

File #: 2020-061

Owner's Name: Shadow Point, LLC

Appellant: Shadow Point, LLC

Agent: Robert Hardy Matheson Jr. Esq.

Type of Application: PC Appeal

Key: Key Largo

RE #: 00085930-000000

Additional Information added to File 2020-061

End of Additional File 2020-061

ROBERT HARDY MATHESON, JR.,

Attorney at Law
P.O. Box 1848
Palm City, FL 34991

Telephone: (772) 485-0944
E-Mail: bobdermatheson@gmail.com

March 23, 2020

VIA FEDERAL EXPRESS

Monroe County Administrator
Gato Building
1100 Simonton Street
Key West, FL 33040



VIA FEDERAL EXPRESS

Planning Commission Coordinator
Monroe County Planning and Environmental
Resources Department
2798 Overseas Highway, Ste. 400
Marathon, FL 33050

RE: Appeal to the Monroe County, Florida Planning Commission regarding Staff Denial on February 25, 2020 of Shadow Point LLC Application of December 14, 2018 for a Vacation Rental Permit under Code Section 134-1(b)(1)

Dear Sir or Madam,

Please find enclosed:

1. Completed Application for Appeal to the Planning Commission dated today;
2. Copy of the original Application of December 14, 2018 and Denial letter of February 25, 2020;
3. Agent Authorization forms granting me authority to speak, as described therein for Dylan Matheson, William Merritt Matheson, Margaret Matheson and Patricia A McNaughton.
4. Checks payable to Monroe County Planning & Environmental Resources of \$1,500.00 and \$245.00 representing appeal fee and advertising fee respectively.
5. Check for \$9.00 for actual notice to the contiguous "adjacent parcels". On this point no measurement of distance regarding notice is given under 102.185(c), Section 102-185(c) requires a notice of appeal be given to "Adjacent property owners" as does the last sentence on page 2 of the Appeal to The Planning Commission form. Whereas page 3 of such form the

requirement reads that "all property owners within a 600 feet radius of the property" must be noticed. Within about 100 feet of the subject property are maybe four properties (certainly 3) which are all contiguous. My Black's Law and Webster New World Dictionary were consulted (copies enclosed) but neither seemed determinative of what is not just contiguous but near or close. I apologize for the argumentative nature of this but I finally consulted the Definitions Section of your Monroe County Comprehensive Plan Update to learn that "adjacent parcel" means:

"a parcel of land sharing a boundary with another parcel of land at one or more points of intersection. For purposes of this land development code, an intervening road, right-of-way or easement shall not eliminate nor destroy the adjacency of the two parcels, except for U.S. 1".

The subject property is partly bordered at the end of a public road, Bonita Avenue, which continues directly to U.S. 1. Other than that, there are three contiguous parcels, I.D. numbers being 00085520, 00552590 and 00552570. I believe your code definition supersedes the administrative language on the application form. Staff interpretation may not further restrict the original ordinance language subsequent to the original date of passage. City of Miami vs. Airbnb, 260 So.3d 478, 482, (Florida 3d DCA 2018), (See also Florida Attorney General Opinion #AGO 2019-07, August 16, 2019). This explains the enclosed check for \$9.00 rather than \$171.00 (being three notices verses fifty seven). Frankly it is not the expense but a matter of procedural and substantive due process (which the applicant believes was violated in the staff denial contrary to the considerable evidence, in the original application). Again, I apologize for the disagreement expressed at length herein, and at the beginning of our relationship, and reserve the right to acquiesce and have the clients send another \$162.00, but I request the opportunity to communicate further on this point, perhaps to your county attorney assigned to the Planning Commission.

6. Letter of Margaret Matheson of this date as to the representation of Robert A. McNaughton as his attorney in fact.

7. Brief and Argument by undersigned.

Please be kind enough to send me, and e-mail is fine, a copy of Monroe County Planning Commission Resolution No. P13-18, which was referenced in the letter of Denial of February 25, 2020 and which I have requested previously.

Monroe County Administrator
& Planning Commission Coordinator
Monroe County Planning and Environmental
March 23, 2020
Page 3

Some of the interested parties are hesitant to travel currently, in light of the National Emergency relative to the pandemic. We therefore request that the Public Hearing be delayed until it is safe to travel and gather as a group in public.

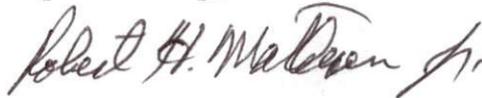
I note that at least once in the written statement in the enclosed application reference is made to Monroe County Code Sections regarding "grandfather" (Sect. 102-56(a)(1) permission for property uses dating prior to 1985. While this Appeal does not make such argument, the clients reserve the right to do so in the future.

The client's may have an expert witness at the Appeal Hearing and I await such re-sumé and qualifications at this point so I respectfully reserve the right to supplement this Application regarding this point, and others, in the future.

I shall await word from Monroe County regarding the "notice" issue see paragraph 5.

Thank you.

Respectfully,



Robert Hardy Matheson, Jr.

RHM/jn
Encs.

P.S. The Denial Letter was not received until February 29, 2020.

APPLICATION
MONROE COUNTY, FLORIDA
PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT



APPEAL TO THE PLANNING COMMISSION
[MUST BE RECEIVED WITHIN 30 CALENDAR DAYS OF THE DECISION]

An application must be deemed complete and in compliance with the Monroe County Code by the Staff prior to the item being scheduled for review.

Application Fee: \$1500.00 (required)

Advertisement Fee: \$245.00 (required)

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

Pursuant to Monroe County Code Section 102-185, the Planning Commission shall hear and decide upon appeals to administrative actions regarding provisions of the Land Development Code, excluding those related to floodplain management and actions by the Historic Preservation Commission.

Date of Application: $\frac{3}{\text{Month}} / \frac{18}{\text{Day}} / \frac{2020}{\text{Year}}$

Appellant:

Shadow Point, LLC	Margaret Matheson
Appellant (Name of Person, Business or Organization)	Contact Name
5107 S.W. Anhinga Ave., Palm City, FL 34990	
Appellant Mailing Address (Street, City, State and Zip Code)	
772-708-9599	info@historicshadowpoint.com
Appellant Phone #	Appellant Email Address

Agent Authorized to Act for Appellant (if applicable):

Robert Hardy Matheson Jr., Esq.	
Agent (Name of Person, Business or Organization)	Contact Name
P.O. Box 1848, Palm City, FL 34990	
Agent Mailing Address (Street, City, State and Zip Code)	
772-485-0944	bobdermatheson@gmail.com
Agent Phone #	Agent Email Address

APPLICATION

Decision being appealed:

Staff denial of applicant's December 14, 2018 request for a vacation rental permit exemption pursuant to Monroe County Code Sect. 134-1(b)1

Date of decision being appealed: February 25, 2020

Property Owner of Affected Property (if applicable):

Check Box if not applicable

Same as appellant

Property Owner (Name of Person, Business or Organization)

Same as appellant

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

Legal Description of Affected Property (if applicable):

Check Box if not applicable

(If in metes and bounds, attach legal description on separate sheet.)

See attached

Key Largo

Block

Lot

Subdivision

Key

Parcel I.D. #00085930-000000

Property I.D. #1094536

Real Estate (RE) Number(s)

Alternate Key Number(s)

598-600 Bonita Ave., Key Largo, FL 33037

103

Street Address (Street, City, State & Zip Code)

Approximate Mile Marker

A notice of appeal in the form prescribed by the Planning Director must be filed with the County Administrator and with the office or department rendering the decision, determination or interpretation within 30 calendar days of the decision. Failure to file such appeal shall constitute a waiver of any rights under this Land Development Code to appeal any decision, interpretation or determination made by an administrative official. Such notice shall be accompanied by the names and addresses of the owner, applicant, property owner, and adjacent property owners.

* * * * *

APPLICATION

All of the following items must be included in order to have a complete application submission:
(Please check the box as each required item is attached to the application.)

- Completed application form (unaltered and unbound)
- Applicable fees (check or money order to *Monroe County Planning & Environmental Resources*)
- Full and unedited copy of the document(s) that provides the administrative decision being appealed
- Basis for the appeal in the nature of an initial brief and any evidence, including testimony, affidavits and the curriculum vitae of any expert witness that will be called (the brief must at a minimum state all grounds for the appeal, including but not limited to, the law being appealed and any facts necessary for interpretation of those laws)

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

- Agent Authorization form (*required if application is submitted on behalf of another party*)
- Proof of ownership (i.e. Warranty Deed) (*required if appellant is owner of a specific property that is subject of the appeal*)
- Property Record Card(s) from the Monroe County Property Appraiser (*required if a specific property(s) is subject of the appeal*) Copy in original 12/14/18 Application
- Typed name and address mailing labels of all property owners within a 600 foot radius of the property. 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.

Is there a pending code enforcement proceeding involving all or a portion of this property?

Yes No Code Case file # _____ Describe the enforcement proceedings and if this application is being submitted to correct the violation

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

Additional fees may apply pursuant to the approved fee schedule.

* * * * *

APPLICATION

The applicant 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.

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: Margaret Matheson, managing member LLC ^{Shadow Point} Date: March 23, 2020

STATE OF Florida

COUNTY OF Martin

Sworn to and subscribed before me this 23 day of March, 2020,

by Shadow Point LLC by Margaret Matheson, Managing Member who is personally known to me OR produced
(PRINT NAME OF PERSON MAKING STATEMENT)

_____ as identification.
(TYPE OF ID PRODUCED)

Jennifer Nolen
Signature of Notary Public, State of Florida
Jennifer Nolen



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

Please submit or send the application package to:
Monroe County Administrator
The Gato Building
1100 Simonton Street, Key West, FL 33040

and to:

Monroe County Planning & Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400, Marathon, FL 33050

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

Note: A transcript made from recordings or other secondary means does not provide a sufficiently accurate record of all the speakers. Therefore, such "secondary" transcripts may not be accepted as a valid verbatim transcript.

"Property"):

Beginning at the Norneast corner of Lot 13, thence run East 300 feet to the Point of Beginning; thence South 15 feet; thence East to the waters of Largo Sound on a point of land; thence from the Point of Beginning run North 263.40 feet; thence run East to Water of Largo Sound together with all improvements and riparian rights, also all that part of Lot 14 lying East of a line which is 300 feet East of the West boundary of said Lot 14 and its parallel with said boundary lying South and East of Right-of-Way of F.E.C. Railway according to survey made by P.F.Jenkins and Plat 1-68 all in Section 14-61-39.

OTHERWISE DESCRIBED AS:

A portion of Lots 1 and 14 in Section 14-61-39, according to Model Land Co., Plat of lands on Key Largo, recorded in Plat Book 1, at Page 68, Public Records of Monroe County, Florida, and more particularly described as follows: Beginning at a concrete monument on the dividing line between said Lots 1 and 14, on the East boundary of Block 9, according to the Plat of Anglers Park, recorded in Plat Book 1, at Page 159, of the Public Records of Monroe County, Florida; thence North along the East boundary line of Anglers Park, a distance of 244.7 feet to an existing fence; thence East along said fence line, a distance of 218.9 feet to the shore of Largo Sound; thence Southeasterly, Southerly and Southwesterly meandering said Shore of Largo Sound, a distance of 570 feet more or less to the East line of said Block 9 of Anglers Park; thence North along the East line of said Block 9, a distance of 56.8 feet to the Point of Beginning.

A-1

Shadow Point LLC

12/14/18

Monroe County Planning &
Environmental Resources Dept.
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, Fl. 33050

Margaret Matheson
5107 Anhinga Ave.
Palm City, Fl. 34990

Re Shadow Point LLC: Application For Exemption to Special Vacation Rental Permit.

Dear Sirs,

I enclose check # 1004 in the amount of \$180.00, completed application for Exemption to Special Vacation Rental Permit (in accord with 134-1(b) (1)) and Supporting documentation. Please be kind enough to advise if any more information is needed by calling me at 772-708-9599.

Thanking you in advance for your cooperation, I remain

Sincerely,

Shadow Point LLC

By:


Margaret Matheson, Managing Member

Original Application

APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



Request for an EXEMPTION to a Special Vacation Rental Permit

Vacation Rental Exemption Application Fee: \$180.00

Vacation rental means an attached or detached dwelling unit that is rented, leased or assigned for tenancies of less than 28 days duration.

Vacation rentals may only be allowed in Land Use (Zoning) Districts which specifically indicate vacation rental uses as permitted uses in Monroe County Code Sections 130-74 through 130-103. Confirm applicability of the allowed use.

Within these districts, an owner or agent is required to obtain an annual special vacation rental permit for each dwelling unit prior to renting any dwelling unit as a vacation rental except as provided for under Monroe County Code Section 134-1(b).

Code Section 134-1(b) EXEMPTIONS: A vacation rental permit is not required for the following:

- (1) A vacation rental of a dwelling unit located within a controlled access, gated community with a homeowner's or property owner's association that expressly regulates or manages vacation rental uses; or
- (2) A vacation rental of a dwelling unit within a multifamily building located within a multifamily district, which has 24 hour on-site management or 24 hour on-site supervision. To meet these on-site management or supervision requirements, a designated individual must be physically located within the building or within 300 feet of the subject building and must be available at all times to respond to tenants' and neighbors' complaints.

Date of Application: 12 / 14 / 18
Month Day Year

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

Shadow Point LLC Margaret Matheson
Applicant (Name of Person, Business or Organization) Name of Person Submitting this Application

5109 SW Anhinga Ave Palm City, FL 34990
Mailing Address (Street, City, State and Zip Code)

772-708-9599 markeematheson@gmail.com
Work Phone Home Phone Cell Phone Email Address

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

Shadow Point LLC Margaret Matheson
Name/Entity Contact Person

5109 SW Anhinga Ave Palm City, FL 34990
Mailing Address (Street, City, State and Zip Code)

772-708-9599 markeematheson@gmail.com
Work Phone Home Phone Cell Phone Email Address

APPLICATION

Vacation Rental Management Entity:

Shadow Point LLC Margaret Matheson
Name/Entity Contact Person

5107 SW Anhinga Ave Palm City, FL 34990
Mailing Address (Street, City, State and Zip Code)

772-708-9599 markeematheson@gmail.com
Work Phone Cell Phone Email Address

Legal Description of Property: (If in metes and bounds, attach legal description on separate sheet.)

see attached exhibit "A"

Block Lot Subdivision Key
Property ID# 1094536 Rice ID# 00085930-60 2018 tax bill enclosed
Real Estate (RE) Number Alternate Key Number

600 Bonito Ave Key Largo, FL 33037 103
Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Land Use (Zoning) District: improved subdivision

Future Land Use Designation:

All of the following items must be included in order to have a complete application submission:

(Please check the box as each required item is attached to the application.)

- Complete application for exemption to special vacation rental permit (unaltered and unbound);
- Correct fee (check or money order payable to Monroe County Planning & Environmental Resources);
- Proof of ownership (i.e., Warranty Deed); composite exhibit "B"
- Current Property Record Card(s) from the Monroe County Property Appraiser; composite exhibit "C"
- Location map; and exhibit "D", see 5
- Photograph(s) of residence from adjacent roadway(s); exhibit "E" see "E1" and C-1

In addition to the items above, all items from either Group A or Group B below must be included in order to have a complete application submission: (Please check the box as each required item is attached to the application.)

Group A -

- Proof that unit is located within a multifamily building located within a multifamily district (a multifamily building has units which share common entries or accesses to individual units); and
- Proof of 24 hour on-site management or 24 hour on-site supervision (to meet these site management or supervision requirements, a designated individual must be physically located within the building or within 300 feet of the subject building and must be available at all times to respond to tenants' and neighbors' complaints).

Or

Group B -

- Proof unit is located within a controlled access, gated community with a homeowner's or property owner's association that expressly regulates or manages vacation rental use. Exhibit "F"
Declaration of Restrictive Covenants and Articles of Association of Shadow Point Property Owners Association

APPLICATION

If applicable, the following item must be included in order to have a complete application submission:
(Please check the box as each required item is attached to the application.)

- Notarized Agent Authorization Letter (note: authorization is needed from all owner(s) of the subject property). *NA*
- Documentation from a property owner's association or homeowner's owner's association documents (rules & regulations), etc. identifying the rental of units is permitted and/or managed. *see exhibit "F"*
- Applicable condominium rules and regulations for vacation rental use. *see exhibit "F + G"*
- Photograph(s) documenting a controlled access, gated community. *see exhibit E*
- Site Plan documenting a controlled access, gated community and identifying the dwelling unit(s).
see C-5 and "D"

Note, approval of an exemption to a vacation rental permit, does not negate any State or County requirement for the property owner to apply for and maintain any registrations, licenses, or business tax for the unit.

Is there a pending code enforcement proceeding involving all or a portion of the parcel proposed for development?

Yes No Code Case file # _____ Describe the enforcement proceedings and if this application is being submitted to correct the violation: _____

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

* * * * *

See Page 4 for Signature and Notary Acknowledgement

Original Application

APPLICATION

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.

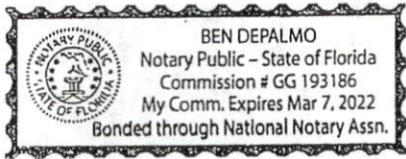
I, the Applicant, certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate.

Signature of Applicant: SHADOW POINT LLC
BY: Margaret Matheson Date: 12-14-18
STATE OF Florida managing member
COUNTY OF Martin

Sworn to and subscribed before me this 14th day of December, 2018,
by Margaret Matheson, who is personally known to me OR produced
(PRINT NAME OF PERSON MAKING STATEMENT)

Driver license as identification.
(TYPE OF ID PRODUCED)

Ben Depalmo
Signature of Notary Public



Ben Depalmo
Print, Type or Stamp Commissioned Name of Notary Public
My commission expires: Mar 7, 2022

Send complete application package to:

Monroe County Planning & Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, FL 33050

Original Application

"Property"):

Beginning at the Northeast corner of Lot 13, thence run East 300 feet to the Point of Beginning; thence South 15 feet; thence East to the waters of Largo Sound on a point of land; thence from the Point of Beginning run North 263.40 feet; thence run East to Water of Largo Sound together with all improvements and riparian rights, also all that part of Lot 14 lying East of a line which is 300 feet East of the West boundary of said Lot 14 and its parallel with said boundary lying South and East of Right-of-Way of F.E.C. Railway according to survey made by P.F.Jenkins and Plat 1-68 all in Section 14-61-39.

OTHERWISE DESCRIBED AS:

A portion of Lots 1 and 14 in Section 14-61-39, according to Model Land Co., Plat of lands on Key Largo, recorded in Plat Book 1, at Page 68, Public Records of Monroe County, Florida, and more particularly described as follows: Beginning at a concrete monument on the dividing line between said Lots 1 and 14, on the East boundary of Block 9, according to the Plat of Anglers Park, recorded in Plat Book 1, at Page 159, of the Public Records of Monroe County, Florida; thence North along the East boundary line of Anglers Park, a distance of 244.7 feet to an existing fence; thence East along said fence line, a distance of 218.9 feet to the shore of Largo Sound; thence Southeasterly, Southerly and Southwesterly meandering said Shore of Largo Sound, a distance of 570 feet more or less to the East line of said Block 9 of Anglers Park; thence North along the East line of said Block 9, a distance of 56.8 feet to the Point of Beginning.

{M2407634;1}

LEGAL DESCRIPTION OF
SHADOW POINT LLC & PROPERTY
OWNERS ASSOCIATION RE
APPLICATION FOR VACATION
RENTAL PERMIT EXEMPTION
PER 134-1(b)(1)

EXHIBIT "A"

Original Application

qPublic.net Monroe County, FL

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 00085930-000000
 Account # 1094536
 Property ID 1094536
 District Group Pt of Key Largo
 Millage Group 1 - SCHOOL STATE - SCHOOL STATE - (1)
 Location 600 BONITA Ave., KEY LARGO
 Address
 Legal 14 61 39 ISLAND OF KEY LARGO PT LOTS 1 AND 14 PB1-
 Description 68 OR32-337 OR51-371C OR569-483 OR1384-601
 OR1384-602 OR1384-603 OR1384-604 OR1384-605
 OR1388-1208 OR1388-1209 OR1388-1210 OR1388-
 1211 OR1388-1212 OR1438-479/80TR OR1440-932TC
 OR2200-1827/29 OR2223-1220/22 OR2223-
 1223/24AFF OR2223-1225/26 OR2223-1227/28AFF
 OR2223-1229/30 OR2223-1231/32AFF OR2223-
 1223/34 OR2223-1235/36AFF OR2223-1237/38
 OR2502-2181/2187(DEC/REST)
 (Note: Not to be used on legal documents)

Neighborhood 1826
 Property Class SINGLE FAMILY RESID (0100)
 Subdivision
 Sec/Twp/Rng 14/61/39
 Affordable Housing No



RESIDENCE FROM ADJACENT ROADWAY

Owner

SHADOW POINT LLC
 C/O MATHESON MARGARET L
 5107 SW ANHINGA AVE
 Palm City FL 34990

Valuation

	2018	2017	2016	2015
+ Market Improvement Value	\$214,482	\$125,260	\$112,174	\$115,537
+ Market Misc Value	\$25,490	\$25,855	\$23,171	\$20,052
+ Market Land Value	\$1,989,085	\$1,595,968	\$1,387,911	\$1,387,911
= Just Market Value	\$2,229,057	\$1,747,083	\$1,523,256	\$1,523,500
= Total Assessed Value	\$1,012,244	\$920,222	\$836,565	\$760,514
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$2,229,057	\$1,747,083	\$1,523,256	\$1,523,500

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
RES WATERFRONT (010W)	62,698.00	Square Foot	0	0
HARDWOOD HAMMOCK (00HH)	0.44	Acreage	0	0

Buildings

Building ID	6553	Exterior Walls	WD FRAME
Style	GROUND LEVEL	Year Built	1924
Building Type	S.F.R. - R1 / R1	EffectiveYearBuilt	1985
Gross Sq Ft	912	Foundation	WD CONC PADS
Finished Sq Ft	720	Roof Type	GABLE/HIP
Stories	1 Floor	Roof Coverage	METAL
Condition	AVERAGE	Flooring Type	SFT/HD WD
Perimeter	116	Heating Type	FCD/AIR DUCTED
Functional Obs	0	Bedrooms	1
Economic Obs	0	Full Bathrooms	1
Depreciation %	36	Half Bathrooms	0
Interior Walls	MASONRY/MIN	Grade	450
		Number of Fire Pl	0

Code	Description	Sketch Area	Finished Area
SPX	EXEC SC PORCH	192	0

C-1
Original Application

Building ID 6554
 Style GROUND LEVEL
 Building Type S.F.R. - R1 / R1
 Gross Sq Ft 1874
 Finished Sq Ft 1478
 Stories 1 Floor
 Condition AVERAGE
 Perimeter 174
 Functional Obs 0
 Economic Obs 0
 Depreciation % 36
 Interior Walls MASONRY/MIN

Exterior Walls WD FRAME
 Year Built 1924
 EffectiveYearBuilt 1985
 Foundation WD CONC PADS
 Roof Type GABLE/HIP
 Roof Coverage METAL
 Flooring Type SFT/HD WD
 Heating Type FCD/AIR DUCTED
 Bedrooms 2
 Full Bathrooms 0
 Half Bathrooms 2
 Grade 450
 Number of Fire Pl 1

Code	Description	Sketch Area	Finished Area	Perimeter
FLA	FLOOR LIV AREA	1,478	1,478	174
SPF	SC PRCH FIN LL	396	0	106
TOTAL		1,874	1,478	280

Yard Items

Description	Year Built	Roll Year	Quantity	Units	Grade
SEAWALL	1959	1960	1	162 SF	4
BOAT RAMP	1959	1960	1	180 SF	2
SEAWALL	1959	1960	1	210 SF	1
WALL AIR COND	1974	1975	1	10 UT	1
CONC PATIO	1988	1989	1	600 SF	2
CONCRETE DOCK	1959	1960	1	207 SF	2
LC UTIL BLDG	1979	1980	1	160 SF	3
CONC PATIO	1988	2006	1	1090 SF	1
CONCRETE DOCK	1988	2006	1	192 SF	2
CH LINK FENCE	1988	2006	1	300 SF	1

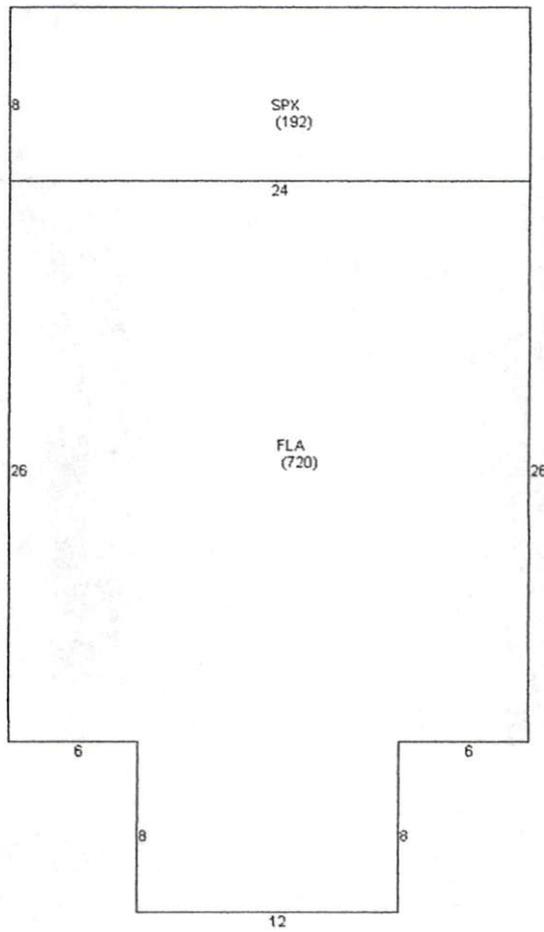
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
10303174	5/28/2010	6/23/2011	\$1		METAL ROOFOVER SHINGLES
08302654	7/30/2008	12/3/2008	\$1		WINDOWS

Sketches (click to enlarge)

C-2

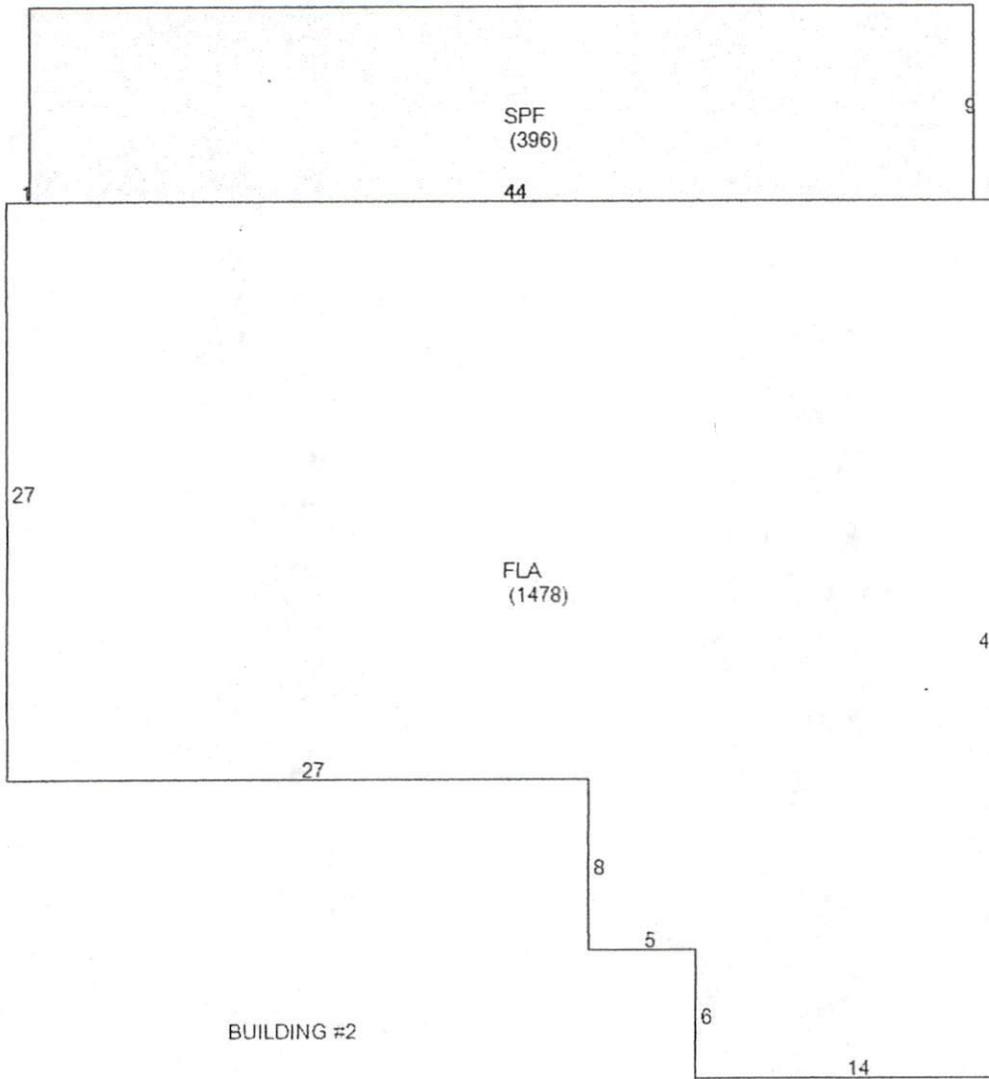
Original Application



BUILDING #1

C-3

Original Application



Photos



C-4

Original Application

Map



TRIM Notice

Trim Notice

2018 Notices Only

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

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

Last Data Upload: 12/10/2018, 12:50:16 PM

Developed by
 Schneider
GEOSPATIAL

C-5

Original Application



Exhibit D - map
original Application

RULES FOR ALL GUESTS, TENANTS AND OCCUPANTS
OF SHADOW POINT PROPERTY OWNERS ASSOCIATION

The following RULES apply at all times to all tenants, invitees, guests and occupants of Shadow Point.

No noise at a sound level which disturbs anyone, whether such disturbed person is located inside or outside the Shadow Point property, is permitted. Monroe County has a Noise Ordinance but the Shadow Point Rule is stricter than such Ordinance as it is the desire and intent of the Shadow Point Property Owners Association that no occupants of the Association property nor neighbors located outside the property are unduly disturbed at any time by noise levels. The Shadow Point Property Owners Association wishes to guarantee all occupants of the controlled access property, as well the neighbors located outside the property, the right of quiet enjoyment which includes the absence of disturbing noise. Brief and reasonable use of mechanical equipment used in landscaping and maintenance thereof such as leaf blowers, lawn mowers or chain saws shall not be considered disturbing noise but such use shall only occur after 9AM and prior to 6PM.

No smoking is allowed in any of the buildings whatsoever nor is smoking allowed on any of the porches in the buildings. No cigarette butts are to be left or discarded on the grounds.

Trash bins have been located throughout the property for the convenience of the occupants. No trash, cans, bottles or other debris are to be left on the grounds.

All household, and other trash or garbage of any nature, is to be put in the provided containers which are to be taken to the corner of Pompano Ave. (approximately 200 feet beyond the gated entry to the property) for municipal pickup on the scheduled days which are Monday's and Thursdays for regular garbage and Fridays for recycling matter: please recycle! Upon leaving the property at the end of a tenancy all occupants must empty all household and kitchen garbage containers into the outside large containers and transport such containers outside the property to the corner of Bonito and Pompano Ave. for pickup.

If more than the agreed upon number of persons is found to be occupying any unit a surcharge of \$300 per person/night will be levied.

No pets are allowed anywhere on the Association property (unless the owner of any such pet has received special permission in writing- that is, a waiver of this prohibition.

No camping (i.e. sleeping outside on the ground with or without tents) is permitted.

No recreational vehicles, whether occupied or unoccupied, are permitted on the Association property.

No bonfires or fires of any type are permitted on the Association property.

No fireworks or firecrackers of any type are permitted or to be used on the Association property.

G-1

Original Application

for fire prevention safety.

The Association property is a unique and delicate ecosystem containing native flora and fauna which has been disappearing in quantity over the last century as a result of human habitation and development. All occupants shall refrain from damaging or injuring all plants and animals (with the sole exception being the Green Iguana ,a large invasive lizard detrimental to the native hardwood ecosystem habitat).

Furniture inside the units is not to be moved. Outside chairs or lounges, if moved, shall be returned to their original position when occupancy began.

Kayaks and paddle boards shall be returned and properly stowed in the shed after use. They should be launched at the sandy area of the property and not at the boat ramp which is very slippery.

Any of the following behavior on the Association property shall be cause for immediate termination of all rights of occupancy without prior notice:

- disturbance, annoyance, or endangerment of the neighbors.
- any immoral or unlawful use of or upon the Association property.
- violation of any law or ordinance.
- violation of any of these rules.

G-2
Original Application

PROPERTY ID #	ESCROW CD	MILLAGE CODE	ACCOUNT #
1094536		500K	1094536

0008593000000146139
600 BONITA Ave KEY LARGO
14 61 39 ISLAND OF KEY LARGO PT
LOTS 1 AND 14 PB1-68 OR32-337 OR
51-371C OR569-483 OR1384-601 OR1
384-602 OR1384-603 OR1384-604 OR
1384-605 OR1388-1208 OR1388-1209
SEE TAX ROLL FOR ADDITIONAL LEGAL

107
6 - 3/1/60

SHADOW POINT LLC
C/O MATHESON MARGARET L
5107 SW ANHINGA AVE
PALM CITY FL 34990-4003



AD VALOREM TAXES						
ISSUING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED	
SCHOOL STATE LAW	1.5600	2,229,057		2,229,057	3,477.33	
SCHOOL LOCAL BOARD	1.7980	2,229,057		2,229,057	4,007.84	
GENERAL REVENUE FUND	.7495	1,012,244		1,012,244	758.68	
OFF LAW ENFORCE JAIL JUDICIAL	1.9068	1,012,244		1,012,244	1,930.15	
HEALTH CLINIC	.0394	1,012,244		1,012,244	39.88	
GENERAL PURPOSE MSTU	.1823	1,012,244		1,012,244	184.53	
FLORIDA KEYS MOSQUITO CONTROL	.4555	1,012,244		1,012,244	461.08	
FLORIDA LOCAL ROAD PATROL LAW ENF	.3682	1,012,244		1,012,244	372.71	
FLORIDA WATER MANAGEMENT DIST	.1209	1,012,244		1,012,244	122.38	
KEECHOBEE BASIN	.1310	1,012,244		1,012,244	132.60	
VERGLADES CONSTRUCTION PRJT	.0417	1,012,244		1,012,244	42.21	
FLORIDA FIRE RESC & EMERG MEDICAL	1.0000	1,012,244		1,012,244	1,012.24	
TOTAL MILLAGE				8.3533	AD VALOREM TAXES	12,541.63

NON-AD VALOREM ASSESSMENTS		
ISSUING AUTHORITY	RATE	AMOUNT
FLORIDA SOLID WASTE		788.00
FLORIDA KEY LARGO WASTEWATER III		328.90
TOTAL NON-AD VALOREM ASSESSMENTS		1,116.90



PAY YOUR BILL

PAY ONLY ONE AMOUNT IN YELLOW SHADED AREA

COMBINED TAXES AND ASSESSMENTS					13,658.53	See reverse side for important information.
NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	TAX + PEN	IF PAID BY
13,112.19	13,248.77	13,385.36	13,521.94	13,658.53		

2018 REAL ESTATE NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY ID #	ESCROW CD	MILLAGE CODE	ACCOUNT #
1094536		500K	1094536

SHADOW POINT LLC
C/O MATHESON MARGARET L
5107 SW ANHINGA AVE
PALM CITY, FL 34990-4003

0008593000000146139
600 BONITA Ave KEY LARGO
14 61 39 ISLAND OF KEY LARGO PT
LOTS 1 AND 14 PB1-68 OR32-337 OR
51-371C OR569-483 OR1384-601 OR1
384-602 OR1384-603 OR1384-604 OR
1384-605 OR1388-1208 OR1388-1209
SEE TAX ROLL FOR ADDITIONAL LEGAL

CHECKS ON U.S. BANKS ONLY TO DANISE D. HENRIQUEZ, C.F.C. • P.O. BOX 1129 • KEY WEST, FL 33041-1129 (305) 295-5000

NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	TAX + PEN
13,112.19	13,248.77	13,385.36	13,521.94	13,658.53	

000000000 0001365853 0000000001094536 0001 5

Original Application

RETAIN THIS PORTION FOR YOUR RECORDS.
WALK-IN CUSTOMERS
PLEASE BRING FOR RECEIPT.

County of Monroe

Planning & Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536



Board of County Commissioners:

Mayor Heather Carruthers, District 3
Mayor Pro Tem Michelle Coldiron, District 2
Craig Cates, District 1
David Rice, District 4
Sylvia J. Murphy, District 5

We strive to be caring, professional, and fair

February 25, 2020

Margaret Matheson
Shadow Point, LLC
5107 SW Anhinga Ave.
Palm City, FL 34990

Subject: *Request for an Exemption to a Special Vacation Rental Permit for property located at 600 Bonita Ave, legally described as a portion of Lots 1 and 14 in Section 14-61-39, according to Model Land Co., Plat of lands on Key Largo, recorded in Plat Book 1 at Page 68, Public Records of Monroe County, Florida having Parcel ID 00085930-000000 (VRE-18-31)*

Dear Applicant,

The Planning and Environmental Resources Department is in receipt of your application for an Exemption to a Monroe County Special Vacation Rental Permit. The subject application is for an exemption pursuant to Monroe County Land Development Code (LDC) Section 134-1(b)(1), which allows exemptions for properties that are located within a controlled access, gated community with a homeowner's or property owner's association that expressly regulates or manages vacation rental uses.

There is no confirmation of the number of lawfully existing dwelling units on the subject property on file with the Planning Department. The subject property is located within the County's Improved Subdivision (IS) Land Use (Zoning) District. Pursuant to LDC Section 130-83(b), vacation rental use is prohibited in all IS Districts and subdistricts, except in:

- (1) IS-V districts (as set forth in section 130-84); and
- (2) In gated communities that have:
 - a. Controlled access; and
 - b. A homeowner's or property owner's association that expressly regulates or manages vacation rental uses.

Although the County LDC does not explicitly define "community," "controlled access," or "gated community," the Planning Director has the "jurisdiction, authority and duties" ... "to render interpretations of the Comprehensive Plan and the Land Development Code" pursuant to LDC Section 102-21(b)(2)h. To aid in the review of the requested Vacation Rental Exemption, various sources were consulted for definitions of the terms "community" and "gated community," and other supporting terms.

A Planners Dictionary (2004) APA Planning Advisory Service, 460pp:

- “Community” is defined as “A subarea of the city consisting of residential, institutional, and commercial uses sharing a common identity.”
- “Gated community” is defined as “Residential areas that restrict access to normally public spaces. These are subdivisions of usually high-end houses located mostly in suburbs, but some more recently in inner-city areas. The type of gates can range from elaborate guard houses to similar electronic arms. Residents may enter by electronic cards, or remote control devices. Visitors must stop to be verified for entry; A residential neighborhood where accessibility is controlled by means of gate, guard, barrier or other similar improvement within or across a privately maintained right-of-way.”
- “Subdivision” is defined as “The division or redivision of land into 10 or more lots, tracts, parcels, sites, or divisions for the purpose of sale, lease or transfer of ownership.” Or, “The process of laying out a parcel of raw land into lots, blocks, streets, and public areas. In most states, a subdivision is defined as the division of a tract of land into five or more lots.”

Section 720.301 Florida Statutes—Homeowners’ Associations—(3) defines “Community” as “the real property that is or will be subject to a declaration of covenants which is recorded in the county where the property is located.”

Black’s Law Dictionary defines “Community” as “1. A neighborhood, vicinity, or locality. 2. A society or group of people with similar rights or interest. 3. Joint ownership, possession or participation.”

Merriam-Webster Dictionary (www.merriam-webster.com/dictionary/community) defines “Community” as “A unified body of individuals: a) the people with common interests living in a particular area; the area itself; b) a group of people with a common characteristic or interest living together within a larger society”; c) a body of persons of common and especially professional interests scattered through a larger society; d) a body of persons or nations having a common history or common social economic, and political interests; e) a group linked by a common policy; f) an interacting population of various kinds of individuals (such as species) in a common location; g) state, commonwealth”

Oxford English Dictionary (en.oxforddictionaries.com/definition/community) defines “Community” as “1) A group of people living in the same place or having a particular characteristic in common; 1.1) A group of people living together and practicing common ownership; 1.2) A particular area of place considered together with its inhabitants”

The subject property is not located in a “gated community”. First, the subject property does not itself have a controlled access gate, and the property is not otherwise located in a community that is physically gated. No building permits have been issued to date to construct a fence or gate at the subject property. Second, the subject property, including the dwelling unit(s) and common areas, is owned by a single owner—Shadow Point, LLC. The Department of Planning has previously opined that the definition of “gated community” does not include property that is owned by a single owner. This definition was upheld by the Planning Commission pursuant to Resolution No. P13-18. The dwelling unit(s) owned by Shadow Point, LLC does not constitute a community of homeowners.

Second, the Department of Planning also defines "gated community" to mean a "neighborhood," that includes a geographical component. The rationale for the "gated community" exemption must be considered in defining "gated community." The exemption is offered in part because it implies that a neighborhood has collectively agreed to allow vacation rentals, and the immediate potential impacts of vacation rental (noise, increased traffic, etc.) have already been considered by the neighborhood, and will not impact individuals beyond the vicinity of the neighborhood who did not participate in the collective decision. In this case, although the Shadow Point Property Owners Association has agreed to allow vacation rentals, the association only governs the subject property that does not itself constitute a "neighborhood." The subject property is only a single parcel consisting of approximately 62,698 square feet. It is located in a neighborhood that includes several neighboring developed properties that are immediately adjacent or within close proximity. These neighboring properties are not members of the Shadow Point Property Owners Association and have not collectively agreed to allow vacation rentals.

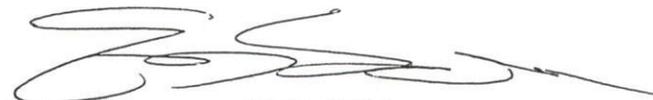
Accordingly, the Department is unable to approve the application at this time for the following reasons:

1. Pursuant to LDC Section 130-83(b), vacation rental use is prohibited in all IS Districts and subdistricts, except in: (1) IS-V districts (as set forth in section 130-84); and (2) In gated communities that have: a. Controlled access; and b. A homeowner's or property owner's association that expressly regulates or manages vacation rental uses.

You may appeal any decision, determination or interpretation made in this letter pursuant to Monroe County Code Section 102-185. A notice of appeal must be filed with the County Administrator, 1100 Simonton Street, Gato Building, Key West, FL 33040, within 30 calendar days from the date of this letter. In addition, please submit a copy of your notice of appeal to the Planning Commission Coordinator, Monroe County Planning and Environmental Resources Department, 2798 Overseas Highway, Suite 400, Marathon, Florida 33050.

If you have any questions regarding the contents of this letter, or if we may further assist you, please feel free to contact the Department's Marathon office at (305) 289-2500.

Respectfully,



Emily Schemper, AICP, CFM,
Senior Director of Planning & Environmental Resources

ES/dt

AGENT AUTHORIZATION FORM

Date of Authorization: 03 / 16 / 2020
Month Day Year

I hereby authorize (Print Name of Agent) Robert Matheson, ESQ be listed as authorized agent

Representing (Print Name of Property Owner(s) the Applicant(s)) Myself, Shadow Point LLC and Shadow Point Homeowners Association INC, and Shadow Pont POA for the application submission

Of (List the Name and Type of applications for the authorization) Application for Exemption to a special Vacation Rental Permit (and appeal of Staff denial) under sect. 134-1(b) 1 and Historical use under 102 -56 (a) (1)

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

See Attached Legal "A" Key Largo
Lot Block Subdivision Key (Island)
Parcel ID 00085930-000000 1094536
Real Estate (RE) Number Alternate Key
600 Bonito Ave. Key Largo, FL. 33037 MM 103
Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

P.O. Box 1848, Palm City, FL. 34991
Mailing Address (Street, City, State and Zip Code)
772-485-0944 bobdermatheson@gmail.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: Dylan Matheson

STATE OF Florida COUNTY Miami Dade

Sworn to and subscribed before me this 16th day of March, 2020.

by Dylan Matheson (Print Name of Person Making Statement) who is personally known to me OR produced

FL Driver license (Type of ID Produced) as identification.

[Handwritten Signature]
Signature of Notary Public

Anwar Almond
Notary Public
State of Florida
My Commission Expires 09/09/2022
Commission No. GG 256501

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: 9/9/20

AGENT AUTHORIZATION FORM

Date of Authorization: / /
h Day Year

I hereby authorize Robert Matheson, ESQ be listed as authorized agent
(Print Name of Agent)

Representing Myself, Shadow Point LLC and Shadow Point Homeowners Association INC, and Shadow Pont POA
(Print Name of Property Owner(s) the Applicant(s))
for the application submission

Of Application for Exemption to a special Vacation Rental Permit (and appeal of Staff denial) under sect.
134-1(b) 1 and Historical use under 102 -56 (a) (1)

(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)
See Attached Legal "A"

Table with 4 columns: Lot, Block, Subdivision, Key (Island). Row 1: Parcel ID 00085930-000000, 1094536. Row 2: Real Estate (RE) Number, Alternate Key MM 103. Row 3: Street Address (Street, City, State & Zip Code), Approximate Mile Marker.

Authorized Agent Contact Information:
P.O. Box 1848, Palm City, FL. 34991

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

772-485-0944 bobdermatheson@gmail.com
Work Phone Home Phone Cell Phone Email Address

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

Signature of Property Owner: [Handwritten Signature]
Printed Name of Property Owner: William Merritt Matheson

STATE OF Florida COUNTY Martin

Sworn to and subscribed before me this 16 day of March, 2020.

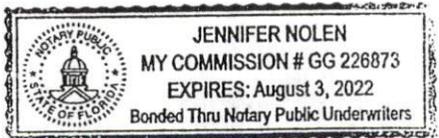
by William Merritt Matheson who is personally known to me OR produced
(Print Name of Person Making Statement)

(Type of ID Produced) as identification.

[Handwritten Signature]
Signature of Notary Public

Jennifer Nolen
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:



AGENT AUTHORIZATION FORM

Date of Authorization: 3 / 19 / 2020
h Day Year

I hereby authorize Robert Matheson, ESQ be listed as authorized agent
(Print Name of Agent)

Representing Myself, Shadow Point LLC and Shadow Point Homeowners Association INC, and Shadow Pont POA
(Print Name of Property Owner(s) the Applicant(s)) for the application submission

Of Application for Exemption to a special Vacation Rental Permit (and appeal of Staff denial) under sect. 134-1(b) 1 and Historical use under 102 -56 (a) (1)

(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)
See Attached Legal "A"

Table with 4 columns: Lot, Block, Subdivision, Key Largo. Rows include Parcel ID 00085930-000000, Real Estate (RE) Number 600 Bonito Ave. Key Largo, FL. 33037, and Street Address (Street, City, State & Zip Code).

Authorized Agent Contact Information:
P.O. Box 1848, Palm City, FL. 34991

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

Work Phone Home Phone 772-485-0944 Cell Phone Email Address bobdermatheson@gmail.com

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 dam age 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: Margaret Matheson

Printed Name of Property Owner: Margaret Matheson

STATE OF Florida COUNTY Martin

Sworn to and subscribed before me this 17th day of March, 2020.

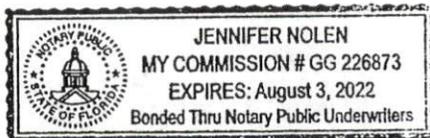
by Margaret Matheson who is personally known to me OR produced
(Print Name of Person Making Statement)

as identification.

(Type of ID Produced)
Signature of Notary Public

Jennifer Nolen
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:



AGENT AUTHORIZATION FORM

Date of Authorization: / /
h Day Year

I hereby authorize Robert Matheson, ESQ be listed as authorized agent
(Print Name of Agent)

Representing Myself, Shadow Point LLC and Shadow Point Homeowners Association INC, and Shadow Pont POA
for the application submission
(Print Name of Property Owner(s) the Applicant(s))

Of Application for Exemption to a special Vacation Rental Permit (and appeal of Staff denial) under sect. 134-1(b) 1 and Historical use under 102 -56 (a) (1)

(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)
See Attached Legal "A"

Lot Block Subdivision

Key Largo

Key (Island)

Parcel ID 00085930-000000

1094536

Real Estate (RE) Number

Alternate Key

600 Bonito Ave. Key Largo, FL. 33037

MM 103

Street Address (Street, City, State & Zip Code)

Approximate Mile Marker

Authorized Agent Contact Information:

P.O. Box 1848, Palm City, FL. 34991

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

772-485-0944

bobdermatheson@gmail.com

Work Phone

Home Phone

Cell Phone

Email Address

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

Signature of Property Owner: Patricia A. McNaughton

Printed Name of Property Owner: Patricia A. McNaughton

STATE OF Florida COUNTY Marlin

Sworn to and subscribed before me this 17th day of March, 2020.

by Patricia A. McNaughton who is personally known to me OR produced
(Print Name of Person Making Statement)

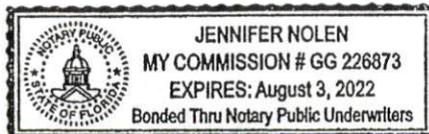
as identification.

(Type of ID Produced)

Jennifer Nolen
Signature of Notary Public

Jennifer Nolen
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:





Historic Shadow Point, 598-601 Bonito Ave., Key Largo, Fl. 33037, Mile Marker 103 Oceanside,
www.Historicshadowpoint.com

Margaret Matheson
5107 SW Anhinga Ave.
Palm City, Fl. 34990
772-708-9599
info@historicshadowpoint.com

March 23, 2020

Monroe County Administrator
The Gato Building
1100 Simonton Street, Key West, FL 33040

and to:

Planning Commission Coordinator
Monroe County Planning and Environmental Resource Department
Marathon Government Center
2798 Overseas Highway, Suite 400, Marathon, FL 33050

Return Receipt Requested, Via Fed. Ex, overnight

Re: Monroe County file # VRE-18-31 Appeal to the Monroe County
Planning Commission of Staff Denial on February 25, 2020
Of an Exemption to a special Vacation Rental Permit for
Property Located at 600 Bonito Ave, Key Largo.
(Parcel ID 00085930-000000)

Dear Sirs,

Robert A, McNaughton Jr. is an interested party in the above. As his attorney in fact under document of February 26, 2019, I request any notices or communications from your offices concerning him be sent to me as his attorney in fact at the above address.

O-1



I am hesitant to enclose the Power of Attorney as the several interested parties in this appeal wish to keep matters of the degree of their interest and /or ownership private. However, if you do require the document kindly advise and I shall supply same on the condition that it not be placed of record with the Clerk for recording or available for public inspection.

In an attempt to avoid confusion, I note that Robert H. Matheson Jr. Esq. of PO Box 1848, Palm City FL. 34991, Phone # 772-485- 0944. Email address: bobdermatheson@gmail.com represents me and several other interested parties/owners. Mr. Matheson represents me individually and also represents Shadow Point LLC and Shadow Point Homeowners Association Inc.

I do not enclose "Agent Designation Form" for myself as attorney in fact for Robert A. McNaughton Jr. as I trust my signature will suffice.

Thank you,

A handwritten signature in cursive script that reads "Margaret Matheson".

Robert A. McNaughton Jr.

By Margaret Matheson

As his attorney in fact.



APPEAL OF STAFF DENIAL BY LETTER OF FEBRUARY 25, 2020 OF APPLICATION BY SHADOW POINT, LLC DATED DECEMBER 14, 2018 FOR AN EXEMPTION FROM A VACATION RENTAL PERMIT UNDER MONROE COUNTY CODE SECTION 134-1.

BRIEF & ARGUMENT

INTRODUCTION

The property, sometime referred to as Historic Shadow Point, although record title is held in a corporate entity, Shadow Point LLC, consists of two separate and detached houses (see Exhibit "J"). The larger structure of four bedrooms was built about 1917; the two bedroom, smaller house was constructed about 1934. The property (Exhibit "A") is located oceanside of a dead end public road, Bonito Avenue, in Key Largo at approximate mile marker 103. The property has been in the same family ownership since about 1924 and is about 1.5 acres in size. About 1960 Marvin Adams, the son-in-law of the original purchaser, constructed the Cross Key Largo Cut, which bears his name. Since well before such date the property has always been owned by two or more persons. Although record title is currently in Shadow Point, LLC, ownership of the various interests is more particularly mentioned in Article IV of the Declaration of Protective Covenants and Articles of Association of Shadow Point Property Owners Association, which is recorded in Monroe County (See Exhibit "C" Article IV).

Generally west of the property and continuing to U.S. 1 is the Anglers Park Plat which generally consists of five to six thousand square foot lots. Thus the density of Historic Shadow Point is much less than Anglers Park; in fact, it is about one-sixth. Density is a material factor when planners measure the potential for peace, tranquility and sustainability in any area.

Patricia A. McNaughton is the oldest living relative of the community of Historic Shadow Point and has submitted an Affidavit in Support hereof. (see Exhibit "B").

Due to the size of the property, its shape, and its distance from neighboring structures, Historic Shadow Point is well secluded; it is in a native hardwood hammock with extensive flora which includes mahogany, lignum vitae, all species of mangrove, ironwood and gumbo limbo, all of which add buffer and increase the sense of privacy. Such is the seclusion that almost no contiguous neighboring structures are visible by guests occupying either of the two houses. The front of the property faces east on Largo Sound which is where owners and their guests customarily gather if outside, thus assuring privacy to the neighboring properties which are to the west.

The property has been completely fenced and gated with a controlled access, locked gate for over sixty years.

The community is subject to a recorded Declaration (Exhibit "C" and Exhibit "N" for current rules) which expressly manages guests, and owner associates, (See Article V, Exhibit "C") and is governed by a corporate structure, Shadow Point Property Owners Association. Exhibits D through I are Warranty Deeds of record evidencing a history of multiple ownership which continues today. Although some members of the family in the Historic Shadow Point Community have been involved in public matters, others remain less outgoing in their request for "...due regard for the privacy desires of the "associates"...." (See first sentence of Article III of Exhibit "C", the Declaration).

Section 134-1 governs the applicant's appeal, although the applicant believes it is entitled to be "grandfathered" in its usage in accord with Section 102-56(a)(1) as well as Section 134-1(k)(3).

Section 134-1(b)(1) reads:

(b) Exemptions.

A vacation rental permit is not required for the following:

(1) A vacation rental of a dwelling unit located within a controlled access, gated community with a homeowner's or property owner's association that expressly regulates or manages vacation rental uses; or

To comply with the above Monroe County regulation requires that Historic Shadow Point meets ALL of the following:

- A. Be "Gated"
- B. Gate to have "controlled access"
- C. Be in a "community with a homeowners or property owners association that expressly regulates or manages vacation rental uses".

A. THE GATE

Photographs of the existing gate were submitted with the initial application. The Historic Shadow Point has been GATED and completely fenced for more than seventy years. Staff's denial letter (see last paragraph Exhibit "K" page 2) states that the "property does not itself have a controlled access gate..." or "is...physically gated" and that "no building permits have been issued to date to construct a fence or gate at the subject property. "Photographs of the existing gate are attached (see Exhibit "L"). Perhaps the fencing and gate were installed prior to a requirement for permits. The gate is set about 10 to 15 feet inside the boundary lines of the property.

B. THE CONTROLLED ACCESS

Staff's denial letter stated "the subject property does not itself have a controlled access gate." (See last paragraph Exhibit "K" page 2). This is, respectfully, a misstatement of fact. Again, for in excess of seventy years, and consistently since then and continuing to the present the gate has always served to "control" access. It has always been and is customarily locked by means of a combination lock, excepting the rare occupant to one of the houses leaving it open for a brief time for convenience. Ingress and egress to the community is prevented unless one has the knowledge of the combination lock. It is the only gate; no other manner exists to enter the property except by water on a boat. Each cottage also has a "lock box" on the front door. The combination to the lock on the gate is only given to owners in the community, their employees, agents, guests and/or invitees. Access by others is therefore prohibited i.e., "controlled" Article 5.2 of the Declaration (see Exhibit "C") reads

"the Shadow Point community shall remain "gated" such that public access is restricted, in the fashion that has been practiced for over eighty years, in order to further the sense of tranquility of the Owners, Associates and their tenants".

The reality of the intent of Historic Shadow Point is as stated in the Covenants that:

Access to the Shadow Point residential community shall at all times be controlled, in order to assure privacy of the tenants, occupants and/or owners and to otherwise prevent disturbance to the neighboring residents outside the community. (Article V. 5.1).

C. A COMMUNITY

In the staff letter of denial several definitions are quoted to define "community". Three definitions are cited from Black's Law Dictionary (see page 2). The property, although I would not term it a "neighborhood", meets every other definitional description, i.e., it is a "vicinity or locality" or "group of people with similarly rights or interest" and "joint ownership, possession or participation". Dictionary.com offers this: "a social group of any size where members inside in a specific locality, share government, and often have a common cultural and historical heritage". (Exhibit "M"). This is exactly what Historic Shadow Point is. The same source states "people living in somewhat close association, and usually under common rules".

The word "community" can mean many things in many different contexts. Certainly size is not determinative as a community of germs may only be visible by microscope. The term does infer the plural being more than one, and Historic Shadow Point meets this standard as to both the number of structures and ownership.

Like most communities, Historic Shadow Point has common areas which are shared by all residents, such as a boat ramp, docks, parking and gardens.

When in doubt or disagreement as to meaning it only makes sense to examine the context a word is used in. Here we are dealing with permitted, or allowable, land usages in a county code. The code refers to no requirement for a "dwelling unit...". Note the word "unit" is

singular not plural as in “units”. And how is “community” particularly described? With the Monroe County Code language of “located within a controlled access, gated (community)...” The word “community” is further defined in the verbiage immediately after the word “...with a homeowner’s or property owner’s association that expressly regulates or manages vacation rental uses”. Historic Shadow Point conforms to all the words which Monroe County chose to modify and describe the word “community”.

The Florida Legislature has chosen to regulate Homeowners Associations. Historic Shadow Point has a recorded Declaration of Restrictive Covenants and Articles of Association of Shadow Point Property Owners Association, and is governed by the Shadow Point Homeowners Association, Inc. The Legislature has chosen to address these matters and in so doing has chosen to define a “community”:

Florida Statute 720.301(3) reads in part: “Community” means the real property that is or will be subject to a declaration of covenants which is recorded in the county where the property is located”.

Historic Shadow Point unequivocally meets such definition. Such State statutory definition supersedes any county definition or interpretation of the word.

Since Monroe County’s prohibition against vacation rentals was enacted prior to the State Prohibition against local governmental regulation by the Florida Legislature several years ago, the Monroe County prohibition remains valid as the Legislature chose to “grandfather” such. However, when a staff definition, or even a Planning Commission or elected County Commissioners, choose to interpret a local code such interpretation may not conflict with State law. Record title to Historic Shadow Point is vested in a Florida limited liability corporation under Chapter 605, Florida Statute, the Florida Revised Limited Liability Company Act. Such law specifically states that an “entity” means a “limited liability company” (See 605.0102(23)(a)5 and that “entity” does not include an individual (F.S. 605.0102(23)(b)(1). Staff erroneously opined that Shadow Point LLC is an “individual” in the denial letter. As a matter of law staff is mistaken.

The Florida Legislature has chosen to address the area of short term, even overnight, vacation rentals and in so acting has chosen to preempt local government making a valid “grandfathered” ordinance more restrictive than it was when originally enacted (prior to the State choosing to address the issue). (City of Miami vs, Airbnb, 260 So.3d478, 482, Florida 3d DCA 2018. Florida Attorney General Opinion #2019-07, August 16, 2019).

CONCLUSION

For over a decade, municipalities, counties and states have been addressing the area of short term vacation rentals. A legitimate public interest in neighbor peace and quiet exists, which interest has sometimes been harmed especially with the proliferation of rental companies, some ever offering nightly stays, such as VRBO and Airbnb.

The State of Florida has addressed the matter but took action subsequent to the Monroe County addressing the issue and the State chose to “grandfather” such previous actions of regulation.

The staff decision to deny an exemption to Historic Shadow Point, when the facts clearly demonstrate that the applicant meets the exemption criteria as set out in the original code is contrary to law. Staff’s overly restrictive interpretation of the code language is, in effect, an amendment to the original code passed years ago. To the extent a county’s regulatory interpretation goes beyond the restrictions in the original ordinance the interpretation is preempted under F.S. 509.032(7)(b) (City of Miami vs. Airbnb, 260 So.3d 478, 482, (Florida 3d DCA 2018), (See also Florida Attorney General Opinion #AGO 2019-07, August 16, 2019).

Denial of the Monroe County Planning Commission of this Appeal in light of the facts and record would represent a violation of the substantive and procedural due process rights of the Shadow Point, LLC in violation of the Florida and United States Constitution.

The Applicant respectfully requests that the Monroe County Planning Commission grant the Applicant an exemption to a special vacation rental permit.

By: Robert H. Matheson, Jr. 3/23/2020
Robert Hardy Matheson, Jr. Dated
Attorney For Shadow Point, LLC
P.O. Box 1848 Palm City, FL 34990
Phone 772-485-0944
E-Mail bobdermatheson@gmail.com
Florida Bar #0288977

	A	B	C	D	E	F	G	H	I
1	RECHAR	NAME	ADD1	ADD2	CITY	STATE	ZIP		
2	00552610-000000	500 BARRACUDA LLC	2000 Bayshore Dr		Miami	FL	33133		
3	00474570-000000	ALBRECHT RANDY S	16187 Estuary Ct		Bokeelia	FL	33922		
4	00551200-000000	ALONSO ELBYS	587 Bonito Ave		Key Largo	FL	33037		
5	00474580-000000	BAUER ELSA ANTONIA	401 3rd St		Key Largo	FL	33037		
6	00085540-000000	BOLIVAR ALEJANDRO REV LIVING TRUST 11/15/2017	9841 SW 35th Ter		Miami	FL	33165		
7	00551120-000000	BORN HEATHER	688 Dolphin Ave		Key Largo	FL	33037		
8	00085480-000000	BRENNAN RANDOLPH	800 Oceana Dr		Key Largo	FL	33037		
9	00474600-000000	BRESSIE WILLIAM ALAN	6500 N Talman Ave		Chicago	IL	60645		
10	00474550-000000	BULKIEWICZ ROBERT A	304 2nd Ter		Key Largo	FL	33037		
11	00552870-000000	CANO JOSE L	2924 NW 109th Ave		Doral	FL	33172		
12	00475140-000000	CASARIEGO ORESTES	14942 SW 17th St		Davie	FL	33326		
13	00475150-000000	CASTRO HARRY	500 Sound Dr		Key Largo	FL	33037		
14	00552640-000000	CHERUBINI GARY A	220 Pompano Dr		Key Largo	FL	33037		
15	00085520-000000	COLGAN SEAN P AGR TRUST 1/25/2008 ✓	C/O IMI	327 Plaza Real Ste 320	Boca Raton	FL	33432		
16	00552670-000000	CULLEN WILLIAM R ESTATE	C/O CLEARY TANYA P/R	241 Atlantic Blvd	Key Largo	FL	33037		
17	00552350-000000	DUQUESNEL JAMES	385 Pompano Dr		Key Largo	FL	33037		
18	00085510-000000	FEINBERG STEVEN	8921 NW 79th Ct		Tamarac	FL	33321		
19	00085560-000000	FISHER JOSEPH LEE	811 Oceana Dr		Key Largo	FL	33037		
20	00551220-000000	GODINEZ ANTONIO R	593 Bonito Ave		Key Largo	FL	33037		
21	00552500-000000	GONZALEZ EMILIO S	763 22nd Ct		Miami	FL	33125		
22	00474590-000000	GRAF ROBERT D	PO Box 372734		Key Largo	FL	33037		
23	00085650-000000	HARRIS STEVEN G	22 Oceana Dr		Key Largo	FL	33037		
24	00551100-000000	HARRISON JOHN R	300 Coconut Palm Blvd		Tavernier	FL	33070		
25	00085470-000000	HOLEMAN HOWARD SPENCER	20 North Dr		Key Largo	FL	33037		
26	00552720-000000	HOSTETTER ROBERT R	494 Barracuda Blvd		Key Largo	FL	33037		
27	00552420-000000	KIEL ANDREW	586 Bonito Ave		Key Largo	FL	33037		
28	00551250-000000	KNISLEY GEORGE R AND PAMELA J LIVING TRUST D/T/D 12/18/201	3955 Hibiscus Cir		Carlsbad	CA	92008		
29	00552590-000000	KOBLICK TONYA A TRUST 11/5/1990 ✓	PO Box 370787		Key Largo	FL	33037		
30	00552570-000000	KOBLICK TONYA A TRUSTEE ✓	PO Box 370787		Key Largo	FL	33037		
31	00552680-000000	KOMYATHY FRAN K	164 Pompano Dr		Key Largo	FL	33037		
32	00552560-000000	KUKHTOV NIKOLAY	17100 N Bay Rd		Sunny Isles Beach	FL	33160		
33	00552370-000000	LAGO LUIS J	9813 222nd Ter		Cutler Bay	FL	33190		
34	00474370-000000	LALONDE FAMILY REVOCABLE TRUST 4/16/2015	C/O LALONDE LORIE TRUSTEE	127 INDIAN MOUND TRL	Tavernier	FL	33070		
35	00475150-000100	LARGO SOUND VILLAGE INC	PO BOX 372017		KEY LARGO	FL	33037		
36	00475120-000000	LEVINE STEVEN	506 Sound Dr		Key Largo	FL	33037		
37	00085400-000000	MELNIK MARIA CATRYN	700 E 5th St		Bokeelia	FL	33922		

	A	B	C	D	E	F	G	H	I
36	0475120-000000	LEVINE STEVEN	506 Sound Dr		Key Largo	FL	33037		
37	0085490-000000	MELNYK MARIA CATHRYN	702 E 5th St		Brooklyn	NY	11218		
38	0551080-000000	MENDEZ PEDRO L	92685 Overseas Hwy		Tavernier	FL	33070		
39	0085530-000000	MEYER ALLAN	55 Oceana Dr		Key Largo	FL	33037		
40	0085750-000000	MITCHELL DONALD A REVOCABLE TRUST	C/O WALLACE CHRISTINA E TRUSTEE	3400 N Piedmont St	Arlington	VA	22207		
41	0085440-000201	MITCHELL MICHAEL ALAN	790 Dolphin Ave		Key Largo	FL	33037		
42	0085740-000000	MONROE COUNTY	500 Whitehead St		Key West	FL	33040		
43	0085500-000000	MYERS MARCY G TR AG 3/16/2005	455 Barracuda Blvd		Key Largo	FL	33037		
44	0551260-000000	NVJ MULTISERVICES INC	393 POMPANO DR		Key Largo	FL	33037		
45	0552540-000000	PENNY'S INVESTMENT CORPORATION	3450 W 84th St		Hialeah	FL	33018		
46	0085610-000000	PEREZ LUIS	6417 Windmill Gate Rd		Miami Lakes	FL	33014		
47	0085550-000000	PRADO JORGE	815 Oceana Dr		Key Largo	FL	33037		
48	0474370-000400	REYNAUD PHILIPPE PAUL	301 2nd Ter		Key Largo	FL	33037		
49	0551060-000000	RT DRAPERY AND FURNITURE INC	6012 Topaz St		Las Vegas	NV	89120		
50	0085630-000000	SALINA DOREEN	24 Oceana Dr		Key Largo	FL	33037		
51	0474370-000300	SCHWAB GARY S	200 2nd St		Key Largo	FL	33037		
52	0085660-000000	TDGROUP HOLDINGS I LLC	PO Box 370524		Key Largo	FL	33037		
53	0552660-000000	VELIKOPOJSKI SERGIO	200 Pompano Dr		Key Largo	FL	33037		
54	0552740-000000	VILLA BELLA REALTY LLC	41 Wareland Rd		Wellesley Hills	MA	2481		
55	0552510-000000	VOGT CHRISTOPHER W	491 Barracuda Blvd		Key Largo	FL	33037		
56	0474560-000000	WALLACE AUDRA HILL	302 2nd Ter		Key Largo	FL	33037		
57	0475130-000000	WHEATON MARDELLA A	PO Box 370974		Key Largo	FL	33037		
58	0474370-000200	WILES DAVID ROY	202 2nd St		Key Largo	FL	33037		

57 x \$3.00 = \$171.00

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Shadow Point, LLC

Appeal re Staff Denial of Exemption for Vacation Rental Permit

List of Exhibits

- A. Legal Description.
- B. Affidavit of Patricia A. McNaughton
- C. Declaration of Restrictive Covenants and Articles of Association of Shadow Point POA
- D. Warranty Deed of June 16, 2006 by Margaret Matheson, Trustee under Trust No. 1 as Grantor to Grantee Shadow Point LLC, of a 6.25% interest and recorded at Official Records Book 2223, Page 1225, Monroe County, public records.
- E. Deed into Shadow Point, LLC by Margaret Matheson, as Trustee of Trust No. 2 of a 6.25% interest recorded at Official Records Book 2223, Page 1229, Monroe County, public records.
- F. Deed into Shadow Point, LLC by Robert A. McNaughton, Jr. as Trustee of Trust No. 3 of a 6.25% interest recorded at Official Records Book 2223, Page 1233, Monroe County, public records.
- G. Deed into Shadow Point, LLC by Patricia A. McNaughton conveying a 50% interest recorded at Official Records Book 2200, Page 1827, Monroe County, public records.
- H. Deed of June 16, 2006 by Robert A. McNaughton, Jr. and Margaret L. Matheson into Shadow Point, LLC conveying at 25% interest recorded at Official Records Book 2223, Page 1220, Monroe County, public records.
- I. Deed into Shadow Point, LLC by Robert A. McNaughton, Jr., as Trustee of Trust No. 4 conveying a 6.25% interest recorded at Official Records Book 2223, Page 1237, Monroe County, public records.
- J. Two different meter numbers 35187463, 70506197 and electrical invoice accounts. The property also has two addresses, 598 and 600, one for each residence.
- K. Staff Denial Letter of February 25, 2020.
- L. Photos of Gate (2).
- M. Definition of "community" by Dictionary.com (www.dictionary.com/browse/community).
- N. Most recent, current set of Rules for all occupants of Historic Shadow Point promulgated by the POA under authority of the recorded Declaration (Exhibit "C").
- O. Letter of March 23, 2020 re Appeal to Planning Commission by Margaret Matheson as attorney in fact for Robert A. McNaughton, Jr.
- P. Cover letter by Robert H, Matheson, Jr. Esq., of March 23, 2020 submitting Appeal Application and Exhibits.
- Q. Historic Florida Key Foundation 2016 Preservation Award Winners.

Beginning at the Northeast corner of Lot 13, thence run East 300 feet to the Point of Beginning; thence South 15 feet; thence East to the waters of Largo Sound on a point of land; thence from the Point of Beginning run North 263.40 feet; thence run East to Water of Largo Sound together with all improvements and riparian rights, also all that part of Lot 14 lying East of a line which is 300 feet East of the West boundary of said Lot 14 and its parallel with said boundary lying South and East of Right-of-Way of F.E.C. Railway according to survey made by P.F.Jenkins and Plat 1-68 all in Section 14-61-39.

OTHERWISE DESCRIBED AS:

A portion of Lots 1 and 14 in Section 14-61-39, according to Model Land Co., Plat of lands on Key Largo, recorded in Plat Book 1, at Page 68, Public Records of Monroe County, Florida, and more particularly described as follows: Beginning at a concrete monument on the dividing line between said Lots 1 and 14, on the East boundary of Block 9, according to the Plat of Anglers Park, recorded in Plat Book 1, at Page 159, of the Public Records of Monroe County, Florida; thence North along the East boundary line of Anglers Park, a distance of 244.7 feet to an existing fence; thence East along said fence line, a distance of 218.9 feet to the shore of Largo Sound; thence Southeasterly, Southerly and Southwesterly meandering said Shore of Largo Sound, a distance of 570 feet more or less to the East line of said Block 9 of Anglers Park; thence North along the East line of said Block 9, a distance of 56.8 feet to the Point of Beginning.

{M2407634;1}

LEGAL DESCRIPTION OF
SHADOW POINT LLC & PROPERTY
OWNERS ASSOCIATION RE
APPLICATION FOR VACATION
RENTAL PERMIT EXEMPTION
PER 134-1(b)(1)

EXHIBIT "A"

**AFFIDAVIT IN SUPPORT OF SHADOW POINT LLC
RELATED TO MONROE COUNTY LAND DEVELOPMENT CODE
SECTIONS 102-56(a) (1) and 134-1(b) (1)**

STATE OF FLORIDA
COUNTY OF MARTIN

COMES NOW, **PATRICIA A. McNAUGHTON**, who, after being duly sworn, does state to the best of her knowledge and belief as follows:

1. My name is Patricia A. McNaughton, my date of birth is August 11, 1924 and I reside at 5107 SW Anhinga Avenue, Palm City, FL 34990.
2. This Affidavit concerns the real property attached hereto as Exhibit "A" otherwise known as Historic Shadow Point, record title currently held by Shadow Point, LLC, a Florida corporation.
3. By letter of February 25, 2020, Monroe County staff denied the application made on December 14, 1918 for an exemption to a special vacation rental permit for the property.
4. Due to my health, I am unable to appear in person or travel to Monroe County.
5. My maternal grandfather, Frank Sweeting, purchased the subject property around 1924 and it has been in my family continuously ever since.
6. Although Frank Sweeting only had one child, Lelia Adams, my mother, subsequent generations of heirs succeeded her, sometimes with more than one offspring such that the number of title holders to the subject property has increased over the years. More specifically, I was one of two children, my brother had issue and I had two children, currently ages 70 and 72, both of whom had two children and I now have great grandchildren.
7. Over the decades of family ownership, relatives and cousins (and spouses) did not always agree as to the management of Historic Shadow Point and title at various times has been held by Trustees under express written trust documents or as a limited partnership or, finally, as a corporation.
8. However, for all of my life, the houses have always been lawfully rented from time to time for various terms, sometimes for periods less than 28 days.

B-1

9. The motivation for the several changes in "record" title ownership over the decades was an attempt to effectively manage the property owned by various and several persons, to maintain the privacy of the owners and to conform to applicable County, Federal and State laws, all the time continuing the occasional renting of the property to offset the expenses.

10. I have been shown a recorded copy of the Declaration of Protective Covenants and Articles of Association of Shadow Point Property Owners Association, Document #1822509, and Article IV thereof. The initial "associates" mentioned therein include my son, Robert A. McNaughton, Jr. who is confined to an assisted living facility with advanced Parkinson's disease and unable to appear in Monroe County.

11. There are several more persons who are "associates" as mentioned in such Article V who have an legal ownership in the attached Exhibit "A" and Shadow Point LLC. It has been a "community" for several generations and, like any community, the individuals have not always been on the same page.

12. I have made several estate planning changes recently. I have given my daughter, Margaret Matheson, considerable and complete power regarding these personal matters and it is my desire to keep these matters private. My son, brother of Margaret Matheson, is not sui juris due to his condition. Both of Margaret's children are disabled. It is not my desire, nor the desire of my late husband, to make these matters become public record.

Further Affiant Sayeth Not.

Patricia A. McNaughton

PATRICIA A. McNAUGHTON

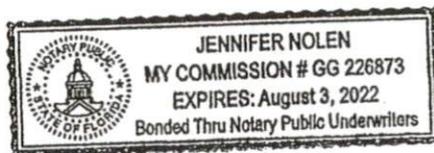
STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of March, 2020 by **PATRICIA A. McNAUGHTON**, who is personally known to me or who has produced _____ as identification.

Jennifer Nolen

Notary Public

My Commission Expires:



B-2

This instrument was prepared by, or under the supervision
of (and after recording, return to):

The Matheson Law Group
Post Office Box 1848
Palm City, Florida 34991

Doc# 1822509
Bk# 2502 Pg# 2181

**Declaration of Restrictive Covenants and Articles of
Association of Shadow Point Property Owners Association**

ARTICLE I: Shadow Point, LLC, a Florida Limited Liability Company, hereinafter sometimes known as "Grantor", in order to develop the Land into a residential community and preserve and enhance the values and amenities of this residential community, its architectural integrity and character, hereby subjects the Land and all improvements erected or to be erected thereon, and all other property, real, personal or mixed, now or hereafter situated on or within the Land - but excluding all public or private (e.g. cable television and/or other receiving or transmitting lines, fiber, antennae or equipment) utility installations, technology wires, cable or other equipment reserved by the company installing same, and all leased property therein and thereon to these covenants, easements, restrictions, reservations, regulations, burdens and liens and does delegate certain powers, controls, easements and other rights to the property owners' association herein formed for such purposes. The Land is hereby governed, restricted and in all respects encumbered by this Declaration and all amendments hereafter made in accordance with the provisions hereof.

ARTICLE II: The land subjected to these restrictive covenants and to be regulated by the Property Owners Association hereby created by these Articles of Association is an historic unplatted waterfront property bordering Largo Sound in Key Largo, Monroe County, Florida, more particularly described on Exhibit A attached hereto, which is sometimes hereinafter referred to as "the Property" or "SHADOW POINT".

ARTICLE III: The name of the property, which is currently, and has been for in excess of eight decades, a residential, controlled access, gated community consisting of separate and distinct residential structures in a hardwood hammock well endowed with mahogany, gumbo limbo, lignumvitae and ironwood flora is SHADOW POINT.

ARTICLE IV: The purpose of this Declaration is to subject the property to the restrictions mentioned herein and to set forth, in a limited fashion having due regard for the privacy desires of the "Associates," the names of the initial "Associates" who hereby form the Shadow Point Property Owners Association. The names and the addresses of such "associates" are:

Member/Manager: Robert A. McNaughton Jr.

Managing Member/Manager: Margaret Matheson

These two "associates" together represent majority control of Shadow Point LLC and are acting solely as members, and not individually, of the Shadow Point, LLC, a Florida limited liability company and share the address of 5107 S.W. Anhinga Avenue, Palm City, Florida 34490. Additional "associates" may become members of the Shadow Point Property Owners Association if they are sui juris, have an interest in these matters, and have been so appointed in writing by the Managing Member of Shadow Point LLC.

ARTICLE V: The purpose of these Restrictive Covenants and the Shadow Point Property Owners Association is to expressly regulate, manage and otherwise control the terms and circumstances of the leasing and rental of the dwelling units on the property. As such, any and all rentals and tenancies regardless of duration, shall be subject to the following:

- 5.1 Access to the Shadow Point residential community shall at all times be controlled, in order to assure privacy of the tenants, occupants and/or owners, and to otherwise prevent disturbance to the neighboring residents outside the community.
- 5.2 The Shadow Point community shall remain "gated" such that public access is restricted, in the fashion that has been practiced for over eighty years, in order to further the sense of tranquility of the Owners, Associates and their tenants.
- 5.3 Vacation rentals are expressly permitted and no restriction exists as to the duration or term of such rental or demise.
- 5.4 No prospective tenant or guest shall be discriminated against on the basis of sex, religion, ethnic, national origin, race or political affiliation although the Associates encourage the inclusion of liberal, "open-minded" tenants and occupants who believe in evolution and science are encouraged.
- 5.5 All tenants and occupants within the controlled, gated community of Shadow Point shall be prohibited from making excessive or boisterous noise at all times. Noise that is unreasonably audible beyond the boundaries of Shadow Point shall be prohibited between the hours of 10:00 p.m. and 9:00 a.m. on weekdays and 11:00 p.m and 10:00 a.m. on weekends.

Other restrictions, rules and regulations governing the tenancies of all vacation rentals may be published by the Shadow Point Property Owners Association and such shall be observed by all tenants and have the same effectiveness as if set out fully herein.

ARTICLE VI: A further purpose of these Articles of Association and Covenants is to promote catch and release angling, preservation of native hardwood hammock in the Florida Keys, the preservation of a sustainable ecology, the promotion of art, music, culture and intellectual discourse and the promotion of intercourse and trade with citizens of Cuba and the Bahamas. The property shall at all times be managed to promote health and biodiversity of native flora and fauna and may continue to be used, as in the past, as a conference center or meeting place for humans to consider and develop new methodologies to preserve the Florida Bay ecosystem, the much imperiled coral reefs and the continuing threats to native fauna including, but not limited to, the Key Largo Wood Rat, the American Crocodile, the White Crowned Pigeon and the South Florida Tree Snail.

ARTICLE VII: TENANT'S EASEMENT OF ENJOYMENT.

Every tenant shall have a non-exclusive, common right and easement of ingress and egress and of enjoyment in, to and over, and use of the Association Property subject to:

- 7.1 The right of the Association to reasonably limit the number of guests, invitees, tenants or licensees using the Association Properties, except as provided by law or herein to the contrary.
- 7.2 Uniform rules and regulations established by the Association from time to time pertaining to the use of the Association Properties and the Parcels, including, but not limited to, all parking and/or noise restrictions established by the Association from time to time.

ARTICLE VIII: DUTIES AND POWERS OF THE ASSOCIATION

- 8.1 The Association shall also have the power to preserve and enhance the natural beauty of the property.
- 8.2 Promote the health, safety and social welfare of the Associates, their invitees, tenants and residents.
- 8.3 Control the specification, architecture and design appearance of Shadow Point, including but not limited to, elevation and location of, and landscaping around, all improvements of any type, including: walls, fences, swimming pools, docks, piers, antennae, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Shadow Point, as well as the alteration, improvement, addition or change thereto in order to preserve and maintain an integrated architectural design within Shadow Point;

ARTICLE IX: PARTICULAR USE RESTRICTIONS, RULES AND REGULATIONS

- 9.1 Nuisances. No noxious, offensive or unlawful activity shall be carried on within Shadow Point nor shall anything be done in Shadow Point which may be or may become an annoyance or nuisance to other Associates.
- 9.2 Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted in or on Shadow Point, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted. No derrick or other structure designed for the use in boring for water, oil, natural gas or minerals shall be erected, maintained or permitted on or around Shadow Point.

ARTICLE X- GRANTOR RIGHTS, RESERVATIONS AND EXEMPTIONS

- 10.1 Grantor's Rights. Grantor hereby reserves to itself, and the grantee of any Parcel, tenant, guest or user within Shadow Point hereby agrees, by the mere fact of constructive notice because of the recording in the Monroe County Public Records of this document, that Grantor reserves the following rights, without notice or approval.
- 10.2 The right to vacate or withdraw any area of any portion of the Association Properties subject to this Declaration. The invalidization or unenforceability of this right shall in no way affect the enforceability of the other covenants and restrictions contained in this Article, this Declaration or any supplemental declaration.
- 10.3 The right, for any reason, to make changes, amendments, supplements or modifications to any or all of the covenants, restrictions, easements, reservations, agreements, documents or instruments affecting the Association Property, Shadow Point, or any portion thereof, whether recorded, or unrecorded, as Grantor, its successors and assigns, may deem reasonable, necessary appropriate or convenient. It is the intent of Grantor that no limitation shall exist on the ability and power of the Grantor to amend or terminate any and all provisions contained in this Declaration of Restrictive Covenants and Articles of Association.

ARTICLE XI - ENCROACHMENTS AND EASEMENTS

- 11.1 Easements for Maintenance. Easements are hereby reserved in favor of the Association under, upon, across, through and over all portions of Shadow Point for the purpose, as deemed necessary by the Association for preserving and maintaining the land, Parcels and carrying out its responsibilities under this Declaration; provided, however that all such activity shall be undertaken in a manner so as to minimize interference with any Associate's use of property.

- 11.2 Easements for Access, Repair and Maintenance. Grantor reserves unto itself, and its successors and assigns, perpetual non-exclusive easements of ingress and egress over and across the access ways existing from time to time in Shadow Point, and a perpetual non-exclusive easement to enter upon, over, under or through all portions of the Property for the purpose of maintaining, repairing and replacing the Residences and the Properties.

ARTICLE XII - EMERGENCY ACCESS.

The Association shall have the right, privilege and license, YET NO OBLIGATION, to enter upon Properties for the purpose of effecting any emergency repairs to that same Parcel or to any other Parcel and/or exterior portion of any improvement the Associates, in their sole judgment, desire.

ARTICLE XIII - GENERAL PROVISIONS

- 13.1 Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Land and Parcels in Shadow Point and shall be enforceable by the Association, their respective legal representatives, heirs, successors, and assigns, for the term of two (2) years from the date this Declaration shall be recorded ("the Initial Term"), after which time said covenants shall be extended automatically for successive periods of two (2) years, unless this Declaration shall be terminated at the end of the Initial Term or prior to a successive two (2) year period with the consent of the Managing Member/Manager of Shadow Point, LLC in which event an instrument to this effect shall be recorded in the Public Records of Monroe County, Florida, subject, however, to Grantor's rights as set forth in this Declaration.

ARTICLE XIV

- 14.1 Covenant Running with the Land The covenants, conditions, restrictions and easements of this Declaration and Articles of Association shall be covenants running with the land.
- 14.2 Severability. Invalidation of any portion of this Declaration by judgment, court order or statute shall in no way affect any other provisions which shall remain in full force and effect.
- 14.3 Gender and Plurals. The use in this Declaration of the male gender shall include the female and neuter, and the use of the singular shall include the plural and vice versa, as the context requires and the use of the term animal shall include the human.
- 14.4 Notices Any notice required to be sent hereunder shall be deemed to have been properly sent when delivered or mailed, postage prepaid, to the last known address of the Grantor or other addressee on the records of the Association at the time of such mailing. All notices to the Association required hereunder shall be either by hand delivery, recognized overnight courier service or sent by certified mail (return receipt requested) to the Association at the address provided in Article IV herein.
- 14.5 Interpretation. Except where otherwise provided herein, the Associates of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 14.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Grantors have caused this Declaration of Restrictive Covenants and Articles of Association to be duly executed and by our signatures below do hereby in writing formally associate with each other to evidence the existence of the Shadow Point Property Association which has been in effect for several decades.

Witnessed by:

SHADOW POINT LLC., a Florida limited liability company

Amanda D. Roe
Name: Amanda D. Roe

BY:
Name: MARGARET MATHESON
Title: Managing Member

Robert A. McNaughton Jr.
Name: Robert A. McNaughton Jr.

Margaret Matheson

Witnessed by:

SHADOW POINT LLC., a Florida limited liability company

Dylan Matheson
Name: Dylan Matheson

BY:
Name: Robert A McNaughton Jr.
Title: Member

Robert A. McNaughton Jr.
Name: Robert A. McNaughton Jr.

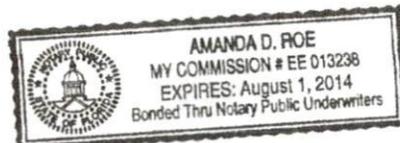
Robert A. McNaughton Jr.

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing Declaration was acknowledged before me, this 26th day of January, 2011, by MARGARET MATHESON, as Managing Member of SHADOW POINT LLC., a Florida limited liability company on behalf of said entity. She is personally known to me or has produced _____ as identification.

Name: Amanda D. Roe

Notary Public, State Florida
Commission No.: EE 013238



My Commission Expires:

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing Declaration was acknowledged before me, this 21st day of January, 2011, by Robert McNaughton, as Member of **SHADOW POINT LLC.**, a Florida limited liability company on behalf of said entity. He is personally known to me or has produced Florida Driver's License as identification.

Name: [Signature]

Notary Public, State of Florida
Commission No.: DD 947027

My Commission Expires: _____ (Notarial Seal)



Exhibit A

The following described real property, located and situated in the County of Monroe and State of Florida, to-wit (the "Property"):

Beginning at the Northeast corner of Lot 13, thence run East 300 feet to the Point of Beginning; thence South 15 feet; thence East to the waters of Largo Sound on a point of land; thence from the Point of Beginning run North 263.40 feet; thence run East to Water of Largo Sound together with all improvements and riparian rights, also all that part of Lot 14 lying East of a line which is 300 feet East of the West boundary of said Lot 14 and its parallel with said boundary lying South and East of Right-of-Way of F.E.C. Railway according to survey made by P.F.Jenkins and Plat 1-68 all in Section 14-61-39.

OTHERWISE DESCRIBED AS:

A portion of Lots 1 and 14 in Section 14-61-39, according to Model Land Co., Plat of lands on Key Largo, recorded in Plat Book 1, at Page 68, Public Records of Monroe County, Florida, and more particularly described as follows: Beginning at a concrete monument on the dividing line between said Lots 1 and 14, on the East boundary of Block 9, according to the Plat of Anglers Park, recorded in Plat Book 1, at Page 159, of the Public Records of Monroe County, Florida; thence North along the East boundary line of Anglers Park, a distance of 244.7 feet to an existing fence; thence East along said fence line, a distance of 218.9 feet to the shore of Largo Sound; thence Southeasterly, Southerly and Southwesterly meandering said Shore of Largo Sound, a distance of 570 feet more or less to the East line of said Block 9 of Anglers Park; thence North along the East line of said Block 9, a distance of 56.8 feet to the Point of Beginning.

Prepared By:
Henry Raattama, Esq.
Akerman Senterfitt
One S.E. Third Avenue
28th Floor
Miami, Florida 33131

Alternate Key Number
1094536

Doc# 1592200 07/12/2006 3:55PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

07/12/2006 3:55PM
DEED DOC STAMP CL: JENNIFERH \$0.70

Doc# 1592200
Bk# 2223 Pg# 1225

WARRANTY DEED

THIS WARRANTY DEED, made as of this 16th day of June, 2006, by and between MARGARET L. MATHESON, Trustee, under Patricia A. McNaughton Trust Agreement No. 1, dated December 15, 1995, Patricia A. McNaughton, Settlor, whose address is whose address is c/o Margaret Matheson, 5107 S.W. Anhinga Avenue, Palm City, FL 34990, as "Grantor", and SHADOW POINT, LLC, a Florida limited liability company, whose address is whose address is c/o Margaret Matheson, 5107 S.W. Anhinga Avenue, Palm City, FL 34990, as "Grantee".

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to it in hand paid by the Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successor and/or assigns forever, **an undivided 6.25% interest** in and to the following described real property, located and situated in the County of Monroe and State of Florida, to-wit (the "Property"):

Beginning at the Northeast corner of Lot 13, thence run East 300 feet to the Point of Beginning; thence South 15 feet; thence East to the waters of Largo Sound on a point of land; thence from the Point of Beginning run North 263.40 feet; thence run East to Water of Largo Sound together with all improvements and riparian rights, also all that part of Lot 14 lying East of a line which is 300 feet East of the West boundary of said Lot 14 and its parallel with said boundary lying South and East of Right-of-Way of F.E.C. Railway according to survey made by P.F.Jenkins and Plat 1-68 all in Section 14-61-39.

OTHERWISE DESCRIBED AS:

A portion of Lots 1 and 14 in Section 14-61-39, according to Model Land Co., Plat of lands on Key Largo, recorded in Plat Book 1, at Page 68, Public Records of Monroe County, Florida, and more particularly described as follows: Beginning at a concrete monument on the dividing line between said Lots 1 and 14, on the East boundary of Block 9, according to the Plat of Anglers Park, recorded in Plat Book 1, at Page 159, of the Public Records of Monroe County, Florida; thence North along the East boundary line of Anglers Park, a distance of 244.7 feet to an existing fence; thence East along said fence line, a distance of 218.9 feet to the shore of Largo Sound; thence Southeasterly, Southerly and Southwesterly meandering said Shore of Largo Sound, a distance of 570 feet more or less to the East line of said Block 9 of Anglers Park; thence North along the East line of said Block 9, a distance of 56.8 feet to the Point of Beginning.

Doc# 1592202 07/12/2006 3:55PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Prepared By:
Henry Raattama, Esq.
Akerman Senterfitt
One S.E. Third Avenue
28th Floor
Miami, Florida 33131

07/12/2006 3:55PM
DEED DOC STAMP CL: JENNIFERH \$0.70

Alternate Key Number
1094536

Doc# 1592202
Bk# 2223 Pg# 1229

WARRANTY DEED

THIS WARRANTY DEED, made as of this 16th day of June, 2006, by and between MARGARET L. MATHESON, Trustee, under Patricia A. McNaughton Trust Agreement No. 2, dated December 15, 1995, Patricia A. McNaughton, Settlor, whose address is whose address is c/o Margaret Matheson, 5107 S.W. Anhinga Avenue, Palm City, FL 34990, as "Grantor", and SHADOW POINT, LLC, a Florida limited liability company, whose address is whose address is c/o Margaret Matheson, 5107 S.W. Anhinga Avenue, Palm City, FL 34990, as "Grantee".

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to it in hand paid by the Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successor and/or assigns forever, **an undivided 6.25% interest** in and to the following described real property, located and situated in the County of Monroe and State of Florida, to-wit (the "Property"):

Beginning at the Northeast corner of Lot 13, thence run East 300 feet to the Point of Beginning; thence South 15 feet; thence East to the waters of Largo Sound on a point of land; thence from the Point of Beginning run North 263.40 feet; thence run East to Water of Largo Sound together with all improvements and riparian rights, also all that part of Lot 14 lying East of a line which is 300 feet East of the West boundary of said Lot 14 and its parallel with said boundary lying South and East of Right-of-Way of F.E.C. Railway according to survey made by P.F.Jenkins and Plat 1-68 all in Section 14-61-39.

OTHERWISE DESCRIBED AS:

A portion of Lots 1 and 14 in Section 14-61-39, according to Model Land Co., Plat of lands on Key Largo, recorded in Plat Book 1, at Page 68, Public Records of Monroe County, Florida, and more particularly described as follows: Beginning at a concrete monument on the dividing line between said Lots 1 and 14, on the East boundary of Block 9, according to the Plat of Anglers Park, recorded in Plat Book 1, at Page 159, of the Public Records of Monroe County, Florida; thence North along the East boundary line of Anglers Park, a distance of 244.7 feet to an existing fence; thence East along said fence line, a distance of 218.9 feet to the shore of Largo Sound; thence Southeasterly, Southerly and Southwesterly meandering said Shore of Largo Sound, a distance of 570 feet more or less to the East line of said Block 9 of Anglers Park; thence North along the East line of said Block 9, a distance of 56.8 feet to the Point of Beginning.

Prepared By:
Henry Raattama, Esq.
Akerman Senterfitt
One S.E. Third Avenue
28th Floor
Miami, Florida 33131

Alternate Key Number
1094536

Doc# 1592204 07/12/2006 3:55PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

07/12/2006 3:55PM
DEED DOC STAMP CL: JENNIFERH \$0.70

Doc# 1592204
Bk# 2223 Pg# 1233

WARRANTY DEED

THIS WARRANTY DEED, made as of this 16th day of June, 2006, by and between ROBERT A. McNAUGHTON, JR., Trustee, under Patricia A. McNaughton Trust Agreement No. 3, dated December 15, 1995, Patricia A. McNaughton, Settlor, whose address is 3778 Pine Avenue, Ye Little Wood, Coconut Grove, FL 33133, as "Grantor", and SHADOW POINT, LLC, a Florida limited liability company, whose address is whose address is c/o Margaret Matheson, 5107 S.W. Anhinga Avenue, Palm City, FL 34990, as "Grantee".

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to it in hand paid by the Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successor and/or assigns forever, **an undivided 6.25% interest** in and to the following described real property, located and situated in the County of Monroe and State of Florida, to-wit (the "Property"):

Beginning at the Northeast corner of Lot 13, thence run East 300 feet to the Point of Beginning; thence South 15 feet; thence East to the waters of Largo Sound on a point of land; thence from the Point of Beginning run North 263.40 feet; thence run East to Water of Largo Sound together with all improvements and riparian rights, also all that part of Lot 14 lying East of a line which is 300 feet East of the West boundary of said Lot 14 and its parallel with said boundary lying South and East of Right-of-Way of F.E.C. Railway according to survey made by P.F.Jenkins and Plat 1-68 all in Section 14-61-39.

OTHERWISE DESCRIBED AS:

A portion of Lots 1 and 14 in Section 14-61-39, according to Model Land Co., Plat of lands on Key Largo, recorded in Plat Book 1, at Page 68, Public Records of Monroe County, Florida, and more particularly described as follows: Beginning at a concrete monument on the dividing line between said Lots 1 and 14, on the East boundary of Block 9, according to the Plat of Anglers Park, recorded in Plat Book 1, at Page 159, of the Public Records of Monroe County, Florida; thence North along the East boundary line of Anglers Park, a distance of 244.7 feet to an existing fence; thence East along said fence line, a distance of 218.9 feet to the shore of Largo Sound; thence Southeasterly, Southerly and Southwesterly meandering said Shore of Largo Sound, a distance of 570 feet more or less to the East line of said Block 9 of Anglers Park; thence North along the East line of said Block 9, a distance of 56.8 feet to the Point of Beginning.

Doc# 1576050 04/13/2006 9:53AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

04/13/2006 9:53AM
DEED DOC STAMP CL: RS \$0.70

Doc# 1576050
Bk# 2200 Pg# 1827

27' 70
Prepared By:
Henry Raattama, Esq.
Akerman Senterfitt
One S.E. Third Avenue
28th Floor
Miami, Florida 33131

Alternate Key Number
1094536

WARRANTY DEED

THIS WARRANTY DEED, made as of this 4th day of April, 2006, by and between PATRICIA A. McNAUGHTON, a married woman, whose address is 3778 Pine Avenue, Ye Little Wood Avenue, Coconut Grove, FL 33133, as "Grantor", and SHADOW POINT, LLC, a Florida limited liability company, whose address is 3778 Pine Avenue, Ye Little Wood, Coconut Grove, FL 33133, as "Grantee".

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to it in hand paid by the Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successor and/or assigns forever, **an undivided 50% interest** in and to the following described real property, located and situated in the County of Monroe and State of Florida, to-wit (the "Property"):

Beginning at the Northeast corner of Lot 13, thence run East 300 feet to the Point of Beginning; thence South 15 feet; thence East to the waters of Largo Sound on a point of land; thence from the Point of Beginning run North 263.40 feet; thence run East to Water of Largo Sound together with all improvements and riparian rights, also all that part of Lot 14 lying East of a line which is 300 feet East of the West boundary of said Lot 14 and its parallel with said boundary lying South and East of Right-of-Way of F.E.C. Railway according to survey made by P.F.Jenkins and Plat 1-68 all in Section 14-61-39.

OTHERWISE DESCRIBED AS:

A portion of Lots 1 and 14 in Section 14-61-39, according to Model Land Co., Plat of lands on Key Largo, recorded in Plat Book 1, at Page 68, Public Records of Monroe County, Florida, and more particularly described as follows: Beginning at a concrete monument on the dividing line between said Lots 1 and 14, on the East boundary of Block 9, according to the Plat of Anglers Park, recorded in Plat Book 1, at Page 159, of the Public Records of Monroe County, Florida; thence North along the East boundary line of Anglers Park, a distance of 244.7 feet to an existing fence; thence East along said fence line, a distance of 218.9 feet to the shore of Largo Sound; thence Southeasterly, Southerly and Southwesterly meandering said Shore of Largo Sound, a distance of 570 feet more or less to the East line of said Block 9 of Anglers Park; thence North along the East line of said Block 9, a distance of 56.8 feet to the Point of Beginning.

THIS WARRANTY DEED EVIDENCES A TRANSFER OF UNENCUMBERED REAL PROPERTY BY THE GRANTOR TO AN ENTITY WHOLLY OWNED BY THE GRANTOR AND IS THEREFORE SUBJECT ONLY TO MINIMUM DOCUMENTARY STAMP TAX.

The above property is not now nor has it ever been the homestead of the Grantor. Grantor's residence address is 3778 Pine Avenue, Ye Little Wood, Coconut Grove, FL 33133.

This conveyance is subject to the following:

1. Taxes for the year 2006 and subsequent years.
2. Conditions, restrictions, limitations and easements of record, if any, without any intent to reimpose the same.
3. Laws, zoning laws, regulations or ordinances affecting the subject real property.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto, and all improvements now located on the Land, if any;

TO HAVE AND TO HOLD the same in fee simple forever.

Subject to the matters described above, Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land and hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these premises to be executed the 4th day of April, 2006.

Signed, sealed and delivered
in the presence of:

Robert A. McNaughton
Signature of Witness

By: Patricia A. McNaughton
Patricia A. McNaughton

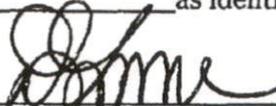
Robert A. McNaughton
Printed Name of Witness

David M. Turner
Signature of Witness

David M. Turner
Printed Name of Witness

COUNTY OF MIAMI-DADE)
STATE OF FLORIDA) SS:
)

The foregoing instrument was acknowledged before me this 4th day of April, 2008, by PATRICIA A. McNAUGHTON, a married woman, who is personally known to me or who produced _____ as identification.


Name: David M. Turner
Notary Public, State of Florida
My Commission Expires: 12/29/09
Comm: DD0502874



MONROE COUNTY
OFFICIAL RECORDS

G-3

Prepared By:
Henry Raattama, Esq.
Akerman Senterfitt
One S.E. Third Avenue
28th Floor
Miami, Florida 33131

Alternate Key Number
1094536

Doc# 1592198 07/12/2006 3:55PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

07/12/2006 3:55PM
DEED DOC STAMP CL: JENNIFERH \$0.70

Doc# 1592198
Bk# 2223 Pg# 1220

WARRANTY DEED

THIS WARRANTY DEED, made as of this 16th day of June, 2006, by and between ROBERT A. McNAUGHTON, JR., and MARGARET L. MATHESON, whose address is c/o Margaret Matheson, 5107 S.W. Anhinga Avenue, Palm City, FL 34990, as "Grantor", and SHADOW POINT, LLC, a Florida limited liability company, whose address is c/o Margaret Matheson, 5107 S.W. Anhinga Avenue, Palm City, FL 34990, as "Grantee".

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to it in hand paid by the Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successor and/or assigns forever, **an undivided 25% interest** in and to the following described real property, located and situated in the County of Monroe and State of Florida, to-wit (the "Property"):

Beginning at the Northeast corner of Lot 13, thence run East 300 feet to the Point of Beginning; thence South 15 feet; thence East to the waters of Largo Sound on a point of land; thence from the Point of Beginning run North 263.40 feet; thence run East to Water of Largo Sound together with all improvements and riparian rights, also all that part of Lot 14 lying East of a line which is 300 feet East of the West boundary of said Lot 14 and its parallel with said boundary lying South and East of Right-of-Way of F.E.C. Railway according to survey made by P.F.Jenkins and Plat 1-68 all in Section 14-61-39.

OTHERWISE DESCRIBED AS:

A portion of Lots 1 and 14 in Section 14-61-39, according to Model Land Co., Plat of lands on Key Largo, recorded in Plat Book 1, at Page 68, Public Records of Monroe County, Florida, and more particularly described as follows: Beginning at a concrete monument on the dividing line between said Lots 1 and 14, on the East boundary of Block 9, according to the Plat of Anglers Park, recorded in Plat Book 1, at Page 159, of the Public Records of Monroe County, Florida; thence North along the East boundary line of Anglers Park, a distance of 244.7 feet to an existing fence; thence East along said fence line, a distance of 218.9 feet to the shore of Largo Sound; thence Southeasterly, Southerly and Southwesterly meandering said Shore of Largo Sound, a distance of 570 feet more or less to the East line of said Block 9 of Anglers Park; thence North along the East line of said Block 9, a distance of 56.8 feet to the Point of Beginning.

The above property is not now nor has it ever been the homestead of the Grantor. Grantor's residence address is 3778 Pine Avenue, Miami, FL 33133, as to Robert A. McNaughton, Jr., and 5107 SW Anhinga Avenue, Palm City, FL 34990, as to Margaret L. Matheson.

This conveyance is subject to the following:

1. Taxes for the year 2006 and subsequent years.
2. Conditions, restrictions, limitations and easements of record, if any, without any intent to reimpose the same.
3. Laws, zoning laws, regulations or ordinances affecting the subject real property.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto, and all improvements now located on the Land, if any;

TO HAVE AND TO HOLD the same in fee simple forever.

Subject to the matters described above, Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land and hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these premises to be executed the 16 day of June, 2006.

Signed, sealed and delivered
in the presence of:

Robert H. Matheson Jr.
Signature of Witness

Robert A. McNaughton, Jr.
Robert A. McNaughton, Jr.

ROBERT H. MATHESON JR.
Printed Name of Witness

[Signature]
Signature of Witness

David M. Turner
Printed Name of Witness

Robert H. Matheson Jr.
Signature of Witness

Margaret L. Matheson
Margaret L. Matheson

ROBERT H. MATHESON JR.
Printed Name of Witness

[Signature]
Signature of Witness

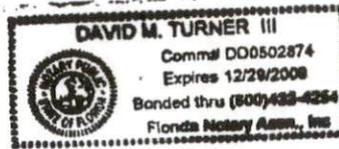
David M. Turner
Printed Name of Witness

H-2

COUNTY OF MIAMI-DADE)
) SS:
STATE OF FLORIDA)

The foregoing instrument was acknowledged before me this 16 day of June, 2006, by ROBERT A. McNAUGHTON, JR., who is personally known to me or who produced _____ as identification.

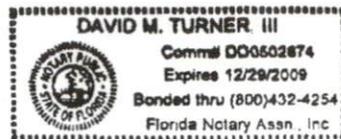

Name: David M. Turner
Notary Public, State of Florida
My Commission Expires:



COUNTY OF MIAMI-DADE)
) SS:
STATE OF FLORIDA)

The foregoing instrument was acknowledged before me this 16 day of June, 2006, by MARGARET L. MATHESON, who is personally known to me or who produced _____ as identification.


Name: David M. Turner
Notary Public, State of Florida
My Commission Expires:



MONROE COUNTY
OFFICIAL RECORDS

H-3

Doc# 1592206 07/12/2006 3:55PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

Prepared By:
Henry Raattama, Esq.
Akerman Senterfitt
One S.E. Third Avenue
28th Floor
Miami, Florida 33131

07/12/2006 3:55PM
DEED DOC STAMP CL JENNIFERH \$0 70

Doc# 1592206
Bk# 2223 Pg# 1237

Alternate Key Number
1094536

WARRANTY DEED

THIS WARRANTY DEED, made as of this 16th day of June, 2006, by and between ROBERT A. McNAUGHTON, JR., Trustee, under Patricia A. McNaughton Trust Agreement No. 4, dated December 15, 1995, Patricia A. McNaughton, Settlor, whose address is 3778 Pine Avenue, Ye Little Wood, Coconut Grove, FL 33133, as "Grantor", and SHADOW POINT, LLC, a Florida limited liability company, whose address is whose address is c/o Margaret Matheson, 5107 S.W. Anhinga Avenue, Palm City, FL 34990, as "Grantee".

WITNESSETH:

That said Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations to it in hand paid by the Grantee, the receipt and adequacy of which is hereby acknowledged, has granted, bargained and sold to the Grantee, its successor and/or assigns forever, **an undivided 6.25% interest** in and to the following described real property, located and situated in the County of Monroe and State of Florida, to-wit (the "Property"):

Beginning at the Northeast corner of Lot 13, thence run East 300 feet to the Point of Beginning; thence South 15 feet; thence East to the waters of Largo Sound on a point of land; thence from the Point of Beginning run North 263.40 feet; thence run East to Water of Largo Sound together with all improvements and riparian rights, also all that part of Lot 14 lying East of a line which is 300 feet East of the West boundary of said Lot 14 and its parallel with said boundary lying South and East of Right-of-Way of F.E.C. Railway according to survey made by P.F. Jenkins and Plat 1-68 all in Section 14-61-39.

OTHERWISE DESCRIBED AS:

A portion of Lots 1 and 14 in Section 14-61-39, according to Model Land Co., Plat of lands on Key Largo, recorded in Plat Book 1, at Page 68, Public Records of Monroe County, Florida, and more particularly described as follows: Beginning at a concrete monument on the dividing line between said Lots 1 and 14, on the East boundary of Block 9, according to the Plat of Anglers Park, recorded in Plat Book 1, at Page 159, of the Public Records of Monroe County, Florida; thence North along the East boundary line of Anglers Park, a distance of 244.7 feet to an existing fence; thence East along said fence line, a distance of 218.9 feet to the shore of Largo Sound; thence Southeasterly, Southerly and Southwesterly meandering said Shore of Largo Sound, a distance of 570 feet more or less to the East line of said Block 9 of Anglers Park, thence North along the East line of said Block 9, a distance of 56.8 feet to the Point of Beginning.

(M2407648.1)

I-1

Doc# 1592286
Bk# 2223 Pgs 1238

This conveyance is subject to the following:

1. Taxes for the year 2006 and subsequent years
2. Conditions, restrictions, limitations and easements of record, if any, without any intent to reimpose the same
3. Laws, zoning laws, regulations or ordinances affecting the subject real property.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto, and all improvements now located on the Land, if any.

TO HAVE AND TO HOLD the same in fee simple forever

Subject to the matters described above, Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land and hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused these premises to be executed the 16 day of JUNE, 2006.

Signed, sealed and delivered in the presence of:

Robert H. Matheson, Jr.
Signature of Witness

ROBERT H. MATHESON, JR.
Printed Name of Witness

[Signature]
Signature of Witness

David M. Turner
Printed Name of Witness

[Signature]
Robert A. McNaughton, Jr., Trustee
under Patricia A. McNaughton
Trust Agreement No. 4, dated
December 15, 1995

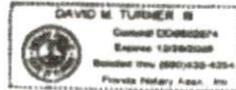
COUNTY OF MIAMI DADE)
STATE OF FLORIDA) SS.

The foregoing instrument was acknowledged before me this 16 day of June 2006, by ROBERT A. McNAUGHTON, JR., Trustee, under Patricia A. McNaughton Trust Agreement No. 4, dated December 15, 1995, who is personally known to me or who produced as identification

[Signature]
Name: DAVID M. TURNER
Notary Public, State of Florida
My Commission Expires:

MONROE COUNTY
OFFICIAL RECORDS

(M247648.1)



I - 2



FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.

P O BOX 377 TAVERNIER FL 33070-0377

COOPERATIVE LOCATIONS

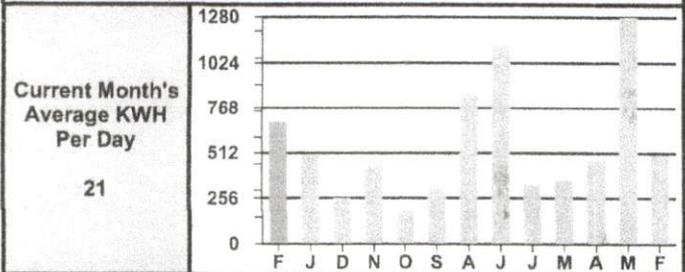
TAVERNIER OFFICE * 2150 W. Highway 1, P.O. Box 377
 MARATHON OFFICE * 2201 W. Highway 1
 TOLL FREE PHONE (800) 999-5554 WEBSITE WWW.FKEC.COM
 OFFICE HOURS * 7:00 AM TO 5:00 PM Monday - Friday

MARGARET MATHESON
 % SHADOW POINT LLC
 5107 SW ANHINGA AVE
 PALM CITY FL 34990-4003



- * Payment is not avoided by failure to receive a bill.
- * **EMPLOYEE IDENTIFICATION** - Our authorized representatives carry Cooperative identification with a photograph. Please do not hesitate to ask for identification before admitting any employee to your premises.
- * If service is interrupted, check your fuses or circuit breakers. See if neighbors have service. Please report promptly if you believe trouble is on FKEC lines.
- * When reporting trouble or anything unusual, please give your **NAME, ACCOUNT NUMBER, and METER NUMBER** as listed on this bill.
- * It is your responsibility to insure we have access to all meters.
- * Next reading date is subject to change.
- * **Next reading date is: 03/25/2020**
- * Payment is due before 5:00 pm on the **DELINQUENT DATE**.

KWH USAGE HISTORY



ELECTRONIC FUNDS TRANSFER -- DO NOT PAY

ACCOUNT NUMBER	METER NUMBER	BILL MAILED	LOCATION PHONE	OTHER PHONE	MOBILE PHONE
4500600011	35187463	02/27/2020		(772) 708-9599	
ACCOUNT LOCATION 601 BONITO AVE / ANGLERS PK					
ACTIVITY SINCE LAST BILL		\$ AMOUNT	CURRENT BILL INFORMATION		\$ AMOUNT
TRANSFER TO/FROM AR PREVIOUS BALANCE		74.00 CR 74.00	DAILY SYSTEM ACCESS CHARGE 1.00 X 32 POWER COST EQUITY CHARGE GROSS RECP T TAX OPER ROUNDUP ENERGY CHARGE		32.00 44.01 9.61 2.19 0.19 0.00
BILLING PERIOD DATES		RATE	TOTAL DUE		88.00
01/24/2020 TO 02/25/2020 TO		RESIDENTIAL SERVICE	TRANSFER DATE		03/18/2020
		CODE			
		REGULAR	POWER COST PER KWH		.0641500
KWH METER READING		MULTIPLIER	USAGE	USAGE 1 YEAR AGO	PAYMENT OPTIONS: Online at www.fkec.com / By telephone dial 855-385-9912 using your Electronic Check, American Express, Discover, Mastercard or Visa / In person at one of our locations / By U.S. Mail
FROM	TO				
79134	79820	1	686	502	

PLEASE INDICATE CHANGED BY ADDRESS OR PHONE NUMBER HERE

MAILING ADDRESS

CITY _____ STATE _____ ZIP _____

LOCATION PHONE NUMBER _____ MOBILE PHONE NUMBER _____

MEMBER'S SIGNATURE (REQUIRED TO CHANGE ADDRESS)

** Electronic Funds Transfer -- Do Not Pay **

TRANSFER DATE	ACCOUNT NO.	AMOUNT DUE
03/18/2020	4500600011	88.00



2100022361
 MARGARET MATHESON
 % SHADOW POINT LLC
 5107 SW ANHINGA AVE
 PALM CITY FL 34990-4003

FLORIDA KEYS ELECTRIC COOPERATIVE ASSOCIATION, INC.
 PO BOX 377
 TAVERNIER FL 33070-0377



J-1



County of Monroe

Planning & Environmental Resources Department
Marathon Government Center
2798 Overseas Highway, Suite 400
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536



Board of County Commissioners:

Mayor Heather Carruthers, District 3
Mayor Pro Tem Michelle Coldiron, District 2
Craig Cates, District 1
David Rice, District 4
Sylvia J. Murphy, District 5

We strive to be caring, professional, and fair

February 25, 2020

Margaret Matheson
Shadow Point, LLC
5107 SW Anhinga Ave.
Palm City, FL 34990

Subject: *Request for an Exemption to a Special Vacation Rental Permit for property located at 600 Bonita Ave, legally described as a portion of Lots 1 and 14 in Section 14-61-39, according to Model Land Co., Plat of lands on Key Largo, recorded in Plat Book 1 at Page 68, Public Records of Monroe County, Florida having Parcel ID 00085930-000000 (VRE-18-31)*

Dear Applicant,

The Planning and Environmental Resources Department is in receipt of your application for an Exemption to a Monroe County Special Vacation Rental Permit. The subject application is for an exemption pursuant to Monroe County Land Development Code (LDC) Section 134-1(b)(1), which allows exemptions for properties that are located within a controlled access, gated community with a homeowner's or property owner's association that expressly regulates or manages vacation rental uses.

There is no confirmation of the number of lawfully existing dwelling units on the subject property on file with the Planning Department. The subject property is located within the County's Improved Subdivision (IS) Land Use (Zoning) District. Pursuant to LDC Section 130-83(b), vacation rental use is prohibited in all IS Districts and subdistricts, except in:

- (1) IS-V districts (as set forth in section 130-84); and
- (2) In gated communities that have:
 - a. Controlled access; and
 - b. A homeowner's or property owner's association that expressly regulates or manages vacation rental uses.

Although the County LDC does not explicitly define "community," "controlled access," or "gated community," the Planning Director has the "jurisdiction, authority and duties" ... "to render interpretations of the Comprehensive Plan and the Land Development Code" pursuant to LDC Section 102-21(b)(2)h. To aid in the review of the requested Vacation Rental Exemption, various sources were consulted for definitions of the terms "community" and "gated community," and other supporting terms.

A Planners Dictionary (2004) APA Planning Advisory Service, 460pp:

- “Community” is defined as “A subarea of the city consisting of residential, institutional, and commercial uses sharing a common identity.”
- “Gated community” is defined as “Residential areas that restrict access to normally public spaces. These are subdivisions of usually high-end houses located mostly in suburbs, but some more recently in inner-city areas. The type of gates can range from elaborate guard houses to similar electronic arms. Residents may enter by electronic cards, or remote control devices. Visitors must stop to be verified for entry; A residential neighborhood where accessibility is controlled by means of gate, guard, barrier or other similar improvement within or across a privately maintained right-of-way.”
- “Subdivision” is defined as “The division or redivision of land into 10 or more lots, tracts, parcels, sites, or divisions for the purpose of sale, lease or transfer of ownership.” Or, “The process of laying out a parcel of raw land into lots, blocks, streets, and public areas. In most states, a subdivision is defined as the division of a tract of land into five or more lots.”

Section 720.301 Florida Statutes—Homeowners’ Associations—(3) defines “Community” as “the real property that is or will be subject to a declaration of covenants which is recorded in the county where the property is located.”

Black’s Law Dictionary defines “Community” as “1. A neighborhood, vicinity, or locality. 2. A society or group of people with similar rights or interest. 3. Joint ownership, possession or participation.”

Merriam-Webster Dictionary (www.merriam-webster.com/dictionary/community) defines “Community” as “A unified body of individuals: a) the people with common interests living in a particular area; the area itself; b) a group of people with a common characteristic or interest living together within a larger society”; c) a body of persons of common and especially professional interests scattered through a larger society; d) a body of persons or nations having a common history or common social economic, and political interests; e) a group linked by a common policy; f) an interacting population of various kinds of individuals (such as species) in a common location; g) state, commonwealth”

Oxford English Dictionary (en.oxforddictionaries.com/definition/community) defines “Community” as “1) A group of people living in the same place or having a particular characteristic in common; 1.1) A group of people living together and practicing common ownership; 1.2) A particular area of place considered together with its inhabitants”

The subject property is not located in a “gated community”. First, the subject property does not itself have a controlled access gate, and the property is not otherwise located in a community that is physically gated. No building permits have been issued to date to construct a fence or gate at the subject property. Second, the subject property, including the dwelling unit(s) and common areas, is owned by a single owner—Shadow Point, LLC. The Department of Planning has previously opined that the definition of “gated community” does not include property that is owned by a single owner. This definition was upheld by the Planning Commission pursuant to Resolution No. P13-18. The dwelling unit(s) owned by Shadow Point, LLC does not constitute a community of homeowners.

Second, the Department of Planning also defines "gated community" to mean a "neighborhood," that includes a geographical component. The rationale for the "gated community" exemption must be considered in defining "gated community." The exemption is offered in part because it implies that a neighborhood has collectively agreed to allow vacation rentals, and the immediate potential impacts of vacation rental (noise, increased traffic, etc.) have already been considered by the neighborhood, and will not impact individuals beyond the vicinity of the neighborhood who did not participate in the collective decision. In this case, although the Shadow Point Property Owners Association has agreed to allow vacation rentals, the association only governs the subject property that does not itself constitute a "neighborhood." The subject property is only a single parcel consisting of approximately 62,698 square feet. It is located in a neighborhood that includes several neighboring developed properties that are immediately adjacent or within close proximity. These neighboring properties are not members of the Shadow Point Property Owners Association and have not collectively agreed to allow vacation rentals.

Accordingly, the Department is unable to approve the application at this time for the following reasons:

1. Pursuant to LDC Section 130-83(b), vacation rental use is prohibited in all IS Districts and subdistricts, except in: (1) IS-V districts (as set forth in section 130-84); and (2) In gated communities that have: a. Controlled access; and b. A homeowner's or property owner's association that expressly regulates or manages vacation rental uses.

You may appeal any decision, determination or interpretation made in this letter pursuant to Monroe County Code Section 102-185. A notice of appeal must be filed with the County Administrator, 1100 Simonton Street, Gato Building, Key West, FL 33040, within 30 calendar days from the date of this letter. In addition, please submit a copy of your notice of appeal to the Planning Commission Coordinator, Monroe County Planning and Environmental Resources Department, 2798 Overseas Highway, Suite 400, Marathon, Florida 33050.

If you have any questions regarding the contents of this letter, or if we may further assist you, please feel free to contact the Department's Marathon office at (305) 289-2500.

Respectfully,



Emily Schemper, AICP, CFM,
Senior Director of Planning & Environmental Resources

ES/dt

Historic
Shore Point
Circa 1917

*Property Owners Association
Members and Guests Only*

598-601 Bonito Avenue

K-1

1-7



L-2

L-2

Historic
M. West Point
Circa 1917

Property owned & administered
by the City of Grand Cayman
1901 Gumbo Avenue

DEFINITIONS ▾

community



TOP DEFINITIONS

QUIZZES

RELATED CONTENT

EXAMPLES

EXPLORE DICTIONARY

BRITISH

SCIENTIFIC

community

 [kuh-myoo-ni-tee] [SHOW IPA](#) [SEE SYNONYMS FOR community ON THESAURUS.COM](#)

noun, plural **com·mu·ni·ties**.

- 1 a social group of any size whose members reside in a specific locality, share government, and often have a common cultural and historical heritage.
- 2 a locality inhabited by such a group.
- 3 a social, religious, occupational, or other group sharing common characteristics or interests and perceived or perceiving itself as distinct in some respect from the larger society within which it exists (usually preceded by *the*):
the business community; the community of scholars.
- 4 a group of associated nations sharing common interests or a common heritage:
the community of Western Europe.
- 5 *Ecclesiastical.* a group of men or women leading a common life according to a rule.



Pick The
Word Of
The Day
And Win!

M-1

DEFINITIONS ▾

community

**SYNONYMS FOR COMMUNITY**8 [similarity, likeness.](#)**SEE SYNONYMS FOR *community* ON THESAURUS.COM****SYNONYM STUDY FOR COMMUNITY**

1. COMMUNITY, HAMLET, VILLAGE, TOWN, CITY are terms for groups of people living in, somewhat close association, and usually under common rules. COMMUNITY is a general term, and TOWN is often loosely applied. A commonly accepted set of connotations envisages HAMLET as a small group, VILLAGE as a somewhat larger one, TOWN still larger, and CITY as very large. Size is, however, not the true basis of differentiation, but properly sets off only HAMLET. Incorporation, or the absence of it, and the type of government determine the classification of the others.

OTHER WORDS FROM COMMUNITY

com·mu·ni·tal, adjective

pro·com·mu·nity, adjective

WORDS NEARBY COMMUNITY

[communist manifesto](#), [communist party](#), [communistic](#), [communitarian](#), [communitas](#), **community**, [community antenna television](#), [community association](#), [community card](#), [community care](#), [community center](#)


 Pick The
Word Of
The Day
And Win!

M-2

~~For Monroe Monroe Monroe@gmail.com~~
RULES FOR ALL GUESTS TENANTS AND OCCUPANTS
OF SHADOW POINT PROPERTY OWNERS ASSOCIATION

The following RULES apply at all times to all tenants, invitees, guests and occupants of Shadow Point.

No noise at a sound level which disturbs anyone, whether such disturbed person is located inside or outside the Shadow Point property, is permitted. Monroe County has a Noise Ordinance but the Shadow Point Rule is stricter than such Ordinance as it is the desire and intent of the Shadow Point Property Owners Association that no occupants of the Association property nor neighbors located outside the property are unduly disturbed at any time by noise levels. The Shadow Point Property Owners Association wishes to guarantee all occupants of the controlled access property, as well the neighbors located outside the property, the right of quiet enjoyment which includes the absence of disturbing noise. Brief and reasonable use of mechanical equipment used in landscaping and maintenance thereof such as leaf blowers, lawn mowers or chain saws shall not be considered disturbing noise but such use shall only occur after 9AM and prior to 6PM.

No smoking is allowed in any of the buildings whatsoever nor is smoking allowed on any of the porches in the buildings. No cigarette butts are to be left or discarded on the grounds.

Trash bins have been located throughout the property for the convenience of the occupants. No trash, cans, bottles or other debris are to be left on the grounds.

All household, and other trash or garbage of any nature, is to be put in the provided containers which are to be taken to the corner of Pompano Ave. (approximately 200 feet beyond the gated entry to the property) for municipal pickup on the scheduled days which are Monday's and Thursdays for regular garbage and Fridays for recycling matter: please recycle! Upon leaving the property at the end of a tenancy all occupants must empty all household and kitchen garbage containers into the outside large containers and transport such containers outside the property to the corner of Bonito and Pompano Ave. for pickup.

If more than the agreed upon number of persons is found to be occupying any unit a surcharge of \$300 per person/night will be levied.

No pets are allowed anywhere on the Association property (unless the owner of any such pet has received special permission in writing- that is, a waiver of this prohibition).

No camping (i.e. sleeping outside on the ground with or without tents) is permitted.

No recreational vehicles, whether occupied or unoccupied, are permitted on the Association property.

No bonfires or fires of any type are permitted on the Association property.

No fireworks or firecrackers of any type are permitted or to be used on the Association property.

for fire prevention safety.

The Association property is a unique and delicate ecosystem containing native flora and fauna which has been disappearing in quantity over the last century as a result of human habitation and development. All occupants shall refrain from damaging or injuring all plants and animals (with the sole exception being the Green Iguana , a large invasive lizard detrimental to the native hardwood ecosystem habitat).

Furniture inside the units is not to be moved. Outside chairs or lounges, if moved, shall be returned to their original position when occupancy began.

Kayaks and paddle boards shall be returned and properly stowed in the shed after use. They should be launched at the sandy area of the property and not at the boat ramp which is very slippery.

Any of the following behavior on the Association property shall be cause for immediate termination of all rights of occupancy without prior notice:

- disturbance, annoyance, or endangerment of the neighbors.
- any immoral or unlawful use of or upon the Association property.
- violation of any law or ordinance.
- violation of any of these rules.



Historic Shadow Point, 598-601 Bonito Ave., Key Largo, Fl. 33037, Mile Marker 103 Oceanside,
www.Historicshadowpoint.com

Margaret Matheson
5107 SW Anhinga Ave.
Palm City, Fl. 34990
772-708-9599
info@historicshadowpoint.com

March 23, 2020

Monroe County Administrator
The Gato Building
1100 Simonton Street, Key West, FL 33040

and to:

Planning Commission Coordinator
Monroe County Planning and Environmental Resource Department
Marathon Government Center
2798 Overseas Highway, Suite 400, Marathon, FL 33050

Return Receipt Requested, Via Fed. Ex, overnight

Re: Monroe County file # VRE-18-31 Appeal to the Monroe County
Planning Commission of Staff Denial on February 25, 2020
Of an Exemption to a special Vacation Rental Permit for
Property Located at 600 Bonito Ave, Key Largo.
(Parcel ID 00085930-000000)

Dear Sirs,

Robert A, McNaughton Jr. is an interested party in the above. As his attorney in fact under document of February 26, 2019, I request any notices or communications from your offices concerning him be sent to me as his attorney in fact at the above address.

0-1



I am hesitant to enclose the Power of Attorney as the several interested parties in this appeal wish to keep matters of the degree of their interest and /or ownership private. However, if you do require the document kindly advise and I shall supply same on the condition that it not be placed of record with the Clerk for recording or available for public inspection.

In an attempt to avoid confusion, I note that Robert H. Matheson Jr. Esq. of PO Box 1848, Palm City FL. 34991, Phone # 772-485- 0944. Email address: bobdermatheson@gmail.com represents me and several other interested parties/owners. Mr. Matheson represents me individually and also represents Shadow Point LLC and Shadow Point Homeowners Association Inc.

I do not enclose "Agent Designation Form" for myself as attorney in fact for Robert A. McNaughton Jr. as I trust my signature will suffice.

Thank you,

A handwritten signature in black ink that reads "Margaret Matheson". The signature is fluid and cursive.

Robert A. McNaughton Jr.
By Margaret Matheson
As his attorney in fact.



ROBERT HARDY MATHESON, JR.,
Attorney at Law
P.O. Box 1848
Palm City, FL 34991

Telephone: (772) 485-0944
E-Mail: bobdermatheson@gmail.com

March 23, 2020

VIA FEDERAL EXPRESS

Monroe County Administrator
Gato Building
1100 Simonton Street
Key West, FL 33040

VIA FEDERAL EXPRESS

Planning Commission Coordinator
Monroe County Planning and Environmental
Resources Department
2798 Overseas Highway, Ste. 400
Marathon, FL 33050

RE: Appeal to the Monroe County, Florida Planning Commission regarding Staff Denial on February 25, 2020 of Shadow Point LLC Application of December 14, 2018 for a Vacation Rental Permit under Code Section 134-1(b)(1)

Dear Sir or Madam,

Please find enclosed:

1. Completed Application for Appeal to the Planning Commission dated today;
2. Copy of the original Application of December 14, 2018 and Denial letter of February 25, 2020;
3. Agent Authorization forms granting me authority to speak, as described therein for Dylan Matheson, William Merritt and Margaret Matheson.
4. Checks payable to Monroe County Planning & Environmental Resources of \$1,500.00 and \$245.00 representing appeal fee and advertising fee respectively.
5. Check for \$9.00 for actual notice to the contiguous "adjacent parcels". On this point no measurement of distance regarding notice is given under 102.185(c), Section 102-185(c) requires a notice of appeal be given to "Adjacent property owners" as does the last sentence on page 2 of the Appeal to The Planning Commission form. Whereas page 3 of such form the

P-1

requirement reads that "all property owners within a 600 feet radius of the property" must be noticed. Within about 100 feet of the subject property are maybe four properties (certainly 3) which are all contiguous. My Black's Law and Webster New World Dictionary were consulted (copies enclosed) but neither seemed determinative of what is not just contiguous but near or close. I apologize for the argumentative nature of this but I finally consulted the Definitions Section of your Monroe County Comprehensive Plan Update to learn that "adjacent parcel" means:

"a parcel of land sharing a boundary with another parcel of land at one or more points of intersection. For purposes of this land development code, an intervening road, right-of-way or easement shall not eliminate nor destroy the adjacency of the two parcels, except for U.S. 1".

The subject property is partly bordered at the end of a public road, Bonita Avenue, which continues directly to U.S. 1. Other than that, there are three contiguous parcels, I.D. numbers being 00085520, 00552590 and 00552570. I believe your code definition supersedes the administrative language on the application form. Staff interpretation may not further restrict the original ordinance language subsequent to the original date of passage. *City of Miami vs. Airbnb*, 260 So.3d 478, 482, (Florida 3d DCA 2018), (See also Florida Attorney General Opinion #AGO 2019-07, August 16, 2019). This explains the enclosed check for \$9.00 rather than \$171.00 (being three notices verses fifty seven). Frankly it is not the expense but a matter of procedural and substantive due process (which the applicant believes was violated in the staff denial contrary to the considerable evidence, in the original application). Again, I apologize for the disagreement expressed at length herein, and at the beginning of our relationship, and reserve the right to acquiesce and have the clients send another \$162.00, but I request the opportunity to communicate further on this point, perhaps to your county attorney assigned to the Planning Commission.

6. Letter of Margaret Matheson of this date as to the representation of Robert A. McNaughton as his attorney in fact.

7. Brief and Argument by undersigned.

Please be kind enough to send me, and e-mail is fine, a copy of Monroe County Planning Commission Resolution No. P13-18, which was referenced in the letter of Denial of February 25, 2020 and which I have requested previously.

P-2

Monroe County Administrator
& Planning Commission Coordinator
Monroe County Planning and Environmental
March 23, 2020
Page 3

Some of the interested parties are hesitant to travel currently, in light of the National Emergency relative to the pandemic. We therefore request that the Public Hearing be delayed until it is safe to travel and gather as a group in public.

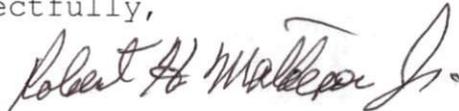
I note that at least once in the written statement in the enclosed application reference is made to Monroe County Code Sections regarding "grandfather" (Sect. 102-56(a)(1) permission for property uses dating prior to 1985. While this Appeal does not make such argument, the clients reserve the right to do so in the future.

The client's may have an expert witness at the Appeal Hearing and I await such re-sumé and qualifications at this point so I respectfully reserve the right to supplement this Application regarding this point, and others, in the future.

I shall await word from Monroe County regarding the "notice" issue see paragraph 5.

Thank you.

Respectfully,



Robert Hardy Matheson, Jr.

RHM/jn
Encs.

P.S. The Denial Letter was not received until February 29, 2020.

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