Agenda*

PLANNING COMMISSION
MONROE COUNTY
April 8, 2009
10:00 A.M.

MARATHON GOV'T CENTER
2798 OVERSEAS HIGHWAY
MARATHON, FL
MONROE COUNTY, FL

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMISSION:
James Cameron, Chairman
Randy Wall, Vice Chairman
Donna Windle
John Marston
Jeb Hale

STAFF:
Townsley Schwab, Director of Planning and Environmental Resources
Susan Grimsley, Ass't County Attorney
John Wolfe, Planning Commission Counsel
Joe Haberman, Current Principal Planner
Debby Tedesco, Planning Commission Coordinator

_
COUNTY RESOLUTION 131-92 APPELLANT TO PROVIDE RECORD FOR APPEAL
_
SUBMISSION OF PROPERTY POSTING AFFIDAVITS AND PHOTOGRAPHS
_
SWEARING OF COUNTY STAFF

CHANGES TO THE AGENDA
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_
_
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_
_

MEETING

NEW ITEM:
_
1. A Development Agreement between Calusa Campground Condominium Association Inc. and Monroe County to allow Seasonal Transient Units at Calusa Campground, 325 Calusa Street, Key Largo, Florida (MM 101) and to correct outstanding violations of the Monroe County Code, having a current and proposed density of 367 units, in the forms of Seasonal Transient Units and Recreational Vehicle Spaces, and accessory buildings. Height shall be no more than 35 feet according to the Monroe County Code. RE# 00541810.000101 through 000471.
28064 FILE.pdf
28064 Boundary survey.pdf
28064 Site Plan Corrected 03.27.09.pdf
28064 SR PC 04.08.09.pdf

_
BOARD DISCUSSION
_
GROWTH MANAGEMENT COMMENTS
_
RESOLUTIONS FOR SIGNATURE

ADJOURNMENT

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-

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File #: **28064**

Owner's Name: **Calusa Campground Condo.Assn.**

Agent: **Santiago Echemendia**

Common Name: **Calusa Campground**

Type of Application: **Development Agreement**

Key: **Key Largo**

RE: **Numerous 00541810-------**

Additional Information added to File 28064

County of Monroe
Growth Management Division

Planning Department
2798 Overseas Highway
Suite #410
Marathon, FL 33050
Voice: (305) 289-2500
FAX: (305) 289-2536

Board of County Commissioners
Mayor Charles "Sonny" McCoy, Dist. 3
Mayor Pro Tem, Mario Di Gennaro, Dist. 4
Commissioner George Neugent, Dist. 2
Commissioner Dixie M. Spehar, Dist. 1
Commissioner Sylvia J. Murphy, Dist. 5

We strive to be caring, professional and fair

Date: 9/25/08
Time: 4:45 PM

Dear Applicant:

This is to acknowledge submittal of your application for Development Agreement
Type of application

Calusa Campground to the Monroe County Planning Department.
Project / Name

We are unable at this time to issue a receipt of your application, as it will take our staff two working days to determine that all required materials related to your application have been submitted. All applications received after 12:00 Noon will be considered as submitted the following working day.

Also, as required by Monroe County Code, planning staff will review your application after acceptance, to deem it complete within an additional fifteen working days.

Thank you.

Planning Staff

RECEIVED
JUL 30 2008
MONROE CO. PLANNING DEPT.

End of Additional Information
File 28064

Maria Padron

From: Amanda Quirke [aq@tewlaw.com]
Sent: Monday, July 21, 2008 10:09 AM
To: Maria Padron; 'Manny Lopez'; Santiago ECHEMENDIA
Cc: route92@comcast.net; 'Pepe Diaz'
Subject: RE: Survey and application

Maria,

Fee is $12,900 application fee + $816 advertising and notice fee = $13,716 total fee payable to Monroe County

Let me know about the survey- everything else is ready to go.

Amanda Quirke
Tew Cardenas LLP
Four Seasons Tower
1441 Brickell Avenue
15th Floor
Miami, Florida 33131-3407
www.tewlaw.com
(305) 536-8216
****
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>>> "Maria Padron" <maria@calusacampground.com> 7/19/2008 1:30 PM >>>
Please send me details of the checks, payable to info and amounts.
I am following up on survey and site plan right now.

-----Original Message-----
From: Amanda Quirke [mailto:aq@tewlaw.com]
Sent: Friday, July 18, 2008 12:19 PM
To: Maria Padron; Manny Lopez; Santiago ECHEMENDIA
Subject: Survey and application

Maria,

I have the application materials, with the exception of 16 copies of the survey, the color coded as built (with the units), and the check. I would prefer to see the survey and color coded map before it is submitted- you can either have the surveyor send me the copies, or you can Fed Ex when you receive them, or one of the residents can drop them off at our office or meet me Monday to hand deliver them. The rest of the application is complete and ready to go. As soon as I receive the surveys and color coded as built, I will review and provided everything is good, Fed Ex the package to Monroe County. I spoke with the County, and they advised to Fed Ex and then follow up with a meeting in person after they have had a chance to review the application.

I will send you the amount for the check this afternoon.

If there is another way you want to coordinate the submittal, let me know.

Amanda Quirke
Tew Cardenas LLP
Four Seasons Tower
1441 Brickell Avenue
15th Floor
Miami, Florida 33131-3407
www.tewlaw.com
(305) 536-8216
****
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TEW · CARDENAS LLP
ATTORNEYS AT LAW
MIAMI · TALLAHASSEE · WASHINGTON DC
Santiago D. Echemendia
Writer's Direct Line: (305) 536-8420
Email: SDE@tewlaw.com

FOUR SEASONS TOWER
15TH FLOOR
1441 BRICKELL AVENUE
MIAMI, FLORIDA 33131-3407
T 305.536.1112
F 305.536.1116
WWW.TEWLAW.COM

July 22, 2008

VIA FACSIMILE AND U.S. MAIL

Mr. Andrew Trivette
Monroe County
Growth Management Division
Division Director
Marathon Government Center
2798 Overseas Highway
Marathon, Florida 33050

Re: Calusa Campground—Development Agreement Application

Dear Mr. Trivette:

Please accept this as a letter of intent for the Development Agreement application for Calusa Campground Condominium Association, Inc. ("Calusa"). As you are aware, Monroe County passed Ordinance No. 001-2008 on January 16, 2008, permitting seasonal residential units in the RV zoning district, in accordance with an approved development agreement. The ordinance was approved by the Department of Community Affairs, and became effective May 19, 2008.

Calusa proposes a conversion to seasonal residential units over a ten (10) year period. Included in this application is a site plan identifying all units that wish to convert to seasonal residential units. In accordance with the proposed development agreement attached as Exhibit 2, the following uses would be permitted:

a. Recreational vehicles, as defined in Monroe County Code Section 9.5-4(R-6);
b. Park Models and/or Mobile Homes, as defined in Monroe County Code Section 9.5-4(M-15), tied down in accordance with local and state law;
c. Detached dwellings, as defined in Monroe County Code Section 9.5-4(D-26)
d. Zero lot line dwellings, as defined in Monroe County Code Section 9.5-4(D-23)

e. Accessory buildings and structures for each unit, including, but not limited to, screen rooms, sheds, carports, and other structures as permitted by Monroe County.

f. Amenities, including the recreational and maintenance facilities, resort offices, bath houses, club and docking facilities including 80 boat slips, wastewater treatment plant, and boat/trailer parking

In addition, there are pending code enforcement violations within Calusa that will be addressed by the conversion to seasonal residential units. Therefore, the development agreement proposes a process to address the pending code enforcement violations, setting forth timelines to acquire after the fact permits and/or complete other corrective action.

Please find the complete application, together with a check for fees in the amount of $13,716.00, and the following supporting materials:

1. List of all affected property owners in Calusa
2. Proposed Development Agreement for the conversion to seasonal residential units
3. Copy of the Declaration of Condominium, together with amendments as evidence of association ownership
4. Property record cards for all affected owners in Calusa
5. Location map
6. Boundary survey
7. Mailing labels for all property owners within 300 feet of the Calusa property
8. Notarized Agent Authorization Letter

We look forward to working with the County toward approval of the development agreement, and a minor conditional use to facilitate this transition. Please contact us at your earliest convenience to discuss the application in further detail, after you have a chance to review the enclosed materials.

Sincerely,

Santiago D. Echemendia

APPLICATION

MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

Request for a Development Agreement

Monroe County Code §§9.5-101 & 9.5-102

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

RECEIVED
JUL 30 2008
MONROE CO. PLANNING DEPT.

Development Agreement Application Fee: $12,900.00

In addition to the application fee, the following fees also apply:
Advertising Costs: $735.00
Surrounding Property Owner Notification: $3.00 for each property owner required to be noticed

Date of Submittal: _____/_____/_____
Month Day Year

Property Owner:

Calusa Campground Condominium Association
Name

325 Calusa Street Key Largo, FL
Mailing Address

(305)-451-0232
Daytime Phone

maria@calusacampground.com
Email Address

Agent (if applicable):

Santiago Echemendia
Name

1441 Brickell Ave. Suite 1500 Miami, FL 33131
Mailing Address

305-539-8420
Daytime Phone

sde@tewlaw.com
Email Address

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

Lots 2, 3, and 4 in Section 28, Township 61 South, Range 39 East, Model Land Company's Plat, according to the Plat thereof, as recorded in Plat Book 1, at Page 68

Lots 15 through 21, inclusive, Block 3, Sunset Waterways, according to the Plat thereof, as recorded in Plat Book 4, at Page 31

On the Island of Key Largo and being all that part of Lot 1, of Section 28 Township 61 South, Range 39 East, lying North of a 20 foot road and lying North of the former right of way of the FEC Railway according to a survey made by P.D. Jenkins, C.E. and according to the Plat thereof, as recorded in Plat Book 1 at Page 68

See attached Exhibit 1
Real Estate (RE) Number — Alternate Key Number

325 Calusa Street Key Largo, FL
Street Address

MM 101
Approximate Mile Marker

If more than one property is to be affected by the development agreement, please attach additional sheets providing all property owners and legal descriptions of properties (with real estate numbers) involved.

APPLICATION

Land Use District Designation(s) of Property(s): Mixed Use Commercial

Present Land Use(s) of Property(s): Condominium RV Campground consisting of 367 units, together with common elements

Land Area of Property(s): 28.34 acres

Provide all parties which would be involved in the development agreement:

The Development Agreement will be with Calusa Campground Condominium Association, Inc., which is the condominium association. See Exhibit A for a list of each affected unit owner.

Provide a clear description of the use(s) proposed on the property(s):

Monroe County passed an Ordinance No. 001-2008 on January 16, 2008, permitting the seasonal residential units in the RV zoning district, in accordance with an approved development agreement. The ordinance was approved by the Department of Community Affairs, and became effective May 19, 2008. Calusa proposes a conversion to seasonal residential units, in accordance with the proposed Development Agreement, attached as Exhibit 2. In accordance with the proposed agreement, the following uses would be permitted:

a. Recreational vehicles, as defined in Monroe County Code Section 9.5-4(R-6);
b. Park Models and/or Mobile Homes, as defined in Monroe County Code Section 9.5-4(M-15), tied down in accordance with local and state law;
c. Detached dwellings, as defined in Monroe County Code Section 9.5-4(D-26)
d. Zero lot line dwellings, as defined in Monroe County Code Section 9.5-4(D-23)
e. Accessory buildings and structures for each unit, including, but not limited to, screen rooms, sheds, carports, and other structures as permitted by Monroe County.
f. Amenities, including the recreational and maintenance facilities, resort offices, bath houses, club and docking facilities including 80 boat slips, wastewater treatment plant, and boat/trailer parking

Provide a clear description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development:

Potable Water- The Florida Keys Aqueduct Authority
Electric service - Florida Keys Electric Cooperative
Solid waste service - Solid waste collection system franchised by Monroe County
Calusa is in the process of design and construction of on-site wastewater, treatment and sewage collection.

Provide a clear description of any reservation or dedication of land for public purposes:

No reservation or dedication of land for public purposes is contemplated in this application.

Proposed duration of development agreement (note: duration may not exceed 10 years): 20 years, in accordance with amendment to Section 163.3229 of the Florida Statutes (2007 HB 7203)

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

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

☐ **Complete development agreement application** (unaltered and unbound); and

☐ **Correct fee** (check or money order to Monroe County Planning & Environmental Resources; and

APPLICATION

☐ **Proof of ownership (i.e. Warranty Deed)**; and

☐ **Current Property Record Card(s) from the Monroe County Property Appraiser**; and

☐ **Location map**; and

☐ **Photograph(s) of site(s) from adjacent roadway(s)**; and

☐ **Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – sixteen (16)** sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; and total acreage by habitat); and

☐ **Written description of project**; and

☐ **Typed name and address mailing labels of all property owners within a 300 foot radius of the property(s) (three sets).** 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 300 foot radius, each unit owner must be included.

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

☐ **Notarized Agent Authorization Letter** (note: authorization is needed from all owner(s) of the subject property).

☐ **Signed and Sealed Site Plan(s), prepared by a Florida registered architect, engineer or landscape architect – sixteen (16) sets** (drawn to scale of one (1) inch equals twenty (20) feet, except where impractical and the Director of Planning authorizes a different scale).

☐ **Floor Plans for all proposed structures and for any existing structures to be redeveloped - sixteen (16)** sets (drawn at an appropriate standard architectural scale and including handicap accessibility features).

☐ **Elevations for all proposed structures and for any existing structures to be modified – sixteen (16)** sets (with the elevations of the following features referenced to NGVD: existing grade; finished grade; finished floor elevations (lowest supporting beam for V-zone development); roofline; and highest point of the structure).

☐ **Landscape Plan(s) by a Florida registered landscape architect - sixteen (16)** sets (may be shown on the site plan; however, if a separate plan, drawn to a scale of one (1) inch equals twenty (20) feet, except where impractical and the Director of Planning authorizes a different scale).

☐ **Traffic Study(s), prepared by a licensed traffic engineer.**

☐ **Relevant Letters of Coordination**

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

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

Signature of Applicant: _____ **Date:** 7/18/08

Sworn before me this 18 day of July, 2008

ELIZABETH BERNARDO
MY COMMISSION # DD 663807
EXPIRES: April 16, 2011
Bonded Thru Notary Public Underwriters

Elizabeth Bernardo

Notary Public
My Commission Expires: April 16, 2011

Please send the complete application package to the Monroe County Planning & Environmental Resources Department, Marathon Government Center, 2798 Overseas Highway, Suite 400, Marathon, FL 33050.

7095

CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION INC.
325 CALUSA STREET
KEY LARGO, FL 33037-2699
(305) 451-0232

COMMUNITY BANK OF FLORIDA
HOMESTEAD
63-899-670

7/24/2008

PAY TO THE ORDER OF MONROE COUNTY $ **13,716.00

Thirteen Thousand Seven Hundred Sixteen and 00/100********** DOLLARS

MONROE COUNTY

TWO SIGNATURES REQUIRED

MEMO

MP

⑈007095⑈ ⑆067008993⑆ 9200123006⑈

CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION INC. 7095

MONROE COUNTY 7/24/2008

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/22/2008	Bill	Application Fee	12,900.00	12,900.00		12,900.00
7/22/2008	Bill	Advertising Fee	816.00	816.00		816.00
				Check Amount		13,716.00

Community Bank - 13,716.00

CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION INC. 7095

MONROE COUNTY 7/24/2008

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/22/2008	Bill	Application Fee	12,900.00	12,900.00		12,900.00
7/22/2008	Bill	Advertising Fee	816.00	816.00		816.00
				Check Amount		13,716.00

Community Bank - 13,716.00

DELUXE BUSINESS FORMS 1+800-328-0304 www.deluxeforms.com

1

	Parcel ID	Name	Address	
1	541810.0002	DE ARCE VIRGILIO G &	1947 SW 131 PL COURT	MIAMI
2	541810.0002	ITURRALDE MARGIE	5210 SW 69TH AVE	MIAMI
3	541810.0002	GARCIA EDDY	500 NW 109 AVE UNIT 1	MIAMI
4	541810.0002	DELGADO MARTHA MERCEDES	830 SW 146TH TER	PEMBROKE PINES
5	541810.0002	PETER KENNETH A AND FRANCES G	1463 GOODNOW FLOW RD BOX 303	NEWCOMB
6	541810.0002	SUNSET VIEW LLC	P O BOX 450	EPSOM
7	541810.0002	DURAN OSCAR & LILIA	645 NW 129TH PLACE	MIAMI
8	541810.0002	RUBI PEDRO	PO BOX 651364	MIAMI
9	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
10	541810.0001	MARRERO MIGUEL AND KARLA	20290SW 180 ST	MIAMI
11	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
12	541810.0001	SILVA ABELARDO & PABLOS MANUELA R/S	3711 SW 27TH TERRACE	MIAMI
13	541810.0001	CHIROLE MIRELLA &	15932 SW 78TH ST	MIAMI
14	541810.0001	PACHECO ISRAEL AND MARIA L	1731 SW 126 PL	MIAMI
15	541810.0001	GONZALEZ JOSE D & MARITZA	7901 SW 20TH STREET	MIAMI
16	541810.0001	CREATIVE INVESTORS INC	8004 NW 154 ST UNIT 147	MIAMI LAKES
17	541810.0004	BARCELO OSVALDO B & JOSEFINA C	720 E 12TH PL	HIALEAH
18	541810.0004	BELLO MABEL	5296 SOUTHWEST 91ST AVENUE	MIAMI
19	541810.0004	PALMER ROBERT & EVE PALMER	7773 EMBASSY BLVD	MIRAMAR
20	541810.0004	SANCHEZ WILFREDO AND ILEANA L	8439 SW 157 COURT	MIAMI
21	541810.0004	OBREGON YOVANIS	14964 SW 32ND TERR	MIAMI
22	541810.0004	CASTELLANOS MARI C	325 CALUSA ST UNIT 504	KEY LARGO
23	541810.0003	CASTILLA INGRID GUZMAN	7211 SW 24TH AVENUE - UNIT 2205	HIALEAH
24	541810.0004	PALMER ROBERT E & ESTHER M	6525 SW 26TH COURT	MIRAMAR
25	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
26	541810.0001	SIRIANI MARITE	16470 SW 55TH TER	MIAMI
27	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
28	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
29	541810.0001	ESTEVEZ PEDRO AND MARIA V	12871 SW 22ND ST	MIAMI
30	541810.0001	BESU CINTYA	3030 SW 79 COURT	MIAMI
31	541810.0003	HERRERA FRANK AND AILYN	16980 NW 44 AVE	CAROL CITY

32	541810.0003	GRANDA VICTOR	325 CALUSA ST #404	KEY LARGO
33	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
34	541810.0001	LOPEZ PEDRO & SILVIA	7675 NW 68TH COURT LOT 28	MEDLEY
35	541810.0001	ORASI INVESTMENTS LLC	11700 SW 77TH AVE	MIAMI
36	541810.0001	GARCIA ANGEL &	4130 SW 140 AVE	MIAMI
37	541810.0001	LAUREL BEATRIZ	2722 SW 156 AVE	MIAMI
38	541810.0002	FERNANDEZ RICARDO C & TAMMI	3115 69TH AVE	MIAMI
39	541810.0002	FONTELA JOSE AND ALEXANDRA	1050 FALCON AVE	MIAMI SPRINGS
40	541810.0002	CAYON OSDALIS ALVAREZ AND JORGE (H/W)	8857 NW 175TH ST	HIALEAH
41	541810.0002	REBULL MARIE	6746 KINGSMOOR WAY	MIAMI LAKES
42	541810.0003	ORASI MERCEDES	11720 SW 77TH AVE	MIAMI
43	541810.0003	DUNKLEY LINDSAY SR & DUNKLEY SARA T/C	55 W 16TH ST APT 3	HIALEAH
44	541810.0003	SCHROYER DALE M & JANICE	7955 HEAD-O-LAKE ROAD	OTTAWA LAKE
45	541810.0003	CARRERO SIMEON	7934 NW 190TH LN	MIAMI
46	541810.0003	MARRERO JENARO AND MARIA ELENA	5875 W 20 AVE APT 210	HIALEAH
47	541810.0003	GUERRA BARBARA	13775 SW 149TH CIR LN #4	MIAMI
48	541810.0003	GONZALEZ JAIME & ADALIGIA DE FATIMA (H/W)	5020 NW 190 ST	MIAMI
49	541810.0004	PENA RAUL BLAS	12850 STATE RD 84 BOX 7-4	DAVIE
50	541810.0004	CARDENACHE FIDEL & CARDENACHE MAGALY	5135 EAST 9TH COURT	HIALEAH
51	541810.0004	LOPEZ DENIA	8510 SW 97TH ROAD	MIAMI
52	541810.0004	LOPEZ DENIA	8510 SW 97TH ROAD	MIAMI
53	541810.0004	CRUZ GLORIA L	10451 NW 20TH STREET	PEMBROKE PINES
54	541810.0004	PEREZ OSCAR & SONIA	2050 SW 135TH AVE	MIAMI
55	541810.0005	GONZALEZ JOAQUIN M AND MARIGEL	325 CALUSA ST LOT 514	KEY LARGO
56	541810.0004	CORTINA NICOLAS JR	5391 WEST 6TH LANE	HIALEAH
57	541810.0004	DELGADO JOSE J AND IRENE	1815 WEST 68 ST	HIALEAH
58	541810.0004	MENDEZ MAGALY	272 E 54 STREET	HIALEAH
59	541810.0004	ORTIZ LEONARDO & MAYRA C	17811 NW 81ST AVE	MIAMI
60	541810.0004	DE URRUTIA JULIO & BELKYS SANCHEZ (H/W)	PO BOX 28287	HIALEAH
61	541810.0004	PENA JORGE A & LUCIA	4055 EAST 2ND AVENUE	HIALEAH
62	541810.0003	HERRERA FRANK & AILYN	1284 W 79TH ST	HIALEAH
63	541810.0003	MACKINSON JOHN W &	10091 SW 144 ST	MIAMI
64	541810.0003	BENITEZ MIGUEL J & YOLANDO	325 CALUSA STREET	KEY LARGO
65	541810.0002	GALLARDO HOLDCO LLC	13507 SW 137 AVE	MIAMI
66	541810.0002	ALFONSO ARTURO E	8210 SW 12TH TERR	MIAMI
67	541810.0002	GONZALEZ JACOBO AND MARIAN	PO BOX 126762	HIALEAH

68	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
69	541810.0001	CASTRILLON MARIA	10300 S W 51ST ST	MIAMI
70	541810.0001	GALLARDO JOSE S AND ISOTTA	13507 SW 137 AVE	MIAMI
71	541810.0001	CHIROLE DAVID	15473 SW 21 TERR	MIAMI
72	541810.0002	LOPEZ SAMUEL AND GEORGINA	311 SW 55TH AVE	CORAL GABLES
73	541810.0002	SABLON RICARDO & MARTHA L	3084 HIATUS RD	DAVIE
74	541810.0002	GIRALDO LUIS FERNANDO AND CARMENZA	12805 SW 119TH TER	MIAMI
75	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
76	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
77	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
78	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
79	541810.0001	COUSINEAU STEPHANE	1704 DE BLOIS	TERREBONNE
80	541810.0001	GUTIERREZ ROLANDO	14832 SW 158 PL	MIAMI
81	541810.0003	PILLON DARRYL	4747 COLLIN AVE UNIT 108	MIAMI BEACH
82	541810.0004	MARTINEZ DIEGO I & CLARA L	8915 NW 148 ST	MIAMI LAKES
83	541810.0004	PEREZ ALVING & AURIA NORMA	9979 NW 25TH TERRACE	MIAMI
84	541810.0004	RAMIREZ OMELIO E AND MARGARITA H/W	9041 NW 162 TER	MIAMI LAKES
85	541810.0004	FERNANDEZ LEONOR	325 CALUSA ST LOT 510	KEY LARGO
86	541810.0004	SUAREZ GUSTAVO M	7856 NW 170 TER	MIAMI
87	541810.0005	RUIZ EMILIO	7419 BIG CYPRESS DR	MIAMI LAKES
88	541810.0005	RAMIREZ LUIS	8735 NW 149TH TER	HIALEAH
89	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
90	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
91	541810.0001	MOREJON ALBERTO	325 CALUSA ST	KEY LARGO
92	541810.0001	CORERO ISRAEL	325 CALUSA ST UNIT 50	KEY LARGO
93	541810.0001	ORTEGA MARIAM	18125 SW 156 AVE	MIAMI
94	541810.0001	MARTINEZ ALEJANDRO & MARISELA	328 CALUSA ST 57	KEY LARGO
95	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
96	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
97	541810.0004	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
98	541810.0004	KAVANAGH WILLIAM J	525 N OCEAN BLVD #916	POMPANO BEACH
99	541810.0004	PEREZ VICTOR	11140 SW 47 TERRACE	MIAMI
100	541810.0004	DELGADO ROSA	325 CALUSA LOT 443	KEY LARGO
101	541810.0004	MARTINEZ ANTHONY A &	6773 BROOKLINE DR	MIAMI
102	541810.0004	MIRANDA GUSTAVO	510 NW 136 AVE	MIAMI
103	541810.0004	ORASI GREGORY & MERCEDES R/S	11720 SW 77TH AVENUE	MIAMI

104	541810.0005	HERNANDEZ JUAN CARLOS & ZAYDEE OTERO (H/W)	740 NW 91ST AVE	PEMBROKE PINES
105	541810.0001	ALFONSO MARICIA	740 E 45 ST	HIALEAH
106	541810.0002	TORRES ENRIQUE & MYRTA M	3851 NW 177TH STREET	MIAMI
107	541810.0002	JERDANI CORPORATION	116 SEVENTH LN	KEY LARGO
108	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
109	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
110	541810.0001	TORRES ANGEL VLADIMIR	9860 SW 83RD ST	MIAMI
111	541810.0001	RODRIGUEZ YOVANY	12005 SW 2ND ST	MIAMI
112	541810.0001	NICOLAS OSVALDO & GRISEL &	325 CALUSA STREET # 62 CALUSA RESORT	KEY LARGO
113	541810.0005	GALVEZ AGNES Y	14714 SW 38TH TERR	MIAMI
114	541810.0004	DYER NANCY	1931 SW 24TH TERR	MIAMI
115	541810.0004	REINA MIGUEL & CARMEN	13401 SW 25 ST	MIAMI
116	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
117	541810.0005	HERNANDEZ DOMINGO & CARMEN	5700 W 13TH CT	HIALEAH
118	541810.0005	SANCHOYERTO DAVID & ELENA	11921 NW 19TH ST	HOLLYWOOD
119	541810.0005	MARTINEZ MILTON J & LILIANNE E	8760 SW 133RD AVE APT #320	MIAMI
120	541810.0001	EAGER FAMILY LIMITED PARTNERSHIP LP	PO BOX 954	WILLISTON
121	541810.0002	TORRES DIONISIO & ANA A	3075 SW 1ST STREET	MIAMI
122	541810.0002	ABREU PEDRO	9372 SW 155 AVE	MIAMI
123	541810.0002	RAVELO ARSENIO A AND ANTONIA B	17345 SW 280TH ST	HOMESTEAD
124	541810.0002	CAMBO JACQUELINE NOSTI AND MARIO	6840 SW 145TH TER	PAMETTO BAY
125	541810.0002	ALVAREZ PEDRO J AND XIOMARA	10845 SW 41ST TERR	MIAMI
126	541810.0002	CABRERA MARIO A	4535 SW 59 AVE	MIAMI
127	541810.0003	GONZALEZ PEDRO & MEDELEINE	9021 SW 94TH CT	MIAMI
128	541810.0003	JIMENEZ DAYSE & JIMENEZ EDDY T/C	100 E 42ND STREET #303	HIALEAH
129	541810.0001	GALLARDO JOSE S	13507 SW 137 AVE	MIAMI
130	541810.0001	ALBERTO VALENTIN & YOLANDA	325 CALUSA ST UNIT 44	KEY LARGO
131	541810.0001	HERNANDEZ ANDRES	10955 SW 52 DR	MIAMI
132	541810.0002	RODRIGUEZ DANIA	8435 SW 47 ST	MIAMI
133	541810.0002	GOMEZ RUBEN & ZOBEIDA	15104 SW 148 CT	MIAMI
134	541810.0004	OLIVA CARLOS A	325 CALUSA ST UNIT 486	KEY LARGO
135	541810.0004	MALAGON ARGELIO &	7812 SW 34TH TERRACE	MIAMI
136	541810.0005	GALVEZ AGNES Y	14714 SW 38TH TERR	MIAMI
137	541810.0003	GUILLAMA ENRIQUE AND MARIA O	14960 SW 167TH ST	MIAMI
138	541810.0001	BARRIOS JOSE A & DELFINA J	5345 NW 173RD DRIVE	CAROL CITY

139	541810.0002	BREWER ROBERT R & JANET L	36 MAINSGATE STREET	PITTSBURGH
140	541810.0002	ZORRILLA FAMILY REV LIV TR AGR 12/27/06	4660 SW 158TH AVE	MIAMI
141	541810.0002	HERNANDEZ ARLENE	1215 W 76TH ST	HIALEAH
142	541810.0002	GARCIA EDDY	500 NW 109TH AVE UNIT 1	MIAMI
143	541810.0002	FERRADAS ALEX	19860 NW 78TH PATH	HIALEAH
144	541810.0002	PRATT BRIAN	1771 OWASCO ST	WINTER SPRINGS
145	541810.0004	OQUENDO ALBERTO	19313 SW 5TH ST	PEMBROKE PINES
146	541810.0004	PALMER ROBERT & EVE	7773 EMBASSY BLVD	MIRAMAR
147	541810.0004	PEREZ-TRUJILLO MANUEL A &	2220 SW 72ND AVE	MIAMI
148	541810.0004	RUSSI ELVIRA	P O BOX 9321	MIAMI
149	541810.0004	FORMOSO EUGENIA	2243 SW 153 PATH	MIAMI
150	541810.0004	IGLESIAS LUIS A & ANA	2182 W 60TH ST APT #19104	HIALEAH
151	541810.0004	FERNANDEZ JUAN B AND MARIA O	325 CALUSA DR UNIT 502	KEY LARGO
152	541810.0004	PEREZ ONILDA A	325 CALUSA ST LOT 507	KEY LARGO
153	541810.0002	LLAMA PATRICIA	13785 SW 160TH ST	MIAMI
154	541810.0002	BAKER LIDIA M	15277 TEMPLE BLVD	LOXAHATCHEE
155	541810.0002	PEREZ ALVING	9979 NW 25TH TER	DORAL
156	541810.0002	ALFONSO JORGE	9044 NW 172 TERR	MIAMI
157	541810.0002	KELLER CLOTILDE C	6821 SW 155 AVE	MIAMI
158	541810.0002	VALDEZ TANIA F PAEZ H/W	3148 SW 143RD PLACE	MIAMI
159	541810.0002	MGMSR LLC	22591 COTTAGE GROVE AVE	STEGER
160	541810.0002	MORALES GREISY	7385 SW 31 ST	MIAMI
161	541810.0002	PEREZ ALBERTO J	15651 SW 144 PL	MIAMI
162	541810.0002	HERRERA MONICA	4535 SW 59TH AVE	MIAMI
163	541810.0002	ORTA ARMANDO & BERTA	14940 SW 168TH ST	MIAMI
164	541810.0002	JOHNSON DAVID AND NANCY	1711 RIVIERA CT	POINT PLEASANT
165	541810.0002	MOROPA 1523 LLC &	992 PERRY HWY	PITTSBURGH
166	541810.0002	CABRERA GIRALDO & MARIA	125 NW 60TH COURT	MIAMI
167	541810.0002	BARRIOS BARBARA	9725 SW 15 STREET	MIAMI
168	541810.0002	PEREZ RAUL	1163 NW 124TH COURT	MIAMI
169	541810.0003	BALTAR JOSE L AND BELINDA	20200 SW 49 CT	FT LUADERDALE
170	541810.0003	LABRADOR DAVID & MIDIALA	8914 NW 146TH TERRACE	MIAMI
171	541810.0003	BERSANI LEWIS & ANN MARIE	7047 LAKE SHORE ROAD	CICERO
172	541810.0003	TORROELLA LUIS C AND MORAIMA HERNANDEZ	5354 WEST 6 LANE	HIALEAH
173	541810.0003	PEREZ OSCAR P & SONIA	325 CALUSA ST LT 304	KEY LARGO

174	541810.0003	RAMOS ARMANDO F & TERESA	2605 SW 16TH TERRACE	MIAMI
175	541810.0003	ORASI MERCEDES	11700 SW 77 AVE	PINECREST
176	541810.0003	ALEJO ANGELA J	3880 E 1 AVE	HIALEAH
177	541810.0004	DECESPEDES FRANK JR	325 CALUSA ST UNIT 508	KEY LARGO
178	541810.0005	GRULLON INVESTMENT LLC	13402 SW 128 ST	MIAMI
179	541810.0005	HOLIDAY RV INC	PO BOX 1546	KEY LARGO
180	541810.0005	RIOS JORGE L & BARBARA	770 E 19 ST	HIALEAH
181	541810.0005	DUGGER ROBERT AND RACHEL	7401 BEACH VIEW DR	NORTH BAY VILLAGE
182	541810.0005	EAGER FAMILY LIMITED PARTNERSHIP LP	P O BOX 954	WILLISTON
183	541810.0005	RODRIGUEZ REINALDO AND ANA ALVAREZ	6376 SW 15 ST	MIAMI
184	541810.0004	MACHADO ANTONIO	1871 NW 17TH ST	MIAMI
185	541810.0004	FERNANDEZ JOSE ROGELIO	23215 SW 187 AVE	HOMESTEAD
186	541810.0005	PEREZ SONIA AND OSCAR P	2050 SW 135TH AVE	MIAMI
187	541810.0005	RODRIGUEZ OLGA	1720 SW 30TH AVE	MIAMI
188	541810.0005	LUIS ADELAIDA &	19650 SW 214 ST	MIAMI
189	541810.0005	RAMIREZ SILVIA & FLORIN MIGUEL R/S	201 NW BOULEVARD	MIAMI
190	541810.0002	ALFONSO ARTURO	8210 SW 12TH TER	MIAMI
191	541810.0002	LIMA JOSE AND EILEEN	13170 SW 128ST STE 101	MIAMI
192	541810.0002	GARCIA EDDY	500 NW 109TH AVE APT 1	MIAMI
193	541810.0002	BIFANO ALFRED J AND LINDA D	4205 LEGACY CT	SALIDA
194	541810.0003	VAZQUEZ RAFAEL AND MAYELINE	12731 NW 6TH ST	MIAMI
195	541810.0003	GUIDA ARNOLD	9702 SW 56 TER	MIAMI
196	541810.0002	TURCOTT ALBERT & LINDA	325 CALUSA STREET UNIT 69	KEY LARGO
197	541810.0002	CHIROLE MIRELLA	15932 SW 78TH STREET	MIAMI
198	541810.0002	ALONSO PEDRO P & AURORA M	14227 SW 12TH ST	MIAMI
199	541810.0002	PEREZ ALVING	9979 NW 25TH TER	MIAMI
200	541810.0002	IZQUIERDO DAVID E	8775 SW 164TH ST	PALMETTO BAY
201	541810.0002	SCHOEMER RICHARD F & VIRGINIA	1527 LITTLEHILL ROAD	POINT PLEASANT
202	541810.0002	DOBMEIER HOWARD E AND SUSANNE	940 ARBUCKLE	ERIE
203	541810.0002	CAMBON ENRIQUE	19201 SW 196 ST	MIAMI
204	541810.0003	DIAZ JOSE & MARIA DEL CARMEN (WIFE)	10211 SW 6TH ST	SWEETWATER
205	541810.0004	TRIANA NELSON AND MARIA E	13421 SW 53 ST	MIAMI
206	541810.0004	SANCHEZ ILEANA L	2828 SW 143RD PL	MIAMI
207	541810.0003	RAVELO CARLOS	4932 SW 134 AVE	MIRAMAR
208	541810.0003	LABRADOR DAVID	8914 NW 146 TER	MIAMI LAKES
209	541810.0003	MOYA DOMINGO M	12224 SW 101 TER	MIAMI

210	541810.0003	DURAN EDWIN AND ALEXANDRA	11500 SW 153 AVE	MIAMI
211	541810.0003	GRAVIER LUIS G AND MARIA G	2220 SW 24TH TER	MIAMI
212	541810.0002	BOBEK HENRY X JR AND CYNTHIA L	325 CALUSA RD LOT 250	KEY LARGO
213	541810.0002	TRAVIESO MARILYN	20980 SW 234 ST	HOMESTEAD
214	541810.0003	UNIT 306 CALUSA CAMPGROUND LLC	21802 SW 134 AVE	MIAMI
215	541810.0003	PEREZ ALBERTO & GRISEL MAS (H/W)	325 CALUSA ST LOT 312	KEY LARGO
216	541810.0002	COMMONWEALTH LAND TITLE INSURANCE COMPANY	201 SOUTH BISCAYNE BLVD STE 850	MIAMI
217	541810.0002	AGUILA GILBERTO AND ALINA	6245 W 10TH AVENUE	HIALEAH
218	541810.0002	LABRADOR LUIS A & TIRADO MARIBEL (H/W)	5905 W 3RD LANE	HIALEAH
219	541810.0002	RODRIGUEZ RICARDO AND MILAGROS COLLADO	9241 SW 57TH TER	MIAMI
220	541810.0002	GRANA NESTOR	11452 SW 190TH TERR	MIAMI
221	541810.0002	WANDERON VIRGINIA LIVING TRUST 8/28/06	27268 BARBAROSSA ST	BONITA SPRINGS
222	541810.0002	MAYNARD J SMITH MOBILE HOMES & R V LIMITED	DRAWER 409	OXOBOJI
223	541810.0002	MARTINEZ DAISY	19601 E SAINT ANDREWS DR	HIALEAH
224	541810.0002	MGMSR, LLC	22591 COTTAGE GROVE AVE	STEGER
225	541810.0002	AGUIRRE-MENO MAYRA	2555 DUNWOODIE PL	HOMESTEAD
226	541810.0002	ALVAREZ ELIAS	PO BOX 22427	HIALEAH
227	541810.0002	HERNANDEZ FERNANDO & ROSARIO	8900 NW 114 TERRACE	HIALEAH GARDENS
228	541810.0002	SOTOLONGO JUAN & MARITZA	12921 SW 27TH ST	MIAMI
229	541810.0002	MANATEE LANDING LLC	P O BOX 1974	KEY LARGO
230	541810.0002	BALLESTER EDDY	2701 SW 79TH AVE	MIAMI
231	541810.0002	NICHOLLS GUY W & FAITH M	470 SE PINE RD	PORT ST LUCIE
232	541810.0002	BALUJA JORGE M AND MARIA	1726 W 80 ST	HIALEAH
233	541810.0002	B G AND R A LLC	237 RAINBOW DR UNIT 13746	LIVINGSTON
234	541810.0002	TRAVIESO LIDICE	325 CALUSA ST UNIT 231	KEY LARGO
235	541810.0002	WAIS TIMI D &	10 MICHELE DR	RENSSELAER
236	541810.0003	MILIAN MARIA	4055 SW 138TH AVENUE	MIAMI
237	541810.0002	DOCAMPO RICARDO & MARIA	5520 SW 162 CT	MIAMI
238	541810.0002	LOPEZ MANUEL ENRIQUE	12230 SW 10TH LANE # 1	MIAMI
239	541810.0002	VICIEDO HERIBERTO J & RAMONA	10841 SW 63 STREET	MIAMI
240	541810.0002	BARRIOS BARBARA	9725 SW 15 ST	MIAMI
241	541810.0002	NADAL ALBERTO JR AND MARIA T	325 CALUSA L0T 253	KEY LARGO
242	541810.0003	MORENO REINALDO DAMIEN	5704 SW 166TH CT	MIAMI

243	541810.0003	CARDET MARIA A	2910 SW 102ND AVE	MIAMI
244	541810.0003	GONZALEZ RAYMOND &	3250 NW 16TH TERR	MIAMI
245	541810.0003	DE ARMAS ULISES JORDI	4966 SW 162ND AVENUE	HOLLYWOOD
246	541810.0003	VALDES MANUEL	15858 SW 66 TERRACE	MIAMI
247	541810.0002	FLORES RIGOBERTO AND MARIA DEL CARMEN	1970 SW 128TH CT	MIAMI
248	541810.0002	ALVAREZ MARICEL & ALVAREZ GLORIA R/S	8547 GLENCARIN TERRACE	MIAMI LAKES
249	541810.0003	LEON JESUS & AILEEN	16537 SW 99TH LANE	MIAMI
250	541810.0003	HERNANDEZ JOSE M	3525 WEST 72ND PLACE	HIALEAH
251	541810.0003	HERNANDEZ JORGE J AND NANCY C	20906 SW 234TH ST	HOMESTEAD
252	541810.0002	DURAN MIGUEL ANGEL	2305 W 66TH PLACE	HIALEAH
253	541810.0002	LAFFITTE ORLANDO & ZORIMA	15091 SW 154TH TERRACE	MIAMI
254	541810.0002	BAY VIEW PROPERTIES LLC	P O BOX 1974	KEY LARGO
255	541810.0002	OBREGON SUSANA AND MIGUEL	13331 SW 46 ST	MIAMI
256	541810.0002	AUDRAIN LOURDES	12741 SW 34TH ST	MIAMI
257	541810.0003	FERNANDEZ NORBERTO & LOURDES	1884 NW 22ND PLACE	MIAMI
258	541810.0003	FERNANDEZ JESUS & LUISA	11830 SW 24TH TERR	MIAMI
259	541810.0002	TURCOTT ALBERT J & LINDA	24 DUTTON ROAD	OXFORD
260	541810.0003	GARCIA LIVIA	14373 SW 62 ST	MIAMI
261	541810.0003	GONZALEZ ABDEL K	9040 SW 48TH STREET	MIAMI
262	541810.0002	FERNANDEZ ALEJANDRO AND BETSY	8830 NW 176TH LANE	MIAMI
263	541810.0002	ATORRESAGASTI MANUEL S & GEORGINA	100 SW 128TH AVE	PLANTATION
264	541810.0003	SANCHEZ ANDRES A & ODALYS	508 EAST 34TH STREET	HIALEAH
265	541810.0003	LABRADOR DOMINGO AND CLARA	8862 NW 142 LN	MIAMI LAKES
266	541810.0003	FALCON JOSE & DAYANA	100 SW 124TH AVE	MIAMI
267	541810.0003	LAWRENCE KENNETH AND CARLA	12340 SW 129 CT	MIAMI
268	541810.0003	CONTADOR MAXIMILLANO & MARIA	4000 SW 137 CT	MIAMI
269	541810.0003	WEBER JOHN SR & LINDA M	33 HILLCREST DRIVE	BLOOMINGDALE
270	541810.0003	MENDIOLA LORENZO & MERCY	401 OCEAN DR #820	MIAMI BEACH
271	541810.0003	ENRIQUEZ ROLANDO & ENRIQUEZ JESUS R/S	6872 SW 159TH COURT	MIAMI
272	541810.0003	BEOTO MARIO AND MARIA	PO BOX 1537	KEY LARGO
273	541810.0003	GARCIA-MOYA ESTHER L/E	12224 SW 101ST TER	MIAMI
274	541810.0003	MENENDEZ MARIO JR &	PO BOX 373312	KEY LARGO
275	541810.0003	LOPEZ ADOLFO & SILVIA F	PO BOX 8675	KEY LARGO
276	541810.0003	LEON JESUS & GRISEL	11224 SW 33 CIRCLE PLACE	MIAMI
277	541810.0003	WILLIAMS KURT A & SORAYA C	30710 S W 196TH AVE	HOMESTEAD
278	541810.0003	RODRIQUEZ TOMAS	7231 SW 139TH AVE	MIAMI

279	541810.0003	ALEJO ARIEL D AND ANDRIS	36820 5TH ST	CANAL POINT
280	541810.0003	PALACIOS RICHARD	21925 SW 125 AVE	MIAMI
281	541810.0003	IGLESIAS REINALDO & AMPARO	7483 WEST 30TH LANE	HIALEAH
282	541810.0004	ESCOBAR JAVIER	12925 SW 150 TER	MIAMI
283	541810.0003	GUILLAMA ENRIQUE & MARIA O	340 TAMIAMI CANAL ROAD	MIAMI
284	541810.0003	RAMIREZ ANGELINA (A/K/A TIRADO ANGELINA)	6092 SW 133RD PLACE	MIAMI
285	541810.0003	FONTELA MARIO & ROSA F	PO BOX 3046	KEY LARGO
286	541810.0003	CASTRO PABLO A SR AND MAYRA	325 CALUSA ST UNIT 364	KEY LARGO
287	541810.0003	GARCIA EDELMIRO A AND DUNIA LOPEZ	8814 NW 153RD TER	HIALEAH
288	541810.0003	MARRERO ANDRES & HORTENSIA &	9405 SW 156 PLACE	MIAMI
289	541810.0003	RODRIGUEZ JOEL AND GISELYS	295 N W 125TH AVE	MIAMI
290	541810.0002	GOMEZ JORGE L AND MAYDEL	12935 SW 72ND TERR	MIAMI
291	541810.0003	MCGEE RONALD P & TAMMY L	11972 ALPHA ROAD	HIRAM
292	541810.0003	KETCHUM SUSAN L	230 JAY ST #7B	BROOKLYN
293	541810.0003	DISPIRITO JAMES EDWARD AND LEXA TUMA	PO BOX 2623	MONTAUK
294	541810.0003	RAVELO ARSENIO	17345 SW 280TH ST	HOMESTEAD
295	541810.0003	VELIZ ORESTES AND SURY	P O BOX 941654	MIAMI
296	541810.0003	DE LA TORRE RAMSES	3310 SW 103 CT	MIAMI
297	541810.0003	PEREZ DALMA R &	8824 NW 110TH LANE	HIALEAH GARDENS
298	541810.0003	MARTINEZ ALFREDO	8301 NW 172 STREET	HIALEAH
299	541810.0003	ABAD MAYLENE	8240 SW 162ND ST	MIAMI
300	541810.0003	DULBERGER MICHAEL D AND JOHANNA	81 BEVERLY DR	AVON
301	541810.0004	HAWKINS ALBERT E &	7217 ATLANTIC BLVD	JACKSONVILLE
302	541810.0004	CASTILLO IOSVANY	21185 SW 244TH ST	HOMESTEAD
303	541810.0004	PEREZ MARIA T AND JORGE LUIS	16361 SW 66TH ST	MIAMI
304	541810.0003	DURAN DAISY	2305 W 68 PL	HIALEAH
305	541810.0003	SAY PEDRO AND ALEIDA	9471 LISA RD	MIAMI
306	541810.0004	QUINTERO JORGE LUIS & MONICA O	1214 W 76TH STREET	HIALEAH
307	541810.0004	DI NICOLA ALBERT A AND SHERRY A	P O BOX 460	KEY LARGO
308	541810.0004	LATOUR ALFREDO M JR AND NILDA	772 NW 129 AVE	MIAMI
309	541810.0004	REINA JUAN CARLOS & ALMA	11327 SW 161ST PL	MIAMI
310	541810.0004	EXOTIC CENTER INC	26100 SW 162 AVE	HOMESTEAD
311	541810.0003	HERNANEZ EMILIO AND NANCY A H/W	9220 SW 42 TER	MIAMI
312	541810.0003	RODRIGUEZ JANET	7439 W 22 AVENUE UNIT 210	HIALEAH
313	541810.0003	PORTAL DANILO & DIANA	3431 SW 145TH AVE	MIRAMAR
314	541810.0003	PEREZ MANUEL & MARIA C	551 E 34TH ST	HIALEAH

315	541810.0003	HERRERA DAVID	12320 SW 99 AVE	MIAMI
316	541810.0003	GARCIA TOMAS & NIJBORG-GARCIA NILDA D	6550 SCOTT ST	HOLLYWOOD
317	541810.0004	POLO PEDRO AND MARGARITA	11830 SW 91ST AVE	MIAMI
318	541810.0003	DE LA PAZ LUIS R AND MARIA E	15440 SW 47TH ST	MIAMI
319	541810.0003	VARELA MARIA C	10411 SW 146TH CT	MIAMI
320	541810.0004	DIAZ WILLIAM & SHEILA B	7872 NW 193RD TERR	MIAMI
321	541810.0004	DELGADO SIGREDO JR AND MARIA E	8090 HAWTHORNE AVE	MIAMI
322	541810.0004	MOREJON NANCY	511 EAST 44 ST	HIALEAH
323	541810.0004	MARTIN ANITA	851 - 86 ST	MIAMI
324	541810.0004	STALDER RICHARD J	1100 MANGO ISLE	FT LAUDERDALE
325	541810.0003	RUSSI-MACHADO VANESSA & MACHADO JESUS (H/W)	10700 SW 83RD AVE	MIAM
326	541810.0003	NUNEZ LUIS ALBERTO	P O BOX 140910	CORAL GABLES
327	541810.0003	LUGO OSVALDO & MARIA	325 CALUSA ST LOT 395	KEY LARGO
328	541810.0003	VIDAL DANIEL	11035 SW 51TH TER	MIAMI
329	541810.0003	GUION RODNEY L	PO BOX 47	KEY LARGO
330	541810.0004	SANCHEZ CARLOS J & CARIDAD	13641 SW 18TH STREET	MIRAMAR
331	541810.0004	HERNANDEZ PEDRO & YARMILA	3001 SW 80TH AVE	MIAMI
332	541810.0004	SPASIUK MICHAEL G JR & INGRID A	129 WEST 227TH ST	BRONX
333	541810.0004	DINICOLA ALBERT A & SHERRY A	PO BOX 460	KEY LARGO
334	541810.0004	RIOS JORGE L & HAYDEE M	14620 SW 50TH STREET	MIAMI
335	541810.0004	BELLO GUSTAVO J & CARMEN O DERKACZ (H/W)	8544 SW 102ND PLACE	MIAMI
336	541810.0004	SEBASTIAN RUBEN &	2240 S W 80TH CT	MIAMI
337	541810.0004	MARTINEZ ROSIE	3255 W FLAGLER ST	MIAMI
338	541810.0004	WINNE LISA M	325 CALUSA ST UNIT 457	KEY LARGO
339	541810.0004	JOHNSON LINDA A	206 BATH ROAD	BRUNSWICK
340	541810.0004	BARNES SOFIA	3179 W 71ST PL	HIALEAH
341	541810.0004	EGUED ANGEL & EGUED MERCEDES &	11350 SW 41ST TERRACE	MIAMI
342	541810.0004	RODRIGUEZ MAXIMO A & EMILIA	13341 NW 5TH TER	MIAMI
343	541810.0004	RAMIREZ SILVIA	201 NW BLVD	MIAMI
344	541810.0004	PADRON ANTONIO A & VIVIAN L	19990 NW 83RD CT	HIALEAH
345	541810.0004	MILZ TOMMY & BARBARA	1301 STILLWATER	MIAMI BEACH
346	541810.0003	FERNANDEZ ALEJANDRO L & BETSY C	8830 NW 176TH LANE	MIAMI
347	541810.0003	GARCIA KRISTIAN J AND ELIZABETH	6778 PACKINSONIA DR	MIAMI LAKES
348	541810.0004	DIAZ MANUEL A & MAYTE P	325 CALUSA NO 419	KEY LARGO
349	541810.0004	MICHEL ROLANDO AND OLGA	1121 SW HALEBERRY AVE	PORT ST LUCIE
350	541810.0004	RODRIGUEZ ANTONIO & ROSA M	15300 SW 307TH RD	HOMESTEAD
351	541810.0004	NUNEZ NANCY	3900 SW 56TH AVE	DAVIE

352	541810.0004	MARTINEZ MELVIS	6355 SW 30TH STREET	MIAMI
353	541810.0004	HERNANDEZ JUAN C & RAQUEL	15051 SW 63RD TERR	MIAMI
354	541810.0004	LUIS JUAN & ADELAIDA	19650 SW 214TH STREET	MIAMI
355	541810.0004	NOSTI OSCAR	7315 SW 39TH ST	MIAMI
356	541810.0004	CALUSA 483 LLC	14671 SW 136TH PL	MIAMI
357	541810.0004	MEYERS RONALD D AND GIPSY S	20038 NW 65 CT	HIALEAH
358	541810.0004	DE LA PAZ FRANCISCO	16600 NW 54TH AVE UNIT 3	MIAMI
359	541810.0005	PARDAL SERIGO O AND TANIA M	325 CALUSA ST UNIT 526	KEY LARGO
360	541810.0004	DELGADO SIGFREDO JR & MARIE E	8090 HAWTHORNE AVE	MIAMI BEACH
361	541810.0004	BOLUFE ANA C	325 CALUSA ST UNIT 460	KEY LARGO
362	541810.0004	RODRIGUEZ RODRIGUEZ AND ROSA	15101 FALKIRK PL	MIAMI LAKES
363	541810.0004	VALDES RICARDO & SUSANA	13771 S W 75TH ST	MIAMI
364	541810.0004	ARTAYETA CARLOS & EILEEN	12930 SW 107 TERR	MIAMI
365	541810.0004	VALDES LUIS	7981 NW 196TH TER	MIAMI LAKES
366	541810.0004	HERRERA FRANK	1284 W 79TH ST	MIAMI
367	541810.0004	SUAREZ MIGUEL & DINORAH	4901 SW 135TH COURT	MIAMI

		Alternate Key	Legal Description
			Calusa Campground A Condominium Unit, with 1/367 of Common Elements
FL	33175	8954903	UNIT 90
FL	33155	8956454	UNIT 120
FL	33172	8956465	UNIT 121
FL	33027	8956630	UNIT 206
NY	12852-2418	8956707	UNIT 213
NH	3234	8956850	UNIT 226
FL	33182	8956608	UNIT 204
FL	33265-1364	8956795	UNIT 221
FL	32696	8954045	UNIT 2
FL	33187	8954441	UNIT 52
FL	32696	8954056	UNIT 3
FL	33134	8954309	UNIT 40
FL	33193	8954474	UNIT 54
FL	33175	8954540	UNIT 58
FL	33155	8954408	UNIT 49
FL	33016	8954452	UNIT 53
FL	33010	8958907	UNIT 467
FL	33165	8958940	UNIT 470
FL	33023	8959105	UNIT 487
FL	33193	8959127	UNIT 489
FL	33185	8959193	UNIT 494
FL	33037	8959292	UNIT 504
FL	33016	8958225	UNIT 405
FL	33023	8958423	UNIT 423
FL	32696	8954199	UNIT 17
FL	33185	8954562	UNIT 60
FL	32696	8954144	UNIT 12
FL	32696	8954232	UNIT 20
FL	33175	8954254	UNIT 35
FL	33155	8954342	UNIT 43
FL	33055	8958192	UNIT 402

FL	33037	8958214	UNIT 404
FL	32696	8954221	UNIT 19
FL	33166	8954243	UNIT 34
FL	33156	8954287	UNIT 38
FL	33175	8954298	UNIT 39
FL	33185	8954397	UNIT 48
FL	33155	8954738	UNIT 75
FL	33166	8954749	UNIT 76
FL	33018	8954859	UNIT 86
FL	33014	8957059	UNIT 254
FL	33156	8957158	UNIT 302
FL	33010-3055	8957290	UNIT 313
MI	49267	8957389	UNIT 322
FL	33015	8957466	UNIT 330
FL	33012	8957532	UNIT 339
FL	33186	8957587	UNIT 344
FL	33055	8957675	UNIT 352
FL	33325	8958357	UNIT 417
FL	33013	8958610	UNIT 440
FL	33173	8958808	UNIT 458
FL	33173	8958819	UNIT 459
FL	33026	8958841	UNIT 461
FL	33175	8959116	UNIT 488
FL	33037	8959402	UNIT 514
FL	33012	8958434	UNIT 424
FL	33014	8958775	UNIT 455
FL	33013	8958918	UNIT 468
FL	33015	8958929	UNIT 469
FL	33002-8287	8959182	UNIT 493
FL	33013	8959248	UNIT 499
FL	33014-3446	8957642	UNIT 349
FL	33176	8957785	UNIT 361A
FL	33037	8957950	UNIT 375
FL	33186	8954969	UNIT 96
FL	33144	8956432	UNIT 118
FL	33012	8956597	UNIT 203

FL	32696	8954111	UNIT 8
FL	33165	8954276	UNIT 37
FL	33186	8954320	UNIT 41
FL	33185	8954507	UNIT 55
FL	33134-1007	8954650	UNIT 68
FL	33330	8954881	UNIT 88
FL	33186	8954958	UNIT 95
FL	32696	8954034	UNIT 1
FL	32696	8954155	UNIT 13
FL	32696	8954177	UNIT 15
FL	32696	8954188	UNIT 16
QUEBEC CANADA	J6X4S5	8954386	UNIT 47
FL	33196	8954595	UNIT 63
FL	33140	8958203	UNIT 403
FL	33018	8958852	UNIT 462
FL	33172	8959050	UNIT 482
FL	33018	8959171	UNIT 492
FL	33037	8959358	UNIT 510
FL	33015	8959369	UNIT 511
FL	33014	8959435	UNIT 517
FL	33018	8959479	UNIT 521
FL	32696	8954089	UNIT 6
FL	32696	8954210	UNIT 18
FL	33037	8954364	UNIT 45
FL	33037	8954419	UNIT 50
FL	33187	8954518	UNIT 56
FL	33037	8954529	UNIT 57
FL	32696	8954133	UNIT 10
FL	32696	8954166	UNIT 14
FL	32696	8958566	UNIT 436
FL	33062	8958577	UNIT 437
FL	33165	8958599	UNIT 439
FL	33037	8958643	UNIT 443
FL	33015	8958687	UNIT 447
FL	33182	8959160	UNIT 491
FL	33156	8959237	UNIT 498

FL	33024	8959413	UNIT 515
FL	33013	8954265	UNIT 36
FL	33055	8954617	UNIT 65
FL	33037	8954760	UNIT 77
FL	32696	8954067	UNIT 4
FL	32696	8954078	UNIT 5
FL	33173	8954430	UNIT 51
FL	33184	8954551	UNIT 59
FL	33037	8954584	UNIT 62
FL	33185	8959556	UNIT 528
FL	33145	8958511	UNIT 431
FL	33175	8959072	UNIT 484
FL	32696	8954100	UNIT 7
FL	33012	8959567	UNIT 529
FL	33026	8959391	UNIT 513
FL	33183	8959468	UNIT 520
FL	32696	8954122	UNIT 9
FL	33135	8954628	UNIT 66
FL	33196	8954639	UNIT 67
FL	33031	8956685	UNIT 211
FL	33158-1720	8956916	UNIT 232
FL	33165	8957070	UNIT 255
FL	33155	8957114	UNIT 259
FL	33176	8957147	UNIT 301
FL	33013	8957169	UNIT 303
FL	33186	8954331	UNIT 42
FL	33037	8954353	UNIT 44
FL	33166	8954375	UNIT 46
FL	33155	8954606	UNIT 64
FL	33196	8954815	UNIT 82
FL	33037	8959094	UNIT 486
FL	33155	8959226	UNIT 497
FL	33185	8959446	UNIT 518
FL	33187	8957565	UNIT 342
FL	33055	8954573	UNIT 61

PA	15205	8954727	UNIT 74
FL	33185	8954771	UNIT 78
FL	33014	8954782	UNIT 79
FL	33172	8956443	LOT 119
FL	33015	8956476	UNIT 122
FL	32708	8954683	UNIT 71
FL	33029	8958445	UNIT 425
FL	33023	8958709	UNIT 449
FL	33155	8958764	UNIT 454
FL	33165	8958885	UNIT 465
FL	33185	8958995	UNIT 475
FL	33016	8959259	UNIT 501
FL	33037	8959270	UNIT 502
FL	33037	8959325	UNIT 507
FL	33177	8954914	UNIT 91
FL	33470	8955002	UNIT 99
FL	33172-1346	8956509	UNIT 124
FL	33018	8956729	UNIT 215
FL	33193	8954826	UNIT 83
FL	33175	8954947	UNIT 94
IL	60475-5654	8954991	UNIT 98
FL	33155	8956498	UNIT 123
FL	33177	8956520	UNIT 125
FL	33155	8954716	UNIT 73
FL	33187	8954804	UNIT 81
NJ	8742	8956806	UNIT 222
PA	15237	8956817	UNIT 223
FL	33126	8956982	UNIT 248
FL	33174	8954705	UNIT 72
FL	33182	8954837	UNIT 84
FL	33332	8957708	UNIT 355
FL	33018	8957840	UNIT 365
NY	13039	8957928	UNIT 373
FL	33012	8958071	UNIT 384
FL	33037	8957180	UNIT 304

FL	33145	8957367	UNIT 320
FL	33156	8957411	UNIT 324
FL	33013	8957488	UNIT 332
FL	33037	8959336	UNIT 508
FL	33186	8959490	UNIT 522
FL	33037	8959501	UNIT 523
FL	33013	8959545	UNIT 527
FL	33141	9077446	UNIT 329
FL	32696	9077442	UNIT 11
FL	33144	8959578	UNIT 530
FL	33125	8959347	UNIT 509
FL	33031	8959380	UNIT 512
FL	33175	8959424	UNIT 516
FL	33145	8959512	UNIT 524
FL	33187	8959523	UNIT 525
FL	33126	8959457	UNIT 519
FL	33144	8956399	UNIT 117
FL	33186	8954925	UNIT 92
FL	33172	8955013	UNIT 114
CA	95368	8956861	UNIT 227
FL	33182	8957224	UNIT 307
FL	33173	8957257	UNIT 310
FL	33037	8954672	UNIT 70
FL	33193	8954892	UNIT 89
FL	33184	8956564	UNIT 200
FL	33172	8956531	UNIT 126
FL	33157	8956762	UNIT 218
NJ	08742-3431	8956993	UNIT 249
PA	16509	8957015	UNIT 251
FL	33187	8957092	UNIT 257
FL	33174	8957191	UNIT 305
FL	33175	8958720	UNIT 450
FL	33175	8959149	UNIT 490
FL	33027	8957235	UNIT 308
FL	33018	8957334	UNIT 317
FL	33186	8957422	UNIT 325

FL	33196	8957510	UNIT 334
FL	33145	8958027	UNIT 379
FL	33037	8957004	UNIT 250
FL	33031	8957103	UNIT 258
FL	33170	8957213	UNIT 306
FL	33037	8957279	UNIT 312
FL	33131	8954793	UNIT 80
FL	33012	8954848	UNIT 85
FL	33012	8954936	UNIT 93
FL	33173	8955024	UNIT 115
FL	33177	8956388	UNIT 116
FL	34135	8956586	UNIT 202
IA	51355	8956674	UNIT 210
FL	33015-2325	8954870	UNIT 87
IL	60475	8954980	UNIT 97
FL	33035	8956619	UNIT 205
FL	33002-2427	8956652	UNIT 208
FL	33018	8956696	UNIT 212
FL	33175-2034	8956773	UNIT 219
FL	33037	8956828	UNIT 224
FL	33155	8956663	UNIT 209
FL	34984	8956740	UNIT 216
FL	33014	8956784	UNIT 220
TX	77399	8956872	UNIT 228
FL	33037	8956905	UNIT 231
NY	12144	8956927	UNIT 233
FL	33175	8957301	UNIT 314
FL	33185	8956751	UNIT 217
FL	33184	8956883	UNIT 229
FL	33173	8956960	UNIT 246
FL	33174	8956971	UNIT 247
FL	33037	8957048	UNIT 253
FL	33193	8957499	UNIT 333

FL	33165-2818	8957554	UNIT 341
FL	33125	8957620	UNIT 347
FL	33027	8957631	UNIT 348
FL	33172	8957686	UNIT 353
FL	33175	8957026	UNIT 252
FL	33016	8957081	UNIT 256
FL	33196	8957312	UNIT 315
FL	33018	8957477	UNIT 331
FL	33031	8957906	UNIT 371
FL	33016	8956575	UNIT 201
FL	33187	8956641	UNIT 207
FL	33037	8956839	UNIT 225
FL	33175	8956938	UNIT 234
FL	33175	8957125	UNIT 260
FL	33125	8957268	UNIT 311
FL	33175	8957444	UNIT 327
CT	6478	8954661	UNIT 69
FL	33181	8957994	UNIT 378
FL	33165	8958049	UNIT 381
FL	33018	8956718	UNIT 214
FL	33325	8956894	UNIT 230
FL	33013	8957246	UNIT 309
FL	33018	8957345	UNIT 318
FL	33184	8957356	UNIT 319
FL	33186	8957433	UNIT 326
FL	33175	8957521	UNIT 338
NJ	7403	8957378	UNIT 321
FL	33139	8957741	UNIT 358
FL	33193	8957763	UNIT 360
FL	33037	8957961	UNIT 376
FL	33186-2517	8958038	UNIT 380
FL	33037	8958093	UNIT 386
FL	33037	8958181	UNIT 401
FL	33165	8957323	UNIT 316
FL	33030	8957543	UNIT 340
FL	33183	8957598	UNIT 345

FL	33438	8957664	UNIT 351
FL	33170	8957730	UNIT 357
FL	33018	8958236	UNIT 406
FL	33186	8958346	UNIT 416
FL	33144	8957576	UNIT 343
FL	33183-5170	8957653	UNIT 350
FL	33037-8046	8957719	UNIT 356
FL	33037	8957829	UNIT 364
FL	33018	8957851	UNIT 366
FL	33196	8957873	UNIT 368
FL	33182	8957972	UNIT 377
FL	33183	8956949	UNIT 245
OH	44234	8957400	UNIT 323
NY	11201-1910	8957455	UNIT 328
NY	11954	8957796	UNIT 361B
FL	33031	8957895	UNIT 370
FL	33194	8957939	UNIT 374
FL	33165	8958104	UNIT 387
FL	33018	8957697	UNIT 354
FL	33015	8957752	UNIT 359
FL	33157	8957807	UNIT 362
CT	6001	8958126	UNIT 392
FL	32211	8958291	UNIT 411
FL	33031	8958467	UNIT 427
FL	33193	8958588	UNIT 438
FL	33016	8957609	UNIT 346
FL	33157	8958115	UNIT 388
FL	33014	8958313	UNIT 413
FL	33037	8958401	UNIT 421
FL	33182	8958478	UNIT 428
FL	33196	8958489	UNIT 429
FL	33031	8958500	UNIT 430
FL	33165	8957818	UNIT 363
FL	33016	8957862	UNIT 367
FL	33127	8957884	UNIT 369
FL	33013	8957917	UNIT 372

FL	33176	8958060	UNIT 382
FL	33024	8958148	UNIT 394
FL	33176	8958302	UNIT 412
FL	33185	8957774	UNIT 361
FL	33186	8958280	UNIT 410
FL	33015	8958324	UNIT 414
FL	33141	8958665	UNIT 445
FL	33013	8958698	UNIT 448
FL	33016	8958753	UNIT 453
FL	33315	8958786	UNIT 456
FL	33156	8958082	UNIT 385
FL	33114	8958137	UNIT 393
FL	33037	8958159	UNIT 395
FL	33165	8958170	UNIT 396
FL	33037	8958269	UNIT 409
FL	33027	8958335	UNIT 415
FL	33155	8958368	UNIT 418
NY	10463	8958390	UNIT 420
FL	33037	8958412	UNIT 422
FL	33175	8958533	UNIT 433
FL	33173	8958544	UNIT 434
FL	33155	8958555	UNIT 435
FL	33135-1168	8958676	UNIT 446
FL	33037	8958797	UNIT 457
ME	4011	8958456	UNIT 426
FL	33166	8958621	UNIT 441
FL	33165	8958731	UNIT 451
FL	33182-1623	8958742	UNIT 452
FL	33126-4152	8958874	UNIT 464
FL	33015	8958962	UNIT 472
FL	33141	8958984	UNIT 474
FL	33018	8958247	UNIT 407
FL	33014	8958258	UNIT 408
FL	33037	8958379	UNIT 419
FL	34953	8958522	UNIT 432
FL	33030	8958632	UNIT 442
FL	33314	8959083	UNIT 485

FL	33155	8959281	UNIT 503
FL	33193	8959006	UNIT 476
FL	33187	8959028	UNIT 478
FL	33155	8959039	UNIT 481
FL	33186	8959061	UNIT 483
FL	33015	8959215	UNIT 496
FL	33014	8959303	UNIT 505
FL	33037	8959534	UNIT 526
FL	33141	8958654	UNIT 444
FL	33037	8958830	UNIT 460
FL	33016	8958896	UNIT 466
FL	33183	8958973	UNIT 473
FL	33186	8959017	UNIT 477
FL	33015-6340	8959204	UNIT 495
FL	33014	8959314	UNIT 506
FL	33175	8958863	UNIT 463

2

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (Agreement) is binding on the "Effective Date" as set forth herein between **MONROE COUNTY**, a political subdivision of the State of Florida (Monroe County), and **CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.**(the "Association").

W I T N E S S E T H :

WHEREAS, the Association operates the condominium known as Calusa Campground Condominium ("Calusa") located in Key Largo, Monroe County, Florida, at mile marker 101 of US Highway 1 fronting on the bay side (the "Property"), the legal description of which is contained in Exhibit A – Survey of the Calusa Campground Property, attached hereto and made a part hereof (the "Survey"); and

WHEREAS, Calusa is a gated RV park with a managing entity responsible for evacuation,

WHEREAS, Calusa consists of three hundred sixty-seven (367) units as shown in the as-built survey attached hereto as Exhibit A, and which are duly recognized by Monroe County according to the Settlement Agreement which is attached hereto as Exhibit B; and

WHEREAS, Calusa includes seasonal residential units and sites for recreational vehicles, together with amenities including marina, tennis courts, basketball courts, recreation building, boat ramp, boat trailer parking, open space, and administrative offices; and

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

WHEREAS, Monroe County has duly adopted Ordinance No. 001-2008, attached hereto as Exhibit C, which permits seasonal residential units in the Recreational Vehicle Zoning District in accordance with an approved development agreement; and

WHEREAS, Exhibit D contains an agreed upon comprehensive listing including (1) any alleged code enforcement violations in Calusa pending as of the date of this Agreement; and (2) the after-the-fact permits required to resolve the code enforcement violations not otherwise addressed by this Agreement ("After the Fact Permits"); and

WHEREAS, only ten (10) of the alleged code violations are Life, Safety, or Fire related, a list of which is attached hereto as Exhibit E (the "Safety violations"); and

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

WHEREAS, this Agreement, among other things, is intended to and shall constitute a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Section 163.3223, *et seq.,* Florida Statutes.

WHEREAS, both Monroe County and Calusa recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require a public

hearing in front of both the Planning Commission and the Board of County Commissioners for consideration of a Development Agreement; and

WHEREAS, Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives, and policies of the Monroe County Year 2010 Comprehensive Plan (the "Comprehensive Plan"), which contains objectives and policies that seek to reduce the frequency of uses inconsistent with the Land Development Regulations and the Future Land Use Map (Objective 101.8).

NOW THEREFORE, the parties do hereby agree as follows:

I. PURPOSES

The purposes of this Agreement are as follows:

A. To agree on a phased program of remedial actions and condominium improvements to achieve compliance for all three hundred sixty-seven (367) units with the requirements of the Monroe County Code and the RV zoning district as adopted pursuant to Ordinance 001-2008.

B. To allow Calusa to retain, pursuant to the terms of this Agreement, the legally non-conforming, conforming, or accessory to a permitted use structures, established or in existence on the property on the date of the execution of this Agreement, except as otherwise set forth in Section (I)(C).

C. To require applications for after the fact permits to resolve the Safety Violations set forth in Exhibit E within 90 days of the execution of this Agreement.

D. To allow for the continued existence of the clubhouse, marina building, office building, pool, bathrooms, boat ramp, docking facilities for 80 boat slips, common area docking facilities, and club establishments as conforming accessory uses.

II. AGREEMENT REQUIREMENTS

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

A. Legal Description and Ownership. The legal description for the Property subject to this Agreement is set forth in Exhibit A. This Property is subject to condominium ownership, in accordance with the Declaration of Condominium and all amendments thereto.

B. Duration of Agreement. This Agreement shall remain in effect for twenty (20) years from its effective date as defined herein, but may be extended by mutual consent of the parties and approval at a public hearing, in accordance with Florida Statutes Section 163.3229 (2007). For the duration of this Agreement, the parties agree that any development shall comply with and be controlled by this Agreement, the Land Development Regulations, and the Comprehensive Plan governing the development of the land in effect on the date of execution of this Agreement, in accordance with Section 163.3220, Florida Statutes.

C. Permitted Uses.

1. In accordance this Agreement and with the Recreational Vehicle Zoning district, as adopted in Ordinance 001-2008, the permitted uses for Calusa include, but are not limited to the following uses:
   a. Recreational vehicles, as defined in Monroe County Code Section 9.5-4(R-6);
   b. Park Models and/or Mobile Homes, as defined in Monroe County Code Section 9.5-4(M-15), tied down in accordance with local and state law;
   c. Detached dwellings, as defined in Monroe County Code Section 9.5-4(D-26)
   d. Zero lot line dwellings, as defined in Monroe County Code Section 9.5-4(D-23)
   e. Accessory buildings and structures for each unit, including, but not limited to, screen rooms, sheds, carports, and other structures as permitted by Monroe County.
   f. Amenities, including the recreational and maintenance facilities, resort offices, bath houses, club and docking facilities including 80 boat slips, wastewater treatment plant, and boat/trailer parking as shown on Exhibit A.
2. The unit density is 13 units per gross acre for the 367 lawfully established units.

3. Total acreage of the site is 28.34 acres.

D. Public Facilities. There are no impacts on public facilities, since the number of lawfully existing units is not increased by approval and application of this Agreement. However, nothing in this Agreement shall be construed to prohibit an increase in the number of units through future development approvals.

1. The Florida Keys Aqueduct Authority provides domestic potable water to the Property.
2. Electric service is provided by Florida Keys Electric Cooperative to the Property.
3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. Calusa shall provide wastewater, treatment and sewage collection and disposal to the Property via onsite systems, which will be upgraded to 2010 standards as may be required by law if no community wide system is available by 2010.

E. Reservation or Dedication of Land. There is no reservation or dedication of land for public purpose contemplated by this Agreement.

F. **Seasonal Residential Units.** The Site Plan, attached as Exhibit F, depicts the units that are designated transitional recreational vehicle units. All units which are not designated transitional recreational vehicle units on the Site Plan are permitted to use the unit as an RV space, provided the Recreational Vehicle meets all requirements of the Monroe County Code, including road readiness. All units which are designated transitional recreational vehicle units will be permitted to use the unit as an RV space in accordance with all requirements of the Monroe County Code, until the unit is converted to a permanent structure in accordance with this Agreement.

G. **Legal Non-Conformities.**

1. All structures in accordance with the Recreational Vehicle Zoning district, as adopted in Ordinance 001-2008, or otherwise permitted by Monroe County shall be deemed legal as of the date of this Agreement. Except for the After the Fact Permits set forth in Exhibit D, no further permits shall be required for these legally existing structures.
2. All other existing structures on the Property as of the date of this Agreement are deemed legally non-conforming.
3. All permits required to address the existing code enforcement violations are as set forth in Exhibit D, and no additional permits shall be necessary to address the existing code enforcement violations as of the date of this Agreement. All structures which are the subject of the After the Fact Permits set forth in Exhibits D and E shall be deemed legal by the issuance of the permits as set forth in this Agreement.
4. All code enforcement violations for Calusa pending in Monroe County as of the date of this Agreement, shall be dismissed and of no further force and effect. Subsequent code enforcement action for the same violations addressed in Exhibit D and through the terms of this Agreement shall be barred.

H. **Development Standards.** The following development standards shall only apply to units which are converted to permanent structures in accordance with this Agreement:

1. The Development Plan shall insure that the configuration of manufactured homes meets the separation requirement of NFPA 501A - Standard for Fire Safety Criteria for Manufactured Home Installations, Sites and Communities to the maximum extent practicable without the removal of units.2.Building height for all permanent structures shall be limited to 45 ft. from established grade.3. The setbacks for all permanent structures shall be as follows:
    - (i) Shoreline Setback. 10 ft from the Mean High Water line for all altered and unaltered shorelines on the Property.
    - (ii) Interior Side Setback.
        - (a) 2.5 feet from the property line for structures with no windows on the side facing the interior property line;

(b) 2.5 feet from the property line for structures with glass block windows on the side facing the interior property line;

(c) 5 feet from the property line for structures with windows facing the interior property line.

(iii) Exterior Side Setbacks. 2.5 feet from the property line.

(iv) Front Setbacks. 5 feet from the property line.

(v) Rear Setbacks. 5 feet from the property line.

4. All habitable permanent structures constructed after the effective date of this Agreement shall be elevated above the base flood elevation.

I. Permitting Plan.

1. All after the fact applications to address the Safety violations set forth in Exhibit E shall be submitted within 90 days of the Effective Date of this Agreement.
2. All other applications for permits required in Exhibit D shall be submitted within 180 days of the Effective Date of this Agreement.
3. All Permits required for roads, fire suppression, storm water, landscaping, utility relocations, and other community facilities or improvements shall be applied for by Calusa or its individual unit owners, pursuant to this Agreement.
4. In regard to the submittal of permit applications to bring lots into compliance, both parties recognize that the time requirements under the Florida Building Code for the processing of permit applications by Monroe County's Building Department may not be strictly adhered to in order to: allow Monroe County staff sufficient time to properly review and approve all these applications, given the submittal deadlines for applications; and, to provide greater flexibility to Calusa and its individual unit owners in meeting the compliance schedule.
5. All units designated transitional recreational vehicle units shall obtain a building permit to construct the permanent structure within 10 years of the Effective Date of this Agreement. Prior to conversion to a permanent structure, the unit shall be used an RV space in accordance with all requirements of the Monroe County Code.

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

1. The Monroe County Land Development Regulations in effect on the effective date of this Agreement shall apply to Calusa, except as otherwise provided for in this Agreement.
2. Lot owners delinquent on payment of the Monroe County license tax pursuant to Section 320.08 Florida Statutes, shall be required to pay in full

any outstanding balance and delinquent fees to the Monroe County Office of Tax Collector prior to issuance of any permit under this Agreement.

K. **Evacuation.** Calusa shall be construed as a community of transient units for purposes of evauation orders, and shall be required to evacuate in accordance with the directives issued for transient units. The managing entity of Calusa shall ensure strict compliance with all evacuation orders issued by Monroe County.

L. **Impact Fees.** Application for permits in accordance with this Agreement shall not be construed to require additional impact fees.

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

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

1. Notice. Upon Calusa's material breach of the terms and conditions of this Agreement, Monroe County shall serve written notice on and shall provide Calusa the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Monroe County shall allow Calusa an opportunity to cure the breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by Monroe County and Calusa. If an individual unit designated transitional recreational vehicle unit fails to obtain a building permit to convert to a permanent structure in accordance with this Agreement, the County shall have the right to pursue code enforcement action against the individual unit. Such failure by an individual unit to obtain building permits in accordance with this Agreement shall not constitute a breach of this Agreement, but shall only entitle the County to pursue code enforcement action against the individual unit.

2. Code Enforcement. If an individual unit fails to obtain the After the Fact Permits as set forth in Exhibits D and E, the County shall have the right to pursue code enforcement action against the individual unit for the violations set forth in Exhibits D and E. Such failure by an individual unit to obtain After the Fact Permits as set forth in Exhibits D and E shall not constitute a breach of this Agreement, but shall only entitle the County to pursue code enforcement action against the individual unit for the violations set forth in Exhibits D and E.

3. Amendment or Termination. The parties hereto shall at all times adhere to the terms and conditions of this Agreement. Amendment, termination, extension, or revocation of this Agreement shall be made in accordance with the notification and procedural requirements set forth herein.

   (a) Amendments to this Agreement shall subject Calusa to the laws and policies in effect at the time of the amendment only if the conditions of Section 163.3233(2), Florida Statutes, are met.
   (b) No modifications, extensions, amendments, or alterations of the terms or conditions contained herein shall be effective unless contained in a written document approved and executed by Monroe County and Calusa.
   (c) Amendment or termination shall require at least two (2) public hearings. The hearings shall be held pursuant to an application filed with Monroe County by the party seeking to amend or terminate this Agreement, along with the requisite filing fee. Notice of public hearing shall be in accordance with Monroe County ordinances and Florida Statutes.

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

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

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

Q. **Reservation of Rights**. This Agreement shall not affect any rights which may have accrued to any party to this Agreement under applicable law. Each of the County and Calusa reserves any and all such rights. All approvals referenced in this Agreement are subordinate to compliance with all applicable laws, codes, and land development regulations and permits, except to the extent otherwise provided for in this Agreement.

R. **No Permit**. This Agreement is not and shall not be construed as a Development Permit, Development Approval or authorization to commence development, nor shall it relieve Calusa of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement.

S. **Good Faith; Further Assurances; No Cost.** The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement. The parties agree to execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the County's police power or actions of the County when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the party co-operating, reviewing or undertaking the effort shall, nonetheless, bear its cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of its counsel.

T. **Successors and Assigns.** This Agreement shall constitute a covenant running with the land, which shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

U. **Joint Preparation**. This Agreement has been drafted with the participation of the County and Applicant and their counsel, and shall not be construed against any party on account of draftsmanship. The captions of each article, section and subsection contained in this Agreement are for ease of reference only and shall not affect the interpretational meaning of this Agreement. Whenever the term "included" is used in this Agreement, it shall mean that the included items, or terms are included without limitation as to any other items or terms which may fall within the listed category.

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

The address of Monroe County shall be:

County Administrator
1100 Simonton Street
Room 2-205
Key West, Florida 33040

Assistant County Attorney

The address of Calusa Campground Condominium Association, Inc. shall be:

Manuel Lopez, President
Calusa Campground Condominium Association, Inc.
325 Calusa Street
Key Largo, Florida 33037

Santiago D. Echemendia, Esq.
Tew Cardenas, LLP
1441 Brickell Avenue
Four Seasons Tower, 15th Floor
Miami, Florida 33131-3407

W. **Force Majeure**. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearing, shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage. In order to avail itself of this force majeure provision, the party invoking the same shall provide the other party with a written notice that shall consist of a recitation of all events that constitute force majeure events under this Section 28, together with the beginning and ending dates of such events.

X. **Construction.**

1. This Agreement shall be construed in accordance and with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this

Agreement shall not be more strictly construed against any one of the parties hereto.

2. In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

3. All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

Y. **Omissions.** The parties hereto recognize and agree that the failure of this Agreement to address a particular permit, condition, terms, or restriction shall not relieve either party of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction notwithstanding any such omission.

Z. **Jurisdiction and Governing Law.** The parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Monroe County, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida.

AA. **Litigation.** In the event of any litigation between the parties under this Agreement for a breach hereof, the prevailing party shall be entitled to attorney's fees and costs through the conclusion of any appellate proceedings.

BB. **Time of Essence.** Time shall be of the essence for each and every provision hereof.

CC. **Entire Agreement.** This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. This Agreement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought and subject to the requirements for the amendment of development agreements in the Act.

DD. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Note: This paragraph is provided for informational purposes pursuant to Section 404.056(7), Florida Statutes (2002).

EE. **Counterparts.** This Agreement may be executed (including by facsimile) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

FF. **Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all parties. Calusa agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section. The provisions hereof shall remain in full force and effect during the term hereof and shall be binding upon all successors in interest to the parties to this Agreement. Whenever an extension of any deadline is permitted or provided for under the terms of this Agreement, at the request of either party, the other parties shall join in a short-form recordable memorandum confirming such extension that shall be recorded in the Public Records of Monroe County.

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

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

II. **Effective Date.** The effective date of this Agreement is 30 days after the duly signed and recorded Agreement is received by the Florida Department of Community Affairs pursuant to Chapter 380, Fla. Statutes.

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

APPROVAL OF CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.

Signed, sealed, and delivered
in the presence of:

CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.

_____
Print Name_____

By:_____
Manuel Lopez
Title: President

_____
Print Name_____

Dated:_____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2008, by _____. He/she is personally known to me

or produced _____ as identification and did not take an oath.

_____
Notary Public

_____
Printed name

My commission expires

[Signatures continue on next page]

APPROVAL OF MONROE BOARD OF COUNTY COMMISSIONERS

On this _____ day of _____, 2008, Monroe County Board of County Commissioners approved this Agreement by Monroe County Board of County Commissioners Resolution No. _____.

ATTEST:

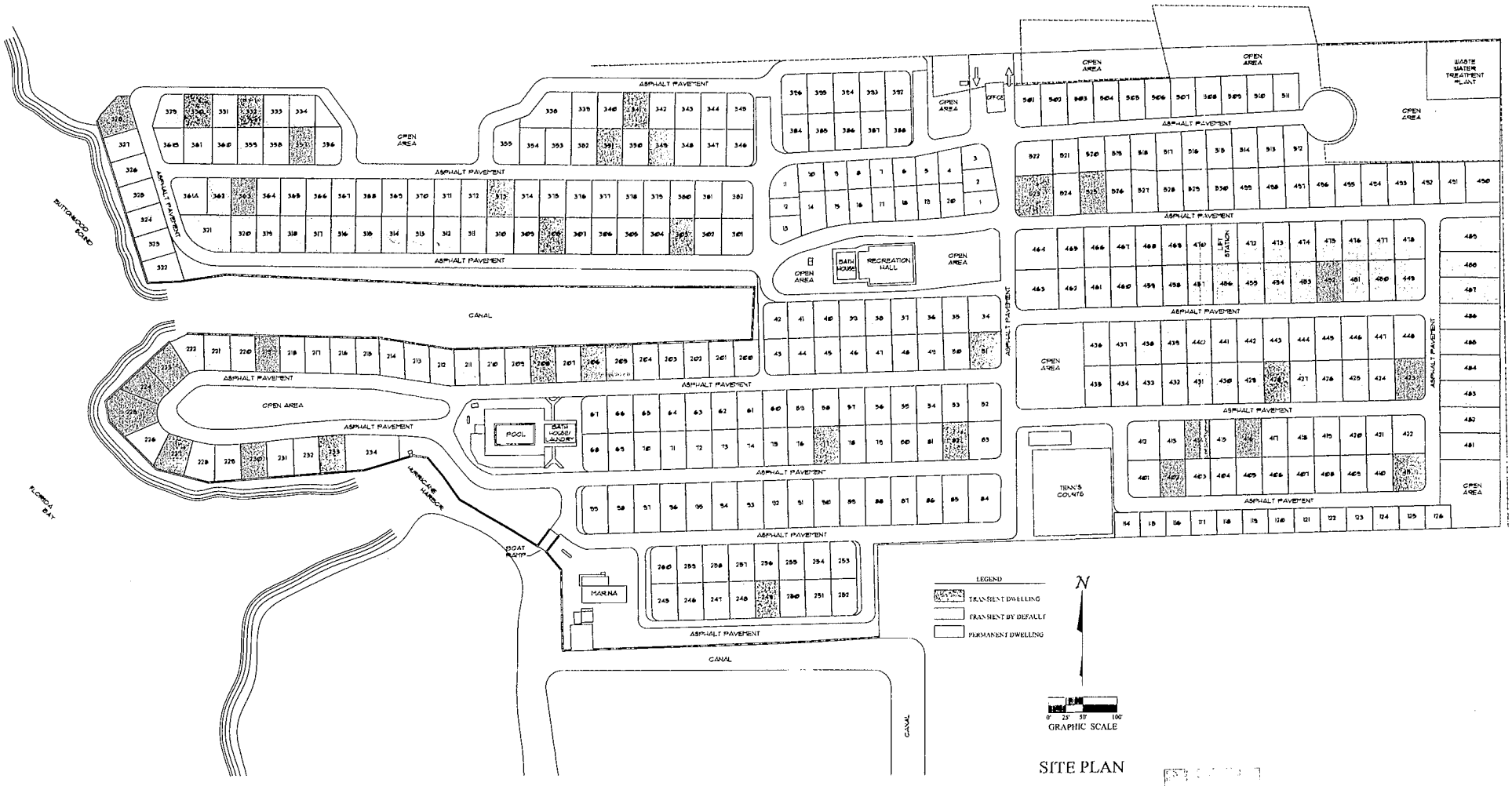
MONROE COUNTY, FLORIDA

_____ _____

COUNTY CLERK By: MAYOR

"A"

Exhibit A- As Built survey and Legal Description



SITE PLAN

JUL 30 2008

Owner Information:
Campground Condominium Association, Inc.
325 Calusa Key Largo, Florida
(305) 451-0232

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF J. BONFILL & ASSOCIATES, INC., AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF J. BONFILL & ASSOCIATES, INC.

REVISIONS	BY

CALUSA CAMPGROUND
KEY LARGO RESORT AND MARINA

SHEET 1 OF 1

Date:	07-24-08
Job:	CALUSA CAMP
Drawn:	H.F.
Checked:	J.D.G.

Jacqueline Bonfill Gee 07-24-08

J. Bonfill & Associates, Inc.
9360 S.W. 72nd Street Suite 265
Miami, Florida 33173 (305) 598-8383
Registered Architects AA C002050
Jacqueline Bonfill Gee AR0013685

"B"

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of March, 2007, by and between Monroe County, Florida, a political subdivision of the State of Florida, hereinafter ("County"), and the Eager Family Limited Partnership, LP, a Florida Limited Partnership, hereinafter ("Eager").

WITNESSETH:

A. WHEREAS, on or about February 6, 2006, Eager appealed the decision of the County's Planning Director and the County's Planning Staff determining that the Calusa Campground Condominium Association Property ("Calusa Property") needed to be platted; and

B. WHEREAS, the current Land Use Designation for the Calusa Property is "RV"; and

C. WHEREAS, on or about February 6, 2006, Eager appealed the decision of the County's Planning Department which alleged that certain Recreational Vehicle Site Condominium Units ("Units") within the Calusa Property are subject to the regulations in the Monroe County Code ("Code") which require that specific buffer areas be provided; and

D. WHEREAS, on or about February 6, 2006, Eager appealed the alleged violations ("Violations") of the Monroe County Code issued by the County to several owners of Units within the Calusa Property; and

E. WHEREAS, the above appeals filed by Eager are currently pending before the County's Planning Commission; and

F. WHEREAS, County and Eager mutually desire to effect a resolution for any and all land use and code enforcement matters regarding the Calusa Property, including, but not limited to, the appeal of the County's platting determination, the appeal of the County's buffer area violation allegations and the appeal of the purported violations issued by the County concerning existing building and Code Violations at the Calusa Property; and

G. WHEREAS, there is a dispute about the platting requirement for this RV Park, its sites and the buffer yard/space requirements;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Eager hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference as if set out in full in the body of this instrument.

2. PLATTING. The recorded Site Plan of the Calusa Property dated May 4, 2001 and recorded in Official Records Book 2031, Pages 1921-28 of the County's Public Records is hereby approved and acknowledged as the Calusa Property Site Plan ("Plan") for all purposes going forward. The County hereby acknowledges and covenants that it will not request or

otherwise require that Eager, the owners of Units within the Calusa Property, or the duly formed association representing the owners, plat or replat the Calusa Property so long as the Calusa Property, or any portion thereof, is used according to its current land use designation. The County further acknowledges and agrees that the buffer yard/area requirements in the Monroe County Code are satisfied and met for all purposes for the current use.

2. RECOGNIZED UNITS. The County hereby acknowledges and agrees the Calusa Property contains Three Hundred Sixty-Seven (367) Condominium Units, all of which are shown on the Plan and all of which may be used for any purpose permitted under the Code in effect as of the date of this Agreement, which Code may be modified from time to time.

3. BUFFERING MATTERS.

a. It is understood and agreed that Eager does not agree or admit in any way that buffer yards or areas are required for the subject Units or other areas in or about the condominium, its Units and common areas. This agreement is entered into by Eager solely as a settlement for convenience to resolve all of the issues relating to the condominium between Eager and Monroe County.

b. Eager agrees to donate Nine and Thirty-Two Hundredths (9.32.±) acres of unimproved property ("Buffer Property") for conservation purposes, described more particularly on **Exhibit "A"** attached hereto and incorporated herein by reference, which is located east of the Calusa Property and which has a land use designation of Suburban Residential (SR) on the County's land use map. In exchange for Eager's donation of the Buffer Property to the County in fee simple title, the County agrees to immediately dismiss, abandon and forever terminate any and all enforcement efforts and proceedings regarding the required buffer areas for Units 114-126 and Units 481-490 at the Calusa Property as shown on the Plan, and further agrees in recognition of the fact that the Buffer Property will be held in perpetuity without development that Units 114-126 and Units 481-490 shall not be required to have a buffer yard. The County further acknowledges and agrees that Eager's deeding of the Buffer Property to the County is hereby considered complete mitigation, total satisfaction and final resolution of the pending buffer yard enforcement matters and all issues relating to the Plan and the development of the Calusa Property as a condominium so long as the Calusa Property, or any portion thereof, is used according to its current land use designation.

c. The County further covenants that the Buffer Property will never be cleared or improved because, as consideration for entering into this Agreement, all Transferable Development Rights ("TDRs")

currently existing on the Buffer Property will be provided to Eager. The County agrees to maintain the Buffer Property in its natural state or as a public park, in perpetuity, and also agrees to name the Property after GEORGE W. EAGER, SR. should a representative of the Eager Family so request. The Warranty Deed from Eager shall contain an express Deed Restriction providing that the Buffer Property cannot be cleared and that no residential or commercial buildings can be constructed upon it. The Deed Restriction shall be enforceable at law or in equity by Eager, Eager's assigns, designees or successors-in-interest. County must be satisfied that marketable title is provided to County by Eager. The transfer shall occur within 45 days after the date above.

4. TRANSFERABLE DEVELOPMENT RIGHTS. The County recognizes Four and Sixty-Six Hundredths (4.66) TDRs on the Buffer Property. Upon final approval of this Agreement, as provided herein, County will issue all appropriate documentation and take all action necessary to immediately provide Eager with access to the TDRs. Eager in its sole and absolute discretion may retain, transfer, sell, or dispose of the TDRs as Eager chooses, and the County hereby covenants and agrees not to object to or fail to consent (if consent is required under the Code) to Eager's use of the TDRs. Use of the TDRs shall be governed by the applicable law effective on the date of the use, that being the date of final development approval by County.

5. BUILDING PERMITS. The County agrees to issue Building Permits ("Permits")for utilities and in order to remedy life-safety and health issues prior to settlement of all Code Enforcement actions at Calusa Campground. If there are no violations on Units 1-20, Units 114-126, and Units 481-490, any otherwise legal permitting shall be allowed, on a unit by unit basis.

6. VIOLATIONS. Upon execution of this Agreement, the County agrees to dismiss, cancel, void and close out all existing (if any) Violations issued against the owners of record for Units 1-20, Units 114-126 and Units 481-490 with respect to platting, lot size, and/or buffer yards. Further, the County agrees that, upon execution of this Agreement, the above Violations will be deemed paid, remedied and completely satisfied now and forever so long as the Calusa Property, or any portion thereof, is used according to its current land use designation. Notwithstanding any contrary provisions contained herein, this Agreement will not preclude the County from exercising its enforcement powers to prosecute other current or future code violations of owners of Units in the Calusa Property unrelated to this Agreement.

7. TRANSFERABLE ROGO EXEMPTIONS.

a. The County recognizes the existence of Twenty-Eight (28) Transferable ROGO Exemptions (TREs) belonging to Eager, for which the County will issue all appropriate documentation and take all appropriate action to provide to Eager upon final approval of this Agreement as provided herein. The TREs may be used by

Eager, its transferees, heirs and assigns as determined by the regulations in effect at the time of transfer except as otherwise provided for herein.

b. The 28 TREs are transient and currently may be used for transfer of ROGO exemption/ allocation to Affordable Housing uses 9.5-120.4(b)b and also can be transferred to hotel and/or motel uses.

c. The TREs may be used notwithstanding and during any moratorium or other restriction on the transfer of recreational vehicle sites such as that imposed by Monroe County Section 9.5-120.5 and 9.5-120.6.

d. The TREs meet the criteria for redevelopment off site, to any planning area in Monroe County. The receiver site must meet the criteria in the Monroe County Code for development/redevelopment except for that requiring a ROGO score equal to or greater than the score of the sender site.

e. TREs may not be used on Tier 1 property if the Tier system is implemented as designated by Monroe County at the time of the transfer.

f. In the event the TREs are governed by less restrictive provisions for uses in the future, the more liberal shall apply. In no event shall the uses be diminished by future changes in applicable ordinances or land use regulations.

8. GLOBAL SETTLEMENT. This Agreement is entered into relative to and in consideration of the above-referenced appeals brought by Eager and is intended to resolve all issues addressed in those appeals with prejudice, and is further intended to resolve and settle only the platting and buffer yard matters addressed herein between the parties, and the referenced Unit owners, as to the Calusa Property. It is the intent of the County and Eager that all Violations with respect to platting, lot size, and/or buffer yards, be cancelled, satisfied, and closed out as to Eager, the development of the condominium and the above-referenced Units as of the date of this Agreement.

9. APPROVAL BY BOARD OF COUNTY COMMISSIONERS. Notwithstanding any contrary provision above, the County's acceptance of this Agreement is subject to the approval of the Monroe County Board of County Commissioners ("BOCC"). Should, for any reason, the BOCC fail to approve the terms of this Agreement, it shall be of no force or effect. If the Agreement is approved by the BOCC, it shall be fully binding on the parties as of the above date.

10. ATTORNEY'S FEES. Each party will be responsible for its own attorney's fees incurred as part of this Agreement.

11. INTERPRETATION. The singular shall include the plural, the plural the singular and use of any gender shall include all genders. The headings contained herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

12. SEVERABILITY. If any provision of this Agreement is judged to be unenforceable, such provision shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. If any provision of this Agreement is capable of two (2) constructions, one (1) of which would render the provision void and the other of which would render the provision valid, it is the intent of the parties that such provision have the meaning which renders it valid.

13. RECORDATION. A fully executed copy of this Agreement signed by all parties hereto, shall be recorded in the Public Records of Monroe County, Florida at Eager's expense which shall be recorded so as to be found in the chain of title.

14. AMENDMENT TERMINATION. This Agreement may not be amended, modified or terminated except by written instrument signed by the parties hereto and recorded in the Public Records of Monroe County, Florida.

IN WITNESS WHEREOF, the parties appear and have set their hands and seals on the date first above written.

WITNESSES:
(1)_____

_____
Print Name

(2)_____

_____
Print Name

EAGER FAMILY LIMITED PARTNERSHIP, LP,
a Florida Limited Partnership

By: _____
GEORGE W. EAGER, JR., as President of Eager Investments, Inc., a Florida corporation General Partner of Eager Family Limited Partnership, L.P.

STATE OF FLORIDA)
)SS:
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me this ____ day of _____,2007, by George W. Eager in his capacity as President of Eager Investments, the General Partner of the Eager Family Limited Partnership, LP, a Florida Limited Partnership, who is authorized to bind the Partnership. He is personally known to me or ( ) produced _____ as identification.

(NOTARY SEAL)

_____
Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Approved by:

GUS CROWELL, ESQ.
Attorney for Eager Family Limited Partnership, LP,
a Florida Limited Partnership

ATTEST:
DANNY L. KOLHAGE, CLERK

Deputy Clerk

MONROE COUNTY, FLORIDA

Mayor Mario DiGennaro

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 3-14-07

Exhibit A
to
Settlement Agreement
between
Monroe County and the Eager Family Limited Partnership

Legal Description

On the Island of Key Largo and being all that part of Lot 1, Section 28, Township 61 South, Range 39 East, lying North of a 20 foot road and lying North of the former right of way of the Florida East Coast Railway according to a survey made by PD Jenkins, C.E. and according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida.

"C"

Exhibit C- Seasonal Residential Unit Ordinance

DCA Final Order No.: DCA08-OR-109

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

RECEIVED
APR 16 2008
GROWTH MANAGEMENT DIVISION

In re: MONROE COUNTY LAND DEVELOPMENT REGULATIONS ADOPTED BY MONROE COUNTY ORDINANCE NO. 001-2008

_____/

FINAL ORDER

The Department of Community Affairs (the "Department") hereby issues its Final Order, pursuant to §§ 380.05(6), *Fla. Stat.*, and § 380.0552(9), *Fla. Stat.* (2007), approving a land development regulation adopted by a local government within the Florida Keys Area of Critical State Concern as set forth below.

FINDINGS OF FACT

1. The Florida Keys Area is a statutorily designated area of critical state concern, and Monroe County is a local government within the Florida Keys Area.

2. On February 13, 2008 the Department received for review Monroe County Ordinance No. 001-2008 ("Ord. 001-2008"), adopted by Monroe County on January 16, 2008.

3. The purpose of the Ordinance is to adopt amendments to the text of the Monroe County Code to allow for the conversion of existing recreational vehicle (RV) spaces into permanent structures for seasonal use by the owner subject to the conditions identified in a Development Agreement entered into with Monroe County, and subject to compliance with the Monroe County Comprehensive Plan and Land Development Regulations.

CONCLUSIONS OF LAW

4. The Department is required to approve or reject land development regulations that are enacted, amended, or rescinded by any local government in the Florida Keys Area of Critical State Concern. § 380.05(6), *Fla. Stat.*, and § 380.0552(9), *Fla. Stat.* (2007).

Florida resource.

9. Ord. 001-2008 is consistent with the Principles for Guiding Development of the Florida Keys Area of Critical State Concern as a whole.

WHEREFORE, IT IS ORDERED that Ordinance No. 001-2008 is found to be consistent with the Principles for Guiding Development of the Florida Keys Area of Critical State Concern, and is hereby APPROVED.

This Order becomes effective 21 days after publication in the Florida Administrative Weekly unless a petition is filed as described below.

DONE AND ORDERED in Tallahassee, Florida.

4/17/08

CHARLES GAUTHIER, AICP
Director, Division of Community Planning
Department of Community Affairs
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, REGARDING THE AGENCY'S ACTION. DEPENDING UPON WHETHER YOU ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT IN YOUR PETITION REQUESTING AN ADMINISTRATIVE PROCEEDING, YOU ARE ENTITLED TO EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING.

IF YOUR PETITION FOR HEARING DOES NOT ALLEGE ANY DISPUTED ISSUE OF MATERIAL FACT CONTAINED IN THE DEPARTMENT'S ACTION, THEN THE ADMINISTRATIVE PROCEEDING WILL BE AN INFORMAL ONE, CONDUCTED

CERTIFICATE OF FILING AND SERVICE

I HEREBY CERTIFY that the original of the foregoing Final Order has been filed with the undersigned designated Agency Clerk, and that true and correct copies have been furnished to the persons listed below by the method indicated this 15th day of April, 2008.

Paula Ford, Agency Clerk

By U.S. Mail:

Honorable Charles "Sonny" McCoy
Mayor of Monroe County
Florida Keys Marathon Airport
9400 Overseas Highway, Suite 210
Key West, Florida 33050

Danny L. Kolhage
Clerk to the Board of County Commissioners
500 Whitehead Street
Key West, Florida 33040

Andrew Trivette
Director
Planning and Environmental Resources
2798 Overseas Highway, Suite 400
Marathon, Florida 33050

By Hand Delivery or Interagency Mail:

Craig Diamond, Bureau of State Planning, DCA Tallahassee
Rebecca Jetton, ACSC Administrator, DCA Tallahassee
Richard E. Shine, Assistant General Counsel, DCA Tallahassee

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 16, 2008 Division: Growth Management

Bulk Item: Yes ___ No X Department: Planning
Staff Contact Person: Andrew Trivette
Clarence Feagin, Ph.D., AICP

AGENDA ITEM WORDING:
A public hearing to consider an ordinance adopting amendments to the land development regulations to establish Seasonal Residential Units as a minor conditional use in the RV District.
(2nd of two Public Hearings)

ITEM BACKGROUND:
On July 24 and August 7, 2007 the DRC reviewed the proposed text amendments and passed a resolution to the Planning Commission recommending approval **(DRC Resolution D17-07).**

On September 12 and September 26, 2007 the Planning Commission heard the proposed text amendments at public hearings, and duly considered public comments and the staff report, and passed a resolution to the BOCC recommending adoption with minor modifications for clarification purposes only **(PC Resolution P49-07).**

PREVIOUS RELEVANT BOCC ACTION:
At the November 14, 2007 regularly scheduled BOCC meeting the Board heard this item at a 5:01 PM Public Hearing and recommended approval. A change in uses within a zoning district requires a second hearing.

CONTRACT/AGREEMENT CHANGES:
None.

STAFF RECOMMENDATIONS:

Approval.

TOTAL COST: NA **BUDGETED:** Yes ___ No X

COST TO COUNTY: NA **SOURCE OF FUNDS:** NA

REVENUE PRODUCING: Yes ___ No No **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty X OMB/Purchasing ___ Risk Management ___

DOCUMENTATION: Included Yes Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 8/06

COUNTY COMMISSION ORDINANCE NO._____

AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS ADOPTING AMENDMENTS TO THE TEXT OF THE FOLLOWING SECTIONS OF THE MONROE COUNTY CODE; AMENDING SECTION 9.5-4 BY ADDING A DEFINITION FOR SEASONAL RESIDENTIAL UNIT(S-2.1), INCLUDING IN THE DEFINITION OF TRANSIENT RESIDENTIAL UNIT (T-4) SEASONAL RESIDENTIAL UNIT AND ADDING A DEFINITION OF TRANSITIONAL RECREATIONAL VEHICLE UNIT (T-4.1); AMENDING SEC. 9.5-215 BY ADDING THE USE OF SEASONAL RESIDENTIAL UNIT TO THE PURPOSE OF THE RV LAND USE DISTRICT; AMENDING SECTION 9.5-244 BY ADDING THE SEASONAL RESIDENTIAL UNIT AS A MINOR CONDITIONAL USE IN THE RV LAND USE DISTRICT; PROVIDING GENERAL REQUIREMENTS FOR APPROVAL OF SEASONAL UNITS WITHIN THE RV DISTRICT; PROVIDING FOR CODIFICATION, SEVERABILITY AND REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR FORWARDING OF THIS ORDINANCE TO THE DEPARTMENT OF COMMUNITY AFFAIRS AND THE SECRETARY OF STATE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, There are a total of 11 RV land use districts in unincorporated Monroe County containing a total of 658 RV spaces and 197 acres;

WHEREAS, Monroe County recognizes the need for additional flexibility within the RV land use district to accommodate traditional seasonal residents;

WHEREAS, Historically the RV land use district has provided this flexibility;

WHEREAS, Monroe County recognizes the need for flexibility within the transient use category to provide a seasonal occupancy;

WHEREAS, RV space owners desire the ability to construct new or convert existing buildings into permanent structures for personal seasonal use; and

WHEREAS, Monroe County wishes to preserve this seasonal type of use in the RV land use district; and

WHEREAS, The Development Review Committee convened on July 24th and August 6th, 2007 to review the proposed text amendment and duly considered comments and recommendations made by staff and the public; and

WHEREAS, On September 12, 2007 the Planning Commission heard the proposed text amendment in Marathon and continued it for a second hearing on September 26, 2007 in Key Largo, and in due consideration of public testimony and the recommendations made by staff at both hearings, the text amendments were recommended for adoption with minor revisions for clarification purposes only; and

WHEREAS, On November 14, 2007 at their regularly scheduled meeting in Key Largo the Board of County Commissioners heard the proposed text amendment at a 5:00 PM Public Hearing;

NOW, THEREFORE, BE IT ORDAINED BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, THAT:

Section 1. Section 9.5-4 is hereby amended as follows:

Sec. 9.5-4 Definitions

*****

(S-2.1) Seasonal residential unit is a transient residential unit with one (1) or more rooms, toilet facilities, and kitchen physically arranged to create a housekeeping establishment for occupancy by one (1) family, with tenancies not to exceed 180 consecutive days.

*****

(T-4) *Transient residential unit* means a dwelling unit used for transient housing such as hotel or motel room, seasonal residential unit, or space for parking a recreational vehicle or travel trailer.

(T-4.1) *Transitional recreational vehicle unit* is a recreational vehicle unit identified for conversion from a recreational vehicle to a seasonal residential unit within an approved development agreement with Monroe County establishing a phased transition from a traditional recreational vehicle park to a seasonal residential use.

Section 2. Section 9.5-215 is hereby amended as follows:

Sec. 9.5-215 Purpose of the Recreational Vehicle District (RV)

The purpose of the RV districts is to establish areas suitable for the development of destination resorts for recreational vehicles and other transient units such as seasonal residential units.

Section 3. Section 9.5 – 244 is hereby amended as follows:

Sec. 9.5-244 Recreational Vehicle District (RV).

(a) The following uses are permitted as of right in the Recreational Vehicle District:

(1) Recreational vehicle spaces. RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty-eight (28) days, but placement of a specific, individual recreational vehicle

(regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored, but not occupied, for periods of six (6) months or greater only in an approved RV storage area (designated on a site plan approved by the director of planning) or in another appropriate district that allows storage of recreational vehicles. RV storage areas must meet all land development regulations, floodplain management regulations and building code requirements for storage of recreational vehicles.

(2) Commercial retail uses of less than twenty-five hundred (2,500) square feet of floor area; and

(3) Accessory uses, including permanent owner/ employee residential dwelling units. No more than one (1) permanent residential unit per three (3) RV spaces up to ten (10) percent of total spaces allowed or in existence.

(4) Collocations on existing antenna-supporting structures, pursuant to article VII, Division 16, section 9.5-434.5(c) "Collocations on existing supporting structure."

(5) Satellite earth stations less than two (2) meters in diameter, as accessory uses, pursuant to article VII, division 16, section 9.5-434.5(f) "Satellite earth stations."

(b) The following use is permitted as a minor conditional use in the recreational Vehicle District, subject to the standards and procedures set forth in article III, division 3:

(1) Hotels providing less than fifty rooms, provided that:

a. The use is compatible with established land uses in the immediate vicinity; and

b. One or more of the following amenities are available to guests;

i. Swimming pool;
ii. Marina; and
iii. Tennis court.

(2) Attached or detached seasonal residential units, provided that:

a. All units within the RV land use district shall be subject to the terms and conditions of a Development Agreement as defined in 9.5-101, 9.5-102 and further defined below.

b. The units meet all land development regulations, floodplain management regulations, building code, and life safety requirements for the development of transient structures;

c. The development of seasonal residential units shall occur only in gated RV parks with a managing entity responsible for evacuation.

d. The proposed site is subject to an approved development agreement with Monroe County detailing at a minimum:

i. All proposed transitional recreational vehicle units;
ii. A proposed site plan;
iii. A design strategy demonstrating separation of transient unit types on the property for life safety as well as design that is consistent with community character, and any applicable Monroe County design guidelines;
iv. A statement of commitment for the park to adhere to transient evacuation regulations;
v. A phasing plan, as appropriate, detailing timelines for project completion;

vi. Access to US 1 is by way of:

i. an existing curb cut;
ii. a signalized intersection; or
iii. a curb cut that is separated from any other curb cut on the same side of US 1 by at least four hundred (400) feet.

(3) Parks and community parks;
(4) Replacement of an existing antenna-supporting structure pursuant to article VII, division 16, section 9.5-434.5(b) "Replacement of an existing antenna-supporting structure;"
(5) Attached wireless communications facilities, as accessory uses, pursuant to article
VII, division 16, section 9.5-434.5(d) "Attached wireless communications facilities;"
(6) Stealth wireless communications facilities, as accessory uses, pursuant to article VII, division 16, section 9.5-434.5(e) "Stealth wireless communications facilities;" and
(7) Satellite earth stations greater than or equal to two (2) meters in diameter, as accessory uses, pursuant to article VII, division 16, section 9.5-434.5(f) "Satellite earth stations."

(c) The following uses are permitted as major conditional uses in the Recreational Vehicle District, subject to the standards and procedures set forth in article III, division 3:

(1) Hotels providing fifty (50) or more rooms, provided that:
a. The hotel has restaurant facilities on or adjacent to the premises; and
b. Access to US 1 is by way of:
i. an existing curb cut;
ii. a signalized intersection;

iii. a curb cut that is separated from any other curb cut on the same side of US 1 by at least four hundred (400) feet.

(2) Marinas, provided that:

a. The parcel proposed for development has access to water at least four (4) feet below mean seas-level at mean low tide;
b. The sale of goods and services is limited to fuel, food, boating, diving and sport fishing products;
c. Vessels docked or stored shall not be used for live-aboard purposes;
d. All outside storage areas are screened from adjacent uses by a solid fence, wall or hedge at least six (6) feet in height; and
e. The parcel proposed for development is separated from any established residential use by a class C buffer-yard.

(3) Reserved

(4) Land use overlays, A, E, INS, PF, subject to provisions of section 9.5-257.

(5) Wastewater treatment facility and wastewater treatment collection systems(s) serving (a) use(s) located in any land use district provided that:

a. The wastewater treatment facility and wastewater treatment collection system(s) is (are) in compliance with all federal, state, and local requirements; and
b. The wastewater treatment facility, wastewater treatment collection system(s) and accessory uses shall be screened by structures(s) designed to be architecturally consistent with the character of the surrounding community and minimize the impact of any outdoor storage, temporary or permanent; and
c. In addition to any district boundary buffers set forth in article VII, division 10, a planting bed, eight (8) feet in width, to be measured perpendicular to the exterior of the screening structure shall be established with the following:

i. One native canopy tree for every twenty-five (25) linear feet of screening structure and one understory tree for every ten (10) linear feet of screening structure; and

ii. The required trees shall be evenly distributed throughout the planting bed; and

iii. The planting bed shall be installed as set forth in article VII, division 10 and maintained in perpetuity; and

iv. A solid fence may be required upon determination by the planning director.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Repeal of Conflicting Provisions. The provisions of the Monroe County Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 6. Inclusion in the Code. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of Monroe County, Florida as an addition or amendment thereto, and shall be appropriately numbered to conform to the uniform number system of the Code.

Section 7. Approval by the State Department of Community Affairs. The provisions of this Ordinance constitute a "land development regulation" as State law defines that term. Accordingly, the Monroe County Clerk is authorized to forward a copy of this Ordinance to the State Department of Community Affairs for approval pursuant to Sections 380.05(6) and (11), Florida Statutes and to the Secretary of State for the State of Florida, as required.

Section 8. Effective Date. This Ordinance shall be effective immediately upon approval by the State Department of Community Affairs pursuant to Chapter 380, Florida Statutes.

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PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida at a regular meeting of said Board on the _____day of_____, 2008.

Mayor Charles "Sonny" McCoy	_____
Mayor Pro Tem Dixie M. Spehar	_____
Commissioner Mario DiGennaro	_____
Commissioner George Neugent	_____
Commissioner Sylvia Murphy	_____

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: _____

Mayor Charles "Sonny" McCoy

(SEAL)

ATTEST: Danny L. Kolhage, CLERK

By: _____

Deputy Clerk

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Date: 1-3-08

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: **Board of County Commissioners**

From: Clarence Feagin, Ph.D., AICP, Sr. Planner

Through: Townsley Schwab, Acting Director of Planning & Environmental Resources

Date: September 27, 2007

Subject: **PROPOSED TEXT AMENDMENT TO THE MONROE COUNTY LAND DEVELOPMENT REGULATIONS**

MEETING DATE: November 14, 2007

I. PROPOSED REVISION

A. Petitioner:

The text amendment is proposed by the Department of Planning and Environmental Resources.

B. Characteristics of the proposed text amendment

(1) Summary

a. Creates new definition for *Seasonal Residential Unit* by adding Section 9.5-4 (S-2.1) to the Monroe County Code (MCC).

b. Creates new definition for *Transient recreational vehicle unit* by adding Section 9.5-4 (T-4.1) MCC.

c. Includes *Seasonal Residential Unit* in the definition of a *transient residential unit* in Section 9.5-4 (T-4) MCC.

d. Permits *Seasonal Residential Units* as a minor conditional use by including it in Section 9.5-244 Recreational Vehicle District (RV) (b) (2).

(2) Explanation

The proposed text amendment creates a *Seasonal Residential Unit* as a permissible land use in the Recreational Vehicle (RV) land use district. The proposal is to amend Section **9.5-4 (S-2.1)** of the Monroe County Code (MCC) to provide a definition for *Seasonal Residential Unit* and to include it as a *transient residential unit* in Section **9.5-4 (T-4.1)** MCC. The proposed amendment also creates **Section 9.5-4 (T-4.1)** to provide a

definition for *transient recreational vehicle unit*, in order to establish provisions for the conversion of *transient recreational vehicle units* to *Seasonal Residential Units*.

In addition, **Section 9.5-244 Recreational Vehicle District (RV)** is amended to permit attached or detached *Seasonal Residential Units* as a minor land use activity, and provide standard conditions that must be met in addition to any conditions that may be attached to a development order by the Planning Director to ensure compatibility with surrounding property, pursuant to Sections 9.5-61 through 9.5-68.

II. PRIOR COUNTY ACTION ON THIS PROPOSAL

A. Development Review Committee:

(1) At the July 24, 2007 DRC meeting planning staff and staff from FDOT recommended further revisions to the proposed text amendment. The revisions modified the definition of Seasonal Residential Unit, established density limits, added minimum requirements for a development agreement, and specified requirements for direct access to US 1. The item was continued to the August 7, 2007 DRC meeting for further review.

(2) At the August 7, 2007 DRC meeting planning staff made further revisions to the proposed text amendment. The revisions modified the definition of Seasonal Residential Unit to clarify the number of rooms, bathrooms, and kitchens that comprise a seasonal residential unit, provide for replacement of existing units instead of establishing density limits, and remove the provision for bulk regulations to be included in a development agreement **(DRC Resolution D17-07).**

B. Planning Commission:

(1) On September 12, 2007 the Planning Commission heard the proposed text amendment and received public comments. No changes to the proposed text amendment were made and the item was continued to the September meeting of the Planning Commission in Key Largo for further review and consideration.

(2) On September 26, 2007 the Planning Commission heard the proposal in Key Largo and recommended adoption with minor modifications for clarification purposes only **(PC Resolution P49-07)**.

C. Board of County Commissioners:

None.

III. ANALYSIS

A. Consistency with the Land Development Regulations

County requirements for amendments to the land development regulations:
Pursuant to Section 9.5-511(d)(5)b of the Monroe County Code, the Board of County Commissioners may consider the adoption of an ordinance enacting proposed changes to the text or maps based on one (1) or more of the following factors, for which the following justification is provided:

(i) *Changed projections (e.g., regarding public service needs) from those on which the text or boundary was based;*

None.

(ii) *Changed assumptions (e.g., regarding demographic trends);*

None.

(iii) Data errors, including errors in mapping, vegetative types and natural features described in volume I of the plan;

None.

(iv) *New issues*;

None.

(v) *Recognition of a need for additional detail or comprehensi*veness; or

Since the adoption of the building permit allocation system (BPAS) in 1992, no new transient residential units have been allocated or built in the Keys. As a result, transient residential units have not increased above levels that originally existed in 1992. Nevertheless, the hotel and lodging industry remains an important segment of our economic base today as it did when our comprehensive plan was adopted. The data and analysis in the County's Technical Document did not anticipate a demand for additional land for new transient residential uses since there was a prohibition on allocating new hotel rooms, campgrounds, or recreational vehicle spaces. Because no new transient units have been built over the past fifteen (15) years, existing transient and seasonal housing units are in need of redevelopment to retain the lodging industry as a viable economic engine of the Florida Key's. This amendment provides additional details to the land use regulations, in order to improve physical living conditions of transient residential units and maintain the Keys economic vitality derived from our seasonal population.

(vi) *Data updates;*

None.

B. Consistency with the Comprehensive Plan.

The proposed amendment is consistent with the following goals, objectives or policies of the ***MONROE COUNTY YEAR 2010 COMPREHENSIVE PLAN:***

Objective 101.7
Monroe County shall evaluate potential redevelopment areas and prepare redevelopment plans for areas determined to be in need of redevelopment. [9J-5.006(3)(b)2]

Policy 101.7.1
By January 4, 1998, Monroe County shall conduct a needs assessment of potential redevelopment areas. This assessment shall analyze land use changes, property values, structural conditions, business climate, renter/owner ratios, commercial and residential vacancy rates, and other indicators of economic vitality and physical living conditions for which information is available.

C. Consistency with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern.

The proposed text amendment is consistent with the Principles for Guiding Development as a whole and is not inconsistent with any Principle.

Specifically, the amendment furthers

Principle (a) To strengthen local government capabilities for managing land use and development so that local government is able to achieve these objectives without the continuation of the area of critical state concern designation, and

Principle (d) To ensure the maximum well-being of the Florida Keys and its citizens through sound economic development, in that it provides for maintaining existing transient residential uses that contribute tax revenues for economic and infrastructure development and maintenance.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. The proposed text amendment meets one (1) of the factors in Section 9.5-511 of the Monroe County Code that the BOCC may consider for amending the land use regulations:

(v) Recognition of a need for additional detail or comprehensiveness.

2. The proposed text amendment is consistent with the following comprehensive plan objectives and policies of the Future Land Use Element:

1. Objective 101.7, and
2. Policy 101.7.1

3. The proposed text amendment is in the interest of public welfare.

The text amendment will ensure the maximum well-being of the Florida Keys and its citizens through sound economic development.

4. The proposed text amendment is consistent with the Principles (a) and (d) of the Principles for Guiding Development.

V. STAFF RECOMMENDATION:

Approval.

DEVELOPMENT REVIEW COMMITTEE RESOLUTION D17-07

A RESOLUTION BY THE MONROE COUNTY DEVELOPMENT REVIEW COMMITTEE RECOMMENDING APPROVAL OF AMENDMENTS TO THE TEXT OF THE FOLLOWING SECTIONS OF THE MONROE COUNTY CODE; AMENDING SECTION 9.5-4 BY ADDING A DEFINITION FOR SEASONAL RESIDENTIAL UNIT(S-2.1), INCLUDING IN THE DEFINITION OF TRANSIENT RESIDENTIAL UNIT (T-4) SEASONAL RESIDENTIAL UNIT AND ADDING A DEFINITION OF TRANSITIONAL RECREATIONAL VEHICLE UNIT (T-4.1); AMENDING SEC. 9.5-215 BY ADDING THE USE OF SEASONAL RESIDENTIAL UNIT TO THE PURPOSE OF THE RV LAND USE DISTRICT; AMENDING SECTION 9.5-244 BY ADDING THE SEASONAL RESIDENTIAL UNIT AS A MINOR CONDITIONAL USE IN THE RV LAND USE DISTRICT; PROVIDING GENERAL REQUIREMENTS FOR APPROVAL OF SEASONAL UNITS WITHIN THE RV DISTRICT.

WHEREAS, There are a total of 11 RV land use districts in unincorporated Monroe County containing a total of 658 RV spaces and 197 acres;

WHEREAS, Monroe County recognizes the need for additional flexibility within the RV land use district to accommodate traditional seasonal residents;

WHEREAS, Historically the RV land use district has provided this flexibility;

WHEREAS, Monroe County recognizes the need for flexibility within the transient use category to provide a seasonal occupancy;

WHEREAS, RV space owners desire the ability to construct new or convert existing buildings into permanent structures for personal seasonal use; and

WHEREAS, Monroe County wishes to preserve this seasonal type of use in the RV land use district; and

WHEREAS, The Development Review Committee convened on July 24, 2007 and August 7, 2007 to review the proposed text amendment and duly considered comments and recommendations made by staff,

NOW, THEREFORE, BE IT RESOLVED BY THE DEVELOPMENT REVIEW COMMITTEE:

Section 1. Section 9.5-4 is hereby amended as follows:

Sec. 9.5-4 Definitions

*****

(S-2.1) Seasonal residential unit is a transient residential unit with one (1) or more rooms, toilet facilities, and kitchen physically arranged to create a housekeeping establishment for occupancy by one (1) family, with tenancies not to exceed 180 consecutive days.

*****

(T-4) *Transient residential unit* means a dwelling unit used for transient housing such as hotel or motel room, seasonal residential unit, or space for parking a recreational vehicle or travel trailer.

(T-4.1) *Transitional recreational vehicle unit* is a recreational vehicle unit identified for conversion from a recreational vehicle to a seasonal residential unit within an approved development agreement with Monroe County establishing a phased transition from a traditional recreational vehicle park to a seasonal residential use.

Section 2. Section 9.5-215 is hereby amended as follows:

Sec. 9.5-215 Purpose of the Recreational Vehicle District (RV)

The purpose of the RV districts is to establish areas suitable for the development of destination resorts for recreational vehicles and other transient units such as seasonal residential units.

Section 3. Section 9.5 – 244 is hereby amended as follows:

Sec. 9.5-244 Recreational Vehicle District (RV).

(a) The following uses are permitted as of right in the Recreational Vehicle District:

(1) Recreational vehicle spaces. RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty-eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored, but not occupied, for periods of six (6) months or greater only in an approved RV storage area (designated on a site plan approved by the director of planning) or in another appropriate district that allows storage of recreational vehicles. RV storage areas must meet all land development regulations, floodplain management regulations and building code requirements for storage of recreational vehicles.

(2) Commercial retail uses of less than twenty-five hundred (2,500) square feet of floor area; and

(3) Accessory uses, including permanent owner/ employee residential dwelling

units. No more than one (1) permanent residential unit per three (3) RV spaces up to ten (10) percent of total spaces allowed or in existence.

(4) Collocations on existing antenna-supporting structures, pursuant to article VII, Division 16, section 9.5-434.5(c) "Collocations on existing supporting structure."

(5) Satellite earth stations less than two (2) meters in diameter, as accessory uses, pursuant to article VII, division 16, section 9.5-434.5(f) "Satellite earth stations."

(b) The following use is permitted as a minor conditional use in the recreational Vehicle District, subject to the standards and procedures set forth in article III, division 3:

(1) Hotels providing less than fifty rooms, provided that:

a. The use is compatible with established land uses in the immediate vicinity; and
b. One or more of the following amenities are available to guests;
   i. Swimming pool;
   ii. Marina; and
   iii. Tennis court.

(2) Attached or detached seasonal residential units, provided that:

a. The units meet all land development regulations, floodplain management regulations, building code, and life safety requirements for the development of transient structures;

b. Any redevelopment proposal resulting in conversion of lawfully established RV spaces to seasonal residential units must maintain a minimum of ten (10%) percent as RV spaces or as approved by the Board of County Commissioners;

c. The development of seasonal residential units shall occur only in gated RV parks with a managing entity responsible for evacuation.

d. The proposed site is subject to an approved development agreement with Monroe County detailing at a minimum:

   i. All proposed transitional recreational vehicle units;
   ii. A proposed site plan;
   iii. A design strategy demonstrating separation of transient unit types on the property for life safety as well as design that is consistent with community character, and any applicable Monroe County design guidelines;
   iv. A statement of commitment for the park to adhere to transient evacuation regulations;

v. A phasing plan, as appropriate, detailing timelines for project completion;

vi. Access to US 1 is by way of:

i. an existing curb cut;
ii. a signalized intersection; or
iii. a curb cut that is separated from any other curb cut on the same side of US 1 by at least four hundred (400) feet.

~~(2)~~
(3) Parks and community parks;
~~(3)~~
(4) Replacement of an existing antenna-supporting structure pursuant to article VII, division 16, section 9.5-434.5(b) "Replacement of an existing antenna-supporting structure;"
~~(4)~~
(5) Attached wireless communications facilities, as accessory uses, pursuant to article
VII, division 16, section 9.5-434.5(d) "Attached wireless communications facilities;"
~~(5)~~
(6) Stealth wireless communications facilities, as accessory uses, pursuant to article VII, division 16, section 9.5-434.5(e) "Stealth wireless communications facilities;" and
~~(6)~~
(7) Satellite earth stations greater than or equal to two (2) meters in diameter, as accessory uses, pursuant to article VII, division 16, section 9.5-434.5(f) "Satellite earth stations."

(c) The following uses are permitted as major conditional uses in the Recreational Vehicle District, subject to the standards and procedures set forth in article III, division 3:

(1) Hotels providing fifty (50) or more rooms, provided that:
a. The hotel has restaurant facilities on or adjacent to the premises; and
b. Access to US 1 is by way of:
i. an existing curb cut;
ii. a signalized intersection;
iii. a curb cut that is separated from any other curb cut on the same side of US 1 by at least four hundred (400) feet.

(2) Marinas, provided that:
a. The parcel proposed for development has access to water at least four (4) feet below mean ~~seas~~-level at mean low tide;
b. The sale of goods and services is limited to fuel, food, boating, diving and sport fishing products;
c. Vessels docked or stored shall not be used for live-aboard purposes;
d. All outside storage areas are screened from adjacent uses by a solid fence, wall or hedge at least six (6) feet in height; and
e. The parcel proposed for development is separated from any

established residential use by a class C buffer-yard.

(3) Reserved

(4) Land use overlays, A, E, INS, PF, subject to provisions of section 9.5-257.

(5) Wastewater treatment facility and wastewater treatment collection systems(s) serving (a) use(s) located in any land use district provided that:

a. The wastewater treatment facility and wastewater treatment collection system(s) is (are) in compliance with all federal, state, and local requirements; and

b. The wastewater treatment facility, wastewater treatment collection system(s) and accessory uses shall be screened by structures(s) designed to be architecturally consistent with the character of the surrounding community and minimize the impact of any outdoor storage, temporary or permanent; and

c. In addition to any district boundary buffers set forth in article VII, division 10, a planting bed, eight (8) feet in width, to be measured perpendicular to the exterior of the screening structure shall be established with the following:

i. One native canopy tree for every twenty-five (25) linear feet of screening structure and one understory tree for every ten (10) linear feet of screening structure; and

ii. The required trees shall be evenly distributed throughout the planting bed; and

iii. the planting bed shall be installed as set forth in article VII, division 10 and maintained in perpetuity; and

iv. A solid fence may be required upon determination by the planning director.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Repeal of Conflicting Provisions. The provisions of the Monroe County Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 6. Inclusion in the Code. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of Monroe County, Florida as an addition or amendment thereto, and shall be appropriately numbered to conform to the uniform number system of the Code.

Section 7. Approval by the State Department of Community Affairs. The provisions of this Ordinance constitute a "land development regulation" as State law defines that term. Accordingly, the Monroe County Clerk is authorized to forward a copy of this Ordinance to the State Department of Community Affairs for approval pursuant to Sections 380.05(6) and (11), Florida Statutes and to the Secretary of State for the State of Florida, as required.

Section 8. Effective Date. This Ordinance shall be effective immediately upon approval by the State Department of Community Affairs pursuant to Chapter 380, Florida Statutes.

Recommended by the Monroe County Development Review Committee on the 7th day of August, A.D., 2007.

By: _____ Date: 8/30/07

Townsley Schwab, Acting Director, Department of Planning & Environmental Resources

PLANNING COMMISSION RESOLUTION NO. P49-07

A RESOLUTION BY THE MONROE COUNTY PLANNING COMMISSION RECOMMENDING APPROVAL OF AMENDMENTS TO THE TEXT OF THE FOLLOWING SECTIONS OF THE MONROE COUNTY CODE; AMENDING SECTION 9.5-4 BY ADDING A DEFINITION FOR SEASONAL RESIDENTIAL UNIT(S-2.1), INCLUDING IN THE DEFINITION OF TRANSIENT RESIDENTIAL UNIT (T-4) SEASONAL RESIDENTIAL UNIT AND ADDING A DEFINITION OF TRANSITIONAL RECREATIONAL VEHICLE UNIT (T-4.1); AMENDING SEC. 9.5-215 BY ADDING THE USE OF SEASONAL RESIDENTIAL UNIT TO THE PURPOSE OF THE RV LAND USE DISTRICT; AMENDING SECTION 9.5-244 BY ADDING THE SEASONAL RESIDENTIAL UNIT AS A MINOR CONDITIONAL USE IN THE RV LAND USE DISTRICT; PROVIDING GENERAL REQUIREMENTS FOR APPROVAL OF SEASONAL UNITS WITHIN THE RV DISTRICT

WHEREAS, There are a total of 11 RV land use districts in unincorporated Monroe County containing a total of 658 RV spaces and 197 acres;

WHEREAS, Monroe County recognizes the need for additional flexibility within the RV land use district to accommodate traditional seasonal residents;

WHEREAS, Historically the RV land use district has provided this flexibility;

WHEREAS, Monroe County recognizes the need for flexibility within the transient use category to provide a seasonal occupancy;

WHEREAS, RV space owners desire the ability to construct new or convert existing buildings into permanent structures for personal seasonal use; and

WHEREAS, Monroe County wishes to preserve this seasonal type of use in the RV land use district; and

WHEREAS, The Development Review Committee convened on July 24, 2007 and August 7, 2007 to review the proposed text amendment and duly considered comments and recommendations made by staff; and

WHEREAS, On September 12, 2007 the Planning Commission heard the proposed text amendment in Marathon and continued it for a second hearing on September 26, 2007 in Key Largo, and in due consideration of public testimony and the recommendations made by staff, approved the text amendments with minor revisions for clarification purposes only,

NOW, THEREFORE, BE IT RESOLVED BY THE MONROE COUNTY PLANNING COMMISSION THAT:

Section 1. Section 9.5-4 is hereby amended as follows:

[~~Strikethroughs~~ represent deletions of existing words or language in the text.]
[Underlined words represent added words or language to the text.]

Sec. 9.5-4 Definitions

*****

(S-2.1) Seasonal residential unit is a transient residential unit with one (1) or more rooms, toilet facilities, and kitchen physically arranged to create a housekeeping establishment for occupancy by one (1) family, with tenancies not to exceed 180 consecutive days.

*****

(T-4) *Transient residential unit* means a dwelling unit used for transient housing such as hotel or motel room, seasonal residential unit, or space for parking a recreational vehicle or travel trailer.

(T-4.1) *Transitional recreational vehicle unit* is a recreational vehicle unit identified for conversion from a recreational vehicle to a seasonal residential unit within an approved development agreement with Monroe County establishing a phased transition from a traditional recreational vehicle park to a seasonal residential use.

Section 2. Section 9.5-215 is hereby amended as follows:

Sec. 9.5-215 Purpose of the Recreational Vehicle District (RV)

The purpose of the RV districts is to establish areas suitable for the development of destination resorts for recreational vehicles and other transient units such as seasonal residential units.

Section 3. Section 9.5 – 244 is hereby amended as follows:

Sec. 9.5-244 Recreational Vehicle District (RV).

(a) The following uses are permitted as of right in the Recreational Vehicle District:

(1) Recreational vehicle spaces. RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty-eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored, but not occupied, for periods of six (6) months or greater only in an

approved RV storage area (designated on a site plan approved by the director of planning) or in another appropriate district that allows storage of recreational vehicles. RV storage areas must meet all land development regulations, floodplain management regulations and building code requirements for storage of recreational vehicles.

(2) Commercial retail uses of less than twenty-five hundred (2,500) square feet of floor area; and

(3) Accessory uses, including permanent owner/ employee residential dwelling units. No more than one (1) permanent residential unit per three (3) RV spaces up to ten (10) percent of total spaces allowed or in existence.

(4) Collocations on existing antenna-supporting structures, pursuant to article VII, Division 16, section 9.5-434.5(c) "Collocations on existing supporting structure."

(5) Satellite earth stations less than two (2) meters in diameter, as accessory uses, pursuant to article VII, division 16, section 9.5-434.5(f) "Satellite earth stations."

(b) The following use is permitted as a minor conditional use in the recreational Vehicle District, subject to the standards and procedures set forth in article III, division 3:

(1) Hotels providing less than fifty rooms, provided that:

a. The use is compatible with established land uses in the immediate vicinity; and

b. One or more of the following amenities are available to guests;

i. Swimming pool;
ii. Marina; and
iii. Tennis court.

(2) Attached or detached seasonal residential units, provided that:

a. All units within the RV land use district shall be subject to the terms and conditions of a Development Agreement as defined in 9.5-101, 9.5-102 and further defined below.

b. The units meet all land development regulations, floodplain management regulations, building code, and life safety requirements for the development of transient structures;

c. In any redevelopment proposal resulting in conversion of lawfully established RV spaces to seasonal residential units, the County prefers to maintain a minimum of ten (10%) percent as RV spaces or as approved by the Board of County Commissioners;

d. The development of seasonal residential units shall occur only in gated RV parks with a managing entity responsible for evacuation.

e. The proposed site is subject to an approved development agreement with Monroe County detailing at a minimum:

i. All proposed transitional recreational vehicle units;
ii. A proposed site plan;
iii. A design strategy demonstrating separation of transient unit types on the property for life safety as well as design that is consistent with community character, and any applicable Monroe County design guidelines;
iv. A statement of commitment for the park to adhere to transient evacuation regulations;
v. A phasing plan, as appropriate, detailing timelines for project completion;

vi. Access to US 1 is by way of:

i. an existing curb cut;
ii. a signalized intersection; or
iii. a curb cut that is separated from any other curb cut on the same side of US 1 by at least four hundred (400) feet.

~~(2)~~
(3) Parks and community parks;
~~(3)~~
(4) Replacement of an existing antenna-supporting structure pursuant to article VII, division 16, section 9.5-434.5(b) "Replacement of an existing antenna-supporting structure;"
~~(4)~~
(5) Attached wireless communications facilities, as accessory uses, pursuant to article
VII, division 16, section 9.5-434.5(d) "Attached wireless communications facilities;"
~~(5)~~
(6) Stealth wireless communications facilities, as accessory uses, pursuant to article VII, division 16, section 9.5-434.5(e) "Stealth wireless communications facilities;" and
~~(6)~~
(7) Satellite earth stations greater than or equal to two (2) meters in diameter, as accessory uses, pursuant to article VII, division 16, section 9.5-434.5(f) "Satellite earth stations."

(c) The following uses are permitted as major conditional uses in the Recreational Vehicle District, subject to the standards and procedures set forth in article III, division 3:

(1) Hotels providing fifty (50) or more rooms, provided that:
a. The hotel has restaurant facilities on or adjacent to the premises; and

b. Access to US 1 is by way of:

i. an existing curb cut;

ii. a signalized intersection;

iii. a curb cut that is separated from any other curb cut on the same side of US 1 by at least four hundred (400) feet.

(2) Marinas, provided that:

a. The parcel proposed for development has access to water at least four (4) feet below mean seas-level at mean low tide;

b. The sale of goods and services is limited to fuel, food, boating, diving and sport fishing products;

c. Vessels docked or stored shall not be used for live-aboard purposes;

d. All outside storage areas are screened from adjacent uses by a solid fence, wall or hedge at least six (6) feet in height; and

e. The parcel proposed for development is separated from any established residential use by a class C buffer-yard.

(3) Reserved

(4) Land use overlays, A, E, INS, PF, subject to provisions of section 9.5-257.

(5) Wastewater treatment facility and wastewater treatment collection systems(s) serving (a) use(s) located in any land use district provided that:

a. The wastewater treatment facility and wastewater treatment collection system(s) is (are) in compliance with all federal, state, and local requirements; and

b. The wastewater treatment facility, wastewater treatment collection system(s) and accessory uses shall be screened by structures(s) designed to be architecturally consistent with the character of the surrounding community and minimize the impact of any outdoor storage, temporary or permanent; and

c. In addition to any district boundary buffers set forth in article VII, division 10, a planting bed, eight (8) feet in width, to be measured perpendicular to the exterior of the screening structure shall be established with the following:

i. One native canopy tree for every twenty-five (25) linear feet of screening structure and one understory tree for every ten (10) linear feet of screening structure; and

ii. The required trees shall be evenly distributed throughout the planting bed; and

iii. the planting bed shall be installed as set forth in article VII, division 10 and maintained in perpetuity; and

iv. A solid fence may be required upon determination by the planning director.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Repeal of Conflicting Provisions. The provisions of the Monroe County Code and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 6. Inclusion in the Code. The provisions of this ordinance shall be included and incorporated in the Code of Ordinances of Monroe County, Florida as an addition or amendment thereto, and shall be appropriately numbered to conform to the uniform number system of the Code.

Section 7. Approval by the State Department of Community Affairs. The provisions of this Ordinance constitute a "land development regulation" as State law defines that term. Accordingly, the Monroe County Clerk is authorized to forward a copy of this Ordinance to the State Department of Community Affairs for approval pursuant to Sections 380.05(6) and (11), Florida Statutes and to the Secretary of State for the State of Florida, as required.

Section 8. Effective Date. This Ordinance shall be effective immediately upon approval by the State Department of Community Affairs pursuant to Chapter 380, Florida Statutes.

PASSED AND RECOMMENDED FOR ADOPTION by the Monroe County Planning Commission at a regular meeting held on the 26th day of September, 2007.

James D. Cameron, Chair	YES
Randolph D. Wall, Vice Chair	NO
John Marston, Commissioner	YES
Sherry Popham, Commissioner	NO
Donna Windle, Commissioner	YES

PLANNING COMMISSION OF MONROE COUNTY, FLORIDA

By_____

James D. Cameron, Chair

Signed this _____ day of _____, 2007.

"D"

Exhibit D- Pending Code Enforcement Violations

Unit	Violation	
36	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
36	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
48	**Section 9.5-111(a)** – An after the fact permit and inspections are required to expand/extend aluminum roof and for construction of kitchen area.	After the Fact Permit Required
48	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
48	**Section 9.5-317(b)(3)b(ii)** -(b) *Additional Standards:* (ii)The use is restricted to limited storage and parking only;	No additional permit required

48	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
76	**Section 9.5-111(a) -** Enclosure with electric without benefit of permit or inspections. **Section 9.5-316.2(a)** - The county building official shall require building permits for all proposed construction or other improvements within areas of special flood hazard.	After the Fact Permit Required
76	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
76	**Section 9.5-317(b)(9)(i)(ii)-(b)** *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (i) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (ii) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
80	**Section 9.5-111(a)** - Expansion or enlargement of aluminum roof without benefit of permit or inspections.	After the Fact Permit Required
80	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required

80	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
82	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
82	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
212	**Section 9.5-111(a)** - kitchen placed on patio without benefit of permit or inspections.	After the Fact Permit Required
212	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
212	**Section 9.5-317(b)(3)b(ii)** -(b) *Additional Standards:* (ii)The use is restricted to limited storage and parking only;	No additional permit required

212	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
301	**Section 9.5-111(a)** – An after the fact permit and inspections are required for extending/expanding aluminum roof.	After the Fact Permit Required
301	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
301	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
306	**Section 19-95 -** Abandoned vehicles	After the Fact Permit Required
306	**Section 9.5-111(1)** – An after the fact permit is required for the installation of a white vinyl privacy fence.	After the Fact Permit Required
309	**Section 9.5-111(a)** - Shade/canvas structure and kitchen placed on patio without benefit of permit or inspections.	After the Fact Permit Required

309	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
309	**Section 9.5-317(b)(3)b(ii)** -(b) *Additional Standards:* (ii)The use is restricted to limited storage and parking only;	No additional permit required
309	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
311	**Section 9.5-111(a)** - Canvas shade structure and wood deck placed without benefit of permit or inspections.	After the Fact Permit Required
311	**Section 9.5-317(b)(3)b(ii)** -(b) *Additional Standards:* (ii)The use is restricted to limited storage and parking only;	No additional permit required
311	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
312	**Section 9.5-111(a)** -aluminum patio roof, canvas shade structure and deck, without benefit of permit or inspections.	After the Fact Permit Required
312	**Section 9.5-317(b)(3)b(ii)** -(b) *Additional Standards:* (ii)The use is restricted to limited storage and parking only;	No additional permit required

312	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
313	**Section 9.5-111(a)** - Construction and placement of a kitchen in the outside patio area without benefit of permit or inspections.	After the Fact Permit Required
313	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
313	**Section 9.5-317(b)(3)b(ii)** -(b) *Additional Standards:* (ii)The use is restricted to limited storage and parking only;	No additional permit required
313	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
314	**Section 9.5-111(a)** - Placement of a kitchen, shower and canvas shade structure without benefit of permit or inspections.	After the Fact Permit Required

314	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
314	**Section 9.5-317(b)(3)b(ii)** -(b) *Additional Standards:* (ii)The use is restricted to limited storage and parking only;	No additional permit required
314	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
346	**Section 8-30 (a)(e)** - premises to be cleaned of debris and noxious materials.	After the Fact Permit Required
346	**Section 9.5-111(a)** - Kitchen placed in patio area without benefit of permit or inspections.	After the Fact Permit Required
346	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
346	**Section 9.5-317(b)(3)b(ii)** -(b) *Additional Standards:* (ii)The use is restricted to limited storage and parking only;	No additional permit required

346	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
354	**Section 9.5-111(a)** - Screen room placed without benefit of permit or inspections.	No additional permit required
354	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
354	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
367	**Section 9.5-111(a)** - Wood deck and canvas awning placed without benefit of permit or inspections.	After the Fact Permit Required
367	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required

367	**Section 9.5-317(b)(3)b(ii)** -(b) *Additional Standards:* (ii)The use is restricted to limited storage and parking only;	No additional permit required
367	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
401	**Section 9.5-111(a)** - Enclosure and wood deck without benefit of permit or inspections.	After the Fact Permit Required
401	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
401	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
422	**Section 9.5-111(a)** - Electrical wiring and plumbing within a storage shed, and placement of washer and dryer within shed.	After the Fact Permit Required

422	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
422	**Section 9.5-317(b)(3)b(ii)** -(b) *Additional Standards:* (ii)The use is restricted to limited storage and parking only;	No additional permit required
422	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
424	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
424	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required

433	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
433	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required
442	**Section 9.5-111(a)** - construction of a kitchen/bar area without benefit of permit or inspections.	After the Fact Permit Required
442	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
442	**Section 9.5-317(b)(3)b(ii)** -(b) *Additional Standards:* (ii)The use is restricted to limited storage and parking only;	No additional permit required
442	**Section 9.5-317(b)(9)(a)(b)** -(b) *Additional Standards:* (9) Require that recreational vehicles placed on sites within zones A1-30, AH, and AE, V1-30, V and VE on the community FIRM either: (a) Be on the site for fewer than one hundered eighty (180) consecutive days and be fully licensed and ready for highway use; or (b) Meet the permit requirements for subsection 9.5-317(b)(4).	No additional permit required

443	**Section 9.5-111(a) -** Construction and placement of a kitchen/bar, and a canvas shade structure without benefit of permit or inspections.	After the Fact Permit Required
443	**Section 9.5-244(a)(1)** – (1) RV spaces are intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty–eight (28) days, but placement of a specific, individual recreational vehicle (regardless of vehicle type or size) within a particular RV park for occupancies or tenancies of six (6) months or more is prohibited. Recreational vehicles may be stored but not occupied, for periods of six (6) months or greater only in approved RV storage.	No additional permit required
443	**Section 9.5-317(b)(3)b(ii)** -(b) *Additional Standards* (ii)The use is restricted to limited storage and parking only;	No additional permit required

"E"

Exhibit E- Life/ Safety Violations

Unit	Violation
212	**Section 9.5-111(a)** - kitchen placed on patio without benefit of permit or inspections.
306	**Section 19-95** - Abandoned vehicles
309	**Section 9.5-111(a)** - Shade/canvas structure and kitchen placed on patio without benefit of permit or inspections.
313	**Section 9.5-111(a)** - Construction and placement of a kitchen in the outside patio area without benefit of permit or inspections.
314	**Section 9.5-111(a)** - Placement of a kitchen, shower and canvas shade structure without benefit of permit or inspections.
346	**Section 8-30 (a)(e)** - premises to be cleaned of debris and noxious materials.
346	**Section 9.5-111(a)** - Kitchen placed in patio area without benefit of permit or inspections.
422	**Section 9.5-111(a)** - Electrical wiring and plumbing within a storage shed, and placement of washer and dryer within shed.
442	**Section 9.5-111(a)** - construction of a kitchen/bar area without benefit of permit or inspections.
443	**Section 9.5-111(a)** - Construction and placement of a kitchen/bar, and a canvas shade structure without benefit of permit or inspections.

"F"

Exhibit F- Site Plan

3

6450

MONROE COUNTY
OFFICIAL RECORDS

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RCD Jul 29 1999 02:57PM
DANNY L KOLHAGE, CLERK

DECLARATION OF CONDOMINIUM 14

Declaration made, pursuant to Chapter 718 of the Florida Statutes, by George Eager, having its principal offices at 325 Calusa, Key Largo, Florida 33037 and hereinafter referred to as Developer.

1. **SUBMISSION OF PROPERTY.** Developer, who is owner in fee simple of the land described below, the buildings, and all other improvements constructed or currently being constructed thereon, together with all easements, rights, and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, hereinafter collectively referred to as the "Property", hereby declares certain division, covenants, restrictions, limitations, conditions, and uses respecting the property, intending thereby to submit the property to the provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the Condominium Act, and further intending thereby to create covenants running with the land and binding Developer and its successors and assigns forever.

2. **NAME OF CONDOMINIUM.** The name by which the property shall hereafter be known is Calusa Campground, a Condominium.

3. **DESCRIPTION OF LAND.** The description of the land shown on which the condominium parcels is attached hereto as Exhibit "A".

4. **DESCRIPTION OF IMPROVEMENTS.** Each condominium unit consists of land only. The condominium will have a general store, a swimming pool, two tennis courts, a recreation building, a sewage treatment plant, laundry, playground, two bath houses and a boat ramp.

5. **UNITS.** Each unit is numbered and has the size, configuration and location as shown in the condominium survey and graphics attached hereto as Exhibit "B".

6. **COMMON ELEMENTS.** The common elements, shown in detail in Exhibit "B",

consist of an entrance area, sewage treatment plant area, swimming pool, recreation room, two tennis courts, a recreation building, laundry, playground, two bath houses, a boat ramp, general store, and access roads within the condominium.

7. **Ownership of Common Elements.** Each owner of a unit shall own in fee simple absolute a proportionate, undivided 1/367th interest in the aforesaid common elements.

8. **Ownership of Restricted Common Elements.** There are no restricted or limited common elements in the condominium.

9. **Proportionate Representation; Participation in Common Expenses.** Each unit owner shall share in the common expenses, as hereinafter defined, and in the total voting power of the Association of Owners, in accordance with unit owner's interest in the common elements as set forth above. However, such proportionate representation may be limited in accordance with the provision of the bylaws attached hereto as Exhibit "D".

a. For purposes of this Declaration, "common expenses" means expenses for which unit owners shall be proportionately liable, including (1) all expenses of administration, maintenance, repair, and replacement of the common elements, (2) expenses agreed upon as common expenses by all unit owners, and (3) expenses declared common expenses by or pursuant to the provisions of the Condominium Act, this Declaration or the bylaws.

10. **Covenants and Agreements.** Developer, its successors and assigns, by this Declaration, and all future owners of units, by acceptance of their respective unit deeds, hereby covenant and agree as follows:

a. The common elements shall remain undivided, and no right shall exist to partition or divide any of them, except when withdrawal of the property from the Condominium Act is authorized by all units owners and the holders of all mortgages or other liens affecting all units, or directed by a court of equity as provided by law. On such authorization, all unit owners, mortgagees, and lienors shall execute and file for record in the office where this Declaration is filed, an instrument of revocation, the owners shall become tenants in common of the property, and each shall own an undivided interest

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therein equal to the percentage of his undivided interest in the common elements before the filing of such instrument. On the filing of such instrument of revocation, each lien on an individual unit shall become a lien on the individual undivided interest of the owner of such unit as tenant in common of the entire property. Removal of the property from the Condominium Act shall not bar subsequent resubmission to the provisions of such Act in accordance with the terms thereof.

b. Each unit owner shall have an easement in common with the owners of all other units.

(1) To use all driveways, entrances and other common areas serving the units of the condominium as part of the common elements.

(2) To use all pipes, wire, ducts, cables, conduits, public utility lines located in the easement across any of the other units of the condominium.

c. Each unit shall also be subject to such easements in favor of the owners of all other units. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

d. Each unit shall be used by its respective owner exclusively for a recreation vehicle site, subject to the restrictions herein and such rules and regulations as may be adopted by the Condominium Association, from time to time, for the owner, the owner's family, tenants, and social guests, and for no other purposes whatsoever.

e. Each owner of a unit or units shall, automatically on becoming owner of such unit or units, become a member of Calusa Campground Condominium Association, hereinafter referred to as the Association, and shall remain a member thereof until such time as his ownership shall for any reason cease, at which time his membership in the Association shall likewise cease.

f. Each unit owner shall, immediately on becoming an owner thereof, grant to the governing board, on behalf of all units owners, an irrevocable power of attorney coupled with an interest, to acquire title to or lease any unit whose owner desires to

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surrender, sell, or lease the same, or that may be the subject of a foreclosure or other judicial sale, and to convey, sell, lease, sublease, mortgage, or otherwise deal with any unit so acquired.

g. Any unit leased or acquired by the governing board in any manner whatsoever, shall be held by the board on behalf of all unit owners, in proportion to the respective common interest of such owners as set forth above.

h. Administration of the condominium shall be in accordance with the provisions of this Declaration, and the bylaws of the Associations attached as Exhibit "D".

i. Each unit owner, and all occupants of units shall comply with the provisions of this Declaration, their unit deeds, and the bylaws rules, regulations, decisions, and resolutions of the Association, as lawfully amended from time to time. Failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action for damages, injunctive relief, or both, maintainable by the Association or by any unit owner or by any person who holds a blanket mortgage or unit mortgage and is aggrieved by any such noncompliance.

j. No owner of a unit may exempt himself from liability for his proportionate share of the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his unit.

11. ASSESSMENT LIENS. The Association shall have a lien on each unit for any unpaid assessments duly assessed against such unit, together with interest thereon and reasonable attorney's fees paid or incurred by reason of the nonpayment thereof. Any such lien may be foreclosed by suit brought in the name of the Association in the same manner as a suit to foreclose a mortgage on real property, and the Association shall have the power to bid on the unit at any such foreclosure sale, and to acquire, hold, lease, mortgage, and convey the same. Suit to recover a money judgement for unpaid assessments may also be maintained without foreclosure or waiving the lien securing the same.

12. ACQUISITION OF UNIT AT FORECLOSURE SALE; EFFECT. Where the mortgagee of a first mortgage of record, or other purchaser of a unit obtains title to the condominium parcel by a purchase at the public sale resulting from the first mortgagee's foreclosure

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judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successor and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such unit for any period prior to the foreclosure, unless the share is secured by a claim of lien for assessments that was recorded prior to the recording of the foreclosed mortgage, any such unpaid share of common expenses or assessments shall be deemed common expenses collectable from all units, including the unit acquired by such purchaser, his heirs, successors, and assigns.

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13. **RENTAL OF UNITS.** A unit owner may place a unit into a rental pool, managed by the Condominium Association, when such owner does not intend to use or occupy same, by advising the Developer or Condominium Association in writing when the unit will be available. The unit owner will receive 65% of the site charges and the Condominium Association will receive 35% of said charge. No rentals shall be made of any unit except through such rental pool. The Developer is exempt from this Section for units owner which may be freely rented and sold subject thereto.

14. **DESTRUCTION OF OR DAMAGE TO PROPERTY; EFFECT.** In the event of any damage to or destruction of (a) any improvement on the condominium property or any part thereof or (b) any common element or elements or any part thereof, required by this Declaration, the bylaws or by law to be insured by the Association, such improvements or common elements shall be promptly repaired and restored by the Association using the proceeds of insurance. If such proceeds are inadequate to cover the cost of such repair and restoration, unit owners shall be assessed on an equitable basis according to the benefit derived by them from such repair and restoration. However, if (a) the proceeds of such insurance are inadequate by a substantial amount to cover estimated costs of repair and restoration of an essential improvement or common element, or (b) such damage constitutes substantially total destruction of the condominium property or of one or more buildings comprising the condominium property, or (c) those units owners entitled to exercise seventy-five (75%) percent or more of the total voting power held by those units owners directly affected by such damage or destruction, voting in accordance with the procedure established

in the bylaws, shall determine not to repair or restore, the Association shall proceed to realize the salvage value of that portion of the condominium property so damaged or destroyed by sale or otherwise, and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale or other disposition of the property, together with the proceeds of any insurance, after making provision for removal of all debris and the restoration of the land to level grade, if appropriate, shall be considered as one fund and shall be divided among unit owners directly affected by such damage or destruction in proportion of their encumbrances on any affected unit shall be relegated to the interest of the owner thereof in any fund.

15. **EMINENT DOMAIN.** If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the Association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the Association and distributed by it among unit owners in proportion to their respective undivided interest in the common elements or limited common elements so taken, injured, or destroyed, except that such funds as are deemed by the Association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

16. **FIRE AND EXTENDED COVERAGE INSURANCE.** The governing board of the Association, or the managing agent, shall obtain and continue in effect insurance against loss by fire or other casualties (including but not limited to flood and windstorm) normally covered under broad-form fire and extended coverage, windstorm insurance and flood insurance, as written in Florida, covering all common elements, all structural portions of any improvements located on the common areas, specifically excluding any structures located on each condominium unit. Such insurance coverage on structures located on an individual unit shall be optional to the unit owner. In the event of any damage to or destruction of any portion of the property so insured, insurance proceeds shall be collected, applied, and disbursed as provided in Paragraph 14 of this Declaration.

17. **LIABILITY INSURANCE.** The governing board of the Association, or the

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managing agent, shall obtain and continue in effect, insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the common elements in such amounts, satisfactory to mortgagees holding first mortgages on the units, as shall be determined by the governing board.

18. INSURANCE BY ASSOCIATION; EFFECT. Any insurance obtained or maintained by the Association or the governing board thereof, or by any managing agent retained by the Association or governing board, shall be without prejudice to the rights of unit owners to obtain and maintain such insurance as they see fit.

19. CONVEYANCE OF UNITS; LIABILITY FOR ASSESSMENT. Whenever a unit is voluntarily conveyed, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of common expenses up to the time of conveyance, without prejudice to the grantees right to recover from the grantor any amount paid by the grantee for such assessments. Any grantee or mortgagee shall be entitled, within fifteen (15) days after request thereof, to a certificate from the governing board of the Association setting forth the amount of any unpaid assessment due the Association from the grantor, and any person, other than the grantor, who relies or such certificate shall be entitled to rely thereon, and shall not be liable for any such amount in excess of the amount set forth in such certificate.

20. AGREEMENTS AND DETERMINATIONS OF ASSOCIATION. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the bylaws, annexed hereto as Exhibit "D", shall be binding on all unit owners, their
heirs, successors and assigns.

21. DUTIES AND LIABILITIES OF DEVELOPER. So long as Developer, its successors and assigns, owns one or more of the units established and described herein, Developer, its successors and assigns shall be subject to the provisions of this Declaration and of all exhibits attached hereto. Developer covenants to take no action that would adversely affect the right of the Association with respect to assurances against latent defects in the property, or other rights assigned to the Association by reason of the establishment of the

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condominium.

22. **Unit Owners' Association.** The administration and management of the condominium shall be vested in an Association, to be known as Calusa Campground Condominium Association. The Association shall be a Florida not for profit corporation and shall be governed by the bylaws.

23. **Delegation of Managerial and Administrative Duties.** Any right, privilege, or duty herein granted to or imposed on the Association of the governing board thereof other than the determination and levy of assessments for common charges and the enforcement of liens for failure to pay the same may be delegated to a professional corporate managing agent by mutually binding contract entered into between the president or authorized agent of the Association and such managing agent.

24. **Amendment of Declaration.** The Declaration may be amended or supplemented by the affirmative vote of those unit owners entitled to exercise seventy-five (75%) percent of the total voting power of the Association, cast in person or by proxy at a meeting duly called and held in accordance with the bylaws. No such amendment shall be effective until recorded in the office of the Clerk of the Circuit Court of Monroe County, Florida.

25. **Invalidity.** If any one or more provisions of this Declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this Declaration.

26. **Waiver.** No provisions contained in this Declaration shall be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of such failure of enforcement.

27. **Captions.** Captions are inserted in this Declaration for convenience and reference only, and shall not be taken in any way to limit or describe the scope of this Declaration or any provision hereof.

28. **Use Restrictions.** The Board of Directors may adopt reasonable restrictions regarding the use and improvements made to condominium units to promote, preserve and protect the uniform appearance and protect the value of the condominium units. Such use

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restrictions shall be adopted as promulgated rules and regulations and which shall be approved by a majority of the unit owners of the Association.

29. **Riparian and Littoral Rights.** Each unit owner shall individually own, appurtenant to the unit, all of the littoral and riparian rights attributable to each unit for those units which have a water boundary. The boundaries separating the littoral and riparian rights of each unit shall be the side boundaries of each unit extended into the adjacent waters. The ownership of the water frontage of each condominium unit shall be subject to the laws of the State of Florida and the laws of the United States regarding public ownership and access of shorelines.

30. **Utility Easements.** Utility easements along the front of each condominium unit are shown in the graphics of the condominium attached hereto as Exhibit "B". The unit owner shall be responsible for the maintenance, care and repair of all utility lines extending from any meters or connections located in the utility easement.

31. **Requirements for Improvements.** All improvements made or constructed on each condominium unit shall be in conformance with all federal, state and county laws, rules, regulations and codes. All improvements, and repairs, alterations and reconfiguration of existing improvements shall require the issuance of a Monroe County building permit.

32. **Parking.** No parking of vehicles or any structures of any kind, whether motorized, wheeled or stationery, shall be made on any common element or easement in the condominium property. All parking shall be located within the confines of each unit.

33. **Television Reception.** No restriction shall be made by the Condominium Association concerning television reception devices. Unit owners shall be entitled to employ any means of television reception available, now, or in the future, including by not limited to cable, antennas, and satellite dishes.

34. **Violation of Declaration of Condominium.** In the event any unit owner violates any of the provisions of this Declaration of Condominium, the Condominium Association, or any condominium owner may enforce the provisions of this Declaration by injunction. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees.

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35. **ELECTRIC SERVICE RESPONSIBILITY.** Electric service is provided by the Florida Keys Electric Cooperative Association (FKEC). FKEC shall only be responsible for providing overhead primary distribution lines, transformers, overhead secondary wires, and meters. Where special concrete poles are used, they will be provided by the Condominium Association. All of the underground secondary lines and meter pedestals within the condominium shall be the property of the Condominium Association and a part of the common elements. The Condominium Association shall have the sole responsibility for the upkeep, maintenance, repair and replacement of all such lines and meter pedestals. The meters will be read by the FKEC and billed directly to the member. A blanket easement for assess to the condominium property is granted to the FKEC for installing and maintaining overhead lines and reading meters. The Condominium Association holds harmless, releases, indemnifies and saves the FKEC from any and all claims for damages to persons and property, arising out of the installation, upkeep, repair, maintenance and replacement of all underground secondary electric lines and meter pedestals beyond the attachment at the weatherhead at the rise pole provided by the Condominium Association.

In witness whereof, Developer has executed this Declaration of Condominium on June 25, 1999.

Signed in the presence of:

(Signature of Witness)
Print Name: Cynthia P. Little

(Signature of Witness)
Print Name: Laura A. Ganim

Print Name: George Eager

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State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 25 day of June, 1999, by George Eager.

(Signature of Notary Public)
Print, Stamp or Type Notary Name

(Notary Seal) LAURA A. GANIM
MY COMMISSION # CC 799613
EXPIRES: December 29, 2002
Bonded Thru Notary Public Underwriters

LEGAL DESCRIPTION

PARCEL A

Lots 2, 3, and 4, in Section 28, Township 61 South, Range 39 East, MODEL LAND COMPANY'S PLAT, according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida.

AND

PARCEL B

Lots 15 through 21, inclusive, Block 3, SUNSET WATERWAYS, according to the Plat thereof, as recorded in Plat Book 4, at Page 31, of the Public Records of Monroe County, Florida.

AND

PARCEL C

On the Island of Key Largo and being all that part of Lot 1, of section 28 Township 61 South, Range 39 East, lying North of a 20 foot road and lying North of the former right of way of the Florida East Coast Railway according to a survey made by P.D. Jenkins, C.E. and according to the Plat thereof, as recorded in Plat Book 1 at Page 68 of the Public Records of Monroe County, Florida.

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FILE #1136807
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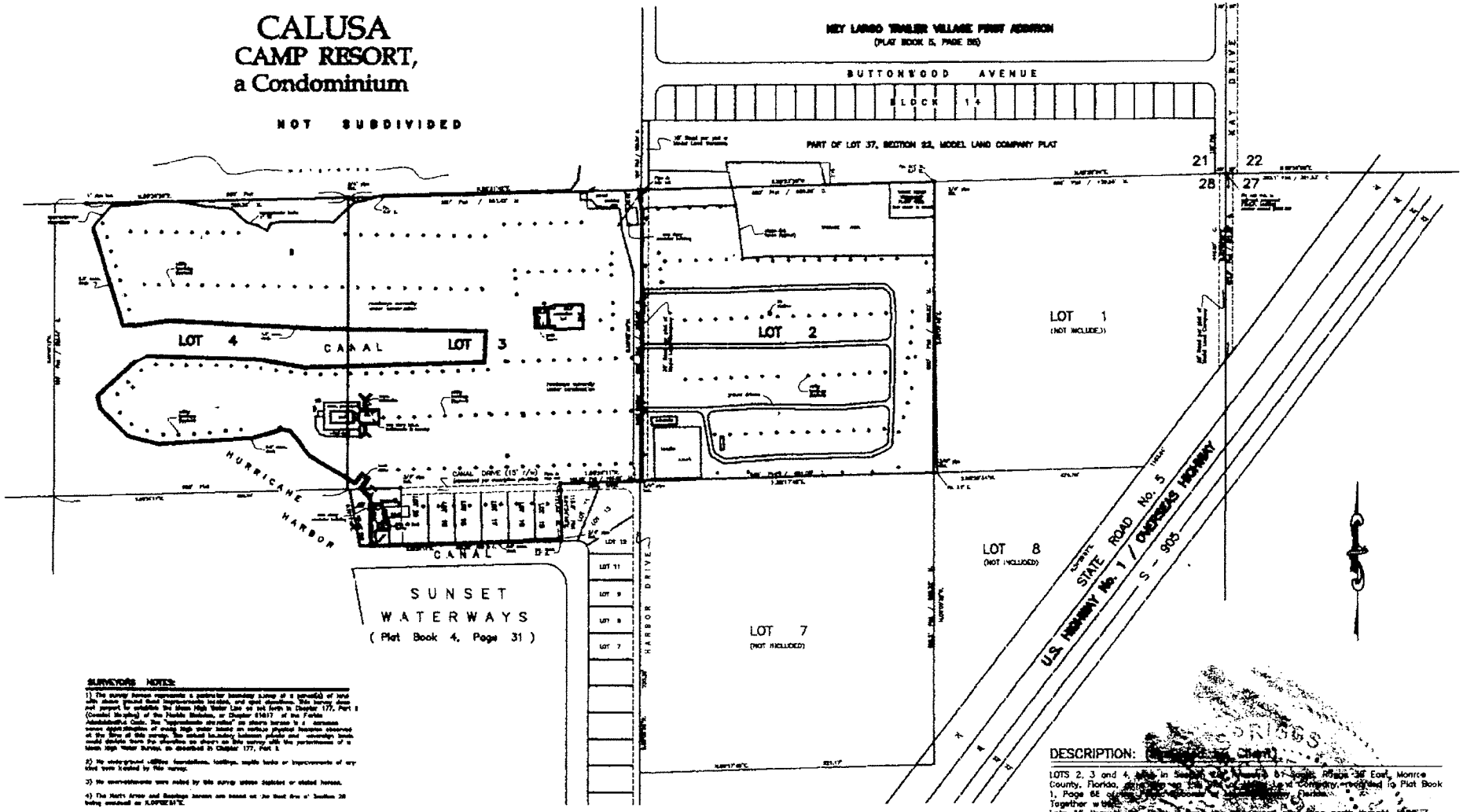
Exhibit "B"

CALUSA
CAMP RESORT,
a Condominium

NOT SUBDIVIDED



SURVEYORS NOTES:

1) The survey hereon represents a partial boundary survey of a parcel(s) of land only, showing found land improvements, fences, and land features. This survey does not purport to establish the lines that Water Law of 1st form in Chapter 177, Part II (Coastal Mapping) of the Florida Statutes, or Chapter 61G17 of the Florida Administrative Code. The "improvements shown" on above hereon is a common means approximation of mean high water based on methods physical features observed at the time of this survey. The actual boundary between public and riparian lands could deviate from the elevations as shown on this survey with the performance of a mean high water survey, as detailed in Chapter 177, Part I.

2) No underground utility foundations, footings, septic tanks or improvements of any kind were located by this survey.

3) No encroachments were noted by this survey unless depicted or stated hereon.

4) The North Arrow and Bearings hereon are based on the West line of Section 28 being considered as N.0°00'00"E.

5) The description hereon was provided by the client, or agent of the client for the purpose of this survey. This survey does not certify ownership, which is subject to opinion of title.

6) Any underlying easements of record that are of the described parcel for rights of way, ingress and egress as shown on this survey drawing, however, this survey does not purport to reflect any adjacent easements or rights of way which are not specifically stated in the description or provided by the client, as shown on the recorded plat of which this survey is a part. This survey does not certify that no other instruments (recorded or unrecorded) exist which may affect the title of this parcel.

7) This survey was made for the sole use of the client as stated hereon and is not transferable for consideration use by third parties, or purchasers other than those stated specifically hereon (if applicable).

DESCRIPTION: [illegible] Client)

LOTS 2, 3 and 4, [illegible] 61-South, Range 38 East, Monroe County, Florida, [illegible] Plat Book 1, Page 68 [illegible] Florida.
Together with [illegible]
Lots 15 through [illegible] north shoreline, SUNSET WATERWAYS, as [illegible] Plat Book 4, Page 31, of Public Records of Monroe County, Florida.

SHEET 1 of 2 - BOUNDARY SURVEY

HAL THOMAS - PROFESSIONAL LAND SURVEYING

Client: CALUSA CAMP RESORT	Field Survey hereon completed on: 5-12-98
Drawn by: KPS Fieldbook: T-21 Scale: 1"=100'	Parcel located on: KEY LARGO Monroe County, Florida
Section 28 Township 61 South Range 39 East	AutoCAD Drawing No. 14398
Supervisor: B Directory: C:\DWG Revision date:	Description:

Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper

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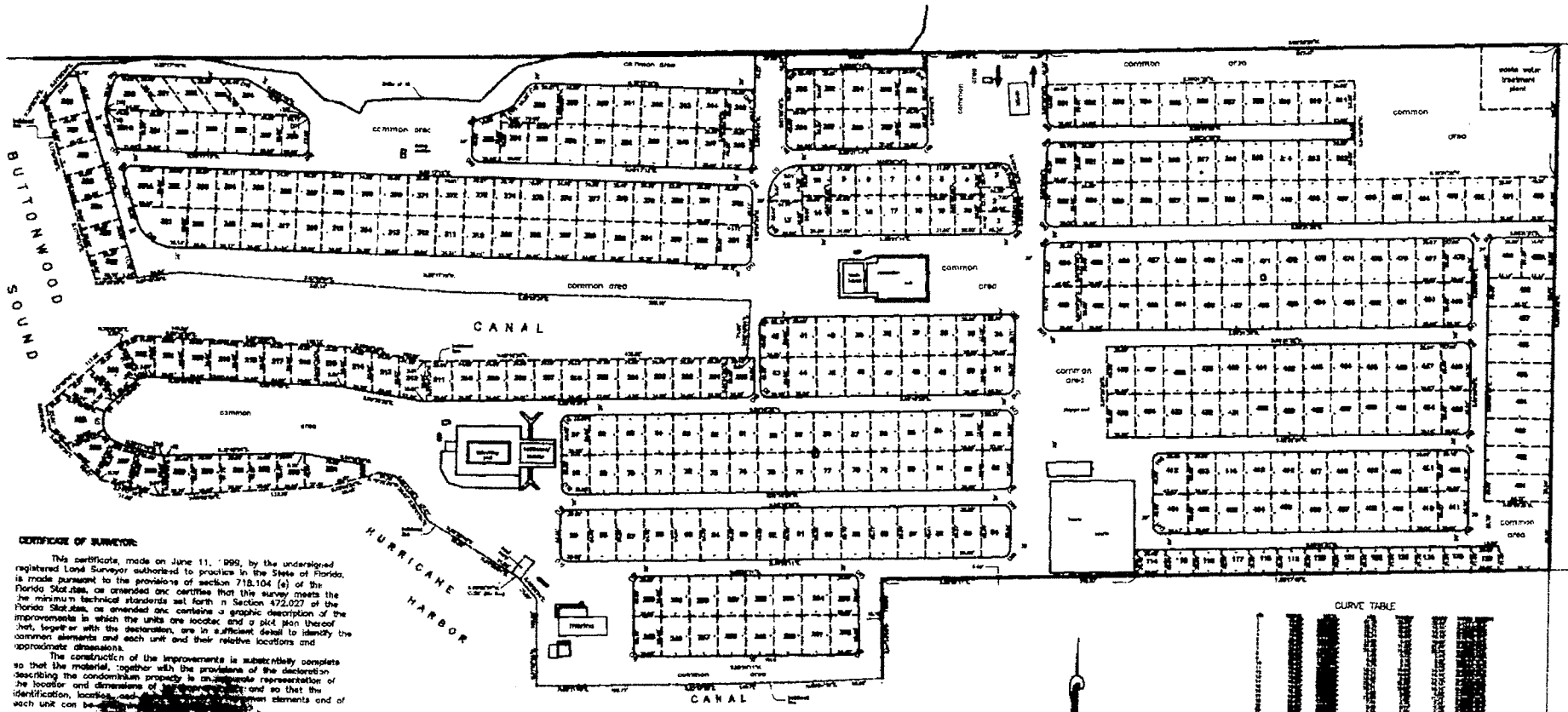


CERTIFICATE OF SURVEYOR:

This certificate, made on June 11, 1999, by the undersigned registered Land Surveyor authorized to practice in the State of Florida, is made pursuant to the provisions of section 718.104 (e) of the Florida Statutes, as amended and certifies that this survey meets the the minimum technical standards set forth in Section 472.027 of the Florida Statutes, as amended and contains a graphic description of the improvements in which the units are located and a plot plan thereof that, together with the declaration, are in sufficient detail to identify the common elements and each unit and their relative locations and approximate dimensions.

The construction of the improvements is substantially complete so that the material, together with the provisions of the declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements and so that the identification, location and dimensions of the common elements and of each unit can be determined.

NO. 5149
STATE OF FLORIDA
REGISTERED LAND SURVEYOR

NOTES.

1) The configuration of the lots as shown hereon are based on the instructions of the client.

2) Set sheet 1 of 2 for particular boundary information

CALUSA CAMP RESORT, a Condominium

SHEET 2 of 2 - SITE PLAN

HAL THOMAS - PROFESSIONAL LAND SURVEYING

P.O. Box 379 / 9150 Overseas Highway, Marathon, Florida, 33050

Phone (305) 743-3929 / Fax (305) 743-9566

Client: CALUSA CAMP RESORT | Field Survey hereon completed on:

Drawn by: KPS | Fieldbook: T-22 | Scale: 1"=60' | Parcel located on: KEY LARGO | Monroe County, Florida

Section 28 | Township 61 South | Range 30 East | AutoCAD Drawing No. 14399

Computer: B | Directory: C:\DWG | Revision date: 6-11-99 | Description: add setbacks

CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM

Community Bank of Florida, fka Community Bank of Homestead, a state banking corporation, and the holder of a mortgage dated May 5, 1998, and recorded May 15, 1998, in the Official Record Book 1515, Page 1111, of Monroe County, Florida does hereby consent to the filing of the foregoing Declaration in accordance with the Section 718.104 of the Condominium Act.

Signed, Sealed and Delivered in the presence of:

COMMUNITY BANK OF FLORIDA

By: _____

Attest: _____

{SEAL}

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on July 7, 1999, by Richard A. Drake and Thomas Thrasher as Executive Vice President and Vice President of Community Bank of Florida, a state banking corporation, who executed the above document on behalf of the corporation and who are personally known to me or produced _____ as identification and who did _____ take an oath.

{SEAL}

OFFICIAL NOTARY SEAL
LETICIA ANGUIANO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC501748
MY COMMISSION EXP. OCT. 31,1999

Notary Public Leticia Anguiano
Stamp, Print or Type Name

EXHIBIT "C"

MONROE COUNTY
OFFICIAL RECORDS

FILE #1136807
BK#1589 PG#489

MONROE COUNTY
OFFICIAL RECORDS

FILE #1461335
BK#2031 PG#1918

IN THE CIRCUIT COURT OF THE
16TH JUDICIAL CIRCUIT IN AND
FOR MONROE COUNTY, FLORIDA

MONROE COUNTY
OFFICIAL RECORDS

EAGER FAMILY LIMITED PARTNERSHIP, LP,
a Florida Corporation,

Plaintiff,

vs.

CASE NO. CAP-02-445

FILE #1443993
BK#2003 PG#2473

CALUSA CAMPGROUND CONDOMINIUM
ASSOCIATION, a Florida Non-Profit Condominium,
WILFREDO and ILEANA SANCHEZ,
Husband and Wife, and JOSE M. HERNANDEZ,
an Individual.

Defendants.

RCD Aug 04 2004 10:30AM
DANNY L KOLHAGE, CLERK

RCD May 13 2004 01:08PM
DANNY L KOLHAGE, CLERK

FINAL JUDGEMENT OF REFORMATION/ AMENDING DECLARATION OF CONDOMINIUM

THIS CAUSE came on before the Court by agreement of the parties based upon the pleadings and mediated settlement in this cause. The parties have agreed to the findings of fact and conclusions of law as follows:

A. Calusa Campground Condominium is a condominium located in Monroe County, Florida and is operated by the Defendant/Counterplaintiff, Calusa Campground Condominium Association, Inc. (hereinafter the "Association").

B. Condominium consists of 367 units (also known as lots), each of which is to be used as a recreational vehicle site.

C. An agent of Plaintiff/Counterdefendant, Eager Family Limited Partnership (hereinafter the "Developer"), erroneously recorded a Declaration of Condominium at Official Records Book 1521 at Pages 1771 through 1778 of the Public Records of Monroe County, Florida (the "First Declaration").

D. Thereafter, another Declaration of Condominium was filed at Official Records Book

* Re-Recording to add Exhibit A.

110

1589 at Pages 476-489 of the Public Records of Monroe County, Florida (the "Second Declaration").

E. The Second Declaration contains a survey which does not accurately depict portions of the common area lots, lots and improvements "as-built".

F. As a result of the errors, omissions and inaccuracy, the Court finds that a reformation of the Declaration and surveys creating and governing the Condominium is required. Furthermore, as a result of the mediated settlement between the parties, the parties have agreed to further revisions to the Condominium property and improvements of certain lots owned by the Developer.

Accordingly, it is ORDERED and ADJUDGED as follows:

1. This Final Judgment of Reformation is entered in favor of and for the benefit of both the Developer and the Association, which represents the common interests of all unit owners in accordance with Rule 1.221, Fla.R.Civ.P.

2. The First Declaration of Condominium recorded at Official Records Book 1521 at Pages 1771 through 1778 on June 17, 1998 is hereby cancelled and of no further force and effect.

3. The Second Declaration is hereby affirmed as the Declaration of Condominium creating and controlling the Condominium except as it relates to the survey attached to it.

4. The survey attached hereto and made a part hereof as "Exhibit A" shall hereinafter be the survey which properly and accurately describes the location and dimensions of the common elements, units and improvements.

5. The Declaration of Condominium is hereby amended to incorporate and adopt "Exhibit A" hereto as the site plan for the Condominium. Recording of this Judgment shall constitute as an Amendment to the Declaration of Condominium.

6. The Developer shall be entitled to add to any units owned by the Developer

FILE #1443993
BK#2003 PG#2474

FILE #1461335
BK#2031 PG#1919

electrical, water and sewer service at the Developer's sole cost and expense. As set forth in the Settlement Agreement between the parties, the Developer agrees to release, indemnify and hold the Association harmless from any and all claims, damages, losses and costs arising from such installation of utilities and the subsequent sale of any affected units which agreement shall survive the sale of units.

7. This Court reserves jurisdiction to enforce the terms of this Order and for all other matters that may remain pending in this litigation or that remain to be performed under the Settlement Agreement reached between the parties at mediation.

DONE AND ORDERED in Chambers in Plantation Key, Florida this 11 day of May, 2004.

Judge Luis M. Garcia, Circuit Judge

Copies Furnished to:

5/11/04

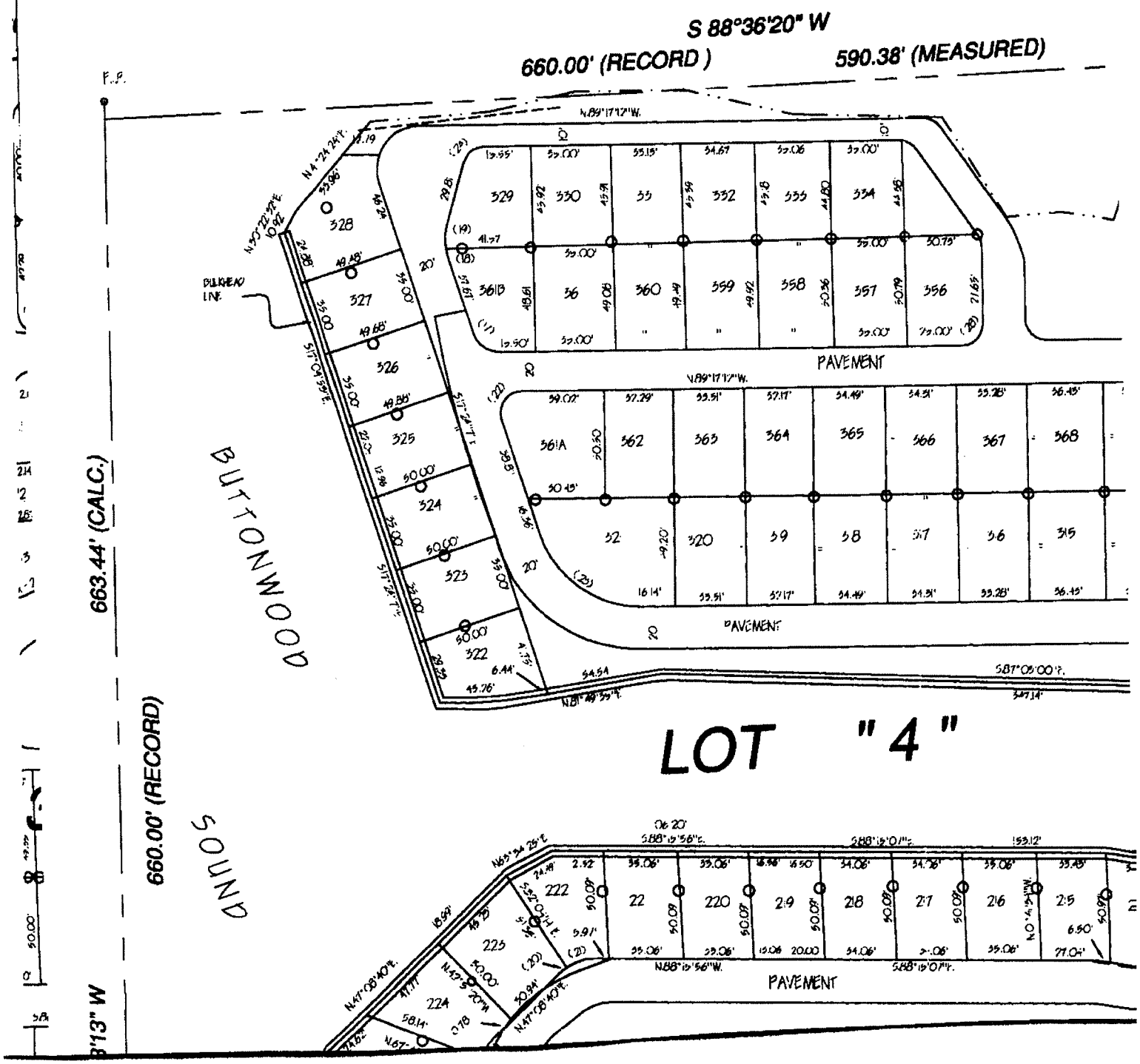
Gus H. Crowell, Esq.
David Rogel, Esq.
Luis E. Diaz, Esq.
Rudolfo Nunez, P.A.

FILE #1443993
BK#2003 PG#2475

FILE #1461335
BK#2031 PG#1920

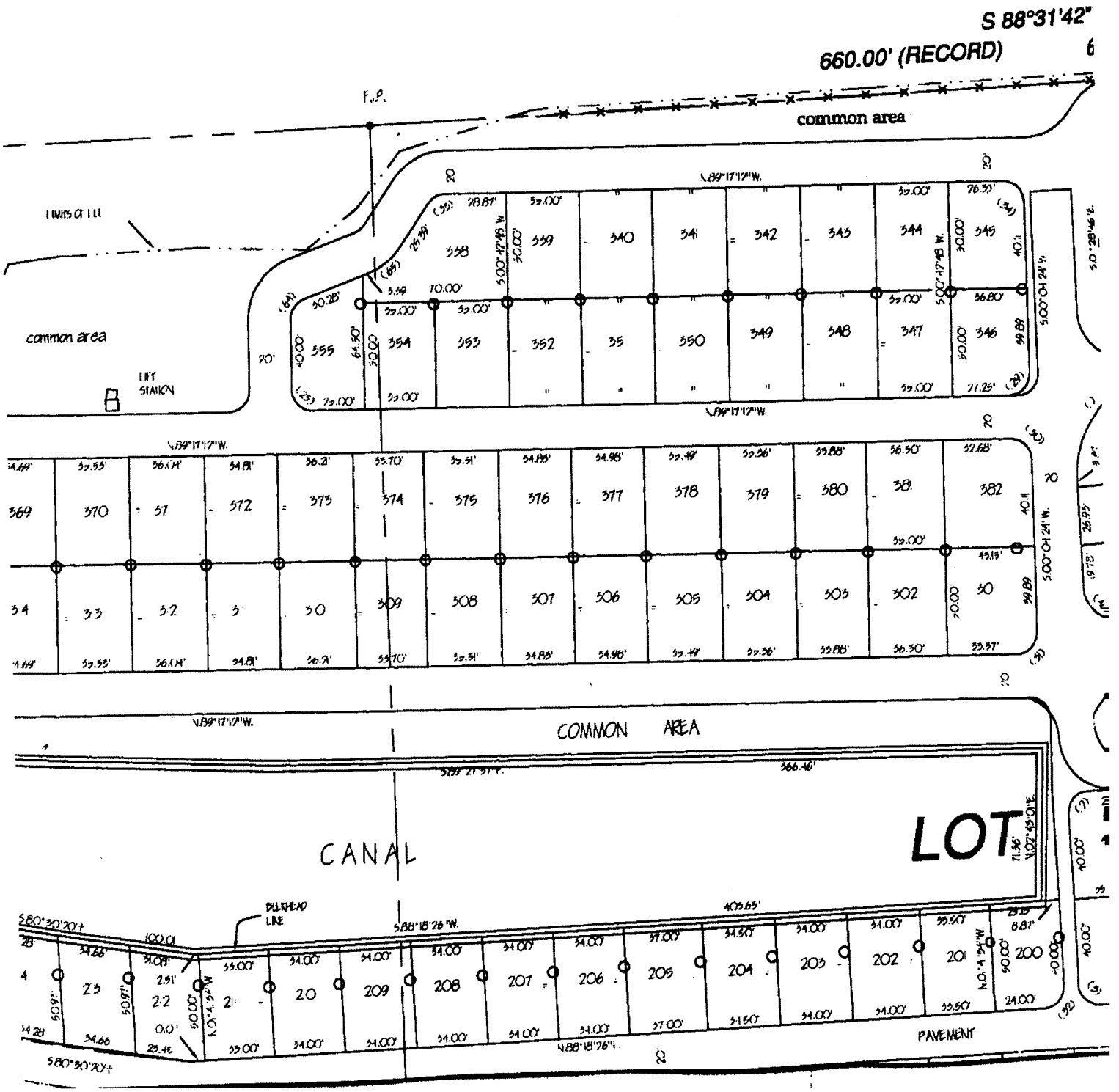
MONROE COUNTY
OFFICIAL RECORDS

FILE #1461335
BK#2031 PG#1921



FILE #1461335
BK#2031 PG#1922

CALUSA CAMPGROU



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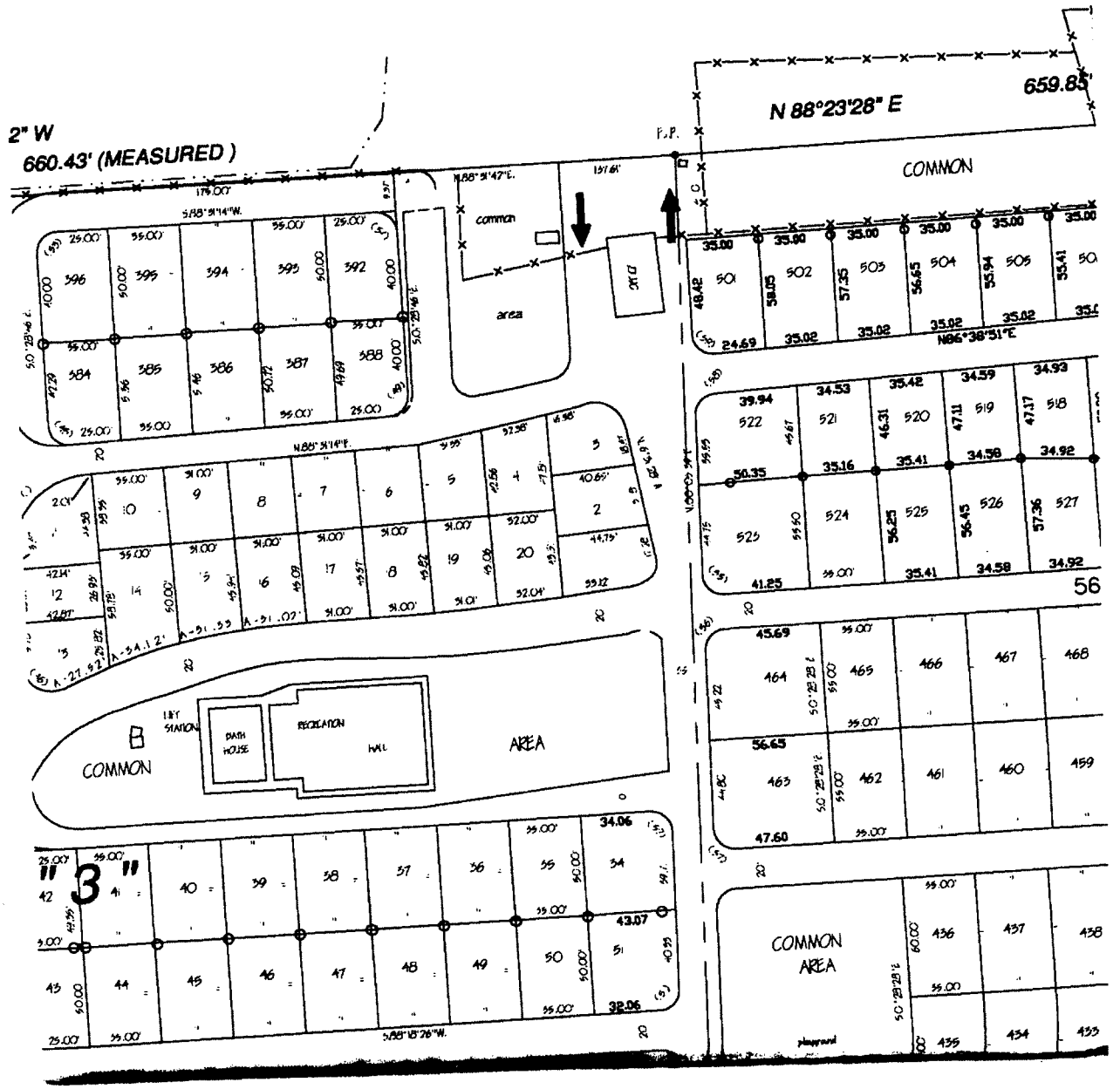
BK#2031 PG#1923

JND CONDO AS-BUILT



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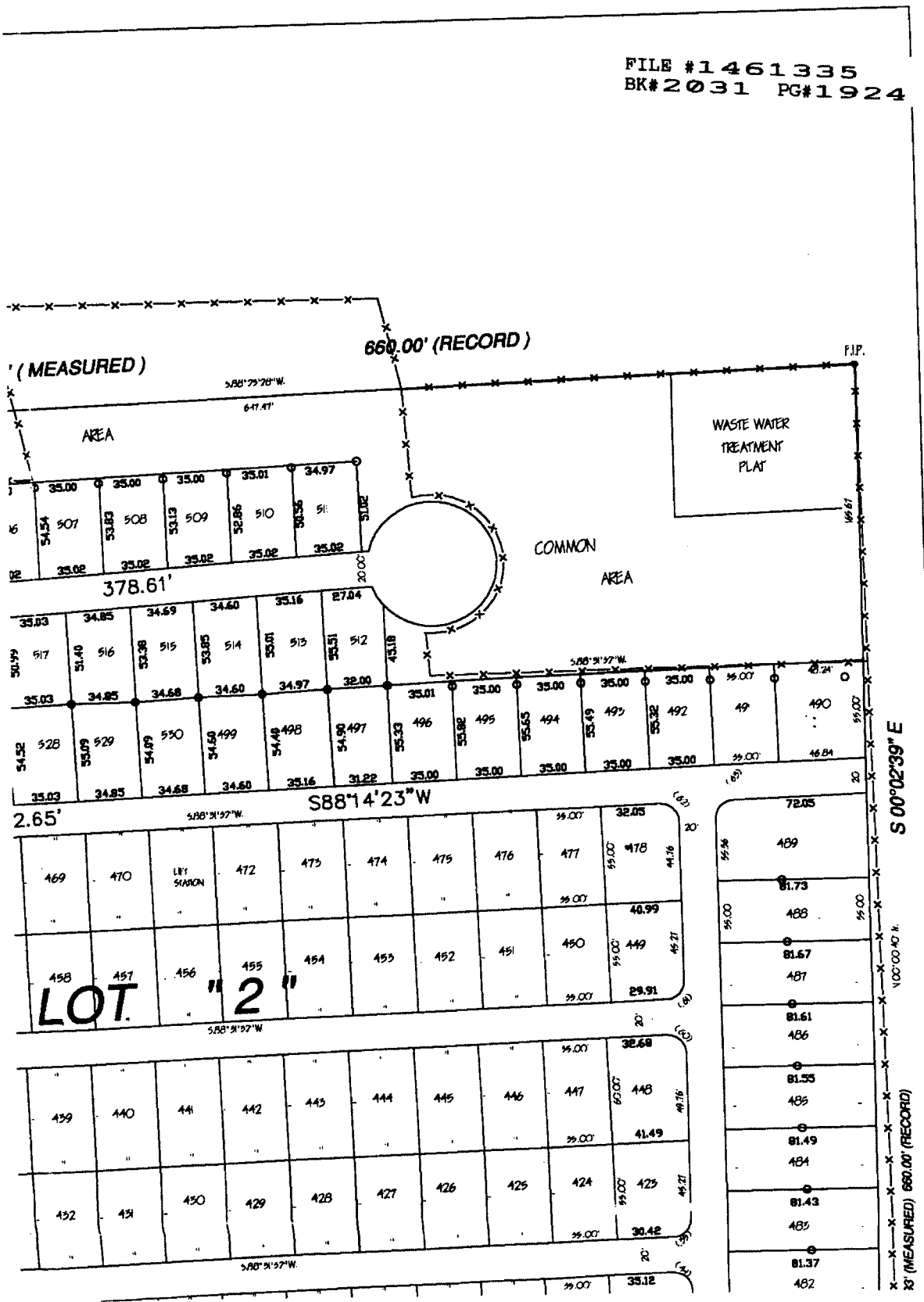

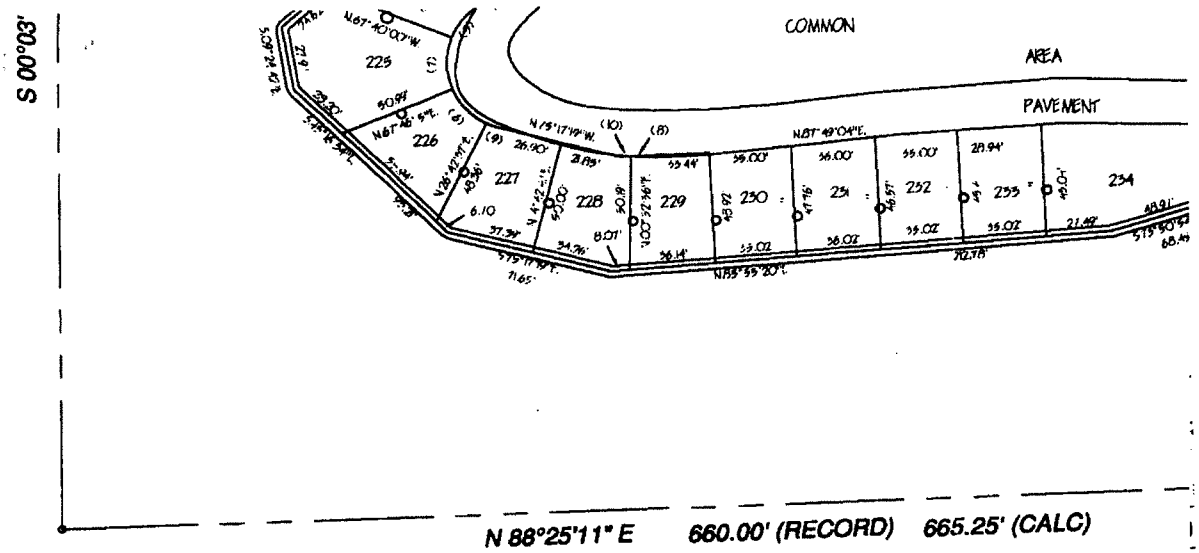

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	40.00'	89°26'49"	61.79'	38.95'	55.80	N44°17'49"E
2	10.00'	90°00'00"	15.71'	10.00'	14.14'	N45°18'26"E
3	10.00'	90°00'00"	15.71'	10.00'	14.14'	N46°41'34"W
4	10.00'	90°00'00"	15.71'	10.00'	14.14'	N45°18'26"E
5	50.00'	24°45'59"	12.99'	6.60'	12.89'	N54°44'30"E
6	50.00'	41°08'37"	21.50'	11.25'	21.04	N42°45'54"W
7	50.00'	44°53'49"	39.55'	17.29'	38.54'	N00°09'01"E
8	25.00'	05°18'40"	1.46	0.73	1.46'	S87°54'40"W
9	50.00'	17°59'57"	15.69'	7.91'	15.62'	N69°17'21"W
10	25.00'	15°28'40"	6.75'	3.40	6.73'	N85°01'40"W
11	10.00'	90°00'00"	15.71'	10.00'	14.14'	N46°34'49"W
12	10.00'	90°00'00"	15.71'	10.00'	14.14'	N46°41'34"W
13	10.00'	89°55'15"	15.69'	9.90'	14.13'	N45°28'49"E
14	10.00'	90°00'00"	15.71'	10.00'	14.14'	N46°34'49"W
15	10.00'	90°00'00"	15.71'	10.00'	14.14'	N45°25'11"E
16	10.00'	28°40'39"	5.00'	2.56	4.95'	S14°56'07"E
17	10.00'	71°52'59"	12.55'	7.25	11.74'	N59°20'49"W
18	25.00'	17°05'25"	7.46'	3.75'	7.43	N00°52'36"W
19	25.00'	17°09'05"	7.48'	3.77	7.45'	N00°19'59"E
20	25.00	09°32'10"	4.16	2.08'	4.16	N59°49'59"E
21	25.00	36°09'11"	15.30'	7.90	15.06	N34°12'21"E
22	10.00'	108°01'06"	18.85'	12.91'	16.19'	N56°39'51"
23	90.00'	71°52'55"	62.93'	36.25'	58.10'	N59°20'49"W
24	10.00'	75°34'39"	12.90	7.52	12.02	N65°49'29"E
25	10.00'	90°00'00"	15.71'	10.00'	14.14'	N44°17'21"W
26	20.00'	23°10'45"	8.09'	4.10'	8.04'	S49°03'49"E
27	20.00'	39°09'42"	13.67'	7.08'	13.01'	S87°21'33"E
28	10.00'	90°00'00"	15.71'	10.00'	14.14'	S45°47'43"W
29	10.00'	90°38'24"	15.82'	10.11'	14.22'	S45°25'36"W
30	10.00'	89°21'36"	15.60'	9.89'	14.06'	S44°34'24"E
31	10.00'	90°38'24"	15.82'	10.11'	14.22'	S45°25'36"W
32	10.00'	90°00'00"	15.71'	10.00'	14.14'	S45°18'26"W
33	10.00'	99°00'39"	17.60'	12.21'	15.74'	N65°12'34"E
34	10.00'	89°21'36"	15.60'	9.89'	14.06'	S44°34'24"E
35	10.00'	88°52'11"	15.45'	9.76'	13.96'	S44°18'26"W
36	10.00'	90°00'00"	15.71'	10.00'	14.14'	S45°25'11"W
37	10.00'	90°00'00"	15.71'	10.00'	14.14'	S46°34'49"E
38	10.00'	88°19'39"	15.42'	9.71'	13.93'	S44°18'29"W
39	10.00'	91°41'12"	16.00'	10.32'	14.36'	S45°41'49"E
40	10.00'	165°12'45"	28.83'	19.69'	19.92'	S44°12'02"W
41	10.00'	90°00'00"	15.71'	10.00'	14.14'	N46°28'38"W
42	10.00'	90°00'00"	15.71'	10.00'	14.14'	N45°18'22"E
43	10.00'	88°52'11"	15.45'	9.76'	13.96'	S44°18'26"W
44	10.00'	91°27'49"	15.96'	10.26'	14.32'	S45°41'34"E
45	10.00'	90°00'00"	15.71'	10.00'	14.14'	N46°28'46"W
46	50.00'	17°29'59"	29.19'	17.46'	29.09'	N37°49'31"W
47	10.00'	91°41'12"	16.02'	10.32'	14.36'	S45°41'49"E
48	10.00'	149°57'18"	26.08'	16.17'	19.77'	S54°00'01"E
49	10.00'	90°00'00"	15.71'	10.00'	14.14'	S45°31'34"W
50	10.00'	88°29'39"	15.45'	9.75'	13.96'	S44°18'26"W
51	10.00'	88°17'48"	15.40'	9.69'	13.92'	S44°17'07"W
52	10.00'	91°41'12"	16.02'	10.32'	14.36'	S45°41'49"E
53	10.00'	90°00'00"	15.71'	10.00'	14.14'	N45°31'34"E
54	10.00'	90°00'00"	15.71'	10.00'	14.14'	S46°28'46"E
55	10.00'	91°54'07"	15.98'	10.28'	14.33'	N45°41'23"W
56	10.00'	88°29'39"	15.45'	9.75'	13.96'	N44°18'29"E
57	10.00'	91°54'07"	15.98'	10.28'	14.33'	N45°41'23"W
58	10.00'	88°29'39"	15.45'	9.75'	13.96'	N44°18'29"E
59	10.00'	90°00'00"	15.71'	10.00'	14.14'	N46°28'38"W
60	10.00'	91°27'49"	15.96'	10.26'	14.32'	S45°41'34"E
61	10.00'	88°52'11"	15.45'	9.76'	13.96'	S44°18'26"W
62	10.00'	91°27'49"	15.96'	10.26'	14.32'	S45°41'34"E
63	10.00'	88°52'11"	15.45'	9.76'	13.96'	N44°18'26"E
64	10.00'	69°54'34"	12.20'	6.99'	11.46	N35°40'06"E
65	50.00'	34°59'09"	15.25'	9.14'	15.00'	S55°09'59"W

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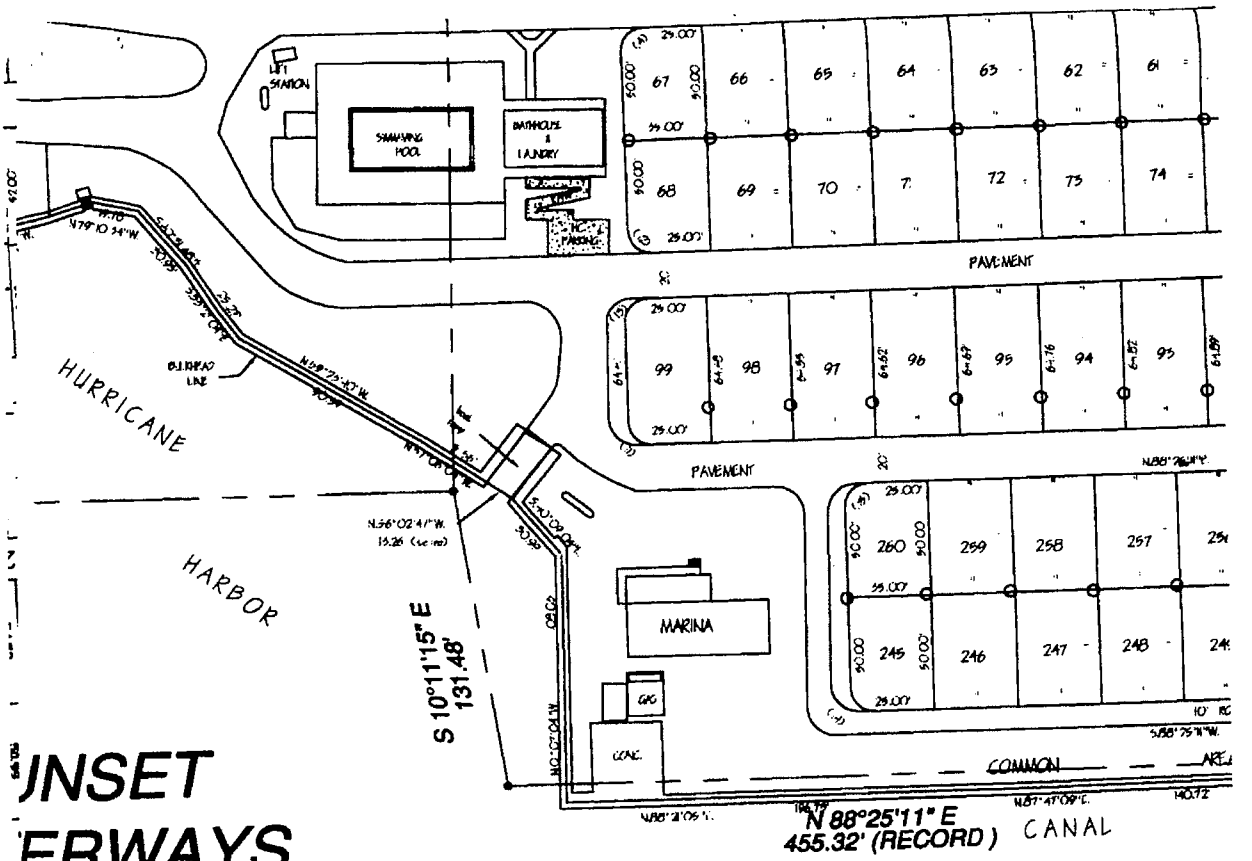
(PLAT BO

FILE #1461335
BK#2031 PG#1925



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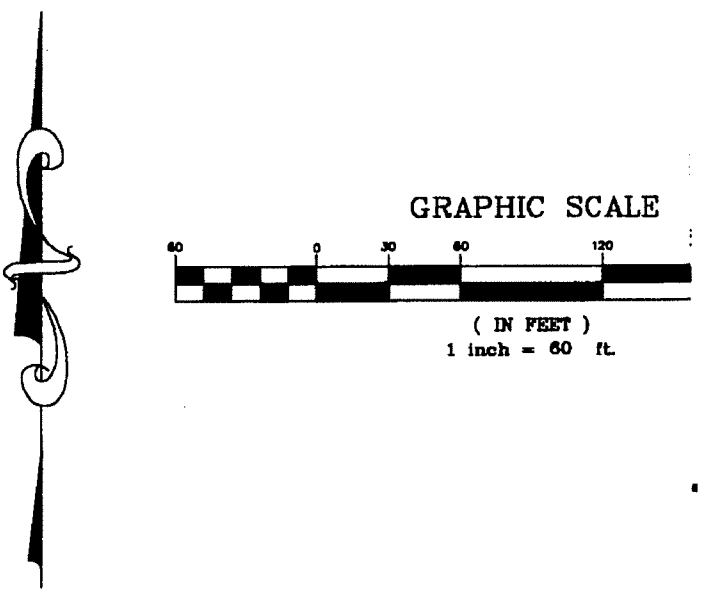

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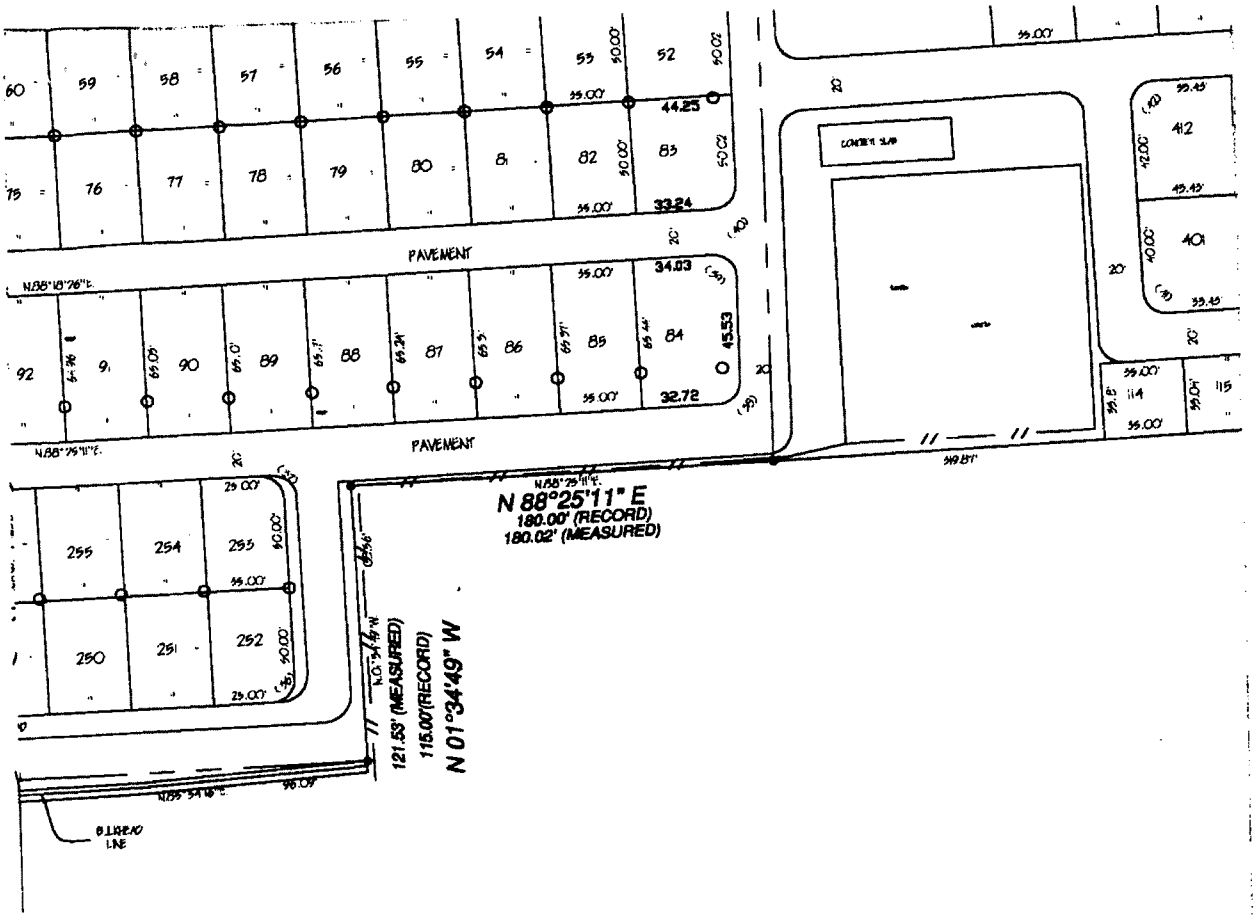

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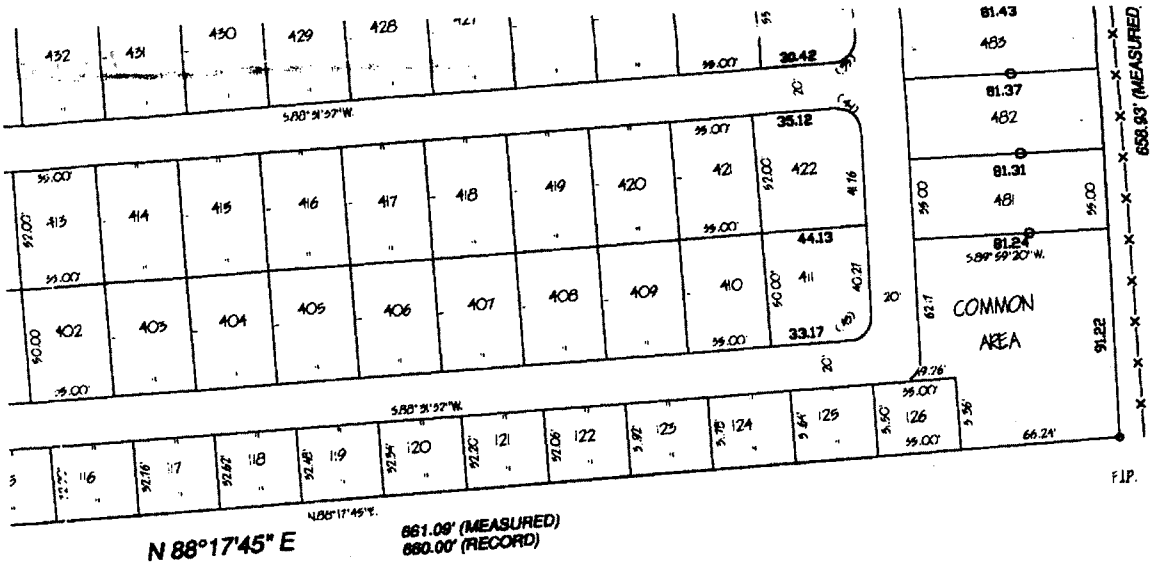
SURVEYOR'S NOTES:

1) NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
2) NO INSTRUMENT OF RECORD REFLECTING EASEMENTS, RIGHT OF WAY, AND OR OWNERSHIP WERE FURNISHED TO THIS SURVEYOR EXCEPT AS SHOWN.
3) THIS SURVEYOR DOES NOT REFLECT OR DETERMINE OWNERSHIP
4) THE PURPOSE OF THIS SURVEY IS TO SHOW THE ACTUAL OCCUPATION OF LOTS
5) THIS AS-BUILT PLAN IS NOT FOR SALES, AN AMENDED PLAT MUST BE DONE FIRST (Elevations not required - Lots corner not Monumented)
6) THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON
7) THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY
8) EXAMINATION OF ABSTRACT OF TITLE WILL HAVE TO BE MADE TO DETERMINE RECORDED INSTRUMENTS, IF ANY, AFFECTING PROPERTY
9) LEGAL DESCRIPTION FURNISHED BY CLIENT

REVISIONS:

THIS SURVEY WAS POSTPONED

FILE #1461335
BK#2031 PG#1927



FILE #1461335
BK#2031 PG#1928

LEGEND:

- FIRE HYDRANT
- CATCH BASIN
- POWER POLE
- CATCH BASIN
- MANHOLE
- 6' CHAIN LINK FENCE

ABBREVIATIONS:

F.I.P.	FOUND IRON PIPE
S.I.P.	SET IRON PIPE
S.I.P.	SET IRON PIPE
F.N.D.	FOUND NAIL AND DISK
S.N.D.	SET NAIL AND DISK

GENERAL SERVICES GROUP, INC
LAND SURVEYORS AND MAPPERS
5055 NW 7TH STREET SUITE 801
MIAMI, FL. 33126
PHONE (305) 461-5878 FAX (305) 461-2192
LB 6920

CARLOS A. HERNANDEZ
LAND SURVEYOR AND MAPPER No. 5769
STATE OF FLORIDA

AS-BUILT SURVEY PREPARED FOR: CALUSA CAMP GROUND CONDO

SHEET 2 OF 2 | JOB #: 01-500

DATE:

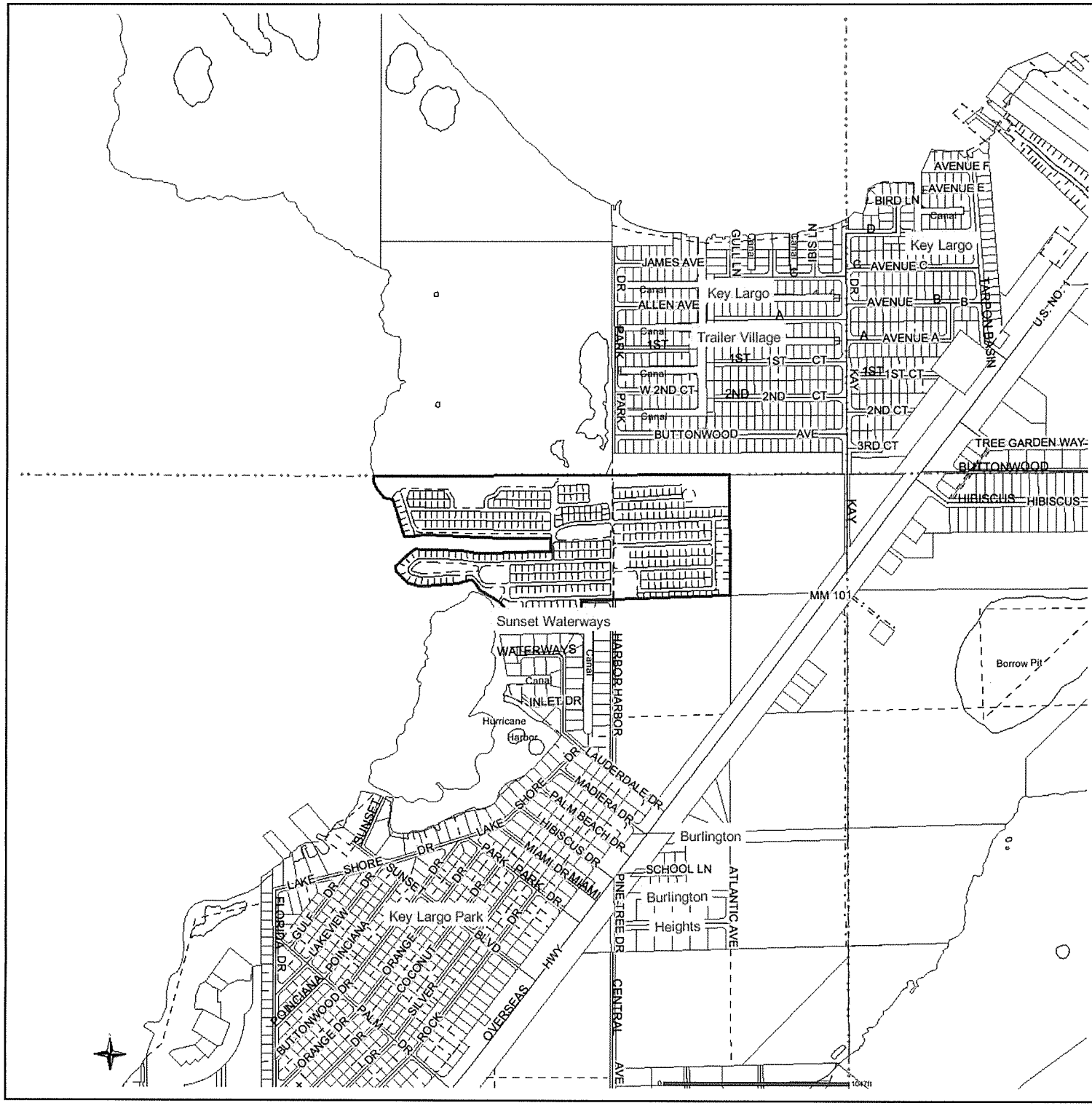
RECORDED | DATE: MAY 4, 2001

MONROE COUNTY
OFFICIAL RECORDS

4

5

Calusa Campground



Legend

- Highlighted Feature
- Lot Lines
- Easements
- Road Centerlines
- Water Names
- Parcels
- Shoreline
- Section Lines

PALMIS

Monroe County Property Appraiser
500 Whitehead Street
Key West, FL

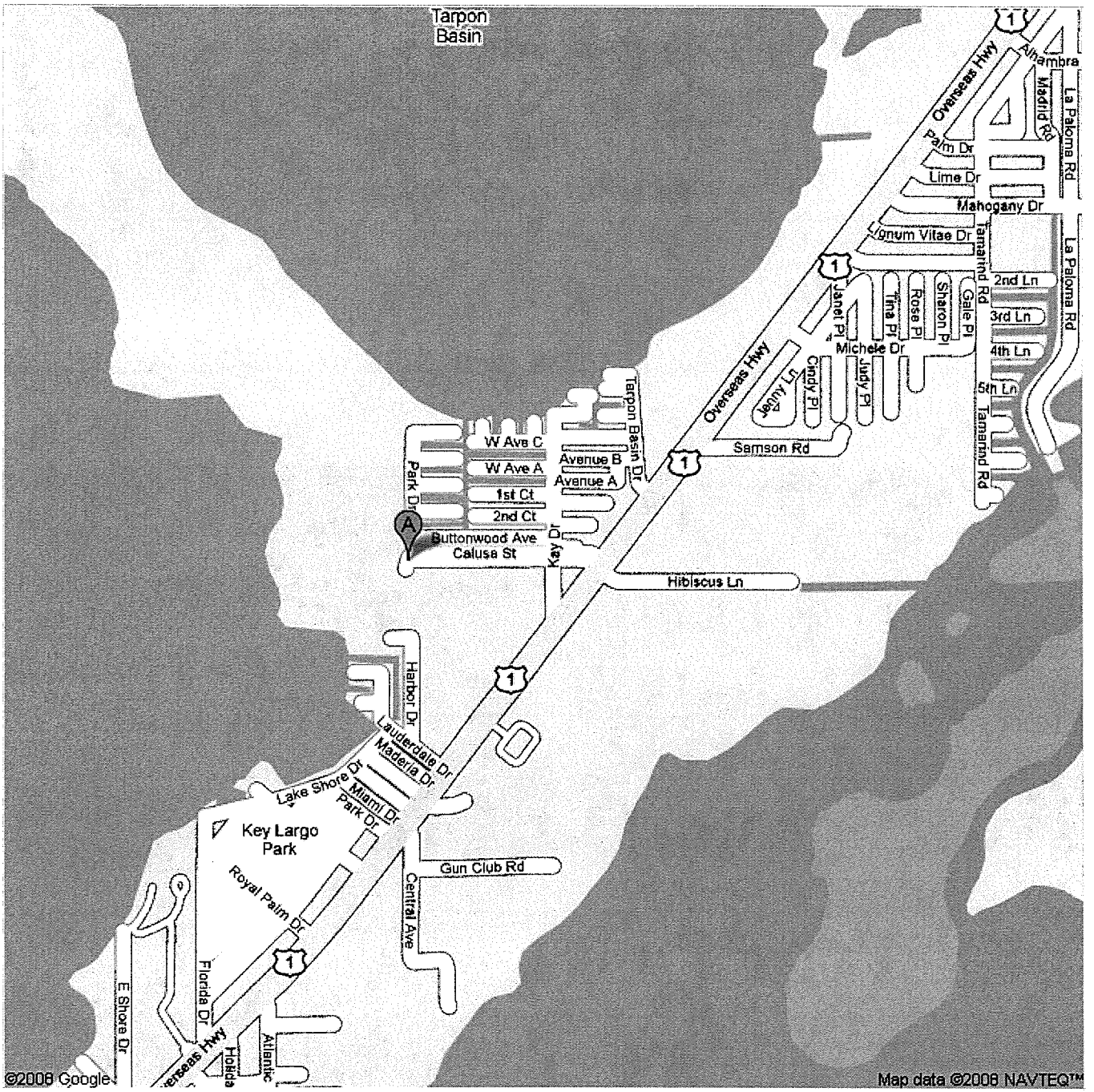
DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot 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.

Date Created: July 18, 2008 8:37 AM

Google Maps

Address **325 Calusa St**
Key Largo, FL 33037

Get Google Maps on your phone
Text the word "GMAPS" to 466453



6

7

STARION INVESTMENTS LLC
101 Giardino Drive
Islamorada, Florida 33026

BARKETT THOMAS &
BARKETT THOMAS JR TRUSTEES
2000 SW 4 Street
Miami, Florida 33129

REED MARTIN A AND MARY
5505 Old Walland
Walland, TN 37886

ZARZA LEIDA DIAZ DE
Apartado 50260
Caracas 1050-A Venezuela

MCCLURE JAMES SCOTT
JEAN MARIE
4620 NE 5 Avenue
Ft. Lauderdale, Florida 33334

GENTILE MICHAEL & KATHY
60 Waterways Drive
Key Largo, Florida 33037

SANTE CHRIS & PAM
P.O. Box 3006
Key Largo, Florida 33037

KILBURN JUDY
12945 SW 80 Avenue
Miami, Florida 33156

NOREM DARRYL V
27 Harbor Drive
Key Largo, FL 33037

MANIAN ALBERT & VILMA
RD 5 15 Canal Drive
Key Largo, Florida 33037

Jorge Sanabria and Giselle
63 Waterways Drive
Key Largo, Florida 33037

John G. Espinosa
10605 SW 128 Terrace
Miami, Florida 33176

Norka Rodriguez
10745 SW 133 Terrace
Miami, Florida 33176

Millon Ernesto and Erika
10701 SW 92 Avenue
Miami, Florida 33176

Jose Gomez and Clara
8120 NW 156 Terrace
Miramar, Florida 33016

Ralph Schoennagel
1315 N. Biscayne Pointe Road
Miami, Florida 33141

Dirk and Eris Smits
17 Harbor Drive
Key Largo, Florida 33037

Jema Investments, Inc.
P.O. Box 466
Key Largo, Florida 33037

Randall and Anabel Wong
12803 Brandon Green Court
Silver Springs, MD 20904

Monroe County Florida
1100 Simonton Street
Key West, Florida 33040

MnM's of the Keys, Inc.
611 La Paloma Road
Key Largo, Florida 33037

Joshua Gross
136 Buttonwood Avenue
Key Largo, Florida 33037

Rafael and Ines Lahera
1316 W 62ND ST
Hialeah, Florida 33012

Wilfredo and Silvia Fernandez
158 Buttonwood Avenue
Key Largo, Florida 33037

Angel Gutierrez and Manola
175 Lorelane Place
Key Largo, Florida 33037

Bosworth Dean and Linda
329 Mahogany Drive
Key Largo, Florida 33037

Michael Landin
12250 SW 31 Street
Miami, Florida 33175

Maira Victorero
184 Buttonwood Avenue
Key Largo, Florida 33307

John Walters and Jill
194 Buttonwood Avenue
Key Largo, Florida 33307

Allan Bosch and Patricia
196 Buttonwood Avenue
Key Largo, Florida 33307

57 total

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7/13/08
(Date)

I hereby authorize Santiago Echemendia be listed as authorized agent
(Name of Agent)

for Calusa Campground Condominium Assoc. for the purpose of conducting all business necessary to
(Name of Owner(s) / Applicant)

process and obtain approval in regard to Seasonal Residential Units for Development Agreement
(Project Name) **(Application Type)**

for Real Estate No(s): See attached from the Monroe County Planning and Environmental Resources Department.

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 liabilities involved in the granting of this agency and accepts full responsibility (thus holding Monroe County harmless) for any and all of the actions of the agent named, related to the acquisition of permits for the aforementioned applicant.

Note: Authorization is needed from each owner of the subject property. Therefore, one or more authorization forms must be submitted with the application if there are multiple owners.

Owner(s) / Applicant Signature

Manuel Lopez
Printed Name of Owner(s) / Applicant

NOTARY:
STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 13th **day of** July **, 20**08

Manuel Lopez **is** ✓ **personally known** ___ **produced identification**

_____ **Type of Identification) and did/did not take an oath.**

Notary

MARIA PADRON
MY COMMISSION EXPIRES FEB 02, 2010
#DD513628
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

9

BOUNDARY SURVEY

OF
MILE MARKER 102, KEY LARGO
MONROE COUNTY, FLORIDA
FOR
CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.

SURVEYOR'S NOTES:

1. MAP OF BOUNDARY SURVEY:

Field Survey was completed on: July 21st, 2008.

2. LEGAL DESCRIPTION:

PARCEL A:

Lots 2, 3 and 4, in Section 28, Township 61 South, Range 39 East, MODEL LAND COMPANY'S PLAT, according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida.

AND

PARCEL B:

Lots 15 through 21, inclusive, Block 3, SUNSET WATERWAYS, according to the Plat thereof, as recorded in Plat Book 4, Page 31 of the Public Records of Monroe County, Florida.

AND

PARCEL C:

On the Island of Key Largo and being all that part of Lot 1, of Section 28, Township 61 South, Range 39 East, lying North of a 20 foot road and lying North of the former right of way of the Florida East Coast Railway according to a surbey made by P.D. Jenkins, C.E. and according to the Plat thereof, as recorded in Plat Book 1 at Page 68 of the Public Records of Monroe County, Florida. (Not included on this survey)

Containing 1,368,908 Square Feet or 31.43 Acres, more or less, by calculation. (Parcels A and B)
Area to the survey tie line as shown is 26.53 Acres more or less by calculation.

Legal description provided by client as per Declaration of condominium recorded in O.R.B. 1589, Page 476 of the Public Records of Monroe County, Florida.

3. SOURCES OF DATA:

AS TO HORIZONTAL CONTROL:

North Arrow and Bearings refer to an assumed value of S88°23'51"W along the North line of the Subject Property. This line is considered well-established and monumented.

The following coordinate values are based on the North American Datum (NAD) 1983/1990 adjustment for the State Plane Coordinate System of the Florida East Zone.

Monument Identification: AC4851 Designation: SIMINOLE
Elevation: 9 feet (NAVD 88)
Northing: 265240.73 feet
Easting: 830112.91 feet
Concrete structure with a manhole cover stamped SIMINOLE 1993.

Monument Identification: AC4649 Designation: FLGPS WILKINSON.
Elevation: 11.48 feet (NAVD 88)
Northing: 289292.67 feet
Easting: 851295.27 feet
PVC pipe surrounded by a concrete collar set flush with the ground stamped FLGPS WILKINSON 1989.

Monument Identification: AC4852 Designation: TMJ1
Elevation: 6 feet (NAVD 88)
Northing: 251257.34 feet
Easting: 818404.09 feet
PVC pipe surrounded by a concrete collar set flush with the ground stamped TMJ1 1993.

Plat OF MODEL LAND COMPANY, P.B. 1, Page 68, Monroe County, Florida.

Plat OF SUNSET WATERWAYS, P.B. 4, Page 31, Monroe County, Florida.

Plat OF KEY LARGO TRAILER VILLAGE FIRST ADDITION, P.B. 5, Page 55, Monroe County, Florida.

Right of Way Map of Florida Department of Transportation of State Road No. 5, Monroe County, Section 90060, Sheet 109 and 110 of 148.

Section 28, Township 61 South, Range 39 East, Monroe County, Florida.

Boundary Survey dated 05-12-99 made by HAL THOMAS-PROFESSIONAL LAND SURVEYING.

As-Built Survey dated May 4, 2001 made by GENERAL SERVICES GROUP, INC.

AS TO VERTICAL CONTROL:

By scaled determination the subject property lies in Flood Zone AE, Elev.=9 & 10 and Zone VE 12 feet and 13 feet, as per Federal Emergency Management Agency (FEMA) Community-Panel Number 125129, Map No. 12087C0931, Suffix K, Revised Date: 02-18-2005.

An accurate Zone determination should be made by the preparer of the map, the Federal Emergency Management Agency, or the Local Government Agency having jurisdiction over such matters prior to any judgments being made from the Zone as noted. The referenced Federal Emergency Management Agency Map states in the notes to the user that "this map is for insurance purposes only".

The vertical control element of this survey was derived from the National Geodetic Vertical Datum, 1929.

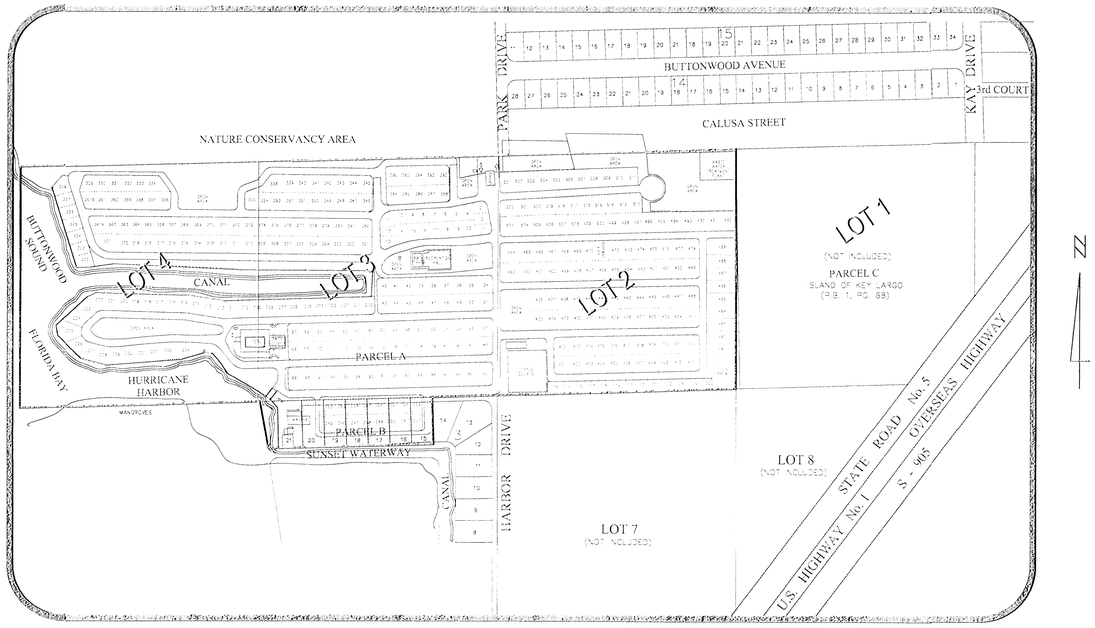
Benchmarks used:

AC4814 Designation: B72 3677 F TIDAL ROD Stamping: 3677 F 1987
Elev.=3.35' (NAVD 1988) 4.91' (Adjusted to N.G.V.D. 1929)
Location:109.8 feet south of the East gate post at the entrance of the campground, 9 feet south of the Northwest corner of a chainlink fence, 12.5 south of the Southwest of Samson Road and 2.3 feet west of a fence.

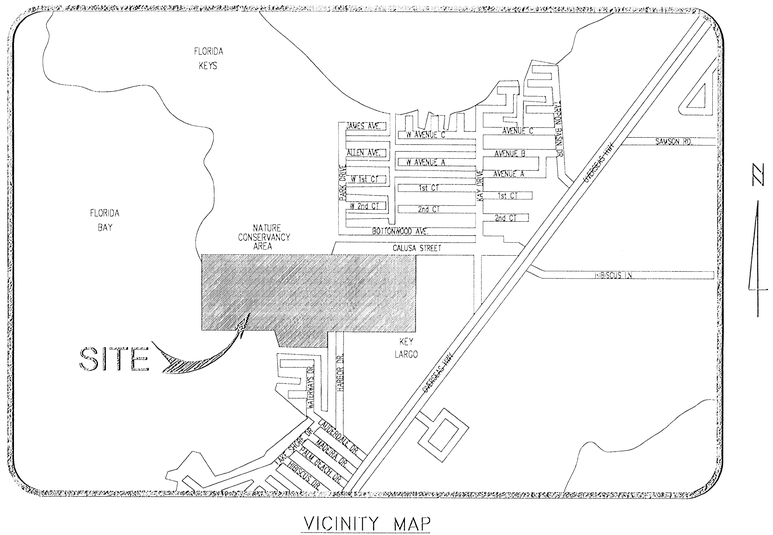
AC4707 Designation: B72 3677 G TIDAL Stamping: 3677 G 1987
Elev.=5.44' (NAVD 1988) 7.01' (Adjusted to N.G.V.D. 1929)
Location: East of the extended median at the North entrance drive to Kmart and is approximately 430 feet west of Benchmark 3677 F 1987.

4. ACCURACY:

The accuracy obtained by measurement and calculation of closed geometric figures was found to exceed this requirement.



LOCATION SKETCH
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

5. LIMITATIONS:

Since no other information other than what is cited in the Sources of Data was furnished, the Client is hereby advised that there may be legal restrictions on the Subject Property that are not shown on the Survey Map or contained within this Report that may be found in the Public Records of Monroe County, or the records of any other public and private entities as their jurisdictions may appear. The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear in public records. No excavation or determination was made as to how the Subject Property is served by utilities. No improvements were located, other than those shown. No underground foundations, improvements and/or utilities were located or shown hereon.
This notice is required by the "Minimum Technical Standards for Land Surveying in the State of Florida," pursuant to Rule 61G17-6 of the Florida Administrative Code.

Notice is hereby given that Sunshine State One Call of Florida, Inc. must be contacted at 1-800-432-4770 at least 48 hours in advance of any construction, excavation or demolition activity within, upon, abutting or adjacent to the Subject Property. This Notice is given in compliance with the "Underground Facility Damage Prevention and Safety Act," pursuant to Chapter 556.101-111 of the Florida Statutes.

The Survey depicted hereon is not intended to show the location or existence of any Wetland or Jurisdictional areas, or areas of protected species of vegetation either natural or cultivated.

Any use of this Survey for purposes other than which it was intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified to.

6. CLIENT INFORMATION:

This Boundary Survey and the Survey Map resulting therefrom was prepared at the insistence of:

Calusa Campground Condominium Association, Inc.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: That the Boundary Survey of the above described property is true and correct to the best of my knowledge and belief as recently surveyed under my direction. Further, there are no above ground encroachments unless shown. This survey meets the minimum technical standards set forth by the Florida Board of Professional Surveyors and Mappers, in Chapter 61G17-6, Florida Administrative Code, pursuant to section 472.027 Florida Statutes. Examination of the abstract of title will have to be made to determine recorded instruments, if any, affecting the property. Location and identification of utilities adjacent to the property were not secured as such information was not requested. Ownership is subject to opinion of title.

J. BONFILL & ASSOCIATES, INC.
Florida Certificate of Authorization No. LB 3398

.....
JUAN J. BONFILL
PROFESSIONAL SURVEYOR AND MAPPER No. 3179
STATE OF FLORIDA

Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

DEC 30 2008

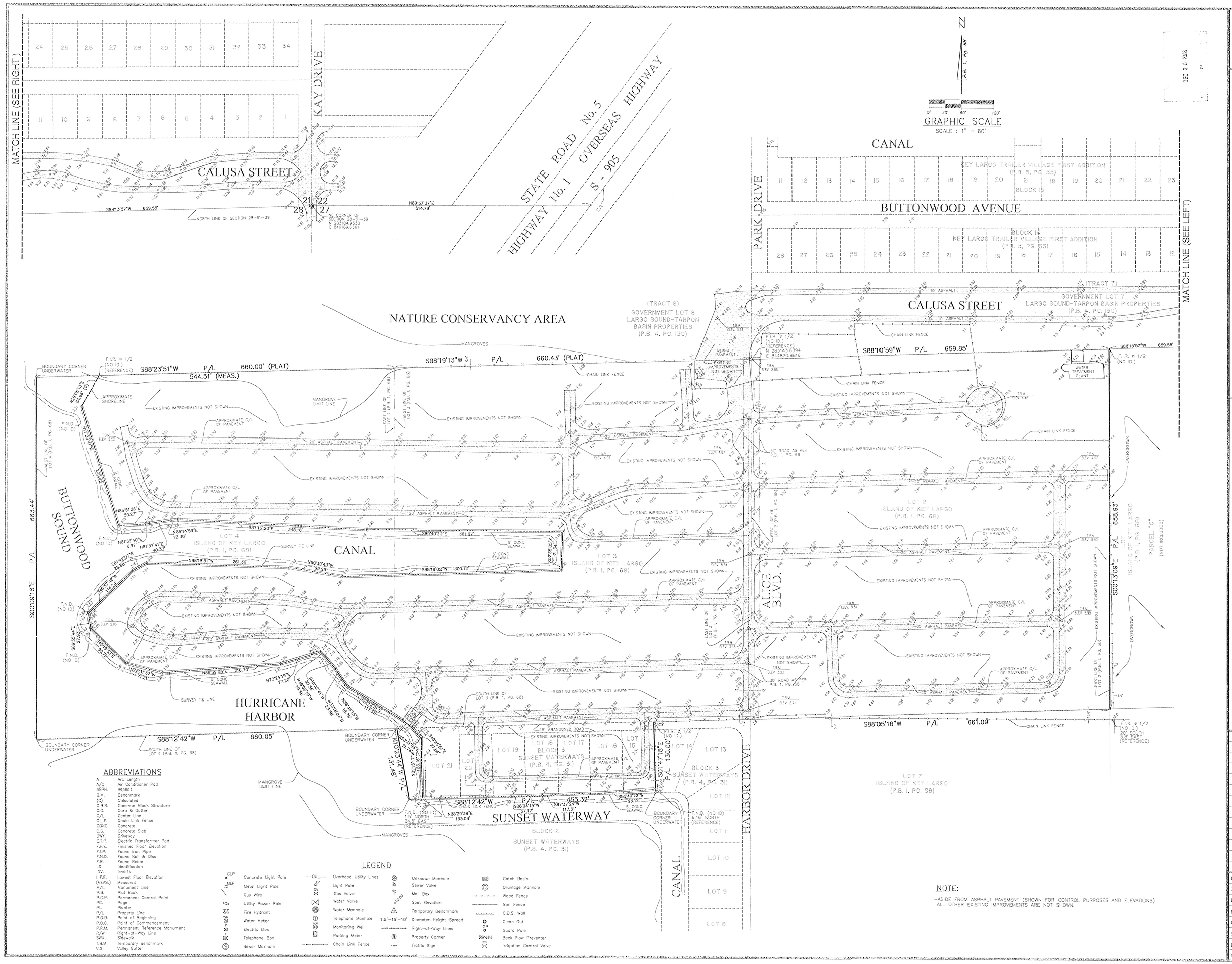
J. Bonfill & Associates, Inc.
ARCHITECTS, LAND SURVEYORS & MAPPERS
Florida Certificate of Authorization LB3398

BOUNDARY SURVEY
of
MILE MARKER 102, KEY LARGO
MONROE COUNTY, FLORIDA

REVISIONS

Proj:	08-029
Job:	08-029
Date:	07-21-2
Drawn:	G.P., J.
Checkod:	J.J.B.
Scale:	AS SH
Field Book:	ON F

SHEET 1 OF 2



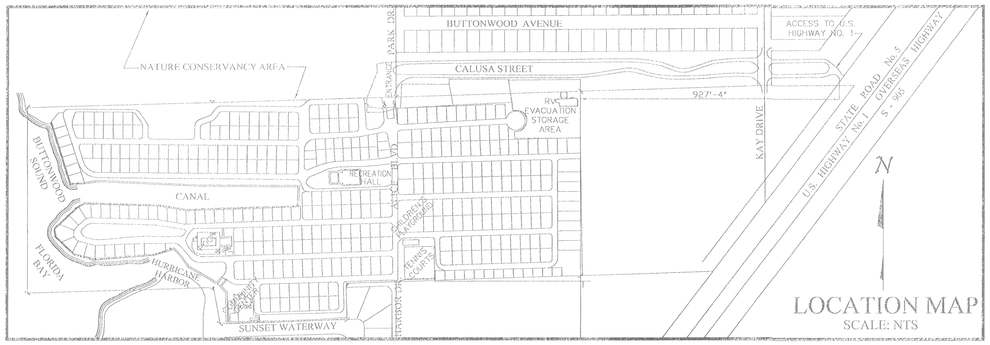
DEC 30 2008

J. Bonfill & Associates, Inc.
ARCHITECTS, LAND SURVEYORS & MAPPERS
Florida Certificate of Authorization LB3398
9360 S.W. 72nd Street Suite 265

BOUNDARY SURVEY
of
MILE MARKER 102, KEY LARGO
MONROE COUNTY, FLORIDA

REVISIONS	B

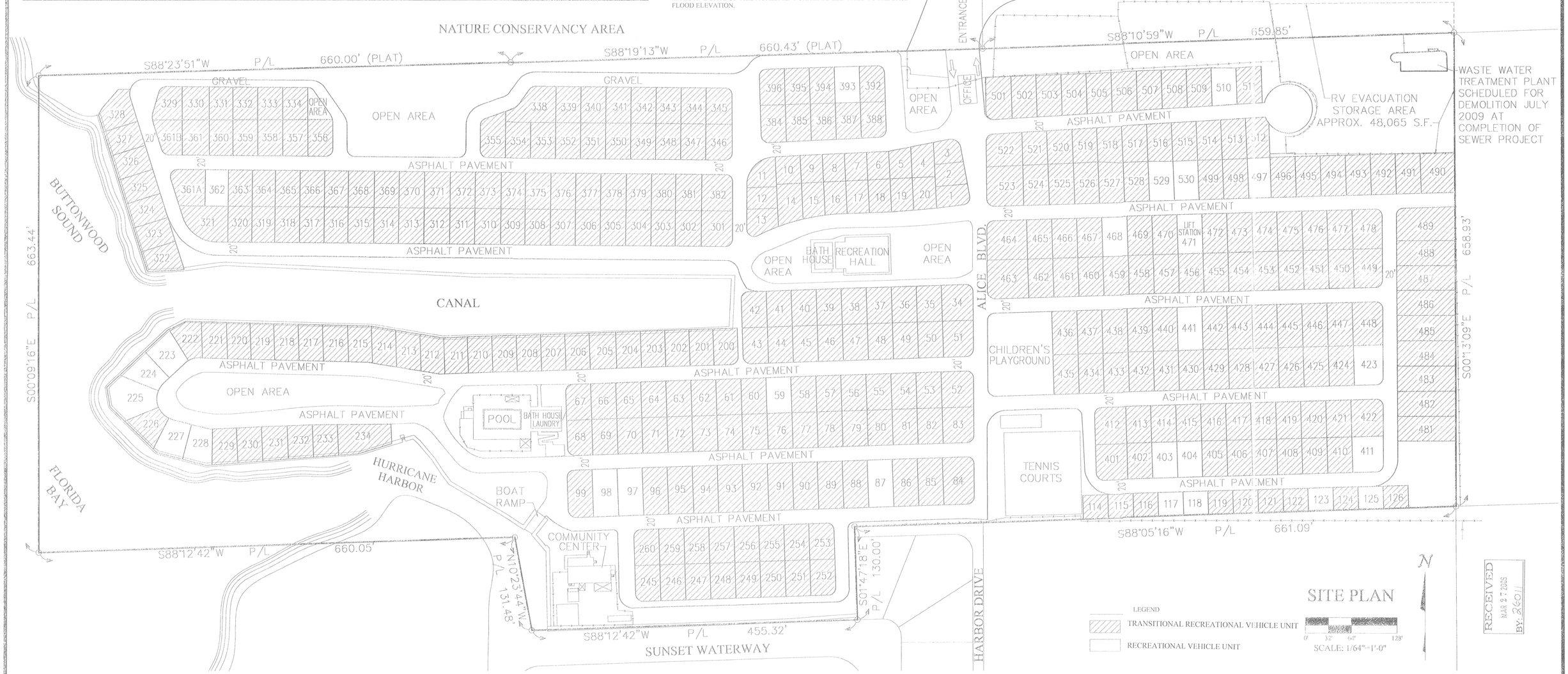
Proj:	08-0294
Job:	08-0294
Date:	07-21-2008
Drawn:	G.P., J.S.
Checked:	J.J.B.
Scale:	AS SHOWN
Field Book:	ON FILE
SHEET	2 OF 2



LOCATION MAP
SCALE: NTS

DEVELOPMENT STANDARDS.
THE FOLLOWING STANDARDS SHALL ONLY APPLY TO CONDOMINIUM UNITS WHICH ARE CONVERTED TO PERMANAT STRUCTURES IN ACCORDANCE WITH THIS AGREEMENT:

1. THE DEVELOPMENT PLAN SHALL INSURE THAT THE CONFIGURATION OF MANUFACTURED HOMES MEETS THE SEPARATION REQUIREMENT OF NFPA 501A - STANDARD FOR FIRE SAFETY CRITERIA FOR MAUFACTURED HOME INSTALLATIONS, SITES AND COMMUNITIES.
2. BUILDING HEIGHT FOR ALL PERMANENT STRUCTURES SHALL BE LIMITED TO 35 FT. FROM ESTABLISHED GRADE.
3. THE SETBACKS FOR ALL PERMANENT STRUCTURES SHALL BE AS FOLLOWS:
   A. SHORELINE SETBACK. 10 FT. FROM THE MEAN HIGH WATER LINE FOR ALL ALTERED AND UNALTERED SHORELINES ON THE PROPERTY.
   B. INTERIOR SIDE SETBACK OF 5 FEET FROM THE LOT LINE
   C. EXTERIOR SIDE SETBACK SHALL BE THE LESSER OF
      (i) 5 FEET OR
      (ii) THE MINIMUM DISTANCE TO COMPLY WITH ALL SIGHT TRIAGLE REQUIREMENTS OF THE MONROE COUNTY ZONING CODE.
   D. FRONT SETBACK SHALL THE LESSER OF
      (i) 5 FEET OR
      (ii) THE MINIMUM DISTANCE TO COMPLY WITH ALL SIGHT TRIAGLE REQUIREMENTS OF THE MONROE COUNTY ZONING CODE.
   E. REAR SETBACK SHALL BE 5 FEET FROM THE LOT LINE.
   F. ALL SETBACKS FOR THE PERIMETER OF THE CAMPGROUND PROPERTY SHALL NOT BE LESS THAN 5 FEET.
4. IMPERVIOUS LOT COVERAGE SHALL BE LIMITED TO 80% OF THE CONDOMINIUM UNIT LOT AREA.
5. ALL HABITABLE PERMANENT STRUCTURES CONSTRUCTED AFTER THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE ELEVATED TO THE BASE FLOOD ELEVATION.



LEGEND
TRANSITIONAL RECREATIONAL VEHICLE UNIT
RECREATIONAL VEHICLE UNIT

SITE PLAN
0' 32' 64' 128'
SCALE: 1/64"=1'-0"

RECEIVED
MAR 27 2009
BY: 26011

Owner Information:
Campground Condominium Association, Inc.
325 Calusa Key Largo, Florida
(305) 451-0232

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF J. BONFILL & ASSOCIATES, INC., AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF J. BONFILL & ASSOCIATES, INC.

REVISIONS	BY
10-23-08	H.F.
11-06-08	H.F.
12-24-08	H.F.
3-26-09	H.F.

CALUSA CAMPGROUND
KEY LARGO RESORT AND MARINA

SHEET 1 OF 1	
Date:	07-24-08
Job:	CALUSA CAMP
Drawn:	H.F.
Checked:	J.B.G.

J. Bonfill & Associates, Inc.
9360 S.W. 72nd Street Suite 265
Miami, Florida 33173 (305) 598-8383
Registered Architects AA C002050
Jacqueline Bonfill Gee AR0013685

MEMORANDUM

MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT

We strive to be caring, professional and fair

To: The Monroe County Planning Commission

From: Joseph Haberman, Principal Planner
Susan Grimsley, Assistant County Attorney

Through: Townsley Schwab, Acting Sr. Director of Planning & Environmental Resources TS

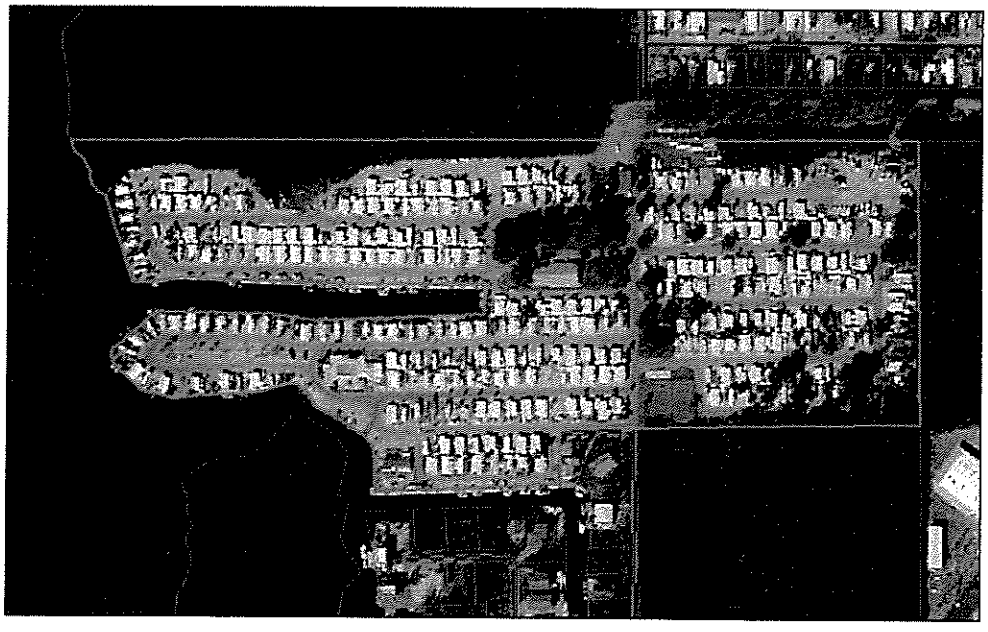
Date: December 29, 2008

Subject: *Request for a Development Agreement between Calusa Campground Condominium Association Inc. and Monroe County concerning property located at 325 Calusa Street, Key Largo, mile marker 101, having real estate numbers 00541810.000101-00541810.000471*

Meeting: ~~**January 7, 2009**~~ APRIL 8, 2009

I REQUEST:

A request for approval of a development agreement (see Attachment 1) between Calusa Campground Condominium Association Inc. and Monroe County in accordance with Ordinance No. 001-2008. The proposed development agreement involves the conversion of existing transient units into seasonal transient units and the resolution of several open code enforcement cases.



Subject Property (outlined in blue), Key Largo (2004)

Reviewed by TS

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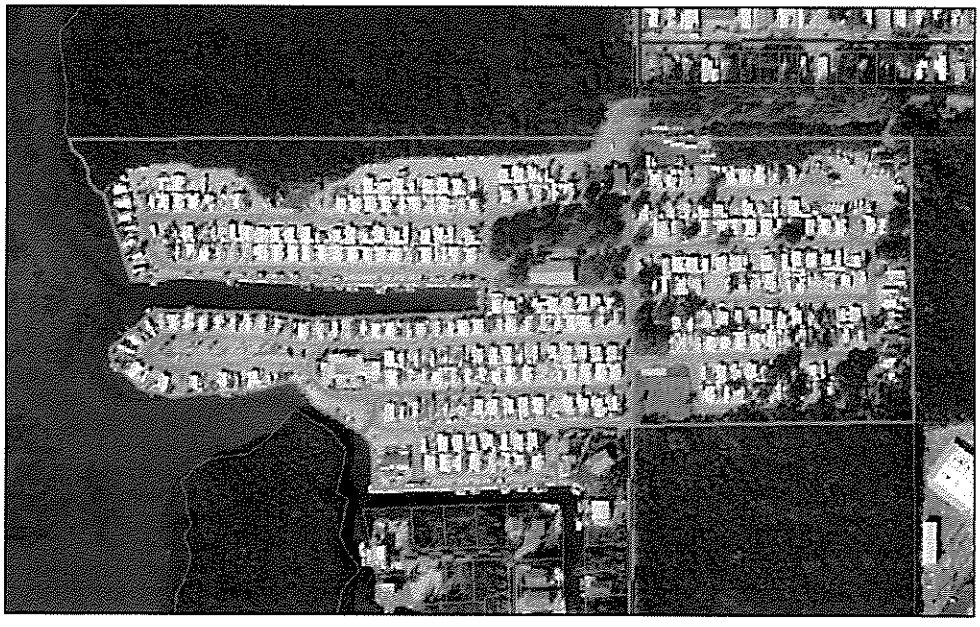

Subject Property (outlined in blue), Key Largo (2004)

Reviewed by TS

Y:\GROWTH MANAGEMENT\Geo\Upper Keys\101 to 107 Key Largo North\MM101\Calusa Campground\2008 Development Agreement\20081229 Calusa Development Agreement RE 00541810 PC SR.doc

Location:

Address: 325 Calusa Street, Key Largo, mile marker 101 (bayside)
Legal Description: Calusa Campground, Section 28, Township 61 South, Range 39 East
Real Estate (RE) Numbers: 00541810.000101-.000471; See Planning & Environmental Resources Dept. file 28064 for full list

Applicant:

Property Owners: See Planning & Environmental Resources Dept. file 28064 for full list
Condominium Association: Calusa Campground Condominium Association Inc.
Agent: Santiago Echemendia & Amanda Quirke

II RELEVANT PRIOR COUNTY ACTIONS:

On August 19, 2005, a pre-application conference involving Planning & Environmental Resources Department staff and representatives of the property owners was held to discuss how the existing development could be brought into compliance with the Monroe County Code. Based on the dialogue of the conference, a Letter of Understanding (LOU) was issued on September 23, 2005. In the LOU, staff recognized the existence of 367 recreational vehicle (RV) spaces on the subject property.

As of the date of this report, there were several open code enforcement cases on the subject property (see Attachment 2).

On October 21, 2008, the draft development agreement and site plan were reviewed by the Development Review Committee (DRC). The DRC provided comments concerning the application and requested that several changes be made to the development agreement document and that the site plan be revised prior to a public hearing by the planning commission.

III BACKGROUND INFORMATION:

A. Total Size of Parcel: 28.34 acres
B. Land Use District: Partially Recreational Vehicle (RV) & Partially Native Area (NA)
C. Future Land Use Map (FLUM) Designation: Partially Mixed Use/Commercial (MC) & Partially Residential Conservation (RC)
D. Tier Designation: Tier 3
E. Flood Zones: Partially VE – EL 13, VE – EL 12, AE – EL 10 & AE – EL 9
F. Existing Use: RV Park
G. Existing Vegetation / Habitat: Developed with area of mangroves along the northwestern property line
H. Community Character of Immediate Vicinity: Mixed Use; residential to the north and south and commercial to the southeast

IV REVIEW OF APPLICATION:

The proposed development agreement involves the conversion of existing, lawfully-established RV spaces into seasonal transient units.

Ordinance No. 001-2008 was passed and adopted by the Board of County Commissioners (BOCC) on January 16, 2008. The ordinance established new definitions for seasonal residential unit, transient residential unit and transient recreational vehicle unit; amended the purpose of the RV District; and amended the permitted uses of the RV District.

Now as defined in MCC §9.5-4, a seasonal residential unit is a transient residential unit with one or more rooms, toilet facilities and kitchen physically arranged to create a housekeeping establishment for occupancy by one family, with tenancies not to exceed 180 consecutive days. A transient residential unit means a dwelling unit used for transient housing such as hotel or motel room, seasonal recreational unit, or space for parking a RV or travel trailer.

Pursuant to the amended MCC §9.5-244(b), in the RV District, seasonal residential units may be approved with a development agreement and a minor conditional use permit, provided that:

a) All units within the RV District shall be subject to the terms and conditions of a development agreement as defined in MCC §9.5-101, 9.5-102 and 9.5-244(b)(2): *In compliance following approval of development agreement by the BOCC.*

   The applicant has prepared a draft development agreement. The County may enter into development agreements that meet the requirements of the Florida Local Government Development Agreement Act, sections 163.3220-163.3243, Florida Statutes.

b) The units meet all land development regulations, floodplain management regulations, building code and life safety requirements for the development of transient structures: *In compliance following approval of development agreement by the BOCC and execution of permitting plan (phasing) provided within development agreement.*

   There are several open code enforcement cases on the subject property. The development agreement provides a schedule and permitting plan to address the pending violations, by setting forth timelines to acquire after-the-fact permits and complete other corrective actions. The development agreement also provides assurance that all future structures will be built in compliance with the current land development regulations.

c) The development of seasonal residential units shall occur only in gated RV parks with a managing entity responsible for evacuations: *In compliance.*

   The subject property is currently gated and will remain gated. In addition, the development agreement states that there will be a managing entity responsible for the evacuation and provides a written evacuation plan (Exhibit G).

d) The proposed site is subject to an approved development agreement with Monroe County detailing at a minimum i) all proposed transitional RV units, ii) a proposed site plan; iii) a design strategy demonstrating separation of transient unit types on the property for life safety as well as design that is consistent with community character, and any applicable Monroe County guidelines; iv) a statement of commitment for the park to adhere to transient evacuation regulations; v) a phasing plan, as appropriate, detailing timelines for project completion; vi) access to US 1 is by way of an existing curb cut, a signalized intersection or a curb cut that is separated from any other curb cut on the same side of US 1 by at least 400 feet: *In compliance following submittal of revised site plan that is in color or otherwise clearly distinguishes the difference between "recreational vehicle unit" and "transitional recreational vehicle unit".*

The proposed development agreement initially involved the conversion of 284 of the 367 existing, lawfully-established RV spaces into seasonal transient units (83 RV spaces remaining on-site). At the October 21, 2008 DRC meeting, the applicant indicated that additional RV space owners have shown interest in converting to seasonal transient units. Staff requested a revised site plan and the applicant subsequently submitted a revision; however it was not in color and staff could not distinguish the difference between spaces indicated for "recreational vehicle unit" and "transitional recreational vehicle unit".

The applicant submitted a proposed site plan which documents the interior parcels where each of the seasonal transient units (identified as transitional RV units) and remaining RV units would be located. As mentioned above, a revised site plan shall be required.

The applicant submitted a design strategy within the development agreement, which includes mandatory setback, open space and fire hydrant requirements to address the life and safety concerns. In addition, the applicant submitted renderings and other visual information showing how the development would appear when finalized.

The applicant submitted a statement of commitment to adhere to transient evacuation regulations.

The applicant submitted a phasing plan detailing timelines for project completion.

There is currently access to and from the site from US 1 by way of an existing curb cut. Campground Condominium Association Inc. is currently in litigation concerning the access easement and it appears that access will continue to be allowed as indicated in the legal documents. Staff has found that in the event there is not direct access from the existing drive, a breach of the development agreement would be constituted.

Pursuant to MCC §9.5-102, the BOCC shall have authority to enter into a development agreement by resolution with any person having a legal or equitable interest in real property located within the unincorporated area of Monroe County if the development agreement meets all of the requirements of the Florida Local Government Development Agreement Act, section 163.3220-163.3243, Florida Statutes; provided, however, that the duration of the development agreement shall not exceed 10 years, and any duration specified in a

development agreement shall supersede any conflicting duration otherwise specified in the land development regulations.

Pursuant to section 163.3227, Florida Statutes, a development agreement shall include the following:

a) A legal description of the land subject to the agreement, and the names of its legal and equitable owners: *In compliance.*

The applicant submitted a survey and legal description as part of the draft development agreement (Exhibit A).

The applicant refers to the legal and equitable owners in the development agreement as Calusa Campground Condominium Association, Inc. A Declaration of Condominium (filed and recorded on July 29, 1999) and the names of all current property owners are included in the application.

b) The duration of the agreement: *In compliance.*

The draft development agreement states that the agreement shall remain in effect for 10 years from the effective date.

c) The development uses permitted on the land, including population densities, and building intensities and height: *In compliance.*

The site currently has 367 RV spaces. Although most of the units shall be converted to seasonal transient units, the density of the site shall remain the same under the transient residential density requirements:

Land Use	Allocated Density	Size of Site	Max Allowed	Proposed	Potential Used
RV Space / Hotel Room	15 units / acre	28.34 acres	425 units	367 units	86.4 %

As long as the accessory buildings on the site contribute to the comfort, convenience or necessity of occupants of the principal use or structure served, their floor area shall be considered for accessory uses to a principal residential use and not subject to the floor area ratio calculations.

d) A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development: *In compliance.*

The draft development agreement provides a description of public facilities that will service the development, including who shall provide such facilities.

e) A description of any reservation or dedication of land for public purposes: *In compliance.*

The development agreement does not provide for any reservation or dedication of land for public purposes.

f) A description of all local development permits approved or needed to be approved for the development of the land: *In compliance.*

In addition, the applicant shall be required to receive approval for a minor conditional use permit prior to any redevelopment or conversion of RV spaces to seasonal transient units. Subsequent building permits shall be required as determined by the Director of Planning & Environmental Resources and Building Official.

g) A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations: *In compliance.*

This development agreement is consistent with the Monroe County Year 2010 Comprehensive Plan, the Key Largo Livable CommuniKeys Plan and the purpose and permitted uses of the RV District within the land development regulations. The applicant shall be required to submit an application for a minor conditional use permit and undergo the conditional use approval process in order for staff to determine compliance with the land development regulations.

h) A description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens: *In compliance.*

The applicant shall be required to receive building permits to improve or demolish unsafe structures in accordance with the permitting plan. An evacuation plan has also been provided.

i) A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction: *In compliance.*

The draft development agreement provides language for enforcement and severability.

V RECOMMENDATION:

Staff recommends APPROVAL if all the following conditions are met:

A. Prior to the issuance of a resolution by the Planning Commission, the applicant shall submit a revised site plan that is in color or otherwise clearly distinguishes the

difference between "recreational vehicle unit" and "transitional recreational vehicle unit".

B. This development agreement is in addition to all other local development permits or approvals required by the land development regulations. Further, it does not relieve the developer of the necessity of complying with all land development regulations in effect on the date that the agreement is executed.

C. As indicated on the site plan, the approved "seasonal transient units" may not be converted back into "transient units", including RV spaces, and the remaining "transient units" may not be converted into "seasonal transient units" without an additional development agreement and an amendment to the site's minor conditional use permit.

D. A building permit application for the conversion and construction of each of the approved seasonal transient units shall be submitted to the Building Department by the termination date of the development agreement. In the event that a building permit application is not submitted for a lot approved for a seasonal transient unit by that date, the lot shall remain entitled to a RV space and may no longer convert to a seasonal transient unit without an additional development agreement and an amendment to the site's minor conditional use permit.

E. Prior to the public hearing for consideration of the development agreement by the Board of County Commissioners, Calusa Campground Condominium Association shall adopt a resolution approving the development agreement. In addition, the Association shall notify all members of the Association of the meeting(s) at which the development agreement will be considered by the Association's board and the public hearing(s) at which the development agreement will be considered for approval by the Board of County Commissioners. The Association shall provide proof of mailing to the County.

VI PLANS REVIEWED:

A. Site Plan (*revised*) by J. Bonfill & Associates, Inc., dated July 24, 2008, revised October 23, 2008 and unsealed;
B. Site Plan (*submitted w/ application*) by J. Bonfill & Associates, Inc., dated July 24, 2008 and sealed July 24, 2008;
C. Boundary Survey by General Services Group, Inc., dated May 4, 2001

1 **Attachment 1. Proposed Development Agreement**

1 **Attachment 2. Open Code Enforcement Cases**

Reviewed by _____