in Section 102-158(d)(3), to discuss the proposed amendment.**

*Scheduling.* A concept meeting shall be scheduled by department staff once the application is determined to be complete.

As part of this concept meeting, department staff will identify whether or not the proposed text amendment will have a county-wide impact. If the proposal is determined to have a county-wide impact, a public meeting with the Board of County Commissioners ("**Impact Meeting**") prior to the application proceeding to the DRC for review is required. The applicant shall coordinate with the Planning Director regarding the date and time of the Impact Meeting; however, all Impact Meetings shall be held in Marathon.

*Notice of Meeting.* The Impact Meeting shall be noticed at least 15 days prior to the meeting date by advertisement in a Monroe County newspaper of general circulation.

*Noticing and Advertising Costs.* The applicant shall pay the cost of the public notice and advertising for the Impact Meeting and provide proof of proper notice to the Planning Director.

**The Impact Meeting is not to be a public hearing (the BOCC will not vote on the proposal), but a public meeting during which the BOCC may offer their initial opinions and the public may have input on the proposed amendment.**

**PROOF OF PROPER NOTICING ON THE IMPACT MEETING WILL BE REQUIRED.**

**Applicants requesting a Land Development Code Text Amendment shall provide for public participation through a community meeting as indicated in Code Section 102-159.**

*Scheduling.* The applicant will coordinate with the Planning Director regarding the date, time and location of the proposed community meeting; however, all meetings are to be held on a weekday evening at least three (3) months prior to any of the public hearings.

*Notice of Meeting.* The community meeting shall be noticed at least 15 days prior to the meeting date by advertisement in a Monroe County newspaper of general circulation, mailing of notice to surrounding property owners, and posting of the subject property.

*Noticing and Advertising Costs.* The applicant shall pay the cost of the public notice and advertising for the community meeting and provide proof of proper notice to the Planning Director.

The community meeting shall be facilitated by a representative from the Monroe County Planning & Environmental Resources Department and the applicant shall be present at the meeting.

**PROOF OF PROPER NOTICING ON THE COMMUNITY MEETING WILL BE REQUIRED.**

\* \* \* \* \*

**All of the following must be submitted in order to have a complete application submittal:**  
(Please check as you attach each required item to the application)

- Completed application form (unaltered and unbound)
- Correct fee (check or money order payable to *Monroe County Planning & Environmental Resources*)
- Existing text of Land Development Code section(s) affected
- Proposed amendment(s) to text of Land Development Code section(s). *Must be provided in strikethrough and underline format.*
- If a site specific amendment is proposed:
  - Proof of ownership (i.e., Warranty Deed)
  - Ownership Disclosure Form
  - Current Property Record Card(s) from the Monroe County Property Appraiser
  - Location map
  - Photograph(s) of site(s) from adjacent roadway(s)
  - Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – eight (8) sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; total acreage by habitat; and total upland area)
  - A list of names and addresses of all real property owners within a 600 foot radius of the subject property(ies). This list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 600 foot radius, each unit owner must be included

**If applicable, the following must be submitted in order to have a complete application submittal:**

- Notarized Agent Authorization Letter** (note: authorization is needed from all owner(s) of the subject property)
- Copy of current Future Land Use Map (*required if application affects specific and defined area*)
- 600ft Radius report, prepared by the Monroe County Property Appraiser's Office (*required if application affects specific and defined area*)
- Traffic Study, prepared by a licensed traffic engineer (*required if application affects specific and defined area*)
- Transportation fee of \$5,000 to cover the cost of experts hired by the Department to review the traffic study – any unused funds deposited will be returned upon approval (*required if application affects specific and defined area*)

**If deemed necessary to complete a full review of the application, within reason, the Planning & Environmental Resources Department reserves the right to request additional information.**

**Additional fees may apply pursuant to the approved fee schedule.**

\* \* \* \* \*

**Has a previous application been submitted for this site(s) within the past two years?**  Yes  No

Is there a pending code enforcement proceeding involving all or a portion of the parcel(s) proposed for development?  Yes  No Code Case file # \_\_\_\_\_ Describe the enforcement proceedings and if this application is being submitted to correct the violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The applicant/owner hereby acknowledges and agrees that any staff discussions or negotiations about conditions of approval are preliminary only, and are not final, nor are they the specific conditions or demands required to gain approval of the application, unless the conditions or demands are actually included in writing in the final development order or the final denial determination or order.

By signing this application, the owner of the subject property authorizes the Monroe County Planning & Environmental Resources staff to conduct all necessary site visits and inspections on the subject property.

I, the Applicant, certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: \_\_\_\_\_

Date: 2/2/22

STATE OF Florida

COUNTY OF Miami-Dade

Sworn to and subscribed before me this 2nd day of February, 2022.

by means of  physical presence or  online notarization,

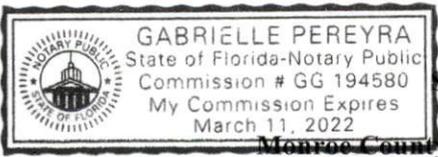
by James S. Lupino, who is personally known to me OR produced

(PRINT NAME OF PERSON MAKING STATEMENT)

FL drivers license as identification.  
(TYPE OF ID PRODUCED)

Gabrielle Pereyra  
Signature of Notary Public

Gabrielle Pereyra  
Print, Type or Stamp Commissioned Name of Notary Public  
My commission expires:



Send complete application package to:  
Monroe County Planning & Environmental Resources Department  
Marathon Government Center  
2798 Overseas Highway, Suite 400  
Marathon, FL 33050

AGENT AUTHORIZATION FORM

Date of Authorization: 01 / 31 / 2022
Month Day Year

I hereby authorize James S. Lupino, Esq. be listed as authorized agent
(Print Name of Agent)

representing Elk Investments of Miami LLC for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of Text Amendment Application
(List the Name and Type of applications for the authorization)

for the Property described as: (if in metes and bounds, attach legal description on separate sheet)

16 Blue Harbor, Key Largo
Lot Block Subdivision Key (Island)

00489136-018717 1604135
Real Estate (RE) / Parcel ID Number Alternate Key Number

Vacant Land, Tavernier 92
Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

88539 Overseas Highway Tavernier, FL 33070

Mailing Address (Street, City, State and Zip Code)

(305)852-8440 jlpupino@hlylaw.com
Work Phone Home Phone Cell Phone Email Address

This authorization becomes effective on the date this affidavit is notarized and shall remain in effect until terminated by the undersigned. This authorization acts as a durable power of attorney only for the purposes stated. The undersigned understands the risks and liabilities involved in the granting of this agency and accepts full responsibility for any and all of the actions of the agent named herein related to the processing of the services requested, application(s) and/or the acquisition of approvals/permits for the aforementioned applicant. The applicant(s) hereby indemnifies and holds harmless Monroe County, its officers, agents and employees for any damage to applicant caused by its agent or arising from this agency authorization.

Note: Agents must provide a notarized authorization from ALL current property owners.

Signature of Property Owner: [Handwritten Signature]

Printed Name of Property Owner: Orlando Cordoves

STATE OF FL. COUNTY OF Miami-Dade

Sworn to and subscribed before me this 1st day of February, 2022, by means of [X] physical presence or [ ] online notarization,

by Orlando Cordoves, who is personally known to me OR produced
(Print Name of Person Making Statement)

[Signature] as identification.
(Type of ID Produced)

Signature of Notary Public
My commission expires:

Print, Type or Stamp Commission Expires Name of Notary Public



RECORD CARDS OF EVERY PROPERTY  
LOCATED AT BLUE HARBOR  
CONDOMINIUM

**Disclaimer**

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

**Summary**

Parcel ID 00489136-018702  
 Account# 1603988  
 Property ID 1603988  
 Millage Group 500P  
 Location 119 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 1 BLUE HARBOR CLUB INC A  
 Description CONDOMINIUM OR751-1918/1919  
 OR807-2464/2465 OR846-2130 OR1120-810  
 OR1471-2231 OR1471-2232/33 OR1471-2234  
 OR1794-757 OR2211-1014 OR2260-2012/13  
 OR2500-1336/40 OR2542-2295/96  
 OR2953-1045 OR2965-1999  
 OR3076-0589  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property SINGLE FAMILY RESID (0100)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

HERNANDEZ PEDRO MIGUEL  
 164 Blue Harbor Dr  
 Tavernier FL 33070

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$310,436	\$307,730	\$0	\$0
+ Market Misc Value	\$24,960	\$25,762	\$26,569	\$22,877
+ Market Land Value	\$167,730	\$143,410	\$133,170	\$134,450
= Just Market Value	\$503,126	\$476,902	\$159,739	\$157,327
= Total Assessed Value	\$503,126	\$468,985	\$146,595	\$133,268
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$503,126	\$476,902	\$159,739	\$157,327

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
RES PLUGGED CANAL (01PC)	8,000.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Buildings**

Building ID	63910	Exterior Walls	C.B.S.
Style	STILT 1 STORY	Year Built	2019
Building Type	S.F.R. - R1 / R1	EffectiveYearBuilt	2019
Gross Sq Ft	5417	Foundation	CONC PILINGS
Finished Sq Ft	1462	Roof Type	REINFORC CONC
Stories	2 Floor	Roof Coverage	MIN/PAINT CONC
Condition	EXCELLENT	Flooring Type	CERM/CLAY TILE
Perimeter	0	Heating Type	FCD/AIR DUCTED
Functional Obs	0	Bedrooms	3
Economic Obs	0	Full Bathrooms	2
Depreciation %	1	Half Bathrooms	0
Interior Walls	DRYWALL	Grade	550
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
CPF	COVERED PARKING FIN	1,437	0	156
OPX	EXC OPEN PORCH	575	0	160

FLA	FLOOR LIV AREA	1,462	1,462	180
LLF	LOW LEV FIN	30	0	22
OPU	OP PR UNFIN LL	543	0	178
OUF	OP PRCH FIN UL	100	0	78
PTO	PATIO	1,000	0	130
SBF	UTIL FIN BLK	270	0	70
<b>TOTAL</b>		<b>5,417</b>	<b>1,462</b>	<b>974</b>

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
RW2	1989	1990	1	104 SF	2
CH LINK FENCE	1989	1990	1	1400 SF	3
CONCRETE DOCK	1989	1990	1	204 SF	4
SEAWALL	1989	1990	1	522 SF	2
UTILITY BLDG	1989	1990	1	64 SF	2
TIKI	2014	2015	1	144 SF	3
TIKI	2014	2015	1	80 SF	3

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
2/17/2021	\$525,000	Warranty Deed	2304475	3076	0589	01 - Qualified	Improved
3/11/2019	\$0	Quit Claim Deed	2221377	2965	1999	11 - Unqualified	Improved
3/11/2019	\$100	Quit Claim Deed	2210631	2953	1045	16 - Unqualified	Improved
11/1/2011	\$120,000	Warranty Deed		2542	2295	03 - Qualified	Improved
1/13/2011	\$100	Certificate of Title		2500	1336	12 - Unqualified	Improved
12/8/2006	\$325,000	Warranty Deed		2260	2012	Q - Qualified	Improved
5/2/2006	\$310,000	Warranty Deed		2211	1014	Q - Qualified	Improved
6/13/2002	\$137,000	Warranty Deed		1794	0757	Q - Qualified	Improved
11/1/1993	\$85,000	Warranty Deed		1471	2232	U - Unqualified	Improved
2/1/1990	\$24,000	Warranty Deed		1120	810	U - Unqualified	Vacant
10/1/1981	\$12,500	Warranty Deed		846	2130	U - Unqualified	Vacant

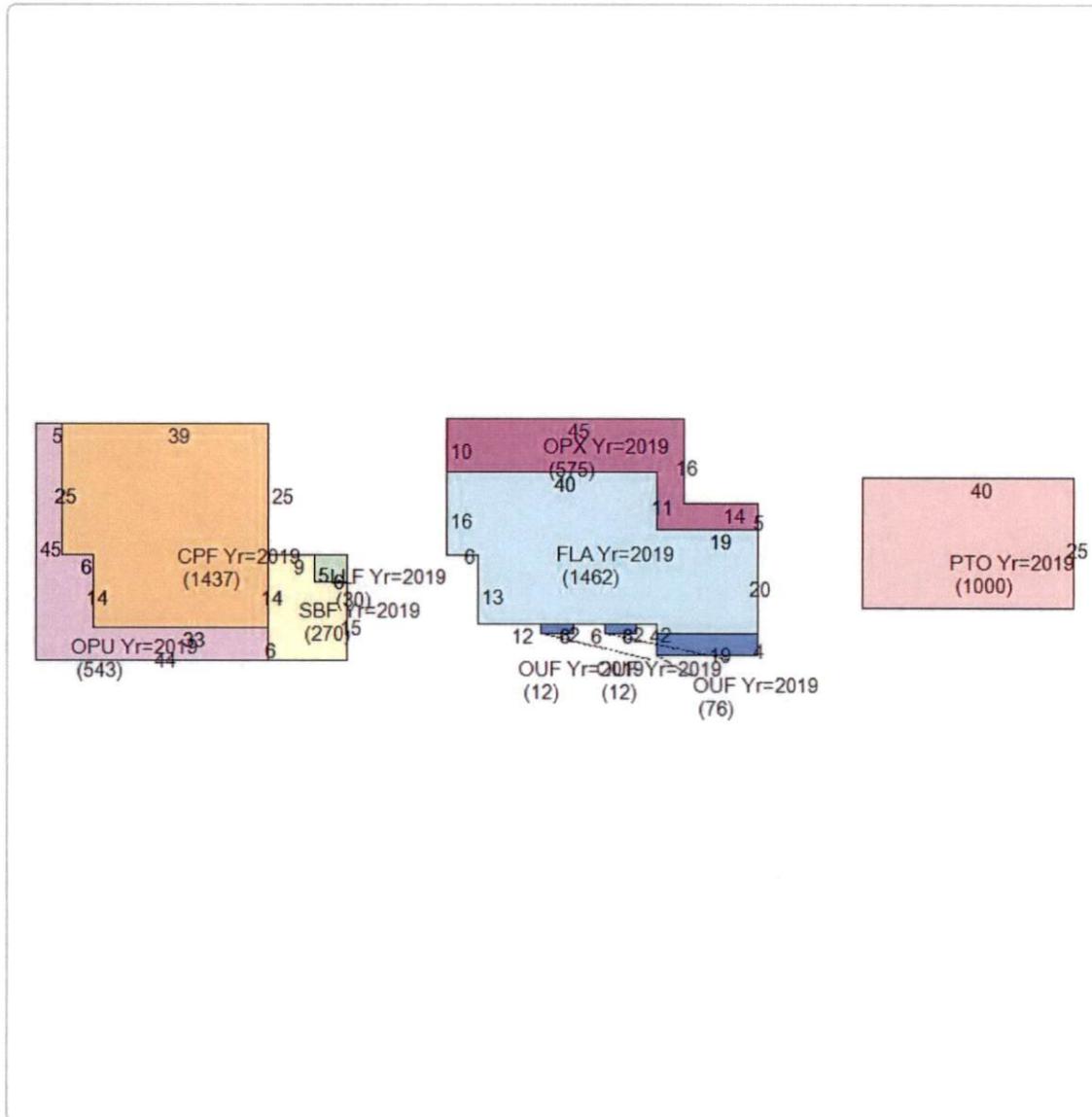
**Permits**

Number ↕	Date Issued ↕	Date Completed ↕	Amount ↕	Permit Type ↕	Notes ↕
12300959	11/6/2013	7/15/2019	\$170,300	Residential	REPLACE MH/SFR
12300244	1/20/2012	3/9/2012	\$2,100	Residential	DEMO MH

**View Tax Info**

[View Taxes for this Parcel](#)

**Sketches (click to enlarge)**



Photos



Map



TRIM Notice

[2021 TRIM Notice \(PDF\)](#)

2021 Notices Only

No data available for the following modules: Commercial Buildings, Mobile Home Buildings, Exemptions.

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

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Version 2.3.175

**Disclaimer**

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By continuing into this site you assert that you have read and agree to the above statement.

**Summary**

Parcel ID 00489136-018703  
 Account# 1603996  
 Property ID 1603996  
 Millage Group 500P  
 Location 123 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 2 BLUE HARBOR CLUB INC A CONDOMINIUM AND AN UNDIVIDED INTEREST  
 Description IN COMMON ELEMENTS OR751-1918/19 OR807-2464/65 OR813-1560/61 OR812-2112/13AG OR1052-2463 OR1052-2462 OR1411-1343 OR1420-2452C OR1420-2453C OR1420-2454 OR2412-81/85 OR2490-859/60  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

IBARRIA MARIA  
 123 Blue Harbor Dr  
 Tavernier FL 33070

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$28,430	\$28,430	\$29,490	\$30,550
+ Market Misc Value	\$54,782	\$55,079	\$55,377	\$44,119
+ Market Land Value	\$167,730	\$143,410	\$133,170	\$134,450
= Just Market Value	\$250,942	\$226,919	\$218,037	\$209,119
= Total Assessed Value	\$131,196	\$129,385	\$126,477	\$124,119
- School Exempt Value	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)
= School Taxable Value	\$106,196	\$104,385	\$101,477	\$99,119

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
RES MH PLUG. CANAL (02PC)	8,000.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style MANUFACTURED HOME  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 784  
 Stories 1 Floor  
 Condition AVERAGE  
 Interior Walls PLYWOOD PANEL  
 Exterior Walls METAL/ALUM  
 Year Built 1981  
 Effective Year Built 1995  
 Foundation CONC BLOCK  
 Roof Type FLAT OR SHED  
 Roof Coverage METAL  
 Flooring Type SFT/HD WD  
 Heating Type NONE with 0% NONE  
 Bedrooms 2  
 Full Bathrooms 1  
 Half Bathrooms 0  
 Grade 350  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	295	0	0
FLA	FLOOR LIV AREA	784	784	0
TOTAL		1,079	784	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	1989	1990	1	1116 SF	1
SEAWALL	1981	1982	1	184 SF	3
CONC DAVITS	1995	2005	1	1 UT	1
CONCRETE DOCK	1982	2005	1	1104 SF	4
CONC PATIO	1995	2005	1	300 SF	2
RW2	1995	2005	1	480 SF	3
CH LINK FENCE	1995	2005	1	736 SF	1
UTILITY BLDG	2015	2016	1	128 SF	4

**Exemptions**

Exemption	Amount
01 25000 HOMESTEAD 196.031(a)	\$25,000.00
02 ADDL HOMESTEAD 196.031(b)	\$25,000.00

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
11/1/2010	\$100	Quit Claim Deed		2490	859	11 - Unqualified	Improved
3/1/2009	\$100	Warranty Deed		2412	81	11 - Unqualified	Improved
8/1/1996	\$46,000	Warranty Deed		1420	2454	Q - Qualified	Improved
6/1/1980	\$12,000	Warranty Deed		813	1560	Q - Qualified	Vacant

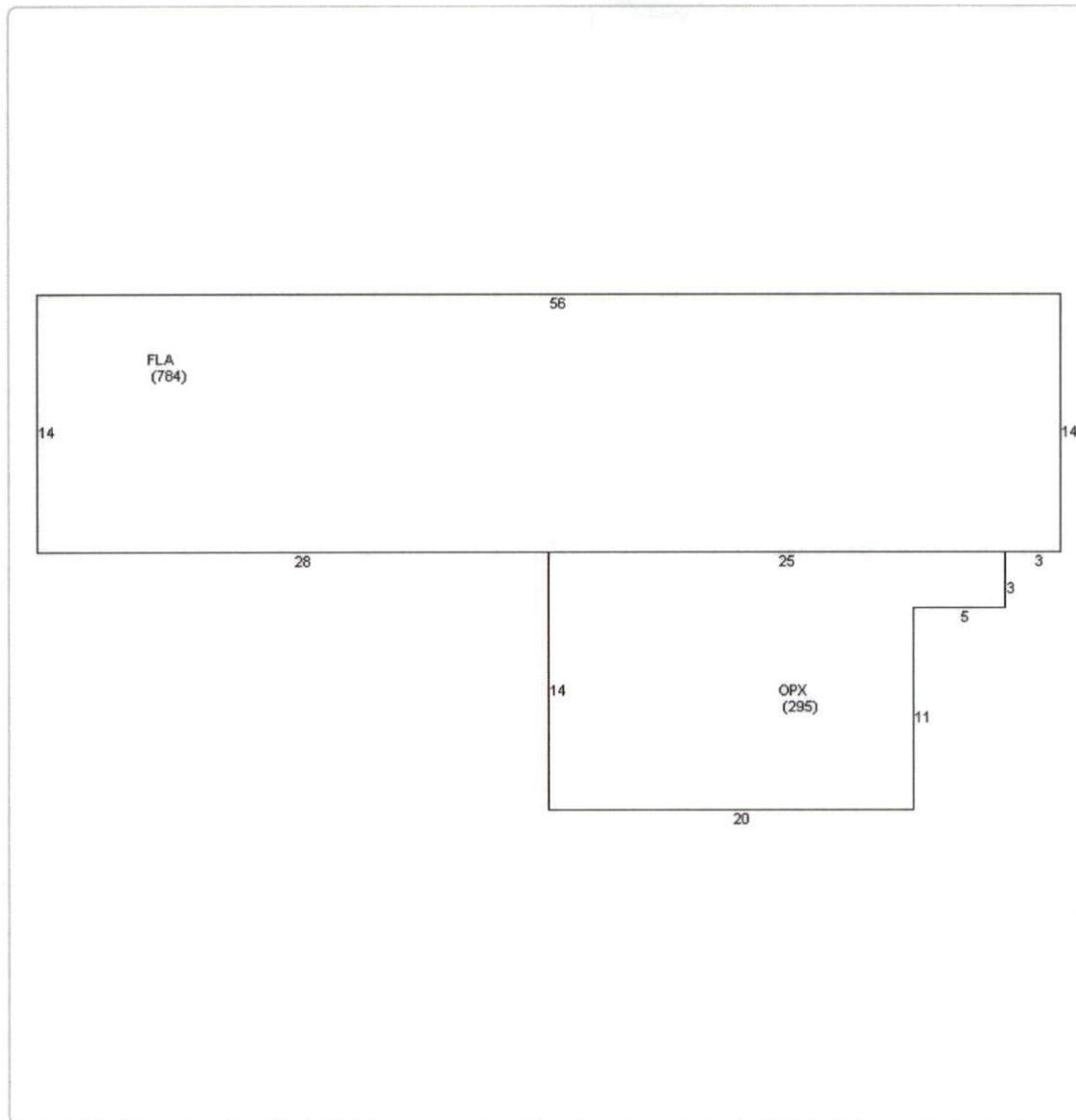
**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
21302387	1/27/2022		\$10,000	Residential	DEMO OF STRUCTURE

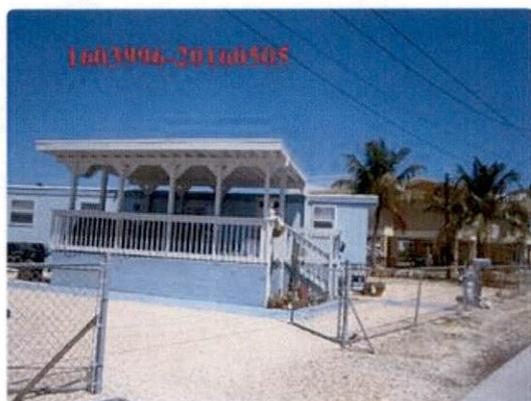
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**Sketches (click to enlarge)**



Photos



Map



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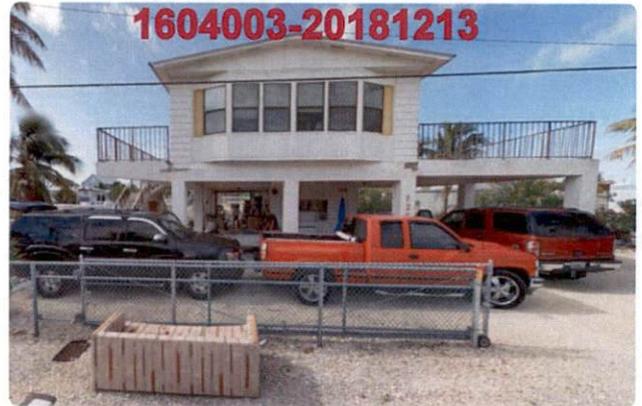
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**Summary**

Parcel ID 00489136-018704  
 Account# 1604003  
 Property ID 1604003  
 Millage Group 500P  
 Location 127 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 3 BLUE HARBOR CLUB INC A CONDOMINIUM & AN UNDIVIDED  
 Description INTEREST IN COMMON ELEMENTS OR755-276 807-2464/2465 OR813-842 OR1168-2201 OR1266-1642 OR1284-850/51Q/C OR1284-1164/65-C OR1328-1681 OR1478-2154/55 OR1488-81/83C  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

DE LEON OSCAR C  
 14090 SW 28th Ct  
 Davie FL 33330

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$55,223	\$55,223	\$48,269	\$50,587
+ Market Misc Value	\$38,697	\$38,727	\$38,757	\$29,494
+ Market Land Value	\$167,730	\$143,410	\$133,170	\$134,450
= Just Market Value	\$261,650	\$237,360	\$220,196	\$214,531
= Total Assessed Value	\$261,096	\$237,360	\$220,196	\$208,833
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$261,650	\$237,360	\$220,196	\$214,531

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
RES MH PLUG. CANAL (02PC)	8,000.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style MANUFACTURED HOME  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 1296  
 Stories 1 Floor  
 Condition AVERAGE  
 Interior Walls DRYWALL  
 Exterior Walls METAL/ALUM  
 Year Built 1982  
 Effective Year Built 1990  
 Foundation CONC PILINGS  
 Roof Type GABLE/HIP  
 Roof Coverage METAL  
 Flooring Type CERM/CLAY TILE  
 Heating Type FCD/AIR DUCTED with 0% NONE  
 Bedrooms 3  
 Full Bathrooms 2  
 Half Bathrooms 0  
 Grade 400  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
CPF	COVERED PARKING FIN	1,420	0	0
FLA	FLOOR LIV AREA	1,296	1,296	0
OUF	OP PRCH FIN UL	1,164	0	0
SBF	UTIL FIN BLK	324	0	0
TOTAL		4,204	1,296	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
SEAWALL	1982	1983	1	176 SF	3
RW2	1982	1983	1	216 SF	3
CONCRETE DOCK	1982	1983	1	880 SF	4
CH LINK FENCE	1995	1996	1	1168 SF	3
CONC DAVITS	2000	2005	1	1 UT	1
TILE PATIO	2000	2005	1	70 SF	1
CONC PATIO	2000	2005	1	90 SF	2

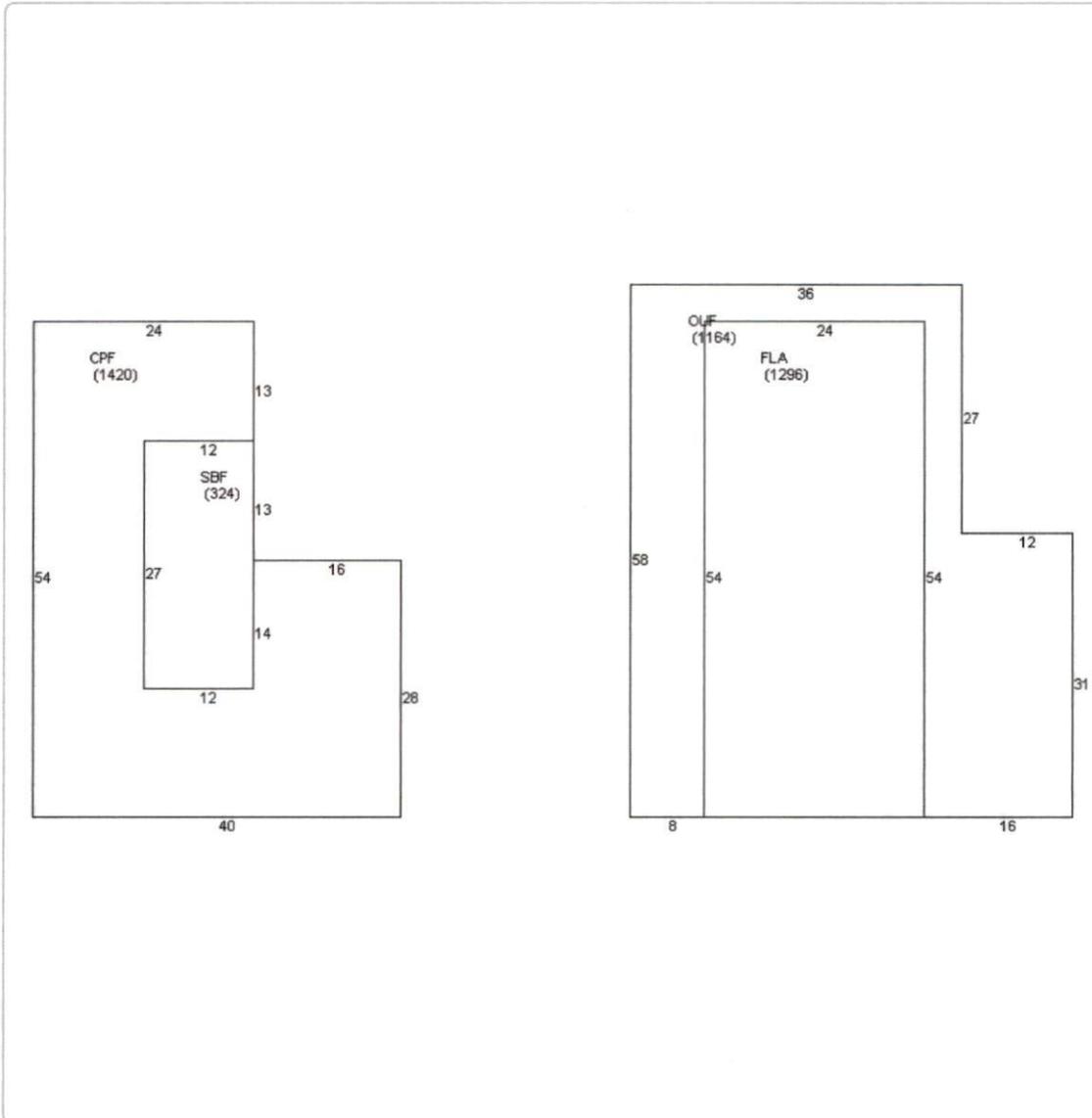
**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
9/1/1997	\$130,000	Warranty Deed		1478	2154	O - Unqualified	Improved
8/1/1994	\$29,100	Warranty Deed		1328	1681	O - Unqualified	Improved
7/1/1993	\$110,500	Warranty Deed		1266	1642	Q - Qualified	Improved
6/1/1980	\$21,500	Warranty Deed		813	842	Q - Qualified	Vacant
2/1/1978	\$10,500	Conversion Code		755	276	Q - Qualified	Vacant

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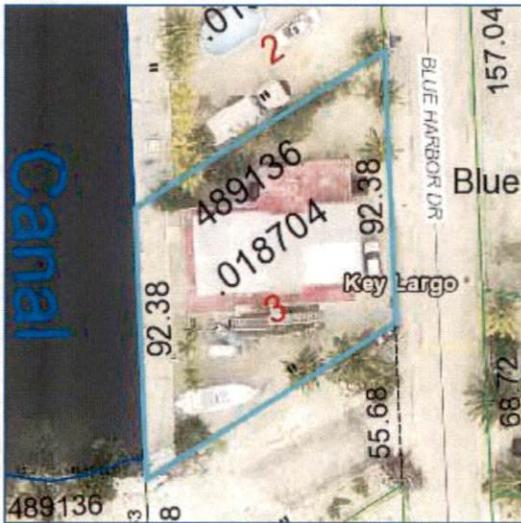
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**Photos**



Map



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**Summary**

Parcel ID 00489136-018705  
 Account# 1604011  
 Property ID 1604011  
 Millage Group 500P  
 Location 131 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 4 BLUE HARBOR CLUB INC A CONDOMINIUM OR751-1918/19 OR758-  
 Description 1452/53 OR807-2464/65 OR839-195 OR917-838/40 OR2603-2473/74  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

JMA INVESTMENTS MIAMI LLC  
 8457 Glencairn Ter  
 Miami Lakes FL 33016

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$108,601	\$111,137	\$62,126	\$62,126
+ Market Misc Value	\$57,049	\$53,391	\$39,231	\$32,148
+ Market Land Value	\$363,570	\$358,450	\$332,850	\$271,410
= Just Market Value	\$529,220	\$522,978	\$434,207	\$365,684
= Total Assessed Value	\$473,642	\$430,584	\$378,485	\$344,077
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$529,220	\$522,978	\$434,207	\$365,684

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MOB HOM CANAL (020C)	8,000.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style MANUFACTURED HOME  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 1440  
 Stories 1 Floor  
 Condition GOOD  
 Interior Walls DRYWALL  
 Exterior Walls HARDIE BD  
 Year Built 1976  
 Effective Year Built 2006  
 Foundation CONC PILINGS  
 Roof Type GABLE/HIP  
 Roof Coverage ASPHALT SHINGL  
 Flooring Type VINYL/LAMINATE  
 Heating Type FCD/AIR DUCTED with 0% NONE  
 Bedrooms 2  
 Full Bathrooms 2  
 Half Bathrooms 0  
 Grade 400  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
CPF	COVERED PARKING FIN	864	0	0
FLA	FLOOR LIV AREA	1,440	1,440	0
OUF	OP PRCH FIN UL	144	0	0
SBF	UTIL FIN BLK	576	0	0
TOTAL		3,024	1,440	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
SEAWALL	1978	1979	1	184 SF	3
RW2	1978	1979	1	220 SF	3
CONCRETE DOCK	1978	1979	1	420 SF	4
CONCRETE DOCK	1978	1979	1	558 SF	3
CONC DAVITS	1995	2005	1	1 UT	1
CH LINK FENCE	1995	2005	1	1168 SF	1
CONC PATIO	1995	2005	1	322 SF	2
TILE PATIO	1995	2005	1	80 SF	5
TIKI	1995	2005	1	96 SF	2
BOAT LIFT	2019	2020	1	1 UT	4

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
12/7/2012	\$100	Quit Claim Deed		2603	2473	11 - Unqualified	Improved
7/1/1984	\$105,000	Warranty Deed		917	838	U - Unqualified	Improved
8/1/1981	\$90,000	Warranty Deed		839	195	Q - Qualified	Improved
4/1/1978	\$19,000	Conversion Code		758	1452	Q - Qualified	Vacant

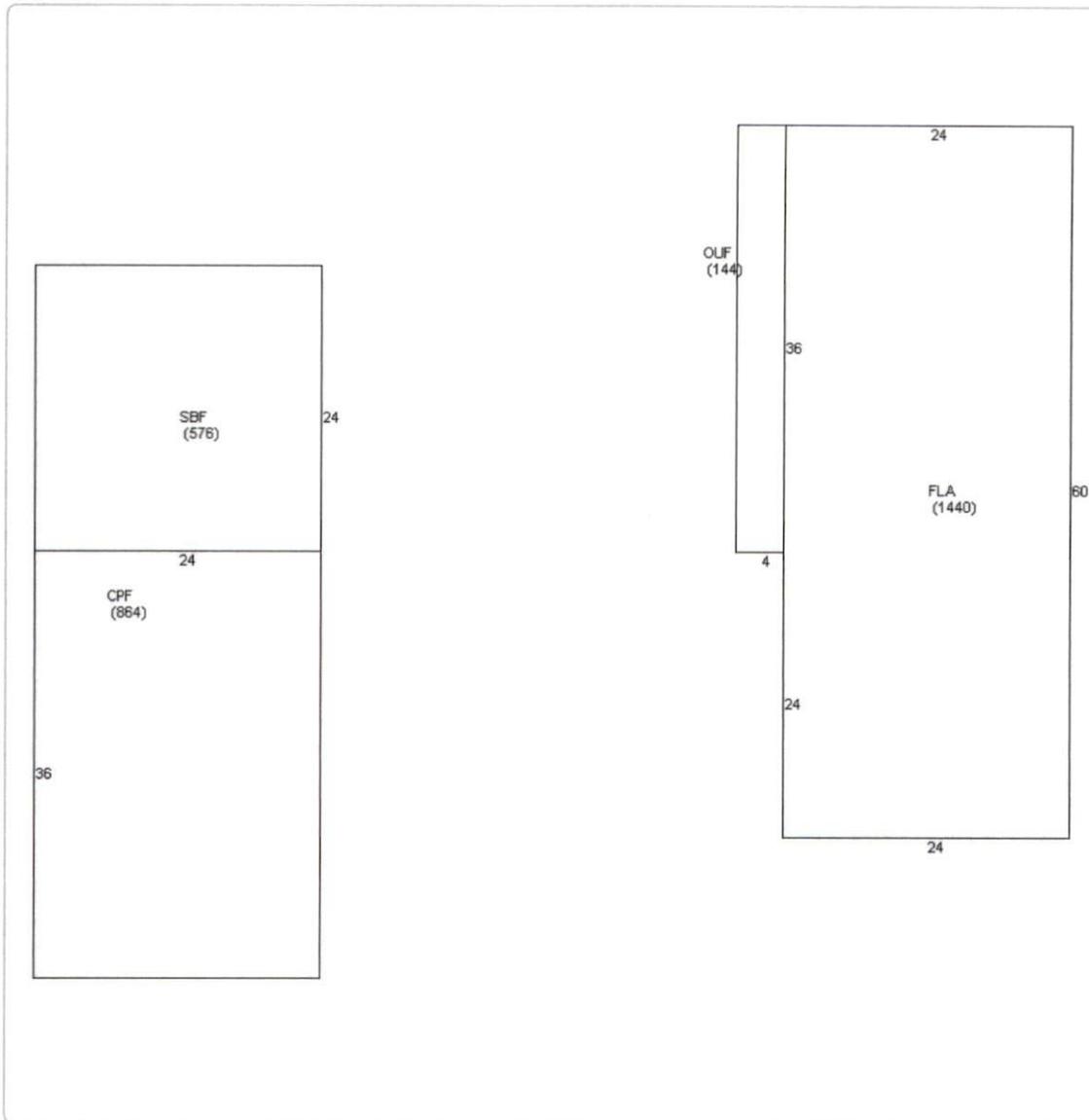
**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
19300654	5/28/2019	5/15/2019	\$9,800	Residential	15K BOAT LIFT
10304929	8/31/2010	6/21/2011	\$1	Residential	DEMO BOAT LIFT
06303557	6/30/2006	11/28/2007	\$7,500	Residential	ROOF-SHINGLE

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**Sketches (click to enlarge)**



Photos



Map



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**Summary**

Parcel ID 00489136-018706  
 Account# 1604020  
 Property ID 1604020  
 Millage Group 500P  
 Location 135 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 5 BLUE HARBOR CLUB INC A CONDOMINIUM OR751-1918/19 OR807-2464/65  
 Description OR916-1192 OR939-2329/30 OR972-257 OR972-258 OR972-258 OR986-2497 OR986-2498AFF OR986-2499 OR1600-1349/50 OR1600-1351/52  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

SANCHEZ MARIA D REV TR 9/1/1999 11905 SW 47th St Miami FL 33175  
 SANCHEZ MANUEL REV TR 9/1/1999 11905 SW 47th St Miami FL 33175

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$55,208	\$56,999	\$44,462	\$44,462
+ Market Misc Value	\$66,029	\$63,029	\$63,779	\$52,995
+ Market Land Value	\$363,570	\$358,450	\$332,850	\$271,410
= Just Market Value	<b>\$484,807</b>	<b>\$478,478</b>	<b>\$441,091</b>	<b>\$368,867</b>
= Total Assessed Value	<b>\$413,597</b>	<b>\$375,997</b>	<b>\$341,815</b>	<b>\$310,741</b>
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	<b>\$484,807</b>	<b>\$478,478</b>	<b>\$441,091</b>	<b>\$368,867</b>

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MOB HOM CANAL (020C)	8,000.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style MANUFACTURED HOME  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 1056  
 Stories 1 Floor  
 Condition AVERAGE  
 Interior Walls DRYWALL  
 Exterior Walls METAL/ALUM  
 Year Built 1976  
 Effective Year Built 2000  
 Foundation CONC PILINGS  
 Roof Type GABLE/HIP  
 Roof Coverage ASPHALT SHINGL  
 Flooring Type CERM/CLAY TILE  
 Heating Type FCD/AIR DUCTED with 0% NONE  
 Bedrooms 3  
 Full Bathrooms 2  
 Half Bathrooms 0  
 Grade 400  
 Number of Fire PI 0

Code	Description	Sketch Area	Finished Area	Perimeter
CPF	COVERED PARKING FIN	1,200	0	0
FLA	FLOOR LIV AREA	1,056	1,056	0
OUF	OP PRCH FIN UL	444	0	0
<b>TOTAL</b>		<b>2,700</b>	<b>1,056</b>	<b>0</b>

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CONCRETE DOCK	1978	1979	1	1100 SF	4
SEAWALL	1978	1979	1	200 SF	3
RW2	1978	1979	1	244 SF	3
CH LINK FENCE	1995	2005	1	1168 SF	1
CONC DAVITS	1995	2005	1	2 UT	1
TIKI	1995	2005	1	80 SF	2
BOAT LIFT	2016	2017	1	1 UT	4

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
9/1/1986	\$75,000	Warranty Deed		986	2497	Q - Qualified	Improved

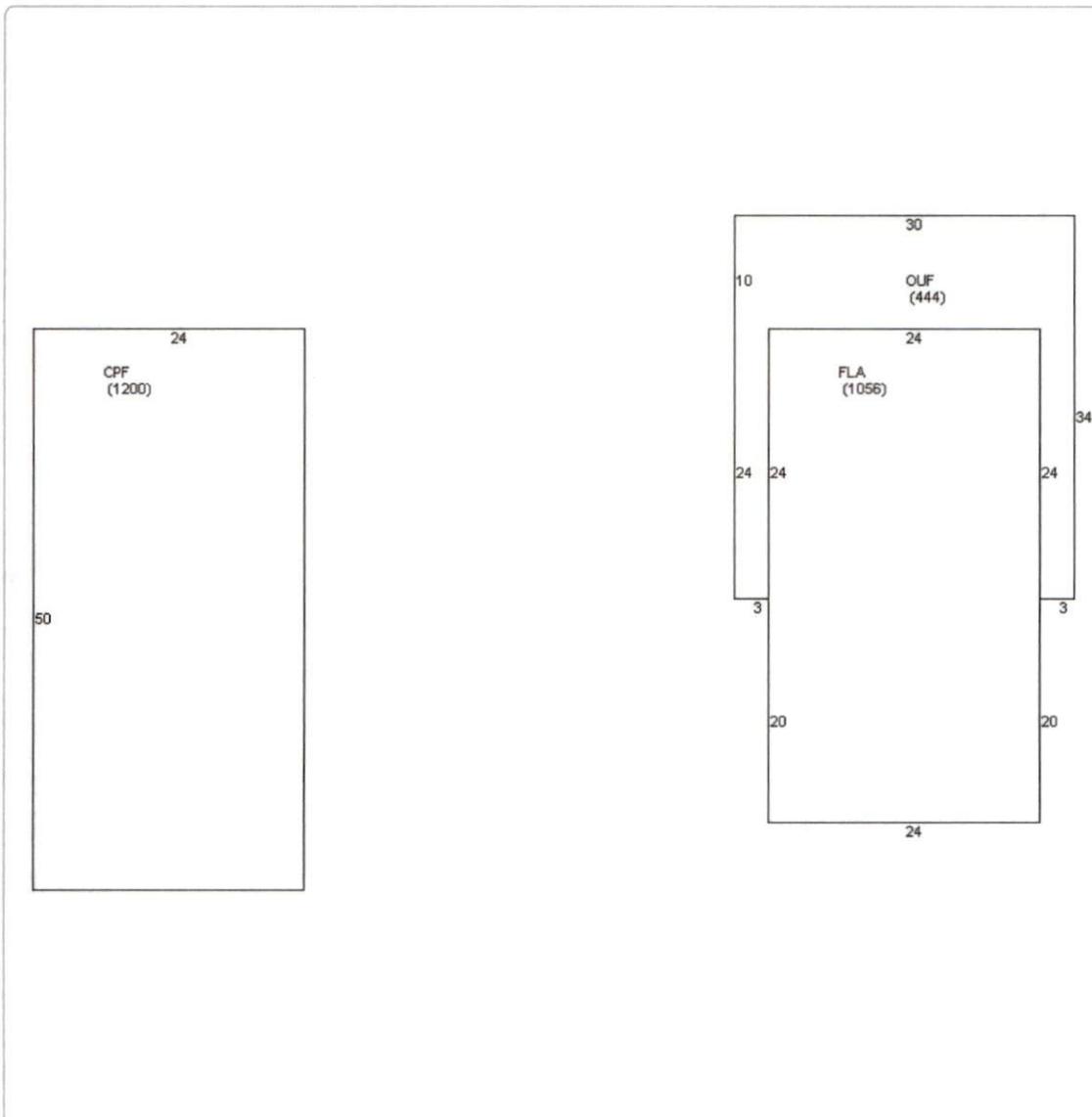
**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
21301735	9/8/2021		\$13,500	Residential	R/R 1809 SQ FT METAL ROOF.
16301428	4/26/2016	7/26/2016	\$9,800	Residential	15,000 LB BOAT LIFT
06303556	6/30/2006	11/28/2007	\$1	Residential	RE-ROOF TO SHINGLES

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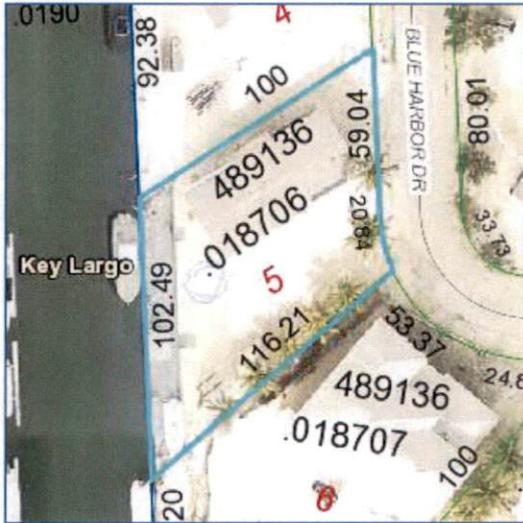
**Sketches (click to enlarge)**



Photos



Map



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**Summary**

Parcel ID	00489136-018707
Account#	1604038
Property ID	1604038
Millage Group	500P
Location Address	139 BLUE HARBOR Dr, TAVERNIER
Neighborhood	1725
Property Class	SINGLE FAMILY RESID (0100)
Subdivision	BLUE WATERS TR VILLAGE SEC 4
Sec/Twp/Rng	26/62/38
Affordable Housing	No



**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$801,948	\$810,215	\$801,948	\$810,215
+ Market Misc Value	\$59,737	\$61,641	\$63,550	\$54,833
+ Market Land Value	\$409,801	\$401,661	\$340,605	\$309,399
= Just Market Value	\$1,271,486	\$1,273,517	\$1,206,103	\$1,174,447
= Total Assessed Value	\$1,033,527	\$1,019,258	\$996,343	\$977,766
- School Exempt Value	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)
= School Taxable Value	\$1,008,527	\$994,258	\$971,343	\$952,766

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
RES WATERFRONT (010W)	8,897.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Buildings**

Building ID	6086	Exterior Walls	C.B.S.
Style	STILT 2 STORY	Year Built	2014
Building Type	S.FR. - R1 / R1	EffectiveYearBuilt	2016
Gross Sq Ft	8813	Foundation	CONC PILINGS
Finished Sq Ft	3731	Roof Type	IRR/CUSTOM
Stories	3 Floor	Roof Coverage	MIN/PAINT CONC
Condition	GOOD	Flooring Type	CERM/CLAY TILE
Perimeter	384	Heating Type	FCD/AIR DUCTED
Functional Obs	0	Bedrooms	3
Economic Obs	0	Full Bathrooms	3
Depreciation %	4	Half Bathrooms	0
Interior Walls	DRYWALL	Grade	650
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area	Perimeter
CPX	CARPORT LATTIC	1,894	0	0
OPX	EXC OPEN PORCH	756	0	0
FLA	FLOOR LIV AREA	3,731	3,731	0
LLF	LOW LEV FIN	288	0	0
OUF	OP PRCH FIN UL	2,144	0	0
<b>TOTAL</b>		<b>8,813</b>	<b>3,731</b>	<b>0</b>

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
SEAWALL	1978	1979	1	50 SF	2
CONCRETE DOCK	1986	2005	1	760 SF	4
RES POOL GNIT	2013	2014	1	220 SF	5
CUSTOM PATIO	2013	2014	1	450 SF	4
BRICK PATIO	2014	2015	1	730 SF	3

**Exemptions**

Exemption	Amount
01 25000 HOMESTEAD 196.031(a)	\$25,000.00
02 ADDL HOMESTEAD 196.031(b)	\$25,000.00

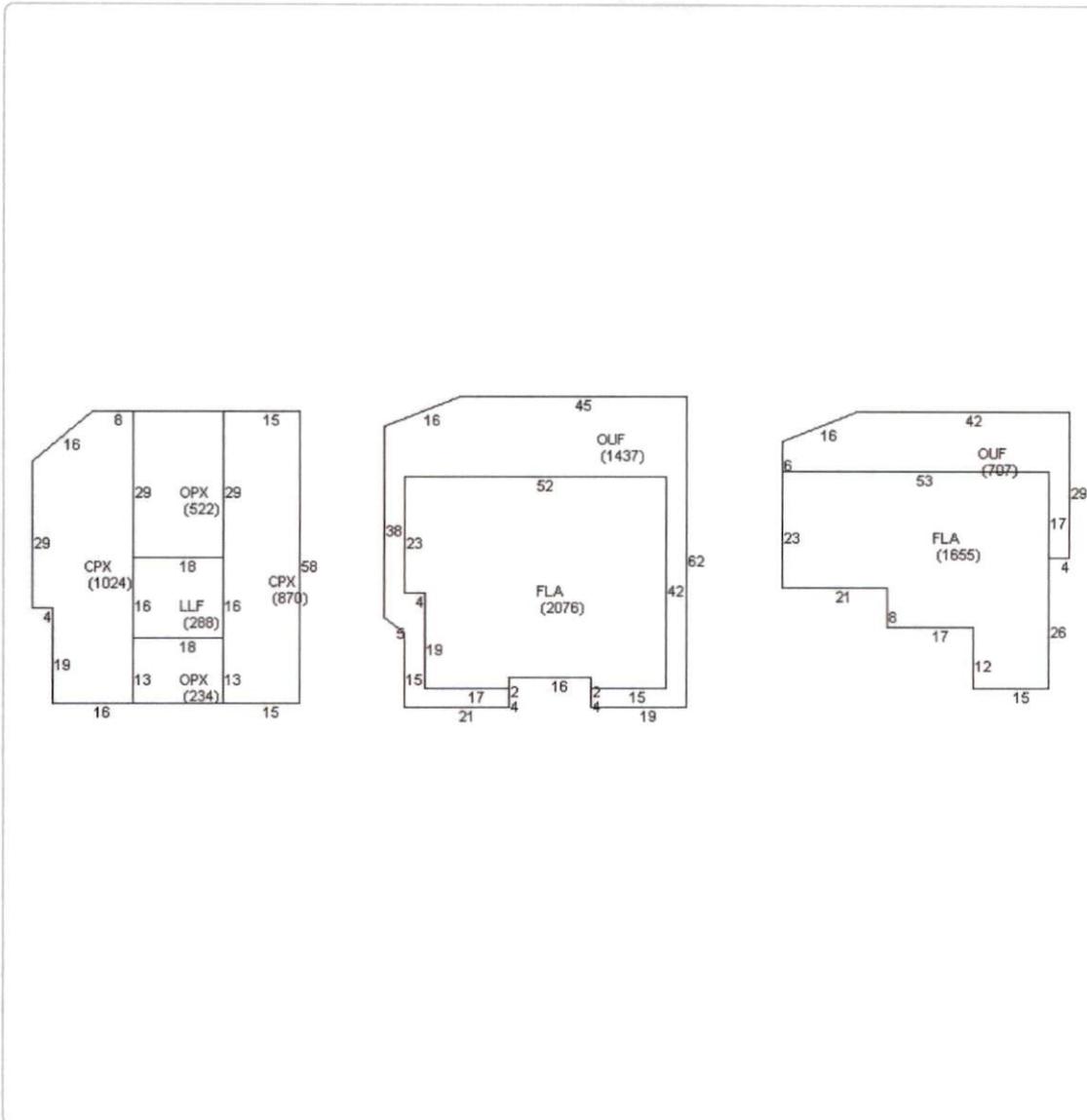
**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
7/6/2004	\$475,000	Warranty Deed				Q - Qualified	Improved
5/1/1978	\$22,500	Conversion Code				Q - Qualified	Vacant

**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
14302278	6/9/2014	6/19/2014	\$8,900	Residential	ALUMINUM FENCE/GATE
14302238	6/3/2014	6/10/2014	\$900	Residential	CHAIN LINK FENCE
14300062	4/22/2014	6/6/2014	\$2,800	Residential	10,000 LB ELEVATOR BOAT LIFT
13302745	1/15/2014	1/29/2014	\$4,000	Residential	SANDSET PAVERS
12304977	1/29/2013	8/7/2013	\$25,000	Residential	POOL & SPA
12302386	6/14/2012	8/6/2013	\$3,500	Residential	CONCRETE SLAB 10 SQ FT
06300629	5/19/2006	12/10/2013	\$450,000	Residential	REPLACE MH/ W/SFR
06300628	3/31/2006	7/7/2006	\$1	Residential	DEMO OF MH, SHED, GAZEBO, WOOD PORCHES
0034390	10/11/2000	11/17/2000	\$1	Residential	FENCE

**Sketches (click to enlarge)**



Photos



Map



No data available for the following modules: Owner, Commercial Buildings, Mobile Home Buildings, View Tax Info, TRIM Notice.

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**Summary**

Parcel ID 00489136-018708  
 Account# 1604046  
 Property ID 1604046  
 Millage Group 500P  
 Location 143 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 7 BLUE HARBOR CLUB INC A CONDOMINIUM & AN UNDIVIDED INTEREST IN  
 Description COMMON ELEMENTS OR751-1918/19 OR768-1304 OR807-2464/65 OR813-497 OR820-2400  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property SINGLE FAMILY RESID (0100)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

RIVIAN CORPORATION  
 2597 SW 87th Ave  
 Miami FL 33165

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$220,966	\$226,781	\$194,799	\$197,707
+ Market Misc Value	\$120,696	\$124,559	\$128,443	\$87,547
+ Market Land Value	\$386,610	\$378,930	\$321,330	\$291,890
= Just Market Value	\$728,272	\$730,270	\$644,572	\$577,144
= Total Assessed Value	\$728,272	\$698,344	\$634,858	\$577,144
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$728,272	\$730,270	\$644,572	\$577,144

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
RES WATERFRONT (010W)	8,000.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Buildings**

Building ID 27723  
 Style STILT 1 STORY  
 Building Type S.F.R. - R1 / R1  
 Gross Sq Ft 4260  
 Finished Sq Ft 1650  
 Stories 2 Floor  
 Condition AVERAGE  
 Perimeter 170  
 Functional Obs 0  
 Economic Obs 0  
 Depreciation % 26  
 Interior Walls DRYWALL  
 Exterior Walls C.B.S.  
 Year Built 1993  
 EffectiveYearBuilt 2003  
 Foundation CONC PILINGS  
 Roof Type IRR/CUSTOM  
 Roof Coverage METAL  
 Flooring Type VINYL/LAMINATE  
 Heating Type FCD/AIR DUCTED with 0% NONE  
 Bedrooms 3  
 Full Bathrooms 2  
 Half Bathrooms 0  
 Grade 500  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
CPF	COVERED PARKING FIN	1,920	0	0
FLA	FLOOR LIV AREA	1,650	1,650	0
PUF	SC PRCH FIN UL	410	0	0
SBF	UTIL FIN BLK	280	0	0
<b>TOTAL</b>		<b>4,260</b>	<b>1,650</b>	<b>0</b>

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	1992	1993	1	450 SF	3
CONCRETE DOCK	1992	2004	1	3060 SF	4
SEAWALL	1992	2004	1	360 SF	1

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
10/1/1980	\$45,000	Warranty Deed		820	2400	Q - Qualified	Vacant
5/1/1980	\$29,000	Warranty Deed		813	497	Q - Qualified	Vacant
7/1/1978	\$19,300	Conversion Code		768	1304	Q - Qualified	Vacant

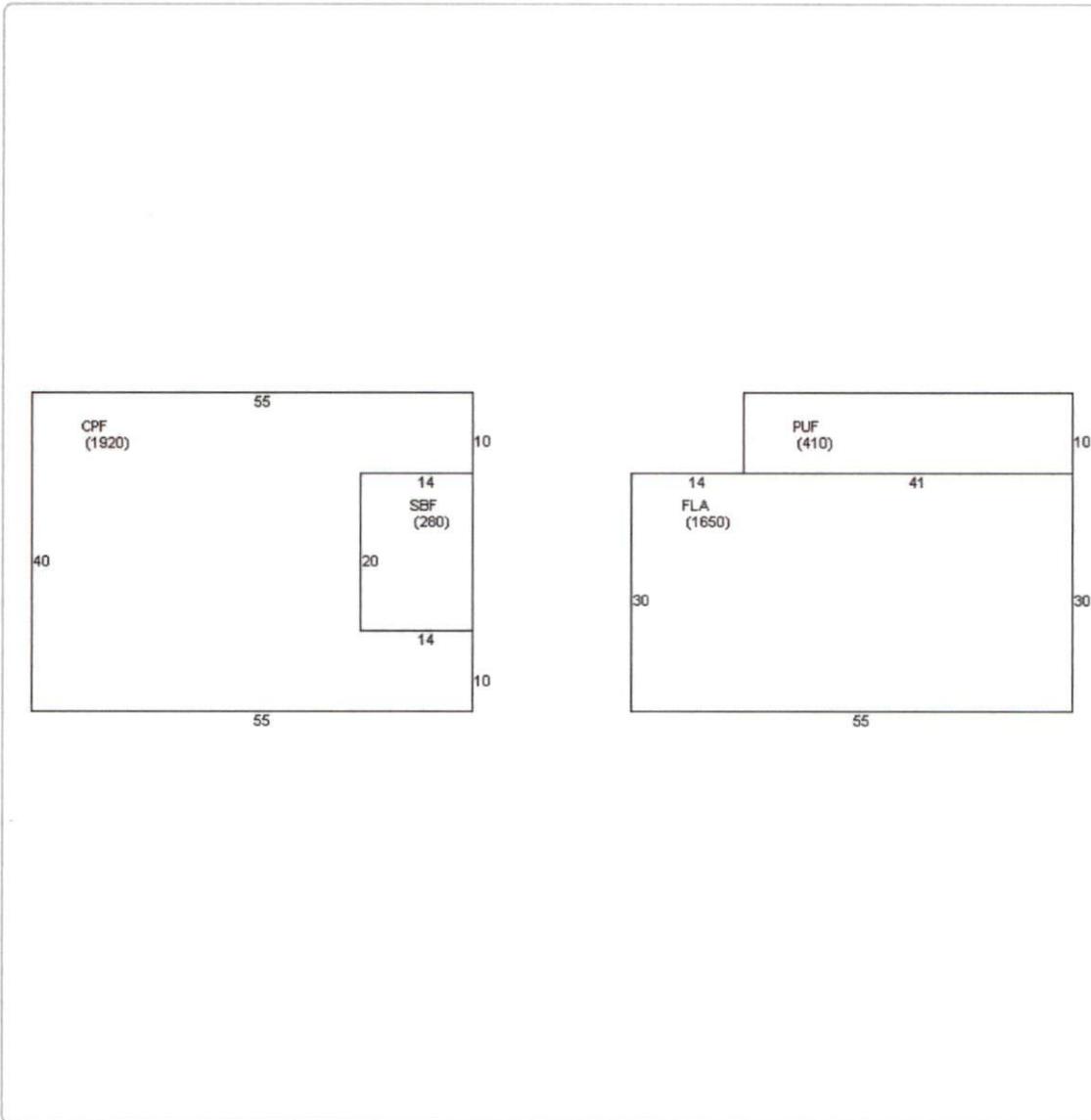
**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
07303257	8/1/2007	12/30/2007	\$1	Residential	METAL ROOF
9133180	5/1/1991	7/1/1993	\$1	Residential	SFR

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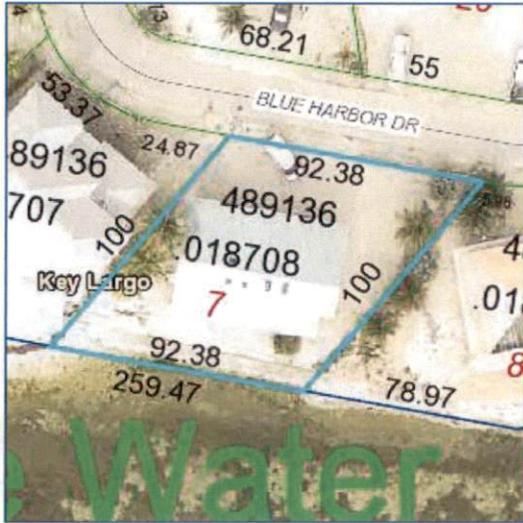
**Sketches (click to enlarge)**



**Photos**



Map



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2021 Notices Only

No data available for the following modules: Commercial Buildings, Mobile Home Buildings, Exemptions.

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**Summary**

Parcel ID 00489136-018709  
 Account# 1604054  
 Property ID 1604054  
 Millage Group 500P  
 Location 147 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 8 BLUE HARBOR CLUB INC A CONDOMINIUM & AN UNDIVIDED INTEREST IN  
 Description COMMON ELEMENTS OR751-1918/19 OR764-1593 OR787-1680 OR793-1388  
 OR794-1533 OR807-2464/65 OR959-2500 OR1190-2460/C OR1190-2461  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property VACANT RES (0000)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

HONES FRANCIS J  
 2611 8th Ave NE  
 Naples FL 34120

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$0	\$0	\$0	\$53,655
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$292,645	\$286,908	\$166,428	\$327,068
= Just Market Value	\$292,645	\$286,908	\$166,428	\$380,723
= Total Assessed Value	\$290,924	\$286,908	\$166,428	\$380,723
- School Exempt Value	(\$290,924)	(\$286,908)	(\$166,428)	(\$380,723)
= School Taxable Value	\$0	\$0	\$0	\$0

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
PERMITTED SFR WATER (01WP)	9,724.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Exemptions**

Exemption ↕	Amount ↕
05-L TOTAL EXEMPT VETS 196.081	\$100.00

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
11/1/1991	\$131,000	Warranty Deed		1190	2461	Q - Qualified	Improved
12/1/1985	\$37,500	Warranty Deed		959	2500	Q - Qualified	Vacant
4/1/1979	\$25,000	Conversion Code		794	1533	Q - Qualified	Vacant

### Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
18302038	5/22/2019		\$375,000	Residential	REPLACEMENT SFR W/STORAGE ONLY ENCLOSURE
18301619	7/20/2018	5/16/2019	\$4,500	Residential	DEMO 1,560 SF MOBILE HOME
05303887	7/25/2005	7/26/2005	\$600	Residential	CHAIN LINK FENCE REPLACEMENT 95 X 4.
00310841	4/25/2000	5/3/2000	\$3,521	Residential	REMOVE AND REPLACE SHINGLE ROOF
90300090	2/1/1990	6/1/1990	\$0	Residential	REVISE ORIGINAL MH FROM 784 SQ FT SINGLE WIDE TO 1140 SQ FT DOUBLE WIDE
90300445	2/1/1990	6/6/1990	\$1,900	Residential	710 SQ FT MOBILE HOME

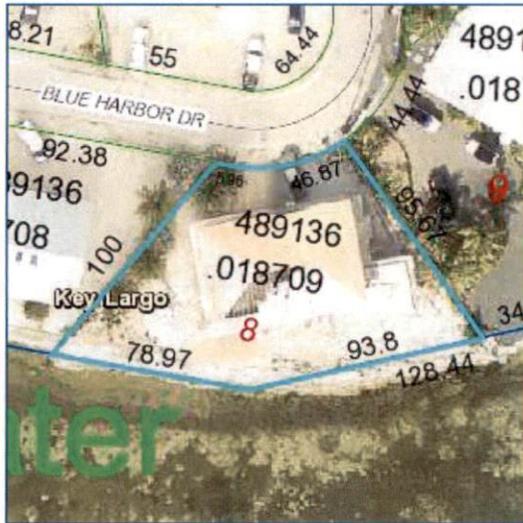
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### Photos



### Map



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#### 2021 Notices Only

No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Yard Items, Sketches (click to enlarge).

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**Summary**

Parcel ID 00489136-018710  
 Account# 1604062  
 Property ID 1604062  
 Millage Group 500P  
 Location 151 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 9 BLUE HARBOR CLUB INC A CONDOMINIUM OR751-1918/19 OR768-880  
 Description OR807-2464/65 OR893-1579 OR933-1084 OR934-1074 OR2925-1787 OR3004-819 OR3004-0817  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

[LANE MARTIN G JR REVOCABLE TRUST 12/11/2017](#)  
 6050 Lyters Ln  
 Harrisburg PA 17111

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$56,590	\$56,590	\$76,279	\$80,926
+ Market Misc Value	\$12,000	\$12,022	\$12,181	\$11,251
+ Market Land Value	\$382,830	\$395,537	\$398,713	\$362,182
= Just Market Value	\$451,420	\$464,149	\$487,173	\$454,359
= Total Assessed Value	\$451,420	\$464,149	\$487,173	\$454,359
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$451,420	\$464,149	\$487,173	\$454,359

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MOBILE HOME WAT VIEW (020V)	11,345.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style MANUFACTURED HOME  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 1710  
 Stories 1 Floor  
 Condition GOOD  
 Interior Walls DRYWALL  
 Exterior Walls WD FR STUCCO  
 Year Built 1985  
 Effective Year Built 1995  
 Foundation CONC BLOCK  
 Roof Type GABLE/HIP  
 Roof Coverage METAL  
 Flooring Type CERM/CLAY TILE  
 Heating Type FCD/AIR DUCTED with 0% NONE  
 Bedrooms 2  
 Full Bathrooms 2  
 Half Bathrooms 0  
 Grade 450  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
OPX	EXC OPEN PORCH	300	0	86
FLA	FLOOR LIV AREA	1,710	1,710	238
TOTAL		2,010	1,710	324

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
SEAWALL	1984	1985	1	400 SF	1
WOOD DECK	1984	1985	1	592 SF	2
WOOD DECK	1984	1985	1	96 SF	1
FENCES	1989	1990	1	160 SF	4
WROUGHT IRON	1989	2004	1	80 SF	4
TIKI	2021	2022	1	288 SF	5

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
1/7/2020	\$550,000	Warranty Deed	2252485	3004	0817	01 - Qualified	Improved
1/7/2019	\$0	Death Certificate	2252486	3004	819	88 - Unqualified	Improved
8/30/2018	\$100	Quit Claim Deed	2185530	2925	1787	14 - Unqualified	Improved
2/1/1985	\$50,000	Warranty Deed		933	1084	U - Unqualified	Vacant
8/1/1978	\$21,000	Conversion Code		768	880	Q - Qualified	Vacant

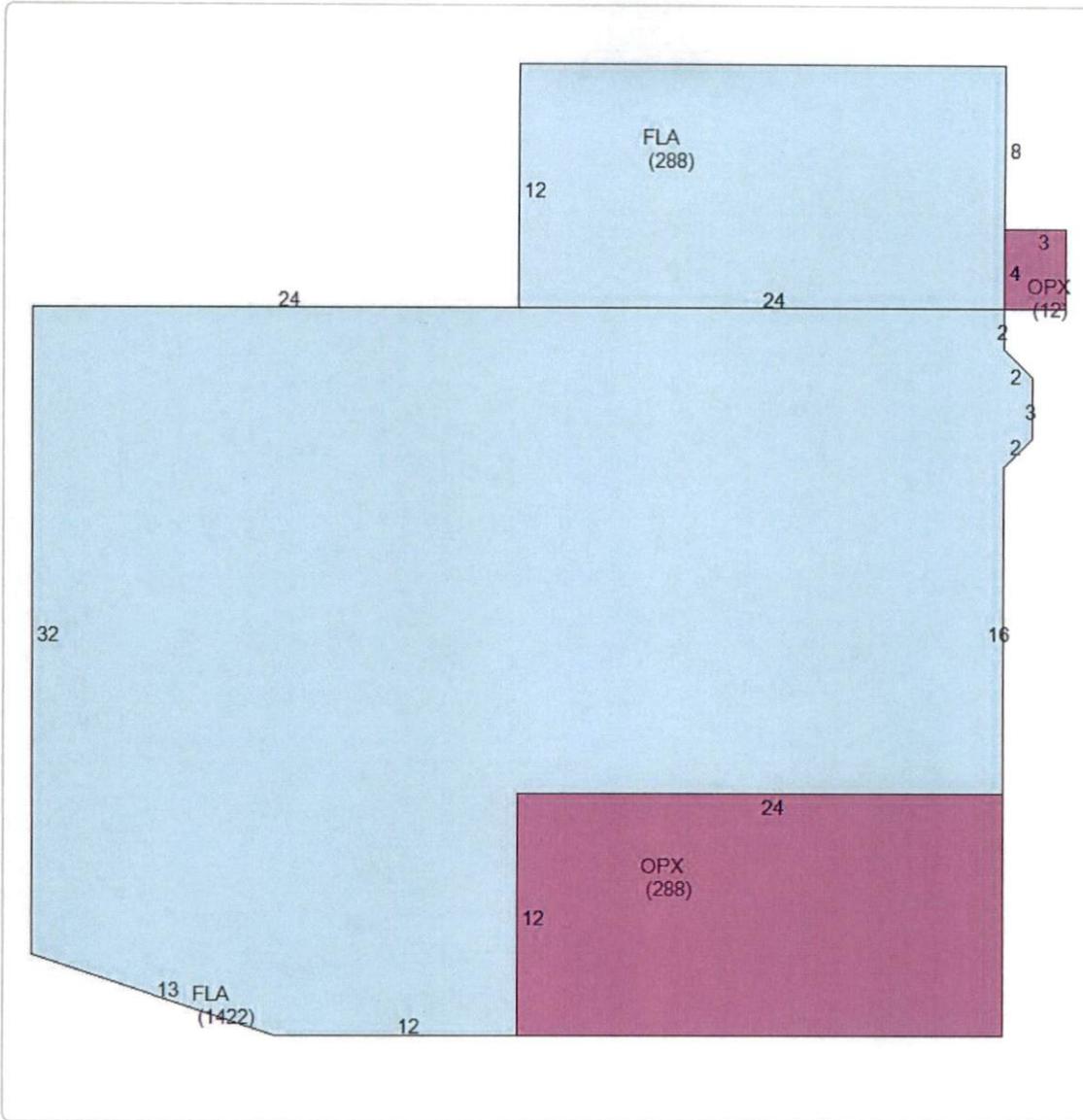
**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
21300620	5/17/2021	8/31/2021	\$2,100	Residential	CONSTRUCT 288 SQ FT CHICKEE HUT

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**Sketches (click to enlarge)**



Photos



Map



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**Summary**

Parcel ID 00489136-018711  
 Account# 1604071  
 Property ID 1604071  
 Millage Group 500P  
 Location 155 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 10 BLUE HARBOR CLUB INC A CONDOMINIUM & AN UNDIVIDED INTEREST IN  
 Description COMMON ELEMENTS OR751-1918/19 OR759-1638 OR807-2464/65 OR826-1202  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

MONTANTI JOHN C  
 17210 SW 68th Ct  
 Southwest Ranches FL 33331

MONTANTI ANGELA  
 17210 SW 68th Ct  
 Southwest Ranches FL 33331

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$52,460	\$52,460	\$54,416	\$56,372
+ Market Misc Value	\$987	\$987	\$987	\$987
+ Market Land Value	\$299,600	\$309,543	\$312,029	\$283,441
= Just Market Value	\$353,047	\$362,990	\$367,432	\$340,800
= Total Assessed Value	\$353,047	\$362,990	\$367,432	\$340,800
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$353,047	\$362,990	\$367,432	\$340,800

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MOBILE HOME WAT VIEW (020V)	7,533.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style MANUFACTURED HOME  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 1044  
 Stories 2 Floor  
 Condition AVERAGE  
 Interior Walls DRYWALL  
 Exterior Walls VINYL SIDING  
 Year Built 1972  
 Effective Year Built 1995  
 Foundation CONC BLOCK  
 Roof Type FLAT OR SHED  
 Roof Coverage METAL  
 Flooring Type TERRAZZO  
 Heating Type NONE with 0% NONE  
 Bedrooms 2  
 Full Bathrooms 1  
 Half Bathrooms 0  
 Grade 400  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
EUF	ELEV UNFIN FD	864	0	0
OPX	EXC OPEN PORCH	48	0	0
FLA	FLOOR LIV AREA	1,044	1,044	0
OPF	OP PRCH FIN LL	652	0	0
TOTAL		2,608	1,044	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
WOOD DECK	1978	1979	1	150 SF	2

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
2/1/1981	\$52,500	Warranty Deed		826	1202	U - Unqualified	Vacant
3/1/1978	\$10,000	Conversion Code		759	1638	Q - Qualified	Vacant

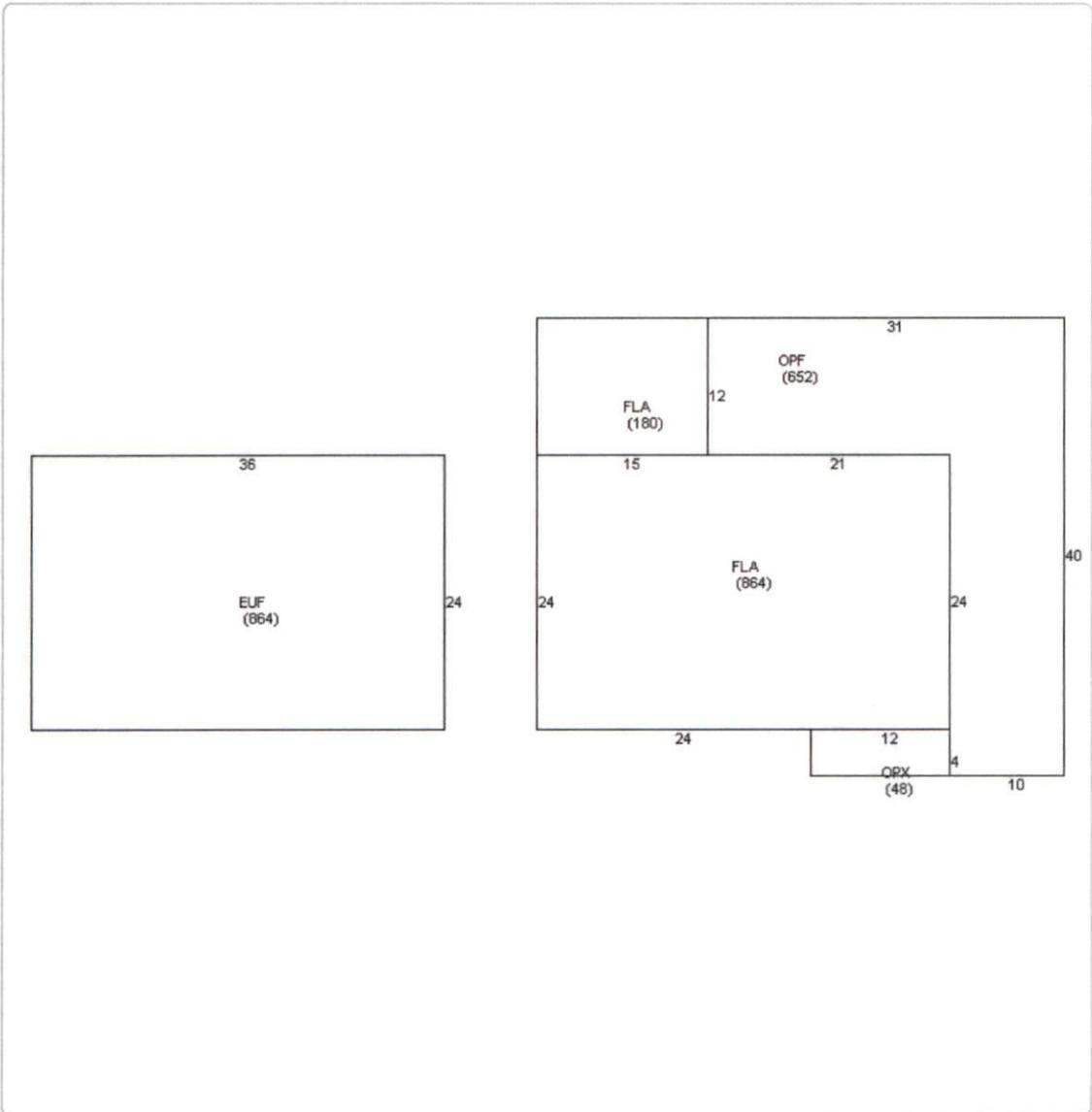
**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
0031420	3/27/2000	10/28/2010	\$1	Residential	REPAIR RIPRAP

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**Sketches (click to enlarge)**



**Photos**



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**Summary**

Parcel ID 00489136-018712  
 Account# 1604089  
 Property ID 1604089  
 Millage Group 500P  
 Location 159 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 11 BLUE HARBOR CLUB INC A CONDOMINIUM OR751-1918/19 OR807-  
 Description 2464/65 OR893-1072 OR1182-1196/98 OR3062-351 OR3062-1186  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property SINGLE FAMILY RESID (0100)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

PEREZ ALDO  
 14041 Lake Saranac Ave  
 Miami Lakes FL 33014

PEREZ MARIA ISABEL  
 14041 Lake Saranac Ave  
 Miami Lakes FL 33014

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$304,183	\$307,490	\$310,796	\$314,102
+ Market Misc Value	\$1,332	\$1,364	\$1,398	\$1,432
+ Market Land Value	\$167,730	\$161,330	\$177,970	\$144,690
= Just Market Value	\$473,245	\$470,184	\$490,164	\$460,224
= Total Assessed Value	\$473,245	\$470,184	\$485,526	\$441,387
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$473,245	\$470,184	\$490,164	\$460,224

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY (010D)	8,000.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Buildings**

Building ID 4967  
 Style STILT 1 STORY  
 Building Type S.F.R. - R1 / R1  
 Gross Sq Ft 5704  
 Finished Sq Ft 1560  
 Stories 1 Floor  
 Condition EXCELLENT  
 Perimeter 170  
 Functional Obs 0  
 Economic Obs 0  
 Depreciation % 10  
 Interior Walls

Exterior Walls C.B.S.  
 Year Built 2011  
 Effective Year Built 2011  
 Foundation CONC PILINGS  
 Roof Type REINFORC CONC  
 Roof Coverage MIN/PAINT CONC  
 Flooring Type  
 Heating Type  
 Bedrooms 3  
 Full Bathrooms 1  
 Half Bathrooms 2  
 Grade 550  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
CAT	CATWALK UPPER	87	0	0
CPF	COVERED PARKING FIN	1,565	0	0
CPU	COVERED PARKING UNFIN	520	0	0
OPX	EXC OPEN PORCH	854	0	0
FLA	FLOOR LIV AREA	1,560	1,560	0

OOU	OP PR UNFIN UL	223	0	0
OPF	OP PRCH FIN LL	495	0	0
SBF	UTIL FIN BLK	400	0	0
TOTAL		5,704	1,560	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CONC PATIO	2011	2012	1	28 SF	5
CONC PATIO	2011	2012	1	28 SF	5

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
11/18/2020	\$312,700	Quit Claim Deed	2294944	3062	1186	16 - Unqualified	Improved
11/18/2020	\$100	Quit Claim Deed	2294584	3062	351	11 - Unqualified	Improved
8/1/1991	\$32,000	Warranty Deed		1182	1196	Q - Qualified	Vacant
6/1/1983	\$10,500	Warranty Deed		893	1072	Q - Qualified	Vacant

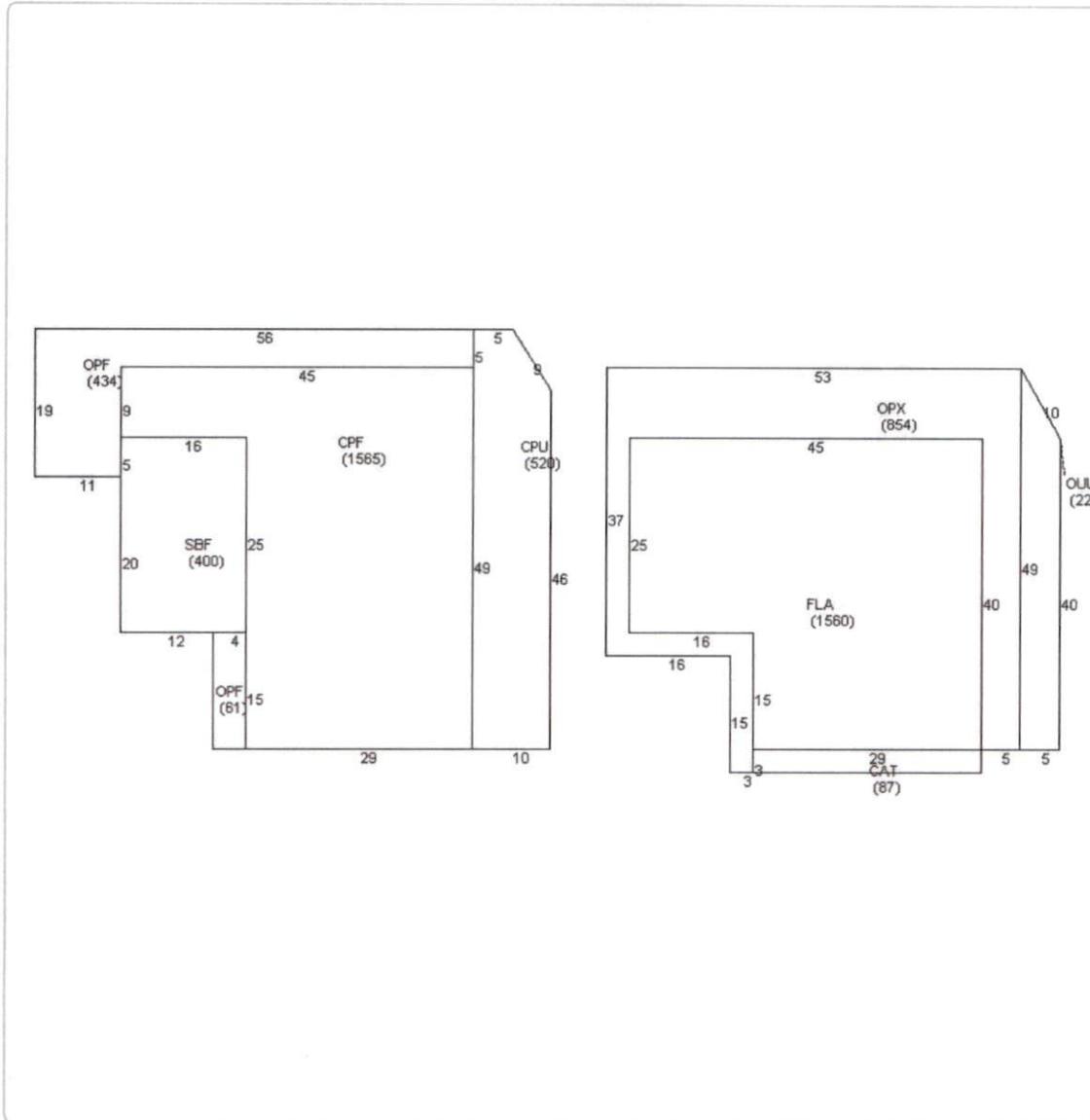
**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
03305074	11/20/2009	11/15/2011	\$1		SFR

**View Tax Info**

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**Sketches (click to enlarge)**



Photos



Map



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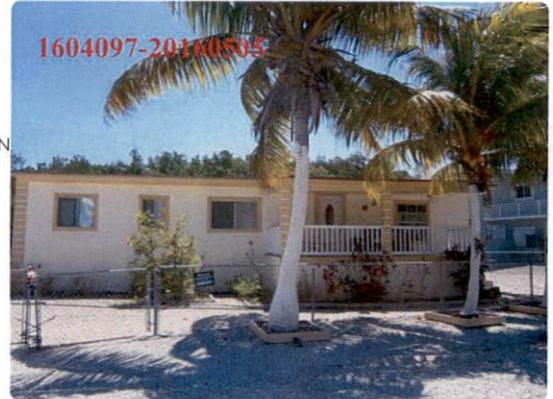
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**Summary**

Parcel ID 00489136-018713  
 Account# 1604097  
 Property ID 1604097  
 Millage Group 500P  
 Location 163 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 12 BLUE HARBOR CLUB INC A CONDOMINIUM & AN UNDIVIDED INTEREST IN  
 Description COMMON ELEMENTS OR751-1918/19 OR764-1678 OR807-2464/65 OR820-1624 OR1292-566 OR1688-49/50  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

MARTINEZ NOEL  
 163 Blue Harbor Dr  
 Tavernier FL 33070

OROZCO INGRID  
 163 Blue Harbor Dr  
 Tavernier FL 33070

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$72,083	\$75,614	\$77,380	\$62,240
+ Market Misc Value	\$1,442	\$1,442	\$1,442	\$1,442
+ Market Land Value	\$167,730	\$161,330	\$177,970	\$144,690
= Just Market Value	\$241,255	\$238,386	\$256,792	\$208,372
= Total Assessed Value	\$185,981	\$169,074	\$153,704	\$139,731
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$241,255	\$238,386	\$256,792	\$208,372

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MOB HOME DRY (020D)	8,000.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style MANUFACTURED HOME  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 1334  
 Stories 1 Floor  
 Condition AVERAGE  
 Interior Walls DRYWALL  
 Exterior Walls C.B.S.  
 Year Built 1981  
 Effective Year Built 2005  
 Foundation CONC BLOCK

Roof Type FLAT OR SHED  
 Roof Coverage METAL  
 Flooring Type CERM/CLAY TILE  
 Heating Type FCD/AIR DUCTED with 0% NONE  
 Bedrooms 2  
 Full Bathrooms 1  
 Half Bathrooms 0  
 Grade 400  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
EUF	ELEV UNFIN FD	1,534	0	0
OPX	EXC OPEN PORCH	200	0	0
FLA	FLOOR LIV AREA	1,334	1,334	0
TOTAL		3,068	1,334	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	1980	1981	1	1200 SF	1
UTILITY BLDG	1980	1981	1	48 SF	2

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
4/28/2001	\$129,000	Warranty Deed		1688	0049	Q - Qualified	Improved
1/1/1994	\$65,000	Warranty Deed		1292	0566	Q - Qualified	Improved
10/1/1980	\$17,000	Warranty Deed		820	1624	Q - Qualified	Vacant
6/1/1978	\$10,500	Conversion Code		764	1678	Q - Qualified	Vacant

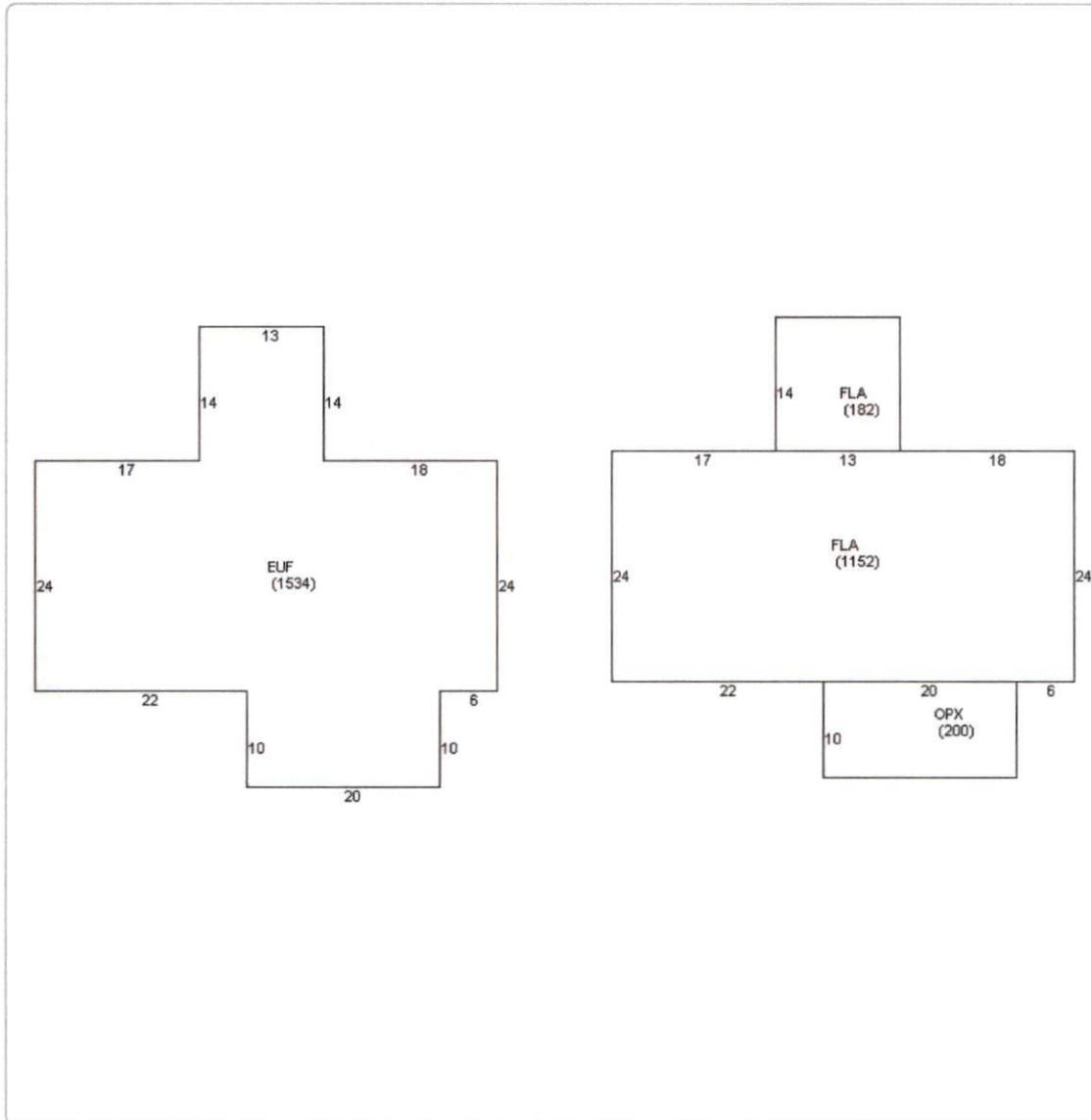
**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
304183	9/22/2000	1/1/2001	\$1		REPLACE A/C

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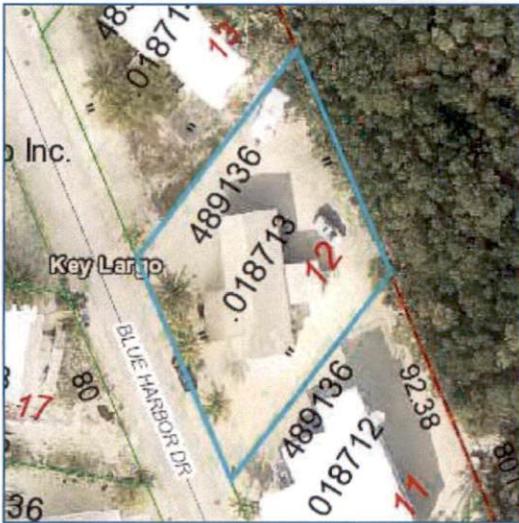
**Sketches (click to enlarge)**



**Photos**



Map



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**Summary**

Parcel ID 00489136-018714  
 Account# 1604101  
 Property ID 1604101  
 Millage Group 500P  
 Location 167 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 13 BLUE HARBOR CLUB INC A CONDOMINIUM OR751-1918/19 OR807-  
 Description 2464/65 OR823-1000 OR892-2225/26 OR2352-9  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

MAMONE BRUNO  
 2780 E 8th Ave  
 Hialeah FL 33013

MAMONE ANGELA  
 2780 E 8th Ave  
 Hialeah FL 33013

MAMONE ANA MARIA  
 1335 15th St  
 Apt 6  
 Miami Beach FL 33139

MORERA TERESA  
 8827 NW 168th Ln  
 Hialeah FL 33018

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$38,272	\$38,272	\$39,699	\$31,635
+ Market Misc Value	\$4,435	\$4,482	\$4,529	\$4,577
+ Market Land Value	\$167,730	\$161,330	\$177,970	\$144,690
= Just Market Value	\$210,437	\$204,084	\$222,198	\$180,902
= Total Assessed Value	\$173,853	\$158,048	\$143,680	\$130,618
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$210,437	\$204,084	\$222,198	\$180,902

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MOB HOME DRY (020D)	8,000.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style MANUFACTURED HOME  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 1344  
 Stories 1 Floor  
 Condition AVERAGE  
 Interior Walls DRYWALL  
 Exterior Walls CONC BLOCK  
 Year Built 1974  
 Effective Year Built 1995  
 Foundation CONC BLOCK  
 Roof Type FLAT OR SHED  
 Roof Coverage MIN/PAINT CONC  
 Flooring Type SFT/HD WD  
 Heating Type NONE with 0% NONE  
 Bedrooms 2  
 Full Bathrooms 2  
 Half Bathrooms 0  
 Grade 400  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
CPU	COVERED PARKING UNFIN	319	0	0
EUF	ELEV UNFIN FD	1,616	0	0
FLA	FLOOR LIV AREA	1,344	1,344	0
OPF	OP PRCH FIN LL	128	0	0

PTO	PATIO	339	0	0
SBF	UTIL FIN BLK	144	0	0
TOTAL		3,890	1,344	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CONC PATIO	1979	1980	1	158 SF	1
WROUGHT IRON	1979	1980	1	264 SF	4
CH LINK FENCE	1980	2011	1	450 SF	1
UTILITY BLDG	2010	2016	1	120 SF	2

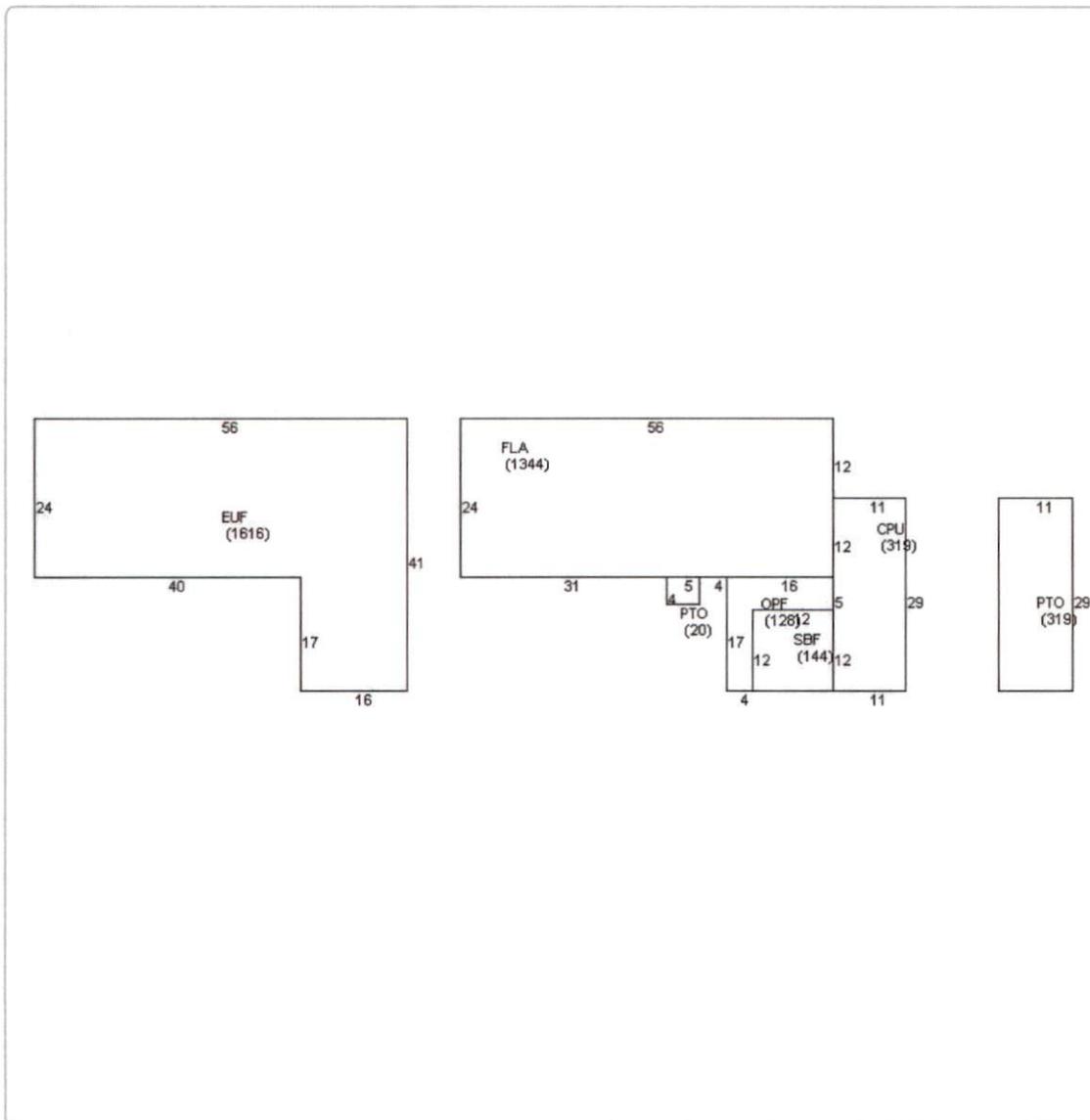
**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
9/1/1983	\$24,000	Warranty Deed		892	2225	Q - Qualified	Improved
3/1/1980	\$12,000	Warranty Deed		823	1000	Q - Qualified	Vacant

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**Photos**



Map



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**Summary**

Parcel ID 00489136-018715  
 Account# 1604119  
 Property ID 1604119  
 Millage Group 500P  
 Location 171 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 14 BLUE HARBOR CLUB INC A CONDOMINIUM OR751-1918/19 OR807-2464/65 OR813-306CONT OR813-307AGR OR961-222A OR961-223 OR1132-838 OR1333-2239 OR1341-464C OR1615-217C/T OR1644-1833 OR2058-843 OR2669-1332/33 OR2805-2041/41A-C/T OR2838-230/32  
 Description  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

[ELK INVESTMENTS OF MIAMI LLC](#)  
 10250 SW 68th St  
 Miami FL 33173

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$35,508	\$35,508	\$36,832	\$29,351
+ Market Misc Value	\$710	\$710	\$710	\$710
+ Market Land Value	\$167,730	\$161,330	\$177,970	\$144,690
= Just Market Value	\$203,948	\$197,548	\$215,512	\$174,751
= Total Assessed Value	\$203,948	\$197,548	\$192,226	\$174,751
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$203,948	\$197,548	\$215,512	\$174,751

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MOB HOME DRY (020D)	8,000.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style MANUFACTURED HOME  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 1400  
 Stories 1 Floor  
 Condition AVERAGE  
 Interior Walls DRYWALL  
 Exterior Walls VINYL SIDING  
 Year Built 1985  
 Effective Year Built 1995  
 Foundation CONC BLOCK  
 Roof Type GABLE/HIP  
 Roof Coverage ASPHALT SHINGL  
 Flooring Type CERM/CLAY TILE  
 Heating Type FCD/AIR DUCTED with 0% NONE  
 Bedrooms 3  
 Full Bathrooms 2  
 Half Bathrooms 0  
 Grade 400  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,400	1,400	160
OPF	OP PRCH FIN LL	56	0	36
TOTAL		1,456	1,400	196

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	2000	2005	1	800 SF	1

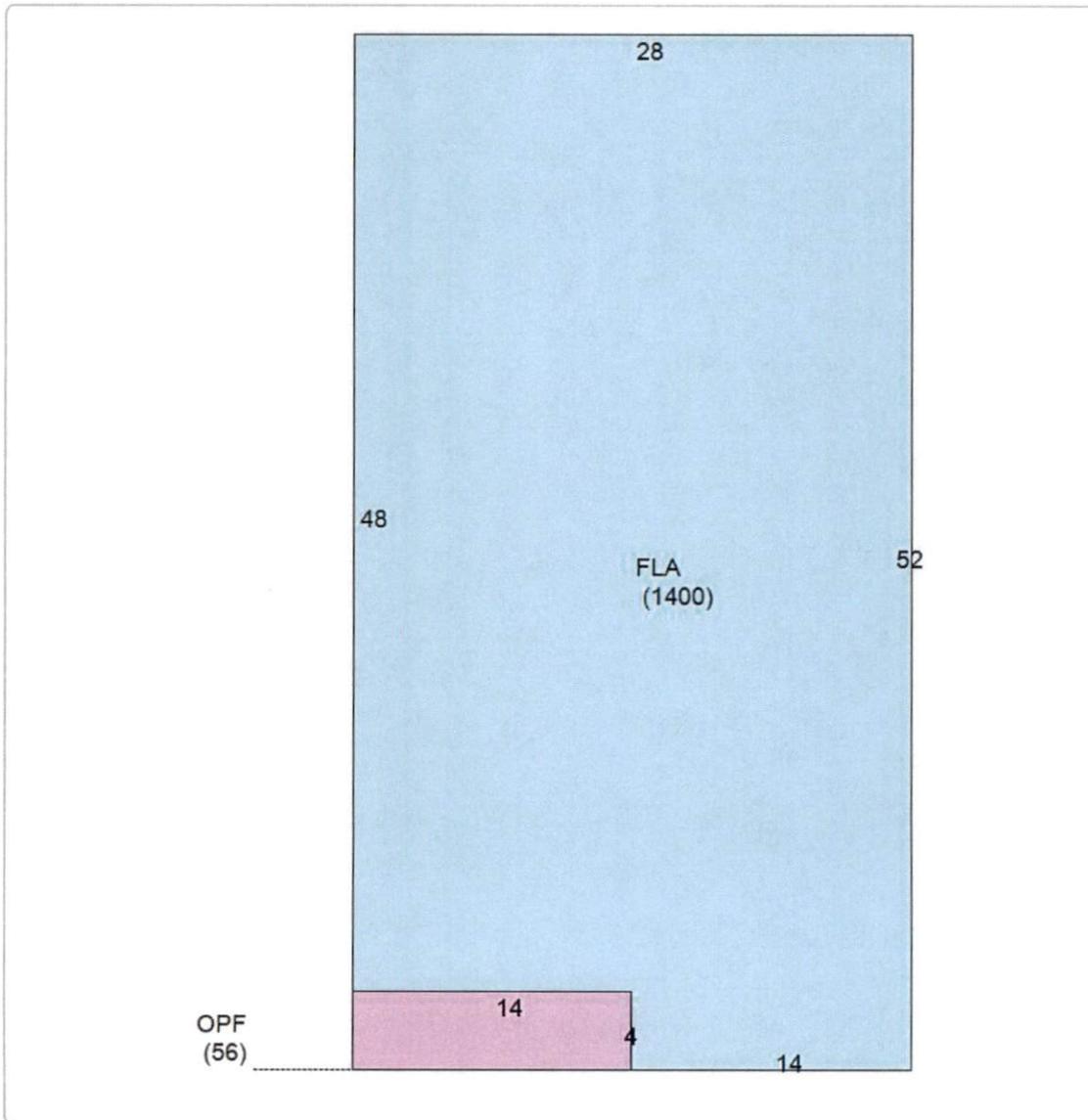
**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
1/31/2017	\$176,500	Warranty Deed	2109459	2838	230	12 - Unqualified	Improved
7/13/2016	\$100	Certificate of Title		2805	2041	12 - Unqualified	Improved
11/5/2004	\$265,000	Warranty Deed		2058	843	Q - Qualified	Improved
6/27/2000	\$87,500	Warranty Deed		1644	1833	B - Unqualified	Improved
1/27/2000	\$73,200	Certificate of Title		1615	217	T - Unqualified	Improved
12/1/1994	\$89,500	Warranty Deed		1333	2239	Q - Qualified	Improved
5/1/1990	\$70,000	Warranty Deed		1132	838	Q - Qualified	Improved
11/1/1985	\$23,000	Warranty Deed		961	223	Q - Qualified	Improved
6/1/1980	\$13,000	Agreement for Deed		813	306	Q - Qualified	Vacant
6/1/1978	\$10,500	Agreement for Deed		813	307	Q - Qualified	Vacant

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**Sketches (click to enlarge)**



**Photos**



Map



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**Summary**

Parcel ID 00489136-018716  
 Account# 1604127  
 Property ID 1604127  
 Millage Group 500P  
 Location 175 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 15 BLUE HARBOR CLUB INC A CONDOMINIUM & AN UNDIVIDED INTEREST IN  
 Description COMMON ELEMENTS OR751-1918/19 OR807-2464/65 OR860-1524/25AG OR890-1258 OR1179-2221/26AFF OR1180-125/26 OR1911-2401  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

MORELL MANUEL 448 NW 132nd Pl Miami FL 33182  
 MORELL MARIA 448 NW 132nd Pl Miami FL 33182

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$21,634	\$21,634	\$22,625	\$17,404
+ Market Misc Value	\$2,088	\$2,088	\$2,088	\$2,088
+ Market Land Value	\$180,327	\$173,446	\$191,336	\$155,556
= Just Market Value	\$204,049	\$197,168	\$216,049	\$175,048
= Total Assessed Value	\$171,434	\$155,849	\$141,681	\$128,801
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$204,049	\$197,168	\$216,049	\$175,048

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MOB HOME DRY (020D)	9,024.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style MANUFACTURED HOME  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 864  
 Stories 1 Floor  
 Condition AVERAGE  
 Interior Walls PLYWOOD PANEL  
 Exterior Walls METAL/ALUM  
 Year Built 1978  
 Effective Year Built 1985  
 Foundation CONC BLOCK  
 Roof Type GABLE/HIP  
 Roof Coverage METAL  
 Flooring Type CERM/CLAY TILE  
 Heating Type NONE with 0% NONE  
 Bedrooms 2  
 Full Bathrooms 2  
 Half Bathrooms 0  
 Grade 400  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
EPB	ENCL PORCH BLK	360	0	0
OPX	EXC OPEN PORCH	24	0	0
FLA	FLOOR LIV AREA	864	864	0
TOTAL		1,248	864	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
TRAILER SKIRT	1980	1981	1	360 SF	3
CH LINK FENCE	1984	2004	1	1240 SF	1
UTILITY BLDG	1985	2004	1	28 SF	1
CONC PATIO	1984	2004	1	80 SF	1

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
6/27/2003	\$130,000	Warranty Deed		1911	2401	Q - Qualified	Improved
8/1/1991	\$54,000	Warranty Deed		1180	125	Q - Qualified	Improved

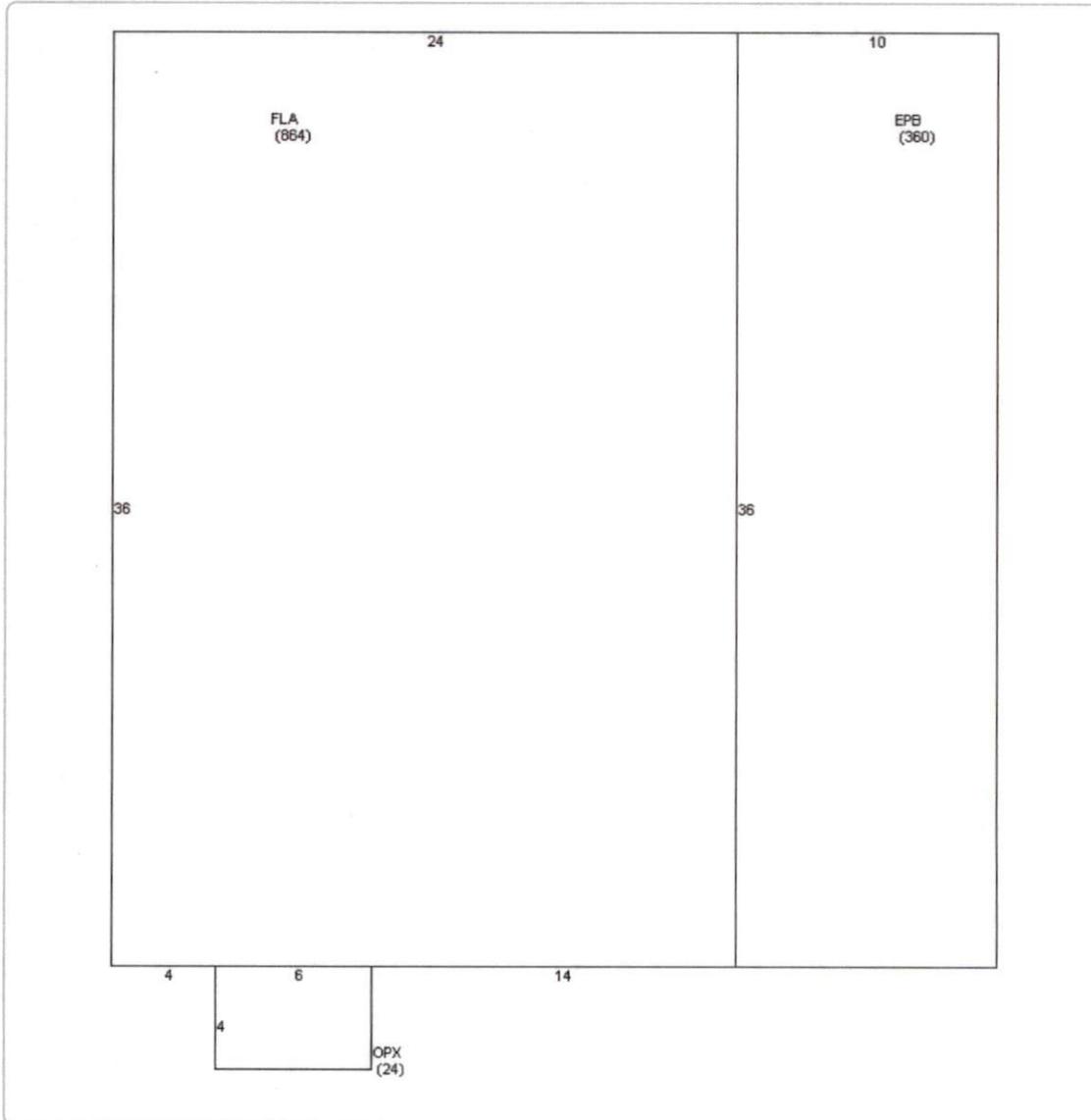
**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
03303629	10/6/2003	10/28/2010	\$1,600	Residential	INTERIOR RENOVATIONS

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**Sketches (click to enlarge)**



**Photos**



Map



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**Summary**

Parcel ID 00489136-018718  
 Account# 1604143  
 Property ID 1604143  
 Millage Group 500P  
 Location 164 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 17 BLUE HARBOR CLUB INC A CONDOMINIUM OR751-1918/19 OR807-2464/65 OR840-1182 OR867-148 OR874-656C OR1353-2087/88P/R OR1353-2103D/C OR1427-954/55 OR2904-1900/01  
 Description (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

[HERNANDEZ PEDRO MIGUEL](#)  
 985 Ludlam Dr  
 Miami Springs FL 33166

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$66,505	\$69,764	\$71,393	\$34,180
+ Market Misc Value	\$3,737	\$3,857	\$3,979	\$4,100
+ Market Land Value	\$165,513	\$159,197	\$175,617	\$142,777
= Just Market Value	\$235,755	\$232,818	\$250,989	\$181,057
= Total Assessed Value	\$235,755	\$232,818	\$250,989	\$181,057
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$235,755	\$232,818	\$250,989	\$181,057

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MOB HOME DRY (020D)	7,655.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style MANUFACTURED HOME  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 1344  
 Stories 2 Floor  
 Condition AVERAGE  
 Interior Walls WALL BD/WD WAL  
 Exterior Walls WD FRAME  
 Year Built 1982  
 Effective Year Built 2005  
 Foundation CONC PILINGS  
 Roof Type GABLE/HIP  
 Roof Coverage METAL  
 Flooring Type SFT/HD WD  
 Heating Type FCD/AIR DUCTED with 0% NONE  
 Bedrooms 3  
 Full Bathrooms 2  
 Half Bathrooms 0  
 Grade 400  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,344	1,344	0
OPF	OP PRCH FIN LL	504	0	0
OUF	OP PRCH FIN UL	1,191	0	0
SBF	UTIL FIN BLK	840	0	0
TOTAL		3,879	1,344	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	1994	1995	1	960 SF	1
WALL AIR COND	2010	2014	1	1 UT	2
WOOD DECK	2010	2014	1	420 SF	1

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
4/30/2018	\$350,000	Warranty Deed	2167390	2904	1900	37 - Unqualified	Improved
10/1/1996	\$124,000	Warranty Deed		1427	0954	Q - Qualified	Improved
3/1/1995	\$105,000	Warranty Deed		1353	2087	K - Unqualified	Improved
11/1/1982	\$16,000	Warranty Deed		867	148	U - Unqualified	Vacant
9/1/1981	\$10,500	Warranty Deed		840	1182	U - Unqualified	Vacant

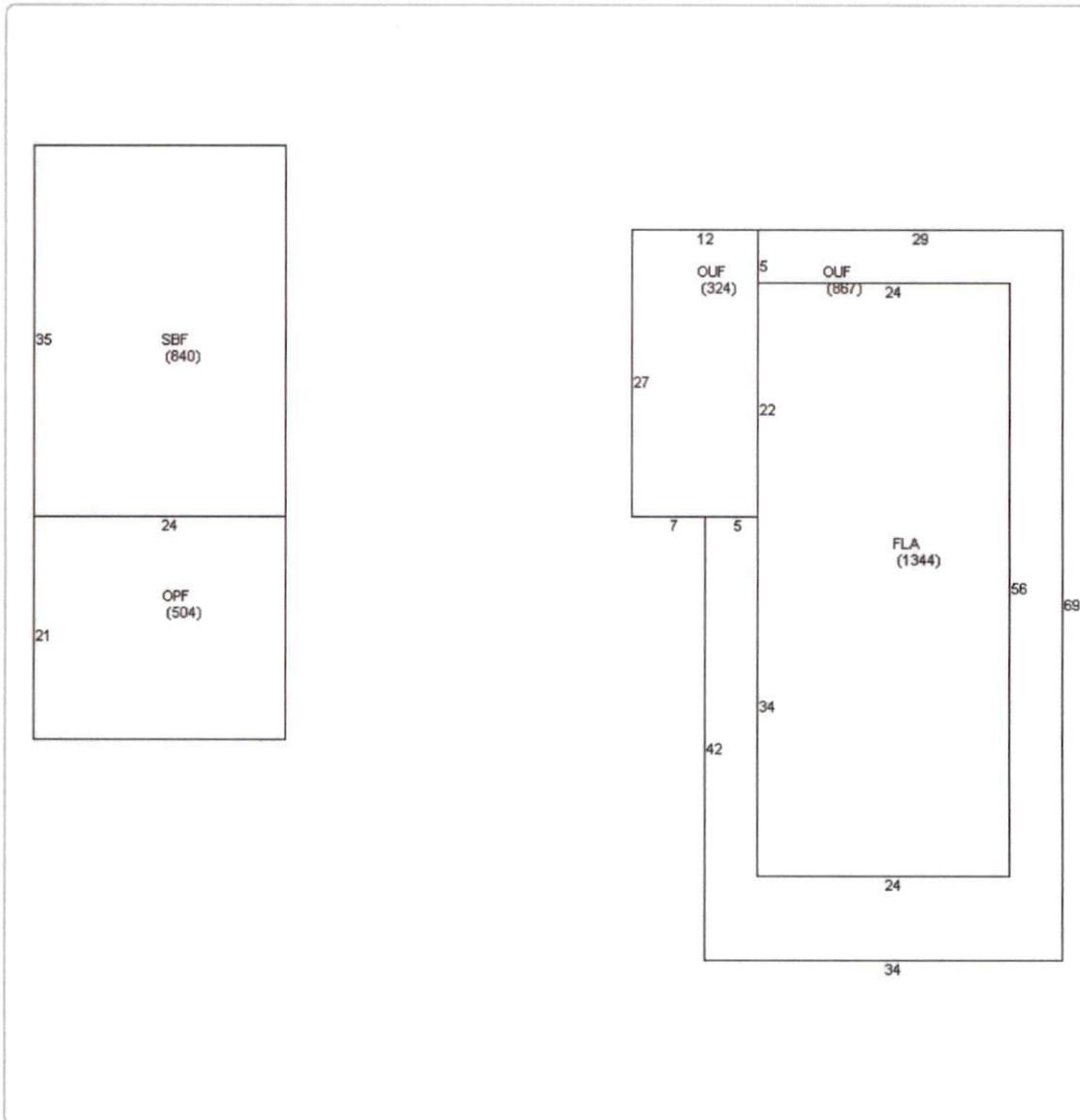
**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
10480	11/13/1981	1/1/1986	\$1	Residential	INSTALL MOBILE HOME ON ST

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**Sketches (click to enlarge)**



Photos



Map



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**Summary**

Parcel ID 00489136-018719  
 Account# 1604151  
 Property ID 1604151  
 Millage Group 500P  
 Location 158 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 18 BLUE HARBOR CLUB INC A CONDOMINIUM OR751-1918/19 OR807-2464/65 OR840-1185 OR970-1097 OR1590-1051/52 OR1834-286/87 OR1834-288/89 OR1970-88 OR2825-1836 OR3031-0936  
 Description (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

VALDES CRISTINA M  
 14222 SW 76th St  
 Miami FL 33183

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$169,272	\$80,391	\$85,008	\$72,494
+ Market Misc Value	\$1,995	\$1,995	\$1,995	\$1,995
+ Market Land Value	\$184,928	\$177,871	\$196,218	\$159,525
= Just Market Value	\$356,195	\$260,257	\$283,221	\$234,014
= Total Assessed Value	\$356,195	\$260,257	\$257,415	\$234,014
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$356,195	\$260,257	\$283,221	\$234,014

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MOB HOME DRY (020D)	9,568.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style STILT 1 STORY  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 1392  
 Stories 2 Floor  
 Condition AVERAGE  
 Interior Walls DRYWALL  
 Exterior Walls WD FRAME  
 Year Built 1982  
 Effective Year Built 2015  
 Foundation CONC PILINGS  
 Roof Type GABLE/HIP  
 Roof Coverage ASPHALT SHINGL  
 Flooring Type CERAM/CLAY TILE  
 Heating Type FCD/AIR DUCTED with 0% NONE  
 Bedrooms 3  
 Full Bathrooms 2  
 Half Bathrooms 0  
 Grade 450  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
CPX	CARPORT LATTIC	960	0	128
OPX	EXC OPEN PORCH	1,372	0	270
FLA	FLOOR LIV AREA	1,392	1,392	164
LLF	LOW LEV FIN	624	0	100
SBF	UTIL FIN BLK	63	0	32
TOTAL		4,411	1,392	694

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CONC PATIO	1986	2005	1	147 SF	1
CH LINK FENCE	1986	2005	1	1744 SF	1

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
6/22/2020	\$440,000	Warranty Deed	2272780	3031	0936	O1 - Qualified	Improved
11/10/2016	\$355,000	Warranty Deed	2099393	2825	1836	O1 - Qualified	Improved
1/15/2004	\$260,000	Warranty Deed		1970	0088	Q - Qualified	Improved
7/28/1999	\$115,000	Warranty Deed		1590	1051	Q - Qualified	Improved
9/1/1981	\$13,000	Warranty Deed		840	1185	Q - Qualified	Vacant

**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
20300584	7/1/2020		\$0		
12304690	12/4/2012	12/26/2012	\$1	Residential	DEMO LOWER INT. ENCLOSURE FOR FEMA COMPLIANCE

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**Sketches (click to enlarge)**



Photos



Map



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**Summary**

Parcel ID 00489136-018720  
 Account# 1604160  
 Property ID 1604160  
 Millage Group 500P  
 Location 136 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 19 BLUE HARBOR CLUB INC A CONDOMINIUM OR751-1918/19 OR783-1934/35 OR783-1936/37 OR807-2464/65 OR1260-1488/89 OR2599-2112/13 OR2926-1246  
 Description  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property MOBILE HOME SUB (0200)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

GONZALEZ CLEMENTE  
 136 Blue Harbor Dr  
 Tavernier FL 33070

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$43,367	\$45,491	\$46,554	\$17,092
+ Market Misc Value	\$2,506	\$2,539	\$2,570	\$2,633
+ Market Land Value	\$219,478	\$211,103	\$232,878	\$145,648
= Just Market Value	\$265,351	\$259,133	\$282,002	\$165,373
= Total Assessed Value	\$262,760	\$259,133	\$282,002	\$126,475
- School Exempt Value	(\$25,000)	(\$25,000)	(\$25,000)	(\$25,000)
= School Taxable Value	\$237,760	\$234,133	\$257,002	\$101,475

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MOB HOME DRY (020D)	8,053.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Mobile Home Buildings**

Style MANUFACTURED HOME  
 Building Type S.F.R. - M1 / M1  
 Finished Sq Ft 1288  
 Stories 1 Floor  
 Condition GOOD  
 Interior Walls DRYWALL  
 Exterior Walls HARDIE BD  
 Year Built 1980  
 Effective Year Built 2005  
 Foundation CONC BLOCK  
 Roof Type GABLE/HIP  
 Roof Coverage METAL  
 Flooring Type CERM/CLAY TILE  
 Heating Type FCD/AIR DUCTED with 0% NONE  
 Bedrooms 3  
 Full Bathrooms 2  
 Half Bathrooms 0  
 Grade 350  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,288	1,288	236
OPF	OP PRCH FIN LL	48	0	38
TOTAL		1,336	1,288	274

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	2000	2001	1	1160 SF	1
FENCES	1995	2005	1	120 SF	2
UTILITY BLDG	1995	2005	1	60 SF	2
WOOD DECK	2005	2012	1	40 SF	1
WOOD DECK	1995	2005	1	75 SF	2

**Exemptions**

Exemption ↕	Amount ↕
01 25000 HOMESTEAD 196.031(a)	\$25,000.00
02 ADDL HOMESTEAD 196.031(b)	\$25,000.00

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
9/4/2018	\$328,000	Warranty Deed	2186131	2926	1246	01 - Qualified	Improved
11/21/2012	\$175,000	Warranty Deed		2599	2112	01 - Qualified	Improved
3/1/1979	\$13,500	Conversion Code		783	1936	Q - Qualified	Vacant

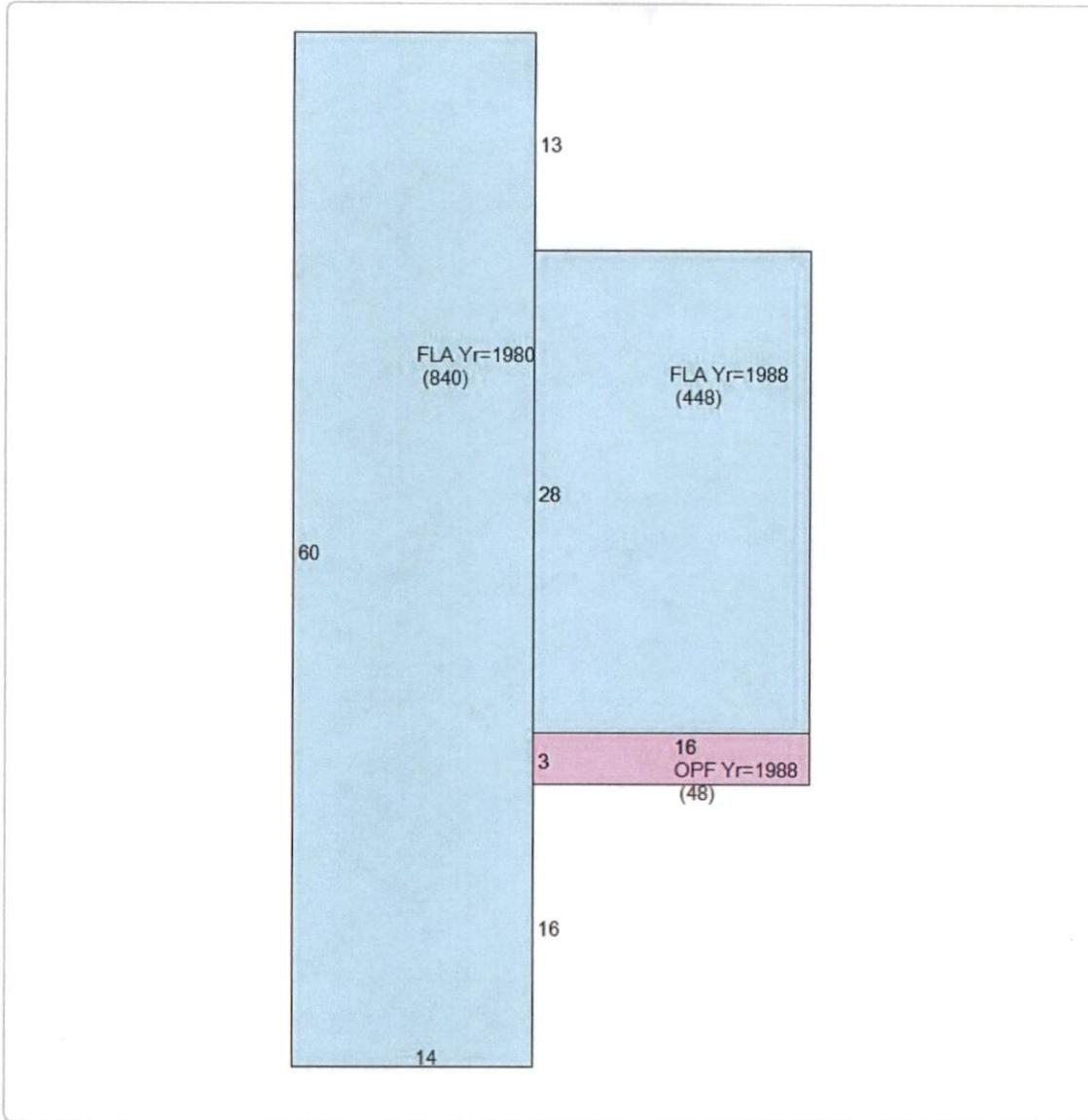
**Permits**

Number ↕	Date Issued ↕	Date Completed ↕	Amount ↕	Permit Type ↕	Notes ↕
06306153	11/27/2006	11/28/2007	\$1	Residential	RE-ROOF TO BITUMEN
04-304320	9/28/2004	1/1/2005	\$2,300	Residential	RE-ROOF.
0034289	10/5/2000	11/17/2000	\$1	Residential	FENCE

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**Sketches (click to enlarge)**



Photos



Map



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**Summary**

Parcel ID 00489136-018721  
 Account# 1604178  
 Property ID 1604178  
 Millage Group 500P  
 Location 144 BLUE HARBOR Dr, TAVERNIER  
 Address  
 Legal UNIT 20 BLUE HARBOR CLUB INC A CONDOMINIUM OR751-1918/19 OR809-1307  
 Description OR839-1792 OR1862-272/73 OR2660-1985  
 (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property SINGLE FAMILY RESID (0100)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

TORRES DANIEL  
 335 SW 133rd Ave  
 Miami FL 33184

TORRES JANET  
 335 SW 133rd Ave  
 Miami FL 33184

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$536,114	\$536,114	\$541,529	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$224,869	\$216,288	\$238,598	\$110,941
= Just Market Value	\$760,983	\$752,402	\$780,127	\$110,941
= Total Assessed Value	\$760,983	\$729,920	\$663,564	\$110,941
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$760,983	\$752,402	\$780,127	\$110,941

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
RESIDENTIAL DRY (010D)	8,517.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Buildings**

Building ID 63001  
 Style STILT 2 STORY  
 Building Type S.F.R. - R1 / R1  
 Gross Sq Ft 5760  
 Finished Sq Ft 2652  
 Stories 2 Floor  
 Condition GOOD  
 Perimeter 0  
 Functional Obs 0  
 Economic Obs 0  
 Depreciation % 2  
 Interior Walls DRYWALL

Exterior Walls C.B.S.  
 Year Built 2018  
 EffectiveYearBuilt 2018  
 Foundation CONC PILINGS  
 Roof Type GABLE/HIP  
 Roof Coverage METAL  
 Flooring Type SFT/HD WD  
 Heating Type FCD/AIR DUCTED  
 Bedrooms 4  
 Full Bathrooms 3  
 Half Bathrooms 1  
 Grade 600  
 Number of Fire Pl 0

Code	Description	Sketch Area	Finished Area	Perimeter
CPF	COVERED PARKING FIN	816	0	130
FLA	FLOOR LIV AREA	2,652	2,652	292
LLF	LOW LEV FIN	302	0	78
OPF	OP PRCH FIN LL	1,990	0	596
TOTAL		5,760	2,652	1,096

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
10/18/2013	\$105,000	Warranty Deed		2660	1985	01 - Qualified	Vacant
2/21/2003	\$22,000	Warranty Deed		1862	0272	Q - Qualified	Vacant
7/1/1981	\$14,000	Warranty Deed		839	1792	U - Unqualified	Vacant
11/1/1979	\$8,500	Warranty Deed		809	1307	Q - Qualified	Vacant

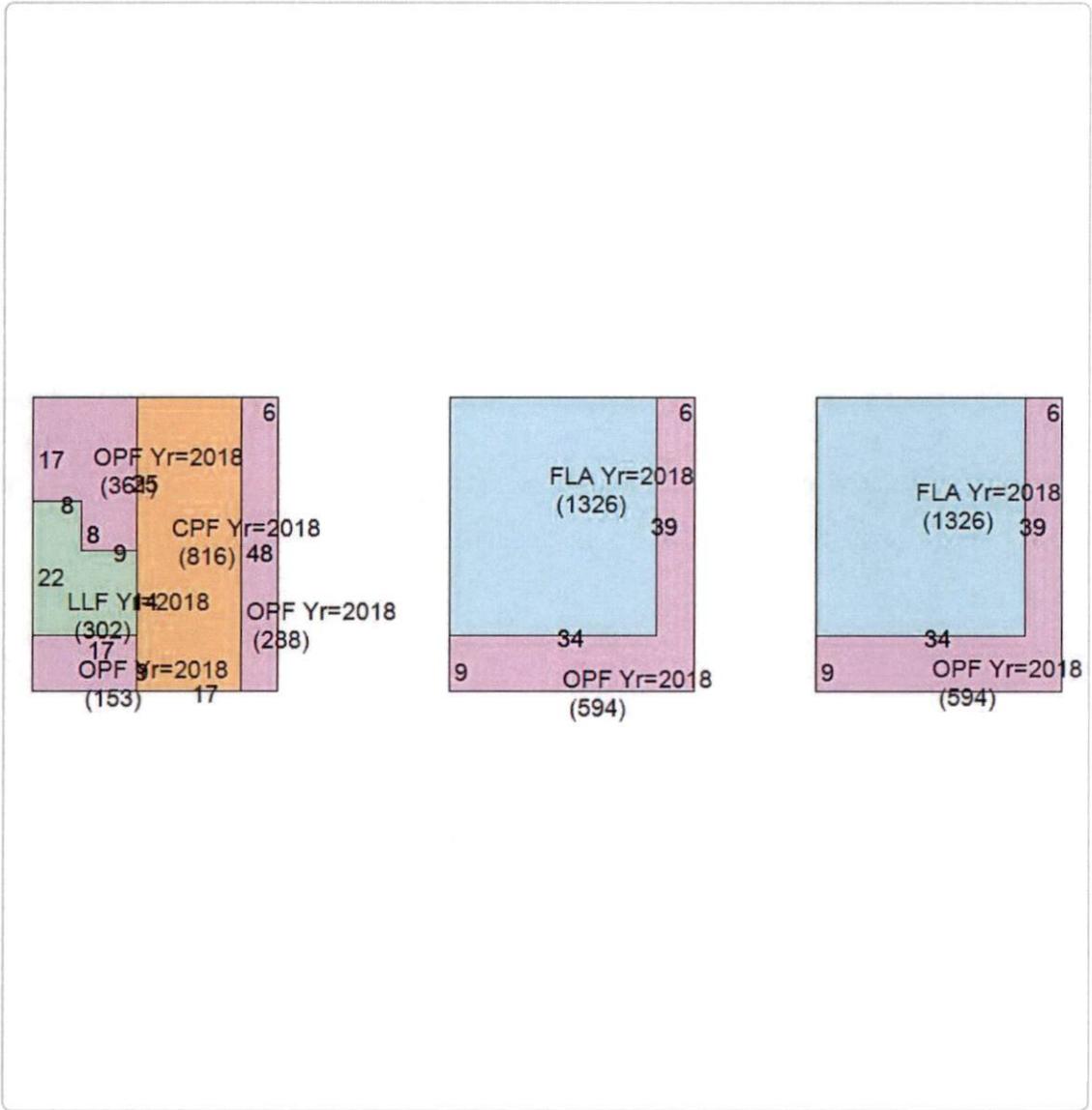
**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
05303451	2/10/2011	8/23/2018	\$300,000	Residential	SFR 1264 SQ FT FIRST FLR AND 1264 SQ FT SECOND FLR LIVING AREA 559 SQ FT 1ST FLR AND 2ND FLR PORCHES UNDER ROOF. 290 SQ FT ENCLOSURE BFE ENTRY AND STORAGE ONLY.

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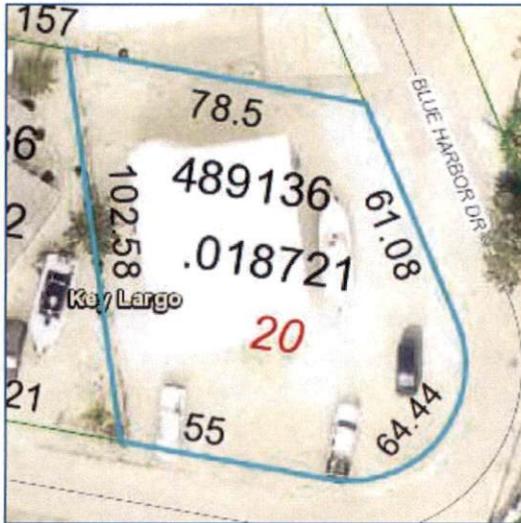
**Sketches (click to enlarge)**



**Photos**



Map



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# ADDITIONAL SHEETS

**Additional Sheets to Elk Investments' Land Development Code (LDC)  
Text Amendment Application**

**Please describe the reason for the proposed text amendment (CONTINUE):**

Thus, the historical treatment of Blue Harbor is that the land was for all practical purposes realistically subdivided and has been recognized by the Declaration of Condominium which was filed with the County and the County has accepted/acknowledged said division throughout over 44 years of planning and building history.

**The Board of County Commissioners may consider an amendment if the change is based on one or more of the following factors. Please describe how one or more of the following factors shall be met (attach additional sheets if necessary):**

**3) Data errors, including errors in mapping, vegetative types and natural features (CONTINUE):**

An appeal was filed arising out of a Letter of Understanding and subsequent Planning Commission Resolution No. P26-21 Regarding Proposed Development of a Residential Dwelling In Re: Property Identification No. 00489136-018717 (hereinafter referred to as "LOU") issued by Emily Schemper, A.I.C.P., C.F.M., Senior Director, Monroe County Planning & Environmental Resources Department (hereinafter referred to as "Planning Director"), dated June 14th, 2021 to Mr. Orlando Cordoves, Registered Agent and Manager of ELK INVESTMENTS OF MIAMI, LLC. A hearing was held on October 27, 2021. The official transcript of the October 27, 2021, Monroe County Planning Commission meeting shall be cited as (SPEAKER Tr. <page>:<line(s)>). A copy of the transcript is attached to hereto

Monroe County acknowledged and justified that all the neighboring permits were errors and that this one property should be treated differently is simply wrong. (RITZ

Tr. 56:16-19)(HOWARD Tr. 56:20). The County has stated that because other unit owners were granted building permits in error, the County may not carry said errors along and continue with said alleged errors in the future. The actual error is in not recognizing the 40+ year history of Condominium form of ownership and the individual units, all of which were granted building permits except for one. Counsel for Monroe County implied that the amount of work that it would entail to approve Elk Investments' building permit would be a nightmare. (HOWARD Tr. 42:24-25 43:1-7). This text amendment properly recognizes the historical uses of Blue Harbor Condominium units and resolves the inconsistency in treatment of Neighboring properties.

Attached, please find all property record cards of the 19 neighboring properties containing a unit built upon.

**4) New issues:**

The historical treatment of Blue Harbor is that the land was realistically subdivided before the Declaration of Condominium was filed and the County has accepted said division throughout over 44 years of planning and building history.

TRANSCRIPT OF HEARING DATED  
OCTOBER 27, 2021

MONROE COUNTY  
PLANNING COMMISSION MEETING

Monroe County Government Center  
Commission Chambers  
2798 Overseas Highway  
Marathon, Florida 33050  
Wednesday, October 27, 2021  
10:08 a.m. - 11:46 a.m.

IN RE: ELK INVESTMENTS OF MIAMI, LLC  
BLUE HARBOR DRIVE, KEY LARGO  
MILE MARKER 93 OCEANSIDE

COMMISSIONERS PRESENT:

- Chair Joe Scarpelli
- Vice Chair William Wiatt
- Commissioner Ron Demes
- Commissioner George Neugent
- Commissioner David Ritz

STAFF PRESENT:

- Thomas Wright, Planning Commission Counsel
- Peter Morris, Assistant County Attorney
- Derek Howard, Assistant County Attorney
- Emily Schemper, Sr. Director of Planning and Environmental Resources
- Cheryl Cioffari, Assistant Director of Planning
- Mike Roberts, Assistant Director, Environmental Resources.
- Mayte Santamaria, Senior Planning Policy Advisor
- Bradley Stein, Development Review Manager
- Devin Tolpin, Principal Planner
- Liz Lustberg, Senior Planner
- Ilze Aguila, Sr. Planning Commission Coordinator

INDEX OF PROCEEDINGS

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READING OF ITEM 2, ELK INVESTMENTS OF MIAMI, LLC, BLUE HARBOR DRIVE, KEY LARGO, MILE MARKER 93, OCEANSIDE, BY MR. WRIGHT . . . . . 3

STATEMENT FOR THE RECORD BY MS. SCHEMPER . . . . . 3

STAFF REPORT BY MR. STEIN . . . . . 4

PRESENTATION BY COUNTY ATTORNEY MR. HOWARD . . . . . 8

PRESENTATION BY APPLICANT MR. LUPINO . . . . . 8-34

RESPONSE BY MR. HOWARD . . . . . 34-46

RESPONSE BY MR. LUPINO . . . . . 47-48

PUBLIC COMMENT: None

COMMISSION DISCUSSION . . . . . 53-73

MOTION TO UPHOLD PLANNING DIRECTOR

    BY COMMISSIONER DEMES . . . . . 73

    SECOND BY COMMISSIONER WIATT . . . . . 73

ROLL CALL:

COMMISSIONER DEMES	Yes
COMMISSIONER WIATT	Yes
COMMISSIONER NEUGENT	No
COMMISSIONER RITZ	No
CHAIR SCARPELLI	Yes

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CERTIFICATE OF REPORTER . . . . . 75

1 (WHEREUPON, the following proceedings were  
2 had on October 27, 2021, at 10:08 a.m.):)

3 \* \* \* \* \*

4 CHAIR SCARPELLI: So, I guess, let's read  
5 Item Number 2, Counselor.

6 MR. WRIGHT: Elk Investments of Miami, LLC.  
7 Blue Harbor Drive, Key Largo, Mile Marker 93  
8 Oceanside.

9 A public hearing concerning an appeal,  
10 pursuant to Section 102-185 of the Monroe County  
11 Land Development Code by the property owner to the  
12 Planning Commission concerning a letter of  
13 understanding regarding development of a dwelling  
14 unit issued by the Senior Director of Planning and  
15 Environmental Resources dated June 14th, 2021.  
16 The property consists of a portion of Tract "A"  
17 according to the plat of Blue Water Trailer  
18 Village, Section 4, Plat Book 6, Page 100, in the  
19 Official Records of Monroe County, Florida, having  
20 Parcel ID Number 00489136-018717.

21 CHAIR SCARPELLI: Thank you. Staff report,  
22 please.

23 MS. SCHEMPER: Chair Scarpelli, this is Emily  
24 Schemper, the Senior Director of Planning and  
25 Environmental Resources. Before Brad starts the

1 staff report, I just wanted to state for the  
2 record that I do concur with the findings and  
3 conclusions of the staff report he is about to  
4 present.

5 CHAIR SCARPELLI: Thank you.

6 MR. STEIN: Thank you, Emily. Good morning,  
7 Commission. Brad Stein, Planning and Development  
8 Review Manager.

9 As stated in the reading of the title, this  
10 is an appeal pursuant to Section 102-185 of the  
11 Monroe County Land Development Code.

12 COMMISSIONER DEMES: Hey, Brad, could you  
13 move the microphone closer.

14 MR. STEIN: Yeah. How's that? Better?

15 CHAIR SCARPELLI: Great. Thank you.

16 MR. STEIN: This appeal is concerning the  
17 letter of understanding issued by the Senior  
18 Director of Planning and Environmental Resources  
19 regarding the development of a dwelling unit on a  
20 parcel of land. The appellant is Orlando Cordoves  
21 with Elk Investments of Miami, LLC, with -- their  
22 agent is James Lupino of Hershoff, Lupino and  
23 Yagel.

24 The appellant is appealing the letter of  
25 understanding regarding the proposed development

1 of a dwelling unit issued by the Senior Director  
2 of Planning and Environmental Resources;  
3 specifically, the Planning Director's  
4 determination that the subject property does not  
5 meet the definition of a "lot" pursuant to Land  
6 Development Section 101-1, and does not meet the  
7 residential density requirements of Section 130-  
8 157 for the Urban Residential Mobile Home zoning  
9 district in order to allow development of a  
10 residential dwelling unit.

11 The parcel is located within the Blue Harbor  
12 community off of Blue Harbor Drive in Key Largo at  
13 approximately Mile Marker 93 on the ocean side.  
14 The subject parcel is outlined in the blue on this  
15 photo right here. The property has a Future Land  
16 Use Map designation of Residential High, and a  
17 zoning of Urban Residential Mobile Home. This is  
18 an image of the Blue Water Village Section 4 plat.  
19 The next slide I have is a little more zoomed in  
20 and will show the location portion of Tract A.  
21 The clip on the right shows Tract A highlighted in  
22 yellow, and comparing it to the photo on the left,  
23 you can see that the appellant's property is  
24 outlined in blue and is part of Tract A of the  
25 Blue Water Trailer Village plat.

1           Here are some important definitions from the  
2 LDC that directly impact this property,  
3 particularly the definition of "lot" which is  
4 defined as, "a duly recorded lot as shown on a  
5 plat approved by the County, also described as  
6 platted lot." A platted lot is defined under the  
7 LDC Section 101-1 as, "a lot that is identified on  
8 a plat that was approved by the Board of County  
9 Commissioners and duly recorded."

10           This is a very relevant policy section of the  
11 Comprehensive Plan and Land Development Code  
12 relating to Urban Residential Mobile Home district  
13 and density. Both the Comp Plan and the LDC  
14 specifically state that the Urban Residential  
15 Mobile Home district is one dwelling unit per lot.  
16 So, to restate that, consistent with the  
17 Comprehensive Plan, specifically Policy 101.5.25  
18 and Monroe County Land Development Code Section  
19 130-157 provide for the maximum residential  
20 allocated density of one dwelling unit per lot for  
21 the URM land use district.

22           (Brief technology discussion off record.)

23           MR. STEIN: So, recommendation. So, with  
24 that, staff recommends that the Planning  
25 Commission uphold the decision of the Senior

1 Director of Planning and Environmental Resources  
2 Department as stated in the June 14, 2021 letter  
3 of understanding. So I thank you for your time  
4 and that concludes my presentation.

5 CHAIR SCARPELLI: Peter, do you want to chime  
6 in here?

7 MR. HOWARD: Commissioners, this is Derek  
8 Howard. I actually handled -- good morning.

9 I actually handled this particular appeal for  
10 the Planning Department. One of the reasons why  
11 is the Planning Commission has been here before on  
12 precisely the same issue before the Planning  
13 Commission, and that was in 2006 -- in 2016, I'm  
14 sorry, in the Slattery appeal. The Department  
15 similarly rendered a decision that their lot did  
16 not constitute a lot under the LDC because it also  
17 was not recorded on a plat. So, in the interest  
18 of consistency, I handled this appeal.

19 I did file a pretty substantial brief that  
20 responded to the basis of appeal that was filed by  
21 the appellant. And I just want to emphasize that  
22 the standard of review today is whether the  
23 Department correctly interpreted and applied the  
24 Land Development Code and not the economic or  
25 equitable impact of that decision.

1           If you have any particular questions about  
2 any of the legal arguments, I'm happy to respond  
3 to those.

4           CHAIR SCARPELLI: Thank you. Do we need to  
5 verify Mr. Stein's credentials? Typically, that's  
6 what we do on appeals here. No? Okay.

7           So then, we'd be hearing from the appellant  
8 next or, yeah. Let's do that.

9           MR. LUPINO: May I approach?

10          CHAIR SCARPELLI: Absolutely, sir.

11          MR. LUPINO: Good morning. James Lupino of  
12 Hershoff Lupino and Yagel of Islamorada on behalf  
13 of the appellant, Elk Investments of Miami.

14          MR. WILLIAMS: Excuse me. Can you pull your  
15 microphone closer. Thank you.

16          MR. LUPINO: Yes. Thank you. I'm here with  
17 Joanne Pereira of my office as well. Could we  
18 have the presentation put up on the screen.

19          (Brief technology discussion off record.)

20          MR. LUPINO: Okay. There we go. This appeal  
21 arises out of the letter of understanding  
22 regarding the proposed development of a  
23 residential dwelling. The letter of understanding  
24 denied the owner's right to build a single-family  
25 residence unit upon the land due to the definition

1 of "lot" and "density" as was pointed out by Mr.  
2 Stein, even though every other neighbor in the  
3 subject condominium property has a single-family  
4 residence built upon their lots or units.

5 In other words, the entire condominium  
6 property which was filed of record in 1977 before  
7 the URM zoning went into play. There are twenty  
8 units, twenty individual lots, nineteen of them  
9 have single-family residences upon them. We are  
10 property unit number twenty and it's vacant land.  
11 So we're the only one, we are the hole in the  
12 donut, if you will.

13 So there is no question that, and it was  
14 raised by Mr. Stein, that as a matter of right,  
15 detached dwellings are allowed in URM zoning.  
16 That's not of question.

17 The question is because this was not a  
18 platted subdivision, whether or not the single-  
19 family residence that we are applying for should  
20 be allowed the density of one unit per lot in what  
21 was formerly Tract A, as was shown on the zoning  
22 map, when in fact a condominium was filed of  
23 record; and, there was in fact a survey which  
24 divided the lots filed of record in 1977, years  
25 before the zoning of URM went into play.

1           The very fact is that the decision, as it  
2 exists, leaves the owner with a worthless  
3 property, depriving him of property rights which  
4 are identical property rights to nineteen other  
5 people within the same area.

6           So we have several bases for our position  
7 today, which I'm going to present, and it's going  
8 to be a little bit lengthy. But first, I'd like  
9 to talk about the procedural history because I  
10 think it's kind of important, and I have a theory  
11 of why it took so long to get here.

12           The application was made for pre-application  
13 conference by Mr. Cordoves on November 13th, 2019.  
14 He was not in fact provided the pre-application  
15 conference, even though he paid for it. Rather,  
16 eight months later, he received a letter from the  
17 Planning Department stating -- or, an e-mail  
18 actually, stating, "The County does not recognize  
19 the property subdivided by the condominium as a  
20 platted lot and therefore does not consider it to  
21 have density within the URM zoning."

22           Simply put, the e-mail said that the Planning  
23 Department deemed the property not buildable  
24 because it was in a condominium, and the County  
25 was not recognizing condominium as a proper

1 division of Tract A, even though it took place  
2 forty years ago.

3 We then got involved. He did not have  
4 counsel prior to that. We requested the pre-  
5 application conference which was actually held on  
6 March 4th, 2021, and the LOU came on June 14th,  
7 2021, approximately 102 days later.

8 I raise that because it basically took two  
9 years to get here, twenty months to get the LOU  
10 from the date of application, when we all know  
11 that according to slide three, the code, as we are  
12 here talking about codes, calls for generally  
13 thirty to forty-five days after the conference.

14 I have a theory. The theory is that I  
15 believe and suggest that the underlying theme here  
16 is that when you consider the facts of this  
17 circumstance, of this property on its own and the  
18 big picture, everyone knows that it's wrong to  
19 deny this property a building right, but it  
20 creates a dilemma as raised by Mr. Howard because  
21 of prior decisions. But I believe, and I will  
22 discuss later, that the prior decisions are in  
23 fact distinguishable.

24 So, with that, I'm going to try and get into  
25 the very facts of this case. Again, our client

1 was denied the right to build a single-family home  
2 because it was determined that the parcel is non-  
3 buildable, yet this parcel is and has been, for  
4 forty years, separately taxed, separately  
5 assessed, wastewater levy collected and, in fact,  
6 the County issued a permit to this property owner  
7 in 2006 for a fence around the property which  
8 remains today.

9 We had to actually advertise this hearing  
10 today around this property, not around the outside  
11 of Tract A in its entirety, this property. So it  
12 is being recognized as a separate property. It's  
13 not logical that the County treats this parcel as  
14 a separate parcel for some purposes and not for  
15 others, and especially in light of the fact that  
16 every other parcel in the condominium is  
17 recognized and was provided a permit to build a  
18 single-family residence.

19 So our first argument, which again is a legal  
20 argument, is that the ordinance, as applied,  
21 constitutes reverse spot zoning targeting the  
22 owner's property in particular. Reverse spot  
23 zoning occurs when an ordinance prevents a  
24 property owner from utilizing his or her property  
25 in a certain way when virtually all of the

1 adjoining neighbors are not subject to the same  
2 restriction creating, in effect, a veritable  
3 zoning island or zoning peninsula in a surrounding  
4 sea of contrary treatment. This is exactly what  
5 we have here.

6 Reverse spot zoning is invalid. It's  
7 actually confiscatory according to the case of  
8 *Tollius v. City of Miami*, a 1957 Florida Supreme  
9 Court Case, and all other cases that are cited in  
10 our materials.

11 Every single neighbor, as you can see, within  
12 Blue Harbor, nineteen out of twenty currently have  
13 single-family residences on their property, except  
14 the subject property owned by the applicant.

15 So go to Slide 4, please. If you'll take a  
16 look at Slide 4, we have circled for you what  
17 Mr. Stein had previously provided as outlined in  
18 blue, but it shows clearly that every property  
19 within the condominium is filled with a single-  
20 family residence except for our clients. So we  
21 are taking the position that by applying the  
22 zoning limitations as set forth in the LOU, Monroe  
23 County is creating a zoning island and virtually,  
24 it's there, it is the hole in the donut, the  
25 virtual island in the middle of single-family

1 residences built 360 degrees all around it.

2 Now, I understand that the Planning  
3 Department is saying that it must follow their  
4 code. But in this case like this, creating a  
5 result that eliminates the ability to build on one  
6 parcel as opposed to nineteen others in the same  
7 neighborhood really should be overturned because  
8 it's not applying the standard uniformly. And  
9 that, I believe, is erroneous and legally an  
10 inapplicable and an inappropriate application of  
11 the zoning.

12 So our first argument, again, is that it  
13 creates illegal spot zoning with disproportionate  
14 treatment.

15 Our second argument is that the application  
16 of the ordinance violates the owner's equal  
17 protection of rights under the law. This is under  
18 42 USC 1983. The case of City National Bank of  
19 Florida v. City of Tampa, which is an appellate  
20 court decision, found that, basically, the  
21 appellate court ruled that equal protection rights  
22 were violated because the city treated other  
23 similarly-situated property owners more favorably  
24 during the zoning process and, as a result, the  
25 property owners suffered damages.

1           As in the City National Bank case, our client  
2 here, Elk Investments, is being singled out and  
3 treated differently from all, every single one,  
4 other similarly-situated properties, with no  
5 rational basis to treat it differently. As  
6 applied in this case, the condominium has been  
7 treated differently in nineteen out of twenty  
8 cases, and we are the twentieth case. So  
9 similarly to the City of Tampa v. City National  
10 Bank, Monroe County, we believe, is violating the  
11 owner's equal protection rights cognizable under  
12 1983.

13           Our third argument is that the application  
14 fails to recognize the condominium and the  
15 property owner, which is a good-faith, bona fide  
16 purchaser, should not be held to a different  
17 standard than was held to the other nineteen  
18 people who previously applied for building permits  
19 and were granted to them. The records, the public  
20 records will show that the condominium, which was  
21 formed in 1977, was thereafter allowed to be built  
22 upon in nineteen of the twenty cases; and that, in  
23 good faith, this purchaser comes along and sees  
24 that the condominium is of record, there is a  
25 survey, which I'll talk about in a few minutes,

1 and the acts of the County in providing permits  
2 and allowing the permits for each and every one of  
3 the other houses that were theretofore built, are  
4 accountable to the County for purposes of saying  
5 it has created an expectation for a person who  
6 invests their money to be able to be treated  
7 equally as are the other people. And that  
8 expectation being created not only by the fact  
9 that the condominium was recorded of record, but  
10 by the very fact that the County then treated it  
11 appropriately by granting the building permits for  
12 the residences.

13           Would you go to Slide 6, please. Slide 6 is  
14 the warranty deed from F and N, Inc. F and N,  
15 Inc., was the developer of the condominium.  
16 Topper Auto Parts, in this case, was a predecessor  
17 in title, the first predecessor in title to our  
18 client after the condominium was formed, and Unit  
19 16, which is our client's property, was in fact  
20 conveyed as a condominium. So you can see that  
21 going back to 1981, this particular property was  
22 in fact treated as a condominium in the public  
23 records.

24           Go to Slide 7. The declaration of  
25 condominium, which was filed in 1977, defined unit

1 as a residence. And we have pointed to that on  
2 the screen, you can see it. So the recorded  
3 declaration of condominium basically said that a,  
4 each unit shall consist of a residence or the  
5 property being built for purposes of a residence  
6 on each individual property. And that, again, was  
7 of record in 1977, prior to the URM zoning going  
8 into place, and in fact establishing the  
9 expectation that each unit would be able to have a  
10 residence.

11 Elk Investments had no reason to doubt the  
12 content of the deed, the previously recorded deeds  
13 for that property and others, the declaration of  
14 condominium, and no reasons to doubt that the  
15 property was buildable until the July 31st e-mail  
16 from the Planning Department. Again, the  
17 surrounding parcels have all been granted permits  
18 going back for decades.

19 Slide 8, please. I'd like to show you some  
20 specifics and explain the background. What you  
21 have before you now on this slide is prior to the  
22 development of the condominium, you will see that  
23 the legal descriptions of both Unit 20 which is on  
24 the right-hand side of the screen, and Unit 16  
25 which is our client's property, are identical in

1 the chain of title. The legal descriptions are  
2 one and the same. So, pre-condominium formation,  
3 the chain of title is identical.

4 Then if we go to Slide 9, you will see that  
5 after the condominium is formed and there is  
6 Unit 16 at the top, that's our client's property,  
7 and Unit 20 at the bottom is also described as a  
8 condominium unit. So the owners of Unit 20, which  
9 is at 144 Blue Harbor, applied for a single-family  
10 unit building permit and it was granted in 2011.

11 Virtually all of the documents for Unit 20 in  
12 the building permit application classify said  
13 property as a unit in Blue Harbor Club, and that  
14 unit was in fact granted a building permit upon a  
15 buildable lot or parcel as treated by the County.  
16 Like the property at issue, this unit was vacant  
17 land and did not have a single-family unit on it  
18 before 2014.

19 I'd like to show you Slide 10. Slide 10 is a  
20 rendering showing in red-ink circle where this  
21 unit, Unit 20, is located. In 2013, there was no  
22 residence built upon that parcel.

23 Go to Slide 11. In 2014, we again see there  
24 is no unit built upon the parcel but you can see  
25 the formation of something starting.

1           And go to Slide 12. In 2015, Unit 20 appears  
2 to have a single-family residence on it for the  
3 very first time.

4           So in going to Slide 13, you'll see that the  
5 owner applied for a single-family residential  
6 building permit, and that building permit for  
7 Unit 20 was approved by Monroe County and issued,  
8 and that, the structure was in fact built.

9           Slide 14, we are going on to a second  
10 example. The second example shows again Unit 16's  
11 legal description and the legal description for  
12 Blue Harbor Unit Number 11. That deed is going  
13 back to August 19, 1991, for Unit Number 11.

14           Going on to the next slide, Unit Number 11 is  
15 pictured in the red ink as shown on the right-hand  
16 side of the development of Blue Harbor, and you  
17 can see that it had no residence built upon it, it  
18 was vacant land, and was that way in 2004.

19           We go to Slide 16, it shows the property in  
20 2009 still being vacant.

21           We go to Slide 17, which is in 2010, it still  
22 remains vacant.

23           We go to Slide 18, and for the first time we  
24 see a structure upon the property in 2013. So,  
25 you know, it's fair to ask why.

1           Why are these owners having the ability to  
2 build single-family residential units and not Elk  
3 Investments? When you look at these two units,  
4 which we have shown you, you have now completed  
5 the island. You now have every other property in  
6 the entire condominium built upon except for our  
7 client's Unit Number 16.

8           So we say that to deny the right to build on  
9 this parcel as opposed to all others is a  
10 arbitrary and capricious denial. To now decide  
11 that this one particular property is not buildable  
12 because the County now wants to apply a standard  
13 that they didn't heretofore apply to the entire  
14 condominium is wrong. It's wrong legally, it's  
15 wrong morally. The declaration of condominium as  
16 well as the survey and lots, as it was recorded in  
17 the public records in 1977, recognize each one of  
18 these parcels as a buildable lot.

19           Go to Slide 19, please. Slide 19 is the  
20 property record card for Elk Investments. It  
21 shows it as a vacant residential parcel, which it  
22 is.

23           If you go to Slide 20, you will see that the  
24 property record card of Monroe County identifies  
25 it as Blue Harbor Club, a condominium, Unit 16.

1 This property record card, except for the two  
2 things, one, the unit number, and two, that it  
3 says vacant as opposed to a single-family  
4 residence, is identical to the nineteen others  
5 within the condominium neighborhood.

6 Understand that the legal title, the Planning  
7 Department is saying the legal description is  
8 invalid to create one lot, a buildable lot, within  
9 the URM zoning, but it didn't treat all other  
10 nineteen properties that way. And understand that  
11 the effect of a decision on this one property,  
12 different than every other property, saying that  
13 the legal description is invalid because it  
14 doesn't recognize the condominium to subdivide the  
15 property, really creates far-reaching implications  
16 for the title policies and the transactions that  
17 have taken place over the last forty years.

18 Technically, that application in this factual  
19 instance creates title problems for all twenty  
20 properties, not just the one which we are asking  
21 to be treated equally as the law requires.

22 The LOU states, in Slide 21, please, that the  
23 declaration of condominium is legally ineffective  
24 to lawfully subdivide land. Such land does not  
25 meet the definition of lot or platted lot for

1 density for the URM Land District as enumerated  
2 under Monroe County Land Development Code 130-157.  
3 Again, the declaration of condominium was in place  
4 in 1977. I believe the URM zoning went in place  
5 in the 1980s. The Planning Department is taking  
6 the position that the entire Tract A, former Tract  
7 A that is made up of this condominium, is not and  
8 has not been divided and therefore, only one unit  
9 is allowed, but it has allowed nineteen others.  
10 How can you allow nineteen others and deny one  
11 under that theory?

12 The nineteen others have been allowed permits  
13 for single-family residences, they've been  
14 separately taxed, separately assessed for forty  
15 years. This was done to 100 percent of the  
16 properties. It's been recognized by this County  
17 for forty years.

18 To now say that one lone property out of the  
19 twenty is not properly divided is juxtaposed with  
20 all prior County actions. And to enforce that  
21 application or that reading of the ordinance would  
22 again be contrary to law and rationally, the  
23 effect is incomprehensible in regards to the  
24 treatment that has been afforded all other  
25 properties within the condominium.

1           Our fourth position is that a survey legally  
2 didn't divide the property. A declaration of  
3 condominium, which is -- the Florida Keys are  
4 filled with condominiums, we all know that, and  
5 the condominium is formed by the filing of  
6 declaration of condominium in the public records,  
7 and that declaration of condominium attaches a  
8 survey of the property. Some condominiums are one  
9 structure built up with all the units in one  
10 building. Some condominiums are separate  
11 structures. They're all recognized and they're  
12 all allowed to build on, and that has been the  
13 case throughout the history of this County.

14           In this case, when the declaration of  
15 condominium was filed in 1977, there was in fact a  
16 survey attached. That survey laid out all of the  
17 properties, the twenty said properties, including  
18 Unit 16, and it divided the properties. And the  
19 County, for forty years, recognized those divided  
20 properties. The law recognizes or allows that a  
21 survey lays out the boundaries in the original  
22 division of a tract.

23           Slide 22 basically says, and this comes from  
24 the case of Tyson v. Edwards, which is a 1983  
25 case, said the surveyor in the first instance lays

1 out boundaries in the original division of a tract  
2 which has theretofore existed as a single unit.  
3 That's exactly what we have here.

4 That tract was divided by the declaration of  
5 condominium. It was surveyed, it was divided, it  
6 was placed of record, and it was honored. It was  
7 honored by Monroe County for forty years in  
8 providing permits to nineteen other properties.  
9 So, that being the case, and the fact that each  
10 property is taxed separately, assessed separately,  
11 wastewater connected separately, there's no other  
12 way to treat this than it is recognized as a  
13 buildable lot, just like the others.

14 Slide 23 is just to show you that, in fact,  
15 the survey was recorded in the public records of  
16 Monroe County. You can see the stamp on the left-  
17 hand side showing it was recorded in Official  
18 Records Book 708 at Page 911. The boundaries were  
19 thus recognized by the survey that was filed of  
20 record, and Monroe County appropriately treated  
21 those boundaries as the property divisions for all  
22 purposes, taxation, assessments and wastewater,  
23 for the forty-year period.

24 Our fifth argument, that even if the  
25 interpretation of the ordinance is correct, even

1           though we don't believe that the applicability and  
2           the way it is applied is appropriate, especially  
3           with the condominium having been formed  
4           previously, we believe that the County would be  
5           estopped from having the right to deny this owner  
6           the right to the single-family residence on that  
7           unit, on that property.

8           The investment was made with reasonable  
9           expectation, investment-backed expectations of the  
10          ability to develop based upon the treatment given  
11          to every property surrounding the subject property  
12          which has been given the same building permit  
13          treatment and has been separately taxed and  
14          assessed. We believe that that argument is  
15          further substantiated by the fact that the two  
16          examples we gave you, which were Units 20 and  
17          Units 11, were given building permits after our  
18          client purchased his property, and with no  
19          application of an ordinance saying that the zoning  
20          was inappropriate to those properties.

21          Nevertheless, Monroe County only now changes  
22          its position by denying Elk Investments its right  
23          to build upon the land, and that right to build  
24          denial is clearly detrimental to the property  
25          interests of Elk Investments as it renders the

1 property simply worthless. In our opinion, it  
2 constitutes a taking of private property without  
3 compensation, contrary to law and equity. The  
4 changed conditions, meaning the change in  
5 treatment, creates a situation where the zoning of  
6 the property is so unreasonable as to become  
7 confiscatory.

8 We cite the case of Kugel v. City of Miami  
9 Beach, a Third DCA case of 1968. So we believe  
10 that Elk Investments being treated differently  
11 than all others should be reason alone for the  
12 County to recognize that the treatment is improper  
13 and being estopped.

14 Mr. Howard raised the Slattery decision as  
15 the reason for his handling this rather than Peter  
16 Morris today. The Slattery decision is different.  
17 It's distinguishable. The Slattery decision came  
18 before you, came before this Commission based upon  
19 constitutional arguments. And even though we  
20 incorporate in our unit all of the issues raised  
21 in Slattery because we believe that they are  
22 valid, those aren't what we're basing our argument  
23 on because of the difference in facts. And I  
24 think for your decision, you have to look at the  
25 fact that this is, in fact, different.

1           Slattery had IS zoning in an area that was  
2 undeveloped, was not only not platted, but was not  
3 condominiumized. So the very fact that this  
4 property is condominiumized, and every single  
5 other property within the condominium has been  
6 given a building permit, is a huge distinction and  
7 a very big difference than the Slattery decision.

8           We have in this case a recorded document with  
9 a recorded survey dividing the properties. They  
10 didn't have that in Slattery. Slattery in IS  
11 zoning discusses and refers to being subject to  
12 being on a platted road and subject to utilities,  
13 which some of the properties in that area do not  
14 have that access directly, they had to cross other  
15 properties. That's a distinction. Here,  
16 everything is right to this property, including  
17 wastewater. In this case, all, every single  
18 adjoining property owner has been treated  
19 differently. Not the case in Slattery.

20           So Slattery is distinguishable because its  
21 definition under IS zoning is different than the  
22 definition under URM zoning. So to use Slattery  
23 as the basis is an improper and distinguishable  
24 case that is not binding upon this Commission for  
25 purposes of this case. You need to look at the

1 situation of this case and treat this case on its  
2 facts, separate and distinct from Slattery, which  
3 is far removed because of the different factual  
4 scenarios.

5 I raised the arguments that I have raised,  
6 including the equitable estoppel arguments and the  
7 constitutional arguments, literally to preserve  
8 them for purposes of appeal. But the County  
9 asserts you have no authority to address those  
10 arguments, Bert Harris being one of them. But I  
11 think, I present them to you for the position of  
12 you understanding the implications of an  
13 inappropriate application of the zoning to this  
14 particular property when it's distinguishable from  
15 Slattery and different from the other nineteen  
16 property owners within the condominium.

17 I'm going to go to Slide 24. In the response  
18 filed by Mr. Howard they challenged us, basically,  
19 to find one other property different, with  
20 different treatment since the 003-2015 ordinance,  
21 so we had to go looking. And I'm going to give  
22 you an instance and I'm going to give you an  
23 explanation.

24 If you'll go to Slide 25, this is Twin Lakes.  
25 This is where Slattery was. And you will notice

1 that Tract A in this area is also not platted, but  
2 it's also not a condominium. There's never been a  
3 condominium in that. So that's one of the reasons  
4 why it's clearly distinguishable.

5 If you'll go to Slide 26, we've placed a red  
6 dot where the address is for 1535 Shaw Drive.

7 Go to Slide 27, please. We'll now take a  
8 look at the aerial photograph showing what the  
9 property looked like in 2017, which is a vacant  
10 parcel in between two other built-upon properties.

11 Slide 28 shows a single-family residence now  
12 being built upon that property.

13 And, Slide 29 shows a building permit issued  
14 in 2018 for said property, which is of course  
15 after 2015.

16 Now, I'm going to, full candor to the court,  
17 if you will, it says it's a single-family  
18 residence replacement. I'm not going to ignore  
19 the fact that it says it's a replacement from  
20 sometime in a prior time.

21 But it begs the question, if you're going to  
22 say in our instance that nineteen times you made a  
23 mistake and the twentieth time you're going to  
24 correct it and not allow the one property to be  
25 built, then if this property is in an area that

1 isn't platted, doesn't fit the zoning, isn't  
2 entitled technically to have one lot or one unit  
3 per lot, then why do you then allow the correction  
4 on this property in 2018. If the statement is  
5 that we can't continue in error, well, we're  
6 continuing in error. And what the County has  
7 basically said in the brief that it's filed, if  
8 you've read it, is, yeah, we made an error  
9 nineteen times, we're not going to make it the  
10 twentieth and last time. That's just wrong.

11 I say that to you because in the Slattery  
12 decision, the prior Planning Director, Mayte  
13 Santamaria's position was that the Ordinance 003-  
14 2015 clarified the definition of "lot" but did not  
15 change the definition of "lot."

16 Think about that. If there wasn't a change  
17 in the law, then the treatment to Unit 16 in Blue  
18 Harbor should be the same treatment that was  
19 afforded lots or Units 11 and 20. Same, identical  
20 legal descriptions but for their lot number. Same  
21 developed condominium. Same recognized property  
22 for forty years.

23 If it was a change in the law, which Mayte  
24 Santamaria says it wasn't and that was part of the  
25 decision, then clearly, you know, we'll have to

1 file the Bert Harris situation. But I'm saying to  
2 you that asserting that it was an error in  
3 application, which is what the County has said in  
4 its reply, means nineteen out of nineteen times,  
5 you can't not grant the last property owner within  
6 a condominium, which is distinguishable and  
7 therefore able to be ruled upon application wise  
8 by this Commission as separate and distinct from  
9 Slattery on its facts, should be treated  
10 differently.

11 The change, or a change, if there was a  
12 change in law, was not addressed in the LOU, even  
13 though we asked why the other properties were  
14 allowed to be built when ours wasn't. And again,  
15 what the answer was, basically, it was an error.  
16 Well, to deny this one when you granted it  
17 nineteen times in the past is an arbitrary and  
18 capricious application when there's been reliance  
19 to the detriment of this property owner based upon  
20 all of his neighbors being granted permits, every  
21 single one.

22 The County reviewed those applications of  
23 permits and granted them over forty years, and so  
24 I just can't see where you can treat this property  
25 any differently. So I say to you that it's an

1           inappropriate and inapplicable application of the  
2           ordinance to this property. This property, this  
3           condominium should have been recognized, it was  
4           recognized for forty years, it should be excluded  
5           from an interpretation that excludes one lot, one  
6           unit out of twenty, to say that the zoning doesn't  
7           allow the building to be built upon it.

8           One last argument is that if you don't agree  
9           that the interpretation of lot or buildable lot  
10          applies to a unit within a condominium, and then  
11          Mr. Stein had put up various of the definitions  
12          for you. One that he didn't put up was buildable  
13          parcel. And I'm going to make the suggestion to  
14          you that even though we believe that the unit  
15          under the condominium is distinguishable and  
16          buildable and you should rule that way, that a  
17          buildable parcel is another alternative. And that  
18          is because the definition of a buildable parcel  
19          does not require the definition of a buildable lot  
20          in the zoning.

21          And so this parcel, which is by definition a  
22          parcel of land which is any quantity of land  
23          capable of being described with such definiteness,  
24          which it is by survey that was recorded in 1977,  
25          that its location and boundaries may be

1 established, which is designated by its owner or  
2 developer, which it was, as land to be used and  
3 developed as a unit, which it was in the recorded  
4 declaration of condominium, or which is used or  
5 developed as a unit, all of which falls into what  
6 we have in this scenario.

7 So what I'm saying to you is that if you  
8 don't agree with my first instance that it should  
9 be built as a condominium unit which was  
10 recognized for forty years, then recognize it as a  
11 buildable parcel and allow this gentleman to go  
12 forward with his applications and building  
13 permits.

14 So we do, in conclusion, we do not believe  
15 that the application and interpretation of the  
16 ordinance as it applies to the preexisting  
17 condominium from 1977, was appropriately  
18 interpreted or applied, and that Elk Investments  
19 is simply requesting to be treated by the County  
20 equally to the treatment received by every single  
21 one of the adjacent property owners, and that it  
22 should not be deprived of its property rights  
23 granted by the County to every one of the other  
24 property owners. To deny it would be arbitrary  
25 and capricious when the County has in fact

1 recognized every one of the other parcels.

2 We do adhere to and incorporate all of the  
3 other arguments raised in our letters and our  
4 petition, and we just simply ask you to recognize  
5 this as a buildable parcel, and the application of  
6 the parcel to be treated as all others within the  
7 condominium were. Thank you. I'm sorry for the  
8 length.

9 CHAIR SCARPELLI: That's totally fine. Thank  
10 you very much.

11 Okay. Questions? Do we want to hear back  
12 from --

13 MR. HOWARD: Yeah, I'll briefly respond to  
14 some of the legal arguments that were raised,  
15 including the attempt to distinguish the facts in  
16 this case from those that were at issue in  
17 Slattery.

18 CHAIR SCARPELLI: Absolutely.

19 MR. WRIGHT: Before we move on, I would like  
20 to interpose a question, Mr. Lupino.

21 Have you had the opportunity to examine what  
22 degree of governmental review and approval was  
23 necessary for this plat, for this declaration of  
24 condo to be filed in 1977? It's my recollection  
25 that in those days, the Division of Condominiums

1 required a review, but I'm not sure if that  
2 included getting County approval, the local  
3 governmental entity, when a condominium  
4 declaration was filed.

5 MR. LUPINO: Thank you, Mr. Wright. I  
6 believe 100 percent that you are correct. At the  
7 time, in 1997, that a declaration of condominium,  
8 which was submitted to the State for purposes of  
9 the declaration of condominium or a condominium  
10 being approved by the Department of Condominiums  
11 and then recorded in the public records of the  
12 County was sufficient, in any county, to be  
13 recognized as a condominium at the time.

14 MR. WRIGHT: But you don't have any knowledge  
15 that the Division, when they reviewed and approved  
16 a condominium, made any inquiry of local  
17 governments concerning their compliance with their  
18 local land development regulations?

19 MR. LUPINO: No, sir. I do not.

20 MR. WRIGHT: Okay.

21 CHAIR SCARPELLI: Mr. Howard.

22 MR. HOWARD: Thank you. Yeah, I just wanted,  
23 because we looked on the alternative argument that  
24 -- can you guys hear me okay? I'm getting a --  
25 okay, great. Thank you. That the density is tied

1 to the definition of lot, not to parcel. It's  
2 very clear that it's one per lot, not parcel.

3 The definitions that we are considering today  
4 is lot, and that means a duly recorded lot as  
5 shown on a plat approved by the County. Also  
6 relevant is platted lot which means a lot that is  
7 identified on a plat that was approved by the  
8 Board of County Commissioners and duly recorded.  
9 I don't think that there is any dispute that this  
10 is a piece of property that is not, in fact, on a  
11 plat that has been approved by the County.

12 Now, the attempt to distinguish Slattery, the  
13 facts in that case from those in this case, are  
14 just simply unavailing. The zoning at issue in  
15 Slattery was, in fact, IS, and I readily  
16 acknowledge that in my brief. But the application  
17 of the definitions that are at issue here today do  
18 not turn on consideration of the property's  
19 zoning. We're just looking at whether the piece  
20 of property, regardless of zoning, is in fact a  
21 lot for density purposes under -- regardless of  
22 the zoning category.

23 I'm reading now from the Final Order that was  
24 issued by the hearing officer. There was another  
25 argument that it was distinguished because it came

1 to the hearing officer on constitutional issues.  
2 That's simply incorrect. The Slattery similarly  
3 sought development approval for their piece of  
4 property that ran into exactly the same problems  
5 that we're addressing here today.

6 In the final order it states, and I quote,  
7 "The County's Department of Planning Department  
8 determined that the subject property did not meet  
9 the definition of lot, and therefore did not meet  
10 the residential density requirements of the  
11 Improved Subdivision land use district in order to  
12 allow the proposed development of a dwelling  
13 unit." That is exactly the determination that the  
14 Department has made with respect to this property,  
15 even though this property is zoned -- is not zoned  
16 IS.

17 Now, the hearing officer went on to note that  
18 Tract A was -- Tract A was another tract at issue  
19 in Slattery, sort of very similar circumstances.  
20 Tract A was subsequently divided into forty-one  
21 parcels in the early 1970s that were never shown  
22 as lots or parcels on a plat, re-plat, or amended  
23 plat approved by the County and recorded by the  
24 Clerk of Court. Thus the parcels were created  
25 without County plat approval. Plat approval has

1           been required by the County's Land Development  
2           Regulations since 1963.

3           Now, as I said, we really have been here  
4           before. The arguments that were just made are  
5           precisely the same arguments that were made in the  
6           Slattery appeal before the Planning Commission,  
7           and the Planning Commission affirmed the exact  
8           same decision of the Department in Planning  
9           Commission Resolution P18-16. That was in fact  
10          the resolution that was affirmed by the hearing  
11          officer in the Slattery appeal.

12          You know, if an appellant does not prevail at  
13          the Planning Commission, they can then take an  
14          appeal to the Division of Administrative Hearings.  
15          So even though the Slatterys similarly made  
16          constitutional arguments, as noted by opposing  
17          counsel, the real issue was whether the Department  
18          was correct in finding that the property was not a  
19          lot.

20          Now, turning to some of the arguments that  
21          were raised, I would just first note again that  
22          the scope of review couldn't be any more clear.  
23          It's whether the Department correctly applied,  
24          interpreted and applied the Land Development Code.

1 Again, not the economic or the equitable impacts  
2 of that decision.

3 I understand that, you know, this applicant  
4 -- it is wonky. It's very wonky. And I do  
5 appreciate the circumstances that the applicant is  
6 in. Again, the Slatterys found themselves in  
7 precisely the same circumstances. And once they  
8 went through the appellate process, they were in  
9 fact able to negotiate. A resolution was made  
10 that resolved their circumstance. But that is  
11 not, this is not the process to be investigating  
12 opportunities by which, you know, this particular  
13 applicant can develop the property.

14 Furthermore, you know, there are a number of  
15 administrative remedies that are available to the  
16 applicant that have not been pursued. For  
17 instance, the applicant, if they truly believe  
18 that their property is rendered worthless by this  
19 decision, they can appeal for -- or, not appeal,  
20 but apply for a determination of beneficial use  
21 under the Land Development Code. No such  
22 application has been made. That process allows  
23 where the applicant argues that there's, you know,  
24 essentially an inordinate economic burden on the  
25 property. That process allows the County to

1       either relax the regulations as applied to that  
2       property, or to make an offer to purchase. We  
3       simply have not had that application, and it would  
4       be improper for this Commission to tread into that  
5       territory beyond its scope of review of this  
6       particular decision.

7               Similarly, the Land Development Code provides  
8       an opportunity for an individual to apply for a  
9       determination of vested rights, and we've heard a  
10      lot about equitable estoppel. Just to be clear,  
11      in Florida, those, the concept of vested rights  
12      and equitable estoppel are used interchangeably.  
13      One is related to case law, the other is related  
14      to constitutional law, but at the end of the day  
15      they are essentially the same thing. And the Land  
16      Development Code does allow a property owner to  
17      make an equitable estoppel/vested rights argument  
18      that is decided in proper course; but, again, such  
19      an application has not been made in this  
20      particular case.

21              Now I want to emphasize that the Department's  
22      decision and interpretation of the definition that  
23      it applied is entitled legally to deference. The  
24      only way that they could prevail against the  
25      Department's interpretation is if in fact this

1 Commission found that the interpretation is not  
2 within the range of possible permissible  
3 interpretations. Now, clearly, that finding  
4 cannot be made given the fact you have the  
5 Slattery decision that decided the very same  
6 interpretation and that interpretation was upheld.

7 And I would also argue, you know, we're not  
8 hearing anything about the Department misapplying  
9 the Land Development Code. These are all  
10 equitable, you know, an emotional appeal to this  
11 Commission as to the impact that this  
12 determination will have, but the Department simply  
13 applied the Land Development Code as it is  
14 currently written.

15 Now, I want to address very quickly the issue  
16 that the concept, that it does not apply in this  
17 case, because the subject property does not have  
18 different or more restrictive zoning than the  
19 other properties in the neighborhood. The zoning  
20 is the same. The development of a dwelling unit  
21 in this particular case with this particular  
22 property is restricted, not because of the zoning,  
23 but because of density.

24 Now, the Department has recognized that there  
25 are, in fact, other homes constructed in Tract A,

1 and it is the Department's decision that those  
2 approvals were in error. The error was also  
3 acknowledged in the Slattery appeal. You know,  
4 simply put, I mean, governments make mistakes, and  
5 the Planning Department very clearly made mistakes  
6 in Monroe County by approving properties for  
7 development that were not in fact lots, and  
8 therefore did not satisfy the density requirements  
9 under the Land Development Code.

10 Now, what the hearing officer found in the  
11 Slattery appeal is that a government is not  
12 legally required to carry a mistake or an error  
13 forward. In fact, it's horrible public policy to  
14 acknowledge that an error was made, and then carry  
15 it forward by and with respect to an applicant  
16 that argues, oh, but you approved all these other  
17 properties for development so carry the error  
18 forward in my case.

19 That is not a road that this Commission wants  
20 to go down, given the fact that you have a whole  
21 lot of parcels in this County that are not, you  
22 know, technically "lots" under the definition that  
23 is being applied.

24 So if this Commission makes the decision to  
25 carry the error forward to this applicant, then

1           how -- it's going to have to do the same with  
2           respect to anyone that appears before the  
3           Commission, and the County does not want to do  
4           that when you consider the inventory of parcels  
5           that would be at issue, the development pressures,  
6           the limited amounts of allocations that can be  
7           granted under ROGO, it would just be a nightmare.

8                     Now, speaking to equal protection, the lot  
9           definition that the Department applied to Elk  
10          Investments is, on its face, neutral. And there  
11          is simply no evidence that the County, in order  
12          for them to make an equal protection argument,  
13          they would have to establish that the County  
14          treated them differently with a discriminatory  
15          intent. There is simply no discriminatory intent  
16          that has been established here.

17                    Now, Elk Investments is not being singled out  
18          and treated differently from other similarly-  
19          situated property owners. The County, since  
20          Slattery, has applied the definition that was  
21          affirmed by the hearing officer with the Division  
22          of Administrative Hearings, it has applied that  
23          definition since that decision to every similarly-  
24          situated property owner. In order for them to  
25          prevail on an equal protection claim, they would

1 have to argue that, oh, but you allowed Joe, since  
2 the Slattery decision, to develop their property,  
3 and their property is not a lot, but not me.  
4 That's equal protection. That is not what is  
5 happening here.

6 With respect to the other homes in the  
7 neighborhood that were able to be developed, it's  
8 either because they have lots that are shown on a  
9 plat that has been approved by the County, or they  
10 developed those properties in a period of time  
11 that the County was making a mistake.

12 Now, going to the issue of equitable  
13 estoppel, the County's decision is not barred by  
14 the doctrine. In fact, that's not even an issue  
15 that is within the purview of this Commission to  
16 decide. That requires a very ad hoc factual  
17 inquiry on a number of elements that must be  
18 established for the doctrine to apply.

19 And furthermore, this same argument was made  
20 in the Slattery appeal and the special magistrate  
21 determined that estoppel did not preclude the  
22 Department from applying the definition that it is  
23 applying here today. And that determination was  
24 not based on the specific factual circumstances of  
25 the Slatterys, it is based on the circumstances

1 that apply with equal force here today.

2 Now, furthermore, I did previously recognize  
3 that they do have an administrative right to seek  
4 a determination of vested rights which would, in  
5 essence, be applying the doctrine of equitable  
6 estoppel, but they have not done so. Now, in the  
7 circuit court, the court has already ruled that an  
8 applicant cannot assert equitable estoppel against  
9 the County if that particular person has not  
10 pursued the administrative remedy that is  
11 available to them, and that remedy remains  
12 available to this applicant.

13 As far as Bert Harris, you know, there are a  
14 lot of defenses that the County would assert if in  
15 fact that claim was ever asserted against the  
16 County, but no litigation has been filed, and  
17 there is a lot that an owner has to establish in  
18 order to prevail with a Bert Harris claim. There  
19 has to be an appraisal that shows the impact of  
20 the regulation on the market value of the  
21 property, and simply, that information is not  
22 available to this Commission in order to decide  
23 that issue, and it's not even an issue that the  
24 Commission should decide. And furthermore, this  
25 Commission should really avoid making

1           interpretations of the Land Development Code based  
2           on threats of litigation. That would just simply  
3           also be a nightmare.

4           So, appreciate the wonky-ness of this and the  
5           position that the applicant is in, but that is not  
6           what the Commission needs to resolve today. That  
7           is -- those are all things that can be resolved,  
8           again, through an application for a vested rights  
9           determination, an application for determination of  
10          beneficial use, there could be various  
11          applications for a text amendment, things of that  
12          sort.

13          And in fact, you know, the Slatterys also  
14          argued that they had no recourse in their appeal  
15          and in fact, down the road, we were able to find a  
16          solution for them. But, again, this is not the  
17          appropriate forum to do that.

18          Based on the information that we have, the  
19          Department's interpretation of the LDC is in fact  
20          correct. I don't think we really heard that it  
21          wasn't. Again, I'd ask that the Commission affirm  
22          the Department's decision.

23                 CHAIR SCARPELLI: Thank you.

24                 MR. LUPINO: Mr. Chairman, may I very briefly  
25                 respond?

1 CHAIR SCARPELLI: Absolutely.

2 MR. LUPINO: Very briefly. I don't mean to  
3 go over anything else that has been beat to death  
4 at this point.

5 First of all, Slattery, so that you  
6 understand it, is different facts because, as  
7 pointed out by both of us now, you don't have in  
8 Slattery a condominium that preexisted and divided  
9 the property prior to 2015, or prior to, in fact,  
10 the URM zoning going into effect. That is a  
11 distinction that is a very big difference.

12 Secondly, in our request for the application  
13 for the LOU, we asked, if you're not going to  
14 allow it to be buildable based upon the zoning or  
15 the URM, one lot per -- or, one unit per lot, then  
16 tell us what other rights or what other means we  
17 would have to make it a buildable property. No  
18 response. There was nothing addressed in the LOU.

19 So when the LOU comes out, and this is  
20 important to what was raised by counsel, we have  
21 thirty days to file an appeal. You know that. We  
22 filed the appeal to preserve our rights. There  
23 was no other direction provided in the LOU as,  
24 well, you could do a vested rights or a beneficial  
25 use. Never raised in the LOU. So, to preserve

1 our rights, we are here today and will have to  
2 take whatever steps are necessary, if necessary  
3 after today. But the point being, we have to  
4 follow the time frames, and that is why we are  
5 here today.

6 We are saying, contrary to what counsel said,  
7 that there is a misapplication of the ordinance  
8 because the condo was filed of record, because the  
9 properties were divided in 1977, pre the zoning,  
10 pre the ordinance, and recognized in nineteen  
11 other cases, just not this last one. So we are  
12 saying there is a misapplication contrary to what  
13 counsel said. And the zoning treatment, the law  
14 on that is very simple, that when -- it's not that  
15 there's different zoning, it's the way you are  
16 treated within that zoning that is also applicable  
17 pursuant to case law. And we're saying we are  
18 treated differently than the other nineteen  
19 parcels. Thank you.

20 CHAIR SCARPELLI: Thank you. Emily, did you  
21 have anything you wanted to add?

22 MS. SCHEMPER: Yes, I should probably add a  
23 few things for the record.

24 First, I would have to say that condo  
25 subdivision is not something that is reviewed or

1 approved by the County. Staff doesn't look at it,  
2 the Board doesn't look at it, the Planning  
3 Commission does not look at it.

4 Plat approval, on the other hand, has a very  
5 specific process. It has to comply with Florida  
6 Statutes specifically for platting, but then also  
7 in our Code, it has a process. So staff reviews  
8 it, it goes to the Planning Commission, and then  
9 ultimately gets approved by the Board of County  
10 Commissioners as a plat. So that is a very  
11 specific process that this property did not  
12 undergo.

13 Starting with the 1986 Comprehensive Plan,  
14 URM zoning did require a buildable platted lot for  
15 development of a dwelling unit. That was carried  
16 forward into the 2010 Comprehensive Plan that was  
17 adopted in 1993. In 2003, Ordinance 041-2003 was  
18 adopted to update the density table in the Land  
19 Development Code, and it specifically was adopted  
20 to remove inconsistencies with the 2010  
21 Comprehensive Plan to clarify that the density for  
22 URM zoning was one per lot for a detached  
23 dwelling.

24 So that ordinance specifically stated that  
25 this is to remove inconsistencies with the

1 Comprehensive Plan. The Comprehensive Plan  
2 already included that requirement for a platted  
3 lot for URM zoning. I just wanted to make sure  
4 that was out there.

5 I did also want to address, there was a  
6 specific permit that was brought up on Shaw Drive  
7 that was stated to be an error. It was pointed  
8 out that that is a replacement home. Replacement  
9 homes are not errors that are repeated.

10 There is a specific provision in the  
11 Comprehensive Plan and in the Land Development  
12 Code. Policy 101.5.29, and Land Development Code  
13 Section 130-163 are for existing residential  
14 dwelling units. And it specifies that owners of  
15 land upon which a lawfully-established dwelling  
16 unit, mobile home or transient unit exists shall  
17 be entitled to one dwelling unit per each type of  
18 dwelling unit that existed before January of 1996.

19 So that is specifically stated in our  
20 Comprehensive Plan and our code that those are  
21 protected in their density. They are not  
22 considered nonconforming as to density. It's not  
23 considered a repeated error in application of the  
24 code. It's a specific provision.

25 So in this case, looking at this individual

1 lot, which is really what this is about, it's not  
2 about other properties, as Derek mentioned. It's  
3 not about, did we make a mistake here, did we make  
4 a mistake there. Right now, this is about, are we  
5 applying the code correctly. The code says it  
6 needs to be a platted lot. This property does not  
7 meet our definitions of a platted lot.

8 CHAIR SCARPELLI: Thank you.

9 MS. SCHEMPER: I think that's all I have,  
10 unless you have other questions.

11 CHAIR SCARPELLI: Yes, Commissioners?

12 MR. WRIGHT: I had a question.

13 CHAIR SCARPELLI: Yes, Tom.

14 MR. WRIGHT: For the County legal staff. Is  
15 the County estopped from denying that the other  
16 nineteen houses are on legal lots?

17 MR. HOWARD: I'm not -- I'm not sure that I  
18 understand the question.

19 MR. WRIGHT: All right. Let's say one of the  
20 property owners on the nineteen condominium units  
21 that have received building permits for single-  
22 family homes, let's say one of them comes to the  
23 County and wants to build an addition. Would the  
24 County grant that permit and treat it as if it was  
25 a legally situated lot?

1           MR. HOWARD: Under equitable estoppel, the  
2 County would be likely required to treat it as a  
3 legally buildable lot because that property owner  
4 has received a specific development approval from  
5 the Department. The doctrine of equitable  
6 estoppel is very clear that representation -- that  
7 in order for you to establish estoppel, you have  
8 to receive a direct representation on which you  
9 relied from the County. Now, in those cases, they  
10 clearly received representations from the County  
11 in the form of development permits. So, yes, I  
12 would argue that they would, the County would be  
13 estopped from arguing that their houses were not  
14 legally, lawfully built.

15           The distinction is, in this case, the  
16 applicant has never received a direct  
17 representation from the County that this lot or  
18 this parcel could be developed. Now, they bring  
19 up a lot of representations that were made by the  
20 seller in the warranty deed and in the private  
21 transaction component. But the fact of the matter  
22 is the County does not monitor private legal  
23 transactions, and cannot, should not and does not  
24 ensure representations by third parties to an  
25 applicant.

1           COMMISSIONER RITZ: Just to follow up on  
2 that, I understood the applicant to say the County  
3 property tax treated this as a buildable vacant  
4 lot; is that true? I'm sorry?

5           MR. LUPINO: What I said was that on the  
6 records, it shows it as a vacant, residential lot.  
7 It doesn't say, in the document, "buildable."

8           COMMISSIONER RITZ: Buildable. A vacant,  
9 residential lot.

10          MR. LUPINO: Correct.

11          COMMISSIONER RITZ: Thank you. And that they  
12 were charged an assessment for the sewer?

13          MR. LUPINO: I believe so.

14          COMMISSIONER RITZ: And did I hear something  
15 about garbage service?

16          MR. LUPINO: I didn't say garbage, I said for  
17 utilities.

18          COMMISSIONER RITZ: Utilities.

19          MR. LUPINO: And taxes.

20          COMMISSIONER RITZ: And a fence permit?

21          MR. LUPINO: Fence permit which was issued in  
22 2006.

23          COMMISSIONER RITZ: So it sounds like the  
24 County was treating it as a -- as something. I'm  
25 not sure if you would say a vacant lot but

1 certainly, they were treating it as a lot in a  
2 variety of different departments.

3 MR. HOWARD: This comes up quite often.  
4 Applicants, you know, make the argument that  
5 they've paid taxes on the property as though it  
6 were buildable. The fact of the matter is that  
7 the law is very clear that, you know, the actions  
8 of one independent constitutional office cannot  
9 establish estoppel against another agency. In  
10 this case, whatever the Monroe County tax office,  
11 however the assess this property is not charged  
12 against the Department.

13 As far as the fence permit, I'm not -- I'll  
14 have Emily speak to that a little more  
15 specifically in terms of what the review process  
16 is for a fence permit. But my understanding is  
17 that is not, you know, in granting a fence permit,  
18 that's not an acknowledgment that in fact the  
19 property has density for the construction of a  
20 single-family home. There might be a variety of  
21 reasons why a person might want a fence other than  
22 to go around, you know, a house that they may  
23 intend to build down the road.

24 MS. SCHEMPER: Correct, Derek. Actually,  
25 there's a provision in our code that specifically

1 allows fences on vacant lots if it's needed for  
2 security purposes. I'm not familiar with the  
3 specifics of this fence but if it was built with a  
4 permit, it could have been for that reason, or it  
5 could have been that it was owned by the  
6 neighboring property. Again, I haven't looked  
7 into the specifics because it wasn't actually  
8 relevant to this determination.

9 COMMISSIONER RITZ: And, Emily, while I've  
10 got you, they presented Slide 24, apparently from  
11 your office, saying, "In order for Elk Investments  
12 to possibly succeed in an equal protection  
13 argument, it must necessarily show at least one  
14 instance" -- so is a -- maybe I'm asking the wrong  
15 person. Is an equal protection argument  
16 allowable? And if it's no allowable, why did we  
17 ask? But if it is allowable, then we should be  
18 considering that?

19 MS. SCHEMPER: So, I believe that's actually  
20 from Derek's brief, and I believe that's a totally  
21 separate process. That's not a subject matter of  
22 today.

23 MR. HOWARD: Yeah, that is correct. I  
24 acknowledged in the brief that equal protection is  
25 not an argument within the scope of review of this

1 Commission but this relates back to -- then I  
2 addressed very briefly the merits of an equal  
3 protection argument. And, as Emily has already  
4 explained, the example that they cited was in  
5 fact, you know, it can't be used to establish that  
6 they were similarly situated because that  
7 particular property that they cited was already  
8 developed and it was a rebuild.

9 COMMISSIONER RITZ: So I just wanted to make  
10 sure that I was able -- that we're not supposed to  
11 consider that. And you say we're not supposed to  
12 consider fairness, either, because the other  
13 nineteen units that are there that were similarly  
14 situated, if they get knocked down, they can all

th

15 be rebuilt. But the twentie unit can't be built  
16 because it never had a permit to begin with. The  
17 other nineteen received permits in error, and so  
18 they can be rebuilt if destroyed because of their  
19 vested rights or some, some purpose.

20 MR. HOWARD: That's right.

21 MS. SCHEMPER: And I would not even go so far  
22 as to say right now, definitely, that those were  
23 all issued in error. We have not investigated  
24 every single parcel in that area. I don't know  
25 the specifics of every single parcel. I know

1 many, many, many of them were built a very long  
2 time ago and it's just, it's really not relevant  
3 for the decision today.

4 So all that -- all I can do is look at a  
5 parcel, look at the code, see if it meets the  
6 requirements of the code that is in place today,  
7 and say yes or no. So, in this case, it does not  
8 meet the definition required for the density  
9 standard. Therefore, the answer is no.

10 COMMISSIONER RITZ: Do you happen to know if  
11 these nineteen or twenty units were counted  
12 towards ROGO? Are they included in our ROGO  
13 count, or is it just one unit counted toward our  
14 ROGO count?

15 MS. SCHEMPER: I do not know for sure. It  
16 would depend on when they were established. We  
17 don't have a record of every single property. You  
18 know, there's not a list of every single home that  
19 was counted in that ROGO count. But if they were  
20 built prior to the initiation of ROGO and were  
21 lawfully established at that time, then they would  
22 be considered exempt from ROGO.

23 COMMISSIONER RITZ: Same thing with the Shaw  
24 Drive property? It would be interesting to know  
25 if when ROGO was created, that whole Shaw Drive

1 was counted as one unit, and this whole Blue  
2 Harbor Club was counted as one unit, when in  
3 reality there's lots and lots of homes in both of  
4 those.

5 MS. SCHEMPER: I don't know the answer to  
6 that, but it doesn't actually change whether they  
7 meet the definitions.

8 COMMISSIONER RITZ: And finally, he starts  
9 out saying the LOU should generally take thirty to  
10 forty-five days, and it took 102 days. Was there  
11 a good reason for that?

12 MS. SCHEMPER: This LOU does have a  
13 complicated history. Once again, this is not  
14 relevant to the decision today, but there is a  
15 complicated history. It has to do with some  
16 communication issues, with e-mail addresses, et  
17 cetera, as well, so.

18 MR. HOWARD: And there's a pandemic.

19 MR. WRIGHT: I have a question. Emily, you  
20 just stated that you're not sure that -- you think  
21 that some of the building permits for single-  
22 family homes in this condominium were properly  
23 issued and were not issued in error? Did you say  
24 -- did I understand you correctly?

25 MS. SCHEMPER: I did not say that. I said,

1 we have not analyzed all of these properties so I  
2 cannot say definitively that they were all issued  
3 in error because --

4 MR. WRIGHT: But if some were not issued in  
5 error, wouldn't that be a concession by the County  
6 that this condominium set up legally permissible  
7 building sites?

8 MS. SCHEMPER: With all due respect,  
9 Mr. Wolfe [sic], I don't think that's the issue at  
10 hand today. The issue is does it meet the Land  
11 Development Code and the Comprehensive Plan of  
12 today, and it does not.

13 MR. MORRIS: Yeah, if I can just, just  
14 intercede for a moment. I think we're getting  
15 kind of afield of -- the parties have furnished  
16 their cases in chief and, you know, I think the  
17 adversarial ingredients of the real parties in  
18 interest are, I think, solely represented by  
19 Mr. Lupino and Mr. Howard. So unless there are  
20 anymore questions as to the merits arguments that  
21 have been offered by counsel for either side, I  
22 think that the cases have been submitted into the  
23 record and these sort of, these colloquies that  
24 would, I think, be more appropriate for this panel  
25 to make, if they so elected to, I don't believe

1 that they're proper. So I think that the case has  
2 been submitted and the panel should proceed for  
3 decision.

4 MR. LUPINO: Mr. Ritz, I just wanted to  
5 clarify -- me. Mr. Ritz, I just wanted to clarify  
6 that the fence permit was issued to our client and  
7 was not a part of any other property.

8 COMMISSIONER RITZ: Thank you.

9 MR. WRIGHT: And I'll just state for the  
10 record, I disagree with the County's position. I  
11 think these inquiries are totally appropriate to  
12 this type of issue.

13 COMMISSIONER RITZ: Thank you. And,  
14 Mr. Chairman, I'll just wrap it up. I don't think  
15 that Slattery applies. I see significant  
16 differences between a condominium where you have  
17 nineteen built and one left versus Slattery. It  
18 doesn't seem that similar to me. It seems  
19 dissimilar, as a matter of fact. And --

20 MR. HOWARD: Well, I would actually point out  
21 that there were -- the Slatterys were also one of  
22 the last men standing in that particular  
23 neighborhood as well. They made the same argument  
24 that you've got all these -- you've approved all  
25 of our neighbors for permits. So it's not

1 dissimilar in that respect.

2 MR. LUPINO: In Slattery, there were eleven  
3 other vacant lots available, not just one.

4 COMMISSIONER RITZ: I was really  
5 concentrating on the condominium versus single-  
6 family homes, but because I view condominiums as a  
7 slightly different animal. But anyway, that, that  
8 pretty much wraps up.

9 CHAIR SCARPELLI: That sounds great. All  
10 right. Ron was first.

11 COMMISSIONER DEMES: Yeah. I must say,  
12 Mr. Lupino, that was a compelling argument. I do  
13 find this particular issue, this agenda item,  
14 extremely critical for the future in the County  
15 because I have been involved in many cases with  
16 death by a thousand cuts, as George knows that  
17 I've been before the Commission many times, to get  
18 slashed, and I've seen the County in one  
19 particularly huge property that the County has  
20 charged taxes for, for years, I've even argued  
21 that it doesn't, the County doesn't own it. And,  
22 of course, that's at a federal court.

23 But it's unfortunate these things happen, but  
24 I'm hearing Mr. Howard. If I understand you  
25 correctly, you stand firmly on Section 6 of your

1           brief, that nothing has changed. And that in  
2           listening to the points I wrote down with the  
3           fence, and understand how you can get a fence  
4           permit for something other than thinking or  
5           anticipating that a house will be built, but  
6           surely I've seen them go up for security reasons,  
7           including expensive illegal dumping on properties.  
8           I hear Mr. Howard say that the site and alleged  
9           illegal reverse spot zoning does not apply in this  
10          case, and not something that we would deal with as  
11          a Commission. As well as, we talked about not  
12          applying the standard uniformly, that that really  
13          doesn't come into play as far as our County  
14          Attorney, Mr. Howard. As well as the equal  
15          protection rights under the law is not something  
16          that we are dealing with.

17                 And I think that it seems very unfortunate  
18                 from a very common, hey, look at what happened  
19                 nineteen times. It's unfortunate but at the same  
20                 time, I have to look beyond this. What this, what  
21                 this type of rationale, if you've gotten -- if you  
22                 shoot ten people and you get away with it, can you  
23                 shoot an eleventh? Or, in the cases of some of  
24                 these areas in especially the Lower Keys, by  
25                 continuing to look at the transgressions and

1           oversights and interpretations of the past, what  
2           that means to the future is not good.

3           So, unfortunately, I don't -- I can't find in  
4           favor of this. But at the same time, the  
5           administrative relief that Mr. Howard brought up  
6           and maybe some others is something that I truly  
7           hope that are investigated. But, face value, you  
8           look at this, you look at the sites, you look at  
9           the argument, it's an extreme -- another case of  
10          an unfortunate set of circumstances. So that's  
11          all I've got to say, but thanks Mr. Howard, thank  
12          you, Mr. Lupino. Great argument.

13          COMMISSIONER WIATT: All right. So Slattery  
14          came in front of the Commission in July of 2016,  
15          and I got to tell you, this is deja vu all over  
16          again for me. I hear the argument about the  
17          zoning but really, as it applies to this, it's  
18          moot to me. I mean, it's one dwelling per lot,  
19          IS, URM, pick one.

20          In 2016, unanimous vote against the  
21          appellant, it was mainly based on definitions and  
22          the wording of those definitions. So I would ask  
23          everybody to turn to page six of ten from the  
24          staff's discussion, staff's report. And in line  
25          item 121, buildable lot, it says, "A duly recorded

1 lot as shown on a plat approved by the County."  
2 Approved by the County. Lot, definition. "A duly  
3 recorded lot as shown on a plat approved by the  
4 County." Down line item 132, platted lot. "A lot  
5 that is identified on a plat that was approved by  
6 the Board of County Commissioners."

7 The County hasn't approved this lot as a  
8 buildable lot, as a lot, or as platted. I mean,  
9 it just hasn't. Now, we could talk about  
10 interpretation but man, this wording is pretty  
11 tight. And I remember that we talked a little bit  
12 about the idea of some interpretation because  
13 everybody then kind of wanted to, you know, be the  
14 provider of some level of relief because there is  
15 an element of unfairness here. But the language  
16 is so -- well, there's just no ambiguity to the  
17 language. It's approved by the County, approved  
18 by the County, approved by the County. And here  
19 we have the County saying, we didn't approve it,  
20 we don't want it, we haven't approved the building  
21 permit. I mean --

22 COMMISSIONER RITZ: Could I ask a question?

23 COMMISSIONER WIATT: Yeah, go ahead.

24 COMMISSIONER RITZ: So do you see any  
25 distinction between formally approving it, as you

1           said --

2           COMMISSIONER WIATT: Right.

3           COMMISSIONER RITZ: -- versus the County  
4           treating it as if they approved it?

5           COMMISSIONER WIATT: Well, you know, I guess  
6           I'll answer that question with the fact that when  
7           it left the appeal in front of us, it went to an  
8           administrative law judge who agreed with us. So I  
9           -- you know, I mean, our decision again was mainly  
10          based, if not completely based, on definitions.  
11          And the fact that our decision was upheld by the  
12          administrative law judge, I think, stands for  
13          itself.

14          I mean, I -- back then, we talked about the  
15          idea of maybe the appellant getting some sort of  
16          relief through trying to change the regulation,  
17          trying to change the wording of the regulation,  
18          because it just didn't look like we had any wiggle  
19          room, because the definitions are simple and  
20          clear. And, to me, that's where we are again  
21          today and I'm not saying it's a fortunate thing.  
22          I think it's an unfortunate thing. But I just  
23          don't see that we have any -- again, I don't see  
24          that we have any wiggle room here. I see  
25          virtually no difference between this and Slattery.

1 I really don't. And, you know, again, that's just  
2 kind of the unfortunate situation.

3 CHAIR SCARPELLI: George, have you got  
4 questions?

5 COMMISSIONER NEUGENT: First of all, I want  
6 to apologize to Ron for delivering some of those  
7 battle injuries. But now, as a junior Planning  
8 Commissioner here, I see things a little  
9 differently now, especially when this very complex  
10 situation comes before us.

11 And I think Mr. Lupino has made at least a  
12 plausible argument, if not a compelling point of  
13 this, and I see this more, as I think Mr. Ritz  
14 said, as a condominium issue as opposed to platted  
15 lots. And, I think it would be extremely  
16 important to know whether this was treated as one  
17 unit as opposed to twenty units. And that being  
18 the case, I think that then, for me, it makes it a  
19 compelling reason. And whether all those issues  
20 are astray and not before us today, then why is  
21 this before us today?

22 And so, and I appreciate the comments of the  
23 senior members of this Commission but again, I  
24 think, at the very least, Mr. Lupino makes a very  
25 plausible cause for this case.

1 CHAIR SCARPELLI: I had a question, Emily.  
2 When was platting required? When did that become  
3 established in the County?

4 MR. HOWARD: I can answer that directly from  
5 the Slattery final order. It says, "Plat approval  
6 has been required by the County's Land Development  
7 Regulations since 1963."

8 Now, again, in that order, the hearing  
9 officer did not find it relevant whether the  
10 subdivision was by one document or another. The  
11 decision turned on the fact that the subdivision  
12 that was on the Slatterys, including the  
13 subdivision that was done here by way of a  
14 condominium declaration, the County did not  
15 approve those things.

16 CHAIR SCARPELLI: That's why I was asking, is  
17 why didn't this condominium go and, hey, subdivide  
18 this land, here you go, in 1977. Because they had  
19 the -- physically, they were required to.

20 MR. HOWARD: They were required to since  
21 1963.

22 CHAIR SCARPELLI: And that's what I was  
23 asking. Thank you.

24 You know, it's -- I feel like this is an  
25 unfortunate situation. I feel like I heard it

1 when we had those IS lots, it was the same, same  
2 problem. And unfortunately, it's in the code how  
3 it's written, and that's what we're here to  
4 approve or deny with, is do we agree with Emily  
5 that she interpreted the code correctly, or do we  
6 say the code was misinterpreted as it is currently  
7 written.

8 And I would also be curious to know how many  
9 of those nineteen units that are there have been  
10 there since 1977. If they were already there,  
11 then technically, they are or they have the  
12 density just from being there prior to 1986,  
13 correct? Emily?

14 MS. SCHEMPER: If the other --

15 CHAIR SCARPELLI: If the units, if a house  
16 was there before 1986, it automatically gets  
17 density from being there, correct?

18 MS. SCHEMPER: If it was there, it's a  
19 different date. Let me find that for you. The  
20 provision in the Comp Plan and the code for  
21 existing residential dwelling units uses the date  
22 of January 4, 1996.

23 CHAIR SCARPELLI: Okay.

24 MS. SCHEMPER: "Such lawfully established  
25 dwelling units, if they were permitted, shall not

1 be considered nonconforming as to density."

2 MR. WRIGHT: That's part of the reason I  
3 asked the question of staff that I did. I wanted  
4 to get it on the record that the County's not  
5 taking any adverse action on the other nineteen  
6 owners that have received permits. So the outcome  
7 of this shouldn't have any bearing on those  
8 nineteen homes that were built.

9 CHAIR SCARPELLI: Right. But this is --  
10 we're talking about a piece of land that was  
11 vacant prior to those actions, that has always  
12 been vacant.

13 MR. WRIGHT: Yes, absolutely.

14 CHAIR SCARPELLI: Since 1977 it's been  
15 vacant. From all records shown to us today,  
16 there's never been a unit on this, on this  
17 property. So therefore, it's virgin, virgin soil.

18 COMMISSIONER RITZ: Unless the County counted  
19 it in 1992 as a ROGO unit. I lived on Shaw Drive  
20 in 1992 and I know the homes that were there in  
21 1992, and I'd be shocked if the County didn't  
22 count all those homes on Shaw Drive towards ROGO,  
23 just like I'd be shocked if they didn't count  
24 these condominium units towards, in their ROGO  
25 counts. They might have. They might have missed

1 it. It's possible.

2 MS. SCHEMPER: But whether they're counted or  
3 not, if they were established with a building  
4 permit, the County recognizes them as existing  
5 units, they are not nonconforming to density. We  
6 approve permits then for improvements,  
7 replacements, additions, et cetera. They're not,  
8 to answer Mr. Wright, they are not affected by  
9 this decision today for this individual parcel.

10 MR. WRIGHT: That's what I was pointing out  
11 to the board, yes.

12 CHAIR SCARPELLI: Yes.

13 MS. SCHEMPER: Correct. But in terms of  
14 being counted in ROGO, whether they were counted  
15 in ROGO or not, whether we can definitively say  
16 that someone counted those individual homes that  
17 were existing, not vacant lots but homes, if a  
18 home was built with a building permit, then we  
19 recognize it as a lawfully established unit and  
20 allow improvements, replacements, et cetera. And  
21 that's specifically per the Comp Plan and code.  
22 It's written into the Comp Plan and code. It's  
23 not an interpretation or a, you know, something we  
24 just give out.

25 COMMISSIONER RITZ: So I apologize, I'm not

1 communicating well. So my logic was if you had a  
2 neighborhood like Shaw Drive, you had a  
3 condominium like Blue Harbor, and there were a  
4 bunch of vacant lots and a bunch of built homes,  
5 my guess is the County, in Blue Harbor's case,  
6 probably counted that as twenty ROGO  
7 possibilities. And on Shaw Drive, whatever Shaw  
8 Drive had. Let's just say they had fifty. That  
9 was fifty. So that was counted toward the big  
10 count when we're trying to subdivide, you know,  
11 what's the maximum build out.

12 CHAIR SCARPELLI: So ROGO was established via  
13 the Property Appraiser's parcel cut up of a piece  
14 of land?

15 COMMISSIONER RITZ: I actually don't know how  
16 they -- I think they looked at all sorts of things  
17 to count, to try to figure out what the real count  
18 was.

19 COMMISSIONER NEUGENT: Yeah, they had mobile  
20 home parks.

21 CHAIR SCARPELLI: Exactly. That's what I'm  
22 saying, so.

23 COMMISSIONER NEUGENT: They got all their  
24 density in there. Each one goes for a market-rate  
25 unit.

1           COMMISSIONER RITZ: Yeah. So they didn't  
2 just say that's just one lot and one unit. If it  
3 was a mobile home park, there was --

4           CHAIR SCARPELLI: You're saying -- right.

5           COMMISSIONER RITZ: So the reason I say this  
6 is getting back to this gray area whether the  
7 County approved it as a lot. So, you know, and I  
8 know we're not here as a vested rights, and it  
9 appears that vested rights would be a slam dunk,  
10 right?

11          CHAIR SCARPELLI: Yeah, we wouldn't even -- I  
12 mean, we --

13          COMMISSIONER RITZ: If it walks like a duck,  
14 looks like a duck, you know it's a duck.

15          CHAIR SCARPELLI: Exactly. And that's --

16          COMMISSIONER RITZ: So I appreciate the  
17 distinction we're trying to make here. And it  
18 kills me we're not allowed to consider fairness.  
19 I mean, why do we even have a Board if we're not  
20 allowed to consider fairness?

21          CHAIR SCARPELLI: I would say, you know, it's  
22 about what we're, what -- we have to look at what  
23 we're actually supposed to be ruling on, I think,  
24 is what it really comes down to. And that's, I  
25 think, unfortunately, as being a body as we are,

1 we need to, you know, take emotions out of it as  
2 much as we can and make a fair assessment of the  
3 situation, not only to the residents of this  
4 County, but also the County itself. Like Ron's  
5 saying, you know, if you don't want to -- you  
6 don't want to eleventh guy if you don't have to.

7 COMMISSIONER RITZ: When there's only eleven.

8 CHAIR SCARPELLI: When there's eleven,  
9 exactly.

10 COMMISSIONER RITZ: That's the difference.

11 CHAIR SCARPELLI: I don't -- if we've all had  
12 discussion, I'm willing to hear motions.

13 COMMISSIONER DEMES: I make a motion to  
14 uphold the recommendation of staff.

15 CHAIR SCARPELLI: Okay. Do I have a second?

16 COMMISSIONER WIATT: Of the Planning  
17 Director.

18 COMMISSIONER DEMES: Planning Director, yes.

19 COMMISSIONER WIATT: Second.

20 CHAIR SCARPELLI: Okay. Ilze, let's take the  
21 roll.

22 MS. AGUILA: Commissioner Demes.

23 COMMISSIONER DEMES: Yes.

24 MS. AGUILA: Commissioner Wiatt.

25 COMMISSIONER WIATT: Yes.

1 MS. AGUILA: Commissioner Neugent.

2 COMMISSIONER NEUGENT: No.

3 MS. AGUILA: Commissioner Ritz.

4 COMMISSIONER RITZ: No.

5 MS. AGUILA: Chair Scarpelli.

6 CHAIR SCARPELLI: Yes.

7 MR. LUPINO: Thank you very much.

8 CHAIR SCARPELLI: No problem. Good luck with  
9 the -- we have a couple other avenues for you, so.

10 MR. LUPINO: We'll be pursuing them. Thank  
11 you all.

12 CHAIR SCARPELLI: Thank you.

13 COMMISSIONER NEUGENT: Thanks, Jim.

14 MR. LUPINO: Hopefully, I won't have to see  
15 you again.

16 CHAIR SCARPELLI: If you do, you have great  
17 arguments. I appreciate that. Thank you.

18 (Agenda Item No. 2 was concluded at 11:46 a.m.)

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3 CERTIFICATE OF REPORTER

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EXISTING TEXT OF LAND  
DEVELOPMENT CODE AND PROPOSED  
AMENDMENTS

## Sec. 130-157. Maximum Permanent Residential Density and Minimum Required Open Space.

The maximum permanent residential density for those uses permitted by this chapter and minimum required open space shall be in accordance with the following table:

Maximum Permanent Residential Density and Minimum Open Space			
Land Use District	Allocated Density <sup>(a)(b)</sup> DU/Gross Acre of Upland	Maximum Net Density <sup>(a)(b)(c)</sup> DU/Buildable Acre	Minimum Open Space Ratio <sup>(d)</sup>
Airport (AD)	0	N/A	0.20
Commercial 1 (C1)	0	N/A	0.20
Commercial 2 (C2)	0	N/A	0.20
Commercial Fishing Area (CFA)	3	12 <sup>(e)</sup>	0.20
Commercial Fishing Special District (CFSD)	CFSD-20: 1 <sup>(f)</sup> Other CFSDs: 3	CFSD-20: N/A Other CFSDs: 12 <sup>(e)</sup>	0.20
Commercial Fishing Village (CFV)	1/lot	N/A	0.20
Conservation (CD)	0	N/A	0.90
Destination Resort (DR)	1.0	18.0 <sup>(e)</sup>	0.20
Improved Subdivision (IS)	1/lot, or 1/pre-1986 parcel <sup>(g)</sup>	0	0.20
Improved Subdivision—Duplex (IS-D)	2/lot	0	0.20
Industrial (I)	1.0	2.0	0.20
Mainland Native Area (MN)	0.01	N/A	0.99 <sup>(h)</sup>
Maritime Industries (MI) <sup>(i)</sup>	1.0	2.0 <sup>(e)</sup>	0.20
Military Facilities (MF)	6.0	12.0	0.20
Mixed Use (MU)	1.0	12.0 <sup>(e)</sup>	0.20
Native Area (NA)	0.25	N/A	0.95 <sup>(d)</sup>
Offshore Island (OS)	0.1	N/A	0.95
Park and Refuge (PR)	0	N/A	0.90
Preservation (P)	0	N/A	1.00
Recreational Vehicle (RV)	0 <sup>(j)</sup>	N/A	0.20
Sparsely Settled Residential (SS)	0.5	N/A	0.80
Suburban Commercial (SC)	3.0	TDRs: 6.0 <sup>(e)</sup> Affordable: 18.0 <sup>(e)</sup>	0.20
Suburban Residential (SR)	0.5	5.0 or 1/lot <sup>(k)</sup>	0.50
Suburban Residential (Limited) (SR-L)	0.5	3.0	0.50
Urban Commercial (UC)	6.0	12.0 <sup>(e)</sup>	0.20
Urban Residential (UR)	6.0	TDRs: 12.0 Affordable: 25.0 <sup>(l)</sup>	0.20
Urban Residential—Mobile Home (URM):	1/lot	N/A	0.20
Mobile Home Parks per Section 101-1	5.0	7.0	0.20
Urban Residential Mobile Home—	1/lot	N/A	0.20

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Limited (URM-L)			
(a) The allocated densities for submerged lands, salt ponds, freshwater ponds, and mangroves shall be 0 and the maximum net density bonuses shall not be available.			
(b) Vessels, including live-aboard vessels or associated wet slips, are not considered dwelling units and do not count when calculating density.			
(c) Maximum Net Density is the maximum density allowable with the use of the TDRs, or for qualifying affordable housing development. TDRs can be utilized to attain the density between the allocated density standard up to the maximum net density standard. Deed restricted affordable dwelling units may be built up to the maximum net density without the use of TDRs. "N/A" means that maximum net density bonuses shall not be available. Buildable acres means the portion of a parcel of land that is developable and is not required open space.			
(d) Additional open space requirements may apply based on environmental protection criteria - see additional open space ratios in Chapter 118. In accordance with section 101-2(1), the most restrictive of these ratios applies.			
(e) For properties consisting of hammocks, pinelands or disturbed wetlands within the Mixed Use/ Commercial and Mixed Use/ Commercial Fishing future land use categories, the maximum net density bonuses shall not be available.			
(f) Per Policy 101.5.25, the allocated density for the CFSD-20 land use district (Little Torch Key) shall be 1 dwelling unit per acre, or 1 dwelling unit per parcel for those parcels existing as of September 15, 1986, whichever is less, and the maximum net density bonuses shall not be available. Residential density shall be allowed in addition to the permitted nonresidential uses and intensity (i.e., density and intensity shall not be counted cumulatively).			
(g) Within the IS zoning district, the allocated density shall be 1 dwelling unit per parcel for parcels that meet all of the following conditions:			
1) The parcel boundaries must have been established in their current configuration prior to September 15, 1986, except for de minimis changes (no more than 10% of the parcel's area) to the parcel boundaries made after September 15, 1986, but prior to August 12, 1992, which did not create another buildable parcel.			
2) The applicant must provide sufficient evidence that the parcel boundaries were established before September 15, 1986 (such as one or more of the following: boundary survey, deed, etc.);			
3) The parcel may not be identified for any other use or purpose on a plat (e.g., "park," "common area," etc.);			
4) The subject parcel may not be a fractional portion of a platted lot;			
5) The subject parcel must have a minimum of 2,000 sf of upland that is not reserved as an access easement or designated purpose other than residential use;			
6) The parcel must have a Tier designation of Tier III;			
7) The subject parcel must include all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, etc., except paved roads); and			
8) The subject parcel must comply with Policy 301.2.5 of the Comprehensive Plan regarding legal access.			
(h) The minimum open space ratio for the MN zoning district is 0.99 for permanent residential uses. For campground and nonresidential uses within the MN zoning district, the minimum open space ratio is 0.95, as shown in the density and intensity tables in Sections 130-162 and 130-164.			
(i) A mixture of uses shall be maintained for parcels designated as MI zoning district that are within the MC future land use category. Working waterfront and water dependent uses, such as marina, fish house/market, boat repair, boat building, boat storage, or other similar uses, shall comprise a minimum of 35% of the upland area of the property, adjacent to the shoreline, pursuant to Policy 101.5.6 of the Comprehensive Plan.			
(j) Per Section 130-92(a)(4), in the RV zoning district, commercial apartments shall be the only permanent residential use allowed, not to exceed 10% of total RV spaces allowed or in existence on the site, whichever is less.			
(k) Within the SR zoning district, the maximum net density for platted lots of less than 0.40 gross acres shall be 1 dwelling unit per platted lot, provided all of the following conditions are met:			
1) The parcel must be one full platted lot shown on a plat approved by the County and duly recorded prior to January 2, 1996;			
2) The platted lot may not be identified for any other use or purpose on the plat (e.g., "park," "common area," etc.);			

---

3) The platted lot must have a Tier designation of Tier III;
4) Notwithstanding Section 130-160, the maximum net density may only be reached with the transfer of one (1) full TDR to the SR lot, regardless of the size of the lot and the allocated density assigned to it;
5) The TDR must meet all requirements and procedures specified in Section 130-160;
6) TDRs under this provision may not be transferred into noise zones of 65 DNL or greater; and
7) The subject parcel must comply with Policy 301.2.5 of the Comprehensive Plan regarding legal access.
(l) Density increase above the max net density provided may be permitted for a property within a site specific policy subarea under Goal 111 of the Comprehensive Plan.

( Ord. No. 006-2016 , § 1(Exh. 1), 4-13-2016; Ord. No. 005-2017 , § 1, 5-17-2017; Ord. No. 042-2019 , § 1, 10-16-2019; Ord. No. 003-2020 , § 1, 1-22-2020, eff. 6-3-2020)

**PROPOSED**

**Sec. 130-157. Maximum Permanent Residential Density and Minimum Required Open Space.**

The maximum permanent residential density for those uses permitted by this chapter and minimum required open space shall be in accordance with the following table:

Maximum Permanent Residential Density and Minimum Open Space			
Land Use District	Allocated Density <sup>(a)(b)</sup> DU/Gross Acre of Upland	Maximum Net Density <sup>(a)(b)(c)</sup> DU/Buildable Acre	Minimum Open Space Ratio <sup>(d)</sup>
Airport (AD)	0	N/A	0.20
Commercial 1 (C1)	0	N/A	0.20
Commercial 2 (C2)	0	N/A	0.20
Commercial Fishing Area (CFA)	3	12 <sup>(e)</sup>	0.20
Commercial Fishing Special District (CFSD)	CFSD-20: 1 <sup>(f)</sup> Other CFSDs: 3	CFSD-20: N/A Other CFSDs: 12 <sup>(e)</sup>	0.20
Commercial Fishing Village (CFV)	1/lot	N/A	0.20
Conservation (CD)	0	N/A	0.90
Destination Resort (DR)	1.0	18.0 <sup>(e)</sup>	0.20
Improved Subdivision (IS)	1/lot, or 1/pre-1986 parcel <sup>(g)</sup>	0	0.20
Improved Subdivision—Duplex (IS-D)	2/lot	0	0.20
Industrial (I)	1.0	2.0	0.20
Mainland Native Area (MN)	0.01	N/A	0.99 <sup>(h)</sup>
Maritime Industries (MI) <sup>(i)</sup>	1.0	2.0 <sup>(e)</sup>	0.20
Military Facilities (MF)	6.0	12.0	0.20
Mixed Use (MU)	1.0	12.0 <sup>(e)</sup>	0.20
Native Area (NA)	0.25	N/A	0.95 <sup>(d)</sup>
Offshore Island (OS)	0.1	N/A	0.95
Park and Refuge (PR)	0	N/A	0.90
Preservation (P)	0	N/A	1.00
Recreational Vehicle (RV)	0 <sup>(j)</sup>	N/A	0.20
Sparsely Settled Residential (SS)	0.5	N/A	0.80
Suburban Commercial (SC)	3.0	TDRs: 6.0 <sup>(e)</sup> Affordable: 18.0 <sup>(e)</sup>	0.20
Suburban Residential (SR)	0.5	5.0 or 1/lot <sup>(k)</sup>	0.50
Suburban Residential (Limited) (SR-L)	0.5	3.0	0.50
Urban Commercial (UC)	6.0	12.0 <sup>(e)</sup>	0.20
Urban Residential (UR)	6.0	TDRs: 12.0 Affordable: 25.0 <sup>(l)</sup>	0.20
Urban Residential—Mobile Home (URM):	1/lot	N/A	0.20
Mobile Home Parks per Section 101-	5.0	7.0	0.20

1			
Urban Residential Mobile Home— Limited (URM-L)	1/lot(m)	N/A	0.20
(a) The allocated densities for submerged lands, salt ponds, freshwater ponds, and mangroves shall be 0 and the maximum net density bonuses shall not be available.			
(b) Vessels, including live-aboard vessels or associated wet slips, are not considered dwelling units and do not count when calculating density.			
(c) Maximum Net Density is the maximum density allowable with the use of the TDRs, or for qualifying affordable housing development. TDRs can be utilized to attain the density between the allocated density standard up to the maximum net density standard. Deed restricted affordable dwelling units may be built up to the maximum net density without the use of TDRs. "N/A" means that maximum net density bonuses shall not be available. Buildable acres means the portion of a parcel of land that is developable and is not required open space.			
(d) Additional open space requirements may apply based on environmental protection criteria - see additional open space ratios in Chapter 118. In accordance with section 101-2(1), the most restrictive of these ratios applies.			
(e) For properties consisting of hammocks, pinelands or disturbed wetlands within the Mixed Use/ Commercial and Mixed Use/ Commercial Fishing future land use categories, the maximum net density bonuses shall not be available.			
(f) Per Policy 101.5.25, the allocated density for the CFSD-20 land use district (Little Torch Key) shall be 1 dwelling unit per acre, or 1 dwelling unit per parcel for those parcels existing as of September 15, 1986, whichever is less, and the maximum net density bonuses shall not be available. Residential density shall be allowed in addition to the permitted nonresidential uses and intensity (i.e., density and intensity shall not be counted cumulatively).			
(g) Within the IS zoning district, the allocated density shall be 1 dwelling unit per parcel for parcels that meet all of the following conditions:			
1) The parcel boundaries must have been established in their current configuration prior to September 15, 1986, except for de minimis changes (no more than 10% of the parcel's area) to the parcel boundaries made after September 15, 1986, but prior to August 12, 1992, which did not create another buildable parcel.			
2) The applicant must provide sufficient evidence that the parcel boundaries were established before September 15, 1986 (such as one or more of the following: boundary survey, deed, etc.);			
3) The parcel may not be identified for any other use or purpose on a plat (e.g., "park," "common area," etc.);			
4) The subject parcel may not be a fractional portion of a platted lot;			
5) The subject parcel must have a minimum of 2,000 sf of upland that is not reserved as an access easement or designated purpose other than residential use;			
6) The parcel must have a Tier designation of Tier III;			
7) The subject parcel must include all infrastructure (potable water, adequate wastewater treatment and disposal wastewater meeting adopted LOS, etc., except paved roads); and			
8) The subject parcel must comply with Policy 301.2.5 of the Comprehensive Plan regarding legal access.			
(h) The minimum open space ratio for the MN zoning district is 0.99 for permanent residential uses. For campground and nonresidential uses within the MN zoning district, the minimum open space ratio is 0.95, as shown in the density and intensity tables in Sections 130-162 and 130-164.			
(i) A mixture of uses shall be maintained for parcels designated as MI zoning district that are within the MC future land use category. Working waterfront and water dependent uses, such as marina, fish house/market, boat repair, boat building, boat storage, or other similar uses, shall comprise a minimum of 35% of the upland area of the property, adjacent to the shoreline, pursuant to Policy 101.5.6 of the Comprehensive Plan.			
(j) Per Section 130-92(a)(4), in the RV zoning district, commercial apartments shall be the only permanent residential use allowed, not to exceed 10% of total RV spaces allowed or in existence on the site, whichever is less.			
(k) Within the SR zoning district, the maximum net density for platted lots of less than 0.40 gross acres shall be 1 dwelling unit per platted lot, provided all of the following conditions are met:			
1) The parcel must be one full platted lot shown on a plat approved by the County and duly recorded prior to January 2, 1996;			

- 2) The platted lot may not be identified for any other use or purpose on the plat (e.g., "park," "common area," etc.);
  - 3) The platted lot must have a Tier designation of Tier III;
  - 4) Notwithstanding Section 130-160, the maximum net density may only be reached with the transfer of one (1) full TDR to the SR lot, regardless of the size of the lot and the allocated density assigned to it;
  - 5) The TDR must meet all requirements and procedures specified in Section 130-160;
  - 6) TDRs under this provision may not be transferred into noise zones of 65 DNL or greater; and
  - 7) The subject parcel must comply with Policy 301.2.5 of the Comprehensive Plan regarding legal access.
- (l) Density increase above the max net density provided may be permitted for a property within a site specific policy subarea under Goal 111 of the Comprehensive Plan.

**(m) The Allocated density limitation of 1/lot excludes:**

**DESCRIPTION:**

A portion of Tract A according to the Plat of "BLUE WATER TRAILER VILLAGE" as recorded in Plat Book G of Page 100 of the Public Records of Monroe County, Florida, being more particularly described by metes and bounds as follows:

Commence at the Northeast corner of said Tract A; thence S22°40'23"E for 892.01 feet to the Point of Beginning of the parcel of land hereafter described; thence continue S22°40'23"E for 579.46 feet; thence S11°49'06"W for 143.05 feet; thence S77°47'12"W for 128.44 feet; thence N77°36'21"W for 259.47 feet; thence N32°18'08"W for 547.49 feet; thence N57°41'52"E for 100.00 feet; thence N66°16'20"E for 135.61 feet to the Point of Beginning. Containing 4.75 acres, more or less.

Together with an Easement for ingress and egress, said easement being a strip of land 25 feet in width and having a centerline described as follows:

Commence at the Northeast corner of aforesaid Tract A; thence S72°09'37"E for 12.55 feet to the Point of Beginning; thence S22°40'23"E for 577.27 feet; thence easement width increases to 35 feet in width and proceeds as follows: thence S2°18'08"E for 771.33 to the point of curvature of a circular curve concave to the Northeast; thence Southeastery along the arc of said circular curve to the left having for its elements a radius of 40.00 feet and a central angle of 77°18'15" for an arc distance of 53.77 feet to the point of tangency; thence S77°36'21"E for 123.16 feet to the point of curvature of a circular curve concave to the Northwest; thence Southeastery, Northeasterly and Northwesterly along the arc of said circular curve to the left having for its elements a radius of 45.00 feet and a central angle of 125°04'02" for an arc distance of 46.66 feet to the point of tangency; thence N22°40'23"W for 584.44 feet to the point of termination of said easement.

The portion of Tract A as described above is allowed an allocation of 20 buildable units, specifically 1 per parcel of land as subdivided by the Declaration of Condominium of Blue Harbor Inc. a Condominium recorded in the Public Records of Monroe County Florida, Book 708 at Page 884.

( Ord. No. 006-2016 , § 1(Exh. 1), 4-13-2016; Ord. No. 005-2017 , § 1, 5-17-2017; Ord. No. 042-2019 , § 1, 10-16-2019; Ord. No. 003-2020 , § 1, 1-22-2020, eff. 6-3-2020)

# PROOF OF OWNERSHIP

This instrument prepared by:  
Orlando Cordoves  
10250 SW 68 Street  
Miami, FL 33173

11/03/2005 11:35AM  
DEED DOC STAMP CL: RHONDA \$0.70

ALT Key: 1604135

Doc# 1549104  
Bk# 2162 Pg# 1589

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### Quitclaim Deed

By This Quitclaim Deed, **ORLANDO CORDOVES** and **LISA CORDOVES**, husband and wife, herein called Grantor, whose post office address is **10250 SW 68 Street; Miami, FL 33173**, in consideration of Ten and NO/100 (\$10.00) Dollars paid by **ELK INVESTMENTS OF MIAMI LLC**, herein called Grantee, whose post office address is **10250 SW 68 Street; Miami, FL 33173**, quit claims to Grantee all of Grantor's right, title and interest in the following described real property in Monroe County, Florida:

**Unit No 16 of BLUE HARBOR CLUB, INC., a Condominium according to the Declaration of Condominium thereof, as recorded in Official Records Book 708, Page 884 of the Public Records of Monroe County, Florida, together with an undivided interest in the common elements appurtenant thereto and all amendments thereto as set forth in said Declaration.**

Dated on November 2, 2005

Signed, sealed and delivered in the presence of:

Roxana Tanaka Witness  
(Type or print name beneath line)

Vant Garza Witness  
(Type or print name beneath line)

Roxana Tanaka Witness  
(Type or print name beneath line)

Vant Garza Witness  
(Type or print name beneath line)

Orlando Cordoves  
(Type or print name beneath line)

Lisa Cordoves  
(Type or print name beneath line)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

#### ACKNOWLEDGMENT

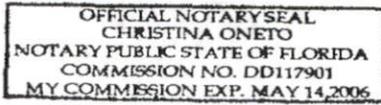
The foregoing instrument was acknowledged before me on 2nd day of November 2005, by Orlando Cordoves and Lisa Cordoves  who is personally known to me or  who produced a FL Drivers license as identification.

NOTARY PUBLIC:

Christina Oneto  
Christina Oneto  
(print or type name beneath signature line)

State of Florida at Large  
My commission expires:  
My commission number is:

{notarial seal;



# OWNERSHIP DISCLOSURE FORM

**MONROE COUNTY, FLORIDA  
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT**



**Ownership Disclosure of Interest**

Pursuant to Section 101-6 of the Land Development Code, this form shall accompany land-use related applications. The intent is to disclose the identity of true parties in interest to the public, thereby enabling the public to ascertain which parties will potentially benefit.

Any person or entity holding real property in the form of a partnership, limited partnership, corporation, assignment of interest, trust, option, assignment of beneficial or contractual interest, or any form of representative capacity whatsoever for others, except as otherwise provided, shall, during application submittal for a specified application types, make a public disclosure, in writing, under oath, and subject to the penalties prescribed for perjury. Exemptions to the requirements of this section include the beneficial interest which is represented by stock in corporations registered with the federal securities exchange commission or in corporations registered pursuant to Chapter 517, Florida Statutes, whose stock is for sale to the general public.

This written disclosure shall be made to the planning director at the time of application. The disclosure information shall include the name and address of every person having a beneficial or contractual interest in the real property, however small or minimal.

- If the property is owned fee simple by an INDIVIDUAL, tenancy by the entirety, tenancy in common, or joint tenancy, list all parties with an ownership interest as well as the percentage of such interest. (Use additional sheets if necessary):

<i>Name and Address</i>	<i>% of Ownership</i>

- If the property is owned by a CORPORATION, list the officers and stockholders and the percentage of stock owned by each. (Use additional sheets if necessary):

<i>Name and Address</i>	<i>% of Ownership</i>
Elk Investments of Miami, LLC - Orlando Cordoves	50
Elk Investments of Miami, LLC - Lisa Cordoves	50

- If the property is in the name of a TRUSTEE, list the beneficiaries of the trust with the percentage of interest. (Use additional sheets if necessary):

<i>Name and Address</i>	<i>% of Ownership</i>

\* In the case of a trust, the four largest beneficiaries must also sign the affidavit.

- If the property is in the name of a GENERAL or LIMITED PARTNERSHIP, list the name of the general and/or limited partners. (Use additional sheets if necessary):

<i>Name and Address</i>	<i>% of Ownership</i>

- If there is a CONTRACT FOR PURCHASE, with an individual or individuals, a Corporation, Trustee, or a Partnership, list the names of the contract purchasers below, including the officers, stockholders, beneficiaries, or partners. (Use additional sheets if necessary):

<i>Name and Address</i>	<i>% of Ownership</i>

\* Please provide date of contract \_\_\_\_\_

- If any contingency clause or contract terms involve additional parties, list all individuals or officers, if a corporation, partnership, or trust. (Use additional sheets if necessary):

<i>Name and Address</i>

By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: Orlando Cordoves

STATE OF: FL.

COUNTY OF: Miami-Dade

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, on February 13<sup>th</sup> 2022 (date) by Orlando Cordoves (name of affiant).

He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

Jose J. Gonzalez

Notary Public  
My Commission Expires



FORM

# CURRENT PROPERTY RECORD CARD

**Disclaimer**

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.

By continuing into this site you assert that you have read and agree to the above statement.

**Summary**

Parcel ID 00489136-018717  
 Account# 1604135  
 Property ID 1604135  
 Millage Group 500P  
 Location VACANT LAND, TAVERNIER  
 Address  
 Legal BLUE HARBOR CLUB INC A CONDOMINIUM UNIT 16 OR751-1918/19 OR807-2464/65 OR840-1179 OR1970-1589/90 OR2162-1589Q/C  
 Description (Note: Not to be used on legal documents.)  
 Neighborhood 1725  
 Property VACANT RES (0000)  
 Class  
 Subdivision BLUE WATERS TR VILLAGE SEC 4  
 Sec/Twp/Rng 26/62/38  
 Affordable No  
 Housing



**Owner**

[ELK INVESTMENTS OF MIAMI LLC](#)  
 10250 SW 68th St  
 Miami FL 33173

**Valuation**

	2021	2020	2019	2018
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$2,271	\$2,414	\$2,555	\$2,697
+ Market Land Value	\$70,726	\$69,190	\$53,825	\$49,216
= Just Market Value	\$72,997	\$71,604	\$56,380	\$51,913
= Total Assessed Value	\$44,130	\$40,118	\$36,471	\$33,155
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$72,997	\$71,604	\$56,380	\$51,913

**Land**

Land Use	Number of Units	Unit Type	Frontage	Depth
MOBILE HOME DRY UNPERMITTED (02DM)	10,782.00	Square Foot	0	0
COMMON ELEMENT (00CE)	1.00	Lot	0	0

**Yard Items**

Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	2007	2008	1	1560 SF	3

**Sales**

Sale Date	Sale Price	Instrument	Instrument Number	Deed Book	Deed Page	Sale Qualification	Vacant or Improved
12/5/2003	\$20,000	Warranty Deed		1970	1589	Q - Qualified	Vacant
9/1/1981	\$10,500	Warranty Deed		840	1179	U - Unqualified	Vacant

**Permits**

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
06302860	6/26/2006	11/28/2007	\$1		CHAINLINK FENCE

**View Tax Info**

[View Taxes for this Parcel](#)

Photos



Map



TRIM Notice

[2021 TRIM Notice \(PDF\)](#)

2021 Notices Only

No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Exemptions, Sketches (click to enlarge).

The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the

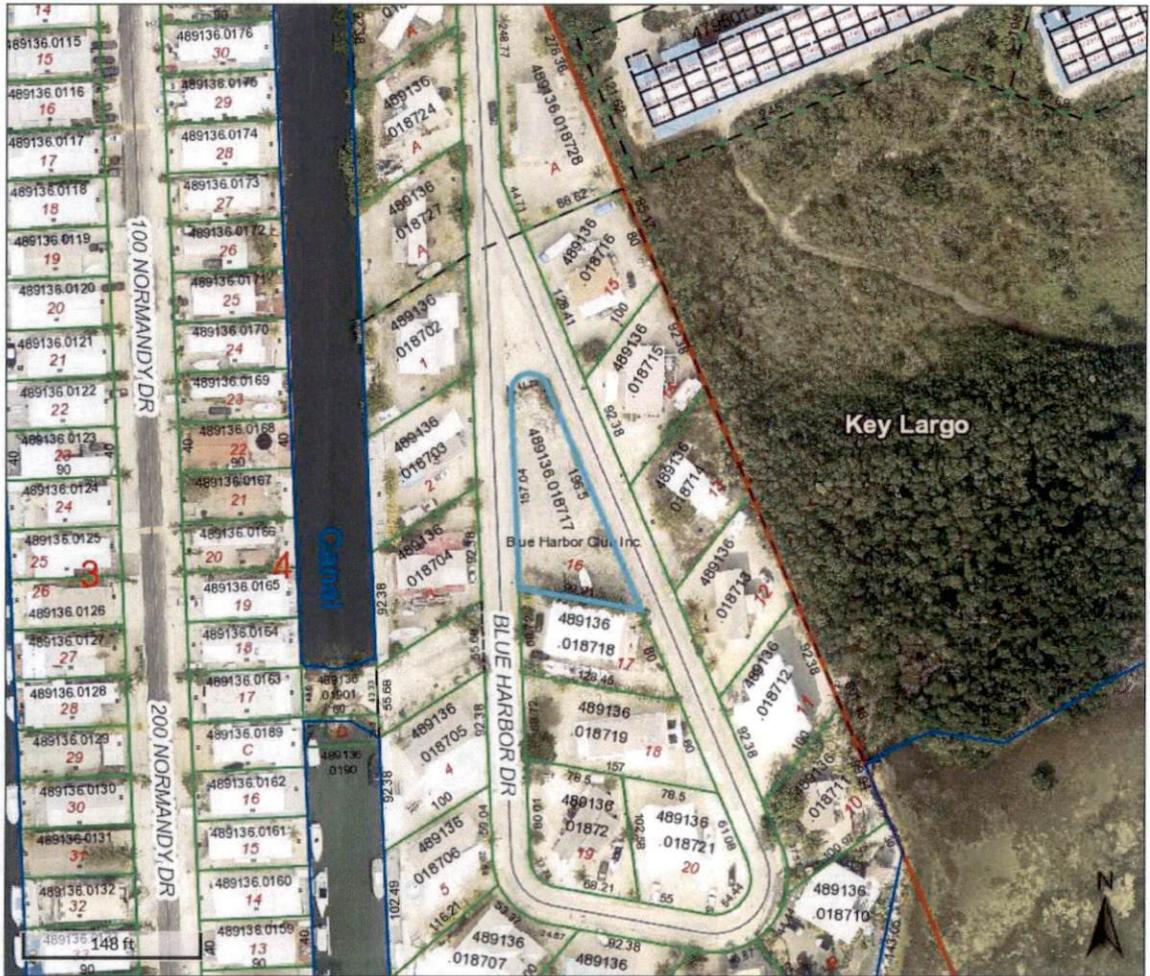
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[GDPR Privacy Notice](#)

Last Data Upload: [1/31/2022, 2:20:39 AM](#)

Developed by  
 Schneider  
 GEOSPATIAL

Version 2.3.175

# LOCATION MAP



Overview



Legend

- Centerline
- ... Easements
- Hooks
- - Lot Lines
- Road Center
- - Rights of Way
- Shoreline
- [ ] Condo Building
- Key Names
- [ ] Subdivisions
- [ ] Parcels

Parcel ID	00489136-018717	Alternate ID	1604135	Owner Address	ELK INVESTMENTS OF MIAMI LLC
Sec/Twp/Rng	26/62/38	Class	VACANT RES		10250 SW 68th St
Property Address	VACANT LAND TAVERNIER				Miami, FL 33173
District	500P				
Brief Tax	BLUE HARBOR CLUB INC A CONDOMINIUM UNIT 16 OR751-1918/19 OR807-2464/65 OR840-1179 OR1970-1589/90				
Description	OR2162-1589Q/C				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 1/31/2022  
 Last Data Uploaded: 1/31/2022 2:20:39 AM

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Overview



Legend

- Centerline
- ... Easements
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- ⌈ ] Condo Building
- Key Names
- ⊠ Subdivisions
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Parcel ID	00489136-018717	Alternate ID	1604135	Owner Address	ELK INVESTMENTS OF MIAMI LLC
Sec/Twp/Rng	26/62/38	Class	VACANT RES		10250 SW 68th St
Property Address	VACANT LAND				Miami, FL 33173
	TAVERNIER				
District	500P				
Brief Tax	BLUE HARBOR CLUB INC A CONDOMINIUM UNIT 16 OR751-1918/19 OR807-2464/65 OR840-1179 OR1970-1589/90				
Description	OR2162-1589Q/C				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 1/31/2022  
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 GEOSPATIAL



Overview



Legend

- Major Roads
- Centerline
- Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- Condo Building
- Key Names
- Parcels

Parcel ID	00489136-018717	Alternate ID	1604135	Owner Address	ELK INVESTMENTS OF MIAMI LLC
Sec/Twp/Rng	26/62/38	Class	VACANT RES		10250 SW 68th St
Property Address	VACANT LAND				Miami, FL 33173
	TAVERNIER				
District	500P				
Brief Tax	BLUE HARBOR CLUB INC A CONDOMINIUM UNIT 16 OR751-1918/19 OR807-2464/65 OR840-1179 OR1970-1589/90				
Description	OR2162-1589Q/C				
	<b>(Note: Not to be used on legal documents)</b>				

Date created: 1/31/2022  
 Last Data Uploaded: 1/31/2022 2:20:39 AM

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 GEOSPATIAL

PHOTOGRAPHS OF SITE FROM  
ADJACENT ROADWAY

127 Blue Harbor Dr



Image capture: Apr 2011 © 2022 Google

Tavernier, Florida

Google

Street View - Apr 2011



Google Maps 127 Blue Harbor Dr

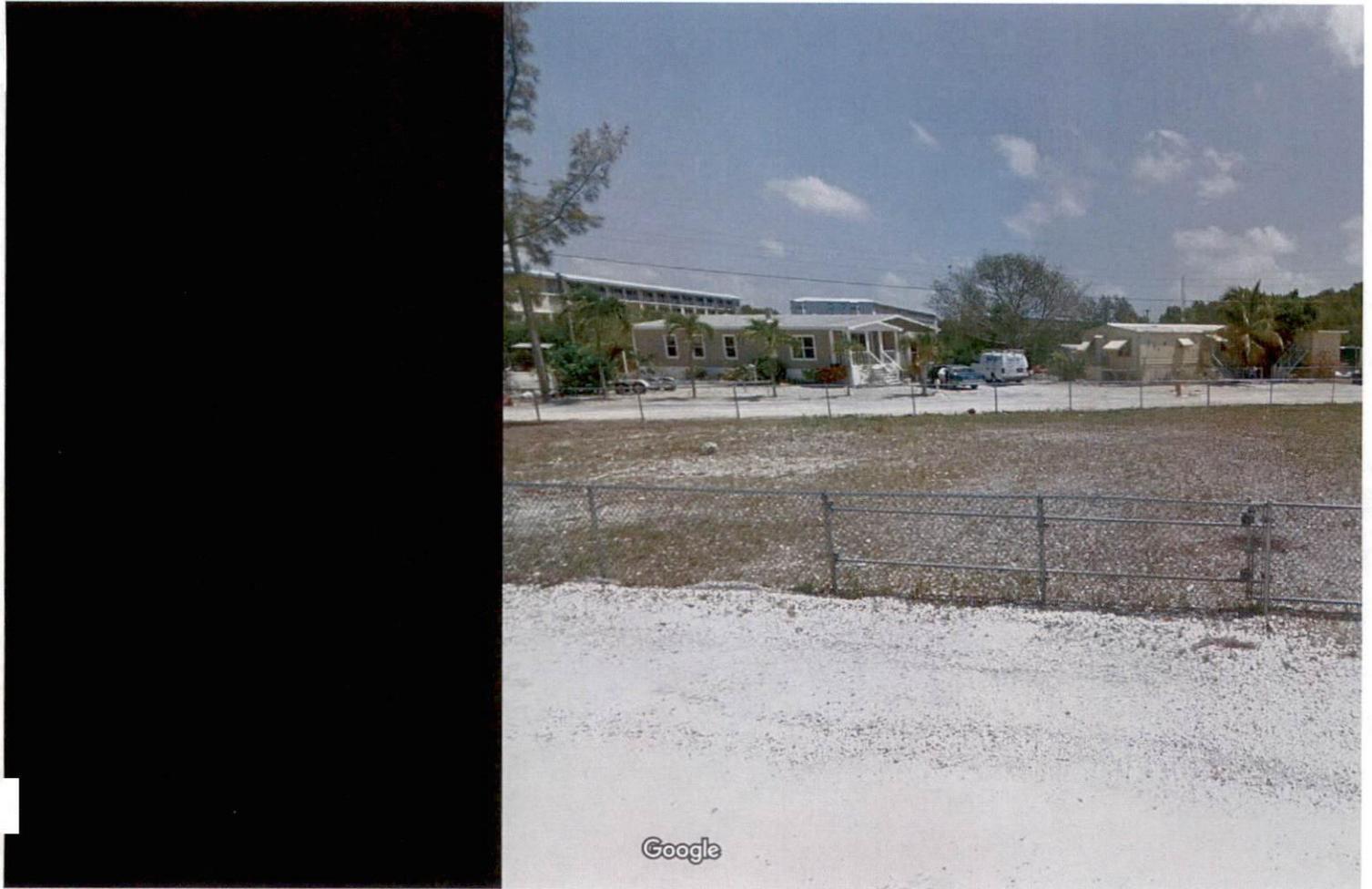


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Tavernier, Florida

Google

Street View - Apr 2011



Google Maps 123 Blue Harbor Dr

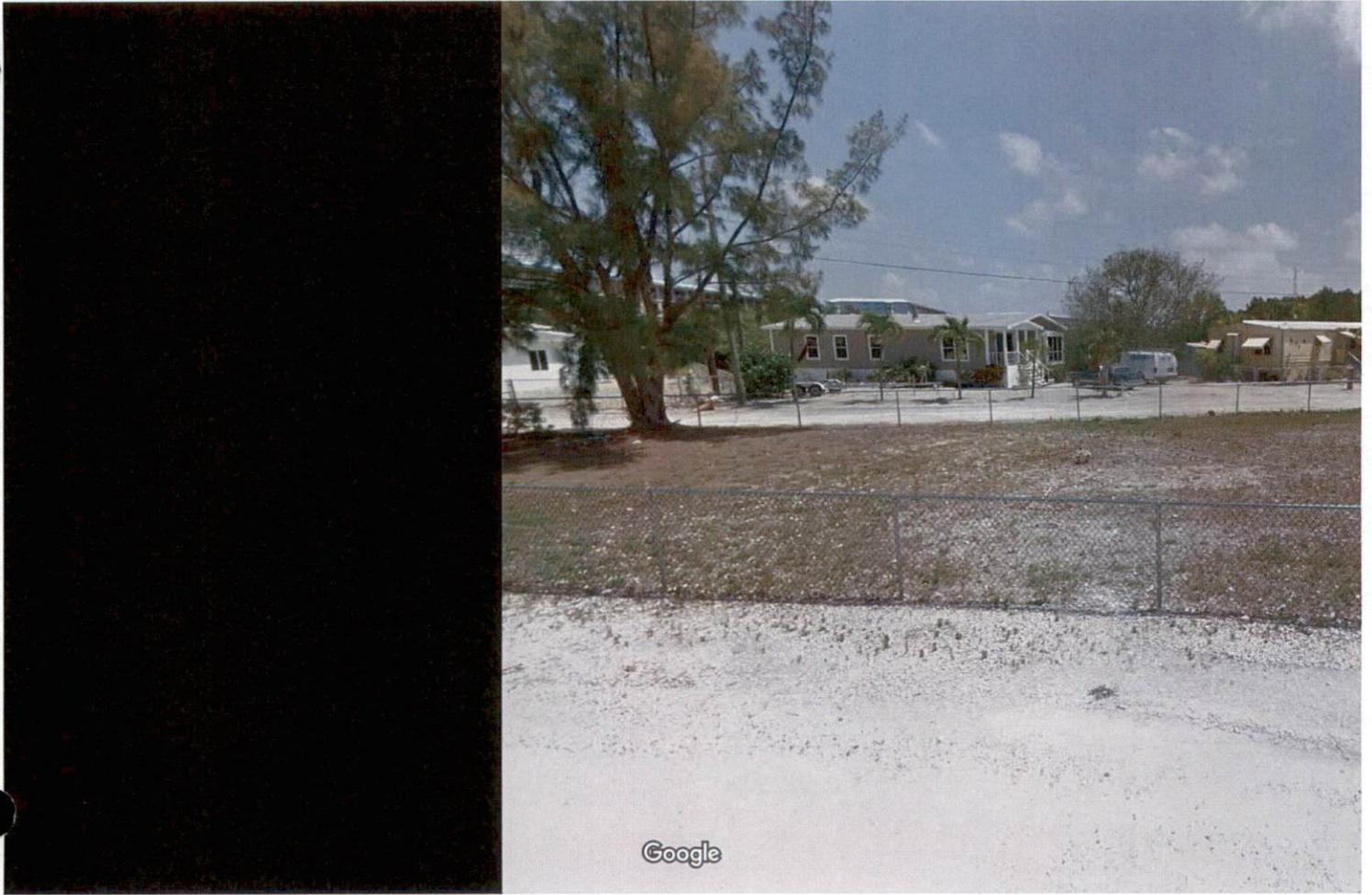


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Tavernier, Florida

Google

Street View - Apr 2011



Google Maps 123 Blue Harbor Dr

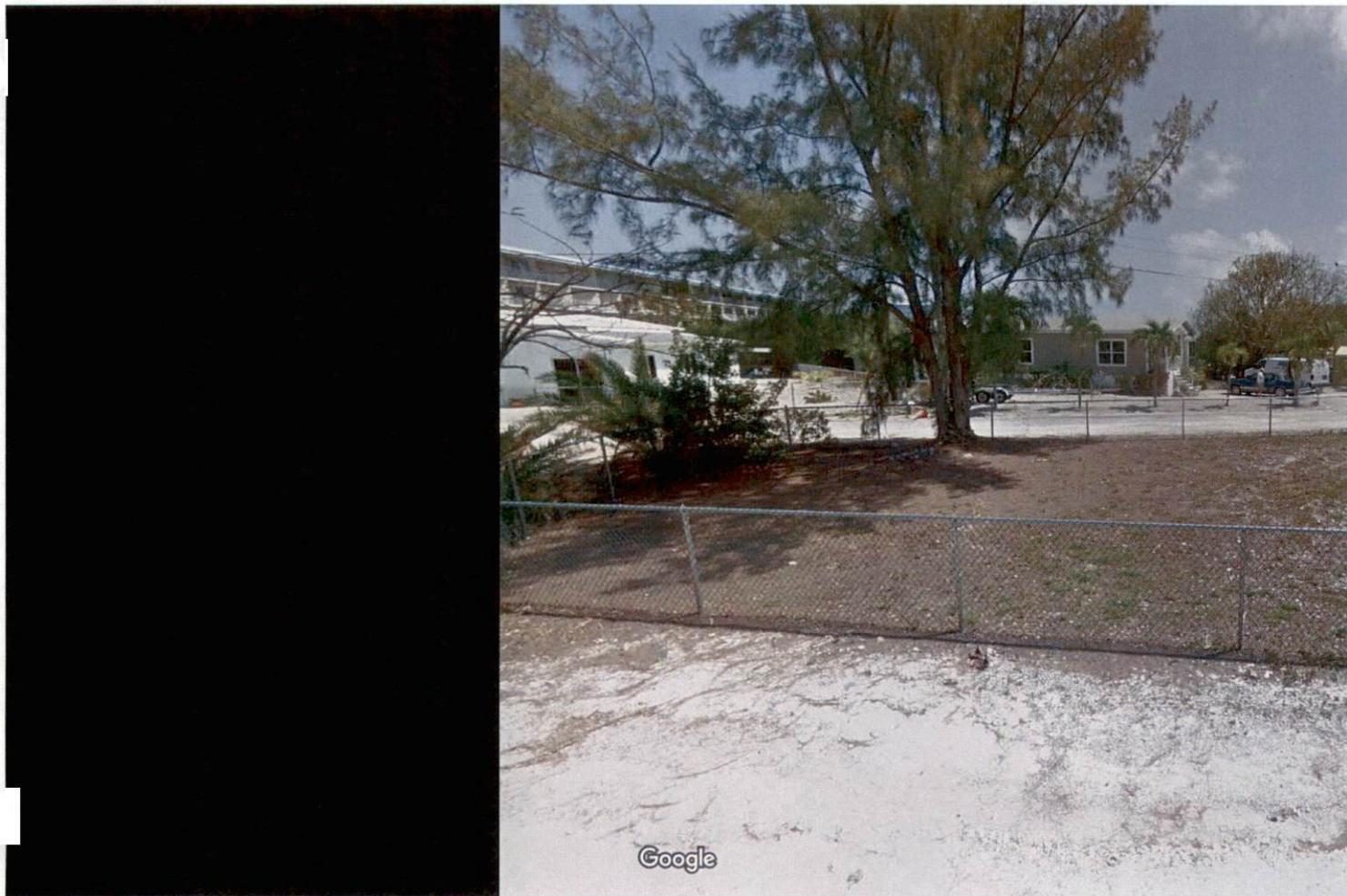


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Tavernier, Florida

Google

Street View - Apr 2011



Google Maps 119 Blue Harbor Dr



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Tavernier, Florida

Google

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Google

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Google

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**SURVEY – RECORDED DECLARATION  
OF CONDOMINIUM CONTAINING  
SURVEY**

115751

REF. REC. 708 PAGE 884

DECLARATION OF CONDOMINIUM

MADE THIS 9th day of May, 1977, by F and N, Inc., called Developer, for itself, its successors, grantees, and assigns.

WHEREIN the Developer makes the following declaration:

1. PURPOSE

The purpose of this declaration is to submit the land described herein and improvements described and to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 718, Florida Statutes, 1976, herein called the "Condominium Act". Except where permissive variances therefrom appear in this Declaration, the annexed By-Laws, and/or the Articles of Incorporation of BLUE HARBOR CLUB, INC., a condominium, a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of Chapter 718, Florida Statutes, 1976, including the definitions contained therein, are adopted herein by express reference as if the same were set forth in haec verba, and this Declaration, the annexed By-Laws, and the Articles of Incorporation of said corporation, as lawfully amended from time to time, shall govern this condominium and the rights, duties and responsibilities of owners of condominium units therein.

1.1 Name. The name by which this condominium is to be known and identified is BLUE HARBOR CLUB, INC., a condominium.

1.2. The Land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are those lands, located in Key Largo, Monroe County, Florida, as are more particularly set forth in Exhibit "A" attached hereto, and subject to the reservations and easements described in Exhibit "B" attached hereto, and hereby made part hereof, which lands are called "the land". Additional lands may be added to this condominium by the developer from time to time subject to the approval of the Board of Directors and Administrators of the Corporation.

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2. DEFINITIONS

The terms used in this Declaration and in its exhibits, and in the Articles of Incorporation and the annexed By-Laws of BLUE HARBOR CLUB, INC., a condominium, shall have the meanings stated in The Condominium Act (Chapter 718, Florida Statutes, 1976), the provisions of which Act are incorporated by reference herein, and as follows, unless the context otherwise requires.

Prepared By  
Charles H. NATTER, ATTY  
PO Box 1323  
FLA 33003

2.1. Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument by which a condominium is created, and such instrument as it may from time to time be amended.

2.2. Corporation means BLUE HARBOR CLUB, INC., a non-profit corporation, being the entity responsible for the operation of the Condominium.

2.3. By-Laws means the By-Laws of BLUE HARBOR CLUB, INC., for the government of the Condominium as they exist from time to time.

2.4. Common Elements means the portions of the Condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements and limited common elements even though owned by the Corporation.

2.5. Limited Common Elements means and includes those common elements which are reserved for the use of certain units to the exclusion of all other units.

2.6. Condominium means that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

2.7. Condominium Act means and refers to the Condominium Act, Chapter 718, Florida Statutes, 1976, as same may be amended from time to time.

2.8. Common Expenses include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Corporation;

(b) Expenses for which the unit owners are liable to the Corporation and shall include:

(1) Expenses by provisions of this Declaration and the By-Laws.

(2) Any valid charge against the condominium property as a whole.

2.9. Common Surplus means the excess of all receipts of the Corporation, including, but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expense.

2.10. Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon, and all easements and rights thereto, intended for use in connection with the condominium.

2.11. Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.

2.12. Condominium Parcel means a unit with improvement thereon, together with the undivided share of the common elements, which is appurtenant to the unit.

2.13. Condominium Unit or units, means a unit or a part of the condominium property which is to be subject to private ownership.

2.14. Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a condominium parcel.

2.15. Developer means E and N, Inc., a Florida corporation, its successors and assigns.

2.16. Mortgagee means the owner and holder of a mortgage encumbering a condominium unit.

2.17. Occupant means the person or person, other than the Unit Owner, in possession of a unit.

2.18. Condominium Documents means this Declaration, the By-Laws and all Exhibits annexed hereto as the same from time to time may be amended.

2.19. Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.20. Utility Service as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, water, telephone lines, garbage and sewage disposal and television master antenna.

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2.21. Proviso. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said terms by Section 718.103 of The Condominium Act.

### 3. DEVELOPMENT PLAN

The Condominium is described and established as follows:

3.1. Survey and Plot Plan. A survey of the land showing the improvements on it and a plot plan showing the units to be placed thereon, in accordance with the rights reserved to the Developer, is attached hereto as Exhibit "C".

3.2. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately. Such easements are shown on Exhibit "C".

3.3 Improvements. The improvements upon the land include and will be limited to the following:

(a) Unit Improvements. A plan for improvements of each unit will be made and approved by the unit owner and the developer in writing.

(b) Other Improvements. The condominium includes a sewage lift station and collection system, an area for launching boats, a front property entrance and identification sign, canals, and other areas for recreation and common usage as shown on the plan (Exhibit "C"). Such improvements will be constructed by Developer substantially in accordance with the plans prepared by Paul Kenson, Registered Engineer which plans are more particularly identified in the preceding paragraph.

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3.4. Boundaries. The boundaries of each unit shall be as shown on Exhibit "C".

3.5 Common Elements. The common elements shall include the land and all other parts of the condominium not within the boundaries of the units as those boundaries are identified hereinabove, and include, but are not limited to the following items to which the Corporation shall have the powers indicated:

(a) The common elements include all central and appurtenant installations for services such as power, light, telephone, gas, water, and all other mechanical equipment spaces; all sewer lines and water lines; together with all other parts of the condominium property and all apparatus and installations existing in or on the property for common use, or necessary or convenient to the existence, maintenance or safety of the Condominium.

(b) Automobile parking areas and boat launching facilities. Automobile parking and boat launching will be available to unit owners only as the Corporation may prescribe so that the owners of all units shall have access to boat launching within the areas delineated as common elements. The Corporation shall have authority to make reasonable charges for boat launching as are contained within the area delineated as common elements. Boats may be stored on the condominium units without the express written consent of the Corporation.

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(c) Use charges. The foregoing and all other common elements shall be available for use by all unit owners without discrimination. Such use shall be without charge except where it is specifically authorized by this Declaration, except that the Corporation when authorized by its regulations may charge for the exclusive use of facilities from time to time if such exclusive use is made available to all unit owners.

3.6. Amendment of plans and completion of improvements.

(a) Alteration of unit plans. Developer reserves the right to change the arrangement of all units, and to alter the boundaries between units, so long as developer owns the units so altered. No such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Corporation, unit owners, and owners of mortgages in the manner elsewhere

provided. If developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of unit plans by developer need be signed and acknowledged only by the developer and need not be approved by the Corporation, unit owners, or lienors or mortgagees of the condominium units whether or not elsewhere required for an amendment.

#### 4. THE IMPROVEMENTS

The improvements to be erected in the development shall consist of residential units approved by the unit owner and developer together with all necessary improvements to install such mobile home on the unit in accordance with all applicable laws.

4.1. The Units. The units are designated by unit numbers on Exhibit "C"

4.2. Parking. All parking by unit owners shall be on their unit.

4.3. Appurtenances to Units. The owner of each unit shall own a share and certain interest in the condominium property, which share and interest are appurtenant to his unit, including but not limited to the following items that are appurtenant to the several units as indicated:

(a) Percentage of ownership of common elements:

The undivided share owned by each unit owner in the common elements appurtenant to each unit, the percentage of sharing common expenses and owning common surplus, and the relative voting rights of the owners of units shall be the percentage obtained by dividing the total number of units in the condominium into 100%.

(b) The fee title to each condominium parcel shall include both the condominium unit and the above respective undivided interest in the common elements. Said undivided interest in the common elements shall be deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the condominium unit a conveyance of fee simple separate from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically provides or requires.

(1) To maintain, repair and replace at his expense all portions of his unit or other installations or improvements constructed upon the unit by the owner, except the portions to be maintained, repaired, and replaced by the Corporation. Such shall be done without disturbing the rights of other unit owners.

(b) By the Owner. The responsibility of the owner shall be as follows:

(3) All incidental damage caused to a unit by such work as is authorized to be done by the Corporation, shall be repaired promptly at the expense of the Corporation.

(2) All conduits, ducts, plumbing pipe, wiring and other facilities for the furnishing of utility services to more than one unit, contained in portions of a unit, and maintained by the Corporation; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained, except damage which may be caused by the carelessness or negligence of the unit owner, which damage may be repaired by the Corporation, the cost of same to become a lien against said unit.

(1) All portions of the total property of the condominium designated as common elements on Exhibit "C".

(a) By the Corporation. The Corporation shall maintain, repair and replace at the Corporation's expenses:

5.1. Units

Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

5. MAINTENANCE, ALTERATION AND IMPROVEMENTS

4.5. Liability for common expenses. Each unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his unit.

(c) Corporation membership. The membership of each unit owner in the Corporation and the interest of each unit owner in the funds and assets held by the Corporation.

These common elements include, but are not limited to, the following: the roads within the condominium property as shown on Exhibit "C", service facilities located in common use areas, boat launching area, and drainage facilities, which are for the common benefit and enjoyment of the owners of the lots.

(2) Not to substantially change the appearance of any portion of the exterior of the unit improvements without the consent of the Corporation, such consent will not be unreasonably withheld.

(3) To promptly report to the Corporation any defect or need for repairs for which the Corporation is responsible.

(4) To comply with restrictions and rules and regulations for the maintenance of his unit landscaping and improvements. If the unit owner fails to comply with the restrictions and rules and regulations for maintenance, the Corporation may perform such maintenance. The Corporation will have a lien against the unit for the costs of such maintenance. If it is necessary for the Corporation to employ an attorney to collect such costs or foreclose such lien, the owner shall be liable to reimburse the Corporation for reasonable attorneys fees incurred.

(c) Alteration and Improvements. Except as elsewhere reserved to the Developer, neither a unit owner nor the Corporation shall make any alteration in the portions of the property designated as common elements, including utilities, or remove any portions of such or make any additions to them or do anything that would jeopardize the safety or soundness of the condominium improvements or impair any easement, without first obtaining approval in writing of owners of all units in which such work is to be done and the approval of the Board of Directors of the Corporation.

## 5.2. Common elements.

(a) By the Corporation. The maintenance and operation of the common elements shall be the responsibility of the Corporation and a common expense.

(b) Alteration and improvements. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of common elements without prior approval in writing by the record owners of all of the units, provided, however, that any alteration or improvement of the common elements bearing the approval in writing of the record owners of not less than seventy-five (75) percent of the common elements, and which does not interfere with the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or improvement. The share of any cost not so assessed shall be assessed to the other owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of an owner in the common elements altered, or further improved, whether or not the owner contributes to the cost of such alteration or improvement.

## 6. ASSESSMENTS

The making and collection of assessments against owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1. Share of common expense. Each unit owner shall be liable for a proportionate share of the common expense, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the unit owned by him.

6.2. Interest - Application of Payments. Assessments and installments on such assessments paid on or before ten days (10) after the date when due shall not bear interest, but all sums not paid on or before ten days (10) after the date when due shall bear interest at the rate of ten (10%) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. 10%

6.3. Lien for assessments. The lien for unpaid assessments shall also secure reasonable attorneys fees incurred by the Corporation incident to the collection of such assessment or enforcement of such lien.

6.4. Rental pending foreclosure. In any foreclosure of a lien for assessments, the owner of the one unit subject to the lien shall be required to pay a reasonable rental for the unit improvements, and the Corporation shall be entitled to the appointment of a receiver to collect the same.

## 7. CORPORATION

The operation of the condominium shall be by BLUE HARBOR CLUB, INC., a condominium, a Corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Corporation is attached as Exhibit "D".

7.2. The By-Laws of the Corporation shall be the By-Laws of the condominium, a copy of which is attached as Exhibit "E".

7.3. Limitation upon Liability of Corporation. Notwithstanding the duty of the Corporation to maintain and repair parts of the condominium property, the Corporation shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Corporation, or caused by the elements or other owners or persons.

7.4. Powers. The Corporation shall have all of the powers and duties set forth in the Condominium Act, except as limited by this Declaration and the By-Laws, and all of the powers and duties reasonably necessary to operate the condominium as set forth in the Declaration and the By-Laws, and as they may be amended from time to time. When the powers and duties set forth in the Declaration and the By-Laws conflict with the Condominium Act in effect as of this date, the provisions of the Condominium Act shall prevail.

7.5. Members.

(a) Qualifications. The members of the Corporation shall consist of all of the record owners of units.

(b) Change of membership. After receiving the approval of the Corporation elsewhere required, change of membership in the Corporation shall be established by recording in the public records of Monroe County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Corporation. The membership of the prior owner shall be thereby terminated.

(c) Voting rights. The members of the Corporation shall be entitled to cast one (1) vote for each unit owned by them on all matters except the recall of a member of the Board of Directors and Administrators of the Corporation. In voting for the recall of a member of the Board, the provisions of the Condominium Act shall prevail.

(d) Designation of voting representative. If a unit is owned by one person his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the units and filed with the secretary of the Corporation. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the secretary of the Corporation. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

(e) Restraint upon assignment of shares in assets. The share of member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

(f) Approval or disapproval of matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of a Corporation meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in a Corporation meeting, unless the joinder of record unit owners is specifically required by this Declaration.

7.6. Board of Directors and Administrators. The affairs of the Corporation shall be conducted by a Board of five (5) directors and administrators who shall be designated in the manner provided in the By-Laws.

7.7. Indemnification. Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed

upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Corporation, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approved such settlement and reimbursement as being for the best interest of the Corporation. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7.8. Agent to receive service of process. The following person, who is a resident of the State of Florida, is designated as agent to receive service of process upon the Corporation:

Name: Charles W. Flynn  
 Address: 7211 S. W. 72nd Avenue, Suite 208  
 Miami, Florida 33143

7.9. Property in trust. All funds and the titles of all properties acquired by the Corporation and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium and the By-Laws.

## 8. INSURANCE PROVISION

The insurance other than title insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

8.1. Authority to purchase. All insurance policies upon the common element condominium real property shall be purchased by the Corporation for the benefit of the Corporation and the unit owners and their mortgagees as their interest may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of unit owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Each unit owner shall be individually responsible for purchasing at his own expense, any additional insurance he deems necessary to cover his personal liability for accidents in his own unit, or to recover for damages to his own personal property.

8.2. Coverage. The Corporation shall purchase insurance contracts insuring against such risks in such amounts as it deems necessary or desirable to protect the interests of the Corporation, the unit owner and their mortgagees. Such insurance shall provide the following minimum coverage:

(a) Casualty: All common element improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value,

but an amount not less than eighty percent (80%) thereof, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Corporation. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to common element improvements similar in construction, location, and use as the common element improvements on the land, including, but not limited to, vandalism and malicious mischief.

(b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Corporation, provided that the minimum amount of Public Liability coverage shall be \$250,000/500,000/10,000, and should include, but is not limited to, water damage, legal liability, hired automobile, non-owned automobile and off-premises employees coverage. All liability insurance shall contain non-liability endorsement to cover liabilities of the unit owner as a group to an individual unit owner.

(c) Workmen's compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Corporation shall determine from time to time to be desirable.

8.3. Premiums. Premiums for the payment of such insurance policies and other expenses in connection with said insurance shall be paid by the Corporation and charged as a common expense. The company or companies with whom the Corporation shall place its insurance coverage, as provided in the Declaration, shall be responsible companies authorized to do business in the State of Florida.

8.4. Insurance trustee; shares of proceeds. All insurance policies purchased by the Corporation shall be for the benefit of the Corporation and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to Charles H. Netter, Attorney, as Trustee, or to any other bank in Florida with trust powers as may be approved by the Board of Directors of the Corporation, which Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The Insurance Trustee shall receive just compensation for its services and said compensation shall be a Common Expense of the Corporation. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common elements. Proceeds on account of damage to common elements shall be held in undivided shares for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

8.5. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and improvements and may be enforced by such mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and improvements and may be enforced by such mortgagee.

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Corporation made by its President or Vice President and Secretary or Assistant Secretary, as to the names of the unit owners and their respective shares of the distribution.

8.6. Corporation as Agent. The Corporation is hereby irrevocably appointed agent, with full power of substitution for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust and settle all claims arising under insurance policies purchased by the Corporation; to bring suit thereon in the name of the Corporation and/or other insured; to execute and deliver releases upon the payment of claims, and to otherwise exercise all of the rights, powers, and privileges of the Corporation and each owner of any other insured interest in the Condominium Property as an insured under such insurance policies.

8.7. The unit owners shall insure their individual units as set forth in 9.1.(b).

## 9. RECONSTRUCTION OR REPAIR AFTER CASUALTY

9.1. Determination to reconstruct or repair. If any part of the common element Condominium Property shall be damaged by casualty whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Unit Improvements.

(1) The unit owners shall carry fire and extended coverage insurance including vandalism on their individual units for their full insurable value to insure the replacement, repair or rebuilding of such unit. They shall furnish proof of such coverage annually to the Corporation. If the unit owner fails to furnish such proof, the Corporation may purchase such insurance and charge the cost thereof to the property owner. The insurance cost thus incurred by the Corporation shall constitute a lien against the unit. Such lien shall be enforceable as in the case of a mortgage lien if the unit owner does not repay the Corporation for costs so incurred within thirty days after written notice thereof.

9.2. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications approved by the Board of Directors of the Corporation, and if the damaged property is a particular group of units by the owners of all damaged units therein which approvals shall not be unreasonably withheld.

9.3. Responsibility. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty.

9.4. Estimate of costs. Immediately after damage the unit owner shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units, and against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements. The Board of Directors of the Corporation shall have the sole authority to determine what portion of the cost applies to an Owner's individual unit and what portion applies to the Common Elements.

9.6. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Corporation from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Corporation. If the total of assessments made by the Corporation in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Corporation is more than Ten Thousand Dollars (\$10,000), then the sums paid upon such assessments shall be deposited by the Corporation with the Insurance Trustee. In all other cases the Corporation shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Corporation from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to such unit then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Corporation - Tesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Corporation is less than Ten Thousand Dollars (\$10,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Corporation; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Corporation - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Corporation is more than Ten Thousand Dollars (\$10,000), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Corporation and upon approval of an architect or engineer qualified to practice in Florida and employed by the Corporation to supervise the work.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Corporation with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Corporation or upon approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Corporation made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Corporation, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect or engineer named by the Corporation shall be first obtained by the Corporation.

#### 10. EMINENT DOMAIN

The taking of a portion of the common elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Corporation. Even though a part of the awards may be payable to a unit owner, the unit owner shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Corporation, a special assessment shall be made against a defaulting unit owner in the amount of his award, or the amount of such award shall be set-off against the sums hereafter made payable to such owner. The proceeds of the award shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the Condominium is not to be terminated and one or more units are taken in part, the taking shall have the following effect:

10.1. Unit and Improvements reduced by tenantable. If the taking reduces the size of a unit and the remaining portion of a unit can be made tenantable, the award for the taking of a portion of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) The Unit and Improvements shall be made Tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

(b) The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit included in the mortgage roster, the remittance being payable jointly to the owner and mortgagees.

(c) If there is a balance of the award distributed to the unit owner or mortgagees, the share in the common elements appurtenant to the unit shall be equitably reduced. This shall be done by reducing such share by the proportion which the balance of the award so distributed bears to the market value of the unit and improvements immediately prior to the taking, and then recomputing the shares of all unit owners in the common elements. The market values of all units immediately prior to the taking shall be used in making the new computation. The shares of each unit owner shall be the percentage obtained by dividing the market value of each individual unit and improvements by the total market value of all units and improvements.

10.2. Unit and Improvements made Untenantable. If the taking destroys or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) The market value of such a unit immediately prior to the taking shall be paid to the unit owner and to each mortgagee of the unit and improvements included in the mortgagee roster, the remittance being payable jointly to the owner and mortgagee.

(b) The remaining portion of such unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the unit owners in the manner approved by the Board of Directors; provided, if the cost for such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the common elements.

(c) The shares in the common elements appurtenant to the units which continue as a part of the Condominium shall be equitably adjusted to distribute the ownership of the common elements among the reduced number of owners. This shall be done in the same manner as in 10.1(c).

(d) If the amount of the award for the taking is insufficient to pay the market value of the condemned unit to its owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the unit owners who will continue as owners of units after the changes in the Condominium effected by the taking. Such assessments shall be made in proportion to the shares of such owners in the common elements after the changes effected by the taking.

10.3. Arbitration. If the market value of a unit and improvements prior to the taking cannot be determined by agreement between the unit owner and mortgagees of the unit and improvements included in the mortgagee roster and the Corporation within thirty (30) days after notice by either party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average

of their appraisals of the unit and improvements; and a judgement of specific performance upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all unit owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

10.4. Amendment of Declaration. The changes in amount of land included the condominium units, in the common elements, in the ownership of the common elements, and in shares of liability for common expenses which are effected by eminent domain shall be evidenced by an amendment of the Declaration of Condominium, which need be approved only by a majority of all directors and administrators of the Corporation.

## II. USE RESTRICTIONS

The use of the condominium property shall be in accordance with the restriction provisions recorded in Book \_\_\_\_\_, on Page \_\_\_\_\_, and with the following conditional restrictions so long as the Condominium exists and the improvements in useful condition exist upon the land:

11.1. Units. Each of the units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. Except as reserved to a developer, no unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, without first amending this Declaration to show the changes in the unit to be affected thereby.

11.2. Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units by the owners, their family, their servants, and their guests.

11.3. Easements for the installation and maintenance of utility services are reserved on the plan of the condominium property, and it is understood that such easements may be used by the Developer and/or its assigns, and the Corporation and its agents, for such installation and maintenance, as the case might be.

11.4. No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist, quality maintenance of landscaping upon units by the owners is mandatory.

11.5. No commercial activity of any kind whatsoever shall be conducted on, or from any unit in the condominium. However, the foregoing shall not prevent the Corporation from designating certain areas in the Condominium for commercial use.

II.6. The Condominium Corporation formed may levy and collect a reasonable monthly assessment against the owners of each unit sufficient to cover each unit's proportionate share of the actual cost of operating and maintaining all common use property and facilities, garbage disposal service, sewage service, general maintenance and carrying out of its duties hereunder as "management". Likewise, the Corporation shall include in the assessment so made the sum adequate to pay all real property taxes on the condominium parcel as well as the real and personal property taxes on the common elements. The collection of these sums shall be provided for in an adequate manner to assure the necessary maintenance.

II.7. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers of all units shown on the plat or plats, hereinbefore referred to, recorded or to be recorded, their heirs, executors, administrators, and assigns, and if said owners or any of them, their heirs, executors, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such unit in the condominium property to prosecute any proceeding at law against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation including costs of the suit and a reasonable attorney's fee. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

II.8. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit owner commit or permit any nuisance, immoral, improper, offensive or illegal act in or about the condominium property. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

II.9. No person shall use the common elements or any part thereof, or a condominium unit, or the condominium property or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Corporation.

II.10. Leasing. After approval by the Corporation elsewhere required, entire units may be rented provided the occupancy is only by the lessee and his family, its servants and guests. Except as required by the Developer, no rooms may be rented and no transient tenants may be accommodated.

II.11. Obligations of members. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

(a) Allow the Board of Directors or the agents and employees of the Corporation to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common

elements, or in case of emergency threatening units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-Laws of the Corporation.

(b) Show no sign, advertisement or notice of any type on the common elements or his unit and erect no exterior antennas or aerials except as provided by uniform regulations established from time to time by the Corporation.

(c) Keep pets or other animals in his unit and the common elements only under regulations established by the Corporation.

11.12. Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Corporation in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Corporation to all unit owners and residents of the condominium upon request.

11.13. Proviso. - Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the condominium neither the unit owners nor the Corporation nor the use of the condominium property, shall interfere with the completion of the contemplated improvements and the sale of the units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, the showing of the property and the display of signs, and the renting of units until the sale of all units have been completed or until December 31, 1980, whichever shall occur first.

## 12. NOTICE OF LIEN OR SUIT

12.1. (a) Notice of lien. A unit owner shall give notice to the Corporation of every lien upon his unit other than for permitted mortgages, taxes, and special assessments within five (5) days after the attaching of the lien.

(b) Notice of suit. A unit owner shall give notice to the Corporation of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

12.2. Failure to Comply. Failure to comply with this subsection concerning liens (12.1) will not affect the validity of any judicial sale.

## 13. MISCELLANEOUS PROVISIONS

13.1. The owner of the respective condominium unit shall not be deemed to own pipes, wires, conduits, sewage connections, etc., or other public utility lines running through the condominium parcel or unit which are utilized by or serve more than one condominium unit.

13.2. The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist.

13.3. That no owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his condominium unit.

13.4. The Corporation shall for the owners of each and every condominium parcel report the same for the purpose of ad valorem taxes on the common elements with the Tax Assessor of the county or such other governmental officer of authority having jurisdiction over the same. However, nothing herein shall be construed as giving to any unit owner the right of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities for the valuations herein prescribed, it being understood that each unit owner is to pay such ad valorem taxes and special assessments as are separately assessed against his "condominium parcel" as set out hereinabove.

For the purposes of ad valorem taxation, each unit will be assessed separately. The interest of the owner of a "condominium parcel" in the "common elements", shall be considered a part of the unit. The value of said common elements applicable to any one unit in an amount shall be equal to the percentage of the value of the entire common elements including land and improvements as has been assigned to said unit and as set forth in this Declaration as amended from time to time. The total of all of said percentages equals one hundred percent of the value of all of the common elements. In determining the ad valorem tax due by each unit, such percentage of the value of the common elements shall be added to the assessed value of the individual unit.

13.5. All provisions of this Declaration and Exhibits attached hereto and Amendments thereof, shall be construed to be covenants running with the land, and of every part thereof and interests therein, including, but not limited to, every unit and the appurtenances thereto, and every unit owner and claimant of the property or any part thereof or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and Amendments hereof.

13.6. Whenever notices are required to be sent hereunder, such notice shall be given in accordance with the By-Laws at Sec. 2.3. (Exhibit "G").

13.7. The Developer reserves the right to install certain utility services underground, over and across any unit or common use area or facility to serve areas other than those involved in this condominium development described herein as well as those within the condominium, and includes maintenance of the same. However, once improvements for a unit are approved and completed, such improvements cannot be disturbed by the Developer for the above purpose. Any damage to such improvements must be replaced by the Developer.

13.8. The Developer specifically disclaims any intent to have any warranty or representation made in connection with the property or the condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of common expenses, taxes or other charges are pro forma based on existing studies. No warranty or guaranty is made or intended, nor may one be relied upon.

#### 14. COMPLIANCE AND DEFAULT

Each unit owner, regardless of the method of his acquisition of ownership, his guests, invitees and lessees, shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, and By-Laws and the Restrictions and Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of an owner to comply with such documents, restrictions and regulations shall entitle the Corporation or other unit owners to the following relief in addition to the remedies provided by the Condominium Act.

14.1. Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Corporation. A unit owner shall pay the Corporation the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit, or its appurtenances, or by the common elements, by the unit owner.

14.2. Costs and attorney's fees. In any proceeding arising because of an alleged failure of a unit owner or the Corporation to comply with the terms of the Declaration, Articles of Incorporation of the Corporation, the By-Laws, or the Regulations adopted pursuant to them, and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

14.3. No waiver of rights. The failure of the Corporation or any unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Corporation, the By-Laws or the Regulations, shall not constitute a waiver of the right to do so thereafter.

#### 15. AMENDMENTS

Except as elsewhere provided otherwise, this Declaration of Condominium and the By-Laws of BLUE HARBOR CLUB, INC., a condominium, may be amended in the following manner:

15.1. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

15.2. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors and Administrators of the Corporation or by the members of the Corporation. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by

(a) Not less than seventy-five (75%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the entire membership of the Corporation;

(b) not less than seventy-five (75%) percent of the votes of the entire membership of the Corporation; or

(c) until the first election of directors, only by all of the directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

15.3. In the alternative, an amendment may be made by agreement signed and acknowledged by all of the record owners of units in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Monroe County, Florida.

15.4. Proviso. Provided however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, or change the owner's share of the common surplus, unless the record owner of the unit concerned and all record owners of mortgages on such unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. No amendment shall change the rights and privileges of the Developer without the Developer's written approval.

15.5. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Corporation with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Monroe County, Florida.

entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash or upon terms approved by the seller and the Corporation.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

(e) Termination. The closing of the purchase of all of the units subject to such option shall effect a termination of the Condominium without further act except the filing of the certificate hereafter required.

16.3. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Corporation executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Monroe County, Florida.

16.4. Shares of owners after termination. After termination of the Condominium, the unit owners own the condominium property and all assets of the Corporation as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's units prior to the termination.

16.5. Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

## 17. INTERPRETATION

The provisions of this Declaration of Condominium of BLUE HARBOR CLUB, INC., a condominium, shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project.

## 18. SEVERABILITY

Invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Corporation shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium this day of 1977.

Signed, sealed, and delivered in the presence of: F AND N, INC.

[Signature] By: [Signature] President

[Signature] Attest: [Signature] Secretary

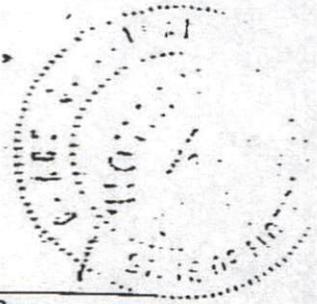
STATE OF FLORIDA)  
COUNTY OF DADE )

BEFORE ME, the undersigned authority, personally appeared DORIS T. McDONALD and JOSEPH C. NETTER, President and Secretary, of F AND N, INC., to me well known to be the persons described in and who executed the foregoing instrument, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal at Miami County of Dade and State of Florida, this 9th day of May, 1977.

[Signature]  
Notary Public, State of Florida  
My Commission expires:

Notary Public, State of Florida, At Large  
My Commission Expires Aug. 28, 1977.



DESCRIPTION

A portion of Tract A according to the Plat of BLUE WATER TRAILER VILLAGE, SECTION 4 as recorded in plat book 6 at page 100 of the Public Records of Monroe County, Florida, being more particularly described by metes and bounds as follows;

Commencing at the intersection of the northeast corner of said Tract A, thence S 22° 40' 23" E for 862.01 feet to the point of beginning of the parcel hereinafter described;

thence continue S 22° 40' 23" E for 579.46 feet;  
thence S 11° 49' 06" W for 143.05 feet;  
thence S 77° 47' 12" W for 128.44 feet;  
thence N 79° 36' 21" W for 259.47 feet;  
thence N 2° 18' 08" W for 547.49 feet;  
thence N 57° 41' 52" E for 100.00 feet;  
thence N 66° 16' 20" E for 135.67 feet  
to the Point of Beginning.

Together with an easement for ingress and egress, said easement being a strip of land, beginning 25 feet in width and having a centerline described as follows;

Commencing at the northeast corner of aforesaid TRACT A, thence S 72° 09' 37" E for 12.55 feet to the point of beginning; thence S 22° 40' 23" E for 577.28 feet; thence easement width increases to 30 feet in width and proceeds as follows; thence S 2° 18' 08" E for 797.23 feet to the point of curvature of a tangential curve concave to the northeast and having a radius of 40 feet, through a central angle of 77° 18' 13" for 53.97 feet; thence S 79° 36' 21" E for 123.16 feet; to the point of curvature of a tangential curve concave to the northwest and having a radius of 45 feet, through a central angle of 123° 04' 02" for 96.66 feet; thence N 22° 40' 23" W for 584.42 feet.

DESCRIPTION:

A portion of Tract A according to the Plat of "BLUE WATER TRAILER VILLAGE" as recorded in Plat Book 100 of the Public Records of Monroe County, Florida, being more particularly described by metes and bounds as follows:

Commence at the Northeast corner of said Tract A; thence S22°40'23"E for 862.01 feet to the Point of Beginning of the parcel of land hereinafter described; thence onthence S22°40'23"E for 579.46 feet; thence S11°49'06"W for 143.05 feet; thence 77°47'12"W for 128.44 feet; thence N79°36'21"W for 259.47 feet; thence N2°18'08"W for 547.49 feet; thence N57°41'52"E for 100.00 feet; thence N66°16'20"E for 135.61 feet to the Point of Beginning. Containing .495 acres, more or less.

Together with an Easement for ingress and egress, said easement being a strip of land 25 feet in width and having a centerline described as follows:

Commence at the Northeast corner of aforesaid Tract A; thence S72°09'37"E for 255 feet to the Point of Beginning; thence S22°40'23"E for 571.27 feet; thence easement width increases to 30 feet in width and proceeds as follows: thence S22°18'08"E for 717.33 along the arc of curvature of a circular curve concave to the Northeast; thence Southwesterly to the point of curvature of a circular curve concave to the point of tangency; thence Southwesterly along the arc of said curve and a central angle of 71°18'13" for an arc distance of 53.97 feet to the point of tangency; thence S79°36'21"E for 123.16 feet to the point of curvature of a circular curve concave the Northwest; thence Southwesterly, Northwesterly and Northwesterly along the arc of said circular curve to the left having for its elements a radius of 45.00 feet and a central angle of 123°04'02" for an arc distance of 96.66 feet to the point of tangency; thence N22°40'23"W

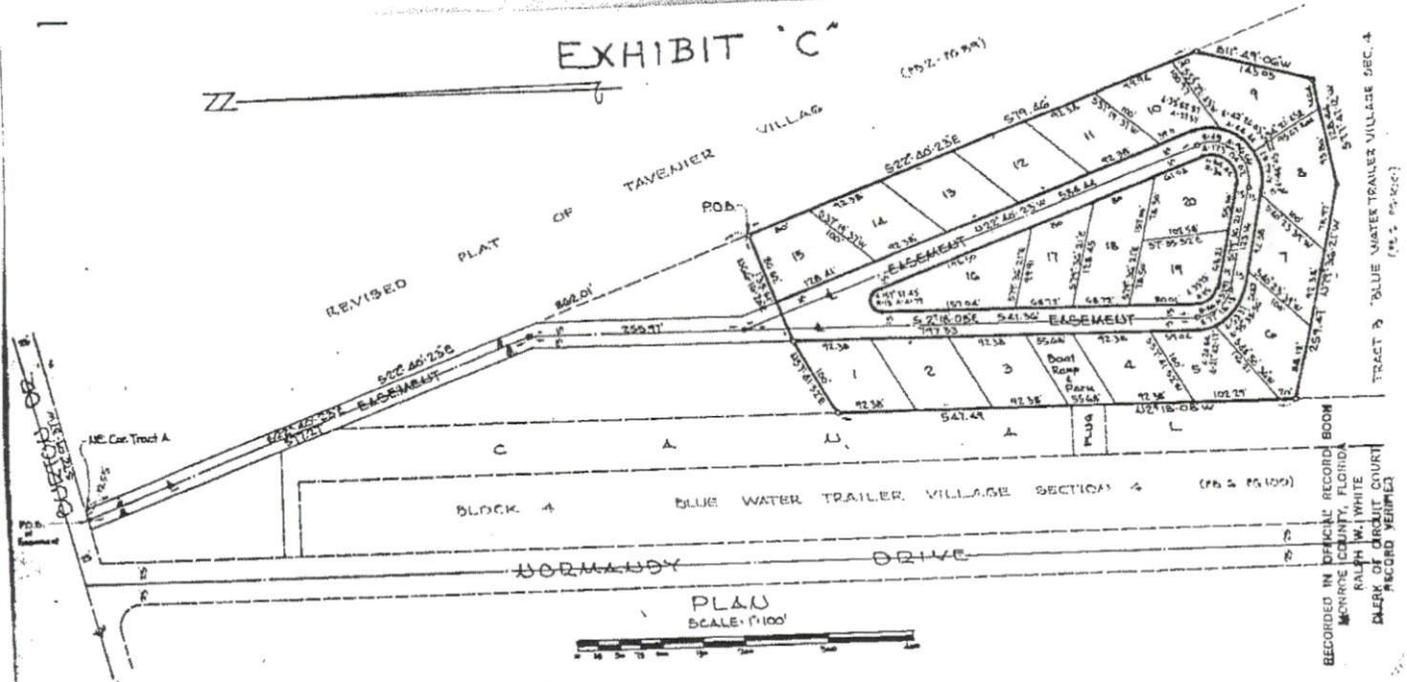
584.44 feet to the point of termination of said easement.

The ingress, egress and utility easement for Blue Harbor Club, Inc., a condominium, is as follows:

The easement being a strip of land beginning 25 feet in width and having a centerline described as follows;

Commencing at the northeast corner of aforesaid TRACT A, thence S 72° 09' 37" E for 12.55 feet to the point of beginning; thence S 22° 40' 23" E for 577.28 feet; thence easement width increases to 30 feet in width and proceeds as follows; thence S 2° 18' 08" E for 797.23 feet to the point of curvature of a tangential curve concave to the northeast and having a radius of 40 feet, through a central angle of 77° 18' 13" for 53.97 feet; thence S 79° 36' 21" E for 123.16 feet; to the point of curvature of a tangential curve concave to the northwest and having a radius of 45 feet, through a central angle of 123° 04' 02" for 96.66 feet; thence N 22° 40' 23" W for 584.42 feet.

REF. 708 PAGE 911



**DESCRIPTION:**  
 A portion of Tract A, according to the Plat of "Blue Water Trailer Village" as recorded in Plat Book G of Page 100 of the Public Records of Monroe County, Florida, being more particularly described by metes and bounds as follows:  
 Commence at the Northeast corner of said Tract A; thence S22°40'25"E for 862.01 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue S22°40'25"E for 579.46 feet; thence S10°49'02"W for 143.05 feet; thence S77°47'12"W for 128.44 feet; thence N79°36'21"W for 257.47 feet; thence N2°18'05"W for 547.47 feet; thence N57°41'52"E for 100.00 feet; thence N66°16'20"E for 135.01 feet to the Point of Beginning. Containing 4.76 acres, more or less.  
 Together with an Easement for ingress and egress, said easement being a strip of land 25 feet in width and having a centerline described as follows:  
 Commence at the Northeast corner of aforesaid Tract A; thence S72°04'57"E for 12.55 feet to the Point of Beginning; thence S22°40'25"E for 577.27 feet; thence easement width increases to 30 feet in width and proceeds as follows: thence S2°18'05"E for 771.33 to the point of beginning of a certain drive common to the Northeast; thence Southwesterly

**BLUE HARBOR CLUB, INC.**  
**A CONDOMINIUM**

A PART OF TRACT A - BLUE WATER TRAILER VILLAGE SECTION 4  
 LOCATED IN PART OF SECTION 26, TOWNSHIP 62 SOUTH-RANGE 38 EAST  
 KEY LARGO MONROE COUNTY FLORIDA

Prepared By  
**FRANK H. UHEREK**  
 Engineer and Land Surveyor  
 KEY LARGO, FLORIDA 33907

RECORDED IN OFFICIAL RECORD BOOK  
 MONROE COUNTY, FLORIDA  
 RALPH W. WHITE  
 CLERK OF CIRCUIT COURT  
 RECORD VERIFIED

LIST OF NAMES AND ADDRESSES OF  
ALL REAL PROPERTY OWNERS WITHIN  
A 600FT RADIUS OF THE SUBJECT  
PROPERTY

RECHAR	NAME	ADD1	ADD2	CITY	STATE	ZIP	
00479501-002210	500 BURTON DRIVE UNIT 2210 LLC	15521 SW 30th St		Miami	FL	33185	48154
00479501-002203	A AND J SUN RENTALS LLC	9108 Glenmark Dr		Burlington	IA	52601	49148
00479501-001315	AHT INVESTMENTS LLC	1017 E Garfield St		Phoenix	AZ	85006	13060
00489136-011400	ALLEN PHILLIP	10180 NW 43rd St		Coral Sprin	FL	33065	49224
00479501-001301	ALSINA INES S	3611 Washington Ln		Hollywood	FL	33026	13189
00489136-012400	ALVAREZ DANIEL	9102 SW 127th Ave		Miami	FL	33186	50570
00489136-015800	ALVAREZ JOSE	229 Normandy Dr		Tavernier	FL	33070	50565
00489136-008200	ALVAREZ PATRICIA BESTARD	9401 SW 118th Ter		Miami	FL	33176	48357
00479501-002202	AMPAZ LLC	11720 Amberpark Dr		Alpharetta	GA	30009	48409
00479501-002311	ANDERSON AMANDA ELAINE	26 ELMSLEY CRESENT		NEPEAN		K2H 6V3	48410
00489136-008600	AYES JULIO FAMILY TRUST 4/18/2018	C/O MAELI 8315 NW 1		Miami Lake	FL	33016	47275
00479501-001216	AYRES FAMILY TRUST 5/6/2021	C/O AYRES 59 SE Paler		Stuart	FL	34994	12478
00479501-001213	BADILLO VANESSA	5581 SW 13th St		Plantation	FL	33317	14159
00479501-001410	BAR OCEANSIDE RETREAT LLC	6168 Golf Villas Dr		Boynton Be	FL	33437	15592
00489136-016700	BARCH FRANK J	189 Normandy Dr		Tavernier	FL	33070	68434
00479501-001307	BASSETT ANTHONY	302 Buttonwood Cir		Key Largo	FL	33037	11872
00479501-001401	BEGUR PROPERTIES LLC	1662 SW 18th Ave		Miami	FL	33145	36023
00479501-001406	BEKUS DAVID	45 Hunt Ln		Skillman	NJ	8558	14161
00489136-011900	BLINEAU JUAN F	12040 SW 31st Ter		Miami	FL	33175	49339
00489136-018723	BLONDIN JACQUELINE	101 Blue Harbor Dr		Tavernier	FL	33070	87418
00489136-018800	BLUE WATER COMMUNITY INC	C/O NETTE 9163 SW 9'		Miami	FL	33176	68861
00489136-019000	BLUE WATER PROPERTY OWNERS ASSOCIATION INC	PO Box 88		Tavernier	FL	33070	88113
00489136-013400	BRAVEM HOLDING CORP	5700 SW 123rd Ave		Miami	FL	33183	68459
00479501-002312	BURKHART ROBERT KURK	910 Soaring Eagle Ct		Davidsonvi	MD	21035	48456
00489136-007600	CABRERA ENRIQUE	189 Burgundy Dr		Tavernier	FL	33070	34048
00489136-016600	CAMPOS DANIEL ANTONIO	8411 NW 118th Ter		Ocala	FL	34482	49179
00489136-010900	CAMPOS DELFIN	7721 SW 146th Rd		Miami	FL	33183	50087
00479501-002308	CANO FREDERICK	159 Palermo Dr		Islamorada	FL	33036	33369
00489136-013500	CASTRO LESLIE J	10390 SW 131st Ter		Miami	FL	33176	49223
00479501-001404	CHARLES JOHN A	9 ACKERMAN ST RR 8		PICTON	ON	KOK 2T0	13119
00479501-002306	CORSI RENO J LIVING TRUST 10/1/2010	43 Sun Hill Ln		Lemont	IL	60439	48527
00489136-016500	CUELLO VIRGINIA	16781 SW 282nd St		Homestead	FL	33030	49336
00489136-007500	DANIEL DEAN	PO Box 5758		Hialeah	FL	33014	47530
00489136-011000	DE LA MORENA MICHAEL	10335 SW 90th St		Miami	FL	33176	50088
00489136-018704	DE LEON OSCAR C	14090 SW 28th Ct		Davie	FL	33330	68458
00489136-017700	DEL TORO JOSE E	11476 SW 254th St		Homestead	FL	33032	50010
00489136-007100	DELGADO JULIO	209 Burgundy Dr		Tavernier	FL	33070	46770
00489136-018100	DELLANOS NORA	133 Normandy Dr		Tavernier	FL	33070	49558
00489136-017800	DEMAINTENON MARITZA SUSANA	305 Sherwood Dr		Athens	GA	30606	49560
00489136-017500	DEMELO JOHN J	157 Normandy Dr		Tavernier	FL	33070	49181
00479501-002211	DUPRE JEFFREY	109 Leoni Dr		Islamorada	FL	33036	33161
00489136-011700	EDWARDS MARK	162 Normandy Dr		Tavernier	FL	33070	49185
00489136-016400	ELK INVESTMENTS OF MIAMI LLC	10250 SW 68th St		Miami	FL	33173	68859
00479501-002303	ELLNER SUSAN P	38 Pine Lake Ter		River Vale	NJ	7675	48155
00479501-001412	EXTRAMIL MANUEL	9510 SW 47th St		Miami	FL	33165	14859
00489136-007300	FABELO LUIS ORLANDO	10352 NW 131st St		Hialeah	FL	33018	48356
00479501-002404	FACCH007 LLC	2365 Riverside Ave		Seaford	NY	11783	62859
00479501-002415	FALLS INVESTMENTS TRUST DATED 03/04/2019	500 Burton Dr		Tavernier	FL	33070	34755
00479501-002209	FEIST THOMAS	2720 Carole Ln		Allentown	PA	18104	33416
00489136-013900	FERNANDEZ ALEJANDRO	250 Normandy Dr		Tavernier	FL	33070	49561
00489136-012700	FERNANDEZ AUGUSTIN P	275 W 60th St		Hialeah	FL	33012	68893
00489136-018727	FERNANDEZ JAVIER A	115 Blue Harbor Dr		Tavernier	FL	33070	69005
00489136-015500	FERNANDEZ JUAN C	7895 SW 66th St		South Miar	FL	33143	48965
00489136-013700	FERNANDEZ MARIO	7301 SW 84th Pl		Miami	FL	33143	49281
00479501-001211	FILIBERTO DAMYON	2222 NW Plumbago Tr		Stuart	FL	34994	12550
00479501-001210	FISHER JEREMY C	5424 Vista Belle Ct		East China	MI	48054	14857
00489136-012800	FORTUN REVOCABLE FAMILY TRUST 06/03/2021	11898 SW 74th Ter		Miami	FL	33183	68894
00489136-011300	FRADE CARLOS G	13211 SW 51st St		Miami	FL	33175	49338
00479501-002406	FRIESNER ELAINE BRENNER TRUST AGREE 06/25/09	C/O FRIESH 23431 Feat		Boca Rator	FL	33433	33109
00479501-001314	FROSTY MARLIN LLC	340 Sunset Dr		Fort Laude	FL	33301	12987
00489136-018722	FULLER DONALD A	208 Wheeling Rd		Prospect H	IL	60070	49426
00479501-001411	GALLO FRANK C	5605 SE Matousek St		Stuart	FL	34997	14786
00489136-013600	GARCIA JEANNETTE	13140 SW 81st Ave		Pinecrest	FL	33156	49562
00479501-002316	GARRIGA ILIANA C	238 SW 103rd Ave		Miami	FL	33174	34752
00489136-013300	GIGUERE MARCEL	226 Normandy Dr		Tavernier	FL	33070	49183

00489136-012000	GOMEZ ALEX	16360 Paddock Ln	Weston FL	33326	49184
00489136-013100	GOMEZ GRISEL M	218 Normandy Dr	Tavernier FL	33070	69007
00489136-012100	GONZALEZ BENITO RICHARD	1811 SW 92nd Ct	Miami FL	33165	68437
00489136-018720	GONZALEZ CLEMENTE	136 Blue Harbor Dr	Tavernier FL	33070	68862
00489136-015700	GOODLEY GEORGE RICHARD	900 SE 5th Ct	Pompano E FL	33060	69003
00489136-016000	GRANADO SOCARRAS JUAN C	221 Normandy Dr	Tavernier FL	33070	49335
00489136-017600	GRANT TAMMY	127 Grand View Dr	Warwick RI	2886	69004
00479501-001308	GREIF OCEAN POINTE LLC	12873 Pennell Pines R	Boynton B FL	33436	14160
00479501-002410	GUBBELS ARTHUR WILLIAM	90 FLORIZEL AVE	NEPEAN	K2H 9P9	48791
00479501-002314	GUISASOLA FERNANDO	13735 SW 83rd Ct	Palmetto B FL	33158	49031
00489136-007700	GUZMAN GILBERT	10216 NW 128th Ter	Hialeah Ga FL	33018	35853
00479501-001309	HAWKINS JASON	111 Davenport Dr	Chesterfiel NJ	8515	12480
00479501-002409	HAWS PATTI	9400 Overseas Hwy	Marathon FL	33050	33371
00479501-001416	HEJNAS ANDREW P	PO Box 576	Central Val NY	10917	11873
00489136-016200	HERIA ANGEL M	18011 NW 77th Ct	Hialeah FL	33015	78236
00489136-007200	HERNANDEZ PEDERO	7835 NW 166th Ter	Miami Lake FL	33016	47373
00489136-018718	HERNANDEZ PEDRO MIGUEL	985 Ludlam Dr	Miami Spri FL	33166	49337
00489136-018702	HERNANDEZ PEDRO MIGUEL	164 Blue Harbor Dr	Tavernier FL	33070	68403
00489136-008700	HERNANDEZ RICARDO J	14431 Harris Pl	Miami Lake FL	33014	35854
00479501-002205	HILLEY NANCY JAMES	474 Venetian Villa Dr	New Smyrr FL	32168	33368
00489136-018709	HONES FRANCIS J	2611 8th Ave	Naples FL	34120	69006
00489136-011200	HONG YUN	2951 Lake Tohopekalig	Kissimmee FL	34746	78240
00479501-001403	HOROWITZ CRAIG	14 SE Marlin Ave	Key Largo FL	33037	11416
00479501-001304	HOROWITZ MELANIE R	500 Burton Dr	Tavernier FL	33070	13190
00489136-017400	HOWARD MARK J	161 Normandy Dr	Tavernier FL	33070	49101
00479501-001413	HULTENIUS DAVID	500 Burton Dr	Tavernier FL	33070	14787
00489136-018703	IBARRIA MARIA	123 Blue Harbor Dr	Tavernier FL	33070	68404
00489136-017200	JENAN HOLDINGS LLC	2751 SW 142nd Ct	Miami FL	33175	68401
00489136-015600	JIMENEZ ALEXANDRA	4351 Royal Palm Ave	Miami Bea FL	33140	49423
00489136-018705	JMA INVESTMENTS MIAMI LLC	8457 Glencairn Ter	Miami Lake FL	33016	49103
00479501-001405	JOHANN ROBERT C	1541 Brickell Ave	Miami FL	33129	13120
00479501-001316	JUANPERE PEDRO A	PO Box 1546	Tavernier FL	33070	11603
00479501-002212	KELLY THOMAS M	187 Devonshire Ln	Madison CT	6443	48789
00489136-018200	KHAN WHITNEY E	129 Normandy Dr	Tavernier FL	33070	68457
00479501-002309	KOTSCH-CURDT DIETMAR	3 FRIEDRICHSTR. 3/4	GOTTINGEN	37073	48776
00489136-018710	LANE MARTIN G JR REVOCABLE TRUST 12/11/2017	6050 Lyters Ln	Harrisburg PA	17111	49182
00479501-001209	LANZANO CARL	4294 Oneida Ave	Bronx NY	10470	14251
00489136-017300	LEE NICHOLAS A	151 Blue Harbor Dr	Tavernier FL	33070	50566
00479501-001414	LEVINSON RENEE	5050 N Hills Dr	Hollywood FL	33021	12481
00479501-002214	LONET PROPERTIES LLC	10200 SW 128th St	Miami FL	33176	48432
00489136-017900	LOPEZ JULIO	141 Normandy Dr	Tavernier FL	33070	49280
00489136-007900	MACHADO OSCAR LUIS	1041 NW 127th Ct	Miami FL	33182	47062
00479501-002408	MACHT BENJAMIN	5002 Gilbert Ave	Tampa FL	33615	49504
00489136-018714	MAMONE BRUNO	2780 E 8th Ave	Hialeah FL	33013	68860
00479501-002304	MARINELLI JAMES A	9828 Isles Cay Dr	Delray Bea FL	33446	33417
00489136-018713	MARTINEZ NOEL	163 Blue Harbor Dr	Tavernier FL	33070	78237
00489136-006500	MATOS GLADYS C	10840 SW 84th Ave	Miami FL	33156	47061
00479501-001215	MEIER CHRISTOPHER PATRICK	5581 SW 13th St	Plantation FL	33317	11581
00489136-008300	MELARTI LOURDES BESTARD	133 Richards Rd	Ridgewooc NJ	7450	35852
00489136-016300	MENDOZA NILDA	205 Normandy Dr	Tavernier FL	33070	68433
00479501-001407	MEYER ALBERT R	6168 Golf Villas Dr	Boynton B FL	33437	11604
00479501-002216	MILLS ANDREA	77 S Birch Rd	Fort Laude FL	33316	49030
00489136-018711	MONTANTI JOHN C	17210 SW 68th Ct	Southwest FL	33331	49429
00489136-015400	MORALES ANGEL LUIS	1221 Bluebird Ave	Miami Spri FL	33166	78235
00489136-018716	MORELL MANUEL	448 NW 132nd Pl	Miami FL	33182	49222
00479501-002201	MURRAY KEVIN J	8210 SW 111th Ter	Miami FL	33156	62857
00479501-001409	NAGLE CHRISTOPHER ROBERT	500 Burton Dr	Tavernier FL	33070	11605
00489136-016900	NALEWAY JOSEPH S JR	181 Normandy Dr	Tavernier FL	33070	68402
00489136-018724	NAVIA ADALBERTO JR	11032 SW 25th St	Miami FL	33165	49376
00489136-011600	NEVI CORPORATION	5805 Blue Lagoon Dr	Miami FL	33126	49378
00489136-006600	NIETO ILEANA	10944 NW 73rd St	Doral FL	33178	47039
00479501-002315	OCEAN POINTE 4209 LLC	1712 Pioneer Ave	Cheyenne WY	82001	33470
00479501-000100	OCEAN POINTE COMMONS ASSOCIATION INC	500 Burton Dr	Tavernier FL	33070	18548
00479501-001310	OCEAN POINTE TRUST NUMBER 1310 8/1/2005	C/O HENSE 1409 BURR	Hinsdale IL	60521	12551
00479501-001205	ORGANIZED CHAOS INVESTMENT GROUP LLC	125 S State Road 7	Wellington FL	33414	11602
00489136-013800	ORTEGA FAUSTO	5941 NW 192nd St	Hialeah FL	33015	49105

00489136-007400	OSIMAR CORPORATION	197 Burgundy Dr	Tavernier FL	33070	48355
00489136-017000	OSORIO MARCOS A	14401 SW 85th Ave	Palmetto B FL	33158	48743
00479501-002402	PALM LARGO 119 LLC	140 Condit St	Harrison NY	10528	48561
00479501-002307	PALM TREE ESCAPES LLC	236 Burts Rd	Kirkwood NY	13795	49503
00489136-016100	PARROTT SYLIVA M	217 Normandy Dr	Tavernier FL	33070	48742
00489136-008500	PASCUAL MARIO A	3560 SW 123rd Ct	Miami FL	33175	35229
00479501-002206	PENTON JOHN J	120 Arrowridge	Waleska GA	30183	49502
00489136-008100	PEREZ ADOLFO A	169 Burgundy Dr	Tavernier FL	33070	64593
00489136-018712	PEREZ ALDO	14041 Lake Saranac Av	Miami Lake FL	33014	68435
00489136-013200	PEREZ JORGE A	2332 SW 82nd Ct	Miami FL	33155	78239
00489136-018728	PEREZ JOSE A	4260 127TH Pl	Miami FL	33175	50084
00489136-006700	PEREZ NOIRE ENRIQUE	4118 SW 195th Ter	Miramar FL	33029	47010
00479501-001212	POWELL DON C REVOCABLE TRUST 09/27/2018	620 SW 164th Ave	Pembroke FL	33027	15590
00489136-011800	RAMOS EUSTACIO C	975 Curtiss Dr	Opa Locka FL	33054	68436
00479501-002401	REELING IN DREAMS LLC	6149 Golf Villas Dr	Boynton Bc FL	33437	34753
00489136-018708	RIVIAN CORPORATION	2597 SW 87th Ave	Miami FL	33165	49428
00489136-008400	RODDA LUIS E	428 SW 19th Rd	Miami FL	33129	46771
00489136-006900	RODRIGUEZ JOSE R	460 SE 7th Ave	Hialeah FL	33010	35228
00489136-007000	RODRIGUEZ JOSE R	2927 NW 74th Ave	Miami FL	33122	64592
00489136-008000	RODRIGUEZ JULIO	173 Burgundy Dr	Tavernier FL	33070	46659
00489136-012600	RODRIGUEZ RENE	7300 SW 139th Ave	Miami FL	33183	68460
00479501-001312	RODRIGUEZ SANDRA	6934 SW 114th Pl	Miami FL	33173	14785
00479501-002413	RODRIGUEZ THOMAS C	279 Saint Thomas Ave	Key Largo FL	33037	48411
00479501-001204	ROGERS BRIAN A	122 Mockingbird Rd	Tavernier FL	33070	23878
00479501-001306	ROJAS FREDY	94825 Overseas Hwy	Key Largo FL	33037	11582
00479501-001201	ROJAS FREDY	PO Box 771454	Miami FL	33177	32744
00479501-002302	ROMANCIK MICHAEL	724 Elizabeth St	Elburn IL	60119	33162
00489136-006400	ROSADO LIDIA R REV LIVING TRUST 5/21/2021	8980 W Flagler St	Miami FL	33174	49284
00479501-002407	ROSENKRANZ RICHARD	447 Woodcleft Ave	Freeport NY	11520	33370
00489136-018726	ROSSI-MONTERO SYLVIA LIVING TRUST 08/10/2004	2301 Tequesta Ln	Miami FL	33133	49221
00479501-002414	RP FACCHINI FAMILY LLC	2365 Riverside Ave	Seaford NY	11783	34754
00479501-001313	SAIZ ISAAC BENJAMIN	2956 Bird Ave	Miami FL	33133	15591
00489136-018300	SANCHEZ CARMEN	104 Bloomfield St	Hoboken NJ	7030	49425
00489136-018706	SANCHEZ MARIA D REV TR 9/1/1999	11905SW 47th St	Miami FL	33175	50567
00489136-012500	SANCHEZ SENEN	1601 SW 87th Ct	Miami FL	33165	49430
00479501-002412	SANNITI CARL V	8256 Timber Trl	Chagrin Fal OH	44023	48156
00489136-016800	SANTAMARIA INGRID	5146 Palm Way	Lake Worth FL	33463	49375
00489136-015300	SANTIAGO PETER	249 Normandy Dr	Tavernier FL	33070	48966
00479501-002416	SCALAMANDRE PETER	55 Crescent Cove Ct	Seaford NY	11783	33471
00479501-001208	SEASUN TRAVEL ACCOMMODATIONS INC	15394 SW 115th Ter	Miami FL	33196	11580
00479501-001203	SEAVER CHRIS	2771 SW 137th Ter	Davie FL	33330	33459
00479501-002213	SHAHID IMRAN	7618 Kings Passage Av	Orlando FL	32835	49029
00479501-002305	SMITH DAVID K	3311 N Josephine St	Denver CO	80205	33108
00479501-002310	SMITH TRACY	17219 Mallet Hill Dr	Louisville KY	40245	49149
00489136-012900	SMORCHOKE DONNA M	10524 SW 130th Ct	Miami FL	33186	49377
00489136-007800	SORIANO SANTIAGO	181 Burgundy Dr	Tavernier FL	33070	35851
00479501-002301	SORRENTINO JOE	500 Burton Dr	Tavernier FL	33070	48790
00479501-002204	SPAHW LLC	PO Box 1506	Annapolis MD	21404	33160
00479501-002208	SPENCER MARK	48 Beach Rd	Massapequ NY	11758	33107
00479501-002405	SUMMER BAY INVESTMENTS LLC	437 Webbs Cv	Osprey FL	34229	48458
00479501-001207	SWACKHAMMER TIMOTHY	3021 Falcon Dr	Valencia PA	16059	12986
00479501-002207	TAREK ANDRE AND URSULA E REV LIV TR 9/20/1999	1000 N US Highway 1	Jupiter FL	33477	48526
00479501-001408	TEDFORD KEVIN S	4110 Hunt Rd	Blue Ash OH	45236	36024
00489136-018000	TELLEZ ARMANDO	137 Normandy Dr	Tavernier FL	33070	49559
00479501-001415	THOMAS MELISSA	4248 Marina Way	Pompano E FL	33064	36025
00489136-018721	TORRES DANIEL	335SW 133rd Ave	Miami FL	33184	50085
00479501-002411	TWIN OIL CO EMP PROF SHAR PLN AND TR DTD 4/13/1989	C/O VOLAN 15300 NW	Miami FL	33169	62860
00479501-001202	V & J KINGDOM HOLDINGS LLC	20716 SW 240th St	Homestead FL	33031	49023
00489136-018719	VALDES CRISTINA M	14222 SW 76th St	Miami FL	33183	78238
00479501-001206	VALENCIA ALVAREZ TRUST 09/27/2021	12923 SW 210th Ter	Miami FL	33177	13059
00489136-011500	VARONA AMARILLYS C	16555 SW 100th Ter	Miami FL	33196	78241
00489136-012200	VILLA VARELA LLC	16215 NW 83rd Ct	Miami Lake FL	33016	49379
00489136-013000	VILLAVERDE ORLANDO	214 Normandy Dr	Tavernier FL	33070	68863
00479501-001402	VIRGINIA BEACH FINANCIAL CENTER INC	C/O HOLLC 1008 Camii	Virginia Be. VA	23456	13740
00479501-001303	WALLER KURT M	123 E Kimberly Ave	Palatine IL	60067	23880
00479501-001305	WALLS JOHN THOMAS	2761 Howard Rd	Middleburj FL	32068	12479

00479501-001302	WARNER ROBERT S	1101 Falcon Ridge Ln	Palm Harb	FL	34683	23879
00489136-011100	WIGGS STEPHEN TODD	140 Howards Ln	Hampsteac	NC	28443	49225
00479501-002313	WINN KEITH	12130 NW 5th Ct	Plantation	FL	33325	62858
00489136-015200	ZAMBRANA JOSE L	PO Box 407	Tavernier	FL	33070	48741
00489136-006800	ZURITA ADAN	221 Burgundy Dr	Tavernier	FL	33070	47301

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