

File #: 2020-038

Owner's Name: SIMV Hotel 1, LLC &
Longstock II, LLC

Applicant: Smith Hawks, PL

Agent: Barton W. Smith, Esq.
Chelsea Vanadia, Esq.

Type of Application: Amendment to Development
Agreement

Key: Stock Island

RE #: 00123761.000100; 00123761.000200;
00123761.000300; 00123761.000400;
00123761.000500; 00123761.000600;
00123761.000700; 00123761.000800;
00123761.000900; 00123761.001000

Additional Information added to File 2020-038

End of Additional File 2020-038

SMITH/HAWKS
ATTORNEYS AT LAW

Barton W. Smith, Esq.
Telephone: (305) 296-7227
Facsimile: (305) 296-8448
Email: Bart@SmithHawks.com

SENT VIA EMAIL AND FED-EX
7778 2113 6931

February 21, 2020

Emily Schemper, AICP, CFM, Senior Director
Monroe County Planning and Environmental Resources
2798 Overseas Highway, Suite 400
Marathon, Florida 33050
Email: Schemper-Emily@MonroeCounty-FL.Gov



RE: Longstock II, LLC and SIMV Hotel 1, LLC Request for Amendment to Development Agreement

Dear Emily,

Please find enclosed Longstock II, LLC and SIMV Hotel 1, LLC's (together, "Applicant") Request for an Amendment to Development Agreement ("Application") along with a check in the amount of \$14,280.00 representing payment of the fees for the Application. The Application is to enter into a development agreement with Monroe County pursuant to Sections 110-132 and 110-133 of the Monroe County, Florida, Code of Ordinances, and the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220-163.3243, to amend the development agreement to authorize the following development:

- i. The addition of nineteen (19) employee affordable housing attached dwelling units;
- ii. The addition of up to thirty (30) hotel rooms for a total of up to one hundred thirty (130) hotel rooms and additional amenities ancillary and accessory to the hotel use, including a lobby, gatehouse, offices, fitness center, bath house, maintenance, and housekeeping consisting of up to 10,000 square feet;
- iii. A total nonresidential commercial floor area of up to 47,957 square feet;
- iv. A marine service, fish house, retail and distribution operation building of up to 5,000 square feet; and
- v. Additional amenities ancillary and accessory to marina use, including two restaurants and a pool bar with up to 400 seats and up to 7,000 square feet of floor area.

A copy of the Application package is enclosed, please date-stamp and return the copy using the enclosed self-addressed envelope. Please do not hesitate to contact me with any questions.

Sincerely,

Barton W. Smith

BWS/AJD/bg

Enclosures

Cc: (Electronically): Ilze Aguila, Sr. Planning Commission Coordinator (Aguila-Ilze@MonroeCounty-FL.Gov)

138 SIMONTON STREET, KEY WEST, FLORIDA 33040 U.S.A.
T. 305-296-7227 F. 305-296-8448 SMITHHAWKS.COM

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

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

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

Date of Request: 02 / 20 / 2020
Month Day Year

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

Smith Hawks, PL

Applicant (Name of Person, Business or Organization)

Barton W. Smith, Esq. / Chelsea Vanadia, Esq.

Name of Person Submitting this Application

138 Simonton Street, Key West, Florida 33040

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

(305) 296-7227

Work Phone

Home Phone

Cell Phone

Bart@smithhawks.com / Chelsea@smithhawks.com

Email Address

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

SIMV Hotel 1, LLC and Longstock II, LLC

(Name/Entity)

c/o Agent

Contact Person

c/o Agent

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

c/o Agent

Work Phone

Home Phone

Cell Phone

c/o Agent

Email Address

Legal Description of Property:

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

See attached

Block

Lot

Subdivision

Key

Real Estate (RE) Number

Alternate Key Number

6803, 6805, 6991, 7001, 7005, 7009, 7011, 7025 and 7075 Shrimp Road, Stock Island, Florida

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): Maritime Industries

Present Land Use(s) of Property(s): Hotel; Marina; Commercial fishing

Land Area of Property(s): 41.2 acres

Provide the names of all parties which would be involved in the development agreement:
Monroe County, Florida, SIMV Hotel 1, LLC, and Longstock II, LLC

Provide a clear description of the proposed use(s) on the property(s):
Hotel; employee housing; marina; commercial retail; commercial fishing; offices; and light industrial

Provide a clear description of the proposed population densities, and the proposed building intensities and height for the development on the property(s):
Up to one hundred thirty (130) hotel rooms and nineteen (19) employee housing units
Nonresidential intensity not to exceed 47,957 square feet

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:
The Florida Keys Aqueduct Authority provides domestic potable water; Keys Energy Services provides electric service; Monroe County (through franchisee) provides solid waste service; KW Resort Utilities Corp. provides wastewater service

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

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

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: _____

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 **Tab 1**
- Correct fee (check or money order payable to *Monroe County Planning & Environmental Resources*)
- Proof of ownership (i.e., Warranty Deed) **Tab 2**
- Ownership Disclosure Form **Tab 3**
- Current Property Record Card(s) from the Monroe County Property Appraiser **Tab 4**
- Location map **Tab 5**
- Photograph(s) of site(s) from adjacent roadway(s) **Tab 6**
- Signed and Sealed Boundary Survey(s), prepared by a Florida registered surveyor – eight (8) sets (at a **Tab 7** 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 **See Letter and Proposed Development Agreement**
- Typed name and address mailing labels of all property owners within a 600 foot radius of the property(s) **Tab 8** – (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) **Tab 9**
- 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) **Tab 10**
- 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 **Proposed Updated Traffic Table, Tab 11**
- 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.

* * * * *

Prepared by:
Barton W. Smith, Esq.
Smith/Oropeza, PL
138-142 Simonton St.
Key West, FL 33040

Doc# 1992406 07/30/2014 3:38PM
Filed & Recorded in Official Records of
MONROE COUNTY AMY HEAVILIN

Doc# 1992406
Bk# 2896 Pg# 1445

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on the 16th day of July 2014, by and between **Monroe County, Florida**, a Political Subdivision of the State of Florida ("Monroe County") and **Longstock II, LLC**, a Florida limited liability company, d/b/a Stock Island Marina Village ("SIMV") (collectively, the "Parties"), pursuant to Sections 110-132 and 110-133 of the Monroe County, Florida, Code of Ordinances ("Monroe County Code"), and the Florida Local Government Development Agreement Act, Florida Statutes Sections 163.3220-163.3243 (2013), and is binding on the "Effective Date" set forth herein:

WITNESSETH:

The Parties hereby agree as follows:

I. RECITALS

- A. This Agreement involves the redevelopment of property located at 700 and 7009 Shrimp Road, Stock Island, Florida.
- B. All Parties have the authority to enter into this Agreement through Florida Statutes Chapter 163.
- C. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development 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.
- D. 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 (the "Act").
- E. The Parties recognize that the public noticing and hearing procedures shall follow the requirements of Section 163.3225, Florida Statutes, which requires the local government to conduct two public hearings, one of which may be before the Planning Commission.
- F. Monroe County finds that entering into this Agreement furthers the purposes, goals, objectives and policies of the Monroe County Comprehensive Plan which contains goals and objectives, including but not limited to Policy 101.4.5, which seeks to encourage the preservation of traditional working waterfront uses along with promoting recreational and commercial working waterfront uses, as defined by 342.07, F.S. by permitting a mix of uses

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- 1 on properties whose Future Land Use Map ("FLUM") designation is Mixed Use /
2 Commercial (MC) and zoning district is Maritime Industries (MI).
3
- 4 G. Monroe County finds that entering into this Agreement implements Policy 101.20.2 by
5 encouraging the redevelopment of Safe Harbor as identified in the Stock Island/Key Haven
6 Livable Communikeys Master Plan Volume I and II.
7
- 8 H. Monroe County finds that entering into this Agreement implements Goal 102 providing the
9 Monroe County shall direct future growth to lands which are intrinsically most suitable for
10 development and shall encourage conservation and protection of environmentally sensitive
11 lands.
12
- 13 I. Monroe County Code Section 138-22(2) allows for the transference of transient residential
14 ROGO exemptions (TREs) from sender sites in the Lower Keys ROGO subarea or the Big
15 Pine Key/No Name Key ROGO subareas to receiver sites in the Lower Keys ROGO subarea.
16 The receiver site/unit meets all of the following criteria: 1) The receiver site is located in the
17 same ROGO subarea as the sender site, with the exception that ROGO exemptions associated
18 with transient residential dwelling units may be transferred from the Big Pine and No Name
19 Key ROGO subarea to the Lower Keys ROGO subarea; 2) The receiver unit shall only be
20 constructed within a) a tier III designated area or b) a tier III-A (special protection area)
21 designated area where the development does not involve the clearing of any native habitat;
22 and 3) Receiver unit shall not be constructed within a velocity (V) zone.
23
- 24 J. SIMV property is generally described as follows:
25
- 26 1. SIMV owns that certain real property located at 700 and 7009 Shrimp Road, Stock
27 Island, Florida ("SIMV Property"). A copy of the Special Warranty Deed evidencing
28 SIMV's ownership is attached as Exhibit 1. Historically and currently the SIMV
29 Property was and is being used for water dependent uses.
30
 - 31 2. The SIMV property complete legal description is provided in Exhibit 2.
32
 - 33 3. As of the date of this Agreement, the SIMV Property is assessed by the Monroe County
34 Property Appraiser as real estate numbers 00123760-000200, 00123720-000100 and
35 00123720-000200.
36
 - 37 4. The SIMV Property currently has a Maritime Industries ("MI") Land Use (Zoning)
38 District designation and a corresponding Mixed Use Commercial ("MC") Future Land
39 Use Map designation. A copy of the Land Use District Map and Future Land Use Map
40 for the SIMV Property is attached as Exhibit 3.
41
 - 42 5. The SIMV Property currently has a Tier Overlay District designation of Tier III.
43
 - 44 6. The SIMV Property consists of 44.124 acres, including 12.24 acres of upland and 31.884
45 acres of submerged land.
46

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- 1 7. Since September 15, 1986, marinas in the MI Land Use (Zoning) District require a major
- 2 conditional use permit. Since the SIMV Property was lawfully developed with a marina
- 3 prior to September 15, 1986, the SIMV Property is deemed to have a major conditional
- 4 use permit in accordance with Monroe County Code Section 101-4(c).
- 5
- 6 8. In 2012, SIMV applied for and was granted a minor deviation to its conditional use for
- 7 reconfiguring 173 of its existing 361 wet slips. The approval is memorialized by a letter
- 8 from the Planning & Environmental Resources Director Townsley Schwab dated July 10,
- 9 2012. A copy of the Minor Deviation approval is attached as Exhibit 4.

10
11 **II. PURPOSE**

- 12
- 13 A. The overall purpose of this Agreement is to allow the Parties to provide certainty in
- 14 development of the SIMV Property.
- 15
- 16 B. The Agreement allows the redevelopment of property located at 700 and 7009 Shrimp
- 17 Road, Stock Island, Florida, in compliance with all applicable provisions of Florida Statutes,
- 18 the Principles for Guiding Development in the Florida Keys Area of Critical State Concern,
- 19 the Monroe County Comprehensive Plan, the Master Plan for the Future Development of
- 20 Stock Island and Key Haven, and the Monroe County Code.
- 21
- 22 C. The Agreement allows the Parties to implement the provisions of Monroe County Code
- 23 Section 138-22(2) as applied to the Properties in order to allow for a reasonable use of the
- 24 SIMV Property by allowing the transference of market-rate transient residential TRE's
- 25 lawfully associated with Sender Site(s) to the Receiver Site.
- 26
- 27 D. SIMV desires to transfer up to and including one-hundred (100) transient TREs from sender
- 28 site(s) to the receiver site SIMV Property.
- 29

30 **III. AGREEMENT REQUIREMENTS**

- 31
- 32 A. **Recitals.** The recitals explaining the intent and purpose of the project as set forth in the
- 33 preceding clauses are incorporated herein and form a material part of this Agreement. The
- 34 Parties recognize the binding effect of Florida Statutes Sections 163.3220-163.3243, as to the
- 35 form and content of this Agreement and in accordance therewith set forth and agree to the
- 36 following.
- 37
- 38 B. **Legal Description and Ownership.** The legal descriptions for the Properties subject to this
- 39 Agreement are set forth in Exhibit 2.
- 40
- 41 C. **Duration of Agreement.** This Agreement shall remain in effect for ten (10) years from the
- 42 "Effective Date" as defined herein, and may be extended by mutual consent of the Parties
- 43 and approval at a public hearing, in accordance with Section 163.3229, Florida Statutes. For
- 44 the duration of this Agreement, the Parties agree that any development shall comply with and
- 45 be controlled by this Agreement, the Monroe County Code, and the Monroe County

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1 Comprehensive Plan governing the development of land in effect on the date of execution of
2 this Agreement, in accordance with Section 163.3220, Florida Statutes.

3
4 **D. Permitted Uses.**

5
6 1. SIMV, 700 and 7009 Shrimp Road, Stock Island:
7

8 a. The SIMV Property currently has a MI Land Use (Zoning) District designation and a
9 corresponding MC Future Land Use Map designation.

10
11 b. In accordance with this Agreement and with the MC Future Land Use Map category,
12 as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the permitted uses
13 in the MC Future Land Use Map category include, but are not limited to, commercial
14 retail; office; maritime industry; commercial fishing; hotels; marinas, light industrial
15 and accessory uses.

16
17 c. In accordance with this Agreement and with the MC Future Land Use Map category,
18 as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the SIMV
19 Property shall maintain a minimum of 35% (or 4.28 acres) of the upland area of the
20 property for working waterfront and water dependent uses (excluding transient uses).

21
22 d. In accordance with this Agreement and with the MC Future Land Use Map category,
23 as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the SIMV
24 Property shall maintain a minimum of 20% of the existing wet slips and 10% of any
25 future new wet slips for vessels involved with recreational and commercial working
26 waterfront uses. The dockage for recreational and commercial working waterfront
27 uses shall be documented on the final development plan and shall be a written
28 condition of any permit approval.

29
30 e. In accordance with this Agreement and with the MC Future Land Use Map category,
31 as set forth in Monroe County Comprehensive Plan Policy 101.4.5, the SIMV
32 Property shall be limited to commercial retail uses of less than 5,000 square feet of
33 floor area.

34
35 f. In accordance with this Agreement and with the MI Land Use (Zoning) District, as
36 set forth in Monroe County Code Section 130-85, and in compliance with other
37 provisions of the Code, the permitted uses in the MI Land Use (Zoning) District
38 include, but are not limited to, commercial retail; office; light industrial; commercial
39 fishing; hotels; marinas and accessory uses.

40
41 g. The redevelopment of the SIMV Property includes the addition of up to one hundred
42 (100) hotel rooms, restaurants, a fish house retail and distribution operation, and other
43 improvements related to the existing marina and accessory development. Not
44 including accessory structures related to the hotel use, the nonresidential intensity
45 shall not exceed 80,000 square feet.
46

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1 h. The height of any new structure associated with the redevelopment of the SIMV
 2 Property shall not exceed 35 feet measured from grade, except for solar apparatus,
 3 according to the Monroe County Code in effect at the execution of this Agreement.
 4 Height is defined as "the vertical distance between grade and the highest part of any
 5 structure, including mechanical equipment, but excluding chimneys; spires and/or
 6 steeples on structures used for institutional and/or public uses only; radio and/or
 7 television antenna, flagpoles; solar apparatus; utility poles and/or transmission
 8 towers; and certain antenna supporting structures with attached antenna and/or
 9 collocations as permitted in chapter 146. However, in no event shall any of the
 10 exclusions enumerated in this section be construed to permit any habitable or usable
 11 space to exceed the applicable height limitations." Monroe County Code defines
 12 "Grade" as the highest natural elevation of the ground surface, prior to construction,
 13 next to the proposed walls of a structure, or the crown or curb of the nearest road
 14 directly adjacent to the structure, whichever is higher. For purposes of the SIMV
 15 Property grade shall be determined based on the attached topographic survey attached
 16 hereto as Exhibit 5.

17
 18 **E. Public Facilities.** The impact on public facilities is nominal. The number of existing
 19 transient residential dwelling units and non-residential intensity at SIMV were recognized in
 20 the planning of the sewage treatment plant serving Stock Island.

21
 22 1. The Florida Keys Aqueduct Authority provides domestic potable water to the SIMV
 23 Property. Excluding existing development that may already be metered, the Florida Keys
 24 Aqueduct Authority will master meter the hotel use. In addition, excluding existing
 25 development that may already be metered, the Florida Keys Aqueduct Authority will
 26 meter other types of development accordingly.

27
 28 2. Keys Energy Services provides electric service to the SIMV Property. Excluding existing
 29 development that may already be metered, Keys Energy Services will master meter the
 30 hotel use. In addition, excluding existing development that may already be metered, Keys
 31 Energy Services will meter other types of development accordingly.

32
 33 3. Solid waste service is provided to each property by a solid waste collection system
 34 franchised by Monroe County.

35
 36 4. The SIMV Property is connected to central sewer via KW Resort Utilities Corp.'s
 37 system.

38
 39 **F. Reservation or Dedication of Land.** There is no reservation or dedication of land for public
 40 purposes contemplated by this Agreement.

41
 42 **G. Development Allowed and Required.** The following specific criteria are those which will
 43 guide development of the Property, and are standards by which any further approvals shall be
 44 measured and shall be as follows:

45

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- 1 a. The SIMV Property consists of 44.124 gross acres consisting of 12.24 acres of upland
2 and 31.884 acres of submerged land.
3
- 4 b. SIMV Property is permitted to transfer up to (100) transient TRE's from property(s)
5 located in the Lower Keys and Big Pine Key ROGO subareas.
6
- 7 c. Provided such development can be designed and approved by all applicable codes,
8 including but not limited to the Monroe County Code and Florida Building Code,
9 SIMV is permitted to develop the following buildings, facilities and structures on the
10 SIMV Property pursuant to this Agreement:
11
- 12 i. Up to one hundred (100) hotel rooms to be developed into a hotel.
13
- 14 ii. Additional amenities ancillary and accessory to the marina use, including two
15 restaurants and a pool bar with up to 300 seats and up to 7,000 square feet of floor
16 area.
17
- 18 iii. Additional amenities ancillary and accessory to the hotel use, including a lobby,
19 gatehouse, offices, fitness center, bath house, maintenance, and housekeeping
20 consisting of up to 10,000 square feet as depicted on plans submitted with this
21 Agreement.
22
- 23 iv. A marine services, retail, fish house retail and distribution building, boat barn
24 consisting of up to 40,000 square feet as depicted on plans submitted with this
25 Agreement.
26
- 27 v. Parking areas and landscaping
28
- 29 vi. Public access is permitted to the SIMV Property from 7:00 a.m. until dusk.
30
- 31 vii. Working waterfront and water dependent uses, such as marina, fish house/market,
32 boat repair, boat building, boat storage, or other similar uses but excluding
33 transient uses, shall be preserved by maintaining a minimum of 35% of the upland
34 area of the property for those uses.
35
- 36 (a) at least 20% of the existing wet slips shall be preserved for vessels involved
37 with recreational and commercial working waterfront uses, excluding live-aboard
38 vessels solely used as a residence and not for navigation.
39 (b) at least 10% of the new wet slips shall be preserved for vessels involved with
40 recreational and commercial working waterfront uses, excluding live-aboard
41 vessels solely used as a residence and not for navigation.
42 (c) the preservation of dockage for recreational and commercial working
43 waterfront uses shall be documented on the final development plan and shall be a
44 written condition of any permit approval.
45 (d) Permanent residential development shall be limited to commercial apartments
46 or employee housing.

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- 1 (e) The preservation of a public access walkway shall be required for all parcels
2 with direct access to the water. Consideration shall be given to security and the
3 physical constraints of the parcel. The public access walkway shall be
4 documented on the final development plan to link a continuous walkway and shall
5 be a written condition of any permit approval.
6 (f) Parcels shall be limited to commercial retail uses of less than 5,000 square feet
7 of floor area.
8
- 9 **H. Site Plan Approval:** Monroe County does hereby accept the conceptual site plan of the
10 SIMV Property. The conceptual site plan is attached as Exhibit 6. The development shall be
11 consistent with all applicable codes, including but not limited to the Monroe County
12 Comprehensive Plan and Monroe County Code. Following a review of compliance with such
13 codes, the final site plan must be approved by the Monroe County Planning Commission as
14 an amendment to the Property's major conditional use permit. The Planning Commission has
15 final authority over the site plan and the site plan may be amended by the Planning
16 Commission.
17
- 18 **I. Military Installation Area of Impact.** SIMV acknowledges and understands the SIMV
19 Property is within the Military Installation Area of Impact Overlay as defined by the Monroe
20 County Comprehensive Plan. The SIMV Property is located in the 55 – 59 and 60 – 64 DNL
21 (Day-Night Average Sound Level) noise contours pursuant to the 2013 Navy Final
22 Environmental Impact Statement. While not within a 65 DNL Noise Zone or greater, SIMV
23 agrees to sound attenuate all habitable buildings and shall strive to achieve an outdoor to
24 indoor Noise Level Reduction Level (NLR) of at least 25 decibels. Normal permanent
25 construction can be expected to provide a NLR of 20 dB.
26
- 27 **J. Finding of Consistency.** By entering into this Agreement, Monroe County finds that the
28 development permitted or proposed herein is consistent with the Monroe County
29 Comprehensive Plan and Monroe County Code.
30
- 31 **K. Breach, Amendment, Enforcement, and Termination.**
32
- 33 a. **Material Breach:** A material breach by the Parties is the failure of any Party to
34 comply with the terms of this Agreement after Notice as provided herein.
35
- 36 b. **Notice:** Upon any Party's material breach of the terms and conditions of this
37 Agreement, the non-breaching Party shall serve written Notice of the breach upon the
38 breaching Party pursuant to the procedure established in this Agreement and shall
39 provide the opportunity, within ninety (90) days of the date such Notice is served, to
40 propose a method of fulfilling the Agreement's terms and conditions or curing the
41 breach. The breaching Party shall be provided an additional ninety (90) days to cure
42 the material breach or to negotiate an amendment to this Agreement within a
43 reasonable time, as mutually agreed to by the Parties. This Agreement is not subject
44 to arbitration and must be amended in accordance with the statutory requirements.
45

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- 1 c. **Amendment or Termination:** The Parties hereto shall at all times adhere to the
2 terms and conditions of this Agreement. Amendment, termination, extension, or
3 revocation of this Agreement shall be made in accordance with the notification and
4 procedural requirements set forth herein.
5
- 6 i. Amendments to this Agreement shall subject Parties to the laws and policies in
7 effect at the time of the amendment only if the conditions of Section 163.3233(2),
8 Florida Statutes, are met.
9
- 10 ii. No modifications, extensions, amendments, or alterations of the terms or
11 conditions contained herein shall be effective unless contained in a written
12 document approved and executed by the Parties.
13
- 14 iii. Amendment, extension or termination shall require at least two (2) public
15 hearings. The hearings shall be held pursuant to an application filed with Monroe
16 County by the Party seeking to amend or terminate this Agreement, along with the
17 requisite filing fee. Notice of public hearing shall be in accordance with Monroe
18 County Ordinances and Florida Statutes.
19
- 20 d. **Enforcement:**
- 21
- 22 i. After notice and an opportunity to respond and/or cure the material breach as
23 provided for below. Monroe County may utilize appropriate code compliance
24 remedies to cure any breach after notice and an opportunity to cure as provided
25 herein.
26
- 27 ii. Monroe County, the other Parties, their successors or assigns, or any aggrieved or
28 any adversely affected person as defined in Section 163.3215(2), Florida Statutes,
29 may file an action for injunctive relief in the Circuit Court of Monroe County to
30 enforce the terms of this Agreement or to challenge compliance with the
31 provisions of Sections 163.3243, Florida Statutes.
32
- 33 iii. Nothing contained herein shall limit any other powers, rights, or remedies that
34 either party has, or may have in the future, to enforce the terms of this Agreement.
35
- 36 L. **Binding Effect of Agreement.** The covenants, agreements, and obligations herein contained,
37 except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit
38 of the Parties hereto and their respective personal representatives, heirs, successors and
39 assigns.
40
- 41 M. **State and Federal Law.** If State or Federal laws enacted after the effective date of this
42 Agreement preclude either Party's compliance with the terms of this Agreement, this
43 agreement shall be modified as is necessary to comply with the relevant State or Federal
44 Laws.
45

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- 1 O. **Compliance with Other Laws.** The failure of this Agreement to address a particular permit,
2 condition, term, or restriction shall not relieve the Parties of the necessity of complying with
3 the laws governing said permitting requirements, conditions, terms or restrictions.
4
- 5 P. **Reservation of Rights.** This Agreement shall not affect any rights, which may have accrued
6 to any party to this Agreement under applicable law. The Parties reserve any and all such
7 rights. All approvals referenced in this Agreement are subordinate to compliance with all
8 applicable laws, codes, and land development regulations and permits, except to the extent
9 otherwise provided for in this Agreement.
10
- 11 Q. **No Permit.** This Agreement is not and shall not be construed as a Development Permit,
12 Development Approval or authorization to commence development, nor shall it relieve the
13 Parties other than Monroe County of the obligations to obtain necessary Development
14 Approvals that are required under applicable law and under and pursuant to the terms of this
15 Agreement and Monroe County Code.
16
- 17 R. **Good Faith; Further Assurances; No Cost.** The Parties to this Agreement have negotiated
18 in good faith. It is the intent and agreement of the Parties that they shall cooperate with each
19 other in good faith to effectuate the purposes and intent of, and to satisfy their obligations
20 under, this Agreement in order to secure themselves the mutual benefits created under this
21 Agreement. The Parties agree to execute such further documents as may be reasonably
22 necessary to effectuate the provisions of this Agreement; provided that the foregoing shall in
23 no way be deemed to inhibit, restrict or require the exercise of Monroe County's police
24 power or actions of Monroe County when acting in a quasi-judicial capacity. Wherever in
25 this Agreement a provision requires cooperation, good faith or similar effort to be undertaken
26 at no cost to a party, the party co-operating, reviewing or undertaking the effort shall,
27 nonetheless, bear its cost of attendance at meetings, hearings, or proceedings and comment
28 and/or execution of documents, inclusive of the expense of its counsel.
29
- 30 S. **Successors and Assigns.** This Agreement shall constitute a covenant running with the land,
31 which shall be binding upon the Parties hereto, their successors in interest, heirs, assigns, and
32 personal representatives.
33
- 34 T. **Joint Preparation.** This Agreement has been drafted with the participation of the Parties
35 and their counsel, and shall not be construed against any party on account of draftsmanship.
36 The captions of each article, section and subsection contained in this Agreement are for ease
37 of reference only and shall not affect the interpretational meaning of this Agreement.
38 Whenever the term "included" is used in this Agreement, it shall mean that the included
39 items, or terms are included without limitation as to any other items or terms, which may fall
40 within the listed category.
41
- 42 U. **Notices.** All notices, demands, requests or replies provided for or permitted by this
43 Agreement shall be in writing and may be delivered by any one of the following methods: (a)
44 by personal delivery; (b) by deposit with the United States Postal Service as Certified or
45 Registered mail, return receipt requested, postage prepaid, to the addresses stated below; or
46 (c) by deposit with an overnight express delivery service with proof of receipt to the

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1 addresses stated below. Notice shall be deemed effective upon receipt. For purposes of
2 notice, demand, request, or replies:

3
4 The address of Monroe County shall be:

5
6 County Administrator
7 1100 Simonton Street
8 Room 2-205
9 Key West, Florida 33040

10
11 with a copy to

12
13 Robert Shillinger , Esq.
14 County Attorney
15 PO Box 1026
16 Key West, Florida 33041
17 and
18 1111 12th Street, Suite 408
19 Key West, Florida 33040

20
21 The address of SIMV shall be:

22
23 C/O Matthew Strunk
24 7009 Shrimp Road
25 Key West, Florida 33040

26
27 And a copy to

28
29 Barton W. Smith, Esq.
30 Smith Oropeza, P.L.
31 138 - 142 Simonton Street
32 Key West, Florida 33040

33
34 It is the responsibility of the Parties to promptly notify all other Parties of any change in
35 name or address for receipt of notice, demand, request, or replies.

36
37 **V. Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes,
38 acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot,
39 civil commotion, fire or other casualty and other causes beyond the reasonable control of the
40 party obligated to perform, excluding the financial inability of such party to perform and
41 excluding delays resulting from appeals or rehearing, shall excuse the performance by such
42 party for a period equal to any such period of prevention, delay or stoppage. In order to avail
43 itself of this force majeure provision, the party invoking the same shall provide the other
44 party with a written notice that shall consist of a recitation of all events that constitute force
45 majeure events under this Section, together with the beginning and ending dates of such
46 events.

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- 1
2 **W. Construction.** This Agreement shall be construed in accordance with the laws of the State of
3 Florida. The Parties to this Agreement have participated fully in the negotiation and
4 preparation hereof; and, accordingly, this Agreement shall not be more strictly construed
5 against any one of the Parties hereto. In construing this Agreement, the use of any gender
6 shall include every other and all genders, and captions and section and paragraph headings
7 shall be disregarded. All of the exhibits attached to this Agreement are incorporated in, and
8 made a part of, this Agreement.
9
- 10 **X. Omission.** The Parties hereto recognize and agree that the failure of this Agreement to
11 address a particular permit, condition, terms or restriction shall not relieve either Party of the
12 necessity of complying with the law governing said permitting requirements, conditions,
13 term, or restriction notwithstanding any such omission.
14
- 15 **Y. Jurisdiction and Governing Law.** The Parties hereto agree that any and all suits or actions
16 at law shall be brought in Monroe County, Florida and no other jurisdiction. This Agreement
17 shall be construed and interpreted under the laws of the State of Florida. This Agreement is
18 not subject to arbitration.
19
- 20 **Z. Attorney's Fees and Costs.** The Parties agree that in the event any cause of action or
21 administrative proceeding is initiated or defended by any party relative to the enforcement or
22 interpretation of this Agreement, the prevailing party shall be entitled to reasonable
23 attorney's fees, court costs, as an award against the non-prevailing party, and shall include
24 attorney's fees, courts costs, in appellate proceedings. Mediation proceedings initiated and
25 conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil
26 Procedure and usual and customary procedures required by the circuit court of Monroe
27 County.
28
- 29 **AA. Time of Essence.** Time shall be of the essence for each and every provision of this
30 Agreement.
31
- 32 **BB. Entire Agreement.** This Agreement, together with the documents referenced herein,
33 constitute the entire agreement and understanding among the Parties with respect to the
34 subject matter hereof, and there are no other agreements, representations or warranties other
35 than as set forth herein. This Agreement may not be changed, altered or modified except by
36 an instrument in writing signed by the Party against whom enforcement of such change
37 would be sought and subject to the requirements for the amendment of development
38 agreements in the Act.
39
- 40 **CC. Counterparts.** This Agreement may be executed in one or more counterparts, and by
41 different Parties hereto in separate counterparts, each of which when executed shall be
42 deemed to an original but all which taken together constitute one and the same agreement.
43
- 44 **DD. Recording.** Monroe County shall record this Agreement with the Clerk of the Circuit Court
45 of Monroe County within fourteen (14) days following signature by all Parties. SIMV agrees
46 that it shall be responsible for all recording fees and other related fees and costs related to the

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1 recording and delivery of this Agreement as described in this section. The provisions hereof
2 shall remain in full force and effect during the term provided herein and shall be binding
3 upon all successors in interest to the Parties to this Agreement.
4

5 **EE. Conflicting Resolutions.** All resolutions or parts thereof in conflict with the provisions of
6 this Agreement and its resolution are hereby repealed to the extent of such conflict.
7

8 **FF. Severability.** If any part of this Agreement is contrary to, prohibited by, or deemed invalid
9 under any applicable law or regulation, such provisions shall be inapplicable and deemed
10 omitted to the extent so contrary, prohibited, or invalid; however, the remainder of the
11 Agreement shall not be invalidated thereby and shall be given full force and effect as if the
12 contrary, prohibited, or invalid provision was never a part hereof.
13

14 **IV. Effective Date.** The "Effective Date" of this Agreement is forty-five (45) days after the duly
15 signed and recorded Agreement is received by the Florida Department of Economic
16 Opportunity pursuant to Chapter 380, Florida Statutes, and if appealed, until the appealed is
17 resolved and if challenged until the challenge is resolved.
18

19 [Rest of page intentionally left blank, signature page to follow]
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IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year below written.

Longstock II, LLC

By: *Donald Foss*
Donald Foss

Title: Manager

Doc# 1992406
Bkn 2686 Pgn 1457

Date: 7/16/14

The foregoing instrument was acknowledged before me on this 16 day of July, 2014, by Donald Foss, the manager of Longstock II, LLC. He is personally known to me and did not take an oath.

Jana Carter
Notary Public
My commission expires 08/08/2016

County of Monroe
State of FLORIDA

SEAL



JANA CARTER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE223411
Expires 8/8/2016

Heavilin
HEAVILIN, CLERK

MONROE COUNTY BOARD OF
COUNTY COMMISSIONERS

Kandis Bullard
DEPUTY CLERK

Shirley J. Murphy
MAYOR

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
[Signature]
Date: July 16, 2014

Doc# 1992406
Bk# 2696 Pg# 1458

Doc# 1819816 01/04/2011 11:13AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

This Document Prepared By and Return To:
Joe Miklas, Esq.
Joe Miklas, P.A.
P.O. Box 366
Islamorada, FL 33036

01/04/2011 11:13AM
DEED DOC STAMP CL: RHONDA \$112,000.00

Parcel ID Number: 9091103 et seq.

Doc# 1819816
Bk# 2499 Pg# 355

Special Warranty Deed

This Indenture, made this 29th day of December, 2010, between NEW STOCK ISLAND PROPERTIES, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantor and

LONGSTOCK II, LLC, a Florida limited liability company, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantee.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN (\$10) DOLLARS and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Monroe, State of Florida, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" HERETO

NOTE: This is an absolute conveyance of the title in consideration of the cancellation of the debt secured by the mortgage and is not intended to be an additional security.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

Exhibit 1

Doc# 1818016
Bk# 2499 Pg# 356

Doc# 1892406
Bk# 2696 Pg# 1459

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence

NEW STOCK ISLAND PROPERTIES, LLC,
a Delaware limited liability company

By: New Stock Island Properties II, LLC,
a Delaware limited liability company
its Member

Patricia Dougherty
Printed name: Patricia Dougherty
Witness

By: New Stock Island Properties III, LLC,
a Delaware limited liability company
its Member

Maura Cerullo
Printed name: Maura Cerullo
Witness

By: EVA Realty, LLC, a Delaware limited
liability company its Manager

By: Matthew Strunk
Matthew Strunk
Title: Authorized Representative

STATE OF New York
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 29th day of December, 2010, by Matthew Strunk, as Authorized Rep of EVA Realty, LLC, the Manager of New Stock Island III, LLC, a Delaware limited liability company, the Member of New Stock Island Properties II, LLC, a Delaware limited liability company, the Member of New Stock Island Properties, LLC, a Delaware limited liability company, on behalf of said companies, who is personally known to me or who produced NYS Driver's License as identification.

Janet Gerena
Notary Public
Print Name: Janet Gerena
Commission No. 01GE0223275
Commission Expires: 06/14

(Seal)

JANET GERENA
Notary Public, State of New York
No. 01GE0223275
Qualified in Suffolk County
Commission Expires 06/07/2014

EXHIBIT ADoc# 1819816
Bk# 2499 Pg# 357Doc# 1992406
Bk# 2696 Pg# 1460**PARCEL A:**

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 456.55 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREIN AFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 119.17 FEET; THENCE BEAR SOUTH 05 DEGREES 54 MINUTES 55 SECONDS WEST, 186.69 FEET; THENCE BEAR SOUTH 84 DEGREES 05 MINUTES 05 SECONDS EAST, 175.00 FEET TO A POINT; THENCE BEAR NORTH 34 DEGREES 32 MINUTES 55 SECONDS EAST, 116.44 FEET TO A POINT; THENCE BEAR NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 915.36 FEET TO A POINT; THENCE BEAR NORTH 06 DEGREES 02 MINUTES 03 SECONDS WEST, 230.00 FEET, TO A POINT WHICH IS BEARING NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST FROM THE AFOREMENTIONED POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1108.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 83 DEGREES, 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES, 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES, 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES, 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES, 04 MINUTES WEST, 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 19 MINUTES EAST, 140 FEET MORE OR LESS TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES, 56 MINUTES EAST, 970 FEET, MORE OR LESS, OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES, 55 MINUTES WEST, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES, 32 MINUTES WEST, ALONG SAID CENTER LINE OF SAID SPIT OF LAND 1108 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING SOUTH 02 DEGREES, 04 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 02 DEGREES, 04 MINUTES EAST, 194.29 FEET BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

Exhibit 1

Doc# 1818016
Bk# 2499 Pg# 358

Doc# 1892406
Bk# 2696 Pg# 1461

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST 977.77 FEET OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES 37 MINUTES 29 SECONDS WEST, 192.30 FEET TO THE CENTERLINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE OF SAID SPIT OF LAND 1096.56 FEET TO A POINT WHICH IS BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 194.29 FEET BACK TO POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND AND SUBMERGED LAND AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84° 02' 07" EAST, 484.79 FEET; THENCE BEAR SOUTH 05° 39' 55" WEST, 938.76 FEET; THENCE BEAR SOUTH 08° 09' 05" EAST, 249.71 FEET; THENCE BEAR SOUTH 14° 38' 05" EAST, 36.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 14° 38' 05" EAST, 94.83 FEET; THENCE BEAR SOUTH 01° 56' 55" WEST, 82.95 FEET; THENCE BEAR NORTH 89° 24' 55" EAST, 1120.76 FEET, OUT ONTO A SPIT OF LAND TO THE SHORELINE; THENCE BEAR NORTH 05° 37' 29" EAST, 161.06 FEET TO A POINT; THENCE BEAR SOUTH 89° 24' 55" WEST, 1000.60 FEET TO A POINT ON A CONCRETE SEAWALL, SAID POINT BEARING SOUTH 85° 13' 05" EAST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 85° 13' 05" WEST, 157.63 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE EASTERLY LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO EASTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 500 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 191.5 FEET

Exhibit 1

Doc# 1819016
Bk# 2499 Pg# 359

Doc# 1992406
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TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 393.5 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 226.08 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 20 FEET TO A POINT IN AN EXISTING SEAWALL; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY FACE OF SAID SEAWALL A DISTANCE OF 450.1 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO A SOUTHERLY LINE OF FIFTH AVENUE A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 68.5 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 227.2 FEET BACK TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.

ALSO DESCRIBED AND INSURED AS:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE 499.98 FEET TO THE EASTERLY LINE OF AN EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 05° 57' 53" W, ALONG SAID EASTERLY LINE, A DISTANCE 729.82 FEET TO THE SOUTHERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY LINE, A DISTANCE 191.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S 84°02'07" E, A DISTANCE OF 393.51; THENCE S 06° 00' 38" W, A DISTANCE OF 227.17 FEET; THENCE S 85° 29' 39" E, A DISTANCE OF 125.00 FEET; THENCE S 06° 01' 16" W, A DISTANCE OF 20.01 FEET TO THE SOUTHERLY FACE OF A CONCRETE SEAWALL; THENCE N 85° 29' 39" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 450.10 FEET; THENCE N 06° 23' 31" E, A DISTANCE OF 30.00 FEET; THENCE N 85° 29' 39" W, A DISTANCE 68.50 FEET; THENCE N 05° 56' 58" E, A DISTANCE OF 227.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464, AND ALSO IN OFFICIAL RECORDS BOOK 2287, PAGE 719, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SITUATED, LYING AND BEING IN THE COUNTY OF MONROE, STATE OF FLORIDA, TO WIT: A PARCEL OF LAND LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE

Doc# 1819016
Bk# 2499 Pg# 380

Doc# 1992406
Bk# 2896 Pg# 1483

COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE EAST LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO WESTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 499 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 701 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 586 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 29 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 615 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT IN THE SOUTHERLY LINE OF 5TH AVENUE; THENCE EASTERLY AND AT RIGHT ANGLES AND ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 29 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 499.98 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE LEAVING SAID LINE SOUTH 05° 57' 53" WEST, ALONG SAID LINE A DISTANCE OF 699.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84° 02' 07" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID FIFTH AVENUE A DISTANCE OF 740.00 FEET; THENCE SOUTH 05° 57' 53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 05° 57' 53" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 585.00 FEET TO THE WEST LINE OF SAID TRUSTEE'S DEED; THENCE NORTH 05° 57' 53" EAST, ALONG SAID LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL F:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 83 DEGREES AND 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES AND 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES AND 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES AND 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES AND 04 MINUTES WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 02 DEGREES AND 04 MINUTES WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES AND 19 MINUTES EAST, 140.00 FEET, MORE OR LESS, TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES AND 56 MINUTES EAST OUT INTO A SLIP 970 FEET, MORE OR LESS, TO A POINT; THENCE BEAR NORTH 05 DEGREES AND 55 MINUTES EAST, 150.00 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING NORTH 89 DEGREES AND 32 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89

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Bk# 2595 Pg# 1464

DEGREES AND 32 MINUTES WEST, 1120.00 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST, 249.71 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST OUT INTO A SLIP, 977.77 FEET TO A POINT; THENCE BEAR NORTH 05 DEGREES 37 MINUTES 29 SECONDS EAST, 184.10 FEET TO A POINT WHICH IS BEARING NORTH 89 DEGREES 24 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 1120.76 FEET BACK TO THE POINT OF BEGINNING.

PARCEL G:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 938.76 FEET; THENCE S 08° 09' 05" E FOR A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08° 09' 05" E, A DISTANCE OF 139.96 FEET; THENCE S 14° 38' 05" E, A DISTANCE OF 32.68 FEET; THENCE S 85° 13' 05" E, A DISTANCE OF 157.63 FEET; THENCE N 89° 24' 55" E, A DISTANCE OF 49.99 FEET; THENCE N 05° 12' 11" E, A DISTANCE OF 161.18 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 252.15 FEET TO THE POINT OF BEGINNING.

PARCEL H:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84° 02' 07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.79 FEET; THENCE SOUTH 05° 39' 55" WEST FOR A DISTANCE 938.76 FEET; THENCE SOUTH 08° 09' 05" EAST FOR A DISTANCE OF 42.15 FEET TO THE EASTERLY LINE OF A 30 FOOT EASEMENT AND THE EASTERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD AS

Exhibit 1

Doc# 1819816
Bk# 2499 Pg# 382

Doc# 1892406
Bk# 2696 Pg# 1465

RECORDED IN O.R. BOOK 2030, PAGE 949 (PARCEL A TRACT 1), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 08°09'05" EAST, A DISTANCE OF 207.56 FEET; THENCE SOUTH 14°38'05" EAST, A DISTANCE OF 131.51 FEET; THENCE SOUTH 01° 56' 55" WEST, A DISTANCE OF 575.72 FEET; THENCE SOUTH 05° 54' 55" WEST, A DISTANCE OF 186.69 FEET; THENCE SOUTH 84° 05' 05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 34° 32' 55" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 89° 27' 55" EAST, A DISTANCE OF 915.36 FEET; THENCE SOUTH 01° 07' 35" WEST, A DISTANCE OF 384.62 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 30.84 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08° 33' 02" EAST, A DISTANCE OF 25.26 FEET; 2. NORTH 01°03' 10" WEST, A DISTANCE OF 36.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.16 FEET; 7. NORTH 11° 54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57° 40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84° 56' 08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.62 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85° 01' 19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86° 09' 28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89° 59' 29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°26'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86° 26' 25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88° 24' 02" WEST, A DISTANCE OF 97.85 FEET; 25. SOUTH 81°39'19" WEST, A DISTANCE OF 76.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81° 33' 16" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84° 02' 07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88° 03' 57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 555.62 FEET TO THE NORTHERN TERMINUS OF PARCEL A TRACT 2 OF SAID QUIT CLAIM ON THE WEST LINE OF TRUSTEES DEED NO.20083 O.R.BOOK G-65, PAGE 82; THENCE NORTH 05°57'53" EAST, ALONG SAID LINE A DISTANCE OF 606.85 FEET TO THE POINT OF BEGINNING.

AND ALSO: BAY BOTTOM

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S. 84°02'07" E. ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S. 05°57'53" W. FOR A DISTANCE OF 2242.25 FEET; THENCE S.84°02'07"E., A DISTANCE OF 1310.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°02'07"E., A DISTANCE OF 363.01 FEET TO THE CENTERLINE OF THE ENTRANCE OF THE

Exhibit 1

Doc# 1819016
Bk# 2499 Pg# 383

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HARBOR; THENCE N.08°15'27"W., A DISTANCE OF 959.38 FEET; THENCE S. 81°44'33" W., A DISTANCE OF 132.23 FEET; THENCE N. 05°47'25" W., A DISTANCE OF 658.21 FEET; THENCE N. 83°54'54" W., A DISTANCE OF 255.03 FEET TO THE WESTERLY PART OF THE BAY BOTTOM LINE; THENCE MEANDER THE SAID BAY BOTTOM LINE SOUTHERLY FOR A CHORD OF S.14°34',07" E., A DISTANCE OF 284.16 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 310.00 FEET; THENCE S. 06°01'16" W., A DISTANCE OF 10.00 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 450.16 FEET; THENCE S. 06°23'31" W., A DISTANCE OF 49.85 FEET; THENCE S. 84°02'55" E., A DISTANCE OF 9.27 FEET; THENCE S. 05°12'11" W., A DISTANCE OF 161.18 FEET; THENCE N. 88°24'55" E., A DISTANCE OF 950.61 FEET; THENCE S. 05°37'29" W., A DISTANCE OF 537.46 FEET; THENCE N. 89°27'55" E., A DISTANCE OF 11.44 FEET; THENCE S. 06°02'03" E., A DISTANCE OF 230.00 FEET; THENCE S.01°07'35" W., A DISTANCE OF 384.62 FEET TO THE POINT OF BEGINNING.

PARCEL I: **Intentionally Omitted (Leasehold/Option terminated effective 7/31/2010)**

PARCEL J:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" e ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; THENCE S 84° 02' 07" E, FOR A DISTANCE OF 191.55 FEET; THENCE S 05° 56' 58" W, A DISTANCE OF 43.56 FEET; THENCE S 85° 29' 40" E, A DISTANCE OF 68.50 FEET; THENCE S 06° 23' 31" W, A DISTANCE OF 89.85 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 242.88 FEET; THENCE N 08° 09' 05" W, A DISTANCE OF 67.60 FEET; THENCE N 05° 57' 53" E, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING.

AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF PUBLIC RECORDS, OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 83 DEGREES, 56 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 57 FOR A DISTANCE OF 470 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST FOR A DISTANCE OF 1283.02 FEET; THENCE RUN SOUTH 41 DEGREES 58 MINUTES EAST FOR A DISTANCE OF 40.35 FEET TO THE SOUTHEAST CORNER OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078 AND THE WEST BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 FOR A DISTANCE OF 932.25 FEET TO THE SOUTHWEST CORNER OF

Exhibit 1

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 Bk# 2499 P# 364

SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 83 DEGREES 56 MINUTES EAST ALONG THE SOUTH BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083, THE SOUTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 19837-A AND THE NORTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20793 FOR A DISTANCE OF 1116.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 30 FEET; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST FOR A DISTANCE OF 1086.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 915.62 FEET; THENCE RUN NORTH 41 DEGREES 58 MINUTES WEST FOR A DISTANCE OF 40.35 FEET TO THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078, EXTENDED NORTHERLY, FOR A DISTANCE OF 1269.65 FEET TO THE NORTH BOUNDARY LINE OF SAID BLOCK 57; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID BLOCK 57 FOR A DISTANCE OF 30 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK I, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 469.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.45 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 05°57'53" EAST, A DISTANCE OF 933.45 FEET; THENCE LEAVING SAID LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY
 OFFICIAL PUBLIC RECORD

LEGAL DESCRIPTION

EXHIBIT A

Doc# 1810016
Bk# 2499 Pg# 357

Doc# 1892406
Bk# 2696 Pg# 1468

PARCEL A:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 456.55 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREIN AFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 119.17 FEET; THENCE BEAR SOUTH 05 DEGREES 54 MINUTES 55 SECONDS WEST, 186.69 FEET; THENCE BEAR SOUTH 84 DEGREES 05 MINUTES 05 SECONDS EAST, 175.00 FEET TO A POINT; THENCE BEAR NORTH 34 DEGREES 32 MINUTES 55 SECONDS EAST, 116.44 FEET TO A POINT; THENCE BEAR NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 915.36 FEET TO A POINT; THENCE BEAR NORTH 06 DEGREES 02 MINUTES 03 SECONDS WEST, 230.00 FEET, TO A POINT WHICH IS BEARING NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST FROM THE AFOREMENTIONED POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1108.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 83 DEGREES, 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES, 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES, 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES, 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES, 04 MINUTES WEST, 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 19 MINUTES EAST, 140 FEET MORE OR LESS TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES, 56 MINUTES EAST, 970 FEET, MORE OR LESS, OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES, 55 MINUTES WEST, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES, 32 MINUTES WEST, ALONG SAID CENTER LINE OF SAID SPIT OF LAND 1108 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING SOUTH 02 DEGREES, 04 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 02 DEGREES, 04 MINUTES EAST, 194.29 FEET BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

Exhibit 2

LEGAL DESCRIPTION

Doc# 1819015
Bk# 2499 Pg# 358

Doc# 1992405
Bk# 2696 Pg# 1469

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST 977.77 FEET OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES 37 MINUTES 29 SECONDS WEST, 192.30 FEET TO THE CENTERLINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE OF SAID SPIT OF LAND 1096.56 FEET TO A POINT WHICH IS BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 194.29 FEET BACK TO POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND AND SUBMERGED LAND AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84° 02' 07" EAST, 484.79 FEET; THENCE BEAR SOUTH 05° 39' 55" WEST, 938.76 FEET; THENCE BEAR SOUTH 08° 09' 05" EAST, 249.71 FEET; THENCE BEAR SOUTH 14° 38' 05" EAST, 36.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 14° 38' 05" EAST, 94.83 FEET; THENCE BEAR SOUTH 01° 56' 55" WEST, 82.95 FEET; THENCE BEAR NORTH 89° 24' 55" EAST, 1120.76 FEET, OUT ONTO A SPIT OF LAND TO THE SHORELINE; THENCE BEAR NORTH 05°37'29" EAST, 161.06 FEET TO A POINT; THENCE BEAR SOUTH 89° 24' 55" WEST, 1000.60 FEET TO A POINT ON A CONCRETE SEAWALL, SAID POINT BEARING SOUTH 85° 13' 05" EAST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 85° 13' 05" WEST, 157.63 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE EASTERLY LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO EASTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 500 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 191.5 FEET

Exhibit 2

LEGAL DESCRIPTION

Doc# 1818016
Bk# 2489 Pg# 358

Doc# 1982486
Bk# 2895 Pg# 1470

TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 393.5 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 226.08 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 20 FEET TO A POINT IN AN EXISTING SEAWALL; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY FACE OF SAID SEAWALL A DISTANCE OF 450.1 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO A SOUTHERLY LINE OF FIFTH AVENUE A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 68.5 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 227.2 FEET BACK TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.

ALSO DESCRIBED AND INSURED AS:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE 499.98 FEET TO THE EASTERLY LINE OF AN EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 05° 57' 53" W, ALONG SAID EASTERLY LINE, A DISTANCE 729.82 FEET TO THE SOUTHERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY LINE, A DISTANCE 191.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S 84°02'07" E, A DISTANCE OF 393.51; THENCE S 06° 00' 38" W, A DISTANCE OF 227.17 FEET; THENCE S 85° 29' 39" E, A DISTANCE OF 125.00 FEET; THENCE S 06° 01' 16" W, A DISTANCE OF 20.01 FEET TO THE SOUTHERLY FACE OF A CONCRETE SEAWALL; THENCE N 85° 29' 39" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 450.10 FEET; THENCE N 06° 23' 31" E, A DISTANCE OF 30.00 FEET; THENCE N 85° 29' 39" W, A DISTANCE 68.50 FEET; THENCE N 05° 56' 58" E, A DISTANCE OF 227.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464, AND ALSO IN OFFICIAL RECORDS BOOK 2287, PAGE 719, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SITUATED, LYING AND BEING IN THE COUNTY OF MONROE, STATE OF FLORIDA, TO WIT: A PARCEL OF LAND LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE

LEGAL DESCRIPTION

Dec# 1819018
Bk# 2499 Pg# 360

Dec# 1992405
Bk# 2896 Pg# 1471

COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE EAST LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO WESTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 499 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 701 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 586 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 29 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 615 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT IN THE SOUTHERLY LINE OF 5TH AVENUE; THENCE EASTERLY AND AT RIGHT ANGLES AND ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 29 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 499.98 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE LEAVING SAID LINE SOUTH 05° 57' 53" WEST, ALONG SAID LINE A DISTANCE OF 699.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84° 02' 07" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID FIFTH AVENUE A DISTANCE OF 740.00 FEET; THENCE SOUTH 05° 57' 53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 05° 57' 53" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 585.00 FEET TO THE WEST LINE OF SAID TRUSTEE'S DEED; THENCE NORTH 05° 57' 53" EAST, ALONG SAID LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL F:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 83 DEGREES AND 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES AND 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES AND 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES AND 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES AND 04 MINUTES WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 02 DEGREES AND 04 MINUTES WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES AND 19 MINUTES EAST, 140.00 FEET, MORE OR LESS, TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES AND 56 MINUTES EAST OUT INTO A SLIP 970 FEET, MORE OR LESS, TO A POINT; THENCE BEAR NORTH 05 DEGREES AND 55 MINUTES EAST, 150.00 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING NORTH 89 DEGREES AND 32 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89

LEGAL DESCRIPTION

Doc# 1819816
Bk# 2499 Pg# 361

Doc# 1992468
Bk# 2696 Pg# 1472

DEGREES AND 32 MINUTES WEST, 1120.00 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST, 249.71 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST OUT INTO A SLIP, 977.77 FEET TO A POINT; THENCE BEAR NORTH 05 DEGREES 37 MINUTES 29 SECONDS EAST, 184.10 FEET TO A POINT WHICH IS BEARING NORTH 89 DEGREES 24 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 1120.76 FEET BACK TO THE POINT OF BEGINNING.

PARCEL G:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED-IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 938.76 FEET; THENCE S 08° 09' 05" E FOR A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08° 09' 05" E, A DISTANCE OF 139.96 FEET; THENCE S 14° 38' 05" E, A DISTANCE OF 32.68 FEET; THENCE S 85° 13' 05" E, A DISTANCE OF 157.63 FEET; THENCE N 89° 24' 55" E, A DISTANCE OF 49.99 FEET; THENCE N 05° 12' 11" E, A DISTANCE OF 161.18 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 252.15 FEET TO THE POINT OF BEGINNING.

PARCEL H:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84° 02' 07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.79 FEET; THENCE SOUTH 05° 39' 55" WEST FOR A DISTANCE 938.76 FEET; THENCE SOUTH 08° 09' 05" EAST FOR A DISTANCE OF 42.15 FEET TO THE EASTERLY LINE OF A 30 FOOT EASEMENT AND THE EASTERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD AS

Exhibit 2

LEGAL DESCRIPTION

Doc# 1819816
Bk# 2499 Pg# 362

Doc# 1992406
Bk# 2696 Pg# 1473

RECORDED IN O.R. BOOK 2030, PAGE 949 (PARCEL A TRACT 1), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 08°09'05" EAST, A DISTANCE OF 207.56 FEET; THENCE SOUTH 14°38'05" EAST, A DISTANCE OF 131.51 FEET; THENCE SOUTH 01° 56' 55" WEST, A DISTANCE OF 575.72 FEET; THENCE SOUTH 05° 54' 55" WEST, A DISTANCE OF 186.69 FEET; THENCE SOUTH 84° 05' 05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 34° 32' 55" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 89° 27' 55" EAST, A DISTANCE OF 915.36 FEET; THENCE SOUTH 01° 07' 35" WEST, A DISTANCE OF 384.62 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 30.84 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08° 33' 02" EAST, A DISTANCE OF 25.26 FEET; 2. NORTH 01°03' 10" WEST, A DISTANCE OF 36.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.16 FEET; 7. NORTH 11° 54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57° 40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84° 56' 08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.62 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85° 01' 19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86° 09' 28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89° 59' 29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°26'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86° 26' 25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88° 24' 02" WEST, A DISTANCE OF 97.85 FEET; 25. SOUTH 81°39'19" WEST, A DISTANCE OF 76.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81° 33' 16" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84° 02' 07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88° 03' 57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 555.62 FEET TO THE NORTHERN TERMINUS OF PARCEL A TRACT 2 OF SAID QUIT CLAIM ON THE WEST LINE OF TRUSTEES DEED NO.20083 O.R.BOOK G-65, PAGE 82; THENCE NORTH 05°57'53" EAST, ALONG SAID LINE A DISTANCE OF 606.85 FEET TO THE POINT OF BEGINNING.

AND ALSO: BAY BOTTOM

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S. 84°02'07" E. ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S. 05°57'53" W. FOR A DISTANCE OF 2242.25 FEET; THENCE S.84°02'07"E., A DISTANCE OF 1310.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°02'07"E., A DISTANCE OF 363.01 FEET TO THE CENTERLINE OF THE ENTRANCE OF THE

Exhibit 2

LEGAL DESCRIPTION

Doc# 1818016
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Doc# 1992406
Bk# 2695 P# 1474

HARBOR; THENCE N.08°15'27"W., A DISTANCE OF 959.38 FEET; THENCE S. 81°44'33" W., A DISTANCE OF 132.23 FEET; THENCE N. 05°47'25" W., A DISTANCE OF 658.21 FEET; THENCE N. 83°54'54" W., A DISTANCE OF 255.03 FEET TO THE WESTERLY PART OF THE BAY BOTTOM LINE; THENCE MEANDER THE SAID BAY BOTTOM LINE SOUTHERLY FOR A CHORD OF S.14°34',07" E., A DISTANCE OF 284.16 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 310.00 FEET; THENCE S. 06°01'16" W., A DISTANCE OF 10.00 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 450.16 FEET; THENCE S. 06°23'31" W., A DISTANCE OF 49.85 FEET; THENCE S. 84°02'55" E., A DISTANCE OF 9.27 FEET; THENCE S. 05°12'11" W., A DISTANCE OF 161.18 FEET; THENCE N. 88°24'55" E., A DISTANCE OF 950.61 FEET; THENCE S. 05°37'29" W., A DISTANCE OF 537.46 FEET; THENCE N. 89°27'55" E., A DISTANCE OF 11.44 FEET; THENCE S. 06°02'03" E., A DISTANCE OF 230.00 FEET; THENCE S.01°07'35" W., A DISTANCE OF 384.62 FEET TO THE POINT OF BEGINNING.

PARCEL I: Intentionally Omitted (Leasehold/Option terminated effective 7/31/2010)

PARCEL J:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" e ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; THENCE S 84° 02' 07" E, FOR A DISTANCE OF 191.55 FEET; THENCE S 05° 56' 58" W, A DISTANCE OF 43.56 FEET; THENCE S 85° 29' 40" E, A DISTANCE OF 68.50 FEET; THENCE S 06° 23' 31" W, A DISTANCE OF 89.85 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 242.88 FEET; THENCE N 08° 09' 05" W, A DISTANCE OF 67.60 FEET; THENCE N 05° 57' 53" E, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING.

AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF PUBLIC RECORDS, OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 83 DEGREES, 56 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 57 FOR A DISTANCE OF 470 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST FOR A DISTANCE OF 1283.02 FEET; THENCE RUN SOUTH 41 DEGREES 58 MINUTES EAST FOR A DISTANCE OF 40.35 FEET TO THE SOUTHEAST CORNER OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078 AND THE WEST BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 FOR A DISTANCE OF 932.25 FEET TO THE SOUTHWEST CORNER OF

Exhibit 2

LEGAL DESCRIPTION

Doc# 1819016
Bk# 2499 Pg# 364

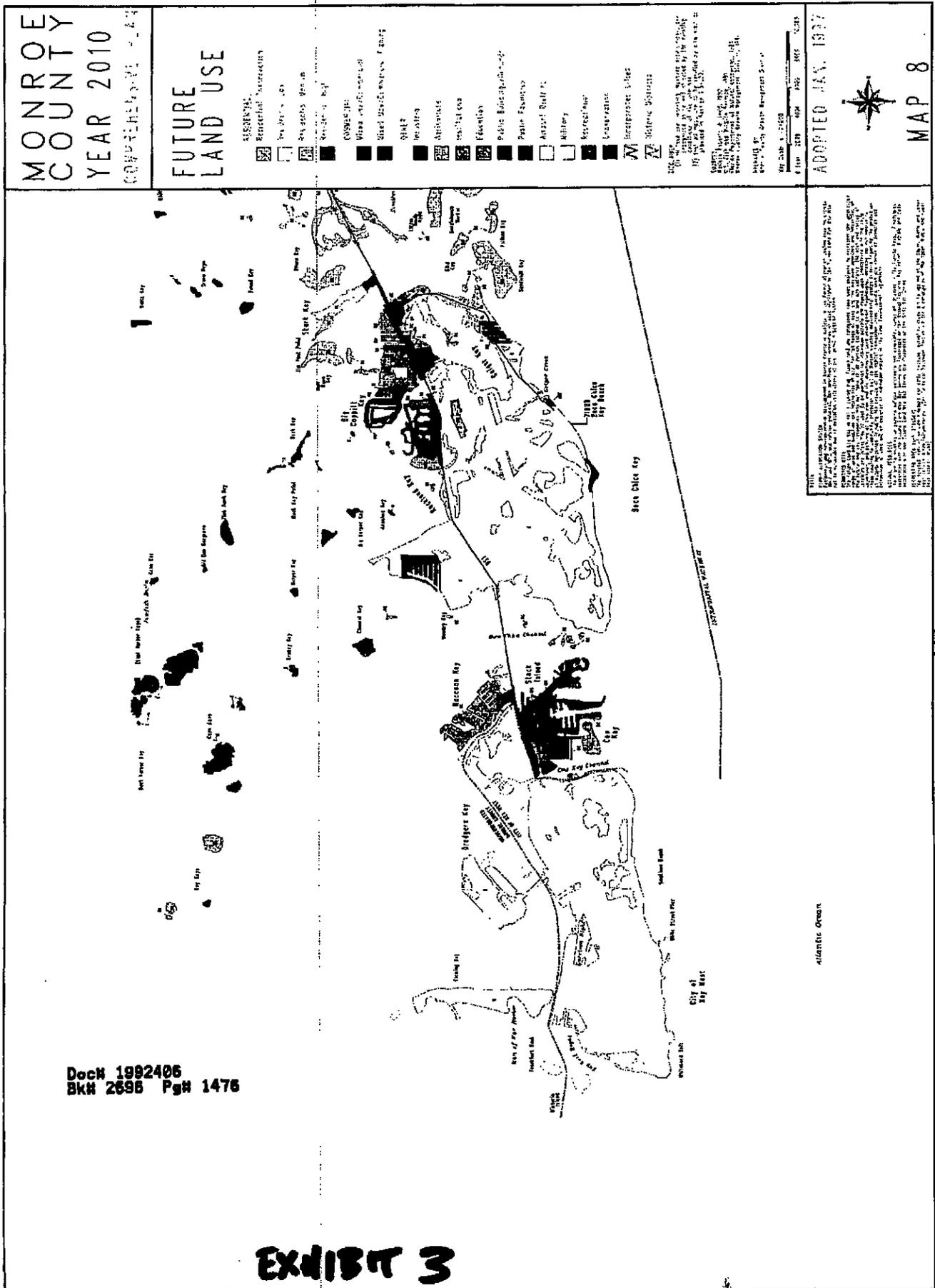
Doc# 1992406
Bk# 2696 Pg# 1475

SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 83 DEGREES 56 MINUTES EAST ALONG THE SOUTH BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083, THE SOUTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 19837-A AND THE NORTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20793 FOR A DISTANCE OF 1116.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 30 FEET; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST FOR A DISTANCE OF 1086.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 915.62 FEET; THENCE RUN NORTH 41 DEGREES 58 MINUTES WEST FOR A DISTANCE OF 40.35 FEET TO THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078, EXTENDED NORTHERLY, FOR A DISTANCE OF 1269.65 FEET TO THE NORTH BOUNDARY LINE OF SAID BLOCK 57; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID BLOCK 57 FOR A DISTANCE OF 30 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK I, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 469.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.45 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN OR BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 05°57'53" EAST, A DISTANCE OF 933.45 FEET; THENCE LEAVING SAID LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL PUBLIC RECORD



Doc# 1992406
Bk# 2896 Pg# 1477



ORDINANCE NO. 045-2013

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AN ORDINANCE BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION FROM INDUSTRIAL (I) TO MIXED USE COMMERCIAL (MC) FOR EIGHTEEN PARCELS OF LAND ON STOCK ISLAND, HAVING REAL ESTATE NUMBERS 00123660-000000, 00123720-000400, 00123760-000200, 00123720-000100, 00123720-000200, 00123730-000100, 00123740-000000, 00123770-000000, 00127290-000000, 00127380-000000, 00127250-000000, 00127280-000000, 00123600-000100, 00123600-000102, 00123600-000101, 00123590-000000, 00123570-000000, and 00123540-000000, LOCATED ON SOUTH STOCK ISLAND; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR TRANSMITTAL TO THE STATE LAND PLANNING AGENCY; PROVIDING FOR THE FILING WITH THE SECRETARY OF STATE AND FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE INCLUSION IN THE MONROE COUNTY 2010 COMPREHENSIVE PLAN.

WHEREAS, Longstock II, LLC, submitted an application amending Monroe County 2010 Comprehensive Plan Policies 101.4.5 and 101.4.21 to amend the Mixed Use/Commercial (MC) Future Land Use Map Category description and assign the Maritime Industries (MI) Zoning District to the MC category; amend the maximum net density range and the maximum intensity range for the Mixed Use/Commercial (MC) Future Land Use Map Category and to clarify the footnotes within the table; and

WHEREAS, on February 13, 2012, the BOCC voted to transmit the amendment, with the staff's added recommended provisions to preserve and enhance working waterfront while allowing moderate redevelopment of other uses, to the State Land Planning Agency; and

WHEREAS, the State Land Planning Agency reviewed the amendment and issued an Objections, Recommendations and Comments (ORC) Report on May 4, 2012, which did not identify any issues with the proposed amendment; and

WHEREAS, at a public hearing on September 21, 2012, the BOCC adopted the text amendment, amending the MC Future Land Use Map Category description and assigning the MI Zoning District to the MC category (Ordinance 032-2012); and

Doc# 1992406
Bkn 2696 Pgn 1478

1 WHEREAS, the MC Future Land Use Map category now includes provisions to
2 preserve and promote recreational and commercial working waterfront uses on all lands
3 designated with the Maritime Industries (MI) land use district within the MC category; and
4

5 WHEREAS, 18 properties on South Stock Island formed the Safe Harbor Marina
6 Property Owners Association, Inc., and submitted an application for a Future Land Use Map
7 amendment from from Industrial (I) to Mixed Use/Commercial (MC); and
8

9 WHEREAS, the Monroe County Development Review Committee considered the
10 proposed amendment at a regularly scheduled meeting held on the 25th day of September, 2012;
11 and
12

13 WHEREAS, the Monroe County Planning Commission held a public hearing on the 14th
14 day of November, 2012, for review and recommendation on the proposed Future Land Use Map
15 amendment; and
16

17 WHEREAS, the Monroe County Planning Commission made the following findings of
18 fact and conclusions of law:
19

- 20 1. On September 21, 2012, the BOCC adopted an amendment to Policies 101.4.5 and
21 101.4.21 to amend the Mixed Use/Commercial (MC) Future Land Use Map Category
22 description and assign the Maritime Industries (MI) Zoning District to the MC category.
23
- 24 2. The BOCC also adopted provisions to further preserve and enhance working waterfront
25 uses within the MC Future Land Use Map Category.
26
- 27 3. The 18 subject parcels are designated as Tier III, classified as developed land, and are not
28 designated as habitat for any protected species.
29
- 30 4. The definition of the term recreational and commercial working waterfront, pursuant to
31 Section 342.07, F.S., means *"a parcel or parcels of real property that provide access for*
32 *water-dependent commercial activities, including hotels and motels as defined in s.*
33 *509.242(1), or provide access for the public to the navigable waters of the state.*
34 *Recreational and commercial working waterfronts require direct access to or a location*
35 *on, over, or adjacent to a navigable body of water. The term includes water-dependent*
36 *facilities that are open to the public and offer public access by vessels to the waters of the*
37 *state or that are support facilities for recreational, commercial, research, or*
38 *governmental vessels. These facilities include public lodging establishments, docks,*
39 *wharfs, lifts, wet and dry marinas, boat ramps, boat hauling and repair facilities,*
40 *commercial fishing facilities, boat construction facilities, and other support structures*
41 *over the water. As used in this [statute] section, the term "vessel" has the same meaning*
42 *as in s. 327.02(39). Seaports are excluded from the definition."*
43
- 44 5. The proposed amendment is internally consistent with the Monroe County
45 Comprehensive Plan.
46

Doc# 1992406
Bk# 2696 Pg# 1479

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6. The proposed amendment is consistent with the Principles for Guiding Development for the Florida Keys Area of Critical State Concern, Section 380.0552(7), Florida Statutes.

WHEREAS, the Monroe County Planning Commission passed Resolution No. P54-12 recommending transmittal of the proposed amendment; and

WHEREAS, at a special meeting held on the 18th day of April, 2013, the Monroe County Board of County Commissioners held a public hearing and approved Resolution No. 133-2013 to transmit the proposed amendment to the State Land Planning Agency; and

WHEREAS, the proposed Comprehensive Plan amendment to amend the Future Land Use Map was reviewed by the State Land Planning Agency which issued an Objections, Recommendations, and Comments (ORC) Report on July 2, 2013. The ORC report stated that *"the NAS-KW states that the Navy is utilizing the 2007 AICUZ and that the more recent Environmental Impact Statement (EIS) noise contours are in draft form and therefore not acceptable at this time. The recent EIS study depicts the parcel as being within a lower noise contour, one in which the transient development would be acceptable with noise attenuation and landscaped berm on the outside of the property. For the reasons cited above, the Department objects to the proposal because the change will exacerbate the incompatibility issues that already exist. The proposed change is also inconsistent with the Principles for Guiding Development that require that proposed amendments must be consistent with protection of the value of public investments in the Florida Keys, including Naval Air Station- Key West;"* and

WHEREAS, the ORC report also included a recommendation for addressing the objection: *"The applicant may consider delaying adoption of the proposed amendment until the 2012 EIS DNL Map is adopted by the military, and provide noise attenuation and outside landscaped berms, as requested by the Department of the Navy;"* and

WHEREAS, in response to the ORC Report, the County did wait until the Navy's Record of Decision for the Final Environmental Impact Statement for Naval Air Station Key West Airfield Operations, which was issued on October 31, 2013, and includes new noise contours which no longer include the subject properties of this FLUM amendment within the 65 DNL (Day-Night Average noise).

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

Section 1. The Future Land Use Map (FLUM) for the Year 2010 Comprehensive Plan is hereby amended by changing the FLUM designation from Industrial (I) to Mixed Use Commercial (MC) for eighteen parcels of land on Stock Island, having Real Estate Numbers 00123660-000000, 00123720-000400, 00123760-000200, 00123720-000100, 00123720-000200, 00123730-000100, 00123740-000000, 00123770-000000, 00127290-000000, 00127380-000000, 00127250-000000, 00127280-000000, 00123600-000100, 00123600-000102, 00123600-000101, 00123590-000000, 00123570-000000, and 00123540-000000; located on South

Doc# 1992406
Bk# 2696 Pg# 1480

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Stock Island, as shown on Exhibit 1, which is attached hereto and incorporated herein.

Section 2. Severability. If any section, subsection, sentence, clause, item, change, or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such validity.

Section 3. Repeal of Inconsistent Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of said conflict.

Section 4. Transmittal. This ordinance shall be transmitted by the Director of Planning to the State Land Planning Agency pursuant to Chapter 163 and 380, Florida Statutes.

Section 5. Filing and Effective Date. This ordinance shall be filed in the Office of the Secretary of the State of Florida but shall not become effective until a notice is issued by the State Land Planning Agency or Administration Commission finding the amendment in compliance with Chapter 163, Florida Statutes, and after any applicable challenges have been resolved.

Section 6. Inclusion in the Comprehensive Plan. The Future Land Use Map amendment shall be incorporated in the Future Land Use Map of the Monroe County Year 2010 Comprehensive Plan.

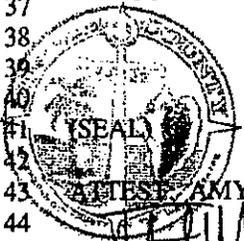
PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a special meeting held on the 11th day of Dec., 2013.

| | |
|------------------------------------|------------|
| Mayor Sylvia Murphy | <u>Yes</u> |
| Mayor <i>Pro Tem</i> Danny Kolhage | <u>Yes</u> |
| Commissioner Heather Carruthers | <u>Yes</u> |
| Commissioner David Rice | <u>Yes</u> |
| Commissioner George Neugent | <u>Yes</u> |

FILED FOR RECORD
2014 JAN -6 AM 9:13
CLERK'S OFFICE
MONROE COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

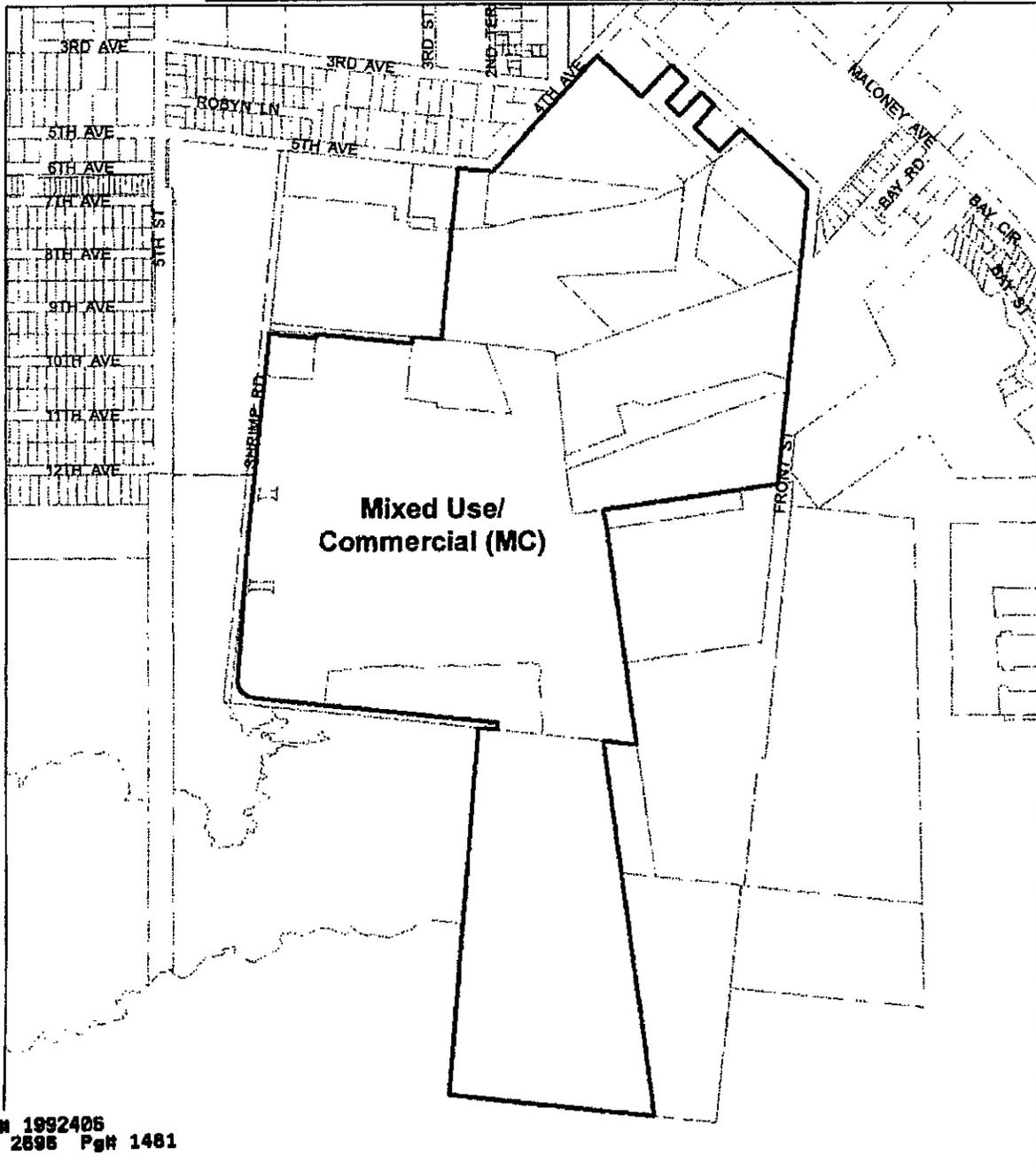
BY Sylvia J. Murphy
Mayor Sylvia Murphy



TESTE AMY HEAVILIN, CLERK
Amy Heavilin
DEPUTY CLERK

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Susan M. Grimsley
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Nov. 20, 2013

Exhibit 1 to Ordinance# 045 -2013



Doc# 1992406
Bk# 2595 Pg# 1481

**The Monroe County Future Land Use Map is amended
as indicated above.**

Proposal: Future Land Use change of eighteen parcels of land on Stock Island, having real estate numbers 00123660-000000, 00123720-000400, 00123780-000200, 00123720-000100, 00123720-000200, 00123730-000100, 00123740-000000, 00123770-000000, 00127280-000000, 00127380-000000, 00127250-000000, 00127280-000000, 00123600-000100, 00123600-000102, 00123600-000101, 00123590-000000, 00123570-000000, and 00123540-000000, located on south Stock Island; from Industrial (I) to Mixed Use/Commercial (MC).

Exhibit 3



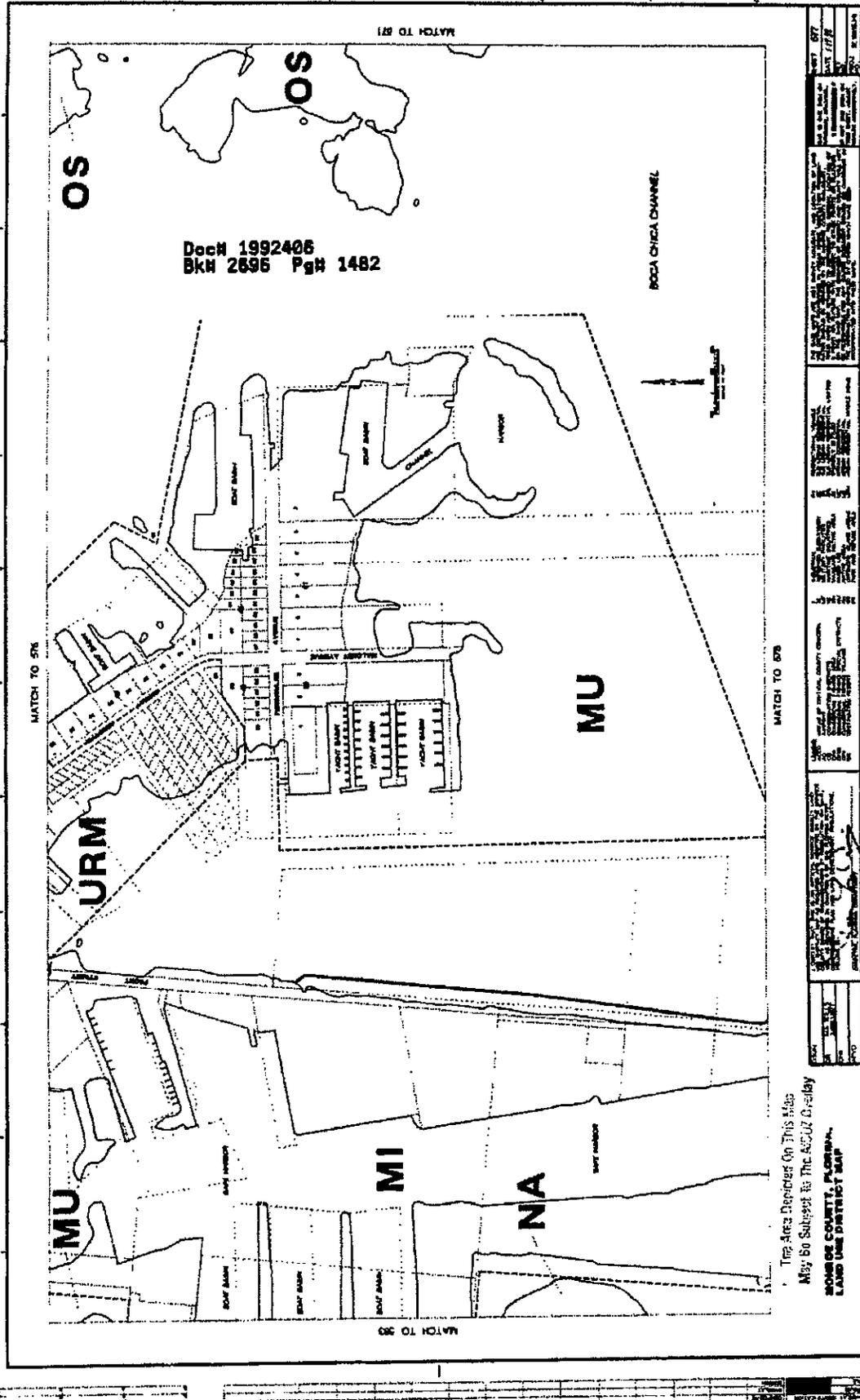


Exhibit 3

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BKN 2696 Pgm 1483

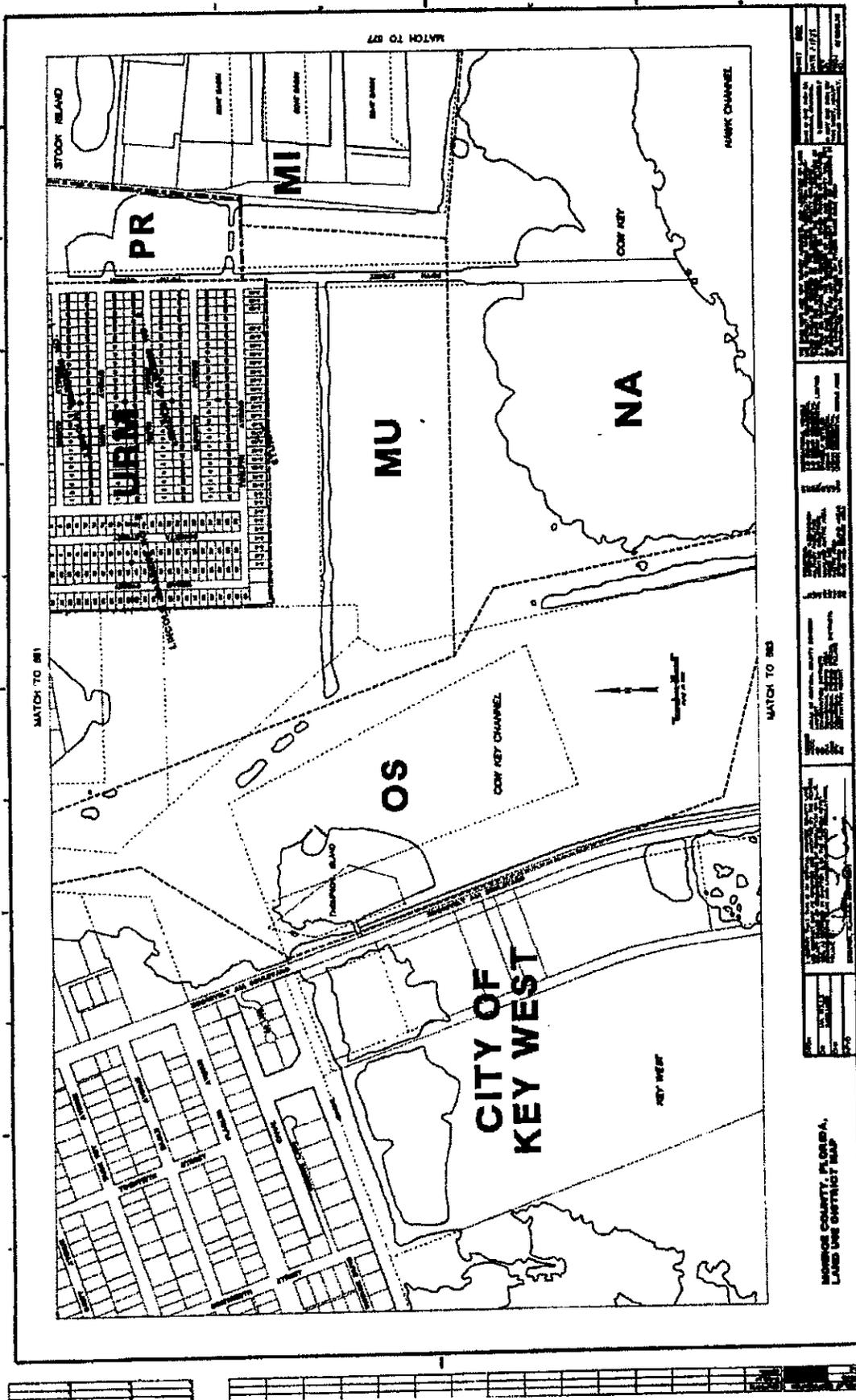


Exhibit 3

County of Monroe
Growth Management Division

Planning & Environmental Resources**Department**

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

**Board of County Commissioners**

Mayor David Rice, Dist. 4
Mayor Pro Tem Kim Wigington, Dist. 1
Heather Carruthers, Dist. 3
George Neugent, Dist. 2
Sylvia J. Murphy, Dist. 5

We strive to be caring, professional and fair

July 10, 2012

Doc# 1992408
Bk# 2586 Pg# 1484

Barton Smith, P.L.
624 Whitehead Street
Key West, FL 33040

Subject: Minor Deviation to a Major Conditional Use Permit (Deemed)
Stock Island Marina Village, 7009 Shrimp Road, Stock Island, Real Estate
#00123720.000100, #00123720.000200 and #00123760.000200 (File #2011-090)

Mr. Smith,

The Planning & Environmental Resources Department has approved your request for a minor deviation to the major conditional use permit for the above referenced site. The minor deviation was required in order to allow the reconfiguration of 173 of the site's 361 boat slips as shown on a site plan by Weiler Engineering Corporation (WEC) dated April 19, 2012. The Department has determined that the application complies with the requirements and standards set forth in the Monroe County Code. The following conditions apply:

1. Any additional revisions to the site plan or future improvements to the property are subject to further review as a minor deviation or as an amendment to the major conditional use permit approval.
2. While staff recognizes the lawful existence of the 361 boat slips to be reconfigured, this approval does not recognize all of the other existing land uses on the site as lawful. The Planning & Environmental Resources Department is concurrently reviewing this matter. This approval does not condone or approve the unlawful land use and the property owner is subject to possible code compliance prosecution if the unlawful uses are not permitted or terminated.
3. A Monroe County building permit(s) is also required for the scope of work. The Monroe County Office of the Fire Marshal and the Monroe County Building Department have not reviewed this application. The applicant shall meet any additional requirements required by the Fire Marshal and the Building Department.

We trust that this information is of assistance. If you have any questions regarding the contents of this letter, or if we may further assist you with your project, please feel free to contact our Marathon office at (305) 289-2500.

Respectfully,

Townsley Schwab, Senior Director of Planning & Environmental Resources

Page 1 of 1

EXHIBIT 4



Doc# 1992406
Bk# 2695 Pg# 1488

MONROE COUNTY, FLORIDA
RESOLUTION NO. 177 -2014

A RESOLUTION BY THE MONROE COUNTY BOARD OF COUNTY COMMISSIONERS APPROVING A DEVELOPMENT AGREEMENT BETWEEN MONROE COUNTY, FLORIDA AND LONGSTOCK II, LLC, CONCEPTUALLY APPROVING THE REDEVELOPMENT OF STOCK ISLAND MARINA VILLAGE, LOCATED AT 700 AND 7009 SHRIMP ROAD, STOCK ISLAND, APPROXIMATE MILE MARKER 5, DESCRIBED AS PARCELS OF LAND IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, STOCK ISLAND, MONROE COUNTY, FLORIDA, AND HAVING REAL ESTATE (RE) NUMBERS 00123720.000100, 00123720.000200 AND 00123760.000200.

WHEREAS, during a public meeting held on July 16, 2014 the Monroe County Board of County Commissioners conducted a public hearing to review and consider a request filed by Attorney Barton W. Smith, on behalf of Longstock II, LLC, for a development agreement in accordance with §110-132 and §110-133 of the Monroe County Code and Florida Statutes Sec. 163.3220 *et. seq.*, the "Florida Local Government Development Agreement Act"; and

WHEREAS, the development agreement relates to the redevelopment of an existing mixed use marina, to include commercial retail, office, commercial fishing, light industrial and hotel uses. The residential density would not exceed 100 transient residential units. Not including accessory structures related to residential uses, the nonresidential floor area would not exceed 80,000 square feet. New residential or nonresidential buildings shall not exceed 35' in height; and

WHEREAS, the Agreement approves a conceptual site plan for development on the site, subject to further site plan approval by the Planning Commission; and

WHEREAS, the development agreement involves the redevelopment of the site, currently known as Stock Island Marina Village, located at 700 and 7009 Shrimp Road, Stock Island, Florida, approximate mile marker 5 of the Overseas Highway (US 1); and

WHEREAS, the site is described as parcels of land in Section 35, Township 67 South, Range 25 East, Stock Island, Monroe County, Florida, having Real Estate (RE) Numbers 00123720.000100, 00123720.000200 and 00123760.000200; and

Doc# 1952406
Bk# 2696 Pg# 1489

WHEREAS, based upon the information and documentation submitted, the Board of County Commissioners makes the following Findings of Fact:

1. The subject property is located within a Maritime Industries (MI) Land Use (Zoning) District. Further, it is designated within a Mixed Use / Commercial (MC) category on the Future Land Use Map (FLUM) and within a Tier III district on the Tier Overlay District Map; and
2. In 2013, an amendment to the Monroe County Future Land Use Map was approved amending the future land use designation of the subject property from Industrial (I) to Mixed Use/Commercial (MC). The approval is memorialized by Ordinance #045-2013, approved by the Board of County Commissioners at a public hearing on December 11, 2013; and
3. The existing marina was established prior to 1986 and is thereby deemed to have a major conditional use permit pursuant to §101-4(c) of the Monroe County Code; and
4. Section 163.3220, Florida Statutes, authorizes Monroe County to enter into development agreements with landowners and/or governmental agencies to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development; and
5. The development 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; and
6. Development shall not be inconsistent with the Monroe County Code; and
7. Development shall not be inconsistent with the Monroe County Comprehensive Plan; and
8. Development on Stock Island shall not be inconsistent with the Master Plan for the Future Development of Stock Island and Key Haven, also known as the Stock Island/Key Haven CommuniKeys Plan; and
9. Development shall not be inconsistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern; and
10. The Monroe County Planning Commission held a public hearing at its meeting on May 28, 2014;, which was the first of two required public hearings, and recommended approval to the Board of County Commissioners in Resolution #P19-14;

Doc# 1992406
Bk# 2696 Pg# 1490

WHEREAS, based upon the information and documentation submitted, the Board of County Commissioners makes the following Conclusions of Law:

1. The request is consistent with the provisions and intent of the Monroe County Code;
2. The request is consistent with the provisions and intent of the Monroe County Year 2010 Comprehensive Plan;
3. The request is consistent with the Master Plan for the Future Development of Stock Island and Key Haven, also known as the Stock Island/Key Haven CommuniKeys Plan;
4. The request is consistent with the Principles for Guiding Development in the Florida Keys Area of Critical State Concern;
5. The 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;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, that the preceding Findings of Fact and Conclusions of Law support its decision to APPROVE the Development Agreement between Monroe County, Florida and Longstock II, LLC attached hereto.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF Monroe County, Florida, at a regular meeting held on the 16th of July, 2014.

Mayor Sylvia Murphy
 Mayor *pro tem* Danny L. Kohlage
 Commissioner Heather Carruthers
 Commissioner George Neugent
 Commissioner David Rice

| |
|-----|
| Yes |

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

BY: Sylvia J. Murphy
Mayor Sylvia Murphy



AMY HEAVILIN, CLERK

Kristy Ballard
Deputy Clerk

FILED FOR RECORD

2014 JUL 29 PM 1:51

U.S. CIR. CL. MONROE COUNTY, FLA

STATE OF FLORIDA
 COUNTY OF MONROE
 This Copy is a True Copy of the Original on file in my Office. Witness my hand and Official Seal.
 This 29th day of July
 A.D., 2014
 AMY HEAVILIN
 Clerk Circuit Court
Kristy Ballard
 D.C.

MONROE COUNTY ATTORNEY
 APPROVED AS TO FORM
[Signature]
 Date: 06-30-14

Doc# 1819016 01/04/2011 11:13AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

This Document Prepared By and Return To:
Joe Mikdas, Esq.
Joe Mikdas, P.A.
P.O. Box 366
Islamorada, FL 33036

01/04/2011 11:13AM
DEED DOC STAMP CL: RHONDA \$112,000.00

Parcel ID Number: 9091103 et seq.

Doc# 1819016
Bk# 2499 Pg# 355

Special Warranty Deed

This Indenture, made this 29th day of December, 2010, between NEW STOCK ISLAND PROPERTIES, LLC, a Delaware limited liability company, authorized to do business in the State of Florida, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantor and

LONGSTOCK II, LLC, a Florida limited liability company, having an address of 7009 Shrimp Road, Suite 2, Key West, Monroe County, Florida 33040, grantee.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN (\$10) DOLLARS and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Monroe, State of Florida, to wit:

SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A" HERETO

NOTE: This is an absolute conveyance of the title in consideration of the cancellation of the debt secured by the mortgage and is not intended to be an additional security.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

Doc# 1819016
Bk# 2499 Pg# 356

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence

NEW STOCK ISLAND PROPERTIES, LLC,
a Delaware limited liability company

By: New Stock Island Properties II, LLC,
a Delaware limited liability company
its Member

Patricia Dougherty
Printed name: Patricia Dougherty
Witness

By: New Stock Island Properties III, LLC,
a Delaware limited liability company
its Member

Maria Cerullo
Printed name: Maria Cerullo
Witness

By: EVA Realty, LLC, a Delaware limited
liability company its Manager

By: Matthew Strunk
Matthew Strunk
Title: Authorized Representative

STATE OF New York
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 29th day of December, 2010, by Matthew Strunk, as Authorized Rep. of EVA Realty, LLC, the Manager of New Stock Island III, LLC, a Delaware limited liability company, the Member of New Stock Island Properties II, LLC, a Delaware limited liability company, the Member of New Stock Island Properties, LLC, a Delaware limited liability company, on behalf of said companies, who is personally known to me or who produced NYS Driver's License as identification.

Janet Gerena
Notary Public
Print Name: Janet Gerena
Commission No. 01GE223275
Commission Expires: 06/07/14

(Seal)

JANET GERENA
Notary Public, State of New York
No. 01GE223275
Qualified in Suffolk County
Commission Expires 06/07/2014

EXHIBIT ADoc# 1819016
Bk# 2499 P# 357

PARCEL A:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST; 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 456.55 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREIN AFTER DESCRIBED; FROM SAID POINT OF BEGINNING CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 119.17 FEET; THENCE BEAR SOUTH 05 DEGREES 54 MINUTES 55 SECONDS WEST, 186.69 FEET; THENCE BEAR SOUTH 84 DEGREES 05 MINUTES 05 SECONDS EAST, 175.00 FEET TO A POINT; THENCE BEAR NORTH 34 DEGREES 32 MINUTES 55 SECONDS EAST, 116.44 FEET TO A POINT; THENCE BEAR NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST, 915.36 FEET TO A POINT; THENCE BEAR NORTH 06 DEGREES 02 MINUTES 03 SECONDS WEST, 230.00 FEET, TO A POINT WHICH IS BEARING NORTH 89 DEGREES 27 MINUTES 55 SECONDS EAST FROM THE AFOREMENTIONED POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST FOR A DISTANCE OF 1108.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL B:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 83 DEGREES, 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES, 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES, 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES, 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES, 04 MINUTES WEST, 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 19 MINUTES EAST, 140 FEET MORE OR LESS TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES, 56 MINUTES EAST, 970 FEET, MORE OR LESS, OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES, 55 MINUTES WEST, 180 FEET, MORE OR LESS, TO THE CENTER LINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES, 32 MINUTES WEST, ALONG SAID CENTER LINE OF SAID SPIT OF LAND 1108 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING SOUTH 02 DEGREES, 04 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 02 DEGREES, 04 MINUTES EAST, 194.29 FEET BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

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A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST 262.26 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LAND HEREINAFTER DESCRIBED; THENCE SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST 977.77 FEET OUT INTO AN EXISTING SLIP; THENCE BEAR SOUTH 05 DEGREES 37 MINUTES 29 SECONDS WEST, 192.30 FEET TO THE CENTERLINE OF AN EXISTING SPIT OF LAND; THENCE BEAR SOUTH 89 DEGREES 27 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE OF SAID SPIT OF LAND 1096.56 FEET TO A POINT WHICH IS BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 01 DEGREES 56 MINUTES 55 SECONDS EAST, 194.29 FEET BACK TO POINT OF BEGINNING.

PARCEL C:

A TRACT OF LAND AND SUBMERGED LAND AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR SOUTH 84° 02' 07" EAST, 484.79 FEET; THENCE BEAR SOUTH 05° 39' 55" WEST, 938.76 FEET; THENCE BEAR SOUTH 08° 09' 05" EAST, 249.71 FEET; THENCE BEAR SOUTH 14° 38' 05" EAST, 36.68 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 14° 38' 05" EAST, 94.83 FEET; THENCE BEAR SOUTH 01° 56' 55" WEST, 82.95 FEET; THENCE BEAR NORTH 89° 24' 55" EAST, 1120.76 FEET, OUT ONTO A SPIT OF LAND TO THE SHORELINE; THENCE BEAR NORTH 05° 37' 29" EAST, 161.06 FEET TO A POINT; THENCE BEAR SOUTH 89° 24' 55" WEST, 1000.60 FEET TO A POINT ON A CONCRETE SEAWALL, SAID POINT BEARING SOUTH 85° 13' 05" EAST FROM THE POINT OF BEGINNING; THENCE BEAR NORTH 85° 13' 05" WEST, 157.63 FEET TO THE POINT OF BEGINNING.

PARCEL E:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE EASTERLY LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO EASTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 500 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 191.5 FEET

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TO A POINT WHICH IS THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG THE PROLONGATION OF THE PREVIOUSLY DESCRIBED COURSE A DISTANCE OF 393.5 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 226.08 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 125 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 20 FEET TO A POINT IN AN EXISTING SEAWALL; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY FACE OF SAID SEAWALL A DISTANCE OF 450.1 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES TO A SOUTHERLY LINE OF FIFTH AVENUE A DISTANCE OF 30 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 68.5 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 227.2 FEET BACK TO THE POINT OF BEGINNING.

ALSO

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE.

ALSO DESCRIBED AND INSURED AS:

A PARCEL OF FILLED LAND AND ADJACENT BAY BOTTOM LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF A PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF MONROE COUNTY PUBLIC RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE 499.98 FEET TO THE EASTERLY LINE OF AN EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 05° 57' 53" W, ALONG SAID EASTERLY LINE, A DISTANCE 729.82 FEET TO THE SOUTHERLY LINE OF AN INGRESS/EGRESS EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E, ALONG SAID SOUTHERLY LINE, A DISTANCE 191.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTHERLY LINE S 84°02'07" E, A DISTANCE OF 393.51; THENCE S 06° 00' 38" W, A DISTANCE OF 227.17 FEET; THENCE S 85° 29' 39" E, A DISTANCE OF 125.00 FEET; THENCE S 06° 01' 16" W, A DISTANCE OF 20.01 FEET TO THE SOUTHERLY FACE OF A CONCRETE SEAWALL; THENCE N 85° 29' 39" W, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 450.10 FEET; THENCE N 06° 23' 31" E, A DISTANCE OF 30.00 FEET; THENCE N 85° 29' 39" W, A DISTANCE 68.50 FEET; THENCE N 05° 56' 58" E, A DISTANCE OF 227.20 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF BAY BOTTOM SOUTHERLY OF AND ADJACENT TO THE SOUTHERLY LINE OF THE ABOVE DESCRIBED PARCEL, SAID BAY BOTTOM BEING 10 FEET WIDE. TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY, RECORDED IN OFFICIAL RECORDS BOOK 1239, PAGE 464, AND ALSO IN OFFICIAL RECORDS BOOK 2287, PAGE 719, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SITUATED, LYING AND BEING IN THE COUNTY OF MONROE, STATE OF FLORIDA, TO WIT: A PARCEL OF LAND LYING SOUTHERLY OF BLOCK 57, MALONEY'S SUBDIVISION OF PART OF STOCK ISLAND, MONROE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 1, AT PAGE 55, MONROE

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COUNTY OFFICIAL RECORDS, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE EAST LINE OF 5TH STREET (AS CONSTRUCTED) AND THE SOUTHERLY LINE OF 5TH AVENUE (AS CONSTRUCTED) GO WESTERLY ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 499 FEET TO A POINT, WHICH POINT IS THE POINT OF BEGINNING; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 701 FEET TO A POINT; THENCE EASTERLY AND AT RIGHT ANGLES A DISTANCE OF 586 FEET TO A POINT; THENCE SOUTHERLY AND AT RIGHT ANGLES A DISTANCE OF 29 FEET TO A POINT; THENCE WESTERLY AND AT RIGHT ANGLES A DISTANCE OF 615 FEET TO A POINT; THENCE NORTHERLY AND AT RIGHT ANGLES A DISTANCE OF 730 FEET TO A POINT IN THE SOUTHERLY LINE OF 5TH AVENUE; THENCE EASTERLY AND AT RIGHT ANGLES AND ALONG THE SOUTHERLY LINE OF 5TH AVENUE A DISTANCE OF 29 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 499.98 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO.20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE LEAVING SAID LINE SOUTH 05° 57' 53" WEST, ALONG SAID LINE A DISTANCE OF 699.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 84° 02' 07" EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID FIFTH AVENUE A DISTANCE OF 740.00 FEET; THENCE SOUTH 05° 57' 53" WEST, A DISTANCE OF 40.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 155.00 FEET; THENCE NORTH 05° 57' 53" EAST, A DISTANCE OF 10.00 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 585.00 FEET TO THE WEST LINE OF SAID TRUSTEE'S DEED; THENCE NORTH 05° 57' 53" EAST, ALONG SAID LINE A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

PARCEL F:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 83 DEGREES AND 56 MINUTES EAST, 485.00 FEET; THENCE BEAR SOUTH 05 DEGREES AND 47 MINUTES WEST, 938.88 FEET; THENCE BEAR SOUTH 08 DEGREES AND 02 MINUTES EAST, 249.71 FEET; THENCE BEAR SOUTH 14 DEGREES AND 31 MINUTES EAST, 131.51 FEET; THENCE BEAR SOUTH 02 DEGREES AND 04 MINUTES WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 02 DEGREES AND 04 MINUTES WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES AND 19 MINUTES EAST, 140.00 FEET, MORE OR LESS, TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES AND 56 MINUTES EAST OUT INTO A SLIP 970 FEET, MORE OR LESS, TO A POINT; THENCE BEAR NORTH 05 DEGREES AND 55 MINUTES EAST, 150.00 FEET, MORE OR LESS, TO A POINT WHICH IS BEARING NORTH 89 DEGREES AND 32 MINUTES EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89

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DEGREES AND 32 MINUTES WEST, 1120.00 FEET, MORE OR LESS, BACK TO THE POINT OF BEGINNING.

ALSO DESCRIBED AND INSURED AS:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF FIFTH STREET AND THE SOUTHERLY LINE OF FIFTH AVENUE OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, BEAR SOUTH 84 DEGREES 02 MINUTES 07 SECONDS EAST, 484.79 FEET; THENCE BEAR SOUTH 05 DEGREES 39 MINUTES 55 SECONDS WEST, 938.76 FEET; THENCE BEAR SOUTH 08 DEGREES 09 MINUTES 05 SECONDS EAST, 249.71 FEET; THENCE SOUTH 14 DEGREES 38 MINUTES 05 SECONDS EAST, 131.51 FEET; THENCE BEAR SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 82.95 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND AND SUBMERGED LANDS HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING SOUTH 01 DEGREES 56 MINUTES 55 SECONDS WEST, 179.31 FEET; THENCE BEAR SOUTH 84 DEGREES 26 MINUTES 05 SECONDS EAST, 131.81 FEET TO THE OUTSIDE FACE OF AN EXISTING CONCRETE SEAWALL; THENCE BEAR NORTH 88 DEGREES 48 MINUTES 55 SECONDS EAST OUT INTO A SLIP, 977.77 FEET TO A POINT; THENCE BEAR NORTH 05 DEGREES 37 MINUTES 29 SECONDS EAST, 184.10 FEET TO A POINT WHICH IS BEARING NORTH 89 DEGREES 24 MINUTES 55 SECONDS EAST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 89 DEGREES 24 MINUTES 55 SECONDS WEST, 1120.76 FEET BACK TO THE POINT OF BEGINNING.

PARCEL G:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" E ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 938.76 FEET; THENCE S 08° 09' 05" E FOR A DISTANCE OF 109.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 08° 09' 05" E, A DISTANCE OF 139.96 FEET; THENCE S 14° 38' 05" E, A DISTANCE OF 32.68 FEET; THENCE S 85° 13' 05" E, A DISTANCE OF 157.63 FEET; THENCE N 89° 24' 55" E, A DISTANCE OF 49.99 FEET; THENCE N 05° 12' 11" E, A DISTANCE OF 161.18 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 252.15 FEET TO THE POINT OF BEGINNING.

PARCEL H:

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE SOUTH 84° 02' 07" EAST ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 484.79 FEET; THENCE SOUTH 05° 39' 55" WEST FOR A DISTANCE 938.76 FEET; THENCE SOUTH 08° 09' 05" EAST FOR A DISTANCE OF 42.15 FEET TO THE EASTERLY LINE OF A 30 FOOT EASEMENT AND THE EASTERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD AS

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RECORDED IN O.R. BOOK 2030, PAGE 949 (PARCEL A TRACT 1), OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE LEAVING SAID LINE SOUTH 08°09'05" EAST, A DISTANCE OF 207.56 FEET; THENCE SOUTH 14°38'05" EAST, A DISTANCE OF 131.51 FEET; THENCE SOUTH 01° 56' 55" WEST, A DISTANCE OF 575.72 FEET; THENCE SOUTH 05° 54' 55" WEST, A DISTANCE OF 186.69 FEET; THENCE SOUTH 84° 05' 05" EAST, A DISTANCE OF 175.00 FEET; THENCE NORTH 34° 32' 55" EAST, A DISTANCE OF 116.44 FEET; THENCE NORTH 89° 27' 55" EAST, A DISTANCE OF 915.36 FEET; THENCE SOUTH 01° 07' 35" WEST, A DISTANCE OF 384.62 FEET; THENCE NORTH 84° 02' 07" WEST, A DISTANCE OF 30.84 FEET TO A MEAN HIGH WATER LINE; THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: 1. NORTH 08° 33' 02" EAST, A DISTANCE OF 25.26 FEET; 2. NORTH 01°03' 10" WEST, A DISTANCE OF 36.70 FEET; 3. NORTH 16°11'45" WEST, A DISTANCE OF 18.64 FEET; 4. NORTH 01°20'32" WEST, A DISTANCE OF 27.71 FEET; 5. NORTH 05°48'23" EAST, A DISTANCE OF 27.11 FEET; 6. NORTH 07°24'12" WEST, A DISTANCE OF 86.16 FEET; 7. NORTH 11° 54'19" EAST, A DISTANCE OF 34.64 FEET; 8. NORTH 09°22'05" WEST, A DISTANCE OF 27.51 FEET; 9. NORTH 57° 40'41" WEST, A DISTANCE OF 4.94 FEET; 10. NORTH 84° 56' 08" WEST, A DISTANCE OF 14.50 FEET; 11. NORTH 61°03'44" WEST, A DISTANCE OF 14.78 FEET; 12. SOUTH 85°47'17" WEST, A DISTANCE OF 117.62 FEET; 13. SOUTH 83°15'58" WEST, A DISTANCE OF 26.59 FEET; 14. NORTH 85° 01' 19" WEST, A DISTANCE OF 21.47 FEET; 15. SOUTH 80°37'17" WEST, A DISTANCE OF 8.06 FEET; 16. NORTH 75°44'52" WEST, A DISTANCE OF 11.67 FEET; 17. SOUTH 86° 09' 28" WEST, A DISTANCE OF 82.77 FEET; 18. SOUTH 89° 59' 29" WEST, A DISTANCE OF 40.54 FEET; 19. NORTH 64°26'30" WEST, A DISTANCE OF 6.15 FEET; 20. SOUTH 88°41'05" WEST, A DISTANCE OF 60.16 FEET; 21. SOUTH 79°29'50" WEST, A DISTANCE OF 36.47 FEET; 22. NORTH 88°07'58" WEST, A DISTANCE OF 57.82 FEET; 23. NORTH 86° 26' 25" WEST, A DISTANCE OF 91.35 FEET; 24. SOUTH 88° 24' 02" WEST, A DISTANCE OF 97.85 FEET; 25. SOUTH 81°39'19" WEST, A DISTANCE OF 76.27 FEET; 26. SOUTH 86°43'16" WEST, A DISTANCE OF 75.93 FEET; 27. SOUTH 81° 33' 16" WEST, A DISTANCE OF 23.73 FEET; THENCE LEAVING SAID LINE SOUTH 07°52'54" WEST, A DISTANCE OF 138.68 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SHRIMP ROAD PER QUIT CLAIM DEED RECORDED IN O.R. BOOK 2030, PAGE 949, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY AND EASTERLY RIGHT-OF-WAY LINE OF SAID SHRIMP ROAD THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. NORTH 84° 02' 07" WEST, A DISTANCE OF 288.11 FEET TO A POINT OF CURVATURE; 2. NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 115.28 FEET, A CENTRAL ANGLE OF 88° 03' 57", AND A CHORD BEARING AND DISTANCE OF NORTH 40°00'08" WEST, 104.26 FEET; 3. NORTH 04°01'50" EAST, A DISTANCE OF 555.62 FEET TO THE NORTHERN TERMINUS OF PARCEL A TRACT 2 OF SAID QUIT CLAIM ON THE WEST LINE OF TRUSTEES DEED NO.20083 O.R.BOOK G-65, PAGE 82; THENCE NORTH 05°57'53" EAST, ALONG SAID LINE A DISTANCE OF 606.85 FEET TO THE POINT OF BEGINNING.

AND ALSO: BAY BOTTOM

A TRACT OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S. 84°02'07" E. ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S. 05°57'53" W. FOR A DISTANCE OF 2242.25 FEET; THENCE S.84°02'07"E., A DISTANCE OF 1310.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE S.84°02'07"E., A DISTANCE OF 363.01 FEET TO THE CENTERLINE OF THE ENTRANCE OF THE

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HARBOR; THENCE N.08°15'27"W., A DISTANCE OF 959.38 FEET; THENCE S. 81°44'33" W., A DISTANCE OF 132.23 FEET; THENCE N. 05°47'25" W., A DISTANCE OF 658.21 FEET; THENCE N. 83°54'54" W., A DISTANCE OF 255.03 FEET TO THE WESTERLY PART OF THE BAY BOTTOM LINE; THENCE MEANDER THE SAID BAY BOTTOM LINE SOUTHERLY FOR A CHORD OF S.14°34',07" E., A DISTANCE OF 284.16 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 310.00 FEET; THENCE S. 06°01'16" W., A DISTANCE OF 10.00 FEET; THENCE N. 85°29'39" W., A DISTANCE OF 450.16 FEET; THENCE S. 06°23'31" W., A DISTANCE OF 49.85 FEET; THENCE S. 84°02'55" E., A DISTANCE OF 9.27 FEET; THENCE S. 05°12'11" W., A DISTANCE OF 161.18 FEET; THENCE N. 88°24'55" E., A DISTANCE OF 950.61 FEET; THENCE S. 05°37'29" W., A DISTANCE OF 537.46 FEET; THENCE N. 89°27'55" E., A DISTANCE OF 11.44 FEET; THENCE S. 06°02'03" E., A DISTANCE OF 230.00 FEET; THENCE S.01°07'35" W., A DISTANCE OF 384.62 FEET TO THE POINT OF BEGINNING.

PARCEL I: **Intentionally Omitted (Leasehold/Option terminated effective 7/31/2010)**

PARCEL J:

A PARCEL OF LAND AND SUBMERGED LANDS AT STOCK ISLAND, MONROE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF FIFTH STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE, OF THE PLAT OF STOCK ISLAND, AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 84° 02' 07" e ALONG THE SAID SOUTHERLY LINE OF FIFTH AVENUE FOR 499.98 FEET; THENCE S 05° 57' 53" W FOR A DISTANCE OF 913.46 FEET TO THE POINT OF BEGINNING; THENCE S 84° 02' 07" E, FOR A DISTANCE OF 191.55 FEET; THENCE S 05° 56' 58" W, A DISTANCE OF 43.56 FEET; THENCE S 85° 29' 40" E, A DISTANCE OF 68.50 FEET; THENCE S 06° 23' 31" W, A DISTANCE OF 89.85 FEET; THENCE N 84° 02' 55" W, A DISTANCE OF 242.88 FEET; THENCE N 08° 09' 05" W, A DISTANCE OF 67.60 FEET; THENCE N 05° 57' 53" E, A DISTANCE OF 66.17 FEET TO THE POINT OF BEGINNING.

AS TO ALL PARCELS:

TOGETHER WITH THOSE BENEFICIAL EASEMENTS RECORDED IN OFFICIAL RECORDS BOOK 780, PAGE 1169, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND ON STOCK ISLAND, MONROE COUNTY, FLORIDA, AND BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF MCDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1 AT PAGE 55 OF PUBLIC RECORDS, OF MONROE COUNTY, FLORIDA AND RUN THENCE SOUTH 83 DEGREES, 56 MINUTES EAST ALONG THE NORTH BOUNDARY LINE OF SAID BLOCK 57 FOR A DISTANCE OF 470 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING DESCRIBED HEREIN; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST FOR A DISTANCE OF 1283.02 FEET; THENCE RUN SOUTH 41 DEGREES 58 MINUTES EAST FOR A DISTANCE OF 40.35 FEET TO THE SOUTHEAST CORNER OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078 AND THE WEST BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 6 DEGREES 04 MINUTES WEST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 FOR A DISTANCE OF 932.25 FEET TO THE SOUTHWEST CORNER OF

Doc# 1819016
Bk# 2499 Pg# 364

SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083; THENCE RUN SOUTH 83 DEGREES 56 MINUTES EAST ALONG THE SOUTH BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083, THE SOUTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 19837-A AND THE NORTH BOUNDARY LINE OF TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20793 FOR A DISTANCE OF 1116.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 30 FEET; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST FOR A DISTANCE OF 1086.72 FEET; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST FOR A DISTANCE OF 915.62 FEET; THENCE RUN NORTH 41 DEGREES 58 MINUTES WEST FOR A DISTANCE OF 40.35 FEET TO THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078; THENCE RUN NORTH 6 DEGREES 04 MINUTES EAST ALONG THE WEST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 20083 AND THE EAST BOUNDARY LINE OF SAID TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA DEED NO. 24078, EXTENDED NORTHERLY, FOR A DISTANCE OF 1269.65 FEET TO THE NORTH BOUNDARY LINE OF SAID BLOCK 57; THENCE RUN NORTH 83 DEGREES 56 MINUTES WEST ALONG THE NORTH BOUNDARY LINE OF THE SAID BLOCK 57 FOR A DISTANCE OF 30 FEET BACK TO THE POINT OF BEGINNING.

SAID EASEMENT ALSO DESCRIBED AND INSURED AS:

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF BLOCK 57 OF McDONALD'S PLAT OF A PART OF STOCK ISLAND AS RECORDED IN PLAT BOOK 1, PAGE 55 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF FIFTH AVENUE SOUTH 84°02'07" EAST, A DISTANCE OF 469.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 84°02'07" EAST, A DISTANCE OF 30.00 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE SOUTH 05°57'53" WEST, A DISTANCE OF 1,268.45 FEET; THENCE LEAVING SAID LINE SOUTH 42°04'07" EAST, A DISTANCE OF 40.35 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 916.82 FEET; THENCE SOUTH 84°02'07" EAST, A DISTANCE OF 1,086.72 FEET; THENCE SOUTH 05°57'53" WEST, A DISTANCE OF 30.00 FEET TO THE SOUTH LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN OR BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 84°02'07" WEST, A DISTANCE OF 1,116.72 FEET TO THE WEST LINE OF TRUSTEE'S DEED NO. 20083 AS RECORDED IN O.R. BOOK G-65, PAGE 82; THENCE ALONG SAID LINE NORTH 05°57'53" EAST, A DISTANCE OF 933.45 FEET; THENCE LEAVING SAID LINE NORTH 42°04'07" WEST, A DISTANCE OF 40.35 FEET; THENCE NORTH 05°57'53" EAST, A DISTANCE OF 1,281.82 FEET TO THE POINT OF BEGINNING.

MONROE COUNTY
OFFICIAL PUBLIC RECORD

Doc# 2065640 03/01/2016 1:17PM
Filed & Recorded in Official Records of
MONROE COUNTY ANY HEAVILIN

03/01/2016 1:17PM
DEED DOC STAMP Cr.: Krys \$70,000.00

This instrument prepared by and
after recording return to:

Bryan Hawks, Esq.
SMITH | OROPEZA | HAWKS
138-142 Simonton Street
Key West, FL 33040

A portion of Parcel Number:
00123760000200356725

\$10,000,000.00

Doc# 2065640
Bk# 2784 Pg# 511

(For Recorder's Use Only)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated as of February 29th, 2016, between LONGSTOCK II, LLC, A FLORIDA LIMITED LIABILITY COMPANY, with an address of 7009 Shrimp Road, Suite 2, Key West, Florida 33040 ("Grantor") and SIMV HOTEL 1, LLC, A DELAWARE LIMITED LIABILITY COMPANY, with an address at 2121 Ponce de Leon Blvd., Suite 1250, Coral Gables, Florida 33134 ("Grantee").

Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the land situate, lying and being in Monroe County, Florida, more particularly described on Exhibit "A" ("Property").

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

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

SUBJECT TO: the matters, if any, set forth in Exhibit "B" (collectively "Permitted Exceptions") without intent to reimpose the same.

AND Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property except as may be limited by the Permitted Exceptions; that Grantor fully warrants the title to the Property and will defend the same against the lawful claims of others claiming by, through or under Grantor, except for claims arising from the Permitted Exceptions.

Doc# 2065640
Bk# 2784 Pg# 512

Grantor has executed this Special Warranty Deed as of the date indicated above.

Signed in the presence of:

GRANTOR:

**LONGSTOCK II, LLC, A FLORIDA
LIMITED LIABILITY COMPANY**

Witness: [Signature]
Print Name: John Newby
Witness: [Signature]
Print Name: Merrell Raymond

By: [Signature]
Name: Donald A. Foss
Title: Manager

STATE OF Michigan)
COUNTY OF Oakland)

This instrument was acknowledged before me on February 5th, 2016, by Donald A. Foss, as Manager of Longstock II, LLC, a Florida limited liability company, on behalf of such company. He is either personally known to me or has produced a driver's license as identification.

My Commission Expires:

[Signature]
Notary Public, State of Michigan

SUZANNE C PAZUR
Notary Public, Oakland County, MI
Acting in Oakland County, Michigan
My Commission Expires on 08/28/2018

Suzanne C. Pazur
Notary's name printed:

[NOTARIAL SEAL]

Doc# 2065640
Bk# 2784 Pg# 513

EXHIBIT "A"

LEGAL DESCRIPTION

Condominium Unit No. 4, of STOCK ISLAND MARINA VILLAGE, a Condominium, according to the Declaration of Condominium thereof, recorded February 10, 2016, in Official Records Book 2781, at Page 1313, of the Public Records of Monroe County, Florida, together with an undivided interest in the common elements.

Also described as:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 125.72 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING, said point also being a point of cusp on a non-tangent curve, concave to the southeast, having a radius of 15.00 feet and a central angle of 41°05'03" (a radial line bears S 35°09'59" E from said point); thence northeasterly along the south line of said Common Element and the arc of said curve, a distance of 10.76 feet to a point of tangency; thence S 84°04'56" E continuing along the south line of said Common Element, 196.37 feet; thence S 05°32'11" W along the west line of said Common Element, 261.71 feet; thence continue along said west line S 07°30'52" W, 63.57 feet; thence N 84°30'00" W along the north line of said Common Element, 188.39 feet to a point of curvature of a curve concave to the northeast, having a radius of 20.00 feet and a central angle of 63°53'07"; thence northwesterly along the arc of said curve also being the north line of said Common Element, 22.30 feet to the east right-of-way line of said Shrimp Road; thence N 05°57'30" E along said east right-of-way line, 311.87 feet to the POINT OF BEGINNING.

Doc# 2065640
Bk# 2784 Pg# 514

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2016 and subsequent years, which are not yet due and payable.
2. Subject to reservations by the Trustees of the Internal Improvement Fund of the State of Florida as contained in Deed No. 20083, recorded in Deed Book G-65, at Page 82, saving and reserving to the said Trustees, and their successors, title to an undivided three-fourths of all phosphate, minerals, and metals, and title to an undivided one-half of all petroleum that may be in, on or under the land, with the privilege to mine and develop the same. Note: The right of entry and exploration have been released pursuant to §270.11, F.S.
3. State law under Chapter 76-190 and Chapter 22F8.02 of the Florida Administrative Code for Land Planning of the Florida Key Area of Critical State Concern, recorded August 13, 1976, in Official Records Book 668, at Page 43.
4. Development Agreement between Monroe County and Longstock II, LLC, a Florida limited liability company, recorded July 30, 2014, in Official Records Book 2696, at Page 1445.
5. Monroe County Resolution No. 177-2014, recorded August 20, 2014, in Official Records Book 2699, at Page 1761.
6. Monroe County Planning Commission Resolution No. P43-14, recorded April 8, 2015, in Official Records Book 2733, at Page 1848, and recorded August 28, 2015, in Official Records Book 2758, at Page 203, as re-recorded on November 4, 2015, in Official Records Book 2768, at Page 158.
7. Development Order, recorded September 25, 2015, in Official Records Book 2762, at Page 759.
8. Declaration of Condominium of STOCK ISLAND MARINA VILLAGE, and any Exhibits annexed thereto, recorded February 10, 2016, in Official Records Book 2781, at Page 1313.
9. Parking Easement to be recorded on or about the date hereof.
10. Memorandum of Agreement between Longstock II, LLC, a Florida limited liability company, and CPAC KW, LLC, a Delaware limited liability company to be recorded on or about the date hereof.
11. Assignment of Development Rights between Longstock II, LLC, a Florida limited liability company, and SIMV Hotel 1, LLC, a Delaware limited liability company to be recorded on or about the date hereof.
12. Grant of Non-Exclusive Easement between Safe Harbor Enterprises, Inc., a Florida corporation, and SIMV Hotel 1, LLC, a Delaware limited liability company to be recorded on or about the date hereof.
13. Grant of Utility Easement granted to The Utility Board of The City of Key West, Florida, recorded February 5, 2016, in Official Records Book 2781, at Page 91.

All recording references shall refer to the Public Records of Monroe County, Florida unless otherwise indicated.

Special Warranty Deed SWM v3 02-11-16 FINAL
33806-0206
#4665672 v3

**MONROE COUNTY
OFFICIAL RECORDS**

**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.

- 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> |
|-------------------------|-----------------------|
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| | |

- 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> |
|-------------------------|-----------------------|
| | |
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| | |

- 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): SIMV Hotel 1 LLC

| Name and Address | % of Ownership |
|---|----------------|
| Donald Foss 7009 Shrimp Road Suite 4, Key West FL 33040 | 100 |
| | |
| | |

- 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):

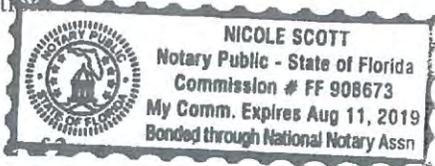
| Name and Address |
|------------------|
| |
| |

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: Matthew Strunk Matthew Strunk

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 16th day of April, by Matthew Strunk. He/she is personally known to me or has produced _____ as identification.



Nicole Scott
Notary Public
My Commission Expires 8/11/19
03/2013

**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. Exempt 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 incorporated 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.

- 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> |
|-------------------------|-----------------------|
| | |
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- 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> |
|-------------------------|-----------------------|
| | |
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| | |

- 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 |
|--|----------------|
| LONGSTOCK II, LLC Donald Foss 7009 Shrimp Road Suite 4, Key West FL 33040 | 100 |
| | |
| | |

- 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 |
|------------------|
| |
| |

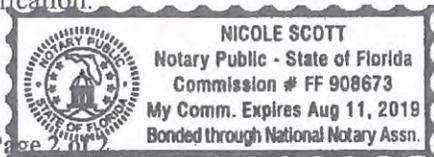
By signing this form, the signer certifies that he or she is a person who is familiar with the information contained in the form, and that to the best of his or her knowledge such information is true, complete and accurate.

Printed Name / Signature of Person Completing Form: _____

Matthew Strunk *Matthew Strunk*

State of Florida, County of Monroe

The foregoing instrument was acknowledged before me this 16th day of April, by Matthew Strunk. He/she is personally known to me or has produced _____ as identification.



Nicole Scott
Notary Public
My Commission Expires 8/11/19

03/2013



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 00123761-000100
 Account# 9103815
 Property ID 9103815
 Millage Group 110A
 Location 6805 SHRIMP Rd, STOCK ISLAND
 Address
 Legal Description UNIT 1 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO)
 (Note: Not to be used on legal documents.)
 Neighborhood 8196
 Property Class SERVICE SHOPS (2500)
 Subdivision
 Sec/Twp/Rng 35/67/25
 Affordable No
 Housing



Owner

[LONGSTOCK II LLC](#)
 7009 Shrimp Rd
 Ste 2
 Key West FL 33040

Valuation

| | 2019 | 2018 | 2017 | 2016 |
|----------------------------|-----------|-----------|-----------|-----------|
| + Market Improvement Value | \$23,985 | \$23,985 | \$23,985 | \$264,000 |
| + Market Misc Value | \$126,106 | \$126,106 | \$126,106 | \$0 |
| + Market Land Value | \$583,435 | \$583,435 | \$583,435 | \$0 |
| = Just Market Value | \$733,526 | \$733,526 | \$733,526 | \$264,000 |
| = Total Assessed Value | \$351,384 | \$319,440 | \$290,400 | \$264,000 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$733,526 | \$733,526 | \$733,526 | \$264,000 |

Land

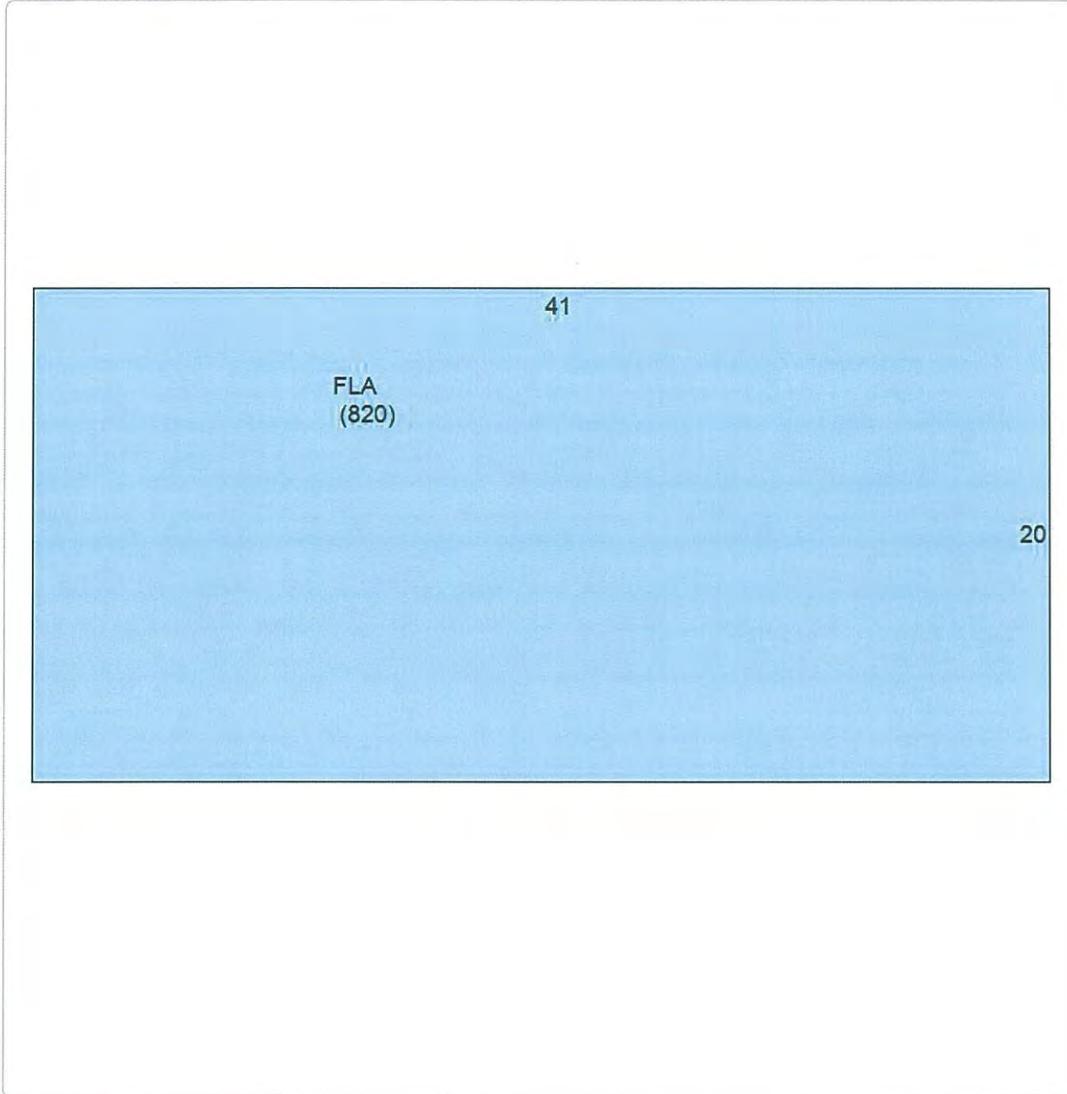
| Land Use | Number of Units | Unit Type | Frontage | Depth |
|----------------------|-------------------------|-------------|----------|-------|
| (2500) | 31,537.00 | Square Foot | 0 | 0 |
| Style | WHLSE MFG OUTLETS / 29D | | | |
| Gross Sq Ft | 820 | | | |
| Finished Sq Ft | 820 | | | |
| Perimeter | 122 | | | |
| Stories | 1 | | | |
| Interior Walls | | | | |
| Exterior Walls | C.B.S. | | | |
| Quality | 200 () | | | |
| Roof Type | | | | |
| Roof Material | | | | |
| Exterior Wall1 | C.B.S. | | | |
| Exterior Wall2 | | | | |
| Foundation | | | | |
| Interior Finish | | | | |
| Ground Floor Area | | | | |
| Floor Cover | | | | |
| Full Bathrooms | 0 | | | |
| Half Bathrooms | 0 | | | |
| Heating Type | | | | |
| Year Built | 1968 | | | |
| Year Remodeled | | | | |
| Effective Year Built | 1974 | | | |
| Condition | | | | |

| Code | Description | Sketch Area | Finished Area | Perimeter |
|-------|----------------|-------------|---------------|-----------|
| FLA | FLOOR LIV AREA | 820 | 820 | 122 |
| TOTAL | | 820 | 820 | 122 |

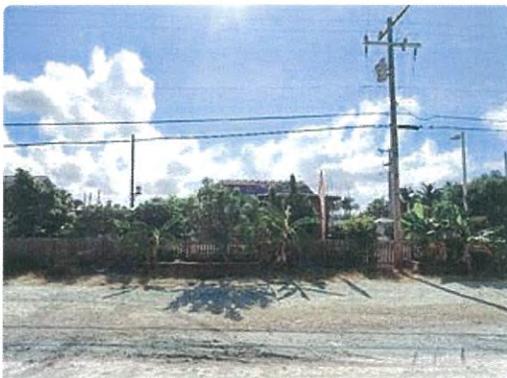
View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)



Photos



Map



TRIM Notice

Trim Notice

2019 Notices Only

No data available for the following modules: Buildings, Mobile Home Buildings, Yard Items, Exemptions, Sales, Permits.

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

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[GDPR Privacy Notice](#)

Last Data Upload: [2/20/2020, 2:14:27 AM](#)

[Version 2.3.41](#)

Developed by
 Schneider
GEO SPATIAL



Disclaimer

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 (Note: Not to be used on legal documents.)
 Neighborhood 8196
 Property Class COMMERCIAL (1000)
 Subdivision
 Sec/Twp/Rng 35/67/25
 Affordable Housing No

Owner

[LONGSTOCK II LLC](#)
 7009 Shrimp Rd
 Ste 2
 Key West FL 33040

Valuation

| | 2019 | 2018 | 2017 | 2016 |
|----------------------------|-------------|-------------|-------------|-----------|
| + Market Improvement Value | \$1,106,134 | \$1,106,134 | \$1,106,134 | \$500,775 |
| + Market Misc Value | \$239,208 | \$239,208 | \$239,208 | \$0 |
| + Market Land Value | \$0 | \$0 | \$0 | \$0 |
| = Just Market Value | \$1,345,342 | \$1,345,342 | \$1,345,342 | \$500,775 |
| = Total Assessed Value | \$666,532 | \$605,938 | \$550,853 | \$500,775 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$1,345,342 | \$1,345,342 | \$1,345,342 | \$500,775 |

Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|-----------------------------|-----------------|-------------|----------|-------|
| COMMERCIAL WATERFRON (100W) | 59,791.00 | Square Foot | 0 | 0 |

| Number | Date Issued | Date Completed | Amount | Permit Type | Notes |
|----------|-------------|----------------|---------|-------------|-------|
| 16107306 | 9/30/2016 | | \$2,495 | | |

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Map



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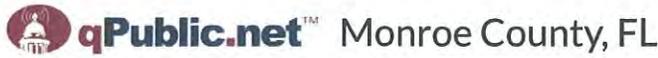
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Summary

Parcel ID 00123761-000300
 Account# 9103817
 Property ID 9103817
 Millage Group 110A
 Location 6991 SHRIMP Rd, STOCK ISLAND
 Address
 Legal Description UNIT 3 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO)
 (Note: Not to be used on legal documents.)
 Neighborhood 8196
 Property Class SERVICE SHOPS (2500)
 Subdivision
 Sec/Twp/Rng 35/67/25
 Affordable No
 Housing



Owner

LONGSTOCK II LLC
 7009 Shrimp Rd
 Ste 2
 Key West FL 33040

Valuation

| | 2019 | 2018 | 2017 | 2016 |
|----------------------------|-----------|-----------|-----------|-----------|
| + Market Improvement Value | \$170,131 | \$170,131 | \$170,131 | \$131,175 |
| + Market Misc Value | \$62,659 | \$62,659 | \$62,659 | \$0 |
| + Market Land Value | \$289,507 | \$289,507 | \$289,507 | \$0 |
| = Just Market Value | \$522,297 | \$522,297 | \$522,297 | \$131,175 |
| = Total Assessed Value | \$174,594 | \$158,722 | \$144,293 | \$131,175 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$522,297 | \$522,297 | \$522,297 | \$131,175 |

Land

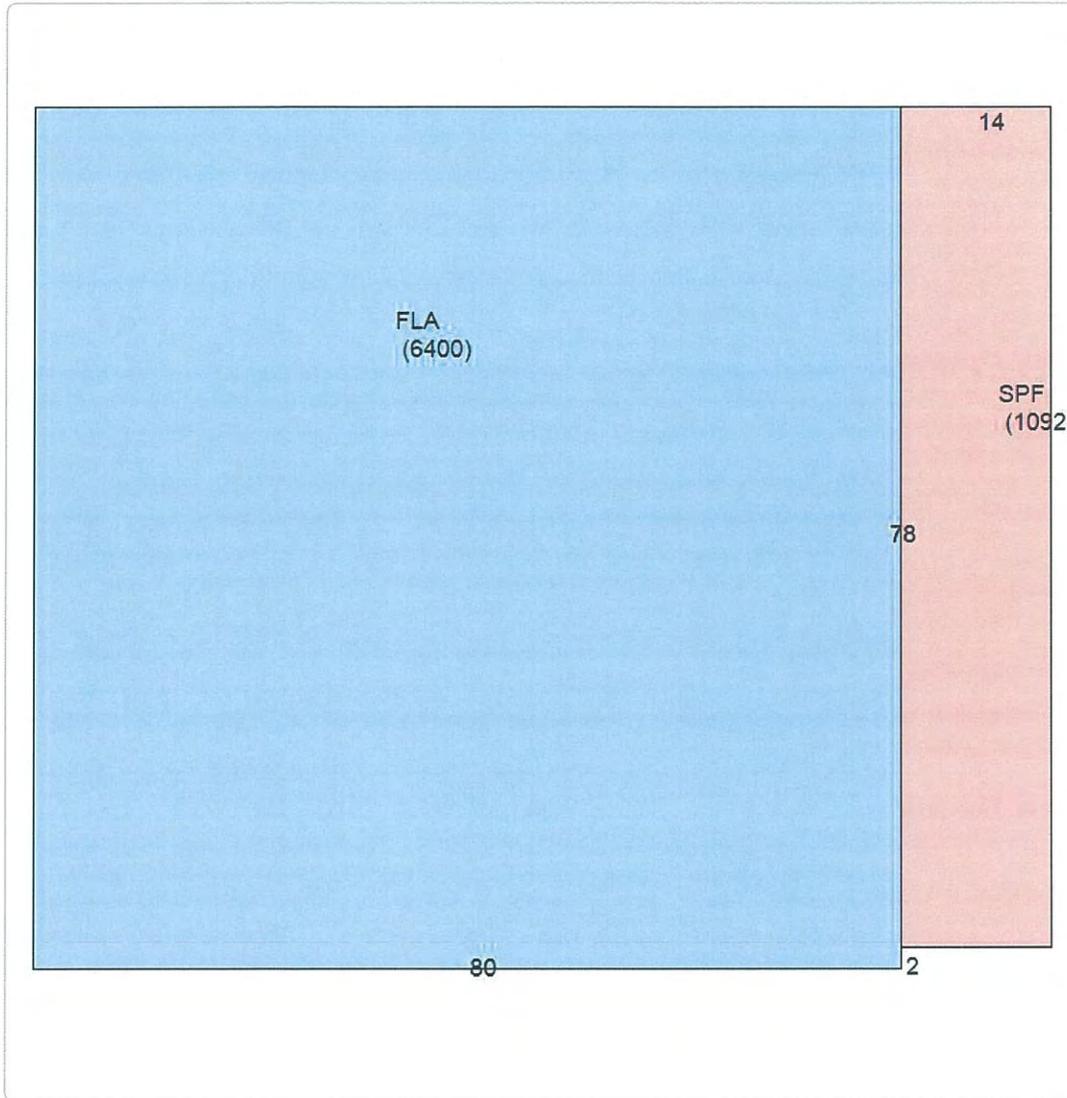
| Land Use (2500) | Number of Units 15,649.00 | Unit Type Square Foot | Frontage 0 | Depth 0 |
|----------------------|---------------------------------|--------------------------|---------------|------------|
| Style | SERVICE SHOPS-B- / 25B | | | |
| Gross Sq Ft | 7,492 | | | |
| Finished Sq Ft | 6,400 | | | |
| Perimeter | 504 | | | |
| Stories | 1 | | | |
| Interior Walls | | | | |
| Exterior Walls | C.B.S. with 10% AVE WOOD SIDING | | | |
| Quality | 250 () | | | |
| Roof Type | FLAT OR SHED | | | |
| Roof Material | TAR & GRAVEL | | | |
| Exterior Wall1 | C.B.S. | | | |
| Exterior Wall2 | AVE WOOD SIDING | | | |
| Foundation | CONCRETE SLAB | | | |
| Interior Finish | | | | |
| Ground Floor Area | | | | |
| Floor Cover | | | | |
| Full Bathrooms | 0 | | | |
| Half Bathrooms | 0 | | | |
| Heating Type | | | | |
| Year Built | 1950 | | | |
| Year Remodeled | 0 | | | |
| Effective Year Built | 1986 | | | |
| Condition | AVERAGE | | | |

| Code | Description | Sketch Area | Finished Area | Perimeter |
|-------|----------------|-------------|---------------|-----------|
| FLA | FLOOR LIV AREA | 6,400 | 6,400 | 320 |
| SPF | SC PRCH FIN LL | 1,092 | 0 | 184 |
| TOTAL | | 7,492 | 6,400 | 504 |

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Sketches (click to enlarge)



Photos



Map



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Summary

Parcel ID 00123761-000400
 Account# 9103818
 Property ID 9103818
 Millage Group 110A
 Location Address 7001 SHRIMP Rd, STOCK ISLAND
 Legal Description UNIT 4 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470DEC OR2784-511/14
 (Note: Not to be used on legal documents.)
 Neighborhood 8196
 Property Class HOTEL/MOTEL (3900)
 Subdivision
 Sec/Twp/Rng 35/67/25
 Affordable Housing No

Owner

SIMV HOTEL 1 LLC
 2121 Ponce de Leon Blvd
 Ste 1250
 Coral Gables FL 33134

Valuation

| | 2019 | 2018 | 2017 | 2016 |
|----------------------------|--------------|-------------|-------------|-----------|
| + Market Improvement Value | \$12,898,002 | \$0 | \$0 | \$565,125 |
| + Market Misc Value | \$1,289,800 | \$0 | \$0 | \$0 |
| + Market Land Value | \$11,608,202 | \$8,500,000 | \$8,500,000 | \$0 |
| = Just Market Value | \$25,796,004 | \$8,500,000 | \$8,500,000 | \$565,125 |
| = Total Assessed Value | \$25,796,004 | \$8,500,000 | \$8,500,000 | \$565,125 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$25,796,004 | \$8,500,000 | \$8,500,000 | \$565,125 |

Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|----------|-----------------|-------------|----------|-------|
| (3900) | 67,482.00 | Square Foot | 0 | 0 |

Style HOTELS/MOTEL A / 39A
 Gross Sq Ft 70,653
 Finished Sq Ft 64,770
 Perimeter 5,004
 Stories 3
 Interior Walls DRYWALL
 Exterior Walls CUSTOM
 Quality 450 ()
 Roof Type
 Roof Material
 Exterior Wall1 CUSTOM
 Exterior Wall2
 Foundation CONC BLOCK
 Interior Finish DRYWALL
 Ground Floor Area
 Floor Cover
 Full Bathrooms 0
 Half Bathrooms 0
 Heating Type FCD/AIR DUCTED
 Year Built 2017
 Year Remodeled
 Effective Year Built 2017
 Condition

| Code | Description | Sketch Area | Finished Area | Perimeter |
|-------|----------------|-------------|---------------|-----------|
| FLA | FLOOR LIV AREA | 64,770 | 64,770 | 2,469 |
| OUF | OP PRCH FIN UL | 5,883 | 0 | 2,535 |
| TOTAL | | 70,653 | 64,770 | 5,004 |

Yard Items

| Description | Year Built | Roll Year | Quantity | Units | Grade |
|-------------|------------|-----------|----------|---------|-------|
| CUSTOM POOL | 2018 | Roll Year | 1 | 1500 SF | 1 |

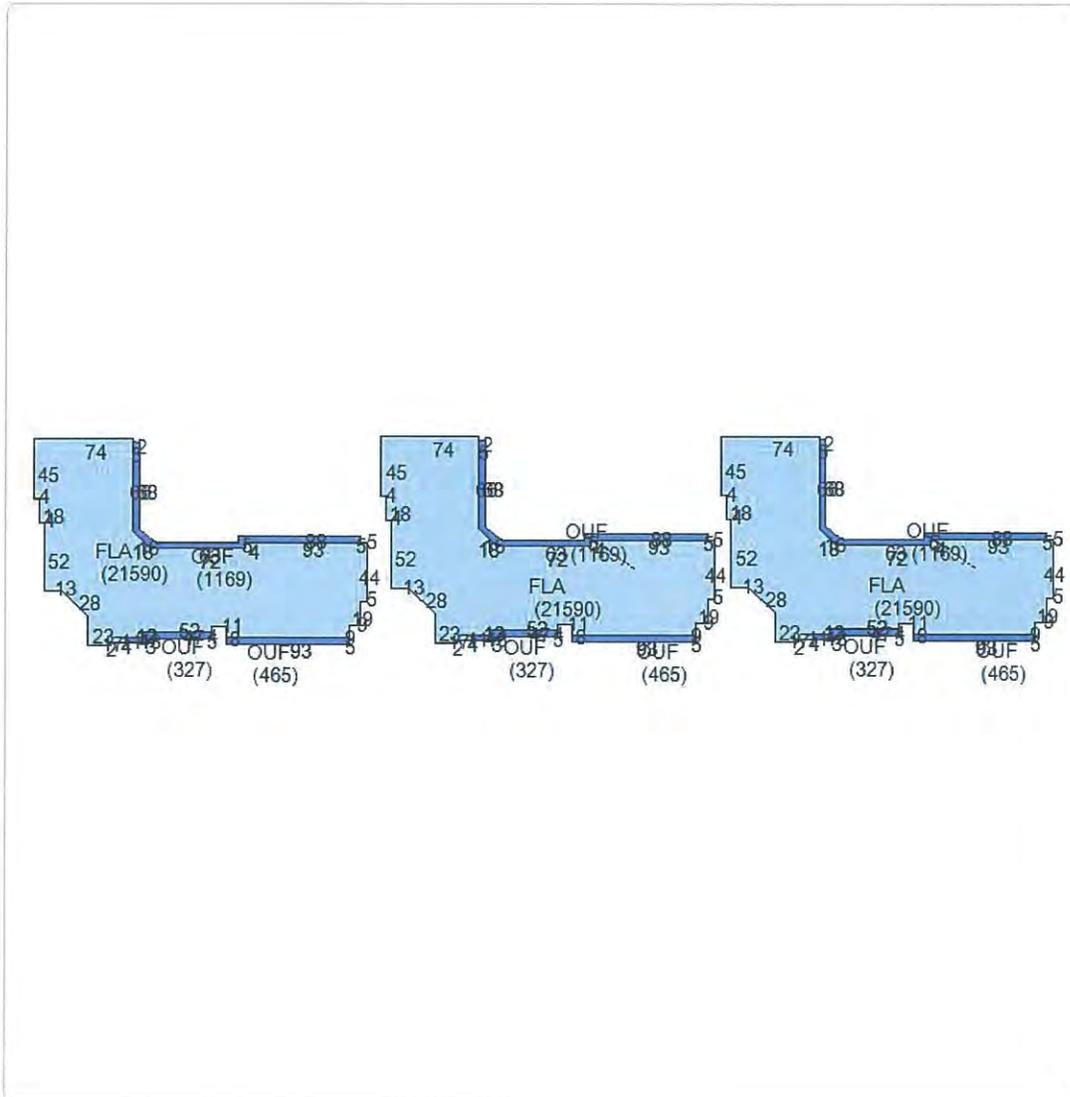
Sales

| Sale Date | Sale Price | Instrument | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Notes |
|-----------|--------------|----------------|-------------------|-------------|--|--------------------|--------------------|-------|
| 2/5/2016 | \$10,000,000 | Warranty Deed | | 2784 | 511 | 30 - Unqualified | Improved | |
| Number | Date Issued | Date Completed | Amount | Permit Type | | | | |
| 18103212 | 6/28/2018 | 7/10/2018 | \$39,900 | Commercial | INSTALL 8 MOTORIZED ROLLDOWN SHUTTERS | | | |
| 17102758 | 6/4/2018 | 4/2/2019 | \$12,000 | | 56SF FREE STANDING SIGN | | | |
| 16108189 | 2/17/2017 | 12/22/2017 | \$4,500 | | INSTALL 2-1000 GALLON UNDERGROUND LP TANKS. | | | |
| 16106497 | 9/28/2016 | 4/24/2017 | \$250,000 | | | | | |
| 15104162 | 2/10/2016 | 12/8/2017 | \$2,500,000 | | WATER, SEWER AND DRAINAGE RELOCATION AS WELL AS LANDSCAPING. | | | |
| 15104772 | 2/10/2016 | 12/19/2017 | \$15,000,000 | | FOR NEW HOTEL PER APPROVED PLANS IN FILE. | | | |

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Map



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Summary

Parcel ID 00123761-000500
 Account# 9103819
 Property ID 9103819
 Millage Group 110A
 Location 7009 SHRIMP Rd, STOCK ISLAND
 Address
 Legal UNIT 5 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO)
 Description (Note: Not to be used on legal documents.)
 Neighborhood 8196
 Property Class MULTISTORY (1800)
 Subdivision
 Sec/Twp/Rng 35/67/25
 Affordable No
 Housing



Owner

[LONGSTOCK II LLC](#)
 7009 Shrimp Rd
 Ste 2
 Key West FL 33040

Valuation

| | 2019 | 2018 | 2017 | 2016 |
|----------------------------|-----------|-----------|-----------|-----------|
| + Market Improvement Value | \$557,688 | \$557,688 | \$557,688 | \$152,625 |
| + Market Misc Value | \$72,905 | \$72,905 | \$72,905 | \$0 |
| + Market Land Value | \$336,608 | \$336,608 | \$336,608 | \$0 |
| = Just Market Value | \$967,201 | \$967,201 | \$967,201 | \$152,625 |
| = Total Assessed Value | \$203,144 | \$184,676 | \$167,888 | \$152,625 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$967,201 | \$967,201 | \$967,201 | \$152,625 |

Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|----------------------|---------------------------|-------------|----------|-------|
| (1800) | 18,195.00 | Square Foot | 0 | 0 |
| Style | OFF BLDG MULT STY-B / 18B | | | |
| Gross Sq Ft | 10,973 | | | |
| Finished Sq Ft | 5,024 | | | |
| Perimeter | 1,176 | | | |
| Stories | 2 | | | |
| Interior Walls | DRYWALL | | | |
| Exterior Walls | METAL/ALUM | | | |
| Quality | 400 () | | | |
| Roof Type | IRR/CUSTOM | | | |
| Roof Material | METAL | | | |
| Exterior Wall1 | METAL/ALUM | | | |
| Exterior Wall2 | | | | |
| Foundation | CONCRETE SLAB | | | |
| Interior Finish | DRYWALL | | | |
| Ground Floor Area | | | | |
| Floor Cover | TERRAZZO | | | |
| Full Bathrooms | 0 | | | |
| Half Bathrooms | 0 | | | |
| Heating Type | | | | |
| Year Built | 2006 | | | |
| Year Remodeled | | | | |
| Effective Year Built | 2006 | | | |
| Condition | | | | |

| Code | Description | Sketch Area | Finished Area | Perimeter |
|-------|----------------|-------------|---------------|-----------|
| FLA | FLOOR LIV AREA | 5,024 | 5,024 | 378 |
| GBF | GAR FIN BLOCK | 5,024 | 0 | 378 |
| OUU | OP PR UNFIN UL | 20 | 0 | 18 |
| OPF | OP PRCH FIN LL | 100 | 0 | 60 |
| OUF | OP PRCH FIN UL | 805 | 0 | 342 |
| TOTAL | | 10,973 | 5,024 | 1,176 |

Yard Items

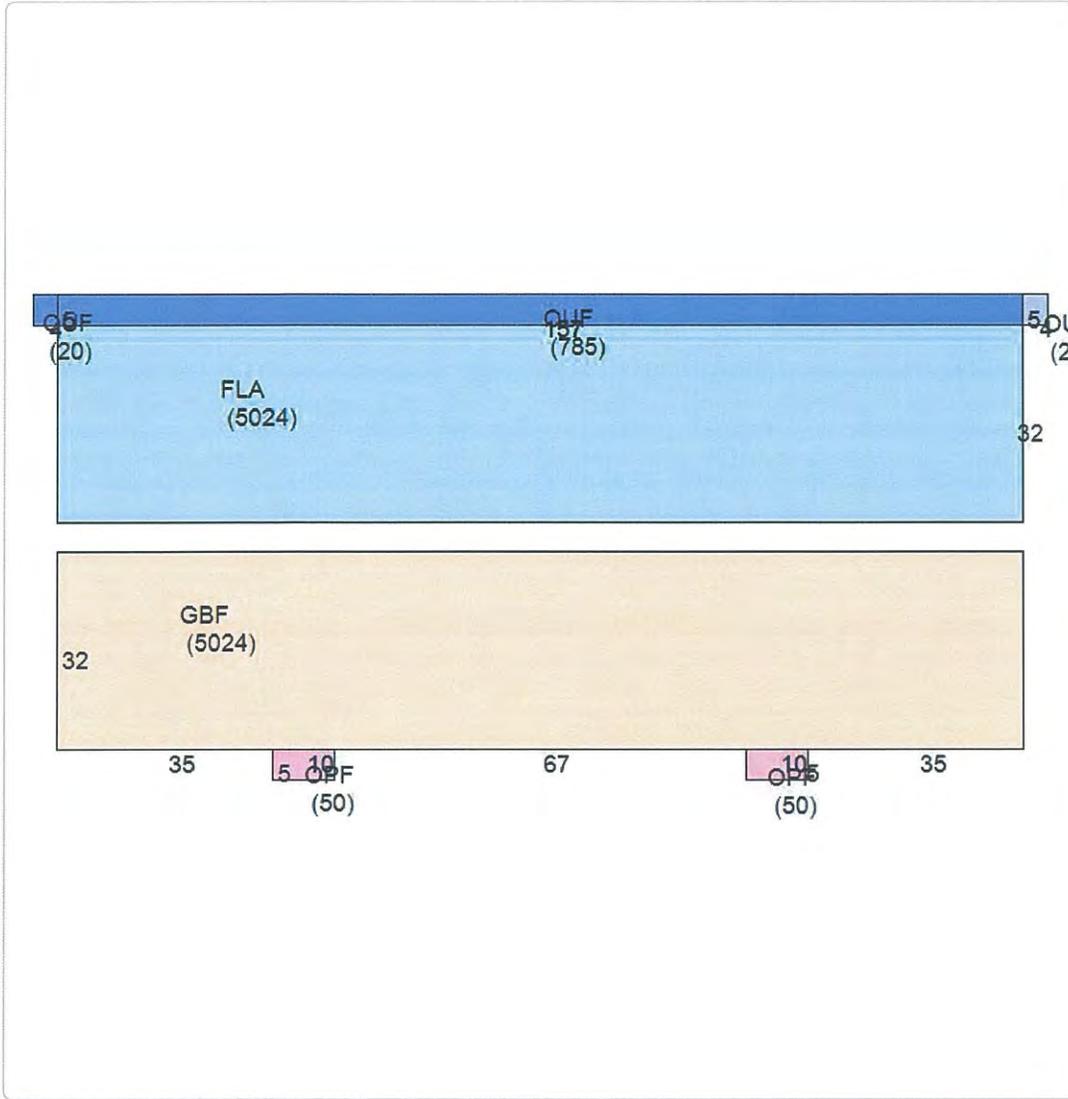
| Description | Year Built | Roll Year | Quantity | Units | Grade |
|------------------|------------|-----------|----------|-------|-------|
| Elevator | 2017 | Roll Year | 0 | 1 | |
| Elevator Landing | 2017 | Roll Year | 0 | 2 UT | |

| Number | Date Issued | Date Completed | Amount | Permit Type | Notes |
|----------|-------------|----------------|-------------|-------------|--|
| 19102863 | 12/17/2019 | | \$4,759,555 | Commercial | DOCK RENOVATIONS WITH PEDESTALS ON DOCKS "G" "H" "Z" -BASIN "A" PORTION "B" AND "G" DOCK |
| 13104970 | 12/12/2013 | 8/11/2014 | \$175,275 | Commercial | REMODEL EXISTING BATHROOM AND LEASED SPACE TO ADA RESTROOMS AND SHOWERS. NEW PLUMBING AND ELECTRIC. 1 NEW DOOR. |
| 13103757 | 10/17/2013 | 12/20/2013 | \$24,750 | Commercial | INSTALL 2 SOLAR HOT WATER SYSTEMS ON THE ROOF OF EXISTING BATH AND LAUNDRY HOUSES (ONE ON EACH ROOF). |
| 13103833 | 10/15/2013 | | \$3,578 | Commercial | INSTALL A FIRE ALARM SYSTEM IN PUMP ROOM. PUMP ROOM PERMIT #131-2577 |
| 13102577 | 8/23/2013 | 10/23/2013 | \$190,000 | Commercial | NEW BUILDING GENERATOR AND FIRE PUMP BUILDING TO BE AT CORRECT ELEVATION OF 9' NGVD MINIMUM ELEVATION CERTIFICATES REQUIRED. NOTICE OF COMMENCEMENT REQUIRED PERMIT APPROVAL TO CONSTRUCT A FIRE PUMP AND GENERATOR BUILDING. |
| 13102139 | 6/28/2013 | 12/23/2013 | \$440,000 | Commercial | INSTALLATION OF NEW SIDE-TIE MEGA YACHT DOCKS AND INSTALL ALL UTILITIES, ON THE SOUTH SIDE OF THE NORTH PIER. |
| 13101177 | 6/5/2013 | 10/23/2013 | \$244,809 | Commercial | CONSTRUCT BATH HOUSE #2 CONSISTING OF 424 S.F. 1ST FLOOR AREA, 266 S.F. SLAB, 996 S.F. ROOF. |
| 13101174 | 5/21/2013 | 10/23/2013 | \$572,381 | Commercial | NEW MARINA STORE AND FUEL SERVICE BUILDING CONSISTING OF 1234 S.F. 1ST FLOOR AREA, 858 S.F. 2ND FLOOR, 100 S.F. 1ST FLOOR DECK UNDER ROOF, 481 S.F. 2ND FLOOR DECK UNDER ROOF, 1712 S.F. ROOF, 9/19/13 - ADDING SUB |
| 13101175 | 5/21/2013 | 10/23/2013 | \$311,332 | Commercial | CONSTRUCT BATH HOUSE #3 CONSISTING OF 608 S.F. 1ST FLOOR AREA, 200 S.F. SLAB, 1119 S.F. ROOF, 9/19/13 - ADDING SUB |
| 13101086 | 4/22/2013 | 10/18/2013 | \$314,613 | Commercial | INSTALLATION OF MARINE SEWER VACUUM SYSTEM INCLUDING 4 PUMPS, BELOW GROUND VACUUM LINES AND FORCE MAIN. |
| 13100846 | 4/17/2013 | | \$1,500 | Commercial | INSTALL PVC FENCE. LONG 6' HIGH PVC FENCE ALONG THE SIDE OF PROPERTY. |
| 12103136 | 10/23/2012 | 12/23/2013 | \$8,000,000 | Commercial | NEW AND REPAIR OF SEAWALL AND CAP AND MISC. NORTH PIER. PHASE 1 TO CREATE 361 NON-COMMERCIAL RECREATIONAL WET SLIPS VIA THE INSTALLATION OF 115,520 SQ FT. FLOATING DOCKS SECURED WITH CONCRETE PILES TO MAINTENANCE DREDGE 5,687 CUBIC YARD (72,107 SQ FT). |

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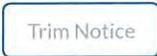
Photos



Map



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Summary

Parcel ID 00123761-000600
 Account# 9103820
 Property ID 9103820
 Millage Group 110A
 Location Address 7007 SHRIMP Rd, STOCK ISLAND
 Legal Description UNIT 6 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR 2781-1313/1470(DEC/CONDO)
(Note: Not to be used on legal documents.)
 Neighborhood 8196
 Property Class COMMERCIAL (1000)
 Subdivision
 Sec/Twp/Rng 35/67/25
 Affordable Housing No

Owner

[LONGSTOCK II LLC](#)
 7009 Shrimp Rd
 Ste 2
 Key West FL 33040

Valuation

| | 2019 | 2018 | 2017 | 2016 |
|----------------------------|-----------|-----------|-----------|-----------|
| + Market Improvement Value | \$0 | \$0 | \$0 | \$211,200 |
| + Market Misc Value | \$100,885 | \$100,885 | \$100,885 | \$0 |
| + Market Land Value | \$466,737 | \$466,737 | \$466,737 | \$0 |
| = Just Market Value | \$567,622 | \$567,622 | \$567,622 | \$211,200 |
| = Total Assessed Value | \$281,107 | \$255,552 | \$232,320 | \$211,200 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$567,622 | \$567,622 | \$567,622 | \$211,200 |

Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|-----------------------------|-----------------|-------------|----------|-------|
| COMMERCIAL WATERFRON (100W) | 25,229.00 | Square Foot | 0 | 0 |

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Summary

Parcel ID 00123761-000700
 Account# 9103821
 Property ID 9103821
 Millage Group 110A
 Location Address 7011 SHRIMP Rd, STOCK ISLAND
 Legal Description UNIT 7 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO)
 (Note: Not to be used on legal documents.)
 Neighborhood 8196
 Property Class COMMERCIAL (1000)
 Subdivision
 Sec/Twp/Rng 35/67/25
 Affordable Housing No

Owner

[LONGSTOCK II LLC](#)
 7009 Shrimp Rd
 Ste 2
 Key West FL 33040

Valuation

| | 2019 | 2018 | 2017 | 2016 |
|----------------------------|-----------|-----------|-----------|-----------|
| + Market Improvement Value | \$0 | \$0 | \$0 | \$313,500 |
| + Market Misc Value | \$149,751 | \$149,751 | \$149,751 | \$0 |
| + Market Land Value | \$691,919 | \$691,919 | \$691,919 | \$0 |
| = Just Market Value | \$841,670 | \$841,670 | \$841,670 | \$313,500 |
| = Total Assessed Value | \$417,269 | \$379,335 | \$344,850 | \$313,500 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$841,670 | \$841,670 | \$841,670 | \$313,500 |

Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|-----------------------------|-----------------|-------------|----------|-------|
| COMMERCIAL WATERFRON (100W) | 37,401.00 | Square Foot | 0 | 0 |

| Number | Date Issued | Date Completed | Amount | Permit Type | Notes |
|----------|-------------|----------------|-----------|-------------|--|
| 19103253 | 10/10/2019 | | \$10,000 | Commercial | HOOK UP UL 300 FIRE SYSTEM |
| 19103254 | 10/10/2019 | | \$10,000 | Commercial | INSTALL NEW HOOD SYSTEM |
| 18105447 | 2/27/2019 | | \$265,000 | Commercial | CONSTRUCT 5000 SF COMMERCIAL POOL, DECK, (2) HEATERS, AUTO FILL AND HANDICAP LIFT. |
| 18105446 | 2/7/2019 | 11/12/2019 | \$650,000 | Commercial | CONSTRUCTION OF 3,500 SQ FT POOL BAR, KITCHEN AND GAZEBO. |

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Summary

Parcel ID 00123761-000800
 Account# 9103822
 Property ID 9103822
 Millage Group 110A
 Location 7025 SHRIMP Rd, STOCK ISLAND
 Address
 Legal UNIT 8 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO)
 Description
 (Note: Not to be used on legal documents.)
 Neighborhood 8196
 Property Class COMMERCIAL (1000)
 Subdivision
 Sec/Twp/Rng 35/67/25
 Affordable No
 Housing



Owner

[LONGSTOCK II LLC](#)
 7009 Shrimp Rd
 Ste 2
 Key West FL 33040

Valuation

| | 2019 | 2018 | 2017 | 2016 |
|----------------------------|-------------|-------------|-------------|-----------|
| + Market Improvement Value | \$365,497 | \$365,497 | \$365,497 | \$449,625 |
| + Market Misc Value | \$214,775 | \$214,775 | \$214,775 | \$0 |
| + Market Land Value | \$992,766 | \$992,766 | \$992,766 | \$0 |
| = Just Market Value | \$1,573,038 | \$1,573,038 | \$1,573,038 | \$449,625 |
| = Total Assessed Value | \$598,451 | \$544,046 | \$494,588 | \$449,625 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$1,573,038 | \$1,573,038 | \$1,573,038 | \$449,625 |

Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|--------------------------|----------------------------|-------------|----------|-------|
| MARINA WATERFRONT (10MW) | 53,663.00 | Square Foot | 0 | 0 |
| Style | MARINA/AUTO/BUS TERM / 27C | | | |
| Gross Sq Ft | 7,818 | | | |
| Finished Sq Ft | 7,818 | | | |
| Perimeter | 574 | | | |
| Stories | 1 | | | |
| Interior Walls | DRYWALL | | | |
| Exterior Walls | CONC BLOCK | | | |
| Quality | 300 () | | | |
| Roof Type | GABLE/HIP | | | |
| Roof Material | METAL | | | |
| Exterior Wall1 | CONC BLOCK | | | |
| Exterior Wall2 | | | | |
| Foundation | CONCRETE SLAB | | | |
| Interior Finish | DRYWALL | | | |
| Ground Floor Area | | | | |
| Floor Cover | | | | |
| Full Bathrooms | 0 | | | |
| Half Bathrooms | 0 | | | |
| Heating Type | | | | |
| Year Built | 1953 | | | |
| Year Remodeled | | | | |
| Effective Year Built | 1980 | | | |
| Condition | | | | |

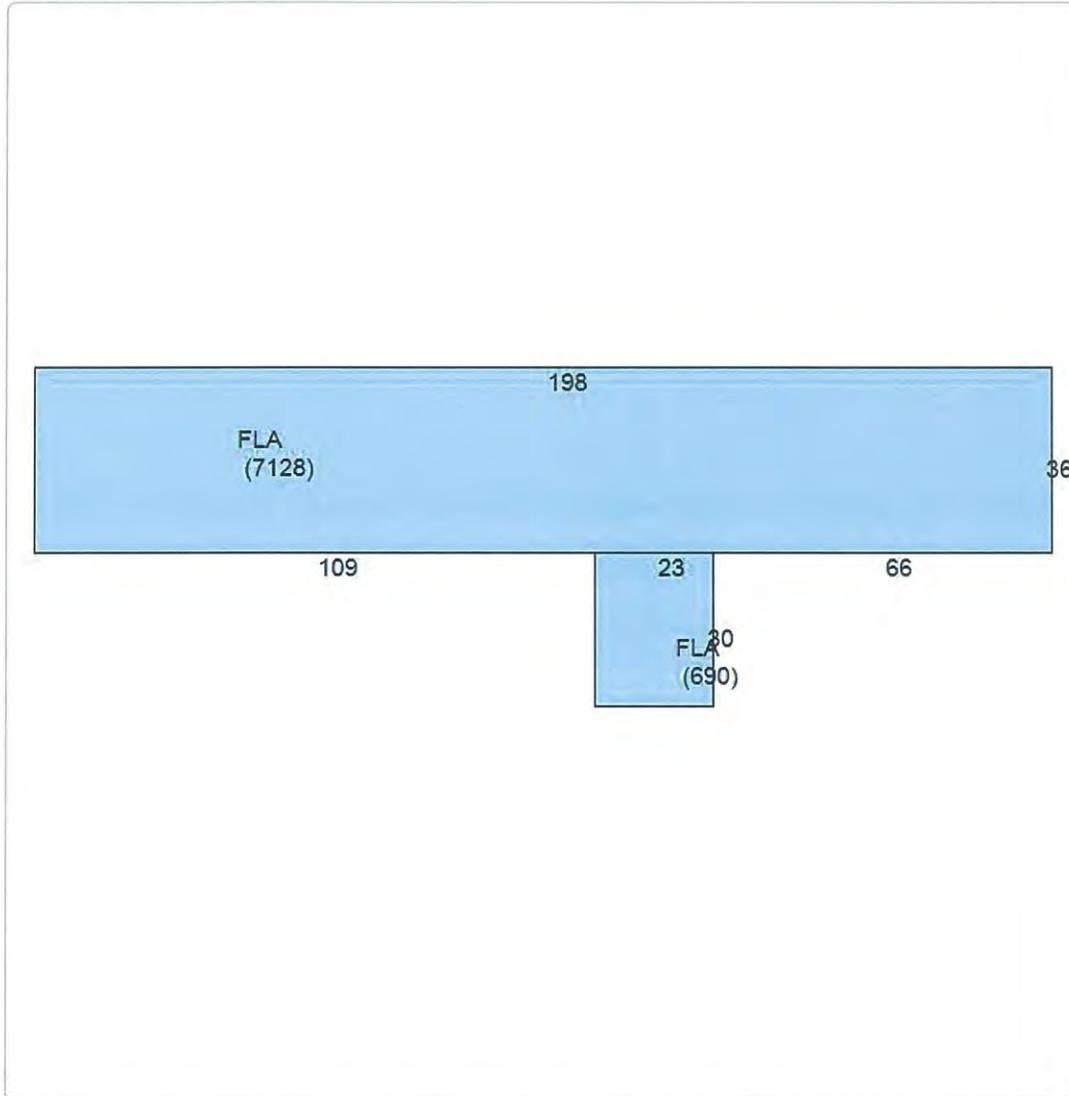
| Code | Description | Sketch Area | Finished Area | Perimeter |
|-------|----------------|-------------|---------------|-----------|
| FLA | FLOOR LIV AREA | 7,818 | 7,818 | 574 |
| TOTAL | | 7,818 | 7,818 | 574 |

| Number | Date Issued | Date Completed | Amount | Permit Type | Notes |
|----------|-------------|----------------|----------|-------------|---|
| 17105861 | 3/21/2018 | 8/16/2018 | \$32,485 | Commercial | DEMO OF EXT/INT. STAIRS. REMOVE WINDOWS/IN FILL NEW STAIRS & RAMP AND RAILING. ELECTRICAL & PLUMBING FOR EQUIPMENT HOOK-UP. |
| 17107281 | 2/21/2018 | 4/5/2018 | \$10,275 | Commercial | CONSTRUCT INSTALL GARAGE DOOR |

View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)



Photos



Map



TRIM Notice

Trim Notice

2019 Notices Only

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

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

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

Summary

Parcel ID 00123761-000900
 Account# 9103823
 Property ID 9103823
 Millage Group 110A
 Location Address 7075 SHRIMP Rd, STOCK ISLAND
 Legal Description UNIT 9 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO)
 (Note: Not to be used on legal documents.)
 Neighborhood 8196
 Property Class COMMERCIAL (1000)
 Subdivision
 Sec/Twp/Rng 35/67/25
 Affordable Housing No

Owner

[LONGSTOCK II LLC](#)
 7009 Shrimp Rd
 Ste 2
 Key West FL 33040

Valuation

| | 2019 | 2018 | 2017 | 2016 |
|----------------------------|-------------|-------------|-------------|-----------|
| + Market Improvement Value | \$0 | \$0 | \$0 | \$494,175 |
| + Market Misc Value | \$236,055 | \$236,055 | \$236,055 | \$0 |
| + Market Land Value | \$1,093,424 | \$1,093,424 | \$1,093,424 | \$0 |
| = Just Market Value | \$1,329,479 | \$1,329,479 | \$1,329,479 | \$494,175 |
| = Total Assessed Value | \$657,747 | \$597,952 | \$543,593 | \$494,175 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$1,329,479 | \$1,329,479 | \$1,329,479 | \$494,175 |

Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|-----------------------------|-----------------|-------------|----------|-------|
| COMMERCIAL WATERFRON (100W) | 59,104.00 | Square Foot | 0 | 0 |

View Tax Info

[View Taxes for this Parcel](#)

Map



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Summary

Parcel ID 00123761-001000
 Account# 9103824
 Property ID 9103824
 Millage Group 110A
 Location Address 7005 SHRIMP Rd, STOCK ISLAND
 Legal Description UNIT 10 STOCK ISLAND MARINA VILLAGE A CONDOMINIUM OR2781-1313/1470(DEC/CONDO)
(Note: Not to be used on legal documents.)
 Neighborhood 8196
 Property Class SUBMERGED (9500)
 Subdivision
 Sec/Twp/Rng 35/67/25
 Affordable Housing No

Owner

[LONGSTOCK I LLC](#)
 7009 Shrimp Rd
 Ste 2
 Key West FL 33040

Valuation

| | 2019 | 2018 | 2017 | 2016 |
|----------------------------|-------------|-------------|-------------|-------------|
| + Market Improvement Value | \$0 | \$0 | \$0 | \$5,167,800 |
| + Market Misc Value | \$2,468,532 | \$2,468,532 | \$2,468,532 | \$0 |
| + Market Land Value | \$0 | \$0 | \$0 | \$0 |
| = Just Market Value | \$2,468,532 | \$2,468,532 | \$2,468,532 | \$5,167,800 |
| = Total Assessed Value | \$2,468,532 | \$2,468,532 | \$2,468,532 | \$5,167,800 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$2,468,532 | \$2,468,532 | \$2,468,532 | \$5,167,800 |

Land

| Land Use | Number of Units | Unit Type | Frontage | Depth |
|----------|-----------------|-------------|----------|-------|
| (9500) | 1,234,120.00 | Square Foot | 0 | 0 |

| Number | Date Issued | Date Completed | Amount | Permit Type | Notes |
|----------|-------------|----------------|-------------|-------------|---|
| 18106126 | 2/25/2019 | | \$275,000 | Commercial | TO DEMOLISH SITE WORK ONLY SEE PERMIT #18105444 FOR SITE WORK DETAILS, AS PER APPROVED PLANS. |
| 18105444 | 2/7/2019 | | \$3,285,000 | Commercial | SITE ONLY PER APPROVED PLANS. ELECTRICAL AND PLUMBING. |

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Map



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Version 2.3.41



Google Maps Shrimp Rd

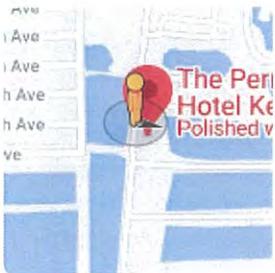


Image capture: Mar 2019 © 2020 Google

Stock Island, Florida



Street View



Google Maps Shrimp Rd

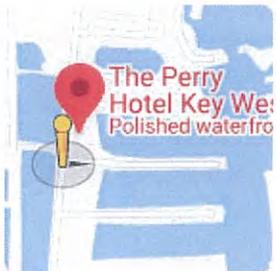


Image capture: Mar 2019 © 2020 Google

Stock Island, Florida



Street View



Google Maps 7011 Shrimp Rd

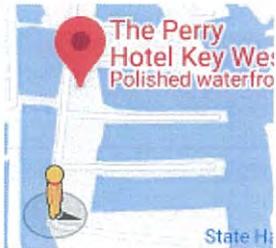


Image capture: Mar 2019 © 2020 Google

Stock Island, Florida



Street View



Doc# 2063312
Bk# 2781 Pg# 1313

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

Bryan Hawks, Esq.
Smith | Oropeza | Hawks P.L.
138-142 Simonton Street
Key West, FL 33040

(Reserved for Clerk of Court)

**DECLARATION
OF
STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM**

LONGSTOCK II, LLC, a Florida limited liability company, hereby declares:

1. Introduction and Submission.

- 1.1 **The Land.** The Developer (as hereinafter defined) owns the fee title to certain land located in Monroe County, Florida, as more particularly described in Exhibit "1" attached hereto (the "Land").
- 1.2 **Submission Statement.** The Developer hereby submits the Land and all improvements erected or to be erected thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof and as it may be hereafter renumbered. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.
- 1.3 **Name.** The name by which this condominium is to be identified is **STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM** (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

- 2.1 "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.
- 2.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.
- 2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against each Unit Owner.

- 2.4 "Association" or "Condominium Association" means **STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.
- 2.5 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.
- 2.6 "Board" or "Board of Directors" means the board of directors, from time to time, of the Association.
- 2.7 "By-Laws" mean the By-Laws of the Association, as amended from time to time.
- 2.8 "Charge" shall mean and refer to the imposition of any financial obligation by the Association which is not an Assessment as defined by Subsection 2.3 above. Accordingly, as to Charges, the Association will not have the enforcement remedies that the Act grants for the collection of Assessments.
- 2.9 "City" shall mean and refer to the City of Key West, located within Monroe County, Florida.
- 2.10 "Common Elements" mean and include:
- (a) The real property located on the Land as more particularly shown and designated as "Common Elements" on **Exhibit "2"** attached hereto (which include the finger piers, entranceways, roadways, sea wall and the boardwalk falling within the boundaries of the Common Elements identified on **Exhibit "2"**).
 - (b) The portions of the Condominium Property which are not included within the Units and/or the Association Property.
 - (c) Easements through the "Common Elements" on **Exhibit "2"** attached hereto for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units, Common Elements and/or the Association Property.
 - (d) The property and installations required for the furnishing of utilities and other services to the boundary line of more than one Unit or to the Common Elements and/or to the Association Property.
 - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration serving the Condominium Property.
- 2.11 "Common Expenses" mean all expenses incurred by the Association for the operation, management, maintenance, insurance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the By-Laws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation, the following: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) costs relating to road, finger pier and boardwalk maintenance, landscaping and operation expenses, management and legal fees, administrative, professional and consulting fees

and expenses, and in-house and/or interactive communications and surveillance systems; (c) the real property taxes, Assessments and other maintenance expenses attributable to the Common Elements, any Units acquired by the Association or any Association Property; (d) the cost of complying with any government requirements; (e) the cost of communications services as defined in Chapter 202, Florida Statutes, information services, or Internet services obtained pursuant to a bulk contract, if any serving all Units, (f) costs relating to maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems and any costs required in order to have the Condominium Property comply with any governmental regulation; (g) the real property taxes, Assessments and other maintenance expenses attributable to the Association, Common Elements and Association Property; (h) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment and/or supplies, including without limitation, leases for trash compacting and/or recycling equipment, if same is leased by the Association rather than being owned by it (provided that each Unit owner is responsible for its Unit's trash and recycling); (i) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement to provide utility facilities to provide sewer hook, up, unheated water and all electrical current up to the boundary line of each Unit; (j) any and all costs, expenses, obligations (financial or otherwise) and/or liabilities of the Association and/or running with the Land pursuant to any restriction, covenant, condition, limitation, agreement, reservation and easement now or hereafter recorded in the public records; (k) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (l) costs of fire, windstorm, flood, liability and all other types of insurance for the Common Elements and/or Association Property including, without limitation, and specifically, insurance for officers and directors of the Association and costs and contingent expenses incurred if the Association elects to participate in a self-insurance fund authorized and approved pursuant to Section 624.462, Florida Statutes; (m) costs of water and sewer, electricity, gas and other utilities which are not consumed solely by an individual Unit; (n) costs resulting from damage to the Common Elements or Association Property, which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage. Notwithstanding anything to the contrary contained in this Declaration, Common Expenses shall not include any separate obligations of individual Unit Owners, nor shall Common Expenses include any costs or expenses in connection with any Limited Common Element assigned to a Unit Owner, and to the extent that the Association incurs any cost or expense in connection with a Limited Common Element, then such cost or expense pertaining to such Limited Common Element shall be paid only by the Unit Owner of such Unit to which such Limited Common Element is assigned.

- 2.12 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits, collected by the Association which exceeds Common Expenses.
- 2.13 "Condominium" shall have the meaning given to it in Subsection 1.3 above.
- 2.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit.
- 2.15 "Condominium Property" means the Land, Improvements and other property or property rights described in Subsection 1.2 hereof.

- 2.16 "County" means the County of Monroe, State of Florida.
- 2.17 "Declaration" or "Declaration of Condominium" means this instrument and all exhibits attached hereto, as same may be amended from time to time.
- 2.18 "Developer" means **LONGSTOCK II, LLC, a Florida limited liability company**, its successors, nominees, affiliates and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Notwithstanding any assignment of the Developer's rights hereunder (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the Developer unless, and only to the extent that, it expressly agrees to do so in writing. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association. Developer shall provide written notice to all Unit Owners of any assignment of Developer's rights contemplated in this Section 2.18 provided that the assignment of Development Rights allocated to a Unit pursuant to Section 3.5 shall be evidenced by an assignment or transfer agreement to be recorded in the public records of the County.
- 2.19 "Dispute", for purposes of Subsection 18.1, means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Declaration, the Articles or By-Laws to: (1) require any Owner to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto; or (2) alter or add to a common area or Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or By-Laws to: (1) properly conduct elections; (2) give adequate notice of meetings or other actions; (3) properly conduct meetings; or (4) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation or enforcement of any warranty; the levy of a fee or Assessment or the collection of an Assessment levied against a party; the eviction or other removal of a tenant from a Unit; alleged breaches of fiduciary duty by one or more officers or members of the Board of Directors; or claims for damages to a Unit based upon the alleged failure of the Association to maintain the Common Elements or Condominium Property.
- 2.20 "Extraordinary Financial Event" shall mean Common Expenses resulting from a natural disaster or act of God which is not covered by insurance proceeds from the insurance maintained by the Association.
- 2.21 "First Mortgagee" shall have the meaning given to it in Subsection 13.6 below.
- 2.22 "Hotel Unit" means and refers to Unit 4, as identified on Exhibit "2" attached hereto. References to "Units" shall include the Hotel Unit.
- 2.23 "Improvements" mean all structures and artificial changes to the natural environment located or to be located on the Condominium Property.

- 2.24 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, a government sponsored entity, any lender advancing funds to Developer secured by an interest in any portion of the Condominium Property or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.
- 2.25 "Insured Property" shall have the meaning given to it in Subsection 14.2(a) below.
- 2.26 "Land" shall have the meaning given to it in Subsection 1.1 above.
- 2.27 "Limited Common Elements" mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.
- 2.28 "Material Amendment" shall have the meaning given to it in Subsection 6.2 below.
- 2.29 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- 2.30 "Unit" means a part of the Condominium Property which is subject to exclusive ownership and refers to each of the Units identified on Exhibit "2" attached hereto (and any Unit resulting from any proper subdivision of said Unit, or any Additional Property added as a Unit, as and to the extent permitted by this Declaration).
- 2.31 "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel. Except where the context clearly provides otherwise, the term "member" is herein used interchangeably with the terms "Unit Owner", "Owner of a Unit", and "Owner".

3. Description of Condominium.

3.1 Identification of Units. The Land consists of ten (10) Units. Each such Unit is identified by a separate numerical and/or alpha-numerical designation. The designation of each of such Units is set forth on Exhibit "2" attached hereto. Exhibit "2" consists of a survey of the Land and a graphic description of the Units, along with the Common Elements and proposed Limited Common Elements. Said Exhibit "2", together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration, including, without limitation, the right to transfer such right to other Units or Unit Owners; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto as may be provided by this Declaration; and (e) other appurtenances as may be provided by this Declaration.

3.2 Unit Boundaries. Each Unit shall include that part of the Condominium Property containing the Unit, including any Improvements situated thereon, that lies within the boundary lines as depicted on Exhibit 2.

The survey of the Units set forth as Exhibit "2" hereto shall control in determining the boundaries of a Unit, but no Unit shall be deemed to include any pipes, wires, conduits, lines or other utility lines or drainage facilities running through such Unit created under the Act, this Declaration or any easements affecting the Condominium Property and recorded in the Public Records of the County, which are utilized by more than one Unit, the same being deemed Common Elements.

3.3 Limited Common Elements. The bathhouses shown on Exhibit "2" (and any additional bathhouses which may from time to time be built on the Common Elements area, collectively the "Bathhouses") are assigned to Unit 10 as shown on Exhibit "2" and are each Limited Common Elements. Developer, at its sole and absolute discretion, but at Developer's sole cost and expense, may develop the final Monroe County approved bathhouse on the North Pier and, additionally, three (3) bathhouses on the South Pier of similar mass and scale as the North Pier bathhouses, which shall all be deemed Limited Common Elements assigned to Unit 10. All Limited Common Elements shall be maintained by the Unit Owner to which such Limited Common Element is assigned.

(a) The applicable Unit Owner shall, however, be responsible for the maintenance, repair and replacement of all portions of its Limited Common Element, and shall be deemed to have agreed, for such Owner, and such Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom.

(b) To the extent of any area deemed a Limited Common Element under this Subsection 3.3(b), the Owner of the Unit (s) to which the Limited Common Element is appurtenant shall have the right to alter same as if the Limited Common Element were part of the

Owner's Unit, rather than as required for alteration of Common Elements. Notwithstanding the foregoing, the designation of any portion of the Common Elements as a Limited Common Element under this Subsection 3.3(b) shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude, or in any way interfere with the passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or operation of the mechanical equipment and/or other Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas (and an easement is hereby reserved for such purposes).

- (c) Except for those portions of the Common Elements designed and intended to be used by all Unit Owners, a portion of the Common Elements serving only one (1) Unit or a group of Units (but not all Units) (other than the proposed three (3) bathhouses on the South Pier which require no vote or approval) may be reclassified as a Limited Common Element upon the vote required to amend the Declaration under Section 6.2 and any such amendment shall be deemed a Material Amendment governed by Section 6.2.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of the County):

- (a) Unit 4 Easements. Notwithstanding anything to the contrary contained in this Declaration, once the utility systems which are currently under, through and over Unit 4 (the Hotel Unit) are removed prior to construction of vertical Improvements on such Unit, the Hotel Unit shall not be subject to any other utility or service easements on Unit 4, other than for (i) stormwater/drainage (which shall not materially adversely affect the vertical Improvements on the Hotel Unit) and (ii) the utility easement recorded in Official Records Book 2781, Page 91 of the Public Records of Monroe County, Florida, without the reasonable approval of the Owner of Unit 4.
- (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility systems, broadband communications and other services and drainage in order to serve the Condominium and/or members of the Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility systems, broadband communications or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, broadband communications and similar systems, service and drainage facilities, contained in the Unit or elsewhere in the Condominium Property which are deemed Common Elements and to remove any improvements constructed by Unit Owner over such systems and easements; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

- (c) **Encroachments.** If (i) any portion of the Common Elements and/or the Association Property encroaches upon any Unit (or Limited Common Element appurtenant thereto); (ii) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements and/or the Association Property; or (iii) any encroachment shall hereafter occur as a result of (1) construction of the Improvements; (2) settling or shifting of the Improvements; (3) any alteration or repair to the Common Elements and/or the Association Property made by or with the consent of the Association or Developer, as appropriate; or (4) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements and/or the Association Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.
- (d) **Ingress and Egress.** A non-exclusive easement in favor of each Unit Owner, their guests, tenants and invitees, and for each member of the Association and their guests, tenants and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements and Association Property (but not any Unit) as from time to time may be intended and designated for such purpose and use by the Board; and for vehicular and pedestrian traffic over, through and across, and parking on, such portions of the Common Elements and Association Property (but not any Unit) as from time to time may be paved and intended for such purposes. None of the easements specified in this Subsection 3.4(d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
- (e) **Construction; Maintenance.** The Developer (including its affiliates and its or their designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of undertaking and completing the construction thereof and/or any portion of the Condominium Property, or any part thereof, or any Improvements or Units located or to be located thereon, and/or any improvements located or to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desired to do so. The Association (and its designees, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable business hours as may be necessary for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units.
- (f) **Sales, Marketing and Leasing Activity.** Until such time as Developer (or any of its affiliates) is no longer offering Units for sale in the ordinary course of its business, the Developer, its designees, successors and assigns, hereby reserves and shall have the right to use any Units owned by Developer (or its affiliates), but excluding Unit 2 and Unit 4, for guest accommodations, sales, leasing, marketing management, resales,

administration and construction offices, to provide financial services, to show unsold Units and Common Elements to prospective purchasers and tenants of Units, and/or to erect on the Units owned by Developer or Association Property signs, displays and other promotional material to advertise the unsold Units for sale or lease in the Condominium (and an easement is hereby reserved for all such purposes and without the requirement that any consideration be paid by the Developer to the Association or to any Unit Owner).

- (g) Public Easements and Governmental Requirements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Elements in the performance of their respective duties. The Developer and Association hereby reserve the right to grant such easements from time to time as may be required by any government agency. Such easements shall specifically include, but not be limited to, any environmental or access easements required by state, county or federal agencies for so long as the Developer holds any direct interest in any Unit subject to this Declaration.
- (h) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the development, construction, sale, resale, leasing, financing and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner and without requiring any consideration to be paid by the Developer to the Unit Owners and/or Condominium Association (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, during normal business hours, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant, or to materially interfere with, such access, shall alleviate the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in any way in Developer's activities described in this Subsection 3.4(h). The easements reserved in this Section shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer and the issuance of any certificates of occupancy for the Condominium Property (or portions thereof). **Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be or are expressly set forth herein) as set forth in Section 22 below.**
- (i) Additional Easements. The Developer, during the time that the Developer has the right to elect a majority of the Board of Directors of the Association, and after such time, the Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right, with the reasonable approval of any materially affected Unit Owner, to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and

appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property with the approval of any materially affected Unit Owner, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property with the approval of any materially affected Unit Owner, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Unit for its intended purpose.

- (j) Fuel Line Easement. Certain fuel tanks are located upon Unit 5, which fuel tanks provide fuel to fuel docks located upon Unit 10 by virtue of a pipeline which runs through only that portion of the Common Elements described in Schedule 3.4(j) which pipeline may be moved to the finger piers designated as "Common Elements" on Exhibit "2" attached hereto (the "Fuel Line Easement"). The pipeline is personal property. An easement is hereby reserved under, through, and over the Fuel Line Easement to the owner of Unit 5 and the Owner of Unit 10, whether such owners be the same individual or entity or be different individuals or entities, under, through and over the Fuel Line Easement for the pipeline. The Owner of Unit 5 and the Owner of Unit 10 shall have an irrevocable right of access to maintain, repair or replace the pipeline only within the Fuel Line Easement, provided such right of access, except in the event of an emergency, shall not interfere with the reasonable use of the Common Elements or the use of other Units. Notwithstanding the foregoing, it is hereby recognized that access to the pipeline may require removal of certain improvements upon the Fuel Line Easement area which may, from time to time, impede the use of the Fuel Line Easement area. In the event that the Owner of Unit 5 or the Owner of Unit 10 desires to undertake maintenance, repairs, or replacement of the pipeline which requires removal of improvements upon the Fuel Line Easement area, such Unit Owner shall apply to the Association for approval to undertake such maintenance, repair, or replacement, unless it is an emergency to repair a fuel line or any part of the fuel system to prevent a petroleum spill or any other environmental contamination, in which case, permission is deemed to have been granted by the Association. The Association shall not unreasonably withhold consent to such maintenance, repair, or replacement, but may place upon such consent reasonable restrictions related to the time of commencement and completion of such maintenance, repair, or replacement. The Owner of the Unit undertaking such maintenance, repair, or replacement shall promptly replace or repair any portion of the Common Elements removed or damaged in the process of gaining access to the Pipeline, at such Unit Owner's sole and exclusive expense. The Owners of Unit 5 and Unit 10 hereby indemnify and hold harmless the Association and the Owners of all other Units within the Condominium from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of or related to the fuel tanks, fuel docks, fuel lines or related facilities including, without limitation, any petroleum spill or any other environmental contamination, except to the

extent such loss, claim, liability or cost is directly caused by or arises from the gross negligence or willful misconduct of a Unit Owner (other than Unit 5 and 10 Owner) or its agents, servants, employees, invitees, or visitors.

- 3.5 Development Rights. The Land is subject to that certain Development Agreement by and between Developer and the County dated July 16, 2014, and recorded in Official Records Book 2696, Page 1445 of the Public Records of Monroe County, Florida (the "Development Agreement") and that certain Planning Commission Resolution No. P43-14 approving Major Conditional Use dated January 21, 2015 and recorded April 8, 2015, in Official Records Book 2733, Page 1848, of the Public Records of Monroe County, Florida (the "Major Conditional Use Approval") along with a multitude of development and zoning entitlements and restrictions, including, but not limited to, entitlements regarding BPAS, ROGO (defined below), intensity and density, variances, etc. (collectively, with the Development Agreement and Major Conditional Use Approval, the "Development Rights"). The Developer has obtained the transfer of one hundred (100) Transient Residential Rate of Growth Ordinance (ROGO) exemptions ("TRE's") from a sender site to the Land pursuant to that certain Minor Conditional Use Permit dated July 7, 2015 and Development Order 03-2015. Such 100 TREs are allocated solely to Unit 4 as shown on Exhibit "2" and such 100 TREs may not be allocated to any other Units. Unit 4 shall be entitled to only 100 TREs and shall not be entitled to obtain any more TREs or similar entitlements, or transfer any of the 100 TREs, or increase the intensity or density allocations on Unit 4, without the consent of two thirds of all voting interests in the Condominium, provided that during the time that the Developer has the right to elect a majority of the Board of Directors of the Association, such consent may be given by the Developer alone, without requiring the consent of any other party. The Development Rights allocated to each of the other Units, and the transfer of any Development Rights among Units or outside of the Condominium, shall be made solely by the Developer during the time the Developer has the right to elect a majority of the Board of Directors of the Association and after such time, such allocation shall be made by two thirds of all voting interests in the Condominium. Any assignable Development Rights allocated to a Unit shall be evidenced by an assignment or transfer agreement to be recorded in the public records of the County. No Development Rights allocation or transfer may be made and no portion of the Land may be developed which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to (i) the Developer, without the prior written consent of the Developer in each instance or (ii) the Owner of Unit 4 to construct and develop a 100 room hotel and a 192 seat restaurant and tiki bar on Unit 4 without the prior written consent of the Unit 4 Owner in each instance.

None of the Developer, Association, or any their officers, directors, attorneys or agents make any representation with respect to the existence of any Development Rights other than as expressly stated in this Declaration. Any amendment to this Declaration required by a Development Rights change made pursuant to this Section 3.5 shall be adopted in accordance with Section 6 and provided that such amendment does not materially negatively affect the development rights of any non-Developer owned Unit, then such amendment shall not be considered a Material Amendment.

Developer or any Unit Owner that has been notified of a default under any of the Development Approvals governing the development of the Property is required to provide the notice of default to the Association. Should the default not be remedied within the required time under the notice of default, the Association or any Unit Owner may exercise self-help to cure such default and be

entitled to recover reasonable costs and fees, including attorney's fees, in curing the default. Failure to pay such fees and costs shall constitute a lien against the defaulting Unit Owner's Unit after a written demand for payment has been made allowing thirty (30) days for payment. Any Unit Owner or the Association exercising its right to self-help shall not be deemed to constitute a trespass to the extent the Unit Owner or Association necessarily needs to enter onto the defaulting Unit Owner's property.

3.6 **Additional Property.** Additional real property ("Additional Property") may be annexed under this Declaration by the filing of an amendment to this Declaration with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such Additional Property. Such amendment shall describe the real property to be annexed and shall state that is being made pursuant to the terms of this Declaration for the purpose of annexing property to the scheme of this Declaration and extending the jurisdiction of the Association to the Additional Property. Any amendment to this Declaration required by the annexation of Additional Property made pursuant to this Section 3.6 shall be adopted in accordance with Section 6.

(a) Owners, upon recordation of any such amendment to the Declaration shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Elements of the Condominium Property within the Additional Property so annexed and an obligation to contribute to the operation and maintenance of such Common Elements, if any, within the Additional Property.

(b) If any Additional Property is added, the voting rights, assessment obligations and the like shall be adjusted accordingly.

An amendment to approve the annexation of Additional Property that has the effect of increasing or potentially increasing the share of Common Expenses or the Assessments of any Unit or if such proposed Additional Property includes Common Elements real property that is not substantially free and clear of all hazardous materials, hazardous substances or waste constitutes a Material Amendment, as defined in Section 6.2 herein, and shall only be approved pursuant to the provisions of Section 6.2.

3.7 **Parking Rights.** Notwithstanding anything to the contrary herein, parking for each Unit shall be contained within the boundaries of said Unit unless Unit Owners have agreed to provide parking rights and/or easements to other Unit Owners, which may be done without the consent of the Association or any other party.

4. **Restraint Upon Separation and Partition of Common Elements.** The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. **Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.**

- 5.1 **Percentage Ownership and Shares in Common Elements.** The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is as set forth on **Exhibit "3"** attached hereto.
- 5.2 **Voting.** Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.

6. **Amendments.** Except as elsewhere provided herein, amendments may be effected as follows:

- 6.1 **By The Association.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing in excess of a majority of the voting interests of all Unit Owners. Unit Owners not present in person at the meeting considering the amendment may express their approval or disapproval in writing, provided that such approval or disapproval is delivered to the secretary at or prior to the meeting, however, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.
- 6.2 **Material Amendments.** Unless otherwise provided specifically to the contrary in this Declaration, no amendment to this Declaration shall change the configuration (other than de minimus changes) or size of the real property Common Elements, change the configuration or size of a non-Developer owned Unit, alter or modify the appurtenances to any non-Developer owned Unit, change the voting rights of any Unit, change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) of such Unit affected and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the Material Amendment is otherwise approved by an affirmative vote representing in excess of a majority of the voting interests of all Unit Owners.

Notwithstanding the foregoing, (i) the annexation of Additional Property which both (a) does not have the effect of increasing or potentially increasing the share of Common Expenses or the Assessments of any Unit and (b) does not include any Common Elements real property that is not substantially free and clear of all hazardous materials, hazardous substances or waste in accordance with Section 3.6, (ii) the allocation of Development Rights to any Unit prior to the sale of such Unit to an Owner in accordance with the Section 3.5, and/or (iii) any changes made by Developer to any Developer owned Units to which it is entitled to make pursuant to Section 10 herein, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment and may be approved pursuant to the provisions of Section 6.1 herein.

- 6.3 Mortgagee's Consent. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise materially adversely affect any rights, benefits, privileges or priorities granted or reserved to any First Mortgagees, any Institutional First Mortgagees or the Primary Institutional First Mortgagee without the consent of the aforesaid First Mortgagees, any Institutional First Mortgagees or the Primary Institutional First Mortgagee in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the First Mortgagees, any Institutional First Mortgagees or the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration.
- 6.4 By or Affecting the Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, this Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment to (i) permit time share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units) or (ii) effect a Material Amendment which must be approved, if at all, in the manner set forth in Subsection 6.2 above. The unilateral amendment rights set forth herein shall include, without limitation, the right to correct scrivener's errors. No amendment may be adopted (whether to this Declaration or any of the exhibits hereto) which would eliminate, modify, prejudice, abridge or otherwise materially adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the prior written consent of the Developer in each instance.
- 6.5 Amendments affecting Hotel Unit. Notwithstanding anything herein contained to the contrary, no amendment may be adopted to this Declaration which would materially adversely affect the parking necessary for or materially affect Unit 4 Owner's ability to construct and develop a 100 room hotel and a 192 seat restaurant and tiki bar on Unit 4 or disallow the such use, without the consent of the Owner of the Unit 4.
- 6.6 Execution and Recording. An amendment (including any amendment setting forth a Unit's allocated Development Rights), other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable amendment is properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

7. **Maintenance and Repairs.**

- 7.1 **Units and Limited Common Elements.** All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, along with all trash removal, recycling, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.
- 7.2 **Common Elements and Association Property.** Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than those Limited Common Elements or portions thereof to be maintained by the Unit Owners as provided above) and Association Property shall be performed by the Association and the cost and expense thereof shall be assessed to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners as a Charge.
- 7.3 **Specific Unit Owner Responsibility.** The obligation for the installation, repair, maintenance, operation, alteration and/or replacement of all utility facilities, including but not limited to, sewer hookup, water, pest control, trash pickup and removal and electricity, or other items of property which service a particular Unit or Units (to the exclusion of other Units), shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units. Each Unit Owner shall be responsible for the construction, maintenance and repair for all improvements on its Unit, including, but not limited to, landscaping maintenance, parking lot maintenance, and window cleaning and shall keep the Unit in good appearance at all times.

8. **Additions, Improvements or Alterations by the Association.** Except as provided below to the contrary, whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either (but excluding therefrom the Limited Common Elements, which shall be the obligation of the Unit Owner to which the Limited Common Elements are assigned), shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of five percent (5%) of the then applicable budget of the Association in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by an affirmative vote of the Unit Owners representing a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either (but excluding therefrom the Limited Common Elements, which shall be the obligation of the Unit Owner to which the Limited Common Elements are assigned), costing in the aggregate five percent (5%) of the then applicable budget of the Association or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year. Notwithstanding anything herein contained to the contrary, to the extent that

any additions, alterations or improvements are necessitated by, or result from, an Extraordinary Financial Event, then such additions, alterations or improvements may be made upon decision of the Board alone without requiring any vote by Unit Owners and without regard to whether the additions, alterations or improvements will exceed the threshold amount set forth above.

9. **Additions, Alterations or Improvements.**

9.1 **Consent of the Developer and Board of Directors.** To ensure the maintenance of the Condominium as a mixed use project of the highest quality and standards and to ensure that all improvements and landscaping constructed and maintained on each Unit shall present an attractive and pleasing appearance, no Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, or to its Unit or any Limited Common Element, without, in each instance, the prior written consent of the Developer or Board (as applicable), which shall not be unreasonably withheld, conditioned or delayed (except as expressly set forth below). Notwithstanding the foregoing, any interior improvements or alterations may be made within the initial vertical improvements constructed on Unit 4 without the consent of the Developer, Association or Board (as applicable). The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested by the Board or Developer (as applicable) is received, and the failure of the Board or Developer (as applicable) to respond to the Unit Owner within the stipulated time shall constitute the Developer's or Board's (as applicable) consent. The Developer or Board (as applicable) may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor, or others, to perform the work, imposing conduct standards on all such workers, establishing permitted work hours and requiring the Unit Owner to obtain insurance naming the Developer and the Association as additional named insureds. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Developer, Board or Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Unit Owner, and such Unit Owner's heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Board, the Developer and all other Unit Owners harmless from and to indemnify them against any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be reasonably required by the Association. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder.

Without limiting the generality of the foregoing, the Developer or Association (as applicable) shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements, including, but not limited to, zoning regulations, setback requirements and grading plans which may be in effect from time to time. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

Notwithstanding the foregoing, with respect to solely the initial development and construction of the 100 room hotel and a 192 seat restaurant and tiki bar on Unit 4, the consent of Developer, the Board or the Association shall not be required and such initial development and construction shall not be subject to any additional conditions or other requirements imposed by the Developer, the Board or the Association.

Prior to the transfer of control of the Association, Developer, with input and consent of the majority of the Unit Owners, shall establish a set of design and construction standards that will establish a quality of design and construction that will enhance the Condominium's overall aesthetic appearance and value based upon commercially reasonable standards. After the adoption of such standards, any consent by the Association, Board or Developer (if required) shall not contain any additional conditions on such approval and the Association, Board and Developer shall be required to timely consent to any additions, alterations, construction or other improvements which meet such established design and construction standards.

- 9.2 Emergency Ingress and Egress. No Unit Owner shall make any additions, alterations or improvements to its Unit, and/or to any other portion of the Condominium Property which may cause the Unit, any other Units or the Condominium Property to not be in compliance with all governmental requirements. No barrier including, but not limited to personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress access ways.
- 9.3 Improvements, Additions or Alterations by Developer. The Developer shall have the additional right, without the consent or approval of the Association, the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it or them and Limited Common Elements appurtenant thereto. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.3 shall be adopted in accordance with Section 6 and Section 10 of this Declaration. The Developer making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof.

10. **Changes in Developer-Owned Units.** Without limiting the generality of the provisions of Subsection 9.3 above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or proposed uses of any Developer owned Units; (iii) change the size of Developer-owned Units by combining separate Developer-owned Units into a single Unit (although being kept as two separate legal Units), or otherwise; (iv) revise, apply or transfer any Development Rights on or off any Developer-owned Units, provided that any such changes do not affect the Development Rights already allocated to a non-Developer owned Unit pursuant to Section 3.5 and (v) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing and provided further, that any of the above changes done by Developer do not materially adversely affect the Common Elements or Limited Common Elements or any non-Developer Unit. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 10, shall be effected by the Developer alone pursuant to Subsection 6.5, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Subsection 6.2 above. Without limiting the generality of Subsection 6.5 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. **Operation of the Condominium by the Association; Powers and Duties.**

11.1 **Powers and Duties.** The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits "4" and "5" annexed hereto), as amended from time to time. The qualifications for serving as a member of the Board of Directors shall be as set forth in the By-Laws and Articles of Incorporation.

The affairs of the Association shall be governed by a Board, consisting of three (3) members of the Board of Directors. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit and any Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units.
- (b) The power to make and collect Assessments and other Charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.

- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior written request.
- (d) The Association shall assume all of Developer's and/or its affiliates' responsibilities to the City and/or County, and its and/or their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City and/or County, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.
- (e) The power to contract for the management and maintenance of the Condominium Property and/or Association Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as reviewing and evaluating the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (f) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the voting interests represented at a meeting at which a quorum has been attained (including Unit 4 Owner if represented at such meeting), or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing. The foregoing restriction shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.
- (g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property.
- (h) The power to charge reasonable fee for any events by Unit Owners or others on any Common Element.
- (i) The power to acquire, convey, lease, sell and grant an encumbrance on both real and personal property. Personal property shall be acquired, conveyed, leased, sold or encumbered upon a majority vote of the Board of Directors, subject to Section 8 hereof. The Association may acquire, convey, lease, sell and grant an encumbrance on any real property (including, without limitation, any of the Units) and acquire any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure) with the

approval by the unanimous voting interests of the Condominium represented at a meeting at which a quorum has been attained. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses. Notwithstanding anything to the contrary in this Declaration, the Association shall only have the ability to convey, grant an encumbrance, lease as lessor or sell real or personal property that is Association Property.

- (j) The power to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.) approved by the Board, and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (k) All of the powers which a corporation not for profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation, the By-Laws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.
- (l) Those certain emergency powers granted pursuant to Section 718.1265, Florida Statutes.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration and the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Act.

- 11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9 hereof. The Association also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms. Notwithstanding the foregoing, nothing contained herein shall relieve the

Association of its duty of ordinary care, as established by the Act, in carrying out the powers and duties set forth herein, nor deprive Unit Owners of their right to sue the Association if it negligently or willfully causes damage to the Unit Owner's property during the performance of its duties hereunder. The limitations upon liability of the Association described in this Subsection 11.2 are subject to the provisions of Section 718.111(3), Florida Statutes

- 11.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.
- 11.4 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.
- 11.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.
- 11.6 Effect on Developer. So long as Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken by the Association (subsequent to control thereof being assumed by Unit Owners other than the Developer) without the prior written approval of the Developer:
- (a) Intentionally Deleted; or
 - (b) Any action by the Association that would be detrimental to the sales of Units by the Developer or the assignment of Limited Common Elements to another Unit Owner by the Developer for consideration; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget of estimated revenues and expenses for the Condominium and the Association, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Notwithstanding anything herein contained to the contrary, the cost for the services under a bulk rate contract for Communications Services may be allocated on a per-Unit basis rather than a percentage basis, if so determined by the Board (provided, however, that the Board shall not change the method of allocation of costs relating to bulk

Communications Services more frequently than annually. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the By-Laws.

13. **Collection of Assessments.**

- 13.1 **Liability for Assessments.** A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure shall be liable for all Assessments coming due while such owner is the Unit Owner. Additionally, a Unit Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the grantee Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.
- 13.2 **Special and Capital Improvement Assessments.** In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:
- (a) "Special Assessments" shall mean and refer to an Assessment against each Owner and his Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements, or for any other purpose where funds are not available from the regular periodic assessments.
 - (b) "Capital Improvement Assessments" shall mean and refer to an Assessment against each Owner and his or her Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any capital improvements located or to be located within the Common Elements (but not Limited Common Elements) or Association Property.

A Unit Owner shall not be responsible for Special Assessments or Capital Improvement Assessments that do not benefit the Units or Common Elements or that only benefit a Limited Common Element and any such Units Owner's share of such assessments shall be limited to its percentage of Common Expenses unless any such Special Assessment is for damage to the Common Elements resulting from acts or omissions of such Unit Owner (and only to the extent

insurance proceeds are not available to pay same and the Association was not required to carry insurance to cover such damage).

Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed five percent (5%) of the then estimated operating budget of the Association, the Board must obtain approval of a majority of the voting interests represented at a meeting at which a quorum is attained. Notwithstanding anything to the contrary, any Special Assessment resulting from an Extraordinary Financial Event may be adopted by the Board alone without requiring the vote or approval of Unit Owners and regardless of the amount provided that same is commercially reasonable.

- 13.3 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate per annum from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to a first mortgage of record, the lien is effective from and after the date of the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner and the name and address of the Association. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County. To be valid, the claim of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates, and the claim of lien must be executed and acknowledged by an authorized officer of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The lien is not effective longer than one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced. The one (1) year period is extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner or any other person claiming an interest in the Unit. The claim of lien secures (whether or not stated therein) all unpaid Assessments, that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest and all reasonable costs and reasonable attorneys' fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may accelerate and declare immediately due and payable all installments of Assessments for the remainder of the fiscal year. In the event that the amount of such installments changes during the remainder of the fiscal year, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

If a Unit Owner is delinquent for more than ninety (90) days in paying a 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 Elements, common facilities, or any other Association Property until the monetary obligation is paid. This section does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements that must be used to access the Unit, utility services provided to the Unit, parking spaces or elevators.

If the Unit is occupied by a tenant and the Unit Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay the future monetary obligations related to the Unit to the Association, and the tenant must make such payment. The demand is continuing in nature and, upon demand, the tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the Unit. The Association must mail written notice to the Unit Owner of the Association's demand that the tenant make payments to the Association. The Association shall, upon request, provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from an Association is immune from any claim from the Unit Owner. If the tenant prepaid rent to the Unit Owner before receiving the demand from the Association and provides written evidence of paying the rent to the Association within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the Association to be credited against the monetary obligations of the Unit Owner to the Association. The tenant is not liable for increases in the amount of the monetary obligations due unless the tenant was notified in writing of the increase at least 10 days before the date the rent is due. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant's landlord shall provide the tenant a credit against rents due to the Unit Owner in the amount of monies paid to the Association under this section. The Association may issue notices under Section 83.56, Florida Statutes and may sue for eviction under Sections 83.59-83.625, Florida Statutes as if the Association were a landlord under part II of Chapter 83 of the Florida Statutes if the tenant fails to pay a required payment to the Association. However, the Association is not otherwise considered a landlord under Chapter 83, Florida Statutes and specifically has no duties under Section 83.51, Florida Statutes. The tenant does not, by virtue of payment of monetary obligations to the Association, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

- 13.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover reasonable attorney's fees or costs. The notice must be given by

delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award reasonable attorney's fees and costs as permitted by law. The notice requirements of this Subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

- 13.5 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.
- 13.6 First Mortgagee. The liability of the holder of a first mortgage on a Unit (each, a "First Mortgagee"), or its successors or assigns, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due before the First Mortgagee's acquisition of title is limited to the lesser of:
- (a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
 - (b) One percent (1%) of the original mortgage debt.

As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

A First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

- 13.7 Estoppel Statement. Within fifteen (15) days after receiving a written request therefor from a purchaser, Unit Owner or mortgagee of a Unit, the Association shall provide a certificate, signed by an officer or agent of the Association, stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his or her Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of such certificate.
- 13.8 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, assessments will be collected monthly, and be due on the first day of each calendar month.

- 13.9 Application of Payments. Any payments received by the Association from a delinquent Unit Owner must be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing is applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.
14. Insurance. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:
- 14.1 Purchase, Custody and Payment.
- (a) Purchase. Except as otherwise provided herein or required by the Act, all insurance policies described herein covering portions of the Common Elements (but not Limited Common Elements) and Association Property shall be purchased by the Association and shall be issued either by an insurance company authorized to do business in Florida, or by a surplus lines carrier, reasonably acceptable to the Board, offering policies for Florida properties.
 - (b) Approval. Each insurance policy, the agency and company issuing the policy and the chosen national or state bank with trust powers doing business in the County ("Insurance Trustee") (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance, if requested thereby.
 - (c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional named insureds.
 - (d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association or to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Association or the Insurance Trustee (if appointed).
 - (e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
 - (f) Property, Liability and Flood. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their property, liability, flood and windstorm insurance. To the extent that a Unit Owner or other occupant of a Unit desires coverage for such excluded items, it shall be the sole responsibility of the Unit Owner and/or occupant to obtain.

14.2 Coverage. The Association shall use its best efforts to obtain and maintain insurance covering the following:

- (a) Property. The Insured Property (as hereinafter defined) shall be insured in an amount not less than the replacement cost thereof as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months. The policy shall provide primary coverage for the following (the "Insured Property"): (i) all portions of the Common Elements (but not Limited Common Elements) and Association Property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications, and (ii) all alterations or additions made to the Common Elements (but not Limited Common Elements) or Association Property pursuant to Section 718.113(2), Florida Statutes. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, all personal property and improvements within any Unit or all personal property within Limited Common Elements. Such property and any insurance thereupon is the responsibility of the Unit Owner. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. When available at reasonable premiums (in the determination of the Board), extended coverages may also be obtained, including, without limitation, coverages against loss or damage by fire and other hazards covered by an "all-risks" endorsement or policy, and such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, subject to this Declaration, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with an amount of not less than \$1,000,000.00 per occurrence, with a \$3,000,000.00 general aggregate limit and \$500,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for members of Board of Directors and officers and for the benefit of the Association's employees, in such amounts and under such terms and conditions as the Association deems appropriate in its sole and absolute discretion.
- (c) Worker's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance covering the Common Elements (but not Limited Common Elements) and Association Property, but only if required by the Primary Institutional First Mortgagee, or if the Board so elects.
- (e) Errors and Omissions. The Association shall obtain and maintain adequate liability, errors and omission coverage on behalf of each of the officers and members of the Board of Directors of the Association.

- (f) Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.
- (g) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (h) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable (at a reasonable cost in the determination of the Board), each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

- 14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of property insurance or any renewal thereof, but in no event later than every thirty-six (36) months, the Board of Directors shall obtain an independent insurance appraisal from a fire insurance company, or other competent appraiser, of the replacement cost of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for any management company employee may be paid by such company pursuant to its contract with the Association. Such policies may contain reasonable deductible provisions which shall be consistent with industry standards and prevailing practice for projects of similar size and age, and having similar construction and facilities in the locale where the Condominium Property is situated. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained. The Board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the Board. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes

and agrees that funds to cover the deductible must be provided from the general operating funds of the Association before the Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible.

- 14.5 Share of Proceeds. The Association is hereby irrevocably appointed as an agent and attorney-in-fact for each and every Unit Owner, for each First Mortgagee and/or each owner of any other interest in the Condominium Property to adjust and settle any and all claims arising under any insurance policy purchased by the Association and to execute and deliver releases upon the payment of claims, if any. Nothing herein shall preclude the Board from designating an Insurance Trustee to assume the obligations of the Association for disbursement of insurance proceeds. The decision to engage or appoint an Insurance Trustee, or not to do so, lies solely with the Board. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares:
- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in Subsection 14.5(b) below.
 - (b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
 - (c) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- 14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
- (a) Expenses of the Trustee. All expenses of the Insurance Trustee (if any) shall be first paid or provision shall be made therefor.

- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them, only to the extent required by the loan documents between the Unit Owner and its mortgagee.
 - (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Subsection 14.5 above, and distributed first to all First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners, only to the extent required by the loan documents between the Unit Owner and its mortgagee.
- 14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 14.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within the Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, to the extent required under the Act, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.
- 14.9 Benefit of Mortgagees. Certain provisions in this Section 14 are for the benefit of mortgagees of Units and may be enforced by such mortgagees.
- 14.10 Appointment of Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Association pursuant to Subsection 14.5 above, will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.
- 14.11 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

15. **Reconstruction or Repair After Fire or Other Casualty.**

- 15.1 **Determination to Reconstruct or Repair.** Subject to the immediately following paragraphs, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Association and/or Insurance Trustee (if appointed), as applicable, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of the Owner's share of such fund all mortgages and liens on his or her Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Association holds, or the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Association determines that, or the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

- 15.2 **Responsibility for Repair.** Any portion of the Condominium Property that must be insured by the Association against property loss which is damaged shall be reconstructed, repaired, or replaced as necessary by the Association as a Common Expense. All property insurance deductibles, uninsured losses, and other damages in excess of property insurance coverage under the property insurance policies maintained by the Association are a Common Expense of the Condominium, except that:
- (a) A Unit Owner is responsible for the costs of repair or replacement of any portion of the Condominium Property not paid by insurance proceeds if such damage is caused by

intentional conduct, negligence, or failure to comply with the terms of the Declaration or the rules and regulations of the Association by a Unit Owner, the members of his or her family, Unit occupants, tenants, guests, customers, or invitees, without compromise of the subrogation rights of the insurer.

- (b) The provisions of subparagraph 15.2(a) also apply to the costs of repair or replacement of personal property of other Unit Owners or the Association, as well as other property, whether real or personal, which the Unit Owners are required to insure.
- (c) To the extent the cost of repair or reconstruction for which the Unit Owner is responsible under this Section is reimbursed to the Association by insurance proceeds, and the Association has collected the cost of such repair or reconstruction from the Unit Owner, the Association shall reimburse the Unit Owner without the waiver of any rights of subrogation.
- (d) The Association is not obligated to pay for reconstruction or repairs of property losses as a Common Expense if the property losses were known or should have been known to a Unit Owner and were not reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely filed.
- (e) A Unit Owner may undertake reconstruction work on portions of its Unit with the prior written consent of the Board, which shall not be unreasonably withheld, conditioned or delayed, however, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A Unit Owner must obtain all required governmental permits and approvals before commencing reconstruction. Unit owners are responsible for the cost of reconstruction of any portions of the Condominium Property for which the Unit Owner is required to carry property insurance, and any such reconstruction work undertaken by the Association is chargeable to the unit owner and enforceable as an Assessment.

15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

- (a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

- (i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$500,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request by a First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
- (ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$500,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Subsection 15.3(a)(i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.
- (iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to all Unit Owners based on each Unit Owner's respective share in the Common Elements. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his or her portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.
- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

15.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on

account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, the Association shall charge the Owner (but shall not levy an Assessment) in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

- 15.5 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. Condemnation.

- 16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a Charge shall be made against a defaulting Unit Owner in the amount of his or her award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.
- 16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.
- 16.4 Unit Reduced but Usable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be usable for the intended purposes of the applicable Unit Owner (in the reasonable opinion of the applicable Unit Owner affected and the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:
- (a) Restoration of Unit. The Unit shall be made usable for the intended commercial purposes of the applicable Unit Owner. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and paid by the Owner of the Unit.

- (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees, to the extent required by the loan documents between the Owner and its mortgagee.
- (c) Adjustment of Shares in Common Elements. If the size of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced as reasonably determined by the Association.

16.5 Unit Made Unusable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be used for the intended purposes of the applicable Unit Owner (in the reasonable opinion of the applicable Unit Owner affected and the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Payment of Award. The awards shall be paid first to the applicable First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments for such affected Units; third, jointly to the affected Unit Owners and other mortgagees of their Units, to the extent required by the loan documents between the Unit Owner and its other mortgagees. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units) as reasonably determined by the Association.
- (d) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

- (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking. Notwithstanding the foregoing, nothing contained herein shall limit or abridge the remedies of Unit Owners provided in Sections 718.303 and 718.506, Florida Statutes.
- 16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit, to the extent required by the loan documents between the Unit Owner and its mortgagee.
- 16.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all members of the Board of Directors of the Association.
17. Use Restrictions And Obligations. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions and the Association shall be permitted to promulgate any reasonable rules and regulations pertaining to the Condominium Property and Units and businesses operated therein:
- 17.1 Use and Occupancy. Each Unit shall be used, operated and maintained in accordance with, and only to the extent permitted by, applicable City, County, State and Federal codes, ordinances and regulations. A Unit may be used for any lawful purpose (provided in compliance with this Declaration, including this Section 17), including but not limited to receiving clients, customers, patrons, and/or guests who are not members of the Association, and nothing in this Declaration shall preclude multiple uses from being made from any Unit. Notwithstanding the foregoing, under no circumstances may any Unit be used in whole or in part as (i) a sales office or showroom for automobiles or for the sale of any accessories or merchandise related to automobiles; (ii) a religious facility, meeting hall (other than in connection with a hotel), school, vocational place of

instruction or any other operation catering primarily to students or trainees rather than to retail customers (including, without limitation, trade school, training school and beauty school) or other place of assembly; (iii) a "package" liquor store or an establishment serving alcoholic beverages for on premises consumption (other than in connection with a restaurant, distillery, marina or hotel); (iv) a funeral parlor or other death-industry related business or any medical-industry related facility; (v) a massage parlor or "strip" club or establishment featuring nude or semi-nude live entertainment (notwithstanding the foregoing, in no event shall massages being offered by a spa in connection with a hotel be deemed a massage parlor); (vi) a discotheque, dance studio or dance hall (other than in connection with a hotel, live musical events on the Condominium Property or bars or restaurants which play live or recorded music but are not predominately a "club" or "disco"); (vii) a bingo hall, gambling casino or establishment (other than in connection with a hotel); (viii) intentionally deleted; (ix) a skating rink; (x) a car wash or gas station; (xi) an offtrack betting establishment; (xii) an adult book or adult video store or peep show (live or otherwise) or store selling or exhibiting pornographic materials or exhibiting or offering x rated, not rated and/or "adult only" inventory for display, sale or rental (which includes, without limitation, nude photos, sexual devices, magazines, videos (or other electronic medium) or objects depicting genitalia), or any other operation restricted by law to adults only.; (xiii) a video store, an amusement or game room, including those containing electrical or mechanical games, pool hall or billiard parlor (other than in connection with a restaurant, distillery, marina or hotel) ; (xiv) a so-called "flea market", "second hand" "used goods" or "surplus" store or pawn shop; (xv) a gun range or gun shop or other establishment selling fire arms or ammunition; (xvi) industrial space or repair facility other than in connection with marina or boating uses; (xvii) driver's license facility, governmental facility, hospital or clinic; (xviii) junkyard or stockyard; (xix) fire sale (fictional), bankruptcy sale (except pursuant to court order) or auction house operation; (xx) a coin operated laundry, central laundry or an on-site dry cleaning plant or facility (other than in connection with a restaurant, marina or hotel); (xxi) veterinary hospital; (xxii) permanent carnival, amusement park or circus, (xxiii) intentionally deleted; (xxiv) store selling drug or "head shop" paraphernalia (as opposed to a typical drug store such as a CVS or Walgreens); (xxv) warehouse or storage facility ("mini" "self" or otherwise); (xxviii) industrial or manufacturing facility; (xxvi) fireworks store; (xxvii) any parking intensive use (other than a restaurant, distillery, marina or hotel); (xxviii) any business or use which emits offensive odors, fumes, dust or vapors, is a public or private nuisance, emits loud noise or sounds which are objectionable, creates fire, explosive or other hazard, or creates risk of environmental damage; (xxix) a call center telemarketing office, or business which operates separate shifts of employees; or (xxx) a use which, in Developer's or Association's judgment would violate any term, covenant, condition or agreement involving the Units, including, without limitation, exclusive use provisions or provisions agreed to by Developer or Association or its predecessors with other Unit Owners prohibiting certain uses. Notwithstanding this Section 17.1, in no event shall any restriction be placed upon Unit 4 which would restrict the development and construction of a 100 room hotel and a 192 seat restaurant and tiki bar on Unit 4.

- 17.2 Animals. Any animals may only be allowed in or on Units in accordance with applicable governmental requirements and if so allowed, such animals may only be permitted provided that they do not become a nuisance or an annoyance and provided that they are not kept, bred or maintained for any commercial purposes. All pets shall be leashed when on Condominium Property. All Owners are required to curb (pick-up after) their animals. Notwithstanding the foregoing, there shall be no dangerous breed of animal allowed on any Unit.

- 17.3 Alterations. Without limiting Subsection 9.1 hereof, but subject to Section 11 hereof, no Unit Owner shall cause or allow improvements or physical or structural changes to any Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, without obtaining the prior written consent of the Association (in the manner specified in Subsection 9.1 hereof). Notwithstanding the provisions of Subsection 9.1 above, any Unit Owner may display on its Unit one removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Any improvements and/or alterations made by any Unit Owner, must however comply with all applicable governmental codes, ordinances and/or regulations.
- 17.4 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 17.5 Governmental Regulations. It shall be the responsibility of each Owner to comply with any requirements of all governmental and/or quasi-governmental agencies, including but not limited to, the City, County, State of Florida, SFWMD, FDEP and DEO, prior to, and during the construction of improvements on their Unit, as well as in regards to the Owner's business operated on the Unit.
- 17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on any Unit, the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its Unit Owners, residents, occupants or members. No activity specifically permitted by this Declaration, shall be deemed a nuisance, regardless of any noises and/or odors emanating therefrom (except, however, to the extent that such odors and/or noises exceed limits permitted by applicable law). **EACH UNIT OWNER, BY ACCEPTANCE OF A DEED OR OTHERWISE ACQUIRING TITLE TO A UNIT SHALL BE DEEMED TO UNDERSTAND AND AGREE THAT IF (WITHOUT CREATING ANY OBLIGATION) RESTAURANTS, CAFES, BARS, BAKERIES AND/OR OTHER FOOD SERVICE OPERATIONS OR MARINAS ARE OPERATED FROM ANY OF THE UNITS, SUCH OPERATIONS MAY RESULT IN THE CREATION OF NOISES AND ODORS WHICH MAY AFFECT ALL PORTIONS OF THE CONDOMINIUM PROPERTY. ACCORDINGLY, EACH OWNER AGREES (1) THAT SUCH NOISES AND/OR ODORS SHALL NOT BE DEEMED A NUISANCE HEREUNDER, (2) THAT NEITHER THE DEVELOPER, ANY UNIT OWNER, NOR ANY TENANT AND/OR OPERATOR FROM ANY UNIT SHALL BE LIABLE FOR THE EMANATION OF SUCH NOISES, ODORS AND/OR ANY DAMAGES RESULTING THEREFROM, AND (3) TO HAVE RELEASED DEVELOPER, ANY UNIT OWNER, AND ANY TENANT AND/OR OPERATOR OF ANY UNIT FROM ANY AND ALL LIABILITY RESULTING FROM SAME.** Similarly, inasmuch as a Unit may attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon the Common Elements shall not be deemed a nuisance hereunder. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive as to whether such use constitutes or would constitute a nuisance.

17.7 No Improper Uses. No improper, immoral, offensive, hazardous or unlawful use shall be made of any Unit, the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Subsection 17.7.

17.8 Leases. For this Section 17.8, the terms "leasing" and "lease" shall not include any agreements with hotel guests or such other short term transient occupancies. To the extent that any Unit operates a hotel on its Unit pursuant to applicable approvals from governmental authorities, such hotel shall not be subject to any of the leasing provisions set forth in this Section 17.8. Leasing of real property within a Unit shall not be subject to the prior written approval of the Association, but each lease shall be in writing and shall specifically provide that the Association shall have the right to terminate the lease upon material default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. While the leasing of real property within Units shall not be subject to the prior approval of the Association, the Owner shall have no right to lease a portion of his or her Unit if, at the commencement of the lease, the Owner is delinquent in the payment of Assessments to the Association or has an outstanding fine. All leasing shall be done in compliance with all applicable governmental requirements.

Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that (a) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same), and (b) the Association shall have the right to terminate the lease upon material default by the tenant in observing any of the provisions of this Declaration (and all Exhibits hereto), the Articles of Incorporation or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium Property or administered by the Association. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and Special Assessments may be levied against the Unit therefor. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease.

17.9 No Further Subdividing. No Unit shall be subdivided without the consent of two thirds of all voting interests in the Condominium, provided that during the time that the Developer has the right to elect a majority of the Board of Directors of the Association, such consent may be given by the Developer alone, without requiring the consent of any other party.

Notwithstanding the foregoing, the Owner of Unit 4 may create a secondary condominium upon Unit 4 (provided that Unit 4 shall not be entitled to obtain any more Development Rights or use any Development Rights not previously allocated to Unit 4) upon the approval of the majority of the Board of Directors.

- 17.10 Signs. Any signage to be placed on a Unit may only be installed with the consent of the Board.
- 17.11 Maintenance of Units. Each Owner shall maintain its Unit and all other improvements on its Unit in good appearance and safe conditions, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any improvement on a Unit shall be made in a timely manner. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any Unit, and no refuse pile or unsightly object(s) shall be allowed to be placed or remain anywhere thereon. All Owners shall maintain all landscaping at all times. Owners shall maintain to the edge of the adjoining Common Areas or Unit. In the event an Owner(s) fails to maintain its Unit and landscaping as herein described, then the Association shall have the right, but not the obligation, to enter upon said Unit and maintain the Unit and landscaping in accordance with this Section 17.11 and charge the Owner(s) in an amount equal to one hundred and twenty percent (120%) of the cost incurred by the Association for such services. Every such entry on the part of the Association or its employees or agents shall be deemed to be a lawful entry and not a trespass.
- 17.12 Recorded Agreements. The use of the Units, the Condominium Property and the Association Property shall at all times comply with all restrictions, covenants, conditions, limitations, agreements, reservations and easements now or hereafter recorded in the public records of the County.
- 17.13 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown, as determined by the Association in its sole discretion.
- 17.14 Future Development. All Unit Owners shall execute, acknowledge or verify, and deliver any and all documents which may from time to time be necessary, in Developer's sole discretion, for Developer to develop the Developer owned Units, including but not limited to development agreements, conditional use approvals, comprehensive plans, land development regulations, zoning and development applications and/or approvals, and/or amendments thereto. Solely for the development and initial construction of the hotel and restaurant with related facilities on Unit 4, Developer shall execute, acknowledge or verify, and deliver any and all documents which are required for such initial Unit 4 development and construction.
18. Compliance and Default. The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner is governed by and must comply with the terms of this Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

- 18.1 Mandatory Nonbinding Mediation of Disputes. Prior to the institution of court litigation, the parties to a Dispute agree that such Dispute must be submitted for non-binding mediation before a third-party neutral arbitrator to be jointly selected by the parties to the Dispute.
- 18.2 Negligence and Compliance. A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by the Owner's negligence or by that of any member of the Owner's family or the Owner's guests, employees, agents, invitees or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in equity to require performance and/or compliance, to impose any applicable fines (in accordance with and as and to the extent permitted by, the provisions of Subsection 18.3 below), to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including reasonable appellate attorneys' fees). A Unit Owner prevailing in an action with the Association, in addition to recovering his or her reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.
- 18.3 Fines. In addition to any and all other remedies available to the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or the By-Laws or Rules and Regulations of the Association, provided the following procedures are adhered to:
- (a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the Declaration, By-Laws or rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.
- (b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners (as appointed by and the size of such committee to be determined by the Board in its sole discretion), who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to

the Owner or occupant by not later than twenty-one (21) days after the meeting. If the committee does not agree with the fine, the fine may not be levied.

- (c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. At the time of the recordation of this Declaration, the Act provides that no fine may exceed \$100.00 per violation, or \$1,000.00 in the aggregate.
- (d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- (e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- (g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.
- (h) Proviso. Notwithstanding the foregoing, the notice and hearing requirements of this subsection do not apply to the imposition of fines against a Unit Owner or a Unit's occupant, licensee, or invitee because of failing to pay any amounts due the Association. If such a fine is imposed, the Association must levy the fine or impose a reasonable suspension at a properly noticed Board meeting, and after the imposition of such fine or suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

- 18.4 Suspension. If a Unit Owner is delinquent for more than 90 days in paying a 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 Elements, common facilities, or any other Association Property until the monetary obligation is paid. This subsection does not apply to Limited Common Elements intended to be used only by that Unit, Common Elements that must be used to access the Unit, utility services provided to the Unit, parking spaces, or elevators. A suspension may not be imposed unless the Association first provides at least 14 days' written notice and an opportunity for a hearing to the Unit Owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other Unit Owners (as appointed by and the size of such committee to be determined by the Board in its sole discretion). If the committee does not agree with the suspension, the suspension may not be imposed. If such a suspension is imposed, the Association must impose a reasonable suspension at a properly noticed Board meeting, and after the imposition of such suspension, the Association must notify the Unit Owner and, if applicable, the Unit's occupant, licensee, or invitee by mail or hand delivery.

The Association may also suspend the voting rights of a Unit Owner due to nonpayment of any monetary obligation due to the Association which is more than 90 days delinquent. The suspension ends upon full payment of all obligations currently due or overdue the Association

19. **Termination of Condominium.** The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (b) terminated pursuant to a Plan of Termination (as defined in the Act) approved by at least eighty percent (80%) of the total voting interests of the Condominium and by the First Mortgagees of Units to which at least sixty-seven percent (67%) of the voting interests of Units subject to mortgages held by First Mortgagees are appurtenant, provided that not more than 10 percent of the total voting interests of the Condominium have not rejected the Plan of Termination by negative vote or by providing written objections thereto. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements or as otherwise provided in the Plan of Termination, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of the Owner's share of such net proceeds all mortgages and liens on the Owner's Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of the County. This Section may not be amended without the consent of the Developer as long as it owns any Unit. The rights under this Section shall exist so long as the Developer holds a Unit for sale in the ordinary course of business.
20. **Additional Rights of Mortgagees and Others.**
- 20.1 **Availability of Association Documents.** The Association shall have current and updated copies of the following available for inspection by First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.
- 20.2 **Amendments.** Subject to the other provisions of this Declaration and except as provided elsewhere to the contrary, an amendment directly affecting any of the following shall require the approval of a Majority of First Mortgagees: (a) a Material Amendment; and (b) any provision that expressly benefits mortgage holders, insurers or guarantors as a class. In accordance with Section 718.110(11), Florida Statutes, any consent required of a mortgagee may not be unreasonably withheld.
- 20.3 **Notices.** Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing from the Association, the right to timely written notice of:
- (a) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;
 - (b) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;

- (c) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) any proposed action which requires the consent of a specified number of mortgage holders.

20.4 **Additional Rights.** First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.

21. **Covenant Running With the Land.** All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles, By-Laws and applicable rules and regulations, all as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, all as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.
22. **Disclaimer of Warranties.** Except only for those warranties provided in Section 718.203, Florida Statutes (and then only to the extent applicable and not yet expired), to the maximum extent lawful Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute (other than those imposed by Section 718.203, Florida Statutes, and then only to the extent applicable and not yet expired) and all other express and implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting a deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Condominium. The Unit Owner has not received nor relied on any warranties and/or representations from Developer of any kind, other than as expressly provided herein.

As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a tenant thereof.

Further, given the climate and humid conditions in South Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Developer and the Developer's third party consultants, including without limitation, the Developer's architect, from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury). Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that neither Developer nor any of Developer's third party consultants, including without limitation, Developer's architect, shall be responsible, and the Developer hereby disclaims any responsibility for any illness or allergic reactions, personal injury or death which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and to any pets of persons aforementioned in this sentence, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination.

Each Owner understands and agrees that for some time in the future, it, and its guests, tenants and invitees may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and as a result Owner and its guests, tenants and invitees may be impeded in using portions of the Condominium Property by that activity. Because the Condominium is located in a developing area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. Therefore, each Owner, for itself, its successors and assigns, agrees to release Developer, its partners and its and their officers, members, directors and employees and every affiliate and person related or affiliated in any way with any of them ("Developer's Affiliates") from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Developer or Developer's Affiliates related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter. Additionally, inasmuch as the Units may attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon the Common Elements, and in or around the Condominium Property, shall not be deemed a nuisance.

Lastly, each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the

Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing. Without limiting the generality of this Section 22, Developer does not make any representation or warranty as to the actual size or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty.

23. **Additional Provisions.**

- 23.1 **Notices.** All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by either hand delivery, recognized overnight courier service or certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by either hand delivery, recognized overnight courier service or first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by either hand delivery, recognized overnight courier service or first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.
- 23.2 **Interpretation.** Except where otherwise provided herein, the Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable.
- 23.3 **Mortgagees.** Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 23.4 **Exhibits.** There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 23.5 **Signature of President and Secretary.** Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 23.6 **Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

- 23.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, Subsection, sentence, paragraph, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 23.8 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
- 23.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his or her occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 23.10 Execution of Documents. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended. The provisions of this Subsection may not be amended without the consent of the Developer.
- 23.11 Gender, Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 23.12 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.
- 23.13 Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, By-laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:
- (a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

- (b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, County and/or any other jurisdiction or the prevention of tortious activities; and
- (c) the provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of such Owner's acceptance of title to a Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed hereby. Notwithstanding the foregoing, nothing contained herein shall relieve the Association of its duty of ordinary care, as established by the Act, in carrying out the powers and duties set forth herein. As used herein, "Association" shall include within its meaning all members of the Association's Board of Directors, and all of the Association's officers, committee members, employees, agents, contractors (including management companies), subcontractors, successors, nominees and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 4th day of February, 2016.

Witnessed by:

STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

[Signature]
Name: _____

By: [Signature]
Donald Foss, President

[Signature]
Name: Nicole Harms

STATE OF Michigan)
COUNTY OF Oakland) SS:

The foregoing joinder was acknowledged before me this 4th day of February, 2016, by Donald Foss, as President of **STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of said corporation. He is personally known to me or has produced driver's license as identification.

SUZANNE C PAZUR
Notary Public, Oakland County, MI
Acting in Oakland County, Michigan
My Commission Expires on 08/28/2019

[Signature]
Name: Suzanne C. Pazur
Notary Public, State of Michigan
Commission No.: n/a

My Commission Expires:

(Notarial Seal)

8/28/2019

EXHIBIT "1"

A parcel of land lying in Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCING at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 739.82 feet; thence S 84°02'07" E, 191.50 feet; thence N 05°56'58" E, 10.00 feet to the southerly line of an Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida and the POINT OF BEGINNING; thence along said southerly easement line for the following two (2) courses and distances: (1) thence S 84°02'07" E, 393.50 feet; (2) thence S 05°57'53" W, 10.00 feet; thence S 06°00'38" W, 217.17 feet; thence S 85°29'39" E, 125.00 feet; thence S 06°01'16" W, 20.01 feet; thence S 85°29'39" E, 310.00 feet; thence S 85°29'39" E, 209.55 feet; thence S 05°47'25" E, 392.29 feet; thence N 81°44'33" E, 132.23 feet; thence S 08°15'27" E, 959.38 feet; thence N 84°02'07" W, 393.85 feet to a point on a Mean High Water Line; thence along said Mean High Water Line for the following twenty-seven (27) courses and distances: (1) thence N 08°33'02" E, 25.26 feet; (2) thence N 01°03'10" W, 36.70 feet; (3) thence N 16°11'45" W, 18.64 feet; (4) thence N 01°20'32" W, 27.71 feet; (5) thence N 05°48'23" E, 27.11 feet; (6) thence N 07°24'12" W, 86.16 feet; (7) thence N 11°54'19" E, 34.64 feet; (8) thence N 09°22'05" W, 27.51 feet; (9) thence N 57°40'41" W, 4.94 feet; (10) thence N 84°56'08" W, 14.50 feet; (11) thence N 61°03'44" W, 14.78 feet; (12) thence S 85°47'17" W, 117.62 feet; (13) thence S 83°15'58" W, 26.59 feet; (14) thence N 85°01'19" W, 21.47 feet; (15) thence S 80°37'17" W, 8.06 feet; (16) thence N 75°44'52" W, 11.67 feet; (17) thence S 86°09'28" W, 82.77 feet; (18) thence S 89°59'29" W, 40.54 feet; (19) thence N 64°26'30" W, 6.15 feet; (20) thence S 88°41'05" W, 60.16 feet; (21) thence S 79°29'50" W, 36.47 feet; (22) thence N 88°07'58" W, 57.82 feet; (23) thence N 86°26'25" W, 91.35 feet; (24) thence S 88°24'02" W, 97.85 feet; (25) thence S 81°39'19" W, 76.27 feet; (26) thence S 86°43'16" W, 75.93 feet; (27) thence S 81°33'16" W, 23.73 feet; thence leaving said Mean High Water Line S 07°52'54" W, 138.68 feet to the northerly right-of-way line of Shrimp Road as described in Quit-Claim Deed, recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida; thence along the northerly and easterly right-of-way line of way of said Shrimp Road for the following three (3) courses and distances: (1) thence N 84°02'07" W, 288.11 feet to a point of curvature of a curve concave to the northeast, having a radius of 75.00 feet and a central angle of 88°03'57"; (2) thence northwesterly along the arc of said curve, a distance of 115.28 feet, (3) thence N 04°01'50" E, 555.62 feet to a point on the west line of lands described in Trustees of the Internal Improvement Trust Fund of the State of Florida Deed No. 20083, as recorded in Official Records Book G-65, Page 82, of said Public Records of Monroe County, Florida; thence N 05°57'53" E along said west line, 673.02 feet; thence S 84°02'07" E, 191.55 feet; thence N 05°56'58" E, 183.64 feet to the southerly line of an Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida and the POINT OF BEGINNING.

Said lands containing 1,764,593 square feet (40.510 acres), more or less.

Doc# 2063312
Bk# 2781 P# 1364

EXHIBIT "2"

LAND DESCRIPTION:

A parcel of land lying in Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCING at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 739.82 feet; thence S 84°02'07" E, 191.50 feet; thence N 05°56'58" E, 10.00 feet to the southerly line of an Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida and the POINT OF BEGINNING; thence along said southerly easement line for the following two (2) courses and distances: (1) thence S 84°02'07" E, 393.50 feet; (2) thence S 05°57'53" W, 10.00 feet; thence S 06°00'38" W, 217.17 feet; thence S 85°29'39" E, 125.00 feet; thence S 06°01'16" W, 20.01 feet; thence S 85°29'39" E, 310.00 feet; thence S 85°29'39" E, 209.55 feet; thence S 05°47'25" E, 392.29 feet; thence N 81°44'33" E, 132.23 feet; thence S 08°15'27" E, 959.38 feet; thence N 84°02'07" W, 393.85 feet to a point on a Mean High Water Line; thence along said Mean High Water Line for the following twenty-seven (27) courses and distances: (1) thence N 08°33'02" E, 25.26 feet; (2) thence N 01°03'10" W, 36.70 feet; (3) thence N 16°11'45" W, 18.64 feet; (4) thence N 01°20'32" W, 27.71 feet; (5) thence N 05°48'23" E, 27.11 feet; (6) thence N 07°24'12" W, 86.16 feet; (7) thence N 11°54'19" E, 34.64 feet; (8) thence N 09°22'05" W, 27.51 feet; (9) thence N 57°40'41" W, 4.94 feet; (10) thence N 84°56'08" W, 14.50 feet; (11) thence N 61°03'44" W, 14.78 feet; (12) thence S 85°47'17" W, 117.62 feet; (13) thence S 83°15'58" W, 26.59 feet; (14) thence N 85°01'19" W, 21.47 feet; (15) thence S 80°37'17" W, 8.06 feet; (16) thence N 75°44'52" W, 11.67 feet; (17) thence S 86°09'28" W, 82.77 feet; (18) thence S 89°59'29" W, 40.54 feet; (19) thence N 64°26'30" W, 6.15 feet; (20) thence S 88°41'05" W, 60.16 feet; (21) thence S 79°29'50" W, 36.47 feet; (22) thence N 88°07'58" W, 57.82 feet; (23) thence N 86°26'25" W, 91.35 feet; (24) thence S 88°24'02" W, 97.85 feet; (25) thence S 81°39'19" W, 76.27 feet; (26) thence S 86°43'16" W, 75.93 feet; (27) thence S 81°33'16" W, 23.73 feet; thence leaving said Mean High Water Line S 07°52'54" W, 138.68 feet to the northerly right-of-way line of Shrimp Road as described in Quit-Claim Deed, recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida; thence along the northerly and easterly right-of-way line of way of said Shrimp Road for the following three (3) courses and distances: (1) thence N 84°02'07" W, 288.11 feet to a point of curvature of a curve concave to the northeast, having a radius of 75.00 feet and a central angle of 88°03'57"; (2) thence northwesterly along the arc of said curve, a distance of 115.28 feet; (3) thence N 04°01'50" E, 555.62 feet to a point on the west line of lands described in Trustees of the Internal Improvement Trust Fund of the State of Florida Deed No. 20083, as recorded in Official Records Book G-65, Page 82, of said Public Records of Monroe County, Florida; thence N 05°57'53" E along said west line, 673.02 feet; thence S 84°02'07" E, 191.55 feet; thence N 05°56'58" E, 183.64 feet to the southerly line of an Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida and the POINT OF BEGINNING.

Said lands containing 1,764,593 square feet (40.510 acres), more or less.

| | | | | | | | |
|---|-----------------|--|--|---|--|-------------------------|--|
| REVISIONS | | AVIROM & ASSOCIATES, INC. | | STOCK ISLAND MARINA VILLAGE | | JOB #: 9681-2 | |
| REVISED PER COMMENTS | 7/30/15 S.A.M. | SURVEYING & MAPPING | | A CONDOMINIUM | | SCALE: AS SHOWN | |
| REVISED AGEAGE TAB | 8/17/15 S.A.M. | 50 S.W. 2ND AVENUE, SUITE 102 | | SURVEY, PLOT PLAN | | DATE: 04/18/2015 | |
| REVISED DESCRIPTIONS | 12/10/15 S.A.M. | BOCA RATON, FLORIDA 33432 | | GRAPHIC DEPICTION OF IMPROVEMENTS | | BY: S.A.M. | |
| VARIOUS REVISIONS | 12/22/15 S.A.M. | TEL. (561) 382-2594 FAX (561) 394-7125 | | 7009 SHRIMP ROAD | | CHECKED: K.M.C. | |
| REVISE 1/E REFERENCE | 1/08/16 S.A.M. | WWW.AVIROM-SURVEY.COM | | SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST | | F.B. - PG. - | |
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SURVEYOR'S REPORT:

Doc# 2063312
Bk# 2781 P# 1367

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. No underground improvements were located.
5. Bearings and coordinates shown hereon are relative to the North American Datum of 1983, Florida State Plane Coordinate System, East Zone with the easterly right-way line of Shrimp Road having a bearing of N 05°57'30" E.
6. Bearings were established by a Real-time Kinematic (RTK) GPS Control Survey which is certified to a 2 centimeter local accuracy, relative to the nearest control point within the National Geodetic Survey (NGS) Geodetic Control Network.
 - a.) Method: Wide Area Virtual GPS Reference Station Network.
 - b.) Equipment Used: Trimble R8-GNSS Receiver with TSC2 Survey Controller, Serial Numbers: 4625117640 & 4626117777
 - c.) Processing Software: Trimble Geomatics Office, Version 1.63.
 - d.) Ties were made to National Geodetic Control Point "FLGPS MALLOW AZ MK" (P.I.D. AA1648).
7. Elevations shown hereon are in feet and based on the National Geodetic Vertical Datum of 1929 (NGVD 1929).
8. Benchmark Description: National Geodetic Survey (NGS) Benchmark "872 4527 TIDAL F" (P.I.D. AA1629), Elevation= 10.05 feet (NGVD 29), North American Vertical Datum of 1988 (NAVD 88) Elevation= 8.71 feet. To convert elevations from NGVD 29 to NAVD 88, add algebraically (-) 1.34 feet to the elevation.
9. Symbols shown hereon and in the legend may have been enlarged for clarity. These symbols have been plotted at the center of the field location and may not represent the actual shape or size of the feature.
10. Units of measurement are in U.S. Survey Feet and decimal parts thereof. Well identified features in this survey were field measured to a horizontal positional accuracy of 0.10'. The elevations on impervious surfaces were field measured to 0.03' and on ground surfaces to 0.1'.
11. Address: 7009 Shrimp Road, Key West, Florida 33040.
12. Abbreviation Legend: A = Arc Length; A/C = Air conditioner; BLDG. = Building; C = Calculated; Δ = Central Angle; ∅ = Centerline; C.L.F. = Chain link Fence; CONC. = Concrete; CONN. = Connection; D = Per Deed; E = Easting; EL. = Elevation; ELEC. = Electric; F.B. = Field Book; FD. = Found; F.F. = Finished Floor; ID. = Identification; I.P. = Iron Pipe; I.R. = Iron Rod; LAT. = Latitude; L.B. = Licensed Business; LONG. = Longitude; M.H.W.L. = Mean High Water Line; M.C.R. = Monroe County Records; Ms = Measured; N = Nothing; NAD = North American Datum; NAVD = North American Vertical Datum; NGVD = National Geodetic Vertical Datum; NGS = National Geodetic Survey; O.R.B. = Official Records Book; O/S = Offset; OW = Overhead Wires; P = Per Record Plat; P.B. = Plat Book; PG. = Page; P.I.D. = Point Identifier; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; R = Radius; R/W = Right-of-Way; S.F. = Square Footage; T.I.I.T.F. = Trustees of the Internal Improvement Trust Fund; TYP. = Typical; Tx = Transformer; UNK. = Unknown; W/ = With; W/CAP = With Surveyors Cap.

REVISIONS

| REVISIONS PER COMMENTS | 7/30/15 S.A.M. |
|------------------------|-----------------|
| REVISED DESCRIPTIONS | 12/10/15 S.A.M. |
| VARIOUS REVISIONS | 12/22/15 S.A.M. |



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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM

SURVEY, PLOT PLAN

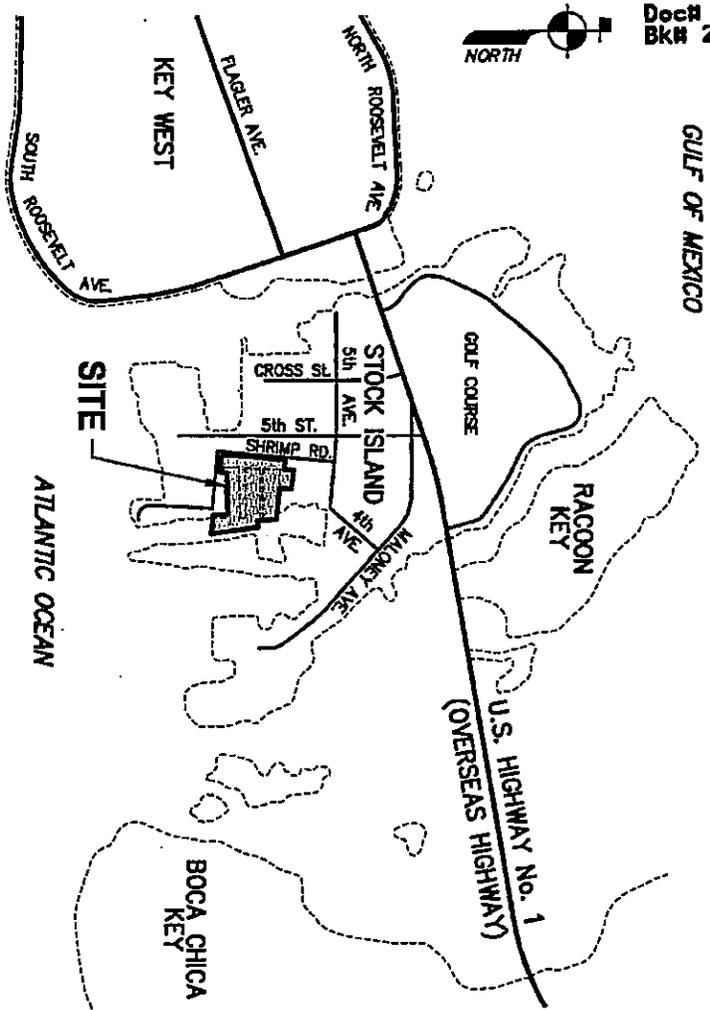
GRAPHIC DEPICTION OF IMPROVEMENTS

7009 SHRIMP ROAD

SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

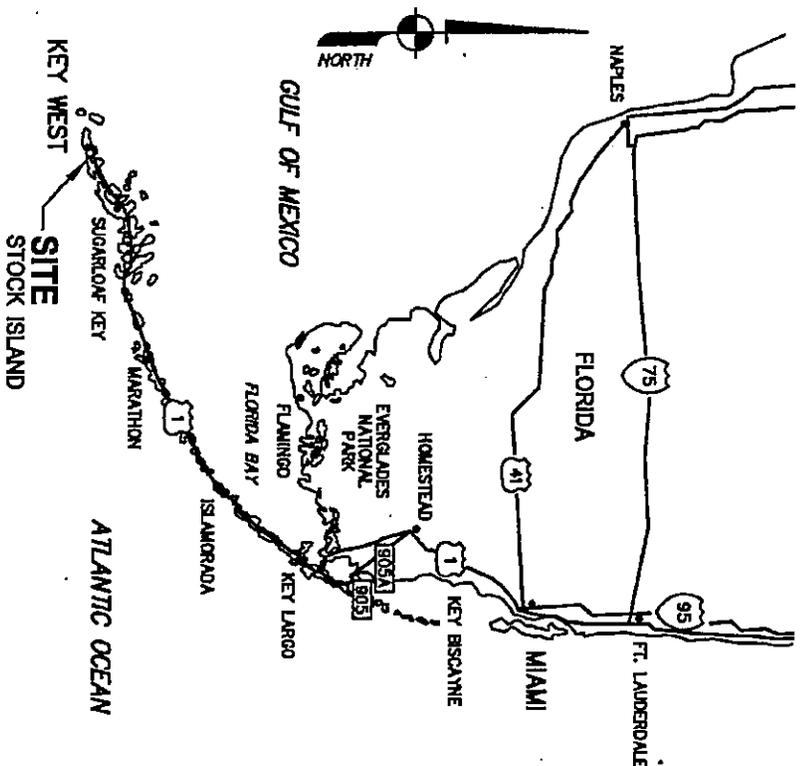
| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | AS SHOWN |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | PG. - |
| SHEET: | 3 OF 60 |

LOCATION SKETCH
(NOT TO SCALE)



Doc# 2063312
BKN 2781 Pgn 1368

VICINITY MAP
(NOT TO SCALE)



REVISIONS

| | |
|----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED LOC. SKETCH | 12/09/15 S.A.M. |
| REVISED DESCRIPTIONS | 12/10/15 S.A.M. |
| VARIOUS REVISIONS | 12/22/15 S.A.M. |



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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM

SURVEY, PLOT PLAN

GRAPHIC DEPICTION OF IMPROVEMENTS

7009 SHRIMP ROAD

SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

JOB #: 9681-2

SCALE: AS SHOWN

DATE: 04/16/2015

BY: S.A.M.

CHECKED: K.M.C.

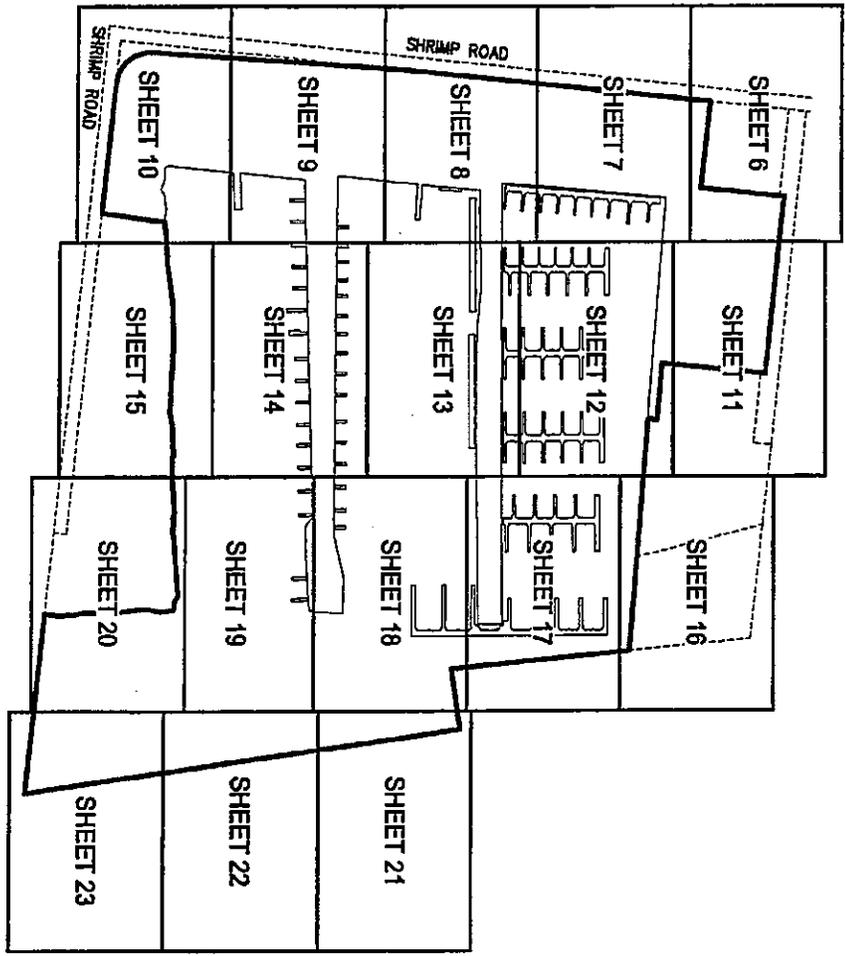
F.B. - PG. -

SHEET 4 OF 60

SYMBOL LEGEND

- BACKFLOW PREVENTOR VALVE
- BOLLARD OR POST (UNLESS NOTED)
- ▤ CATCH BASIN
- ⊙ CATCH BASIN
- CONCRETE UTILITY POLE
- ⊕ DOUBLE DETECTOR CHECK VALVE
- ⊖ DRAINAGE MANHOLE
- ELECTRICAL RECEPTACLE
- ⊕ ELECTRICAL RECEPTACLE
- ⊕ FIRE HYDRANT
- ⊕ FLAG POLE
- ⊕ GUY ANCHOR
- ⊕ HANDHOLD (UNK. UTILITY)
- ⊕ IRRIGATION CONTROL BOX
- ⊕ IRRIGATION CONTROL VALVE
- ☆ LAMP POST
- ▲ LANDSCAPE LIGHT
- ☀ LIGHT POLE
- ☀ MONITORING WELL
- OVERHEAD WIRES
- ⊕ SANITARY CLEANOUT
- ⊕ SANITARY MANHOLE
- ⊕ SANITARY VALVE
- ⊕ SIAMESE FIRE CONNECTION
- ⊕ SIGN
- ⊕ SPIGOT
- ⊕ TELEPHONE RISER
- ⊕ UNKNOWN UTILITY MANHOLE
- ⊕ WATER METER
- ⊕ WATER VALVE
- ⊕ WOOD UTILITY POLE
- ⊕ YARD DRAIN

KEY SHEET
 SURVEY, PLOT PLAN & GRAPHIC DEPICTION OF IMPROVEMENTS
 (NOT TO SCALE)



REVISIONS

| | |
|----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED DESCRIPTIONS | 12/10/15 S.A.M. |
| VARIOUS REVISIONS | 12/22/15 S.A.M. |



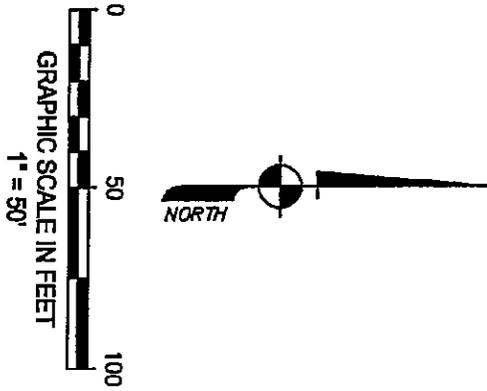
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STOCK ISLAND MARINA VILLAGE
 A CONDOMINIUM

SURVEY, PLOT PLAN
 & GRAPHIC DEPICTION OF IMPROVEMENTS
 7009 SHRIMP ROAD
 SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
 STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|------------|------------|
| JOB #: | 9681-2 |
| SCALE: | AS SHOWN |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. - PG. | - |
| SHEET | 5 OF 60 |



REVISIONS

| | |
|-----------------------|-----------------|
| REMOVED PER COMMENTS | 7/30/15 S.A.M. |
| REMOVED I/E REFERENCE | 12/22/15 S.A.M. |



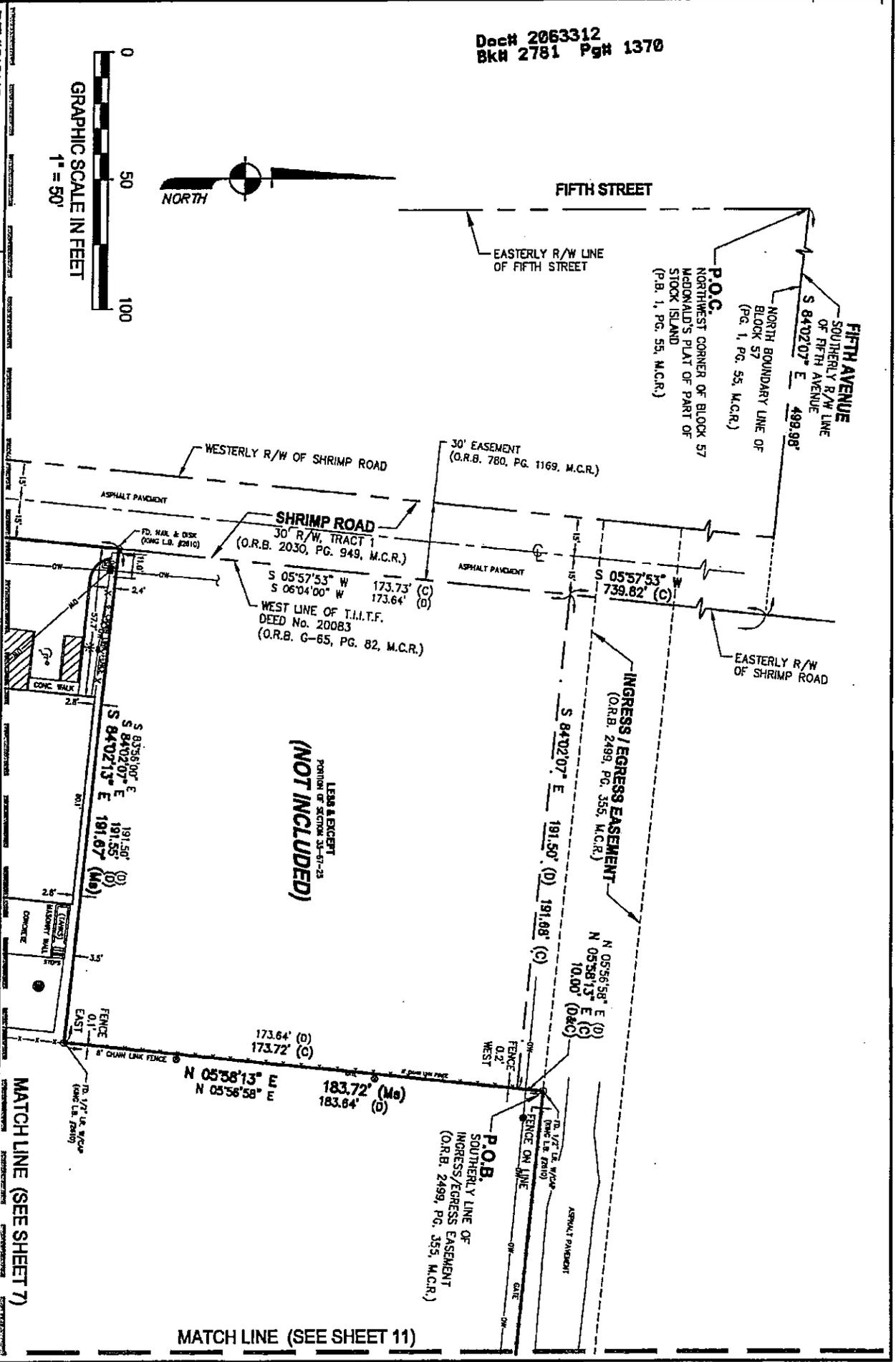
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
SURVEY, PLOT PLAN
& GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

MATCH LINE (SEE SHEET 7)

| | |
|------------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 50' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. - PG. | - |
| SHEET | 6 OF 60 |



MATCH LINE (SEE SHEET 6)

Doc# 2063312
Bk# 2781 P# 1371



MATCH LINE (SEE SHEET 8)

REVISIONS

| | |
|-----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED 1/2 REFERENCE | 12/22/15 S.A.M. |



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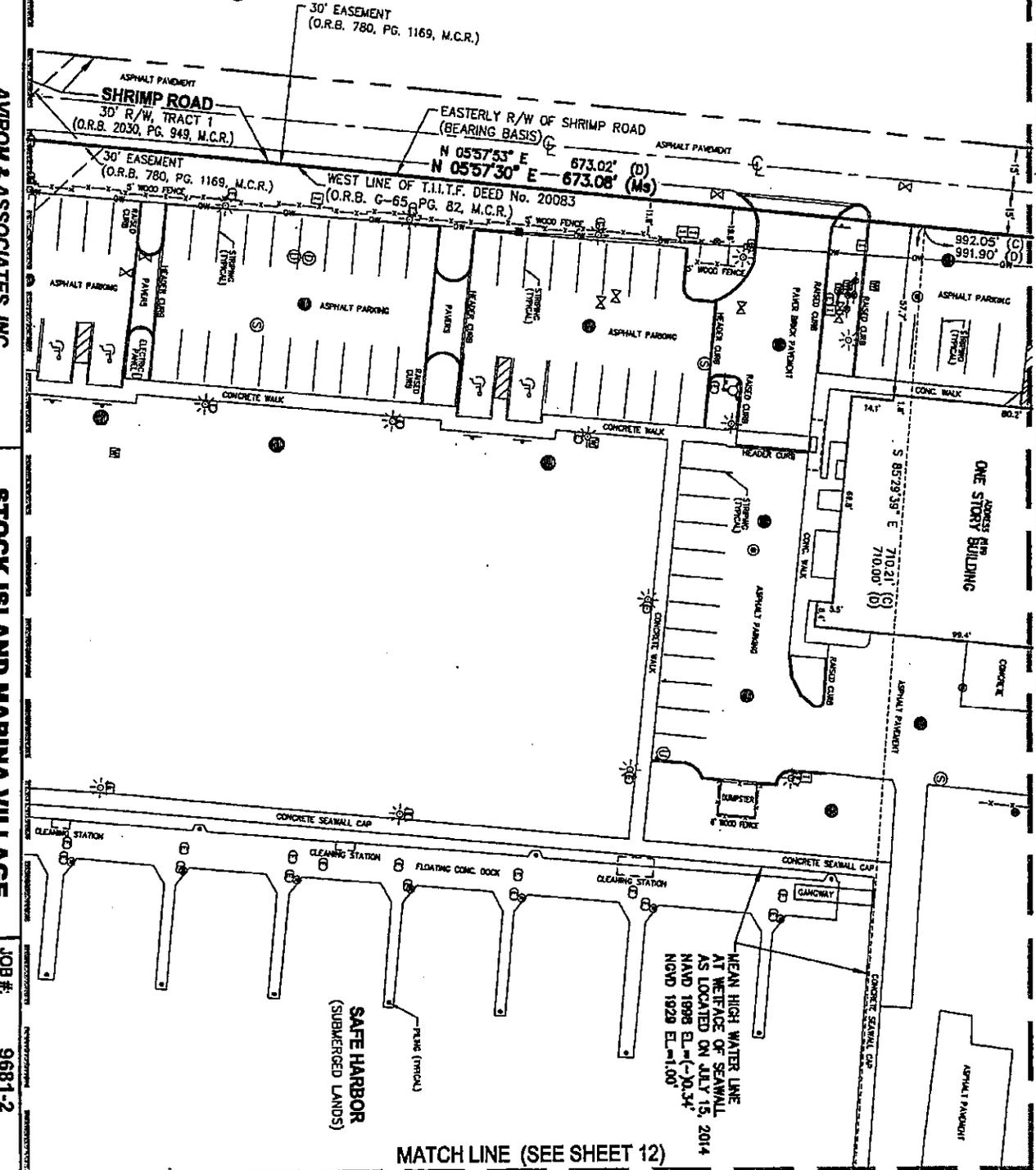
STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM

SURVEY, PLOT PLAN

& GRAPHIC DEPICTION OF IMPROVEMENTS

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 26 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA



MATCH LINE (SEE SHEET 12)

SAFE HARBOR
(SUBMERGED LANDS)

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 50' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | PG. |
| SHEET | 7 OF 60 |

MATCH LINE (SEE SHEET 6)

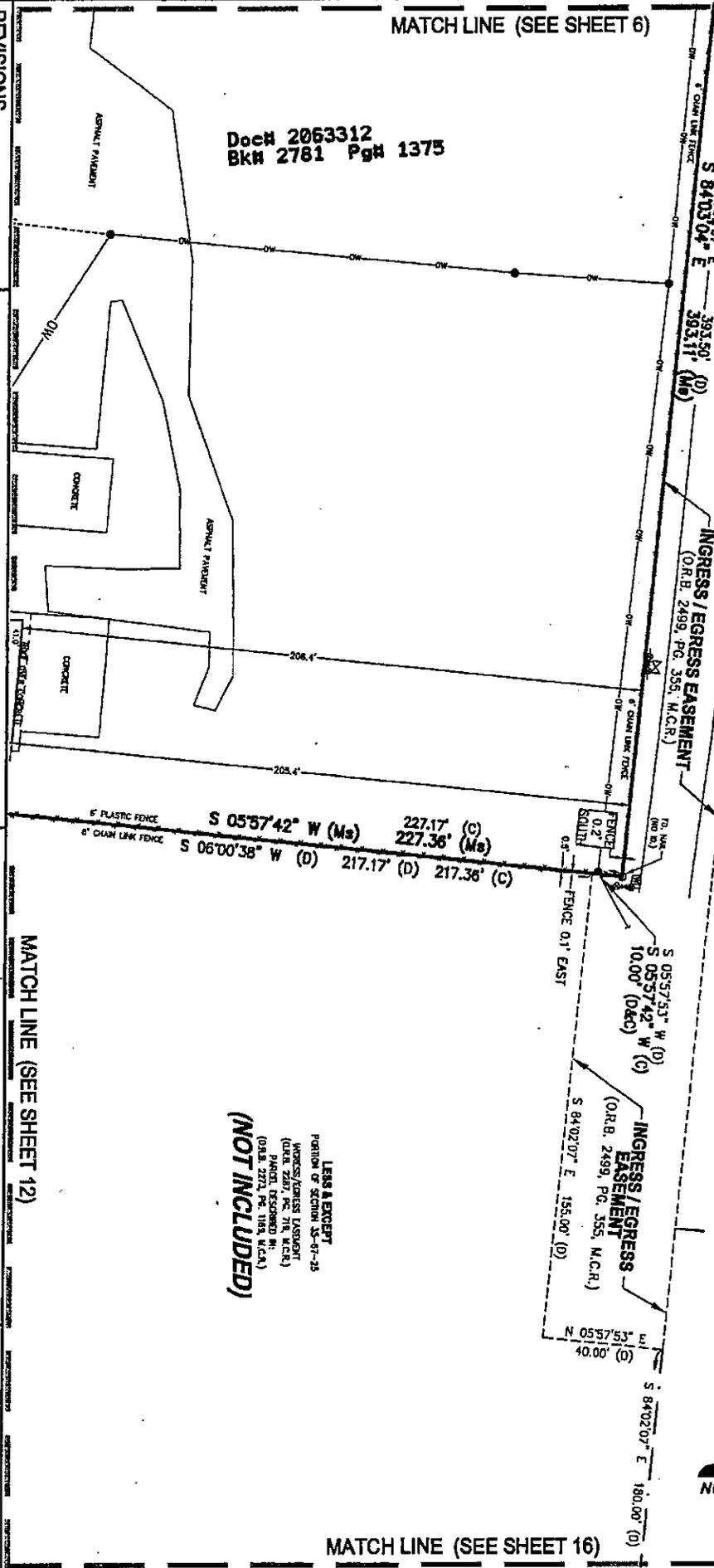
Doc# 2063312
BKM 2781 Pgh 1375

REVISIONS
REVISED PER COMMENTS 7/30/15 S.A.M.
REVISED I/E REFERENCE 12/22/15 S.A.M.



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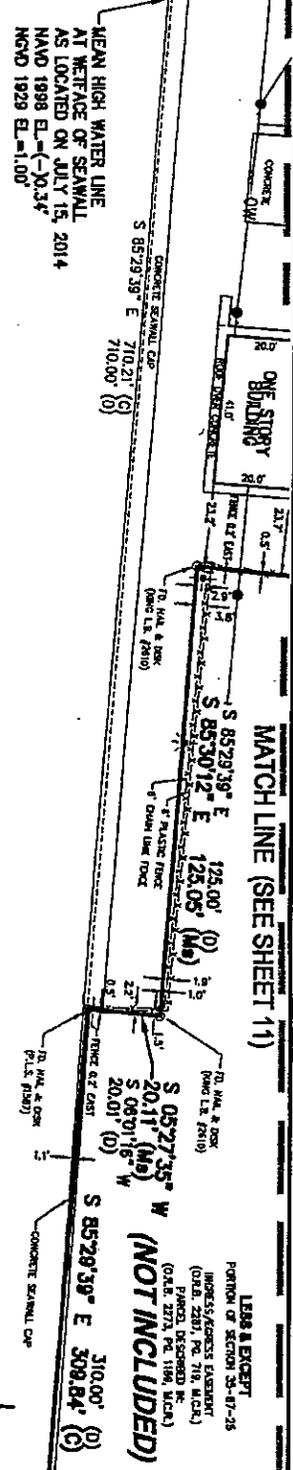
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
SURVEY, PLOT PLAN
& GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA



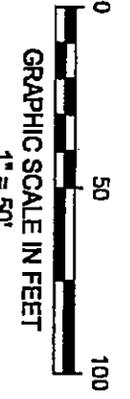
MATCH LINE (SEE SHEET 16)

(NOT INCLUDED)
LESS & EXCEPT
PORTION OF SECTION 35-67-25
HURDLES/BOGGS LARGEST
ADJACENT TO THE EASMENT
PLANS 125890 & 125891
(O.S.B. 2273, PG. 1182, M.C.A.)

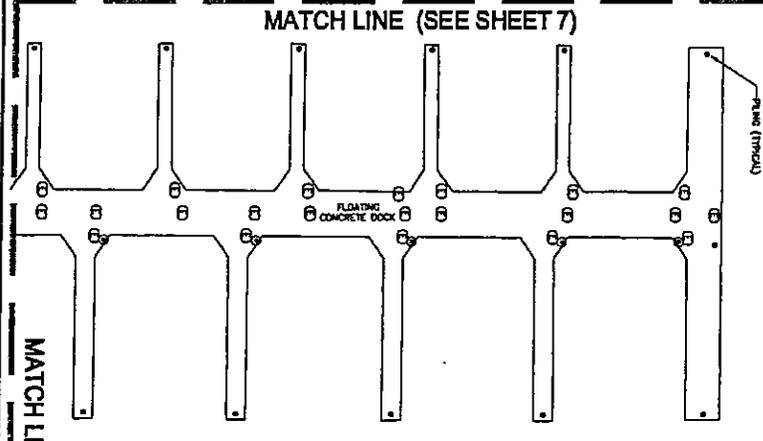
| | |
|--------------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 50' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. - PG. - | - - |
| SHEET | 11 OF 60 |



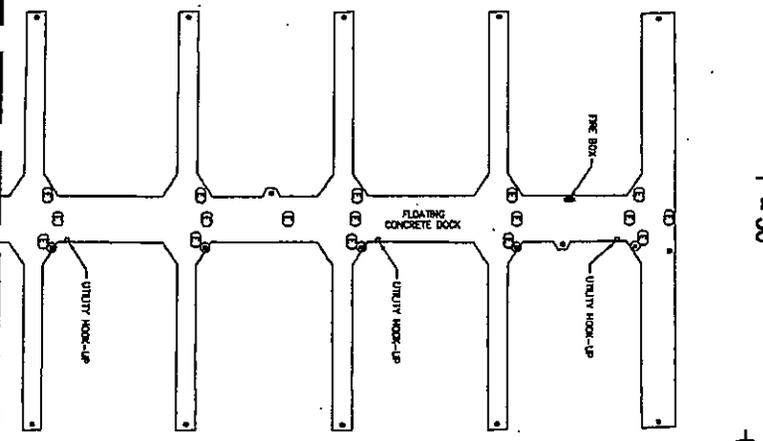
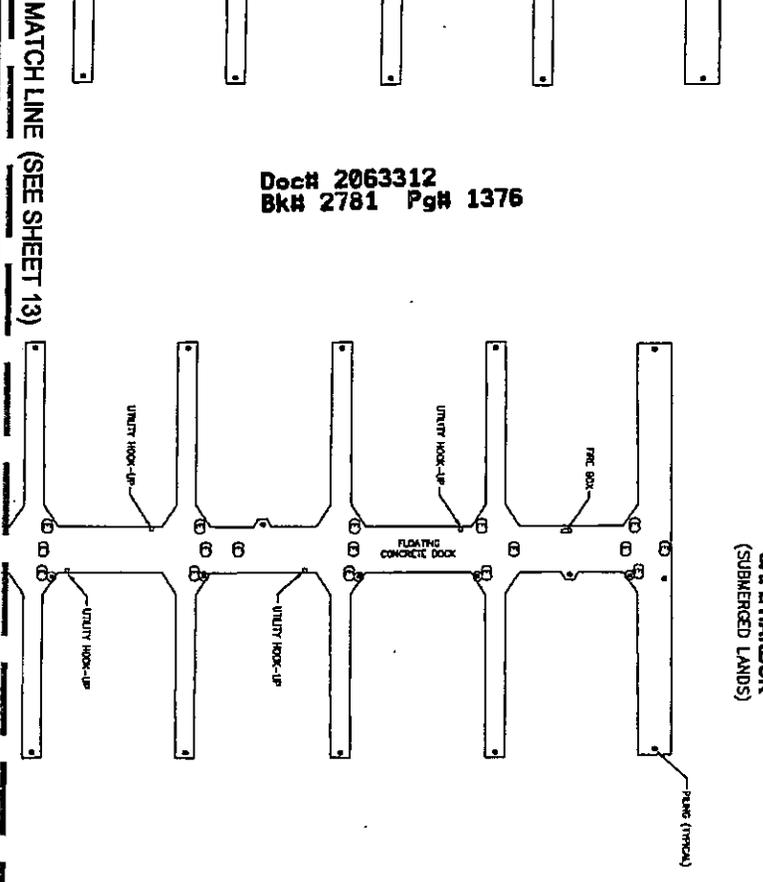
SAFE HARBOR
(SUBMERGED LANDS)



MATCH LINE (SEE SHEET 7)



Doc# 2063312
BKH 2781 Pgh 1376



MATCH LINE (SEE SHEETS 16 & 17)

REVISIONS

| REVISED PER COMMENTS | DATE |
|----------------------|-----------------|
| 7/30/15 S.A.M. | 7/30/15 S.A.M. |
| 12/22/15 S.A.M. | 12/22/15 S.A.M. |



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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
SURVEY, PLOT PLAN
& GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|------------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 50' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. - PG. | - |
| SHEET | 12 OF 60 |

MATCH LINE (SEE SHEET 8)

Doc# 2063312
Bk# 2781 P# 1377



MATCH LINE (SEE SHEET 12)

MEAN HIGH WATER LINE
AT WETFACE OF SEAWALL
AS LOCATED ON JULY 15, 2014
NAVD 1988 EL. = (-)0.34'
NGVD 1929 EL. = 1.00'

MEAN HIGH WATER LINE
AT WETFACE OF SEAWALL
AS LOCATED ON JULY 15, 2014
NAVD 1988 EL. = (-)0.34'
NGVD 1929 EL. = 1.00'

MARINA BOTTOM
(SUBMERGED LANDS)

MATCH LINE (SEE SHEET 14)

REVISIONS

| | |
|-----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED I/E REFERENCE | 12/22/15 S.A.M. |



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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM

SURVEY, PLOT PLAN

& GRAPHIC DEPICTION OF IMPROVEMENTS

7009 SHRIMP ROAD

**SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA**

JOB #: 9681-2

SCALE: 1" = 50'

DATE: 04/18/2015

BY: S.A.M.

CHECKED: K.M.C.

F.B. - PG. -

SHEET 13 OF 60

MATCH LINE (SEE SHEETS 17 & 18)

MATCH LINE (SEE SHEET 13)

N 47°46'58" W 77'00"
(BEARER WITNESS LINE)

PIERS BOX BEHIND

MEAN HIGH WATER LINE
AT WETFACE OF SEAWALL
AS LOCATED ON JULY 15, 2014
NAVD 1998 EL. = (-)0.34'
NGVD 1929 EL. = 1.00'

CONCRETE SEAWALL CAP

MOORING
POST

CONCRETE SEAWALL CAP

TRANSOM
ELECTRIC
PANEL

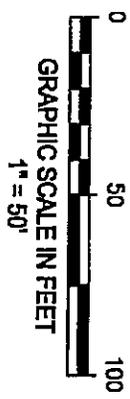
FLOATING MOOR BOX
(TYPICAL)

MEAN HIGH WATER LINE
AT WETFACE OF SEAWALL
AS LOCATED ON JULY 15, 2014
NAVD 1998 EL. = (-)0.34'
NGVD 1929 EL. = 1.00'

SAFE HARBOR
(SUBMERGED LANDS)

MATCH LINE (SEE SHEET 9)

Doc# 2063312
Bk# 2781 Pg# 1378



MATCH LINE (SEE SHEET 15)

MATCH LINE (SEE SHEETS 18 & 19)

REVISIONS

REVISED PER COMMENTS 7/30/15 S.A.M.
REVISED I/E REFERENCE 12/22/15 S.A.M.



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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM

SURVEY, PLOT PLAN
& GRAPHIC DEPICTION OF IMPROVEMENTS

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

JOB #: 9681-2

SCALE: 1" = 50'

DATE: 04/18/2015

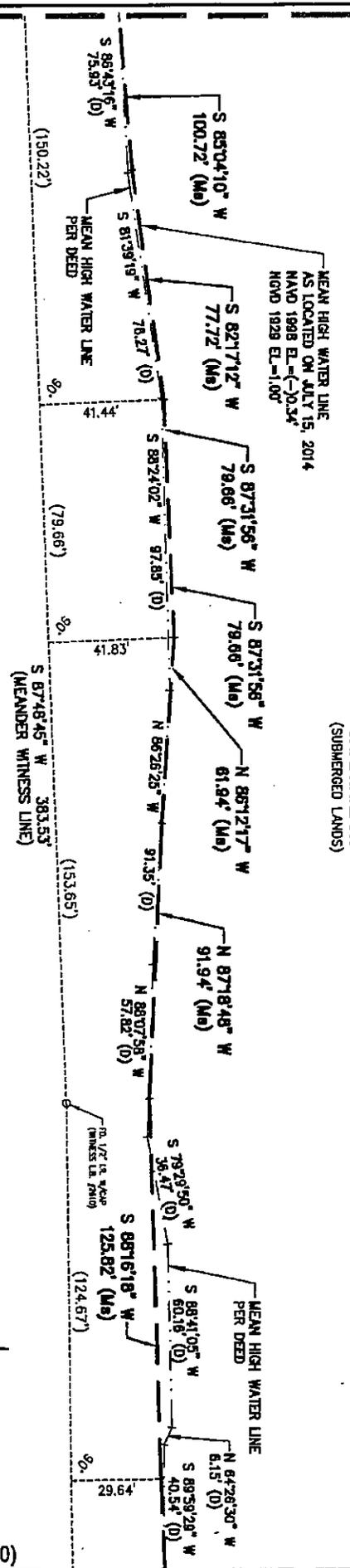
BY: S.A.M.

CHECKED: K.M.C.

F.B. - PG. -
SHEET 14 OF 60

MATCH LINE (SEE SHEET 14)

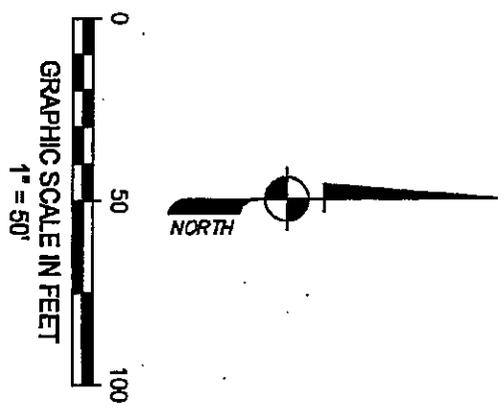
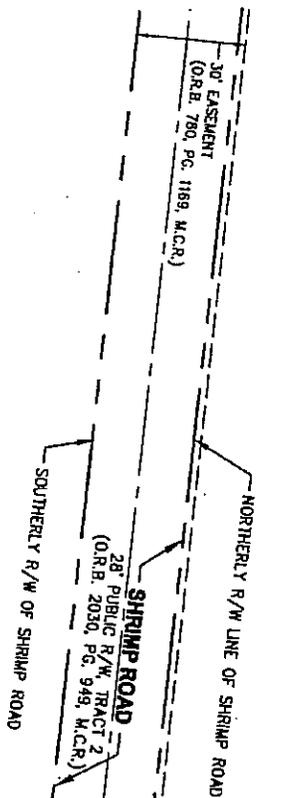
SAFE HARBOR
(SUBMERGED LANDS)



MATCH LINE (SEE SHEET 10)

Doc # 2063312
BK# 2761 Pg# 1379

NOT INCLUDED
PORTION OF SECTION 35-67-25



MATCH LINE (SEE SHEETS 19 & 20)

REVISIONS:

| | |
|-----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED 1/E REFERENCE | 12/22/15 S.A.M. |



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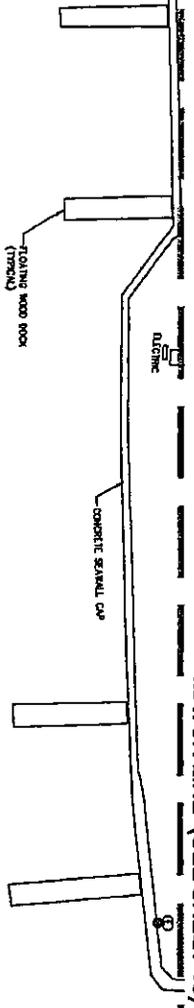
STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM

SURVEY, PLOT PLAN
& GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 50' |
| DATE: | 04/18/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | PG. - |
| SHEET | 15 OF 60 |

MATCH LINE (SEE SHEETS 14 & 15)

Doc# 2063312
Bk# 2781 P# 1383



MATCH LINE (SEE SHEET 18)

SAFE HARBOR
(SUBMERGED LANDS)



MATCH LINE (SEE SHEET 20)

MATCH LINE (SEE SHEET 22)

REVISIONS

| | |
|-----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED 1/E REFERENCE | 12/22/15 S.A.M. |



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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM

SURVEY, PLOT PLAN

& GRAPHIC DEPICTION OF IMPROVEMENTS

7009 SHRIMP ROAD

SECTION 25, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #: 9681-2

SCALE: 1" = 50'

DATE: 04/16/2015

BY: S.A.M.

CHECKED: K.M.C.

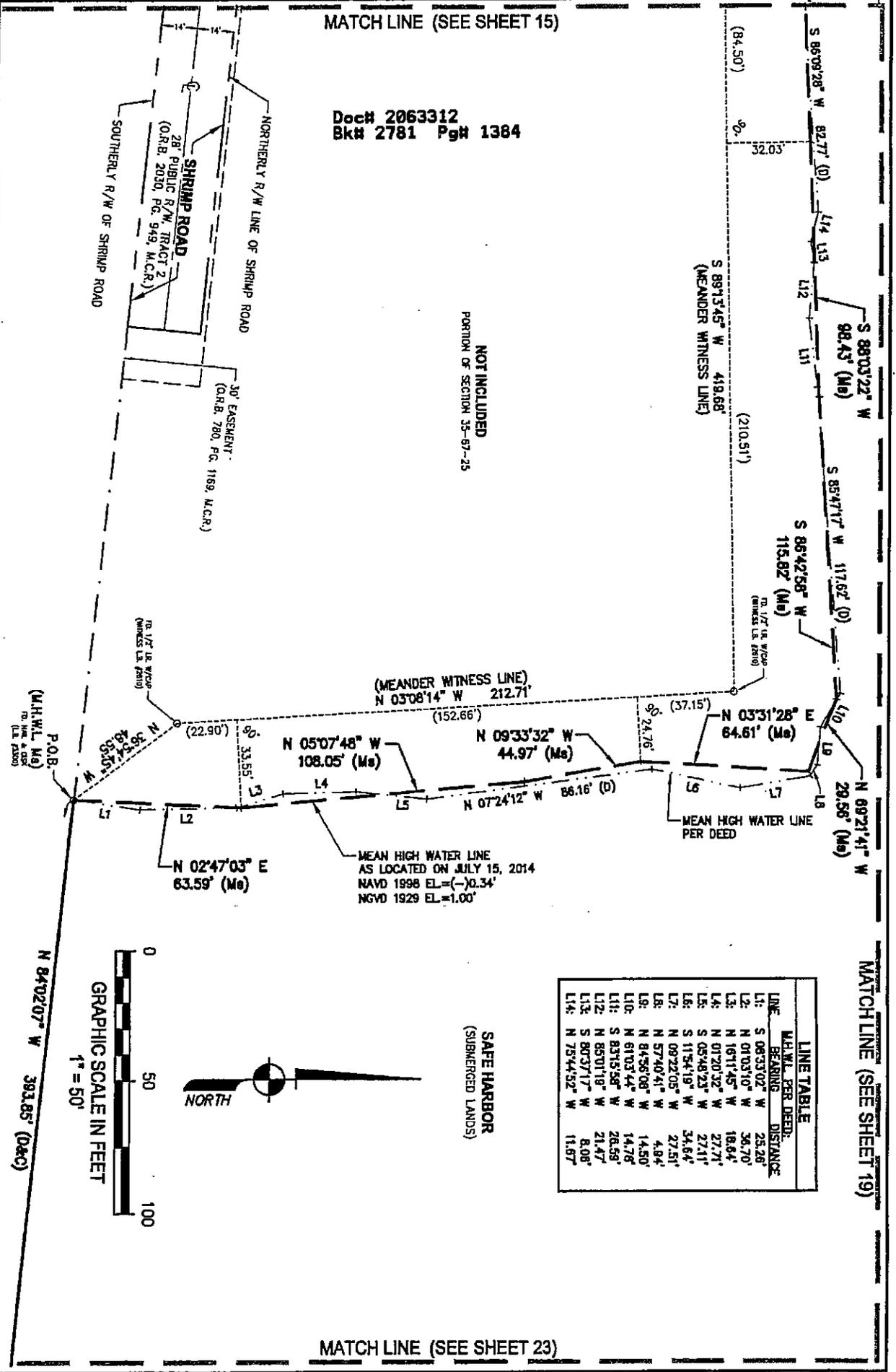
F.B. -- PG. --

SHEET 19 OF 60

MATCH LINE (SEE SHEET 15)

Doc# 2063312
Bk# 2781 Pg# 1384

NOT INCLUDED
PORTION OF SECTION 35-67-25



MATCH LINE (SEE SHEET 19)

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1: | S 08°33'02" W | 25.26' |
| L2: | N 01°03'10" W | 36.70' |
| L3: | N 16°11'45" W | 18.84' |
| L4: | N 07°20'52" W | 27.71' |
| L5: | S 05°48'23" W | 22.11' |
| L6: | S 11°54'19" W | 34.64' |
| L7: | N 09°22'05" W | 27.51' |
| L8: | N 57°40'41" W | 4.84' |
| L9: | N 84°56'08" W | 14.50' |
| L10: | N 61°03'44" W | 14.76' |
| L11: | S 83°15'38" W | 26.59' |
| L12: | N 85°01'18" W | 21.47' |
| L13: | S 80°37'17" W | 8.08' |
| L14: | N 75°44'52" W | 11.67' |

MATCH LINE (SEE SHEET 23)

REVISIONS

| REVISED PER COMMENTS | DATE |
|----------------------|-----------------|
| 7/30/15 S.A.M. | 12/22/15 S.A.M. |



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**STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM**

SURVEY, PLOT PLAN
& GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| JOB #: | 9681-2 |
|----------|------------|
| SCALE: | 1" = 50' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | PG. |
| SHEET | 20 OF 60 |

MATCH LINE (SEE SHEET 18)

Doc# 2063312
Bk# 2781 Pgh 1385

SAFE HARBOR
(SUBMERGED LANDS)

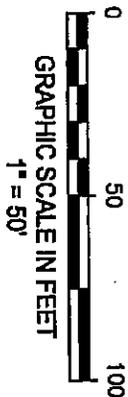
S 08°15'27" E (D&C)
959.43' (C)
959.38' (D)

CORNER FALLS IN WATER

NOT INCLUDED
PORTION OF SECTION 35-67-25

NOT INCLUDED
PORTION OF SECTION 35-67-25

MATCH LINE (SEE SHEET 22)



REVISIONS

REVISED PER COMMENTS 7/30/15 S.A.M.
REVISED I/E REFERENCE 12/22/15 S.A.M.



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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM
SURVEY, PLOT PLAN
& GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 28 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #: 9681-2

SCALE: 1" = 50'

DATE: 04/16/2015

BY: S.A.M.

CHECKED: K.M.C.

F.B. PG. SHEET 21 OF 60

MATCH LINE (SEE SHEET 19)

Doc# 2063312
Bk# 2781 P# 1386

SAFE HARBOR
(SUBMERGED LANDS)

S 08°15'27" E (D&C)
956.45' (C)
959.38' (C)

NOT INCLUDED
PORTION OF SECTION 35-67-25

NOT INCLUDED
PORTION OF SECTION 35-67-25

MATCH LINE (SEE SHEET 23)



REVISIONS

REVISED PER COMMENTS 7/30/15 S.A.M.
REVISED I/E REFERENCE 12/22/15 S.A.M.



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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM

SURVEY, PLOT PLAN

& GRAPHIC DEPICTION OF IMPROVEMENTS

7009 SHRIMP ROAD

SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST

STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

JOB #: 9681-2

SCALE: 1" = 50'

DATE: 04/16/2015

BY: S.A.M.

CHECKED: K.M.C.

F.B. - PG. -

SHEET 22 OF 60

MATCH LINE (SEE SHEET 22)

Doc# 2063312
BKH 2781 P# 1387

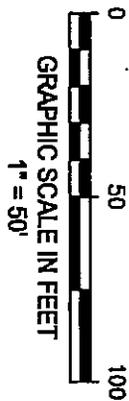
HARBOR
(SUBMERGED LANDS)

N 84°02'07" W
393.85' (D&C)

S 08°15'27" E (D&C)
959.43'
959.36'

NOT INCLUDED
PORTION OF SECTION 35-67-25

CORNER FALLS IN WATER



MATCH LINE (SEE SHEET 20)

REVISIONS

REVISED PER COMMENTS 7/30/15 S.A.M.
REVISED I/E REFERENCE 12/22/15 S.A.M.



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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM

SURVEY, PLOT PLAN

& GRAPHIC DEPICTION OF IMPROVEMENTS

7009 SHRIMP ROAD

SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST

STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #: 9681-2

SCALE: 1" = 50'

DATE: 04/16/2015

BY: S.A.M.

CHECKED: K.M.C.

F.B. - PG. -

SHEET 23 OF 60

AREA TABULATION

| | | |
|---------------|-------------------------|---------------------|
| UNIT 1: | 31,537 S.F. / | 0.724 ACRES |
| UNIT 2: | 59,791 S.F. / | 1.373 ACRES |
| UNIT 3: | 15,649 S.F. / | 0.359 ACRES |
| UNIT 4: | 67,482 S.F. / | 1.549 ACRES |
| UNIT 5: | 18,195 S.F. / | 0.418 ACRES |
| UNIT 6: | 25,229 S.F. / | 0.579 ACRES |
| UNIT 7: | 37,401 S.F. / | 0.859 ACRES |
| UNIT 8: | 53,663 S.F. / | 1.232 ACRES |
| UNIT 9: | 59,104 S.F. / | 1.357 ACRES |
| UNIT 10: | 1,234,120 S.F. / | 28.331 ACRES |
| C.E.: | 159,947 S.F. / | 3.672 ACRES |
| L.C.E.: | 2,475 S.F. / | 0.057 ACRES |
| TOTAL: | 1,764,593 S.F. / | 40.510 ACRES |

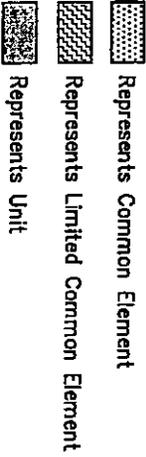
Doc# 2063312
Bk# 2781 Pg# 1388

ABBREVIATION LEGEND:

C.E. = Common Element
L.C.E. = Limited Common Element
S.F. = Square Feet

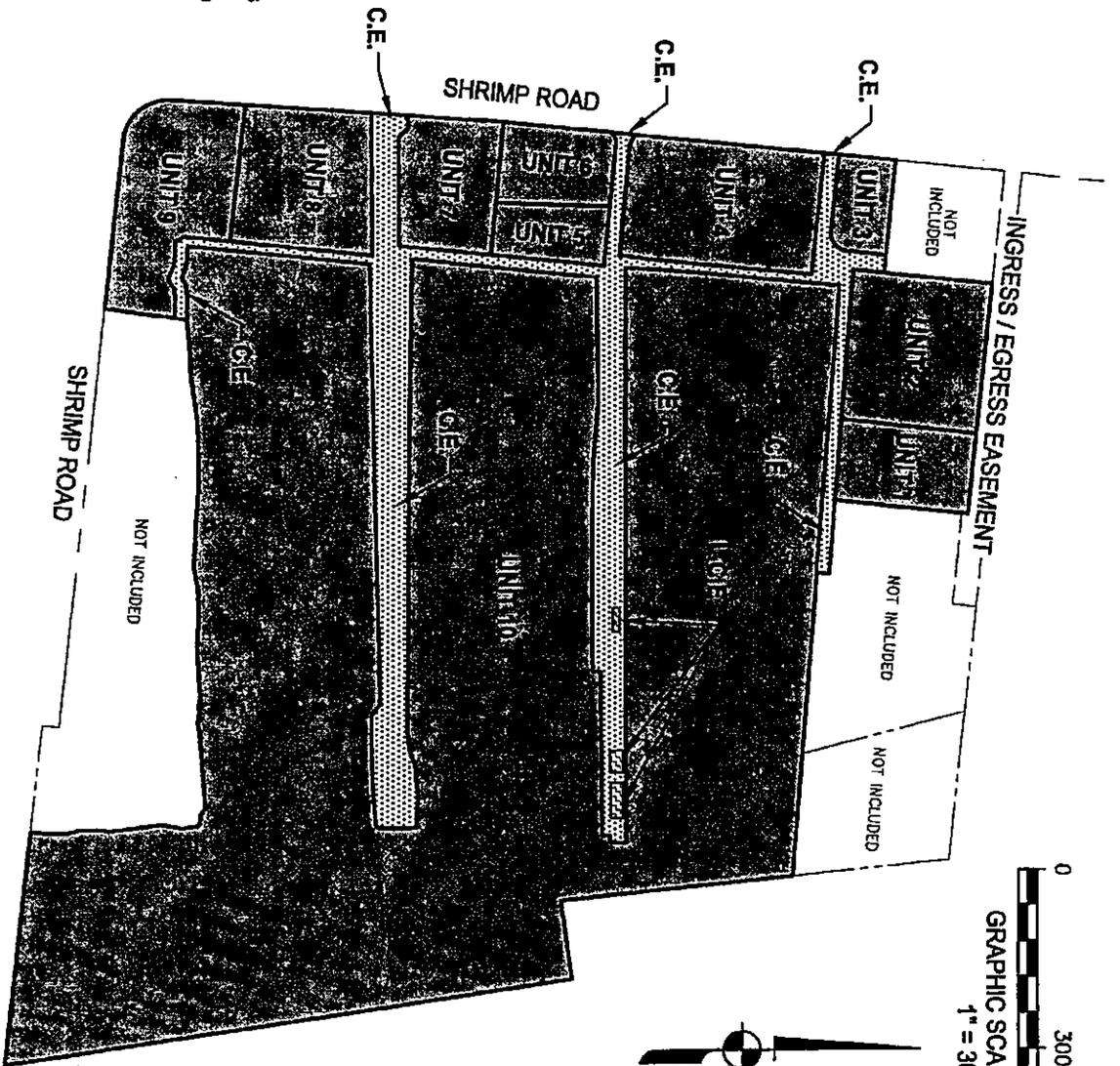
GENERAL NOTES:

- All elements of the subject property are as noted and labeled.
- For all pertinent information refer to the Declaration of Condominium.
- Element Hachure Legend:
 - ▨ Represents Common Element
 - ▧ Represents Limited Common Element
 - ▩ Represents Unit



REVISIONS

| | |
|----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED ACRAGE TAB | 8/17/15 S.A.M. |
| REVISED DESCRIPTIONS | 12/10/15 S.A.M. |
| VARIOUS REVISIONS | 12/22/15 S.A.M. |
| VARIOUS REVISIONS | 1/08/16 S.A.M. |



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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM
SURVEY, PLOT PLAN &
GRAPHIC DEPICTION OF IMPROVEMENTS
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|------------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 300' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | M.D.A. |
| F.B. - PG. | - |
| SHEET | 24 OF 60 |

UNIT 1:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 729.82 feet to the southerly line of a 30 foot wide Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida; thence S 84°02'07" E along the southerly line of said Ingress/Egress Easement, 191.68 feet; thence S 84°03'04" E continuing along said southerly line, also being the north line of Unit 2, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 255.99 feet to the POINT OF BEGINNING; thence continue S 84°03'04" E along the southerly line of said Ingress/Egress Easement, 137.12 feet; thence S 05°57'42" W, 227.36 feet to the north line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 85°29'39" W along the north line of said Common Element, 138.25 feet to the east line of said Unit 2; thence N 06°13'53" E along the east line of said Unit 2, a distance of 230.84 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 31,537 square feet (0.724 acres), more or less.

TOGETHER WITH:

An easement for ingress and egress over and upon the following described property, recorded in Official Records Book 1239, at Page 464, Official Records Book 2287, at Page 719, and in Official Records Book 2499, at Page 355, more particularly described as follows:

A parcel of land lying in Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being more particularly describes as follows:

COMMENCE at the northwest corner of Block 57 of McDONALD'S PLAT OF A PART OF STOCK ISLAND, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence along the southerly right-of-way line of Fifth Avenue, South 84°02'07" East, a distance of 499.98 feet to the west line of Trustees Deed No. 20083 as recorded in Official Records Book G-65, Page 82; thence leaving said line South 05°57'53" West along said line, a distance of 699.82 feet to the POINT OF BEGINNING; thence South 84°02'07" East, parallel with the southerly line of said Fifth Avenue, a distance of 740.00 feet; thence South 05°57'53" West, a distance of 40.00 feet; thence North 84°02'07" West, a distance of 155.00 feet; thence North 05°57'53" East, a distance of 10.00 feet; thence North, 84°02'07" West, a distance of 585.00 feet to the west line of said Trustees Deed; thence North 05°57'53" East along said line, a distance of 30.00 feet to the POINT OF BEGINNING.

REVISIONS

REVERSED PER COMMENTS 7/30/15 S.A.M.
ADD I/E ESMT. DESC. 12/22/2015 S.A.M.



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BOCA RATON, FLORIDA 33432

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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM

UNIT 1

7009 SHRIMP ROAD

SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | AS SHOWN |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | - PG. - |
| SHEET: | 25 OF 60 |

LAND DESCRIPTION:

Doc# 2063312
Bk# 2781 Pg# 1391

UNIT 2:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 729.82 feet to the southerly line of a 30 foot wide Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida; thence S 84°02'07" E along the southerly line of said Ingress/Egress Easement, 191.68 feet to the POINT OF BEGINNING; thence S 84°03'04" E, 255.99 feet to the west line of Unit 1, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 06°13'53" W along the west line of said Unit 1, a distance of 230.84 feet to the north line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 85°29'39" W along the north line of said Common Element, 255.02 feet to the east line of said Common Element; thence N 05°58'13" E along the east line of said Common Element and its northerly extension, a distance of 237.26 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 59,791 square feet (1.373 acres), more or less.

TOGETHER WITH:

An easement for ingress and egress over and upon the following described property, recorded in Official Records Book 1239, at Page 464, Official Records Book 2287, at Page 719, and in Official Records Book 2499, at Page 355, more particularly described as follows:

A parcel of land lying in Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being more particularly describes as follows:

COMMENCE at the northwest corner of Block 57 of McDONALD'S PLAT OF A PART OF STOCK ISLAND, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence along the southerly right-of-way line of Fifth Avenue, South 84°02'07" East, a distance of 499.98 feet to the west line of Trustees Deed No. 20083 as recorded in Official Records Book G-65, Page 82; thence leaving said line South 05°57'53" West along said line, a distance of 699.82 feet to the POINT OF BEGINNING; thence South 84°02'07" East, parallel with the southerly line of said Fifth Avenue, a distance of 740.00 feet; thence South 05°57'53" West, a distance of 40.00 feet; thence North 84°02'07" West, a distance of 155.00 feet; thence North 05°57'53" East, a distance of 10.00 feet; thence North 84°02'07" West, a distance of 585.00 feet to the west line of said Trustees Deed; thence North 05°57'53" East along said line, a distance of 30.00 feet to the POINT OF BEGINNING.

REVISIONS

| | |
|----------------------|-------------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED DESCRIPTION | 11/18/15 S.A.M. |
| ADD I/E ESMT. DESC. | 12/22/2015 S.A.M. |



AVIROM & ASSOCIATES, INC.

SURVEYING & MAPPING

50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2894, FAX (561) 394-7128
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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM

UNIT 2

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | AS SHOWN |
| DATE: | 04/18/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. | PG. |
| SHEET | 27 OF 60 |

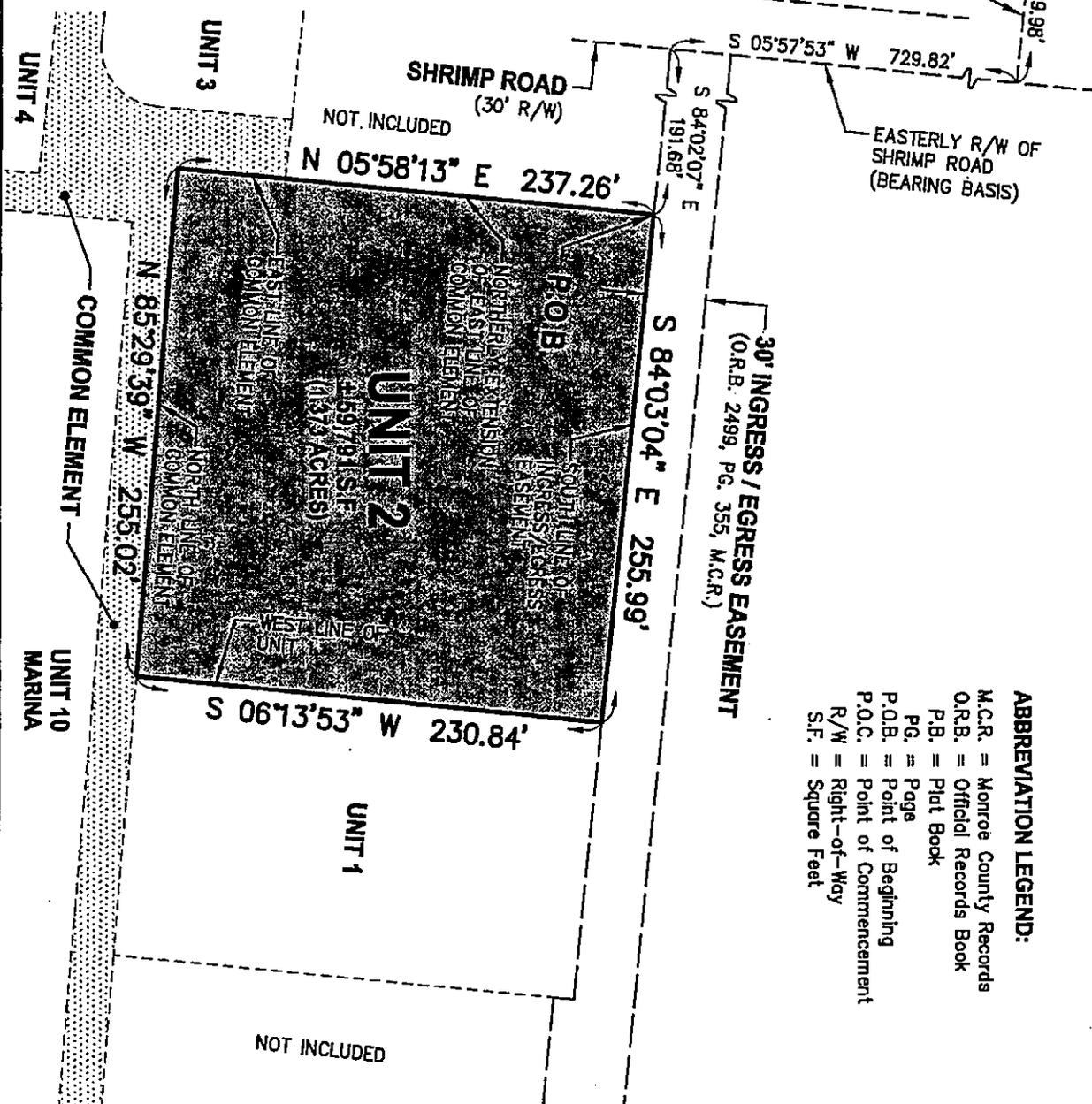
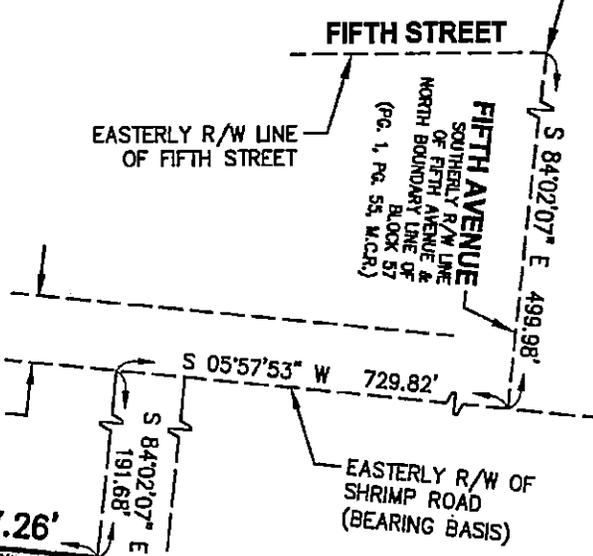
P.O.C.
 NORTHWEST CORNER
 OF BLOCK 57
 McDONALD'S PLAT OF
 PART OF STOCK ISLAND
 (P.B. 1, PG. 55, M.C.R.)

Doc# 2063312
 Bk# 2781 Pg# 1392



- GENERAL NOTES:**
1. All elements of the subject property are as noted and labeled.
 2. For all pertinent information refer to the Declaration of Condominium.
 3. Element Hachure Legend:
 - Represents Unit
 - Represents Common Element

Represents Common Element



ABBREVIATION LEGEND:

M.C.R. = Monroe County Records
 O.R.B. = Official Records Book
 P.B. = Plat Book
 PG. = Page
 P.O.B. = Point of Beginning
 P.O.C. = Point of Commencement
 R/W = Right-of-Way
 S.F. = Square Feet

REVISIONS

| | |
|-----------------------|-------------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| SHOW PROPOSED PARKING | 11/18/15 S.A.M. |
| ADD I/E ESMT. DESC. | 12/22/2015 S.A.M. |



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STOCK ISLAND MARINA VILLAGE
 A CONDOMINIUM

UNIT 2
 7009 SHRIMP ROAD
 SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
 STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/18/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | - PG. - |
| SHEET: | 28 OF 60 |

LAND DESCRIPTION:

UNIT 3:

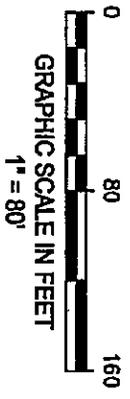
A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet to the POINT OF BEGINNING; thence S 84°02'13" E, 161.82 feet to the west line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 05°58'13" W along the west line of said Common Element, a distance of 67.93 feet to the point of curvature of a curve concave to the northwest, having a radius of 30.00 feet and a central angle of 89°56'52"; thence southwesterly along the arc of said curve also being the northwesterly line of said Common Element, a distance of 47.10 feet; thence N 84°04'56" W along the north line of said Common Element, 122.06 feet to the point of curvature of a curve concave to the northeast, having a radius of 15.00 feet and a central angle of 40°37'07"; thence northwesterly continuing along the north line of said Common Element and along the arc of said curve, a distance of 10.63 feet to the easterly right-of-way line of said Shrimp Road; thence N 05°57'30" E along said easterly right-of-way line, 94.42 feet to the POINT OF BEGINNING.

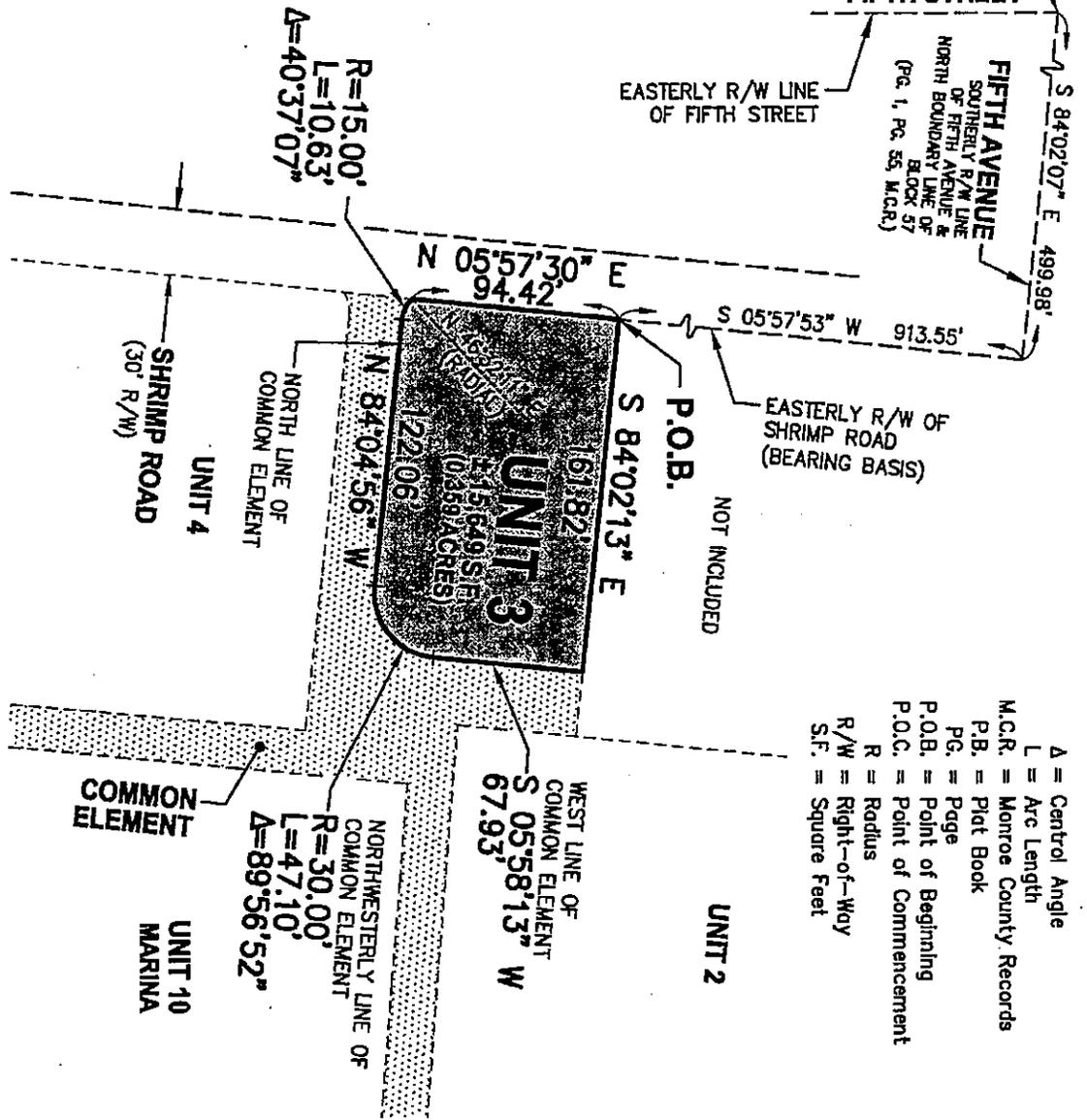
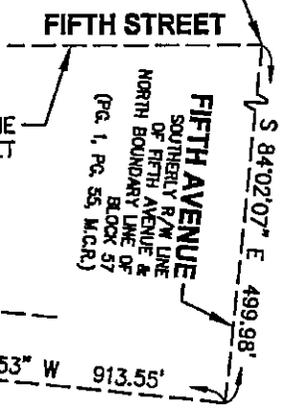
Said lands lying and situate in Monroe County, Florida, containing 15,649 square feet (0.359 acres), more or less.

Doc# 20633312
 Bk# 2781 Pg# 1393

| | | | | |
|-------------------------------------|--|--|---|-------------------------|
| REVISIONS | |  <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2994, FAX (561) 394-7125 WWW.AVIROM-SURVEY.COM</p> <p><small>©2015 AVIROM & ASSOCIATES, INC. All rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small></p> | <p>STOCK ISLAND MARINA VILLAGE A CONDOMINIUM UNIT 3</p> <p>7009 SHRIMP ROAD SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA</p> | JOB #: 9681-2 |
| REVISED PER COMMENTS 7/30/15 5 A.M. | | | | SCALE: AS SHOWN |
| | | | | DATE: 04/16/2015 |
| | | | | BY: S.A.M. |
| | | | | CHECKED: K.M.C. |
| | | F.B.: - PG. - | | |
| | | SHEET 29 OF 60 | | |



P.O.C.
NORTHWEST CORNER OF BLOCK 57
MCDONALD'S PLAT OF PART OF
STOCK ISLAND
(P.B. 1, PG. 55, M.C.R.)



GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:
 Represents Unit
 Represents Common Element

ABBREVIATION LEGEND:

- Δ = Central Angle
- L = Arc Length
- M.C.R. = Monroe County Records
- P.B. = Plat Book
- PG. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R = Radius
- R/W = Right-of-Way
- S.F. = Square Feet

REVISIONS

REVISED PER COMMENTS 7/30/15 5 A.M.



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SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 702
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
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**STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM**

UNIT 3

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

JOB #: 9681-2

SCALE: 1" = 80'

DATE: 04/16/2015

BY: S.A.M.

CHECKED: K.M.C.

F.B. - PG. -
SHEET 30 OF 60

LAND DESCRIPTION:

UNIT 4:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 125.72 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING, said point also being a point of cusp on a non-tangent curve, concave to the southeast, having a radius of 15.00 feet and a central angle of 41°05'03" (a radial line bears S 35°09'59" E from said point); thence northeasterly along the south line of said Common Element and the arc of said curve, a distance of 10.76 feet to a point of tangency, thence S 84°04'56" E continuing along the south line of said Common Element, 196.37 feet; thence S 05°32'11" W along the west line of said Common Element, 261.71 feet; thence continue along said west line S 07°30'52" W, 63.57 feet; thence N 84°30'00" W along the north line of said Common Element, 188.39 feet to a point of curvature of a curve concave to the northeast, having a radius of 20.00 feet and a central angle of 63°53'07"; thence northwesterly along the arc of said curve also being the north line of said Common Element, 22.30 feet to the east right-of-way line of said Shrimp Road; thence N 05°57'30" E along said east right-of-way line, 311.87 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 67,482 square feet (1.549 acres), more or less.

Doc# 2063312 Pg# 1395
Bk# 2781

REVISIONS

| | |
|----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED DESC. UNIT 4 | 12/09/15 S.A.M. |
| REVISED DESC. UNIT 4 | 01/05/16 S.A.M. |



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 50 S.W. 2ND AVENUE, SUITE 102
 BOCA RATON, FLORIDA 33432
 TEL. (561) 392-2594, FAX (561) 394-7125
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
 UNIT 4
 7009 SHRIMP ROAD
 SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
 STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | AS SHOWN |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | -- PG. -- |
| SHEET | 31 OF 60 |

P.O.C.
NORTHWEST CORNER OF BLOCK 57
MCDONALD'S PLAT OF PART OF
STOCK ISLAND
(P.B. 1, PG. 55, M.C.R.)



ABBREVIATION LEGEND:

- Δ = Central Angle
- L = Arc Length
- M.C.R. = Monroe County Records
- P.B. = Plat Book
- Pg. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R = Radius
- R/W = Right-of-Way
- S.F. = Square Feet

REVISIONS

| REVISED PER COMMENTS | 7/30/15 S.A.M. |
|----------------------|-----------------|
| REVISED DESC. UNIT 4 | 12/09/15 S.A.M. |
| REVISED DESC. UNIT 4 | 01/05/16 S.A.M. |



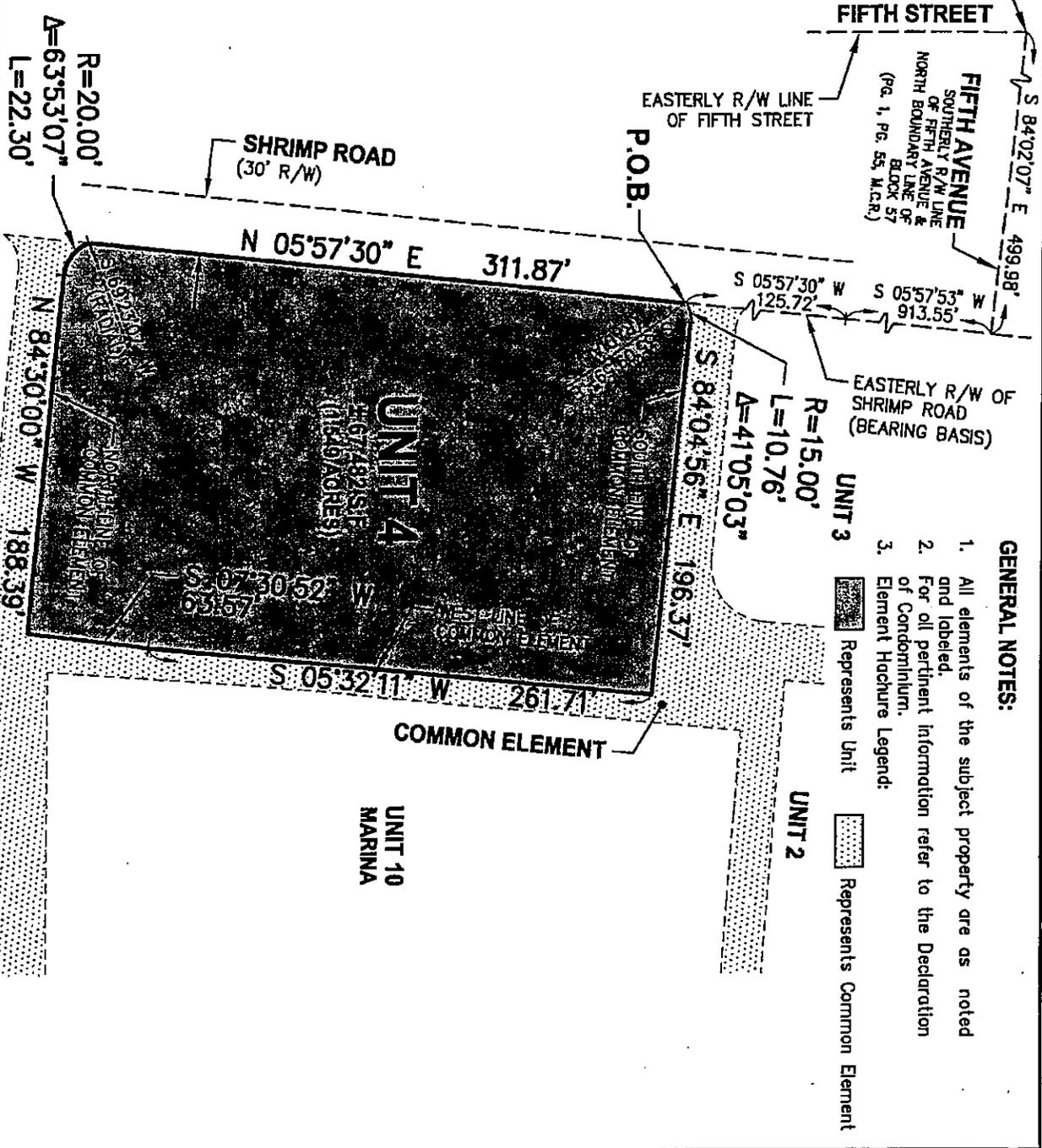
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SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2694, FAX (561) 394-7125
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 4

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | PG. - |
| SHEET | 32 OF 60 |



GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:



Represents Unit



Represents Common Element

LAND DESCRIPTION:

UNIT 5:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 482.57 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and a point of cusp on a non-tangent curve, concave to the southeast, having a radius of 20.00 feet and a central angle of 59°16'50" (a radial line bears S 53°46'50" E from said point); thence northeasterly along the south line of said Common Element and the arc of said curve, a distance of 20.69 feet to a point of tangency; thence S 84°30'00" E continuing along the south line of said Common Element, 107.74 feet to the POINT OF BEGINNING; thence continue S 84°30'00" E along the south line of said Common Element, 100.87 feet to the west line of said Common Element; thence S 05°46'15" W along the west line of said Common Element, 192.32 feet to the north line of Unit 7, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 84°30'00" W along the north line of said Unit 7, a distance of 88.34 feet to the east line of Unit 6, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 02°02'29" E along the west line of said Unit 6, a distance of 192.67 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 18,195 square feet (0.418 acres), more or less.

Doc# 2063312
Bk# 2781 P# 1397

REVISIONS

REVISED PER COMMENTS 7/30/15 S.A.M.



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
60 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
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**STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 5**

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|------------|------------|
| JOB #: | 9681-2 |
| SCALE: | AS SHOWN |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. - PG. | - |
| SHEET | 33 OF 60 |

P.O.C.
NORTHWEST CORNER OF BLOCK 57
MCDONALD'S PLAT OF PART OF
STOCK ISLAND
(P.B. 1, PG. 55, M.C.R.)



ABBREVIATION LEGEND:

- Δ = Central Angle
- L = Arc Length
- M.C.R. = Monroe County Records
- P.B. = Plat Book
- PG. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R = Radius
- R/W = Right-of-Way
- S.F. = Square Feet

FIFTH STREET

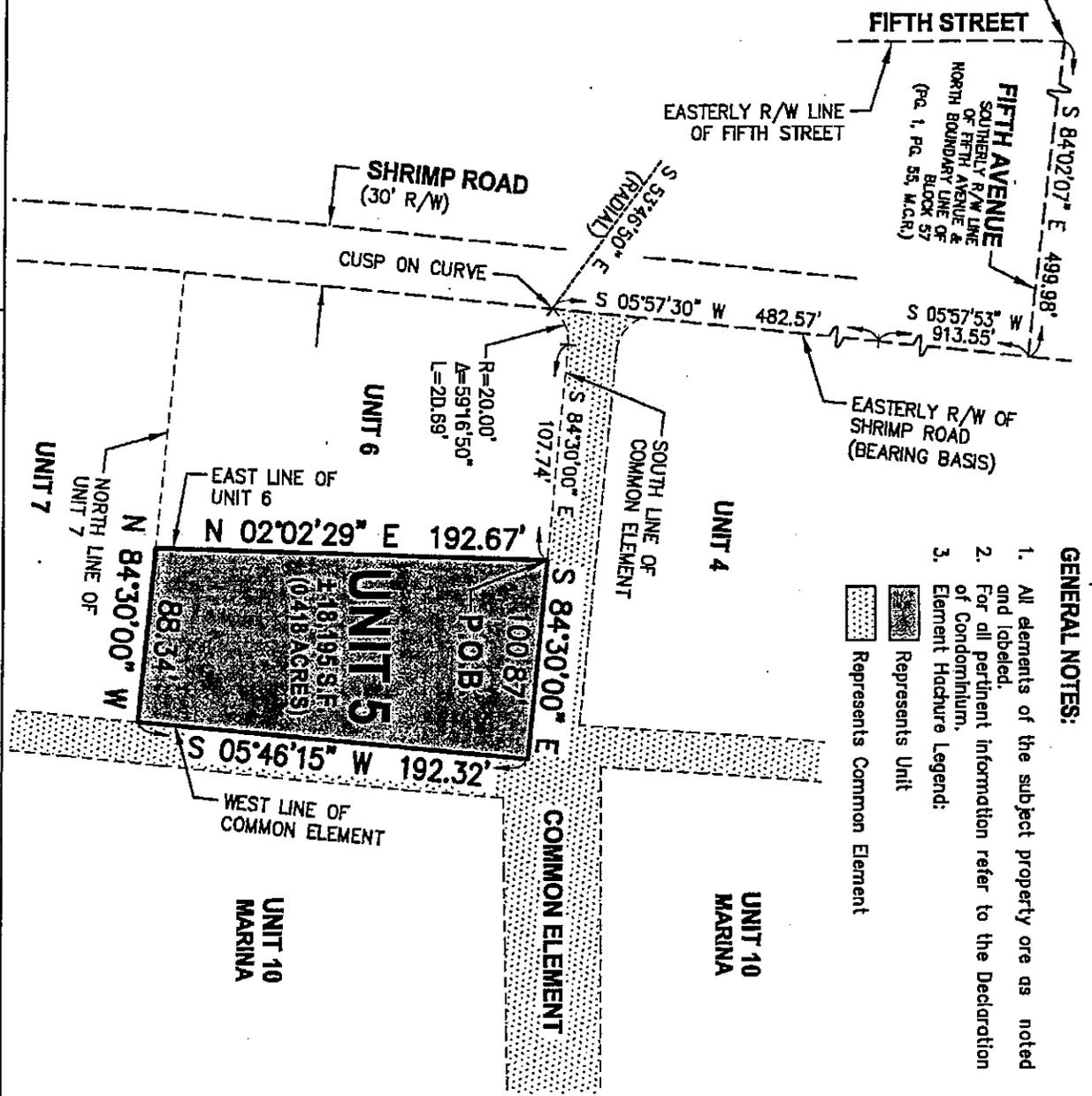
EASTERLY R/W LINE
OF FIFTH STREET

FIFTH AVENUE
SOUTHERLY R/W LINE
OF FIFTH AVENUE &
NORTH BOUNDARY LINE OF
BLOCK 57
(Pg. 1, PG. 55, M.C.R.)

SHRIMP ROAD
(30' R/W)

CUSP ON CURVE

EASTERLY R/W OF
SHRIMP ROAD
(BEARING BASIS)



GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:

- Represents Unit
- Represents Common Element

REVISIONS

| REVISED PER COMMENTS | DATE |
|----------------------|------|
| 7/30/15 S.A.M. | |



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BOCA RATON, FLORIDA 33432
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 5

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/18/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | - PG. - |
| SHEET | 34 OF 60 |

LAND DESCRIPTION:

UNIT 6:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 482.57 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING, said point also being a point of cusp on a non-tangent curve, concave to the southeast, having a radius of 20.00 feet and a central angle of 59°16'50" (a radial line bears S 53°46'50" E from said point); thence northeasterly along the south line of said Common Element and the arc of said curve, a distance of 20.69 feet to a point of tangency, thence S 84°30'00" E continuing along the south line of said Common Element, 107.74 feet to the west line of Unit 5, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 02°02'29" W along the west line of said Unit 5, a distance of 192.67 feet to the north line of Unit 7, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 84°30'00" W along the north line of said Unit 7, a distance of 138.01 feet to the easterly right-of-way line of said Shrimp Road; thence N 05°57'30" E along said easterly right-of-way line, 182.54 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 25,229 square feet (0.579 acres), more or less.

6681 468
27333212
Doc# 2781
Bk# 2781

| | | | |
|---|----------------|---|----------|
| REVISIONS | | | |
| REvised PER COMMENTS | 7/30/15 S.A.M. | | |
|  | | AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 382-2594, FAX (561) 394-7125 WWW.AVIROM-SURVEY.COM | |
| STOCK ISLAND MARINA VILLAGE A CONDOMINIUM UNIT 6 | | 7009 SHRIMP ROAD SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA | |
| JOB #: | 9681-2 | SCALE: | AS SHOWN |
| DATE: | 04/16/2015 | BY: | S.A.M. |
| CHECKED: | K.M.C. | F.B.: | - PG. - |
| SHEET | 35 | OF | 60 |

P.O.C.
NORTHWEST CORNER OF BLOCK 57
MCDONALD'S PLAT OF PART OF
STOCK ISLAND
(P.B. 1, PG. 55, M.C.R.)



ABBREVIATION LEGEND:

- A = Central Angle
- L = Arc Length
- M.C.R. = Monroe County Records
- P.B. = Plat Book
- PG. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R = Radius
- R/W = Right-of-Way
- S.F. = Square Feet

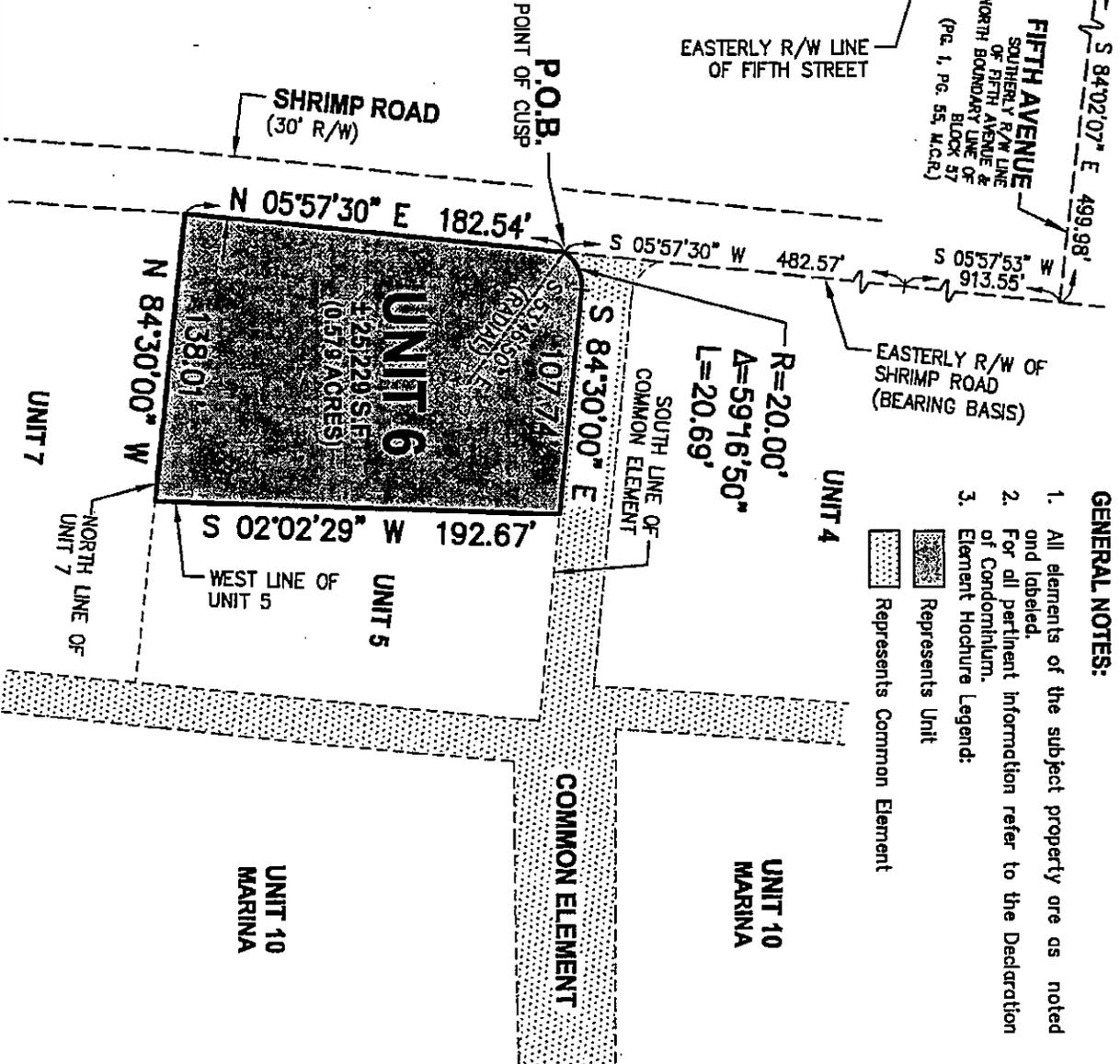
FIFTH STREET

FIFTH AVENUE
SOUTHERLY R/W LINE
OF FIFTH AVENUE &
NORTH BOUNDARY LINE OF
BLOCK 57
(Pg. 1, Pg. 55, M.C.R.)

EASTERLY R/W LINE
OF FIFTH STREET

P.O.B.
POINT OF CUSP

SHRIMP ROAD
(30' R/W)



- GENERAL NOTES:**
1. All elements of the subject property are as noted and labeled.
 2. For all pertinent information refer to the Declaration of Condominium.
 3. Element Hatched Legend:
 - Represents Unit
 - Represents Common Element

REVISIONS

| REVISIONS | DATE | BY |
|----------------------|----------------|----|
| REMOVED PER COMMENTS | 7/30/15 S.A.M. | |



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2694, FAX (561) 394-7125
WWW.AVIROM-SURVEY.COM

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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 6

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 26 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | PG. |
| SHEET | 36 OF 60 |

LAND DESCRIPTION:

UNIT 7:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

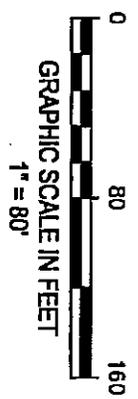
COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 665.11 feet to the south line of Unit 6, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING; thence S 84°30'00" E along the south line of said Unit 6 and the south line of Unit 5, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 226.35 feet to the west line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 05°46'15" W along the west line of said Common Element, 157.50 feet to the north line of said Common Element (the following three courses being along said north line); thence S 89°31'30" W, 184.26 feet; thence N 42°41'02" W, 21.50 feet; thence S 89°31'30" W, 22.50 feet to the easterly right-of-way line of Public Right-of-Way Tract 2 of Shrimp Road as recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida; thence N 04°02'04" E along said easterly right-of-way line of Public Right-of-Way Tract 2, a distance of 156.78 feet; thence N 05°57'30" E continuing along the easterly right-of-way line of said Shrimp Road, 7.96 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 37,401 square feet (0.859 acres), more or less.

Doc# 2063312
Bk# 2781 Pg# 1401

| | | | | | | | |
|----------------------|-----------------|---|--|--|--|-------------------------|--|
| REVISIONS | | AVIROM & ASSOCIATES, INC. | | STOCK ISLAND MARINA VILLAGE | | JOB #: 9681-2 | |
| REVISED PER COMMENTS | 7/30/15 S.A.M. | SURVEYING & MAPPING | | A CONDOMINIUM | | SCALE: AS SHOWN | |
| REVISED DESC. UNIT 7 | 12/09/15 S.A.M. | 50 S.W. 2ND AVENUE, SUITE 102 | | UNIT 7 | | DATE: 04/16/2015 | |
| | | BOCA RATON, FLORIDA 33432 | | 7009 SHRIMP ROAD | | BY: S.A.M. | |
| | | TEL. (561) 392-2594, FAX (561) 394-7125 | | SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST | | CHECKED: K.M.C. | |
| | | WWW.AVIROM-SURVEY.COM | | STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA | | F.B.: - PG. - | |
| | |  | | | | SHEET 37 OF 60 | |
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P.O.C.
NORTHWEST CORNER OF BLOCK 57
MCDONALD'S PLAT OF PART OF
STOCK ISLAND
(P.B. 1, PG. 55, M.C.R.)



ABBREVIATION LEGEND:

- A = Central Angle
- L = Arc Length
- M.C.R. = Monroe County Records
- P.B. = Plat Book
- PG. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R = Radius
- R/W = Right-of-Way
- S.F. = Square Feet

REVISIONS

| REVISED PER COMMENTS | DATE |
|----------------------|-----------------|
| 7/30/15 S.A.M. | 7/30/15 S.A.M. |
| 12/09/15 S.A.M. | 12/09/15 S.A.M. |



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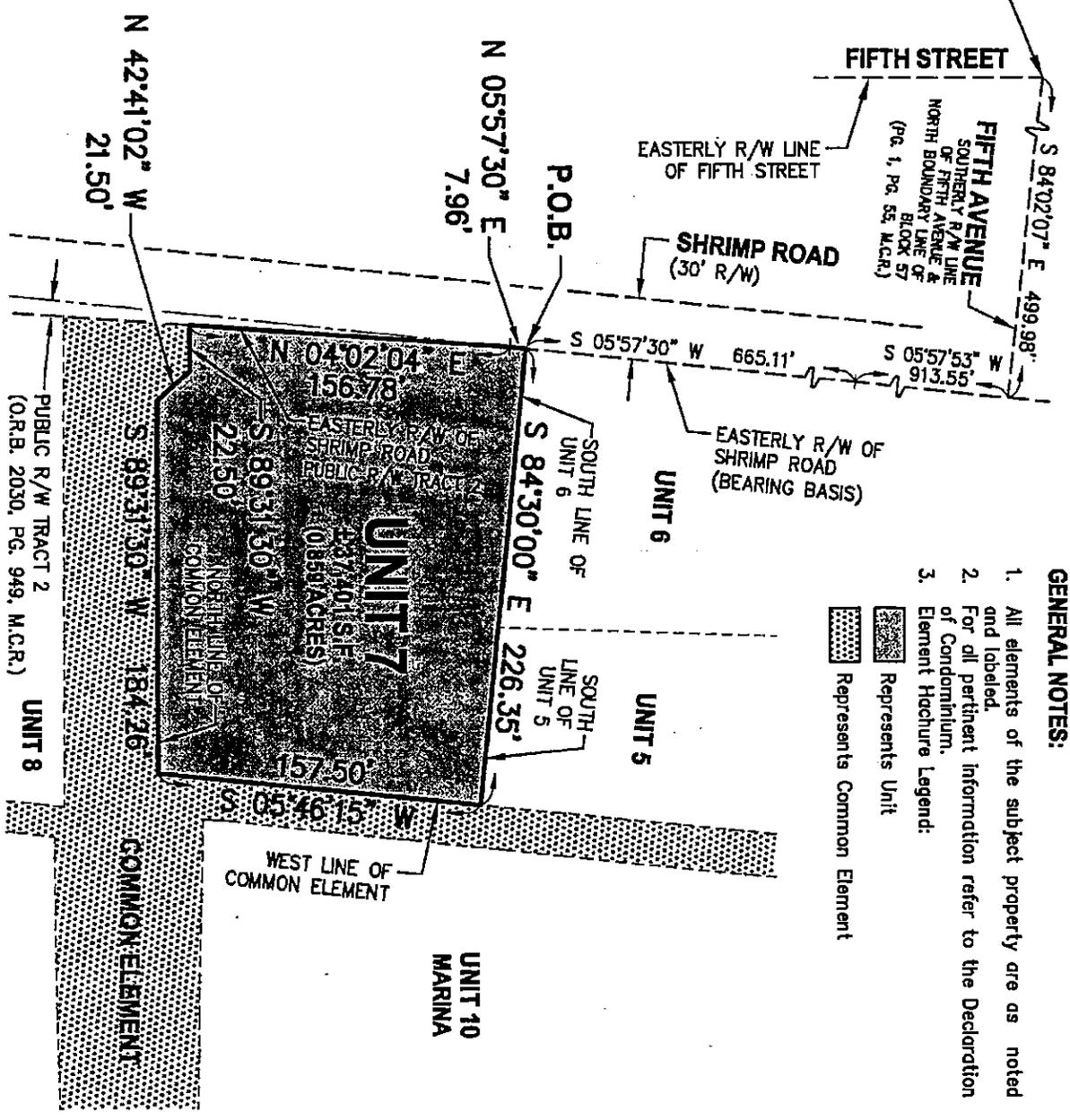
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 7

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

JOB #: 9681-2
SCALE: 1" = 80'
DATE: 04/16/2015
BY: S.A.M.
CHECKED: K.M.C.

F.B. - PG. -
SHEET 38 OF 60



GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:

- Represents Unit
- Represents Common Element

LAND DESCRIPTION:

UNIT 8:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 673.07 feet; thence S 04°02'04" W along the easterly right-of-way line of Public Right-of-Way Tract 2 of Shrimp Road as recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida, a distance of 217.89 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING; thence N 89°31'30" E along the south line of said Common Element, 241.71 feet to the west line of said Common Element; thence S 05°59'09" W along the west line of said Common Element, 240.68 feet to the north line of Unit 9, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 83°48'16" W along the north line of said Unit 9, a distance of 232.93 feet to the easterly right-of-way line of said Public Right-of-Way Tract 2 of Shrimp Road; thence N 04°02'04" E along said easterly right-of-way line of said Public Right-of-Way Tract 2, a distance of 212.75 feet to the POINT OF BEGINNING.

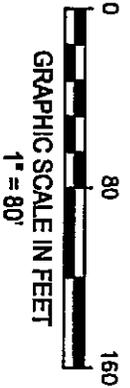
Said lands lying and situate in Monroe County, Florida, containing 53,663 square feet (1.232 acres), more or less.

Doc# 2063312
Bkn 2781 Pgn 1403

| | | | | | |
|----------------------|-----------------|---|---|---|---|
| REVISIONS | |  | AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL (561) 392-2894, FAX (561) 394-7125 WWW.AVIROM-SURVEY.COM | STOCK ISLAND MARINA VILLAGE A CONDOMINIUM UNIT 8 7009 SHRIMP ROAD SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA. | JOB #: 9681-2 SCALE: AS SHOWN DATE: 04/16/2015 BY: S.A.M. CHECKED: K.M.C. F.B. - PG. - SHEET 39 OF 60 |
| REVISED PER COMMENTS | 7/30/15 S.A.M. | | | | |
| REVISED DESC. UNIT 8 | 12/09/15 S.A.M. | | | | |

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Doc# 2063312
Bk# 2781 Pg# 1404



P.O.C.
NORTHWEST CORNER OF BLOCK 57
MCDONALD'S PLAT OF PART OF
STOCK ISLAND
(P.B. 1, PG. 55, M.C.R.)

FIFTH STREET

FIFTH AVENUE
SOUTHERLY R/W LINE
OF FIFTH AVENUE &
NORTH BOUNDARY LINE OF
BLOCK 57
(Pg. 1, PG. 55, M.C.R.)

EASTERLY R/W LINE
OF FIFTH STREET

SHRIMP ROAD
(30' R/W)

P.O.B.

S 04°02'04" W
217.89'

S 05°57'30" W
673.07'

S 05°57'53" W
913.55'

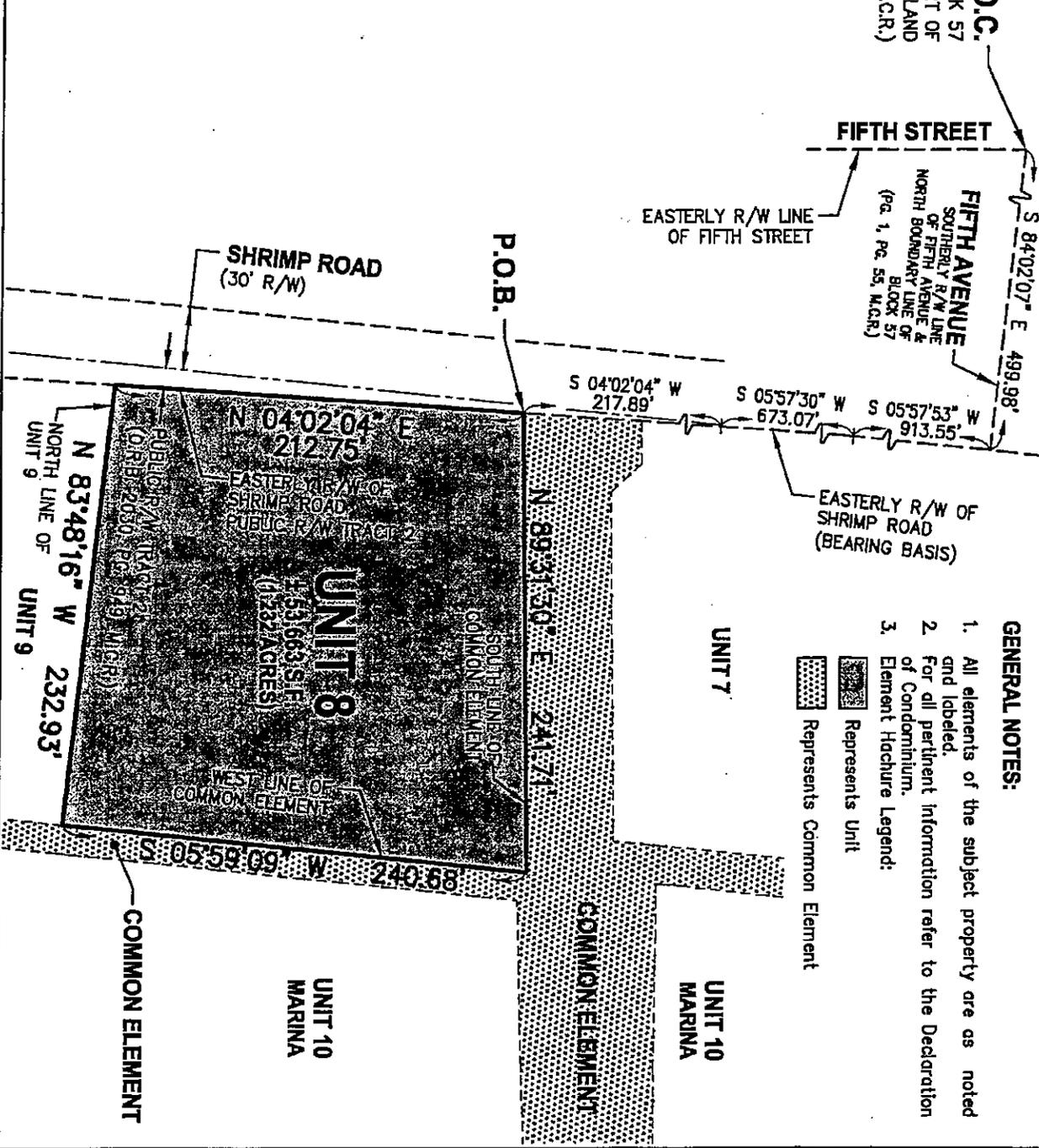
EASTERLY R/W OF
SHRIMP ROAD
(BEARING BASIS)

GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:

-  Represents Common Element
-  Represents Unit

- ABBREVIATION LEGEND:**
- A = Central Angle
 - L = Arc Length
 - M.C.R. = Monroe County Records
 - P.B. = Plat Book
 - PG. = Page
 - P.O.B. = Point of Beginning
 - P.O.C. = Point of Commencement
 - R = Radius
 - R/W = Right-of-Way
 - S.F. = Square Feet



REVISIONS

| | |
|----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED DESC. UNIT 8 | 12/09/15 S.A.M. |



AVIRON & ASSOCIATES, INC.
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 8

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|------------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. - PG. | - |
| SHEET | 40 OF 60 |

LAND DESCRIPTION:

Doc# 2063312
Bk# 2781 Pg# 1405

UNIT 9:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 673.07 feet; thence S 04°02'04" W along the easterly right-of-way line Public Right-of-Way Tract 2 of Shrimp Road as recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida, a distance of 430.64 feet to the south line of Unit 8, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING; thence S 83°48'16" E along the south line of said Unit 8, a distance of 232.93 feet to the west line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM (the following two courses being along said west line); thence S 05°59'09" W, 76.99 feet; thence S 30°40'20" E, 17.88 feet to the south line of said Common Element (the following six courses being along said south line); thence S 89°57'49" E, 30.09 feet; thence S 80°17'05" E, 9.47 feet; thence S 67°29'34" E, 24.98 feet; thence N 56°14'45" E, 18.06 feet; thence N 83°29'52" E, 22.88 feet; thence S 88°11'43" E, 28.19 feet; thence S 07°55'28" W departing the south line of said Common Element, 119.05 feet to the northerly right-of-way line of said Public Right-of-Way Tract 2 of Shrimp Road; thence N 84°02'53" W along the northerly right-of-way line of said Public Right-of-Way Tract 2, a distance of 287.99 feet to the point of curvature of a curve, concave to the northeast, having a radius of 75.00 feet and a central angle 88°04'57"; thence northwesterly along the arc of said curve also being the northeasterly right-of-way line of said Public Right-of-Way Tract 2, a distance of 115.30 feet to a point of tangency; thence N 04°02'04" E along the easterly right-of-way line of said Public Right-of-Way Tract 2, a distance of 125.01 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 59,104 square feet (1.357 acres), more or less.

| | | | | |
|-------------------------------------|--|--|--|------------------------|
| REVISIONS | |  <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 80 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL (561) 392-2594, FAX (561) 394-7125 WWW.AVIROM-SURVEY.COM</p> <p><small>©2015 AVIROM & ASSOCIATES, INC. All rights reserved. This project is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small></p> | <p>STOCK ISLAND MARINA VILLAGE A CONDOMINIUM UNIT 9</p> <p>7009 SHRIMP ROAD SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.</p> | JOB #: 9681-2 |
| REvised PER COMMENTS 7/30/15 S.A.M. | | | | SCALE: AS SHOWN |
| | | DATE: 04/16/2015 | BY: S.A.M. | |
| | | CHECKED: K.M.C. | F.B.: PG. - | |
| | | SHEET 41 OF 60 | | |

P.O.C.

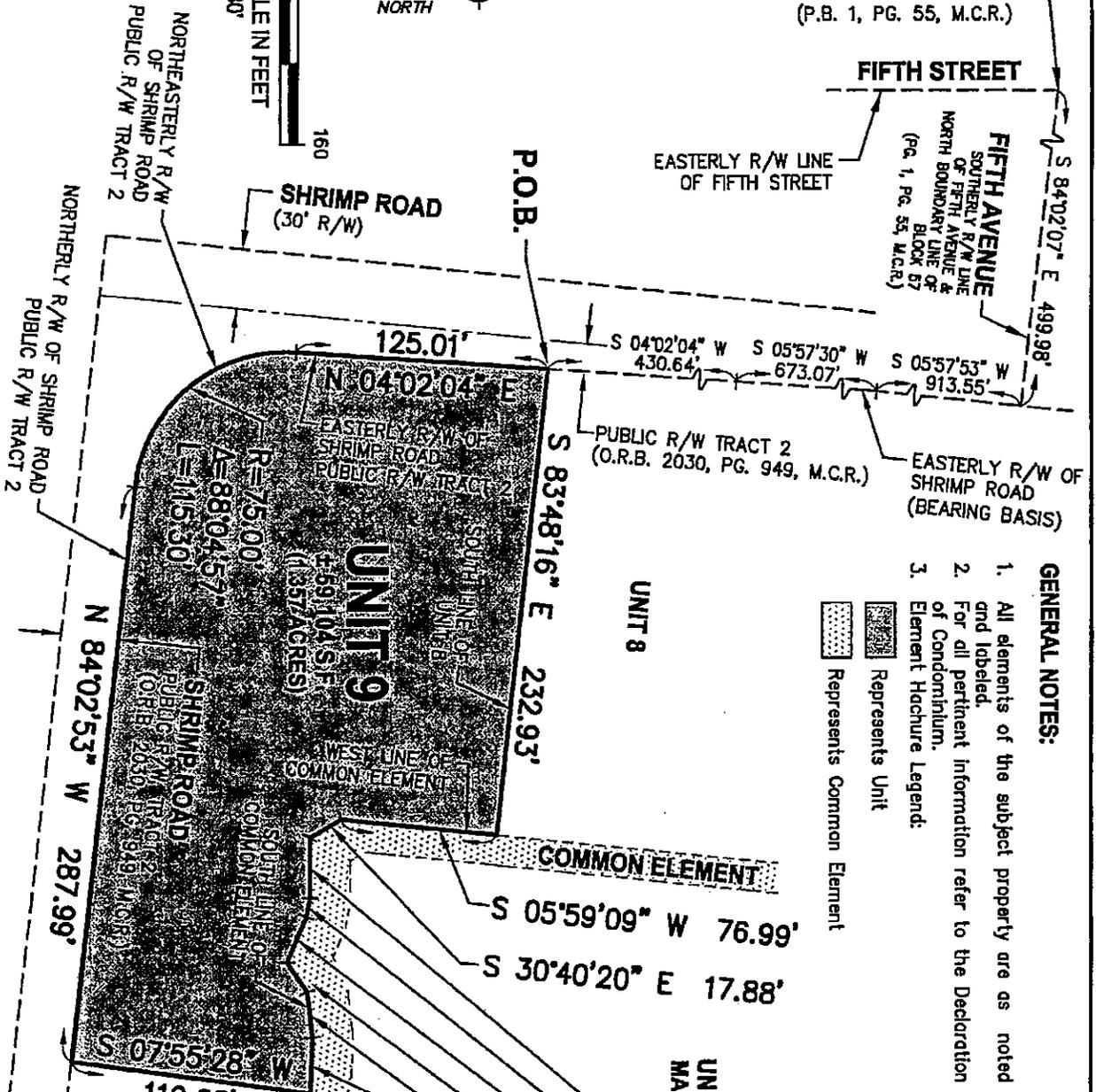
NORTHWEST CORNER OF BLOCK 57
McDONALD'S PLAT OF PART OF
STOCK ISLAND
(P.B. 1, PG. 55, M.C.R.)



FIFTH STREET

FIFTH AVENUE
SOUTHERLY R/W LINE
OF FIFTH AVENUE &
NORTH BOUNDARY LINE OF
BLOCK 57
(Pg. 1, PG. 55, M.C.R.)

EASTERLY R/W LINE
OF FIFTH STREET



GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:

- Represents Common Element
- Represents Unit

ABBREVIATION LEGEND:

- Δ = Central Angle
- L = Arc Length
- M.C.R. = Monroe County Records
- P.B. = Plat Book
- Pg. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R = Radius
- R/W = Right-of-Way
- S.F. = Square Feet

REVISIONS

| | |
|----------------------|----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| | |
| | |
| | |
| | |



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WWW.AVIROM-SURVEY.COM

STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 9
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/18/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | PG. |
| SHEET | 42 OF 60 |

NOT INCLUDED

UNIT 10:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 699.82 feet to the north line of an Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida; thence S 84°02'07" E along the north line of said Ingress/Egress Easement and its easterly extension, 920.00 feet; thence S 83°54'54" E, 255.03 feet; thence S 05°47'25" E, 265.97 to the POINT OF BEGINNING; thence continue S 05°47'25" E, 392.29 feet; thence N 81°44'33" E, 132.19 feet; thence S 08°15'27" E, 959.43 feet; thence N 84°02'07" W, 393.85 feet to a point on a Mean High Water Line (the following sixty seven courses being along said Mean High Water Line, having an elevation of -0.34 feet, NAVD 1988); thence N 08°33'02" E, 25.26 feet; thence N 01°03'10" W, 36.70 feet; thence N 16°11'45" W, 18.64 feet; thence N 01°20'32" W, 27.71 feet; thence N 05°48'23 E, 27.11 feet; thence N 07°24'12" W, 86.16 feet; thence N 11°54'19" E, 34.64 feet; thence N 09°22'05" W, 27.51 feet; thence N 57°40'41" W, 4.94 feet; thence N 84°56'08" W, 14.50 feet; thence N 61°03'44" W, 14.78 feet; thence S 85°47'17" W, 117.62 feet; thence S 83°15'58" W, 26.59 feet; thence N 85°01'19" W, 21.47 feet; thence S 80°37'17" W, 8.06 feet; thence N 75°44'52" W, 11.67 feet; thence S 86°09'28" W, 82.77 feet; thence S 89°59'29" W, 40.54 feet; thence N 64°26'30" W, 6.15 feet; thence S 88°41'05" W, 60.16 feet; thence S 79°29'50" W, 36.47 feet; thence N 88°07'58" W, 57.82 feet; thence N 86°26'25" W, 91.35 feet; thence S 88°24'02" W, 97.85 feet; thence S 81°39'19" W, 76.27 feet; thence S 86°43'16" W, 75.93 feet; thence S 81°33'16" W, 23.73 feet to the northeast corner of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM (the following eight courses being along the north line of said Common Element); thence N 74°51'39" W, 2.11 feet; thence N 88°11'43" W, 29.69 feet; thence S 83°29'52" W, 29.18 feet; thence S 56°14'45" W, 12.22 feet; thence N 67°29'34" W, 16.53 feet; thence N 80°17'05" W, 13.41 feet; thence N 89°57'49" W, 20.40 feet; thence N 30°40'20" W, 7.83 feet; thence N 06°37'18" W along the east line of said Common Element, 2.04 feet to the wetface of a seawall also being the east line of said Common Element; thence N 05°59'09"E along the wetface of a seawall and the east line of said Common Element, 299.46 feet to the south line of said Common Element (the following six courses being along the wetface of a seawall also being the south line of said Common Element); thence N 88°30'32" E, 748.71 feet; thence S 52°55'54" E, 23.70 feet; thence N 89°23'00" E, 91.29 feet; thence N 87°38'10" E, 48.07 feet; thence N 83°55'48" E, 48.63 feet; thence N 50°54'35" E, 5.16 feet to the east line of said Common Element; thence N 02°53'21" E along the wetface of a seawall and the east line of said Common Element, 35.52 feet; thence N 03°23'55" W continuing along the east line of said Common Element, 29.49 feet to the north line of said Common Element (the following five courses being along the north line of said Common Element); thence S 89°33'16" W, 21.15 feet; thence N 85°08'37" W, 29.48 feet; thence S 84°31'30" W, 56.30 feet; thence S 69°02'20" W, 28.36 feet; thence S 83°38'34" W, 31.39 feet to the wetface of a seawall

REVISIONS

| | |
|----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED ACREAGE TAB | 8/7/15 S.A.M. |
| REVISED SKETCH | 12/22/15 S.A.M. |



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM

UNIT 10

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

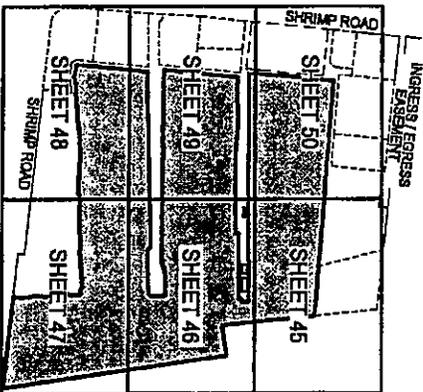
| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | AS SHOWN |
| DATE: | 04/18/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | PG. |
| SHEET: | 43 OF 60 |

LAND DESCRIPTION (UNIT 10 CONTINUED):

(the following seventeen courses being along the wetface of seawalls); thence N 89°31'17" W along the north line of said Common Element, 803.01 feet to the east line of said Common Element; thence N 05°46'15" E along the east line of said Common Element, 315.58 feet to the south line of said Common Element (the following five courses being along the south line of said Common Element); thence N 89°02'40" E, 210.53 feet; thence S 85°05'55" E, 101.99 feet; thence S 88°58'31" E, 120.67 feet; thence N 89°54'58" E, 177.24 feet; thence N 88°48'15" E, 60.45 feet to the east line of said Common Element; thence N 00°28'42" W along the east line of said Common Element, 12.39 feet to the south line of said Common Element; thence N 89°24'17" E along the south line of said Common Element, 281.00 feet to the east line of said Common Element; thence N 00°28'03" E along the east line of said Common Element, 12.41 feet to the south line of said Common Element; thence N 89°19'13" E along the south line of said Common Element, 27.37 feet to the north line of said Common Element; thence S 89°54'21" W along the north line of said Common Element, 978.90 feet to the east line of said Common Element; thence N 03°57'08" E along the east line of said Common Element, 84.91 feet; thence N 05°24'43" E continuing along the east line of said Common Element, 276.65 feet to the south line of said Common Element; thence S 85°29'39" E along the south line of said Common Element, 489.82 feet to the southeast corner of said Common Element; thence continue S 85°29'39" E along the easterly extension of the south line of said Common Element, 309.84 feet to the southeast corner of said wetface of seawall; thence continue S 85°29'39" E, 209.55 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 1,234,120 square feet (28.331 acres), more or less.

**KEY SHEET
(NOT TO SCALE)**



Doc# 2063312
Bk# 2781 Pg# 1408

| | |
|----------------------|-----------------|
| REVISIONS | |
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED ACREAGE TAB | 8/17/15 S.A.M. |
| REVISED SKETCH | 12/22/15 S.A.M. |

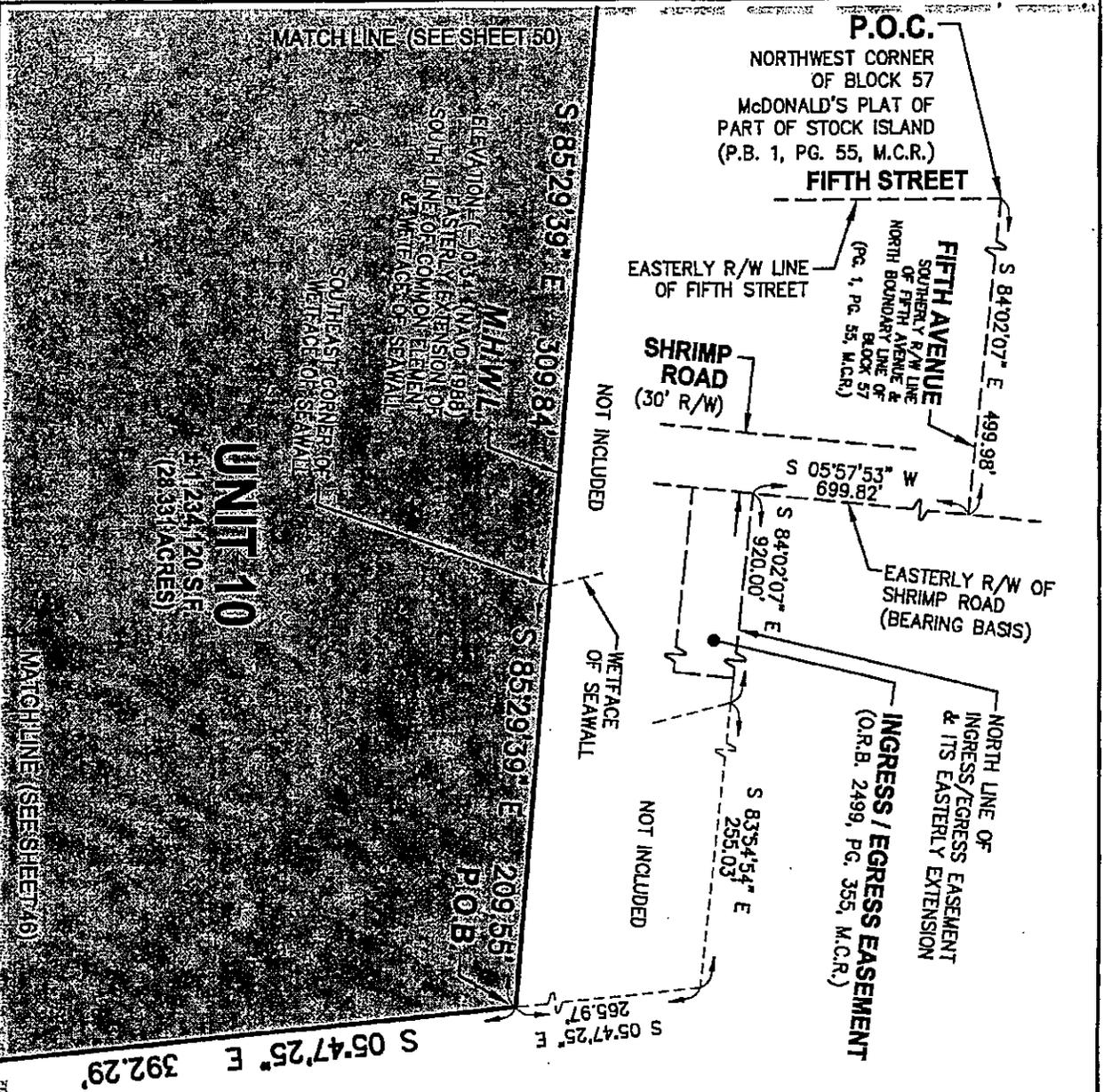


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**STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 10**
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | AS SHOWN |
| DATE: | 04/18/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. PG. | - - |
| SHEET | 44 OF 60 |

P.O.C.
 NORTHWEST CORNER
 OF BLOCK 57
 McDONALD'S PLAT OF
 PART OF STOCK ISLAND
 (P.B. 1, PG. 55, M.C.R.)

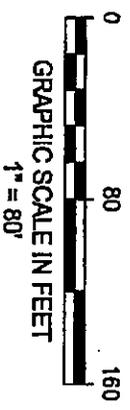


Doc# 2053312
 Bk# 2781 Pg# 1409

GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:

- Represents Unit
- Represents Common Element
- Represents Limited Common Element



ABBREVIATION LEGEND:

- L.C.E. = Limited Common Element
- M.C.R. = Monroe County Records
- M.H.W.L. = Mean High Water Line
- N.A.Y.D. = North American Vertical Datum
- O.R.B. = Official Records Book
- P.B. = Plat Book
- PG. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R/W = Right-of-Way
- S.F. = Square Feet

REVISIONS

| | |
|----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED ACORAGE TAB | 8/17/15 S.A.M. |
| REVISED SKETCH | 12/22/15 S.A.M. |



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STOCK ISLAND MARINA VILLAGE
 A CONDOMINIUM
 UNIT 10

7009 SHRIMP ROAD
 SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
 STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | PG. |
| SHEET | 45 OF 60 |

SN8915421" W 978190'

MATCHLINE (SEESHEET 46)

Element Hachure Legend:

M.H.W.L.
ELEVATION NORTH LINE OF COMMON ELEMENT & METEAGE OF SEAWALL

COMMON ELEMENT

L.C.E.

L.C.E.

- Represents Unit
- Represents Common Element
- Represents Limited Common Element

N 81°44'33" E
132.19'

N 88°48'15" E
60.45'
N 00°28'42" W
12.39'

N 89°24'17" E 281.00'

GRAPHIC SCALE (IN FEET)

1" = 80'

ELEVATION (±) 103.4' (NAVD 1988)
NORTH LINE OF COMMON ELEMENT
& METEAGE OF SEAWALL

ELEVATION (±) 103.4' (NAVD 1988)
SOUTH LINE OF COMMON ELEMENT
& METEAGE OF SEAWALL

ELEVATION (±) 103.4' (NAVD 1988)
EAST LINE OF COMMON ELEMENT
N 00°28'03" E 13.47'

ELEVATION (±) 103.4' (NAVD 1988)
SOUTH LINE OF COMMON ELEMENT
N 89°19'13" E 12.44'

ELEVATION (±) 103.4' (NAVD 1988)
EAST LINE OF COMMON ELEMENT
N 00°25'55" E 27.37'

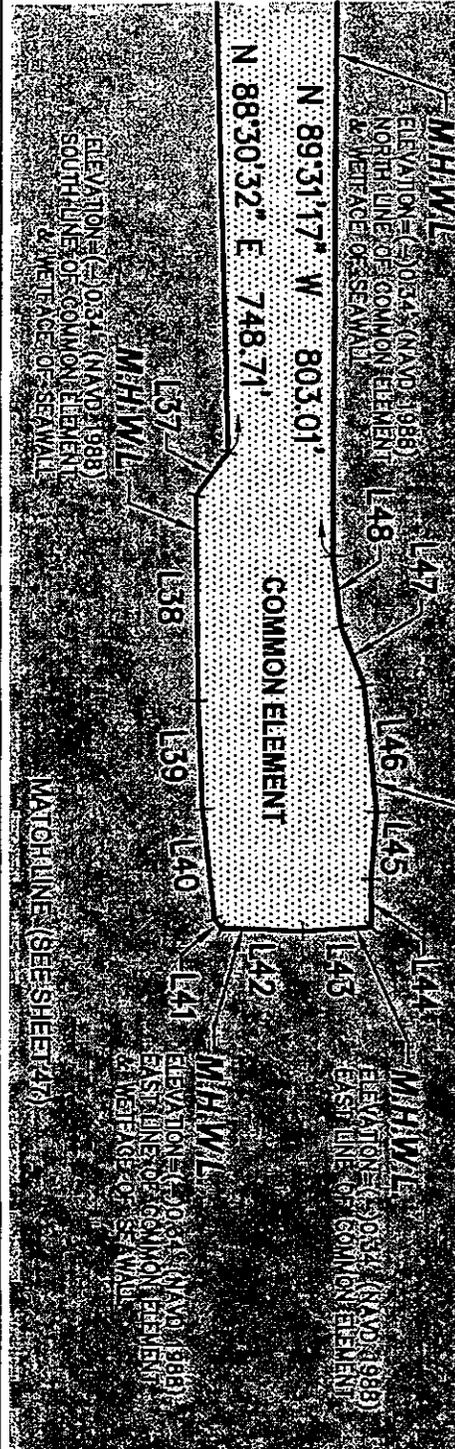
UNIT 10
E 112°34'20" S
(281.331 AGRES)

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L37 | S 52°58'54" E | 23.70' |
| L38 | N 89°23'00" E | 91.29' |
| L39 | N 87°38'10" E | 48.07' |
| L40 | N 83°58'48" E | 48.63' |
| L41 | N 50°54'35" E | 5.16' |
| L42 | N 02°53'21" E | 35.52' |
| L43 | N 03°23'55" W | 29.49' |
| L44 | S 89°33'16" W | 21.15' |
| L45 | N 85°08'57" W | 29.48' |
| L46 | S 84°31'30" W | 56.30' |
| L47 | S 69°02'20" W | 28.36' |
| L48 | S 83°36'34" W | 31.39' |

MATCH LINE (SEE SHEET 49)

ABBREVIATION LEGEND

- L.C.E. = Limited Common Element
- M.H.W.L. = Mean High Water
- N.A.V.D. = North American Vertical Datum
- O.R.B. = Official Record Book
- P.B. = Plot Book
- P.C. = Point
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- S.F. = Square Feet



Doc# 2053312
Bk# 2781 Pg# 1410

S 08°15'27" E
959.43'

REVISIONS

| REVISIONS | DATE | BY |
|-----------------------|-----------------|----|
| REVERSED PER COMMENTS | 7/30/15 S.A.M. | |
| REVERSED ACREAGE TAB | 8/17/15 S.A.M. | |
| REVERSED SKEWCH | 12/22/15 S.A.M. | |



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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 10

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

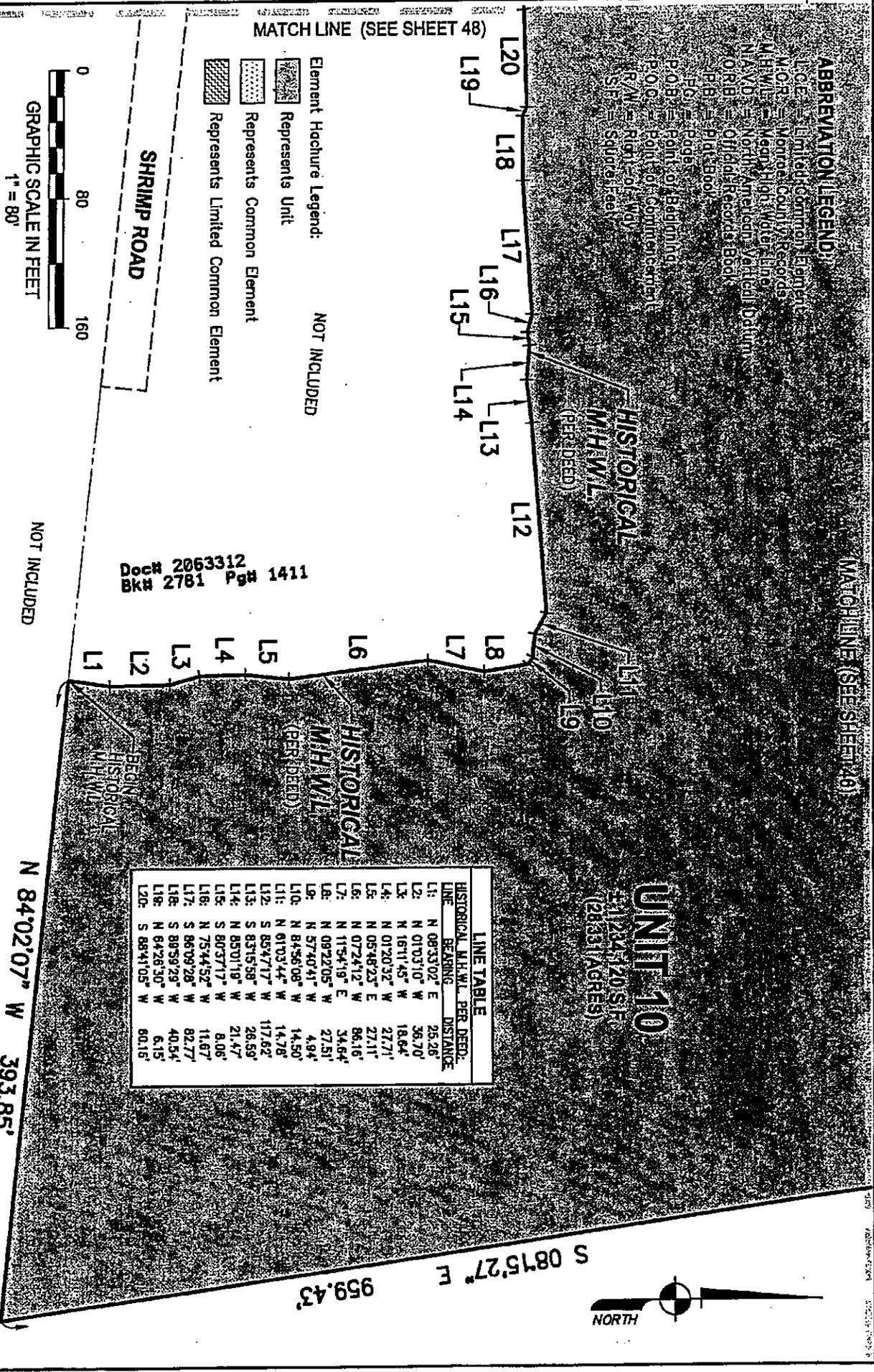
| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/18/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | - PG. - |
| SHEET | 46 OF 60 |

ABBREVIATION LEGEND:

- L.C.E. = Limited Common Element
- M.O.R. = Monroe County Records
- M.H.W.L. = Mean High Water Line
- N.A.V.D. = North American Vertical Datum
- O.R.B. = Official Records Book
- P.B. = Plat Book
- P.G. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R/N = Right of Way
- S.F. = Square Feet

MATCHLINE (SEE SHEET 46)

MATCH LINE (SEE SHEET 48)



Doc # 2063312
Pg # 1411
2781

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1: | N 08°33'02" E | 25.26' |
| L2: | N 01°03'10" W | 36.70' |
| L3: | N 16°11'45" W | 18.64' |
| L4: | N 01°20'32" W | 27.71' |
| L5: | N 05°48'23" E | 27.11' |
| L6: | N 07°24'12" W | 86.16' |
| L7: | N 11°54'19" E | 34.64' |
| L8: | N 09°22'05" W | 27.51' |
| L9: | N 57°40'41" W | 4.94' |
| L10: | N 84°56'08" W | 14.50' |
| L11: | N 01°03'44" W | 14.78' |
| L12: | S 85°47'17" W | 117.62' |
| L13: | S 83°15'58" W | 26.59' |
| L14: | N 85°01'19" W | 21.47' |
| L15: | S 80°37'17" W | 8.06' |
| L16: | N 75°44'52" W | 11.67' |
| L17: | S 86°09'28" W | 82.77' |
| L18: | S 89°39'29" W | 40.54' |
| L19: | N 84°28'30" W | 6.15' |
| L20: | S 88°41'05" W | 60.16' |

- Element Hachure Legend:**
- Represents Unit
 - Represents Common Element
 - Represents Limited Common Element

GRAPHIC SCALE IN FEET
1" = 80'

NOT INCLUDED

N 84°02'07" W 393.85'

S 081°5'27" E 959.43'



REVISIONS

| REVISIONS | DATE | BY |
|----------------------|-----------------|----|
| REVISED PER COMMENTS | 7/30/15 S.A.M. | |
| REVISED ACREAGE TAB | 8/17/15 S.A.M. | |
| REVISED SKETCH | 12/22/15 S.A.M. | |



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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 10

7009 SHRIMP ROAD
SECTION 36, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

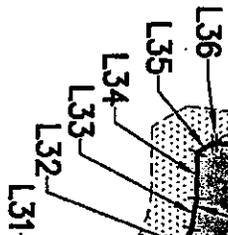
| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/18/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | PG. |
| SHEET | 47 OF 60 |

SHRIMP ROAD

UNIT 8

Doc# 2063312
BKH 2781
Pg. 1412

UNIT 9



N 05°59'09" E 299.46'

MATCHLINE (SEE SHEET 9)

M.H.W.L.
ELEVATION (2004) (N.A.V.D. 1988)
EAST LINE OF COMMON ELEMENT
& INTERFACE OF SEAWALL

UNIT 10
511234120 S.F.
(28,331 ACRES)

M.H.W.L.
ELEVATION (2004) (N.A.V.D. 1988)
ASSOCIATED WITH JULY 15, 2014
NORTH LINE OF COMMON ELEMENT

HISTORICAL
M.H.W.L.
(PER DEED)

| LINE TABLE | | |
|---|---------------|----------|
| HISTORICAL M.H.W.L. PER DEED | BEARING | DISTANCE |
| L21 | S 79°28'50" W | 36.47' |
| L22 | N 88°07'58" W | 57.82' |
| L23 | N 86°26'25" W | 91.35' |
| L24 | S 88°24'02" W | 97.85' |
| L25 | S 81°39'18" W | 76.27' |
| L26 | S 88°43'18" W | 75.83' |
| L27 | S 81°35'16" W | 23.73' |
| M.H.W.L. ELEVATION (2004) (N.A.V.D. 1988) | | |
| L28 | N 74°51'39" W | 2.11' |
| L29 | N 88°11'43" W | 29.69' |
| L30 | S 83°28'52" W | 29.18' |
| L31 | S 50°14'45" W | 12.22' |
| L32 | N 87°28'34" W | 16.53' |
| L33 | N 80°17'05" W | 13.41' |
| L34 | N 88°57'49" W | 20.40' |
| L35 | N 30°40'20" W | 7.83' |
| L36 | N 05°37'18" W | 2.04' |

NORTHEAST CORNER OF
COMMON ELEMENT
& TERMINUS OF
HISTORICAL M.H.W.L.

NOT INCLUDED

SHRIMP ROAD

MATCH LINE (SEE SHEET 47)

ABBREVIATION LEGEND:

- L.C.E. = Limited Common Element
- M.C.R. = Monroe County Records
- M.H.W.L. = Mean High Water Line
- N.A.V.D. = North American Vertical Datum
- O.R.B. = Official Records Book
- P.B. = Plat Book
- PG. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R/W = Right-of-Way
- S.F. = Square Feet



- Element Hachure Legend:
- Represents Unit
 - Represents Common Element
 - Represents Limited Common Element

REVISIONS

| REVISIONS | DATE | BY |
|----------------------|-----------------|----|
| REMOVED PER COMMENTS | 7/30/15 S.A.M. | |
| REMOVED ACREAGE TAB | 8/17/15 S.A.M. | |
| REMOVED SKETCH | 12/22/15 S.A.M. | |



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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM

UNIT 10

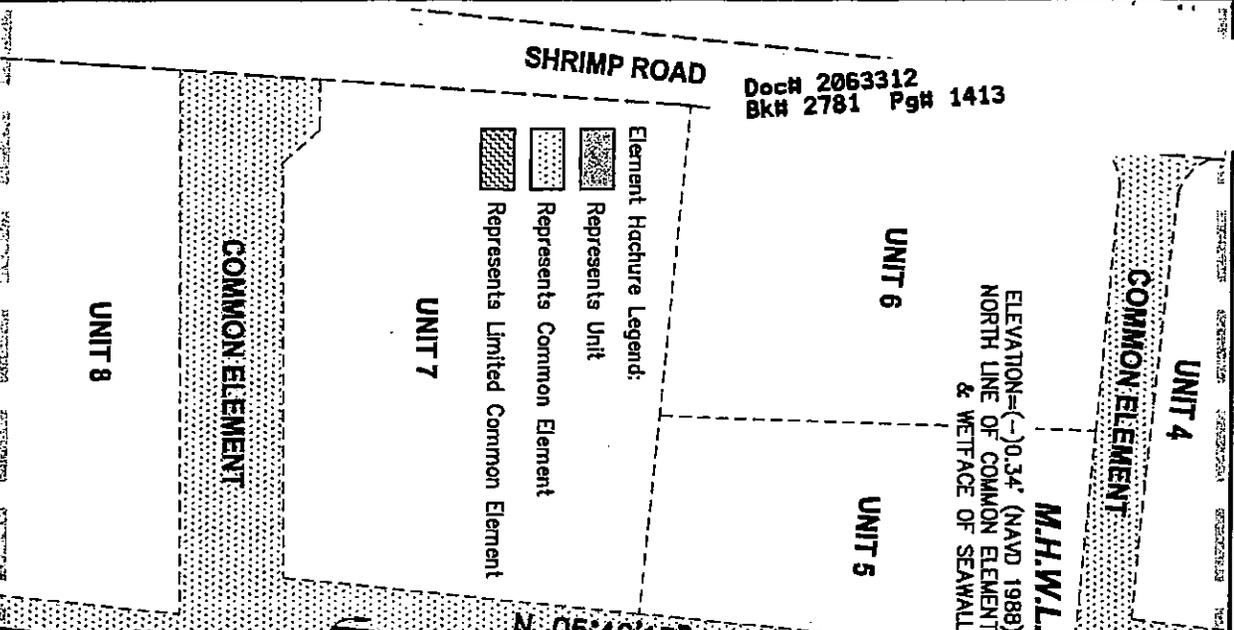
7009 SHRIMP ROAD

SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | PG. |
| SHEET | 48 OF 60 |

SHRIMP ROAD

- Element Hachure Legend:
- Represents Unit
 - Represents Common Element
 - Represents Limited Common Element



UNIT 4

COMMON ELEMENT

ELEVATION=(-)0.34' (NAVD 1988)
NORTH LINE OF COMMON ELEMENT
& WETFACE OF SEAWALL

UNIT 6

UNIT 5

UNIT 7

COMMON ELEMENT

UNIT 8

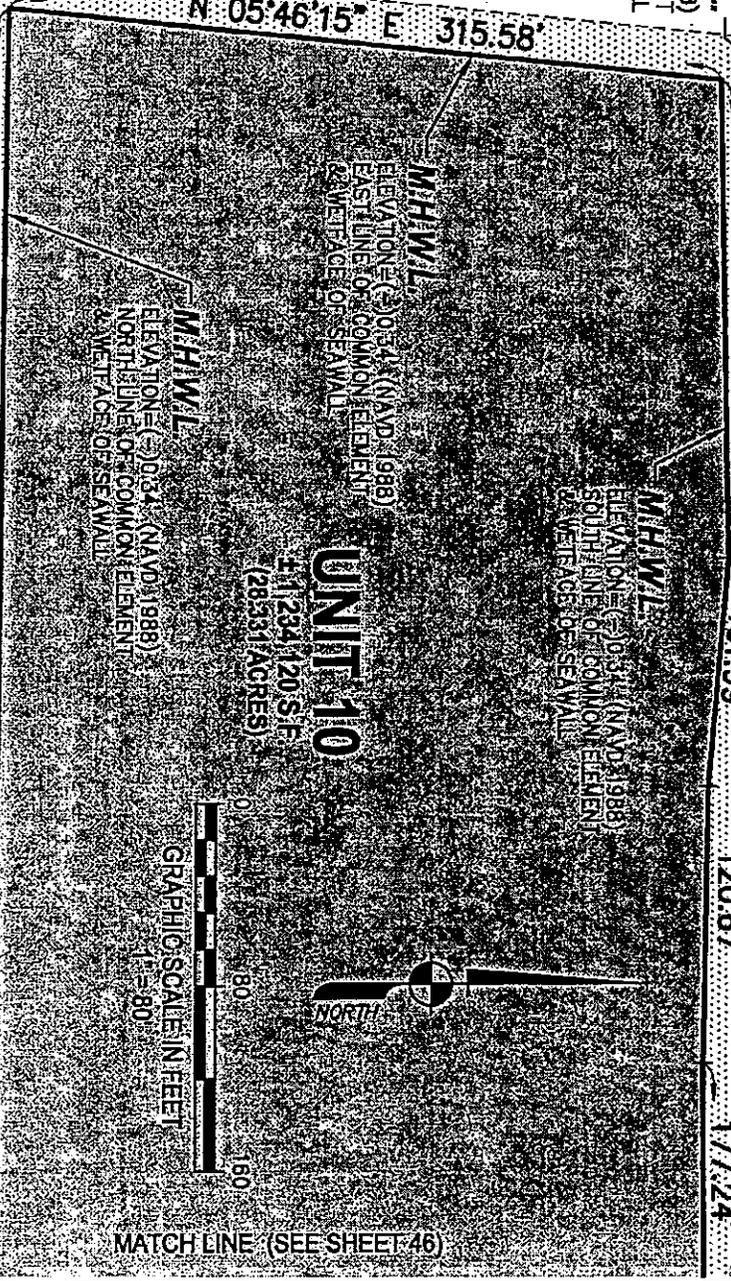
N 05°46'15" E 315.58'

MATCH LINE (SEE SHEET 50) S 89°54'21" W 978.90'

N 89°02'40" E 210.53'

S 85°05'55" E S 88°58'31" E N 89°54'58" E
101.99' 120.67' 177.24'

COMMON ELEMENT



UNIT 10
41,234.120 S.F.
(28,331 ACRES)

ELEVATION=(-)0.34' (NAVD 1988)
EAST LINE OF COMMON ELEMENT
& WETFACE OF SEAWALL

ELEVATION=(-)0.34' (NAVD 1988)
SOUTH LINE OF COMMON ELEMENT
& WETFACE OF SEAWALL

ELEVATION=(-)0.34' (NAVD 1988)
NORTH LINE OF COMMON ELEMENT
& WETFACE OF SEAWALL

ELEVATION=(-)0.34' (NAVD 1988)
SOUTH LINE OF COMMON ELEMENT
& WETFACE OF SEAWALL

N 89°31'17" W 803.01'

N 88°30'32" E 748.71'

COMMON ELEMENT

GRAPHIC SCALE IN FEET
1" = 80'



MATCH LINE (SEE SHEET 46)

ABBREVIATION LEGEND:

- FC = Unit 10 Common Element
- MC = Monroe County Records
- NC = North American Vertical Datum
- OR = Official Records Book
- P.B. = Plot Book
- P.C. = Page
- P.O.B. = Point of Beginning
- P.O.S. = Point of Commencement
- R/W = Right-of-Way
- S.F. = Square Feet

REVISIONS

| | |
|-----------------------|-----------------|
| REVISIONS | 7/30/15 S.A.M. |
| REMOVED PER COMMENTS | 8/17/15 S.A.M. |
| REMOVED AGREEMENT TAB | 12/22/15 S.A.M. |
| REMOVED SKETCH | |



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**STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM**
UNIT 10

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|------------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/18/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. - PG. | - |
| SHEET | 49 OF 60 |

SHRIMP ROAD

NOT INCLUDED

UNIT 3

COMMON ELEMENT

UNIT 4

N 03°57'08" E
84.91'

N 05°24'43" E 276.65'

- Element Hatchure Legend:
-  Represents Unit
 -  Represents Common Element
 -  Represents Limited Common Element

UNIT 2

UNIT 1

NOT INCLUDED

COMMON ELEMENT

S 85°29'59" E 489.82'

MHW/L
ELEVATION (S.D.S. (N.A.D. 1983))
SOUTH LINE OF COMMON ELEMENT
& INTERACE OF SE WALL

MHW/L
ELEVATION (S.D.S. (N.A.D. 1983))
EAST LINE OF COMMON ELEMENT
& INTERACE OF SE WALL

UNIT 10
± 1.1234 (20.51%
(28.331 ACRES)

ABBREVIATION LEGEND:

- LCGE = Limited Common Element
- MOR = Monroe County Records
- MHW/L = Mean High Water Line
- O.R.B. = Official Record Book
- P.B. = Plat Book
- PG = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R.M. = Right-of-Way
- S.E. = Square Feet

MATCH LINE (SEE SHEET 49)



MATCH LINE (SEE SHEET 45)

REVISIONS

| | |
|----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED ACREAGE TAB | 8/17/15 S.A.M. |
| REVISED SKETCH | 12/22/15 S.A.M. |



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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
UNIT 10

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|------------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. - PG. | - |
| SHEET | 50 OF 60 |

LAND DESCRIPTION:

COMMON ELEMENT:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the easterly right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said easterly right-of-way line of Shrimp Road, 94.42 feet to the south line of Unit 3, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING, said point also being a point on a non-tangent curve, concave to the northeast, having a radius of 15.00 feet and a central angle of 40°37'07" (a radial line bears N 46°32'11" E from said point); thence southeasterly along the south line of said Unit 3 and the arc of said curve, a distance of 10.63 feet to a point of tangency; thence S 84°04'56" E continuing along the south line of said Unit 3, a distance of 122.06 feet to the point of curvature of a curve concave to the northwest, having a radius of 30.00 feet and a central angle of 89°56'52"; thence northeasterly along the arc of said curve also being the southeasterly line of said Unit 3, a distance of 47.10 feet; thence N 05°58'13" E along the east line of said Unit 3, a distance of 67.93 feet to the north line of said Unit 3; thence S 84°02'13" E along the easterly extension of the north line of said Unit 3, a distance of 29.84 feet to the west line of Unit 2, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 05°58'13" W along the west line of said Unit 2, a distance of 53.54 feet to the south line of said Unit 2; thence S 85°29'39" E along the south line of said Unit 2 and the south line of Unit 1, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 393.27 feet to the southeast corner of said Unit 1; thence S 85°30'12" E 125.05 feet; thence S 05°27'35" W, 20.11 feet to the wetface of a seawall being the north line of Unit 10, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and a Mean High Water Line (the following thirty nine courses being along said Mean High Water Line, the first sixteen of which also being along the wetface of seawalls); thence N 85°29'39" W along the north line of said Unit 10, a distance of 489.82 feet to the west line of said Unit 10; thence S 05°24'43" W along said west line, 276.65 feet; thence S 03°57'08" W continuing along said west line, 84.91 feet to the south line of said Unit 10; thence N 89°54'21" E along said south line, 978.90 feet to the west line of said Unit 10; thence S 00°25'55" W along said west line, 27.37 feet to the north line of said Unit 10; thence S 89°19'13" W along said north line, 12.41 feet to the west line of said Unit 10; thence S 00°28'03" W along said west line, 13.14 feet to the north line of said Unit 10; thence S 89°24'17" W along said north line of Unit 10, a distance of 281.00 feet to the west line of said Unit 10; thence S 00°28'42" E along said west line of Unit 10, a distance of 12.39 feet to the north line of said Unit 10 (the following five courses being along said north line); thence S 88°48'15" W, 60.45 feet; thence S 89°54'58" W, 177.24 feet; thence N 88°58'31" W, 120.67 feet; thence N 85°05'55" W, 101.99 feet; thence S 89°02'40" W, 210.53 feet to the west line of said Unit 10; thence S 05°46'15" W along said west line, 315.58 feet to the south line of said Unit 10 (the following six courses being along said south line); thence S 89°31'17" E along said south line, 803.01 feet; thence N 83°38'34" E, 31.39 feet; thence N 69°02'20" E, 28.36 feet; thence N 84°31'30" E, 56.30 feet; thence S 85°08'37" E, 29.48 feet; thence N 89°33'16" E, 21.15 feet to west line of said Unit 10; thence

| | | | | |
|----------------------|-----------------|---|--|---|
| REVISIONS | |  <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL: (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com</p> <p><small>© 2015 AVIROM & ASSOCIATES, INC. All rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.</small></p> | <p>STOCK ISLAND MARINA VILLAGE A CONDOMINIUM COMMON ELEMENT</p> <p>7009 SHRIMP ROAD SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA</p> | <p>JOB #: 9681-2 SCALE: AS SHOWN DATE: 04/16/2015 BY: S.A.M. CHECKED: K.M.C. F.B. - PG. - SHEET 51 OF 60</p> |
| REVISED PER COMMENTS | 7/30/15 S.A.M. | | | |
| REVISED DESC. CE | 12/09/15 S.A.M. | | | |
| REVISED DESC. CE | 1/11/16 S.A.M. | | | |

1415
2181
2181
2181
2181

LAND DESCRIPTION (COMMON ELEMENT CONTINUED):

S 03°23'55" E along said west line, 29.49 feet to the wetface of a seawall (the following eight courses being along the wetface of seawalls); thence S 02°53'21" W along the west line of said Unit 10, a distance of 35.52 feet to the north line of said Unit 10 (the following six courses being along said north line); thence S 50°54'35" W, 5.16 feet; thence S 83°55'48" W, 48.63 feet; thence S 87°38'10" W, 48.07 feet; thence S 89°23'00" W, 91.29 feet; thence N 52°55'54" W, 23.70 feet; thence S 88°30'32" W, 748.71 feet to the west line of said Unit 10; thence S 05°59'09" W along said west line, 299.46 feet; thence S 06°37'18" E continuing along said west line, 2.04 feet to the south line of said Unit 10 (the following eight courses being along said south line); thence S 30°40'20" E, 7.83 feet; thence S 89°57'49" E, 20.40 feet; thence S 80°17'05" E, 13.41 feet; thence S 67°29'34" E, 16.53 feet; thence N 56°14'45" E, 12.22 feet; thence N 83°29'52" E, 29.18 feet; thence S 88°11'43" E, 29.69 feet; thence S 74°51'39" E, 2.11 feet; thence S 07°55'28" W, 19.63 feet to the north line of Unit 9, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM (the following six courses being along said north line); thence N 88°11'43" W, 28.19 feet; thence S 83°29'52" W, 22.88 feet; thence S 56°14'45" W, 18.06 feet; thence N 67°29'34" W, 24.98 feet; thence N 80°17'05" W, 9.47 feet; thence N 89°57'49" W, 30.09 feet to the east line of said Unit 9, thence N 30°40'20" W along said east line, 17.88 feet; thence N 05°59'09" E continuing along the east line of said Unit 9 and the east line of Unit 8, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 317.67 feet to the north line of said Unit 8; thence S 89°31'30" W along the south line of said Unit 8, a distance of 241.71 feet to the easterly right-of-way line of Public Right-of-Way Tract 2 of Shrimp Road as recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida; thence N 04°02'04" E along said easterly right-of-way line of said Public Right-of-Way Tract 2, a distance of 61.11 feet to the south line of Unit 7, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM (the following three courses being along said south line); thence N 89°31'30" E, 22.50 feet; thence S 42°41'02" E, 21.50 feet; thence N 89°31'30" E, 184.26 feet to the east line of said Unit 7; thence N 05°46'15" E along the east line of said Unit 7 and the east line of Unit 5, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 349.82 feet to the north line of said Unit 5; thence N 84°30'00" W along the north line of said Unit 5 and the north line of Unit 6, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 208.61 feet to the point of curvature of a curve, concave to the southeast, having a radius of 20.00 feet and a central angle of 59°16'50"; thence southwesterly continuing along the north line of said Unit 6 and the arc of said curve, a distance of 20.69 feet to the easterly right-of way line of said Shrimp Road; thence N 05°57'30" E along the easterly right-of-way line of said Shrimp Road, 44.98 feet to the south line of Unit 4, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, being a point on a non-tangent curve, concave to the northeast, having a radius of 20.00 feet and a central angle of 63°53'07" (a radial line bears N 69°23'07" E from said point); thence southeasterly along the south line of said Unit 4 and the arc of said curve, a distance of 22.30 feet to a point of tangency; thence S 84°30'00" E continuing along the south line of said Unit 4, a distance of 188.39 feet to the east line of said Unit 4; thence N 07°30'52" E along said east line, 63.57 feet; thence N 05°32'11" E continuing along the east line of said Unit 4, a distance of 261.71 feet to the north line of said Unit 4, thence N 84°04'56" W along the north line of said Unit 4, a distance of 196.37 feet to a point of curvature of a curve concave to the southeast, having a radius of 15.00 feet and a central angle of 41°05'03"; thence southwesterly along the north line of said Unit 4 and the arc of said curve, a distance of 10.76 feet to the easterly right-of-way line of said Shrimp Road; thence N 05°57'30" E along said easterly right-of-way line, 31.31 feet to the POINT OF BEGINNING.

| | | | | |
|----------------------|-----------------|--|--|--|
| REVISIONS | |  <p>AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 WWW.AVIROM-SURVEY.COM</p> <p><small>©2015 AVIROM & ASSOCIATES, INC. All rights reserved. This is not to be used for any other project without written permission.</small></p> | STOCK ISLAND MARINA VILLAGE | |
| REVISED PER COMMENTS | 7/30/15 S.A.M. | | A CONDOMINIUM | |
| REVISED DISC. CE | 12/09/15 S.A.M. | | COMMON ELEMENT | |
| REVISED DISC. CE | 1/11/16 S.A.M. | | 7009 SHRIMP ROAD SECTION 25, TOWNSHIP 87 SOUTH, RANGE 25 EAST STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA | |
| | | JOB #: | 9681-2 | |
| | | SCALE: | AS SHOWN | |
| | | DATE: | 04/18/2015 | |
| | | BY: | S.A.M. | |
| | | CHECKED: | K.M.C. | |
| | | F.B.: | PG. - | |
| | | SHEET: | 52 OF 60 | |

LAND DESCRIPTION (COMMON ELEMENT CONTINUED):

Doc# 2063312
Bk# 2781 P# 1417

LESS & EXCEPT LIMITED COMMON ELEMENTS:
LIMITED COMMON ELEMENT "1":

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said east right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 467.74 feet; thence S 89°57'01" E, 805.82 feet to the POINT OF BEGINNING "1"; thence continue S 89°57'01" E, 41.17 feet to a point hereinafter referred to as REFERENCE POINT "A"; thence S 00°02'59" W, 10.64 feet; thence N 89°57'01" W, 41.17 feet; thence N 00°02'59" E, 10.64 feet to the POINT OF BEGINNING "1".

ALSO LESS & EXCEPT:
LIMITED COMMON ELEMENT "2":

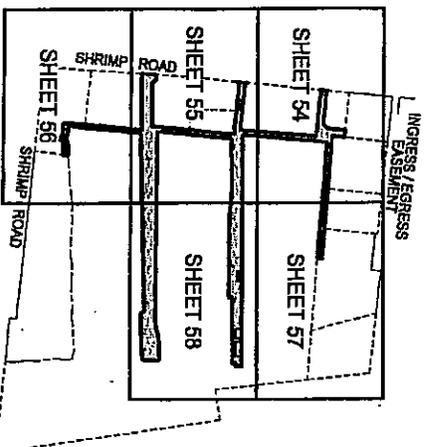
COMMENCE at the aforementioned REFERENCE POINT "A"; thence N 88°21'49" E, 202.61 feet to the POINT OF BEGINNING "2"; thence N 89°33'16" E, 38.20 feet to a point hereinafter referred to as REFERENCE POINT "B"; thence S 00°26'44" E, 21.48 feet; thence S 89°33'16" W, 38.20 feet; thence N 00°26'44" W, 21.48 feet to the POINT OF BEGINNING "2".

ALSO LESS & EXCEPT:
LIMITED COMMON ELEMENT "3":

COMMENCE at the aforementioned REFERENCE POINT "B"; thence S 89°17'19" E, 16.87 feet to the POINT OF BEGINNING "3"; thence N 89°40'17" E, 60.25 feet; thence S 00°19'43" E, 20.20 feet; thence S 89°40'17" W, 60.25 feet; thence N 00°19'43" W, 20.20 feet to the POINT OF BEGINNING "3".

Said lands lying and situate in Monroe County, Florida, containing 159,947 square feet (3.672 acres), more or less.

KEY SHEET
(NOT TO SCALE)



REVISIONS

| | |
|----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED DESC. CE | 12/09/15 S.A.M. |
| REVISED DESC. CE | 1/11/16 S.A.M. |



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50 S.W. 2ND AVENUE, SUITE 102

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TEL. (561) 392-2594, FAX (561) 394-7125

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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM

COMMON ELEMENT

7009 SHRIMP ROAD

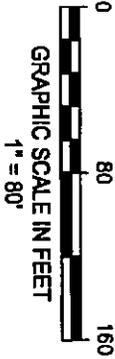
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | AS SHOWN |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. PG. | - |
| SHEET | 53 OF 60 |

MATCH LINE (SEE SHEET 54)

ABBREVIATION LEGEND:

- Δ = Central Angle
- L = Arc Length
- L.C.E. = Limited Common Element
- M.C.R. = Monroe County Records
- M.H.W.L. = Mean High Water Line
- N.A.V.D. = North American Vertical Datum
- O.R.B. = Official Records Book
- P.B. = Plat Book
- Pg. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R = Radius
- R/W = Right-of-Way
- S.F. = Square Feet



PUBLIC R/W TRACT 2
(O.R.B. 2030, PG. 949, M.C.R.)

REVISIONS

| | |
|----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED DESC. CE | 12/09/15 S.A.M. |
| REVISED DESC. CE | 1/11/16 S.A.M. |



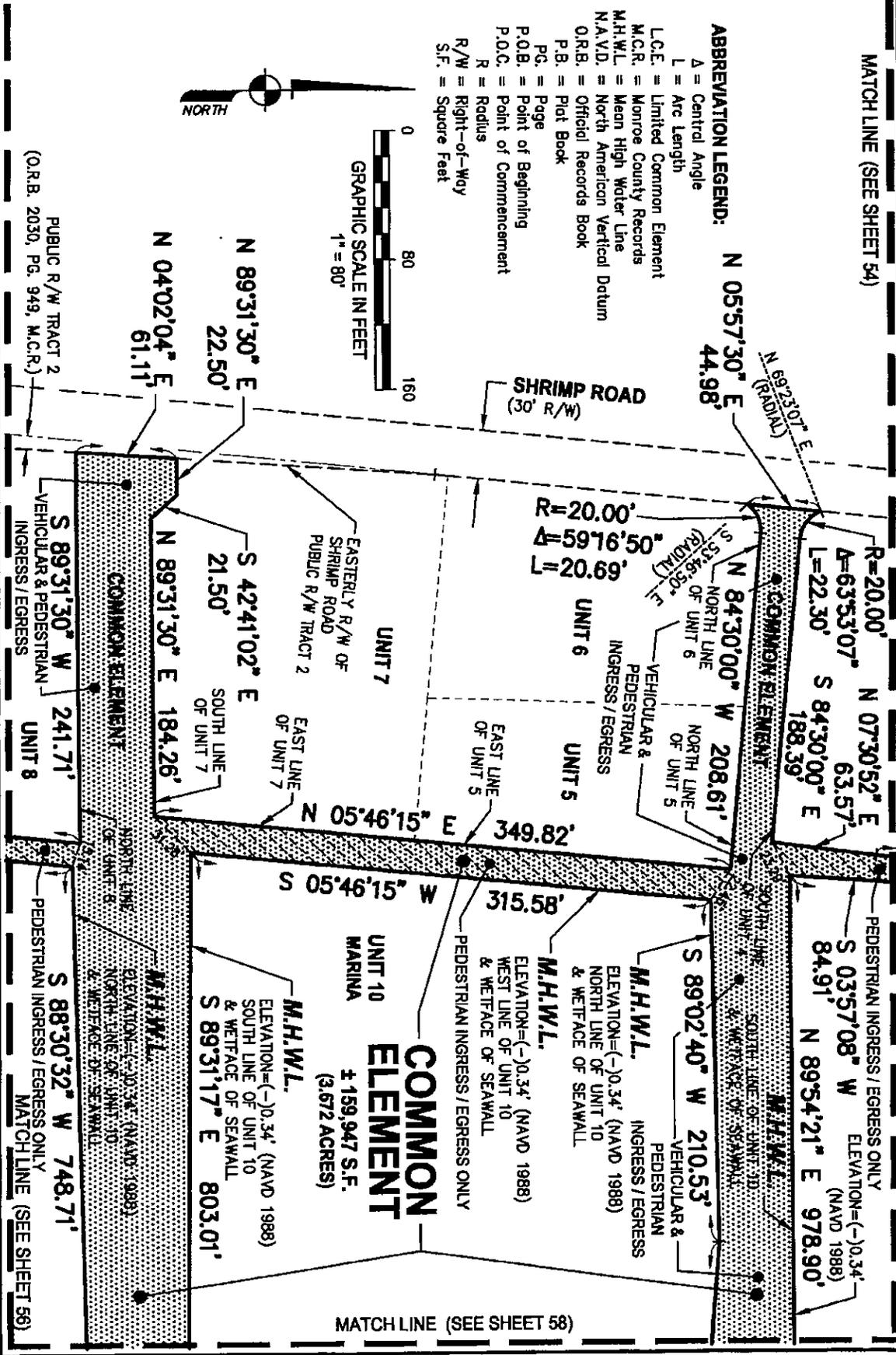
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TEL: (561) 392-2584, FAX: (561) 394-7125
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
COMMON ELEMENT

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

| | |
|------------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. - PG. | - |
| SHEET | 55 OF 60 |



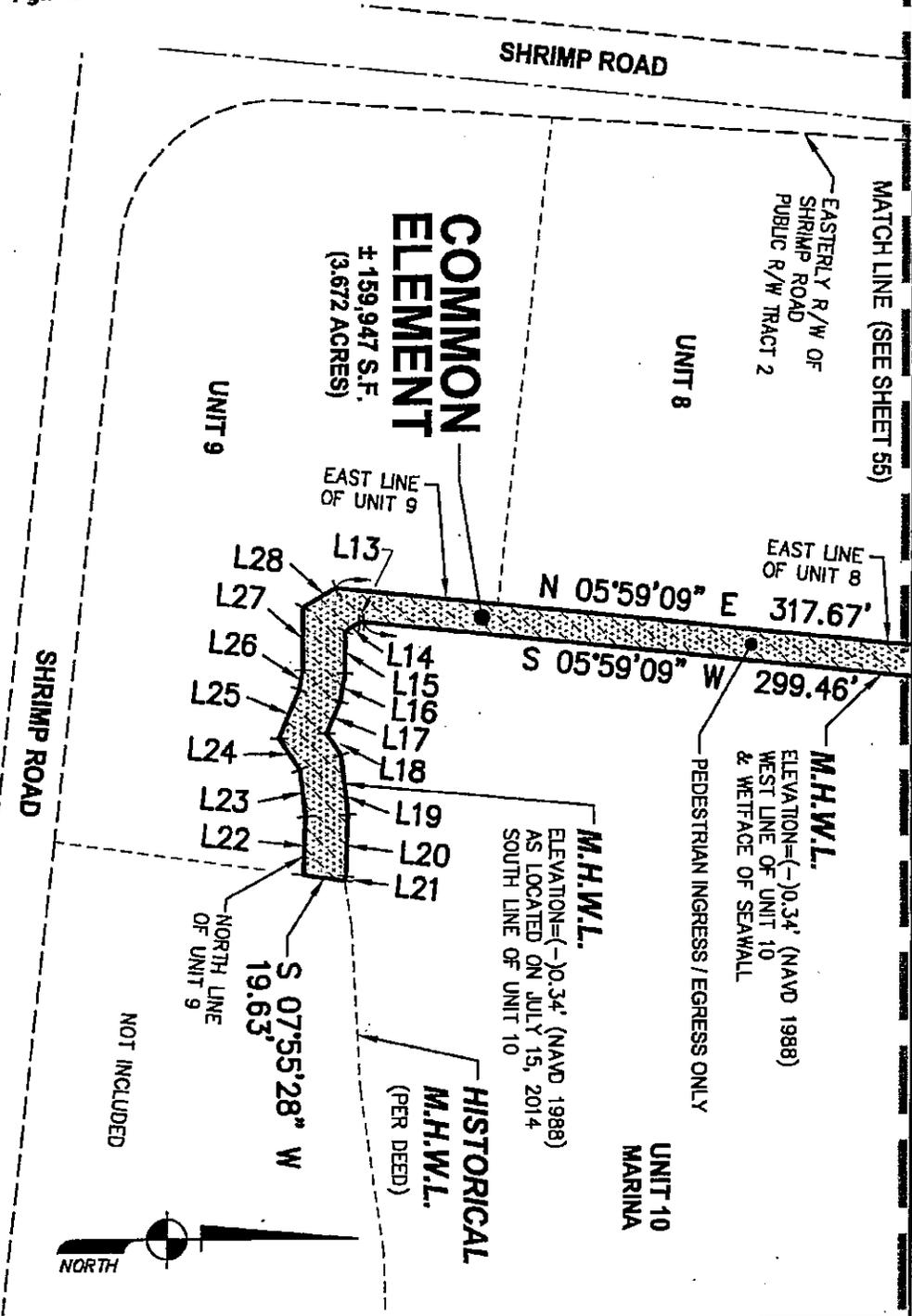
MATCH LINE (SEE SHEET 58)

ABBREVIATION LEGEND:

- A = Central Angle
- L = Arc Length
- L.C.E. = Limited Common Element
- M.C.R. = Monroe County Records
- M.H.W.L. = Mean High Water Line
- N.A.V.D. = North American Vertical Datum
- O.R.B. = Official Records Book
- P.B. = Plot Book
- P.G. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R = Radius
- R/W = Right-of-Way
- S.F. = Square Feet

| LINE | BEARING | DISTANCE |
|------------------------------------|---------------|----------|
| M.H.W.L. E. = (-)0.34' (NAVD 1988) | | |
| L13: | S 06°57'18" E | 2.04' |
| L14: | S 30°40'20" E | 7.83' |
| L15: | S 88°57'49" E | 26.40' |
| L16: | S 80°17'05" E | 13.41' |
| L17: | S 67°29'34" E | 16.53' |
| L18: | N 58°14'45" E | 12.22' |
| L19: | N 83°29'52" E | 29.18' |
| L20: | S 88°11'43" E | 29.89' |
| L21: | S 74°51'39" E | 2.11' |
| L22: | N 86°11'43" W | 28.18' |
| L23: | S 83°29'52" W | 22.88' |
| L24: | S 56°14'45" W | 18.06' |
| L25: | N 67°29'34" W | 24.98' |
| L26: | N 80°17'05" W | 9.47' |
| L27: | N 89°57'49" W | 30.09' |
| L28: | N 30°40'20" W | 17.88' |

Doc# 2063312
Bk# 2781 Pg# 1420



REVISIONS

| REVISIONS | DATE | BY |
|----------------------|----------|--------|
| REVISED PER COMMENTS | 7/30/15 | S.A.M. |
| REVISED DESC. CE | 12/09/15 | S.A.M. |
| REVISED DESC. CE | 1/1/16 | S.A.M. |



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SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL: (561) 392-2594, FAX: (561) 394-7125
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
COMMON ELEMENT

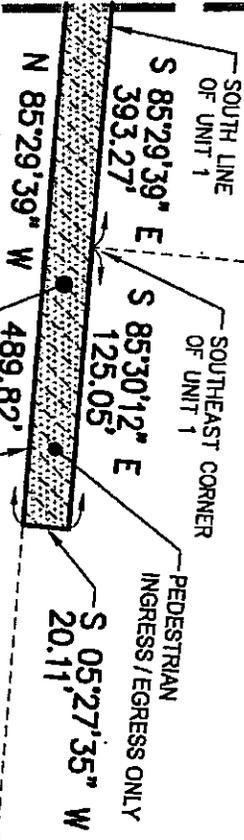
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.

| | |
|----------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B.: | PG. |
| SHEET | 56 OF 60 |

INGRESS / EGRESS EASEMENT

UNIT 1

NOT INCLUDED



COMMON ELEMENT
± 159,947 S.F.
(3.672 ACRES)

M.H.W.L.
ELEVATION = (-)0.34' (NAVD 1988)
NORTH LINE OF UNIT 10
& WETFACE OF SEAWALL

UNIT 10
MARINA

Doc# 2063312
Bk# 2781 Pg# 1421

NOT INCLUDED

MATCH LINE (SEE SHEET 54)

MATCH LINE (SEE SHEET 58)



ABBREVIATION LEGEND:

- Δ = Central Angle
- L = Arc Length
- L.C.E. = Limited Common Element
- M.C.R. = Monroe County Records
- M.H.W.L. = Mean High Water Line
- N.A.V.D. = North American Vertical Datum
- O.R.B. = Official Records Book
- P.B. = Plat Book
- PG. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- R = Radius
- R/W = Right-of-Way
- S.F. = Square Feet

REVISIONS

| | |
|----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED DESC. CE | 12/09/15 S.A.M. |
| REVISED DESC. CE | 1/11/16 S.A.M. |



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50 S.W. 2ND AVENUE, SUITE 102
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STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
COMMON ELEMENT

7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

JOB #: 9681-2

SCALE: 1" = 80'

DATE: 04/16/2015

BY: S.A.M.

CHECKED: K.M.C.

F.B. - PG. -
SHEET 57 OF 60

MATCH LINE (SEE SHEET 57)

M.H.W.L.
ELEVATION=(-)0.34' (NAVD 1988)
SOUTH LINE OF UNIT 10 & WETFACE OF SEAWALL
N 89°54'21" E 978.90'

LESS-OUT LIMITED COMMON AREAS
(SEE SHEETS 59 & 60)

UNIT 10 MARINA

COMMON ELEMENT
± 159,947 S.F. (3.672 ACRES)

N 88°58'31" W 120.67'
N 85°05'55" W 101.99'
S 89°54'58" W 177.24'
S 88°48'15" W 60.45'
UNIT 10 MARINA

WEST LINE OF UNIT 10
S 00°28'42" W 12.39'

S 89°24'17" W 281.00'

WEST LINE OF UNIT 10
S 00°28'03" W 13.14'
NORTH LINE OF UNIT 10
S 89°19'13" W 12.41'
WEST LINE OF UNIT 10
S 00°25'55" W 27.37'

Doc# 2063312
Bk# 2781 Pg# 1422

MATCH LINE (SEE SHEET 55)



0 80 160
GRAPHIC SCALE IN FEET
1" = 80'

S 89°31'17" E 803.01'
ELEVATION=(-)0.34' (NAVD 1988)
SOUTH LINE OF UNIT 10 & WETFACE OF SEAWALL

VEHICULAR & PEDESTRIAN INGRESS / EGRESS
S 88°30'32" W 748.71'
UNIT 10 MARINA

COMMON ELEMENT
± 159,947 S.F. (3.672 ACRES)

UNIT 10 MARINA

| LINE | M.H.W.L. ELEVATION (-)0.34' (NAVD 1988) | BEARING | DISTANCE |
|------|---|---------|----------|
| L1: | N 83°38'34" E | | 31.39' |
| L2: | N 69°02'20" E | | 28.36' |
| L3: | N 84°31'30" E | | 56.30' |
| L4: | S 85°08'37" E | | 29.48' |
| L5: | N 89°33'16" E | | 21.15' |
| L6: | S 03°23'55" E | | 29.46' |
| L7: | S 02°53'21" W | | 35.52' |
| L8: | S 50°54'35" W | | 5.16' |
| L9: | S 83°55'48" W | | 48.63' |
| L10: | S 87°38'10" W | | 48.07' |
| L11: | S 89°23'00" W | | 91.29' |
| L12: | N 52°55'54" W | | 23.70' |

M.H.W.L.
ELEVATION=(-)0.34' (NAVD 1988)
NORTH LINE OF UNIT 10 & WETFACE OF SEAWALL
PEDESTRIAN INGRESS / EGRESS ONLY

- Element Hatchure Legend:
- Represents Common Element
 - Represents Limited Common Element
 - Represents Pedestrian Ingress/Egress Only

M.H.W.L.
ELEVATION=(-)0.34' (NAVD 1988)
SOUTH LINE OF UNIT 10

M.H.W.L.
ELEVATION=(-)0.34' (NAVD 1988)
WEST LINE OF UNIT 10

M.H.W.L.
ELEVATION=(-)0.34' (NAVD 1988)
WEST LINE OF UNIT 10 & WETFACE OF SEAWALL

VEHICULAR & PEDESTRIAN INGRESS / EGRESS
L1 L2 L3 L4 L5 L6 L7 L8 L9 L10 L11 L12
NORTH LINE OF UNIT 10 & WETFACE OF SEAWALL

REVISIONS

| | |
|----------------------|-----------------|
| REVISED PER COMMENTS | 7/30/15 S.A.M. |
| REVISED DESC. CE | 12/09/15 S.A.M. |
| REVISED DESC. CE | 1/11/16 S.A.M. |



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-5594, FAX (561) 394-7125
WWW.AVIROM-SURVEY.COM

STOCK ISLAND MARINA VILLAGE
A CONDOMINIUM
COMMON ELEMENT
7009 SHRIMP ROAD
SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

| | |
|------------|------------|
| JOB #: | 9681-2 |
| SCALE: | 1" = 80' |
| DATE: | 04/16/2015 |
| BY: | S.A.M. |
| CHECKED: | K.M.C. |
| F.B. - PG. | - |
| SHEET | 58 OF 60 |

LAND DESCRIPTION:

Doc# 2063312
Bk# 2781 Pg# 1423

LIMITED COMMON ELEMENT "1":

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said eastery right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 467.74 feet; thence S 89°57'01" E, 805.82 feet to the POINT OF BEGINNING "1"; thence continue S 89°57'01" E, 41.17 feet to a point hereinafter referred to as REFERENCE POINT "A"; thence S 00°02'59" W, 10.64 feet; thence N 89°57'01" W, 41.17 feet; thence N 00°02'59" E, 10.64 feet to the POINT OF BEGINNING "1".

TOGETHER WITH:

LIMITED COMMON ELEMENT "2":

COMMENCE at the aforementioned REFERENCE POINT "A"; thence N 88°21'49" E, 202.61 feet to the POINT OF BEGINNING "2"; thence N 89°33'16" E, 38.20 feet to a point hereinafter referred to as REFERENCE POINT "B"; thence S 00°26'44" E, 21.48 feet; thence S 89°33'16" W, 38.20 feet; thence N 00°26'44" W, 21.48 feet to the POINT OF BEGINNING "2".

TOGETHER WITH:

LIMITED COMMON ELEMENT "3":

COMMENCE at the aforementioned REFERENCE POINT "B"; thence S 89°17'19" E, 16.87 feet to the to the POINT OF BEGINNING "3"; thence N 89°40'17" E, 60.25 feet; thence S 00°19'43" E, 20.20 feet; thence S 89°40'17" W, 60.25 feet; thence N 00°19'43" W, 20.20 feet to the POINT OF BEGINNING "3".

Said lands lying and situate in Monroe County, Florida, containing 2,475 square feet (0.057 acres), more or less.

REVISIONS

REMOVED PER COMMENTS 7/30/15 S.A.M.



AVIROM & ASSOCIATES, INC.

SURVEYING & MAPPING

50 S.W. 2ND AVENUE, SUITE 102

BOCA RATON, FLORIDA 33432

TEL (561) 392-2594, FAX (561) 394-7125

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STOCK ISLAND MARINA VILLAGE

A CONDOMINIUM

LIMITED COMMON ELEMENTS

7009 SHRIMP ROAD

SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

JOB #: 9681-2

SCALE: AS SHOWN

DATE: 04/18/2015

BY: S.A.M.

CHECKED: K.M.C.

F.B. - PG. -

SHEET 59 OF 60

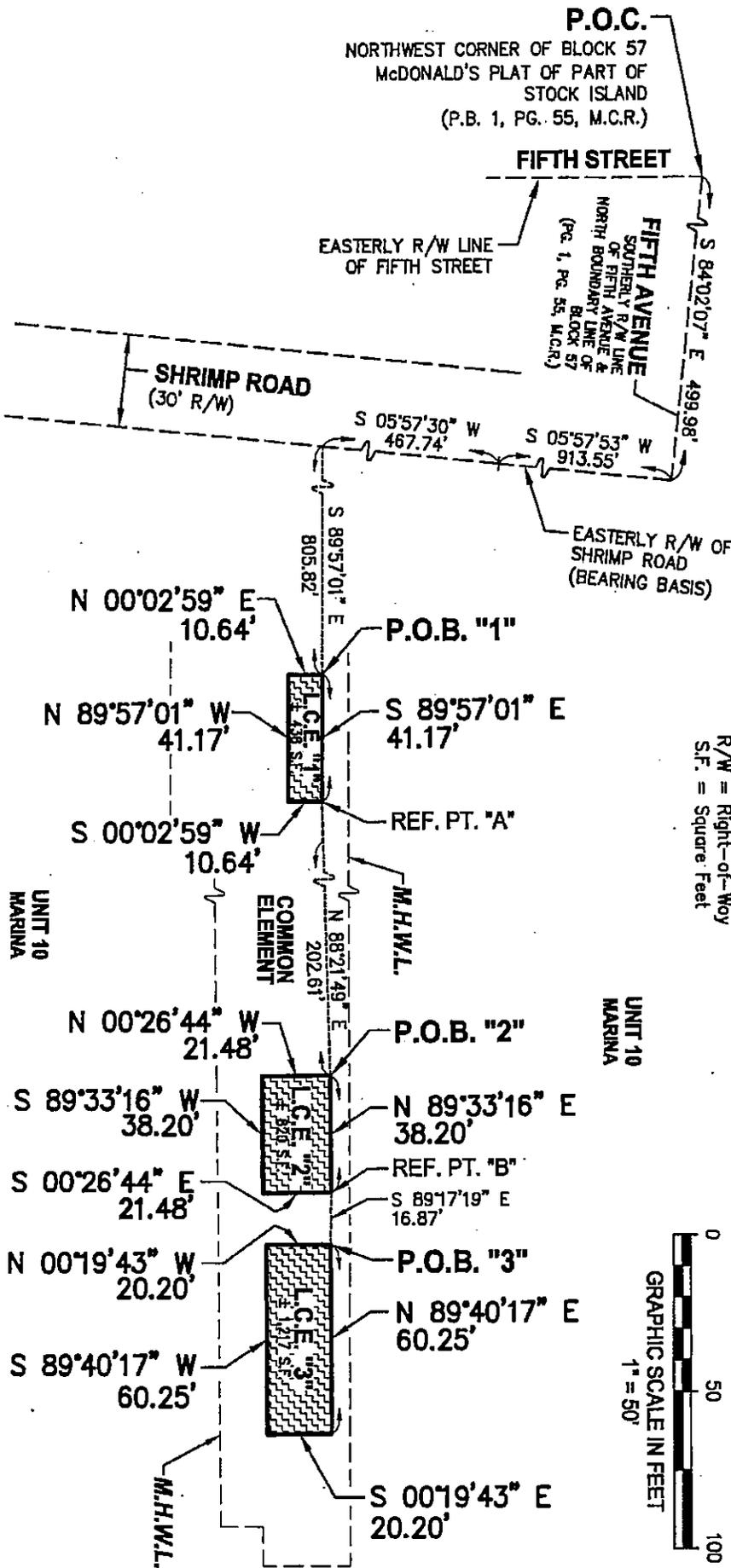
GENERAL NOTES:

1. All elements of the subject property are as noted and labeled.
2. For all pertinent information refer to the Declaration of Condominium.
3. Element Hachure Legend:

 Represents Limited Common Element

ABBREVIATION LEGEND:

- L.C.E. = Limited Common Element
- M.C.R. = Monroe County Records
- M.H.W.L. = Mean High Water Line
- O.R.B. = Official Records Book
- P.B. = Plat Book
- Pg. = Page
- P.O.B. = Point of Beginning
- P.O.C. = Point of Commencement
- P.T. = Point
- REF. = Reference
- R/W = Right-of-Way
- S.F. = Square Feet



REVISIONS

REVISED PER COMMENTS 7/30/15 S.A.M.



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 TEL. (561) 392-2694, FAX (561) 394-7125
 WWW.AVIROM-SURVEY.COM

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STOCK ISLAND MARINA VILLAGE
 A CONDOMINIUM
 LIMITED COMMON ELEMENTS

7009 SHRIMP ROAD
 SECTION 35, TOWNSHIP 87 SOUTH, RANGE 25 EAST
 STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA

JOB #: 9681-2
 SCALE: 1" = 50'

DATE: 04/16/2015

BY: S.A.M.

CHECKED: K.M.C.

F.B. - PG. -

SHEET 60 OF 60

EXHIBIT "3"

The undivided percentage interest of each Unit in the Common Elements and Common Surplus, and the percentage of Common Expenses appurtenant to each Unit shall be as follows:

| Unit | Percentage Interest in Common Elements and Common Surplus, Percentage of Common Expenses Appurtenant to Unit |
|------|---|
| 1 | 3.20% |
| 2 | 6.07% |
| 3 | 1.59% |
| 4 | 6.85% |
| 5 | 1.85% |
| 6 | 2.56% |
| 7 | 3.80% |
| 8 | 5.45% |
| 9 | 5.99% |
| 10 | 62.64% |

Doc# 2063312
BK# 2781 Pg# 1426

EXHIBIT "4"

**BY-LAWS
OF
STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.**

*A corporation not for profit organized
under the laws of the State of Florida*

1. **Identity.** These are the By-Laws of **STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.** (the "**Association**"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purposes set forth in its Articles of Incorporation.
 - 1.1 **Fiscal Year.** The fiscal year of the Association shall be the twelve month period commencing January 1st and terminating December 31st of each year. The provisions of this Subsection 1.1 may be amended at any time by a majority of the Board of Directors of the Association.
 - 1.2 **Seal.** The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. **Definitions.** For convenience, these By-Laws shall be referred to as the "**By-Laws**" and the Articles of Incorporation of the Association as the "**Articles**". The other terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration of **STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM**, (the "**Declaration**") unless herein provided to the contrary, or unless the context otherwise requires.
3. **Members.**
 - 3.1 **Annual Meeting.** An annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and the location of the annual meeting shall be within 10 miles of the Condominium Property. The purpose of the meeting shall be, except as provided herein to the contrary, to elect members of the Board of Directors, and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof. Unless changed by the Board of Directors, the first annual meeting shall be held in the month of October of the calendar year following the calendar year in which the Declaration is filed.
 - 3.2 **Special Meetings.** Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to those agenda items specifically identified in the notice of the meeting. Special meetings may also be called by Unit Owners in the manner provided for in the Act. Notwithstanding the foregoing: (i) as to special meetings regarding the adoption of the Condominium's estimated operating budget, reference should be made to Section 12.1 of these By-Laws; and (ii) as to special meetings regarding recall of Board members, reference should be made to Section 4.3 of these By-Laws.

- 3.3 Participation by Unit Owners. Subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board, Unit Owners shall have the right to speak at the annual and special meetings of the Unit Owners, committee meetings and Board meetings with reference to all designated agenda items. A Unit Owner does not have the right to speak with respect to items not specifically designated on the agenda, provided, however, that the Board may permit a Unit Owner to speak on such items in its sole discretion. Every Unit Owner who desires to speak at a meeting may do so, provided that the Unit Owner has filed a written request with the Secretary of the Association not less than 24 hours prior to the scheduled time for commencement of the meeting. Unless waived by the chairman of the meeting (which may be done in the chairman's sole and absolute discretion and without being deemed to constitute a waiver as to any other subsequent speakers), all Unit Owners speaking at a meeting shall be limited to no more and no less than three (3) minutes per speaker. Any Unit Owner may tape record or videotape a meeting, subject to the following and such further reasonable restrictions as may be adopted from time to time by the Board:
- (a) The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions;
 - (b) Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting;
 - (c) Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording; and
 - (d) At least 48 hours (or 24 hours with respect to a Board meeting) prior written notice shall be given to the Secretary of the Association by any Unit Owner desiring to make an audio or video taping of the meeting.
- 3.4 Notice of Meeting; Waiver of Notice. Notice of a meeting of members (annual or special), stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of an annual or special meeting shall be hand delivered, electronically transmitted or sent by regular mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as last furnished to the Association by the Unit Owner. However, if a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address initially identified for that purpose by the Developer and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or if the Owners disagree, notice shall be sent to the address for the Owner as set forth on the deed of the Unit. The posting and mailing of the notice for either special or annual meetings (other than election meetings), which notice shall incorporate an identification of agenda items, shall be effected not less than fourteen (14) continuous days prior to the date of the meeting. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of members' meetings shall be posted. In lieu of or in addition to the physical posting of notice of any meeting of the Unit Owners on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable

television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member), either in person or by proxy, shall constitute such member's waiver of notice of such meeting, and waiver of any and all objections to the place of the meeting, the time of the meeting or the manner in which it has been called or convened, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association, or the manager or other person providing notice of the meeting shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that notices of meetings were posted and mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the appropriate address for such Unit Owner. No other proof of notice of a meeting shall be required.

3.5 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy (limited or general), of persons entitled to cast in excess of 33 1/3% of the votes of members entitled to vote at the subject meeting.

3.6 Voting.

(a) Number of Votes. In any meeting of members, the Owners of each Unit shall be entitled to cast the number of votes designated for their Unit as set forth in the Articles. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the votes entitled to be cast by the members and not a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.

(c) Voting Member. If a Unit is owned by one person, that person's right to vote shall be established by the roster of members. A person casting a vote for a Unit shall be presumed to have the authority to do so unless the President or the Board of Directors is otherwise notified. If a Unit is owned by a corporation, partnership, limited liability company, trust or any other lawful entity, the person

entitled to cast the vote for the Unit shall be designated by a certificate signed by persons having lawful authority to bind the corporation, partnership, limited liability company, trust or other lawful entity and filed with the Secretary of the Association. Such person need not be a Unit Owner. Such a certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit occurs. If a certificate designating the person entitled to cast the vote for a Unit for which such certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed.

- (d) Secret Ballot. Upon demand of any member at any time prior to a vote upon any matter at a meeting of the members, any member may demand voting on such matter to be by secret ballot. In such event, the President shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

3.7 Proxies. Votes to be cast at meetings of the Association membership may be cast in person or by proxy. Except as specifically provided herein, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to the limited proxy form approved by the Division of Florida Condominiums, Timeshares, and Mobile Homes (the "Division"). No voting interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise. Limited proxies shall be permitted to the extent permitted by the Act. No proxy, limited or general, shall be used in the election of a member or members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Each proxy shall contain the date, time and place of the meeting for which it is given and, if a limited proxy, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. There shall be no limitation on the number of proxies which may be held by any person (including a designee of the Developer). If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in its place. If such provision is not made, substitution is not permitted.

3.8 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting pursuant to the Declaration and the Act. A quorum is not required for an election to occur; however, at least twenty percent (20%) of eligible voters must cast a ballot in order to effect a valid election of members of the Board of Directors.

- 3.9 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Collect any ballots not yet cast;
 - (b) Call to order by President;
 - (c) Appointment by the President of a chairman of the meeting (who need not be a member or a member of the Board of Directors);
 - (d) Appointment of inspectors of election;
 - (e) Counting of Ballots for Election of Directors;
 - (f) Proof of notice of the meeting or waiver of notice;
 - (g) Reading of minutes;
 - (h) Reports of officers;
 - (i) Reports of committees;
 - (j) Unfinished business;
 - (k) New business;
 - (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.10 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain minutes for every meeting for a period of not less than seven (7) years subsequent to the date of the meeting as reported by the minutes.
- 3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required or which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which all members (or authorized persons) entitled to vote thereon were present and voted. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and delivered to the Secretary of the Association, or other authorized agent of the Association. Written consent shall not be effective to take the corporate action referred to in the consent unless signed by members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and delivered to the Association as aforesaid. Any written consent

may be revoked prior to the date the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Secretary of the Association, or other authorized agent of the Association. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. A consent signed in accordance with the foregoing has the effect of a meeting vote and may be described as such in any document.

4. Board of Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of Directors which shall initially have three (3) members, but which may be expanded from time to time as determined by the Board of Directors. Members of the Board of Directors must be natural persons who are 18 years of age or older. A person who has been suspended or removed by the Division under Chapter 718, or who is more than 90 days delinquent in the payment of any monetary obligation to the Association is not eligible for Board membership. A person who has been convicted of any felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this state, is not eligible for Board membership unless such felon's civil rights have been restored for a period of at least 5 years as of the date on which such person seeks election to the Board (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). Co-owners of a Unit may not serve as members of the Board of Directors at the same time unless they own more than one Unit (whether individually or as co-owners) or unless there are not enough eligible candidates to fill the vacancies on the Board at the time of the vacancy. Members of the Board of Directors may not vote at Board meetings by proxy or by secret ballot.

4.2 Election of Members of Board of Directors. Election of members of the Board of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. At least 60 days before a scheduled election, the Association shall mail, deliver, or electronically transmit, whether by separate association mailing or included in another association mailing, delivery, or transmission, including regularly published newsletters, to each Unit Owner entitled to a vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Secretary of the Association of his or her intent to be a candidate at least forty (40) days prior to the scheduled election. Together with the notice of meeting and agenda sent in accordance with Section 3.4 above, the Association shall then, mail, deliver or electronically transmit a second notice of the meeting, not less than fourteen (14) continuous days prior to the date of the meeting, to all Unit Owners entitled to vote therein, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 8-1/2 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association at least thirty five (35) days before the election, must be included with the mailing, delivery or electronic transmission of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

The election of members of the Board of Directors shall be by written ballot or voting machine. Proxies may not be used in electing a member or members of the Board of Directors at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a member of the Board of Directors, in the manner provided by applicable law or rule. Elections shall be decided by a plurality of those ballots and votes cast. There is no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. There shall be no cumulative voting. A Unit Owner shall not permit any other person to vote his or her ballot, and any ballots improperly cast are deemed invalid, provided any Unit Owner who violates this provision may be fined by the Association in accordance with Section 718.303, F.S.. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, F.S. may obtain such assistance. The regular election must occur on the date of the annual meeting. Notwithstanding anything contained herein to the contrary, if and to the extent a vacancy occurs on the Board of Directors and/or additional members of the Board of Directors are to be elected in accordance herewith, the Board of Directors may, in its sole and absolute discretion, hold a meeting to elect such members of the Board of Directors prior to the annual meeting.

Notwithstanding the provisions of this Section 4.2, an election is not required unless more candidates file notices of intent to run than vacancies exist on the Board of Directors.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of members of the Board of Directors by members (as addressed in subsection (b) below), vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining members of the Board of Directors at any meeting of the Board of Directors (even if the remaining members of the Board of Directors constitute less than a quorum), with the replacement member of the Board of Directors serving the balance of the term of the vacating member of the Board of Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof shall be filled by the Developer.
- (b) Subject to the provisions of Section 718.301, F.S., any Director elected by the members (other than the Developer) may be recalled and removed with or without cause by concurrence of a majority of the voting interests of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of all voting interests. The vacancy in the Board of Directors so created shall be filled by the members at a special meeting of the members called for such purpose, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new member of the Board of Directors to take the place of the one removed. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting in whole or in part for this purpose. The conveyance of all Units owned by a member of the Board of Directors in the

Condominium (other than appointees of the Developer or members of the Board of Directors who at the time of election were not Unit Owners) shall constitute the resignation of such member of the Board of Directors.

- (c) Anything to the contrary herein notwithstanding, until a majority of the members of the Board of Directors are elected by members other than the Developer of the Condominium as provided in Section 4.15, herein: (i) neither the first members of the Board of Directors of the Association, nor any members of the Board of Directors replacing them, nor any members of the Board of Directors named by the Developer, shall be subject to removal by members other than the Developer; and (ii) the first members of the Board of Directors and the members of the Board of Directors replacing them may be removed and replaced by the Developer.
- (d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of members of the Board of Directors in accordance with these By-Laws, and the remaining members of the Board of Directors fail to fill the vacancy by appointment of a member of the Board of Directors in accordance with applicable law, then any Owner may apply to the Circuit Court within whose jurisdiction the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to the petition seeking receivership, the form of notice set forth in Section 718.1124, F.S. must be provided by the Unit Owner to the Association by certified mail or personal delivery, must be posted in a conspicuous place on the Condominium Property and must be provided by the Unit Owner to every other Unit Owner of the Association by certified mail or personal delivery. Notice by mail to a Unit Owner shall be sent to the address used by the county property appraiser for notice to the Unit Owner, except that where a Unit Owner's address is not publicly available the notice shall be mailed to the Unit. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, all Unit Owners shall be given written notice of such appointment as provided in Section 718.127, F.S. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and reasonable attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws and the court relieves the receiver of the appointment.

- 4.4 Term. Except as provided herein to the contrary, the term of each member of the Board of Directors shall extend until the next annual meeting of the members and shall expire at the annual meeting where the member of the Board of Directors may stand for reelection. If the number of members of the Board of Directors whose terms have expired exceeds the number of eligible persons showing interest in or demonstrating an intention to run for the vacant positions, each member of the Board of Directors whose term has expired is eligible for reappointment pursuant to the terms of Section 718.112(2)(d)2. Notwithstanding the foregoing, any member of the Board of Directors designated by the Developer shall serve at the pleasure of the Developer and may be removed and replaced by the Developer at any time.

- 4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment. The members of the Board of Directors calling the organizational meeting shall give at least three (3) days advance notice thereof, stating the time and place of the meeting.
- 4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of members of the Board of Directors. Meetings of the Board of Directors may be held by telephone conference, with those members of the Board of Directors attending by telephone counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those members of the Board of Directors attending by telephone may be heard by the other members of the Board of Directors and any Unit Owners attending such meeting in person. Notice of meetings shall be given to each member of the Board of Directors, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners. Any Unit Owner may tape record or videotape meetings of the Board of Directors, in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency. If twenty percent (20%) of the voting interests of the members of the Association petition the Board of Directors to address an item of business, the Board of Directors shall at its next regular meeting or at a special meeting, but not later than 60 days after the receipt of petition, place the item on the agenda. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. Notwithstanding the foregoing, written notice of any meeting of the Board of Directors at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed or approved, shall be mailed, delivered or electronically transmitted to all Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the Secretary of the Association and filed among the official records of the Association. The Board of Directors shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board of Directors and/or Committee meetings shall be posted. In lieu of or in addition to the physical posting of notice of any meeting of the Board of Directors on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda. Special meetings of the Board of Directors may be called by the

President, and must be called by the President or Secretary at the written request of one-third (1/3) of the members of the Board of Directors or where required by the Act. A member of the Board of Directors or member of a Committee of the Board of Directors may submit in writing his or her agreement or disagreement with any action taken at a meeting that such individual did not attend. This agreement or disagreement may not be used for purposes of creating a quorum. A member of the Board of Directors who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to such action. A vote or abstention for each member of the Board of Directors present shall be recorded in the minutes. Members of the Board of Directors may not vote by proxy or by secret ballot at meetings of the Board of Directors, except that officers may be elected by secret ballot.

- 4.7 Waiver of Notice. Any member of the Board of Directors may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said member of the Board of Directors of notice. Attendance by any member of the Board of Directors at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a member of the Board of Directors states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.
- 4.8 Quorum. A quorum at meetings of the Board of Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those members of the Board of Directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of members of the Board of Directors is specifically required by the Declaration, the Articles or these By-Laws.
- 4.9 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those members of the Board of Directors present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted as long as notice of such business to be conducted at the rescheduled meeting is given, if required (e.g., with respect to budget adoption).
- 4.10 Joinder in Meeting by Approval of Minutes. The joinder of a member of the Board of Directors in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that member of the Board of Directors of the business conducted at the meeting, but such joinder shall not be used as a vote for or against any particular action taken and shall not allow the applicable member of the Board of Directors to be counted as being present for purposes of quorum.
- 4.11 Presiding Officer. The presiding officer at meetings of the Board of Directors shall be the President (who may, however, designate any other Unit Owner to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at meetings of the Board of Directors shall be:
- (a) Proof of due notice of meeting;

- (b) Reading and disposal of any unapproved minutes;
- (c) Reports of officers and committees;
- (d) Election of officers;
- (e) Unfinished business;
- (f) New business;
- (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and members of the Board of Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 4.14 Committees. The Board of Directors may by resolution also create Committees and appoint persons to such Committees and vest in such Committees such powers and responsibilities as the Board of Directors shall deem advisable.
- 4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, there shall be three (3) members of the Board of Directors during the period that the Developer is entitled to appoint a majority of the members of the Board of Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium. If Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer are entitled to elect at least one-third (1/3) of the members of the Board of Directors. Upon the election of such member or members of the Board of Directors, the Developer shall forward to the Division the name and mailing address of each member of the Board of Directors elected. Unit Owners other than the Developer are entitled to elect at least a majority of the members of the Board of Directors: (a) three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; (e) when the Developer files a petition seeking protection in bankruptcy; (f) when a receiver for the Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after the appointment of the receiver that transfer of control would be detrimental to the Association or its members; or (g) seven (7) years after recordation of the Declaration, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five

percent (5%) of the Units that will be operated ultimately by the Association. After the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

The Developer may transfer control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed members of the Board of Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect members of the Board of Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give at least sixty (60) days' notice of an election for the member or members of the Board of Directors. The notice may be given by any Unit Owner if the Association fails to do so.

At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time (except as to subparagraph (g), which may be ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
- (b) A certified copy of the Articles of Incorporation of the Association.
- (c) A copy of the By-Laws of the Association.
- (d) The minute book, including all minutes, and other books and records of the Association.
- (e) Any rules and regulations which have been adopted.
- (f) Resignations of resigning officers and Board members who were appointed by the Developer.
- (g) The financial records, including financial statements of the association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be

prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments.

- (h) Association funds or the control thereof.
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.
- (j) A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property.
- (k) A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property.
- (l) Insurance policies, if applicable.
- (m) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property, if applicable.
- (n) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.
- (o) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
- (p) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
- (q) Leases of the Common Elements and other leases to which the Association is a party, if applicable.
- (r) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners

have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

- (s) All other contracts to which the Association is a party, if applicable.
- (t) A report included in the official records, under seal of an architect or engineer authorized to practice in Florida, attesting to required maintenance, useful life, and replacement costs of the following common elements comprising a turnover inspection report:
 - (i) Roof, if applicable.
 - (ii) Structure, if applicable.
 - (iii) Fireproofing and fire protection systems, if applicable.
 - (iv) Plumbing
 - (v) Electrical systems
 - (vi) Seawalls
 - (vii) Pavement and parking areas
 - (viii) Drainage Systems
 - (ix) Painting
 - (x) Irrigation systems

5. Authority of the Board of Directors.

5.1 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein, or in the Declaration), the following:

- (a) Operating and maintaining all Common Elements and the Association Property.
- (b) Determining the expenses required for the operation of the Association and the Condominium.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements and the Association Property.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium and Association Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 16 hereof.

- (e) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (f) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (g) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (h) Obtaining and reviewing insurance for the Condominium and Association Property.
- (i) Making repairs, additions and improvements to, or alterations of, Condominium Property and Association Property, and repairs to and restoration of Condominium Property and Association Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (j) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- (k) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. No fine may exceed \$100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00. No fine shall become a lien upon a Unit.
- (l) Borrowing money on behalf of the Association or the Condominium.
- (m) Subject to the provisions of Section 5.2 below, contracting for the management and maintenance of the Condominium Property and Association Property and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, the Articles, these By-Laws and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (n) At its discretion, but within the parameters of the Act, authorizing Unit Owners or other persons to use portions of the Common Elements or Association

Property for private parties and gatherings and imposing reasonable charges for such private use.

- (o) Executing all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.) approved by the Board, and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.
- (p) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (q) Those certain emergency powers granted pursuant to Chapter 718, Florida Statutes.

5.2 Contracts. Any contract which is not to be fully performed within one (1) year from the making thereof, for the purchase, lease or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for the provision of services, shall be in writing. Where a contract for purchase, lease or renting materials or equipment, or for the provision of services, requires payment by the Association on behalf of the Condominium in the aggregate exceeding five percent (5%) of the total annual budget of the Association (including reserves), the Association shall obtain competitive bids for the materials, equipment or services. Nothing contained herein shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association and contracts for attorney, accountant, architect, community association manager, engineering and landscape architect services shall not be subject to the provisions hereof. Further, nothing contained herein is intended to limit the ability of the Association to obtain needed products and services in an emergency; nor shall the provisions hereof apply if the business entity with which the Association desires to contract is the only source of supply within Monroe County.

Notwithstanding anything herein to the contrary, as to any contract or other transaction between an Association and one or more of its directors or any other corporation, firm, association, or entity in which one or more of its directors are directors or officers or are financially interested, the Association shall comply with the requirements of Section 617.0832, F.S. and Section 718.3026, F.S.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be members of the Board of Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all members of the Board of Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform

an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers, other than designees of the Developer, must be Unit Owners (or authorized representatives of corporate/limited liability company/partnership/trust Unit Owners).

- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Board of Directors or the President.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Board of Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Board of Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
7. Fiduciary Duty. The officers and members of the Board of Directors of the Association, as well as any manager employed by the Association, have a fiduciary relationship to the Unit Owners. No officer, member of the Board of Directors or manager shall solicit, offer to accept, or accept any thing or service of value for which consideration has not been provided for his own benefit or that of his immediate family, from any person providing or proposing to provide goods or services to the Association. Any such officer, member of the Board of Directors or manager who knowingly so solicits, offers to accept or accepts any such thing or service of value shall, in addition to all other rights and remedies of the Association and Unit Owners, be subject to a civil penalty in accordance with the Act. Notwithstanding the foregoing, this paragraph shall not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs.

An officer, member of the Board of Directors, or agent shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interests of the Association.

8. Member of Board of Directors or Officer Delinquencies. Any member of the Board of Directors or officer more than 90 days delinquent in the payment of any monetary obligation due to the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.
9. Member of Board of Directors or Officer Offenses. Any member of the Board of Directors or officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office, creating a vacancy in the office to be filled according to law until the end of the period of suspension or the end of the member of the Board of Director's term of office, whichever occurs first. While such member of the Board of Directors or officer has such criminal charge pending, he or she may not be appointed or elected to a position as a member of the Board of Directors or officer. However, should the charges be resolved without a finding of guilt, the Director or officer shall be reinstated for the remainder of his or her term of office, if any.
10. Compensation. Neither members of the Board of Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a member of the Board of Directors or officer as an employee of the Association, nor preclude contracting with a member of the Board of Directors or officer for the management of the Condominium or for any other service to be supplied by such member of the Board of Directors or such officer. Members of the Board of Directors and officers shall be reimbursed for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.
11. Resignations. Any member of the Board of Directors or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless earlier withdrawn. The acceptance of a resignation shall not be required to make it effective. If at any time, a member of the Board of Directors, other than a member of the Board of Directors representing the Developer or who at the time of election did not own any Unit, sells his or her Unit (or as to a Unit owned by an entity, sells his or her equitable or beneficial ownership interest in the Unit Owner), such that, after such sale such member of the Board of Directors no longer owns any Unit or an equitable or beneficial interest in any Unit Owner, then upon the closing on the sale of that Unit (or the equitable or beneficial ownership interest), the Director shall be deemed to have tendered his or her resignation.
12. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:
 - 12.1 Budget.
 - (a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, and determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements, the budget or a schedule attached thereto shall show amounts budgeted therefor. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall

include, but not be limited to, any item for which the deferred maintenance expense or replacement cost exceeds \$10,000.00. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost of each reserve item. The Association may adjust replacement and reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Reserves shall not be required if the members of the Association have, by a majority vote at a duly called meeting of members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote to waive reserves or reduce the funding of reserves for the first two (2) fiscal years of operation of the Association, beginning with the fiscal year in which the Declaration is recorded, with the vote taken each fiscal year and to be effective for only one annual budget, after which time and until transfer of control of the Association to Unit Owners other than the Developer, reserves may only be waived or reduced upon the vote of a majority of all non-Developer voting interests voting in person or by limited proxy at a duly called meeting of the Association. Following transfer of control of the Association to Unit Owners other than the Developer, the Developer may vote its voting interest to waive or reduce the funding of reserves. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for any other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to transfer of control of the Association to Unit Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-Developer voting interests, voting in person or by limited proxy at a duly called meeting of the Association.

The only voting interests which are eligible to vote on questions that involve waiving or reducing the funding of reserves, or using existing reserve funds for purposes other than purposes for which the reserves were intended, are the voting interests of the Units subject to assessment to fund the reserves in question. Proxy questions relating to waiving or reducing the funding of reserves or using existing reserve funds for purposes other than purposes for which the reserves were intended shall contain the following statement in capitalized, bold letter in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.**

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget of estimated revenues and expenses shall be hand delivered, mailed or electronically

transmitted to each Unit Owner (at the address last furnished to the Association) not less than fourteen (14) days before the date of the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement and such affidavit shall be filed among the official records of the Association.

- (ii) Special Membership Meeting. If the Board of Directors adopts in any fiscal year an annual budget which requires assessments against Unit Owners which exceed one hundred fifteen percent (115%) of such Assessments for the preceding fiscal year, the Board of Directors shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board of Directors receives, within twenty-one (21) days following the adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days following the adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board of Directors shall hand deliver to each Unit Owner, or mail to each Unit Owner at the address last furnished to the Association, a notice of the meeting. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with this notice requirement and such affidavit shall be filed among the official records of the Association. Unit Owners may consider and adopt a substitute budget at the special meeting. A substitute budget is adopted if approved by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board of Directors shall take effect as scheduled.
 - (iii) Determination of Budget Amount. Any determination of whether assessments exceed one hundred fifteen percent (115%) of assessments for the preceding fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board of Directors does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property.
 - (iv) Proviso. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior fiscal year's Assessments, as herein defined, without the approval of a majority of all voting interests of the members of the Association.
- (b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 12.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which

meeting shall be called and held in the manner provided for such special meetings in said subsection.

- 12.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 12.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- 12.3 Special Assessments and Assessments for Capital Improvements. Special Assessments and Capital Improvement Assessments (as defined in the Declaration) shall be levied as provided in the Declaration and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption of same. The specific purpose or purposes of any special assessment, approved in accordance with the condominium documents, shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.
- 12.4 Depository. The depository of the Association shall be such bank or banks in the State of Florida, which bank or banks must be insured by the FDIC, as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Board of Directors. All sums collected by the Association from Assessments or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors. In addition, a separate reserve account should be established for the Association in such a depository for monies specifically designated as reserves for capital expenditures and/or deferred maintenance. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes, provided that the funds so commingled shall be accounted for separately and the combined account balance of such commingled funds may not, at any time, be less than the amount identified as reserve funds in the combined account.
- 12.5 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may

accelerate the balance of the current budget year's Assessments upon thirty (30) days' prior written notice to the Unit Owner and the filing of a claim of lien, and the then unpaid balance of the current budget year's Assessments shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.

- 12.6 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare and complete, or contract for the preparation and completion of a financial report for the preceding fiscal year (the "Financial Report"). Within twenty-one (21) days after the final Financial Report is completed by the Association, or received from a third party, but not later than one hundred twenty (120) days following the end of the fiscal year, the Board of Directors shall mail, or furnish by personal delivery, a copy of the Financial Report to each Unit Owner, or a notice that a copy of the Financial Report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the Unit Owner.

The Financial Report shall consist of a report of cash receipts and expenditures, and may be prepared by the Association without a meeting or approval of the Unit Owners.

Such report of cash receipts and expenditures must disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

- 12.7 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration.
- 12.8 Notice of Meetings. Notice of any meeting which regular or special assessments against Unit Owners are to be considered for any reason shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes of such assessments.
13. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in

writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

14. Parliamentary Rules. Except when specifically or impliedly waived by the chairman of a meeting (either of members or directors), Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Act, the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Robert's Rules shall not be made so as to frustrate the will of the persons properly participating in said meeting.
15. Amendments. Except as may be provided in the Declaration to the contrary, these By-Laws may be amended in the following manner:
 - 15.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
 - 15.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. The approval must be:
 - (a) by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum has been attained and by not less than two-thirds (2/3) of the entire Board of Directors; or
 - (b) after control of the Association has been turned over to Unit Owners other than the Developer, by not less than two-thirds (2/3) of the votes of the members of the Association voting in person or by proxy at a meeting at which a quorum has been attained.
 - 15.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.
 - 15.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.

Notwithstanding anything to the contrary contained in these By-Laws, any amendment to these By-Laws may only be made in accordance with Section 6.2 (Material Amendments) of the Declaration.

In addition, notwithstanding anything to the contrary contained in these By-Laws, no amendment may be adopted to these By-Laws which would materially adversely affect the parking necessary for or materially affect Unit 4 Owner's ability to construct and develop a 100 room hotel and a 192 seat restaurant and tiki bar on Unit 4 or disallow the such use, without the consent of the owner of the Unit 4.

16. Rules and Regulations. The Board of Directors may, from time to time, adopt, and thereafter, modify, amend or add to rules and regulations, except that subsequent to the date control of the Board of Directors is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board of Directors with respect to any such rules and/or modifications, amendments or additions thereto. Copies of any rules or any modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.
17. Mediation of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall submit such dispute to non-binding mediation before a third-party neutral mediator to be jointly selected by the parties to the Dispute, in the manner set forth in the Declaration.
18. Written Inquiries. When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board of Directors shall respond in writing to the Unit Owner within thirty (30) days of receipt of such inquiry and more particularly in the manner set forth by law. The Association may, through its Board of Directors, adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries.
19. Official Records. From the inception of the Association, the Association shall maintain for the Condominium, a copy of each of the following, if applicable, which shall constitute the official records of the Association:
 - (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;
 - (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
 - (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
 - (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
 - (e) A copy of the current Rules and Regulations of the Association;
 - (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes must be retained for at least 7 years;
 - (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. The Association shall also maintain the electronic mailing addresses and the numbers designated by

Unit Owners for receiving notices sent by electronic transmission of those Unit Owners consenting to receive notice by electronic transmission. The electronic mailing addresses and telephone numbers must be removed from Association records if consent to receive notice by electronic transmission is revoked. However, the Association shall not be liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices;

- (h) All current insurance policies of the Association and of all Condominiums operated by the Association;
- (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;
- (j) Bills of Sale or transfer for all property owned by the Association;
- (k) Accounting records for the Association and the accounting records for the Condominium. All accounting records shall be maintained for at least 7 years. Any person who knowingly or intentionally defaces or destroys accounting records required to be created and maintained by Chapter 718, F.S. during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain such records with the intent of causing harm to the Association or one or more of its members, is personally subject to civil penalty pursuant to Section 718.501(1)(d). The accounting records must include, but not be limited to:
 - (i) Accurate, itemized, and detailed records for all receipts and expenditures.
 - (ii) A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 - (iii) All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
 - (iv) All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained for a period of 1 year;
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections which must be maintained for 1 year from the date of the meeting to which the document relates;
- (m) All rental records if the Association is acting as agent for the rental of Units;
- (n) A copy of the current Question and Answer Sheet, in the form promulgated by the Division, which shall be updated annually; and

- (o) All other records of the Association not specifically listed above which are related to the operation of the Association; and
- (p) A copy of the inspection report as provided in Section 718.301(4)(p), F.S.

The official records of the Association must be maintained within the State for at least seven (7) years. The records of the Association shall be made available to a Unit Owner within 10 miles of the Condominium Property or within the County in which the Condominium is located.

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member and shall be made available to a Unit Owner within five (5) working days after receipt of a written request by the Board of Directors or its designee. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, of the member. The Association may adopt reasonable rules regarding the time, location, notice and manner of record inspections and copying. The failure of an Association to provide official records to a Unit Owner or his authorized representative within ten (10) working days after receipt of a written request therefor creates a rebuttable presumption that the Association willfully failed to comply with this paragraph. Failure to permit inspection of the Association records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. Any person who knowingly or intentionally defaces or destroys accounting records required by the Act to be maintained during the period for which such records are required to be maintained, or who knowingly or intentionally fails to create or maintain accounting records that are required to be created or maintained, with the intent of causing harm to the Association or one of its members. F.S., is personally subject to civil penalty pursuant to Section 718.501(1)(d), F.S. The Association shall maintain on the Condominium Property an adequate number of copies of the Declaration, Articles, By-Laws and rules and regulations, and all amendments to the foregoing, as well as the Question and Answer Sheet and year-end financial information required by the Act, to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing these documents to those persons requesting same. The Association is not responsible for the use or misuse of the information provided to an Association member or his or her authorized representative pursuant to the compliance requirements of the Act unless the Association has an affirmative duty not to disclose such information pursuant to the Act. Notwithstanding the provisions of this Section 19, the following records are not to be accessible to Unit Owners:

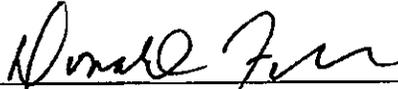
- (i) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege including any record prepared by an Association attorney or prepared at the attorney's express direction, which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings, or which was prepared in anticipation or imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
- (ii) Information obtained by an Association in connection with the approval of the lease, sale or other transfer of a Unit.

- (iii) Personal records of association employees, including, but not limited to, disciplinary, payroll, health, and insurance records.
 - (iv) Medical records of Unit Owners
 - (v) Social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, emergency contact information, any addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person excluding the person's name, unit designation, mailing address and property address.
 - (vi) Any electronic security measure that is used by the Association to safeguard data, including passwords.
 - (vii) The software and operating system used by the Association which allows manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the official records of the Association.
20. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of compliance of the Units to the applicable condominium fire and life safety code.
21. Provision of Information to Purchasers or Lienholders. The Association or its authorized agent shall not be required to provide a prospective purchaser or lienholder with information about the Condominium or the Association other than information or documents required by the Act to be made available or disclosed. The Association or its authorized agent shall be entitled to charge a reasonable fee to the prospective purchaser, lienholder, or the current Unit Owner for its time in providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, provided that such fee shall not exceed \$150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the Association's response.
22. Electronic Transmission. For purposes hereof, "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers. Notwithstanding the provision for electronic transmission of notices by the Association, same may only be sent to Unit Owners that consent to receipt of Association notices by electronic transmission (and only for long as such consent remains in effect). Further, in no event may electronic transmission be used as a method of giving notice of a meeting called in whole or in part regarding the recall of a Director.
23. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. To the extent not otherwise provided for or addressed in these By-Laws, the By-Laws shall be deemed to include the mandatory provisions of Chapter 718, Florida Statutes.

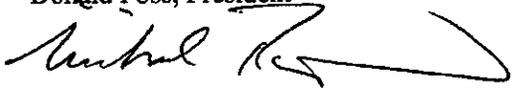
24. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

The foregoing was adopted as the By-Laws of **STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida, as of the 4th day of February, 2016.

Approved:



Donald Foss, President



Michael Raymond, Secretary

EXHIBIT "5"

COPY

**ARTICLES OF INCORPORATION
OF
STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1
NAME**

The name of the corporation shall be **STOCK ISLAND MARINA VILLAGE CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "**Association**", these Articles of Incorporation as the "**Articles**", and the By-Laws of the Association as the "**By-Laws**".

**ARTICLE 2
OFFICE**

The principal office and mailing address of the Association shall be 7009 Shrimp Road, Suite #2, Key West, FL 33040, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by Chapter 718, Florida Statutes, as it exists as of the date hereof (the "**Act**").

**ARTICLE 3
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Act for the operation of that certain condominium located in Monroe County, Florida, and known as **STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM** (the "**Condominium**").

**ARTICLE 4
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Stock Island Marina Village, a Condominium ("**Declaration**") to be recorded in the Public Records of Monroe County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5
POWERS

The powers of the Association shall include and be governed by the following:

- 5.1 General. The Association shall have all of the common-law and statutory powers of a corporation not-for-profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Act.
- 5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties subject to the limitations set forth in the Declaration.
 - (b) To assume all of Developer's and/or its affiliates' responsibilities to the County, and its and/or their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property (including, without limitation, any and all obligations imposed by any permits or approvals issued by the City and/or County, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.
 - (c) To acquire, convey, lease, sell and grant encumbrances on both real and personal property in accordance with the provisions of the Declaration.
 - (d) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, and other property acquired or leased by the Association in accordance with the provisions of the Declaration.
 - (e) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners in accordance with the provisions of the Declaration.
 - (f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association

Property and for the health, comfort, safety and welfare of the Unit Owners.

- (g) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
- (h) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property and Association Property.
- (i) To contract for the management and maintenance of the Condominium Property and/or Association Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as reviewing and evaluating the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements and/or Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (j) To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.
- (k) Subject to the limitations set forth in the Declaration, to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.) approved by the Board, and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

5.3 Association Property. All funds and the title to Association Property shall be held for the use and benefit of its members in accordance with the provisions of the Declaration.

5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise

authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

- 5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

ARTICLE 6 **MEMBERS**

- 6.1 Membership. The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their respective successors and assigns.
- 6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 6.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for the Owner of each Unit. All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.
- 6.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 7 **TERM OF EXISTENCE**

The Association shall have perpetual existence, unless dissolved in accordance with applicable law.

ARTICLE 8 **INCORPORATOR**

The name and address of the Incorporator of this Corporation is:

Name

Address

00037582

Articles

Matthew Strunk

7009 Shrimp Road, Suite #2
Key West, FL 33040

ARTICLE 9
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the first annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

| | | |
|----------------------------|-----------------|--|
| <u>President</u> | Donald Foss | 25505 W. 12 Mile Road, Ste. 3000 Southfield, MI 48034 |
| <u>Vice President</u> | Matthew Strunk | 7009 Shrimp Rd., Suite #2 Key West, FL 33040 |
| <u>Secretary/Treasurer</u> | Michael Raymond | 2600 Big Beaver Rd., Ste. 300 Troy, MI 48084 |

ARTICLE 10
MEMBERS OF BOARD OF DIRECTORS

- 10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors, with the number of members of the Board of Directors determined in the manner provided by the By-Laws. In no event shall there be fewer than three (3) members of the Board of Directors. Members of the Board of Directors need not be members of the Association/Unit Owners.
- 10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required by the Act, the Declaration, these Articles, or the By-laws.
- 10.3 Election; Removal. Members of the Board of Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Members of the Board of Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

- 10.4 Term of Developer's Appointees to Board of Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
- 10.5 First Members of Board of Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors have taken office, as provided in the By-Laws, are as follows:

| <u>Name</u> | <u>Address</u> |
|-----------------|--|
| Donald Foss | 25505 W. 12 Mile Road, Ste. 3000 Southfield, MI 48034 |
| Matthew Strunk | 7009 Shrimp Rd., Suite #2 Key West, FL 33040 |
| Michael Raymond | 2600 Big Beaver Rd., Ste. 300 Troy, MI 48084 |

- 10.6 Standards. Each member of the Board of Directors shall discharge his or her duties, including any duties as a member of a committee, if applicable, in good faith; with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interest of the Association. Unless a member of the Board of Directors has knowledge concerning a matter in question that makes reliance unwarranted, he or she may, in discharging his or her duties, rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the member of the Board of Directors reasonably believes to be reasonable and competent in the matters presented; legal counsel, public accountants or other persons as to matters the member of the Board of Directors reasonably believes are within the persons' professional or expert competence; or a committee of which the member of the Board of Directors is not a member if the member of the Board of Directors reasonably believes the committee merits confidence. A member of the Board of Directors is not liable for any action taken as a member of the Board of Directors, or any failure to take action, if he or she performed the duties of his or her office in compliance with the foregoing standards.

ARTICLE 11 **INDEMNIFICATION**

- 11.1 Indemnitees. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by

reason of the fact that he or she is or was a member of the Board of Directors, or an officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

- 11.2 Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding, or any threat of same, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board of Directors, the estimated expense of litigating the proceeding to conclusion, including all fees and costs that would actually and reasonably be incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Article 11 in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or subsection 11.2, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.
- 11.4 Determination of Applicability. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board of Directors, officer, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2 above. Such determination shall be made:

- (a) By the Board of Directors by a majority vote of a quorum consisting of members of the Board of Directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more members of the Board of Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
 - (i) selected by the Board of Directors by the method prescribed in paragraph 11.4(a) or the committee by the method prescribed in paragraph 11.4(b); or
 - (ii) if a quorum of the Board of Directors cannot be obtained for paragraph 11.4(a) and the Committee cannot be designated under paragraph 11.4(b), selected by majority vote of the full Board of Directors (in which members of the Board of Directors who are parties may participate); or
- (d) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

11.5 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

11.6 Advancing Expenses. Expenses incurred by an officer or member of the Board of Directors in defending a civil or criminal proceeding, or any threat of same, may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such member of the Board of Directors or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents of the Association may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any member of the Board of Directors, or officers, employees, or agents, under any bylaw, agreement, vote of members of the Association or disinterested members of the

Board of Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any member of the Board of Directors, officer, employee, or agent if a judgment or other final adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the member of the Board of Directors, officer, employee, or agent had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;
- (b) A transaction from which the member of the Board of Directors, officer, employee, or agent derived an improper personal benefit; or
- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 11 shall continue, unless otherwise provided when authorized or ratified, with respect to a person who has ceased to be a member of the Board of Directors, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board of Directors or of the members in the specific case, a member of the Board of Directors, or an officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (a) The member of the Board of Directors, or the officer, employee, or agent is entitled to mandatory indemnification under subsection 11.3, in which case the court shall also order the Association to pay such member of the Board of Directors, or the officer, employee, or agent reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (b) The member of the Board of Directors, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue

of the exercise by the Association of its power pursuant to subsection 11.7; or

- (c) The member of the Board of Directors, or the officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 11.1, subsection 11.2, or subsection 11.7, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or acted in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

- 11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include reasonable attorneys' fees and related "out-of-pocket" expenses, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "servicing at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on, and which are accepted by, such persons.
- 11.11 Effect. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote of members or otherwise.
- 11.12 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

ARTICLE 12
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 13
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

- 13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be effected thereby.
- 13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).
- 13.3 Limitation. No amendment to these Articles shall be made that is in conflict with or prohibited by the Act, the Declaration or the By-Laws.
- 13.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.
- 13.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Monroe County, Florida with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

Notwithstanding anything to the contrary contained in these Articles, any amendment to these Articles may only be made in accordance with Section 6.2 (Material Amendments) of the Declaration.

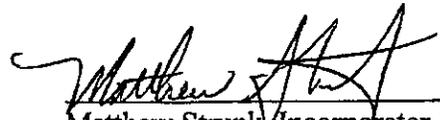
In addition, notwithstanding anything to the contrary contained in these Articles, no amendment may be adopted to these Articles which would materially adversely affect the parking necessary for or materially affect Unit 4 Owner's ability to construct and develop a 100 room hotel and a 192 seat restaurant and tiki bar on Unit 4 or disallow the such use, without the consent of the owner of the Unit 4.

ARTICLE 14
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 7009 Shrimp Road, Suite #2, Key West, Florida 33040. The initial registered agent at that address shall be Matthew Strunk.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE AND CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED CONTAINED ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 6th day of
January, 2016.

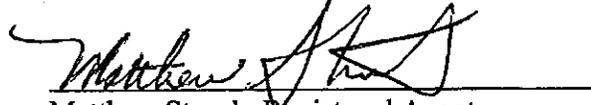

Matthew Strunky Incorporator

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Monroe, State of Florida, the Association named in the said articles has named Matthew Strunk, located at 7009 Shrimp Rd., Suite #2, Key West, FL 33040, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



Matthew Strunk, Registered Agent

Dated this 6th day of January, 2016

FILED
STATE
RECORDS
15 JAN -9 10 2:44

| | ParcelId | OwnerName | OwnerAddress1 | OwnerCityStZip |
|----|-----------------|---|---|---|
| 1 | 00123540-000000 | KEYS FRESH SEAFOOD LLC | 41 Bay Dr | Key West, FL 33040 |
| 2 | 00123570-000000 | BAMA ONE LLC | 6810 Front St | Key West, FL 33040 |
| 3 | 00123580-000000 | KFS2 LLC | 6840 Front St | Key West, FL 33040 |
| 4 | 00123590-000000 | SAFE HARBOR PROPERTIES LLC | 6810 Front St | Key West, FL 33040 |
| 5 | 00123600-000100 | SAFE HARBOR SEAFOOD LLC | 1025 18th Ter | Key West, FL 33040 |
| 6 | 00123610-000000 | FLA KEYS AQUEDUCT COMM | 1100 Kennedy Dr | Key West, FL 33040 |
| 7 | 00123620-000000 | THE UTILITY BOARD OF THE CITY OF KEY WEST | 1001 James St C/O DEP, DIVISION OF STATE LANDS 3900 Commonwealth Blvd Mail Station 108 | Key West, FL 33040 Tallahassee, FL 32399 |
| 8 | 00123630-000000 | BOT T1IF | 7281 Shrimp Rd | Key West, FL 33040 |
| 9 | 00123660-000000 | ROBBIES SAFE HARBOR MARINE ENT INC | PO Box 144235 | Coral Gables, FL 33114 |
| 10 | 00123720-000400 | JKYD LLC | 6811 Shrimp Rd | Key West, FL 33040 |
| 11 | 00123730-000200 | CONSTELLATION YACHTS INC | P O BOX 2455 | KEY WEST, FL 33040 |
| 12 | 00123731-000000 | SAFE HARBOR ENTERPRISES INC | 1415 Flagler Ave | Key West, FL 33040 |
| 13 | 00123740-000000 | 3 D OF KEY WEST INC | PO Box 2455 | Key West, FL 33045 |
| 14 | 00123770-000000 | BERNSTEIN BENJAMIN RESIDUARY TR B U/T/W | 1100 Simonton St | Key West, FL 33040 |
| 15 | 00123780-000000 | MONROE COUNTY | 1424 S Roosevelt Blvd | Key West, FL 33040 |
| 16 | 00123800-000102 | HARBOR BAY INVESTMENTS LLC | 6701 Shrimp Rd | Key West, FL 33040 |
| 17 | 00123800-000103 | MERIDIAN WEST LTD | PO Box 2125 | Key West, FL 33045 |
| 18 | 00123850-000100 | K W RESORT UTILITIES CORP | PO Box 2455 | Key West, FL 33045 |
| 19 | 00123880-000000 | BERNSTEIN ROGER | 136 Washington Ave | New Rochelle, NY 10801 |
| 20 | 00123880-000100 | COWLES CHRIS | 1075 C21 Duval St | Key West, FL 33040 |
| 21 | 00123900-000000 | KEY COW LLC | 1075 C21 Duval St | Key West, FL 33040 |
| 22 | 00123910-000000 | PARCELS B AND C LLC | | |
| 23 | 00127300-000000 | BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY | 1100 Simonton St | Key West, FL 33040 |
| 24 | 00127360-000000 | BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY FL | 1100 Simonton St | Key West, FL 33040 |
| 25 | 00127380-000000 | BERNSTEIN BENJAMIN TRUST B | PO Box 2455 | Key West, FL 33045 |
| 26 | 00127390-000000 | STATE OF FL DEPT OF TRANSPORTATION | 605 Suwannee St | Tallahassee, FL 32399 |
| 27 | 00128400-000000 | KIDWELL DAVID L | PO Box 2548 | Key West, FL 33045 |
| 28 | 00128410-000000 | SHINE SR DEREK LANG | 24 C 9th Ave | Key West, FL 33040 |
| 29 | 00128420-000000 | MARTINEZ REYNALDO A | 1107 Key | Key West, FL 33040 |
| 30 | 00128640-000000 | BOZA MARY J | 46 C 10th Ave | Key West, FL 33040 |
| 31 | 00128650-000000 | MORALES JOSE O | 48 C 10th Ave | Key West, FL 33040 |
| 32 | 00128670-000000 | HERNANDEZ ROBERT | 50 C 10th Ave | Key West, FL 33040 |
| 33 | 00128890-000000 | RIVIERA DRIVE IN THEATRE INC | PO Box 2455 | Key West, FL 33045 |
| 34 | 00128900-000000 | KEY WEST REAL ESTATE VENTURES LLC | 1616 Atlantic Blvd | Key West, FL 33040 |
| 35 | 00128910-000000 | GROSBY 2 SAM INC | 1331 Duncan St | Key West, FL 33040 |
| 36 | 00128920-000000 | WASHINGTON R INVESTMENTS LLC | 1107 Key Plaza | Key West, FL 33040 |
| 37 | 00129130-000000 | ALFARO CARIDAD | 46 D 11th Ave | Key West, FL 33040 |
| 38 | 00129140-000000 | GOURGUE JEAN L | 47 D 11th Ave | Key West, FL 33040 |
| 39 | 00129150-000000 | HAYNIE THOMAS GLENN | 48 D 11th Ave | Key West, FL 33040 |
| 40 | 00129160-000000 | CABRERA LEONARDO | 49 D 11th Ave | Key West, FL 33040 |
| 41 | 00129170-000000 | CABRERA BERTA | 50 D 11th Ave | Key West, FL 33040 |
| 42 | 00129380-000000 | LAPIERRE JEFFREY | 21 E 11th Ave | Stock Island, FL 33040 |
| 43 | 00129390-000000 | E22 11TH AVENUE LLC | 5585 2nd Ave | Key West, FL 33040 |
| 44 | 00129400-000000 | ROBERTSON DOLORES L | 23 E 11th Ave | Key West, FL 33040 |
| 45 | 00129410-000000 | ARENCIBIA FRANCISCO | 24 E 11th Ave | Key West, FL 33040 |
| 46 | 00129420-000000 | MONFORT DENNY | 25 E 11th Ave | Key West, FL 33040 |
| 47 | 00129630-000000 | OLDHAM REJANE | 46 E 12th Ave | Key West, FL 33040 |
| 48 | 00129640-000000 | GALVAN JORGE E | 2603 Harris Ave | Key West, FL 33040 |
| 49 | 00129650-000000 | PAZARA TERESA EBELING | 48 E 12th Ave | Key West, FL 33040 |
| 50 | 00129660-000000 | VELOSO DOMINGO J DEC TR 11/12/1997 | 17042 Starfish Ln W | Summerland Key, FL 33042 |
| 51 | 00129670-000000 | HESSE DONNA M | 50 E 12th Ave | Key West, FL 33040 |
| 52 | 00132320-000000 | BLANCO GERARDO | 49 B 9th Ave | Key West, FL 33040 |
| 53 | 00132330-000000 | MCQUAIG HELEN | 1330 W 4th St | Freeport, TX 77541 |
| 54 | 00132331-002800 | MATHEWS DEVELOPMENT COMPANY INC | 3320 W County Highway 30A | Santa Rosa Beach, FL 32459 |
| 55 | 00132331-003100 | BERNSTEIN JORDAN M | PO Box 2455 | Key West, FL 33045 |

3 D OF KEY WEST INC
1415 Flagler Ave
Key West, FL 33040

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Key West, FL 33040

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BERNSTEIN ROGER
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BOARD OF COUNTY COMMISSIONERS C
1100 Simonton St
Key West, FL 33040

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Key West, FL 33040

BOT TIIIF
C/O DEP, DIVISION OF STATE LANDS
3900 Commonwealth Blvd Mail Station 108
Tallahassee, FL 32399

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New Rochelle, NY 10801

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Coral Gables, FL 33114

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Key West, FL 33045

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LAPIERRE JEFFREY
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Stock Island, FL 33040

LONGSTOCK II LLC
7009 Shrimp Rd
Key West, FL 33040

MARTINEZ REYNALDO A
1107 Key
Key West, FL 33040

MATHEWS DEVELOPMENT COMPANY IN
3320 W County Highway 30A
Santa Rosa Beach, FL 32459

MCQUAIG HELEN
1330 W 4th St
Freeport, TX 77541

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Key West, FL 33040

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MONROE COUNTY
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Key West, FL 33040

SAFE HARBOUR PROPERTIES LLC
6810 Front St
Key West, FL 33040

SHINE SR DEREK LANG
24 C 9th Ave
Key West, FL 33040

SIMV HOTEL 1 LLC
2121 Ponce de Leon Blvd
Coral Gables, FL 33134

STATE OF FL DEPT OF TRANSPORTATIO
605 Suwannee St
Tallahassee, FL 32399

THE UTILITY BOARD OF THE CITY OF KE
1001 James St
Key West, FL 33040

VELOSO DOMINGO J DEC TR 11/12/1997
17042 Starfish Ln W
Summerland Key, FL 33042

WASHINGTON R INVESTMENTS LLC
1107 Key Plaza
Key West, FL 33040

AGENT AUTHORIZATION FORM

Date of Authorization: 02 / 21 / 2020
Month Day Year

I hereby authorize SMITH HAWKS, PL / BARTON W. SMITH, ESQ., CHELSEA VANADIA, ESQ., JESS GOODALL, ESQ. & ANTHONY DAVILA, ESQ. be listed as authorized agent
(Print Name of Agent)

representing LONGSTOCK II, LLC and SIMV HOTEL 1, LLC for the application submission
(Print Name of Property Owner(s) the Applicant(s))

of Request for Amendment to Development Agreement & Request for Amendment to Major Conditional Use Permit
(List the Name and Type of applications for the authorization)

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

SEE ATTACHED STOCK ISLAND
Lot Block Subdivision Key (Island)

SEE ATTACHED

Real Estate (RE) Number Alternate Key Number

SEE ATTACHED 5

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

Authorized Agent Contact Information:

138 Simonton Street, Key West, FL 33040

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

(305)296-7227 BART@SMITHHAWKS.COM

Work Phone Home Phone Cell Phone Email Address

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

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

Signature of Property Owner: [Handwritten Signature]

Printed Name of Property Owner: MATTHEW STRUNK, Authorized Signatory

STATE OF New York COUNTY OF Suffolk County

Sworn to and subscribed before me this 21st day of February, 2020

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

as identification.

(Type of ID Produced)

Signature of Notary Public [Handwritten Signature]

MARIE CERULLI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CE5015137
Qualified in Suffolk County

My Commission Expires 07-12-2023
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

Parcel 1: RE #: 00123761-000100; AK:9103815

Parcel 2: RE #:00123761-000200; AK: 9103816

Parcel 3: RE #: 00123761-000300; AK: 9103817

Parcel 4: RE #: 00123761-000400; AK: 9103818 (SIMV HOTEL 1 LLC)

Parcel 5: RE #: 00123761-000500; AK: 9103819

Parcel 6: RE #: 00123761-000600; AK: 9103820

Parcel 7: RE #: 00123761-000700; AK: 9103821

Parcel 8: RE #: 00123761-000800; AK: 9103822

Parcel 9: RE #: 00123761-000900; AK:9103823

Parcel 10: RE #: 00123761-001000; AK: 9103824

LAND DESCRIPTION:Book 2063312
Blk 2781 Pgs 1340**UNIT 1:**

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 729.82 feet to the southerly line of a 30 foot wide Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida; thence S 84°02'07" E along the southerly line of said Ingress/Egress Easement, 191.68 feet; thence S 84°03'04" E continuing along said southerly line, also being the north line of Unit 2, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 255.99 feet to the POINT OF BEGINNING; thence continue S 84°03'04" E along the southerly line of said Ingress/Egress Easement, 137.12 feet; thence S 05°57'42" W, 227.36 feet to the north line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 85°29'39" W along the north line of said Common Element, 138.25 feet to the east line of said Unit 2; thence N 06°13'53" E along the east line of said Unit 2, a distance of 230.84 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 31,537 square feet (0.724 acres), more or less.

TOGETHER WITH:

An easement for ingress and egress over and upon the following described property, recorded in Official Records Book 1238, at Page 464, Official Records Book 2287, at Page 719, and in Official Records Book 2699, at Page 355, more particularly described as follows:

A parcel of land lying in Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being more particularly describes as follows:

COMMENCE at the northwest corner of Block 57 of McDONALD'S PLAT OF A PART OF STOCK ISLAND, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence along the southerly right-of-way line of Fifth Avenue, South 84°02'07" East, a distance of 499.98 feet to the west line of Trustees Deed No. 20083 as recorded in Official Records Book G-65, Page 82; thence leaving said line South 05°57'53" West along said line, a distance of 699.82 feet to the POINT OF BEGINNING; thence South 84°02'07" East, parallel with the southerly line of said Fifth Avenue, a distance of 740.00 feet; thence South 05°57'53" West, a distance of 40.00 feet; thence North 84°02'07" West, a distance of 155.00 feet; thence North 05°57'53" East, a distance of 10.00 feet; thence North 84°02'07" West, a distance of 585.00 feet to the west line of said Trustees Deed; thence North 05°57'53" East along said line, a distance of 30.00 feet to the POINT OF BEGINNING.

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| REVISIONS REVISIONS FOR CORRECTIONS 2/20/08 S.A.M. ADD TO ENCL. REC. 12/27/05 S.A.M. |  ANDREW & ASSOCIATES, INC. SURVEYING & MAPPING 20 BLVD. SINGAPORE SQUARE #01 OCCUPATION ROAD, SINGAPORE TEL: (65) 6372304, FAX: (65) 284-7125 www.ANDREW-SURVEY.COM <small>Our Surveying Services are performed by a duly licensed and registered surveyor in the State of Florida.</small> | STOCK ISLAND MARINA VILLAGE A CONDOMINIUM UNIT 1 709 SHRIMP ROAD SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA | JOB #: 9801-2 SCALE: AS SHOWN DATE: 07/20/05 BY: S.A.M. CHECKED: K.A.C. FS: - PA: - SHEET 25 OF 60 |
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LAND DESCRIPTION:

UNIT 3:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet to the POINT OF BEGINNING; thence S 04°02'13" E, 161.82 feet to the west line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 05°58'13" W along the west line of said Common Element, a distance of 67.93 feet to the point of curvature of a curve concave to the northwest, having a radius of 30.00 feet and a central angle of 89°56'52"; thence southwesterly along the arc of said curve also being the northwesterly line of said Common Element, a distance of 47.10 feet; thence N 84°04'56" W along the north line of said Common Element, 122.06 feet to the point of curvature of a curve concave to the northeast, having a radius of 15.00 feet and a central angle of 40°37'07"; thence northwesterly continuing along the north line of said Common Element and along the arc of said curve, a distance of 10.63 feet to the easterly right-of-way line of said Shrimp Road; thence N 05°57'50" E along said easterly right-of-way line, 94.42 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 15,649 square feet (0.359 acres), more or less.

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| <p>REVISIONS</p> <p>REVISION NO. COMMENTS DATE BY</p> <p> </p> <p> </p> <p> </p> <p> </p> |  <p>ARVON & ASSOCIATES, INC. SURVEYING & MAPPING 401 N.W. 20th Avenue, Suite 102 Boca Raton, Florida 33432 TEL: (561) 993-1111, FAX: (561) 993-1125 www.arvon-survey.com <small>State of Florida License No. 11446 Florida Chapter of National Association of Professional Surveyors</small></p> | <p>STOCK ISLAND MARINA VILLAGE A CONDOMINIUM UNIT 3</p> <p>700 SHRIMP ROAD SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, DEERHEAD, MONROE COUNTY, FLORIDA.</p> | <p>JOB # INT-2 SCALE AS SHOWN DRAWN BY/DATE BY K.M.C. CHECKED K.M.C. PA - PG - SHEET 29 OF 80</p> |
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LAND DESCRIPTION:

UNIT 4:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northeast corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book I, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said westerly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 125.72 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING, said point also being a point of cusp on a non-tangent curve, concave to the southeast, having a radius of 15.00 feet and a central angle of 44°05'03" (a radial line bears S 35°09'36" E from said point); thence northeasterly along the south line of said Common Element and the arc of said curve, a distance of 10.76 feet to a point of tangency; thence S 84°04'56" E continuing along the south line of said Common Element, 196.37 feet; thence S 05°32'11" W along the west line of said Common Element, 261.71 feet; thence continue along said west line S 07°30'52" W, 63.57 feet; thence N 84°30'00" W along the north line of said Common Element, 188.39 feet to a point of curvature of a curve concave to the northeast, having a radius of 20.00 feet and a central angle of 63°53'07"; thence northwesterly along the arc of said curve also being the north line of said Common Element, 22.30 feet to the east right-of-way line of said Shrimp Road; thence N 05°57'30" E along said east right-of-way line, 311.87 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 67,482 square feet (1.549 acres), more or less.

DEED 2011-001-1000

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| <p>REVISIONS</p> <p>REVISION FOR COMMENTS: 3/26/15 T.A.M.</p> <p>REVISION DEC UNIT 4: 12/21/15 S.A.M.</p> <p>REVISION DEC UNIT 4: 04/26/15 S.A.M.</p> |  <p>J. MURPHY & ASSOCIATES, INC. SURVEYING & MAPPING 101 N.W. 10th Avenue, Suite 102 Boca Raton, Florida 33431 TEL: (561) 366-2204, FAX: (561) 366-1125 www.JMURPHYANDASSOCIATES.com</p> <p><small>Surveyor J. MURPHY & ASSOCIATES, INC. is a member of the Florida Society of Professional Surveyors, Inc. and is duly licensed to perform all surveying functions.</small></p> | <p>STOCK ISLAND MARINA VILLAGE A CONDOMINIUM UNIT 4</p> <p>7000 SHRIMP ROAD SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA</p> | <p>JOB #: 9881-3 SCALE: AS SHOWN DATE: 07/2011 BY: S.A.M. CHECKED: K.M.C. P.A. - P.O. - SHEET 31 OF 98</p> |
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LAND DESCRIPTION:

UNIT 6

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.65 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 482.57 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and a point of cusp on a non-tangential curve, concave to the southeast, having a radius of 20.00 feet and a central angle of 39°16'50" (a radial line bears S 33°46'50" E from said point); thence northeasterly along the south line of said Common Element and the arc of said curve, a distance of 20.69 feet to a point of tangency; thence S 84°30'00" E continuing along the south line of said Common Element, 307.74 feet to the POINT OF BEGINNING; thence continue S 84°30'00" E along the south line of said Common Element, 100.87 feet to the west line of said Common Element; thence S 05°48'15" W along the west line of said Common Element, 192.32 feet to the north line of Unit 7, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 84°30'00" W along the north line of said Unit 7, a distance of 88.34 feet to the east line of Unit 6, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 02°02'29" E along the west line of said Unit 6, a distance of 192.67 feet to the POINT OF BEGINNING.

Sold (lands lying and situate in Monroe County, Florida, containing 18,195 square feet (0.418 acres), more or less.

Date of Survey: 10/15/10
 Date of Plat: 10/15/10

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| <p>REVISIONS</p> <p>REVISED PER COMMENTS: 10/15/10 S.A.M.</p> |  <p>AYVON & ASSOCIATES, INC. SURVEYING & MAPPING 200 S.W. 10TH AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL: (561) 995-5994 FAX: (561) 995-7125 WWW.AYVONONLINE.COM</p> <p><small>AYVON & ASSOCIATES, INC. IS AN EQUAL OPPORTUNITY FIRM. WE DO NOT DISCRIMINATE ON THE BASIS OF RACE, GENDER, RELIGION, NATIONAL ORIGIN, ANCESTRY, COLOR, SEX, OR AGE.</small></p> | <p>STOCK ISLAND MARINA VILLAGE A CONDOMINIUM UNIT 6</p> <p>700 SHRIMP ROAD SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA</p> | <p>JOB# 9881-2 SCALE: AS SHOWN DATE: 04/08/10 BY: S.A.M. CHECKED: K.M.G. P.L. - P.G. - SHEET 33 OF 80</p> |
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LAND DESCRIPTION:

UNIT 6

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE of the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 4, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.86 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 482.57 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING, said point also being a point of curv on a non-tangent curve, concave to the southeast, having a radius of 20.00 feet and a central angle of 59°16'50" (a radial line bears S 53°46'50" E from said point); thence northeasterly along the south line of said Common Element and the arc of said curve, a distance of 20.69 feet to a point of tangency; thence S 84°30'00" E continuing along the south line of said Common Element, 107.74 feet to the west line of Unit 5, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 02°02'25" W along the west line of said Unit 5, a distance of 182.67 feet to the north line of Unit 7, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 84°30'00" W along the north line of said Unit 7, a distance of 138.01 feet to the easterly right-of-way line of said Shrimp Road; thence N 05°57'30" E along said easterly right-of-way line, 182.54 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 25,229 square feet (0.579 acres), more or less.

2005-11-24 10:12:12 AM

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| <p>REVISIONS</p> <p>REVISED FOR CORRECTIONS 3/28/03 S.A.L.</p> |  <p>ALPHEON & ASSOCIATES, INC. SURVEYING & MAPPING 80 B.L. AND AVENUE, SUITE 100 BOCA RATON, FLORIDA 33432 TEL. (561) 995-3901, (561) 995-3475 WWW.ALPHEON-SURVEY.COM <small>STATE OF FLORIDA LICENSED SURVEYOR NO. 12458 THE OFFICE OF THE SURVEYOR GENERAL, PALM BEACH, FLORIDA</small></p> | <p>STOCK ISLAND MARINA VILLAGE A CONDOMINIUM UNIT 6</p> <p>700 SHRIMP ROAD SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA</p> | <p>JOB# DES1-2 SCALE AS SHOWN DRAWN BY: K.M.C. DATE 3/21/03 CHECKED K.M.C. FB - PL - SHEET 36 OF 69</p> |
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LAND DESCRIPTION:

UNIT 7:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 498.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 813.35 feet; thence S 05°57'30" W continuing along said east right-of-way line of Shrimp Road, 665.11 feet to the south line of Unit 6, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING; thence S 84°30'00" E along the south line of said Unit 6 and the south line of Unit 5, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM, a distance of 226.35 feet to the west line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence S 05°45'15" W along the west line of said Common Element, 157.50 feet to the north line of said Common Element (the following three courses being along said north line); thence S 89°31'30" W, 184.26 feet; thence N 42°41'02" W, 21.50 feet; thence S 89°31'30" W, 22.50 feet to the easterly right-of-way line of Public Right-of-Way Tract 2 of Shrimp Road as recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida; thence N 04°02'04" E along said easterly right-of-way line of Public Right-of-Way Tract 2, a distance of 156.78 feet; thence N 05°57'30" E continuing along the easterly right-of-way line of said Shrimp Road, 7.96 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 37,401 square feet (0.859 acres), more or less.

DEED 2008-012
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| <p>REVISIONS</p> <p>REVISED BY COMMENTS DATE</p> <p>REVISED BY COMMENTS DATE</p> |  <p>ANNON & ASSOCIATES, INC. SURVEYING & MAPPING AN S.L. AND A MEMBER, SOCIETY OF PROFESSIONAL SURVEYORS 7741 W. 10th Avenue, Fort Lauderdale, FL 33309 TEL: (954) 582-0000 FAX: (954) 582-7125 www.annon-survey.com</p> <p><small>© 2008 Annon & Associates, Inc. All rights reserved. This document is the property of Annon & Associates, Inc. and shall not be reproduced or copied without written permission.</small></p> | <p>STOCK ISLAND MARINA VILLAGE A CONDOMINIUM UNIT 7</p> <p>700 SHRIMP ROAD SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.</p> | <p>JOB # 9801-2 SCALE AS SHOWN DATE 04/20/08 BY SAM CHECKED K.M.C. PL - PG - SHEET 37 OF 60</p> |
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LAND DESCRIPTION:

UNIT 8

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Slack Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Strimp Road (a 30 foot wide right-of-way); thence S 05°57'53" W along said easterly right-of-way line, 913.55 feet; thence S 05°57'30" W continuing along said east right-of-way line of Strimp Road, 673.07 feet; thence S 04°02'04" W along the easterly right-of-way line of Public Right-of-Way Tract 2 of Strimp Road as recorded in Official Records Book 2030, Page 949, of said Public Records of Monroe County, Florida, a distance of 217.89 feet to the south line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING; thence N 89°31'30" E along the south line of said Common Element, 241.71 feet to the west line of said Common Element; thence S 05°59'09" W along the west line of said Common Element, 240.68 feet to the north line of Unit 8, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM; thence N 83°48'16" W along the north line of said Unit 8, a distance of 232.83 feet to the easterly right-of-way line of said Public Right-of-Way Tract 2 of Strimp Road; thence N 04°02'04" E along said easterly right-of-way line of said Public Right-of-Way Tract 2, a distance of 212.75 feet to the POINT OF BEGINNING.

Said land's lying and situate in Monroe County, Florida, containing 53,663 square feet (1.232 acres), more or less.

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LAND DESCRIPTION:

UNIT:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S FLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 0402'07" E along the north boundary line of said Block 57, a distance of 499.98 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 0557'53" W along said easterly right-of-way line, 913.55 feet; thence S 0557'30" W continuing along said east right-of-way line of Shrimp Road, 673.07 feet; thence S 0402'04" W along the easterly right-of-way line Public Right-of-Way Tract 2 of Shrimp Road as recorded in Official Records Book 2030, Page 849, of said Public Records of Monroe County, Florida, a distance of 430.64 feet to the south line of Unit 8, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM and the POINT OF BEGINNING; thence S 8348'16" E along the south line of said Unit 8, a distance of 232.93 feet to the west line of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM (the following two courses being along said west line); thence S 0539'09" W, 76.99 feet; thence S 3040'20" E, 17.68 feet to the south line of said Common Element (the following six courses being along said south line); thence S 8957'48" E, 30.09 feet; thence S 8017'05" E, 9.47 feet; thence S 6728'34" E, 24.96 feet; thence N 5614'45" E, 13.06 feet; thence N 8328'52" E, 22.88 feet; thence S 8811'43" E, 28.19 feet; thence S 0755'28" W departing the south line of said Common Element, 119.05 feet to the northerly right-of-way line of said Public Right-of-Way Tract 2 of Shrimp Road; thence N 8402'53" W along the northerly right-of-way line of said Public Right-of-Way Tract 2, a distance of 287.99 feet to the point of curvature of a curve, concave to the northwest, having a radius of 75.00 feet and a central angle 8804'57"; thence northwesterly along the arc of said curve also being the northeasterly right-of-way line of said Public Right-of-Way Tract 2, a distance of 115.30 feet to a point of tangency; thence N 0402'04" E along the easterly right-of-way line of said Public Right-of-Way Tract 2, a distance of 125.01 feet to the POINT OF BEGINNING.

Said lands lying and situate in Monroe County, Florida, containing 59,104 square feet (1.357 acres), more or less.

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| <p>REVISIONS</p> <p>REMED FOR ERRORS 1/24/15 S.J.M.</p> |  <p>ANNON & ASSOCIATES, INC. SURVEYING & MAPPING 20 S.W. 11th Avenue, Suite 101 Boca Raton, Florida 33432 TEL: 561-993-8888 FAX: 561-993-7105 www.annon-survey.com <small>© 2015 ANNON & ASSOCIATES, INC. All rights reserved. This document is the property of ANNON & ASSOCIATES, INC. and is not to be reproduced or transmitted in any form or by any means.</small></p> | <p>STOCK ISLAND MARINA VILLAGE A CONDOMINIUM UNIT 8</p> <p>7100 SHRIMP ROAD SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST STOCK ISLAND, KEY WEST, MONROE COUNTY, FLORIDA.</p> | <p>JOB # 9901-2 SCALE AS SHOWN DATE 09/28/15 BY S.J.M. CHECKED R.M.C. P.L. - PG. -- SHEET 41 OF 60</p> |
|--|---|--|---|

LAND DESCRIPTION:

Book 2003312
 Plat 2311 Page 1407

UNIT 10:

A portion of Section 35, Township 67 South, Range 25 East, Monroe County, Florida, being a parcel of land on Stock Island, described as follows:

COMMENCE at the northwest corner of Block 57, McDONALD'S PLAT OF A PART OF STOCK ISLAND, according to the Plat thereof, as recorded in Plat Book 1, Page 55, of the Public Records of Monroe County, Florida; thence S 84°02'07" E along the north boundary line of said Block 57, a distance of 499.96 feet to the east right-of-way line of Shrimp Road (a 30 foot wide right-of-way); thence S 05°57'03" W along said easterly right-of-way line, 699.02 feet to the north line of an Ingress/Egress Easement recorded in Official Records Book 2499, Page 355, of said Public Records of Monroe County, Florida; thence S 84°02'07" E along the north line of said Ingress/Egress Easement and its easterly extension, 920.00 feet; thence S 83°54'54" E, 255.03 feet; thence S 05°47'25" E, 265.97 feet to the POINT OF BEGINNING; thence continue S 05°47'25" E, 392.29 feet; thence N 81°44'33" E, 132.19 feet; thence S 08°52'27" E, 959.43 feet; thence N 84°02'07" W, 393.85 feet to a point on a Mean High Water Line (the following sixty seven courses being along said Mean High Water Line, having an elevation of -0.34 feet, MVD 1988); thence N 08°33'02" E, 25.26 feet; thence N 01°03'10" W, 36.70 feet; thence N 16°14'45" W, 18.84 feet; thence N 01°20'32" W, 27.71 feet; thence N 05°48'23" E, 27.11 feet; thence N 07°24'12" W, 86.16 feet; thence N 11°54'19" E, 34.64 feet; thence N 89°22'05" W, 27.51 feet; thence N 57°40'41" W, 4.94 feet; thence N 84°56'08" W, 14.50 feet; thence N 61°03'44" W, 14.78 feet; thence S 85°47'17" W, 117.62 feet; thence S 83°15'50" W, 26.58 feet; thence N 85°01'19" W, 21.47 feet; thence S 80°37'17" W, 8.06 feet; thence N 75°44'52" W, 11.67 feet; thence S 86°08'28" W, 82.77 feet; thence S 89°59'29" W, 40.54 feet; thence N 64°26'30" W, 8.15 feet; thence S 88°41'05" W, 60.16 feet; thence S 79°29'50" W, 36.47 feet; thence N 88°07'58" W, 57.82 feet; thence N 86°26'25" W, 91.35 feet; thence S 88°24'82" W, 97.85 feet; thence S 81°38'19" W, 76.27 feet; thence S 86°45'16" W, 75.93 feet; thence S 81°35'16" W, 23.73 feet to the northeast corner of Common Element, STOCK ISLAND MARINA VILLAGE, A CONDOMINIUM (the following eight courses being along the north line of said Common Element); thence N 74°51'39" W, 2.11 feet; thence N 88°11'43" W, 29.69 feet; thence S 83°29'52" W, 29.18 feet; thence S 56°14'45" W, 12.22 feet; thence N 67°29'34" W, 16.53 feet; thence N 80°17'05" W, 13.41 feet; thence N 89°57'49" W, 20.40 feet; thence N 30°40'20" W, 7.83 feet; thence N 06°37'18" W along the east line of said Common Element, 2.04 feet to the wallface of a seawall also being the east line of said Common Element; thence N 05°59'05" E along the wallface of a seawall and the east line of said Common Element, 290.46 feet to the south line of said Common Element (the following six courses being along the wallface of a seawall also being the south line of said Common Element); thence N 88°30'32" E, 748.71 feet; thence S 52°55'54" E, 23.70 feet; thence N 89°23'00" E, 91.29 feet; thence N 87°38'10" E, 48.07 feet; thence N 83°56'48" E, 48.63 feet; thence N 50°54'35" E, 5.16 feet to the east line of said Common Element; thence N 02°53'21" E along the wallface of a seawall and the east line of said Common Element, 35.52 feet; thence N 03°23'55" W continuing along the east line of said Common Element, 28.49 feet to the north line of said Common Element (the following five courses being along the north line of said Common Element); thence S 89°33'16" W, 21.15 feet; thence N 85°08'37" W, 29.49 feet; thence S 84°31'30" W, 56.30 feet; thence S 69°02'20" W, 28.36 feet; thence S 83°36'34" W, 31.59 feet to the wallface of a seawall

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|-------------------------------------|
| REVISIONS |
| REVISED FOR COMMENTS 7/24/75 S.A.M. |
| REVISED APPROVE 01/17/76 S.A.M. |
| REVISED SHEET 02/12/76 S.A.M. |
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ANDREW & ASSOCIATES, INC.
 SURVEYING & MAPPING
 1000 SHIMP ROAD
 BOCA RATON, FLORIDA 33432
 TEL. 305-362-5000, FAX 305-362-7025
 WWW.ANDREW-SURVEY.COM

STOCK ISLAND MARINA VILLAGE
 A CONDOMINIUM
 UNIT 10

1000 SHIMP ROAD
 SECTION 35, TOWNSHIP 67 SOUTH, RANGE 25 EAST
 STOCK ISLAND, MONROE COUNTY, FLORIDA

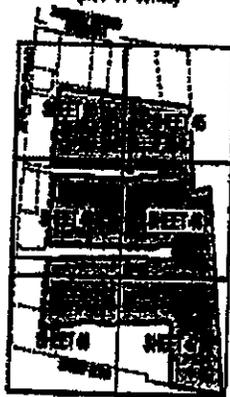
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| JOB NO. | 9881-2 |
| SCALE | AS SHOWN |
| DRAWN | 01/17/76 |
| BY | S.A.M. |
| CHECKED | K.M.G. |
| P.L. | - P.G. - |
| SHEET | 43 OF 86 |

LAND DESCRIPTION (UNIT 10 CONTINUED):

(the following seven-foot courses being along the wallops of seawalls); thence N 89°31'17" W along the north line of said Common Element, 803.01 feet to the east line of said Common Element; thence N 05°46'15" E along the east line of said Common Element, 315.58 feet to the south line of said Common Element (the following five courses being along the south line of said Common Element); thence N 89°02'40" E, 210.53 feet; thence S 85°05'55" E, 101.99 feet; thence S 88°58'31" E, 120.67 feet; thence N 89°54'58" E, 177.24 feet; thence N 88°48'15" E, 60.45 feet to the east line of said Common Element; thence N 00°28'42" W along the east line of said Common Element, 12.38 feet to the south line of said Common Element; thence N 88°24'17" E along the south line of said Common Element, 281.00 feet to the east line of said Common Element; thence N 00°28'03" E along the east line of said Common Element, 13.14 feet to the south line of said Common Element; thence N 89°19'13" E along the south line of said Common Element, 12.41 feet to the east line of said Common Element; thence N 00°25'55" E along the east line of said Common Element, 27.37 feet to the north line of said Common Element; thence S 89°54'21" W along the north line of said Common Element, 578.90 feet to the east line of said Common Element; thence N 03°57'08" E along the east line of said Common Element, 84.91 feet; thence N 05°24'43" E continuing along the east line of said Common Element, 276.65 feet to the south line of said Common Element; thence S 85°29'39" E along the south line of said Common Element, 489.82 feet to the southeast corner of said Common Element; thence continue S 85°29'39" E along the easterly extension of the south line of said Common Element, 300.84 feet to the southwest corner of said wallops of seawall; thence continue S 85°29'39" E, 209.55 feet to the POINT OF BEGINNING.

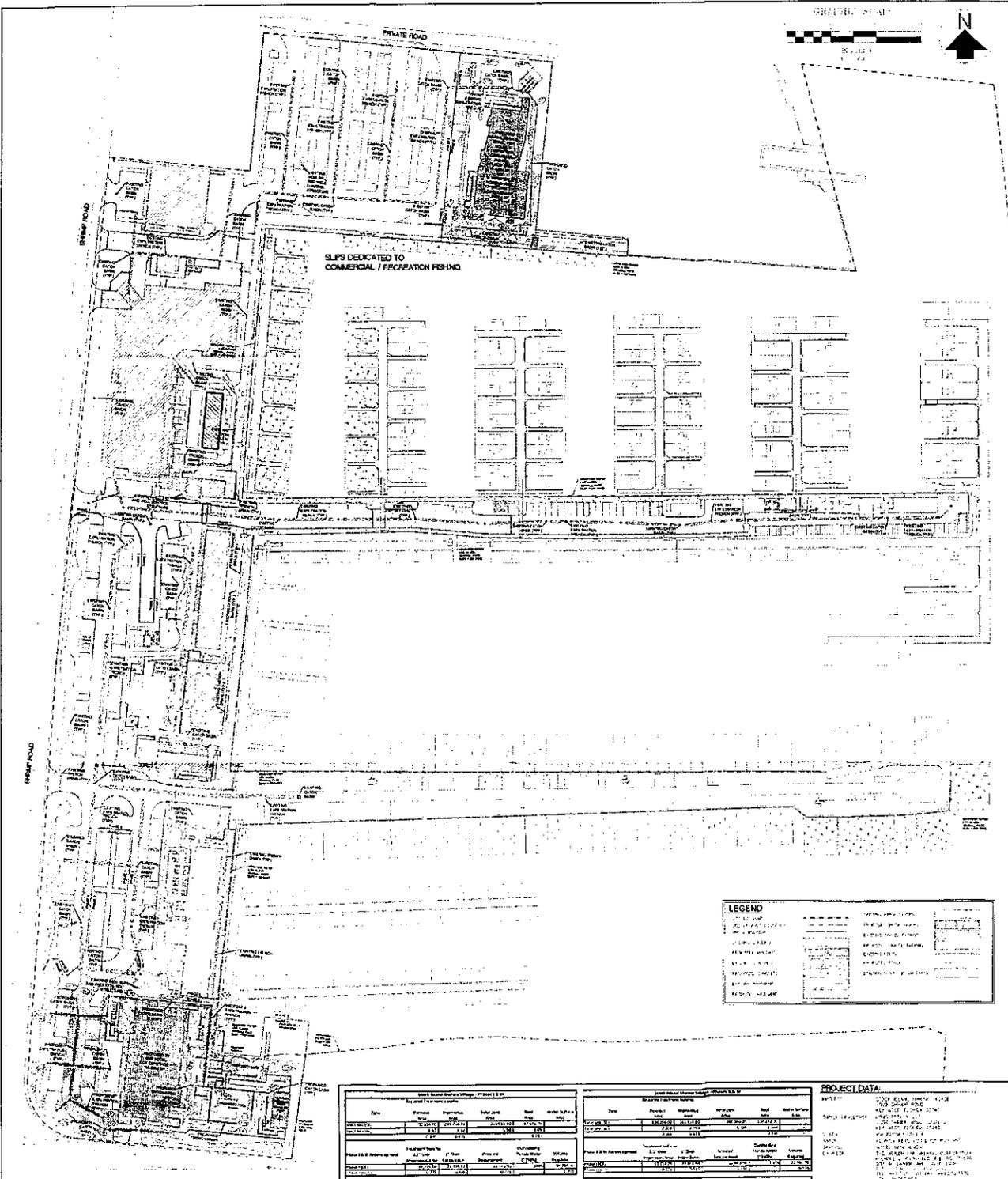
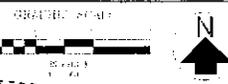
Said lands lying and situate in Monroe County, Florida, containing 1,234,120 square feet (28.331 acres), more or less.

**KEY SHEET
(NOT TO SCALE)**



DATE: 12/21/15

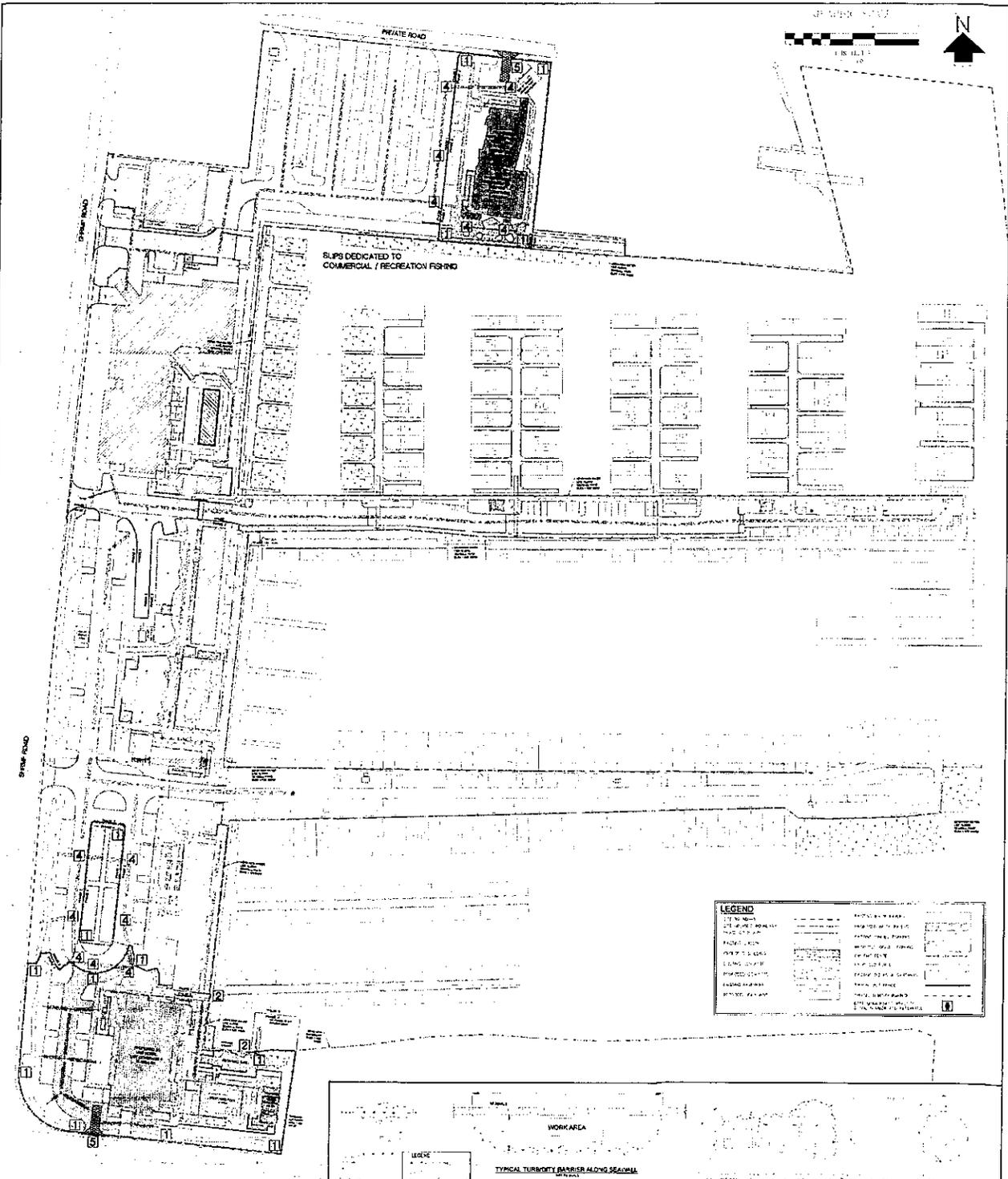
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|--|----------------------|-------------|--------------------|-------------|---------------|--------------|--|--|--|--|--|--|--|---|---|
| <p>REVISIONS</p> <table border="1"> <tr> <td>REVISED FOR COMMENTS</td> <td>2/10/16 SAM</td> </tr> <tr> <td>REVISED APPROX. TO</td> <td>8/17/15 SAM</td> </tr> <tr> <td>REVISED SHEET</td> <td>12/21/15 SAM</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table> | REVISED FOR COMMENTS | 2/10/16 SAM | REVISED APPROX. TO | 8/17/15 SAM | REVISED SHEET | 12/21/15 SAM | | | | | | | <p>ANNON & ASSOCIATES, INC. SURVEYING & MAPPING 800 E. 1st Avenue, Suite 800 Boca Raton, Florida 33432 TEL: (561) 994-2000, FAX: (561) 994-7799 www.ANNON-SURVEY.com</p> <p><small>©2016 ANNON & ASSOCIATES, INC. All rights reserved. This drawing is the property of ANNON & ASSOCIATES, INC. and shall not be reproduced or copied without written permission.</small></p> | <p>STOCK ISLAND MARINA VILLAGE A CONDOMINIUM UNIT 10</p> <p>700 BIRCHWOOD ROAD SECTION 36, TOWNSHIP 29 SOUTH, RANGE 28 WEST STOCK ISLAND, NEW BERT, MONROE COUNTY, FLORIDA</p> | <p>JOB#: 8691-2 SCALE: AS SHOWN DATE: 09/20/15 BY: SAM CHECKED: K.M.C. P.L. - P.G. - SHEET 44 OF 80</p> |
| REVISED FOR COMMENTS | 2/10/16 SAM | | | | | | | | | | | | | | |
| REVISED APPROX. TO | 8/17/15 SAM | | | | | | | | | | | | | | |
| REVISED SHEET | 12/21/15 SAM | | | | | | | | | | | | | | |
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LEGEND

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| (Symbol) | 4" DIA. 15' DEEP |
| (Symbol) | 6" DIA. 18' DEEP |
| (Symbol) | 8" DIA. 21' DEEP |
| (Symbol) | 10" DIA. 24' DEEP |
| (Symbol) | 12" DIA. 27' DEEP |
| (Symbol) | 15" DIA. 33' DEEP |
| (Symbol) | 18" DIA. 39' DEEP |
| (Symbol) | 21" DIA. 45' DEEP |
| (Symbol) | 24" DIA. 51' DEEP |
| (Symbol) | 30" DIA. 63' DEEP |
| (Symbol) | 36" DIA. 75' DEEP |
| (Symbol) | 42" DIA. 87' DEEP |
| (Symbol) | 48" DIA. 99' DEEP |
| (Symbol) | 54" DIA. 111' DEEP |
| (Symbol) | 60" DIA. 123' DEEP |
| (Symbol) | 66" DIA. 135' DEEP |
| (Symbol) | 72" DIA. 147' DEEP |
| (Symbol) | 78" DIA. 159' DEEP |
| (Symbol) | 84" DIA. 171' DEEP |
| (Symbol) | 90" DIA. 183' DEEP |
| (Symbol) | 96" DIA. 195' DEEP |
| (Symbol) | 102" DIA. 207' DEEP |
| (Symbol) | 108" DIA. 219' DEEP |
| (Symbol) | 114" DIA. 231' DEEP |
| (Symbol) | 120" DIA. 243' DEEP |
| (Symbol) | 126" DIA. 255' DEEP |
| (Symbol) | 132" DIA. 267' DEEP |
| (Symbol) | 138" DIA. 279' DEEP |
| (Symbol) | 144" DIA. 291' DEEP |
| (Symbol) | 150" DIA. 303' DEEP |
| (Symbol) | 156" DIA. 315' DEEP |
| (Symbol) | 162" DIA. 327' DEEP |
| (Symbol) | 168" DIA. 339' DEEP |
| (Symbol) | 174" DIA. 351' DEEP |
| (Symbol) | 180" DIA. 363' DEEP |
| (Symbol) | 186" DIA. 375' DEEP |
| (Symbol) | 192" DIA. 387' DEEP |
| (Symbol) | 198" DIA. 399' DEEP |
| (Symbol) | 204" DIA. 411' DEEP |
| (Symbol) | 210" DIA. 423' DEEP |
| (Symbol) | 216" DIA. 435' DEEP |
| (Symbol) | 222" DIA. 447' DEEP |
| (Symbol) | 228" DIA. 459' DEEP |
| (Symbol) | 234" DIA. 471' DEEP |
| (Symbol) | 240" DIA. 483' DEEP |
| (Symbol) | 246" DIA. 495' DEEP |
| (Symbol) | 252" DIA. 507' DEEP |
| (Symbol) | 258" DIA. 519' DEEP |
| (Symbol) | 264" DIA. 531' DEEP |
| (Symbol) | 270" DIA. 543' DEEP |
| (Symbol) | 276" DIA. 555' DEEP |
| (Symbol) | 282" DIA. 567' DEEP |
| (Symbol) | 288" DIA. 579' DEEP |
| (Symbol) | 294" DIA. 591' DEEP |
| (Symbol) | 300" DIA. 603' DEEP |
| (Symbol) | 306" DIA. 615' DEEP |
| (Symbol) | 312" DIA. 627' DEEP |
| (Symbol) | 318" DIA. 639' DEEP |
| (Symbol) | 324" DIA. 651' DEEP |
| (Symbol) | 330" DIA. 663' DEEP |
| (Symbol) | 336" DIA. 675' DEEP |
| (Symbol) | 342" DIA. 687' DEEP |
| (Symbol) | 348" DIA. 699' DEEP |
| (Symbol) | 354" DIA. 711' DEEP |
| (Symbol) | 360" DIA. 723' DEEP |
| (Symbol) | 366" DIA. 735' DEEP |
| (Symbol) | 372" DIA. 747' DEEP |
| (Symbol) | 378" DIA. 759' DEEP |
| (Symbol) | 384" DIA. 771' DEEP |
| (Symbol) | 390" DIA. 783' DEEP |
| (Symbol) | 396" DIA. 795' DEEP |
| (Symbol) | 402" DIA. 807' DEEP |
| (Symbol) | 408" DIA. 819' DEEP |
| (Symbol) | 414" DIA. 831' DEEP |
| (Symbol) | 420" DIA. 843' DEEP |
| (Symbol) | 426" DIA. 855' DEEP |
| (Symbol) | 432" DIA. 867' DEEP |
| (Symbol) | 438" DIA. 879' DEEP |
| (Symbol) | 444" DIA. 891' DEEP |
| (Symbol) | 450" DIA. 903' DEEP |
| (Symbol) | 456" DIA. 915' DEEP |
| (Symbol) | 462" DIA. 927' DEEP |
| (Symbol) | 468" DIA. 939' DEEP |
| (Symbol) | 474" DIA. 951' DEEP |
| (Symbol) | 480" DIA. 963' DEEP |
| (Symbol) | 486" DIA. 975' DEEP |
| (Symbol) | 492" DIA. 987' DEEP |
| (Symbol) | 498" DIA. 999' DEEP |
| (Symbol) | 504" DIA. 1011' DEEP |
| (Symbol) | 510" DIA. 1023' DEEP |
| (Symbol) | 516" DIA. 1035' DEEP |
| (Symbol) | 522" DIA. 1047' DEEP |
| (Symbol) | 528" DIA. 1059' DEEP |
| (Symbol) | 534" DIA. 1071' DEEP |
| (Symbol) | 540" DIA. 1083' DEEP |
| (Symbol) | 546" DIA. 1095' DEEP |
| (Symbol) | 552" DIA. 1107' DEEP |
| (Symbol) | 558" DIA. 1119' DEEP |
| (Symbol) | 564" DIA. 1131' DEEP |
| (Symbol) | 570" DIA. 1143' DEEP |
| (Symbol) | 576" DIA. 1155' DEEP |
| (Symbol) | 582" DIA. 1167' DEEP |
| (Symbol) | 588" DIA. 1179' DEEP |
| (Symbol) | 594" DIA. 1191' DEEP |
| (Symbol) | 600" DIA. 1203' DEEP |
| (Symbol) | 606" DIA. 1215' DEEP |
| (Symbol) | 612" DIA. 1227' DEEP |
| (Symbol) | 618" DIA. 1239' DEEP |
| (Symbol) | 624" DIA. 1251' DEEP |
| (Symbol) | 630" DIA. 1263' DEEP |
| (Symbol) | 636" DIA. 1275' DEEP |
| (Symbol) | 642" DIA. 1287' DEEP |
| (Symbol) | 648" DIA. 1299' DEEP |
| (Symbol) | 654" DIA. 1311' DEEP |
| (Symbol) | 660" DIA. 1323' DEEP |
| (Symbol) | 666" DIA. 1335' DEEP |
| (Symbol) | 672" DIA. 1347' DEEP |
| (Symbol) | 678" DIA. 1359' DEEP |
| (Symbol) | 684" DIA. 1371' DEEP |
| (Symbol) | 690" DIA. 1383' DEEP |
| (Symbol) | 696" DIA. 1395' DEEP |
| (Symbol) | 702" DIA. 1407' DEEP |
| (Symbol) | 708" DIA. 1419' DEEP |
| (Symbol) | 714" DIA. 1431' DEEP |
| (Symbol) | 720" DIA. 1443' DEEP |
| (Symbol) | 726" DIA. 1455' DEEP |
| (Symbol) | 732" DIA. 1467' DEEP |
| (Symbol) | 738" DIA. 1479' DEEP |
| (Symbol) | 744" DIA. 1491' DEEP |
| (Symbol) | 750" DIA. 1503' DEEP |
| (Symbol) | 756" DIA. 1515' DEEP |
| (Symbol) | 762" DIA. 1527' DEEP |
| (Symbol) | 768" DIA. 1539' DEEP |
| (Symbol) | 774" DIA. 1551' DEEP |
| (Symbol) | 780" DIA. 1563' DEEP |
| (Symbol) | 786" DIA. 1575' DEEP |
| (Symbol) | 792" DIA. 1587' DEEP |
| (Symbol) | 798" DIA. 1599' DEEP |
| (Symbol) | 804" DIA. 1611' DEEP |
| (Symbol) | 810" DIA. 1623' DEEP |
| (Symbol) | 816" DIA. 1635' DEEP |
| (Symbol) | 822" DIA. 1647' DEEP |
| (Symbol) | 828" DIA. 1659' DEEP |
| (Symbol) | 834" DIA. 1671' DEEP |
| (Symbol) | 840" DIA. 1683' DEEP |
| (Symbol) | 846" DIA. 1695' DEEP |
| (Symbol) | 852" DIA. 1707' DEEP |
| (Symbol) | 858" DIA. 1719' DEEP |
| (Symbol) | 864" DIA. 1731' DEEP |
| (Symbol) | 870" DIA. 1743' DEEP |
| (Symbol) | 876" DIA. 1755' DEEP |
| (Symbol) | 882" DIA. 1767' DEEP |
| (Symbol) | 888" DIA. 1779' DEEP |
| (Symbol) | 894" DIA. 1791' DEEP |
| (Symbol) | 900" DIA. 1803' DEEP |
| (Symbol) | 906" DIA. 1815' DEEP |
| (Symbol) | 912" DIA. 1827' DEEP |
| (Symbol) | 918" DIA. 1839' DEEP |
| (Symbol) | 924" DIA. 1851' DEEP |
| (Symbol) | 930" DIA. 1863' DEEP |
| (Symbol) | 936" DIA. 1875' DEEP |
| (Symbol) | 942" DIA. 1887' DEEP |
| (Symbol) | 948" DIA. 1899' DEEP |
| (Symbol) | 954" DIA. 1911' DEEP |
| (Symbol) | 960" DIA. 1923' DEEP |
| (Symbol) | 966" DIA. 1935' DEEP |
| (Symbol) | 972" DIA. 1947' DEEP |
| (Symbol) | 978" DIA. 1959' DEEP |
| (Symbol) | 984" DIA. 1971' DEEP |
| (Symbol) | 990" DIA. 1983' DEEP |
| (Symbol) | 996" DIA. 1995' DEEP |
| (Symbol) | 1002" DIA. 2007' DEEP |
| (Symbol) | 1008" DIA. 2019' DEEP |
| (Symbol) | 1014" DIA. 2031' DEEP |
| (Symbol) | 1020" DIA. 2043' DEEP |
| (Symbol) | 1026" DIA. 2055' DEEP |
| (Symbol) | 1032" DIA. 2067' DEEP |
| (Symbol) | 1038" DIA. 2079' DEEP |
| (Symbol) | 1044" DIA. 2091' DEEP |
| (Symbol) | 1050" DIA. 2103' DEEP |
| (Symbol) | 1056" DIA. 2115' DEEP |
| (Symbol) | 1062" DIA. 2127' DEEP |
| (Symbol) | 1068" DIA. 2139' DEEP |
| (Symbol) | 1074" DIA. 2151' DEEP |
| (Symbol) | 1080" DIA. 2163' DEEP |
| (Symbol) | 1086" DIA. 2175' DEEP |
| (Symbol) | 1092" DIA. 2187' DEEP |
| (Symbol) | 1098" DIA. 2199' DEEP |
| (Symbol) | 1104" DIA. 2211' DEEP |
| (Symbol) | 1110" DIA. 2223' DEEP |
| (Symbol) | 1116" DIA. 2235' DEEP |
| (Symbol) | 1122" DIA. 2247' DEEP |
| (Symbol) | 1128" DIA. 2259' DEEP |
| (Symbol) | 1134" DIA. 2271' DEEP |
| (Symbol) | 1140" DIA. 2283' DEEP |
| (Symbol) | 1146" DIA. 2295' DEEP |
| (Symbol) | 1152" DIA. 2307' DEEP |
| (Symbol) | 1158" DIA. 2319' DEEP |
| (Symbol) | 1164" DIA. 2331' DEEP |
| (Symbol) | 1170" DIA. 2343' DEEP |
| (Symbol) | 1176" DIA. 2355' DEEP |
| (Symbol) | 1182" DIA. 2367' DEEP |
| (Symbol) | 1188" DIA. 2379' DEEP |
| (Symbol) | 1194" DIA. 2391' DEEP |
| (Symbol) | 1200" DIA. 2403' DEEP |
| (Symbol) | 1206" DIA. 2415' DEEP |
| (Symbol) | 1212" DIA. 2427' DEEP |
| (Symbol) | 1218" DIA. 2439' DEEP |
| (Symbol) | 1224" DIA. 2451' DEEP |
| (Symbol) | 1230" DIA. 2463' DEEP |
| (Symbol) | 1236" DIA. 2475' DEEP |
| (Symbol) | 1242" DIA. 2487' DEEP |
| (Symbol) | 1248" DIA. 2499' DEEP |
| (Symbol) | 1254" DIA. 2511' DEEP |
| (Symbol) | 1260" DIA. 2523' DEEP |
| (Symbol) | 1266" DIA. 2535' DEEP |
| (Symbol) | 1272" DIA. 2547' DEEP |
| (Symbol) | 1278" DIA. 2559' DEEP |
| (Symbol) | 1284" DIA. 2571' DEEP |
| (Symbol) | 1290" DIA. 2583' DEEP |
| (Symbol) | 1296" DIA. 2595' DEEP |
| (Symbol) | 1302" DIA. 2607' DEEP |
| (Symbol) | 1308" DIA. 2619' DEEP |
| (Symbol) | 1314" DIA. 2631' DEEP |
| (Symbol) | 1320" DIA. 2643' DEEP |
| (Symbol) | 1326" DIA. 2655' DEEP |
| (Symbol) | 1332" DIA. 2667' DEEP |
| (Symbol) | 1338" DIA. 2679' DEEP |
| (Symbol) | 1344" DIA. 2691' DEEP |
| (Symbol) | 1350" DIA. 2703' DEEP |
| (Symbol) | 1356" DIA. 2715' DEEP |
| (Symbol) | 1362" DIA. 2727' DEEP |
| (Symbol) | 1368" DIA. 2739' DEEP |
| (Symbol) | 1374" DIA. 2751' DEEP |
| (Symbol) | 1380" DIA. 2763' DEEP |
| (Symbol) | 1386" DIA. 2775' DEEP |
| (Symbol) | 1392" DIA. 2787' DEEP |
| (Symbol) | 1398" DIA. 2799' DEEP |
| (Symbol) | 1404" DIA. 2811' DEEP |
| (Symbol) | 1410" DIA. 2823' DEEP |
| (Symbol) | 1416" DIA. 2835' DEEP |
| (Symbol) | 1422" DIA. 2847' DEEP |
| (Symbol) | 1428" DIA. 2859' DEEP |
| (Symbol) | 1434" DIA. 2871' DEEP |
| (Symbol) | 1440" DIA. 2883' DEEP |
| (Symbol) | 1446" DIA. 2895' DEEP |
| (Symbol) | 1452" DIA. 2907' DEEP |
| (Symbol) | 1458" DIA. 2919' DEEP |
| (Symbol) | 1464" DIA. 2931' DEEP |
| (Symbol) | 1470" DIA. 2943' DEEP |
| (Symbol) | 1476" DIA. 2955' DEEP |
| (Symbol) | 1482" DIA. 2967' DEEP |
| (Symbol) | 1488" DIA. 2979' DEEP |
| (Symbol) | 1494" DIA. 2991' DEEP |
| (Symbol) | 1500" DIA. 3003' DEEP |
| (Symbol) | 1506" DIA. 3015' DEEP |
| (Symbol) | 1512" DIA. 3027' DEEP |
| (Symbol) | 1518" DIA. 3039' DEEP |
| (Symbol) | 1524" DIA. 3051' DEEP |
| (Symbol) | 1530" DIA. 3063' DEEP |
| (Symbol) | 1536" DIA. 3075' DEEP |
| (Symbol) | 1542" DIA. 3087' DEEP |
| (Symbol) | 1548" DIA. 3099' DEEP |
| (Symbol) | 1554" DIA. 3111' DEEP |
| (Symbol) | 1560" DIA. 3123' DEEP |
| (Symbol) | 1566" DIA. 3135' DEEP |
| (Symbol) | 1572" DIA. 3147' DEEP |
| (Symbol) | 1578" DIA. 3159' DEEP |
| (Symbol) | 1584" DIA. 3171' DEEP |
| (Symbol) | 1590" DIA. 3183' DEEP |
| (Symbol) | 1596" DIA. 3195' DEEP |
| (Symbol) | 1602" DIA. 3207' DEEP |
| (Symbol) | 1608" DIA. 3219' DEEP |
| (Symbol) | 1614" DIA. 3231' DEEP |
| (Symbol) | 1620" DIA. 3243' DEEP |
| (Symbol) | 1626" DIA. 3255' DEEP |
| (Symbol) | 1632" DIA. 3267' DEEP |
| (Symbol) | 1638" DIA. 3279' DEEP |
| (Symbol) | 1644" DIA. 3291' DEEP |
| (Symbol) | 1650" DIA. 3303' DEEP |
| (Symbol) | 1656" DIA. 3315' DEEP |
| (Symbol) | 1662" DIA. 3327' DEEP |
| (Symbol) | 1668" DIA. 3339' DEEP |
| (Symbol) | 1674" DIA. 3351' DEEP |
| (Symbol) | 1680" DIA. 3363' DEEP |
| (Symbol) | 1686" DIA. 3375' DEEP |
| (Symbol) | 1692" DIA. 3387' DEEP |
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| (Symbol) | 1704" DIA. 3411' DEEP |
| (Symbol) | 1710" DIA. 3423' DEEP |
| (Symbol) | 1716" DIA. 3435' DEEP |
| (Symbol) | 1722" DIA. 3447' DEEP |
| (Symbol) | 1728" DIA. 3459' DEEP |
| (Symbol) | 1734" DIA. 3471' DEEP |
| (Symbol) | 1740" DIA. 3483' DEEP |
| (Symbol) | 1746" DIA. 3495' DEEP |
| (Symbol) | 1752" DIA. 3507' DEEP |
| (Symbol) | 1758" DIA. 3519' DEEP |
| (Symbol) | 1764" DIA. 3531' DEEP |
| (Symbol) | 1770" DIA. 3543' DEEP |
| (Symbol) | 1776" DIA. 3555' DEEP |
| (Symbol) | 1782" DIA. 3567' DEEP |
| (Symbol) | 1788" DIA. 3579' DEEP |
| (Symbol) | 1794" DIA. 3591' DEEP |
| (Symbol) | 1800" DIA. 3603' DEEP |
| (Symbol) | 1806" DIA. 3615' DEEP |
| (Symbol) | 1812" DIA. 3627' DEEP |
| (Symbol) | 1818" DIA. 3639' DEEP |
| (Symbol) | 1824" DIA. 3651' DEEP |
| (Symbol) | 1830" DIA. 3663' DEEP |
| (Symbol) | 1836" DIA. 3675' DEEP |
| (Symbol) | 1842" DIA. 3687' DEEP |
| (Symbol) | 1848" DIA. 3699' DEEP |
| (Symbol) | 1854" DIA. 3711' DEEP |
| (Symbol) | 1860" DIA. 3723' DEEP |
| (Symbol) | 1866" DIA. 3735' DEEP |
| (Symbol) | 1872" DIA. 3747' DEEP |
| (Symbol) | 1878" DIA. 3759' DEEP |
| (Symbol) | 1884" DIA. 3771' DEEP |
| (Symbol) | 1890" DIA. 3783' DEEP |
| (Symbol) | 1896" DIA. 3795' DEEP |
| (Symbol) | 1902" DIA. 3807' DEEP |
| (Symbol) | 1908" DIA. 3819' DEEP |
| (Symbol) | 1914" DIA. 3831' DEEP |
| (Symbol) | 1920" DIA. 3843' DEEP |
| (Symbol) | 1926" DIA. 3855' DEEP |
| (Symbol) | 1932" DIA. 3867' DEEP |
| (Symbol) | 1938" DIA. 3879' DEEP |
| (Symbol) | 1944" DIA. 3891' DEEP |
| (Symbol) | 1950" DIA. 3903' DEEP |
| (Symbol) | 1956" DIA. 3915' DEEP |
| (Symbol) | 1962" DIA. 3927' DEEP |
| (Symbol) | 1968" DIA. 3939' DEEP |
| (Symbol) | 1974" DIA. 3951' DEEP |
| (Symbol) | 1980" DIA. 3963' DEEP |
| (Symbol) | 1986" DIA. 3975' DEEP |
| (Symbol) | 1992" DIA. 3987' DEEP |
| (Symbol) | 1998" DIA. 3999' DEEP |

| Zone | Area (sq. ft.) | Impervious Area (sq. ft.) | Permeable Area (sq. ft.) | Runoff Coefficient | Runoff Volume (cu. ft.) | Runoff Rate (cfs) |
|--------|----------------|---------------------------|--------------------------|--------------------|-------------------------|-------------------|
| Zone 1 | 100,000 | 80,000 | 20,000 | 0.8 | 1,200,000 | 100 |
| Zone 2 | 200,000 | 150,000 | 50,000 | 0.75 | 2,250,000 | 200 |
| Zone 3 | 300,000 | 200,000 | 100,000 | 0.7 | 3,300,000 | 300 |
| Zone 4 | 400,000 | 250,000 | 150,000 | 0.65 | 4,400,000 | 400 |
| Zone 5 | 500,000 | 300,000 | 200, | | | |

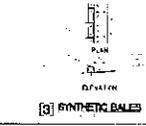
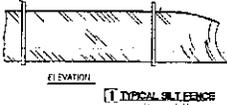


| LEGEND | |
|----------|--|
| [Symbol] | EXISTING ROAD |
| [Symbol] | PROPOSED ROAD |
| [Symbol] | EXISTING DRIVEWAY |
| [Symbol] | PROPOSED DRIVEWAY |
| [Symbol] | EXISTING SIDEWALK |
| [Symbol] | PROPOSED SIDEWALK |
| [Symbol] | EXISTING CONCRETED DRIVEWAY |
| [Symbol] | PROPOSED CONCRETED DRIVEWAY |
| [Symbol] | EXISTING CONCRETED SIDEWALK |
| [Symbol] | PROPOSED CONCRETED SIDEWALK |
| [Symbol] | EXISTING CONCRETED DRIVEWAY AND SIDEWALK |
| [Symbol] | PROPOSED CONCRETED DRIVEWAY AND SIDEWALK |
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REGION CONTROL MAINTENANCE
 THE CONTRACTOR SHALL MAINTAIN THE REGION CONTROL MAINTENANCE SYSTEMS THROUGHOUT THE CONSTRUCTION PERIOD. THE CONTRACTOR SHALL MAINTAIN THE REGION CONTROL MAINTENANCE SYSTEMS IN A MANNER THAT PREVENTS THE REGION CONTROL MAINTENANCE SYSTEMS FROM BEING DAMAGED OR DESTROYED. THE CONTRACTOR SHALL MAINTAIN THE REGION CONTROL MAINTENANCE SYSTEMS IN A MANNER THAT PREVENTS THE REGION CONTROL MAINTENANCE SYSTEMS FROM BEING DAMAGED OR DESTROYED. THE CONTRACTOR SHALL MAINTAIN THE REGION CONTROL MAINTENANCE SYSTEMS IN A MANNER THAT PREVENTS THE REGION CONTROL MAINTENANCE SYSTEMS FROM BEING DAMAGED OR DESTROYED.

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| 4 | 02/24/08 | WEG | ISSUE FOR PERMIT |
| 5 | 02/24/08 | WEG | ISSUE FOR PERMIT |

OVERALL BMP PLAN
 for
STOCK ISLAND MARINA VILLAGE

WEG
 WEG ENGINEERING CORPORATION
 WEG ENGINEERING CORPORATION
 201 S. HARRISON AVE.
 PUNTA GORDA, FLORIDA 33950
 888.505.1700

EXHIBIT ONLY
 NOT FOR
 CONSTRUCTION

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Table 1
Approved December 2014
Stock Island Marina Village - Phases 2 & 3
Trip Generation Analysis
Stock Island, Florida

| Land Use | Size | Daily Trips | PM Peak Hour Trips | | |
|---|------------|--------------|--------------------|-----------|------------|
| | | | In | Out | Total |
| Existing and Proposed Phase 1 Redevelopment | | | | | |
| Marina | | | | | |
| - Wet Slips | 361 Berths | 1,260 | 41 | 28 | 69 |
| Light Industrial | 16,938 SF | 89 | 2 | 14 | 16 |
| Hotel | 100 Rooms | 786 | 31 | 29 | 60 |
| Specialty Retail | 8,704 SF | 353 | 11 | 13 | 24 |
| Sub Total | | 2,488 | 85 | 84 | 169 |
| Future Proposed Redevelopment (Including Phases 2 and 3) | | | | | |
| Marina | | | | | |
| - Wet Slips | 361 Berths | 1,260 | 41 | 28 | 69 |
| - Dry Slips | 100 Berths | 175 | 6 | 4 | 10 |
| Light Industrial | 16,938 SF | 89 | 2 | 14 | 16 |
| Hotel | 100 Rooms | 786 | 31 | 29 | 60 |
| Specialty Retail | 8,704 SF | 353 | 11 | 13 | 24 |
| Quality Restaurant | 3,948 SF | 348 | 20 | 10 | 30 |
| Sub Total | | 3,011 | 111 | 98 | 209 |
| Difference (Proposed - Existing) | | 523 | 26 | 14 | 40 |

Compiled by: KBP Consulting, Inc. (December 2014).
Source: ITE Trip Generation Manual (9th Edition).

Table 2
Proposed Update November 2019
Stock Island Marina Village - Phases 2 & 3
Trip Generation Analysis
Stock Island, Florida

| Land Use | Size | Daily Trips | PM Peak Hour Trips | | |
|--|------------|--------------|--------------------|------------|------------|
| | | | In | Out | Total |
| <i>Existing and Proposed Phase 1 Redevelopment</i> | | | | | |
| Marina | | | | | |
| - Wet Slips | 361 Berths | 1,260 | 41 | 28 | 69 |
| Light Industrial | 16,938 SF | 89 | 2 | 14 | 16 |
| Hotel | 100 Rooms | 786 | 31 | 29 | 60 |
| Specialty Retail | 8,704 SF | 353 | 11 | 13 | 24 |
| Sub Total | | 2,488 | 85 | 84 | 169 |
| <i>Future Proposed Redevelopment (Including Phases 2 and 3) and Existing Development</i> | | | | | |
| Marina | | | | | |
| - Wet Slips | 361 Berths | 1,260 | 41 | 28 | 69 |
| - Dry Slips - Deleted | 0 Berths | 0 | 0 | 0 | 0 |
| Light Industrial - Existing | 6,422 SF | 34 | 1 | 5 | 6 |
| - Proposed | 3,925 SF | 21 | 0 | 4 | 4 |
| Hotel - Built | 100 Rooms | 786 | 31 | 29 | 60 |
| - Proposed | 30 Rooms | 236 | 9 | 9 | 18 |
| Specialty Retail - 1,000 SF Reduction | 7,704 SF | 313 | 9 | 12 | 21 |
| Quality Restaurant - Built | 3,948 SF | 348 | 20 | 10 | 30 |
| Apartment - Newly Proposed | 9 DU | 59 | 4 | 2 | 6 |
| - Employee Housing | 10 DU | 33 | 2 | 1 | 3 |
| Sub Total | | 3,090 | 117 | 100 | 217 |
| Difference (Proposed - Existing) | | 602 | 32 | 16 | 48 |

Compiled by: KBP Consulting, Inc. (November 2019).
Source: ITE Trip Generation Manual (9th Edition).