

File #: 2019-074

Owner's Name: Calusa Campground
Condominium Association

Applicant: Guillermo Cuadra, P.A.

Agent: Guillermo Cuadra, Esq.

Type of Application: Development Agreement

Key: Key Largo

RE #: 00541810.000100

AGENT AUTHORIZATION FORM

RECEIVED
2019-074
MAR 24 2025
MONROE COUNTY
PLANNING DEPT.

Date of Authorization: 03 / 12 / 2025
Month Day Year

I hereby authorize Guillermo Cuadra be listed as authorized agent
(Print Name of Agent)
representing Calusa Campground Condominium Association, Inc. for the application submission
(Print Name of Property Owner(s) the Applicant(s))
of Development Agreement
(List the Name and Type of applications for the authorization)

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

See Exhibit E

Table with columns: Lot, Block, Subdivision, Key (Island), Real Estate (RE) / Parcel ID Number, Alternate Key Number, Street Address (Street, City, State & Zip Code), Approximate Mile Marker.
8200 NW 41 St Suite 200, Doral FL 33166

Authorized Agent Contact Information:

Mailing Address (Street, City, State and Zip Code)
Work Phone Home Phone Cell Phone Email Address
(305) 968-7424 gc@cuadralaw.net

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

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

Signature of Property Owner: Deborah Alles Gilmore Date: 3/21/2025

STATE OF Florida COUNTY OF Monroe

Sworn to and subscribed before me, by means of either [X] physical presence OR [] online notarization,
on 21 day of March, 2025, by Deborah Alles Gilmore
(PRINT NAME OF PERSON MAKING STATEMENT)

Who is [] personally known to me OR [X] produced ID as
identification. (TYPE OF ID PROVIDED)

SIGNATURE OF NOTARY PUBLIC

NEREYDA ARCE
MY COMMISSION # HH607734
EXPIRES: October 29, 2028
PRINT, TYPE OR STAMP COMMISSIONED
NAME OF NOTARY PUBLIC
MY COMMISSION EXPIRES:

APPLICATION
MONROE COUNTY
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT



Request for a Development Agreement or an Amendment to a Development Agreement

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.

Development Agreement Application Fee: \$13,460.00 ✓

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

Advertising Costs: \$245.00 ✓

Surrounding Property Owner Notification: \$3.00 for each property owner required to be noticed 487 x 3 =

Transportation Study Review: \$5,000.00 Deposit (any unused funds will be returned upon approval) 1467.00 ✓

Advertising and Noticing fees for a community meeting: \$245.00 plus \$3.00/SPON ✓

Date of Request: 2 / 28 / 2019
Month Day Year

* Full check Not Received
4/22/19 - Received balance
1467.00 ✓
- pd. ck 20058 \$13,000.00
+ ck 20244 \$3,884.00

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

Guillermo Cuadra, P.A. / Guillermo Cuadra, Esq.

Applicant (Name of Person, Business or Organization)

Name of Person Submitting this Application

3250 NE First Avenue, Suite 334, Miami, FL 33137

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

305-594-2877

305-968-7424

gc@cuadralaw.net

Work Phone

Home Phone

Cell Phone

Email Address

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

Calusa Campground Condominium Association, Inc.

Oscar Perez

(Name/Entity)

Contact Person

325 Calusa St. Key Largo, FL 33037

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

305-451-0232

786-439-4217

oscarperez@bellsouth.net

Work Phone

Home Phone

Cell Phone

Email Address

Legal Description of Property:

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

See Exhibit "A"

Block

Lot

Subdivision

Key

00541810-000100

8954023

Real Estate (RE) Number

Alternate Key Number

325 Calusa St., Key Largo, FL 33037

101

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

Approximate Mile Marker

APPLICATION

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

Future Land Use Map Designation(s) of Property(s): Mixed Use / Commercial

Land Use (Zoning) District Designation(s) of Property(s): Recreational Vehicle

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 the names of all parties which would be involved in the development agreement:

The Development Agreement will be with Calusa Campground Condominium Association, Inc. See Item "L" for a list of all affected unit owners.

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

No changes in proposed use from existing Development Agreement dated June 2009 other than the addition of one condominium unit increasing total from 367 to 368

Provide a clear description of the proposed population densities, and the proposed building intensities and height for the development on the property(s):

368 condominium units with one manufactured home or singlefamily-detached dwelling unit and accessory structures per lot

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

Electric service - Florida Keys Electric Cooperative

Solid waste service - Solid waste collection system franchised by Monroe County

Calusa operates its own 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: May not exceed 10 years): 10 years

A development agreement must be consistent with the Comprehensive Plan and Land Development Regulations.

APPLICATION

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

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

- Complete development agreement application (unaltered and unbound)
- If requesting an amendment, attached a copy of the recorded Development Agreement
- Correct fee (check or money order payable to *Monroe County Planning & Environmental Resources*)
- Proof of ownership (i.e., Warranty Deed)
- Ownership Disclosure Form
- Current Property Record Card(s) from the Monroe County Property Appraiser
- Location map
- Photograph(s) of site(s) from adjacent roadway(s)
- Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – eight (8) sets (at a minimum, survey should include elevations; location and dimensions of all existing structures, paved areas and utility structures; all bodies of water on the site and adjacent to the site; total acreage by land use district; total acreage by habitat; and total upland area)
- Written description of project
- Typed name and address mailing labels of all property owners within a 600 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 600 foot radius, each unit owner must be included

If applicable, the following items must be included in order to have a complete application submission:

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

- 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– 8 sets (drawn to a scale of 1 inch equals 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 – eight (8) 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 – eight (8) sets (with the elevations of the following features referenced to NGVD 29: 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 – 8 sets (may be shown on the site plan; however, if a separate plan, drawn to a scale of 1 inch equals 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.

* * * * *

APPLICATION

Applicants requesting a Development Agreement shall provide for public participation through a community meeting.

Scheduling. The applicant will coordinate with the Planning Director regarding the date, time and location of the proposed community meeting; however, all meetings are to be held on a weekday evening at a location close to the project site, between 45 and 120 days prior to the first of any public hearings required for development approval.

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

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

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

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

Is there an existing approved Development Agreement for this site(s)? Yes No

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

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

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

APPLICATION

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

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

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

Signature of Applicant: *[Handwritten Signature]*

Date: 2/28/19

STATE OF Florida

COUNTY OF Miami-Dade

Sworn to and subscribed before me this 28th day of February, 20 19,

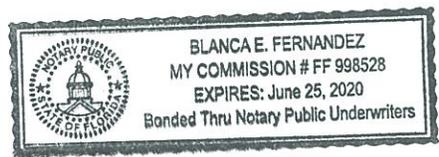
by Guillermo Cuadra, who is personally known to me OR produced

(PRINT NAME OF PERSON MAKING STATEMENT)

— as identification.

(TYPE OF ID PRODUCED)

Blanca E. Fernandez
Signature of Notary Public



Blanca E. Fernandez
Print, Type or Stamp Commissioned Name of Notary Public
My commission expires: 6-25-20

Send complete application package to:

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

**CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.
APPLICATION FOR FIRST AMENDMENT TO DEVELOPMENT
AGREEMENT**

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A

Letter of Intent



CUADRA LAW

March 27, 2019

Sent via Electronic Mail & Personal Delivery
Schemper-Emily@MonroeCounty-FL.Gov

Monroe County Planning &
Environmental Resources Department
Attn: Emily Schemper, AICP, CFM
Acting Senior Director of Planning &
Environmental Resources
c/o Deborah Roberts, Planning Commission Coordinator
2798 Overseas Highway
Suite 400
Marathon, FL 33050

***Re: Calusa Campground Condominium Association, Inc. ("Calusa"): Application
for Amendment to Development Agreement***

Dear Ms. Schemper:

This law firm represents Calusa Campground Condominium Association, Inc. ("Calusa"). On behalf of Calusa. Please accept this as a letter of intent for the Amendment to Development Agreement application for 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. Monroe County approved and executed a Development Agreement with Calusa on June 20th, 2009.

Said Development Agreement involved the conversion of existing transient units to seasonal residential units over a ten (10) year period and the resolution of numerous open code enforcement cases. Needless to say the timing of this Development Agreement was not the most fortunate given that it occurred on the heels of the 2008 recession which presented real difficulties in effectuating the conversion to seasonal residential units. Calusa's new administration has undertaken bold steps to ensure a successful transition to seasonal residential units upon the approval of the requested extension.

To date, approximately seven (7) percent of all units have converted to seasonal residential units. Calusa is ensuring that a concerted effort is to complete the required conversion is made and an Amendment to the Development Agreement is needed to accomplish this goal. Calusa expects that over 75% of units will convert thus creating a significant boost to the county's tax base.

In addition to extending the term of the Development Agreement, this proposed Amendment also seeks the ability to allow development standards to allow AC units and construct non-combustible stairways from the ground floor to the first elevated habitable level uniformly within the side setbacks, and increasing .

We look forward to your favorable consideration of our proposal. Please contact me should you have any questions or comments.

Sincerely,

GUILLERMO CUADRA, P.A.



GUILLERMO CUADRA, ESQ.

Encl.

c: Calusa Campground Condominium Association, Inc.

B

Complete Development Agreement Application

C

Notarized Agent Authorization

AGENT AUTHORIZATION FORM

Date of Authorization: 2 / 27 / 19
Month Day Year

I hereby authorize Guillermo Cuadra be listed as authorized agent
(Print Name of Agent)
representing Calusa Campground Condominium Association, Inc. for the application submission
(Print Name of Property Owner(s) the Applicant(s))
of Amendment to Development Agreement Application
(List the Name and Type of applications for the authorization)

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

Lot Block Subdivision Key (Island)
Real Estate (RE) Number Alternate Key Number
Street Address (Street, City, State & Zip Code) Approximate Mile Marker

Authorized Agent Contact Information:

Mailing Address (Street, City, State and Zip Code)
Work Phone Home Phone Cell Phone Email Address

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

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

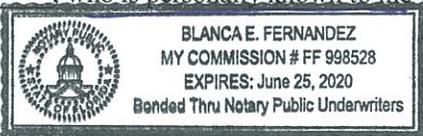
Signature of Property Owner: [Handwritten Signature]
Printed Name of Property Owner: JACOB GONZALEZ

STATE OF Florida COUNTY OF Miami-Dade

Sworn to and subscribed before me this 27th day of February, 2019,

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

(Type of ID Produced) as identification.



Blanca E. Fernandez
Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires: June 25, 2020

D

Draft First Amendment to Development Agreement

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT ("First Amendment") is binding on the "effective date" as set forth here in between Monroe County, a political subdivision of the State of Florida ("County"), and Calusa Campground Condominium Association, Inc. ("CALUSA").

WITNESSETH

WHEREAS, CALUSA is the owner of real property on Key Largo, Monroe County, Florida, located at approximately mile marker 101 of US Highway 1 fronting on the bay side (Property), the legal description of which is contained in that certain **Development Agreement**, Doc. No. 1748040, Book #2419, Page #1249, in the Official Records of Monroe County, attached hereto and made a part hereof as Exhibit A ("Agreement"); and

WHEREAS, CALUSA is a gated RV park with a full-time staff managed by CALUSA consisting of three hundred sixty-seven (367) Condominium Units ("Condominium Units") which are duly recognized by Monroe County according to the Settlement Agreement which is duly attached to the Agreement designated as Exhibit A; and

WHEREAS, the Monroe County 2010 Comprehensive Plan designates all the parcels of the property as "Mixed Use/Commercial" on its Future Land Use Map; and

WHEREAS, Monroe County duly adopted Ordinance No. 001-2008, attached to the Agreement attached hereto as Exhibit A, permitting seasonal residential units in the Recreational Vehicle Zoning District in Accordance with an approved development agreement; and

WHEREAS, the County found that entering into a Development Agreement furthered the purposes, goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, a Development Agreement between the County and CALUSA was passed and adopted by the Board of County Commissioners on June 17, 2009, attached hereto as

Exhibit A; and

WHEREAS, THE Agreement included a comprehensive list of code enforcement issues to be resolved and attached hereto is a detail list of the resolution of said code enforcement issues; and

WHEREAS, the parties desire to extend the Agreement by ten (10) years ; and

WHEREAS, THE County finds that entering into this First Amendment furthered the purposes, goals, objectives, and policies of the Comprehensive Plan; and

NOW THEREFORE, the parties do hereby agree as follows:

I. Purposes

The purpose of this First Amendment is as follows:

- A. To extend the expiration date of the Agreement until June 19 , 2029.
- B. To allow a residential unit's design to incorporate a non-combustible exterior stairway to provide access from the ground level to the first elevated habitable level. Such stairway if provided may be located within the side setback area provided it is attached to the structure. The width of the stairway from the face of the structure envelope towards the setback area cannot exceed three (3) feet. If provided in contiguous structures, this stair may not face the stair from the adjacent structure.
- C. To allow placement of an air conditioning unit within the side setback area.
- D. To increase the number of Condominium Units subject to the Agreement from three hundred sixty-seven (367) to three hundred sixty-eight.

II. First Amendment Requirements

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

- A. Legal Description of Ownership

The legal description of the property that is subject to this First Amendment are set forth in Exhibit A – Development Agreement.

B. Duration of Agreement

The amended Agreement shall be extended and remain in effect until June 17, 2029. It is the intention of Monroe County to promote rational and timely development of the Property to maximize best land use management practices consistent with the landowner's rights and commitments described herein.

C. Recording

The County shall record this First Amendment with the Clerk of the Circuit Court of Monroe County within fourteen (14) days following signature by all parties. Recording fees shall be paid by Calusa.

D. Ratification of Amendment

Except as expressly modified and superseded by this First Amendment, the terms and provisions of the Agreement are hereby ratified and confirmed and shall continue in full force and effect.

E. Entire Agreement

This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this First Amendment that are not contained in or incorporated into this document; accordingly, it is agreed that no deviation from the terms hereof shall be predicted upon any representations or agreements, whether oral or written.

F. Severability

If any part of this First Amendment 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, invalid; however, the remainder here shall not be invalidated thereby and shall be given full force and effect.

G. Jurisdiction and Governing Law

The parties hereto agree that any and all suits or actions at law shall be brought in Monroe County, Florida, and no other jurisdiction. This First Amendment shall be construed and interpreted under the laws of the State of Florida. Mediation shall be governed by the rules of the 16th Judicial Circuit Court in and for Monroe County, Florida.

H. Conflicting Resolutions

All resolutions or parts thereof in conflict with the provisions of this First Amendment and its resolution are hereby repealed to the extent of such conflict.

I. Successors and Assigns

This First Amendment shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

J. Notices

All notices, demands, requests, or replies provided for or permitted by this First Amendment 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 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:

Roman Gastesi
County Administrator
1100 Simon Street, Ste 205
Key West, FL 33040

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

Jacob Gonzalez, President
Calusa Campground Condominium Association, Inc.
325 Calusa
Key Largo, FL 33037

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:

Witness:
Inc.

For Calusa Campground Condominium Association,

Print name

By: _____
Jacob Gonzalez, President

Signature

Dated: _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019, by _____, he is personally known to me or produced _____ as identification and did not take an oath.

Notary Public

Printed Name

My Commission expires:

My Commission number:

APPROVAL OF MONROE BOARD OF COUNTY COMMISIONERS

On this ___ day of _____, 2018, Monroe County Board of County Commissioners approved this First Amendment by Monroe County Board of County Commissioners Resolution No. _____.

ATTEST: Kevin Madok, Clerk

MONROE COUNTY, FLORIDA

Deputy Clerk

BY: MAYOR DAVID RICE

DRAFT

E

Legal Description

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.

F

Ownership Disclosure form

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



Disclosure of Interest

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

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

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

FORM

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

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

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

<i>Name and Address</i>	<i>% of Ownership</i>
CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC. A NOT FOR PROFIT CORPORATION	N/A
Jacob Gonzalez, President; Michael Fasano, D; Enrique Hernandez, T; Michelle Durand S, ; Albert Esteves, VP	

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

Name and Address	% of Ownership

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

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

Name and Address	% of Ownership

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

Name and Address	% of Ownership

* Please provide date of contract _____

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

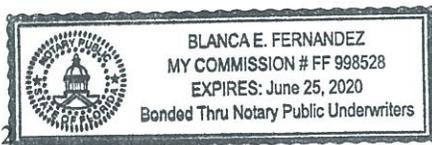
Name and Address

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

Printed Name / Signature of Person Completing Form: GUILLERMO CUADRA 

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 28th day of February 2019, by Guillermo Cuadra. He/she is personally known to me or has produced _____ as identification.



Blanca E. Fernandez
Notary Public
My Commission Expires 6-25-20

G

Current Property Cards from Monroe County

Property Appraiser

Disclaimer

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

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

Summary

Parcel ID 00541810-000100
 Account# 8954023
 Property ID 8954023
 Millage Group 500K
 Location SUBDIVISIO CALUSA St, KEY LARGO
 Address
 Legal CALUSA CAMPGROUND, A CONDOMINIUM (F/K/A RE 00087280-000000) OR1521-1771/1805DEC OR1589-476/505DEC OR1613-635/640AMD OR1613-641/648AMD OR1613-649/650AMD OR2031-1918/1928F/J OR2225-1217/1219AMD OR2418-824/25E OR2407-697/699AMD
 Description (Note: Not to be used on legal documents.)
 Neighborhood 1876
 Property (4H00)
 Class
 Subdivision
 Sec/Twp/Rng 28/61/39
 Affordable No
 Housing



Owner

CALUSA CAMPGROUND A CONDOMINIUM

Valuation

	2018	2017	2016	2015
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$0	\$0	\$0	\$0
= Just Market Value	\$0	\$0	\$0	\$0
= Total Assessed Value	\$0	\$0	\$0	\$0
- School Exempt Value	\$0	\$0	\$0	\$0
= School Taxable Value	\$0	\$0	\$0	\$0

Land

Land Use	Number of Units	Unit Type	Frontage	Depth
CONDO HEADER (4H00)	1.00	Square Foot	0	0

Yard Items

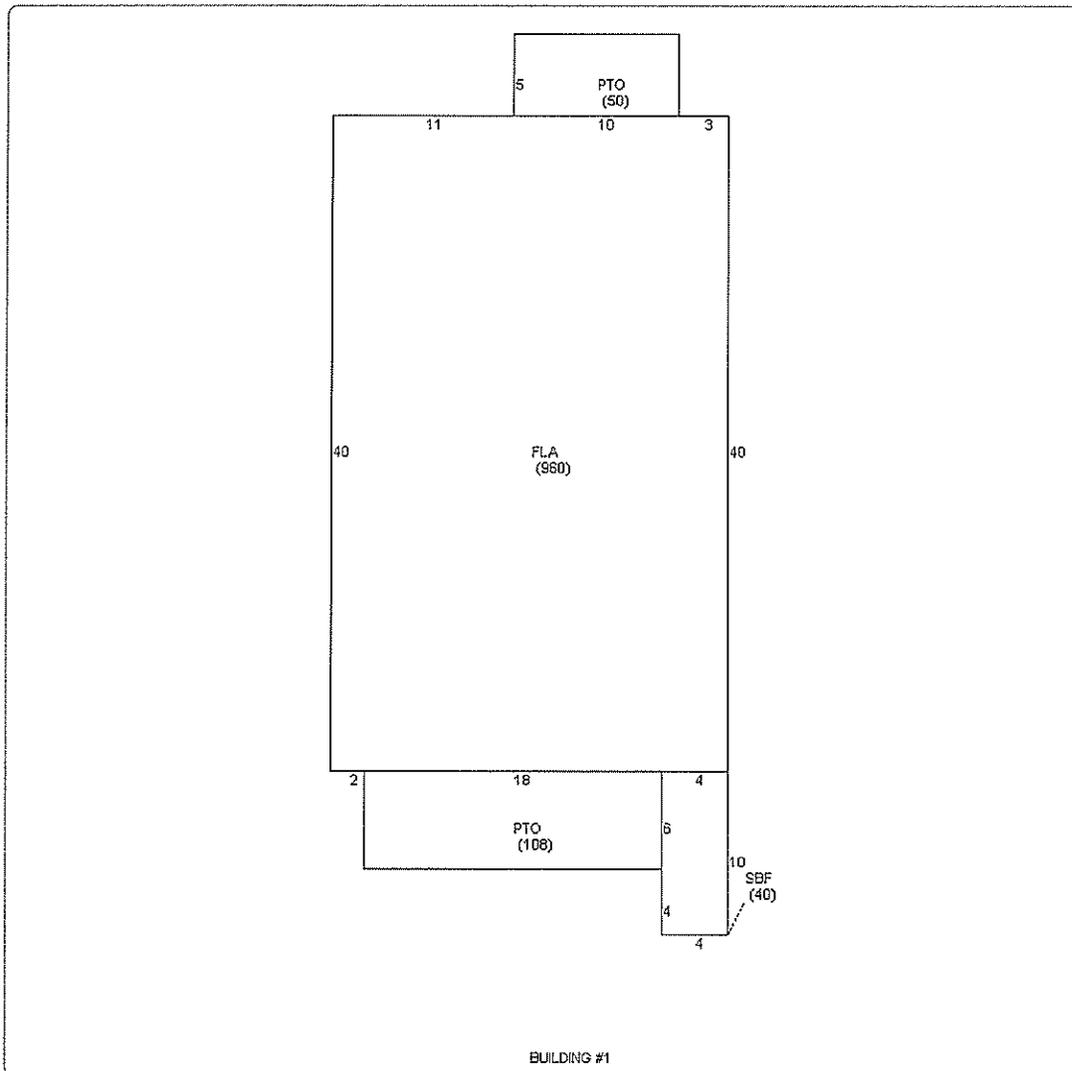
Description	Year Built	Roll Year	Quantity	Units	Grade
CH LINK FENCE	2009	2010	1	880 SF	1
UTILITY BLDG	2001	2012	1	100 SF	2
ASPHALT PAVING	1995	2012	1	12000 SF	2
ASPHALT PAVING	1980	2012	1	152055 SF	2
CONCRETE DOCK	1980	2012	1	1904 SF	2
UTILITY BLDG	1995	2012	1	200 SF	3
UTILITY BLDG	1990	2012	1	225 SF	5
CH LINK FENCE	1995	2012	1	2400 SF	1
BOAT RAMP	1995	2012	1	384 SF	3
CH LINK FENCE	1995	2012	1	4000 SF	3
CH LINK FENCE	1995	2012	1	4800 SF	1
CH LINK FENCE	1995	2012	1	660 SF	1
CONC PATIO	1995	2012	1	918 SF	1
CH LINK FENCE	1995	2012	1	960 SF	3
CUSTOM PATIO	2011	2012	1	1120 SF	4
CONC PATIO	2011	2012	1	1500 SF	2
WROUGHT IRON	2011	2012	1	1560 SF	4

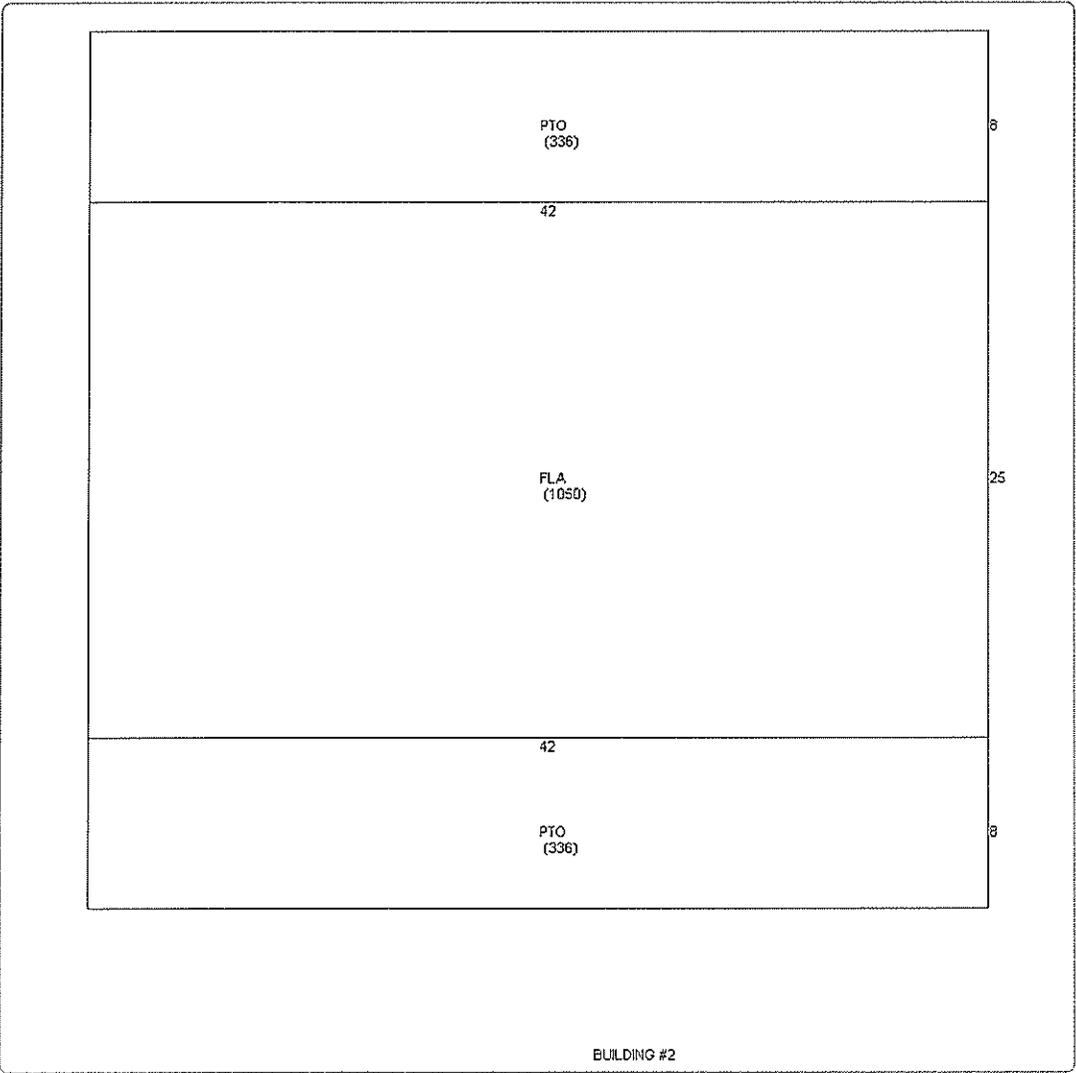
Description	Year Built	Roll Year	Quantity	Units	Grade
CUSTOM PATIO	2011	2012	1	5512 SF	4
COM CANOPY	2011	2012	1	630 SF	5
CH LINK FENCE	2013	2014	1	1290 SF	1
CUSTOM POOL	1995	2012	1	1512 SF	5
RES ELEVATOR	2017	2018	1	1 UT	2

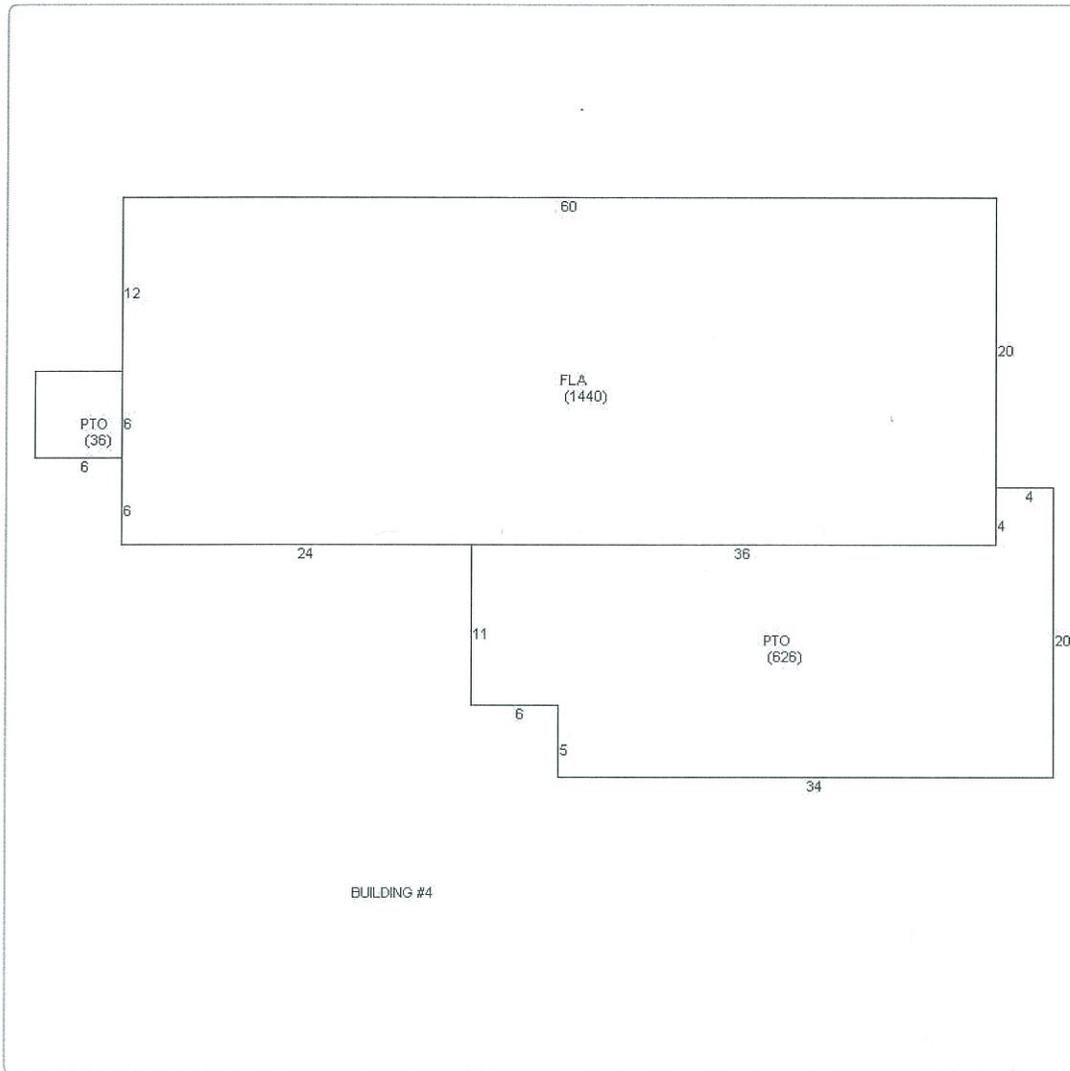
Permits

Number	Date Issued	Date Completed	Amount	Permit Type	Notes
17301978	5/16/2017		\$2,100	Residential	INSTALL POOL LIFT
15302549	5/11/2015	6/28/2016	\$15,000		INTERIOR REMODEL/REPAIR
13301236	10/25/2013	6/5/2014	\$1		INTERIOR REMODEL/REPAIR
13302658	8/26/2013	9/6/2013	\$1		CHAIN LINK FENCE & GATE
10301020	11/5/2010	3/20/2013	\$1		REPLACE POOL DECKING W/CONCRETE DECKING
09304057	10/28/2009	1/5/2010	\$1		(ATF) FENCE
01304692	12/21/2001	12/31/2003	\$1		CHAIN LINK FENCE

Sketches (click to enlarge)







Photos



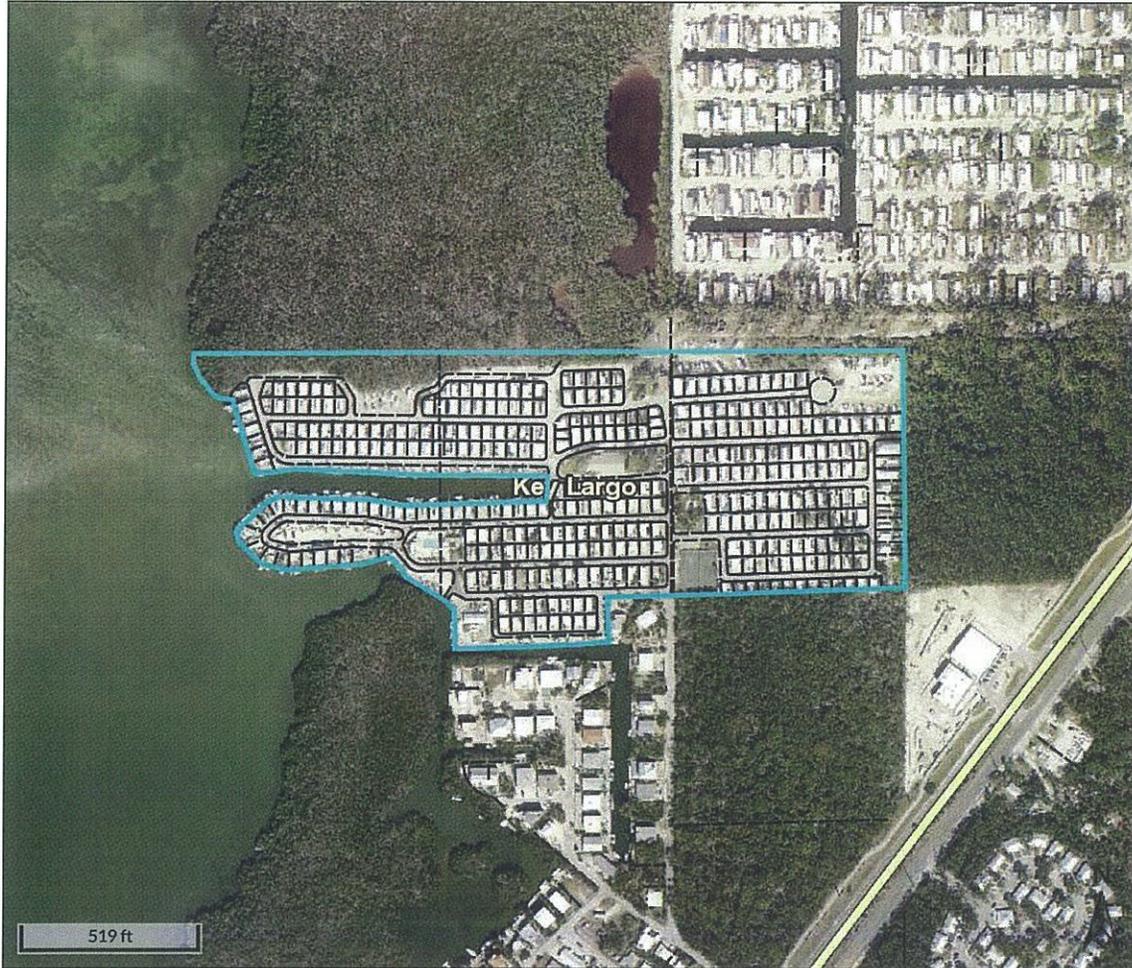
No data available for the following modules: Buildings, Commercial Buildings, Mobile Home Buildings, Exemptions, Sales, TRIM Notice.

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

Developed by
 Schneider
 GEOSPATIAL

H

Location Map



Overview



Legend

- Lot Lines
- Key Names

Parcel ID	00541810-000101	Alternate ID	8954034	Owner Address	CALUSA ONE LLC
Sec/Twp/Rng	28/61/39	Class	VACANT RES		9 Island Ave
Property Address	325 CALUSA St 1				Miami Beach, FL 33139
	KEY LARGO				
District	Pt of Key Largo				
Brief Tax Description	CALUSA CAMPGROUND A CONDOMINIUM UNIT 1 OR2383-1654Q/C OR2427-713/14 OR2719-1677/78				
	(Note: Not to be used on legal documents)				

Date created: 1/30/2019
 Last Data Uploaded: 1/30/2019 1:32:08 AM

Developed by  Schneider
 GEOSPATIAL

I

Copy of Recorded Development Agreement



DEVELOPMENT AGREEMENT

This Instrument Prepared By:
Amanda L. Quirke, Esq.
Tew Cardenas LLP
1441 Brickell Ave., 15th FL
Miami FL 33131-3407
Please Return To:
Monroe Co. Attorney's Office

Doc# 1748040 06/25/2009 3:19PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (Agreement) is entered into on the 20th day of June, 2009, by and between MONROE COUNTY, a political subdivision of the State of Florida (Monroe County), and CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC. (the Association).

WITNESSETH:

The parties hereby agree as follows:

Doc# 1748040
Bk# 2419 Pg# 1249

I. RECITALS:

- A. The Association operates the land 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").
- B. The Association has the authority to enter into this Agreement through Florida Statutes Chapter 718 and the Declaration of Condominium for Calusa.
- C. Calusa is a gated RV park with a full time staff managed by the Association ("Association Staff") responsible for evacuation.
- D. Calusa consists of three hundred sixty-seven (367) Condominium Units (the "Condominium Units") as shown in the 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.
- E. Calusa includes sites for recreational vehicles, together with accessory uses and structures including 485 linear feet of common area docking area and 72 docks assigned to specific units, marina building, boat ramp, boat trailer parking, tennis courts, basketball courts, recreation building, pool and bath houses, open space, wastewater treatment facility, maintenance building, common area meeting building, and administrative offices (hereinafter collectively referred to as the "Accessory Facilities").
- F. The Monroe County 2010 Comprehensive Plan designates all the parcels of the Property as "Mixed Use/Commercial" on its Future Land Use Map.
- G. 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.

H. 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 ("After-the-fact Permits").

I. A list of the alleged code violations which are Life, Safety, or Fire related, is attached hereto as Exhibit E (the "Safety violations").

J. 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.

K. 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.

L. Both Monroe County and The Association recognize that the public noticing and hearing procedures shall follow the requirements of F.S. 163.3225, which require public hearings before the Planning Commission and the Board of County Commissioners for consideration of a Development Agreement.

M. 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).

II. PURPOSES

The purposes of this Agreement are as follows:

- A. To agree on a program of remedial actions and condominium improvements to achieve compliance for all three hundred sixty-seven (367) Condominium Units with the requirements of the Monroe County Code and the RV zoning district, as amended by Ordinance 001-2008.
- B. To allow Calusa to retain, pursuant to the terms of this Agreement, the legally existing, non-conforming, conforming, or accessory structures, established or in existence on the property on the date of the execution of this Agreement, except as otherwise set forth in Section (II)(C).
- C. To require applications for after-the-fact permits to resolve the Code Enforcement and Safety Violations set forth in Exhibits D and E.
- D. To allow for the continued existence of the Accessory Facilities as conforming accessory uses.

III. 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, which have been filed in the Official Records of Monroe County at OR Book 1589 Pg 476; OR Book 2003 Pg 2473. Calusa Street is a private road and provides access to US-1. If a judicial determination is made that Calusa may not utilize Calusa Street for access to US-1, this Agreement will be subject to amendment to ensure Calusa maintains access to US-1. Access is required to be by Calusa Street. Harbor Drive is to be used for emergency vehicle access only.
- B. Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the the effective date as defined herein, and 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 Monroe County Code, 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 with this Agreement and with the Recreational Vehicle Zoning district, as amended by Ordinance 001-2008, the permitted uses for Calusa include:
 - a. Recreational vehicles, as defined in Monroe County Code Section 9.5-4(R-6);
 - b. Accessory buildings and structures for each site including, but not limited to, screen rooms, sheds, carports, and other structures as permitted by Monroe County.
 - c. Accessory Facilities as shown on Exhibit A
 - d. Attached or detached seasonal residential units as a minor conditional use in conjunction with a development agreement.
 2. The unit density is 13 units per gross acre for the 367 lawfully established Condominium 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. The water is metered by one meter for Calusa, and individual sub-meters which are for internal use only. After completion of the wastewater project, each unit will be individually metered by the Florida Keys Aqueduct Authority.
 2. Electric service is provided by Florida Keys Electric Cooperative to the Property, and each unit is individually metered.
 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.
 5. Calusa shall coordinate with the County to install fire hydrants every 500 feet along the roadways for fire protection for the Campground Property.
- E. Reservation or Dedication of Land.** There is no reservation or dedication of land for public purpose contemplated by this Agreement.
- F. Transitional Recreational Vehicle Units.** The Site Plan, attached as Exhibit F, depicts the Condominium Units that are designated transitional recreational vehicle units. All Condominium Units which are not designated transitional recreational vehicle units on the Site Plan are permitted to use the site as an RV space, provided the Recreational Vehicle meets all requirements of the Monroe County Code, including road readiness. All condominium sites which are designated for transitional recreational vehicle units will be permitted to use the site as an RV space in accordance with all requirements of the Monroe County Code, until the site is developed as a seasonal residential unit.
- G. Legal Non-Conformities.**
1. All structures permitted pursuant to the Recreational Vehicle Zoning district, as amended by 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 and the corrective actions required by Exhibit E, no further permits shall be required for the structures as those structures exist on the effective date of this Agreement.
 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 set forth in Exhibits D and E, 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 after passing inspection.

4. Monroe County shall voluntarily dismiss all code enforcement violations for Calusa pending in Monroe County as of the date of this Agreement after the owners are in compliance. Subsequent code enforcement action for the same violations addressed in Exhibit D and through the terms of this Agreement shall be barred unless the owner has a subsequent violation.

H. Development Standards. The following development standards shall only apply to Condominium 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.
2. Building height for all permanent structures shall be limited to 35 ft. from established grade.
3. Shoreline Setback for all permanent structures shall be 10 ft from the Mean High Water line for all altered and unaltered shorelines on the Property.
4. The setbacks for all permanent structures, measured from the lot line to the drip edge, shall be as follows:
 - a. Interior Side Setback - 5 feet
 - b. Exterior side setback shall be the lesser of
 - (i) 5 feet or
 - (ii) the minimum distance to comply with all sight triangle requirements of the Monroe County Zoning Code.
 - c. Front Setback shall be the lesser of
 - (i) 5 feet or
 - (ii) the minimum distance to comply with all sight triangle requirements of the Monroe County Zoning Code.
 - d. Rear Setback - 5 feet
 - e. All setbacks for the perimeter of the Campground Property shall not be less than 5 feet.
5. Impervious lot coverage shall be limited to 80% of the Condominium Unit lot area.
6. All habitable permanent structures constructed after the effective date of this Agreement shall be elevated to 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 approval of the minor conditional use for seasonal residential units.
2. All other applications for permits required in Exhibit D shall be submitted within 180 days of the approval of the minor conditional use for seasonal residential units. An application for a building permit for a new seasonal residential unit filed within 180 days of the approval of the minor conditional use for seasonal residential units, which includes the corrective action required for the after-the-fact permits listed in Exhibit D, shall satisfy this section. If demolition or removal of non-conforming structures is required for a building permit for a seasonal residential unit mentioned above, the demolition permit shall be applied for at the same time, and shall be completed within 180 days of issuance.
3. All Permits required for roads, fire suppression, storm water, landscaping, utility relocations, and other community facilities or improvements shall be applied for by The Association 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 be extended in accordance with the Florida Building Code, in order to allow Monroe County staff sufficient time to properly review and approve all applications required by this Agreement; and, to provide greater flexibility to The Association and its individual unit owners in meeting the compliance schedule.
5. Park Models
 - a. Owners of Park Models designated as transitional recreational vehicle units on the attached site plan Exhibit F shall be required within the term of this Agreement to either
 - (i) install the park model as a permanent structure in accordance with local, state, and federal law, and meet all requirements of the Monroe County Code and Building Code, and Section H of this Development Agreement; or
 - (ii) construct a permanent structure in accordance with the terms of this Agreement.
 - b. During the term of this Agreement, all park models designated as transitional recreational vehicle units shall either
 - (i) be tied down in accordance with Monroe County Code and Building Code provisions for such structures within 90 days of the approval of the minor conditional use for

- seasonal residential units, until such time as they become permanent structures; or
- (ii) meet all road ready requirements of the Monroe County Code until such time as the unit becomes a permanent structure.
- c. A Park Model will not be considered a permanent structure until the Park Model is installed in accordance with local, state, and federal law, and meets all requirements of the Monroe County Code and Building Code, and Section H of this Development Agreement.
 - d. A Park Model not designated as a transitional recreational vehicle unit shall comply with the road ready requirements of the Monroe County Code at all times.
6. 180 Day Rule.
- a. All Condominium Units will be maintained as transient units.
 - b. All occupants of the Campground Property will be required to evacuate in accordance with a Visitor Evacuation Order issued by Monroe County.
 - c. No person shall occupy the Campground Property for more than 180 consecutive days.
 - d. The following will be required to be removed from the Campground Property for at least one (1) day every 180 days, such that the following shall not occupy the Campground Property for more than 180 consecutive days and must evacuate when a Visitor Evacuation order is issued by Monroe County:
 - (i) RVs
 - (ii) Park Models which are not tied down in accordance with local and state law, and in accordance with the terms of this Agreement.
 - e. The following structures will not be required to be removed from the Campground Property every 180 days, nor shall the structures be required to be removed in the event of a Visitor Evacuation Order:
 - (i) Permanent structures constructed in accordance with local, state, and federal law, and pursuant to the terms of this Agreement.
 - (ii) Park Models designated as transitional recreational vehicle units which are tied down in accordance with local, state, and federal law, the Monroe County Code and Building

Code, during the term of this Agreement or until there is a permanent structure on the site.

7. All Condominium Units designated transitional recreational vehicle units shall obtain a building permit to construct the permanent structure within ten (10) years of the Effective Date of this Agreement. Prior to conversion to a permanent structure, the unit shall be used as an RV space in accordance with all requirements of the Monroe County Code, or as otherwise provided in this Agreement.
8. If the seasonal transient units are not constructed within ten years, the condominium units shall remain as RV sites.
9. Calusa Campground will fund the preparation and allow the installation of signage along the canal frontage for the canal which is shared by other property owners stating that the allowed dockage is not to exceed 25% (twenty-five per cent) of the canal width and that dockage surrounding the existing boat ramp is for loading and unloading only.
10. Calusa shall not allow dockage along the narrowest portion of the canal shared by other property owners and the dock area shall be posted as such until the mangroves are trimmed, at which time the dock area may be used in compliance with the Monroe County Code. Calusa shall trim the mangroves every six months. If the mangroves are not trimmed, there shall be no dockage.
11. Calusa shall fund a constant patrol by a uniformed Sheriff's deputy on the premises on all Federal holiday weekends.

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 and shall provide proof of payment to the County with the permit application.

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

County. The Evacuation Plan, attached as Exhibit G, shall be added to the Rules and Regulations of Calusa within 30 days of the effective date of this Agreement. This provision shall survive the expiration or termination of this Agreement.

- L. **Impact and After the Fact Building Permit Fees.** Application for permits in accordance with this Agreement shall not be construed to require additional impact fees. However, all permit fees shall be due for after-the-fact permits as set forth in Exhibits D and E.
- 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.** This Agreement shall be adopted by the Association as an amendment to the Declaration of Condominium for Calusa before the public hearing before the Monroe County Board of County Commissioners. 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. **Material Breach.** A material breach by the Association occurs if more than 50% of the Condominium Units are not in compliance with the terms of this Agreement, and the Association has not initiated enforcement action in accordance with Chapter 718 of the Florida Statutes and the Declaration of Condominium for Calusa against 100% of the Condominium Units not in compliance with this Agreement within 270 days of the effective date of this Agreement. A material breach by Monroe County occurs upon Monroe County's failure to comply with the terms of this Agreement after Notice as provided in Subsection 2.
 - 2. **Notice.** Upon either party's material breach of the terms and conditions of this Agreement, the other party shall serve written notice on and shall provide the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Both parties shall be provided an additional 90 days to cure the material breach or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties.
 - 3. **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.

4. 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 The Association.

(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.

(i) If a unit owner applies to change their individual unit designation, the unit owner shall submit a new site plan reflecting the change in designation, together with a filing fee of \$1,768.00, or such other fee in effect for a minor deviation at the time of the application for minor deviation.

(ii) If ten (10) or more unit owners apply to change their individual unit designations, an amendment to the minor conditional use will be required. A revised site plan reflecting the change in designations, together with a fee of \$8484.00, or such other fee in effect at the time of application for an amendment to the minor conditional use.

5. Enforcement.

(a) After notice and an opportunity to respond and/or cure the material breach as provided herein, the parties may enforce the terms of this Agreement in a court of competent jurisdiction, or any other remedy at law or in equity. In addition, Monroe County may utilize appropriate code enforcement remedies to cure any breach after notice and an opportunity to cure as provided herein. This does not waive the right of Monroe County to pursue individual code violation cases.

(b) Monroe County, The Association, 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 either 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 The Association and/or its individual unit owners 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 The Association and/or its unit owners 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 The Association 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 The Association of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.
- 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 with proof of receipt. 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

with a copy to

Assistant County Attorney
PO BOX 1026
Key West, FL 33041
or
1111 12 th Street Suite 408
Key West, Florida 33040

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

with a copy to

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

It is the responsibility of the parties to notify all parties of change in name or address for proper notice.

- 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, 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, Florida, and no other jurisdiction. This Agreement shall be construed and interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.

- 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. Counterparts.** This Agreement may be executed 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.
- EE. 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. The Association 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.
- FF. 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.
- GG. 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.
- HH. 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.

SIGNATURE PAGE TO FOLLOW

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

Signed, sealed, and delivered
in the presence of:

CALUSA CAMPGROUND
CONDOMINIUM ASSOCIATION, INC.

[Signature]
Jose Pepe Diaz

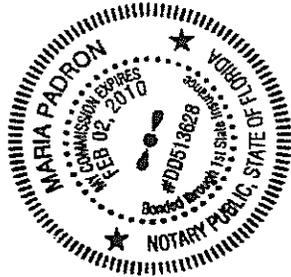
By: [Signature]
Manuel Lopez

Title: President

[Signature]
Jose Gallardo

Dated: 6/20/09

The foregoing instrument was acknowledged before me on this 20th day of June, 2009, by Manuel Lopez. He/she is personally known to me or produced _____ as identification and did not take an oath.



[Signature]
Notary Public

Maria Padron
Printed name

My commission expires 2/2/10

ATTEST: DANNY KOLHAGE, CLERK

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

[Signature]
DEPUTY CLERK 6-17-09

[Signature]
MAYOR GEORGE NEUGENT

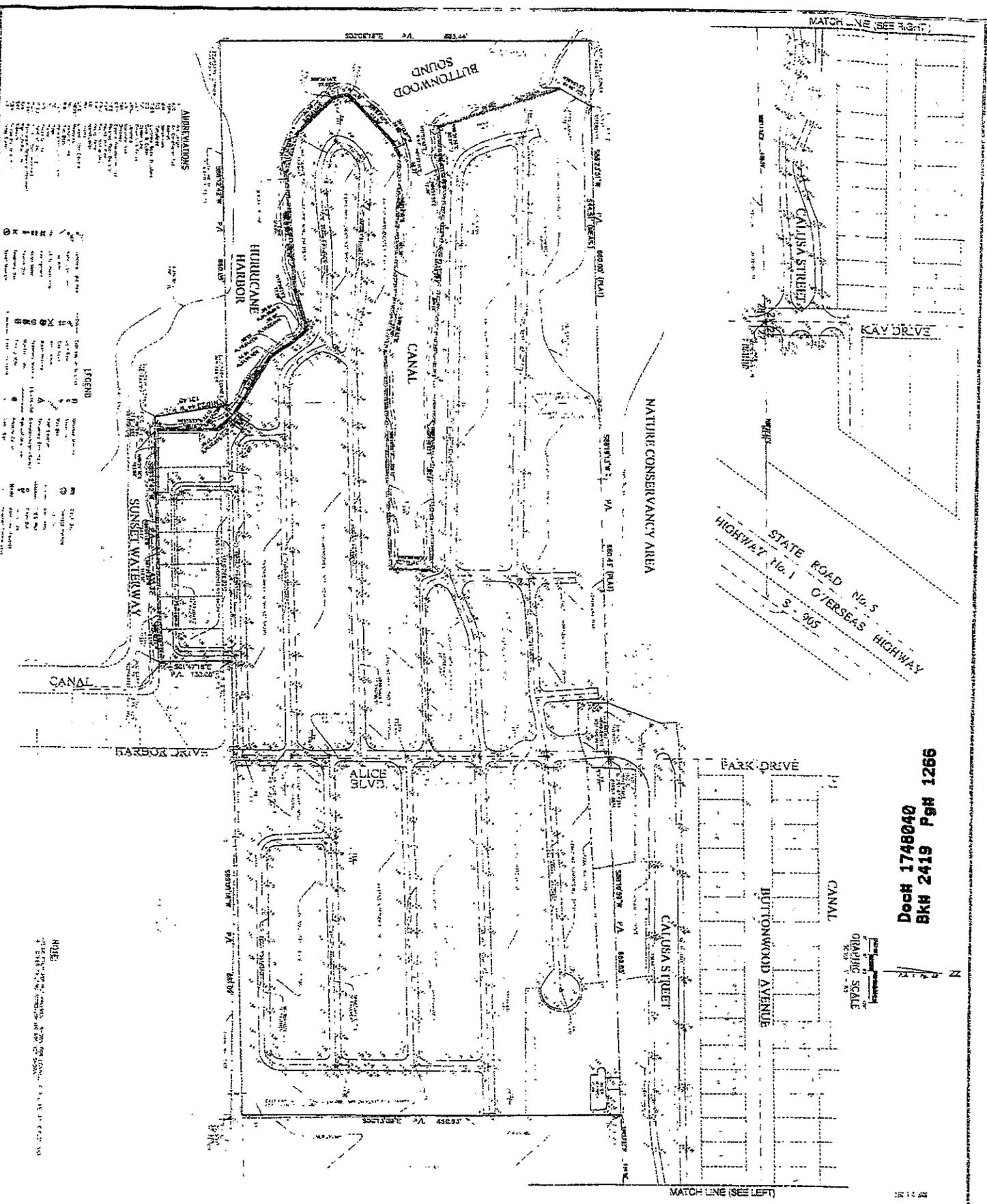
MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

[Signature]
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date June 25, 2009

Exhibit A- As Built survey and Legal Description

**Doc# 1748040
Bk# 2419 Pg# 1264**

MATCH LINE (SEE RIGHT)



ABBREVIATIONS

1/4"	1/4" WIDE
1/8"	1/8" WIDE
1/16"	1/16" WIDE
1/32"	1/32" WIDE
1/64"	1/64" WIDE
1/128"	1/128" WIDE
1/256"	1/256" WIDE
1/512"	1/512" WIDE
1/1024"	1/1024" WIDE
1/2048"	1/2048" WIDE
1/4096"	1/4096" WIDE
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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.

FILE #1135807
BK#1589 PG#486

Exhibit B- Settlement Agreement

**Doc# 1748040
Bk# 2419 Pg# 1268**

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 deed 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) 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 I 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: _____

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

Legal Description

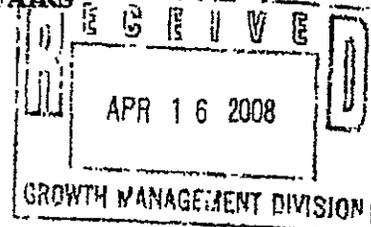
On the Island of Key Largo and being all that part of Lot 1, Section 28, Township 61 South, Range 39 East, lying North of a 20 foot road and lying North of the former right of way of the Florida East Coast Railway according to a survey made by PD Jenkins, C.E. and according to the Plat thereof, as recorded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

**Exhibit C- Seasonal Residential Unit Ordinance
NUMBER 001-2008**

**Doc# 1748040
Bk# 2419 Pg# 1276**

STATE OF FLORIDA
DEPARTMENT OF COMMUNITY AFFAIRS

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).

5. Monroe County is a local government within the Florida Keys Area of Critical State Concern. § 380.0552, *Fla. Stat.* (2007) and Rule 28-29.002 (superseding Chapter 27F-8), *Fla. Admin. Code.*

6. "Land development regulations" include local zoning, subdivision, building, and other regulations controlling the development of land. § 380.031(8), *Fla. Stat.* (2007). The regulations adopted by Ord. 001-2008 are land development regulations.

7. All land development regulations enacted, amended, or rescinded within an area of critical state concern must be consistent with the Principles for Guiding Development (the "Principles") as set forth in § 380.0552(7), *Fla. Stat.* See *Rathkamp v. Department of Community Affairs*, 21 F.A.L.R. 1902 (Dec. 4, 1998), *aff'd*, 740 So. 2d 1209 (Fla. 3d DCA 1999). The Principles are construed as a whole and no specific provision is construed or applied in isolation from the other provisions.

8. Ord. 001-2008 allows for the conversion of a RV space to a seasonal residential unit by the owner pursuant to a Development Agreement and compliance with the Monroe County Comprehensive Plan and Land Development Regulations, and is consistent with the following Principles:

- (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.
- (b) To protect shoreline and marine resources, including mangroves, coral reef formations, seagrass beds, wetlands, fish and wildlife, and their habitat.
- (d) To ensure the maximum well-being of the Florida Keys and its citizens through sound economic development.
- (e) To limit the adverse impacts of development on the quality of water throughout the Florida Keys.
- (f) To protect the public health, safety, and welfare of the citizens of the Florida Keys and maintain the Florida Keys as a unique

PURSUANT TO SECTIONS 120.569 AND 120.57(2) FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND III, FLORIDA ADMINISTRATIVE CODE. IN AN INFORMAL ADMINISTRATIVE PROCEEDING, YOU MAY BE REPRESENTED BY COUNSEL OR BY A QUALIFIED REPRESENTATIVE, AND YOU MAY PRESENT WRITTEN OR ORAL EVIDENCE IN OPPOSITION TO THE DEPARTMENT'S ACTION OR REFUSAL TO ACT; OR YOU MAY EXERCISE THE OPTION TO PRESENT A WRITTEN STATEMENT CHALLENGING THE GROUNDS UPON WHICH THE DEPARTMENT HAS CHOSEN TO JUSTIFY ITS ACTION OR INACTION.

IF YOU DISPUTE ANY ISSUE OF MATERIAL FACT STATED IN THE AGENCY ACTION, THEN YOU MAY FILE A PETITION REQUESTING A FORMAL ADMINISTRATIVE HEARING BEFORE AN ADMINISTRATIVE LAW JUDGE OF THE DIVISION OF ADMINISTRATIVE HEARINGS, PURSUANT TO SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, AND CHAPTER 28-106, PARTS I AND II, FLORIDA ADMINISTRATIVE CODE. AT A FORMAL ADMINISTRATIVE HEARING, YOU MAY BE REPRESENTED BY COUNSEL OR OTHER QUALIFIED REPRESENTATIVE, AND YOU WILL HAVE THE OPPORTUNITY TO PRESENT EVIDENCE AND ARGUMENT ON ALL THE ISSUES INVOLVED, TO CONDUCT CROSS-EXAMINATION AND SUBMIT REBUTTAL EVIDENCE, TO SUBMIT PROPOSED FINDINGS OF FACT AND ORDERS, AND TO FILE EXCEPTIONS TO ANY RECOMMENDED ORDER.

IF YOU DESIRE EITHER AN INFORMAL PROCEEDING OR A FORMAL HEARING, YOU MUST FILE WITH THE AGENCY CLERK OF THE DEPARTMENT OF COMMUNITY AFFAIRS A WRITTEN PLEADING ENTITLED, "PETITION FOR ADMINISTRATIVE PROCEEDINGS" WITHIN 21 CALENDAR DAYS OF PUBLICATION OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY THE AGENCY CLERK, IN THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL, 2555 SHUMARD OAK BOULEVARD, TALLAHASSEE, FLORIDA 32399-2100.

THE PETITION MUST MEET THE FILING REQUIREMENTS IN RULE 28-106.104(2), FLORIDA ADMINISTRATIVE CODE. IF AN INFORMAL PROCEEDING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.301, FLORIDA ADMINISTRATIVE CODE. IF A FORMAL HEARING IS REQUESTED, THEN THE PETITION SHALL BE SUBMITTED IN ACCORDANCE WITH RULE 28-106.201(2), FLORIDA ADMINISTRATIVE CODE.

A PERSON WHO HAS FILED A PETITION MAY REQUEST MEDIATION. A REQUEST FOR MEDIATION MUST INCLUDE THE INFORMATION REQUIRED BY RULE 28-106.402, FLORIDA ADMINISTRATIVE CODE. CHOOSING MEDIATION DOES NOT AFFECT THE RIGHT TO AN ADMINISTRATIVE HEARING.

YOU WAIVE THE RIGHT TO AN INFORMAL ADMINISTRATIVE PROCEEDING OR A FORMAL HEARING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF PUBLICATION OF THIS FINAL ORDER.

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 5th 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

COUNTY COMMISSION ORDINANCE NO. 001-2008

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

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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

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(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;

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- 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.

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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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D

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Exhibit D

CASE #	UNIT	OWNER	ITEM REQUIRING CORRECTION
CE04090208	34	Lopez	NO PERMITS FOR SHED, SCREEN ENCLOSURE. O4303640, FOR SCREEN ENCLOSURE, NEVER ISSUED
CE06110272	35	Estevez	NO PERMITS FOR SHED, SCREEN ENCLOSURE.
CE06110274	37	Castrillon	SHED AND SHADE STRUCTURE
CE06120037	38	Orasi	WOOD DECK NO PERMITS FOR SHED AND SHADE STRUCTURE
CE06120038	39	Garcia	WOOD DECK NO PERMIT FOR SHED AND SHADE STRUCTURE
CE06120040	40	Silva	SLAB NO PERMITS FOR SHED
CE06120042	41	De Castro	NO PERMITS FOR SHED AND SHADE STRUCTURE
CE06120043	43	Besu	SLAB CANVAS SHADE STRUCTURE NO PERMITS FOR SHED
CE06120051	44	Valentin	SHED NEVER ISSUED.
CE06010201	45	Morejon	SLAB.
CE06120062	46	Hernandez	SLAB No permit for shed & aluminum enclosure.
CE06120062	47	Cousineau	NO PERMITS FOR SHED OR SLAB.
CE04050153	48	Laurel	SLAB NO PERMITS FOR SHADE STRUCTURE. NO PERMITS FOR SHED.
CE06120064	49	Gonzalez	TIED DOWN ON JACKS, NOT ROAD READY.
CE06120060	50	Barrett	SLAB NOT ROAD READY, UNIT ON BLOCKS.
CE06120067	51	Montenegro	SLAB & SHED
CE06120069	52	Marrero	SLAB NOT ROAD READY, UNIT HAS SKIRTING. NO PERMITS FOR SCREEN ENCLOSURE
02-1321C	53	Nunez	NOT ROAD READY, UNIT SKIRTED IN. 02304525-HOT TUB-NO FINALES. SLAB SHADE STRUCTURE.
CE06120080	54	Chirole	UNIT NOT ROAD READY. NO PERMIT FOR SHED
CE06120087	55	Chirole	SLAB NO PERMITS FOR LIGHTS. NOT ROAD READY, UNIT HAS SKIRTING.
CE06120088	56	Ortega	03300726 SLAB-OPEN.

Exhibit D

CE06120089	57	Martinez	08301512-SLAB-OPEN. NOT ROAD READY, UNIT HAS SKIRTING.
CE04120048	58	Hernandez	04303164-SLAB-OPEN. NOT ROAD READY, SKIRTING SCREEN NEVER ISSUED
CE06120092	59	Rodriguez	SLAB. NOT ROAD READY, UNIT HAS SKIRTTING
CE06120094	60	Diaz	SHED
CE06120096	61	Barrios	SHED
CE06120097	62	Nicolas	SLAB & SHED
CE06120098	63	Rafuls	NO PERMIT FOR SLAB.
CE06010202	65	Torres	SLAB & SHED
CE06120100	66	Torres	03305736-SLAB-OPEN. NOT ROAD READY, UNIT HAS SKIRTING.
CE06120100	67	Abreu	NOT ROAD READY, UNIT HAS SKIRTING. 03305736-SLAB-OPEN. NO PERMIT OPEN ROOF.
CE07010093	68	Lopez	
CE04090066			SHED, SLAB & DECK
CE07010094	71	Pratt	SLAB AND SHED SKIRTING, FENCE Not road ready
CE07010095	72	Hunsberger	No permits for shed & shade structure
CE07010096	75	Fernandez	SLAB Not Road Ready NO PERMITS SHED.
CE04050150	76	Oliva	SLAB
CE03070151			
CE04050161			
CE07010097	77	Jerdani Corp	TIE DOWN, WOOD DECK, & SLAB Not Road Ready
CE03070149	79	Hernandez	NO PERMITS ON RECORD FOR SLAB Have shed.
CE04050158	80	Garcia	SLAB
CE07010109	81	Orta	No permits for fence and shed.
CE04050151	82	Gomez	04302965 ACCESSORY USES EXCEEDS PRINCIPLE NO PERMITS FOR WOOD DECK & CANOPY Have shed.
CE07010112	84	Perez	No permit for fence.
CE07010113	85	Jimenez	NOT ROAD READY

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			SHED
CE07010117	86	Cayon	No final on permit # 04300680.
CE07010118	87	Martinez	NO PERMIT FOR SHED.
CE07010111	89	Chirole	Not road ready. No final on permit # 02302110.
CE07010127	90	De Arce	No permit for shed.
CE07010128	91	Llama	No permit for shade structure, pavers & wood deck.
CE07010133	92	Lima	DECK AND SHADE STRUCTURE NO PERMIT FOR SHED
CE06010208	93	Labrador	No finals for aluminum enclosure & slab. No permit for shed.
CE0704021	94	Furones	No permit for concrete slab poured 4-24-07
CE07010134	95	Café Transpo	No final on permit #0230005.
CE07010136	99	Baker	No permits for central air conditioner and shade structure.
	124		Not road ready.
CE06010192	126	Molina	No permit for wooden fence & deck.
02-1365C	200	Lamas	SHED PERMIT.
CE03040180			PROPERTY HAS A FINE & LIEN
CE0612002	201	Duran	VACANT NO PERMITS FOR SLAB
	202		VACANT NO PERMITS FOR SLAB
CE06110257	203	Gonzalez	NO PERMITS FOR SHED AND SLAB
CE06110259	204	Duran	NO PERMITS FOR SHED & OPEN ROOF
	205		VACANT NO PERMITS FOR SHED AND SLAB
CE0611023	206	Delgado	NOT ROAD READY UNIT HAS SKIRTING 02303341-SCREEN ENCLOSURE-VOID 02301417-SLAB-OPEN
CE0611026	208	Alvarez	NO PERMITS FOR SLAB
CE0611027	209	Ballester	02301496 NOT FINALED
	210		VACANT CONC SLAB NO PERMIT
CE0611027	211	Goodrich	05302012-SLAB-VOID

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CE0404024	212	Hernandez	SHED, OPEN ROOF 04303090-VOID.
CE0611027	213	Peter	NOT ROAD READY, UNIT HAS SKIRTING. 05302196-TILES-OPEN. 03300677-SLAB-OPEN.
CE0612000	215	Alfonso	05301713-SLAB-OPEN.
CE0612000	216	Nicholls	05302425-patio roof & screenroom-open. 05302011-patio slab-open.
	217		VACANT NO PERMIT FOR SLAB.
	218		NO PERMITS FOR, SHADE STRUCTURE, SHED, WOOD DECK.
CE0612003	219	Downing	NO PERMITS FOR, SHED, SLAB, WOOD DECK, SHADE STRUCTURE, BOAT PORT.
CE0612003	220	Baluja	NO PERMITS
CE0612003	221	Rubi	NO PERMIT FOR SHED, AND STONE SLAB
CE06010203	222	Johnson	NO PERMITS
CE06120029			
CE04030224	223	Moropa	No permit for canvas shed
CE06010207	224	Manatee Landing LLC	VACANT, NO PERMITS
	225		VACANT NO PERMITS
CE0612000	226	Sunset View LLC	No final for permits. No permit for concrete slab.
CE0612002	230	Atorresagast	No permits screened enclosure and shed.
	231		Permit 08302012-2 decks & fence-open-good till 11/29/08 SLAB AND WOOD DECK
CE0612002	232	Cambo	concrete slab & fence-no permits
CE0612001	234	Hutchins	
CE06010224	245	Gomez	fence,slab NOT ROAD READY, UNIT HAS SKIRTING
CE06010219	246	Viciedo	No permit for aluminum enclosure, shed,fence,slab NOT ROAD READY, UNIT HAS SKIRTING
CE06010216	247	Barrios	NOT ROAD READY, NO SHED PERMIT UNIT HAS SKIRTING.
CE06120012	253	Martinez	No permit for shed. No final for permit #02302165.

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CE06010214	254	Rebull	Not road ready. No final on permit #03304327 for screen 04301040 ISSUED, 03302185 FINALED,03304327 ISSUED
CE06120013	255	Alvarez	
CE04040271	256	Alvarez	FENCE No final on SLAB
CE06120014	257	Rojas	
CE06120015	258	Dorta	
CE07010092	260	Audrain	No permits for shed or fence
CE04050148	301	Gonzalez	No permit for shed. permit 05300489 for pw. Pedestal not issued
CE06120016	302	Orasi	No permits for shed and slab permit 03301374 for demo wood deck no inspection permit 053000488 for pw pedestal not issued
CE06120017	303	Jimenez	No permits for shed, slab and pavers. permit for ATF shed & concrete slab-07303147 no final permit 05300490 for power pedestai -not issued
CE03070142	304	Perez	No permits for wooden deck, slab and shed.
CE06120018	305	Diaz	
CE06120019	306	Gonzalez	No permits for shed and pavers.
CE06120020	307	Beoto	No permits for shed, wooden deck and slab. Not road ready.
CE06120021	308	Garcia	shed pedestal. No permit for wooden deck. Not road ready.
CE04050143	309	Sanchez	No permits for wooden deck, shed and slab Not road ready.
CE06120022	310	Guidi	Not road ready.
CE04050142	311	Fernandez	No permits for canvas shade structure, slab and deck. Not road ready.
CE04030023			
CE04030024	312	Perez	NO PERMIT FOR SHADE CANOPY. NOT ROAD READY, UNIT HAS SKIRTING. NO PERMIT FOR SHED.
CE04090211	313	Dunkley	0430335 concrete slab/aluminum roof over NOT ROAD READY, UNIT HAS SKIRTING. NO PERMIT FOR SHED.
CE04030028			

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CE0405014	314	Milian	NO PERMIT FOR SLAB, SHED OPEN ROOF.
CE04030029			NOT ROAD READY.
CE04090216			
CE06120124	315	Leon	NOT ROAD READY.
CE06120125	316	Leon	NO PERMIT FOR SLAB.
CE05050297	317	Labrador	ATF 05302495-SHED, NOT ROAD READY
CE06120139	318	Reece	NOT ROAD READY, UNIT HAS SKIRTING.
CE06120140	319	Falcon	NOT ROAD READY,
CE06120158	320	Ramos	NO PERMITS FOR SHED. NOT ROAD READY.
01-0763C	326	Suarez	No permit for wooden dock and shed.
CE04040193	327	Fernandez	NO PERMIT FOR SHED.
	329		VACANT NO PERMITS FOR SLAB.
CE07020271	330	Carrero	No permits for slab
CE06120023	331	Hernandez	No permit for shed. #01304710-patio slab over small slab-no final inspect.
CE07020033	332	Alejo	No permits for shed, white picket fence and shade structure.
CE07020034	333	Moreno	No permits for shed and shade structure frame. no permits applied for or issued for shed, shade struct
CE0702003	334	Duran	No permits for pavers and shade structure. no permits applied for
CE06010229	338	Contador	NO PERMIT FOR SHED.
CE07020037	339	Marrero	No permits for shed and wooden deck. #02301777-slab has no final inspection
CE07020038	340	Williams	No permits for shed, wooden deck, concrete slab and shade structures.
CE07020039	341	Oliveira	No permits for shed, wooden deck, concrete slab, FENCE
CE07020040	342	Perez	No permits for shed, wooden deck, concrete slab and shade structure's frame.
CE07020041	343	Guillama	No permits for shed and wooden deck.
CE07020193	344	Guerra	NO SHED PERMIT

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			no permits applied for or issued
CE07020043	345	Rodriguez	No permit for wooden deck and concrete slab.
			no permits applied for or issued
CE04050153	346	Duran	No permit for slab. Permit #04303018 not issued.
CE07020044	347	Gonzalez	No permit for slab.
CE07020047 02-1234C	348	Hernandez	No permits for deck and screen enclosure. No permit for shed.
CE07020051	349	Herrera	No permits for shed.
CE07020052	350	Ramirez	No permits for shed and concrete slab.
CE07020053	351	Alejo	No permits for shed, slab and white picket fence.
02-1235C CE07020055	352	Ojeda	No permits for shed, wooden deck, concrete slab, and shade structures.
CE07020056	353	Valdes	No permits for shed, wooden deck and concrete slab.
CE04050138	354	erez & Rom	No final for permit #0203582.
CE07020060	355	Baltar	No permits for shed, wooden deck and concrete slab.
CE07020061	356	Fontela	No permit for shed. Not road ready.
	357		SHED,SLAB,VACANT
CE07020063	358		No permit for mobile on blocks.
CE07020064	359	Martinez	No permit for shed . Not road ready.
CE07020065	360	Enriquez	Not road ready. NO PERMIT FOR SHED, AND DECK.
CE04050152	361	Lopez	No final for aluminum roof. No permit for slab.
CE07020070	361B	Dispirito	No permits for shed & shade structure.

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CE07020068	362	Abad	No permits for slab,shed and wooden deck.
CE07020067	363	O'Farrell	No permit for shed.
CE07020072	364	Castro	No permits for shed and slab. Not road ready.
CE07020074	365	Labrador	No permits for shed and slab.
CE07020076	366	Labrador	No permits for shed and screened enclosure. Not road ready. No permit for wooden deck.
CE04050157	367	Barrios	No permits for wooden deck and SLAB
CE04030035			
CE07020080	368	Marrero	No permits for shed and slab.
CE07020081	369	Portal	No permits for shed and slab.
CE07020082	370	Ravelo	No permits for shed and slab.
CE07020083	371	Hernandez	No permits for shed and slab. RV is not road ready.
CE07020084	372	Perez	No permits for shed, slab, shade structure and pavers.
CE07020085	373	Bersani	No permits for shed and slab.
CE07020086	374	Veliz	No permits for shed and shade structure frame. 04300244-SLAB-OPEN. 02300435-SLAB-NO INSPECTIONS.
CE07020087	375	Benitez	No permits for shed and slab.
CE07020088	376	Beoto	NO PERMITS FOR SHED, WOODEN DECK,
CE07020089	377	Fernandez	No permit for shed.
CE06010226	378	Gonzalez	No permit for shed and wood deck.
CE04050147	379	Fernandez	No permit for slab.
CE03070140			Not road ready. No permit for wooden deck and shed.
CE07020090	380	Gonzalez	No permit for shed. RV on blocks. Not road ready.
CE07020124	381	Gonzalez	No permit for shed and slab. RV on blocks. Not road ready.
CE07020125	382	Herrere	No permits for shed and wooden deck. Not road ready.
CE07020126	384	Lopez	No permits for shed and slab.
CE07020127	385	ussi-Machad	No permits for shed and screen enclosure. Not road ready.

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CE07020128	386	Menendez	No permits for shed, slab, screen enclosure and shade structure frame. Not road ready.
CE07020129	387	De La Torre	No permits for shed, slab, screen enclosure and shade structure frame. Not road ready.
CE07020131	388	Say Pedro	no permit for shed, slab and pavers not road ready.
	392		SLAB, NO PERMIT - VACANT LOT.
CE07020132	393	Nunez	No permits for shed, slab, pavers and shade structure. Not road ready.
CE07020133	394	Garcia	No permits for shed, slab, decks and shade structure. Not road ready.
CE07020134	395	Lugo	No permits for shed, slab and shade structure. Not road ready.
CE07020136	396	Maresma	No permits for shed, deck and shade structure. Not road ready.
CE04030049 CE04090217	401	Lopez	04303256 PERMIT FOR WOOD DECK NEVER ISSUED, NO PERMITS FOR SLAB & SHADE STRUCTURE Not road ready, have skirting.
CE07000138	402	Herrera	NO PERMITS ON RECORD FOR SLAB, SHED
CE07020143	403	Orta	NO PERMITS FOR SHED, CONCRETE SLAB
CE07020148	404	Ganda	NO PERMITS FOR SLAB Not road ready, skirting screwed in.
CE06010190	405	Castilla	PERMIT #03305092 FOR TILED SLAB - OPEN NO PERMITS SHADE STRUCTURE OR SHED Not road ready, have skirting.
CE07020149	406	Iglesias	NO PERMIT FOR SLAB
CE0702015	407	Fernandez	NO PERMIT FOR SLAB, PERMIT #08303225 TREE REMOVAL - OPEN
CE0702015 CE05050311	408	Garcia	NO PERMITS FOR FENCE, DEMO OF SHED, SLAB, SKIRTING Permits APPLIED for but never PICKED UP #05305754, and #05303431
CE0307013 CE07020153	409	Guion	NO PERMITS ON RECORD FOR SLAB There is a shed on site. Not road ready.
CE0702015	410	Feliz	There is a shed on site.

Exhibit D

CE0702015	411	Hawkins	SLAB, SHED Not road ready.
CE0702015	412	Polo	PERMIT 03304242 FOR SLAB - OPEN There is a shed on site.
CE0702016	413	Quintero	NO PERMITS ON RECORD FOR SLAB There is a shed on site.
CE0702016	414	Diaz	PERMIT #04300802 FOR SLAB & FENCE - OPEN
CE0702016	415	Sanchez	
CE0702016	416	Lakkundi	Aluminum screen enclosure
CE0702016	417	Pena	NO PERMITS ON RECORD FOR SLAB, SHED
CE0702016	418	Hernandez	NO PERMITS ON RECORD FOR SLAB, SHED
CE0307014	419	Diaz	NO ATF PERMIT FOR CONCRETE SLAB. Have shed.
CE0702016	420	Spasiuk	01304536 FOR SLAB - OPEN NO PERMIT FOR WOOD DECK Have shed.
CE0702016	421	Di Nicola	Have shed, slab Not road ready.
CE0702016	422	Di Nicola	NO PERMITS ON RECORD FOR SLAB & SHADE STRUCTURE, and shed Not road ready.
CE0307014	424	Cortina	NO PERMITS ON RECORD FOR SLAB
CE0702017	425	Oquendo	NO PERMITS ON RECORD FOR SLAB
	426		VACANT NO PERMITS FOR SLAB, & SHED
01-0770C CE07020179	427	Morrissey	NO PERMITS ON RECORD FOR SLAB & ENCLOSURE, WOOD STORAGE UNIT ATTACHED TO R/V Have shed. Not road ready.
CE0702017	428	Latour	NO PERMITS FOUND FOR WOOD DECK Have shed.
CE0702017	429	Reina	NO PERMITS ON RECORD FOR SLAB & SHADE STRUCTURE Have shed.

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CE07020176	430	otic Center	03304099 FOR SLAB & ALUMINUM PATIO - OPEN Have shed.
CE07020178	431	Dyer	03301844 FOR SLAB - OPEN NO PERMIT FOR SCREEN ENCLOSURE Have shed and canvas tubing. Not road ready.
CE07020181	432	Michel	NO PERMITS ON RECORD FOR SLAB & SHADE STRUCTURE, ALUM TUVE/CANVAS & WOOD DECK Have shed.
CE07020182	433	Rios	NO PERMIT FOR SLAB & SHADE STRUCTURE Have shed. On blocks- not road ready
CE07020183	434	Bello	NO PERMITS ON RECORD FOR SLAB On blocks- not road ready
CE07020184	435	Sebastian	NO PERMITS ON RECORD FOR SLAB & SHADE STRUCTURE, CANVAS SHADE ADDED Have shed.
CE07020186	436	Eager Family	NO PERMITS ON RECORD FOR SLAB Have shed.
	437		VACANT - NO PERMITS ON RECORD FOR SLAB
CE07020188	438	Perez	NO PERMITS ON RECORD FOR SLAB & SCREEN ENCLOSURE Have shed. Not road ready.
CE07020190	439	Sanchez	00303755 FOR OPEN PATIO, CONCRETE SLAB & 01302943 - CLOSED Have shed. Not road ready.
CE07020191	440	Gardenache	NO PERMITS ON RECORD FOR SLAB & SHADE STRUCTURE Have shed. Not road ready.
CE04090002	441	Hernandez	NO PERMITS ON RECORD FOR SLAB & SHADE STRUCTURE TURNED INTO SCREEN ROOM Have shed,
CE04050154	442	Rodriguez	Have shed.
CE07020193			
CE04050156	443	Corrales	NO PERMITS ON RECORD FOR SLAB & SHADE STRUCTURE Have shed.
	445		VACANT - NO PERMITS ON RECORD
	446		VACANT - NO PERMITS ON RECORD

Exhibit D

CE07020196	447	Martinez	NO PERMITS ON RECORD FOR SLAB & SHADE STRUCTURE, OR WOOD DECK Have shed. Not road ready.
CE07020199	448	Morejon	01304495 TREE REMOVAL - EXPIRED 02303999 DEMO OF FENCE, CANVAS - EXPIRED Have shed. Not road ready.
CE07020120	449	Palmer	NO PERMITS ON RECORD FOR SLAB Have shed. Road ready.
CE07020120	450	Triana	NO PERMITS ON RECORD FOR SLAB & SHADE STRUCTURE Have shed.
CE07020202	451	Egued	NO PERMITS ON RECORD FOR SLAB, TUBE & CANVAS Have shed
CE07020203	452	Rodriguez	NO PERMITS ON RECORD FOR SLAB Have shed & aluminum poles canvas
CE07020204	453	Martin	NO PERMITS ON RECORD FOR SLAB, TUBING & CANVAS Have shed.
CE07020205	454	Perez	NO PERMITS ON RECORD FOR SLAB, ALUMIN. FRAME & TUBING FOR CANVAS Have shed.
CE07020206	455	Delgado	02303648 FOR SLAB -EXPIRED Have shed.
CE07020207	456	Stalder	NO PERMITS ON RECORD FOR SLAB Have shed, tubing & canvas.
CE07020209	457	Winne	NO PERMITS ON RECORD FOR SLAB, CHAIN LINK FENCE
CE07020210	458	Lopez	NO PERMITS ON RECORD FOR SLAB
	459		VACANT - NO PERMITS ON RECORD FOR SLAB
CE03070139	460	Reyes	NO PERMITS FOR SLAB & SHADE STRUCTURE
CE07020211			
CE07020213	461	Cruz	NO PERMITS ON RECORD FOR SLAB & SHADE STRUCTURE Have shed. Tubing & canvas
CE07020214	462	Martinez	NO PERMITS ON RECORD FOR SLAB & SHADE

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			STRUCTURE, Have shed and skirting.
CE03070135	463	Suarez	NO PERMITS ON RECORD FOR SLAB shed
CE07020215	464	Rodriguez	NO PERMITS ON RECORD FOR SLAB, WOOD DECK, TUBING & CANVAS GROUND, Have shed.
CE07020239	466	Rodriguez	NO PERMITS ON RECORD FOR SLAB & SHADE STRUCTURE Have shed.
CE03070154 CE07020216	467	Barcelo	01302912 ATF REPAIR OF DECK W/STAIRS & INSTALLATION OF SKIRTING, RE-PLACING THE EXISTING DECK & SKIRTING - VOID Have shed, Not road ready.
CE06010183	468	Mendez	03302205 FOR ALUM SCREEN ENCLOSURE - NEVER ISSUED, NO PERMIT FOR SLAB
CE07020217	469	Ortiz	NO PERMITS ON RECORD FOR SHADE STRUC. & WOOD DECK Have shed. Not road ready.
CE07020218	470	Bello	NO PERMITS ON RECORD FOR WOOD DECK & SHADE STRUCTURE, Have shed. Not road ready.
	471		VACANT - NO PERMITS ON RECORD
CE07020220	472	Padron	NO PERMITS ON RECORD FOR WOOD DECK & SHADE STRUCTURE Have shed, tubing & canvas shade structure. Not road ready.
CE03070153	473	Valdez	NO PERMITS ON RECORD Have shed. Not road ready.
CE07020225	475	Vega	Have shed, tubing & canvas shade structure.
CE07020226	476	Hernandez	Have shed, tubing & canvas shade structure.
CE07020227	477	Artayeta	05301486 SCREEN & ROOF - NEVER ISSUED Have shed.
CE07020228	478	Luis	NO PERMITS ON RECORD FOR SLAB & ENCLOSURE, SHED ADDED Not road ready.

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CE0611025	481	Nosti	NOT ROAD READY NO PERMIT FOR SCREEN PORCH, NOT ROAD READY.
CE0611025	482	Perez	NO PERMITS FOR PLASTIC ENCLOSURE, OR SHEDS Xthree Not road ready.
CE0611026	484	Reina	No permits for shed and slab. Mobile home on blocks. Not road ready.
CE0611026	485	Salzer	NO PERMITS FOR SHED,
CE0611026	486	Oliva	THERE ARE PERMITS ON FILE
CE0611026	487	Palmer	NO PERMITS, SHED, SLAB, SHADE STRUCTURE.
CE0611026	488	Perez	NO PERMITS FOR SHED
CE0611026	489	Sanchez	NO PERMIT FOR SHED
CE0702029	490	Sanchez	08301004 TREE REMOVAL - OPEN 05302540 ATF SCREEN ENCLOSURE W/SLAB APPLIED FOR - NOT ISSUED Have shed
CE0702023	491	Rodriguez	SHADE STRUCTURE and shed
CE0702025	492	Ramirez	NO PERMITS ON RECORD FOR SHADE STRUC., CONCRETE SLAB Have shed.
CE0702025	493	De Urrutia	NO PERMITS ON RECORD
CE0702025	494	Gomez	shed
CE0702025	495	Valdes	NO PERMITS ON RECORD FOR SHADE STRUCT. Have shed.
CE0702026	496	Meyer	NO PERMITS FOUND FOR SCREENED SHADE STRUCTURE Have shed
CE0702026	497	Malagon	05303915 TREE REMOVAL - OPEN 01304332 FOR CONCRETE SLAB ONLY - OPEN
CE0702026	498	Orasi	NO PERMITS ON RECORD FOR SHADE STRUCT. WOOD DECK Have shed Not road ready.
CE0702026	499	Pena	NO PERMITS ON RECORD FOR SHADE STRUCT. WOOD DECK

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			DECK ALSO SKIRTED
			Not road ready.
CE06010178	501	Iglesias	No permit for slab, aluminum enclosure and shed with airconditioner. Not road ready.
CE07020264	502	Ginoris	No permits for shed, fence, concrete slab Not road ready. No permit for screen enclosure
CE07020265	503	Martinez	Not road ready. Enclosure attached to RV. No permit for shed
CE06010181	504	Del Rio	No permit for wooden deck, and shade structure No permits applied for or issued for anything
	505		R/V ON SLAB , WITH SHED No permits for concrete slab, wood deck and shed.
CE07020266	506	Herrera	No permit for shed.
CE07020269	507	Perez	No permits for concrete slab, wood deck and shed. No permit for alum. Shade structure
CE07020270	508	Vera	No permit for shed. No final on permit # 03302746 Permit 03302253-Slab complete/ screen room-no final
CE07010188	509	Oliva	Not road ready. No final for permit #02313646. No permit for wooden deck. No permit for canvas enclosure
CE07010183	510	Fernandez	No permit for wood deck No permit for slab
CE07010180	511	Alfonso	No permit for shed and concrete slab. SHED ADDED
CE07010179	512	Fernandez	No permit for shed.No final on permit #03302257. Permit 03302558-screen porch on exist.slab-complete
CE07010178	513	Sanchoyerto	No permit for fence and shed.
CE07010177	514	Gonzalez	No permit for shed and slab. Enclosure attached to RV. Not road ready.

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			SHADE CANOPY ADDED.
CE07010174	515	Hernandez	No permits for concrete slab, wood deck and shed.
CE07010172	517	Ruiz	No permit for shed and fence.
			No permit for shade structure
CE07010177	518	Galvez	No permit for concrete slab. No permit for screen enclosure
CE06010182	519	Ramirez	No permit for shed.
CE0701010	520	Martinez	No permit for shed.
CE0701016	521	Ramirez	No permit for shed.
CE0701016	522	Vera	No final on permit # 03303352.
	523		NO PERMITS ON RECORD FOR SLAB VACANT
CE0701016	524	Rodriguez	NO PERMITS ON RECORD FOR NEW SCREEN ENCLOSURE Have shed.
CE07010157	525	Luis	NO PERMITS ON RECORD FOR TILED SCREEN ENCLOSURE Not road ready.
CE07010158	526	Perdal	NO PERMITS ON RECORD FOR SHADE STRUCT. & DECK Have shed.
CE07010155	527	Rios	NO PERMITS ON RECORD FOR ENCOSURE, GLASS BAR/CABINETS Have shed. Not road ready.
CE07010156	528	Galvez	NO PERMITS ON RECORD FOR ATTACHED SHADE STRUCTURE & WOOD DECK Have shed. Not road ready.
CE07010140	529	Hernandez	NO PERMITS ON RECORD FOR SHADE STRUCT. W/WOOD DECK Have shed. Not road ready.
CE07010141	530	Rodriguez	NO PERMITS ON RECORD FOR SHADE STRUCT. W/WOOD DECK Have shed. Not road ready.

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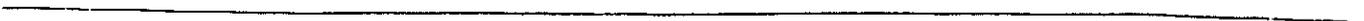


Exhibit E

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CASE #	UNIT	OWNER	VIOLATION REQUIRING CORRECTION
CB06118274	37	Castillon	CAR CARPORT
CB06120040	40	Silva	canopy
CB0610201	43	Morison	NO PERMIT FOR CARPORT
CB06050131	48	Laorel	0530175-PORTABLE KITCHEN-NEVER ISSUED
CB06120066	50	Barron	NO PERMITS FOR CAR PORT.
CB06120067	51	Montenegro	NO PERMITS CARPORT.
02-13210	53	Nunez	NO PERMIT FOR ALUMINUM ROOF
CB06120087	55	Chirilo	NO PERMITS FOR ALUMINUM ROOF
CB06120089	57	Martinez	NO PERMIT FOR CARPORT
CB06120048	58	Hernandez	04303491 PATIO ROOF NEVER ISSUED
CB06120093	59	Rodriguez	NO PERMITS FOR OPEN ALUMINUM ROOF
CB06120095	60	Diaz	NO PERMITS FOR ALUMINUM ROOF.
CB06120096	61	Barron	NO PERMITS FOR ALUMINUM ROOF.
CB06120097	62	Nicotar	NO PERMITS FOR CARPORT.
CB07010096	75	Fernandez	ALUMINUM ROOF
CB04050130	76	Oliva	No permit for aluminum roof
CB03070131			
CB04050117			
CB07010097	77	Jordan Corp	NO PERMITS ON RECORD FOR ALUMINUM ROOF
CB04050138	80	Garcia	No permit for aluminum roof
CB07010173	85	Jamirez	NO PERMITS PATIO ENCLOSURE ELECTRICAL, PLUMBING
CB06010192	126	Molina	08301312 ELECTRIC/MISC
02-1365C	200	Laorel	NO PERMITS FOR ROOF OVER SLAB
CB03040130			
CB04040244	212	Hernandez	NO PERMITS FOR OUTSIDE KITCHEN.
CB06120003	215	Alfaro	04300679-PATIO ROOF-OPEN
CB04030225	223	Morales	No permit for toilet & plumbing.
CB06120011	234	Hutchins	No permit for aluminum roof.
CB06010224	245	Gomez	No permit for shed with electric & water, and aluminum roof.
CB06010219	246	Viciedo	Kitchen
CB06010214	254	Rebul	roof patio
CB06120013	255	Alvarez	No permits for concrete slab, shade structure, wood deck, and two sheds.
CB04040271	256	Alvarez	No flake on patio roof
CB06120014	257	Rojas	Refrigerator on the porch.
CB06120015	258	Dorta	Permit 03304480-Patio Roof issued no final
CB06120017	303	Jimenez	permit 04303492 for patio roof -not issued
CB06120018	305	Diaz	permit for aluminum roof not issued
CB06120021	308	Garcia	Permits not issued for boat lift and electrical
CB04050143	309	Sanchez	No permits for aluminum porch roof and electric dockside
CB04050142	311	Fernandez	No permits for aluminum porch roof and kitchen
CB04030023			
CB06120124	315	Leon	03303045-POUR WALL ROOF-OPEN
CB05030287	317	Labrador	ROOF OVER SLAB-OPEN PLUMBING
CB06120140	319	Palcos	OPEN PERMIT PATIO ROOF.
CB06120158	320	Kanase	03306862-ELECTRIC PEDIESTAL-OPEN OPEN ROOF
CB07020271	330	Carrero	CAR PORT
CB07020039	341	Oliveira	CARPORT
CB04030155	342	Doran	ALUMINUM ROOF
CB07020052	350	Kamirez	Permit #02382770 for roof, not issued. roof permit is now voided
CB04050157	367	Barron	AWNING, ALUMINUM ROOF

Exhibit E

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Bk# 2419 Pg# 1308

CB04018033			
CB07020645	373	Bernal	04305401-PATIO ROOF - OPEN
CB07020624	374	Bernal	AND ALUMINUM ROOF
CB07020649	377	Fernandez	02306009-ROOF - OPEN
CB04050147	379	Fernandez	ALUMINUM ROOF
CB07020148	402	Harris	CARPORT
CB07020148	404	Camas	SINK
CB07020149	406	Iglesias	CANVAS CARPORT WITH MOTION LIGHTS
CB07020151	408	Camas	CARPORT, ROOF
CB05030311			
CB07020154	410	Falls	NO PERMITS ON RECORD FOR GAZEBO
CB07020157	411	Hawkins	ELEVATED WOOD DECK
CB07020159	412	Fols	NO PERMITS FOR VINYL HIGH CANVAS RV PORT W/LIGHT FIXTURE, CARPORT
CB07020160	413	Oquero	
CB07020161	414	Diaz	Light fixture attached to carport
CB07020162	415	Sanchez	Light fixture not for addit.
CB07020163	416	Lalonde	AWNING
CB07020165	418	Hernandez	Light attached to carport.
CB07020167	421	Di Niro	NO PERMITS ON RECORD FOR LARGE CANVAS CARPORT & ANOTHER CARPORT ADDED
CB07020168	422	Di Mola	CANVAS CARPORT
CB07020174	424	Cortez	CANVAS CARPORT, W/ROOF'S ADDED awning
CB07020174	425	Oquero	CANVAS ALUM FRAME CANVAS CARPORT ADDED Sink but insect.
CB07020182	433	Rita	02302224 FOR ALUM CANOPY - NEVER USED
CB07020183	434	Bello	electrician carport
CB07020190	439	Sanchez	VERY STANDING ALUM ROOF - OPEN ADDED SCREEN TO EXISTING ROOF
CB04080001	441	Hernandez	refrigerator under shade structure.
CB07020199	448	Morjon	00304273 ALUMINUM ROOF - RIPPED 02305233 PORTABLE WOOD DECK & CANOPY & ELECTRIC - OPEN
CB070201201	450	Triana	carport
CB07020203	452	Rodriguez	carport
CB07020206	453	Delgado	NO PERMIT FOR KITCHEN UNDER SHADE PATIO Refrigerator, sink, microwave.
CB07020139	460	Reyes	03304476 POE PATIO ROOF - VOID Refr. sink
CB07020211			
CB07020213	461	Cruz	ADDED GAZEBO refrigerator.
CB07020214	462	Martinez	ALUM CANVAS AWNING ADDED
CB07020133	463	Sorez	CANVAS CARPORT ADDED sink
CB07020133			
CB07020216	467	Bernal	refrigerator, freezer, bar.
CB07020216			
CB07020218	470	Bello	ALUM CANVAS CARPORT
CB06110221	464	Reyes	NO PERMITS FOR CAR PORT.
CB06110242	483	Solter	ALUM ROOF, CANOPY.
CB06110246	488	Peres	BOAT & PORCH CANOPY
CB06110248	489	Sanchez	BOAT PORT, PORCH CANOPY.
CB07020229	490	Sanchez	refrigerator
CB07020230	491	Rodriguez	02302211 FOR CARPORT - VOID ceiling fans
CB07020251	494	Camas	01361141 FORBEN ENCLOSURE PATIO, ELECTRIC NOT FINISHED - OPEN

Exhibit F- Site Plan

Doc# 1748040
Bkn 2419 Pgn 1309

Exhibit G- Evacuation Plan

CALUSA CAMPGROUND ASSOCIATION EVACUATION PLAN

Calusa employs a full time management team that manages the operation of the campground, including the evacuation of the campground in the event of a Visitor Evacuation Order. The management office will monitor all Atlantic Hurricanes to evaluate the potential threat to the Calusa Campground. Upon issuance of a Visitor Evacuation Order by Monroe County, the management team will take the following actions:

1. Immediately a notice of the Visitor Evacuation Order will be placed on the gate at the entrance to the Campground Property that a Visitor Evacuation has been ordered by Monroe County.
2. No new guests will be admitted to the campground property.
3. No persons will be admitted to the campground property for any purpose other than to secure any loose items that may become projectiles, or to gather vehicles and/or other persons to evacuate Monroe County.
4. The management team will start a phone bank to notify all occupants that a Visitor Evacuation Order has been issued and all occupants must evacuate Monroe County immediately.
5. The management team will contact Guys Towing Service to arrange to tow all RVs that have not been removed from the campground property six (6) hours after the Visitor Evacuation Order is issued to the designated RV storage area on the site plan.
6. Four (4) hours after the Visitor Evacuation Order is issued, the management team will direct the security personnel to patrol the campground property to demand all remaining occupants immediately leave the campground property.
7. Six (6) hours after the Visitor Evacuation Order is issued, the management team will coordinate with the towing service to tow all RVs that have not been removed from the campground property to the designated RV storage area on the site plan.
8. The management team will secure the RV storage area and verify all occupants have evacuated the campground property.

**MONROE COUNTY
OFFICIAL RECORDS**

6450

HONROE COUNTY
OFFICIAL RECORDS

FILE #11136807
BK#1589 PG#476

RCD JUL 29 1999 02:57PM
DANNY L KOHLHAGE, CLERK

DECLARATION OF CONDOMINIUM¹⁴

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

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

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.

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 on 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

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

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.

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 access 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 Dec 25, 1999.

Signed in the presence of:

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

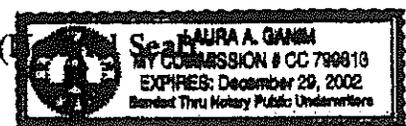
 (Signature of Witness)
 Print Name: Laura A. Ganim

 Print Name: George Eager

State of Florida
 County of Monroe

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

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



FILE #1136807
 BK#1589 PG#485

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.

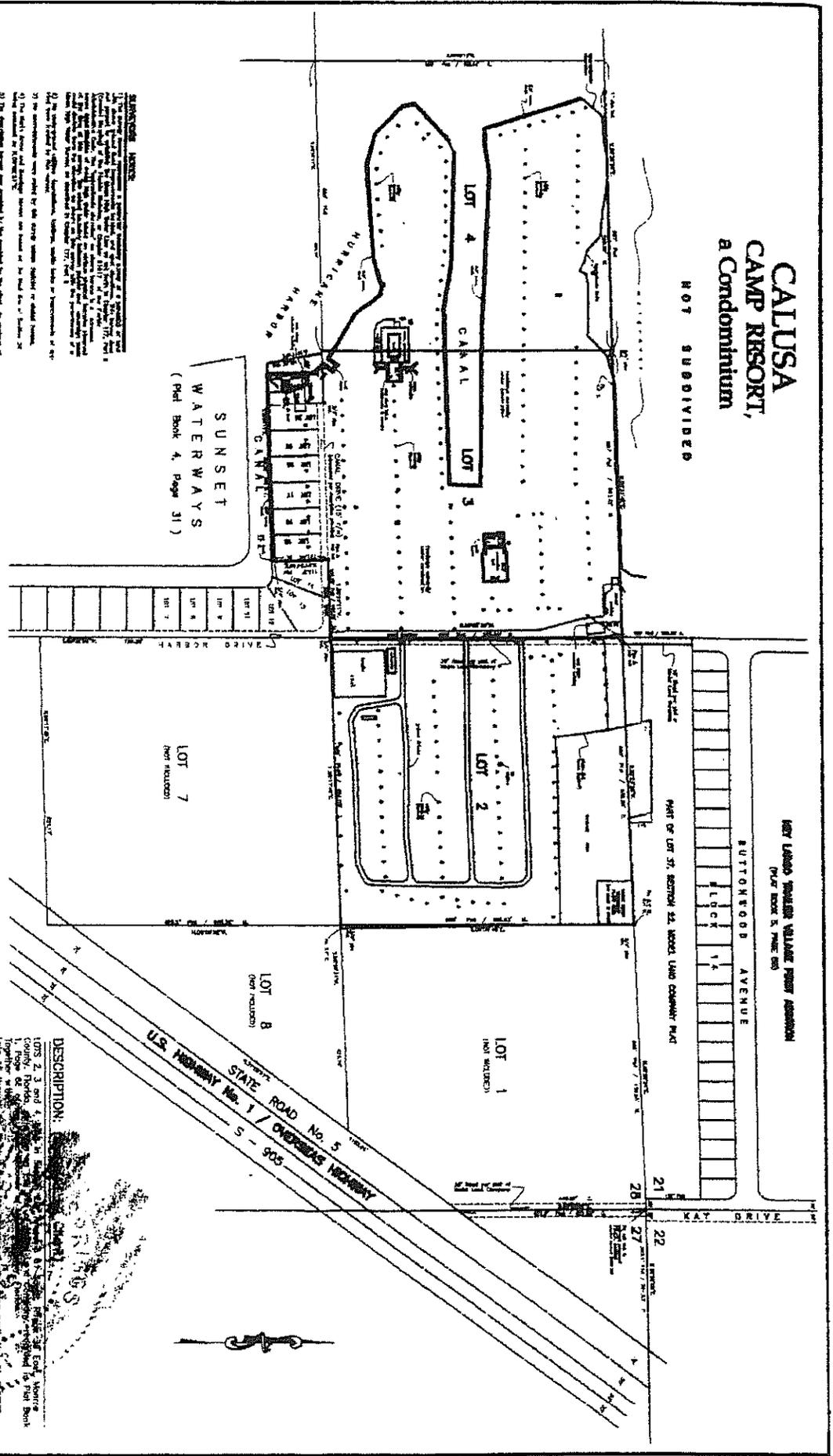
AND

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.

FILE #1136807
BK#1589 Pg#486

**CALUSA
CAMP RESORT,
a Condominium**

NOT SUBDIVIDED



WARNING: BUYER:
This plan is a preliminary plan and is subject to change without notice. It is not intended to constitute an offer of any securities. The information contained herein is for informational purposes only and should not be relied upon as a basis for investment decisions. The information contained herein is not intended to constitute an offer of any securities. The information contained herein is for informational purposes only and should not be relied upon as a basis for investment decisions.

SHEET 1 of 2 - BOUNDARY SURVEY

HAL THOMAS - PROFESSIONAL LAND SURVEYING

11111 S.W. 11th Street, Suite 100, Miami, Florida 33150
 Phone: (305) 551-1111
 Fax: (305) 551-1112
 E-mail: hthomas@halthomas.com

DATE: 11/11/2003
 PROJECT: CALUSA CAMP RESORT
 SHEET: 1 OF 2

DESCRIPTION:
 LOTS 2, 3 and 4, in Block 8, Calusa Camp Resort, County of Dade, State of Florida. This plan is a preliminary plan and is subject to change without notice. It is not intended to constitute an offer of any securities. The information contained herein is for informational purposes only and should not be relied upon as a basis for investment decisions.

NOTES:
 1. This plan is a preliminary plan and is subject to change without notice. It is not intended to constitute an offer of any securities. The information contained herein is for informational purposes only and should not be relied upon as a basis for investment decisions.

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:

Richard A. Drake

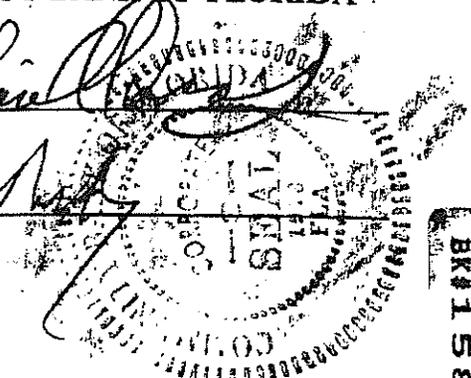
Linda H. Hoffman

COMMUNITY BANK OF FLORIDA

By: *Richard A. Drake*

Attest: *[Signature]*

{SEAL}



FILE #1136807
BK#1589 PG#489

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

Leticia Anguiano
Notary Public Leticia Anguiano
Stamp, Print or Type Name

EXHIBIT "C"

MONROE COUNTY
OFFICIAL RECORDS

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

Amendment made this 30 day of December, 1996, by George Eager, hereinafter called "Developer" joined in by Calusa Campground Condominium Association, Inc., hereinafter called the "Association".

WHEREAS, the Developer submitted certain property to condominium ownership pursuant to Chapter 718 of the Florida Statutes by means of the Declaration of Condominium recorded in O.R. Book 1589, Page 476, of the Public Records of Monroe County, Florida.

WHEREAS, the Developer still holds fee simple title to all of the units of the Condominium, and this Amendment shall neither adversely affect the lien or priority of any previously recorded mortgage nor change the size or dimensions of any Unit owned by the Developer.

NOW THEREFORE, in accordance with the Developer's powers under the Declaration of Condominium and under the Condominium Act, the Declaration of Condominium of Calusa Campground, a Condominium, is hereby amended as follows:

1. *Section 8 of the Declaration is amended as follows:*

8. **OWNERSHIP ~~USE AND MAINTENANCE~~ OF RESTRICTED COMMON ELEMENTS.**

The concrete bulkhead docks fronting units 301-321, and units 245-252, ~~and unit 42~~ (by extending the side lot lines of each unit) are limited common elements and restricted to the exclusive use of the unit owner fronting each dock area, and are appurtenant to such units. ~~These docks are owned by the Association and shall have the maintenance responsibility of the docks and mooring posts.~~

2. *Section 12 of the Declaration is amended as follows:*

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 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~~ ~~filing of the foreclosure suit~~, 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.

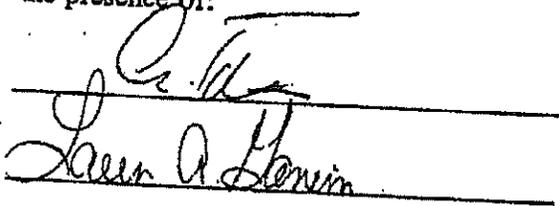
3. Section 22 of the Declaration is amended as follows:

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. ~~The developer shall appoint the initial board of directors and all directors in which the developer is interested, none of which are required to be members or unit owners of the condominium. All directors elected by the members must be unit owners in the condominium.~~

Except as herein amended, the Declaration of Condominium is hereby ratified and affirmed as recorded and is in full force and effect.

IN WITNESS WHEREOF, the Developer and Association have executed this Amendment the day and year first written above.

Signed, sealed and delivered in the presence of:



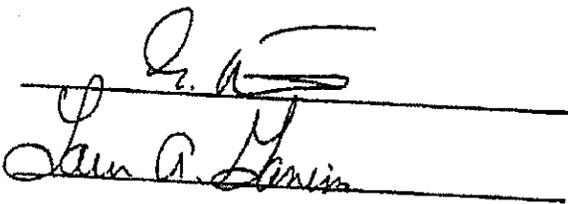
Lauren A. Lemin

Developer:

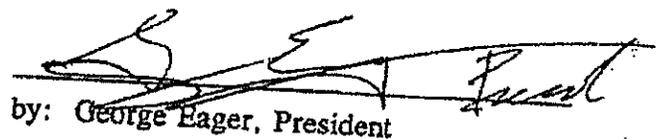


George Eager

Calusa Campground Condominium Association, Inc.



Lauren A. Lemin



by: George Eager, President

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 30 day of December 1999, by George Eager.



(Notarial Seal)

Laura A. Ganim

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

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 30 day of December, 2002, by George Eager, as President of and on behalf of Calusa Campground Condominium Association, Inc., a Florida not for profit corporation.

(Notarial Seal)



Laura A. Ganim

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

FILE #1160620
BK#1613 PG#643

FILE #1 160620
BK#1613 70648

**CONSENT OF MORTGAGEE TO
SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
AND FIRST AMENDMENT TO BY-LAWS
OF CALUSA CAMPGROUND, A 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 Second Amendment to the Declaration of Condominium and First Amendment to the By-Laws of Calusa Campround Condominium, in accordance with the Section 718.104 of the Condominium Act.

Signed, Sealed and
Delivered in the presence of:

COMMUNITY BANK OF FLORIDA

[Signature]

By: [Signature]

Laura A. Gaheri

Attest:

(SEAL)



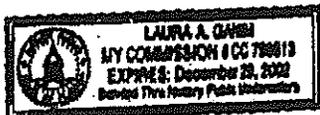
STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on 12/30, 1999,
by Mr. Richard B. Wake, Jr. and _____
as _____ and _____
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
Personally known as identification and who did _____ take an oath.

(SEAL)

Laura A. Gaheri

Notary Public
Stamp, Print or Type Name



MONROE COUNTY
OFFICIAL RECORDS

This instrument was prepared by:
DAVID H. ROGEL, ESQUIRE
BECKER & POLIAKOFF, P.A.
121 Alhambra Plaza, 10th Floor
Coral Gables, Florida 33134

Doc# 1737156 04/06/2009 12:42PM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC. AND
THE BY-LAWS OF CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, Calusa Campground Condominium Association, Inc. (the "Association") is the entity responsible for the operation and management of Calusa Campground, a Condominium (the "Condominium"); and

WHEREAS, the Declaration of Condominium of Calusa Campground, a Condominium, was recorded at Official Record Book 1521 at Page 1771 of the Public Records of Monroe County, Florida (the "Declaration"); and

WHEREAS, the By-Laws of the Association were attached to the Declaration as Exhibit "D" and recorded therewith (the "By-Laws"); and

WHEREAS, at the Special Meeting of the Membership of the Association called for on March 15, 2009, the requisite percentage of the membership approved the amendments to the Declaration and By-Laws which amendments are attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the Declaration and By-Laws attached hereto are a true and correct copy of the amendments approved by the membership.

Witnesses:

**CALUSA CAMPGROUND CONDOMINIUM
ASSOCIATION, INC.**

Sign: _____
Print Name:

By: *Manny Lopez*
Manny Lopez, President

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 22 day of March, 2009, by Manny Lopez, President of Calusa Campground Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who are personally known to me or has produced _____ as identification and ~~did not~~ take an oath.

(SEAL)



My commission expires 13628
MIA_DB: C223367

Maria Padron
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE
Maria Padron
PLEASE PRINT OR TYPE NOTARY SIGNATURE

Doc# 1737156
Bk# 2407 Pg# 697

**AMENDMENTS TO THE DECLARATION OF
CONDOMINIUM OF CALUSA CAMPGROUND
AND
THE BY-LAWS OF CALUSA CAMPGROUND
CONDOMINIUM ASSOCIATION, INC.**

(Additions shown by underlining, deletion shown by strike-throughs)

1. **Amendment to Article 10d of the Declaration of Condominium to expand the lawful use of a Unit as follows:**

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:

* * * *

d. Each unit shall be used by its respective owner exclusively as for a recreation vehicle site space or as a single family residence, subject to all applicable laws, ordinances, codes, regulations and restrictions of, or any Development Agreement within any governmental entity having jurisdiction over the condominium property, ~~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.~~

2. **Article 20 of the Declaration of Condominiums to specifically address a Development Agreement between the Association and Monroe County as follows:**

20. AGREEMENTS AND DETERMINATION OF ASSOCIATION. All agreements and determination 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. Without limiting the foregoing, the Association may enter into a Development Agreement as that term is utilized pursuant to Section 163.3220-3243, Florida Statutes, without a vote of the membership and the benefits and obligations contained therein shall be binding on all unit owners, their heirs, successors and assigns. Upon approval and execution of any such Development Agreement by the Association and such governmental entities having jurisdiction over the property operated by the Association, such Development Agreement shall be recorded through a Certificate which will specifically refer to the recording data identifying this Declaration. All expenses incurred by the Association for the negotiation and implementation of the Development Agreement shall constitute a common expense of this Condominium.

3. **Amendment to Article 4, Section 4.14 of the By-Laws to add a new paragraph (i) and (j) as follows:**

4.14 Powers. The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all corporate powers not prohibited by law, the Articles of Incorporation, the Declaration of Restrictions, or these By-Laws. The powers of the Board of Directors shall specifically include but not be limited to, the following:

(i) To approve and execute a Development Agreement, as that term is utilized in Section 163.3220-3243, Florida Statutes, and to perform such other acts as may be necessary to give full force and effect to the Development Agreement and to expend such sums as may be necessary to accomplish for purposes set forth herein.

(j) To adopt and enforce additional building restrictions regulating the means and methods of construction of permanent structures or other improvements on units within the Condominium Property in addition to those imposed by any governmental entity having jurisdiction over the Condominium Property. However, nothing contained herein shall be construed to require the use of any specific contractor to construct any permanent structures or other improvements, so long as the contractor is licensed and insured and is authorized to perform such work in Monroe County, Florida.

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Doc# 1737156
Bk# 2407 Pg# 599

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

EAGER FAMILY LIMITED PARTNERSHIP, LP,
a Florida Corporation,

MONROE COUNTY
OFFICIAL RECORDS

CASE NO. CAP-02-445

Plaintiff,

vs.

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 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.

170
W

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

FILED 12 17 11:08 AM '03

1589 at Pages 476-489 of the Public Records of Montoe 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

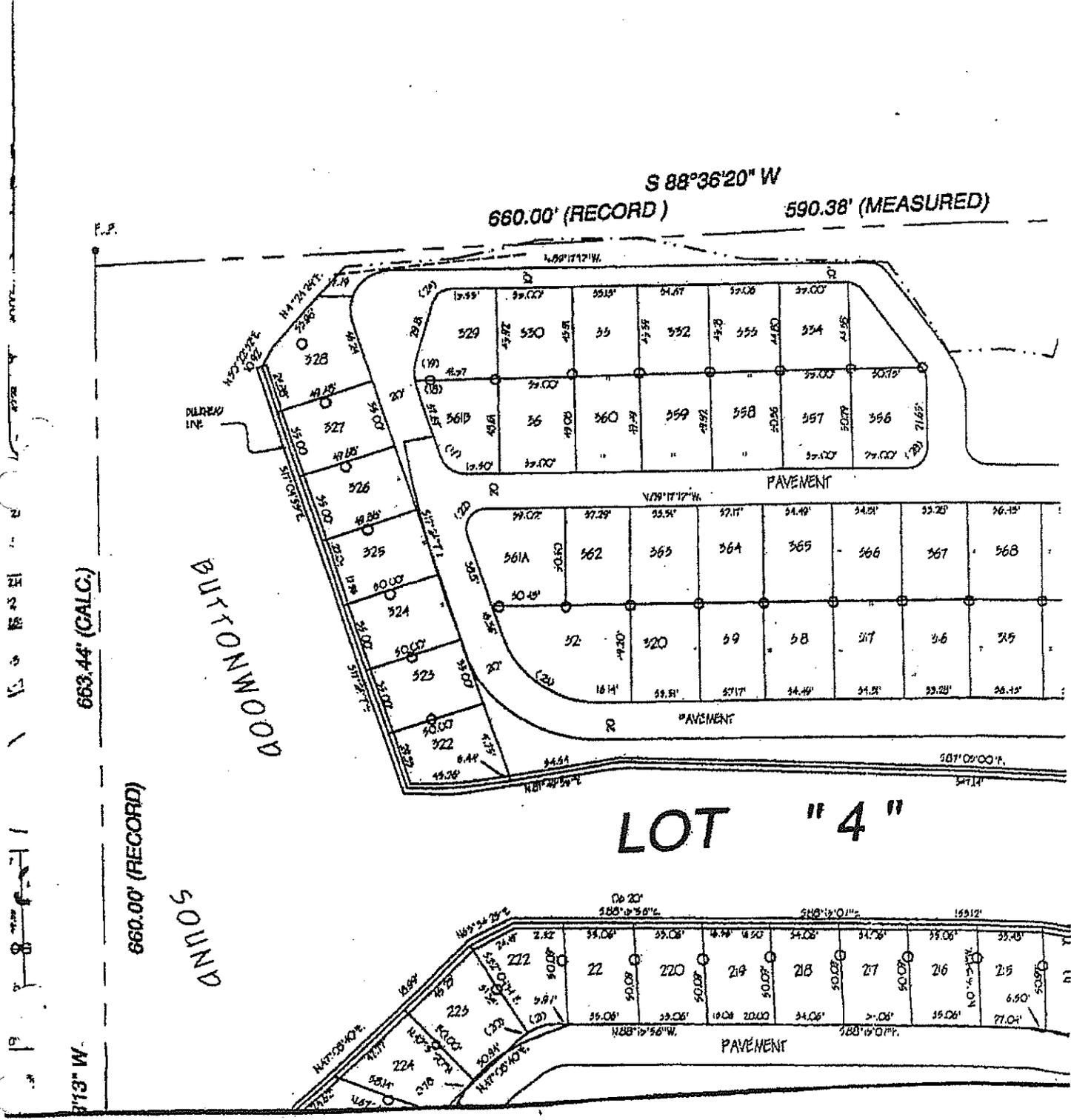
Copies Furnished to:

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



LOT "4"

663.44' (CALC.)

660.00' (RECORD)

S 88°36'20" W
 660.00' (RECORD) 590.38' (MEASURED)

BUTTERNWOOD

DUNDEE ST

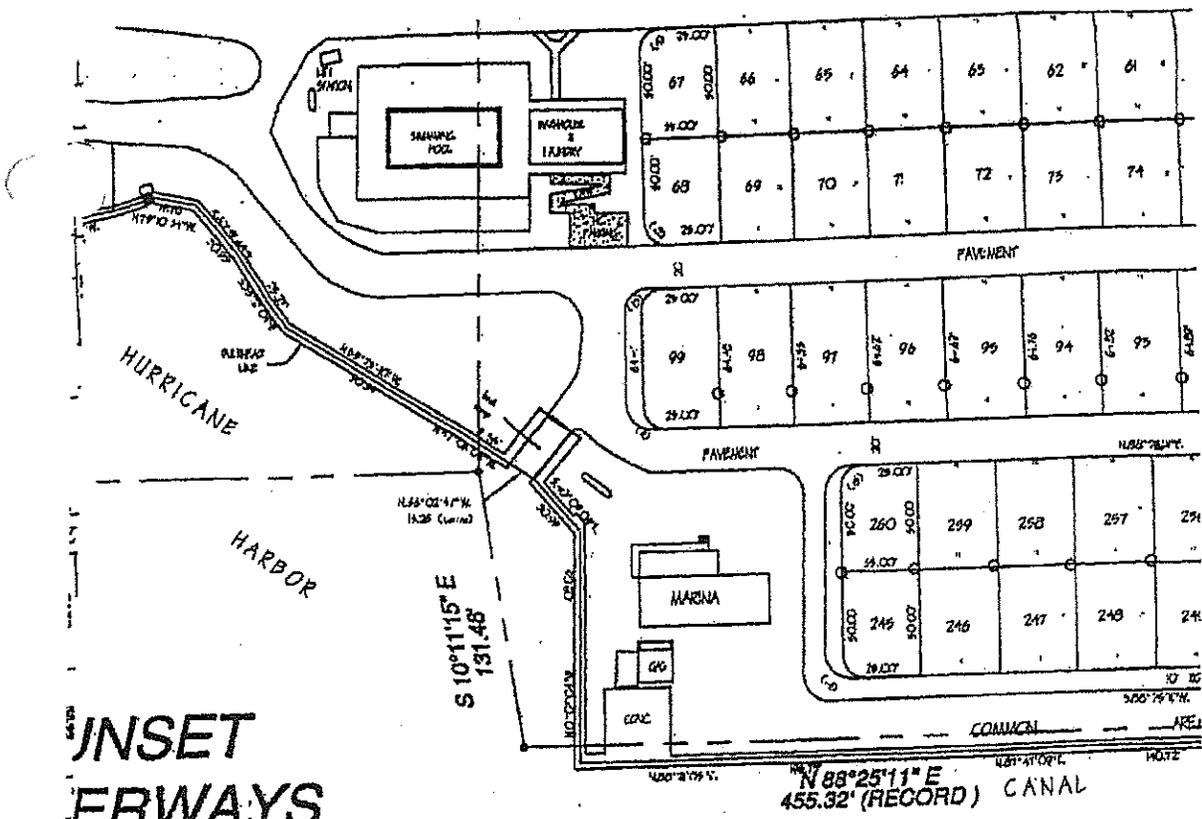
PAVEMENT

PAVEMENT

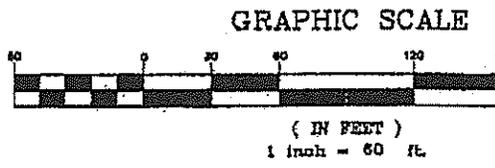
PAVEMENT

313' W

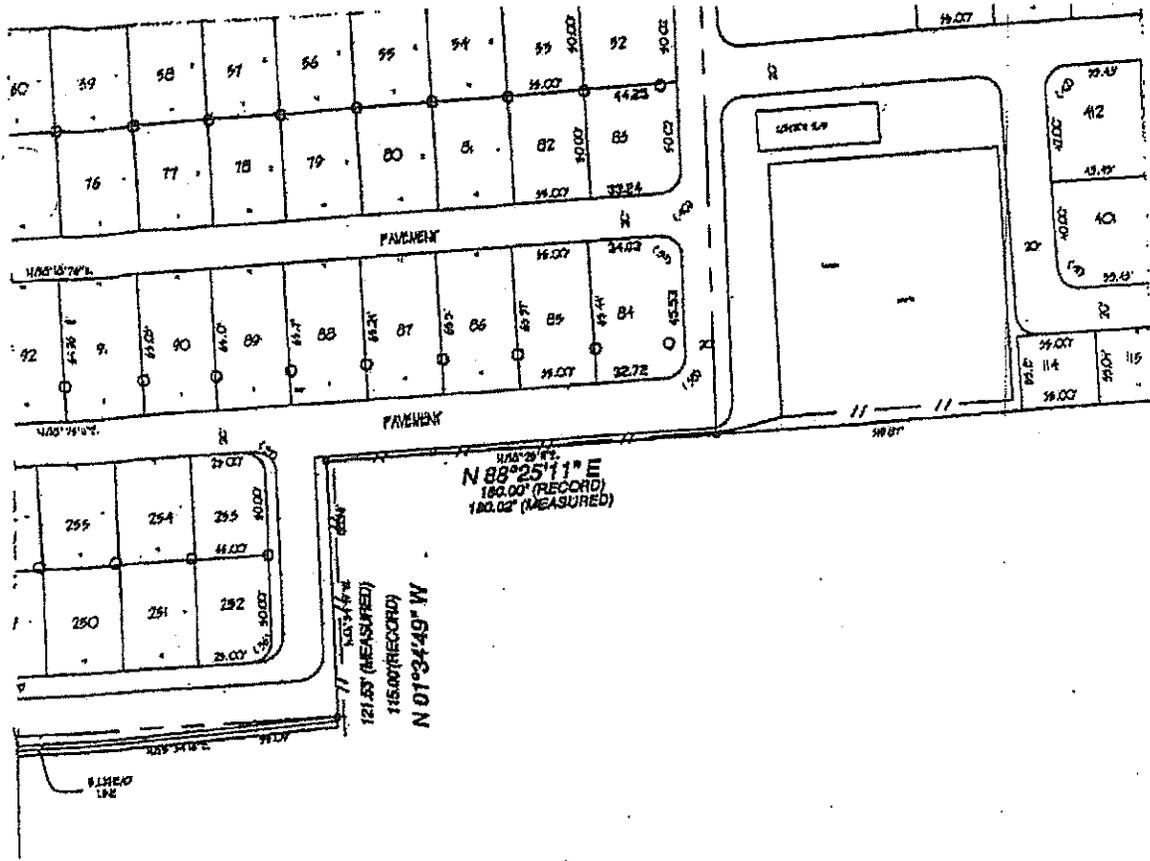
NO. 4



INSET
ERWAYS
(BOOK 4, PAGE 31)



FILE #1461335
BK#2031 PG#1926



SURVEYOR'S NOTES

- 1) NO UNDERGROUND UTILITIES OR IMPROVEMENTS WERE LOCATED AS NOTED.
- 2) NO RECORDS OF RECORDS TO LOCUS DATA HAS BEEN KEPT OF WAR, AND OR OTHER P
- 3) THIS SURVEY DOES NOT SHOW THE ACTUAL OCCUPANCY OF LOTS
- 4) THIS SURVEY DOES NOT SHOW THE ACTUAL OCCUPANCY OF LOTS
- 5) THIS SURVEY DOES NOT SHOW THE ACTUAL OCCUPANCY OF LOTS
- 6) THIS SURVEY DOES NOT SHOW THE ACTUAL OCCUPANCY OF LOTS
- 7) THIS SURVEY DOES NOT SHOW THE ACTUAL OCCUPANCY OF LOTS
- 8) THIS SURVEY DOES NOT SHOW THE ACTUAL OCCUPANCY OF LOTS
- 9) THIS SURVEY DOES NOT SHOW THE ACTUAL OCCUPANCY OF LOTS

RECORDS
 THIS SURVEY WAS PERFORMED

FILE #1461395
 BK# 2031 PG#1927

FILED
98 JUN 12 AM 11:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
FOR
CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.**

The undersigned subscribers associate themselves through these articles in order to form a corporation not for profit under the laws of the State of Florida, and do hereby adopt the following articles of incorporation:

1. The name of the corporation is **CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.**, hereinafter referred to as the "Association."

2. The period of duration for the corporation is perpetual.

3. The purpose of the corporation is to provide an entity, in accordance with the Florida Condominium Act, Chapter 718, to operate the condominium located in Monroe County, Florida, and known as **CALUSA CAMPGROUND**, a condominium.

4. All terms used in these articles of incorporation have the same meaning as designated in the Declaration of Condominium for **CALUSA CAMPGROUND**, a condominium, unless these articles specifically provide otherwise, or unless the context dictates a contrary meaning.

5. The Association shall have all common-law and statutory powers permitted a corporation not for profit under Florida law which do not conflict with these articles, the Declaration of Condominium, the Association bylaws, or the Condominium Act. (Except as limited by these articles, the Declaration of Condominium, and the bylaws of the Association, the Association shall have all powers and duties set forth in the Condominium Act). The Association shall also have those powers reasonably necessary to carry out its responsibilities for the operation of the condominium in accordance with the Declaration of Condominium and the Association bylaws, which powers shall include, but not be limited to the following:

a. To make and collect assessments against members as unit owners for the purpose of exercising its powers and carrying out its responsibilities for the operation of the condominium.

b. To buy, sell, trade, lease, or encumber property, real or personal, and to construct additional improvements of the condominium property.

c. To maintain, repair, replace, reconstruct after casualty, operate and manage the condominium property or any property owned or leased by the Association for use by member unit owners.

d. To acquire and pay for insurance on the condominium property and for the protection of the Association and member unit owners.

e. In the manner provided in the Association bylaws, to make and amend reasonable rules and regulations for the use and appearance of all property in the condominium for the benefit, health, safety, welfare, and happiness of member unit owners.

f. To approve or disapprove the leasing, transfer, mortgaging, ownership or possession of units in the manner provided for in the Declaration of Condominium or the Association bylaws.

g. To enforce through legal means the Condominium Act, the Declaration of Condominium, the bylaws of the Association, these articles and any rule or regulation as contemplated by section 5a of these articles.

h. To contract for the management of the condominium and delegate to a management entity which may be affiliated with the developer, those powers and duties of which are not specifically required by the Condominium Act to be retained by the board of directors, and also to contract for the management or operation of those portions of the common elements which are susceptible to such management or operation, or to enter leases for such common elements for the same purpose.

i. To hire employees to perform the services needed for the proper operation of the condominium.

The Association shall, in exercising these and all other powers, be subject to and

act in accordance with the Condominium Act, the Declaration of Condominium, the Association bylaws, and these articles. The Association shall distribute no part of its income to its members, directors, or officers, and if the Association is dissolved, all its assets shall be transferred only to another nonprofit corporation or a public agency. All funds and all titles of any properties acquired by the Association and any proceeds therefrom shall be held in trust for the unit owners in accordance with the Declaration of Condominium, the Association, bylaws, and these articles.

6. All persons who own a vested present interest in fee to any unit in the condominium, which is evidenced by a proper instrument properly recorded in the public records of Monroe County, Florida, shall be members of the Association, and upon termination of the Association members at the time of the termination and their successors and assigns shall be members. Members shares in the funds and assets of the Association may not be assigned, hypothecated, or transferred in any member except as an appurtenance to the unit for which the share is held. In all matters on which the membership is entitled to vote, each member of the Association shall have one vote, as provided for in the Declaration of Condominium and the Association bylaws. The manner in which a vote is to be cast or exercised shall be determined by the Declaration of Condominium and the Association bylaws.

7. The business and affairs of the Association shall be managed by a board consisting of the number of directors determined by the Association bylaws, but in any event not less than three (3) directors. Directors need not be members of the Association nor reside in the condominium. The board of directors, its agents, contractors, or employees, shall exclusively exercise all of the powers of the Association existing under the Condominium Act, the Declaration of Condominium, the Association bylaws, and these articles, subject only the approval of the unit owners when such approval is specifically required. The directors shall be elected at the annual meeting of the Association members in the manner provided for by the Association bylaws. Directors may be removed and vacancies on the board may be filled as provided for in the Association bylaws. The members of the first board of directors and their replacements shall be appointed by the developer. The members of the first board of directors shall serve terms as provided for in the Association bylaws, and they or their replacements appointed by the developer shall serve until such time as unit owners other than the developer are permitted to elect directors as provided by the Condominium Act, or at an earlier date at the discretion of the developer as provided for in the Association bylaws. The names and addresses of the first board of directors who shall hold office until their successors are elected and have qualified or until removed, are as follows:

NAME

ADDRESS

Charles P. Tittle	91760 Overseas Highway Tavernier, Florida 33070
Patricia J. Williams	91760 Overseas Highway Tavernier, Florida 33070
George Eager	325 Calusa Key Largo, Florida 33037

8. The affairs of the Association shall be administered by the officers provided for in the bylaws. At the first meeting of the board of directors following the Association annual meeting, the board shall elect the officers who will thereafter serve at the pleasure of the board. The names and addresses of the officers who shall serve until such time as the board of directors appoints successors are as follows:

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	George Eager	325 Calusa Key Largo, Florida 33037
V. President	Patricia J. Williams	91760 Overseas Highway Tavernier, Florida 33070
Sec/Treas.	Charles P. Tittle	91760 Overseas Highway Tavernier, Florida 33070

9. The Association shall indemnify directors, officers, members, employees, or agents of the Association against all expense and liabilities including attorney's fees, costs, judgments, fines, and settlements reasonably incurred or imposed as a result of any proceeding to which any director, officer, member, employee, or agent of the Association may have been a party or may have been otherwise involved by reason of his serving or previously having served the Association at its request. However, unless the board of directors approves indemnification as being in the best interest of the Association and placed in the minutes of the meeting at which such decision is made reasons therefor, no indemnification shall be permitted where a court of competent jurisdiction decides that the party seeking indemnification was guilty of willful misfeasance or malfeasance in the performance of his duties. The right of indemnification shall not be exclusive of any rights to which a person seeking indemnification might be entitled.

10. The first bylaws of the Association shall be adopted by the board of directors. The bylaws may be amended, altered, or rescinded in any manner provided for in the bylaws.

11. The article may be amended as provided for in this article. Notice of the subject of

a proposed amendment must be included in the notice of the meeting at which the amendment is to be considered. A resolution for the adoption of the amendment may be proposed by either the board of directors or any member of the Association. Any director or member of the Association not present in person or by proxy at the meeting may express his approval in writing provided that the approval must be in the possession of the secretary of the Association at the meeting. Amendments may be approved by a two-thirds vote of members of the Association represented at a meeting at which a quorum has been attained. No amendment shall change the qualifications for membership, voting or property rights for members, the Association's obligations under Article 5 of these articles to exercise its powers in accordance with the Condominium Act, the declaration of the condominium, the bylaws and these articles, or its obligation under article 5 concerning distribution of Association income, dissolution, and the holding of all funds and titles to properties acquired by the Association for the benefit of unit owners, without written approval by all members and the joinder of all record owners of mortgages on units. No amendment may be made with conflicts with the Declaration of Condominium or the Condominium Act. A copy of any amendment which is adopted shall be accepted and certified by the Secretary of State and be recorded in the public records of Monroe County, Florida.

12. The name and addresses of the subscribers to these articles of incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
Charles P. Tittle	91760 Overseas Highway Tavernier, Florida 33070
Patricia J. Williams	91760 Overseas Highway Tavernier, Florida 33070
George Eager	325 Calusa Key Largo, Florida 33037

13. The initial registered office of this corporation shall be located at 325 Calusa, Key Largo, Florida 33037, and the initial registered agent at 91760 Overseas Highway, Tavernier, FL 33070, is Charles P. Tittle. This is also the principal office for the corporation.

IN WITNESS WHEREOF, the undersigned subscribers have affixed their signatures below at Tavernier, Florida, on the 10th day of June, 1998.



Charles P. Tittle

Articles of Incorporation - Calusa Campground Condominium Association, Inc.

FILED
98 JUN 12 AM 11:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Patricia J. Williams

Patricia J. Williams

George Eager

George Eager

STATE OF FLORIDA
COUNTY OF MONROE

FILED
98 JUN 12 AM 11:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

I HEREBY CERTIFY that on this date, before me, a Notary Public authorized in the State and County named above to take acknowledgements, personally appeared Charles P. Tittle, Patricia J. Williams and George Eager, who after being duly sworn deposes and says that they are the individuals who executed the foregoing articles of Incorporation and that they executed same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County last aforesaid this 10 day of June, 1998.



Mary Anne Cleveland
MY COMMISSION # 00054433 EXPIRES
June 10, 2001
BONDED THROUGH FARM INSURANCE, INC.

Mary Anne Cleveland
Notary Public

My Commission Expires

(Seal)

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC. at the place designated in these articles of incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.

Charles P. Tittle
Charles P. Tittle, Registered Agent

FILE #1160619
BK#1613 PG#38

**FIRST AMENDMENT TO BY-LAWS OF
CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.**

Amendment made this 27 day of September, 1999, by George Eager, hereinafter called "Developer" joined in by Calusa Campground Condominium Association, Inc., hereinafter called the "Association".

WHEREAS, the Developer submitted certain property to condominium ownership pursuant to Chapter 718 of the Florida Statutes by means of the Declaration of Condominium recorded in Official Records Book 1589, Page 476, of the Public Records of Monroe County, Florida.

WHEREAS, the By-Laws of the Association were recorded in Official Records Book 1589, Page 490, of the Public Records of Monroe County, Florida.

WHEREAS, the Developer still holds fee simple title to all of the units of the Condominium, and this Amendment shall neither adversely affect the lien or priority of any previously recorded mortgage nor change the size or dimensions of any Unit owned by the Developer.

NOW THEREFORE, in accordance with the Developer's powers under the Declaration of Condominium and under the Condominium Act, the By-Laws of Calusa Campground Condominium Association, Inc., are hereby amended as follows:

1. The reference to "Dade County" in Section 4.4 of the By-Laws has been deleted which now reads as follows:

4.4 Regular Meetings. Meetings of the Board may be held according to a prearranged schedule at such time and place in ~~Dade County or~~ Monroe County, Florida, as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days prior to the day named for such meeting.

Except as herein amended, the Declaration of Condominium is hereby ratified and affirmed as recorded and is in full force and effect.

IN WITNESS WHEREOF, the Developer and Association have executed this Amendment the day and year first written above.

FILE 12160619
BK# 2613 701639

Signed, sealed and delivered in
the presence of:

[Signature]
Judith L. Day

Developer:

[Signature]
George Eager

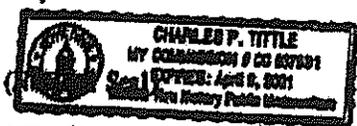
Calusa Campground Condominium
Association, Inc.

[Signature]
Judith L. Day

[Signature]
by: George Eager, President

State of Florida
County of Monroe

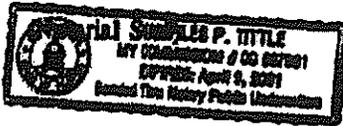
The foregoing instrument was acknowledged before me this 27 day of
Sept, 1999, by George Eager.



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

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 27 day of
Sept, 1999, by George Eager, as President of and on behalf of
Calusa Campground Condominium Association, Inc., a Florida not for profit corporation.



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

FILE #1160619
BK#1613 781640

**CONSENT OF MORTGAGEE TO
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
AND FIRST AMENDMENT TO BY-LAWS
OF CALUSA CAMPGROUND, A 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 First Amendment to the Declaration of Condominium and First Amendment to the By-Laws of Calusa Campround Condominium, in accordance with the Section 718.104 of the Condominium Act.

Signed, Sealed and
Delivered in the presence of:

COMMUNITY BANK OF FLORIDA

Ellen M Kaufman

By: [Signature]

Joy K Bedford

Attest: _____

(SEAL)



STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on NOVEMBER 2 1999,
by MR. RICHARD A. DRAKE, JR. and _____
as _____ and _____
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
PERSONALLY KNOWN as identification and who did NOT take an oath.

(SEAL)



[Signature]
Notary Public
Stamp, Print or Type Name

MONROE COUNTY
OFFICIAL RECORDS

SECOND AMENDMENT TO BY-LAWS OF
CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.

Amendment made this 30 day of December, 1991, by George Eager, hereinafter called "Developer" joined in by Calusa Campground Condominium Association, Inc., hereinafter called the "Association".

WHEREAS, the Developer submitted certain property to condominium ownership pursuant to Chapter 718 of the Florida Statutes by means of the Declaration of Condominium recorded in Official Records Book 1589, Page 476, of the Public Records of Monroe County, Florida.

WHEREAS, the By-Laws of the Association were recorded in Official Records Book 1589, Page 490, of the Public Records of Monroe County, Florida.

WHEREAS, the Developer still holds fee simple title to all of the units of the Condominium, and this Amendment shall neither adversely affect the lien or priority of any previously recorded mortgage nor change the size or dimensions of any Unit owned by the Developer.

NOW THEREFORE, in accordance with the Developer's powers under the Declaration of Condominium and under the Condominium Act, the By-Laws of Calusa Campground Condominium Association, Inc., are hereby amended as follows:

1. Section 2.1 and 2.5 are amended as follows:
 - 2.1 "Association" shall mean and refer to ~~any one or more of the members~~ Calusa Campground Condominium Association, Inc.
 - 2.5 "Condominium" shall mean and refer to any residential condominium unit within the Calusa Campground ~~complex~~ condominium.
2. Section 4.1 is amended as follows:
 - 4.1 Number of Directors. The Corporation shall be governed by a Board of Directors initially consisting of ~~five~~ (~~5~~) three Directors. The Directors of the Corporation shall have a fiduciary relationship to the members.
3. Section 4.2 and 4.2.1 are amended as follows:
 - 4.2 Selection of Directors. Not later than March 1st of each year, Directors shall be selected as follows:

4.2.1 ~~Galusa Campground Condominium Association, Inc., shall designate in writing three (3) natural persons who shall serve as Directors of this Corporation from the next annual organizational meeting of the Board of Directors until the following annual organizational meeting, or until their earlier death, resignation or removal. Each such designee shall be a Member of the Galusa Campground Condominium Association, Inc. he represents, and may be an Officer or Director thereof. The developers shall appoint the initial Board of Directors and all directors to which the Corporation is later entitled; none of which are required to be members or unit owners of the condominium. All directors elected by the members shall be unit owners in the condominium.~~

4. Section 4.12 is amended as follows:

4.12 Removal, Filling of Vacancies. Any Director may be removed with or without cause by the Association by the vote or agreement in writing by a majority of all the voting interests. Such removal shall be evidenced presentation of a duly adopted resolution by the said Association.

5. Section 4.13 is amended as follows:

4.13 Resignation. Any Director may resign by written notice to the Corporation, which resignation shall take effect upon receipt, unless another date is specified in the notice. Any Director who is absent from three (3) consecutive meetings of the Board shall be deemed to have tendered his resignation as of the date of the third meeting, and Association which appointed such Director shall be notified in writing and requested to appoint a replacement; and the Board shall elect a replacement until the next regularly scheduled election where a replacement shall be elected by the members to fulfill the replaced director's term, or a new term if applicable. The replacement shall not be the same person who was just removed.

6. Section 4.15 is amended as follows:

4.15 Limitation on Powers. The Board of Directors may not purchase any land, nor make any material alterations of or substantial additions to the Corporation Property or the facilities located thereon costing more than \$5,000 in the aggregate in any twelve month period, without the prior written approval of four-fifths (4/5ths) of the Board of Directors. ~~of at least a majority of the Associations in the Galusa Campground complex.~~ However, if work necessary to insure, protect, maintain, repair or replace the Corporation Property or facilities also constitutes a material alteration or substantial addition, the foregoing limitation shall not apply.

7. Section 6.3 is amended as follows:

6.3 Limitation on Change in Assessments. The Board of Directors of the

Corporation shall not increase a member's annual assessment by more than one hundred fifteen percent (115%) over and above the respective member's annual assessments for the preceding year without except in accordance with the provision of chapter 718.112(2)(e), Florida Statutes, as amended.

8. Section 10.7 is amended as follows:

10.7 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Articles of Incorporation, Declaration of Restrictions, or these By-Laws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or credited to the members.

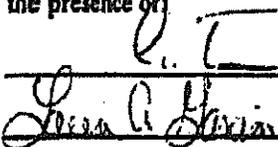
9. Section 13.4.1 is deleted:

~~13.4.1 The Budget shall contain a line item for membership of each Unit Owner in the not-for-profit Club, initially to be set at \$25.00 per month.~~

Except as herein amended, the Declaration of Condominium is hereby ratified and affirmed as recorded and is in full force and effect.

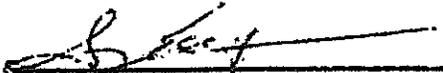
IN WITNESS WHEREOF, the Developer and Association have executed this Amendment the day and year first written above.

Signed, sealed and delivered in the presence of



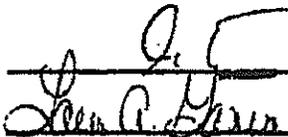
Steven A. Martin

Developer:

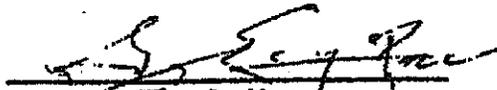


George Eager

Catusa Campground Condominium Association, Inc.



Steven A. Martin



by: George Eager, President

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 30 day of December, 1979, by George Eager.

FILE #1160620
BK#1613 701647

Law A. Klein
(Signature of Notary Public)
Print, Stamp or Type Notary Name

(Notarial Seal)

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me this 30 day of December, 1944, by George Eager, as President of and on behalf of Calusa Campground Condominium Association, Inc., a Florida not for profit corporation.

Law A. Klein
(Signature of Notary Public)
Print, Stamp or Type Notary Name

(Notarial Seal)

FILE #1 160620
BK#1 613 70648

**CONSENT OF MORTGAGEE TO
SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
AND FIRST AMENDMENT TO BY-LAWS
OF CALUSA CAMPGROUND, A 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 Second Amendment to the Declaration of Condominium and First Amendment to the By-Laws of Calusa Campround Condominium, in accordance with the Section 718.104 of the Condominium Act.

Signed, Sealed and
Delivered in the presence of:

COMMUNITY BANK OF FLORIDA

[Signature]

By: [Signature]

Laura A. Quinn

Attest: _____

(SEAL)



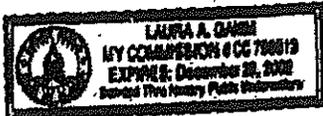
STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on 12/30, 1999,
by Mr. Richard R. Wake, Jr. and _____
as _____ and _____
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
Keenally known as identification and who did _____ take an oath.

(SEAL)

Laura A. Quinn

Notary Public
Stamp, Print or Type Name



MONROE COUNTY
OFFICIAL RECORDS

This instrument was prepared by:
DAVID H. ROGEL, ESQUIRE
BECKER & POLIAKOFF, P.A.
5201 Blue Lagoon Drive, Suite 100
Miami, Florida 33126

RCD Sep 24 2002 10:16AM
DANNY L. KOLHAGE, CLERK

CERTIFICATE OF AMENDMENT
TO
BY-LAWS
OF
CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium of CALUSA CAMPGROUND CONDOMINIUM, a condominium was duly recorded in Official Records Book 1521 at Page 1771 of the Public Records of Monroe County, Florida; and

WHEREAS, at a duly called and convened special meeting of the Board of Directors of the Association held on September 7, 2002, the amendments to the By-Laws as set out in Exhibit "A" attached hereto and incorporated herein were adopted by the concurrence of two-thirds of the Board of Directors at a meeting called for that purpose in accordance with Article 11, Section 11.3 of the By-Laws.

NOW, THEREFORE, the undersigned hereby certifies that the amendments to the By-Laws as set out in Exhibit "A" attached hereto and incorporated herein are a true copy of the amendments as approved.

WITNESS my signature hereto this 16th day of SEPTEMBER, 2002, at Monroe County, Florida.

Witnesses:

Sign: [Signature]
Print Name: MISLEYDI MONTECELO

Sign: [Signature]
Print Name: LAURA M. MENENDEZ

CALUSA CAMPGROUND CONDOMINIUM
ASSOCIATION, INC.

BY: [Signature]
Juan Garcia, President

ATTEST: [Signature]
Fernando Franco, Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16TH day of SEPTEMBER, 2002, by Juan Garcia, as President, of CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced (DRIVERS LICENSE) as identification and who did/did not take an oath.

(SEAL)

My commission expires:



OFFICIAL NOTARY SEAL
MISLEYDI MONTECELO
COMMISSION NO. CC769294
MY COMMISSION EXP. OCT. 20, 2004

[Signature]
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

PLEASE PRINT OR TYPE NOTARY SIGNATURE

EXHIBIT "A"

AMENDMENTS
TO THE BY-LAWS
OF
CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.

(Additions shown by underlining; deletions shown by lined-through words)

1. Amendment to Article 2, Section 2.6, as follows:

~~2.6 Corporation Property. Condominium Property.~~ Shall mean and refer to all the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium, owned by the Corporation, together with all buildings, improvements and amenities located thereon, sometimes called the "Common Area", as well as all personal property of the Corporation.

2. Amendment to Article 3, Sections 3.2 and 3.3, and also adding Section 3.4 as follows:

3.2 Voting Interests. When a vote of the members is required herein or by law, each member of a Unit shall be entitled to one (1) vote in the affairs of the Corporation for each dwelling unit represented. The term ~~"a majority of the voting interest", in cases of membership votes,~~ shall mean the number of votes equal to one half of the total number of units in the Calusa Campground Complex, plus one vote.

~~3.3 Meetings of Members. Inasmuch as the affairs of the Corporation shall largely be governed and managed by the Board of Directors of the Corporation, there shall be only an annual meetings of the members related to the activity of this Corporation. There shall be an annual meeting of the members for the election of directors and such other business as may come before the membership in December of each year at a date and time to be determined by the Board of Directors. In addition, special meetings of the members may be called by the President or Secretary and must be called if requested in writing by at least twenty five percent (25%) of the units.~~

3.4 Quorum. A quorum at meetings of the Members shall consist of persons present in person or by proxy entitled to cast one-third (1/3) of the votes of the entire membership.

3. Amendments to Article 4, Sections 4.1, 4.2 and 4.3 as follows:

4.1 Number of Directors. The Corporation shall be governed by a Board of Directors initially consisting of ~~three~~ five (5) Directors. The Directors of the Corporation shall have a fiduciary relationship to the members. Prior to the first election after the amendment of this Subsection, the Board of Directors may appoint additional persons to fill vacancies as a result of the increase of the size of the Board.

4.2 Selection of Directors. Not later than March 1st of each year, Directors shall be selected as follows:

4.2.1 ~~Cahusa Campground Condominium Association, Inc. shall designate in writing three (3) natural persons who shall serve as Directors of this Corporation from the next annual organizational meeting of the Board of Directors until the following annual organizational meeting, or until their earlier death, resignation or removal. Each such designee shall be a Member of the Cahusa Campground Condominium Association, Inc. he represents, and may be an Officer or Director thereof. Directors shall be elected from amongst the owners. In the first election after the amendment of this subsection, a sufficient number of directors shall be elected so as to constitute a five (5) member Board of Directors. The three candidates receiving the highest vote totals shall be elected for a two-year term and the remaining directors to be elected shall be elected for a one-year term. If an election is not necessary because the number of candidates is less than the number of directors to be elected, then the terms of those persons who become Board members shall be determined amongst the Board members themselves. At the next election, and thereafter, the number of directors to be elected shall be elected for a two-year term.~~

4.3 Organizational Meeting of Directors. The annual organizational meeting of the Board of Directors shall be held immediately following the election of Directors or not more than ten (10) days thereafter, not later than April 15 of each year, at which time the newly-designated Directors shall elect officers and conduct such other business as they may deem appropriate. At the organizational meeting the Board may adopt a resolution authorizing the President or other executive officer to spend corporation funds during the summer months and shall place reasonable limitations on that authority. Written notice of the annual organizational meeting shall be sent along with the annual meeting notice in advance of the

~~annual meeting to each member at least fifteen (15) days in advance of the annual organizational meeting.~~

4. Amendment to Article 4, Section 4.12, as follows:

4.12 Removal, Filling of Vacancies. Any Director may be removed with or without cause by by the vote or agreement in writing by a majority of all the voting interests. Any vacancy occurring either as a result of Removal or Resignation shall be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum. Any vacancy filled shall be for the unexpired term of the seat being filled.

5. Amendment to Article 4, Section 4.13, as follows:

4.13 Resignation. Any Director may resign by written notice to the Corporation, which resignation shall take effect upon receipt, unless another date is specified in the notice. Any Director who is absent from three (3) consecutive meetings of the Board shall be deemed to have tendered his resignation as of the date of the third meeting, ~~and the Board shall elect a replacement until the next regularly scheduled election where a replacement shall be elected by the members to fulfill the replaced director's term, or a new term if applicable.~~ The replacement shall not be the same person who was just removed.

6. Amendment to Article 4, Section 4.14, (C) as follows:

To perform all functions set forth in the Articles of Incorporation and the Declaration of Restrictions, as may be permitted by law, and in conjunction with the foregoing, to purchase the necessary equipment, furnishings, fixtures, accessories and tools necessary or incidental to the maintenance of the ~~Corporation~~ Condominium Property.

7. Amendment to Article 4, Section 4.14, (G) as follows:

To make reasonable rules and regulations for the use of ~~Corporation~~ Condominium Property and for the operation of the Corporation; and

8. Amendment to Article 4, Section 4.14, (H) as follows:

~~To assign the exclusive use of parking spaces located on~~

~~Corporation property to individual unit owners who do not have the exclusive use of a parking space in their own development.~~

9. Amendment to Article 4, Section 4.15 as follows:

4.15 Limitation on Powers. The Board of Directors may not purchase any land, nor make any material alterations of or substantial additions to the ~~Corporation~~ Condominium Property or the facilities located thereon costing more than \$5,000 in the aggregate in any twelve month period, without the prior written approval of four-fifths (4/5ths) of the Board. However, if work necessary to insure, protect, maintain, repair or replace the ~~Corporation~~ Condominium Property or facilities also constitutes a material alteration or substantial addition, the foregoing limitation shall not apply.

10. Amendment to Article 5, Section 5.5 to delete Paragraphs (D) and (E) as follows:

~~(D) He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration of the Corporation in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation. The Corporation shall pay all premiums for issuance of the bond; and~~

~~(E) In general, he shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be prescribed by the President or the Board of Directors.~~

11. Amendment to Article 6, Section 6.4(A) as follows:

Assessments or installments thereof remaining unpaid longer than ten (10) days after the due date shall bear interest from the due date at the highest rate allowed by law; all payments on account shall be first applied to interest and then to the assessment payment first due. In addition to interest, the Association shall be entitled to collect an administrative late fee in an amount not to exceed the highest fee allowed by law.

12. Amendment to Article 6, to add Section 6.5 as follows:

6.6 The Association may pay from any rental income or other monies held by any owner any assessments or installments thereof which remain unpaid for a period in excess of ten (10) days after the due date.

13. Amendment to Article 7, as follows:

7.1 Promulgation of Rules. Reasonable regulations concerning the use of Corperation Condominium property may be made and amended from time to time by the Board of Directors. Copies of such regulations and amendments thereto shall be made available to all unit owners in the Calusa Campground complex.

(A) Corperation Condominium Property shall not be obstructed, littered, defaced or misused in any manner.

14. Article 8 is amended as follows:

8.1 Required Coverage. The Board of Directors of the Corporation shall obtain and maintain at all times the insurance listed below. The named insured on all insurance policies upon the Corperation Condominium Property shall be the corporation individually and as agent for each member and their respective unit owners, without naming them.

(A) Liability Insurance: Public liability insurance covering all of the Corperation Condominium Property and insuring the Corporation, the members, and their respective unit owners as their interests appear, in such amounts as the Board of Directors may determine from time to time, provided that the minimum amount of coverage shall be one million dollars. Premiums for such insurance shall be chargeable as an expense of the corporation and shall be assessed against and paid by each of the members as provided for in Section 6 hereof. The Corporation shall not be responsible for purchasing liability insurance to cover accidents occurring outside the Corperation Condominium Property.

(B) Property Insurance: Insurance against vandalism, malicious mischief, fire, windstorm and other perils normally covered by a standard "all-risk" property contract, insuring all of the insurable improvements upon the land owned and

to be owned by the Corporation and all personal property included as Condominium Corporation Property, for a minimum of eighty percent (80%) of the full replacement value, together with such other insurance as the Corporation may deem necessary. Premiums for such insurance shall be chargeable as an expense of the Corporation and shall be assessed against and paid by each of the members as provided for in Section 6 hereof. The Corporation shall annually make an analysis to determine replacement costs for insurance purposes for all of the then existing improvements for the ensuing year. Said insurance shall not inure against damage to property other than Condominium Corporation Property.

8.3 Corporation as Agent. The Corporation is irrevocably appointed agent for each member, the respective unit owners, and for each holder of a mortgage or other lien upon a dwelling unit, and for each owner of any other interest in the Corporation Condominium property to adjust all claims arising under insurance policies purchased by the Corporation and to execute and deliver releases for payment of claims.

8.5 Reconstruction or Repair After Casualty. If any part of the Condominium Corporation Property shall be damaged by casualty, a decision as to whether or not it shall be reconstructed or repaired shall be made by the Board of Directors of the Corporation. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair, and if the Board of Directors has determined to proceed to reconstruct and repair, the Board may make a special assessment against each member in order to obtain the funds sufficient for the payment of such costs. Such special assessments shall be assessed against each member based upon the ratio which the number of dwelling units contained in the particular member bears to the total number of dwelling units in the Calusa Campground complex, and as provided for in Section 6.1 above.

15. Article 13, Section 13.4, Mandatory Budget Provisions, is deleted in its entirety as follows:

~~13.4.2 The Budget shall contain a line item for basic television cable service (TCL). Any pay per channel addition shall be billed directly to a Unit Owner.~~

~~13.4.3 The cost of the operation, repair and maintenance of the sewage treatment facility shall be a part of the annual operating expense, on a per-unit basis, including any new residential units in the Calusa Campground Complex.~~

~~13.4.4 In order to maximize savings for hazard insurance coverage on all residential Units within the Calusa Campground Complex, the annual operating expenses may include the actual cost per Unit, as part of the assessment.~~

306388_1.DOC

MONROE COUNTY
OFFICIAL RECORDS

RULES AND REGULATIONS

(Calusa Campground, a condominium)

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the Condominium Units, and the Condominium in general shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association, and the By-Laws of the Association. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover in said actions any and all Court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent, or approval of identical or similar situations unless notified in writing by the Board of Directors.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS.

- a. Violations should be reported to the Board of Directors, or to the Officers of the Association, or to the General Manager, if any.
- b. Violations will be called to the attention of the violating owner by the Board of Directors or the General Manager, who will also notify the appropriate committee of the Board of Directors.
- c. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
- d. Unit owners are completely responsible for compliance by their guests

with these Rules and Regulations.

e. The Board of Directors shall have the right to suspend the use of enjoyment of the Condominium's Common Elements for a period during which any assessment remains unpaid and for any period, not to exceed thirty (30) days for any infraction of its published rules and regulations, it being understood that any breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligations for the assessments.

f. Additionally, the Board shall have the right to levy penalty fines in the amount of TWENTY DOLLARS (\$20.00) per day against any violator of these Rules and Regulations, after notice to the violator by the Board of Directors of their designee, and failure of the violator to take corrective measures. Such notice shall state with particularity the nature of the violation, the corrective action required, and the time allowed to take corrective measures. This fine shall not apply to unpaid maintenance charges, which shall continue to bear interest at 1½% per month (18% per annum) if unpaid 30 days subsequent to billing. Unpaid fines, maintenance charges, and interest, if any, shall be charged to each unit owner as a specific item which shall constitute a lien against said unit with the same force and effect as if the charge were part of the common expense. Such lien shall be subordinated to the lien of any institutional first mortgage on any given unit.

2. STRUCTURES.

a. Recreational vehicles, other than those brought on site by renters of sites, must be at least eighteen (18) feet in length and no more than forty (40) feet in length, excluding pop-up trailers and tent trailers. The roofline must not exceed eleven (11) feet in height from the ground; and there shall be no structure affixed or in any way appended to the roofline of any recreational vehicle, other than standard R.V. equipment. Concrete or wood patios may be constructed at ground level only; and must conform in size as specified by the Declaration of Condominium, the By-Laws, other Rules and Regulations, and the Monroe County Code.

b. All additions and repairs shall be in full conformity with the Monroe County Code and Comprehensive Plan 2010, as amended, and shall require building permits

where applicable.

c. Recreational vehicles must be in good condition and repair and must present a neat, clean, and well-maintained appearance at all times. Any recreational vehicle that is not manufactured by an approved RVIA (Recreational Vehicle Institute of America) manufacturer must first be approved by the Board of Directors.

3. OCCUPANCY.

a. Each unit may be occupied by one (1) family which shall be defined as a husband and wife and their immediate, "at-home," dependent children. All others shall be regarded as guest or visitors. Families with a total of more than six (6) members must first be approved by the Board of Directors or by the Condominium Association. Zoning regulations in Monroe County provide that R.V. campgrounds are primarily intended for short-term, non-permanent use.

4. GUESTS.

a. The facilities of the Condominium are primarily for the use and enjoyment of the unit owners and thus the use of such facilities by owner's guests should be "common-sensibly" limited. The number of guests over and above the unit owner's immediate family shall be limited to two (2) persons per day. Guests shall always be accompanied by the host when making use of the Condominium facilities. Guests are entirely the responsibility of their host, and all guests are subject to the requirements and regulations of the Condominium. Guests will not be permitted on the Condominium property without the owner's presence.

b. Guests shall only be allowed use of the recreation facilities in the presence of a unit owner except for special occasions by prior arrangement with the Board of Directors or the Manager.

c. Parking on units is restricted to one vehicle belonging to the unit owner. One guest automobile may be parked on the site for a maximum period of two (2) weeks. Other automobiles shall be parked in parking areas provided by the campground.

5. MOTOR VEHICLES.

a. Parking on the unit lot is limited to one vehicle belonging to the unit

owner and one guest automobile, under the specific restrictions of Rule #5(c) herein. Motorcycles or motor bikes shall be limited to two (2) per lot. Unlicensed motor vehicles are not allowed in the park (excepting vehicles for handicapped who must be an occupant of the vehicle when operated in the park). Associated vehicles are considered equipment and are not included in this rule. No street parking shall be allowed at any time except for normal deliveries and pickups. Additional motor vehicles or automobiles owned by the unit owners or their guests or visitors will be parked in the Marina Basin Parking Lot or other approved area provided by the Condominium. There shall be no crippled, disabled, or otherwise unsightly vehicles of any kind including boats and boat trailers, permitted either on the units or other Condominium property. No commercial vehicles may be parked in, on, or about the Condominium Association except for delivery and service work. No maintenance and major repair of motor vehicles shall be permitted on Condominium property.

b. Definition and specific uses of buffer zone: There shall be a minimum nine (9) foot buffer zone between the exterior of a recreational vehicle (or patio or screen room, if one is added) and an adjacent lot line, as further specified by Rule #28, herein. This buffer zone shall extend from the street to the rear of the lot; running the entire length of the lot. Boats and/or trailers may be parked in this buffer zone for a maximum of seven (7) days for maintenance purposes only; and must be removed immediately upon completion of maintenance. Upon proper application to and written approval from the Board of Directors, a variance may be allowed to park vehicles, or to store boats or boat trailers within that area of the nine (9) foot buffer zone which would not encroach upon the air space between two (2) adjacent recreational vehicles. Boat trailers, with or without boats, may be stored or parked on the unit lot without variance if they do not encroach into the protected buffer zone.

c. The speed of motor vehicles within the Condominium property shall be regulated, and all unit owners and their guests shall be expected to observe the posted speed limits. Speeding shall not be tolerated, and in the event a unit owner or guest shall fail to observe the speed limits, the Condominium Association may prohibit such individual from operating a motor vehicle within the confines of the Condominium Property.

d. Bicycles should be operated within and only on the streets and

roadways. Any bicycle operated after dark should have proper reflectors as well as a functioning light. Children shall not operate bicycles after 10:00 p.m.

6. STORAGE.

a. No outdoor storage of any kind shall be permitted except as approved by the Condominium Association. To every extent possible, all personal property should be kept in the R.V., and no personal property including, but not limited to, toys, lawn mowers, non-permanent barbecues, and fishing and boating equipment shall be permitted to continuously remain outside where such can be seen by other unit owners when the unit is not occupied. No personal property shall be stored under the R.V. when the R.V. is not occupied. Notwithstanding the foregoing, bicycles, tricycles, and all vehicles of this nature may be stored within the confines of the unit, provided that they are maintained in a neat and orderly condition.

7. DEVELOPER OR CONDOMINIUM EMPLOYEES.

a. No unit owner or guest shall request or cause any employer of the Developer or the Condominium Association to undertake any maintenance or other private service on behalf of the unit owner except as shall have been approved in writing by the Developer or the Condominium Association. In the event that an employee of the Developer or the Condominium Association shall, for any reason, provide services to a unit owner, such unit owner shall be individually responsible for the costs of such services.

8. COMMERCIAL ENTERPRISES.

a. No commercial enterprises of any kind or nature shall be permitted except the right to sell camp sites reserved to the Developer or otherwise approved by the Developer or the Condominium Association; excepting the grocery store and marina operated by the Association or its assigns.

9. ACCESS.

a. The Condominium Association reserves the right of access to all units for its officers, agents, and employee and employees of those entities furnishing utilities and services to the Condominium at all reasonable times for the purposes of inspection and maintenance of utilities and all other such service facilities.

10. PETS.

a. Cats, dogs, and caged birds shall be the only type of pets permitted at the discretion of the Condominium Association. A maximum of two (2) pets will be approved per unit. All pets shall be collared and currently licensed and shall be kept under control at all times. Pets shall be on a leash at all times when out of doors and off the site and securely tied when on the site. Pets shall not be left tied out-doors when the unit owners are not there, nor may they be left in the R.V. creating a disturbance when the owners are away. Anytime the pet is out of doors, the unit owner is responsible for cleaning up after the pet anywhere on the condominium property.

b. Pets are not permitted on the beaches, in the pool, hot tub, restrooms, or store areas.

11. CHILDREN.

a. There shall be a curfew on children under 18 years: 10:00 p.m. on Sunday through Thursday and 12:00 midnight on Friday and Saturday.

12. NUISANCE.

a. No nuisance shall be allowed upon any property, any use or practice which is the source of annoyance to any resident, or which interferes with the peaceful possession of or proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the Condominium Property that will increase the costs of insurance upon the Condominium Property.

13. SOLICITING.

a. Soliciting or peddling of any nature shall not be permitted within the Condominium Property without the express written permission of the Developer or the Condominium Association.

14. CONDITION OF RECREATIONAL VEHICLES.

a. No R.V. shall be on a unit without the said R.V. having been approved by a duly authorized representative of the Condominium Association and/or the Developer,

as having met the requirements as to the condition and type of R.V., and said R.V. shall thereafter be inspected and approved annually as to condition. In the event an R.V. becomes or creates an unsightly appearance, the Condominium Association or the Developer has the right to suspend the enjoyment of the right of any member to the common properties until the situation is corrected.

15. EASEMENTS.

a. The Developer and the Condominium Association reserve for themselves and for any persons or entities providing services to the Condominium an easement through the Condominium for all utilities, including electricity, water, gas, sewerage, television, and any such services as may be reasonably required.

16. CLOTHESLINES.

a. Clotheslines shall not be permitted on any unit. However, for the specific purpose of drying swimsuits and swim towels, small clotheslines will be permitted if they are attached solely to the R.V. and are not tied to trees, electric poles, or similar structures, as provided under Rule #3(c) herein.

17. LANDSCAPING.

a. Unit owners shall have the right and are encouraged to landscape their units. Sodding or the installation of grass of any kind shall be prohibited. Salt-tolerant and "maintenance-free" ground covers, "chattahoochee stone," rice rock, and other imaginative landscaping materials can be used in the place of grasses. All trees, bushes, plants, shrubs, and flowers should be of a salt-tolerant variety and low watering requirement. All trees, bushes, plants, shrubs, and flowers shall be kept and maintained in an attractive appearance at all times. The locations, relocation, or removal of any tree, bush, plant, shrub, or flower must be previously approved in writing by the Developer or the Condominium Association. "Hedges" planted in common between two adjacent unit owners should be approved in writing between the two unit owners prior to approval by the Developer or the Condominium Association. Any future planting of any landscaping material or the construction of any patio or decking or screen room shall not be closer than nine (9) feet from any roadway. The Board of Directors, upon proper application, may grant a variance

as to this rule to any unit owner whose lot is fronted on more than two (2) sides by a roadway. Patios, decking, or the floors of a screen room must be at ground level.

18. R.V. REPLACEMENT.

a. Recreational vehicles must be positioned such that the hitch or front bumper is directed towards the immediate roadway. The R.V. must be no closer than one (1) feet to the adjacent property line. R.V.'s can in no case be positioned parallel to the roadway or the canal or on the middle or opposite side of the site away from the utility hookups. R.V.'s and any subsequent decking or patio or screen room must be positioned such that there is at least a nine (9) foot buffer zone between the exterior of the R.V. or patio or screened room if one is added and the boundary line of the unit opposite the boundary line nearest the utility hookup, or otherwise as approved by the Developer or Condominium Association.

19. SKIRTING.

a. The only skirting that shall be allowed is on park models should they are allowed by county code. All skirting must first be approved in writing by the Developer or the Condominium Association, and must present a neat and orderly appearance.

20. PARK MODELS.

a. Park Models will be permitted subject to Monroe County Building and Zoning Regulations. Applicable permits must be approved prior to the installation of any Park Model on any unit. Park Models must meet all of the requirements contained in these documents.

21. STORAGE SHEDS.

a. Storage sheds or dock boxes no higher than seven and one-half (7½) feet, no wider than six (6) feet, and no longer than ten (10) feet will be permitted. Only one (1) shed or dock box per unit is allowed. A nine (9) foot buffer zone must be preserved from the adjoining neighbor on the "buffer zone side." All sheds or dock boxes must meet all Monroe County Building and Zoning requirements as well as all of the requirements contained herein.

22. ELECTRIC SERVICE.

a. Additional air conditioning units and heaters may be installed in the owner's recreational vehicle provided they do not exceed the existing maximum 50 Amp electrical service provided. Unit owners should take into consideration the amount of electrical amperage requirements their R.V. will require before installing additional electrical systems therein.

b. If an R.V. unit is rated for more than fifty (50) amp - 240 volt service, a new service line sufficient to carry the additional amperage and voltage must be installed by a licensed electrician at the expense of the individual unit owner or owners requiring the service.

23. DOCK LIGHTING.

a. Waterfront unit owners with private dockage are permitted to install 12-Volt dock lighting, after first receiving written approval from the Developer or the Condominium Association, all of which will be the same and standardized.

24. CHECK-IN AND CONTROL OF INGRESS TO CONDOMINIUM PROPERTIES.

a. In order to maintain adequate control of the Condominium Property and prevent its use by unauthorized persons, unit owners shall be responsible for personally announcing their presence on Condominium Property to either a receptionist or security guard before they occupy their unit each time they return to Condominium Property from an absence of more than 72 hours. Unit owners also, for security purposes, should announce their departure from Condominium Property when they do so for more than 24 hours.

b. Visitors and guests, in all cases, must be properly checked-in, either with a receptionist or security guard.

25. PEACEFUL POSSESSION.

a. Walking through, riding on, or otherwise using a unit other than the one owned by an owner allowing a nuisance or source of annoyance to the owner or which interferes with the peaceful possession of a unit by its residents, is prohibited.

26. PERSONAL WATERCRAFT.

a. Use of personal watercraft, including but not limited to jet skis, is restricted to unit owners and their families. No personal watercraft shall be brought into the condominium at any time by any guest of any owner.

27. TELEVISION RECEPTION.

a. Television. Television signals shall be provided by individual units owners. Television reception shall be restricted to cable, satellite dishes not to exceed 18 inches, and television antennae not to exceed 15 feet above ground level.

Calusa Condominium Association
RULES AND REGULATIONS
AS AMENDED AND RESTATED, EFFECTIVE January 19, 2004

The Board of Directors of Calusa Condominium Association has established these Rules and Regulations to apply to all residents of the community, whether they are Owners, Renters, Guests or Visitors. The purpose of the Rules and Regulations is to enhance and protect investments of property, to create a "Spirit of Community", and is for the safety, care and cleanliness of the property as well as the preservation of a standard that benefits all residents. Hereinafter, all reference to OWNER shall apply to resident or non-resident owners; all reference to RENTER shall infer a resident by virtue of a lease agreement with an owner; and a RESIDENT is anyone living in the community. It is the responsibility of every resident to adhere to, comply with and enforce these Rules and Regulations. It is incumbent upon residents to notify the on-site Manager of any violations to the Rules and Regulations, so that remedial action can be taken. To assist in these endeavors, the Association maintains its office in the entrance building with the office hours clearly posted on the notice board; the telephone number is (305)451-0232.

PARKING, PARKING LOTS and COMMON AREAS

- 1) No (non-owner) commercial vehicles allowed on property after 8 pm except in case of emergencies.
- 2) No (non-owner) commercial vehicles allowed on property on weekends except in case of emergencies.
- 3) No Box-Trucks allowed to park on property.
- 4) No disabled or inoperable vehicles on property.
- 5) No boats, trailers or watercraft allowed to parked on gravel common areas. (rule does not apply to limited gravel common area as stated in the association bylaws) excluding ramp boat/docking area.
- 6) Vehicles parked on gravel common areas must have a valid Calusa owner decal.
- 7) No vehicles allowed to park on property with expired tags or no tags.
- 8) No vehicles allowed to park on property without proper valid decals.
- 9) No vehicles allowed to park on fire lanes or roadways.
- 10) No vehicles allowed to park on walkway areas.
- 11) No vehicles allowed to park on common grass areas or grass medians.
- 12) Residents or visitors parking in handicapped spaces are required to have a valid handicapped permit or a Disabled Veterans plate. Handicapped permit must be visible & valid at all times.
- 13) Vehicles shall not be repaired, or any lubricants or fuels changed in the property, or elsewhere on the premises, except for emergencies, such as changing tires or starting the vehicle with jumper cables.
- 14) No vehicles allowed to park on tentsites area without tentsites parking decals.
- 15) No vehicles, boats, trailers or watercrafts allowed to park on other units lots or docks unless written authorization is granted by unit owner. Copy of written authorization must be registered with the office.

Legal Responsibility

If a Unit Owner/Resident or any member of his family, tenants, guest invitees or licensees shall illegally park or abandon any vehicle, boat, trailer or watercraft which is then removed or caused to be removed from the premises, or moved on the premises, the Unit Owner/Resident shall hold management and association harmless for any and all damages or losses that may ensue, and expressly waives any and all rights, notices and resources in connection therewith that he/she may have under the provision of State, County or City laws or ordinances. Vehicles, boats, trailers & watercrafts of violators of any parking rules or regulations shall be towed away at the owner's sole risk and expense with the exception of Police, Fire or Public Health vehicles which are properly identified, and management/association shall not be liable for any inconvenience, damage or expense that may be suffered or sustained in connection therewith.

Any of the above violations are subject to immediate towing without warning at owners expense.

CALUSA RESORT CAMPGROUND

RULES AND REGULATIONS

Please be mindful that these rules and regulations are for the benefit and enjoyment of all owners, renters and guests of Calusa Resort Campground. We are very fortunate to own a piece of paradise in the beautiful Florida Keys and we should take care of it as such...

Take pride in your community.

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Introduction

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the Condominium Units, and the Condominium in general shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said Rules and Regulations and shall control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association, and the By-Laws of the Association. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover in said actions any and all Court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent, or approval of identical or similar situations unless notified in writing by the Board of Directors.

Common elements

The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium and any facilities or services made available to the unit owners.

Condominium units

The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same becomes effective.

Rules and regulations

The rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said rules and regulations and shall be responsible to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said rules and regulations are found in this document but should not be deemed all inclusive.

General use and Occupancy

All units within the Condominium are hereby designated for recreational purposes, and may be used for the placement of a recreational vehicle as a dwelling as designated herein, or the placement of such other structures as may be approved as necessary.

Permits and improvements to property

All construction must be performed in accordance with Calusa construction rules and guidelines and with the approval from Calusa Campground Condominium. All construction must adhere strictly with all other applicable building and construction code provisions. Failure for an owner to obtain approval for improvements to their property may result in legal action by the association.

Use of property

Only one motor home or recreational vehicle may be located or maintained on each unit.

Only commercially manufactured motor homes, mini-motor homes, fifth wheels, travel trailers, truck campers and folding campers will be accepted. Not permitted are tents, non-commercial conversions of trucks, busses, and vans.

There shall be no clothes lines erected on any unit.

All motor homes and RV's shall maintain a half (1/2) foot setback from the side property line, one and a half (1 1/2) foot setback from the road and three (3) feet setback apex for corner lots.

No dish antenna, in excess of thirty six (36") are to be installed on Condominium units subject to a maximum of two (2) antennas per lot.

Maintenance of property

Units shall be kept in a clean and sanitary condition and no landscape plant debris, weeds, rubbish, refuse, construction materials, debris / stockpile or garbage that could provide a haven for rodents or constitute a fire, health, or safety hazard shall be allowed to exist. There shall be no crippled, disabled, or otherwise unsightly vehicles or any kind including RV'S, boats and boat trailers, permitted either on the units or other Condominium Property. If any of the above conditions are not corrected within thirty (30) days after due notice, Park personnel shall clean up, as necessary, and the unit owner shall be billed for material and labor at the then prevailing rate for such work. If a health hazard exists, Park personnel shall clean up immediately and the unit owner shall be billed accordingly.

It shall be the continuous responsibility of each site owner to secure all personal property on his/her respective unit against theft and the hazards of high-velocity winds so as to prevent the same from causing damage to other properties in the Condominium.

All trash must be bagged securely in plastic bags and placed inside a secure trash bin. Proper Trash Bags, not store carrying bags. If owner does not supply a secure trash bin after receiving notice from the Association, the Association will do so and bill the owner for the expense.

No major electrical appliances except mini coolers, portable water/beer dispensers, TV's and stereos may be placed outside the recreational vehicle and or shed.

No indoor furniture such as couches, dressers or kitchen cabinets are permitted outside the recreational vehicle with the exception that indoor furniture or kitchen cabinets may be placed inside a screen enclosed shade structure or a shed.

No overnight sleeping outside the recreational vehicle or motor home.

Quiet hours and nuisance

Quiet hours must be observed by all owners, guests and renters.

Quiet Hours	Monroe County*	Calusa
Sunday-Thursday	8:00am - 10:00pm	8:00am - 10:00pm
Friday-Saturday	8:00am - 11:00pm	8:00am - 12:00pm*

*Monroe County ordinances supersede Calusa Regulations

No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents at any time. The unit owner shall not permit or suffer anything to be done or kept in or on his/her which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the Condominium property at any time.

Excessively loud music may be considered a nuisance if it unreasonably prohibits the enjoyment of Calusa by other owners or renters.

No blaring of train horns at any time or unnecessary use of car horn.

Commercial activities

No commercial activities shall be conducted upon any unit in the Condominium except for repairs of owner registered recreational personal property such as boats, jet-skis, recreational battery operated vehicles carts, fishing & snorkeling equipment.

Owner repairing recreational personal property of other owners must maintain all recreational property within his unit while conducting repairs and may not repair more than one (1) GEM car /cart, vessel or watercraft within the unit at any one time.

No business signs allowed with the exception of real-estate and for sale signs for vessels, GEM / recreational battery operated vehicles carts.

No person shall use the common elements or any part thereof, or a Condominium unit or the Condominium property or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

Guest Occupancy

Rental Guests Person(s) who are brought in by the unit owner or Association through the Rental Office, who occupy and stay overnight in a unit with the owner's permission during the owners absence and pay twenty percent (20 %) of the Association published daily rate for their stay. Rental guest must register with the office in advance or upon arrival.

House Guest Person(s) who occupy and stay overnight in a unit (and only when) the owner is also in residence in the same unit or in residence in a secondary unit within Calusa throughout their stay. Owners' presence in Calusa will be verified by Office or Security Staff.

Day Guest Person(s) who occupy but do not stay overnight in a unit (and only when) the owner is also in residence in the same unit throughout their stay.

Immediate Family Guest Defined as Mother, Father, Son, and Daughter who occupy a unit when the owner is either in residence or not in residence. If owner is not in residence then immediate family guest as defined must register with the office in advance or upon arrival and must be eighteen (18) years of age and up. Immediate family, as defined (Mother, Father, Son, Daughter) is excluded from any rental charges related to lodging.

Owners shall remain fully responsible and liable at all times for the conduct of their guests.

Trespassers

If a guest violates Calusa rules or regulations, commits an act of vandalism, rowdiness, or disorderly conduct, uses foul language, or fails to obey instructions of the Security or office staff, he or she shall be ordered by the Property Manager or Security Staff to immediately leave Calusa Campground property.

If such person refuses to leave, they shall be considered trespassers upon the property and Security shall call the Monroe County Sheriff's Office for assistance, and Any person ordered to leave Calusa Campground property may be subject to banning from entering Calusa and shall not be permitted to re-enter the property for a minimum of six (6) months.

Persons without specific destinations, or sightseers, will not be admitted to the park.

Calusa Campground Condominium operates as a Public Lodging Establishment under Chapter 509 of the Florida Statutes. We reserve the right to eject an undesirable guest and contact law enforcement for assistance in ejecting him or her immediately.

Vehicle Registration

Owners and immediate family member

All owner vehicles must be registered and have the unique Calusa numbered decal. It is the owner's responsibility to maintain their registration information updated and current.

A maximum of two (2) registered guest transportation vehicles may park inside the owner's private lot or in designated parking common areas during non-holiday weekends and or holidays.

Calusa Campground decal must be stickered on the front driver-side windshield of all authorized owner or authorized immediate family transportation vehicles while in the park. The Calusa security officer and office staff will not admit any vehicle without a valid Calusa decal or authorized entry pass.

The decal will have a unique four digit number that is referenced to the model & type of vehicle and the license plate tag number. The Calusa security officer on a random or permanent basis will cross reference the four digit number with the model, type & license plate tag number for mismatches to prevent and discourage decal swapping.

Decals will only be issued to authorized owners and immediate family defined as (Mother, Father, Son, and Daughter) up to a maximum amount of three (3) transportation vehicle decals per unit. Original registration must be provided to office staff to receive Calusa decal. Registration must show the owners name as defined in the Rules and Regulations.

No owner shall loan their transportation vehicle with Calusa decal to non immediate family members as defined, in order to gain access into Calusa while unit owner is not in residence at Calusa.

No owner shall permit use of their transportation vehicle with Calusa decal to day or overnight guests in order to illegally circumvent and or bypass the office registration procedures of day or overnight guests when unit owner is not in residence at Calusa.

Parking

Holiday weekend parking restrictions

Guest vehicle entrance or parking inside Calusa will not be allowed during the following Holiday weekends and or holidays: Easter Sunday, Memorial Day, July 4th Holiday Period, Labor Day. In addition, a maximum of two (2) registered guest transportation vehicles may park inside the owner's private lot or in designated parking common areas during non-holiday weekends and or holidays. Owners driving non decal vehicles will be asked to park outside during Holiday Weekend Parking Restrictions. No Exceptions! No new cars, boats or jet ski will be decal or registered during Holiday weekends. All vehicles, boats, jet ski must be properly decal before a long Holiday Weekend.

Non-holiday parking for guests and renters

Day guests shall be issued a temporary vehicle day pass which shall be a pass of a distinctive color to indicate the short-term, daytime nature of the pass upon entering Calusa Campground during non-holiday weekends and or holidays.

Casual guests calling upon an owner or registered renter will be issued a day or overnight guest pass and directed to the owner's unit after checking to see if in residence. Pass must be displayed on windshield or rear view mirror.

House Guests who desire to remain overnight with an owner will be issued a pass to be suspended or hanged from the rear view mirror which will indicate the guest's departure date and unit number of owner.

No vehicles shall park or block neighbor's driveway, nor park in the paved or non-paved roadways overnight. Unit owner shall be responsible for vehicle parking of their guests.

Any transportation vehicle parked on any non-storage common areas, without a valid unique four digit Calusa Decal (sticker) or guest pass will be subject to towing at owners expense.

Vehicle, trailer and boat parking

All transportation vehicles parked on any non-storage designated common areas must have a current Vehicle Registration Plate (also referred to as a license plate, number plate, vehicle tag or simply, tag).

All transportation vehicles parking on any non-storage designated common areas shall be used for the purposes of short term parking (defined as seven (7) days or less).

Long term parking (defined as more than seven (7) days) on designated non-storage common areas for transportation vehicles must be approved by the Property Manager.

No vessel, watercraft or vessel / watercraft trailer will be admitted in Calusa unless properly identified with a valid unique four digit Calusa Decal. Vessel, watercraft or vessel / watercraft trailer not properly identified with a valid unique four digit Calusa Decal on any common area will be towed at owners expense.

All boat, boat trailers, jet skis towing will be handled through a certified vendor with properly posted signs on property as required by stated and local authority.

Land Common area

The common area adjacent to the boat ramp is designated solely for parking of vessel and or watercraft trailers without vehicle attached and not to exceed seventy-two (72) hours. Vehicle only parking is not permitted in the boat launching common areas adjacent to the boat ramp. No boat storage or parking is allowed in this area.

All land common areas except the gated storage common area next to the office and the gated boat storage common area where the sewer plant is located is hereby designated as non-storage common areas that may be used for parking unless prohibited by no parking signs.

Vessel and watercraft trailer decals

Calusa Campground decal must be stickered on both sides (port & starboard) next to the FL # of all authorized owner vessels while in the park. The Calusa security officer and office staff will not admit any vessels without a valid Calusa decal. Owners whose boats or jet ski have already received a decal on their port side of their vessel will have 120 days to contact the office and acquire the 2nd Decal to go on the starboard side of the boat or jet ski.

The decal will have a unique four digit number that is referenced to the FL number of the vessel. The Calusa officer on a random or permanent basis will cross reference the four digit number with the FL # for mismatches to prevent and discourage decal swapping.

Decals will only be issued to authorized owners and /or owner's sons, daughters, or grandchildren (other family members are excluded) to a maximum amount of three (3) decals per unit restricted to the following: one boat and two jet skis or two boats and one jet ski. Original registration in owner's name must be provided to office staff to receive unique four digit Calusa decal.

Owner docking for vessel and watercraft trailers

Vessel and or watercraft docking in the "RED ZONE" longer than 30 minutes will be towed at owner's expense. In the event that a towing order is issued and the offending vessel or watercraft is removed while the towing vendor is en-route, the unit owner will be billed for any towing vendor related expenses or charges.

Calusa registered vessels or watercrafts docked in the "COMMON AREA" docks will be limited to a maximum of 48 hours of docking. These areas will be monitored by security staff and security cameras. Vessels and or watercraft in violation of the 48 hours will be subject to towing at owners expense. Vessels or watercraft must vacate common area docking for a minimum of 4 hours in order to reset the 48 hours timeline. Simply moving the vessel to a different common area slip will not reset the clock.

Any vessels or watercraft docked or parked on common areas, without a valid unique four digit Calusa Decal (sticker) will be subject to towing at owners expense. Office or security staff is not required to verify identity of the boat or vessel if towing is required for non identification.

Vessel / watercraft trailers parked on designated non-storage common areas must have an expired or current Vehicle Registration Plate (also referred to as a license plate, number plate, vehicle tag or simply, tag) attached to the boat trailer. The vessel or watercraft trailer must also have a valid unique four digit Calusa Decal (sticker) and Calusa Lot #. Unidentified vessel or watercraft trailers on common areas are subject to towing at owners expense.

Owner parking for vessels and watercraft

Only one (1) registered vessel or watercraft trailer per unit is allowed to park on designated non-storage common areas.

Office Staff and Security Staff will have a list of Owners vessels by Decal (sticker)# and FL #. These will be checked on a continuous basis to prevent and discourage decal swapping. Any vessel with mismatched information will be considered unauthorized and will be towed at owner's expense.

Owners in the process of buying a vessel / watercraft must call the office ahead of time and provide notification in order to make temporary arrangements to insure that the vessel or watercraft is not erroneously towed while owner is in the process of acquiring a Calusa decal.

Parking on units other than the owner's

No vessel, watercraft or vessel / watercraft trailer may be parked or docked on any unit other than the one they own without written permission on file in the office.

Vehicle Restrictions

No motorized gas or electric go-peds, mopeds, atv's, gas operated golf carts or similar vehicles are allowed on property.

No large commercial vehicles allowed to park on property without authorization from property manager.

No disabled, inoperable or partially dismantled vehicles, boats or boat trailers allowed to park on common areas unless authorized by the property manager.

No non-owner commercial vehicles allowed on property on weekend days except in case of emergencies or authorized by the property manager.

No non-owner commercial vehicles allowed on property on week days after 8:00pm except in case of emergencies or authorized by the property manager.

No crippled or disabled vehicles, RV's or trailers, allowed inside Calusa for more than 20 days.

Transportation vehicles parked in common areas must have current state registration.

Vessel and watercraft restrictions

Guest or visitor vessel or watercraft restrictions

No visitor or guest vessels or watercraft allowed at any time in the park or marina dockage area.

Renter vessel or watercraft restrictions

Renters vessels are not allowed in common areas during summer month period from Memorial Day through Labor Day. Renters, except those renting on water sites (bayfront and canal sites) have unlimited use of the boat ramp but may not use the common area docks. They can bring a boat registered boat into Calusa, keep them in their lots and use the ramp for launching and retrieval.

Boats, watercraft and vessel operation and dockage

No double-docking of vessels on area canals adjacent to common area or waterways or marina is permitted at any time.

Vessel speed on canals, marina and park perimeter shall adhere to Monroe County regulations.

No vessel shall be moored in any manner blocking free entrance, exit, or use of any waterway within or on the perimeter of the park.

No vessel shall be used as living quarters on the waterways within or on the perimeter of the park.

Recreational Battery Operated Vehicles (Golf Cart and GEM Cars)

Recreational battery operated vehicles usage is a privilege. Multiple and or repeated violations of rules & regulations will result in the loss of this privilege to the offending unit owner and or guests.

All unit owners must sign a Recreational battery operated vehicles agreement before operating a golf cart and or GEM Car inside Calusa.

Unit owner will be solely responsible for any incident that may occur to them, tenants, property, other owners or his guests while operating a recreational battery operated vehicles cart inside Calusa.

A valid Calusa Campground decal must be stickered on the front driver-side windshield of all authorized battery operated GEM vehicles while in the park. The Calusa security officer and office staff will not admit any GEM vehicle without a valid Calusa decal.

Immediate family members defined as son, daughter or grandchildren of the unit owner and state licensed drivers between the ages of 16 thru 19 are allowed to operate a recreational battery operated vehicles. All state licensed drivers between the ages of 16 thru 19 must register in the office to be

authorized to operate a recreational battery operated vehicles cart. Office registration will require driver to present a valid state drivers license as part of the registration process.

All recreational battery operated vehicles carts and GEM cars must have lot number displayed and clearly visible on both the driver and passenger sides. Minimum size of lot numbers shall be no less than 3 inches in size.

All motorized vehicles shall be operated by LICENSED DRIVERS ONLY, except that a recreational battery operated vehicles cart may be operated by a non-licensed driver over the age of 20.

Decals will only be issued to authorized owners up to a maximum limit of two (2) recreational battery operated vehicle decals per unit. No vehicle registration document is required for recreational battery operated vehicles to receive unique four digit Calusa decal.

No vehicle of any kind, including bicycles, shall exceed the park limit of ten (10) miles per hour or drive in an unsafe and reckless manner and must not exceed the seating capacity.

Recreational battery operated vehicles carts may park on designated common areas as short term parking (defined as less than 48 hours).

Pool and Pool Area Restrictions and Use

Glass bottles and glass containers are prohibited in pool and deck areas.

Children under the age of 12 must be accompanied by an adult at all times.

No diving, cannon balling, running, rough housing, pushing, Frisbee throwing, ball playing or waterguns allowed in pool.

No rafts or chairs allowed in the pool. Masks and snorkels are allowed.

Persons with a communicable disease or open body sores are prohibited from using the pool.

No pets allowed in pool or pool area.

Emergency, life safety equipment located through out the pool are not to be used as entertainment devises or as toys.

Other

Pets

A maximum of three (3) approved household pets, defined as being only a cat, dog, or bird will be allowed. No dangerous dog breeds allowed such as Pit Bulls, Pit Bull types, and other large similar restricted breeds or aggressive pets.

All dogs must be kept under leash when on common areas. The only time a pet may be unleashed is when they are fenced (confined) in the owner's personal lot.

Owners must pick up after their pets in order to avoid a health hazard in the park.

Monroe County Animal Control will be called out for unsupervised pets in the park.

No feeding of stray cats allowed.

No noisy pets allowed outdoors during quiet hours.

Camping and fireworks

Open fires are prohibited.

Overnight sleeping on docks or other outdoor common areas is prohibited.

Fireworks are prohibited.

No one shall discharge a gun of any kind including air rifles, paintball guns and spear guns within the park.

Association legal action and remedies

The Association may take any available legal action to enforce these rules & regulations. Including but not limited to towing of vehicles, watercraft or trailers, referring to the association attorney and/or restricting access to park facilities.

No owner or guest shall harass, insult, intimidate or use offensive and abusive language against any staff member or any person(s) in charge with the operations of the association. All owners and guests shall conduct themselves in a businesslike manner when dealing with person(s) in charge with the operations of the association.

Developer Rules (George Eager)

The following rules were adopted by Developer George Eager on June 12, 1998

- a. All additions and repairs shall be in full conformity with the Monroe County Code and Comprehensive Plan 2010, as amended, and shall require building permits where applicable.
- b. Guests are entirely the responsibility of their hosts, and all guests are subject to the requirements and regulations of the Condominium.
- c. The Condominium Association reserves the right of access to all units for its officers, agents, and employees of those entities furnishing utilities and services to the Condominium at all reasonable times for the purpose of inspection and maintenance of utilities and all other such service facilities.
- d. The Condominium Association reserve for themselves and for any persons or entities providing services to the Condominium an easement through the Condominium for all utilities, including electricity, water, gas, sewage, television, and any such services as may be reasonably required.
- e. Recreational vehicles must be positioned such that the hitch or front bumper is directed towards the immediate roadway. The R.V. must be no closer than six(6) inches to the adjacent property line. R.V.s can in no case be positioned parallel to the roadway or the canal or on the middle or opposite side of the site away from the utility hookups.

The following rules were adopted by Developer George Eager on October 8, 1999

- a. Definition and specific uses of buffer zone, There shall be a minimum nine(9) foot buffer zone between the exterior of a recreational vehicle, on the side with the main entrance door, (or patio or screen room, if one is added) and the adjacent lot line. This buffer zone shall extend from the street to the rear of the lot, running the entire length of the lot. The front and back of the lot and the other side of the lot has no buffer zone. Boats may be parked anywhere on a lot.

The following rules were adopted by Developer George Eager on July 8, 2000

- a. The hitch or front bumper for Unit 42 may be directed towards the rear of the unit away from the roadway.
- b. There shall be a five (5) foot buffer zone for Unit 42 which shall be located between the exterior of a recreational vehicle, on the opposite side that has the main entrance door, (or patio or screen room, if one is added), and the common lot line with Unit 41. In the event the side of the recreational vehicle containing the main entrance door on Unit 42 is turned to face away from the canal, the original provisions that existed prior to this amendment shall apply.
- c. No occupation, use, trespass, or enjoyment of another Unit Owner's unit shall be made by any Unit Owner, guest or renter. Any such use shall be a trespass that authorizes the Association Manager or other personnel to call the Monroe County Sheriff's office for resolution.

Administrative Rules

A unit owner desiring to inspect the Association's records shall submit a written request to the Property Manager of the Association. The request must specify the particular record subject to inspection, including pertinent dates or time periods and shall state whether the request is for inspection or a photocopy. The request must be sufficiently detailed to allow the Association to retrieve the records requested.

Inspection or copying of records shall be limited to those records specifically requested in advance, in writing.

No unit owner may submit more than one request for inspection or copying of the same record in a thirty (30) day period.

No unit owner may submit more than one (1) request per week.

No owner may request the inspection of more than ten (10) records at any one (1) time, nor shall the Association be required to produce records for inspection exceeding one-hundred (100) pages at one (1) time. If the owner's request exceeds either of these limitations, the Association shall provide records for inspection in the order requested by the owner up to the limiting factor, and the owner shall be notified that the other records will be made available for inspection at another session upon receipt of another written request of the owner.

All inspection of records shall be conducted at the Association's office or at such other location designated by the Association. No unit owner shall remove original records from the location of inspection. No alteration of the original records shall be allowed.

Records shall be made available for inspection by the Association on or before the tenth (10th) business day subsequent to actual receipt by the Association of the written request for inspecting. In addition, this time frame shall be extended in the event records are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the unit owner, by telephone, in person or in writing, that the records are available and the time, date and place for such inspection.

Inspections shall be made only at time and day specified by the Property Manager.

If a unit owner desires to obtain a copy of any record, the unit owner shall designate in writing the specific record or portion thereof desired. Copies of the record(s) shall be available within five (5) working days of receipt of the request. In the event that the above referenced time frame is impracticable due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical.

Unit owner shall pay the current per page fee for photocopies.

No written request for inspection or copying which seems to harass any Association staff will be honored.

Owners inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association and or office where the records are otherwise inspected or copied.

The unit owner shall acknowledge receipt of copies or access to office records, by signature.

Any written requests for inspection or copying not complying with these rules shall not be honored. The Association shall indicate, in writing, the nature of the non-compliance and transmit same to the requesting party within five (5) working days subsequent to the receipt of the written request from the unit owner. Any verbal requests for inspection or copying will not be honored.

Calusa issued decals shall not be swapped, altered, cut, and disfigured or its appearance changed in any way, a \$15.00 replacement fee will be charged for all decal replacements.

**CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS**

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2. General Use and Occupancy

All units within the Condominium are hereby designated for recreational or residential purposes and may be used for the placement of a recreational vehicle as a dwelling as designated herein, or the placement of such other structures as may be approved as necessary, all of which require approval of the Association.

No RVs, trailers, nor Park Models shall be placed face in, or reversed, on a lot. Any such vehicle not positioned properly is prohibited.

The Association has the right to approve or disapprove of persons owning a Lot or otherwise entering the campground. Each and every prospective buyer(s) must follow the procedures outlined by the Board which may include, without limitation, applying for a background check, attending an interview, and other requirements to obtain a Certificate of Approval from the Board in order to purchase a lot. Failure to obtain a Certificate of Approval from the Board of Directors and produce proper evidence of Ownership will not be considered an "Owner". He/She will fall into one of the categories detailed under Item #3 of these Rules & Regulations and must pay their specified daily rate during their stay.

2.a Permits and Improvements to Property

All construction must be performed in accordance with Calusa construction rules and guidelines and with the approval from Calusa Campground Condominium. All construction must adhere strictly with all other applicable building and construction code provisions in addition to approval from the Association which may be more or less strict than what is provided by law. Failure for an Owner to obtain approval for improvements to their property may result in legal action by the association.

No noisy construction, remodeling or other related activity shall be allowed at any time except Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. No construction, remodeling or other related activity shall be allowed at any other times except in an emergency as may be determined by the Association.

No construction, remodeling or other related activity shall be allowed in any unit without (1) prior written approval of the Association which may be approved or disapproved as the Association may determine; (2) payment of a refundable construction deposit in an amount to be determined by the association; and (3) copies of all required permits. The deposit shall be refunded if no damage has been caused to the Condominium Property, or if the unit Owner has repaired all such damage, then at such time as the repair is made to the satisfaction of the Association in the Association's sole discretion within a time set forth by the Association. The failure to repair such damage as the Association requires shall cause the deposit to be likewise forfeited. To the extent such damage is not repaired the Owner and Owner's invitees shall be liable for the difference and the Association may take any and all actions in law or equity to recover same.

All trash, debris, timber, plastic, paper, tools, garbage, wires, piping, nails, screws, plaster, paint, dust, sand, dirt, tile, brick, stone, cement, equipment, furniture, and other materials related to any construction, renovation or remodeling shall be removed from the common areas daily. The offending unit Owner may be charged and/or fined for any cleanup that is required.

2.b Use of Property

Only one motor home or recreational vehicle may be located or maintained on each unit.

Only commercially manufactured motor homes, park models, mini-motor homes, fifth wheels, travel trailers, truck campers and folding campers will be accepted. Not permitted are tents, non-commercial conversions of trucks, busses, and vans or any vehicles or structures other than permanent structures properly approved or cars.

All motor homes and RV's shall maintain a half (1/2) foot setback from the side property line, one and a half (1 1/2) foot setback from the road and three (3) feet setback apex for corner lots.

2.d Quiet hours and nuisance

Quiet hours must be observed by all Owners, guests and renters. Quiet hours are as posted by the Association from time to time.

No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents at any time. The unit Owner shall not permit or suffer anything to be done or kept in or on his/her which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit Owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium property at any time.

Excessively loud music may be considered a nuisance if it unreasonably prohibits the enjoyment of Calusa by other Owners or renters. This also applies to the pool area and common dock area and all of the noise and nuisance requirements apply to all parts of the Common Areas of Calusa.

Any party in common areas will need prior approval of the Board of Directors. Any party which will have 10 or more people, must notify to the Association in writing prior to the occasion. Failure to notify the Association will result in a violation and a possible fine. Owners are responsible for notifying their guests that they all must park at the entrance of the campground, and not inside.

Curfew - Curfew shall be observed between the hours of 11:00 P.M. and 6:00 A.M. for all persons age 17 and under who may not be in Common Areas during this time, unless accompanied by parent or adult age 21 or older.

2.e Commercial Activities

No commercial activities shall be conducted upon any unit in the Condominium except for repairs of Owner registered recreational personal property such as boats, jet-skis, and recreational battery operated vehicle carts, fishing & snorkeling equipment.

Any Owner repairing recreational personal property of other Owners must maintain all recreational property within his unit while conducting repairs and may not repair more than one (1) GEM car / golf cart, vessel or watercraft at any one time.

No business signs allowed with the exception of real-estate and for sale signs for vessels, GEM / recreational battery operated vehicle carts.

3. Guest Occupancy

3.a Rental Guests

Person(s) other than immediate family, defined as mother; father; son; daughter; grandparents, grandchildren and domestic partner who are brought in by a unit Owner or the Association through the Rental Office are considered "Renters" and must pay the specified daily rate for their stay. Rental guests must register with the office in advance or upon arrival.

Only entire units may be rented. There shall be no subdivision or subletting of units. Sheds are not to be converted into living quarters. Sheds are for storage only.

The Association will charge \$10 (TEN DOLLARS) PER RENTER VISITOR with a maximum of six sleep over renters, and a maximum of 10 visitors in total, including the sleep over renters. After two adults, renters pay a \$10 fee for each additional adult for the length of the stay. Any visitor a renter has may be charged a \$10 fee per person and a fee to obtain a Car Pass to park outside. ANYONE without a decal MUST park

5. Vehicle Registration

5.a Owners and Family Members

All Owner vehicles must be registered and have the unique Calusa numbered decal. It is the Owner's responsibility to maintain their registration information updated and current.

A maximum of two (2) Owner or registered guest vehicles may park inside the Owner's private lot or in designated parking common areas at all times.

Calusa Campground decal must be stickered on the front driver-side windshield of all authorized Owner or authorized immediate family vehicles while on the Condominium Property. The Calusa Security Staff and Office Staff will not admit any vehicle without a valid Calusa decal or authorized entry pass.

The decal will have a unique number that is referenced to the model & type of vehicle and the license plate tag number. Decal swapping or changing decals from one car to another is strictly prohibited.

Decals will only be issued to authorized Owners and immediate family defined as (Mother, Father, Son, and Daughter) up to a maximum amount of three (3) vehicle decals per unit. Original registration must be provided to office staff to receive a Calusa decal. Registration must show the Owners name as defined in the Rules and Regulations. There will be a fee for the cost of each Owner decal.

No Owner shall loan their vehicle with Calusa decal to non-immediate family members as defined, in order to gain access into Calusa while unit Owner is not in residence at Calusa.

No Owner shall permit use of their vehicle with Calusa decal to day or overnight guests in order to illegally circumvent and or bypass the office registration procedures of day or overnight guests when unit Owner is not in residence at Calusa.

6. Parking & Vehicle Restrictions

Any violation of the following provisions may result in the loss of parking privileges, and/or the offending vehicle being towed at the vehicle Owner's expense.

Parking on Calusa property is at your own risk. The Association is not responsible for damage, theft or vandalism of any vehicle or any damaged caused by an act of nature.

6.a Holiday Weekend Parking Restrictions

Guest vehicle entrance or parking inside Calusa will not be allowed during the following Holiday weekends and or holidays: Easter Sunday Weekend, Memorial Day Holiday period, July 4th Holiday period, Labor Day Holiday period, and other Calusa events or weekends designated by Management. In addition, a maximum of two (2) Owner and/or registered guest vehicles may park inside the Owner's private lot or in designated parking common areas at any time. Owners driving non-decal vehicles will be asked to park outside during Holiday Weekend Parking Restrictions. No Exceptions! No new cars, boats or Jet Ski will be issued a decal or registered during Holiday weekends.

All vehicles, boats, Jet Ski must have a properly decal at all times, especially before a long Holiday Weekend.

6.b Non-holiday Parking for Guests and Renters

A maximum of two (2) Owner and/or registered guest vehicles may park inside the Owner's private lot or in designated parking common areas during non-holiday weekends and or holidays.

Day guests may be issued a temporary vehicle day pass which may be a pass of a distinctive color to indicate the short-term, daytime nature of the pass upon entering Calusa Campground during non-holiday weekends -

The decal will have a unique number that is crossed-referenced to the FL number of the vessel. Calusa decals may not be swapped or exchanged on any vehicle or vessel and decals are unique to a specific vehicle or vessel.

Decals will only be issued to authorized Owners to a maximum amount of three (3) decals per unit restricted to the following: one boat and two jet skis or two boats and one Jet Ski. Original registration in Owner's name must be provided to office staff to receive the unique Calusa numbered decal.

6.f Owner Docking for Vessel and Watercraft Trailers

Vessel and or watercraft docking in the "RED ZONE" may be towed at Owner's expense and is not permitted. In the event that a towing order is issued and the offending vessel or watercraft is removed while the towing vendor is en-route, the unit Owner will be billed for any towing vendor related expenses or charges.

The "RED ZONE" is designated for loading and unloading ONLY. Vessels are not to be left there while fish is being cleaned or to take a dip in the pool or for any other purpose.

Calusa registered vessels or watercrafts docked in the "COMMON AREA" docks will be limited to a maximum of 48 hours of docking. These areas may be monitored by security staff and security cameras. Vessels and or watercraft in violation of the 48 hours may be subject to towing at Owners expense in addition to other remedies the Association may determine.

Any vessels or watercraft docked or parked on common areas, without a valid unique Calusa Decal (sticker) will be subject to towing at Owners expense. Office or security staff is not required to verify identity of the boat or vessel if towing is required for non-identification.

Vessel / watercraft trailers parked on designated non-storage common areas must have an expired or current Vehicle Registration Plate (also referred to as a license plate, number plate, vehicle tag or simply, tag) attached to the boat trailer. The vessel or watercraft trailer must also have a valid unique Calusa Decal (sticker) and Calusa Lot #. Unidentified vessel or watercraft trailers on common areas are subject to towing at Owners expense.

Docks that float and that are not properly secured in accordance with the requirements of the Association are not permitted.

Four post lifts are prohibited.

Boat lifts may not be secured to the seawall, sidewalk or other common area property and must be "elevator" type lifts.

6.g Owner Parking for Vessels and Watercraft

Office Staff and Security Staff will have a list of Owners vessels by Decal (sticker)# and FL #. Decal swapping or exchanging of Decals is prohibited. Any vessel with mismatched information may be considered unauthorized and will be towed at Owner's expense in addition to other remedies that the Association may deem appropriate.

Owners in the process of buying a vessel / watercraft must call the office ahead of time and provide notification in order to make temporary arrangements to insure that the vessel or watercraft is not towed while Owner is in the process of acquiring a Calusa decal. When a boat is sold, it is the Owner's responsibility to remove the decal and turn it into the office for the information to be removed from the Owner records.

9. Recreational Battery Operated Golf Cart and GEM Cars

Golf Cart & GEM Car usage is a privilege. Multiple and or repeated violations of the golf cart / GEM Car rules & regulations will result in the loss of this privilege to the offending unit Owner and or guests.

There is a limit of only one (1) golf cart per lot. In a case where an Owner owns multiple lots, he or she may only maintain one GEM and/or golf cart registered and parked on each lot.

All unit Owners must sign a Recreational Golf Cart & GEM Car agreement before operating a golf cart and or GEM Car inside Calusa.

Unit Owner will be responsible for any incident that may occur to the Owner, tenants, property, other Owners, Owner Invitees, guests and any and all other persons within the Condominium Property while operating a golf cart, GEM car or vehicle inside Calusa and shall hold Calusa harmless and indemnify Calusa from and against any and all expenses, damages, costs, sums, suits, accounts, losses, judgments, amounts, fees, costs (including without limitation attorney's fees and costs through trial and any and all appeals) associated with any damage caused by any Owner, guest or Owner invitee.

Anyone driving a GEM or golf cart must obey all traffic signals. To be specific: Stop signs are to be obeyed, the maximum speed allowed is 5 miles per hour, parking restrictions, and no parking in handicap spaces must be obeyed among other rules and requirements. GEM or golf carts parked in a handicap spot without proper authorization will be towed away at Owner's expense.

A valid Calusa Campground decal must be stickered on the front driver-side windshield of all authorized battery operated GEM vehicles while in the park. The Calusa security officer and office staff will not admit any GEM vehicle without a valid Calusa decal.

State licensed drivers between the ages of 16 thru 19 are allowed to operate a GEM or golf cart provided they are the registered Owners of the lot. All state licensed drivers between the ages of 16 thru 19 must also register in the office to be authorized to operate a golf cart. Office registration will require driver to present a valid state driver's license as part of the registration process. Only registered Owners are to operate the GEM or golf carts.

All motorized vehicles shall be operated by LICENSED DRIVERS ONLY, except that a golf cart may be operated by a non-licensed driver over the age of 18.

All golf carts and GEM cars must have lot number displayed and clearly visible on both the driver and passenger sides. Minimum size of lot numbers shall be no less than 3 inches in size.

Original vehicle registration for GEM car with tags must be provided to office staff in order to receive a Calusa decal. No vehicle registration document is required for golf carts to receive unique numbered Calusa decal.

Anyone operating a golf cart or GEM car must keep the music to a level that does not become a nuisance to others while driving, or standing around.

No vehicle of any kind, including bicycles, shall exceed the park limit of five (5) miles per hour or drive in an unsafe and reckless manner and must not exceed the seating capacity.

Golf carts may park on designated common areas as short term parking (defined as less than forty-eight (48) hours).

Driver and any passenger must remain seated on a golf cart seat or seating surface when the golf cart is in motion.

No person other than the driver may have control /operation of the golf cart.

11. Calusa Playground Area

- (1) Opens at 8:00 A.M
- (2) Closes at Dusk
- (3) Only children 12 and under allowed in playground except for the adults accompanying them.
- (4) Children must be accompanied by an adult at all times and the supervision is the sole responsibility of the adult(s) accompanying them.
- (5) Glass objects are prohibited in the playground.
- (6) No pets allowed in playground.
- (7) No bicycles or mopeds are allowed in playground.

12. Other

12.a Pets

A maximum of three (3) approved household pets, defined as being only a cat, dog, or bird will be allowed. Fish may also be allowed and are not restricted. No dangerous dog breeds allowed such as Pit Bulls, Pit Bull types, and other similar restricted breeds are permitted nor any aggressive pets. All Owners must document their pets with the Association and show proof of the proper vaccine paperwork.

All dogs must be kept on a less than 6' leash when on common areas and under Owner control and supervision at all times. All pets must be carried, caged or kept on a short leash (less than six feet) at all times when outside the unit. Dogs shall not be allowed to jump on or bother other residents or their guests.

Pet's litter and waste must be picked up and deposited in garbage containers and not left on any part of the Condominium Property. Pets must be walked outside the front gate along the side of the roads and not on private property and parking areas. Pets are not permitted in pool areas or common buildings. Animals are not permitted to swim at or near the boat ramp or in the water near any of the Common Areas.

Pets may not be a nuisance to Owners, renters, or visitors. No noisy pets allowed outdoors during quiet hours.

Monroe County Animal Control may be called out for unsupervised pets.

No feeding of stray cats or wild animals allowed and as further restricted by per Monroe County law.

All pets and their Owners and caretakers shall comply with all applicable laws and ordinances relating to pets and Owners and unit Owners, the pet Owner and occupants shall be jointly and severally responsible for the costs and damages associated with any non-compliance. The Association may take any and all actions in connection with any such violations.

Any pets which are required to be permitted pursuant to federal, state or local law but otherwise prohibited on Condominium Property by the governing documents of the Association shall be governed by the same Rules & Regulations above, but may be admitted to the Condominium Property under the specific provisions for approval which may be obtained from the Association.

The pet Owner, Owner's Invitee and unit Owner shall pay all damages, sums, liabilities, suits, actions, monies, expenses, fees and costs (including, without limitation, reasonable attorneys' fees and costs at any level and through trial and any and all appeals), incurred by the Association in connection with any pet.

No animal or pet shall be maintained or harbored on a unit (lot) or on the Condominium Property that would create a safety hazard, nuisance, or would cause annoyance to or interference with the peaceful

14. Suspension of Rights

Among other rights and remedies of the Association, if a unit Owner is delinquent for more than ninety (90) days in paying any monetary obligation due to the Association, the Association may suspend the right of a unit Owner or a unit's occupant, licensee, or invitee to use Common Areas, common facilities, or any other Association property until the monetary obligation is paid together with suspending the right to vote at any meeting.

15. Access and Easements

The Condominium Association reserves the right of access to all units for its officers, agents, and employees of those entities furnishing utilities and services to the Condominium at all reasonable times for the purpose of inspection and maintenance of utilities and all other such service facilities.

The Condominium Association reserve for themselves and for any persons or entities providing services to the Condominium an easement through the Condominium for all utilities, including electricity, water, gas, sewage, television, and any such services as may be reasonably required.

16. New Construction/Existing Construction Repairs & Remodeling Rules

New Construction and all repairs and remodeling of existing property must abide by and follow the guidelines established by a hold harmless and other agreements specified by the Association in addition to all of the laws, rules, codes, regulations and ordinances of Monroe County and the State of Florida ("Laws"). Owners and Owner Invitee's are cautioned to ensure that both Laws and the requirements of the Association are followed and approvals obtained.

17. Administrative Rules

A unit Owner desiring to inspect the Association's records shall submit a written request to the Property Manager of the Association. The request must specify the particular record subject to inspection, including pertinent dates or time periods and shall state whether the request is for inspection or a photocopy. The request must be sufficiently detailed to allow the Association to retrieve the records requested. Due to the burdens placed on the Association by such requests, the following shall be observed:

Inspection or copying of records shall be limited to those records specifically requested in advance, in writing.

No unit Owner may submit more than one request for inspection or copying of the same record in a thirty (30) day period.

No unit Owner may submit more than one (1) request per week.

No Owner may request the inspection of more than ten (10) records at any one (1) time, nor shall the Association be required to produce records for inspection exceeding one-hundred (100) pages at one (1) time. If the Owner's request exceeds either of these limitations, the Association may provide records for inspection in the order requested by the Owner up to the limiting factor, and the Owner shall be notified that the other records will be made available for inspection at another session upon receipt of another written request of the Owner.

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BY-LAWS 16
OF
CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.

HONOR COUNTY
OFFICIAL RECORDS

1. GENERAL. These are the By-Laws of Calusa Campground Condominium Association, Inc., hereinafter the "Corporation", a corporation not for profit organized under the laws of Florida.

1.1 Principal Office. The principal office of the Corporation shall be 352 Calusa, Key Largo, Florida 33037.

1.2 Seal. The seal of the Corporation shall be inscribed with the name of the Corporation, the year of its organization, and the words "Florida" and "not for profit." The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the Corporation where a seal may be required.

2. DEFINITIONS. The following definitions shall apply to the terms used in the Articles of Incorporation and these By-Laws:

2.1 "Association" shall mean and refer to any one or more of the members.

2.2 "Board" shall mean and refer to the Board of Directors of this Corporation.

2.4 "Common Area" shall mean all real property over which the Association shall have an easement together with an obligation for maintenance.

2.5 "Condominium" shall mean and refer to any residential condominium within the Calusa Campground complex.

2.6 "Corporation Property" shall mean and refer to all lands owned by the Corporation, together with all buildings, improvements and amenities located thereon, sometimes called the "Common Area", as well as all personal property of the Corporation.

2.9 "Member" shall mean and refer the record owner, whether one or more persons or

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organizational meeting of the Board of Directors until the following annual organizational meeting, or until their earlier death, resignation or removal. Each such designee shall be a Member of the Calusa Campground Condominium Association, Inc. he represents, and may be an Officer or Director thereof.

4.2.2 The election of directors shall be in accordance with the provisions of Section 718.112 (2) (d) 3, Florida Statutes, as amended, and the provisions of Rule 61B-23.0021, Florida Administrative Code, as amended, the provisions of which are incorporated herein by reference.

4.2.3 Recall of board members shall be in accordance with the provisions of Section 718.112 (2) (j), Florida Statutes, as amended, the provisions of which are incorporated herein by reference.

4.3 Organizational Meeting of Directors. The annual organizational meeting of the Board of Directors shall be held not later than April 15 of each year, at which time the newly-designated Directors shall elect officers and conduct such other business as they may deem appropriate. At the organizational meeting the Board may adopt a resolution authorizing the President or other executive officer to spend corporation funds during the summer months and shall place reasonable limitations on that authority. Written notice of the annual organizational meeting shall be sent to each member at least fifteen (15) days in advance of the annual organizational meeting.

4.4 Regular Meetings. Meetings of the Board may be held according to a prearranged schedule at such time and place in Dade County or Monroe County, Florida, as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days prior to the day named for such meeting.

4.5 Special Meetings. Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of at least two (2) Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by telephone or telegram, which notice shall state the time, date, place and purpose of the meeting. Business conducted at special meetings shall be limited to matters stated in the notice of the meeting.

4.6 Notice to Members. All meetings of the Board of Directors shall be open to attendance by any Member, and notices of all Board Meetings shall be provided to each Member at least forty-eight (48) hours in advance, except in an emergency. Notice shall include a general outline of the agenda for the meeting. Notice of any Board meeting where assessments are to be considered for any reason shall specifically contain a statement that assessments will be considered

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4.13 Resignation. Any Director may resign by written notice to the Corporation, which resignation shall take effect upon receipt, unless another date is specified in the notice. Any Director who is absent from three (3) consecutive meetings of the Board shall be deemed to have tendered his resignation as of the date of the third meeting, and Association which appointed such Director shall be notified in writing and requested to appoint a replacement. The replacement shall not be the same person who was just removed.

4.14 Powers. The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all corporate powers not prohibited by law, the Articles of Incorporation, the Declaration of Restrictions, or these By-Laws. The powers of the Board of Directors shall specifically include but not be limited to, the following:

(A) To levy and collect fees and assessments in accordance with the provisions of the Articles of Incorporation, the Declaration of Restrictions, and these By-Laws, and to establish the time and manner within which payment of same are due;

(B) To use and expend the fees and assessments collected for those purposes set forth in the Articles of Incorporation, and the Declaration of Restrictions, and as may be permitted by law;

(C) To perform all functions set forth in the Articles of Incorporation and the Declaration of Restrictions, as may be permitted by law, and in conjunction with the foregoing, to purchase the necessary equipment, furnishings, fixtures, accessories and tools necessary or incidental to the maintenance of the Corporation Property;

(D) To collect delinquent fees and assessments by suit or otherwise;

(E) To employ such personnel as may be necessary or incidental in order to carry out the purposes and functions of the Corporation;

(F) To enter into such contracts and bind the Corporation thereby as the Board of Directors may deem reasonable in order to carry out the powers and functions of the Board of Directors, including the power to borrow money.

(G) To make reasonable rules and regulations for the use of Corporation Property and for the operation of the Corporation; and

(H) To assign the exclusive use of parking spaces located on Corporation property to individual unit owners who do not have the exclusive use of a parking space in their own

to dissolve such committee or committees. Each committee designated by the Board of Directors shall keep regular minutes of its meetings and shall report the same to the Board when required. The designation of any committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibilities imposed by law.

4.18.1 There shall be a standing committee for By-Laws, insurance, Common Areas, and nominations.

5. OFFICERS. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Any two of said offices may be held by one person, except that the President shall not hold any other office. The Board of Directors may appoint such other officers as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The officers of the Corporation have a fiduciary duty to the members.

5.1 Tenure of Officers. All officers of the Corporation shall hold office until their successors are elected and qualified. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the affirmative vote of the majority of the Directors. Any officer may resign at any time by giving written notice to the Corporation and unless otherwise specified therein, the resignation shall become effective upon receipt. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

5.2 The President.

(A) The President shall preside at all meetings of the Directors; he shall have general and active management of the business of the Corporation; he shall see that all orders and resolutions of the Board of Directors are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by statute to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation;

(B) He shall have general superintendency and direction of all the other officers of the Corporation and shall see to the best of his ability that their duties are performed properly;

(C) He shall submit a report of the operations of the Corporation for the fiscal year to the Board of Directors whenever called for by the Board; and from time to time shall report to the Board all matters within his knowledge which the best interest of the Corporation may require

financial condition of the Corporation;

(C) He shall be the chairman of the Budget Committee, if any;

(D) He may be required to give the Corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration of the Corporation in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Corporation. The Corporation shall pay all premiums for issuance of the bond; and

(E) In general, he shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be prescribed by the President or the Board of Directors.

6. ASSESSMENTS AND FEES.

6.1 Method of Establishing Assessments. In accordance with Paragraph 4 of the Declaration of Restrictions and in accordance with Section 10.5 below, before the first day of December each year, the Board of Directors shall consider and adopt an annual operating budget in amounts believed to be sufficient to enable the Corporation to perform its functions for the ensuing year. Based upon the amount of monies determined to be needed for the operation of the Corporation of the Board of Directors shall assess against each member its proportionate share of budget, such proportionate share being determined by the ratio which the number of dwelling units contained in the particular member bears to the total number of dwelling units in the Calusa Campground Complex.

6.2 Payment of Annual Assessments. Annual assessments shall be billed in quarterly installments payable in advance on the first day of January, April, July and October of each year.

6.3 Limitation on Change in Assessments. The Board of Directors of the Corporation shall not increase a member's annual assessment by more than one hundred fifteen percent (115%) over and above the respective member's annual assessments for the preceding year without except in accordance with the provision of chapter 718.112(2)(e), Florida Statutes, as amended.

6.4 Collection of Assessments. The Board of Directors of the Corporation shall be authorized to adopt and promulgate rules and regulations for the collection of all assessments, and the determination and collection of assessments against the members shall be subject to the following provisions:

(A) Assessments or installments thereof remaining unpaid longer than ten (10)

Corporation shall annually make an analysis to determine replacement costs for insurance purposes for all of the then existing improvements for the ensuing year. Said insurance shall not insure against damage to property other than Corporation Property.

(C) Such other insurance as the Board of Directors of the Corporation shall determine from time to time to be desirable. Premiums for such insurance shall be an expense of the Corporation and shall be assessed against and paid by each of the members as provided for in Section 6 hereof.

8.2 Distribution of Proceeds. If a loss occurs for which the proceeds of insurance policies are received, payments under the policies shall be disbursed and expended in the following manner:

(A) To the officers of the Corporation responsible for the conduct of the Corporation's financial affairs. Said officers shall be bonded at the Corporation's expense, at least to the full extent of the insurance proceeds and other funds on hand, and all such payees shall endorse the insurance company's check payable to the Corporation.

(B) If the damage for which the proceeds are paid is to be repaired or reconstructed, the Corporation shall pay the proceeds to defray the costs thereof as elsewhere provided. Any proceeds remaining after the defraying of such costs shall be distributed to the Corporation to be used for the benefit of the members.

(C) If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the members.

8.3 Corporation as Agent. The Corporation is irrevocably appointed agent for each member, the respective unit owners, and for each holder of a mortgage or other lien upon a dwelling unit, and for each owner of any other interest in the Corporation property to adjust all claims arising under insurance policies purchased by the Corporation and to execute and deliver releases for payment of claims.

8.4 Unit Owner's Property. Each member and their respective unit owners shall obtain insurance coverage at their own expense upon their own property and for their own personal liability and living expense.

8.5 Reconstruction or Repair After Casualty. If any part of the Corporation Property shall be damaged by casualty, a decision as to whether or not it shall be reconstructed or repaired shall be made by the Board of Directors of the Corporation. If the proceeds of insurance are not

10.4 Depository. The Corporation shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Corporation funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

10.5 Budget. The Treasurer shall prepare or cause to be submitted to the Board, not later than November 1 of each year, a proposed budget for the next year. The proposed budget shall be detailed and shall show the amounts budgeted for income and expense by accounts. The Board of Directors shall, not later than November 30 of each year, adopt an annual budget for the next fiscal year. A copy of the proposed budget and a notice stating the time, date and place of the meeting at which the budget will be considered shall be mailed to or served on each Director and each member not less than fourteen (14) days prior to that meeting.

10.6 Reserves. In addition to the operating expenses provided in the budget, the Board may establish one or more reserve accounts for contingencies, operating expenses, repairs, improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to minimize the need for special assessments. The amounts proposed to be so reserved shall be shown in the annual budget. These funds may be spent for any purpose approved by the board.

10.7 Special Assessments. Special assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted, or non-recurring expenses, or for such other purposes as are authorized by the Articles of Incorporation, Declaration of Restrictions, or these By-Laws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or credited to the members.

10.8 Fidelity Bonds. The association shall obtain fidelity bonds in accordance with the provisions of Section 718.111 (11) (d), Florida Statutes, as amended, the provisions of which are incorporated herein by reference, on all persons who control or disburse funds on behalf of the association.

11. AMENDMENT OF BY-LAWS. Amendments to these By-Laws shall be proposed and adopted in the following manner:

11.1 Proposal. Amendments to these By-Laws may be proposed by the President or any two (2) Directors.

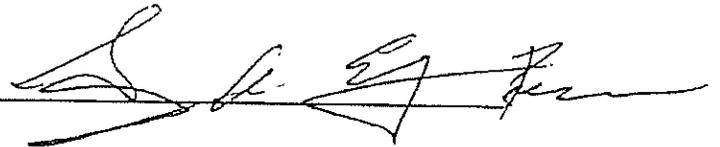
elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

15. Section 718.112 inclusion.

15.1 Section 718.112, Florida Statutes, 1995, and as amended, is incorporated herein by reference and shall control any inconsistent provision herein.

The foregoing constitute the first By-Laws of CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC., and were adopted by the members and the Board of Directors at a special meeting held 6-25, 1999.

CALUSA CAMPGROUND CONDOMINIUM
ASSOCIATION, INC.

By: 

J

Map & List of all Property Owners within 600'

Radius & Mailing Labels

SURROUNDING PROPERTY OWNER NOTIFICATION RADIUS



CALUSA CAMPGROUNDS
SPON LISTING

03/07/2016

ParcelId	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerAddress4
00461560-000000	1932 2ND CT LLC	20295 NE 29TH PL	Aventura, FL 33180	
00541810-000234	245 CALUSA ST LLC	1091 E 26TH ST	HIALEAH, FL 33013	
00541810-000235	7114 SW 135 CT LLC	1091 E 26TH ST	HIALEAH, FL 33013	
00541810-000260	ABASCAL ANTONIA B	17345 SW 280th St	Homestead, FL 33031	
00461580-000000	ABREU CARLOS ALBERTO	100 2ND CT	Key Largo, FL 33037	
00541810-000376	ACOSTA DANIA	325 CALUSA ST LOT 437	KEY LARGO, FL 33037	
00541810-000460	ADAMOWSKI GERALD AND CYNTHIA	407 PARKER ST	ESSEXVILLE, MI 48732	
00541810-000171	AGUILA GILBERTO AND ALINA	6245 W 10TH AVE	HIALEAH, FL 33012	
00541810-000280	ALEJO ANGELA J	3880 E 1ST AVE	HIALEAH, FL 33013	
00541810-000189	ALFONSO ARTURO	7920 SW 12TH ST	MIAMI, FL 33144	
00541810-000106	ALFONSO CARLOS	325 Calusa St	Key Largo, FL 33037	
00541810-000265	ALONSO AURORA M	14227 SW 12th St	Miami, FL 33184	
00541810-000459	ALONSO NICOLAS R AND MARTA A	11322 SW 246TH ST	HOMESTEAD, FL 33032	
00529860-000000	ALVARADO CARLOS	5841 SW 94th Ct	Miami, FL 33173	
00541810-000207	ALVAREZ ELIAS ARMANDO TRUST 6/7/2013	PO Box 22427	Hialeah, FL 33002	
00529910-000000	ALVAREZ JUVENTINO	50 WATERWAYS DR	KEY LARGO, FL 33037	
00541810-000138	ALVAREZ LUIS A AND MERCEDES FAMILY TRUST 9/25/2017	8904 SW 81st Ter	Miami, FL 33173	
00541810-000199	ALVAREZ MARISOL LEON	3565 SW 132nd Ave	Miami, FL 33175	
00541810-000244	ALVAREZ PEDRO J AND XIOMARA	10845 SW 41ST TER	MIAMI, FL 33165	
00541810-000393	ALVAREZ ROGELIO J	8461 SW 30th St	Miami, FL 33155	
00461530-000100	AMADOR-VALE MONICA	188 1st Ct	Key Largo, FL 33037	
00461500-000000	AMR KEYS LLC	10365 NW 128th Ter	Hialeah, FL 33018	
00541810-000317	ANTHONY AND BROTHERS REALTY LLC	501 NW 136th Ave	Miami, FL 33182	
00529940-000000	ANTON JORGE L AND CARIDAD	1180 NW 26TH AVENUE RD	MIAMI, FL 33125	
00541810-000369	ARRIAGA FLORENTINA	23150 SW 167th Ave	Miami, FL 33170	
00541810-000416	ARTAYETA CARLOS AND EILEEN	12930 SW 107TH TER	MIAMI, FL 33186	
00087340-000000	ATALA FARESH MIGUEL	103100 Overseas Hwy	Key Largo, FL 33037	
00541810-000229	ATORRESAGASTI MANUEL S AND GEORGINA	100 SW 128TH AVE	PLANTATION, FL 33325	
00541810-000165	AUJAS JR JOSE	8291 NW 167th Ter	Miami Lakes, FL 33016	
00541810-000150	AUMAIS CHANTAL	325 Calusa St	Key Largo, FL 33037	
00461130-000000	AXES GROUP INTERNATIONAL LLC	4300 SW 4TH ST	CORAL GABLES, FL 33134	
00541810-000300	AZOY LIANYS MARIA	315 Romano Ave	Coral Gables, FL 33134	
00541810-000411	AZULAC LLC	PO Box 373353	Key Largo, FL 33037	
00541810-000227	B G AND R A LLC	237 Rainbow Dr	Livingston, TX 77399	
00462870-000000	BAILEY DOYLE G	213 Buttonwood Ave	Key Largo, FL 33037	
00541810-000208	BALLESTER EDDY	2701 SW 79TH AVE	MIAMI, FL 33155	
00541810-000219	BALUJA JESUS MIGUEL	14010 Leaning Pine Dr	Miami Lakes, FL 33014	
00541810-000406	BARCELO OSVANY JAVIER	2904 MASON LN	WYLIE, TX 75098	
00087560-000000	BARKETT THOMAS REV TR 3/29/1990	2000 SW 4th Ave	Miami, FL 33129	
00541810-000380	BARNES SOFIA	3179 W 71ST PL	HIALEAH, FL 33018	
00541810-000182	BARRIOS GUILLERMO	325 Calusa St	Key Largo, FL 33037	
00541810-000147	BARRIOS JOSE A AND DELFINA J	5345 NW 173RD DR	MIAMI GARDENS, FL 33055	
00461250-000000	BARRIOS MODESTA	2394 SW 19TH ST	MIAMI, FL 33145	
00541810-000420	BARVE CARRIE	222 Wildwood Beach Rd	Quincy, MI 49082	
00541810-000312	BASTO DANIELLE	10230 SW 41st Ter	Miami, FL 33165	
00541810-000224	BAY VIEW PROPERTIES LLC	PO Box 371974	Key Largo, FL 33037	
00541810-000354	BECERRA GIRALDO	3144 SW 156th Pl	Miami, FL 33185	
00461280-000000	BELLISARI SANDRA M AND ARTHUR ANDREW	684 SW 5TH ST	BOCA RATON, FL 33486	
00460940-000000	BELLO ALEJANDRO	14243 SW 15TH ST	MIAMI, FL 33184	
00541810-000322	BENITEZ MIGUEL J	530 W 66th St	Hialeah, FL 33012	
00461100-000000	BENNETT II STEVEN	330 3rd Rd	Key Largo, FL 33037	
00529900-000000	BERGQUIGNAN CLAUDIA M H/W	12220 SW 95th Ave	Miami, FL 33176	
00462720-000000	BERRY DANIEL T	1225 NE 172nd St	Miami, FL 33162	
00541810-000320	BERSANI ANN MARIE	7047 Lakeshore Rd	Cicero, NY 13039	
00086580-000000	BEZANILLA RAFAEL A	940 SW 36th Ct	Miami, FL 33135	
00461210-000000	BICKLEY ALBERT D	1662 MIDDLEBURY RD	MIDDLEBURY, CT 06762	
00461550-000000	BICKLEY EDWARD D AND DEBORAH A	249 CIRCLE DR	STRATFORD, CT 06614	
00541810-000298	BLUE SEA 353 CORP	1032 SW 121st Ct	Miami, FL 33184	
00541810-000399	BOLUFE ANA C	17730 NW 87TH CT	HIALEAH, FL 33018	
00541810-000217	BOMBARDIER PIERRE	325 CALUSA ST LT 218	KEY LARGO, FL 33037	
00541810-000104	BORGES ALBERTO	1921 NW 36th Ave	Miami, FL 33125	
00541810-000214	BORGES GLADYS	15158 NW 89th Ave	Hialeah, FL 33018	
00460930-000000	BOSCH II ALLAN W H/W	196 Buttonwood Ave	Key Largo, FL 33037	
00541810-000267	BOSCH WILLIAM AND MARTHA	5760 W 13TH AVE	HIALEAH, FL 33012	
00460890-000000	BOSWORTH DEAN AND LINDA	329 MAHOGANY DR	KEY LARGO, FL 33037	
00541810-000445	BOYCE FAYE H/W	1920 Laughlin Rd	North Port, FL 34288	
00541810-000375	BUSTAMANTE JUAN C SR	1031 SW 124TH CT	MIAMI, FL 33184	
00541810-000166	BUSTAMANTE SHANNON AND ENOE	282 E 13TH ST	HIALEAH, FL 33010	
00463010-000000	BUTLER ALICE M	243 W 2ND CT	KEY LARGO, FL 33037	
00461040-000000	BUTTONWOOD AVE INVESTMENTS LLC	7378 SW 48TH ST STE B	MIAMI, FL 33155	
00461460-000000	CACERES LUIS	142 1ST CT	KEY LARGO, FL 33037	
00541810-000295	CALLEIRO LUIS M	5700 SW 156th Ct	Miami, FL 33193	
00541810-000101	CALUSA ONE LLC	9 Island Ave	Miami Beach, FL 33139	
00541810-000246	CAMBON ENRIQUE	19201 SW 196TH ST	MIAMI, FL 33187	
00541810-000180	CAMPUZANO ISABEL CRISTINA	10281 SW 44TH ST	MIAMI, FL 33165	
00461270-000000	CANOURA ELIZABETH	1290 W 62ND ST	HIALEAH, FL 33012	
00460980-000000	CAPITANO FRANCESCA M	128 ATKINSON RD	ROCKVILLE CENTRE, NY 11570	
00541810-000379	CARDENACHE FIDEL	5135 E 9th Ct	Hialeah, FL 33013	
00541810-000102	CARRALBAL ERNESTO	7601 E Treasure Dr	North Bay Village, FL 33141	
00541810-000278	CARRERO SIMEON AND MARLEN C REVOCABLE TRUST 3/1/2016	7934 NW 190th Ln	Hialeah, FL 33015	
00541810-000344	CASTILLA INGRID GUZMAN	7211 W 24th Ave	Hialeah, FL 33016	
00541810-000123	CASTRILLON NICOLE MARIE	10300 SW 51st St	Miami, FL 33165	
00541810-000196	CELADA DAVID AND ANA	17331 NW 53RD AVE	MIAMI GARDENS, FL 33055	
00541810-000437	CELADA LUCIA M	4055 E 2ND AVE	HIALEAH, FL 33013	
00541810-000372	CHAVEZ ANTONIA ELIZABETH H/W	5911 SW 9th Ter	West Miami, FL 33144	
00541810-000141	CHIROLE DAVID	10740 SW 123RD ST	MIAMI, FL 33176	
00541810-000140	CHIROLE ENTERPRISES LLC	15465 SW 21ST TER	MIAMI, FL 33185	
00541810-000210	CHRISTIAN AND BROTHERS REALTY LLC	501 NW 136th Ave	Miami, FL 33182	

CALUSA CAMPGROUNDS
SPON LISTING

03/07/2019

ParcelId	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerAddress4
00541810-000356	COMAS JORGE L	5971 SW 11TH ST	WEST MIAMI, FL 33144	
00541810-000256	COMAS MIGUEL AND MARTHA	205 NW 119TH CT	MIAMI, FL 33182	
00541810-000348	CONCEPCION SANDRA E	17710 SW 136th Ct	Miami, FL 33177	
00541810-000170	CORONEL PATRICIA M	2726 SW 5th Ave	Miami, FL 33129	
00541810-000353	CORTINA JR NICOLAS	5391 W 6th Ave	Hialeah, FL 33012	
00541810-000201	COUSINEAU PATRICK	319 CHEMIN DE LA CÔTE St	Blainville, QC J7E	
00541810-000155	COUSINEAU STEPHANE	2540 RUE DE LA GIBOULEE	TERREBONNE, QC J6X 4S3	
00529990-000000	CUPPETT REID T	7 Harbor Dr	Key Largo, FL 33037	
00462750-000000	CZACHOR EDWARD AND PAMELA J REV TR AGR 11/19/09	224 W SECOND CT	KEY LARGO, FL 33037	
00541810-000142	D & AG REALTY LLC	325 Calusa St	Key Largo, FL 33037	
00541810-000240	D AND DC INVESTOR GROUP LLC	14238 SW 170TH ST	MIAMI, FL 33177	
00461540-000000	DARWIN SHERWOOD J	512 S Franklin St	Whitewater, WI 53190	
00541810-000176	DE ATCE VIRGILIO G	1947 SW 131ST PLACE CT	MIAMI, FL 33175	
00541810-000297	DE FATIMA ADALIGIA	5020 NW 190th St	Miami Gardens, FL 33055	
00463060-000000	DE LA GRANA FRANK	8102 NW 164th Ter	Miami Lakes, FL 33016	
00541810-000333	DE LA TORRE RAMSES	3310 SW 103rd Ct	Miami, FL 33165	
00529700-000000	DE LEON FERNANDO	1923 SE 10th St	Homestead, FL 33035	
00541810-000432	DE LEON YORDY PONCE	14459 SW 31ST ST	MIAMI, FL 33175	
00461300-000000	DEAN KENNETH L SR AND KAREN	1081 JACKSON PIKE	HARRODSBURG, KY 40330	
00541810-000114	DEARMAS JORDAN	9006 SW 213th St	Cutler Bay, FL 33189	
00461530-000000	DECECCO REBECCA	122 Bessie Rd	Tavernier, FL 33070	
00460960-000000	DEL BUSTO CESAR GARCIA	9639 NW 47th Ter	Doral, FL 33178	
00541810-000203	DELGADO ERIC	17902 NW 78TH AVE	HIALEAH, FL 33015	
00541810-000394	DELGADO JOSE J AND IRENE	1815 WEST 68 ST	HIALEAH, FL 33014	
00541810-000205	DELGADO MARTHA M REV TRUST	830 SW 146th Ter	Pembroke Pines, FL 33027	
00541810-000384	DELGADO SIGFREDO JR REVOCABLE TRUST	8090 Hawthorne Ave	Miami Beach, FL 33141	
00541810-000430	DELGADO ULISSES	14804 SW 31st Ter	Miami, FL 33185	
00541810-000391	DELGADO YDALMI C	7359 W 18TH AVE	HIALEAH, FL 33014	
00541810-000373	DERKACZ CARMEN O	7848 SW 103rd Pl	Miami, FL 33173	
00541810-000119	DEVIS AIDE	2899 Collins Ave	Miami Beach, FL 33140	
00541810-000228	DIAZ ARNOLD AND DAMARIS	15512 NW 82ND PL	HIALEAH, FL 33016	
00541810-000254	DIAZ JOSE AND MARIA DEL CARMEN (H/W)	10211 SW 6TH ST	MIAMI, FL 33174	
00462840-000000	DIAZ RUBEN G AND CECILIA	441 EAST 15 ST	HIALEAH, FL 33010	
00541810-000353	DIAZ SHEILA B	50 W 23rd St	Hialeah, FL 33010	
00461510-000000	DIAZ-COBO ODALYS	186 1st Ct	Key Largo, FL 33037	
00541810-000361	DIINICOLA ALBERT A	PO Box 370460	Key Largo, FL 33037	
00541810-000308	DISPIRITO JAMES EDWARD	PO Box 2623	Montauk, NY 11954	
00541810-000397	DNR 458 LLC	8510 SW 97TH RD	MIAMI, FL 33173	
00541810-000398	DNR 459 LLC	8510 SW 97 RD	MIAMI, FL 33173	
00541810-000264	DONADO LEONOR	172 Truxton Dr	Miami Springs, FL 33166	
00461310-000000	DORN KENNETH C	PO Box 373287	Key Largo, FL 33037	
00541810-000378	DUFFIN BOYD	5431 Oak Ridge Ave	Fort Myers Beach, FL 33931	
00541810-000262	DUNKLEY THE FAMILY TRUST 05/02/2011 RESTATED 8/27/2018	55 W 16th St	Hialeah, FL 33010	
00541810-000291	DURAN DAISY	645 NW 129th Pl	Miami, FL 33182	
00541810-000186	DURAND MICHELLE MONICE	10802 SW 142nd Ct	Miami, FL 33186	
00541810-000370	DYER NANCY	325 Calusa St	Key Largo, FL 33037	
00529950-000000	EAGAN LUCILA	PO Box 521211	Miami, FL 33152	
00541810-000390	EGUED ANGEL AND MERCEDES	11350 SW 41ST TER	MIAMI, FL 33165	
00541810-000305	ENRIQUEZ ALEIDA	12905 SW 42nd Ter	Miami, FL 33175	
00541810-000417	ESCOBAR LAURA REV TRUST 6/8/06	7770 SUNSET DR	MIAMI, FL 33143	
00529780-000000	ESPINOSA JOHN G	10605 SW 128th Ter	Miami, FL 33176	
00541810-000179	ESPINOSA SANTIAGO	9704 NW 127TH TER	HIALEAH, FL 33018	
00462770-000000	ESTEBAN MANUEL	13305 SW 37th Ter	Miami, FL 33175	
00541810-000274	ESTEVEZ ALBERTO	325 Calusa St	Key Largo, FL 33037	
00461150-000000	ESTRADA JESUS	6101 SW 28th St	Miami, FL 33155	
00541810-000457	FALCON JOSE	100 SW 124TH AVE	MIAMI, FL 33184	
00541810-000257	FASANO MICHAEL	21374 242ND St	Homestead, FL 33031	
00461650-000000	FAY VICKY A	C/O SCHMEISER JAMES P	120 2ND CT	Key Largo, FL 33037
00541810-000215	FELL THOMAS A	3241 SE South Lookout Blvd	Port Saint Lucie, FL 34984	
00541810-000346	FERNANDEZ ANA	325 Calusa St	Key Largo, FL 33037	
00541810-000302	FERNANDEZ ANGEL L	8327 SW 163rd Ave	Miami, FL 33193	
00461610-000000	FERNANDEZ ANGEL P AND MARIA C	1540 BIARRITZ DR	MIAMI BEACH, FL 33141	
00463080-000000	FERNANDEZ CATHY	215 W 2ND CT	KEY LARGO, FL 33037	
00541810-000377	FERNANDEZ JOSBEL	19830 SW 129th Ave	Miami, FL 33177	
00541810-000449	FERNANDEZ JOSE ROGELIO	23215 SW 187 AVE	HOMESTEAD, FL 33031	
00541810-000439	FERNANDEZ JUAN BLEMILL	325 Calusa St	Key Largo, FL 33037	
00461160-000000	FERNANDEZ LUISA	3929 SW 60TH AVE	MIAMI, FL 33155	
00541810-000355	FERNANDEZ MANUEL AND ALBA LIVING TRUST 2/11/2000	7090 SW 99th Ave	Miami, FL 33173	
00460870-000000	FERNANDEZ WILFREDO E AND SILVIA	158 BUTTONWOOD AVE	KEY LARGO, FL 33037	
00541810-000194	FERRADAS AILEEN	19860 NW 78TH PATH	HIALEAH, FL 33015	
00541810-000301	FONTELA MARIO	PO Box 373046	Key Largo, FL 33037	
00541810-000185	FRANCO JOSE A	8925 SW 162nd Ter	Palmetto Bay, FL 33157	
00541810-000268	FUNDORA WILLIAM	1240 NORTH DR	MIAMI, FL 33179	
00541810-000288	FUNES ARCHITECTURE INC RETIREMENT TRUST 12/30/2015	6365 Collins Ave	Miami Beach, FL 33141	
00541810-000289	FUNES FAMILY TR 8/7/2008	6365 Collins Ave	Miami Beach, FL 33141	
00541810-000129	GALLARDO HOLDCO LLC	13507 SW 137TH AVE	MIAMI, FL 33186	
00541810-000127	GALLARDO JOSE S	13507 SW 137th Ave	Miami, FL 33186	
00541810-000117	GALLO LUIS C	15329 SW 41st Ter	Miami, FL 33185	
00541810-000455	GALVEZ AGNES Y	14714 SW 38TH TER	MIAMI, FL 33185	
00541810-000465	GALVEZ JR MANUEL A	11236 SW 166th Ter	Miami, FL 33157	
00461120-000000	GARCIA DEL BUSTO ELVIRA	9639 NW 47th Ter	Doral, FL 33178	
00541810-000313	GARCIA DUNIA LOPEZ	8814 NW 153rd Ter	Miami Lakes, FL 33018	
00541810-000418	GARCIA IRIS M	7315 SW 39TH ST	MIAMI, FL 33155	
00530090-000000	GARCIA LAZARO	3634 SW 150th Ct	Miami, FL 33185	
00541810-000325	GARCIA LIVIA	14373 SW 62nd St	Miami, FL 33183	
00541810-000337	GARCIA TOMAS	6550 Scott St	Hollywood, FL 33024	
00541810-000173	GCR INVESTMENTS LTD	8820 SW 57th St	Miami, FL 33173	
00541810-000306	GIL EMILY G	13100 NE 13th Ave	North Miami, FL 33161	

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ParcelId	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerAddress4
00541810-000181	GIRALDO LUIS FERNANDO AND CARMENZA	12805 SW 119TH TER	MIAMI, FL 33186	
00541810-000195	GOMEZ GUILLERMO A AND PATRICIA G	15966 SW 100TH LN	MIAMI, FL 33196	
00541810-000168	GOMEZ RUBEN AND ZOBEIDA	15104 SW 148TH CT	MIAMI, FL 33196	
00541810-000328	GONZALEZ ABDEL K	9040 SW 48th St	Miami, FL 33165	
00541810-000198	GONZALEZ BALBINA SOSA	15327 SW 58th Ter	Miami, FL 33193	
00541810-000296	GONZALEZ FELIX MEDINA	13230 SW 32nd St	Miami, FL 33175	
00462820-000000	GONZALEZ GUILLERMO G	233 Buttonwood Ave	Key Largo, FL 33037	
00541810-000202	GONZALEZ JACOBO	325 Calusa St	Key Largo, FL 33037	
00541810-000135	GONZALEZ JOSE D AND MARITZA	7901 SW 20TH ST	MIAMI, FL 33155	
00541810-000451	GONZALEZ MARIYEL	325 CALUSA ST LOT 514	KEY LARGO, FL 33037	
00541810-000156	GONZALEZ MILAGROS I	1941 SW 19th St	Miami, FL 33145	
00541810-000250	GONZALEZ PEDRO AND MEDELIEINE	9021 SW 94TH CT	MIAMI, FL 33176	
00541810-000292	GONZALEZ RAYMOND	3250 NW 16th Ter	Miami, FL 33125	
00541810-000343	GRANDA VICTOR	51 E 15th St	Hialeah, FL 33010	
00541810-000160	GRAU JOSE F L/E	1433 Kittiwake Ct	Homestead, FL 33035	
00541810-000326	GRAVIER LUIS G	2220 SW 24th Ter	Miami, FL 33145	
00541810-000231	GRECCO SHERRI	2057 Montpelier	Weston, FL 33326	
00541810-000458	GRIJALBA JACQUELINE	325 Calusa St	Key Largo, FL 33037	
00541810-000282	GRULLON JOSE A	12923 SW 133rd Ct	Miami, FL 33186	
00541810-000259	GUIDI ARNOLD	9702 SW 56 TER	MIAMI, FL 33173	
00541810-000237	GUTIERREZ TANYA	16561 SW 145TH CT	MIAMI, FL 33177	
00461320-000000	HALEY SHIRLEY	137 Buttonwood Ave	Key Largo, FL 33037	
00461010-000000	HALPHEN JR ROGER	56 Curtiss Pkwy	Miami Springs, FL 33166	
00541810-000431	HARDING SUSAN P LIVING TRUST 11/28/2007	11212 Musgrave Pkwy	Huntley, IL 60142	
00541810-000360	HARWOOD FRANKLIN R	6616 Ski Ln	Milton, FL 32583	
00541810-000350	HAWKINS ALBERT E	325 Calusa St	Key Largo, FL 33037	
00529740-000000	HELLWIG JR HOWARD	46 Inlet Dr	Key Largo, FL 33037	
00541810-000144	HERNANDEZ EMINALDO AND IDIANA	91 W 33RD ST	HIALEAH, FL 33012	
00541810-000318	HERNANDEZ ENRIQUE	19470 NW 87th Pl	Hialeah, FL 33018	
00541810-000279	HERNANDEZ JOSE M	3525 W 72ND PL	HIALEAH, FL 33018	
00541810-000415	HERNANDEZ JUAN C AND RAQEL	15051 SW 63RD TER	MIAMI, FL 33193	
00541810-000310	HERNANDEZ NANCY A L/E	9220 SW 42nd Ter	Miami, FL 33165	
00541810-000357	HERNANDEZ PEDRO AND YARMILA	3001 SW 80TH AVE	MIAMI, FL 33155	
00541810-000329	HERRERA DAVID	12320 SW 99th Ave	Miami, FL 33176	
00541810-000341	HERRERA FRANK	16980 NW 44th Ave	Miami Gardens, FL 33055	
00529850-000000	HOHENBERGER DAVID L 2ND AMD DEC OF TRUST 11/20/2015	62 Waterways Dr	Key Largo, FL 33037	
00460970-000000	HOPPER JUSTIN AND ASHLEY	212 BUTTONWOOD AVE	KEY LARGO, FL 33037	
00461290-000000	HORNER JERRY A AND DIANE M	PO BOX 359	OTISVILLE, NY 10963	
00530050-000000	HUFFMAN KERRI	19 Harbor Dr	Key Largo, FL 33037	
00541810-000345	IGLESIAS AMPARO	7483 W 30th Ln	Hialeah, FL 33018	
00541810-000438	IGLESIAS JUAN J AND ZORAIDA C LIVING TRUST 6/30/2016	947 E 19TH ST	HIALEAH, FL 33013	
00541810-000149	IJC KEY LARGO CORP	3126 CORAL WAY	CORAL GABLES, FL 33145	
00529930-000000	J & I TORRES LLC	16955 SW 182ND AVE	MIAMI, FL 33187	
00462790-000000	JAYMAY LLC	4021 SW 153rd Ct	Miami, FL 33185	
00541810-000163	JERDANI CORPORATION	116 SEVENTH LN	KEY LARGO, FL 33037	
00541810-000252	JIMENEZ DAYSE	100 E 42ND ST	HIALEAH, FL 33013	
00541810-000349	JIMENEZ JOAQUIN A	359 W 15th St	Hialeah, FL 33010	
00541810-000221	JOHNSON DAVID	1711 Riviera Ct	Point Pleasant Boro, NJ 08742	
00541810-000365	JOHNSON LINDA A	205 Bath Rd	Brunswick, ME 04011	
00541810-000323	JOHNSTON MARIA	560 El Dorado Pkwy	Plantation, FL 33317	
00463040-000000	JORDON ROGER WAYNE	231 W 2nd Ct	Key Largo, FL 33037	
00541810-000130	JR&F FAMILY INVESTMENT LLC	20535 SW 89th Ave	Cutler Bay, FL 33189	
00541810-000466	KALAF ALEJANDRO J	12281 SW 194th St	Miami, FL 33177	
00541810-000206	KELLER CLOTILDE C	6821 SW 155TH AVE	MIAMI, FL 33193	
00461620-000000	KERNODLE WALTER BARON AND SYLVIA MUNOZ	234 SW 180TH AVE	PEMBROKE PINES, FL 33029	
00461190-000000	KEY LARGO 186 CORP	12071 McGregor Blvd	Fort Myers, FL 33919	
00087350-000000	KEY LARGO TREE LLC	696 NE 125th St	North Miami, FL 33161	
00530070-000000	KILBURN JUDY	12945 SW 80 AVE	MIAMI, FL 33156	
00461570-000000	KNOWLES DONNA	18221 NW 85th Ave	Hialeah, FL 33015	
00541810-000332	KORTE SALLIE J	PO Box 373312	Key Largo, FL 33037	
00529800-000000	KRAMER ROBERT	11451 SW 102nd St	Miami, FL 33176	
00529830-000000	KUKHTOVA CLESYA	18201 COLLINS AVE APT 1001A	SUNNY ISLES BEACH, FL 33160	
00541810-000456	LACROSSE-LYTER 2008 REVOCABLE TRUST 11/25/2008	11715 Souza Ln	Sonora, CA 95370	
00460850-000000	LAHERA RAFAEL L/E	152 BUTTONWOOD AVE	KEY LARGO, FL 33037	
00541810-000139	LAMBERT ROBERT W AND ALFONSIA B	421 PAYNE RD	KINGSLEY, PA 18826	
00460900-000000	LANDIN MICHAEL	12250 SW 31 ST	MIAMI, FL 33175	
00463070-000000	LARSON CAROL J REV TR 1/26/1999	4301 N Paulina St	Chicago, IL 60613	
00541810-000367	LATOUR JR ALFREDO M	772 NW 129th Ave	Miami, FL 33182	
00541810-000134	LAUREL BEATRIZ	2722 SW 156 AVE	MIAMI, FL 33185	
00461640-000000	LAWLER DANIEL L/E	PO Box 370975	Key Largo, FL 33037	
00087320-000000	LEBOEUF MICHAEL REVOCABLE TRUST 4/21/2010	42 SE Marlin Ave	Key Largo, FL 33037	
00460790-000000	LIMA CARLOS E	16400 SW 47th Ter	Miami, FL 33185	
00463090-000000	LINOWITZ ISABEL	211 W 2nd Ct	Key Largo, FL 33037	
00541810-000249	LLADO EDUARDO AND MABEL GARCIA	10804 SW 142ND PL	MIAMI, FL 33186	
00541810-000136	LLANES ROSABEL	4209 W 6th Ave	Hialeah, FL 33012	
00530100-000000	LOCKE DARRYL L	15 Canal Dr	Key Largo, FL 33037	
00541810-000407	LOPEZ GLADYS	325 Calusa St	Key Largo, FL 33037	
00541810-000435	LOPEZ HELEN	10307 NW 9TH STREET CIR APT 201	MIAMI, FL 33172	
00541810-000120	LOPEZ PEDRO	7675 NW 68th Ct	Medley, FL 33166	
00541810-000204	LOPEZ REINIER	8600 SW 4TH ST	MIAMI, FL 33144	
00541810-000154	LOPEZ SAMUEL AND GEORGINA	311 SW 55TH AVE	CORAL GABLES, FL 33134	
00541810-000158	LORENZO-LUACES MARIO ALEJANDRO	9401 SW 106TH AVE	MIAMI, FL 33176	
00541810-000112	LORITES ALINA	325 Calusa St	Key Largo, FL 33037	
00460830-000000	LOS CEDASOS INC	2 Drury Dr	Key Largo, FL 33037	
00529810-000000	LOSADA OSCAR	3475 MYSTIC POINTE DR APT TH11	AVENTURA, FL 33180	
00461260-000000	LUIS JORGE	169 BUTTONWOOD AVE	KEY LARGO, FL 33037	
00541810-000400	LUZARDO BLANCA E H/W	3853 SW 145th Pl	Miami, FL 33175	
00541810-000188	LYNCH ESTELA D	7760 NW 175TH ST	HIALEAH, FL 33015	

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ParcelId	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerAddress4
00541810-000446	MACHADO ERICK	2177 NW 18TH ST	MIAMI, FL 33125	
00541810-000434	MACHADO JOSE H	661 NW 132ND PL	MIAMI, FL 33182	
00541810-000307	MACKINSON JOHN W	10091 SW 144th St	Miami, FL 33176	
00541810-000435	MALAGON ARGELIO	7812 SW 34TH TER	MIAMI, FL 33155	
00541810-000335	MANKO MARIANNE	1830 NE 42nd St	Pompano Beach, FL 33054	
00529920-000000	MANSON JOHN	PO BOX 362	FOWLERVILLE, MI 48836	
00541810-000107	MARINO ANA M	2921 SW 10th St	Miami, FL 33135	
00461330-000000	MARR RICHARD JAY	117 BUTTONWOOD AVE	KEY LARGO, FL 33037	
00541810-000284	MARRERO JENARO AND MARIA ELENA	5875 W 20 AVE	HIALEAH, FL 33012	
00541810-000414	MARRERO LUISA	15700 SW 103rd Pl	Miami, FL 33157	
00541810-000392	MARTIN ANITA	1388 WESTWARD DR	MIAMI SPRINGS, FL 33166	
00541810-000304	MARTINEZ ALFREDO	8301 NW 172ND ST	HIALEAH, FL 33015	
00541810-000401	MARTINEZ DIEGO I AND CLARA L	8915 NW 148TH ST	HIALEAH, FL 33018	
00541810-000386	MARTINEZ JOSE A	12940 SW 19TH DR	HOLLYWOOD, FL 33027	
00461170-000000	MARTINEZ JUAN	57 E 58TH ST	HIALEAH, FL 33013	
00541810-000241	MARTINEZ LILIANNE	8760 SW 133rd Avenue Rd	Miami, FL 33183	
00462860-000000	MARTINEZ MARITERE AND MANUEL	19422 NW 47TH PL	MIAMI GARDENS, FL 33055	
00541810-000404	MARTINEZ MAXI	325 Calusa St	Key Largo, FL 33037	
00541810-000440	MARTINEZ MELVIS	6355 SW 30TH ST	MIAMI, FL 33155	
00541810-000385	MARTINEZ ROSIE	3255 W Flagler St	Miami, FL 33135	
00461340-000000	MATILLA FILIBERTO L/E	115 Buttonwood Ave	Key Largo, FL 33037	
00541810-000209	MAYNARD J SMITH MOBILE HOMES AND R V LIMITED	PO BOX 409	OKOBOJI, IA 51355	
00541810-000272	MCGEE RONALD P	2256 State Route 59	Kent, OH 44240	
00541810-000441	MCINTYRE MICHAEL B	1042 2ND ST	WYANDOTTE, MI 48192	
00541810-000293	MDE COMPANY LLC	6500 SW 14th St	Miami, FL 33144	
00541810-000358	MEDINA GERSON L AND CARMEN	501 E 8TH ST	HIALEAH, FL 33010	
00461220-000000	MEIZOSO JUAN LAZARO	4633 SW 159th Ave	Miami, FL 33185	
00541810-000245	MELENDEZ IRAN DOMINGO	12748 SW 49th Ct	Miramar, FL 33027	
00541810-000447	MERVARDO CORPORATION	10101 COLLINS AVE APT 5B	BAL HARBOUR, FL 33154	
00541810-000290	MICHAELSON ALAN J LIVING TRUST	23 Devant Dr E	Okatie, SC 29909	
00541810-000175	MICHIS GLOBAL INVESTMENT LLC	1150 NW 72ND AVE STE 512	MIAMI, FL 33126	
00541810-000263	MILIAN MARIA R REV TRUST 01/30/2019	4055 SW 138th Ave	Miami, FL 33175	
00541810-000281	MILLAN DAMIAN	13251 SW 107TH AVE	MIAMI, FL 33176	
00529760-000000	MILLON ERIKA	10701 SW 92nd Ave	Miami, FL 33176	
00541810-000266	MILZ BARBARA	5117 Grant St	Hollywood, FL 33021	
00541810-000429	MIRANDA GUSTAVO	33 FLAGLER DR	MIAMI, FL 33166	
00541810-000151	MMT LIVING TRUST OF 2010	3851 NW 177TH ST	MIAMI GARDENS, FL 33055	
00461230-000000	MOHR DOUGLAS J AND WENDY J	33 TRAILS END CRESENT	YELLOWKNIFE, NORTHWEST TERRITORIES X1A 1A4	
00541810-000178	MOLD BRIAN L AND DEBRA K	PO BOX 694	RUSH CITY, MN 55069	
00087310-000000	MONROE COUNTY	1200 Truman Ave	Key West, FL 33040	
00541810-000233	MONSERRAT REALTY LLC	2456 NE 26th St	Lighthouse Point, FL 33064	
00461110-000000	MONTERO BARBARA H/W	1564 SW 12th Ave	Miami, FL 33129	
00461090-000000	MONZON ANTONIO	6840 SW 19th St	Miami, FL 33155	
00541810-000132	MORALES ILEMA DE LA CARIDAD	325 Calusa St	Key Largo, FL 33037	
00541810-000131	MOREJON ALBERTO	325 CALUSA ST	KEY LARGO, FL 33037	
00541810-000387	MOREJON NANCY	511 EAST 44 ST	HIALEAH, FL 33013	
00541810-000327	MORELL LESTER	325 Calusa St	Key Largo, FL 33037	
00541810-000294	MORELL SANDRA	325 Calusa St	Key Largo, FL 33037	
00541810-000222	MORENA JOAN JOAN	992 Perry Hwy	Pittsburgh, PA 15237	
00541810-000269	MORLOTE LUIS MANUEL	2821 SW 142nd Ct	Miami, FL 33175	
00529610-000000	MOSES DOROTHY P	1 Harbor Dr	Key Largo, FL 33037	
00530020-000000	MOV INVESTMENT OF MIAMI LLC	16300 SW 137th Ave	Miami, FL 33177	
00530030-000000	MOV INVESTMENTS OF MIAMI LLC	16300 137TH AVE	Miami, FL 33177	
00541810-000110	MURGA MARISELA	3722 SW 85th Ave	Miami, FL 33155	
00460810-000000	MURPHY WILLIAM F	C/O MURPHY AND OBRIEN	555 NE 15TH ST STE 104	MIAMI, FL 33132
00541810-000242	NADAL ALBERT	760 71ST PI	Hialeah, FL 33014	
00541810-000412	NARIO NAYRA	325 CALUSA	KEY LARGO, FL 33035	
00462890-000000	NARVATE LIDIA A	24 NW 136th Pl	Miami, FL 33182	
00462900-000000	NARVATE LIDIA A H/W	195 Buttonwood Ave	Key Largo, FL 33037	
00461360-000000	NAVARRO GUALBERTO L	301 Ryan Ave	Key Largo, FL 33037	
00541810-000109	NCA BLANCO LLC	620 W 73rd Pl	Hialeah, FL 33014	
00541810-000239	NELSON CHRISTOPHER AND LORI	325 CALUSA ST 250	KEY LARGO, FL 33037	
00541810-000148	NICOLAS GRISEL	325 Calusa St	Key Largo, FL 33037	
00541810-000190	NIETO LAZARO	1319 N 74th Ter	Hollywood, FL 33024	
00462760-000000	NIGRO CAROLYN ANN	2497 SW 12th Ct	Deerfield Beach, FL 33442	
00541810-000255	NOGUEIRA REYCIEL	325 Calusa St	Key Largo, FL 33037	
00541810-000452	NOSE 4 DIVING LLC	740 NW 91 AVE	PEMBROKE PINES, FL 33024	
00541810-000423	OLIVA CARLOS A	325 CALUSA ST	KEY LARGO, FL 33037	
00541810-000169	ONDARZA ALEXANDER	190 SW 129TH AVE	MIAMI, FL 33184	
00541810-000232	OPP INVESTMENTS LLC	2050 SW 135TH AVE	MIAMI, FL 33175	
00541810-000273	ORASI MERCEDES	11720 SW 77TH AVE	MIAMI, FL 33156	
00541810-000159	OROZCO MARISEL	3271 NW 101st St	Miami, FL 33147	
00541810-000167	ORTA ARMANDO AND BERTA	14940 SW 168TH ST	MIAMI, FL 33187	
00541810-000172	ORTA DALIA	5420 SW 147th Pl	Miami, FL 33185	
00541810-000309	ORTEGA ARLENE	8360 SW 45th St	Miami, FL 33155	
00541810-000145	ORTEGA MARCOS A	719 W 39TH PL	HIALEAH, FL 33012	
00541810-000408	ORTIZ LEONARDO AND MAYRA C	17811 NW 81ST AVE	HIALEAH, FL 33015	
00461470-000000	O'STEEN MARILOU	114 Atlantic Dr	Key Largo, FL 33037	
00541810-000108	OVES RONIEL	14042 SW 48th St	Miami, FL 33175	
00541810-000126	PABLOS MANUELA	PO Box 370112	Key Largo, FL 33037	
00541810-000276	PAEZ CHRISTINA DIEZ H/W	PO Box 372564	Key Largo, FL 33037	
00530010-000000	PAEZ ELADIO M	13300 SW 79th St	Miami, FL 33183	
00541810-000213	PAGES BARBARA	6240 SW 79TH CT	MIAMI, FL 33143	
00541810-000362	PALMER ESTHER M	3010 SW 139th Ave	Davie, FL 33330	
00541810-000424	PALMER ROBERT AND EVE	7773 EMBASSY BLVD	MIRAMAR, FL 33023	
00541810-000463	PARDAL ELVIS ALEXANDER	2250 SW 81st Ave	Miami, FL 33155	
00541810-000409	PARDAL LAURA MARIE	5296 SW 91st Ave	Miami, FL 33165	
00541810-000223	PARTONS PARADISE LLC	1090 GREEN GLEN Dr	Garnet Valley, PA 19060	

CALUSA CAMPGROUNDS
SPON LISTING

03/07/2015

ParcelId	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerAddress4
00541810-000338	PATJOY REALTY TRUST	46 Lakewood Dr	Tilton, NH 03276	
00462730-000000	PAYNE CARL W	270 Linwood Dr	Miami Springs, FL 33165	
00462710-000000	PAZOS SANTIAGO O AND ROSA A	PO BOX 771498	MIAMI, FL 33177	
00460990-000000	PEARL DAVID S REVOCABLE TRUST 11/20/1998	C/O UNIWELD PRUDUCTS INC	2850 Ravenswood Rd	Fort Lauderdale, FL 33312
00462740-000000	PEEK THOMAS H	222 W 2nd Ct	Key Largo, FL 33037	
00541810-000311	PEREIRA PETRA	6436 Sawmill Ln	Miami Lakes, FL 33014	
00541810-000286	PERELLO CHRISTINA	21802 SW 134th Ave	Miami, FL 33170	
00541810-000287	PERELLO CRISTINA	21082 134TH Ave	Miami, FL 33177	
00541810-000462	PERERA GEORGINA	325 CALUSA ST	Key Largo, FL 33037	
00541810-000261	PEREZ ALBERTO AND GRISEL MAS	325 CALUSA ST LOT 312	KEY LARGO, FL 33037	
00541810-000419	PEREZ ALVING AND AURIA NORMA	9979 NW 25TH TER	DORAL, FL 33172	
00541810-000299	PEREZ DALMA R	8824 NW 110th Ln	Hialeah, FL 33018	
00462700-000000	PEREZ JOSE A AND MARIA A	206 W 2ND CT	KEY LARGO, FL 33037	
00541810-000319	PEREZ MANUEL	551 E 34th St	Hialeah, FL 33013	
00541810-000283	PEREZ NATALIE	17035 NW 78TH CT	HIALEAH, FL 33015	
00541810-000212	PETER KENNETH A AND FRANCES G	1463 GOODNOW FLOW RD BOX 303	NEWCOMB, NY 12852	
00541810-000118	PETERSON CARL R	PO Box 271	Windsor, ME 04363	
00541810-000116	PFEIFFER JEFFREY	1950 NW 107th Ave	Pembroke Pines, FL 33026	
00541810-000340	PILLO IVETTE	10511 Taft St	Pembroke Pines, FL 33026	
00529750-000000	PINO REALTY LLC	6165 SW 160th Ter	Davie, FL 33331	
00463030-000000	PLA CARLOS	7851 NW 163rd St	Miami Lakes, FL 33016	
00541810-000177	PLA CARLOS AND CARMEN	7851 NW 163RD ST	MIAMI LAKES, FL 33016	
00541810-000470	PLA ONDINA G	714 E 29TH ST	HIALEAH, FL 33013	
00461490-000000	POL RAFAEL	166 1st Ct	Key Largo, FL 33037	
00541810-000316	PORTAL DANILO	3431 SW 145th Ave	Miramar, FL 33027	
00529960-000000	PORTEOUS ERIC	40 LAUDERDALE DR	KEY LARGO, FL 33037	
00541810-000243	PRIETO FRANCISCO	15549 MIAMI LAKEWAY N APT 306	MIAMI LAKES, FL 33014	
00541810-000444	PRIME INVESTMENT GROUP LLC	11779 SW 92ND TER	MIAMI, FL 33186	
00541810-000193	PRIX INVESTMENT CORP	10101 COLLINS AVE	MIAMI BEACH, FL 33154	
00541810-000125	PUIG JOSE R	6711 Orchid Dr	Miami Lakes, FL 33014	
00541810-000236	PULGARON CARLA J CHIRINOS	3461 NE 4TH ST	HOMESTEAD, FL 33033	
00529890-000000	QUACH CUONG VAN AND LAN TN	12401 MEADE ST	GARDEN GROVE, CA 92841	
00541810-000324	QUINTANA JOSE	325 Calusa St	Key Largo, FL 33037	
00541810-000352	QUINTERO JORGE LUIS	1214 W 76th St	Hialeah, FL 33014	
00461180-000000	QUIROS DAISY	12641 SW 210TH TER	MIAMI, FL 33177	
00541810-000216	R & M INVESTMENTS PROPERTY GROUP LLC	4376 SW 74th Ave	Miami, FL 33155	
00462780-000000	RAINMAKER PARTNERS LLC	2701 Columbus Blvd	Coral Gables, FL 33134	
00541810-000403	RAMIREZ SILVIA	201 NORTHWEST BLVD	MIAMI, FL 33126	
00460860-000000	REHMANN ALESA A	154 Buttonwood Ave	Key Largo, FL 33037	
00541810-000371	REIGADAS RAYMOND J AND CHRISTINE	325 CALUSA ST LOT 412	KEY LARGO, FL 33037	
00541810-000368	REINA JUAN CARLOS AND ALMA	11327 SW 161ST PL	MIAMI, FL 33196	
00541810-000421	REINA MIGUEL AND CARMEN	13401 SW 25TH ST	MIAMI, FL 33175	
00541810-000122	REMEDIOS ILYA	11001 SW 47th St	Miami, FL 33165	
00541810-000230	RG AND LT INVESTMENTS LLC	1460 SW 143rd Pl	Miami, FL 33184	
00461630-000000	RIERA-GOMEZ EVELYN	143 2nd Ct	Key Largo, FL 33037	
00462800-000000	RIFE RODOLFO AND CLARA	245 BUTTONWOOD AVE	KEY LARGO, FL 33037	
00541810-000121	RIVERA CARMEN M	457 NW 61st Ave	Miami, FL 33126	
00541810-000433	RIVERO TANIA ALBERDI	125 SW 104TH CT	MIAMI, FL 33174	
00541810-000271	RODRIGUEZ ANTHONY	14785 SW 168th Ter	Miami, FL 33187	
00541810-000381	RODRIGUEZ ANTONIO AND ROSA M	15300 SW 307TH RD	HOMESTEAD, FL 33033	
00460880-000000	RODRIGUEZ CASTORENA ARACELI ADRIANA	166 Buttonwood Ave	Key Largo, FL 33037	
00541810-000314	RODRIGUEZ JANET	7439 W 22nd Ave	Hialeah, FL 33016	
00460780-000000	RODRIGUEZ JESUS I	146 Guilford Ct	Tavernier, FL 33070	
00541810-000277	RODRIGUEZ JOYCE C	460 W Park Dr	Miami, FL 33172	
00541810-000157	RODRIGUEZ MARIA T	5566 NW 102ND PL	DORAL, FL 33178	
00529770-000000	RODRIGUEZ NORKA TRUST AGR 5/22/1996	10745 SW 133rd Ter	Miami, FL 33176	
00541810-000461	RODRIGUEZ OLGA	1720 SW 30TH AVE	MIAMI, FL 33145	
00541810-000187	RODRIGUEZ RICARDO AND MILAGROS COLLADO	9241 SW 57TH TER	MIAMI, FL 33173	
00541810-000405	RODRIGUEZ RICARDO AND ROSA	1800 NW 88TH TER	PEMBROKE PINES, FL 33024	
00460950-000000	RODRIGUEZ SANDRA	11325 SW 133RD CT APT 1	MIAMI, FL 33186	
00541810-000200	ROSALES ELEN M	3732 SW 85TH AVE	MIAMI, FL 33155	
00541810-000211	ROSARIO IVELISS	10270 NW 129 ST	HIALEAH, FL 33018	
00541810-000347	S & S CONSTRUCTION & SALES LLC	303 N Main St	Colfax, WA 99111	
00541810-000103	ST E P S IN THE RIGHT DIRECTION INC	6363 Gage Pl	Miami Lakes, FL 33014	
00541810-000174	SABLON MARTHA L H/W	11352 W State Road 84	Davie, FL 33325	
00541810-000226	SACKS JAMES H AND MARIA A	621 SW 18TH ST	FORT LAUDERDALE, FL 33315	
00541810-000197	SADENA W	15559 SW 152nd Ln	Miami, FL 33187	
00529800-000100	SANABRIA GEORGE MICHAEL	61 Waterways Dr	Key Largo, FL 33037	
00541810-000258	SANCHEZ ANDRES A AND ODALYS	508 E 34TH ST	HIALEAH, FL 33013	
00541810-000331	SANCHEZ ANTONIO	1685 W 65th St	Hialeah, FL 33012	
00541810-000428	SANCHEZ ILEANA L	C/O SANCHEZ MICHAEL	2828 SW 143rd Pl	Miami, FL 33175
00541810-000303	SANCHEZ JORGE	929 NW 123rd Ave	Miami, FL 33182	
00529730-000000	SANCHEZ MIREN A	47 Inlet Dr	Key Largo, FL 33037	
00541810-000426	SANCHEZ WILFREDO AND ILEANA L	325 CALUSA ST UNIT 489	KEY LARGO, FL 33037	
00541810-000450	SANCHOYERTO DAVID AND ELENA	11921 NW 19TH ST	PEMBROKE PINES, FL 33026	
00529870-000000	SANTE CHRIS AND PAM	PO BOX 373006	KEY LARGO, FL 33037	
00461140-000000	SANTIBANEZ ALEJANDRO AND MERCEDES	6900 SW 132ND PL	MIAMI, FL 33183	
00541810-000454	SARDUY AYLEC M	4021 SW 153RD CT	MIAMI, FL 33185	
00461090-000000	SCHMEISER JAMES P	120 SECOND CT	KEY LARGO, FL 33037	
00541810-000238	SCHOEMER RICHARD F AND VIRGINIA	1527 LITTLEHILL RD	POINT PLEASANT BORO, NJ 08742	
00541810-000374	SEBASTIAN RUBEN	2240 SW 80TH CT	MIAMI, FL 33155	
00529710-000000	SHERMER MALCOLM	PO Box 372080	Key Largo, FL 33037	
00541810-000382	SIERRA LUCIO J	1751 SW 137TH CT	MIAMI, FL 33175	
00541810-000315	SIRE NOREDYS M	6858 SW 158th	Miami, FL 33193	
00541810-000146	SIRIANI MARITE	11021 SW 38TH ST	MIAMI, FL 33165	
00530040-000000	SMITS DIRK AND ERIS	17 HARBOR DR	KEY LARGO, FL 33037	
00541810-000111	SOFIANDRES CALUSA LLC	661 NW 132nd Pl	Miami, FL 33182	
00462810-000000	SOMEILLAN GARY J	235 BUTTONWOOD AVE	KEY LARGO, FL 33037	

CALUSA CAMPGROUNDS
SPON LISTING

03/07/201

Parcelld	OwnerAddress1	OwnerAddress2	OwnerAddress3	OwnerAddress4
00541810-000184	SORIANO CARLO ANTOINE AND MALISSA	15148 SW 173RD TER	MIAMI, FL 33187	
00541810-000113	SOSA BERTO	658 W 35th St	Hialeah, FL 33012	
00541810-000443	SOTES NOEL	7800 NW 175th St	Hialeah, FL 33015	
00541810-000218	SOTOLONGO JUAN AND MARITZA	12921 SW 27TH ST	MIAMI, FL 33175	
00541810-000359	SPASIUK INGRID A	129 W 227th St	Bronx, NY 10463	
00461000-000000	SPEIDEL LYLE E AND PATRICIA L	228 BUTTONWOOD AVE	KEY LARGO, FL 33037	
00541810-000395	STALDER RICHARD J	1100 MANGO ISLE	FORT LAUDERDALE, FL 33315	
00461590-000000	STONE STEVEN A	174 DOVE CREEK DR	TAVERNIER, FL 33070	
00541810-000402	SUAREZ DINORAH ESTATE	4901 SW 135th Ct	Miami, FL 33175	
00541810-000448	SUAREZ GUSTAVO MIGUEL	7856 NW 170 TER	MIAMI, FL 33015	
00541810-000464	SUPERIOR PROPERTY INVESTMENTS LLC	4237 NW 37th Ave	Miami, FL 33142	
00460800-000000	THOMPSON JR RAY W	118 BUTTONWOOD AVE	KEY LARGO, FL 33037	
00529630-000000	TIITF	3900 The Capitol	Tallahassee, FL 32399	
00541810-000137	TORRES ANGEL VLADIMIR	9860 SW 83RD ST	MIAMI, FL 33173	
00541810-000152	TORRES DIONISIO AND ANA A	3075 SW 1ST ST	MIAMI, FL 33135	
00541810-000192	TORRES SERGIO	10530 SW 48TH ST	MIAMI, FL 33165	
00541810-000330	TORROELLA LUIS C	5354 W 6th Ln	Hialeah, FL 33012	
00541810-000389	TRIANA NELSON AND MARIA E	13421 SW 53 ST	MIAMI, FL 33175	
00541810-000471	TRIANA RONALD	9820 NW 27th St	Doral, FL 33172	
00461200-000000	TRISTRAM IV CLAUDE F	192 2nd Ct	Key Largo, FL 33037	
00541810-000413	TROTTER DENNIS	45140 228th St	Aitkin, MN 56431	
00462880-000000	UBIETA PENNEY LYNN AND MANUEL GUILLERMO	209 BUTTONWOOD AVE	KEY LARGO, FL 33037	
00086590-000000	UNITED STATES OF AMERICA	C/O NATIONAL PARK SERVICE LAND RESOURCES DIVISION	1849 C ST NW	Washington, DC 20240
00541810-000143	URRA OSCAR EMILIO AND RAQUEL JT REV TR 6/8/2016	13326 SW 46th Ln	Miami, FL 33175	
00541810-000183	VALDIVIA JULIO S	5103 SW 139th Ct	Miami, FL 33175	
00541810-000336	VALIDO JULIO	8240 SW 210th St	Cutler Bay, FL 33189	
00541810-000247	VAN BUSKIRK KATINA R	PO Box 671	White Rock, SC 29177	
00541810-000105	VARGAS MAURICIO	15459 SW 57th St	Miami, FL 33193	
00461600-000000	VAZQUEZ MARIA VICTORIA	5011 NW 190th St	Miami Gardens, FL 33055	
00541810-000442	VELEZ PABLO M	3221 W 70th St	Hialeah, FL 33018	
00541810-000321	VELIZ ORESTES	PO Box 941654	Miami, FL 33194	
00541810-000153	VELOZ ROGELIO	614 E 51st St	Hialeah, FL 33013	
00462850-000000	VERA OMAR AND YEMILE	601 SW 123 AVE	MIAMI, FL 33184	
00460910-000000	VICTORERO MAIRA C	184 Buttonwood Ave	Key Largo, FL 33037	
00541810-000339	VIDAL DANIEL	11035 SW 51st Ter	Miami, FL 33165	
00541810-000133	VIERA BELKIS DIAZ	7949 NW 196th Ter	Hialeah, FL 33015	
00463050-000000	VILLACRES LILLIBETTE M H/W	8558 NW 198th St	Hialeah, FL 33015	
00541810-000275	VILLALON RADAMES AND MINET	10245 COLLINS AVE APT 7F	BAL HARBOUR, FL 33154	
00541810-000225	WAIS TIMI D	10 MICHELE DR	RENSSELAER, NY 12144	
00461240-000000	WALCZAK JANET	135 Falling Snow Ln	Hendersonville, NC 28739	
00460920-000000	WALTERS JILL R	194 Buttonwood Ave	Key Largo, FL 33037	
00541810-000270	WEBER JOHN SR AND LINDA M	1080 HWY 1383	RUSSELL SPRINGS, KY 42642	
00461090-000000	WIESE CRISTOBAL	11791 SW 29th St	Miami, FL 33175	
00541810-000285	WILLIAMS KURT A AND SORAYA C	30710 SW 196TH AVE	HOMESTEAD, FL 33030	
00541810-000396	WINNE LISA M	325 CALUSA ST	KEY LARGO, FL 33037	
00530060-000000	WONG RANDALL E AND ANABEL	12803 BRANDON GREEN CT	SILVER SPRING, MD 20904	
00541810-000342	XLT INVESTMENT CORP	C/O TORRENS LUIS ESQ	8045 NW 155TH ST	Miami Lakes, FL 33016
00541810-000164	ZORRILLA RAYMOND REV LIVING TRUST 8/7/2015	3733 SW 156th Ct	Miami, FL 33185	
00461480-000000	ZWAGER JOHANNA M	160 1st Ct	Key Largo, FL 33037	
	TOTAL = 489 X \$3.00 = \$1,467.00			

K

List Code Enforcement Actions & Status

Exhibit D (Original Violations)

LOT #	STATUS
34	CLOSED
35	CLOSED
37	CLOSED
38	CLOSED
39	CLOSED
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94	NO RESULT
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99	CLOSED
126	CLOSED
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201	CLOSED
203	CLOSED
204	CLOSED
206	NO RESULT
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		New violations		
Status	Case #	Lot Number	Owner 2017	
OPEN	CE17080094	LOT 2	CARRALBAL ERNESTO	
CLOSED	CE17080095	LOT 3	GONZALEZ ALFREDO & BRAVO ZULLY	
CLOSED	CE18010018	LOT 6	ALFONSO CARLOS	
PERMIT ISSUED	CE18010006	LOT 7	MARINO ANA M	
OPEN-NOT SENT	CE18010016	LOT 8	OVES RONIEL	
OPEN-NOT SENT	CE18010015	LOT 9	SESAR BLANCO	
OPEN-NOT SENT	CE18010014	LOT 10	MURGA MARISELA	
OPEN-DRAWINGS	CE18010013	LOT 11	PLA ORDINA	
CLOSED	CE18020064	LOT 12	SOFIANDRES CALUSA LLC	
CLOSED(COUNTY TO UPDA	CE18020065	LOT 13	LORITES ALINA	
OPEN-NOT SENT	CE18020066	LOT 14	STEPHENSON MYRTICE	
OPEN-DRAWINGS	CE18030129	LOT 37	Castrillon Nicole Marie	
CLOSED(COUNTY TO UPDA	CE17020134	LOT 38	ORASI MERCEDES	
CLOSED	CE17020135	LOT 39	GARCIA ANGEL	
CLOSED	CE17020136	LOT 40	PABLOS MANUELA	
PERMIT ISSUED	CE17040036	LOT 41	GALLARDO JOSE S AND ISOTTA	
CLOSED	CE17020137	LOT 43	GALLARDO HOLDCO LLC	
CLOSED	CE16030151	LOT 50	RODRIGUEZ ANTHONY	
PERMIT ISSUED	CE17020138	LOT 58	HERNANDEZ EMINALDO AND IDIANA	
CLOSED	CE17040035	LOT 77	JERDANI CORPORATION	
CLOSED	CE16080032	LOT 79	FASANO MICHAEL AND PATRICIA	
CLOSED	CE17020140	LOT 82	GOMEZ RUBEN AND ZOBEIDA	
CLOSED	CE17020141	LOT 84	CORONEL PATRICIA M	
OPEN-DRAWINGS	CE18020032	LOT 88	SABLON RICARDO AND MARTHA	
OPEN-DRAWINGS	CE17020142	LOT 91	PLA CARLOS AND CARMEN	
PERMIT ISSUED	CE17020143	LOT 99	FRANCO JOSE A	
CLOSED	CE18010047	LOT 125	SADE JOSE E AND ENDA W	
CLOSED	CE18010048	LOT-126	GONZALEZ BALBINA SOSA & REINEL P	
PERMIT ISSUED	CE18010049	LOT 203	GONZALEZ JACOBO AND MARIAN	
CLOSED	CE17020144	LOT 204	DELGADO ERIC	
PERMIT ISSUED	CE17040037	LOT 219	SOTOLONGO JUAN AND MARITZA	
CLOSED	CE17040038	LOT 230	ATORRESAGASTI MANUEL S AND GEO	
CLOSED	CE17020145	LOT 232	GRECCO SHERRI	
CLOSED	CE17040041	LOT 234	AREMAR IMPORT INC (MONSERRAT RE	
CLOSED	CE17040042	LOT 247	PULGARON CARLA J CHIRINOS	
OPEN-DRAWINGS	CE17020146	LOT 260	LLADO EDUARDO AND MABEL GARCIA	
PERMIT ISSUED	CE17040043	LOT 307	COMAS MIGUEL AND MARTHA	
PERMIT ISSUED	CE17040044	LOT 309	SANCHEZ ANDRES A AND ODALYS	
OPEN-DRAWINGS	CE17020147	LOT 311	RAVELO ARSENIO	
CLOSED	CE17020148	LOT 313	DUNKLEY FAMILY TRUST 5/2/2011	
CLOSED	CE17020149	LOT 332	ALEJO ANGELA J	
CLOSED	CE17020150	LOT 333	MILLAN DAMIAN	
PERMIT ISSUED	CE17020151	LOT 334	GRULLON JOSE A	

CLOSED	CE17040045	LOT 340	WILLIAMS KURT A AND SORAYA C
OPEN-DRAWINGS	CE17020152	LOT 341	PERELLO NEIL AND CHRISTINA
CLOSED	CE07020041	LOT 343	FUNES ARCHITECTURE INC RETIREMEN
PERMIT ISSUED	CE17040047	LOT 345	MENENDEZ MARIO M
OPEN-	CE17020153	LOT 348	MDE COMPANY LLC
OPEN	CE17040049	LOT 355	ANDINO IVAN AND CARMEN
CLOSED	CE17020154	LOT 361B	DISPIRITO JAMES EDWARD AND LEXA T
PERMIT ISSUED	CE17020155	LOT 366	GARCIA EDELMIRO A AND DUNIA LOPE
PERMIT ISSUED	CE17020156	LOT 385	SANCHEZ ANTONIO AND ELIZABETH
OPEN-DRAWINGS	CE17020157	LOT 387	DE LA TORRE RAMSES
CLOSED(COUNTY TO UPDA	CE17040050	LOT 393	VALIDO JULIO
CLOSED	CE17020158	LOT 394	GARCIA TOMAS
CLOSED	CE17020159	LOT 396	VIDAL DANIEL
CLOSED	CE17040051	LOT 401	PILLO JOSE SANTIAGO AND IVETTE
OPEN-DRAWINGS	CE17040052	LOT 408	S & S CONSTRUCTION & SALES LLC
OPEN-DRAWINGS	CE17040053	LOT 416	FERNANDEZ MANUEL AND ALBA LIVINC
PERMIT ISSUED	CE17030003	LOT 422	DINICOLA ALBERT A AND SHERRY A
CLOSED	CE17040054	LOT 427	BEZANILLA RAFAEL A SR
OPEN-DRAWINGS	CE17030004	LOT 432	REIGADAS RAYMOND J AND CHRISTINE
CLOSED	CE17030007	LOT 435	SEBASTIAN RUBEN
PERMIT ISSUED	CE17030008	LOT 438	HERNANDEZ GUSTAVO/VIGO
CLOSED	CE17030009	LOT 447	MARTINEZ JOSE A
PERMIT ISSUED	CE18030126	LOT 451	EGUED ANGEL AND MERCEDES
CLOSED	CE17030014	LOT 461	LUZARDO ISAAC C AND BALNCA E
OPEN-DRAWINGS	CE17030010	LOT 466	RODRIGUEZ RICARDO AND ROSA
CLOSED	CE17040055	LOT 467	BARCELO OSVANY JAVIER
OPEN-DRAWINGS	CE17030011	LOT 469	ORTIZ LEONARDO AND MAYRA C
OPEN-DRAWINGS	CE17030012	LOT 470	PARDAL ALEXIS R
CLOSED	CE18030040	LOT 489	SANCHEZ WILFREDO AND ILEANA L
OPEN	CE17030130	LOT 490	SANCHEZ ILEANA L
OPEN	CE17030015	LOT 492	RAMIREZ OMELIO E AND MARGARITA
PERMIT ISSUED	CE17030016	LOT 495	RIVERO TANIA ALBERDI
OPEN	CE17030017	LOT 498	LOPEZ HELEN
OPEN-DRAWINGS	CE17030018	LOT 499	CELADA LUCIA M
OPEN-DRAWINGS	CE17030020	LOT 502	FERNANDEZ JUAN BLEMILL
OPEN	CE17030021	LOT 509	MACHADO ERICK
CLOSED	CE17030022	LOT 513	SANCHOYERTO DAVID AND ELENA
CLOSED(COUNTY TO UPDA	CE17030023	LOT 514	GONZALEZ MARIYEL
PERMIT ISSUED	CE17030024	LOT 524	RODRIGUEZ OLGA
OPEN	CE17030025	LOT 525	PERERA GEORGINA
OPEN-DRAWINGS	CE17030026	LOT 526	PARDAL ELVIS ALEXANDER
CLOSED	CE17030031	LOT 527	SUPERIOR PROPERTY INVESTMENTS LL
OPEN	CE17030032	LOT 528	GALVEZ AGNES Y
CLOSED	CE17030033	LOT 529	QUINTANA GLADYS
OPEN-DRAWINGS	CE17030034	LOT 530	ORASI MERCEDES

L

Condominium Owner's List

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70	Gauvin	450-471-5557	514-909-6656	514-795-5557 Steve/438-		
71	Milagros Gonzalez	305-479-3675	305-858-3694	492-6656 Kevin		
72	Maria & Idalmi Rodriguez	305-240-0721		305-479-3465/Girsi		
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74	Marisel Orozco	786-273-1599		786-246-6910 Maydil		
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79	Raymond Zorrilla	305-225-2428		786-543-1533 Vivian		
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100	Jose Franco & Alma Rodriguez					
101	Michelle Durand & Angel Velazquez	305-323-0584	786-267-3267 Angel			
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245	Jorge & Mayde Gomez	305-796-6715	786-402-4558	Garcia	guaranteefence@bellsouth.net	
246	Jorge L. Gomez	786-205-3592	609-364-4182	305-762-2034 Ramon	tbujilla@guaranteefence.net	1091 East 26th Street, BLDG B Hialeah, FL 33013
247	Carla Chirinos	786-258-1105	519-577-2460/305-484-5999	Nelson	chirinoscarla@yahoo.com	3461 NE 45t. Homestead FL 33033
248	Tanya Gutierrez & Vivian Sosa	732-899-6955/305-451-2589	305-418-4220/305-389-8431	Merida	tanya@tancego.net	16561 SW 145 CT Miami, FL 33177
249	Richard & Virginia Schoemer	954-425-2263	305-826-9298	Prieto	noworker@yahoo.com	1527 Littlehill RD Point Pleasant NJ
250	Christopher & Lori Nelson	305-965-8721	954-554-7691/786-552-8307	305-257-4737/786-402-4953 Olga Hernandez	kwmaintenance@execulink.com	7148 Noah Rd. RR# Elora Ontario Canada NOB150
251	Dania Acosta Concepcion	305-388-3558	786-251-8157/786-382-4801	Garcia	pedacola@yahoo.com	14460 SW 110 St. Miami, FL 33186
252	Milton & Lillianne Martinez	305-796-9148	786-295-8161	Amarillis	lillianne.martinez1211@gmail.com	8760 SW 133 Ave apt. 320 Miami FL 33183
253	Alberto & Maria Nadal	305-824-1041/305-685-7219	786-542-4274 Alina	305-485-4401	49@bellsouth.net	760 W. 71ST PLACE Hialeah, FL 33136
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255	Pedro & Xiomara Alvarez	305-318-5114	305-388-0692/305-528-9368	305-224-3564 Joseph	frankprieto64@gmail.com	1801 SW 90TH Ave Miami, FL 33165-7860
256	Iran D Mendez & Yoanny D. Garcia	305-984-4309	786-215-0727	786-468-4851	aalvarez2529@aol.com	17344 SW 138 CT Miami, FL, 33177
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259	Jose & Christine Franco	305-215-0727	786-367-4647	305-554-6100	cfranco1003@yahoo.com	18692 SW 41 St. Miramar FL 33029
260	Eduardo & Mabel Liado	305-215-0727	786-443-5944 Maria	305-788-7326	poweroneequipment@gmail.com	17345 SW 280 St. Homestead, FL 33031
301	Pedro & Madeleine Gonzales	786-256-2382	786-443-5944 Maria	305-968-2868	com	10804 SW 142nd Pl Miami, FL 33186
302	Mercedes Orasi	305-558-8516	786-229-7548	305-300-7667	made@connected.net	9021 SW 94TH Court Miami, FL 33176
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FLORIDA LIMITED LIABILITY COMPANY

D&DC INVESTOR GROUP LLC

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M

Site Plan

Additional Information added to File 2019-074

Prepared By:

Guillermo I Cuadra, Esq.
8200 NW 41 ST, Suite 200
Doral, Florida 33166

Please Return to:

Monroe County Attorney's Office

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (Agreement) is entered into the _____ day of ____ 2022, by and between **MONROE COUNTY**, a political subdivision of the State of Florida (Monroe County), and **CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.** (the Association).

WITNESSETH

The parties hereby agree as follows:

I. RECITALS

A. The Association operates the land 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").

B. The Association has the authority to enter into this Agreement through Florida Statutes Chapter 718 and the Declaration of Condominium for Calusa.

C. Calusa is a gated RV park with a full-time staff managed by the Association ("Association Staff"), responsible for evacuation, consisting of three hundred sixty-eight (368) Condominium Units ("Condominium Units") which are duly recognized by Monroe County according to the Settlement Agreement which is duly attached to the Agreement designated as Exhibit B.

D. The Monroe County 2010 Comprehensive Plan designates all the parcels of the property as "Mixed Use/Commercial;" on its Future Land Use Map.

E. Calusa includes sites for recreational vehicles, together with accessory uses and structures including 485 linear feet of common area docking and 72 docks assigned to specific units, marina building, boat ramp, boat trailer parking, tennis courts,

basketball courts, recreation building, pool and bath houses, open space, maintenance building, common area meeting building, and administrative offices (hereinafter collectively referred to as the "Accessory Facilities")

F. 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.

G. A development agreement between Monroe County and Calusa was passed and adopted by the Board of County Commissioners on June 17, 2009 (2009 Development Agreement); said development agreement expired on June 2019 and it is hereto attached as Exhibit I.

H. The 2009 Development Agreement addressed legal nonconformities, permitting, development standards, vesting rights, among other provisions.

I. The parties desire to enter into this Development Agreement.

J. Monroe County finds that entering into this Development Agreement furthers the purposes, goals, objectives, and policies of the Comprehensive Plan.

II. PURPOSES

- A. To agree on a program of remedial action and condominium improvements to achieve compliance for all three-hundred sixty-eight Condominium Units with the requirements of the Monroe County Code and the RV zoning district, as amended by Ordinance 001-2008.
- B. To allow Calusa to retain, pursuant to the terms of this Agreement, the legally existing, non-conforming, conforming, or accessory structures, established or in existence on the property on the date of execution of this Agreement, except as otherwise set forth in Section (II)(C).
- C. To require applications for after-the-fact permits to resolve any Code Enforcement and Safety Violations .
- D. To allow for the continued existence of Accessory Facilities as conforming accessory uses.

III. AGREEMENT REQUIREMENTS

- 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, which have been filed in the Official Records of Monroe County at OR Book 1589 Pg 476; OR Book 2003 Pg 2473. Calusa

Street is a private road and provides access to US-1. If a judicial determination is made that Calusa may not utilize *Calusa* Street for access to US-1, this Agreement will be subject to amendment to ensure Calusa maintains access to US-1. Access is required to be by Calusa Street. Harbor Drive is to be used for emergency vehicle access only.

B. Duration of Agreement. This Agreement shall remain in effect for thirty (30) years from the effective date as defined herein and may be extended by mutual consent of the parties and approval at a public hearing, in accordance with Florida Statutes Section 163.3229 (2011). For the duration of this Agreement the parties agree that any development shall comply with and be controlled by this Agreement, the Monroe County Code, 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 with this Agreement and with the Recreational Vehicle Zoning District, as amended by Ordinance 001-2008, the permitted uses for Calusa include:

- a. Recreational vehicles, as defined in Monroe County Code Section 9.5-4(R_6);
- b. Accessory buildings and structures for each site including, but not limited to, screen rooms, sheds, carports, and other structures as permitted by Monroe County;
- c. Accessory Facilities as shown on Exhibit A;
- d. Attached or detached seasonal residential units as a minor conditional use in conjunction with a development agreement.

2. The unit density is 13 units per gross acre for the 367 lawfully established Condominium Units.

3. Total acreage of the site is 28.34 acres (368 Condominium Units allowed).

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. The water is metered by one meter for Calusa, and individual sub meters which are for internal use only. After completion of the wastewater project, each unit will be individually metered by the Florida Keys Aqueduct Authority.

2. Electric service is provided by Florida Keys Electric Cooperative to the Property, and each unit is individually metered.
3. Solid waste service is provided to the Property by a solid waste collection system franchised by Monroe County.
4. Wastewater is provided by the Key Largo Wastewater Treatment District.

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

F. Transitional Recreational Vehicle Units. The Site Plan attached as Exhibit F depicts the Condominium Units that are designated transitional recreational vehicle units. All Condominium Units which are not designated transitional recreational vehicle units on the Site Plan are permitted to use the site as an RV space, provided the Recreational Vehicle meets all requirements of the Monroe County Code, including road readiness. All condominium sites which are designated for transitional recreational vehicle units will be permitted to use the site as an RV space in accordance with all requirements of the Monroe County Code, until the site is developed as a seasonal residential unit.

G. Legal Non-Conformities.

1. All structures permitted pursuant to the Recreational Vehicle Zoning district as amended by Ordinance 001-2008, or otherwise permitted by Monroe County were deemed legal as of the date of the 2009 Development Agreement.
2. All other existing structures on the Property as of the date of the 2009 Development Agreement were deemed legally non-conforming.

H. Development Standards. The following development standards shall only apply to Condominium 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.
2. Building height for all permanent structures shall be in compliance with height requirements of Chapter 131 of the Monroe County Land Development Code.
3. Shoreline Setback for all permanent structures shall be 10 ft from the Mean High Water line for all altered and unaltered shorelines on the Property.
4. The setbacks for all permanent structures measured from the lot line to

the drip edge, shall be as follows:

- a. Interior Side Setback - 5 feet
- b. Exterior side setback shall be the lesser of
 - (i) 5 feet or
 - (ii) the minimum distance to comply with all sight triangle requirements of the Monroe County Zoning Code.
- c. Front Setback shall be the lesser of
 - (i) 5 feet or
 - (ii) the minimum distance to comply with all sight triangle requirements of the Monroe County Zoning Code.
- d. Rear Setback - 5 feet
- e. All setbacks for the perimeter of the Campground Property shall not be less than 5 feet.
- f. The placement of an air conditioning unit is allowed within the side setback area.
5. Impervious lot coverage shall be limited to 80% of the Condominium Unit lot area.
6. All habitable permanent structures constructed after the effective date of this Agreement shall be elevated to the base flood elevation.
7. A non-combustible exterior stairway providing access from the ground level to the first elevated habitable level is allowed within the side setback area provided it is attached to the structure. The width of the stairway from the face of the structure envelope towards the setback area cannot exceed three (3) feet. If provided in contiguous structures, a stairway may not face the stairway from the adjacent structure.

I. Permitting Plan

1. All Permits required for roads, fire suppression, storm water, landscaping, utility relocations, and other community facilities or improvements shall be applied for by The Association or its individual unit owners, pursuant to this Agreement.
2. 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 be extended in accordance with the Florida Building Code, in order to allow Monroe County staff sufficient time to properly review and approve all applications required by this Agreement and, to provide greater flexibility to the Association and its individual unit owners in meeting the compliance schedule.
3. Park Models

- a. Owners of Park Models designated as transitional recreational vehicle units on the attached site plan Exhibit F shall be required within the term of this Agreement to either:
 - (i) install the park model as a permanent structure in accordance with local, state; and. federal law and meet all requirements of the Monroe County Code and Building Code, and Section H of this Development Agreement; or
 - (ii) construct a permanent structure in accordance with the terms of this Agreement.
- b. During the term of this Agreement all park models designated as transitional recreational vehicle units shall either
 - i. be tied down in accordance with Monroe County Code and Building Code provision for such structures within 90 days of the approval of the minor conditional use for seasonal residential units. until such time as they become permanent structures or
 - ii. meet all road ready requirements of the Monroe County Code until such time as the unit becomes a permanent structure.
- c. A Park Model will not be considered a permanent structure until the Park Model is installed in accordance with local state, and federal law, and meets all requirements of the Monroe County Code and Building Code, and Section H of this Development Agreement.
- d. A Park Model not designated as a transitional recreational vehicle *unit* shall comply with the road ready requirements of the Monroe County Code at all times.

4. 180 Day Rule

- a. All Condominium Units will be maintained as transient units.
- b. All occupants of the Campground Property will be required to evacuate in accordance with a Visitor Evacuation Order issued by Monroe County.
- c. No person shall occupy the Campground Property for more than 180 consecutive days.
- d. The following will be required to be removed from the Campground Property for at least one (1) day every 180 days, such that the following shall not occupy the Campground Property for more than 180 consecutive days and must evacuate when a Visitor Evacuation order is issued by Monroe County:
 - (i) RVs

- (ii) Park Models which are not tied down in accordance with local and state law, and in accordance with the terms of this Agreement.
 - e. The following structures will not be required to be removed from the Campground Property every 180 days nor shall the structures be required to be removed in the event of a Visitor Evacuation Order:
 - (i) Permanent structures constructed in accordance with local, state, and federal law, and pursuant to the terms of this Agreement.
 - (ii) Park Models designated as transitional recreational vehicle units which are tied down in accordance with local, state, and federal law, the Monroe County Code and Building Code, during the term of this Agreement or until there is a permanent structure on the site.
- 5. All Condominium Units designated transitional recreational vehicle units shall obtain a building permit to construct the permanent structure within ten (10) years of the Effective Date of this Agreement. Prior to conversion to a permanent structure the unit shall be used as an RV space in accordance with all requirements of the Monroe County Code, or as otherwise provided in this Agreement.
- 6. If the seasonal transient units are not constructed within ten years, the condominium units shall remain as RV sites.
- 7. Calusa Campground will fund the preparation and allow the installation of signage along the canal frontage for the canal which is shared by other property owners stating that the allowed dockage is not to exceed 25% (twenty-five per cent) of the canal width and that dockage surrounding the existing boat ramp is for loading and unloading only.
- 8. Calusa shall not allow dockage along the narrowest portion of the canal shared by other property owners and the dock area shall be posted as such until the mangroves are trimmed, at which time the dock area may be used in compliance with the Monroe County Code. Calusa shall trim the mangroves every six months. If the mangroves are not trimmed, there shall be no dockage.

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 and shall provide proof of payment to the County with the permit application.

- K. Evacuation.** Calusa shall be construed as a community of transient units for purposes of evacuation orders, and shall be required to evacuate in accordance with the directives issued for transient units. The Association Staff of Calusa shall ensure strict compliance with all evacuation orders issued by Monroe.
- L. Impact and After the Fact Building Permit Fees.** Application for permits in accordance with this Agreement shall not be construed to required additional impact fees. However, all permit fees shall be due for after the fact permits as sets forth in Exhibits D and E.
- 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.** This agreement shall be adopted by the Association as an amendment to the Declaration of Condominium for Calusa before the public hearing before the Monroe County Board of County Commissioners. 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. Material Breach. A material breach by the Association occurs if more than 50% of the Condominium Units are not in compliance with the terms of this Agreement, and the Association has not initiated enforcement action in accordance with Chapter 718 of the Florida Statutes and the Declaration of Condominium for Calusa against 100% of the Condominium Units not in compliance with this Agreement within 270 days of the effective date of this Agreement. A material breach by Monroe County occurs upon Monroe County's failure to comply with the terms of this Agreement after notice as provided in Subsection 2.
 2. Notice. Upon either party's material breach of the terms and conditions of this Agreement, the other party shall serve written notice on and shall provide the opportunity, within ninety (90) days, to propose a method of fulfilling the Agreement's terms and conditions or curing the breach. Both or to negotiate an amendment to this Agreement within a reasonable time, as mutually agreed to by the Parties.
 3. 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.

4. 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 The Association.
 - (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.
 - (i) If a unit owner applies to change their individual unit designation, the unit owner shall submit a new site plan reflecting the change in designation, together with a filing fee of \$_____, or such other fee in effect for a minor deviation at the time of the application for minor deviation.
 - (ii) If ten (10) or more unit owners apply to change their individual unit designations, an amendment to the minor conditional use will be required. A revised site plan reflecting the change in designations, together with a fee of \$_____ or such other fee in effect at the time of application for an amendment to the minor conditional use.
5. Enforcement.
 - (a) After notice and an opportunity to respond and/or cure the material breach as provided herein, the parties may enforce the terms of this Agreement in a court of competent jurisdiction, or any other remedy at law or in equity. In addition, Monroe County may utilize appropriate code enforcement remedies to cure any breach after notice and an opportunity to cure as provided herein. This does not waive the right of Monroe County to pursue individual code violation cases.
 - (b) Monroe County, The Association, 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 either 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 The Association and/or its individual unit owners has acquired vested rights under prior law.

P. Compliance with Other Laws. The failure of this Agreement to address a particular permit, condition, terms, or restriction shall not relieve The Association and/or its unit owners 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 The Association 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 The Association of the obligations to obtain necessary Development Approvals that are required under applicable law and under and pursuant to the terms of this Agreement and Monroe County Code.

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 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-operation, reviewing or undertaking the effort shall, nonetheless, bear tis cost of attendance at meetings, hearings or proceedings and comment and/or execution of documents, inclusive of the expense of tis 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 with proof of receipt. Notice shall be deemed effective upon receipt. For purposes of notice, demand, request, or replies:

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, 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, Florida, and no other jurisdiction. This Agreement shall be construed and Interpreted under the laws of the State of Florida. This Agreement is not subject to arbitration.
- 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. Counterparts.** This Agreement may be executed 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.
- EE. 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. The Association 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.
- FF. 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.

GG. 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.

HH. 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.

SIGNATURE PAGE TO FOLLOW

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

Signed, sealed, and delivered
In the presence of:

**CALUSA CAMPGROUND
CONDOMINIUM ASSOCIATION, INC.**

Name:

By: _____
Carrie Barve, President

Name:

Date: _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2022, by Carrie Barve on behalf of Calusa Campground Condominium Association, Inc. She is known to me or produced _____ as identification and did not take an oath.

Notary Public

Printed Name

My commission expires

ATTEST: KEVIN MADOK, CLERK

**MONROE COUNTY BOARD
OF COUNTY
COMMISSIONERS**

Deputy Clerk

MAYOR DAVID RICE

MONROE COUNTY ATTORNEY

Date: _____

APPROVED AS TO FORM:

Assistant County Attorney

Date: _____

AGENT AUTHORIZATION FORM

Date of Authorization: 06 / 10 / 2022
Month Day Year

I hereby authorize Guillermo Cuadra be listed as authorized agent
(Print Name of Agent)

representing Calusa Campground Condominium Association, Inc. for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of (List the Name and Type of applications for the authorization)

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

See Exhibit E

Lot Block Subdivision Key (Island)

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

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

Authorized Agent Contact Information:

8200 NW 41 St., Suite 200, Doral, FL 33166

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

305.968.7424 305.968.7424 gc@cuadrallaw.net
Work Phone Home Phone Cell Phone Email Address

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

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

Signature of Property Owner: Jose Socorro, VP BOA

Printed Name of Property Owner: Jose Socorro

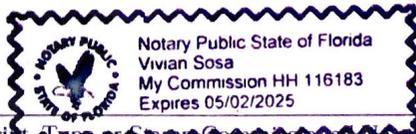
STATE OF Florida COUNTY OF Miami-Dade

Sworn to and subscribed before me this 10 day of JUNE, 2022, by means of [X] physical presence or [] online notarization,

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

(Type of ID Produced) as identification.

Signature of Notary Public
My commission expires: 05/02/2025



Print Type and Stamp Commissioned Name of Notary Public



RECEIVED

JUN 21 2022

MONROE CO. PLANNING DEPT.

June 7th, 2022

In reference to:

J. Bonfill and Associates Inc. Project No.08-0294
Boundary Survey dated 07-21-2008
Calusa Campground Condominium Association
Mile Marker 102, Key Largo FL

To Whom It May Concern:

Upon visual inspection conducted on May 30th, 2022, I hereby attest that the water treatment plant shown at the Back Boat Storage Area (NE corner of the property) on above referenced Boundary Survey was removed. If you have any questions, please do not hesitate to contact me.

Oria Jannet Suarez
PSM 6781
Surveyor of Record for
J. Bonfill & Associates Inc.

EXHIBIT "A"

A G R E E M E N T

THIS AGREEMENT made and entered into this 26th day of February, A. D. 1973, between MIGHTY MITE CONTROLS, INC., a company into which MECHANICAL INDUSTRIES SOUTHERN CORPORATION has been merged, hereinafter called the "First Party," and GEORGE EAGER, hereinafter called the "Second Party,"

W I T N E S S E T H:

WHEREAS, the FIRST PARTY owns property as shown on sketch attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, the SECOND PARTY desires to build a road on such property to provide access to his property, as indicated on sketch attached hereto and made a part hereof as Exhibit "A";

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), each to the other in hand paid, receipt of which is hereby acknowledged, and in consideration of the mutual promises made herein, the parties hereto agree as follows:

1. The FIRST PARTY agrees and does hereby authorize the SECOND PARTY to construct a road across his property, as indicated on Exhibit "A".
2. The SECOND PARTY agrees to construct such road, to be built in accordance with the Department of Transportation specifications and/or Monroe County specifications, where required, and to pay for such road as set forth herein.
3. The FIRST PARTY agrees to pay to the SECOND PARTY fifty per cent (50%) of the cost of constructing said road at such time as the SECOND PARTY presents to the FIRST PARTY proof of cost of such road and payment required, such proof to consist of bill from a qualified contractor contracted with by the SECOND PARTY, as approved

FILE #1063262
BK1515 PG458

by Bailey & Post, engineers, or other engineers licensed to do business in the State of Florida, employed by the FIRST PARTY as he desires. Payment shall be made by the FIRST PARTY to the SECOND PARTY on or before ten (10) days after the date upon which the SECOND PARTY makes payment to such contractor, the proof of such payment being in the form of a check or other evidence of payment agreed to by the FIRST PARTY.

4. Both parties agree that the contract made by the FIRST PARTY with the contractor shall be approved by both parties and/or their attorneys.

5. Both parties agree that the parties will jointly share maintenance of the road until such time as the FIRST PARTY dedicates part or all of such property to the public for public use, so that the County will maintain all or the part of such road dedicated.

6. Both parties hereto agree that the only property to be cleared for road purposes shall be that actually shown as road or the median strip in between the roads. It is understood that the median strip will be selectively hand-cleared and not cleared by bulldozer or other machine which would eliminate trees, it being understood that it is the purpose of both parties to eliminate ground growth and weeds around the trees, but to preserve all the trees possible in the median strip.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument the day and year above written.

Signed, sealed and delivered in presence of:

MIGHTY KITE CONTROLS, INC.

[Signature]
[Signature]
As to First Party

BY: *[Signature]*
Pres.
ATTEST: _____
Sec.
First Party

[Signature]
[Signature]
As to Second Party

[Signature] (SEAL)
GEORGE ENGER
Second Party

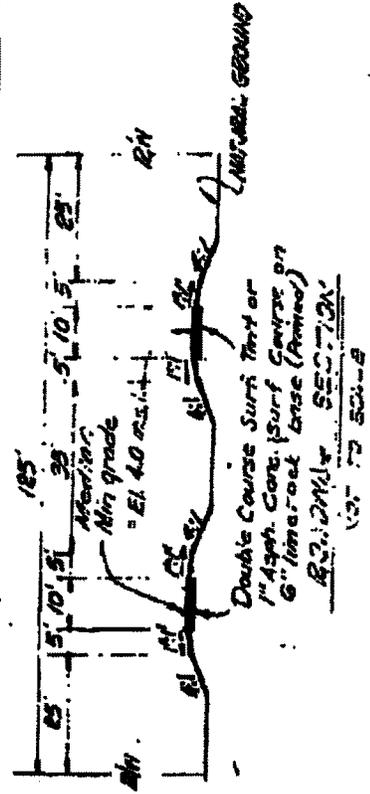
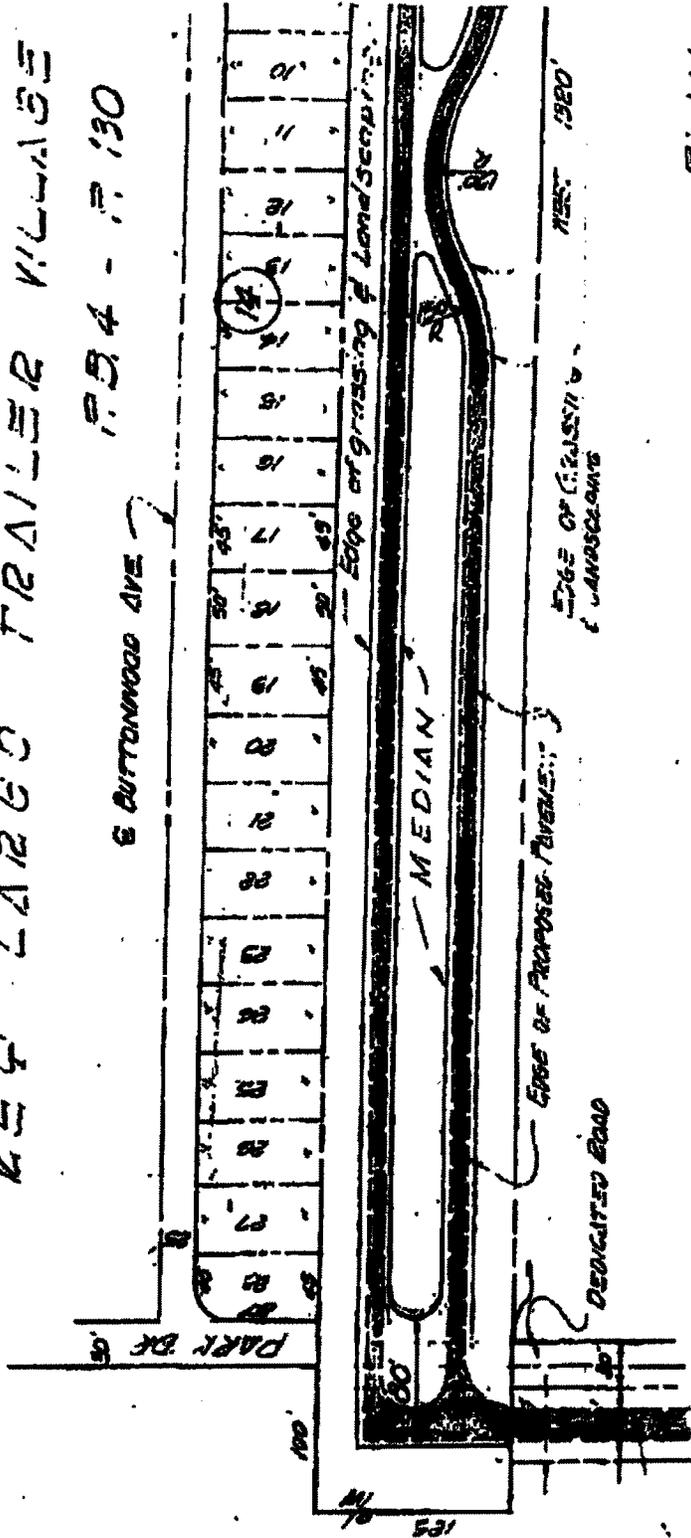
FILE #1063262
REV 515 P045

FILE #1063262
BK#1515 PG#460

KEY LARGE TRAILER VILLAGE

P.B.4 - P.130

SUTTONWOOD AVE



PLAN

PRIVATE DRIVE

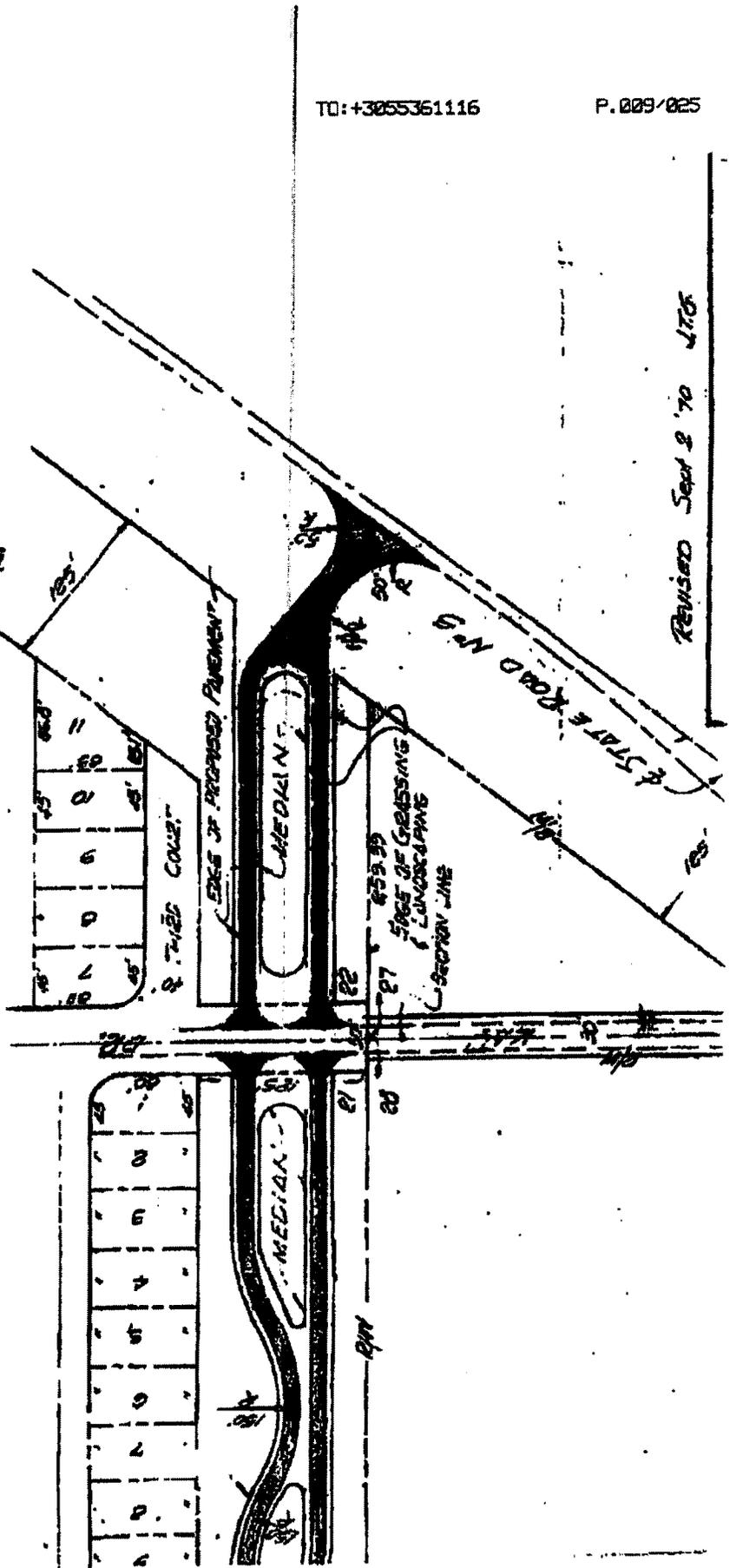
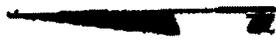
Exhibit A

2/28/73
[Handwritten signature]
[Handwritten initials]

FILE #1063262
BK#1515 PG#461

HONROE COUNTY
OFFICIAL RECORDS

FIRST ADDITION



REVISION Sept 8 '70 JTB



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation
CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.

Filing Information

Document Number	N98000003444
FEI/EIN Number	65-0972045
Date Filed	06/12/1998
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	02/14/2012
Event Effective Date	NONE

Principal Address

325 CALUSA
KEY LARGO, FL 33037

Mailing Address

325 CALUSA
KEY LARGO, FL 33037

Registered Agent Name & Address

ALBERT E. ACUNA, P.A.
782 N.W. 42ND AVENUE, SUITE 343
MIAMI, FL 33126

Name Changed: 12/12/2018

Address Changed: 12/12/2018

Officer/Director Detail

Name & Address

Title President

GONZALEZ, JACOB
325 CALUSA STREET
LOT 203
KEY LARGO, FL 33037

Title Director

FASANO, MICHAEL
325 CALUSA STREET
LOT 79
MIAMI, FL 33037

Title Treasurer

ENRIQUE, HERNANDEZ
325 CALUSA STREET
LOT 371
KEY LARGO, FL 33037

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

GENERAL JURISDICTION DIVISION

CASE NO. 07-CA-375-P

CALUSA CAMPGROUND
ASSOCIATION, INC.,

Plaintiff,

v.

MNM'S OF THE KEYS, INC.,
MELERIC INVESTMENTS, INC. and
MARTHA NOVAL, individually,

Defendants,

MONROE COUNTY

Intervenor.

FILED FOR RECORD
2009 JUN -5 AM 10:56

ORDER GRANTING SECOND RENEWED MOTION FOR
SUMMARY JUDGMENT AND RESOLVING RELATED MOTIONS

This cause came before the Court on May 27, 2009 and May 29, 2009 upon Plaintiff's Second Renewed Motion for Summary Judgment and certain related motions (Defendants' Motion to Strike the Affidavit of Robert Wells, Plaintiff's Motion to Strike Affidavit of Jeffrey Stuncard, and Defendants' Motion to Continue Hearing on Plaintiff's Second Renewed Motion for Summary Judgment). The Court, having heard lengthy argument by counsel, having reviewed the entire court file and the legal memoranda that the Court requested, and having been otherwise fully advised, hereby finds, adjudges and orders as follows:

1. Defendants' Motion to Strike Affidavit of Robert Wells is DENIED.

2. Plaintiff's Motion to Strike Affidavit of Jeffrey Stuncard is GRANTED as to Paragraph 3 of the affidavit.
3. Defendants' Motion to Continue Hearing on Plaintiff's Second Renewed Motion for Summary Judgment is DENIED. This Court has already granted the Defendants several continuances with respect to Plaintiff's attempt to seek Summary Judgment on Count II of the Second Amended Complaint. On February 6, 2009, for example, this Court granted Defendants' Motion to Continue the Hearing on Plaintiff's earlier Motion for Summary Judgment regarding Count II of the Second Amended Complaint. Then again, on April 7, 2009, this Court granted Defendants' Motion to Continue Hearing on Plaintiff's Renewed Motion for Summary Judgment regarding Count II of the Second Amended Complaint. Indeed, on May 27, 2009, after it was brought to the Court's attention that the Defendants failed to serve four pleadings relating to the Second Renewed Motion for Summary Judgment (*i.e.*, Motion to Strike Affidavit of Robert Wells, Affidavit of Jeffrey Stuncard, Request for Judicial Notice (RU-6), and Defendants' Response to Plaintiff's Second Renewed Motion for Summary Judgment), this Court, yet again, granted Defendants' Motion to Continue the Hearing and rescheduled the hearing to May 29, 2009 in order to give the Defendants an opportunity to have this issue decided on the merits.
4. Plaintiff's Second Renewed Motion for Summary Judgment is GRANTED on Count II of the Second Amended Complaint. As set forth in more detail below, the Access Road on the Access Parcel depicted in the 1973 Easement Agreement that is attached hereto is impressed with an express easement appurtenant for access to the Plaintiff's Campground Property for 350-400 units on the

Campground Property. This is a permanent easement for access to the Calusa Campground Property for all of the owners, occupants, guests and staff of Plaintiff.

5. In reaching this conclusion, this Court has considered the entire court file and, in particular, the following documents, together with attachments, that were filed in connection with the Plaintiff's Second Renewed Motion for Summary Judgment: Defendant's Response to Plaintiff's Second Renewed Motion for Summary Judgment, the affidavit of Martha Noval dated January 30, 2009, the affidavit of Jaime Canaves dated May 14, 2009, the affidavits of Adalberto Vigil dated May 18, 2009 and May 25, 2009, the affidavit of Jeffrey Stuncard dated May 20, 2009 (with the exception of paragraph 3), the undated affidavit of Bernardo Farinas filed May 14, 2009, the affidavits of Manuel Noval dated May 22, 2009 and May 22, 2009, the affidavit of George Eager dated December 14, 2007, and the affidavits of Robert Wells dated February 18, 2008 and April 29, 2009.
6. In connection with this ruling, this Court finds and adjudges as follows:
 - a. On February 28, 1973, George Eager ("Eager") owned the property located at 325 Calusa Street (the "Campground Property") and Mighty Mite Controls, Inc. ("Mighty Mite") owned the property more specifically described as Monroe County Alternate Key Numbers 9034840 and 1095150 (the "Access Parcel"). Robert Wells February 19, 2008 Affidavit ¶¶ 9-15; Robert Wells April 29, 2009 Affidavit ¶¶ 5; Eager Aff. ¶¶ 4 & 6.
 - b. On February 28, 1973, Eager and Mighty Mite entered into an "Agreement" (the "1973 Easement Agreement," a copy of which is attached to this Order) for Eager to "build a road on [the Access Parcel] to provide access to [the

Campground] property.” The Agreement provided that Eager would build the road on the Access Parcel as shown in the drawing attached to the Agreement (the “Access Road”). Wells February 19, 2008 Aff. ¶¶ 5-9 & pp. 6-9; Robert Wells April 29, 2009 Affidavit ¶¶ 4, 6, 7; Eager Aff. ¶ 5 & pp. 6-9.

- c. In 1973, Robert Wells was the Vice President of Mighty Mite and was personally involved in negotiating the 1973 Easement Agreement on behalf of Mighty Mite. Robert Wells is currently the President of Mighty Mite. Robert Wells April 29, 2009 Affidavit ¶¶ 5, 8.
- d. Mighty Mite intended to grant an easement over the Access Road for access to the Campground Property for 350-400 units that would be developed on the Plaintiff Campground Property. Mighty Mite intended for the easement over the Access Road to be a permanent easement for access to the Campground Property for all the owners, occupants, guests and staff of Plaintiff. Robert Wells April 29, 2009 Affidavit ¶¶ 6, 9, 10.
- e. Indeed, the Access Road has been continuously used for over 35 years in accordance with the 1973 Easement Agreement to access all of the units at the Plaintiff Campground Property. Robert Wells April 29, 2009 Affidavit ¶¶ 6, 9, 10.
- f. The Access Road on the Access Parcel is, therefore, impressed with an express easement appurtenant for access to the Plaintiff Campground Property for 350-400 units on the Plaintiff's Campground Property. Robert Wells April 29, 2009 Affidavit. The Plaintiff (*i.e.*, Calusa Campground Condominium Association and its unit owners) are successors in interest to Eager, and beneficiaries of the express easement, because the Plaintiff Calusa

Campground Condominium, located on the Campground Property, was created by Eager in 1998. See Calusa Campground Condominium Association Declaration of Condominium.

7. In connection with this ruling, this Court has also considered the Defendants' affirmative defenses. This Court finds that each affirmative defense is insufficient, as a matter of law, to defeat Summary Judgment in Plaintiff's favor.
 - a. Defendants' First Affirmative Defense fails as a matter of law because Plaintiff has clearly established a need for a judicial determination of the proper construction of the 1973 Easement Agreement because the Defendants have threatened to cut off Plaintiff's access to the property through the Access Road. (Deposition of Adalberto Vigil at 88, 93-97, filed with the Court on March 21, 2008).
 - b. Defendants' Second Affirmative Defense fails as a matter of law. The statute of frauds does not apply to this case because the 1973 Easement Agreement is in writing. Robert Wells April 29, 2009 Affidavit; Robert Wells February 19, 2008 Aff. p. 6-9; Eager Affidavit at pp. 6-9.
 - c. Defendants' Third Affirmative Defense fails as a matter of law because Plaintiff brought this suit shortly after (and well within the statute of limitations of) the Defendants' acquisition of the Access Parcel. See Complaint, Deposition of Adalberto Vigil at 88.
 - d. Defendants' Fourth Affirmative Defense fails as a matter of law because Mighty Mite owned the Access Parcel in 1973 and therefore had the capacity and legal ability to convey the easement over the Access Road. February 19, 2008 Affidavit of Robert Wells at 8-11, 13-14, and Exhibits C and D.

- e. Defendants' Fifth Affirmative Defense fails as a matter of law because the 1973 Easement Agreement created an access easement appurtenant to the Plaintiff Campground Property. Access easements are appurtenant to the dominant parcel, and, as testified to by Mighty Mite: "Mighty Mite Controls Inc. intended to grant an easement for access to the Calusa Campground Property for all the units that would be developed on the Calusa Campground Property." In other words, Mighty Mite testified, and this Court finds, that "it was not an easement personal to George Eager." Robert Wells April 29, 2009 Affidavit ¶¶ 6, 9, 10; Wells February 19, 2008 Aff. p. 6; Eager Aff. p. 6.
- f. Defendant's Sixth Affirmative Defense fails as a matter of law because the 1973 Easement Agreement created an easement appurtenant to the ownership of the Plaintiff Campground Property, which runs with the land for the benefit of Plaintiff and its unit owners (including occupants, guests and staff of Plaintiff) as successors in interest to Eager. Robert Wells April 29, 2009 Affidavit ¶¶ 6, 9, 10; Wells February 19, 2008 Aff. p. 6; Eager Aff. p. 6.
- g. Defendants' Seventh Affirmative Defense fails as a matter of law because there was no point in time at which a single entity owned both the Access Parcel and every unit within Plaintiff Calusa. This Court is mindful that Eager purchased the Access Parcel in 2003, but at that time, he did not own every unit within Calusa on the Campground Property. See 2003 Road Access Deed (attached to Second Renewed Motion for Summary Judgment); Calusa Campground Condominium Association Declaration of Condominium (attached to Second Amended Complaint).

- h. Defendants' Eighth Affirmative Defense fails as a matter of law because this Court finds that Mighty Mite intended to grant an easement for permanent access to the Plaintiff for 350-400 units that would be developed on the Plaintiff's Campground Property. Again, the Access Road has been continuously used for over 35 years in accordance with the 1973 Easement Agreement to access all of the units at Plaintiff's Campground Property. Robert Wells April 29, 2009 Affidavit ¶¶ 6, 9, 10; Wells February 19, 2008 Aff. p. 6-9.
- i. Defendants' Ninth Affirmative Defense fails as a matter of law because the 1973 Easement Agreement was recorded at Monroe County Official Record Book 1515, Pages 458- 461. Wells February 19, 2008 Aff. p. 6-9. The 1973 Easement Agreement was even cited as an exception to Defendants' title policy when Defendants' purchased the Access Parcel. See Exception #9 to Defendants' title insurance policy for the Access Parcel. As a result, Defendants had both actual and constructive notice of the 1973 Easement Agreement when they purchased the Access Parcel.
- j. Defendants' Tenth and Eleventh Affirmative Defenses fail as a matter of law. Plaintiff is not estopped from claiming the existence of an express easement, nor has Plaintiff waived a claim to the easement. Indeed, an easement appurtenant is transferred with the dominant property even if there is no mention of the easement in the instrument of transfer. Robert Wells April 29, 2009 Affidavit ¶¶ 6, 9, 10; Wells February 19, 2008 Aff. p. 6-9.
- k. Defendants' Twelfth Affirmative Defense fails as a matter of law because, again, this action was filed almost immediately after Defendants purchased

the Access Parcel, and Defendants made a demand for \$1.3 million to sell the Access Parcel to Calusa. Deposition of Adalberto Vigil at 88.

- l. Defendants' Thirteenth Affirmative Defense fails as a matter of law. Indeed, this affirmative defense has no bearing on this case.
- m. Defendants' Fourteenth Affirmative Defense fails as a matter of law because an express easement actually requires permission of the landowner grantor, Mighty Mite. Robert Wells April 29, 2009 Affidavit ¶¶ 6, 9, 10; Wells February 19, 2008 Aff. p. 6-9.
- n. Defendants' Fifteenth Affirmative Defense fails as a matter of law because, as stated above, Plaintiff is a successor in interest to Eager, and thus has standing to enforce the 1973 Easement Agreement for the express easement appurtenant. See Calusa Campground Condominium Association Declaration of Condominium.
- o. Finally, Defendants' Sixteenth Affirmative Defense fails as a matter of law, because the Marketable Record Title Act does not extinguish the 1973

Easement Agreement, which was recorded at Monroe County Official Record

Book 1515, Pages 458- 461. Wells February 19, 2008 Aff. p. 6-9.

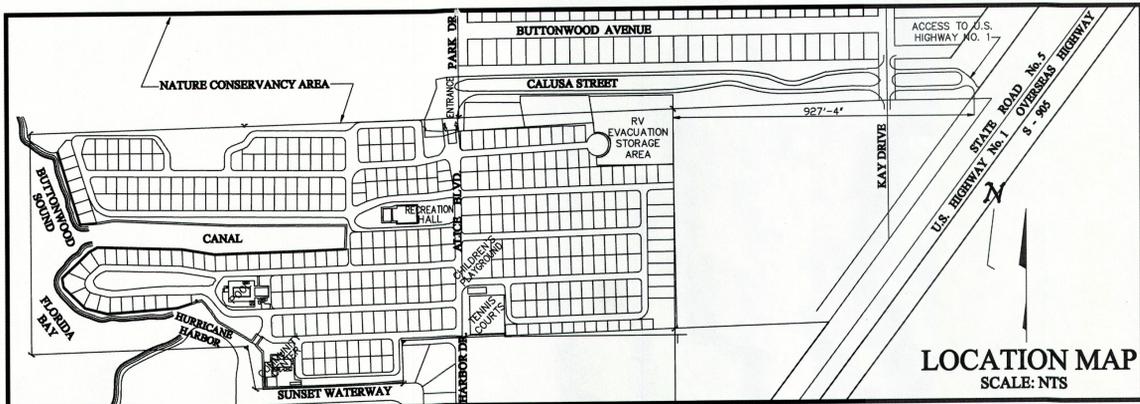
Done and Ordered in Chambers, in Monroe County, Florida, on June 5, 2009.



Honorable W. Reagan Ptomey
County Court Judge

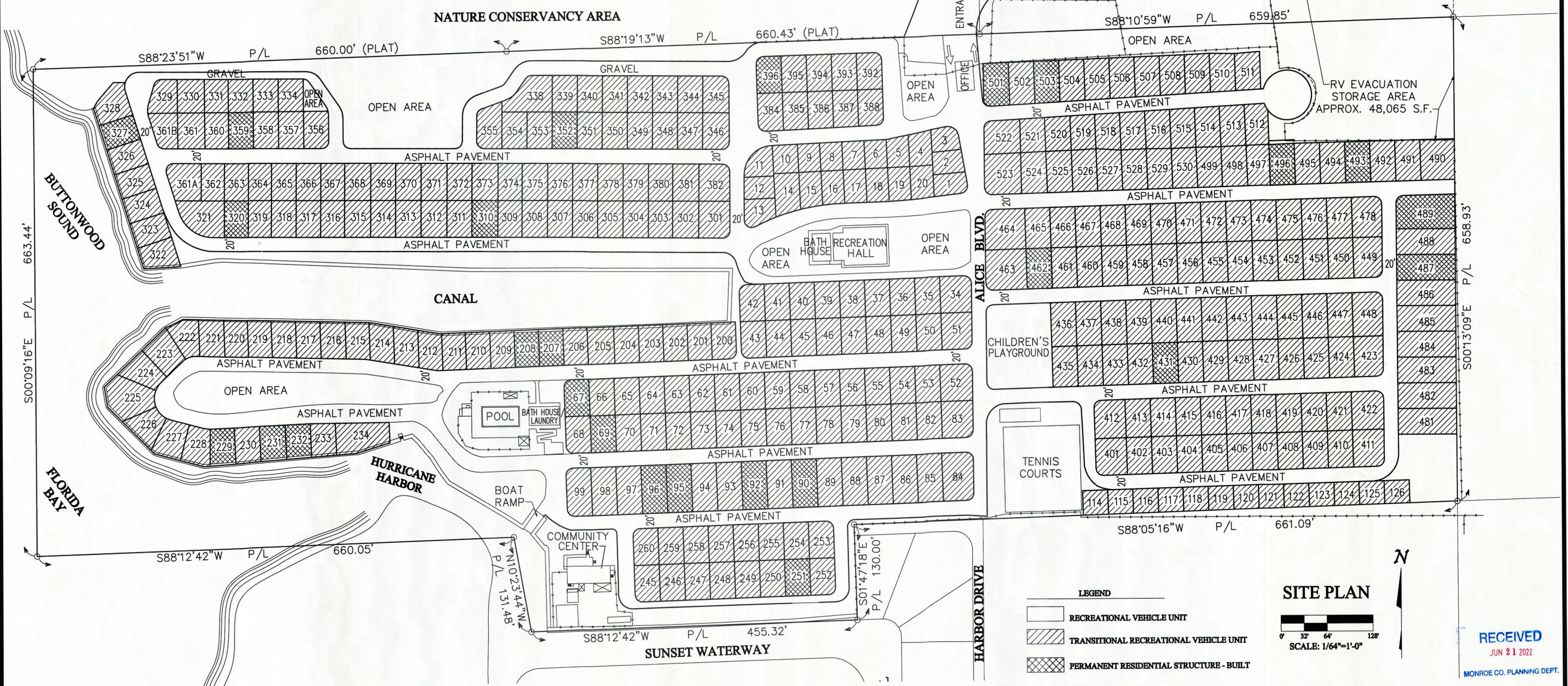
Copies to: Elena Vigil Farinas ✓
Bob Shillinger ✓
Jeffrey C. Schneider ✓
Amanda Quirke ✓
Andrew Tobin ✓ 6/5/09

End of Additional File 2019-074



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

- 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.
- BUILDING HEIGHT FOR ALL PERMANENT STRUCTURES SHALL BE LIMITED TO 35 FT. FROM ESTABLISHED GRADE.
- THE SETBACKS FOR ALL PERMANENT STRUCTURES SHALL BE AS FOLLOWS:
 - SHORELINE SETBACK, 10 FT. FROM THE MEAN HIGH WATER LINE FOR ALL ALTERED AND UNALTERED SHORELINES ON THE PROPERTY.
 - INTERIOR SIDE SETBACK OF 5 FEET FROM THE LOT LINE
 - EXTERIOR SIDE SETBACK SHALL BE THE LESSER OF
 - 5 FEET OR
 - THE MINIMUM DISTANCE TO COMPLY WITH ALL SIGHT TRIANGLE REQUIREMENTS OF THE MONROE COUNTY ZONING CODE.
 - FRONT SETBACK SHALL THE LESSER OF
 - 5 FEET OR
 - THE MINIMUM DISTANCE TO COMPLY WITH ALL SIGHT TRIANGLE REQUIREMENTS OF THE MONROE COUNTY ZONING CODE.
 - REAR SETBACK SHALL BE 5 FEET FROM THE LOT LINE.
 - ALL SETBACKS FOR THE PERIMETER OF THE CAMPGROUND PROPERTY SHALL NOT BE LESS THAN 5 FEET.
- IMPERVIOUS LOT COVERAGE SHALL BE LIMITED TO 80% OF THE CONDOMINIUM UNIT LOT AREA.
- ALL HABITABLE PERMANENT STRUCTURES CONSTRUCTED AFTER THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE ELEVATED TO THE BASE FLOOD ELEVATION.



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	LOT CHANGES	BY
10-23-08	H.F.	01-27-16 LOT 228 BUILDABLE	D.E.G.
11-06-08	H.F.	05-09-17 LOT 227 BUILDABLE	D.E.G.
12-24-08	H.F.	01-03-19 ALL LOTS BUILDABLE, LOTS WITH PERMANENT HOUSE	D.E.G.
03-26-09	H.F.	06-02-22 LOTS 251 & 359 WITH PERMANENT HOUSES	D.E.G.
04-26-11	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.

Jacqueline Bonfill Gee
 6-9-2022

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