

March 22, 2019



CONTOR

Charles C. Kline

Direct Phone 305-358-3610 Direct Fax 305-720-2279 ckline@cozen.com

VIA E-MAIL

Honorable Raúl Valdés-Fauli, Mayor City of Coral Gables 405 Biltmore Way, 2<sup>nd</sup> Floor Coral Gables, FL 33134 rvaldes-fauli@coralgables.com

Re: Cocoplum Civic Association Appeal of

Settlement Agreement between the City of Coral Gables and Cocoplum Homeowners'

Association, Inc.

Dear Mayor Valdés-Fauli:

We ask that the City reconsider its approval of the encroachments (the "Encroachments") in the right-of-way in Cocoplum Section One ("Section One") that were requested by the homeowners association that acts for Cocoplum Section Two (the "Section Two HOA"). The City seems to be under the impression that the public right-of-way where the encroachments are to be located is property owned by the City. If that were the case, the March 12, 2019 Resolution allowing the Section Two HOA to make the encroachments would have had to have been approved by a vote of at least 4 of the 5 commissioners. See Coral Gables City Charter Section 81 which requires a 4/5<sup>th</sup> vote of the Commissioners to approve any private use of any City owned property. The March 12, 2019 Resolution approving the encroachments received only the affirmative vote of 3 commissioners, with the Mayor and Vice Mayor voting against the encroachments.

Furthermore, as will be demonstrated below, it does not appear that the City owns the property on which the encroachments are or will be located. The City Attorney has not identified any deed transferring title to any of the streets and right-of-ways in Section One to the City. Instead, the City relies on the right-of-way dedication contained in the plat of Section One. But the Florida Attorney General has repeatedly opined that the dedication of streets and right-of-ways in a Plat does not transfer title to the streets and parkways to a municipality. The dedication only creates an easement in favor of the public. The City has no title to the streets and parkways in Section One that it can convey, lease, or license to a homeowners association. Through its charter, the City has the same power Dade County has under Fla. Stat. Section 336.09 (2019) to vacate streets and other rights-of-way, if it is in the public interest to do so. But when a street or right-of-way is vacated, the property of the

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adjacent landowners is freed of the easement in favor of the public and each such property owner becomes the owner of the property to the center of the road free from the former public easement. These principles are clearly laid out in the Florida Attorney General's Opinion, AGO 78-118 (Sept. 27, 1978) (see Exhibit 1).

These principles explain why the City encroachment rules and application forms require and permit only the adjacent landowner to apply for an encroachment into the public right-of-way. Since the City does have the power to partially vacate a public right-of-way, the City can exercise that power and leave the adjacent property owner free to encroach over that portion of his own property previously covered by an easement in favor of the public for right-of-way purposes. These principles also explain the legal basis for the 1976 Signage Agreement (the "Signage Agreement") which allowed the two original "Cocoplum signs" at the entrance to Section One from the Cartagena Circle. (See Exhibit 2). At the time of that agreement, the developer of Section One, Crow, Pope and Carter, was the adjacent property owner at the circle. The City through its execution of the Signage Agreement allowed Crow, Pope and Carter to encroach on the public right-of-way in the vicinity of the Cartagena Circle. essentially vacating that portion of the public right-of-way. Once that encroachment was allowed, the developer's property in the area of the signs was freed of the easement in favor of the public and later when the developer sold those lots, the developer's title passed to the adjacent property owners. The City cannot reclaim the right-of-way. It can simply enforce the Signage Agreement which prohibits any signs other than the words "Cocoplum" on each of the walls and to enforce the obligation to maintain the signs. It is true that the City subsequently agreed that the Section Two HOA could maintain the signs but that agreement regarding the maintenance of the signs (the "Maintenance Agreement") was expressly made subject to the prior Signage Agreement which limited the signage on the walls to the words "Cocoplum."

By accepting the plat of Section One, the City assumed responsibility to maintain the dedicated streets, parkways and right-of-ways for the benefit of the public for the purposes designated in the Plat. The City may make those improvements necessary to facilitate the public use of the right-of-way such as signs identifying the name of streets, traffic signs and the like. But any private use of the right-of-way is inconsistent with and in derogation of the public easement. See AGO 78-118 (Sept. 27, 1978)

The signs proposed for the encroachments serve only the commercial interests of the Section Two HOA. The proposed signs, with Islands of Cocoplum and the crest, do not identify or provide directions to any community. Fla. Stat. Section 177.051 requires every subdivision to be legally known by the name on the Plats of that subdivision. The Plats of Section Two bear the name "Cocoplum Section Two." There is no mention of the name "Islands of Cocoplum" or the Associated crest anywhere in the Section Two Plats or the Section Two Covenants. Instead, the name "Islands of Cocoplum" and the associated crest or emblem are registered trade names and trademarks owned by the Section Two HOA, a private corporation and club. The applications for the trademark and the trade name indicates that the name and the crest are being used by the Section Two HOA in connection with "promoting the interests of homeowners and marketing the community to prospective new residents and property owners." (See Exhibit 3). The applications further recite the name and crest are being used in "advertisements and/or promotional material including, but not limited to,

flyers, brochures, <u>signs</u>, catalogs, [and] websites." Signs advertising the private Section Two HOA have no place on the public right-of-way, especially not in Section One.

In summary, if the City has title to Cocoplum Road, it could only allow a private use by a  $4/5^{th}$  vote. If it does not have title, it can only allow encroachment into the dedicated right-of-way by the adjacent property owner, and in no event can the City allow private use of a right-of-way dedicated to the public.

Regards,

COZEN O'GONNOR

By: Charles C. Kline

Enclosures

#### Advisory Legal Opinion - AGO 78-118

Print Version

Number: AGO 78-118 Date: September 27, 1978

Subject: Counties, roads and streets, dedication, vacation

COUNTIES--DEDICATION AND VACATION OF COUNTY ROADS AND STREETS

To: Robert Bruce Snow, Hernando County Attorney, Brooksville

Prepared by: Frank A. Vickory, Assistant Attorney General

#### QUESTION:

May a county legally divest itself of ownership and control of certain dedicated streets and roads in a subdivision, and transfer to a homeowners' association the right to exercise ownership and control of, and to maintain, the streets and roads?

#### SUMMARY:

A county is statutorily authorized in the sound discretion of the board of county commissioners to close and vacate dedicated roads and streets designated on a recorded subdivision plat. Such authority must be lawfully exercised in the interest of the general public welfare and may not invade or violate individual property rights. The county is not authorized, however, and cannot in any manner legally convey or transfer the ownership and control of the vacated roads or streets to a homeowners' association as such, but upon lawful vacation thereof the abutting fee owners hold the title in fee simple to the vacated roadways or streets to the center thereof unburdened and unencumbered by the public's prior easement to use such roadways or streets for travel. The county would not be liable to any abutting fee owners as a result of closing or vacating such roadways or streets unless an abutting owner is thereby deprived of and suffers a consequent loss of access to his property. An abutting fee owner would also have a private or implied easement and cause of action to enforce such easement for access or egress or travel as against the homeowners' association or other abutting owners seeking to obstruct such access and use of and travel upon the vacated, now private, roads and streets.

According to your letter, several miles of platted roads or streets in a



large subdivision in Hernando County were dedicated to the public and accepted by the county through its approval for recording of the subdivision plat and its acceptance of the dedication of the streets and roads contained thereon. A property owners' association representing the majority, though not all, of the residents and property owners of the subdivision has requested the county to relinquish its control, ownership, and maintenance of the dedicated streets and roads and turn over this control, ownership, and maintenance to the association in order that it might not only maintain such streets and roads but also restrict access to and within the subdivision to its residents and property owners. As attorney for the county, you ask whether the board of county commissioners may legally transfer its ownership and control of the streets and roads to the association and, if it does so, whether it will be subject to any liability as a consequence of its actions.

Initially, it is necessary to consider the elements and effect of a dedication. A dedication is simply the donating or appropriating of one's own land for use by the public. That is, the owner of the dedicated property is precluded from using it in any way inconsistent with the public's use thereof. There are two essential requisites to a finding of a dedication of property to the public. There must first be a clearly manifested intent by the owner of property to dedicate it to public use. Second, the public, through its authorized agents or officials, must clearly manifest its intent to accept the dedication. City of Miami v. Florida East Coast Railway Co., 84 So. 726 (Fla. 1920); Roe v. Kendrick, 200 So. 394 (Fla. 1941). An offer of dedication to the public an be accomplished by making and recording a plat and selling lots with reference thereto, the method apparently employed in the instant situation. See, e.g., Florida East Coast Railway Co. v. Worley, 38 So. 618 (Fla. 1905); Miami Beach v. Undercliff Realty and Investment Co., 21 So.2d 783 (Fla. 1945); and see s. 177.081, F. S. It appears from your letter that the dedication of roads and streets in the subdivision in question was properly accepted by the appropriate county officials and I, therefore, assume that a proper dedication has taken place.

The effect of a dedication does not operate as a grant of the dedicated property but rather by way of an estoppel in pais. That is, the legal title to the property remains in the grantor (or his vendees) while the public takes the beneficial use of the property. Effectively, then, the fee remains in the grantor (or his grantees) while the public acquires only a right of easement in trust, so long as the dedicated land is used for the intended purpose of the dedication. The grantor (or grantees-abutting lot owners) is precluded from using the property in any way inconsistent with the public use. Burkhart v. City of Fort Lauderdale, 156 So.2d 752 (2 D.C.A. Fla., 1963), decision quashed 168 So.2d 65 (Fla. 1964); Florida State Turnpike Authority v. Anhoco Corporation, 107 So.2d 51 (3 D.C.A. Fla., 1959); Robbins v. White, 42 So. 841 (Fla. 1907). Absent a contrary showing, not made evident here, the legal title of the grantor-subdivider in properly dedicated property passes to the grantees of lots sold in reference to a plat, which lots abut the dedicated streets. Their title extends to the center of the streets subject to the public easement. Walker v. Pollack, 74 So.2d 886 (Fla. 1954); Smith v.

Horn, 70 So. 435 (Fla. 1915); New Fort Pierce Hotel Co. v. Phoenix Tax Title Corp., 171 So. 525 (Fla. 1936); United States v. 16.33 Acres of Land in County of Dade, 342 So.2d 476, 480 (Fla. 1977); cf., Emerald Equities v. Hutton, 357 So.2d 1071 (2 D.C.A. Fla., 1978), wherein the court held that, when a single owner conveys to the county the title to or an easement in a roadway which is later abandoned by the county, that owner or his successors takes back or retains title to all the abandoned property unless the owner is a subdivider who has later conveyed lots (and his interest in the abutting road) which abut the dedicated roadway to separate owners without specifically reserving any reversionary interest in the roadway. In such a case, the general rule prevails that the abutting owners on each side of the abandoned or vacated road become the fee owners out to the center line. See also ss. 177.085(2) and 336.12, F. S. These purchasers acquire their title, however, subject to the easement of the public in the dedicated property. Smith, supra; New Ft. Pierce Hotel Co., supra; Gainesville v. Thomas, 54 So. 780 (Fla. 1911).

Your inquiry does not state that the dedicator or subdivider reserved any reversionary interest or rights in the streets and roads in the plat in question. I assume, therefore, for the purposes of this opinion, that no such rights exist in or under the plat. However, if such plat was made and recorded in the public records before July 1, 1972, and if no action has since been brought to establish or enforce any such reversionary rights, they are now barred and unenforceable by operation of s. 177.085(2), F. S. See also 16.33 Acres of Land in County of Dade, supra, and Emerald Equities, supra.

It seems evident that the governing body of Hernando County does not "own" the streets and roads in the subject subdivision which were dedicated for public use. The public has an easement to use the streets and roads, but there is no legal title to the property vested in the county which it can convey or transfer to the homeowners' association. Nevertheless, counties in Florida have the statutory authority to close and vacate any county streets, roads, alleyways, or other places used for travel. Section 336.09(1), F. S., provides:

- "(1) The commissioners, with respect to property under their control may in their own discretion, and of their own motion, or upon the request of any agency of the state, or of the federal government, or upon petition of any person or persons, are hereby authorized and empowered to:
- (a) Vacate, abandon, discontinue and close any existing public or private street, alleyway, road, highway, or other place used for travel, or any portion thereof, other than a state or federal highway, and to renounce and disclaim any right of the county and the public in and to any land in connection therewith;
- (b) Renounce and disclaim any right of the county and the public in and to any land, or interest therein, acquired by purchase, gift, devise, dedication or prescription for street, alleyway, road or highway purposes, other than lands acquired for state and federal highway; and

(c) Renounce and disclaim any right of the county and the public in and to land, other than land constituting, or acquired for, a state or federal highway, delineated on any recorded map or plat as a street, alleyway, road or highway." (Emphasis supplied.)

Upon termination of the easement acquired by the public in the dedicated property, s. 336.12, F. S., provides that the title of the fee owners in the property shall be freed and released therefrom.

"The act of any commissioners in closing or abandoning any such road, or in renouncing or disclaiming any rights in any land delineated on any recorded map as a road, shall abrogate the easement theretofore owned, held, claimed or used by or an behalf of the public and the title of fee owners shall be freed and released therefrom . . . . " (Emphasis supplied.)

Hence, upon the lawful, statutorily prescribed vacation of the public's easement, the title to the fee of the dedicator or of his successors, or of the abutting lot owners, is freed of and released from the easement; therefore, those property owners who own land abutting the street or road would, upon surrender, have unencumbered fee title to the center of the right-of-way. Cf., Emerald Equities, Inc., supra.

Applying the foregoing principles and statutes to the instant case, I conclude that the board of county commissioners has statutory authority to close and vacate the dedicated and platted roads and streets in question in accordance with the statutes, but may not by conveyance by deed or any other instrument of conveyance transfer the ownership and control thereof to the association. The title in fee simple to the vacated road beds or rights-of-way to the center thereof would remain, unburdened or unencumbered, in the abutting fee owners who presumably could, if they so chose, convey or transfer a portion of their property to the homeowners' association (assuming it is so organized and legally capacitated to hold the legal title thereto) for roadway purposes and control and maintenance thereof. As a caveat, it should be noted that if the general public is using the roads and streets in question (including public service vehicles such as garbage trucks, police, fire, or emergency vehicles), then the county should not close or vacate the roads or streets in question if such vacation would be injurious to the public welfare or violate individual property rights. It has been noted: ". . . [T]he power to vacate streets cannot be exercised in an arbitrary manner, without regard to the interest and convenience of the public or individual rights." McQuillin Municipal Corporations s. 30.186a. Hence, absent a determination by the county commission that the general public welfare would benefit from vacation, it should not be accomplished, and in any event, the roads or streets can be vacated only in accordance with the statute as discussed above and title thereto cannot be legally conveyed or transferred to the homeowners' association.

You also ask whether the action of the county in closing and vacating the roads and streets in the subdivision would subject it to liability in inverse condemnation based upon a loss of access to the abutting lot owners. As a practical matter, the facts delineated in your inquiry suggest that the homeowners' association does not propose to restrict the access of any of the resident or nonresident abutting fee owners to any of the platted streets or roads or any property within the subdivision. Therefore, no cause of action in inverse condemnation could arise in such factual situation. However, a right of access to one's own property is a property right. Hence, an abutting fee owner may be entitled to compensation from a public body when it closes or vacates a public street for the consequent loss of such access on the theory that a property right has been taken without compensation. See, e.g., Pinellas County v. Austin, 323 So.2d 6 (2 D.C.A. Fla., 1975).

An abutting owner, it should also be noted, would, upon vacation of the property, have a cause of action to enforce his right of access or private easement for roadway purposes as against the homeowners' association or other abutting owners who may obstruct access or travel upon any of the vacated roads. Such private (implied) easement would arise by virtue of conveyances and sales made with reference to the recorded plat which creates a private right to have the space marked on the plat as streets and roads remain open for ingress and egress and the uses indicated by the designation. As stated by the Florida Supreme Court in City of Miami v. Florida East Coast Ry. Co., 84 So.2d 726, 729 (Fla. 1920):

"The platting of land and the sale of lots pursuant thereto creates as between the grantor and the purchaser of the lots a private right to have the space marked upon the plat as streets, alleys, parks, etc., remain open for ingress and egress and the uses indicated by the designation." (Emphasis supplied.)

See also McCorquodale v. Keyton, 63 So.2d 906 (Fla. 1956); Burnham v. Davis Islands, Inc., 87 So.2d 97 (Fla. 1956); Reiger v. Anchor Post Products, Inc., 210 So.2d 283 (3 D.C.A. Fla., 1968), holding that the rights of abutting or adjacent purchasers depend upon principles of law applicable to private property rather than public dedication since these rights depend upon a "private easement implied from sale with reference to a plat showing streets [etc.]" rather than upon any dedication to the public generally. 87 So.2d at 100. And see, Monell v. Golfview Road Association, 359 So.2d 2 (4 D.C.A. Fla., 1978), wherein the court held that the rights of common owners of an easement on and for the purposes of a private road are limited to the purpose for which the easement was established and may not be exercised in derogation of the rights of other common owners. Hence, the court granted an injunction requiring a homeowners' association to remove speedbumps it had placed on the roadway which substantially invaded and violated the right of a particular homeowner to use his easement on the private road to get to his house and property. Cf., Emerald Equities, Inc., supra; 16.33 Acres of Land, supra; and AGO's 078-88 and 078-63.

Florida Toll Free Numbers:

- Fraud Hotline 1-866-966-7226
- Lemon Law 1-800-321-5366

## 76R234530 # 9479 # 762

AMENDED AGREEMENT CITY OF CORAL GABLES CROW, POPE & CARTER CORPORATION GUARD HOUSE AND ENTRANCE WALLS

THE AGREEMENT is made and entered into this / day of day of light of the light of the light of light o

The DEVELOPERS are the owners of a tract of land, known as the "Cocoplum Tract", located within the City of Coral Gables and consisting of approximately four hundred eighty (480) acres, which is in the process of being developed as a residential community. There is a public roadway entering said tract and extending from Old Cutler Road which is owned by the CITY, and the DEVELOPERS desire to erect on said city-owned property at the entrance to the said tract, an information booth in the street right-of-way, and also a wall at each side of the entranceway, also located in the street right-of-way.

#### WITNESSETH: IT IS AGREED BY THE DEVELOPERS THAT:

- 1. The information booth and entrance walls shall be as shown on the attached sketch marked Exhibit "A", which is made a part hereof; the formal plans shall be submitted for approval to the CITY Architectural Board and all departments where approval is required and in all respects as to zoning and ultimately by the City Commission.
- 2. The DEVELOPER shall post no signs at the entrance walls and/or at the information booth, with the following exceptions: One (1) sign to be entitled, "Cocoplum Information", shall be located at the information booth; One (1) sign shall be located at a space to be designated by the City; and Two (2) signs with ten inch (10") lettering shall be located, one each, on each entrance wall, as shown on the attached sketch marked Exhibit "B", which is made a part hereof. FURTHER, it being clearly understood by the DEVELOPERS that there will be no Stop Sign and the DEVELOPERS shall not cause traffic to be stopped at the information booth.
- 3. The improved property will remain in the ownership of the CITY and the information booth and entrance walls may be operated and utilized by the DEVELOPERS for a period of five (5) years from the date of their erection.
- 4. After the termination of the five (5) year agreement provided for in paragraph 3 above, the DEVELOPERS may, with the consent of the CITY, permit the information both and entrance walls to be operated and utilized by an association of home owners in the development in such manner as will be satisfactory to the CITY.
- 5. Should the DEVELOPERS not erect the information booth and/ or entrance walls within six (6) months from the date of this agreement, this agreement shall become null and void.
- 6. Should the DEVELOPERS in any manner violate the terms of this agreement, the agreement shall be terminated by the CITY giving thirty (30) days notice to the DEVELOPERS of such violations.

PREPARED BY: CHARLES H. SPOONER, CITY ATTORNEY City Hall, 405 Biltmore Way, Coral Gables, Florida 3318

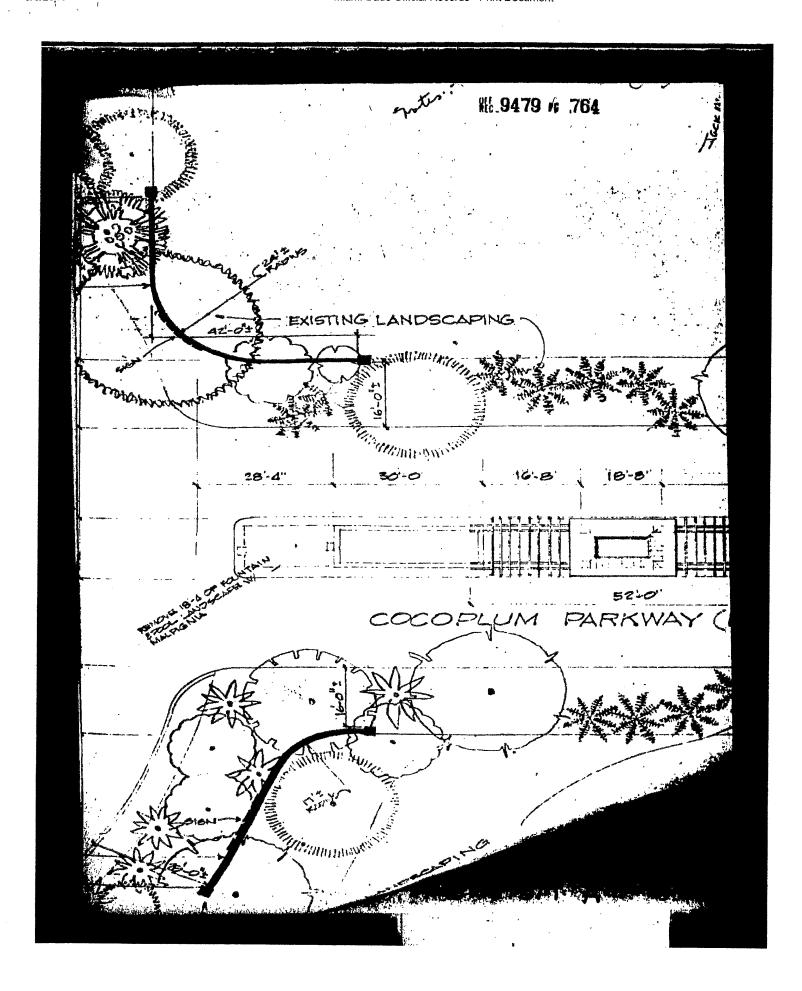
EXHIBIT

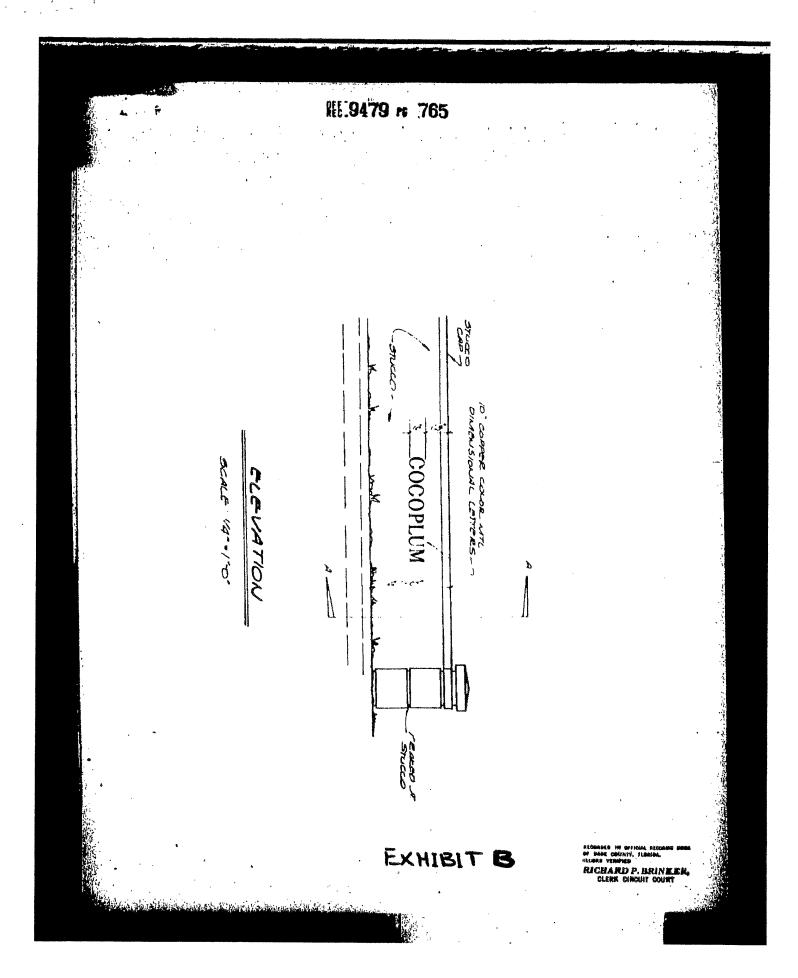
#### # 9479 rc 763

Amended Agreement - Page Two

7. The DEVELOPERS will provide insurance for public liability in the limits of Three Hundred Thousand Dollars (\$300,000) each person and Three Hundred Thousand Dollars (\$800,000) each occurrence for bodily injury liability and limits of Fifty Thousand Dollars (\$50,000) each occurrence on property damage liability, or Three Hundred Thousand Dollars (\$300,000) single limit coverage; the DEVELOPERS shall further save harmless the CITY from any liability arising out of the usage or operation of such information booth and entrance walls.

bility arising out of the usage or operation of such information booth and entrance 8. The DEVELOPERS shall maintain the information booth and entrance walls in such manner as is satisfactory to the CITY and shall reimburse the CITY for any costs that the CITY may incur in connection with the maintenance of such premises whereupon the information booth and entrance walls are located, and the surrounding premises. IN WITNESS WHEREOF, the respective parties have caused this agreement to be duly executed as of the day and year first above written. (Authority of Resolution No. 21368, passed and adopted by the City CHT OF CORAL GABLES Committe Ton, on September 28, 1976.) Martin Gainer, City Manager CROW, POPE & CARTER CORPORATION President Acknowledgment for City of Coral Gables: STATE OF FLORIDA ) COUNTY OF DADE THEREBY CERTIFY that on this 19-th day of Cota 1976, before me personally appeared, J. MARTIN CAINER and LORETTA V. SHEEHY, City Manager and City Clerk, respectively, of the CITY OF CORAL GABLES, who did acknowledge to and before me, each for himself and herself that they executed the above and foregoing instrument for the uses and purposes therein expressed, with descentability in that behalf from the City Commission of the City of Coral Gables 1970 that behalf from the City Commission of the City of Coral Gables. WITNESS my signature and official seal the day and year, My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES OCT. 18, 1978 SONDED THRU GENERAL INSURANCE UNDERWRITERS. STATE OF FLORIDA ) Acknowledgment for Crow, Pop COUNTY OF DADE I HEREBY CERTIFY that on this day, the // \_day of\_ before me personally appeared June D. Connichact and The Mail 41) Que.
President and Secretary, respectively, of CROW, POPE & CARTER CORPORATION who did acknowledge to and before me, each for himself and herself, that the above and foregoing instrument for the uses and purposes therein exp WITNESS my signature and official seal the day and year la My commission expires: Notary Public. State of Florida, At Large My Commission Expires May 28, 1977 Notary Public State of Florida APPROVED AS TO FORM: Charles H. Spoon 9-27-76 vip City Attorney





#### 2018 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT

**DOCUMENT# 752940** 

Entity Name: COCOPLUM HOMEOWNERS ASSOCIATION, INC.

**Current Principal Place of Business:** 

155 ISLA DORA BLVD CORAL GABLES, FL 33143

**Current Mailing Address:** 

155 ISLA DORA BLVD CORAL GABLES, FL 33143

FEI Number: 59-2025096

Certificate of Status Desired: No

FILED Mar 01, 2018

**Secretary of State** 

CC5874356879

Name and Address of Current Registered Agent:

SKRLD,INC 201 ALHAMBRA CIRCLE SUITE 1102 MIAMI, FL 33134 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail:

Title

SECRETARY

Name

BERMONT, RICHARD

Address

\_...

155 ISLA DORADA

City-State-Zip:

CORAL GABLES FL 33143

Title

VΡ

Name

JIMENEZ, JOAN

Address

155 ISLA DORA BLVD

City-State-Zip:

CORAL GABLES FL 33143

Title

DIRECTOR

Name

MESA, MIKE

Address

155 ISLA DORA BLVD

City-State-Zip:

CORAL GABLES FL 33143

Title

DIRECTOR

Name

CANCIO, JOSE

Address

155 ISLA DORA BLVD

City-State-Zip:

CORAL GABLES FL 33143

Name Address

Title

155 ISLA DORA BLVD

TAYLOR, JEFF

DIRECTOR

City-State-Zip:

MIAMI FL 33143

Title

PRESIDENT
MARTINEZ, MATT

Name

155 ISLA DORA BLVD

Address

City-State-Zip:

CORAL GABLES FL 33143

Title

TREASURER

Name

PIEDRA, ALFREDO

Address

155 ISLA DORA BLVD

City-State-Zip:

CORAL GABLES FL 33143

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

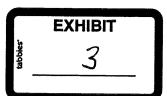
SIGNATURE: MATT MARTINEZ

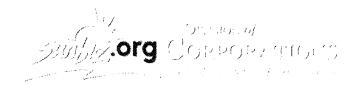
**PRESIDENT** 

03/01/2018

Electronic Signature of Signing Officer/Director Detail

Date





Department of State / Division of Corporations / Search Records / Detail By Document Number /

#### **Detail by Entity Name**

Trademark

ISLANDS OF COCOPLUM

#### **Filing Information**

**Document Number** 

T18000000254

**Date Filed** 

03/09/2018

**Expiration Date** 

03/09/2023

First Used in Florida

03/25/2016

First Used Anywhere

03/25/2016

Status

**ACTIVE** 

#### Mark Used In Connection With

HOMEOWNER ASSOCIATES SERVICES, PROMOTING THE INTERESTS OF HOMEOWNERS AND MARKETING COMMUNITY TO PROSPECTIVE NEW RESIDENTS AND PROPERTY OWNERS

#### **Owners**

#### Name & Address

COCOPLUM HOMEOWNERS ASSOCIATION, INC. 155 ISLA DORA BLVD. CORAL GABLES, FL 33143

#### Type/Class

#### **Cross Reference**

#### No Cross Reference

#### **Document Images**

03/09/2018 -- Trademark

View image in PDF format

# 118000000255

(Re	questor's Name)	
(Add	dress)	
(Add	dress)	
(Cit	y/State/Zip/Phone	· e #)
PICK-UP	☐ WAIT	MAIL
(Bu	siness Entity Nar	ne)
(Do	cument Number)	
Certified Copies	_ Certificates	s of Status
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Office Use Only



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118-254

03/09/18--01019--003 \*\*87.50



N. CAUSSEAUX MAR 12 2018

#### **COVER LETTER**

	Registration Section Division of Corporations
SUBJEC	T: ISLANDS OF COCOPLUM
	(Mark to be registered)
The enclo	sed Trademark/Service Mark Application, specimens and fee(s) are submitted for filing.
Please re	urn all correspondence concerning this matter to the following:
Olive	er A. Ruiz, Esq.
	(Name of Person)
Mall	oy & Malloy, P.L.
	(Firm/Company)

2800 S.W. 3rd Avenue

(Address)

Miami, Florida 33129

(City/State and Zip Code)

For further information concerning this matter, please call:

Oliver A. Ruiz

<sub>at</sub> 305

858-8000

(Name of Person)

(Area Code & Daytime Telephone Number)

MAILING ADDRESS:

Registration Section Division of Corporations P.O. Box 6327 Tallahassee, FL 32314 STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

(NOTE: The information contained in this cover letter will be included in the permanent record and will be available to the general public.)

## APPLICATION FOR THE REGISTRATION OF A TRADEMARK OR SERVICE MARK PURSUANT TO CHAPTER 495, FLORIDA STATUTES

Division of Corporations Post Office Box 6327 Tallahassee, FL 32314 TO:

#### PARTI

1. OWNER/APPLICANT: Enter the name and address of the individual or the business entity to be listed as the owner of and/or Service Mark on the records of the Florida Department of State.	the Trac	jemark
(a) Owner's/Applicant's name: Cocoplum Homeowners Association, Inc.		أتد
(b) Owner's/Applicant's business address: 155 Isla Dora Blvd.	SIG.	N.S.
Coral Gables, Florida 33143		11.07
City/State/Zip	<del>-5-</del>	
If different, Owner's/Applicant's mailing address:	ف	
City/State/Zip	2	ئر ور ر حقیق سمت
	رب	ا مين مورد
(c) Owner's/Applicant's telephone number: ()	رب <u>ج</u> ــــــــــــــــــــــــــــــــــــ	
Check the appropriate box to indicate the Owner/Applicant is a(n):	-	. 2
☐ Individual ☐ Corporation ☐ Ioint Venture ☐ Limited Liability Company		
General Partnership Limited Partnership	orp.	
If the Owner/Applicant is a business entity, the business entity must have an active filing or registration on file with the Floric of State. If the Owner/Applicant is <u>not</u> an individual, enter the business entity's Florida registration/document number in #country under the laws of which the business entity is currently formed, organized or incorporated under in #2, and the employer identification number (EIN) in #3.	la Depa 1. the s ntity's	riment tate or federal
(1) Florida registration/document number: 752940 /		
(2) Domicile State or Country: Florida		
(3) Federal Employer Identification Number: 59-2025096		
1. (a) SERVICE MARK: If the owner/applicant is using the name, logo, design and/or slogan being registered in connection service, the mark is a service mark. If the mark is a service mark, the applicant/owner must list the specific service(s) the used in connection with. For example: furniture moving services, diaper services, house painting services, wholesale and tractor equipment, etc. If the owner/applicant is using the mark to identify services available in the market place, enter the specific rendered here:	with a thorn is retail serific ser	type of being ales of vice(s)
(Note: List only those services currently being rendered by the owner/applicant. Do not include future services.)		
Homeowner association services, namely, promoting the interests of home	eowr	iers
and marketing the community to prospective new residents and property owners	Ma Ma Ma Ma Ma Ma Ma Ma Ma Ma Ma Ma Ma M	ne pr <sup>18</sup> libro samprimandoni pr

2. (b) TRADEMARK: If the owner/applicant is using the name, logo, design and/or slogan being registered in connection with an actual product manufactured by the owner/applicant or on the owner/applicant's behalf, the mark is a trademark. If the mark is a trademark, the applicant/owner must list the specific product(s) the name, logo, design and/or slogan is being used to identify. For example: ladies available in the market place, enter the specific product(s) the name, logo, design and/or slogan to identify goods available in the market place, enter the specific product(s) the name, logo, design and/or slogan is being used to identify:
(Note: List only those product(s) currently available. Do not include future products.)
2. (c) HOW IS THE NAME, LOGO, DESIGN AND/OR SLOGAN CURRENTLY USED:
SERVICE MARKS: If the name, logo, design and/or slogan are/is being used in connection with a type of service, you must specify the form(s)/mean(s) of advertisement the applicant/owner is using to advertise the services to the general public. For example: newspaper advertisements, business cards, brochures, flyers, pamphlets, menus, etc. If the mark is being used in connection with a type of service, state how the name, logo, design and/or slogan are/is being used in adventising here:
Advertisements and/or promotional materials including but not limited to, flyers, brochures, signs, catalogs, website.
TRADEMARKS: If the name, logo, design and/or slogan are/is being used to identify a product manufactured by or fore the applicant/owner, you must specify how the mark is applied or affixed to the actual product or its packaging. For example: a tag, label, imprinted or engraved on the actual product, etc. If the mark is being used in connection with a specific product, state how the name, logo, design and/or slogan is applied or affixed to the actual product(s) or the packaging:
?
. (d) FEE(S) AND CLASS(ES): There are a total of 45 classes or categories in which all products or services must be categorized. The et to register a mark is \$87.50 per class. Make check payable to Florida Department of State.
ist the class(es) which apply to the product(s) and/or service(s) listed in 2(a) and/or 2(b) above:
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#### PART IT

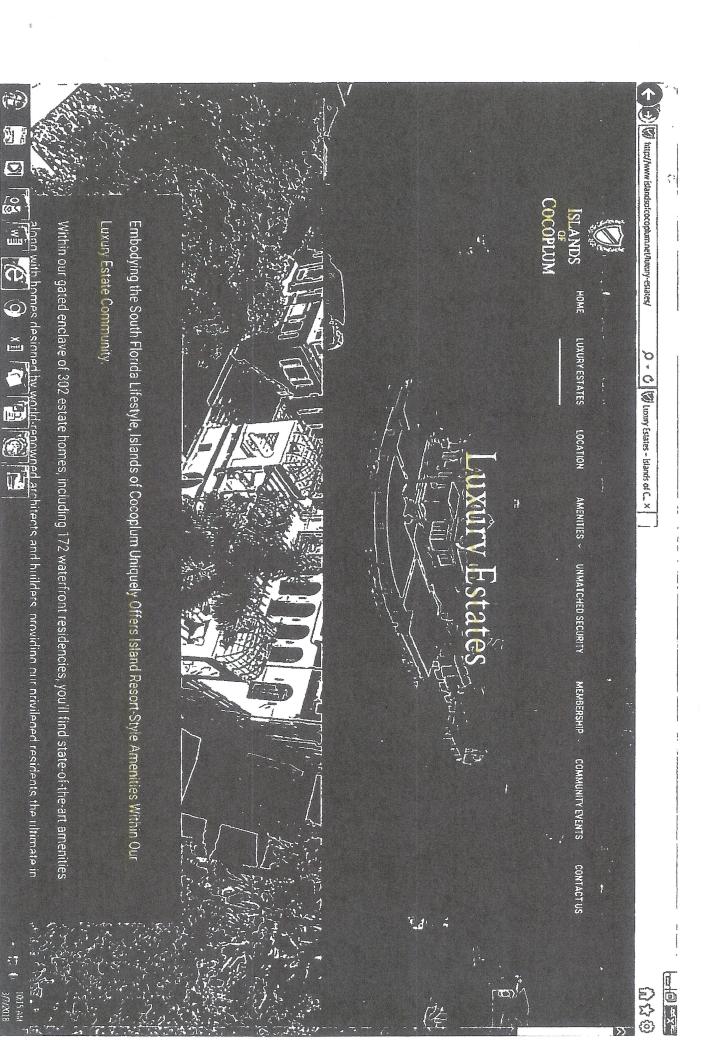
1. You must state the date the name, logo, design and/or slogan was first used in the state of Florida, and, if it was used in another state or

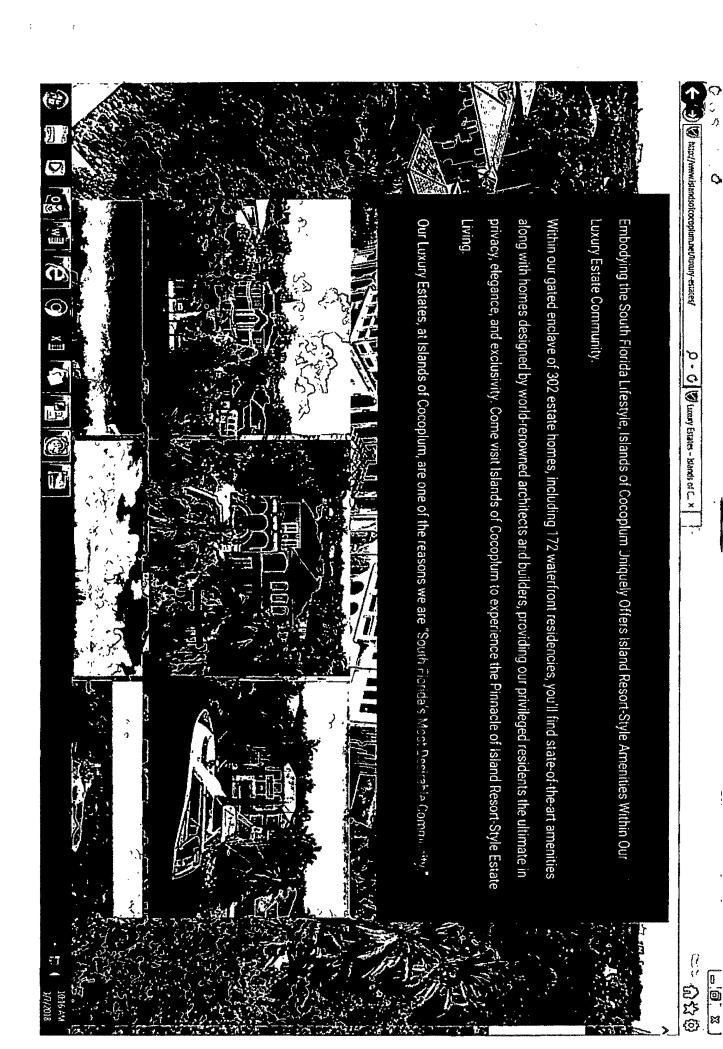
country, the date you first used the name, logo, design and/or slogan in the other state or country. Enter the month, day, and year the name, logo, design and/or slogan was first used by the applicant/owner, the predecessor, or a related company in Florida. If the name, logo, design and/or slogan has been used in another state or country, then you must also enter the month, day, and year the name, logo, design and/or slogan was/were used in another state or country, when applicable.
Note: The Florida Statutes require a mark to be in use prior to registration.
(a) Date first used in other state or country, if applicable:
(b) Date first used in Florida: 3-25-2016
PART III
ENTER NAME, LOGO, DESIGN AND/OR SLOGAN BEING REGISTERED:
1. Enter the name, a brief description of the logo or design, and/or the slogan you are registering. The description of the logo and/or design must be 25 words or less. List the exact name, slogan, and/or description of the logo/design here: (NOTE: The name, logo, design and/or slogan listed in this section must match the exact name, logo, design and/or slogan listed on your specimens or examples.)
ISLANDS OF COCOPLUM
Provide the English translation of any and all terms listed #1 above, when applicable:
2. DISCLAIMER STATEMENT (if applicable): Your mark may include a word or design that is commonly used by others. Commonly used terms or designs must be disclaimed. When you disclaim a specific term or design, you are acknowledging this term is commonly used by others and that you do not claim the exclusive right to use the disclaimed term or design. All geographical terms and representations of cities, states or countries must be disclaimed (i.e., Miami, Orlando, Florida, the design of the state of Florida, the design of the United States of America, etc.). Corporate suffixes and terms readily associated with the specific product(s) and/or(s) service being provided must also be disclaimed.
Enter all terms listed in #1 above which require a disclaimer in the space provided below:
NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE THE TERM(S)"
"APART FROM THE MARK AS SHOWN,

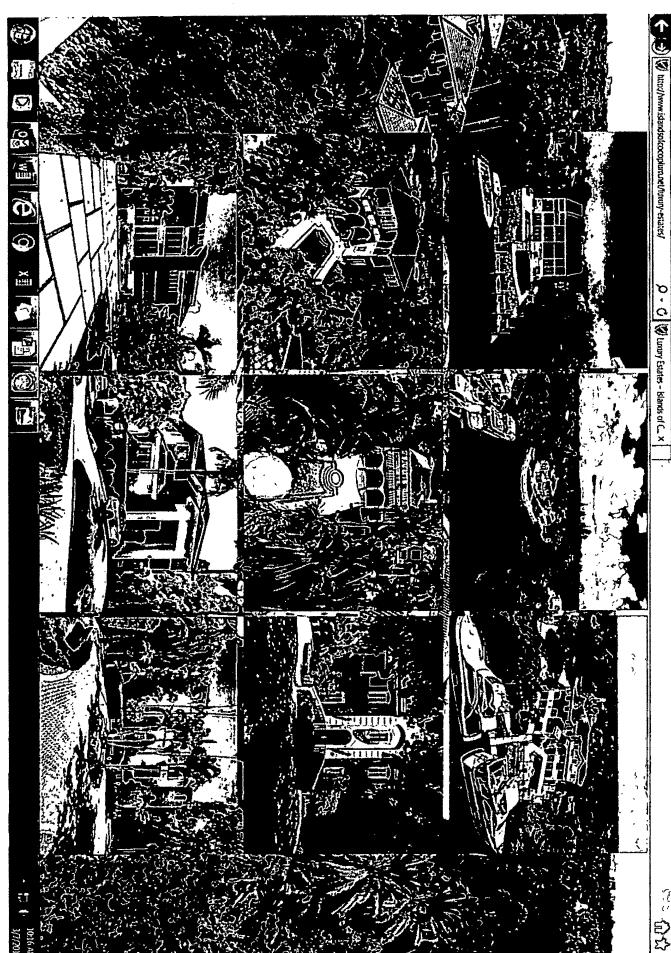
3. ATTACH OR INCLUDE THREE SPECIMENS OR EXAMPLES OF THE TRADEMARK OR SERVICE MARK BEING REGISTERED

Chapter 495, F.S., requires you to submit three specimens (samples or examples) of the mark in use. You must submit three specimens FOR EACH CLASS listed in Part I #2(d). The name, logo, design and/or slogan on the specimens must be identical to the name, logo, design and/or slogan being registered. You may provide three identical specimens or three different specimens. For each service mark class (classes 35-45), you may provide three newspaper advertisements, business cards, brochures, flyers, or any combination thereof. For each trademark class (classes 1-34), you may provide three tags, labels, boxes, etc. or any combination thereof. Photographs of bulky specimens are acceptable if the mark being registered and the good(s) or product(s) are clearly legible.

SIGNATURE OF APPLICANT/OWNER AND	NOTARIZATION:	
I, MATTHE MARTINE herein, or that I am authorized to sign on behalf except a related company has registered this mar thereof or in such near resemblance as to be like cause mistake or to deceive. I make this affidan read the application and know the contents thereof	ly, when applied to the goods or services o it and verification on my/the applicant's b	f such other person to cause confusion, to behalf. I further acknowledge that I have
Cocoplur	n Homeowners Association, Inc	<u>.                                    </u>
STATE OF Florida	Typed or printed name of applicant  Applicant's Aignature (List name and title)	<del></del>
COUNTY OF Minni DODE	4	
Sworn to and subscribed before me on this		Matthew MATINE Z (Name of Individual Signing)
who is personally known to me under who	ose identity I proved on the basis of	<u> </u>
(Seal)	Lak	Notary Public Signature
(==,	LARIC	Notary's Printed Name
· 24	My Commission Expires:	10 -d-202
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	Page 4 of 4	WIND TARE TO
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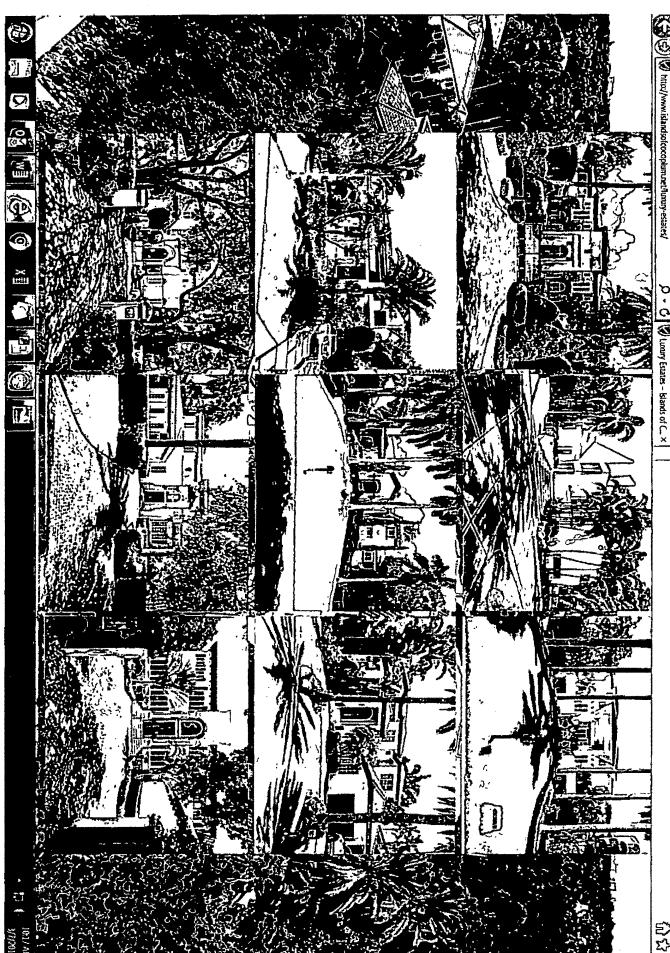




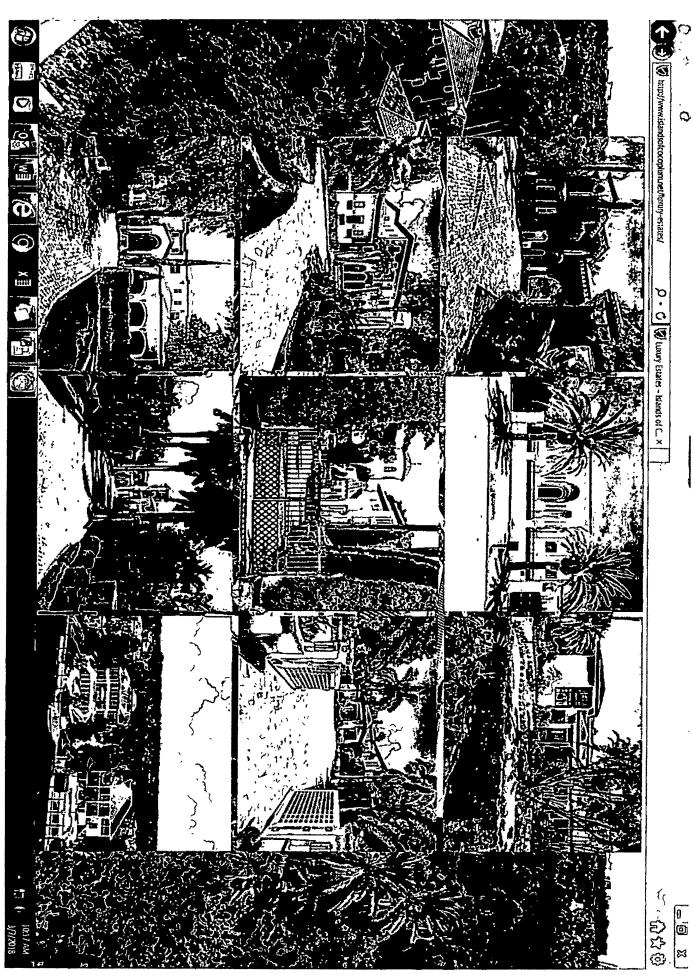


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ISLANDS of

Front Security Gate: 305 284 8881 - 24 Hours

155 Isla Dorada Boulevard, Coral Gables, FL 33143

305.667.7386 office@cocoplumhoa.com

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#### **Detail by Entity Name**

#### Trademark

ISLANDS OF COCOPLUM & DESIGN OF A SHIELD WITH OLIVE LEAVES TO THE LEFT AND RIGHT SIDES OF THE SHIELD AND THE WORDS "ISLANDS OF COCOPLUM"

#### Filing Information

**Document Number** 

T18000000253

**Date Filed** 

03/09/2018

**Expiration Date** 

03/09/2023

First Used in Florida

09/30/2017

First Used Anywhere

09/30/2017

**Status** 

**ACTIVE** 

#### Mark Used In Connection With

HOMEOWNER ASSOCIATION SERVICES, PROMOTING THE INTERESTS OF HOMEOWNERS & MARKETING THE COMMUNITY TO PROSPECTIVE NEW RESIDENTS & PROPERTY OWNERS

#### **Owners**

#### Name & Address

COCOPLUM HOMEOWNERS ASSOCIATION, INC. 155 ISLA DORA BLVD. CORAL GABLES, FL 33143

#### Type/Class

#### **Cross Reference**

#### **Cross Reference Names**

DESIGN OF SHIELD WITH OLIVE LEAVES TO THE LEFT AND RIGHT SIDES OF THE SHIELD

#### **Document Images**

03/09/2018 -- Trademark

View image in PDF format

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N. CAUSSEAUX MAR 1 2 2018

#### **COVER LETTER**

TO: Registration Section Division of Corporations

## SUBJECT: ISLANDS OF COCOPLUM (WITH DESIGN)

(Mark to be registered)

The enclosed Trademark/Service Mark Application, specimens and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Oliver A. Ruiz, Esq.
(Name of Person)
Malloy & Malloy, P.L.
(Firm/Company)
2800 S.W. 3rd Avenue
(Address)
Miami, Florida 33129
(City/State and Zip Code)

For further information concerning this matter, please call:

Oliver A. Ruiz

(Name of Person)

at (305) 858-8000

(Area Code & Daytime Telephone Number)

**MAILING ADDRESS:** 

Registration Section Division of Corporations P.O. Box 6327 Tallahassee, FL 32314 STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

(NOTE: The information contained in this cover letter will be included in the permanent record and will be available to the general public.)

## APPLICATION FOR THE REGISTRATION OF A TRADEMARK OR SERVICE MARK PURSUANT TO CHAPTER 495, FLORIDA STATUTES

TO: Division of Corporations Post Office Box 6327 Tallnhassee, FL 32314

#### PART I

	licant's name: Cocoplum 1		ssociation, Inc.	主
(b) Owner's/Appl	licant's business address: 155 Is	sla Dora Blvd.		VISITE IN
	Coral Ga	ables, Florida 3	3143	
[Edifferent Owner's)	Min 13	•	State/Zip	1 19
ir different, Owlief 3/8	pplicant's mailing address:			-0 3
	**************************************	City/s	State/Zip	P. 3: 38
(c) Owner's/Applic	ant's telephone number: ()			ز بي
	box to indicate the Owner/Applicant			
☐ Individual	□ Corporation	Djoint Venture	☐ Limited Liability Compar	1
General Partner	ship D Limited Partnership	□Union	Other: Florida Not For Pro	•
	is a business entity, the business entity Applicant is not an individual, enters of which the business entity is our number (EIN) in #3.		or registration on file with the F registration/document number neorporated under in #2, and the	lorida Department in #1, the state or ne entity's federal
(1) Florida registration	/document number: 752940 ✓			
(2) Domicile State or C	Country: Florida			
(3) Federal Employer I	dentification Number: 59-202509	96		
2. (a) SERVICE MAR service, the mark is a sused in connection will tractor equipment, etc. being rendered here:	K: If the owner/applicant is using the ervice mark. If the mark is a servich. For example; furniture moving safether owner/applicant is using the mark.	e name, logo, design and/or slee mark, the applicant/owner services, houser services, houserk to identify services availab	ogan being registered in connect must list the specific service(s) we painting services, wholesale le in the market place, enter the	tion with a type of the mark is being and retail sales of specific service(s)
Note: List only those s	services currently being rendered by the	he owner/applicant. Do not it	aclude future services \	
Homeowner a	issociation services, n	amely, promoting	the interests of hor	meowners
	the community to prosp			
			The state of the s	- Anthony dispersion of the second
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2. (b) TRADEMARK: If the owner/applicant is using the name, logo, design and/or slogan being registered in connection with an actual product manufactured by the owner/applicant or on the owner/applicant's behalf, the mark is a trademark. If the mark is a trademark, the applicant/owner must list the specific product(s) the name, logo, design and/or slogan is being used to identify. For example: ladies sportswear, cat food, barbecue grills, shoe laces, etc. If the owner/applicant is using the name, logo, design and/or slogan to identify goods available in the market place, enter the specific product(s) the name, logo, design and/or slogan is being used to identify:
(Note: List only those product(s) currently available. Do not include future products.)
2. (c) HOW IS THE NAME, LOGO, DESIGN AND/OR SLOGAN CURRENTLY USED:
SERVICE MARKS: If the name, logo, design and/or slogan are/is being used in connection with a type of service, you must specify the form(s)/mean(s) of advertisement the applicant/owner is using to advertise the services to the general public. For example: newspaper advertisements, business cards, brochures, flyers, pamphlets, menus, etc. If the mark is being used in connection with a type of service, state how the name, logo, design and/or slogan are/is being used in advertising here:
Advertisements and/or promotional materials including but not limited to, flyers, brochures, signs, catalogs, website,
TRADEMARKS: If the name, logo, design and/or slogan are/is being used to identify a product manufactured by or fore the applicant/owner, you must specify how the mark is applied or affixed to the actual product or its packaging. For example: a tag, label, imprinted or engraved on the actual product, etc. If the mark is being used in connection with a specific product, state how the name, logo, design and/or slogan is applied or affixed to the actual product(s) or the packaging:
2. (d) <u>FEE(S) AND CLASS(ES)</u> : There are a total of 45 classes or categories in which all products or services must be categorized. The fee to register a mark is \$87.50 per class. Make check payable to Florida Department of State.
List the class(es) which apply to the product(s) and/or service(s) listed in 2(a) and/or 2(b) above:

#### PART II

1. You must state the date the name, logo, design and/or slogan was first used in the state of Florida, and, if it was used in another state or country, the date you first used the name, logo, design and/or slogan in the other state or country. Enter the month, day, and year the name, logo, design and/or slogan was first used by the applicant/owner, the predecessor, or a related company in Florida. If the name, logo, design and/or slogan has been used in another state or country, then you must also enter the month, day, and year the name, logo, design and or slogan was/were used in another state or country, when applicable.

Note: The Florida Statutes require a mark to be in use prior to registration.

Note: The Florida Statutes require a mark to be in use prior to registration.
(a) Date first used in other state or country, if applicable:
(b) Date first used in Florida: 09/30/2017
PART III
ENTER NAME, LOGO, DESIGN AND/OR SLOGAN BEING REGISTERED:
1. Enter the name, a brief description of the logo or design, and/or the slogan you are registering. The description of the logo and/or design must be 25 words or less. List the exact name, slogan, and/or description of the logo/design here: (NOTE: The name, logo, design and/or slogan listed in this section must match the exact name, logo, design and/or slogan listed on your specimens or examples.)
A design of a shield with olive leaves to the left and right sides of the shield and the words
ISLANDS OF COCOPILIM
JOE HOO OF GOOD LOW!
Provide the English translation of any and all terms listed #1 above, when applicable:
2. DISCLAIMER STATEMENT (if applicable): Your mark may include a word or design that is commonly used by others. Commonly used terms or designs must be disclaimed. When you disclaim a specific term or design, you are acknowledging this term is commonly used by others and that you do not claim the exclusive right to use the disclaimed term or design. All geographical terms and representations of cities, states or countries must be disclaimed (i.e., Miami, Orlando, Florida, the design of the state of Florida, the design of the United States of America, etc.). Corporate suffixes and terms readily associated with the specific product(s) and/or(s) service being provided must also be disclaimed.
Enter all terms listed in #1 above which require a disclaimer in the space provided below:
NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE THE TERMIS)"

3. ATTACH OR INCLUDE THREE SPECIMENS OR EXAMPLES OF THE TRADEMARK OR SERVICE MARK BEING REGISTERED

Chapter 495, F.S., requires you to submit three specimens (samples or examples) of the mark in use. You must submit three specimens FOR EACH CLASS listed in Part I #2(d). The name, logo, design and/or slogan on the specimens must be identical to the name, logo, design and/or slogan being registered. You may provide three identical specimens or three different specimens. For each service mark class (classes 35-45), you may provide three newspaper advertisements, business cards, brochures, flyers, or any combination thereof. For each trademark class (classes 1-34), you may provide three tags, labels, boxes, etc. or any combination thereof. Photographs of bulky specimens are acceptable if the mark being registered and the good(s) or product(s) are clearly legible.

SIGNATURE OF APPLICANT/OWNER AND NOTARIZATION:

### TATTHEW MARTINEZ I. VIGNAGE MACTINEZ being sworn, depose and say that I am the owner and the applicant herein, or that I am authorized to sign on behalf of the owner and applicant herein, and to the best of my knowledge no other person except a related company has registered this mark in this state or has the right to use such mark in Florida either in the identical form thereof or in such near resemblance as to be likely, when applied to the goods or services of such other person to cause confusion, to cause mistake or to deceive. I make this affidavit and verification on mythe applicant's behalf. I further acknowledge that I have read the application and know the contents thereof and that the facts stated herein are true and correct. Cocoplum Homeowners Association, Inc. Typed or printed name of applicant Applicant's signature (Lisaname and title) COUNTY OF Sworn to and subscribed before me on this 27 day of (Name of Individual Signing) Who is personally known to me whose identity I proved on the basis of Notary Public Signature (Seal) Notary's Printed Name 10-1-2021 My Commission Expires: FILING FEE: \$87.50 per class

Page 4 of 4

William I W.

October 01, 2021

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# y Estates

Luxury Estate Community. Embodying the South Florida Lifestyle, Islands of Cocoplum Uniquely Offers Island Resort-Style Amenities Within Our

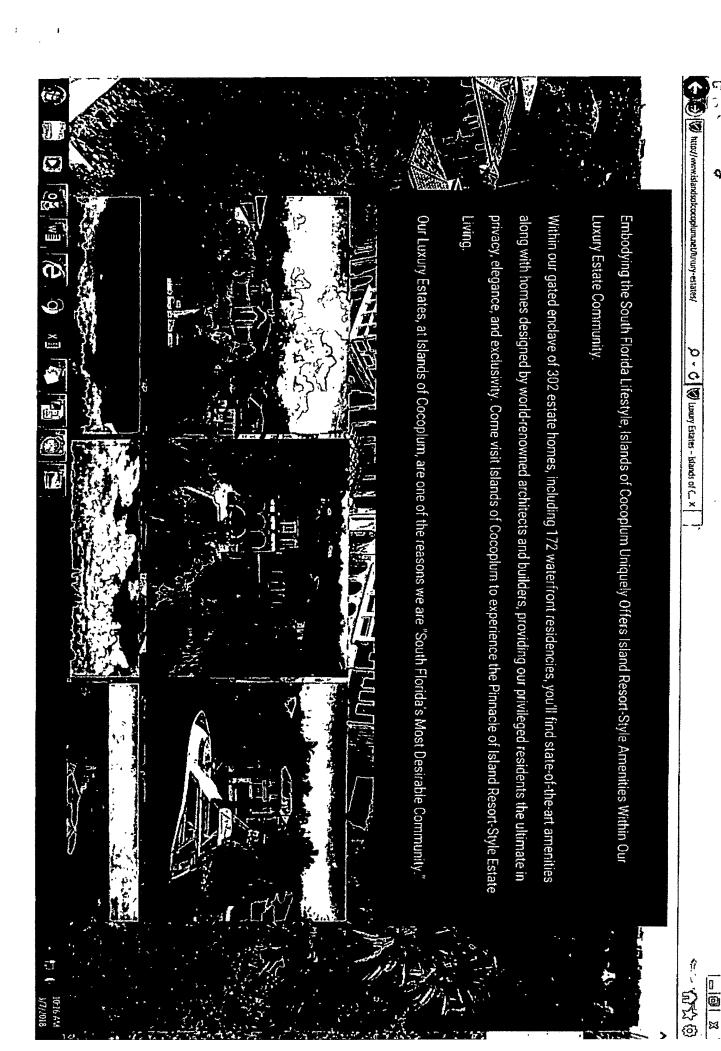
Within our gated enclave of 302 estate homes, including 172 waterfront residencies, you'll find state-of-the-art amenities

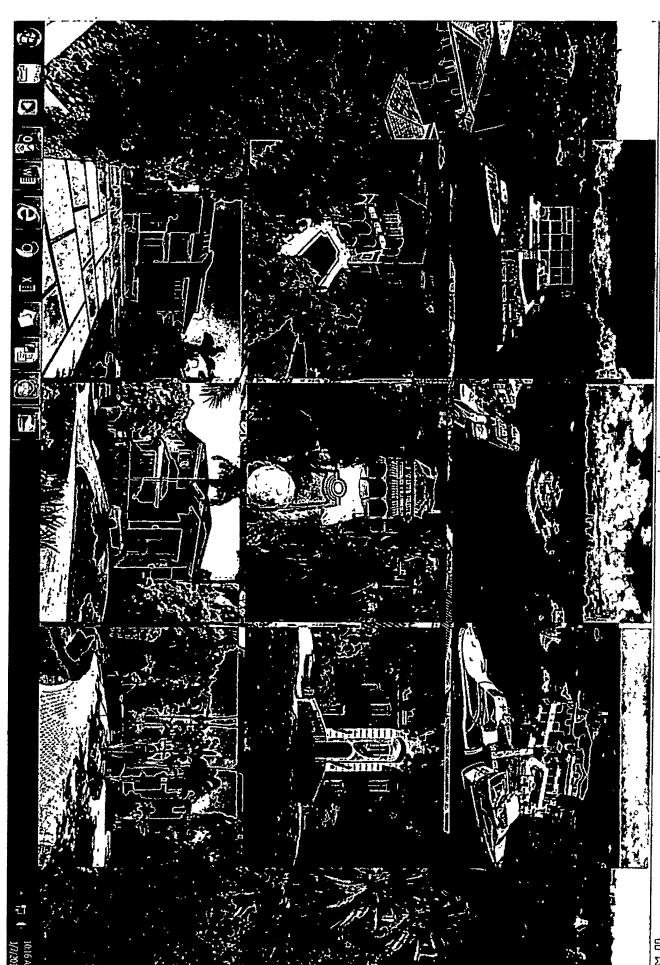
<u>ned arc</u>hitects and huilders incoviding our privileged residents the ultimate in

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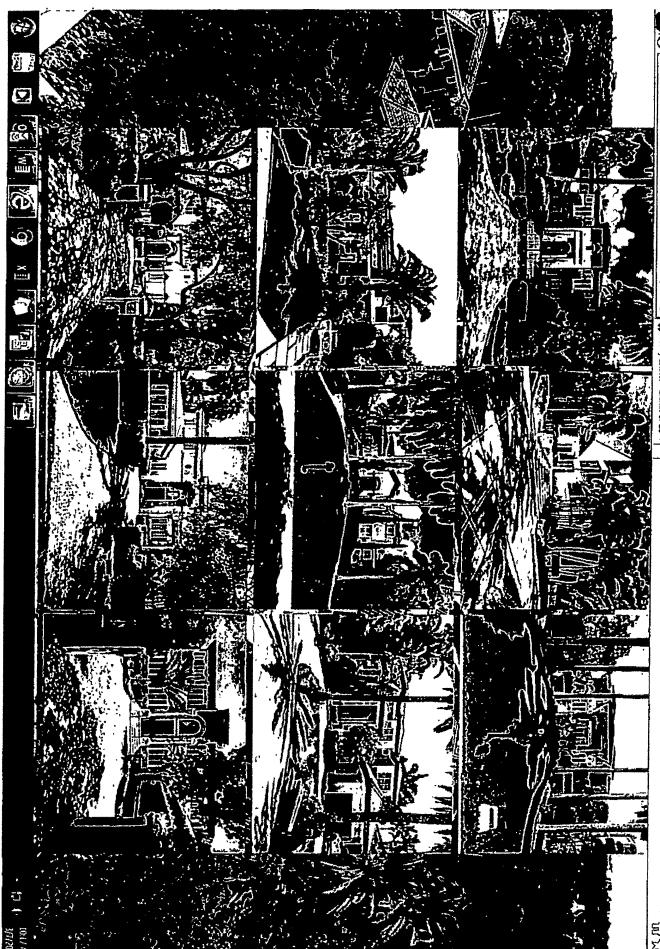
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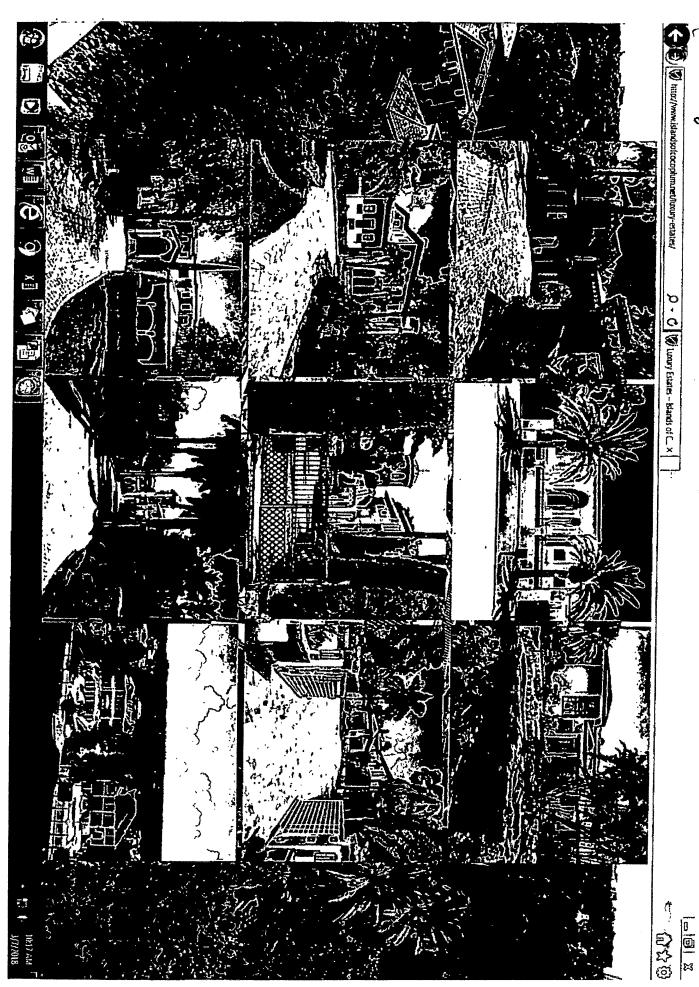




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# COCOPLUM ISLANDS of

Front Security Gate: 305.284.8881 - 24 Hours

155 Isla Dorada Boulevard, Coral Gables, FL 33143

305 667.7386 office@cocoplumhoa.com

8 30am to 4 30pm

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# COCOPLUM ISLANDS of

Desirable Community" "South Florida's Most

- :Location, Location, Location
- 5 Star Island Resort Style, Estate Living





































200 South Biscayne Boulevard 30th Floor Miami, FL 33131



Honorable Mayor Valdes-Fauli City of Coral Gables 405 Biltmore Way, 2<sup>nd</sup> Floor Coral Gables, FL 33134