BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE
JOHN G. VAN LANINGHAM
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,

Petitioner,

vs. Case Nos. CE18020103
CE18030108

THURMOND STREET PARTNERS, LLC,

Respondent.
_____/

FINAL ORDER

These cases were heard at public hearing before the Code Compliance Special Magistrate on September 6, 2018. Respondent, which contests the charges, was represented by Russell A. Yagel, Esquire. Assistant County Attorney Steven T. Williams, Esquire, appeared on the County's behalf.

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector and witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

1. Respondent Thurmond Street Partners, LLC ("TSP"), is the owner of two parcels alleged to be in violation of the Monroe County Code ("MCC" or the "Code") as stated in the Notices of Violation served upon TSP. The addresses of the parcels are: 2 Thurmond Street, Key Largo, Florida 33037 ("North Parcel") and 98990 Overseas Highway, Key Largo, Florida 33037 ("South Parcel"). The subject parcels are contiguous and, together, form a secluded waterfront compound on the Florida Bay. Collectively, the North and South Parcels, comprising some five to seven acres, will be referred to herein as the "Property."

2. TSP purchased the North Parcel in September 2014. There was a single family residence on the parcel. Even before TSP acquired this parcel, the residence was being leased for periods of less than 28 days, as a vacation rental, and marketed as a location for special events, including specifically weddings. It is unclear from the record whether TSP or its principals had any involvement in this "vacation wedding use" prior to September 2014. Regardless, however, it is clear that TSP continued to use the North Parcel as a vacation rental where "wedding events" were regularly held. The undersigned will hereafter use the term "vacation wedding use" to refer to the owner's use of its dwelling as a vacation rental unit, where the property has been designed and outfitted for the specific purpose, and with the specific intention, of attracting transient renters looking for a place to hold "wedding events" or "vacation weddings" at the vacation rental site during their short-term occupancies. The term "wedding event" as used herein will refer not only to the wedding ceremony itself, but also to related celebrations including, but not limited to, rehearsal dinners, parties, and wedding receptions. Finally, the term "vacation wedding," as used herein, means a wedding event held at the site of a vacation rental unit being put to vacation wedding use by its owner.

3. The North Parcel is located in a suburban residential ("SR") district, where vacation rental use is permitted if the property owner obtains a special vacation rental permit before engaging in short-term rentals, and if the vacation rental property has a licensed vacation rental manager, unless a vacation rental permit is not required because an exemption applies. TSP had neither the permit nor the license and was not exempted from the permit requirement. Therefore, in early 2015, the County initiated an enforcement proceeding, Case No. CE14030127, against TSP for alleged violations of MCC chapter 134, article 1, which governs vacation rental uses.

4. To settle this proceeding, TSP admitted the violations and entered into a Stipulation to Code Violation and for Time to Comply for First Time Offenses, which was approved by a Final Order dated February 26, 2015. The Final Order, following the stipulation, established a compliance date of May 15, 2015.

5. By letter dated May 12, 2015, TSP delivered to the County a copy of the Declaration of Covenants, Easements and Restrictions for Key Largo Lighthouse Beach Homeowners Association ("Declaration"), which had been recorded in the County's official records. The letter, from TSP's counsel and addressed to the County's attorney, stated that, "[i]n accordance with our previous discussions[,] . . . [w]e trust the enclosed [documents, including the

Declaration,] bring our client into compliance under the [stipulated] agreement." From September 2014 through May 12, 2015, approximately 40 wedding events had been held at the North Parcel, according to TSP's records.

6. To achieve compliance in 2015, TSP relied upon the exemption in section 134-1(b)(1), which provides that a vacation rental permit is not required for short-term rentals "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." The Declaration established the Key Largo Lighthouse Beach Homeowners' Association ("HOA") as the body that would govern the North Parcel "community" of which the residence TSP had purchased in 2014 was a part. (The record is not entirely clear, but it appears that, in 2014, the HOA covered this one residence only, which was, it seems, the sole residence on the North Parcel at the time.)

7. There is no dispute that the North Parcel was at all relevant times, and remains as of this writing, a controlled access, gated "community." Article VIII, section 8.1, of the Declaration provides, moreover, that the "property may be used for single-family residential living and rentals, both short term and long term." So, the HOA *allows* vacation rentals. Whether the HOA *expressly regulates or manages* vacation rental uses is, arguably, another matter. The undersigned does not find any vacation rental regulations, as such, in the Declaration. Be that as it may, however, there is no dispute that upon receipt of the Declaration in 2015, the County deemed the North Parcel to be in compliance with MCC section 134-1. Because TSP had not obtained a vacation rental permit, and because TSP plainly intended to, and in fact did, continue using the North Parcel residence for short-term rentals after May 15, 2015, the undersigned finds that the County's decision as to compliance necessarily included a determination that TSP fell within the "HOA exemption" in section 134-1(1)(b)(1) under the facts and circumstances before the County at that time.[1]

[1] Section 134-1(b)(2) states that "[t]o obtain an exemption under the provisions of this section, the owner or agent must submit an application to the planning department in a form prescribed by the planning director." (Emphasis added). This provision is arguably ambiguous, inasmuch as the term "this section" might reasonably be understood as meaning (i) section 134-1; (ii) section 134-1(b); *or* section 134-1(b)(2). The broader interpretations (i.e., (i) and (ii)) would subject the HOA exemption to the requirement of planning department approval, while the narrowest, third reading would not. There is no evidence that the planning department approved TSP's HOA exemption, but if such approval were required, and not obtained, the County would have waived the requirement in this particular instance.

8. TSP viewed the County's compliance determination as a green light to continue using the North Parcel residence for vacation weddings as it had been doing in the run-up to the enforcement proceeding—no surprise there. But TSP also interpreted the outcome of Case No. CE14030127 more aggressively, as a warrant to expand and intensify this particular use.

9. TSP purchased the South Parcel in May 2016. A single-family residence was located on this parcel, when TSP acquired it, which was then updated. Thereafter, TSP began to further develop the Property. A large guest house (5 bedrooms, 5 bathrooms) was built on the North Parcel, and a large single-family residence (4 bedrooms, 4 bathrooms) was built on the South Parcel. As of the final hearing, each parcel contained a "main house" and a "guest house" for a total of four separate dwellings located on the Property. This represented a material change in the circumstances that existed in May 2015, when TSP was using *one* single-family residence as a vacation rental where vacation weddings were held.

10. TSP has built, or maintained, on the Property various facilities, amenities, and infrastructure designed for wedding events, including two separate private beaches where wedding ceremonies may be performed, a tiki bar, boat slips and a boat house, areas for receptions, parking, lighting, a DJ enclosure, a pool or pools, and tents. The typical wedding event entails a 4 day, 3 night stay, at approximately $7,000.00 per night for the accommodations, and brings an average of 60 guests (although the Property can accommodate parties of up to 150 people). The average number of vacation wedding events held per year at the North Parcel during the two years between 2015 and 2016 was 87. After the South Parcel had been developed, the average number of wedding events held per year at Property between 2017 and 2018 was 137.

11. The Property is marketed as a high-end destination wedding venue. Although TSP might be using additional advertising vehicles, the one in evidence is the website, *https://www.keylargolighthouse.com*. One of TSP's owners, David McGraw, tried to distance TSP from this website, testifying that it is owned by a third party whom he pays for its maintenance. Somewhat similarly, Mr. McGraw testified that the "couple," i.e., the persons renting the venue, hires all the vendors, e.g., caterers, wedding planners, DJs, photographers, pyrotechnicians (for fireworks displays), bartenders, etc., and that TSP makes no money from the vendors. There is insufficient evidence in the record for the undersigned to make findings about all the gross revenue generated from the vacation weddings held annually on the Property, where

the money goes, and what the profit margins are. What is clear is that these weddings are not occurring organically, as Mr. McGraw seemed to imply, simply because the Property is a great location for a wedding. Nor is TSP merely in the business of offering the residences on the Property for short-term vacation rentals. This is full-blown destination wedding operation, with multiple commercial suppliers and participants, to be sure, but one that is being managed and operated *as an integrated business*. In short, the Property is a de facto, if not de jure, *destination resort* as that term is used in the Code.

12. To explain, the Code establishes a destination resort district whose purpose "is to establish areas suitable for the development of planned tourist centers providing on-site residential, recreational, commercial and entertainment facilities of a magnitude sufficient to attract visitors and tourists for tenancies of three or more days." § 130-34. The current version of MCC section 101-1 (Apr. 13, 2016) uses, but does not include a definition of, the term "destination resort;" previous Code versions, however, defined the term as meaning "a planned development containing one or more hotels as a principal use with accessary uses that provide on-site recreational, commercial and entertainment opportunities of a magnitude sufficient to attract visitors and tourists for tenancies of three or more days." § 101-1 (2013). The only part of that definition which the County's direct evidence leaves open with respect to the Property—and, to be fair, the County was not *trying* to prove this point—is whether the residences are "hotels." A "hotel," for purposes of the Code, is "a building containing individual units for the purpose overnight lodging facilities for periods not exceeding 30 days to the general public for compensation with or without meals, and which has common facilities for reservations and cleaning services, combined utilities and on-site management and reception." § 101-1 (2016). While the undersigned probably could infer that the residences in question meet the definition of a "hotel," and hence that, in turn, the Property is a "destination resort" as that term is used in the Code, it is not necessary to do so. It is sufficient to find, rather, as stated somewhat differently above, that the Property is essentially indistinguishable from a destination resort, as a factual matter, even if the Property fails in some minor or technical respect(s) to meet the legal definition thereof.

13. The County charged TSP with four violations of the Code as follows: Count I - Development (i.e., vacation wedding use) inconsistent with the purposes stated for the SR district, in violation of section 130-94; Count II - Failure to obtain a vacation rental manager

license, in violation of section 134-1(j)(1); Count III - Engaging in vacation rentals without a special vacation rental permit, in violation of section 134-1(k)(2); and Count IV - Making a disturbing noise, in violation of section 17-130(b). At hearing, the County announced that TSP had obtained a vacation rental manager license and therefore was compliant with section 134-1(j)(1). Accordingly, Count II will be dismissed. The County also stated that TSP had applied for a special vacation rental permit, although the permit had not been issued as of the hearing.

14. The County argued at hearing that Count I presents the crucial issue in this case, because the other alleged violations are, in effect, subsumed by the broader question of whether the vacation wedding use of the Property is a nonresidential or commercial use that is not allowed in an SR district. The undersigned agrees with this. Therefore, Counts III and IV will be addressed first, and in somewhat less depth.

15. With respect to Count III, the undersigned is reluctant to find a violation because of the County's acceptance, in 2015, of TSP's claim of exemption under section 134-1(b)(1). The County might have good and sufficient grounds to terminate or revoke TSP's exemption, but due process requires that the County first put TSP on notice of such grounds, so that TSP can contest the termination (perhaps through the planning department). Accordingly, Count III will be dismissed without prejudice. If the County terminates TSP's exemption and TSP continues to engage in short-term rentals thereafter without a special permit, then the County may re-charge TSP with a violation of 134-1(k)(2). Obviously, if the special vacation rental permit that TSP has applied for is issued in the meantime, this particular issue will be moot.

16. As for the alleged violation of section 17-130 (Count IV), much time was spent at hearing attempting to establish an instance or instances of "disturbing noise" pursuant to section 17-130(a)(1), which provides that the "occurrence of any sound which through the exercise of reasonable care, the maker or operator should know is loud and raucous due to its volume, character, duration, time of occurrence, or the number of persons affected, regardless of its source or content," is unlawful, "if the complaining party suffers a disturbing noise within the boundaries of his or her property." See § 17-130(d). This is one of two methods the Code prescribes for establishing a disturbing noise violation.

17. The other method is set forth in section 17-130(a)(2), which states that the "occurrence of any sound that equals or exceeds a measured sound level of 75 dBA or 84 dBC for more than ten percent of any measurement period that shall not be less than ten minutes when

measured at or beyond any property boundary of the sound source" is a violation. To establish a disturbing noise using a sound level meter, the reading(s) must "be taken at a distance within 100 feet of the property line of the sound source." § 17-130(c). The County has used a sound level meter to measure the sound coming from the Property but has not been able to establish a violation via this method.

18. To be clear, the Code does not require the use of a sound level meter measurement to establish a violation. § 17-130(d). Here, a number of witnesses testified that noise associated with the parties held on the Property, from, e.g., music, voices, fireworks, etc., was frequently bothersome to them, and the undersigned found this testimony to be credible, as far as it went. Clearly, sound emanates from the Property during wedding events, which at least some neighboring residents consider, subjectively, to be disturbing.

19. The problem with this testimony is its inherent subjectivity. Although a handful of residents testified, the undersigned has no idea whether they reflect a statistically significant sample of all neighboring residents, many of whom might not be bothered at all by the noise coming from the Property. Similarly, it is difficult, if not impossible, to tell whether the residents who testified are overly sensitive to sounds that they would prefer not to hear. On cross-examination, some of these witnesses seemed to admit that they would rather not be exposed to any unwelcome sound, even sound that is not "loud and raucous." This is understandable, of course; many people, the undersigned presumes, want their residential neighborhoods to be peaceful and quiet. But the Code does not prohibit *all* noise.

20. Then there is the absence of objective evidence of excessive noise, i.e., sound level meter measurements. While such measurements are not required, two facts make the lack of objective measurements telling in this particular case. First, the occurrence of sound on the Property is routine, frequent, and predictable. This is not a situation where disturbing noise happens randomly to occur once in a while, making it impractical to sit around with a decibel meter for hours in hopes of getting a measurement. To the contrary, given the number of wedding events held on the Property, it would be possible to take many measurements, without having to guess when sound from a party might be heard. Second, measurements *have* been taken, and they have not crossed the line, even once, into violation levels. These facts suggest to the undersigned that the sound emanating from the Property is not loud and raucous.

21. Finally, TSP presented evidence of the steps it takes to keep noise levels from becoming disturbing, including the hiring of off-duty sheriff's deputies to monitor the festivities. While it is clear that some sound is coming from the Property, which bothers some neighboring residents, the evidence as a whole does not support a finding that TSP, as the operator, should know that such sound is loud and raucous.

22. Therefore, it is determined that TSP is not guilty of the disturbing noise violation charged in Count IV.

23. This brings us to Count I, which charges TSP with using the Property in a manner that is impermissible in an SR district. This charge, as stated, is the crux of the case. The analysis starts with the following statement of the purpose for establishing land use districts. Section 130-1 states:

> In order to ensure that all development is consistent with the objectives and policies of this Land Development Code, it is necessary and proper to establish a series of land use districts to ensure that each permitted use is consistent with the environmental sensitivity of natural resources, is served by adequate public facilities, and is compatible with surrounding land uses. Each district establishes use and bulk regulations that control the use of land within each district consistent with the Land Development Code. All development within each land use district shall be consistent with the purposes stated for that land use district in this chapter.

(Emphasis added.)

24. The term "development" means "the carrying out of any building activity, the making of any material change in the use or appearance of any structure on land or water, or the subdividing of land into two or more parcels," and includes a "change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land." MCC § 101-1.

25. Chapter 130 states the purposes of the SR district as follows: "The purpose of the SR district is to establish areas of low- to medium-density residential uses, characterized principally by single-family detached dwellings." MCC § 130-47 (emphasis added).

26. When sections 130-1 and 130-47 are read together, it becomes clear that all development within an SR district must be consistent with *residential uses*. This does not mean that nonresidential uses are necessarily forbidden, but it does mean that nonresidential uses, and

especially commercial uses, at a minimum raise questions of compatibility because they are, by definition, not residential uses and therefore are not necessarily consistent therewith.

27. Section 130-94 spells out the uses that are permitted as of right in the SR district, and those which may be permitted as conditional uses. There are a number of nonresidential uses that are permissible, e.g., parks, institutional uses, campgrounds and RV parks, and agricultural uses. None of these uses, however, is similar to the vacation wedding use at issue. The closest permissible use is vacation rental use, but, as discussed above, vacation wedding use is distinguishable in fact from vacation rental use in that the latter does not entail the use of property developed specifically to serve, and usually leased for the specific purpose of serving, as a location for wedding events hosting dozens of guests.

28. In contrast, hotels "of fewer than 12 rooms" are *not* permitted except to the limited extent that such nonconforming use might be grandfathered under conditions the Property clearly does not meet. See § 130-94(d)(3). Given that the Property is essentially a destination resort, the undersigned finds and concludes, without hesitation, that the vacation wedding use at issue is not consistent with residential uses and thus is not permitted in the SR district.

29. In this regard, the case of Bennett v. Walton Cnty., 174 So. 3d 386 (Fla. 1st DCA 2015), on which the County relies, is instructive. There, the property owners—after having been found guilty, several times, of violating the county's Land Development Code ("LDC") for putting their beachfront triplex and adjacent lot to vacation wedding use—sued the county on the grounds that its "ambiguous [prohibition against nonresidential uses] and arbitrary enforcement violated their substantive due process rights." Id. at 387. The LDC in question provided that "'[n]on-residential uses are not allowed'" on lots within the applicable district. Id. at 388.

30. As described by the court, the vacation wedding use of the subject property in Bennett is closely analogous to TSP's vacation wedding use of its Property:

> [T]his isn't a case about an occasional residential wedding event. Rather, the [owners, named the] Bennetts[,] regularly rent out their residential lot for weddings and other events *many times* each year—about 30 times in 2009, 20 times 2011 and 2012, and 13 times in 2010 (after the big oil spill in the Gulf of Mexico). What's more, record testimony from the Bennetts' neighbors indicates that events on the Lawn aren't simple hours-long events; they can extend for days beginning on a Thursday and running through the weekend with pre- and post-wedding receptions, dinners, parties, music, and with caterers, tents, chairs, [and portable potties] on

> their neighborhood lot. To deal with large numbers of attendees and neighbors, the Bennetts even hire an off-duty sheriff's deputy to remain on site for the events.

Id. at 389.

31. This case, unlike Bennett, does not involve a challenge to the constitutionality of any provision of the MCC; nor did Bennett, conversely, involve an appeal from a finding of code violation. These distinctions, however, do little to distinguish Bennett, because the owner's arguments there in support of the view that the LDC could not constitutionally be enforced to prohibit vacation wedding use are similar to those made by TSP to avoid a finding of violation. In both cases, the owners seek to benefit from the proposition, which no one disputes, that the hosting of a wedding in a single-family home is not, in and of itself, a commercial or "nonresidential" use of the property that would be incompatible with the purposes of a residential land use district. The court explained:

> [P]eople throw parties in their homes in residential neighborhoods all the time. And they often invite lots of people to attend. Folks get married in homes (or on the lawns of homes), hold big birthday celebrations, throw Fourth of July barbecues, Super Bowl and Kentucky Derby parties, host church and civic club-related gatherings, sponsor political receptions, and the like. Common experience doesn't dictate that these events are inherently "non-residential" at all, or that a prohibition on "non-residential uses" would work a complete ban on large house-party events.
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> The County admits that it doesn't enforce an outright prohibition on residential weddings and large parties. Nor does it argue that these are inherently "non-residential." . . . T[he owners'] position is that if weddings can be held in residential neighborhoods at all, then the[ir property] can be freely used to host their renters' weddings and events too. And they point out that Florida law prohibits discrimination against renters (versus homeowners) with respect to what uses they can make of rental property.

Id. at 388-89.

32. The court, however, was not persuaded, writing:

> [C]ommon understanding dictates that the frequency and intensity of activities on the Bennetts' property—regardless of whether the lot is being used by the homeowners themselves or their renters—bears heavily upon whether its usage is residential or non-residential. For instance, it's commonplace for homeowners to

> invite and serve dinner to guests. But serving dinner regularly to customers in the mode of a typical restaurant is not a residential use. Similarly, a family may post a "For Sale" sign in their minivan in the driveway, but offering lots of used cars for sale in a home's driveway is also likely to be considered a non-residential use. In both cases, the frequency and intensity of the activities is critical to distinguishing what is a residential from what is a non-residential use.
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> Likewise in this case, the Bennetts have essentially introduced a wedding venue business into their Residential Preservation Area neighborhood, attracting renters who might otherwise rent meeting halls, parks, churches, country clubs, or destination-wedding resort locales to stage their big events. The rate and scope of the Lawn's rental usage—up to 30 weddings per year on the Bennetts' lot—isn't typical residential usage as measured by common practice.
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> In responding to neighbors' complaints, the County's basic approach toward the Bennetts was that renting their residential lot for lots of weddings and events violated the LDC. And there's no question here that renters were holding lots of events on the [property], causing friction with neighbors. How many weddings the County might allow in a given year is an interesting question to be sure, but under these facts the County needn't have set a concrete limit in order to enforce its restriction. . . . The Bennetts' activity clearly offended the LDC's prohibition by renting their property for so many weddings and events each year.

Id. at 389-90. The court affirmed a summary judgment in the county's favor. Id. at 390.

33. TSP rents the Property for lots *and lots* of weddings—its renters hold as many as *four-and-a-half times* the number of wedding events per annum as had the Bennetts' renters. TSP's vacation wedding use thus clearly violates the MCC's requirement that "[a]ll development within each land use district shall be consistent with the purposes stated for the" district—here, residential uses.[2]

34. Invoking the doctrine of administrative finality, TSP argues that the County is precluded from enforcing the SR district restrictions against TSP because in May 2015, when the

[2] The LDC in Bennett prohibited nonresidential uses, while the MCC here requires that all uses be "consistent with" residential uses. Arguably, the code provision at issue in Bennett was more restrictive than the relevant MCC provisions, but even if so, the "looser" MCC provisions are not so lenient as to permit the introduction of, essentially, a destination resort into the SR district.

County deemed the North Parcel to be in compliance vis-à-vis the vacation rental charges, it was aware that wedding events were then being held at the site by transient renters. TSP was not actually charged with a chapter 130 violation at that time, but it argues, in effect, that it could have been, and thus that the County's compliance determination is a final determination that the vacation wedding use is lawful.

35. Administrative finality, a doctrine which is analogous to res judicata, holds that "orders of administrative agencies must eventually pass out of the agency's control and become final and no longer subject to change or modification." Austin Tupler Trucking v. Hawkins, 377 So. 2d 679, 681 (Fla. 1979); Delray Med. Ctr. v. Ag. for Health Care Admin., 5 So. 3d 26, 29 (Fla. 4th DCA 2009)("In the field of administrative law, the counterpart to res judicata is administrative finality."); see also Reedy Creek Utils. Co. v. Fla. Pub. Serv. Comm'n, 418 So. 2d 249, 254 (Fla. 1982)("An underlying purpose of the doctrine of [administrative] finality is to protect those who rely on a judgment or ruling."). It is well established, however, that "Florida courts do not apply the doctrine of administrative finality when there has been a significant change of circumstances or there is a demonstrated public interest." Delray Med. Ctr. v. Ag. for Health Care Admin., 5 So. 3d 26, 29 (Fla. 4th DCA 2009).

36. Even if the doctrine were implicated by the County's 2015 compliance determination, which is debatable, there clearly has been a significant change of circumstances. As of May 2015, TSP was on track to average around 50-60 wedding events per year at the North Parcel. Since that time, TSP has purchased and developed the South Parcel, made improvements to and further developed the North Parcel, and increased the number of weddings at the Property to nearly 140 per year. This substantial growth of the business has significantly changed the frequency and intensity of the use. Administrative finality is thus not a bar to this enforcement proceeding.

Upon consideration, it is ORDERED that:

TSP found to be in violation of the Monroe County Code as described in Count I of the Notices of Violation in these cases, and not in violation as charged in Counts III and IV. Count II is dismissed in each case.

Pursuant to section 162.07, Florida Statutes, costs in an amount to be determined at the conclusion of these cases are hereby levied for the administrative recovery of the costs of

investigating and prosecuting these matters. Costs will continue to accrue until compliance is achieved and the cases are closed.

Furthermore, TSP is ORDERED to correct the violation described in Count I of the Notices of Violation by *ceasing all vacation wedding use of the Property* on or before the Compliance Date of August 31, 2019. An unusually lengthy period of time is being granted to bring the Property fully into compliance so as to minimize the disruption and inconvenience to parties who have been planning their weddings far in advance, and who signed a rental agreement for the Property on or before the date of this Order.

TSP is ORDERED to *immediately* cease and desist any and all further booking of the Property for vacation wedding use. Within 3 days after the date of this Order, TSP shall provide the County with records showing all of the wedding events scheduled to be held at the Property, as of the date hereof.

The Property may be advertised and used as an ordinary vacation rental unit, for purposes consistent with typical residential usage as measured by common practice, but the use of the Property for a *wedding event* by any person who executed a rental agreement for the Property after the date of this Order will be deemed a flagrant violation, irreparable and irreversible in nature, subject to a one-time fine in the maximum amount of $15,000.00 for each such use.

In the event that TSP fails to cease all vacation wedding use of the Property on or before the foregoing Compliance Date, a daily fine in the amount of $500.00 will begin to accrue on the day after the Compliance Date, and continue to accrue until full compliance is achieved.

In the event of nonpayment of fines and/or costs imposed on TSP, a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

IT IS THE RESPONDENT'S RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE

COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 292-4495 FOR THE LOWER KEYS.

DONE AND ORDERED this 23rd day of October, 2018, at the Division of Administrative Hearings, Tallahassee, Florida.

John G. Van Laningham
Code Compliance Special Magistrate

APPEAL PROCEDURES

Respondents shall have 30 days from the date of the foregoing Order of the Special Magistrate to appeal said Order by filing a Notice of Appeal, signed by the Respondent(s). ANY AGGRIEVED PARTY, INCLUDING MONROE COUNTY, MAY HAVE APPELLATE RIGHTS WITH REGARD TO THIS ORDER PURSUANT TO SECTION 162.11, FLORIDA STATUTES. ANY SUCH APPEAL WILL BE LIMTITED TO APPELLATE REVIEW OF THE RECORD CREATED BEFORE THE SPECIAL MAGISTRATE. ANY APPEAL MUST BE FILED WITH CIRCUIT COURT WITHIN 30 DAYS OF THE EXECUTION OF THIS ORDER.

CERTIFICATE OF ORDER

I hereby certify that this is a true and correct copy of the above Order.

Nicole M. Petrick, Liaison

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of this Order has been furnished to Respondents via hand delivery / first class U.S. mail to Respondents address of record w/ the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative James Lupino, Esq. on this 23rd day of October, 2018.

Nicole Petrick

Nicole M. Petrick, Liaison