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**CITY OF MARATHON, FLORIDA
RESOLUTION 2007-93**

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR KEYS RV MOBILE HOME CONDOMINIUM ASSOCIATION, INC, THE OWNERS OF THE PROPERTIES, WHO WISH TO ENTER INTO AN AGREEMENT WITH THE CITY OF MARATHON FOR THE PURPOSE OF REDEVELOPMENT OF THE PROPERTY LOCATED AT 6099 OVERSEAS HIGHWAY, BETWEEN MILE MARKERS 50 AND 51, AND IS LEGALLY DESCRIBED AS PARCEL A, TRACT 11 OF EDMONDS ACREAGE TRACTS, PB 2, PAGE 11 & PARCEL B, TRACT 11 OF EDMONDS ACREAGE TRACTS, GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 66, RANGE 32 EAST, HAVING 200 REAL ESTATE NUMBERS, PROVIDING FOR CONDITIONS OF DEVELOPMENT, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Association represents the Membership of the Association for the development and negotiation of the provisions herein; and

WHEREAS, the Membership of the Association is the collective owner of real property in the corporate limits of the City of Marathon, Florida; and

WHEREAS, the Property contains many recreational vehicles which have been used as permanent residential structures for many years and that are nonconforming to required codes and are below the required Federal Emergency Management Agency (FEMA) base flood elevations; and

WHEREAS, the Association desires to upgrade and improve the property by bringing development on the Property into compliance with the City Code to the greatest extent practicable and resolving existing code violations through a cooperative framework; and

WHEREAS, at a meeting of the Membership of the Association held on March 9, 2007, the Membership voted to approve this Agreement; and

WHEREAS, the City desires the redevelopment of the Keys RV Park and seeks to encourage redevelopment by working in concert with the Membership of the Association to establish setbacks, Transferable Building Rights (TBR), and other redevelopment elements of the property; and

WHEREAS, it is recognized that the redevelopment of the Keys RV Park in Marathon will enhance the economy of Marathon for the benefit of its residents, improve the good appearance of the City, and encourage other redevelopment efforts for the economic growth, prosperity and welfare of the residents of the City of Marathon; and

WHEREAS, the desired improvements of the Property are consistent with the policy of the City to encourage redevelopment of substandard housing and mobile home parks in Marathon; and

WHEREAS, the City Council has held public hearings to accept and encourage public input with respect to this proposal and has considered such public input; and

WHEREAS, the Association has provided public notice of the parties intent to enter into this Agreement by advertisement published in a newspaper of general circulation and readership in Marathon, posting the Property subject to this Agreement, and mailed notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the owners of property lying within 300 feet of the boundaries of the Property subject to this Agreement; and

WHEREAS, the Marathon Planning Commission held a public hearing on May 21, 2007, to consider this Agreement, and recommended approval of this Agreement; and

WHEREAS, the City Council of Marathon held a public hearing on June 12, 2007, to consider this Agreement; and

WHEREAS, the City Council has determined that this Agreement is in the public interest, is consistent with its policy to encourage the redevelopment of Trailer and RV parks in Marathon, and is consistent with the Comprehensive Plan and the LDR's, and will further the health, safety and welfare of the residents of Marathon; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Development Agreement between the City and Keys RV Mobile Home Condominium Association, Inc, in substantially the form as the attached Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved.

Section 3. The City Manager is authorized to execute the Development Agreement on behalf of the City.

Section 4. This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Marathon, Florida, this 26th day of June, 2007.


THE CITY OF MARATHON, FLORIDA



Christopher M. Bull, Mayor

AYES: Cinque, Tempest, Vasil, Worthington, Bull
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

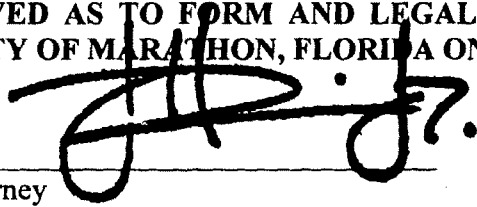


Diane Clavier
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF
THE CITY OF MARATHON, FLORIDA ONLY:**

City Attorney



Parcel I.D. Nos.:
Property's located at
6099 Overseas Hwy
Marathon, Florida

Doc# 1656824
Bk# 2313 Pg# 849

(Space reserved for recording)

DEVELOPMENT AGREEMENT FOR
Keys RV/Mobile Home Condominium Association, Inc.
MARATHON, FLORIDA

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the **CITY OF MARATHON**, a Florida municipal corporation (herein referred to as "City"), and **Keys RV/Mobile Home Condominium Association, Inc.** (herein referred to as "Association"), pursuant to Sections 9.5-101 and 9.5-102 of the Code of Ordinances for the City of Marathon, and the Florida Local Government Development Agreement Act, Sections 163.3220-163.3243, Florida Statutes (2002), and is binding on the Effective Date set forth herein.

WITNESSETH:

WHEREAS, the Association represents the Membership of the Association for the development and negotiation of the provisions herein; and

WHEREAS, the Membership of the Association is the collective owner of real property in the corporate limits of the City of Marathon, Florida ("Marathon"), on the ocean side of U.S. Highway 1 at approximately mile marker 50.5 and comprising of two hundred and ten (210) parcels (the "Keys RV Park"). The Keys RV Park is more particularly described in Exhibit A (Improvement Location and Boundary Survey), attached hereto and incorporated herein by reference. The property is the southerly part of Government Lot 1 of KEY VACCAS and is zoned Residential Mobile Home (RMH) and designated Residential High (RH) on the Future Land Use Map ("FLUM"); and

WHEREAS, the Keys RV Park is a developed site that contains two hundred and ten (210) parcels consisting of twenty-three (23) parcels designated for use as "mobile home", one hundred twenty-four (124) lots designated "permanent" RV lots, and sixty-three (63) "recreational vehicle" or Transient use lots, including ten (10) common area lots known as 22W – designated as Permanent RV, 24W, 26W, 28W, 30W, 32W, 34W, 36W, 38W and 38aW to be used as transient RV spaces; sewer treatment plant; office, and maintenance buildings; and several outdoor recreation facilities including three (3) outdoor showers and a community room. These structures are as shown on the Survey submitted as Exhibit A; and

WHEREAS, the Property contains many recreational vehicles which have been used as permanent residential structures for many years and that are nonconforming to required codes and are below the required Federal Emergency Management Agency (FEMA) base flood elevations; and

WHEREAS, the Association desires to upgrade and improve the property by bringing development on the Property into compliance with the City Code to the greatest extent practicable and resolving existing code violations through a cooperative framework; and

WHEREAS, at a meeting of the Membership of the Association held on March 9, 2007, the Membership voted to approve this Agreement; and

WHEREAS, the City desires the redevelopment of the Keys RV Park and seeks to encourage redevelopment by working in concert with the Membership of the Association to establish setbacks, Transferable Building Rights (TBR), and other redevelopment elements of the property; and

WHEREAS, it is recognized that the redevelopment of the Keys RV Park in Marathon will enhance the economy of Marathon for the benefit of its residents, improve the good appearance of the City and enhance the City's ability to support needed improvements in infrastructure, and encourage other redevelopment efforts for the economic growth, prosperity and welfare of the residents of the City of Marathon; and

WHEREAS, the desired improvements of the Property are consistent with the policy of the City to encourage redevelopment of substandard housing and mobile home parks in Marathon; and

WHEREAS, Keys RV Park (KEYSRV) is a declared condominium in accordance with Chapter 718 of the Florida Statutes known as Keys RV/Mobile Home Condominium Association, Inc., f/k/a Keys RV/Mobile Home Park Home Owners' Association, Inc., a Florida not-for-profit corporation. The Declaration of Condominium is submitted herein as Exhibit "B"; and

WHEREAS, the City Council has held public hearings to accept and encourage public input with respect to the proposal of Association contained in this Agreement, and has considered such public input; and

WHEREAS, the Association has provided public notice of the parties intent to consider entering into this Agreement by advertisement published in a newspaper of general circulation and readership in Marathon, posting the Property subject to this Agreement, and mailed notice to the persons and entities shown on the most recent Monroe County Tax Roll to be the owners of property lying within 300 feet of the boundaries of the Property subject to this Agreement; and

WHEREAS, the Marathon Planning Commission held a public hearing on May 21, 2007, to consider this Agreement, and recommended approval of this Agreement with conditions, which conditions have been addressed herein; and

WHEREAS, the City Council of Marathon held a public hearing on June 12, 2007, to consider this Agreement; and

WHEREAS, the City Council has determined that this Agreement is in the public interest, is consistent with its policy to encourage the redevelopment of trailer and RV parks in Marathon, and is consistent with the Comprehensive Plan and the LDR's, and will further the health, safety and welfare of the residents of Marathon; and

WHEREAS, the City and the Association acknowledge that development of lots, docks, and buildings has occurred without required permits and in some cases inconsistent with applicable zoning for the Property; and

WHEREAS, the City and the Association agree to establish a "grandfather" date of February 18, 2006 to recognize all development existing on the Property as of such date. All development after this date will require after-the-fact permits or removal of the post-date development. All grandfathered development must meet health, safety, and welfare standards set forth in the City Code, and City staff will work with the property owners to establish a process and timetable to achieve such compliance.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. RECITALS.

The foregoing Recitals are a part of this Agreement on which the parties have relied and are incorporated into this Agreement by reference.

II. PURPOSES OF AGREEMENT.

The purposes of this Agreement are as follows:

- A. To encourage redevelopment of the KeysRV Park consistent with the City's Comprehensive Plan and LDR's.
- B. To secure the ability to redevelop two-hundred and ten (210) parcels described as twenty-three (23) mobile homes and one hundred twenty-four (124) lots designated "permanent" RV units, and sixty-three (63) lots designated for use as "recreational vehicle" or Transient use consistent with the LDRs and the Comprehensive Plan, or reduce density by vacating a lot in accordance with the Code; and
- C. To protect and recognize "permanent" RV's within KEYSRV as existing workforce housing and to permit the continued use until such time as the Owner desires to redevelop, or sell any TBR's in accordance with the LDR's.
- D. To establish flexibility in developing setbacks and other development criteria to provide adequate design planning as specified in Section IV below.
- E. To resolve existing Code violations through redevelopment and allow repair to existing structures and previous construction so as to achieve compliance with the City Code to the greatest extent practicable.

III. DEFINITIONS.

For the purposes of this Agreement, the following terms shall have the following definitions. Terms not defined in this Agreement shall be as defined in the City Code, Chapter 163, Florida Statutes, or, if not defined in the Code or statute, shall be understood by their usual and customary meaning.

“Affordable housing” Dwelling units which contain less than or equal to one thousand eight hundred (1,800 SF) square feet of habitable space; meet all applicable requirements of the United States Department of Housing and Urban Development minimum property standards as to room sizes, fixtures, landscaping and building materials, when not in conflict with applicable laws of City; and are restricted in perpetuity or as allowed by law for a minimum fifty-year period to use by households that meet the requirements of at least one (1) of the following income categories: Very-low, low, median, moderate or middle. The requirements for these income categories are as provided in Chapter 104, Specific Use Regulations”.

“Agreement” shall refer to this Development Agreement, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions and pursuant to the provisions of Sections 163.3220, et. seq., Florida Statutes.

“City Code” or “Code” shall refer to the Code of Ordinances of the City of Marathon.

“Comprehensive Plan” shall refer to Marathon’s Comprehensive Plan, as adopted by the City in 2004 and revised by remedial amendments adopted on March 8, 2005.

“Condominium Association or Association” means the condominium association created pursuant to Chapter 718, Florida Statutes, for the operation and management of the common elements of the Property submitted to condominium ownership and as defined in the Declaration of Condominium Establishing Keys RV/Mobile Home Condominium.

“Density or allocated density” the number of dwelling units or rooms allocated per gross acre of land by the Comprehensive Plan.

“Development” shall refer to the development of the Property for uses permitted by the Future Land Use Map in the Comprehensive Plan, subject to the conditions, obligations, restrictions and terms contained in this Agreement.

“Dwelling unit” A single unit providing complete and independent living facilities for one or more persons including permanent provisions for living, sleeping, cooking (meaning a food preparation area larger than a one bin wet bar, that was intended or designed to be used for cooking or the preparation of food and a range, oven or utility connections for such) and sanitation.

“Effective Date” shall refer to the date this Agreement becomes effective, as set forth herein.

“LDR’s” shall refer to the Land Development Regulations of the City of Marathon.

“Market Rate Dwelling” is the building right associated with a property determined to have a Rate of Growth allocation by either possessing a building permit and occupancy certificate issued by the City of Marathon or Monroe County, or an exemption by providing documentation that the dwelling unit is legally established as determined by the Marathon City Planning Department.

“Membership of the Association” means each owner or co-owner of a Parcel.

“Nonconforming Use” the lawful use of land for other than a use specifically permitted in the zoning district or the adopted land use designation in which the use is located. Nonconforming use includes the regulations that govern uses, density, intensity, structures, lots, and other situations that came into existence legally but that do not conform to one or more requirements of the LDRs. These are referred to in the LDRs as “nonconformities.”

“Property” shall refer to the Keys RV Park located in Marathon, which is the subject of this Agreement.

“Permanent RV” A recreational vehicle that, as of July 7, 2005, meets all of the following criteria:

- A. has been tied down or otherwise affixed to the property on which it is located.
- B. has permanent attachments such as carports, porches, screened rooms, or similar improvements.
- C. is continuously occupied for more than six months and being used as a permanent dwelling unit.
- D. is no longer capable of traveling on the public roadways of the state.
- E. no new additions shall be added to a Permanent RV.

“Recreational vehicle space” shall mean a parcel intended for use by traveling recreational vehicles. RV spaces may be leased, rented or occupied by a specific, individual recreational vehicle, for a term of less than twenty-eight (28) days, but placement of a specific, individual recreational vehicle is permitted for occupancies or tenancies of up to six (6) months.

“State land planning agency” shall refer to the State of Florida Department of Community Affairs, or any successor State agency.

“Transferable Building Rights TBRs ” shall mean a transferable building right established by the City Land Development Regulations.

“Transient unit” shall mean a unit in a public lodging establishment as defined by section 509.013(4)(a), Florida Statutes intended for transient lodging only for periods not exceeding twenty-eight (28) days and which conforms to the definition contained in section 509.013(8), Florida Statutes as to transient occupancy.

IV. ADDITIONAL PROVISIONS

In furtherance of the objectives of this development agreement and consistent with the findings established by this Agreement, the City and the Association agree to the following that applies to the entirety of Keys RV Park as determined by the individual lot designation assigned by the City and agreed to by the Membership as recorded by Exhibit C, Lot Designations:

1. The City will allow the Membership of the Association to retain the parcel in its current condition with the exception of health, safety, and welfare issues as determined by the City that must be corrected within a transition period of six (6) months from the effective date of this Agreement; and

2. Owners of a Permanent RV shall be permitted to replace existing RV, deck, Florida Room or other aspects of the structure in accordance with the Marathon City Code to the greatest reasonable extent practicable and in full compliance with health, safety and welfare standards in the Code; and
3. The City will entertain and accept variance applications for redevelopment pursuant to the Marathon LDR's to property line and water setbacks to effectuate the objectives of this Agreement to include a reduction of the canal setback to five (5) feet or less pursuant to an approved engineered stormwater plan that accompanies the variance application, provided that the reduced canal setback provision of this Agreement is approved by the Florida Department of Community Affairs (DCA) and the Florida Department of Environmental Protection (DEP). The rear yard setback of three (3) feet or less on dry lots will be established to effectuate the redevelopment as provided for by this Agreement and as approved by the City Fire Marshall; and
4. Redevelopment of a Permanent RV on-site to a permanent dwelling unit will be considered a market rate dwelling unit. However, if a TBR is ever transferred off site it will be transferred as an affordable housing TBR and deed restricted at the receiver site; and
5. The Association, for common area use only, and individual lot owners will submit development plans at time of redevelopment including, but not limited to, survey, building plans, and site plan; and
6. The Association will be permitted to continue to use existing transient RV lots as Recreational Vehicle Spaces as defined in this Agreement; and
7. Membership of the Association is recognized to possess vested rights to redevelop in the following manner:
 - Either apply for transfer of building rights in accordance with the TBR Ordinance; the remaining lot can be sold without encumbrances and is eligible to apply for a ROGO allocation through the City's ROGO allocation process
 - Replace existing Permanent RV with another Permanent RV and comply with the City Building Code
 - Convert existing Permanent RV units into market rate dwelling units on-site
 - Construct a transient unit on existing RV use lots pursuant to the nonconforming use definition of this Agreement
 - Leave or sell "as is" as provided by this Agreement
8. Association agrees to fund the installation of a fire hydrant on U.S. Highway 1 at the entrance to the site by not later than a date agreed to by the Florida Keys Aqueduct Authority and the Association.

V. STATUTORY AND CODE REQUIREMENTS.

The parties recognize the binding effect of the Florida Local Government Development Agreement Act, Sections 163.3221, *et seq.*, Florida Statutes, as to the form and content of this Agreement and in accordance therewith set forth and agree to the following:

A. Legal Description and Ownership.

Keys RV/Mobile Home Condominium Association, Inc. is the governing body of the Property, which is the subject to this Agreement. The Keys RV Park is described in Exhibit A hereto, Improvement Location and Boundary Survey.

B. Duration of Agreement.

It is the intention of the City and the Association to promote rational and timely development of the Property to maximize best land use management practices consistent with the landowner's rights and commitments described herein. This Agreement shall remain in effect for seven (7) years from its effective date as defined herein with the option to extend the Agreement for three (3) years in one (1) year increments.

C. Permitted Uses.

1. The development permitted on the Property shall consist of those uses set forth herein. The permitted uses on the Property are as follows:

- a. The Property. The Property shall consist of the two hundred and ten (210) parcels consisting of twenty-three (23) parcels designated for use as "mobile homes", one hundred twenty-four (124) lots designated "permanent" RV lots, and sixty-three (63) lots designated for use as "recreational vehicle" or Transient use lots, including ten (10) common area lots known as 22W – designated as Permanent RV, 24W, 26W, 30W, 32W, 34W, 36W, 28W, 38W and 38aW to be used as transient RV spaces. The balance of the Property shall be common elements, which shall be owned, operated and maintained by the condominium association, and limited common elements reserved for the exclusive use of certain units.

2. For the duration of this Agreement, the parties agree that any and all of the approved development shall adhere to, conform to, and be controlled by this Agreement, the exhibits attached hereto and incorporated by reference, the Marathon LDR's and the Comprehensive Plan governing the development of the subject property on the effective date of this Agreement. In the event that all or a portion of the existing or authorized development subject to this Agreement should be destroyed by storm, fire, or other common disaster, Association, its grantees, successors, or assigns shall have the absolute right to rebuild or repair the affected structure(s) and reinitiate the prior approved use so long as such development is in compliance with the City Code to the greatest extent practical and provided that such development shall be in compliance with health, safety and welfare standards in the Code.

3. The following documents are attached hereto and incorporated by reference, showing the Property boundary and existing and proposed uses:

- a. Exhibit A: Improvement Location and Boundary Survey
- b. Exhibit B: Declaration of Condominium Establishing Keys RV/Mobile Home Condominium
- c. Exhibit C: Lot Designations

4. Maximum building height shall be thirty-seven (37) feet, as provided in Future Land Use Element Policy 1-3.2.5. In the City's new Comprehensive Plan.

D. Public Facilities

1. The Florida Keys Aqueduct Authority provides domestic potable water.
2. Electric service is provided by the Florida Keys Electric Co-Op.
3. Solid waste service is provided by Marathon Garbage Service.

4. Educational Facilities. The transient, residential and commercial development of the Property, as contemplated by this Agreement, does not impact upon educational facilities. The Property is currently served by the following schools operated by the Monroe County School Board: Marathon High School, Marathon Middle School and Stanley Switlik Elementary School.

5. Recreational Facilities. The Property includes recreational facilities for owners, visitors and guests of the Property and is being redeveloped at the same density as existed on the site prior to the redevelopment. Therefore, redevelopment of the Property will have no impact on public recreation facilities.

6. Any increased impacts on public facilities or public services attributable to the Membership of the Association, and the cost of capital improvements to meet the associated demand on such facilities or services, shall be assured by payment to the City, concurrent with the issuance of the building permits for each unit, of any Marathon impact fees required by Ordinance then in effect, as well as by payment by the Association of any applicable utility system development fees. In addition, the Association agrees to be subject to any impact fee ordinance adopted by the City within twenty-four (24) months after the Effective Date of this Agreement if such ordinance applies equally and uniformly to all redevelopment in Marathon.

7. Wastewater and sewage collection and disposal on the Property shall be provided by the City upon availability of services scheduled for, but not committed to 2010. Options for enhancing the existing on-site sewage treatment facility for use by the City can be explored and presented to the City.

8. Stormwater management will be provided by the Association at the time of wastewater infrastructure pursuant to Item E.7 above. The Property shall comply with the stormwater management criteria in the City Code, and shall meet all applicable federal, state, and regional stormwater management requirements.

9. Fire, Emergency Services and Police will be provided by the City of Marathon.

F. Finding of Consistency.

By entering into this Agreement, the City finds that the development permitted or proposed herein is consistent with and furthers the Comprehensive Plan (as defined herein), applicable LDR's and the Principles for Guiding Development set forth at Section 380.0552(7), Florida Statutes.

G. Reservations or Dedications of Land for Public Purposes.

The parties anticipate that Association may reserve or dedicate land for public purposes in connection with the development authorized by this Agreement, but is currently unaware of the specifics of such reservation(s) or dedication(s). Reservations and dedications for public purposes in connection with this Agreement will be as required by the City's Comprehensive Plan and City Code. Such reservations or dedications may include, by way of example, easements necessary for the provision of storm water, utility, and wastewater services to the Property.

H. Mutual Cooperation.

City and Association agree to cooperate fully with and assist each other in the performance of the provisions of this Agreement.

I. Development to Comply with Permits and City Comprehensive Plan and Code Provisions.

The development described in and authorized by this Agreement shall be developed in accordance with all required permits, and in accordance with all applicable provisions of the City's Comprehensive Plan and City Code in effect on the date of execution of this Agreement. No certificate of occupancy for an individual building shall be issued until all plans for that building are approved by the City and Association has complied with all conditions in permits issued by the City and other regulatory entities for that building.

J. Compliance With Permits, Terms, Conditions, and Restrictions Not Identified Herein.

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Association of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

K. Laws Governing.

a. For the duration of this Agreement, all approved development of the Property shall comply with and be controlled by this Agreement and provisions of the City's Comprehensive Plan (as defined herein) and City Code in effect on the date of execution of this Agreement, inclusive of text changes and rezoning approved by the City Council on the date of the City's approval of this Agreement, if any. The parties do not anticipate that the City will apply subsequently adopted laws and policies to the Property, except as expressly provided in this Agreement. The entitlements and restrictions herein will extend through perpetuity, or otherwise abandoned as agreed by all parties.

b. Pursuant to Section 163.3233, Florida Statutes, the City may apply subsequently adopted laws and policies to the Property only if the City holds a public hearing and determines that:

i. The new laws and policies are not in conflict with the laws and policies governing the Agreement and do not prevent development of the land uses, intensities, or densities set forth in this Agreement;

ii. The new laws and policies are essential to the public health, safety, or welfare, and the City expressly states that they shall apply to the development that is subject to this Agreement;

iii. The City demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of this Agreement; or

iv. The Agreement is based on substantially inaccurate information supplied by the Association.

However, nothing in this Agreement shall prohibit the parties from mutually agreeing to apply subsequently adopted laws to the Property.

c. If state or Federal laws enacted after the effective date of this Agreement preclude any party's compliance with the terms of this Agreement, it shall be modified as is necessary to comply with the relevant state or Federal laws. However, this Agreement shall not be construed to waive or abrogate any rights that may vest pursuant to common law.

L. Amendment, Renewal, and Termination.

This Agreement may be amended, renewed, or terminated as follows:

a. As provided in Section 163.3237, Florida Statutes, this Agreement may be amended by mutual consent of the parties to this Agreement or by their successors in interest. Amendment under this provision shall be accomplished by an instrument in writing signed by the parties or their successors.

b. As provided in Section 163.3229, Florida Statutes, this Agreement may be renewed by the mutual consent of the parties, subject to the public hearing requirements in Section 163.3225, Florida Statutes and applicable LDR. The City shall conduct at least two (2) public hearings, one of which may be held by the local planning agency at the option of the City. Notice of intent to consider renewal of the Agreement shall be advertised approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in Marathon, and shall be mailed to all affected property owners before the first public hearing. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing. The notice shall specify the location of the land subject to the Agreement, the development uses on the Property, the population densities, and the building intensities and height and shall specify a place where a copy of the Agreement can be obtained.

c. This Agreement may be terminated by the Association or its successor(s) in interest following a material breach of this Agreement by the City, upon written notice to the City as provided in this Agreement.

d. Pursuant to Section 163.3235, Florida Statutes, this Agreement may be revoked by the City if, on the basis of competent substantial evidence, there has been a failure by Association to comply with the terms of this Agreement.

e. This Agreement may be terminated by mutual consent of the parties.

M. Breach of Agreement and Cure Provisions.

a. If the City concludes that there has been a material breach in this Agreement by Association, prior to revoking this Agreement, the City shall serve written notice on Association identifying the term or condition the City contends has been materially breached and providing Association with ninety (90) days from the date of receipt of the notice to cure the breach or negotiate an amendment to this Agreement. Each of the following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of Association, shall be considered a material breach of this Agreement: (1) failure to comply with the provisions of this Agreement; and (2) failure to comply with terms and conditions of permits issued by the City or other regulatory entity for the development authorized by this Agreement.

b. If Association concludes that there has been a material breach in the terms and conditions of this Agreement by the City, Association shall serve written notice on the City identifying the term or condition Association contends has been materially breached and providing the City with thirty (30) days from the date of receipt of the notice to cure the breach. The following events, unless caused by fire, storm, flood, other Act of God, or events beyond the control of the City, shall be considered a material breach of this Agreement: failure to comply with the provisions of this Agreement; failure to timely process any application for site plan approval or other development approval required to be issued by the City for the development/redevelopment authorized by this Agreement.

c. If a material breach in this Agreement occurs and is not cured within the time periods provided above, the party that provided notice of the breach may elect to terminate this Agreement or may seek to enforce this Agreement as provided herein.

d. If either party waives a material breach in this Agreement, such a waiver shall not be deemed a waiver of any subsequent breach.

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N. Notices.

All notices, demands, requests, or replies provided for or permitted by this Agreement, including notification of a change of address, shall be in writing to the addressees identified below, and may be delivered by anyone of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid; or (c) by deposit with an overnight express delivery service with a signed receipt required. Notice shall be effective upon receipt. The addresses and telephone numbers of the parties are as follows:

TO ASSOCIATION:

Keys RV/Mobile Home Condominium Association
Attn: Board of Directors, Mr. Douglas Hurtubise
Marathon, Florida 33050
Telephone: (305) 743-5164

With a copy by regular U.S. Mail to:

Tom Wright, Esq.
P.O. BOX 500309
Marathon, Florida 33050
Telephone: (305) 743-8118

TO THE CITY:

Mike Puto, City Manager City of Marathon
10045-65 Overseas Highway Marathon, Florida 33050
Telephone: (305) 743-0033

With a copy by regular U.S. Mail to:

Jimmy Morales, Esq.
City Attorney
Stearns, Weaver, Miller, Weissler Alhadeff & Sitterson, P .A.
150 West Flagler Street, Suite 2200 Miami, Florida 33133
Telephone: (305) 789-3427

O. Annual Report.

On each anniversary date of the Effective Date of this Agreement, Association shall provide the City with a report identifying (a) the amount of development authorized by this Agreement that has been completed, (b) the amount of development authorized by this Agreement that remains to be completed, and (c) any changes to the plan of development that have occurred during the one (1) year period from the Effective Date of this Agreement or from the date of the last annual report.

P. Enforcement.

In accordance with Section 163.3243, Florida Statutes, any party to this Agreement, any aggrieved or adversely affected person as defined in Section 163.3215(2), Florida Statutes, or the State Land Planning Agency may file an action for injunctive relief in the circuit court of Monroe County, Florida, to enforce the terms of this Agreement or to challenge the compliance of this Agreement with the provisions of Sections 163.3220-163.3243, Florida Statutes.

Q. Binding Effect.

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

R. Drafting of Agreement.

The parties acknowledge that they jointly participated in the drafting of this Agreement and that no term or provision of this Agreement shall be construed in favor of or against either party based solely on the drafting of the Agreement.

S. Severability.

In the event any provision, paragraph or section of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability or the validity of the remaining provisions of this Agreement.

T. Applicable Law.

This Agreement was drafted and delivered in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

U. Litigation/Attorney's Fees; Venue; Waiver of Right to Jury Trial.

As between the City and Association, in the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorney's fees. This includes, but is not limited to, reimbursement for such reasonable attorneys' fees and costs incurred with respect to any appellate, bankruptcy, post-judgment, or trial proceedings related to this Agreement. Venue for any legal proceeding arising out of this Agreement shall be in Monroe County, Florida. The parties to this Agreement waive the right to a jury trial in any litigation arising out of or initiated under this Agreement.

V. Use of Singular and Plural.

Where the context requires, the singular includes the plural, and the plural includes the singular.

W. Duplicate Originals; Counterparts.

This Agreement may be executed in any number of originals and in counterparts, all of which evidence on agreement. Only one original is required to be produced for any purpose.

X. Headings.

The headings contained in this Agreement are for identification purposes only and shall not be construed to amend, modify, or alter the terms of the Agreement.

Y. Entirety of Agreement.

This Agreement incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, or understandings regarding the matters contained herein. The parties agree that there are no commitments, agreements, or understandings concerning the subjects covered by this Agreement that are not contained in or incorporated into this document and, accordingly, no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether written or oral. This Agreement contains the entire and exclusive understanding and agreement among the parties and may not be modified in any manner except by an instrument in writing signed by the parties.

Z. Recording; Effective Date.

Association shall record this Agreement in the public records of Monroe County, Florida, within fourteen (14) days after the date of this Agreement. A copy of the recorded Agreement showing the date, page and book where recorded shall be submitted to the State Land Planning Agency by hand delivery, registered or certified United States mail, or by a delivery service that provides a signed receipt showing the date of delivery, within fourteen (14) days after the Agreement is recorded. Association shall also provide a copy of the recorded Agreement to the City within the same time period. This Agreement shall become effective thirty (30) days after the date it is recorded in the public records of Monroe County, Florida, and received by the State Land Planning Agency.

AA. Date of Agreement.

The date of this Agreement is the date the last party signs and acknowledges this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year below written. Signed, sealed, and delivered in the presence of:

WITNESSES:

ASSOCIATION:

Keys RV/Mobile Home Condominium Association.

Thomas D. Wright
Signature
Thomas D. Wright
Name of Witness (printed or typed)

By: Douglas J. Hurtubise
Douglas J. Hurtubise, President

Susan L. Richards
Signature
Susan L. Richards
Name of Witness (printed or typed)

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing Agreement was acknowledged before me on this 31st day of July, 2007, by Douglas J. Hurtubise and the respective witnesses, and he is, either personally known to me or produced Florida drivers licenses as identification.

(SEAL)



Susan L. Richards
Notary Public
Susan L. Richards
Name (typed, printed or stamped)

My commission expires:

On the 26 day of June, 2007, The City Council of the City of Marathon approved this Agreement by Resolution No. 2007-93.

ATTEST:

Diane Clavier
Diane Clavier, City Clerk

CITY OF MARATHON

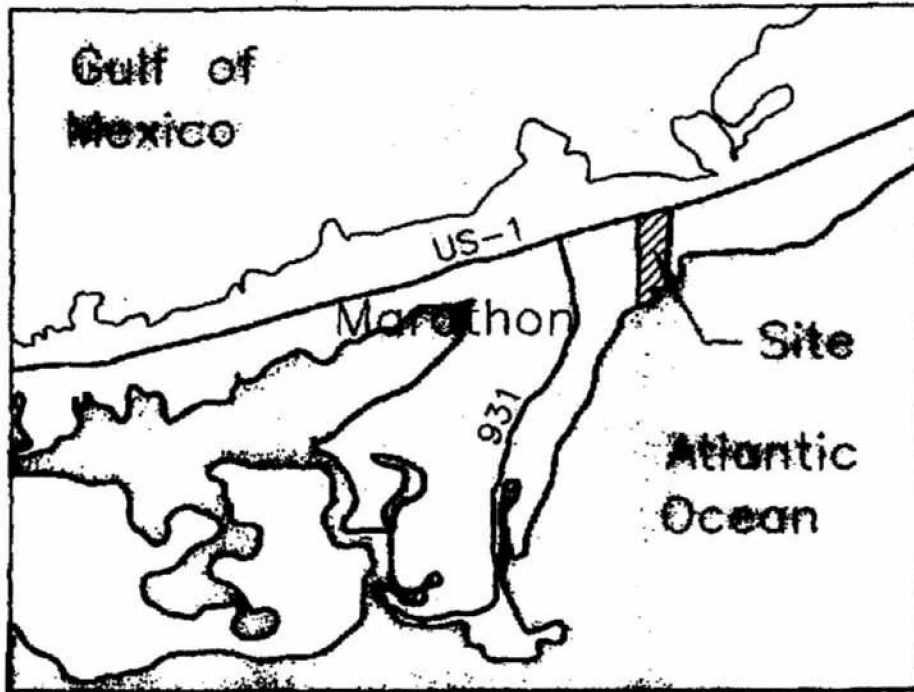
By: Christopher M. Bull
Christopher M. Bull, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

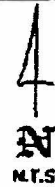
Jimmy Morales, City Attorney

Doc* 1466237
 BM 2031 Ppli 53

Doc# 1656824
 Bk# 2313 P# 864



LOCATION MAP

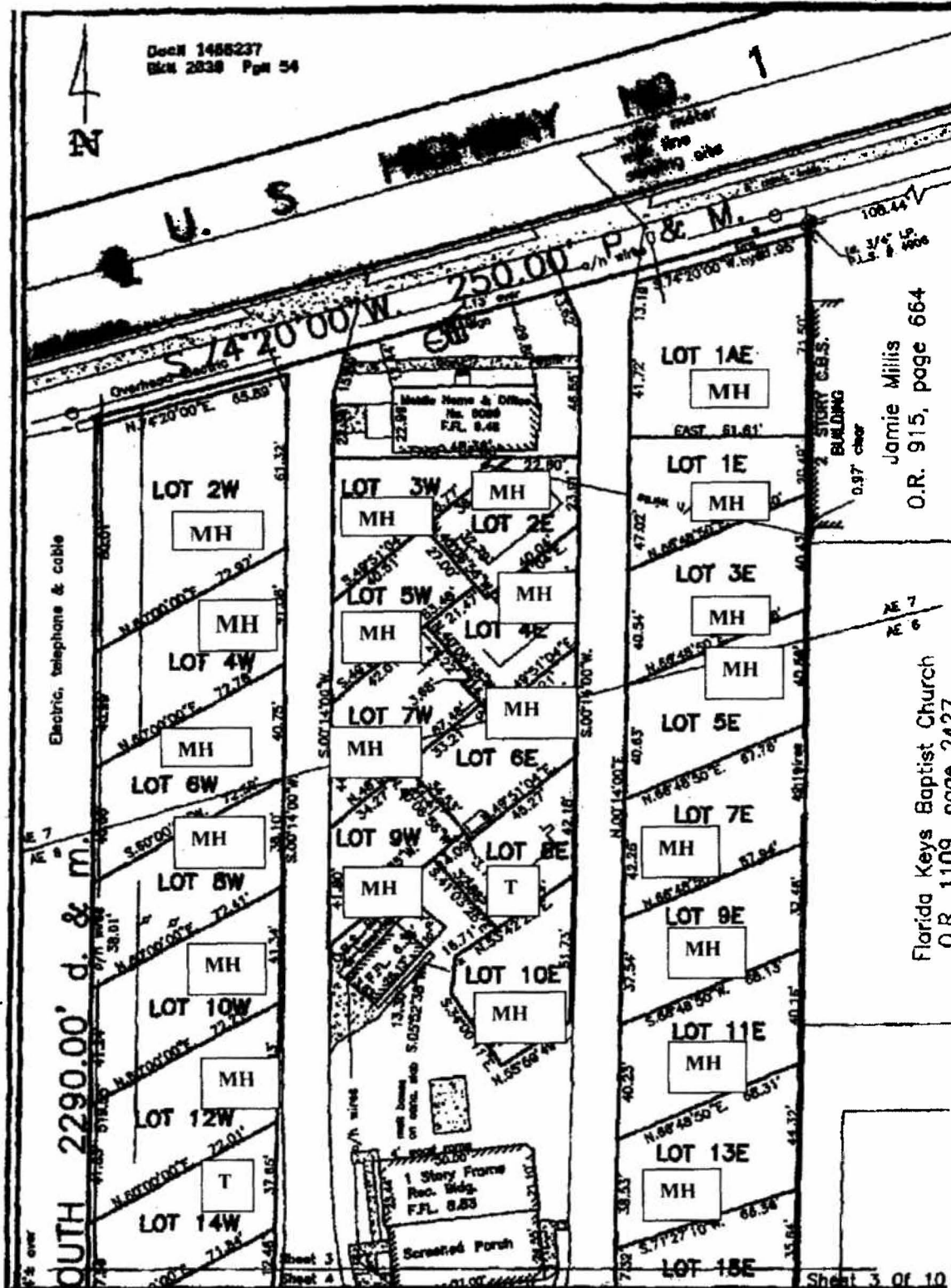


Sheet 2 Of 10

Keys R.V. / Mobile Home			
SO ^{BY} Overseas Highway, Marathon, F-1.33050			
Condominium Survey			OWN No.: 04-349
Scale: 1"=40'	Ref. 177-67	Flood panel No. 1478H	Own. F.H.H.
Date: 6/10/04		Flood Zone AE-VE	Flood Day (-1)
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
HYA II			
m th gll = II • IIII . II = IIII • IIII = IIIII IIII . IIIII •			

FREDERICK H. HILDEBRANDI"
 SNOWS* PLANNER SURVEYOR

3152 Northarcia Olive
 Sults 201
 1/8" W x 1/4" FT. 33040
 (30') 223-04643
 Fax. (305) 293-0237



Jamie Millis
O.R. 915, page 664

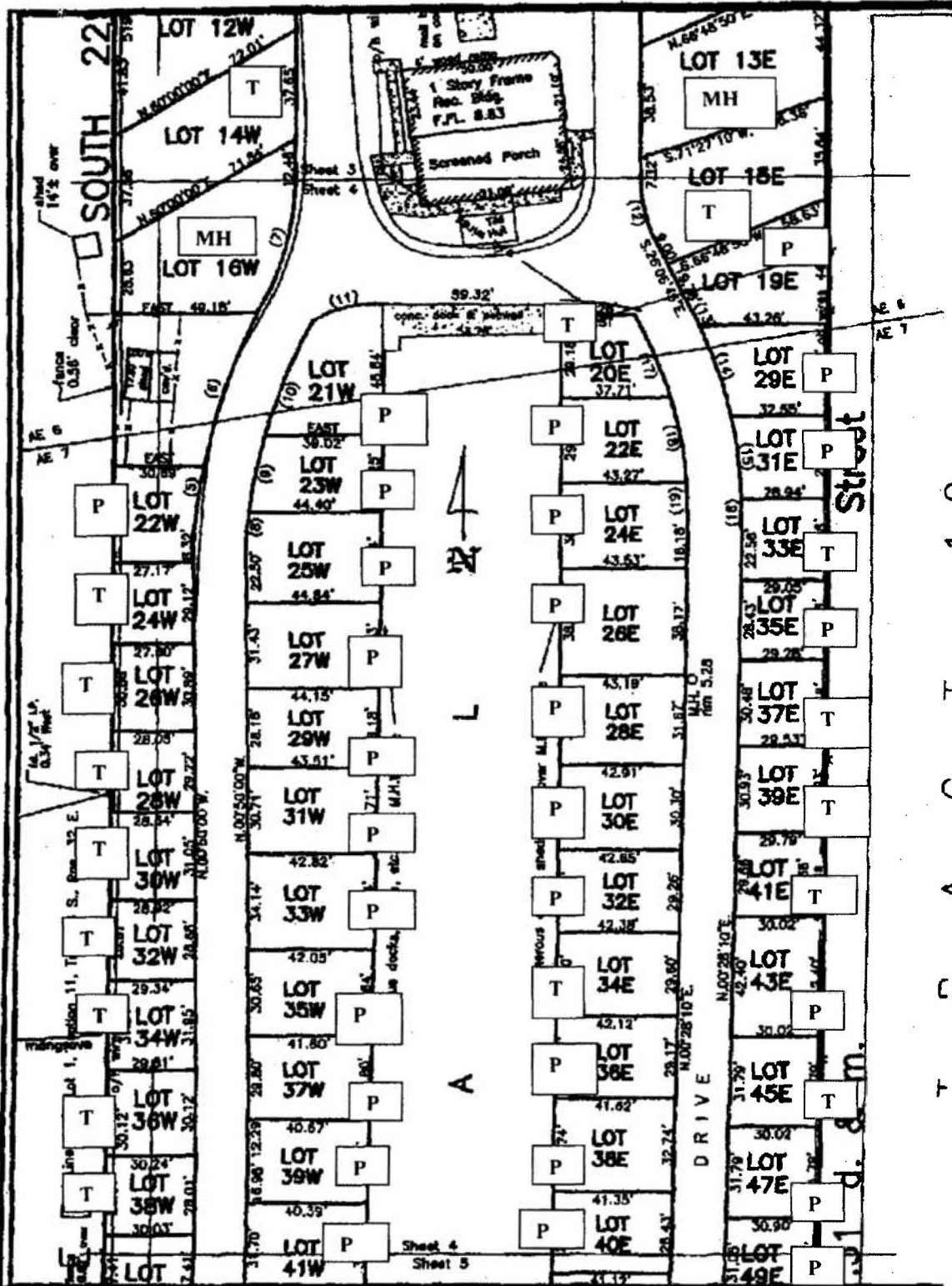
Florida Keys Baptist Church
O.R. 1109 page 2427

Keys R.V. / Mobile Home 6099 Overseas Highway, Marathon, FL 33050			
Condominium Survey		Own No: 04-349	
Scale: 1" = 40'	Ref: 177-67	Flood panel No. 1572M	Drawn By: F.H.H.
Date: 8/10/04		Flood Zone: AE-VE	Flood Elev: 7-13'
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
c/dwg/marathon/survey			

FREDERICK H. HILDEBRANDT
EMMEN RAMER SURVEYOR

3152 Licatusids Drive
Suite 201
350th St. FL
Fes) 293-046 (305) 2388

Doc# 1656824
 BKN 2313 Pgn 866



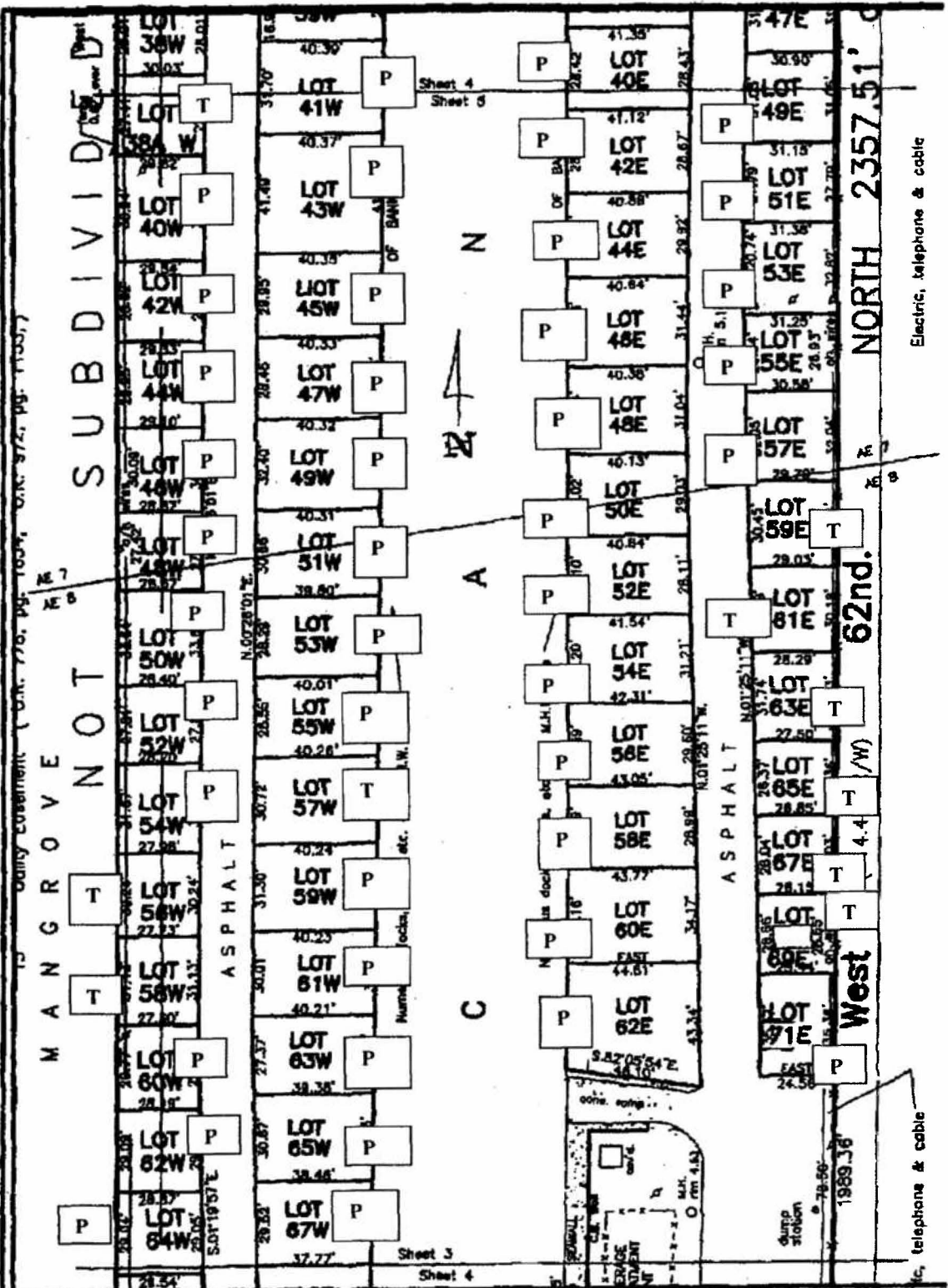
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Condominium Survey			Den No.: 04-349
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Date: 6/10/04		Flood Zone: AE-VE	Flood Elev. 7-13'
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
c:/dwg/marathon/keysrv			

FREDERICK H. HILDEBRANDT
 ENNIER KANNER MINIM

3152 Norhelde Drive
 Suite 201
 Key West, Ft 13040
 (305) 293-0466
 roc. (305) 293-0237

Doe* 14511137
 1/1/04 2031P Pm 55

Doc# 1656824
 Bk# 2313 Pg# 867



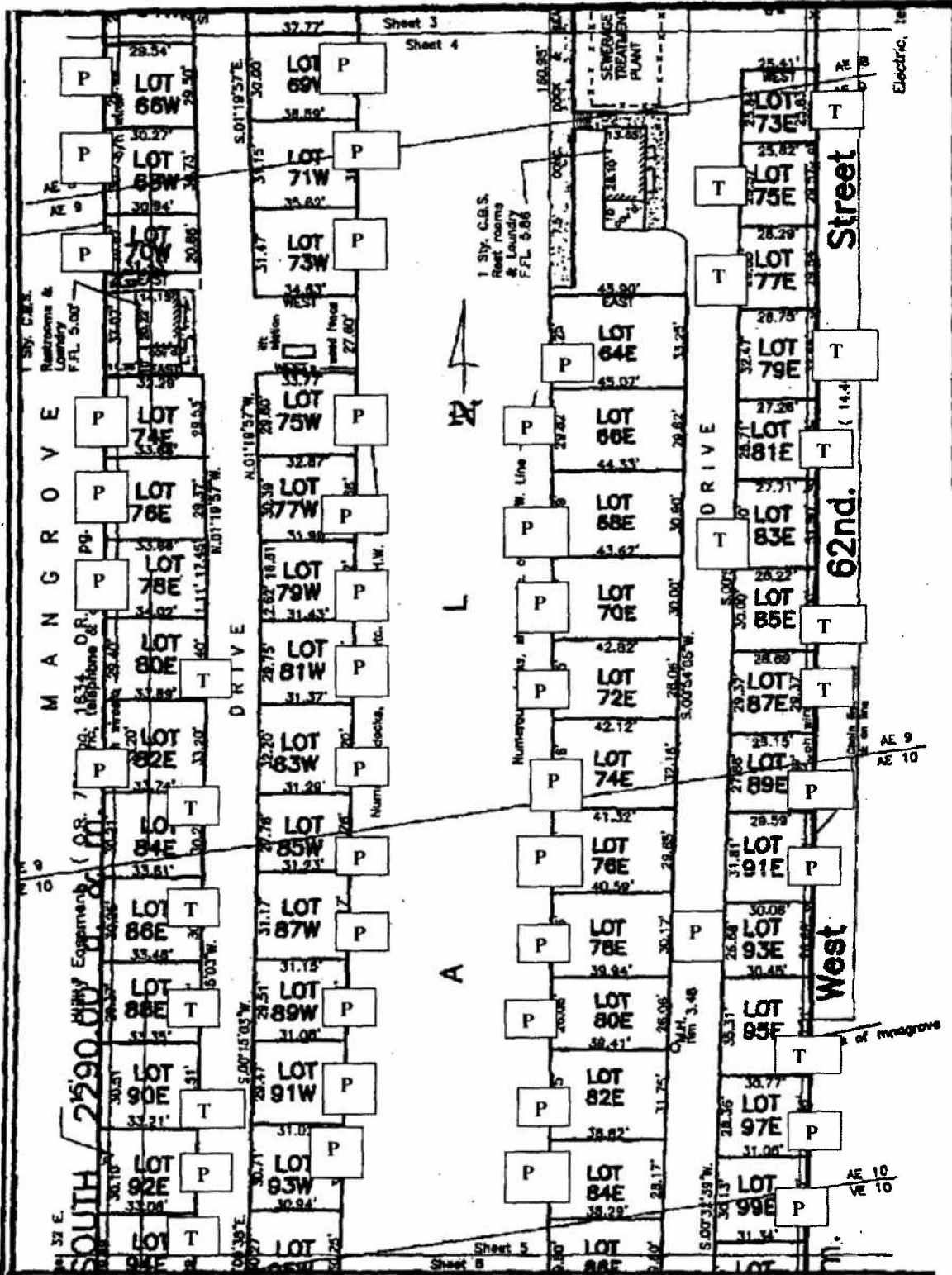
Keys R.V. / Mobile Home 6099 Overseas Hi-hwa Marathon Fl. 33050			
Condominium Survey			LWN NO.: 04-349
Scale: 1"=40'	Rev. 177-67	Flood panel No. 1575M	Des. By: F.H.H.
Date: 6/10/04		Flood Zone: AC-VE	Flood Elev. 7-13'
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
5/11/04: Revised			
3/26/04: Revised			
c:/dwa/marathon/ksrv			

FREDERICK H. HILDEBRANDT
 MIRE- PLANNER SURVEYOR

3132 Northside Drive
 Suite 201
 1 1/2 West Ft. 33040
 293-046

Fax: (305) 293-0237
 Docit 1400237
 13km 2038 Po Se

Doc# 1656824
 BKH 2313 Pgh 868



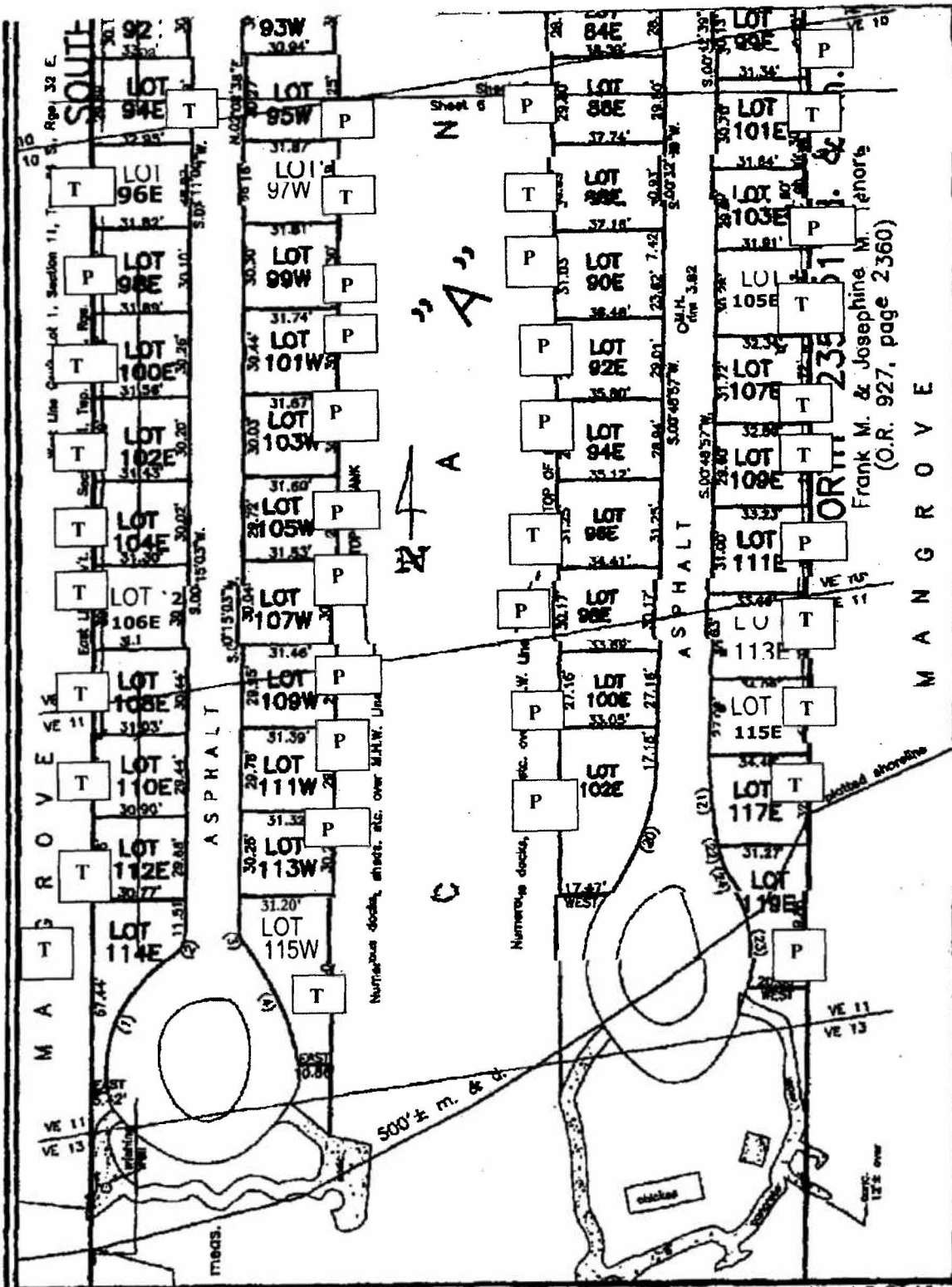
Keys R.V. / Mobile Home 6099 Overseas Highway, Marathon, FL 33050			
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Scale: 1" = 40'	Ref. 177-87	Flood panel No. 1572H	Drawn By: F.H.H.
Date: 6/10/04		Flood Zone: AE-VE	Flood Map: 7-13
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/28/04: Revised			
c/dwg/marathon/keysrv			

Sheet 6 Of 10

FREDERICK H. HILDEBRANDT
 MOM PIANNET IMANILYOR

3152 Northside Dr.
 Sea* 201
 Key West, FL 33040
 (5) 20 3-0465
 Fax: (305) 203-0237

Doc# 1415237
 ekil 2835 Psi 57



Doc# 1656824
BKN 2313 PGM 869

Keys R.V. / Mobile Home
6099 Overseas Highway, Marathon FL 33050
Condominium Survey
Scale: 1"=40'
Date: 6/10/04
Revisions and/or Additions:
7/30/04: Revised
8/11/04: Revised
8/26/04: Revised
e/dwg/marathon/kayary

Sheet 7 Of 10
FREDERICK H. HILDEBRANDT
8000111131 FU41112 91111111Yalt
3152 Norboddoliva
Sulft 201
Key West, FL 33040
Phone (303) 233-0237
Doc# 1408237
eke 2139 PIO 58

Doc# 1656824
Bk# 2313 Pg# 870

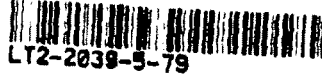
EXHIBIT B

**DECLARATION OF CONDOMINIUM
ESTABLISHING
KEYS RV/MOBILE HOME CONDOMINIUM**

ON FILE IN THE PLANNING DEPARTMENT



LT1-60-1466237-1



LT2-2039-5-79

This instrument prepared by:
John R. Allison, III
The Allison Firm, P.A.
6803 Overseas Highway
Marathon, Florida 33050

Doc# 1466237 09/07/2004 8:39AM
Filed & Recorded in Official Records of
MONROE COUNTY DANNY L. KOLHAGE

**DECLARATION OF CONDOMINIUM
ESTABLISHING
KEYS RV/MOBILE HOME CONDOMINIUM**

KEYS RV/MOBILE HOME CONDOMINIUM ASSOCIATION, INC., f/k/a KEYS RV/MOBILE HOME PARK HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation ("Association"), does hereby declare as follows:

Doc# 1466237
Bk# 2039 Pg# 5

ARTICLE I
Creation of Condominium

Association, having acquired in accordance with Chapter 723 of the Florida Statutes the fee simple title to the real property (the "Land") lying in the County of Monroe, State of Florida, as legally described in Exhibit A attached hereto, and all improvements erected thereon and as depicted in Exhibit B, hereby submits to condominium ownership and use the Land and all improvements now or hereafter erected thereon, in the manner provided for in the Florida Condominium Act as such act exists on the date hereof. The Condominium created by this Declaration shall be known as KEYS RV/MOBILE HOME CONDOMINIUM.

ARTICLE II
Definitions

The following terms when used in this Declaration and its exhibits, and as they may hereafter be amended, shall have the meanings stated as follows, except where the context requires otherwise:

- A. "Act" means the Florida Condominium Act (Chapter 718, Florida Statutes), as it exists on the date hereof.
- B. "Approved-Dwelling" means a mobile home, recreational vehicle or permanent dwelling structure that has been approved for a Parcel by the Association.
- C. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as same may be amended from time to time.
- D. "Assessment" means a share of the funds required for payment of Common Expenses, which from time to time is charged to the Parcel Owner(s).
- E. "Assigns" means any person to whom some or all rights of a Parcel Owner have been validly transferred by sale or otherwise.



F. "Association" or "Condominium Association" means Keys RV/Mobile Home Condominium Association, Inc., a not-for-profit Florida corporation, which is the entity responsible for the operation of the Condominium.

G. "Association Property" means real or personal property owned by the Association.

H. "Board of Directors" or "Board" or "Directors" means the board of directors responsible for administration of the Association.

I. "Building" means the structure(s) lying within the Common Elements and within a Parcel as the same may be approved by the Association as an Approved-Dwelling, including the structures for some of the amenities lying within the Common Elements as shown in Exhibit "B."

J. "Bylaws" means the bylaws of the Association, as they exist from time to time.

K. "Common Elements" mean and include:

1. The portions of the Condominium Property that are not included within the Parcels.

2. An easement of support in every portion of a Parcel which contributes to the support of the Buildings and easements through Parcels for conduits, pipes, ducts, vents, plumbing, wiring, cables and other facilities, equipment and/or fixtures for the furnishing of utility services and/or heating, cooling, ventilation, cable television, communication, data and security systems, or other services to more than one (1) Parcel or to the Common Elements.

3. The property and installations required for the furnishing of utilities for electric, water and sewer and other services to more than one Parcel or to the Common Elements.

4. Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Act.

L. "Common Expenses" mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Condominium, 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 Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation:

1. all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; and

2. subject to the requirements in Article VI.M, the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract



with the Association or other provider; and

3. if applicable, costs relating to reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house and/or interactive communications and surveillance systems; and

4. the real property taxes, Assessments and other maintenance expenses attributable to any Parcel not conveyed by the Association, any Parcel acquired by the Association or any Association Property and/or rental or other expenses owed in connection with any Parcels leased by the Association; and

5. any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; provided, however, Common Expenses shall not include any separate obligations of individual Parcel Owners; and

6. all public utility services, including electric, water, sewage, provided to the Condominium, except and to the extent that such utilities are provided to and separately billed to individual Parcels.

M. "Common Receipts" means the following items collected by the Association on behalf of the Condominium:

1. mortgage payments, rent and other charges derived from deferred purchase prices payable to the Association in connection with a mortgage or other security instrument in favor of the Association for the sale of a Parcel to a Parcel Owner, leasing or licensing the use of the Common Elements, Limited Common Elements, Parcels owned by the Association or Condominium Property;

2. funds collected from Parcel Owners for payment of Common Expenses or otherwise; and

3. receipts designated as common by law, the Act, this Declaration or the Bylaws.

N. "Common Surplus" means the excess of all Common Receipts received by the Association over Common Expenses.

O. "Community" means the residential development known as Keys RV/Mobile Home Condominium as described in the Condominium Documents.

P. "The Condominium" means Keys RV/Mobile Home Condominium, which is a form of ownership of real property created pursuant to the Act and under this Declaration providing for ownership by one or more persons or entities of real property together with an undivided interest in Common Elements appurtenant to each such Parcel.

Q. "Condominium Documents" means this Declaration, Articles of Incorporation,



and Bylaws.

R. "Condominium Property" means the land and personal property that are subject to Condominium ownership under the Condominium Documents, all improvements on the land, and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium.

S. "Declaration of Condominium" or "this Declaration" means this instrument, as it may be amended or supplemented from time to time.

T. "Dispute", for purposes of Section D of Article XII, means any disagreement between two or more parties that involves: (1) the authority of the Board, under any law or under this Declaration, the Articles or Bylaws to: (a) require any Owner to take any action, or not to take any action, involving that Owner's Parcel; or (b) alter or add to Common Element; or (2) the failure of the Association, when required by law or this Declaration, the Articles or Bylaws to: (a) properly conduct elections; (b) give adequate notice of meetings or other actions; (c) properly conduct meetings; or (d) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Parcel or Common Element; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.

U. "Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.

V. "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping, if any) located on the Condominium Property including, but not limited to, the Buildings.

W. "Institutional Lender" means (1) any bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or any other lender generally recognized as an institutional type lender, or (2) any mortgage banking company doing business in the State of Florida; or (3) any secondary mortgage market institution, including the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Association ("FHLMC"), the Government National Mortgage Association ("GNMA"), the Federal Housing Authority ("FHA"), the Veterans Administration ("VA") and such other secondary mortgage market institution as the Association shall hereafter approve in writing; or (4) the Association. "Institutional First Lender" or "Institutional First Mortgagee" means an Institutional Lender that has acquired a first mortgage lien upon a Parcel. A "Majority of Institutional First Mortgagees" means Institutional First Mortgagees of Parcels by which greater than one-half (1/2) of the voting interest of Parcels subject to first mortgages held by Institutional First Mortgagees are encumbered. "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, first mortgages on Parcels securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.



X. "Limited Common Elements" means those Common Elements, which are reserved for the use of a certain Parcels to the exclusion of all other Parcels, including Boat Dock Spaces as shown in Exhibit B.

Y. "Member of the Association" means the owner or co-owner of a Parcel.

Z. "Membership" means the interest of a Parcel Owner in the Association.

AA. "Mobile Home Lot" means those twenty-six (26) Parcels designated in Exhibit E-1 which can be used for the placement of a "mobile home" or "park trailer" as defined by Sections 723.002(3) and 723.003(3), Florida Statutes (2003) or a "manufactured home" as by Sections 320.01, Florida Statutes (2003). This definition shall not operate as a limitation upon legal uses or rights of the lot that may be "grand fathered" for the said lots. The lot shall include any transferable rate of Growth Ordinance (ROGO) Exemptions, (TRE), or other transferable development rights. The Association shall take no action or pass no rule to hinder the transferability of such rights by the lot owners. The Association, its officers, directors, and attorneys make no representation with respect to the existence of these rights.

BB. "Parcel" or "Lot" means a part of the Condominium Property that is subject to exclusive ownership and which includes a proportionate undivided interest in the Common Elements and Common Surplus appurtenant thereto as set forth in this Declaration of Condominium or any amendment thereof.

CC. "Parcel Owner" or "Lot Owner" means a person(s) or entity holding record title to a Parcel.

DD. "Person" means an individual, firm, partnership, association, trust or other legal entity, or any combination thereof.

EE. "Rules and Regulations" means guidelines adopted by the Association concerning the use of the Condominium Property, as they may be amended from time to time.

FF. "RV Lot" means those one hundred seventy-four (174) Parcels designated in Exhibit E-1 which can be used for the placement of a "recreational vehicle" as defined by Sections 320.01(1)(b), Florida Statutes (2003), but does not include a "truck camper" or "camping trailer as defined by Sections 320.01(1)(b)2 and 3, Florida Statutes (2003) and as defined by the City of Marathon Land Development Regulations. This definition shall not operate as a limitation of legal uses or rights of the lot that may be "grand fathered" for the said lots. The lot shall include any transferable rate of Growth Ordinance (ROGO) Exemptions, (TRE), transient licenses, or other transferable development rights. The Association shall take no action or pass no rule to hinder the transferability of such rights by the lot owners. The Association, its officers, directors, and attorneys make no representation with respect to the existence of these rights.

GG. "Special Assessment" means any assessment levied against any Parcel Owner(s) other than the assessments provided for in the Annual Budget.



HH. “Sewer Treatment Plant” means the sewer treatment plant, the location of which is depicted in Exhibit B, which shall be operated and maintained by the Association for sewage treatment for the Parcels until such time as all Parcels are required (or voluntarily elect by majority vote) to connect to a public service provider.

II. “Voting Certificate” means a document which designates one of the record title owners or the corporate partnership or entity representative who is authorized to vote on behalf of a Parcel owned by more than one owner or by any entity.

JJ. “Voting Interest” means the voting rights distributed to the members of the Association pursuant to the Articles of Incorporation.

ARTICLE III Description of Condominium

A. Purpose. The purpose of this Declaration is to create a condominium regime pursuant to the Act and set forth the terms and conditions pursuant to which each Parcel Owner shall be bound and the right and obligations of each Parcel Owner with respect to the Condominium Property.

B. Survey and Plans. The Condominium is located in Marathon, Florida within Monroe County. Attached hereto and made a part hereof as Exhibit B are a survey of the land, graphic description and plot plans of the Condominium identifying the Parcels and Common Elements and their locations and approximate dimensions. It is the intent of this Declaration to minimize those elements in a typical condominium that are designated as Common Elements. Except as specifically set forth in this Declaration, all improvements within a Parcel shall be considered part of the Parcel and not a Common Element of the Condominium.

C. Identification of Parcels. The Parcels (Lots) located in KEYS RV/MOBILE HOME CONDOMINIUM, as depicted on the Plot Plan which is attached hereto as Exhibit "B" and incorporated herein by reference, consists of parcels of land totaling Two Hundred (200) Parcels, and each Parcel is identified by a separate numerical (or numerical-alpha) designation. As set forth in Exhibit E-1, Twenty-Six (26) Parcels are designated as Mobile Home Lots and One Hundred Seventy-Four (174) Parcels are designated as RV Lots. The designation of each of such Parcels is set forth in Exhibit B attached hereto. Exhibit B consists of a survey of the Condominium Property, a graphic description of the Improvements located thereon, including, but not limited to, the Buildings, and a plot plan thereof. Said Exhibit B, together with this Declaration, is sufficient in detail to identify the Common Elements and each Parcel and their relative locations and dimensions. There shall pass with a Parcel as appurtenances thereto: (1) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (2) an exclusive easement for the use of the airspace occupied by the Parcel as it exists at any particular time and as the Parcel may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (3) membership in the Association with the full voting rights appurtenant thereto; and (4) other appurtenances as may be provided by the Condominium Documents.

D. Parcel Boundaries. Each Parcel shall include that portion of the Condominium Property, including any Improvement situated thereon, lying within the following boundaries:

1. Upper and Lower Boundaries. There are no upper or lower boundaries as each Parcel includes all airspace and subsurface areas within the perimetrical boundaries of the Parcel.

2. Perimetrical Boundaries. The perimetrical boundaries of the Parcel shall be the boundary lines as depicted in Exhibit B.

3. Exceptions. No Parcel shall be deemed to include any pipes, wires, conduits, lines, or other utility lines running through such Parcel which are utilized for more than one Parcel, the same being deemed Common Elements.

E. Limited Common Elements. The boat dock spaces ("Boat Dock Spaces") may be permanently assigned by the Association to Parcel Owners as Limited Common Elements, all as shown in Exhibit B. Except for the seawall structure and rip rap areas, which shall be maintained by the Association, all Limited Common Elements shall be maintained by the Parcel Owner to which such Limited Common Elements is assigned.

F. Common Elements. The following structures (all of which are depicted in Exhibit B) shall be used in common by all Parcel Owners, their guests and invitees, subject to all rules and regulations adopted by the Board from time to time: recreational building, three (3) laundry and restroom buildings, Association office building, chickee hut structure, storage shed, mail box station, sewage treatment plant, and visitors' parking area for seven (7) parking spaces, which parking spaces are designated on Exhibit B as 22W, 24W, 26W, 28W, 30W, 32W, 34W, 36W and 38W.

G. Association's Right to Alter. The Association shall have the additional right, without the consent or approval of the Board of Directors or other Parcel Owners, but without obligation, to:

1. make alterations, additions or improvements, structural and non-structural, ordinary and extraordinary, in, to and upon any Parcel not transferred to a Parcel Owner; and

2. change the configuration and/or size of a Parcel in any nonmaterial fashion, it being the intent of the Association, during the 180-day period commencing with the Association's acquisition of fee simple interest to the Property, to increase or decrease the area of Parcels, the configuration of Parcels and the location of Parcels in order to better configure the land within Parcels to enhance the use of Parcels in relationship to Approved-Dwellings without materially affecting the use of Common Elements by Parcel Owners; and

3. expand, alter or add to all or any part of the recreational facilities, if any, provided, however, no alteration or amendment shall discriminate against any Parcel Owner.



H. Transferable Development Rights and Cesspit Credits. Transferable Rate of Growth Ordinance ("ROGO") Exemptions ("TRE") or other transferable development rights, or transient licenses or rights, or cesspit credits, if any, applicable to the real property for the Condominium constitute a part of the lots owned by the lot owners. The Condominium Association shall pass no rule or regulation hindering the transferability of such rights by the unit owners.

I. Flood Area For Parcels and Buildings. Monroe County is in a special flood hazard area. The ground level of the Buildings and all property located within Parcels are in the VE-13, VE-11, AE-10, AE-9, AE-8, AE-7 and AE-6 flood zones as established by the Federal Emergency Management Agency (FEMA) and the National Flood Insurance Program (NFIP). In case of flooding, all such areas are subject to possible flooding. All recreation vehicles, mobile homes, and Buildings are subject to possible damage in the event of flooding. The premiums for flood insurance for mobile homes, recreational vehicles and for improvements with enclosures and living quarters below the minimum base flood elevation constructed or placed on the property after December 31, 1974 and/or if the construction or placement of the mobile home or recreational vehicle did not meet the then existing National Flood regulations, may be extremely high or unavailable if constructed or placed on the property illegally in whole or in part. The existing flood insurance premium is not necessarily the premium that would have to be paid if the structure, mobile home or recreational vehicle in question has had flood insurance issued without an inspection and/or elevation certificate reflecting the structure's, mobile home's or recreational vehicles' current configuration.

State and federal laws and regulations, and city land use regulations that pertain to the Condominium Property may PROHIBIT SUBSTANTIAL IMPROVEMENTS, ADDITIONS, OR RECONSTRUCTION following a casualty or natural disaster that damages or destroys the mobile home, recreational vehicle or other improvements located on the Condominium property. Ground level structures constructed before January 1, 1975, are allowed improvements, additions and reconstruction ONLY UP TO 50% of the market or appraised value WITHOUT having to meet the current base flood elevation requirements. All non-substantial improvements are considered cumulative and considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences. The intent and purpose of the cumulative, non-substantial improvements requirement is to eventually bring structures located below base flood elevation into compliance with the elevation requirements, thereby protecting your investment and minimizing the threat of damage and loss to flood hazards.

If a recreational vehicle or mobile home that is affixed or attached to the real property is removed or destroyed for any reason, including a casualty or natural disaster, the Parcel Owner may not be allowed to permanently affix a replacement recreational vehicle or mobile home on the Parcel under current or future land use and other governmental regulations. In particular, Parcel Owners may be required to comply with sections 9.5 -141, *et. seq.* of the City of Marathon Land Development Regulations that govern replacement, improvement to and reconstruction of nonconforming uses. In addition, if a Parcel Owner replaces an existing mobile home, the Parcel Owner may be required to elevate the replacement mobile home to comply with applicable National Flood and other governmental regulations at substantial expense to the Parcel Owner.



ARTICLE IV

Ownership of Condominium, Occupancy of Parcels and Common Elements

A. Fee Simple. Each Parcel shall be conveyed as individual property in fee simple ownership. Included in fee title to each Parcel shall be an undivided interest in the Common Elements and in the Common Surplus. The ownership share in the Common Elements and in the Common Surplus shall be as set forth below. Each Parcel shall have an equal fractional ownership interest in the Common Elements, Common Surplus, and Common Expenses as an appurtenance to each Parcel, to wit: 1/200th interest.

B. Ownership and Conveyance of Undivided Interest in the Common Elements and in the Common Surplus. The undivided interest of each Parcel in the Common Elements and in the Common Surplus is deemed to be conveyed or encumbered with its respective Parcel, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Parcel.

C. Change of Undivided Interest. The undivided interest appurtenant to each Parcel shall not be changed except with the unanimous consent of the Parcel Owners and record owners of liens encumbering the Parcels.

D. Cancellation of Prior Agreement or Statutory Tenancy. If, at the date of commencement of this Declaration, a Parcel Owner has the right to possession of a Parcel under any agreement or statutory tenancy, this Declaration shall supersede such agreement or statutory tenancy which shall be of no further effect after the date of commencement of this Declaration.

E. Inspection and Acceptance of Parcels and Common Elements. Each Parcel Owner has (or it shall be presumed to have) inspected the Parcel and Common Elements and shall accept the Parcel and Common Elements in their present condition on commencement of this Declaration and the acceptance of Membership and title to a Parcel.

F. Use of Common Elements. Each Parcel Owner shall have the right of joint use and enjoyment in common with other Parcel Owners of the Common Elements and the Condominium Property not specifically occupied by other Parcel owners, except insofar as it may be limited or restricted by this Declaration, the Rules and Regulations, Articles of Incorporation and Bylaws of the Association. Parcel Owner's use of Common Elements and the Condominium Property shall not encroach upon the rights of other Parcel owners.

G. Voting Rights of Parcel Owners. On all matters on which the Parcel Owners shall be entitled to vote, there shall be only one (1) voting interest (or vote) for each Parcel in the Condominium, which vote may be cast by the owner of each Parcel or the person designated in the Voting Certificate for the Parcel. Should any person own more than one Parcel, such person shall be entitled to cast one (1) vote for each Parcel owned.



H. Distribution of Common Surplus. The Common Surplus shall be held and distributed by the Association in the manner and subject to the terms, provisions and conditions of the Condominium Documents. Except for distribution of any insurance indemnity herein provided or termination of the Condominium, any distribution of Common Surplus which may be made from time to time shall be made to the then Parcel Owners in accordance with their respective common interests in the Condominium.

I. Indemnity. Each Parcel Owner agrees to save the Association harmless from all liability, loss, damage and expense arising from injury to person or property occasioned by the failure of the Parcel Owner to comply with any provision hereof, or due wholly or in part to any act, default or omission of the Association, its agents, servants or contractors when acting as agent for the Parcel Owner as provided in this Declaration. This paragraph shall not apply to any loss or damage when the Association is covered by insurance which provides for a waiver of subrogation against Parcel Owner.

J. Consideration for Conveyance of Parcels. The Association shall set purchase prices for the initial conveyance of each Parcel such that the aggregate consideration paid by the initial Members for each Parcel (a total of 200 Parcel transfers) shall be not less than the total obligations of the Association for (1) the acquisition of the Condominium Property, (2) legal fees, surveying expenses and other costs associated with the creation of the Condominium, and (3) the initial renovation and improvement costs for the Common Elements to be operated by the Association for the Condominium. It is the intent of this provision that Parcel Owners will not be subject to a special assessment(s) or prorata share of Common Expenses for the repayment of principal or interest carry of any financing obtained by the Association in connection with the acquisition of the Condominium Property, initial renovation costs of the Common Elements or other expenses relating to the creation of the Condominium. Notwithstanding such intention, there is no assurance that the Association shall be able to sell the Parcels within any specified time period or for any specified sales price. In the event the Association is unable to sell Parcels to timely pay these obligations, the Association will be required to assess Parcel Owners in order to meet its obligations in a timely manner.

ARTICLE V Utilization; Restrictions

In order to provide for residential environment of the Condominium and for the protection of the values of the Parcels, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

A. Use and Occupancy. Each Parcel shall be used, operated and maintained in accordance with applicable zoning and other requirements, conditions and restrictions applicable to same. No more than two (2) persons per bedroom of an Approved-Dwelling shall be permitted to occupy any Parcel at any given time as overnight occupants of the Parcel. Units may be rented in any manner allowed by law.

B. Rules and Regulations. The Association has adopted the Rules and Regulations



of the Association to help facilitate the peaceful enjoyment in the Condominium by all residents, and the Directors may alter, amend or repeal such Rules and Regulations and adopt new Rules and Regulations as they deem appropriate; provided, however, no rule or regulation shall prohibit legal rentals, transient or otherwise, be promulgated to discriminate against or in favor of any Parcel or group of Parcels, i.e., there shall be no arbitrary or capricious rulemaking or enforcement of rules and regulations. All rules and regulations shall be uniformly and fairly enforced. This Declaration shall be in all respects subject to such Rules and Regulations which, when a copy thereof has been furnished to the Parcel Owner, shall be taken to be part hereof, and the Parcel Owner hereby covenants to comply with all Rules and Regulations and see that they are faithfully observed by family, approved occupants of the Parcel Owner, including guests. Breach of the Rules and Regulations shall be a default under this Declaration. The Association shall not be liable or responsible to the Parcel Owner for the non-observance or violation of Rules and Regulations by any other Parcel Owner or person.

C. General Obligations. Parcel Owners shall at all times:

1. Comply with all obligations imposed on the Parcel Owner by applicable provisions of building, housing and health codes.
2. Keep the Parcel clean and sanitary and in good repair.
3. Comply with the Rules and Regulations and require other persons on the Condominium Property with their consent to comply therewith and to conduct themselves in a manner that does not unreasonably disturb other residents of the Community or constitute a breach of the peace.
4. Maintain (a) all sewer connections from its Approved-Dwelling to the riser located on or about the Parcel; (b) maintain all water lines from the shut-off valve providing water to Parcel Owner's Parcel and Parcel Owner's Approved-Dwelling; and (c) maintain all electrical, telephone, gas and cable television transmission facilities, line, breakers, sockets, meters, and the like located on the Parcel and/or Parcel Owner's Approved-Dwelling, except to the extent agreed to be maintained by the Association or a particular utility provider.

D. Alterations. The Parcel Owner shall not, without first obtaining the written consent of the Association, alter the Parcel in any way or add to the Approved-Dwelling presently located upon the Parcel or any of its fixtures and appurtenances, including, but not limited to, installing any external electrical wiring, television antenna, machinery, or air-conditioning units, which in any manner change the appearance of any portion of an Approved-Dwelling or the exterior of said Parcel, without obtaining the prior written consent of the Association. No Parcel Owner shall cause or allow improvements or changes to any Limited Common Elements or Common Elements.

E. 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 transient rental use and occupancy of Parcels.



F. Nuisances. No nuisances (as defined by the Association) shall be allowed within the Community, nor shall any use or practice be allowed which is a source of annoyance to occupants of Parcels or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its occupants, including the Members.

G. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction there over, 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 Bylaws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this provision.

H. General Restrictions. The Parcels and the Common Elements (including Limited Common Elements) shall be subject to the restrictions, easements, conditions and covenants prescribed and established in this Declaration, the Bylaws and the Rules and Regulations, governing the use of the Parcels, Limited Common Elements and Common Elements and setting forth the obligations and responsibilities incident to ownership of each Parcel. The Parcels, Limited Common Elements and the Common Elements further shall be subject to all laws, zoning ordinances and regulations of governmental authorities having jurisdiction over the Condominium.

I. Signs, Banners, and Flags. Subject to any provision of this Declaration specifically permitting same, and except for the display of one portable, removable United States Flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veteran's 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, regardless of any declaration rules or requirements dealing with flags as permitted by Section 718.113(4), Florida Statutes, no Parcel Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of an Approved-Dwelling or any portion of a Parcel or other Buildings any signs, banners, flags or similar items without the prior written consent of the Association.

J. Association Access to Parcels. In order to facilitate access to Parcels by the Association for the purposes enumerated in this Article V and Article VII hereof, it shall be the responsibility of all Parcel Owners to deliver a set of keys for their respective Approved-Dwellings to the Association for use in the performance of its functions.

K. Antennas, Satellite Dishes. Except to the extent that an Owner is otherwise granted the right under any applicable law, no Owner may install any antenna, satellite dish or other transmitting or receiving apparatus in or upon his or her Parcel (and/or areas appurtenant thereto), without the prior written consent of the Association.



L. Boat Dock Spaces. There are 103 boat dock spaces ("Boat Dock Spaces") within of the Condominium Property, 98 of which are designated as Limited Common Elements and 5 of which are designated as Common Elements. Each Parcel located contiguous to the canal as shown in Exhibit B will have, as an appurtenance to the Parcel, one (1) Boat Dock Space as a Limited Common Element and the Association shall have the right to assign as a Limited Common Element a Boat Dock Space to some but not all "dry" Parcels. All Boat Dock Spaces designated as Common Elements may be rented to Parcel Owners on a month-to-month basis at rents established by the Board in its discretion. All Boat Dock Spaces shall be subject to the procedures, rules and regulations adopted from time to time by the Association.

M. Vehicular Parking. There is no guest parking for vehicles within the Condominium Property except: (1) seven (7) visitor parking spaces as shown in Exhibit B, and (2) the extent that a Parcel Owner permits a guest or invitee of such Parcel Owner to use such Parcel Owner's parking space within a Parcel. No parking shall be permitted on any roadway or other Common Elements. All vehicles must be registered with the Association. Parcel Owners, their respective employees, agents, visitors, and families shall obey the parking regulations posted within the parking areas, if any, and other regulations promulgated in the future for the safety, comfort, and convenience of the Parcel Owners. No motor vehicle that cannot operate on its own power shall remain upon the Condominium Property for more than twenty-four (24) hours, and no repair or vehicles, except for emergency repairs, shall be made. As a security measure, all automobiles doors should be locked. Vehicle alarm systems shall be in working order, or the Association shall have the right to disarm it and the right to remove or otherwise insist upon Owner clearing of unsightly vehicles, in the discretion of the Association.

N. Trucks, Commercial Vehicles, Buses, Recreational Vehicles, Mobile Homes, Boats, Campers and Trailers.

1. Subject to such rules and regulations as the Board may, from time to time, promulgate, and except for pickup trucks, sport utility vehicles or other trucks weighing one (1) ton or less, no truck, or commercial vehicle of any kind shall be permitted to be parked on the Condominium Property for a period of more than four (4) hours unless said vehicles are temporarily present and necessary in the actual construction or repair of Parcels or Approved-Dwellings, or are necessary and incident to the business on the Condominium Property. No truck or commercial vehicle incident to business shall be parked overnight unless approved by Association.

2. No buses may be parked on the Condominium Property.

3. Recreational vehicles, mobile homes, boats, campers and trailers shall be parked or stored within Parcels or Limited Common Elements in accordance with the Rules and Regulations adopted from time to time by the Association.

4. None of the vehicles named herein shall be used as a domicile or residence, either permanent or temporary unless designated as an Approved-Dwelling by the Association.



O. Prohibited Uses. No immoral, improper, offensive or unlawful use shall be made of any Parcel or of the Common Elements, or any part thereof. No Parcel Owner shall permit or suffer anything to be done or kept in his Parcel or the Common Elements which would: (1) increase the rate of insurance for the Condominium; (2) obstruct or interfere with the rights of other occupants of the Condominium; (3) annoy other occupants by unreasonable noises or otherwise create a nuisance; (4) interfere with the peaceful possession and proper use of any other Parcel or of the Common Elements; or (5) violate any governmental law, ordinance or regulation. No item of any kind shall be affixed or attached to or permanently placed on the Common Elements (including Limited Common Elements) without the prior written consent of the Association.

P. Leases. Leasing of Parcels, transient or otherwise, shall be permitted, subject to applicable state or local laws, ordinances and regulations from time to time.

Q. Prohibition of Subdivision of Parcels. No Parcels shall be subdivided or broken into smaller parts than as shown in Exhibit B, nor shall any Parcel or portion thereof be added to or incorporated into any other Parcel. No Parcel shall be subdivided by time through a timeshare Condominium or other timesharing subdivision.

R. Prohibition of Separation of Common Elements, Common Interests or Easements from Parcel. Any attempt to separate the fee title to a Parcel from the undivided interest in the Common Elements and/or in the Common Surplus appurtenant to such Parcel or from the easements appurtenant to such Parcel shall be null and void. No Parcel Owner may assign, hypothecate or transfer in any manner his or her share in the funds and assets of the Association as an appurtenance to his or her Parcel. The transfer of development rights from a parcel shall be permitted.

S. Discharge of Firearms and Weapons. No guns or other weapons shall be discharged on any portion of the Condominium Property including the Common Elements and Parcels. The terms "firearms and weapons" shall include all dangerous instruments including, but not limited to, rifles, shotguns, pistols, dart guns, BB guns, sling shots and spear guns.

T. 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 Article V for good cause shown.

U. Repairs and Improvements.

1. Time Limitation - Destruction. The Owner or Owners of any damaged structure within a Parcel, the Association shall be obligated to proceed with all due diligence hereunder, and the responsible party shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within six (6) months after damage occurs, unless prevented by causes beyond their reasonable control.

2. Improvements. All Improvements shall comply with all applicable minimum standards established by building and zoning laws.

V. Additional Restrictions. The following obligations shall apply to all Parcel Owners, their guests and invitees:

1. Parcel Owners shall be solely responsible for any loss or damage to their private property constructed, used or stored within Parcels.
2. Parcel Owners must comply with all governmental regulations.
3. No animals, livestock or poultry shall be raised, bred or kept on any Parcel except that dogs, cats or other household pets may be kept provided that the same are not kept, bred or maintained for commercial purposes.
4. All lawns and plants shall be maintained in a neat and well-trimmed manner so as not to permit the following:
 - (a) Grass to exceed four and one half inches (4 ½") in height for yards.
 - (b) Excessive growth of weeds.
 - (c) Large bare spots on the lawn.
 - (d) Dead branches on trees, bushes and hedges.
5. Each Parcel Owner is required to maintain in good working order any exterior lighting installed by Association.
6. No structure of a temporary character, trailer, basement, tent, shack, garage or other outbuilding shall be used on any Parcel as a residence.
7. No commercial trucks or commercial trailers are permitted to be stored apart or parked in open view upon any lands subject to this Declaration. All boats, recreational vehicles, and non-commercial trailers shall be parked in an area of each Parcel which is enclosed by a fence that obscures such items from plain view located behind the residence and which is approved by the Association as to materials, construction plans and design. All enclosed structures are required to have written approval from the Association prior to construction.
8. No debris, garbage or rubbish shall be permitted on any of the Parcels, except as may be stored in Association-approved containers. Lawns shall be mowed and trimmed regularly, so as to present a neat and well-kept appearance. The external appearance of all structures on any individual parcel shall be maintained in conformity with the general standards of other similar structure on Parcels subject to this Declaration.

ARTICLE VI
Easements



A. Easement in Common Elements. Except for those portions that are reserved for exclusive use as Limited Common Elements, the Common Elements shall be subject to a non-exclusive easement in favor of each Parcel Owner, its guests and invitees, for all proper and normal purposes. Such easement shall run with each Parcel. A non-exclusive easement shall exist for ingress and egress over, through and across roadways, walkways and other portions of the Common Elements for the purpose of going from one portion of the Condominium Property to another. Nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above. Under no circumstances shall such traffic be allowed through any Parcel.

B. Right of Access to Parcels; Utility Services; Drainage; Maintenance. The Association has the irrevocable right of access to each Parcel during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Parcel to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Parcel or Parcels. Easements are reserved under, through and over the Condominium Property as may be required for utility services and drainage serving the Condominium. The Association shall have the right of access to each Parcel and its Limited Common Elements to inspect, install, maintain, repair or replace all equipment pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Parcel or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing the utility service or easements herein reserved. Association shall have the following rights, provided that such rights do not prevent or unreasonably interfere with use of the Parcels for proper purposes: (1) to establish, grant or create additional electric, gas, water, sewer, telephone, burglar alarm, drainage, cable television, master antenna or other utility easements; (2) to relocate any access easements concerning such utility easements; (3) to install, maintain and inspect lines and appurtenances for public or private water, sewer, telephone, burglar alarm, drainage, cable television, master antenna and other utility services; (4) to tap into or connect with and make use of wires, pipes, conduits, flues, ducts, television cables, master antenna, sewers, burglar alarm lines, water lines, drainage lines or other utility lines located in the Condominium Property, and (5) to dedicate any or all of such utility easements to any governmental body, public benefit Association or utility company if Association shall deem it necessary or desirable for the proper operation and maintenance of the Condominium Property or any portion thereof, or in connection with the development of the Condominium Property, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the proper use of any Parcel. No Parcel Owner shall commit or allow to be committed any act within or without his Parcel which would interfere with or impair any of the utility using the easements granted herein.

C. Encroachment Easements. In the event that any Parcel shall encroach upon any portion of the Common Elements for any reason not caused by the purposeful or negligent act of the Parcel Owner(s) or agent(s) of such Owner(s), then an easement appurtenant to such Parcel shall exist for continuance of such encroachment for so long as such encroachment naturally shall exist. In the event that as of the filing of this Declaration any portion of an Approved-Dwelling (e.g., overhang, air conditioning unit) shall encroach upon any portion of the Common

Elements or an adjacent Parcel for any reason not caused by the purposeful or negligent act of the Parcel Owner(s) or agent(s) of such Parcel Owner(s), then an easement appurtenant to such Parcel shall exist for continuance of such encroachment for so long as such encroachment naturally shall exist. In the event that any portion of the Common Elements shall encroach upon any Parcel, then an easement appurtenant to the Common Elements shall exist for the continuance of such encroachment for so long as such encroachment naturally shall exist.

D. Association's Reservation. Association reserves easements, rights and licenses in, through, over, under and across the Common Elements for the following purposes: (1) to complete sale of Parcels; and (2) to erect, maintain, repair and replace, from time to time, signs on the Condominium Property advertising the sale, leasing and/ or renting of Parcels or Limited Common Elements in the Condominium.

E. Airspace Easement. Each Parcel Owner shall have an exclusive easement for the use of the airspace occupied by the Parcel as it exists at any particular time and as the Parcel may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any airspace which is vacated.

F. 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, cable television, communications security and monitoring systems, and other services and drainage in order to serve the Condominium and/or members of the Association. A Parcel Owner shall do nothing within or outside his Parcel that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association shall have a right of access to each Parcel to maintain, repair or replace any Common Element (wires, ducts, cables, conduits and other components of the telephone, cable television, communications, security and similar systems), service and drainage facilities, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Parcel Owner's permitted use of the Parcel, 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 Parcel Owner is absent when the giving of notice is attempted).

G. Common Element Encroachments. If (1) any portion of the Common Elements encroaches upon any Parcel; or (2) any encroachment shall hereafter occur as a result of (a) construction of the Improvements and/or any "improvements" of or upon the Land; (b) settling or shifting of the Improvements; (c) any alteration or repair to the Common Elements, made by or with the consent of the Association; or (d) any repair or restoration of the Improvements (or any portion thereof) or any Parcel after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Parcel or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements or the relevant "improvements upon the land, shall stand."

H. Construction; Maintenance. Association (including its designees, contractors,



successors and assigns) shall have the right, in its sole discretion from time to time to take all other action necessary or convenient for the purpose of completing the construction of any and all improvements upon any portion of the Condominium Property, or any part thereof, or any Improvements or Parcels located or to be located on the Condominium Property where exclusive possession has not been transferred to a Parcel Owner, and for repair, replacement and maintenance or warranty purposes or where the Association, in its sole discretion, determines that it is required or desires to do so.

I. Sales and Rental Activities. For as long as there are any Parcels owned by the Association, the Association, its designees, successors and assigns, shall have the right to use any such Parcels and parts of the Common Elements, Limited Common Elements or Association Property for sales, leasing, rental and offices relating to the Condominium, to show Parcels, Limited Common Elements and the Common Elements to prospective purchasers or renters of Parcels, and to erect on the Condominium Property promotional material to advertise or otherwise market the Parcels, and/or any facilities built or to be constructed upon any portion of the Condominium Property, for sale or lease.

J. Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Buildings and/or any improvements constructed upon the Land, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjoining structures which are necessarily or conveniently located within the Condominium Property, the Association Property and/or the Land.

K. Warranty. For as long as Association remains liable under any warranty, whether statutory, express or implied, for act or omission of Association in the development, construction, sale and marketing of the Condominium, then Association and its contractors, agents and designees shall have the right, in Association's sole discretion and from time to time, to enter Parcels for the purpose of making any necessary inspections, tests, repairs, improvements and/or replacements required for the Association to fulfill any of its warranty obligations. Failure of any Parcel Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect. Nothing herein shall be deemed or construed as the Association making or offering any warranty, all of which are disclaimed (except to the extent same may not be) as set forth in Article XVI.B below.

L. Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Parcel Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right 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, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, 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 Parcel 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 Parcels for residential purposes.

M. Cable Television. The Association reserves unto itself, its successors, assigns, contractors, designees and nominees, (1) control of any closed circuit, master antenna, community antenna or cable television system or the like (including cable or wireless internet access any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominees) installs in part or whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as the "CATV System"), (2) a perpetual easement over, through and across Parcels for the installation, servicing, maintenance, repair, replacement and removal of the CATV System or any part thereof, (3) the right to connect the CATV System to whatever receiving source the owner of the CATV System deems appropriate, (4) the right to enter the Parcels, upon reasonable notice to the Parcel Owner for the purpose of repairing or replacing any portion of any closed circuit, master antenna, community antenna, or cable television system of which it has retained ownership, and (5) the right to provide (or cause to be provided) mandatory or non-mandatory services to Parcels through the CATV System (and related, ancillary services to Parcels, including, but not limited to, security-related services) at charges not to exceed those normally paid for like services by residents of single-family homes or other residential developments within the general vicinity of the Condominium, and to collect all such charges as Common Receipts. The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a Common Expense. Any hearing-impaired or legally blind Parcel Owner who does not occupy the Parcel with a non-hearing-impaired or sighted person, or any Parcel Owner receiving supplemental security income under Title XVI of the Social Security Act or food stamps as administered by the Department of Children and Family Services pursuant to Section 414.31, may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and, as to such Parcels, the Parcel Owners shall not be required to pay any Common Expenses charge related to such service. If less than all Members of an Association share the expenses of cable television, the expense shall be shared equally by all participating Parcel Owners. The Association may enforce payment of the prorata share of such costs by each Parcel Owner receiving CATV System on the same terms and conditions as regular assessments.

N. Encroachments of Existing Structures. Existing recreational vehicles, structures or improvements within certain Parcels as identified in Exhibit E-2 may encroached upon an adjacent Parcel or the adjacent property (non-condominium property) owned by a third party. The Association disclaims any obligation in removing such encroachment, and any required correction or elimination of such encroachment shall be the exclusive obligation of the Parcel Owner for Parcel having the encroaching recreational vehicle or structure. Notwithstanding any such encroachment upon a Parcel, the Parcel Owner encroaching upon an adjacent Parcel shall have an easement for such encroachment until the encroachment no longer exists upon the adjacent Parcel, whether such encroachment has be removed voluntarily or involuntarily, e.g., destruction by windstorm or otherwise.



ARTICLE VII
Condominium Association

A. Incorporation; Operation; Board of Administrators. Association shall be a not-for-profit Florida corporation and which shall operate the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms of the Articles of Incorporation and Bylaws (copies of which are annexed hereto as Exhibits C and D, respectively), this Declaration and the Act. In the event of conflict concerning the powers and duties of the Association as set forth in the Act, the Declaration, Articles of Incorporation and Bylaws, the Act shall control the Condominium Documents, the Articles of Incorporation shall control the Declaration, and the Declaration shall control the Bylaws. The affairs of the Association shall be governed by the Board of Directors.

B. Membership and Voting Rights. Every Parcel Owner shall be a Member of the Association upon becoming the Owner of such Parcel and shall remain a Member until his or her ownership ceases for any reason, at which time his or her Membership shall cease automatically. Other than as an incident to a transfer of title to a Parcel, Membership in the Association shall not be transferable and any attempted transfer shall be null and void. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Parcel shall be entitled, by virtue of such lien, mortgage or other encumbrance to Membership in the Association, or to any of the rights or privileges of such Membership. Each Parcel Owner shall be entitled to one vote for each Parcel owned. When more than one person holds an interest or interests in any Parcel, the vote for such Parcel shall be limited to one vote as the Owner among themselves determine. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

C. Limitation Upon Liability of the Association. Notwithstanding its duty to maintain and repair the Condominium Property, the Association shall not be liable to Parcel Owners for injury or damage, other than the cost of maintenance and repair caused by latent conditions 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 made by or on behalf of any Parcel Owner(s).

D. Eligibility for Board Members; Association's Representation on the Board and Voting Rights. The affairs of the Association shall be managed by a Board of seven (7) Directors selected by the Members. In order to be eligible for Board membership, a person must meet the requirements set forth in the Condominium Documents. All Board members must be owners of a Parcel or an officer, director, partner or other designated person of a Parcel owned by an entity other than a natural person. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for board membership.

E. Assessments. The Board shall have the power to fix, determine and collect from



all Parcel Owners, as provided in the By-Laws, the sums necessary and adequate to provide for the Common Expenses of the Condominium and such other expenses as are provided for in this Declaration and the By-Laws. The Board shall furnish prompt notice to Parcel Owners of all assessments payable. A Parcel Owner may not be excused from payment of the Parcel Owner's share of Common Expenses unless all other Parcel Owners are likewise proportionately excluded from payment, except as provided in subparagraph E.6. below.

1. Allocation. All assessments shall be levied in proportion to each Parcel Owners Common Interest. Should the Association be the owner of any Parcel(s), the assessment which otherwise would be due and payable to the Association on such Parcel(s), shall be levied ratably among all of the Parcel Owners excluding the Association, based upon their Common Interests, reduced by any income derived from the leasing of such Parcel(s) by the Association. The Condominium is responsible for only the costs of maintenance and repairs to the seawalls and rip rap within the Condominium. All Boat Dock Spaces and any water and electric supply to same shall be the responsibility of Parcel Owners having Boat Dock Spaces as Limited Common Elements.

2. Special Assessments. Should the Assessments prove to be insufficient to pay the costs of operation of the Condominium, or should any emergency arise, the Board shall have the authority to levy such additional assessment(s) as it may deem necessary. The specific purpose(s) of any Special Assessment shall be set forth in a written notice of such assessment sent or delivered to each Parcel Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose(s) set forth in such notice or returned to the Parcel Owners; provided, however, that upon completion of such specific purpose(s), any excess funds shall be considered Common Surplus.

3. Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Parcel Owner or Parcel mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the Parcel Owner with respect to the Parcel. Any person other than the Parcel Owner who relies upon such certificate shall be protected thereby.

4. Payment; Default. The assessments levied against each Parcel Owner shall be payable at the main office of the Association or such other location as may be designated by the Board in such installments and at such time as may be determined by the Board of Directors as provided in the By-Laws. The payment of any such assessment shall be in default if it is not paid to the Association within ten (10) days of its due date. Assessments and installments thereof not paid within ten (10) days from its due date shall be subject to an administrative late fee equal to the greater of \$25.00 or five percent (5%) of each delinquent Assessment or installment.

5. Liability of Acquiring Parcel Owner for Delinquent Assessments and Contributions to Working Capital.

(a) In the event that a Parcel is to be acquired by a subsequent Parcel Owner at a time when payment of any assessment by the transferring Parcel Owner shall be in



default (whether or not a notice of lien has been recorded by the Association), then the subsequent Parcel Owner shall be jointly and severally liable with the previous Parcel Owner for all unpaid assessments that came due up to the time of the transfer of title to the subsequent Parcel Owner. Notwithstanding such joint and several liability, the subsequent Parcel Owner acquiring title to the Parcel shall pay the amount owed to the Association within thirty (30) days after transfer of the Parcel. This liability by the subsequent Parcel Owner is without prejudice to any right the subsequent Parcel Owner may have to recover from the previous Parcel Owner the amounts paid by the subsequent Parcel Owner. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Parcel and proceed in the same manner as provided in this Article for the collection of unpaid assessments.

(b) As a condition to approval of the transfer of any Parcel by Association, in addition to the payment of an application fee to be set by the Association in its By-Laws, the purchaser of the Parcel will also make a working capital contribution in an amount equal to twice the then monthly maintenance charge owed to the Association, which sum is payable directly to the Association to provide it with additional working capital and shall not be credited against regular assessments. This sum shall be deposited in the Association's accounts for the intended purpose of adding to working capital. Notwithstanding the foregoing intent, however, all contributions may be used for any purpose.

6. Liens; Enforcement.

(a) The assessments shall be levied against each Parcel Owner(s) who is bound to pay them. Common Expenses and Assessments shall constitute a lien against each Parcel and shall have the priority afforded by law. Actions to enforce such claims shall be in conformity with the law. Each Parcel Owner also shall be liable personally to the Association for the payment of all such assessments and for interest on any delinquent payment and for all costs of collecting such payment and interest thereon, including reasonable attorneys' fees. No Parcel Owner may exempt himself or herself from liability for any Assessment levied against him by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Parcel or in any other way. Assessments that are unpaid after the due date shall bear interest at the maximum rate of interest chargeable to an individual as permitted by the laws of the State of Florida. Once interest has accrued, any subsequent payment shall be applied first to payment of interest and collection costs and then to the payment of the assessment first due.

(b) Each such lien shall secure: (i) all Assessments, (ii) all advances for taxes, payments on account or superior mortgages, liens or encumbrances and any other payments which the Association may pay in order to preserve and protect its lien, and (iii) all costs and expenses, including reasonable attorneys' fees, which may be incurred by the Association in enforcing the lien upon the Parcel.

(c) Each lien herein granted to the Association shall be effective upon recording a notice of lien in the Public Records of Monroe County, Florida. A notice of lien shall state the name and address of the Association, the description of the Parcel encumbered thereby, the name of the record owner, the amount due and the date when due. No lien shall continue for a period longer than one (1) year after the claim of lien shall have been recorded,



unless within that time an action to enforce the lien shall be commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a certificate of title. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such lien, the same shall be satisfied of record.

(d) The Association, acting through the Board, shall have the right to assign to any Parcel Owner(s) or third party its rights for the recovery of any unpaid assessments.

(e) A lien granted to the Association may be foreclosed. No foreclosure action may be filed until at least thirty (30) days after the Condominium Association gives written notice to the Parcel 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 attorneys' fees or costs. The notice must be delivered personally to the Parcel Owner or made and delivered by registered or certified mail, return receipt requested. If, after diligent search and inquiry, the Association cannot find the Parcel Owner or a mailing address at which the Parcel Owner will receive the notice, the notice shall be given as required by law. The notice requirements of this subparagraph are satisfied if the Parcel records a notice of contest of lien as provided in the Act.

(f) If the Parcel Owner remains in possession of the Parcel after a foreclosure judgment has been entered, the court, in its discretion, may require the Parcel Owner to pay a reasonable rental for the Parcel and the Association is entitled to the appointment of a receiver to collect the rent. Furthermore, if the Parcel is rented or leased to anyone during the pending of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party that does not prevail in the foreclosure action.

(g) Institution of a suit at law to collect payment of any delinquent assessment shall not prevent the Association from thereafter seeking enforcement of the collection by foreclosure of any sums then owing to it. Proceeding by foreclosure to effect such collection shall not preclude the institution of a suit at law to collect any sum then owing to it.

(h) A Parcel Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he or she is the Parcel Owner and shall be subject to all of the provisions of this Declaration, the By-Laws, the Rules and Regulations and applicable law. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by grantee.

(i) The liability of a Institutional First Mortgagee or its successor or assignees who acquire title to a Parcel by foreclosure or by deed in lieu of foreclosure for the

unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of (a) the Parcel's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) 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. The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association 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. For the purposes of this subparagraph, the term "successor or assignee" as used with respect to a first mortgagee includes only a subsequent holder of the mortgage.

7. Application of Payments. Any payments received by the Association from a delinquent Parcel Owner shall 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 shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

F. Budget and Accounting. The Board shall adopt a budget for each fiscal year. Such budget shall contain estimates of all costs and expenses for the proper operation, management, and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, and shall take into account the projected income that is to be applied in reduction of the amounts required to be collected as an assessment each year. Common Expenses also shall include the cost of maintaining Common Elements and Limited Common Elements, if any. Assessments shall be established based upon such budget. Upon adoption of the budget, a copy of same shall be delivered to each Parcel Owner, although failure to deliver a copy of the budget to each Parcel Owner shall not affect the liability of any Parcel for such assessment. The Association shall maintain accounting records that shall be open to inspection by Parcel Owners or their authorized representatives at reasonable times.

G. Reserves.

1. Reserves for Capital Expenditures and Deferred Maintenance. Each annual budget shall include sums to be collected and maintained as reserves to be used for capital expenditures and deferred maintenance. The amount to be reserved shall be computed by the Board by means of a formula based upon estimated remaining useful life and estimated replacement cost of each reserve item. Such reserves may be waived or reduced for a fiscal year by the affirmative vote of a majority of the Voting Interest of the Association at a duly called meeting of the Association. If such a meeting shall have been called and the necessary vote for waiver or reduction shall not have been attained or a quorum shall not have been attained, the reserves as set forth in the budget shall go into effect.

2. General Operating Reserve. Each annual budget may include a sum to be collected and maintained as a general operating reserve, which sum may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessment by Parcel

Owners or as a result of emergencies or to pay other costs or expenses placing financial stress upon the Association. The amount to be allocated to such operating reserve and collected therefore shall not exceed ten percent (10%) of the current annual assessment levied against all of the Parcel Owners. Upon accrual in the operating reserve of a sum equal to thirty percent (30%) of the current annual assessment, no further payments shall be collected, unless such operating reserve shall be reduced below the thirty percent (30%) level, in which event, contributions to such operating reserve shall be included in the annual assessment so as to restore the operating reserve to thirty percent (30%) of the current annual assessment.

H. Collections. All monies collected by the Association shall be treated as the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws. All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled unless combined for investment purposes. Although all funds and the Common Surplus shall be held for the benefit of the members of the Association, no member shall have the right to assign, hypothecate, pledge or in any manner transfer his or her interest therein, except as an appurtenance to his or her Parcel. When a Parcel Owner shall cease to be a member of the Association, the Association shall not be required to account to him for any share of the funds or assets of the Association, or for any sums that he may have paid to the Association.

I. Alterations.

1. By Parcel Owners. All alterations by the Parcel Owners shall be made in compliance with all applicable law, rules and ordinances and regulations and this Declaration. A Parcel Owner making or causing to be made any alterations agrees, and shall be deemed to have agreed, to hold the Association and all other Parcel Owners harmless from any liability arising therefrom.

2. By the Association. Anything to the contrary notwithstanding, the Association shall have the additional right, without the consent or approval of Parcel Owners, to make alterations, improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, to and upon any Parcel not transferred to a Parcel Owner by the Association; provided, however, Association shall not materially alter or modify the appurtenances to a Parcel change the configuration and/or size of the Parcel in any material fashion, or change the proportion or percentage of which the owner of the Parcel shares the Common Expenses and owns the Common Surplus unless all the record owners of all other Parcels and all record owners of liens on it join in the execution of an amendment for same and unless all the record owners of all other Parcels approve such amendment. Any amendment to this Declaration required by a change made by the Association pursuant to this subparagraph shall be adopted by Association without the consent or joinder of any Parcel Owner or mortgagee and shall be deemed a non-material amendment.

J. Maintenance and Repair.

1. By Parcel Owners. All maintenance, repairs and replacements of, in or to any Parcel, Approved-Dwelling and Limited Common Elements, whether structural or non-structural, ordinary or extraordinary, shall be performed by the Owner of such Parcel at the Parcel Owner's sole cost and expense.

2. By the Association. Except to the extent: (a) expressly provided to the contrary herein; or (b) proceeds of insurance are made available therefore, all maintenance, repairs and replacements in or to the Common Elements and seawalls or rip rap within Limited Common Elements shall be performed by the Association and the cost and expense thereof shall be charged to all Parcel Owners as a Common Expense. The Association shall keep, maintain and manage the common facilities of the Property (excluding the Parcels and Approved-Dwellings within Parcels) in a neat and attractive manner and shall keep the improvements thereon in good working condition, and shall provide the number of attendants requisite, in the judgment of the Association, for the proper care and service of the Condominium Property. The covenants by the Association herein contained are subject, however, to the discretionary power of the Association to determine from time to time what services and what attendants shall be proper and the manner of maintaining and operating the Condominium Property, and also what existing services shall be increased, reduced, changed, modified or terminated. The Association shall be responsible for the maintenance, repair and replacement of all of the Common Elements including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to more than one (1) Parcel. Should any incidental damage be caused to any Parcel by virtue of any work that may be done or caused to be done by the Association in the maintenance, repair or replacement of any Common Elements, the Association, shall, at its expense, repair such incidental damage. The costs of such maintenance on the Common Elements shall be a Common Expense for Parcel Owners. The costs of maintenance of Limited Common Elements shall be a Common Expense for the Parcel Owners. The Association has the irrevocable right of access to each Parcel during reasonable hours, when necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Parcel, 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 Parcel or Parcels.

ARTICLE VIII

Rights to Sell, Lease and Encumber

No Parcel Owner may sell or lease the Parcel Owner's interest in the Parcel or any interest therein, except by complying with the following provisions:

A. Payment of Outstanding Assessments. All outstanding assessments payable to the Association shall be paid prior to any conveyance of a Parcel.

B. Mortgage. Any Parcel Owner shall have the unrestricted right to mortgage or otherwise encumber his or her Parcel without the consent of the Association.

C. Mechanic's Lien. No Parcel Owner shall have the right to cause the Association's interest in the land to become subject to a mechanic's lien under the laws of Florida and, should a



mechanic's lien be filed against the Parcel, then the Parcel Owner shall forthwith cause the lien to be discharged by payment, removal to security, or otherwise; and, if the Parcel Owner shall fail to do so within ten (10) days after notice from the Association, then the Association may cause the lien to be discharged by payment, without investigation as to the validity thereof or to any offsets of defenses thereto, and shall have the right to collect as additional assessments hereunder, all amounts paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorney's fees, if any, together with interest thereon from the time or times of payment at the maximum rate allowed by law, which shall until paid in full, be a non-statutory common law lien against Member's Parcel. Said lien may be foreclosed in the same manner as a mortgage on real property, shall bear interest at the highest lawful rate, and shall carry with it costs and attorney's fees, including appeals, incurred by collection.

D. Leasing of Parcels. Parcel Owners shall be permitted to lease their Parcels, transient or otherwise, as allowed by law. Regardless of whether or not expressed in the applicable lease, all Parcel Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of his tenant(s) which constitute a violation of, or noncompliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. This subparagraph shall also apply to subleases and assignments and renewals of leases.

ARTICLE IX Insurance and Reconstruction

Insurance covering the Condominium Property and other property owned by the Association ("Association Property") and reconstruction of the Condominium shall be governed by the following provisions:

A. Purchase, Custody and Payment.

1. Purchase. All insurance policies described herein covering portions of the Condominium 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 a reputable surplus lines carrier.

2. Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Institutional Lender which owns Parcel mortgages securing a greater aggregate indebtedness than is owned to any other Institutional Lender (the "Primary Institutional Lender") in the first instance, if requested thereby.

3. Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Parcels covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Parcel Owners and their mortgagees shall be deemed additional insureds.

4. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

5. 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 Institutional Lender who holds a mortgage upon a Parcel 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.

6. Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Parcel Owners to obtain insurance coverage upon the property lying within the boundaries of their Parcel, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

B. Coverage. The Association shall maintain insurance covering the following:

1. Casualty and Windstorm. Any Common Elements (including Buildings, all fixtures, installations or additions comprising that part of the Building within the boundaries of the Common Elements and required by the Act to be insured under the Association's policies) and all Improvements located on the Common Elements and the Association Property from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or Association Property (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by windstorm and fire and other hazards covered by a standard extended coverage endorsement, 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.

2. 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, 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 combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover liabilities of the Parcel Owners as a group to any Parcel Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees.



3. Workmen's Compensation and other mandatory insurance, when applicable.

4. Flood Insurance covering the Common Elements, Association Property and Parcels if required by the Primary Lender or FNMA/FHLMC, or if the Association so elects.

5. 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.

6. 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.

7. Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Parcel Owners individually and as a group, (ii) to 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 Parcel 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 Parcel Owners that are not under the control of the Association, and that the policy shall be primary, even if a Parcel Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association, if required by FNMA/FHLMC, shall have the following endorsements: (i) agreed amount and inflation guard and (ii) steam boiler coverage (providing at least \$ 50,000 coverage for each accident at each location), if applicable.

C. 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 Parcels. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may (or if required by FNMA/FHLMC, shall) obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value 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 Paragraph.



D. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

E. Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Parcel Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors as provided below, and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee 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 Parcel Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

1. Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Parcel Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Parcel, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Parcels, 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 paragraph (1) below.

2. Optional Property. Proceeds on account of damage solely to Parcels 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 Parcels 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.

3. 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 Parcel Owner and mortgagee pursuant to the provisions of this Declaration.

F. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

1. Expenses of the Trust. All expenses of the Insurance Trustee shall be



first paid or provision shall be made therefore.

2. 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 Parcel Owners and their mortgagees being payable jointly to them.

3. 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 E above, and distributed first to all Institutional Lenders in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

4. Certificate. In making distributions to Parcel Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Parcel Owners and their mortgagees and their respective shares of the distribution.

G. Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Parcel Owner and for each owner of a mortgage or other lien upon a Parcel 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.

H. Parcel 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 his or her Parcel, nor casualty or theft loss to the contents of an Owner's Parcel. It shall be the obligation of the individual Parcel Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

I. Benefit of Mortgagees. Certain provisions in this Article IX entitled "Insurance" are for the benefit of mortgagees of Parcels and may be enforced by such mortgagees.

J. 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 Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

K. Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Parcel(s) or Common Elements, such property shall be presumed to be Common Elements.



L. Reconstruction or Repair After Fire or Other Casualty; Determination to Reconstruct or Repair. Subject to the immediately following paragraph, 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 Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If seventy-five percent (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 Parcel Owners owning eighty percent (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 Lenders approve such resolution, the Condominium Property will not be repaired, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Parcel 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 Parcel), and among affected Parcel Owners in proportion to the damage suffered by each such affected Parcel 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 Parcel); provided, however, that no payment shall be made to a Parcel Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Parcel in the order of priority of such mortgages and liens.

Whenever in this Paragraph the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Parcel 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 Insurance Trustee (if appointed) notifies the Board of Directors and the Parcel 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.

M. Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and, if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than eighty percent (80%) of the applicable interests in the Common Elements, as well as the Owners of all Parcels and other portions of the Optional Property (and their respective mortgages) the plans for which are to be altered.

N. 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 Parcel



Owners, then the Parcel 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 Parcel 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 Parcel by Parcel 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.

1. Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Parcel 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:

a. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, 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 to the Insurance Trustee (if appointed) by an Institutional Lender 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.

b. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (a) 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.

c. Parcel 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 Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Parcel Owner bears to the total of such estimated costs to all affected Parcel Owners, as determined by the Board; provided, however, that no Parcel Owner shall be paid an amount in excess of the estimated costs of repair for his 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 Parcel Owners and their mortgagees jointly as elsewhere herein contemplated.

d. 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.

e. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Parcel Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

O. 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 Parcel 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.

P. Benefit of Mortgagees. Certain provisions in this Article IX are for the benefit of mortgagees of Parcels and may be enforced by any of them.

ARTICLE X Condemnation: Eminent Domain

A. Taking of Common Elements; Deposit of Awards with Association. The taking of Common Elements by condemnation or eminent domain ("the taking") shall be deemed to be a casualty, and the awards for that taking shall be treated as insurance proceeds and shall be with the Association. Even though the awards may be payable to Parcel Owners, the Parcel Owners shall deposit the awards with the Association.

B. Taking of Limited Common Elements; Deposit of Awards with Association. The taking of Limited Common Elements by condemnation or eminent domain ("the taking") shall be deemed to be a casualty, and the awards for that taking shall be treated as insurance proceeds



and shall be deposited with the Association. Even though the awards may be payable to the Association or Parcel Owners, the Parcel Owners shall deposit the awards with the Association.

C. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board.

D. Amendment. Changes in the Condominium caused by the taking shall be evidenced in an amendment to the Declaration, which amendment shall require the approval only of a majority of the Board.

ARTICLE XI
Institutional Lenders

A. Rights. So long as any Institutional Lender(s) shall hold any mortgage(s) upon any Parcel(s) or shall be the owner(s) of any Parcel(s), such Institutional Lender(s) shall have the following rights that may be exercised by written notice to the Association:

1. To be furnished, within ninety (90) days following the end of each fiscal year, with a copy of the Association's annual financial statement and report prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses,
2. To be given notice by the Association of any membership meeting;
3. To inspect the books and records maintained by the Association upon not less than five (5) days' advance, written notice to the Association, which inspection shall take place at the office of the Association during the Association's normal business hours;
4. To receive written notice of default concerning any Parcel encumbered by a mortgage held by such lender; and
5. To receive prompt notice of any substantial damage to the Common Elements or any Parcel on which it holds a mortgage without being required to provide the Association with a written request for this information.

B. Notice. Any Institutional Lender seeking to come within the provisions of this Article shall serve written notice of its intention upon the Association, by registered or certified mail, return receipt requested, which notice shall: (1) identify the Parcel(s) upon which each such Institutional Lender holds any mortgage(s), (2) identify any Parcel(s) owned by such lender together with sufficient pertinent facts to identify the mortgage(s) on such Parcel(s); and (3) designate the place to which notices are to be given by the Association to such Institutional Lender.

ARTICLE XII



Compliance; Default

A. Compliance, Generally. Each owner, tenant and occupant of a Parcel shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association. Failure to comply therewith shall be grounds for relief sought by the Association that may include an action for damages, injunctive relief, foreclosure of lien or any combination of the foregoing.

B. Parcel Owner's Liability. Each Parcel Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, or by the act of any member of his or her family, any guest, employee, agent or tenant, but only to the extent that such expense is not met by the insurance proceeds paid to the Association. Nothing herein, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The prevailing party in any action shall be entitled to recover reasonable attorneys' fees and costs pursuant to F.S. 718.303(1).

C. No Waiver. The failure of the Association or of a Parcel Owner to enforce any rights, provisions, covenants or conditions which may be granted by this Declaration or other Condominium documents shall not constitute a waiver to enforce such rights, provisions, covenants or conditions in the future.

D. Mandatory Non-Binding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall participate in good faith in non-binding arbitration. The arbitration shall be conducted according to rules promulgated by the Division of Condominiums for the State of Florida and before arbitrators selected by the Association. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration and attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal, by the filing of a complaint for a trial de novo, has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

E. Negligence and Compliance. A Parcel Owner and/or tenant of a Parcel shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her



negligence or by that of any member of his or her family or his or her or their guests, employees, agents 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 Parcel Owner, tenant or occupant fails to maintain a Parcel or fails to cause such Parcel 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, to sue at law for damages, and to charge the Parcel Owner for the sums necessary to do whatever work is required to put the Parcel Owner or Parcel in compliance, provided, however, that nothing contained in this Paragraph E shall authorize the Association to enter a Parcel to enforce compliance. In any proceeding arising because of an alleged failure of a Parcel 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 appellate attorneys' fees). A Parcel 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 Parcel Owner for his or her share of Assessments levied by the Association to fund its expenses of the litigation.

F. Fines.

1. In the event a Parcel Owner or occupant fails to observe and perform all of the provisions of the Declaration, the By-Laws, of the Association, or reasonable rules and regulations of the Association, the Association shall have the right to impose a fine against the Parcel Owner and the Parcel. The amount of any fine shall be determined by the Board of Directors of the Association, but in any event shall not exceed any maximum amount permitted by the Condominium Act, as such Act may be amended from time to time. Any fine shall be imposed by written notice to the Parcel Owner or tenant, signed by an officer of the Association. The Parcel Owner, tenant, or other 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. Said notice shall specifically state the amount of the fine, the date, time and place of the hearing; the provisions of the Declaration, By-Laws, or rules which have allegedly been violated; and a short and plain statement of the matter asserted by the Association.

2. 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 Association.

3. Hearing shall be held before a committee of other Parcel Owners appointed by the Board (the "Fines Committee"). At the hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Parcel Owner, tenant or other party against whom the fine is sought



to be levied shall have the right to attend the hearing and to produce evidence on his or her behalf, and if the Parcel Owner or tenant fails to attend then the hearing will be deemed waived and the Fines Committee may ratify the fine without further proceedings. At the hearing the Fines Committee shall ratify, or disagree with, the fine. If the Fines Committee does not agree with the fine, the fine may not be levied. If a majority of the Fines Committee members agrees with the fine, the fine shall be levied by the Association by giving the Parcel Owner, tenant or other party against whom the fine is sought, written notice of the Fines Committee's decision. Any fine shall be due and payable within ten (10) days after written notice of the Committee's imposition of the fine. If any fine is levied against a tenant or Parcel Owner and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant and bring an action against the Parcel Owner.

G. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Parcel Owner 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 appellate attorneys' fees).

H. Cumulative Remedies. All rights, remedies and privileges granted to the Association or the Parcel Owners pursuant to any terms, provisions, covenants or conditions of this Declaration or other Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available at law or in equity.

ARTICLE XIII
Official Records

A. Itemization. From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:

1. The plans, permits and other items provided by Association pursuant to the Act.
2. A photocopy of the recorded Declaration and all amendments thereto.
3. A photocopy of the recorded By-Laws and all amendments thereto.
4. A certified copy of the Articles of Incorporation and all amendments thereto.
5. A copy of the current Rules and Regulations, if any, of the Association.
6. A book or books containing the minutes of all meetings of the Association

and the Board, which minutes shall be retained for a period of not less than seven (7) years.

7. A current roster of all Parcel Owners, their mailing addresses, Parcel identifications, voting certifications, and if known, telephone numbers. In the event of the sale or other transfer of any Parcel to a third party, the purchaser or transferee shall notify the Association in writing of his or her interest in such Parcel, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his or her interest in any Parcel. Further, each Parcel Owner shall immediately notify the Association of each and every mortgage on the Parcel, the mortgagee(s), the amount of each mortgage and all pertinent recording information. The mortgagee(s) for any Parcel may notify the Association of the existence of any such mortgage(s). Upon receipt of such notice, the Association shall register in its records all pertinent information.

8. All current insurance policies of the Association.

9. 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 Parcel Owners have an obligation or responsibility.

10. Bills of sale or transfer for all property owned by the Association.

11. Accounting of the Association prepared according to good accounting practices, which accounting records shall be maintained for a period of not less seven (7) years. *The accounting records shall include, but not be limited to:*

a. Accurate, itemized and detailed records of all receipts and expenditures;

b. A current account and a quarterly or annual statement of the account for each Parcel designating the name of the Parcel Owner, the due date and amount of each assessment, the amount paid upon the account and the balance due;

c. All audits, reviews, accounting statements and financial reports of the Association; and

d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

12. Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by Parcel Owners, which shall be maintained for a period of one (1) year from the date of the election, vote, or meeting to which the document relates.

13. All other records of the Association not specifically included in the foregoing, which are related to the operation of the Association.

14. Notwithstanding any provision in this Declaration to the contrary, the following records shall not be accessible to Parcel Owners:

(a) Any record protected by the lawyer-client privilege as described in Florida Statutes, Section 90.502; 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 of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings; and

(b) Information obtained by the Association in connection with the approval of any lease, sale or other transfer of a Parcel.

B. Inspection. The official records of the Association shall be maintained in Monroe County and shall be open to inspection by any member of the Association or the authorized representative of such member at all reasonable times.

C. Financial Reporting. Within ninety (90) days after the end of the fiscal year, or annually on a date provided in the Bylaws, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Parcel Owner at the address last furnished to the Association by the Parcel Owner, or hand deliver to each Parcel Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Parcel Owner, without charge, upon receipt of a written request from the Parcel Owner.

ARTICLE XIV Termination of Condominium

A. Termination, Generally. This Condominium may be terminated only by the unanimous consent of the Parcel Owners and the holders of mortgages, liens or other encumbrances against such Parcels. Such election to terminate shall be executed in writing by all of the aforesaid parties, and such instrument(s) shall be recorded in the Public Records of Monroe County, Florida. When the Board of Directors of the Association intends to terminate the Condominium, or dissolve the Association, the Board of Directors shall, pursuant to Section 718.117(1), Florida Statutes, so notify the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation (the "Division") before taking any action to terminate the Condominium or the Association.

B. Effect. In the event such termination is authorized as aforesaid, the Condominium Property shall be owned in common by the Parcel Owners in the same individual shares as each Parcel Owner previously owned in the Common Elements, in which event the net proceeds of sale shall be divided among all Parcel Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Parcel Owner until there has first



been paid off out of his share of such net proceeds all mortgages and liens on his Parcel 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 Monroe County. Upon recordation of the termination certificate, the Association within thirty (30) business days shall notify the Division of the termination and the date the certificate was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded, and shall provide the Division a copy of the recorded termination certificate notice certified by the clerk.

C. Creation of New Condominium. The termination of this Condominium shall not bar the creation of another condominium affecting all or any portion of the same property.

ARTICLE XV Amendments

A. Proposal. Amendment(s) to this Declaration may be proposed by: (1) the Board acting upon a majority vote; or (2) members owning at least one-third (1/3) of the Voting Interests in the Condominium. Such proposals shall contain the full text of the provision(s) to be amended; new words shall be inserted in the text underlined, and words deleted shall be lined through with hyphens, provided, however, that if the proposed change shall be so extensive that this procedure would hinder, rather than assist the proposed amendment, it shall not be necessary to use underlinings and hyphens as indicators of words added and deleted, but instead, a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ___ for present text." Such proposed amendment(s) shall be transmitted to the President of the Association (or other officer in the President's absence) who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment(s).

B. Notice. The Secretary shall give each member written notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment(s) in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. Any member may waive such notice in writing and such waiver, when filed in the records of the Association, whether before or after the meeting, shall be deemed equivalent to the giving of such notice to such member.

C. Adoption by Members. At such meeting, an affirmative vote of not less than seventy-five percent (75%) of the Voting Interest present in person or by proxy, at a meeting at which a quorum was established, shall be required for the adoption of any proposed amendment(s). Thereupon, such amendment(s) shall be transcribed and certified by the President and Secretary as having been duly adopted. The original or an executed copy thereof, certified and executed with the same formalities as a deed, shall be recorded in the Public Records of Monroe County, Florida, within ten (10) days from the effective date of such amendment(s). No provision of this Declaration shall be amended by reference only to its title or number. The certificate of amendment(s) shall set forth the change in the manner provided in



Article XV, Paragraph A and shall refer specifically to the record data identifying this Declaration. Thereafter, a copy of such amendment(s) in recorded form shall be delivered to all of the Parcel Owners, but such delivery shall not be a condition precedent to the effectiveness of such amendment(s). A member may submit his or her written vote in lieu of either attending such meeting or being represented by proxy, provided that such written vote is delivered to the Secretary of the Association prior to such meeting or at such meeting. Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

D. Adoption by Association. Without prior approval or participation of any Parcel Owners or the Association, Association may amend the Declaration: (1) to correct omissions or errors; and (2) to make such other changes as provided for in the Act. Amendments by Association shall require execution only by Association and shall be recorded in the Public Records of Monroe County, Florida. The Association's foregoing rights shall terminate when the Association no longer holds Parcels for sale in the ordinary course of business.

E. Prohibition of Certain Amendments. Except as provided in Article XV, Paragraph D, anything herein to the contrary notwithstanding, the following matters shall not be amended without the prior written consent of all Parcel Owners and their respective mortgagees, which shall not be unreasonably withheld: (1) the change of configuration or size of any Parcel in any material fashion; (2) the material alteration or modification of the appurtenances to any Parcel; (3) the change of the proportion or percentage by which the owner of a Parcel shares the Common Expenses and owns the Common Surplus. No amendment creating time-share estates shall be permitted without the prior written consent of all Parcel Owners and their respective mortgagees.

Notwithstanding anything herein to the contrary, the approval of a majority of Institutional First Mortgagees shall be required to effect an amendment to the Declaration which materially affects, the rights or interests of the Institutional First Mortgagees, including but not limited to those matters set forth in Section 718.110(4) and 718.110(8), Florida Statutes, as amended from time to time, which approvals shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, Association's rights and privileges granted and reserved hereunder in favor of Association shall not be amended without Association's prior written approval. The provisions of this Article XV, Paragraph E shall not be amended. The Association's foregoing rights shall terminate when the Association no longer holds Parcels for sale in the ordinary course of business.

F. Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Parcel in any material fashion, materially alter or modify the appurtenances to any Parcel, permit timeshare estates, or change the percentage by which the Owner of a Parcel shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless all the record Parcel Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement and maintenance of



approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Parcels, and accordingly, shall not constitute a Material Amendment.

ARTICLE XVI
Miscellaneous Provisions

A. Covenants Running with the Land. The restrictions and burdens imposed by this Declaration shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Parcel. This Declaration shall be binding upon Association and all parties who become Parcel Owners in the Condominium, and their respective heirs, legal representatives, successors and assigns.

B. Limitation on Warranties and Representations. Association hereby disclaims any and all express or implied warranties as to continuance of any particular view, design, construction, sound transmission, furnishing and equipping of the Condominium Property. The buildings, property or other components for which the Association has warranty obligations under Section 718.203 of the Act are not disclaimed by Association. All warranties not required under the Act are disclaimed by Association. If, and to the extent applicable or to the extent that same have not expired by their terms, each Parcel Owner, by acceptance of a deed or other conveyance of a Parcel shall be deemed to waive and release the Association from any and all express or implied warranties of every kind or nature. As to such warranties that cannot be disclaimed, and to other claims, if any, which can be made as to the aforesaid matters, all incidental and consequential damages arising there from are hereby disclaimed. All Parcel Owners, by virtue of acceptance of title to their respective Parcels (whether from the Association or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. Association specifically disclaims any intent to have made any warranty or representation in connection with the Condominium Property or the Condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of Common Expenses, taxes or other charges are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied on.

C. Governing Law; Attorneys' Fees. 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 the Rules and Regulations, such dispute or litigation shall be governed by the laws of the State of Florida and all litigation shall originate in the appropriate court in Monroe County, Florida. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants of this Declaration. The prevailing party to any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both, including the Condominium Act as amended from time to time.

D. No Waiver. No provisions contained in this Declaration shall be deemed to have

been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches that may occur.

E. Ratification. Each Parcel Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) shall be deemed to have agreed that all the provisions of this Declaration, and the exhibits attached hereto, as they may be amended, are fair and reasonable in all material respects.

F. Severability. In the event that any of the terms, provisions or covenants of this Declaration are held to be invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants.

G. Interpretation of Content. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

H. Captions. The captions in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be used in construing the effect of meaning of any of the text of this Declaration or exhibits.

I. Notices. Unless otherwise provided, whenever notices are required to be sent hereunder, the same may be delivered to Parcel Owners, either personally or by mail, addressed to such Parcel Owners at their places of residence in the Condominium Property. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or delivering said notices. Notices to the Association shall be sent by certified mail, return receipt requested, to the office of the Association at: 6099 Overseas Highway, Marathon, Florida 33050. All notices shall be deemed given when mailed. Any party may change his mailing address by written notice duly receipted for. Notices required to be given to the personal representative of a deceased owner, or devisee when there is not a personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

J. Schedule of Exhibits. Exhibits attached hereto and made a part hereof are the following:

- Exhibit A - Legal Description;
- Exhibit B - Survey, Graphic Description and Plot Plans;
- Exhibit C - Articles of Incorporation of Keys RV/Mobile Home Condominium Association, Inc.;
- Exhibit D - Bylaws of Keys RV/Mobile Home Condominium Association, Inc.; and
- Exhibit E-1 - Designation of Parcels as Mobile Home Lots and RV Lots.
- Exhibit E-2 - Schedule of Parcel Encroachments.



IN WITNESS WHEREOF, Association has caused this Declaration to be duly executed
this 1st day of September, 2004.

John R. Allison, III
Notary Public
STATE OF FLORIDA)
COUNTY OF MONROE)

KEYS RV/MOBILE HOME
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: Zane Nevins
Zane Nevins, President

BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared Zane Nevins, as president of Keys RV/Mobile Home Condominium Association, Inc., a Florida not-for-profit corporation () to me known to be the individual described in, or () who ~~produced Florida driver's licenses for identification~~, and () did () did not take an oath.

SWORN and subscribed to before me this 1st day of September, 2004.

My Commission Expires:

John R. Allison, III
Notary Public,
State of Florida at Large



John R. Allison, III
Commission # DD129824
Expires: JULY 19, 2008
AARONNOTARY.COM



Doc# 1656824
Bk# 2313 Pg# 916

Doc# 1466237
Bk# 2039 Pg# 50

EXHIBIT A - LEGAL DESCRIPTION

LEGAL DESCRIPTION:

PARCEL A:

Tract 11, EDMONDS ACERAGE TRACTS, according to the Plat thereof, as recorded in Plat Book 2, Page 100 of the Public Records of Monroe County, Florida,

A n d

PARCEL B:

A parcel of submerged land Southerly of and contiguous with Tract 11 of EDMONDS ACERAGE TRACTS in Government Lot 1, Section 11, Township 66 South, Range 32 East, Key Vaca, Monroe County, Florida, more particularly described as follows: Commencing at the intersection of the West line of Government Lot 1, Section 11, Township 66 South, Range 32 East, Key Vaca, Monroe County, Florida and the Southerly Right-of-Way line of U.S. Highway No. 1 as existing September 17, 1956; thence South along said West line of Government Lot 1, 1940 feet, more or less, to the Mean High Water Line of the Straits of Florida, the Point of Beginning; thence continue along the extension of said West line of Government Lot 1, 350 feet, more or less, into the waters of the Straits of Florida; thence East 240.70 feet; thence North 500 feet, more or less, to the Mean High Water Line of said Straits of Florida; thence meander said Mean High Water Line in a Southerly and Southwesterly direction to the Point of Beginning.



Doc# 1656824
Bk# 2313 Pg# 917

Doc# 1468237
Bk# 2039 Pg# 51

EXHIBIT B - SURVEY, GRAPHIC DESCRIPTION AND PLOT PLANS;

KEYS RV /MOBILE HOME CONDOMINIUM

Doc# 1466237
BKN 2839 Pgn 52

Doc# 1656824
BKN 2313 Pgn 918

EXHIBIT TO THE DECLARATION OF CONDOMINIUM OF "Keys R.V. /MOBILE HOME"

PLOT PLAN, UNIT LOCATION & LEGAL DESCRIPTIONS

Sheet 1 of 10

Keys R.V. / Mobile Home 6099 Overseas Highway, Marathon, Fl.33050			
Condominium Survey		Dwn No.: 04-349	
Scale: 1"=40'	Ref. 177-67	Flood panel No. 1579H	Dwn. By: F.H.H.
Date: 6/10/04		Flood Zone: AE-VE	Flood Elev. 7-13'
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
c/dwg/marathon/keysrv			

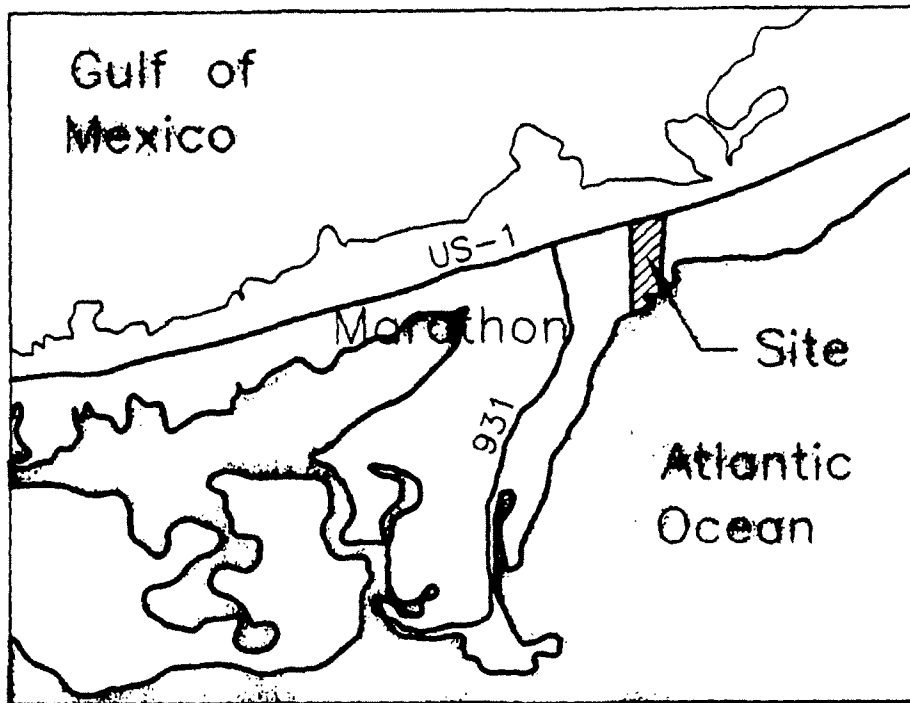
FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3152 Northside Drive
Suite 201
Key West, Fl. 33040
(305) 293-0466
Fax: (305) 293-0237



Doc# 1656824
Bkn 2313 Pgn 919

Doc# 1466237
Bkn 2039 Pgn 53



LOCATION MAP



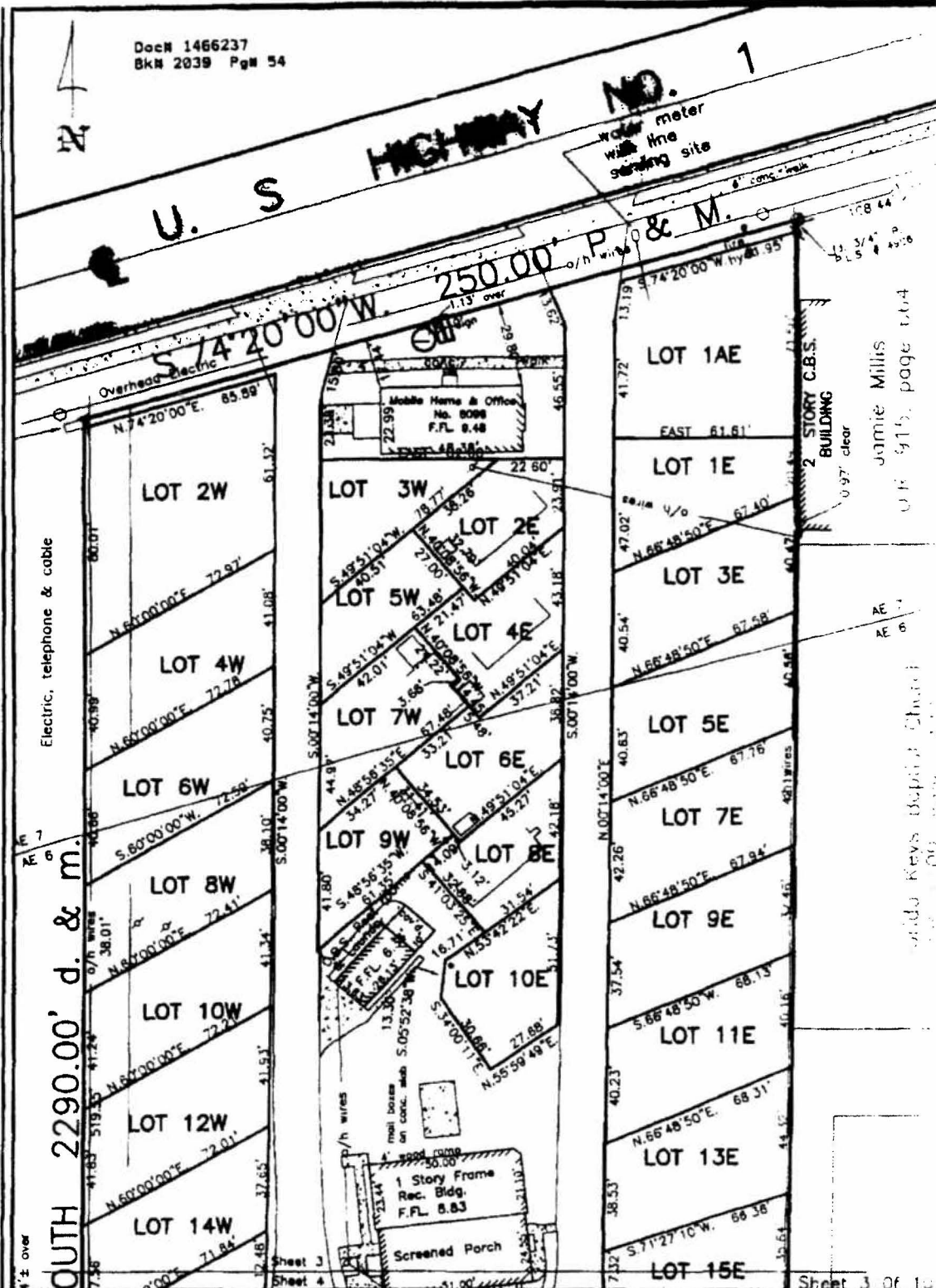
Sheet 2 Of 10

Keys R.V. / Mobile Home 6099 Overseas Highway, Marathon, Fl.33050			
Condominium Survey			Dwn No.: 04-349
Scale: 1"=40'	Ref. 177-67	Flood panel No. 1578H	Dwn. By: F.H.M.
Date: 6/10/04		Flood Zone: AE-VE	Flood Elev. 7-13'
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
c/dwg/marathon/keysrv			

FREDERICK H. HILDEBRANDT
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Doc# 1656824
BKN 2313 Pgm 920



Doc# 1466237
BKN 2039 Pgm 54

DUTH 2290.00' d. & m.

Keys R.V. / Mobile Home 6099 Overseas Highway, Marathon, FL 33050			
Condominium Survey		Dwn No.: 04-349	
Scale: 1" = 40'	Ref. 177-67	Flood panel No. 1579H	Dwn. By: F.H.H.
Date: 6/10/04	Flood Zone: AE-VE	Flood Elev. 7-13'	
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
c/dwg/marathon/keysrv			

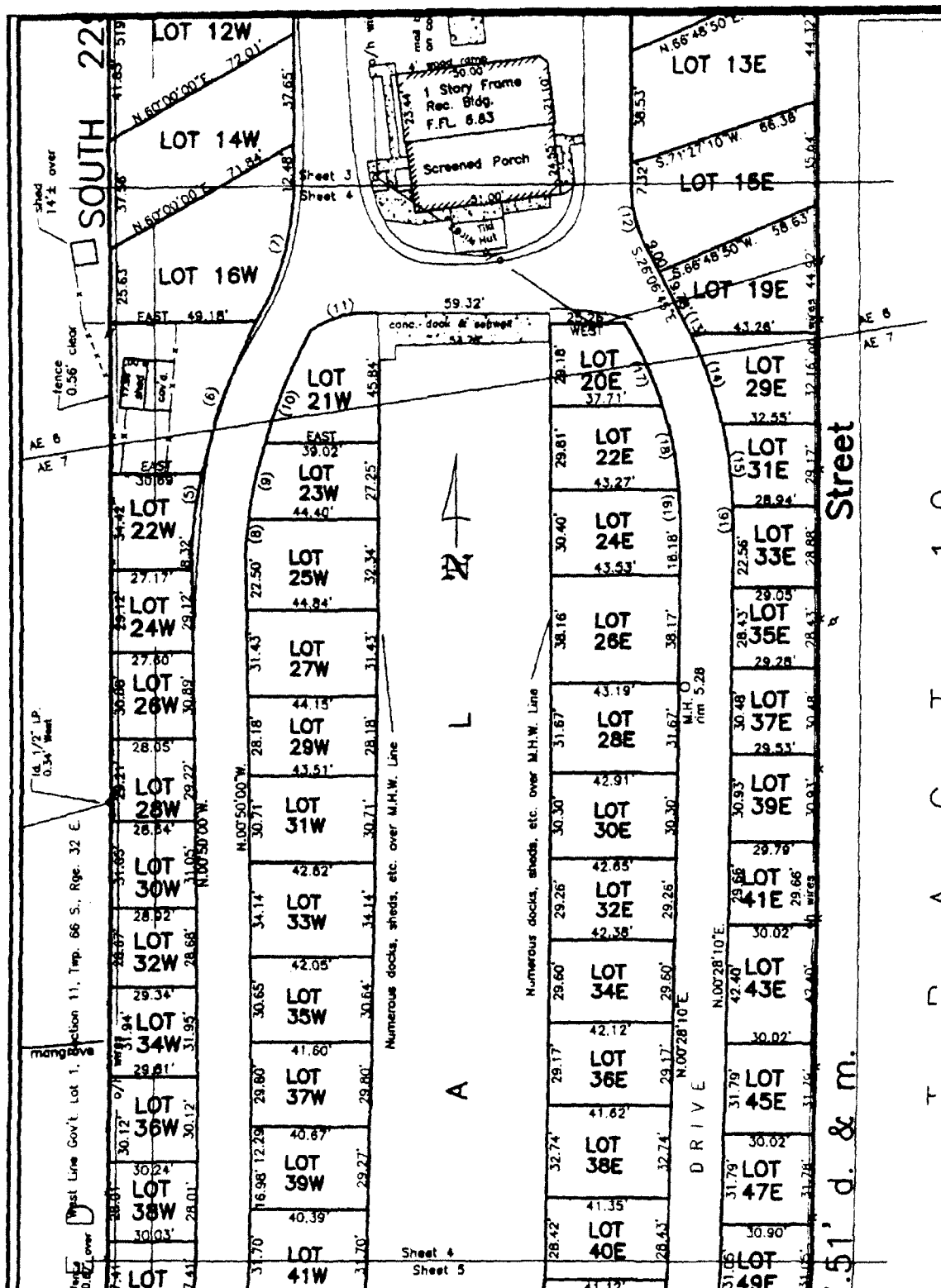
FREDERICK H. HILDEBRANDT
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Jamie Millis
U.R. 915, page 1 of 4

Orlando Keys Baptist Church
U.R. 09, page 1 of 1

Doc# 1656824
BKN 2313 Pgm 921



Keys R.V. / Mobile Home			
6099 Overseas Highway, Marathon, Fl.33050			
Condominium Survey			Own No.: 04-349
Scale: 1" = 40'	Ref. 177-67	Flood panel No. 1579H	Dwn. By: F.H.H.
Date: 6/10/04		Flood Zone: AE-VE	Flood Elev. 7-13'
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
c:/dwg/marathon/keysrv			

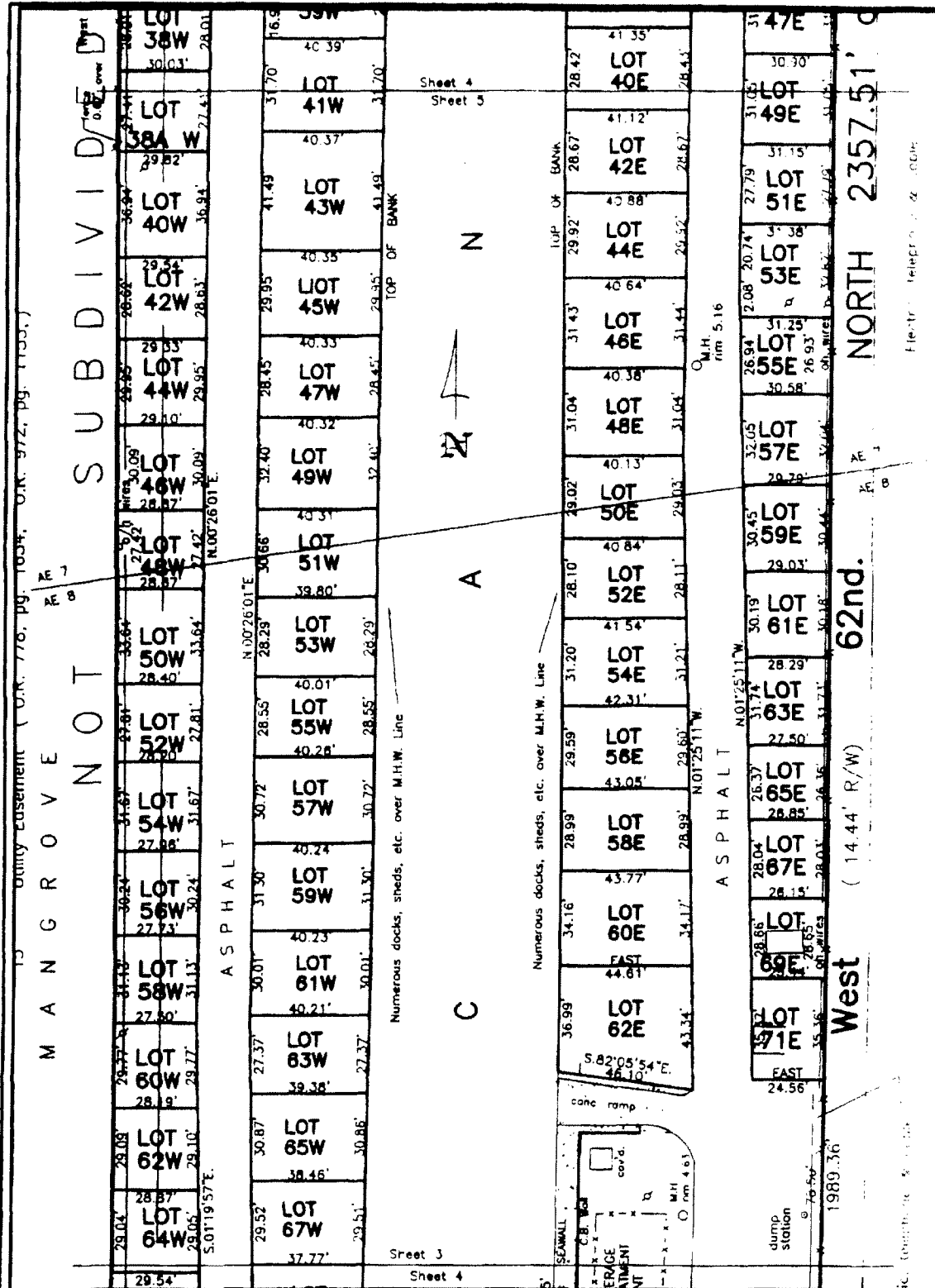
Sheet 4 Of 10

FREDERICK H. HILDEBRANDT
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Doc# 1456237
BKN 2039 Pgm 55

Doc# 1656624
Bk# 2313 Pgn 922



Keys R.V. / Mobile Home 6099 Overseas Highway, Marathon, FL 33050			
Condominium Survey		Dwn No.: 04-349	
Scale: 1"=40'	Ref. 177-67	Flood parcel No. 1573H	Dwn. By: F.H.R.
Date: 6/10/04		Flood Zone: AE-VE	Flood Elev. 7-13'
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
c/dwa/marathon/keysrv			

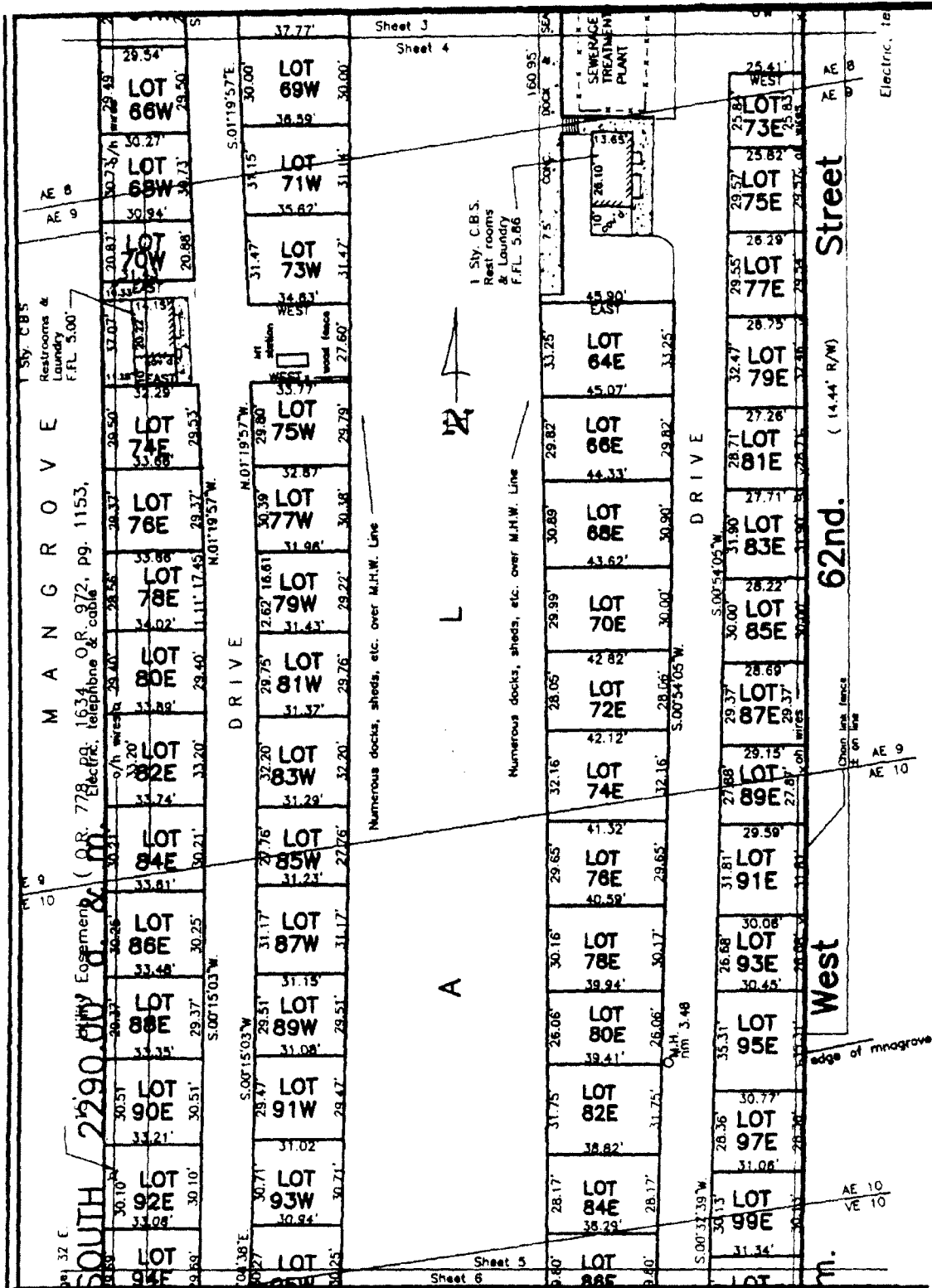
Sheet 5 of 5

FREDERICK H. HILDEBRANDT
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Doc# 1466237
Bk# 2039 Pgn 56

Doc# 1656824
Bk# 2313 P# 923



Keys R.V. / Mobile Home 6099 Overseas Highway, Marathon, FL 33050			
Condominium Survey		Dwn No.: 04-349	
Scale: 1" = 40'	Ref: 177-67	Flood panel No. 1579H	Own. By: F.H.H.
Date: 6/10/04		Flood Zone: AE-VE	Flood Elev. 7-13'
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
c/dwg/marathon/keysrv			

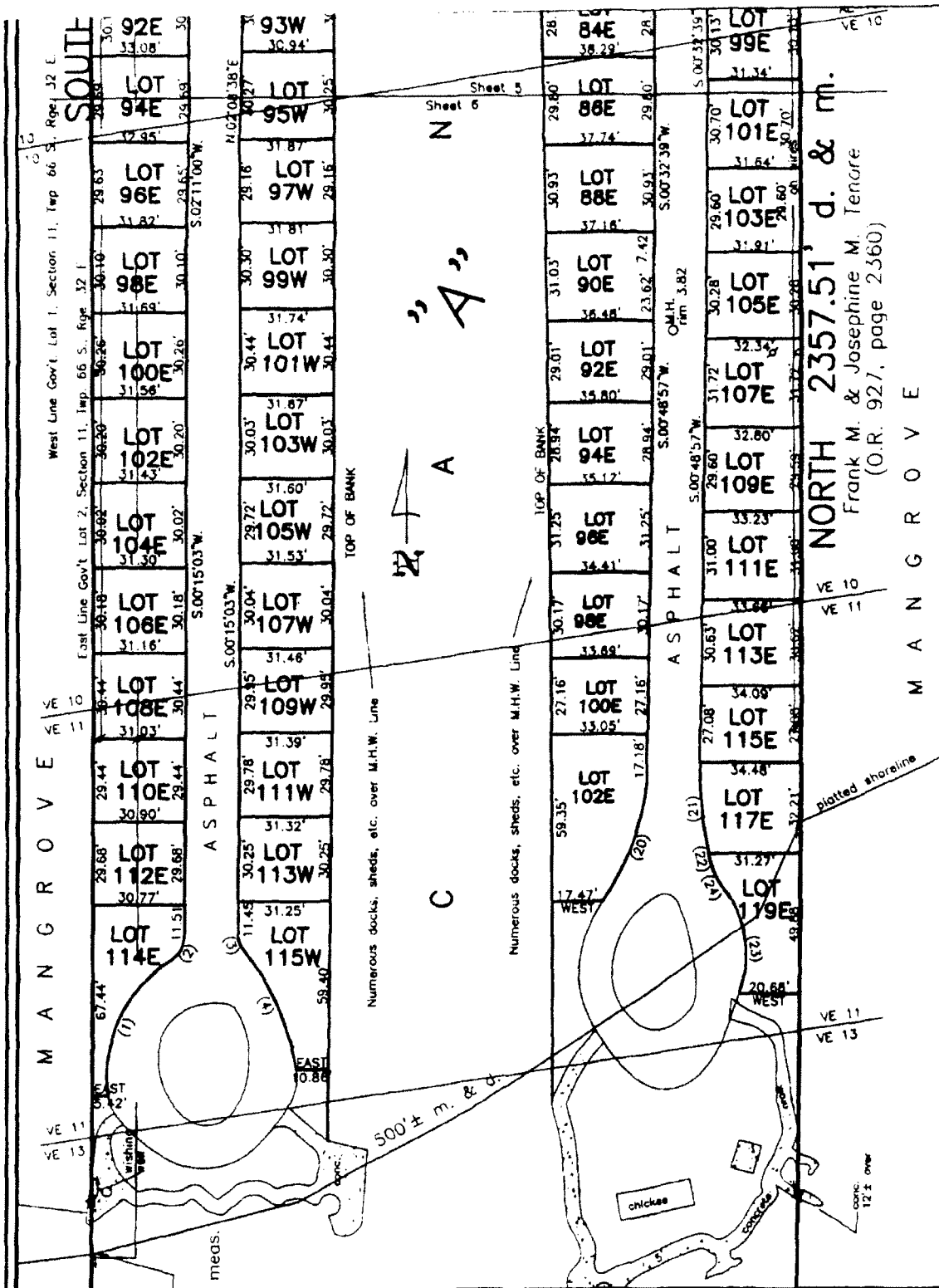
Sheet 5 Of 10

FREDERICK H. HILDEBRANDT
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3152 Northside Drive
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Doc# 1466237
Bk# 2039 P# 57

Doc# 1656624
Bk# 2313 P# 924



Keys R.V. / Mobile Home
6099 Overseas Highway, Marathon, FL 33050

Condominium Survey

Scale: 1" = 40'	Ref. 177-67	Flood panel No. 1579H	Dwn. No. 04-349
Date: 6/10/04		Flood Zone AE-VE	Dwn. By: F.H.H.
			Flood Ely. 7-13'

REVISIONS AND/OR ADDITIONS	
7/30/04:	Revised
8/11/04:	Revised
8/26/04:	Revised
c:/dwg/marathon/keysrv	

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3152 Northside Drive
Suite 201
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237

Doc# 1466237
Bk# 2030 P# 58

Sheet 7 Of 10

NORTH 2357.51' d. & m.
Frank M. & Josephine M. Tenore
(O.R. 927, page 2360)

M A N G R O V E

SOUTH

Doc# 145624
BKN 2313 Pgm 925



350.00' m. & d.

500.00' m. & d.

P.O.B.
Bay Bottom
1940± per dech & meas.
1900± p.

Sheet 5
Sheet 6

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
8	48.83'	84°28'39"	54.93'	30.78'	52.08'	N.23°40'03"E
9	10.00'	59°38'20"	8.71'	5.28'	8.33'	S.28°04'13"W
10	10.00'	37°17'34"	6.51'	3.37'	6.39'	N.18°23'44"W
11	95.86'	27°30'57"	48.04'	23.47'	45.59'	S.23°17'02"E
12	215.35'	07°00'56"	28.37'	13.20'	28.35'	N.07°55'55"E
13	215.35'	15°08'39"	56.92'	28.83'	58.78'	N.19°00'42"E
14	100.00'	29°23'04"	91.34'	46.83'	50.78'	S.14°56'32"W
15	197.35'	02°52'24"	9.90'	4.95'	9.90'	N.06°05'44"E
16	197.35'	08°04'57"	27.84'	13.94'	27.82'	N.11°34'24"E
17	197.35'	12°35'12"	43.35'	21.77'	43.27'	N.21°54'28"E
18	32.91'	41°58'06"	24.08'	12.61'	23.55'	N.75°59'24"E
19	30.00'	26°20'45"	22.99'	11.70'	22.79'	N.12°56'22"W
20	180.00'	01°38'57"	4.51'	2.28'	4.51'	S.25°18'18"E
21	180.00'	12°09'41"	33.98'	17.04'	33.90'	S.18°24'57"E
22	180.00'	10°32'28"	29.44'	14.78'	29.40'	S.07°03'52"E
23	180.00'	02°15'48"	8.32'	3.18'	6.32'	S.02°39'43"E
24	142.00'	12°49'48"	31.80'	15.97'	31.73'	S.23°08'17"E
25	142.00'	12°15'37"	30.38'	15.25'	30.33'	S.10°35'35"E
26	142.00'	04°41'58"	12.22'	6.12'	12.22'	S.01°59'48"E
27	96.00'	26°53'04"	45.10'	22.98'	44.68'	S.18°20'00"W
28	156.80'	11°51'48"	32.43'	16.37'	32.37'	N.05°41'55"W
29	156.80'	01°03'02"	2.87'	1.44'	2.87'	N.12°08'20"W
30	41.32'	55°06'20"	39.74'	21.58'	38.23'	S.08°59'58"E
31	25.00'	23°32'18"	10.27'	5.21'	10.20'	N.24°27'00"W

SUBMERGED "B" LAND
STRAITS OF FLORIDA
EAST 240.71'm. (East 240.70' d.)

SURVEYOR'S NOTES:

1. Bearings based on an assumed meridian
2. All property corners marked with a P.K. Nail, 1/2" Iron Bar or 60d Spike, with a plug or disc, marked, F.H.H., P.L.S. No. 2749
3. Property corners on canal are marked on property line extended into canal.
4. Some rear property corners could not be set, due to limited access
5. Improvements are lots, not located

Sheet 8 Of 10

Keys R.V. / Mobile Home 6099 Overseas Highway, Marathon, Fl.33050			
Condominium Survey		Own No.: 04-349	
Scale: 1"=40'	Ref. 177-67	Flood panel No. 1579H	Own. By: F.H.H.
Date: 6/10/04		Flood Zone: AE-VE	Flood Elev. 7-13'
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
c/dwg/marathon/keysrv			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3152 Northside Drive
Suite 201
Key West, Fl. 33040
(305) 293-0466
Fax: (305) 293-0237

Doc# 1466237
BKN 2039 Pgm 59

KEYS RV /MOBILE HOME CONDOMINIUM

Doc# 1656824
 Bk# 2313 P# 926



LEGAL DESCRIPTION:

PARCEL A:

Tract 11, EDMONDS ACERAGE TRACTS, according to the Plat thereof, as recorded in Plat Book 2, Page 100 of the Public Records of Monroe County, Florida,

A n d

PARCEL B:

A parcel of submerged land Southerly of and contiguous with Tract 11 of EDMONDS ACERAGE TRACTS in Government Lot 1, Section 11, Township 66 South, Range 32 East, Key Vaca, Monroe County, Florida, more particularly described as follows: Commencing at the intersection of the West line of Government Lot 1, Section 11, Township 66 South, Range 32 East, Key Vaca, Monroe County, Florida and the Southerly Right-of-Way line of U.S. Highway No. 1 as existing September 17, 1956; thence South along said West line of Government Lot 1, 1940 feet, more or less, to the Mean High Water Line of the Straits of Florida, the Point of Beginning; thence continue along the extension of said West line of Government Lot 1, 350 feet, more or less, into the waters of the Straits of Florida; thence East 240.70 feet; thence North 500 feet, more or less, to the Mean High Water Line of said Straits of Florida; thence meander said Mean High Water Line in a Southerly and Southwesterly direction to the Point of Beginning.

Doc# 1466237
 Bk# 2039 P# 60

Sheet 9 of 10

Keys R.V. / Mobile Home			
6099 Overseas Highway, Marathon, FL 33050			
Condominium Survey			Dwn No.: 04-349
Scale: 1" = 40'	Ref. 177-67	Flood panel No 1579H	Dwn. By: F.H.H.
Date: 6/10/04	Flood Zone: AE-VE	Flood Elev. 7-13'	
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
c/dwg/marathon/keysrv			

FREDERICK H. HILDEBRANDT
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 Key West, FL 33040
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 Fax: (305) 293-0237

KEYS RV /MOBILE HOME CONDOMINIUM

Doc# 1656824
BKN 2313 Pgm 927



SURVEYOR'S CERTIFICATE

THIS CERTIFICATION made this 26th. day of August, 2004 by the undersigned Professional Land Surveyor authorized to practice in the State of Florida, is made pursuant to the provisions of Section 718.04 (4) (E) of the Florida Statutes effective January 1, 1977, as amended, and certifies that the survey and Plot Plan, description, floor plans, graphic descriptions, unit layouts, and other material, together with this declaration are in sufficient detail to identify the common elements and each unit, and their relative locations and approximate dimensions. Further, this is a certification that the plot plan, description, graphic description, unit layout and other material in connection herewith and the construction of the improvements is substantially complete so that the material, together with the provisions of the declaration describing the condominium property is an accurate representation of the location and dimensions of the common elements and of each unit can be determined from these materials.

FREDERICK H. HILDEBRANDT

Frederick H. Hildebrandt, P.E., PLS
Professional Land Surveyor & Mapper No. 2749
Professional Engineer No 36810
State of Florida

Doc# 1466237
BKN 2839 Pgm 61

Sheet 10 Of

Keys R.V. / Mobile Home 6099 Overseas Highway, Marathon, FL 33050			
Condominium Survey		Dwn. No.: 04-349	
Scale: 1"=40'	Ref. 177-67	Flood panel No. 1579H	Dwn. By: F.H.H.
Date: 6/10/04	Flood Zone: AE-VE	Flood Elev. 7-13'	
REVISIONS AND/OR ADDITIONS			
7/30/04: Revised			
8/11/04: Revised			
8/26/04: Revised			
c:/dwg/marathon/keysrv			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

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Doc# 1656824
BKN 2313 Pgm 928

Doc# 1486237
BKN 2039 Pgm 62

**EXHIBIT C - ARTICLES OF INCORPORATION OF
KEYS RV/MOBILE HOME CONDOMINIUM ASSOCIATION, INC.**



AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

KEYS RV/MOBILE HOME CONDOMINIUM ASSOCIATION, INC.

The Articles of Incorporation of KEYS RV/MOBILE HOME CONDOMINIUM ASSOCIATION, INC. (f/k/a KEYS RV/MOBILE HOME PARK HOMEOWNERS ASSOCIATION, INC.) have been amended and restated by the corporation as follows:

ARTICLE I

NAME

The name of the corporation shall be Keys RV/Mobile Home Condominium Association, Inc. For convenience, the Corporation shall be referred to in this instrument as "the Association."

ARTICLE II

PURPOSES AND POWERS

The Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to operate a mobile home park condominium association, to negotiate for, acquire and operate a mobile home park, to convert the mobile home park, once acquired, to a condominium, to provide for maintenance, preservation and architectural control of the condominium parcels and common elements within that certain Condominium more particularly described in the Declaration of Condominium for Keys RV/Mobile Home Condominium (hereinafter, "the Declaration of Condominium"), and to promote the health, safety and welfare of the residents within the Condominium and any additions. In order to effectuate these purposes, the Association shall have the power to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Condominium, which powers and privileges include but are not limited to the following:

1. to enter into a purchase agreement to acquire fee simple interest in the mobile home park located at 6099 Overseas Highway, Marathon, Florida, to convert the subject park to a condominium, to do such transfers and encumbrances of the condominium property to effectuate the purchase of the park and sale of condominium parcels to current residents and other potential buyers;
2. to fix, levy, collect and enforce payment by any lawful means all appropriate charges or assessments;
2. to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the Common Elements;
3. to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of the Common Elements on behalf of the membership of the Association;
4. to borrow money and mortgage, pledge or hypothecate any or all of the Common Elements as security for money borrowed or debts incurred;
5. to participate in mergers and consolidations with other non-profit corporations organized for the same purposes; and
6. to have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida Not-for-Profit Corporation Law may now or hereafter have or exercise.

ARTICLE III

MEMBERSHIP AND VOTING

- A. **Membership.** Every person or entity who is a record owner of any Parcel in the Condominium shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Change of membership in the Association shall be established by recording in the Public Records of Florida, a deed or other instrument establishing a record title to any Parcel in a transferee and the delivery to the Association of a certified copy of such instrument. Upon such delivery, the transferee designated by such instrument shall become a member of the Association and the membership of the transferor shall be terminated.



- B. Appurtenance to Parcel. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Parcel.
- C. Voting Rights. Each Owner shall be entitled to one vote for each Parcel owned. When more than one person holds an interest or interests in any Parcel, the vote for such Parcel shall be limited to one vote as the Owners among themselves determine. The manner of exercising voting rights shall be determined by the By-Laws of the Association.
- D. Meetings. The By-Laws shall provide for meetings of the members.

ARTICLE IV
BOARD OF DIRECTORS/ADMINISTRATORS

- A. Membership of Board. The affairs of this Association shall be managed by a Board consisting of the number of Directors (sometimes referred to as "Administrators") determined by the By-Laws, but not fewer than three (3) Directors.
- B. Election and Removal. Directors shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.
- C. Board of Directors/Administrators. The names and addresses of the persons who shall act in the capacity of Directors (Administrators) until their successors shall be elected and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Zane Nevins	6099 Overseas Highway Marathon, Florida 33050
Robert Phillips	6099 Overseas Highway Marathon, Florida 33050
Sandra Leming	6099 Overseas Highway Marathon, Florida 33050

The Administrators named above shall serve until the first election of Administrators, as determined by the By-Laws and any vacancies in their number occurring before the first election of Administrators shall be filled by act of the remaining Administrators.

ARTICLE V
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws. After the first election of Administrators, the Officers shall be elected by the Board at the first Board meeting following the annual meeting. Administrators shall serve at the pleasure of the Board. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

Zane Nevins 6099 Overseas Highway Marathon, Florida 33050	President;
Robert Phillips 6099 Overseas Highway Marathon, Florida 33050	Vice President;
Robert Phillips 6099 Overseas Highway Marathon, Florida 33050	Secretary;
Sandra Leming	Treasurer.



6099 Overseas Highway
Marathon, Florida 33050

ARTICLE VI
INDEMNIFICATION

- A. 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 Indemnitee is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if Indemnitee acted in good faith and in a manner Indemnitee 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 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 Indemnitee 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 conduct was unlawful.
- B. Indemnification. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that Indemnitee 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, actually and reasonably 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 Indemnitee reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection 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.
- C. 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 A or B, or in defense of any claim, issue, or matter therein, Indemnitee shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- D. Determination of Applicability. My indemnification under subsection A or subsection B, 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 director, officer, employee, or agent is proper under the circumstances because Indemnitee has met the applicable standard of conduct set forth in subsection A or subsection B. Such determination shall be made:
1. By the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such proceeding;
 2. 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 Directors not at the time parties to the proceeding;
 3. By independent legal counsel:
 - (a) Selected by the non-party Board of Directors or committee prescribed above; or
 - (b) If a quorum of the non-party Directors cannot be obtained and the non-party Committee cannot be designated as provided above (in which Directors who are parties may participate); or
 4. By a majority of the voting interests of the members of the Association who were not parties to such proceeding.
- E. 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 D.1 shall evaluate the reasonableness of



expenses and may authorize indemnification.

- F. Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding 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 director or officer to repay such amount if Indemnitee is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.
- G. 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 of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his 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 director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:
1. A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
 2. A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
 3. 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.
- H. Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, 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.
- I. Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, 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:
1. The director, officer, employee, or agent is entitled to mandatory indemnification under subsection C, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
 2. The director, 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 G; or
 3. The director, 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 A, subsection B, or subsection G, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that Indemnitee did not act in good faith or acted in a manner Indemnitee 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 Indemnitee had reasonable cause to believe his 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 Indemnitee 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 Indemnitee had reasonable cause to believe that his conduct was unlawful.
- J. Definitions. For purposes of this Article, the term "expenses" shall be deemed to include attorneys' fees, 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 "serving 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 such persons.

K. Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article VI shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE VII
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be thereafter altered, amended or rescinded in the manner provided in such By-Laws.

ARTICLE VIII
AMENDMENTS

Amendments to the Articles of Incorporation may be considered at any regular or special meeting of the members and may be adopted in the following manner:

1. Notice of the subject matter of a proposed amendment and of the meeting at which a proposed amendment is considered, and said notice shall be made as required by the By-Laws.
2. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by a majority of the voting members. Administrators and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Such amendments must be approved by not less than sixty-seven (67%) percent of the votes of the voting members.

ARTICLE IX
TERM

The term of the Association shall be perpetual.

ARTICLE X
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication shall be refused acceptance, such assets shall be granted, conveyed and assigned to any Florida profit or Florida non-profit corporation to be devoted to such similar purposes.

ARTICLE XI
INCORPORATOR

The name and address of the incorporator for of the original Articles of Incorporation was as follows:

Edward Schmidt
6099 Overseas Highway #1AE
Marathon, Florida 33050



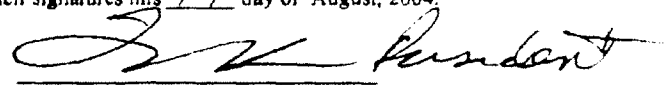
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Doc# 1466237
Bk# 2039 P# 68

ARTICLE XII
MISCELLANEOUS

- A Stock. The Association shall issue no shares of stock of any kind or nature whatsoever.
- B Severability. Invalidation of any one or more of the provisions hereof shall in no way affect any other provisions, which shall remain in full force and effect.
- C Principal Office; Registered Office and Registered Agent. The initial principal office shall be 6099 Overseas Highway #1AE, Marathon, Florida 33050. The initial registered office of the Association shall be 6099 Overseas Highway #1AE, Marathon, Florida 33050. The registered agent is Robert Cintron, Jr., whose address is 317 Whitehead Street, Key West, Florida 33040

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 17 day of August, 2004.

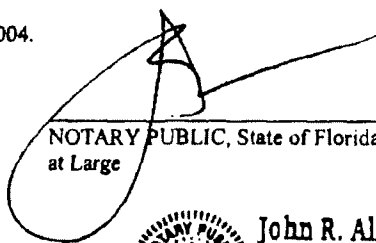


 Zane Nevins, President

STATE OF FLORIDA)
) SS.
 COUNTY OF MONROE)


BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared Zane Nevins, President of Keys RV/Mobile Home Condominium Association, Inc., who () is personally known to me to be the individual described in, or () who produced Florida driver's licenses for identification, and he did not take an oath.

SWORN and subscribed to before me this 17 day of August, 2004.



 NOTARY PUBLIC, State of Florida
 at Large

My Commission Expires:

 John R. Allison, III
 Commission # DD329824
 Expires: JULY 19, 2008
 AARONNOTARY.COM



Doc# 1656824
Bk# 2313 P# 935

Doc# 1466237
Bk# 2038 P# 69

**EXHIBIT D - BYLAWS OF KEYS RV/MOBILE HOME
CONDOMINIUM ASSOCIATION, INC.**



BY-LAWS
OF
KEYS/RV MOBILE HOME CONDOMINIUM
ASSOCIATION, INC.

ARTICLE I: IDENTITY

A. Scope.

These By-Laws shall apply to Keys/RV Mobile Home Condominium Association, Inc. (K/a Keys/RV Mobile Home Park Homeowners' Association, Inc. ("the Association"), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering that certain condominium located in Monroe County, Florida, and known as Keys/RV Mobile Home Condominium ("the Condominium"). These By-Laws expressly are subject to the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and in the Declaration of Condominium ("the Declaration"). All of the terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires. Whenever 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.

B. Compliance.

Each present and future owner and tenant, guest, licensee, servant, agent, employee and any other person who shall be permitted to use the facilities of the Condominium or a unit shall comply strictly with these By-Laws and the Rules and Regulations issued by the Association and with the covenants, conditions and restrictions set forth in the Declaration and the deed to the unit. Ownership, rental or occupancy of any unit conclusively shall be deemed to mean that the owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them. Failure to comply with any of the same shall be grounds for a civil action to recover sums due for damages or injunctive relief, or both, maintainable by the Association on behalf of the unit owners.

C. Principal Office.

The principal office of the Association shall be 6099 Overseas Highway, Marathon, Florida 33050 or at such other place as may be subsequently designated by the Board of Administration. All books and records of the Association shall be kept at its principal office.

D. Seal.

The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation. An impression of the Seal is as follows:

E. Fiscal Year.

The fiscal year of the Association shall be the calendar year.

ARTICLE II: MEMBERS

A. In General.

The requirements and procedures for admission, voting and termination of membership set forth in the Articles of Incorporation are incorporated herein by reference.

B. Voting.

1. Number of Votes. In any meeting of members, the members shall be entitled to cast one voting interest ("vote") for each unit owned. The vote of a unit shall not be divisible. Should two (2) or more units be used by a single owner as one (1) dwelling unit, by combining the same in a manner approved by the Board or as otherwise provided in the Declaration such use shall not in any manner affect or destroy the separateness of such units for voting purposes.



2. Majority Vote. The acts approved by a majority of the votes at a meeting at which a quorum shall be present, shall be binding upon all members for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. The terms "majority of the members" or "majority of the Voting Interests" shall mean those members having more than fifty percent (50%) of the total authorized votes of all members voting at any meeting of the members at which a quorum shall be present.

3. Designation of Voting Member. If a unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated by a Voting Certificate signed by all of the record owners of that unit according to the roster of members and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a Voting Certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. The person so designated to cast the vote of the unit shall be known as the "voting member." If such a Voting Certificate is not on file with the secretary for a unit owned by more than one person or one business entity, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except to such unit as owned by a husband and wife. Such Voting Certificate shall be valid until revoked or superseded by a subsequent Voting Certificate, or until a change in the ownership of the unit concerned.

A husband and wife owning a unit jointly shall have the following options:

- a. They may designate a voting member.
- b. If they do not designate a voting member and both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.
- c. If they do not designate a voting member and only one is present at a meeting, the spouse who is present may cast the unit vote without establishing the concurrence of the absent spouse.
- d. If both spouses are present at a meeting and concur, either one may cast the unit vote.

4. Quorum. Members holding the voting interests for at least fifty-one percent (51%) of the units shall constitute a quorum.

5. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. No proxy shall be valid for a period longer than ninety (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 member executing it. A proxy must be written, signed by the voting member generating the proxy and filed with the secretary before the appointed time of the meeting. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless otherwise permitted by the Condominium Act.

C. Meetings

1. Annual Meetings. The annual meetings of the members shall be held on the second Tuesday of February of each year or on the date as determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and not later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be to elect Administrators and to transact any other business which properly comes before the meeting.

2. Special Meetings. Special meetings of the members shall be held whenever called by the president or by a majority of the Board or as provided in paragraphs II(c)(3) and III(f), below. A special meeting must be called by the president if a majority of the members file a written request with the secretary. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3. Budget Meetings. Any meeting at which a proposed annual budget of the association will be considered by the board or unit owners shall be open to all unit owners. At least 14 days prior to such a meeting, the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association by the unit owner, a notice of such meeting and a copy of the proposed annual budget. 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. If the board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives, within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting, the board 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 unless the bylaws require adoption by a greater percentage of 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 shall take effect as scheduled. Any determination of whether assessments exceed 115 percent of assessments for the prior 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 does not expect to be incurred on a regular or annual basis, or assessments for betterments to the condominium property.

4. Location of Meetings. All annual and special meetings shall be held at the principal office of the Association or at such other suitable and convenient place as may from time to time be fixed by the Board and designated in the notices of such meetings.

5. Notices of Meetings. Notices of meetings of members stating the time and place and the objects for which the meeting is called shall be given by the president or secretary. All notices shall be given to members in accordance with the requirements of F.S. 718.112, as amended from time to time. The secretary shall provide an affidavit, to be included in the Official Records of the Association, affirming that notices of meetings were mailed or hand-delivered as required herein to each unit owner at the address appearing on the roster. Any member may waive in writing notice of any specific meeting; such waiver, when filed in the records of the Association, shall be deemed equivalent to the receipt of such notice by such member. If any meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended (whenever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration), the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

D. Conduct of Meetings.

1. The president, or in his absence, the vice president, shall preside at all meetings; in the absence of both of them, the presiding officer shall be the officer designated by the Board.

2. After calling the meeting to order, the order of business at annual meetings and, as far as practical, at other meetings shall be:

- a. Collection of election ballots as required by Rule 61B-23.0021(10)(a) F.A.C., as amended from time to time;
- b. Election of chairman of the meeting;
- c. Calling of the roll and certifying of proxies;
- d. Proof of notice of the meeting or waiver of notice;
- e. Reading and disposal of any unapproved minutes;
- f. Reports of officers;
- g. Reports of committees;
- h. Appointment of inspectors of election;
- i. Determination of number of Administrators;



- j. Election of Administrators;
- k. Unfinished business;
- l. New business;
- m. Adjournment.

E. Limitations of Membership.

Except as otherwise provided, membership in the Association shall be limited to the unit owners or co-owners. In the event that a member shall lease or permit another to occupy his unit, the tenant or occupant shall not vote in the affairs of the Association except as the member shall permit the tenant or occupant to exercise the proxy vote of the member. Every transfer of title to the member's unit, in accordance with the Declaration and the Condominium Act, shall include membership in the Association, and upon making such transfer, the previous owner's membership shall terminate automatically. Except as herein provided, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

ARTICLE III: BOARD OF ADMINISTRATION

A. Authority and Composition.

The affairs of the Association shall be governed by a Board of Administration consisting of seven (7) persons

B. Representation.

In order to be eligible for board membership, a person must meet the requirements set forth in the Declaration. All Board members must be owners of a Unit or an officer, director, partner or other designated person of a Unit owned by an entity other than a natural person. A person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for board membership.

C. Election Procedures, Generally.

All Administrators shall be elected at the annual meeting of the members of the Association within 60 days following the recording of the Declaration. Member-elected Administrators shall be elected in the following manner:

1. A search committee of three (3) members may be appointed by the Board not less than seventy-five (75) days prior to the annual meeting of the members. The committee may encourage qualified persons to become candidates for the Board but shall not have the authority to nominate any candidate.
2. The election shall be by ballot or voting machine (unless dispensed with in accordance with the Chapter 718 of the Florida Statutes, as amended from time to time) and by a plurality of the votes cast. Each person voting shall be entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.
3. All voting procedures shall be in accordance with F.S. 718.112(2)(d), as amended from time to time.

D. Vacancies.

Vacancies in the Board may be filled, until the date of the next regularly scheduled election for any position, regardless of whether the Board seat to which the member was appointed or elected is scheduled to be filled at that election. If, however, upon appointment, the Association has already mailed or delivered the first notice of election pursuant to Section 112(2)(d)3., Florida Statutes, the Board Member appointed or elected as provided in these bylaws shall serve until the next election scheduled in the future for any position.



E. Terms of Office.

The term of office of each Administrator shall be for one (1) year, expiring at the next annual meeting of the membership, or when successors are duly elected and qualified, or any shorter period in the event of removal in the manner provided herein or by law.

F. Removals.

Subject to the provisions of Section 718.112(2)(j), Florida Statutes, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the Voting Interests. A special meeting of the unit owners to recall a member or members of the Board 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.

1. If the recall is approved by a majority of all Voting Interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a board meeting within 5 full business days of the adjournment of the unit owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within 5 full business days any and all records and property of the Association in their possession, or shall proceed as set forth in subparagraph 3.

2. If the proposed recall is by an agreement in writing by a majority of all Voting Interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within 5 full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within 5 full business days any and all records and property of the Association in their possession, or proceed as described in subparagraph 3.

3. If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within 5 full business days after the meeting, file with the Division of Condominiums a petition for arbitration pursuant to the procedures in Section 718.1255, Florida Statutes. For the purposes of this section, the unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within 5 full business days of the effective date of the recall.

4. If the Board fails to duly notice and hold a board meeting within 5 full business days of service of an agreement in writing or within 5 full business days of the adjournment of the unit owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

5. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in these bylaws. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division of Condominiums.

G. Meetings.

1. Organizational Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such time and at such place as shall be fixed at the meeting at which they were elected.

2. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Board.

3. Special Meetings. Special meetings of the Board may be called by the president, and must be called by the secretary at the written request of any two (2) Administrators.



4. Notice of Meetings. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the condominium property at least 48 continuous hours preceding the meeting except in an emergency. 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. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use, will be considered shall be mailed or delivered to the Unit Owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the condominium property upon which notices can be posted, notices of board meetings shall be mailed or delivered at least 14 days before the meeting to the owner of each Unit. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

5. Meetings Open to Members. All meetings of the Board, whether regular or special, shall be open to members. Adequate notice of all meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance of each meeting, except in an emergency. Notice of any meeting in which assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

6. Quorum. A quorum at a Board meeting shall consist of the Administrators entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the votes present at a meeting in which a quorum is present shall constitute acts of the Board, except as specifically provided otherwise in the Articles of Incorporation, these By-Laws or the Declaration. If any meeting cannot be organized because a quorum has not attended, the Administrators who are present may adjourn the meeting from time to time until a quorum is present. Any adjourned meeting must be properly re-notice pursuant to requirements of these By-Laws.

7. Conduct of Meetings. The Chairman of the Board, if one has been elected, shall preside over all Board meetings; otherwise the president shall preside. In the absence of the presiding officer, the Administrators present shall designate one of their number to preside. The order of business at Board meetings shall be:

- a. Calling of roll;
- b. Proof of due notice of meeting;
- c. Reading and disposal of any unapproved minutes;
- d. Reports of officers and committees;
- e. Election of officers;
- f. Unfinished business;
- g. New business;
- h. Adjournment.

H. Compensation.

No Administrator shall receive any compensation for services rendered.

I. Powers and Duties.

All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and the Declaration. Such powers and duties shall include the following:

1. To determine, make, levy and collect assessments from members to defray the costs of the Condominium, and to use the proceeds of such assessments in the exercise of the powers and duties granted to the Association;



2. To maintain, repair, replace, operate and manage the Condominium and the Condominium Property wherever the same is required to be done and accomplished by the Association for the benefit of its members;
3. To reconstruct improvements after any casualty, and to further improve the property, real and personal;
4. To make, amend and enforce regulations governing the use of the property, real and personal, in the Condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations placed upon the use of such property under the terms of the Articles of Incorporation and the Declaration;
5. To maintain bank accounts for the Association;
6. To purchase, sell, lease or otherwise acquire or convey units in the name of the Association or its designee(s);
7. To obtain, maintain and review insurance for the Association;
8. To acquire and enter into leases and agreements of every nature, whereby the Association acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including recreational and communal facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation, or other use or benefit to the members, or as may be deemed by the Board to be in the best interests of the Association.
9. To convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

J. First Board of Administration.

The first Board shall be comprised of three (3) persons designated to act and serve as Administrators in the Articles of Incorporation, who shall serve until their successors are elected at the first annual meeting of the members of the Association called after the Declaration has been duly recorded. The undertakings and contracts authorized by the first Board shall be binding upon the Association in the same manner as though such had been authorized by the first duly elected Board, so long as such undertakings and contracts are within the scope, powers and duties which may be exercised by the Board in accordance with all applicable Condominium documents. Should any member of the first Board be unable to serve for any reason, the remaining members of the Board shall have the right to designate a party to act and serve as Administrator for the unexpired term of the Administrator unable to serve.

K. Unit Owner Inquiries.

When a Unit Owner files a written inquiry by certified mail with the Board of Administration, the Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the Board requests advice from the Division, the Board shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The Association is only obligated to respond to one written inquiry per Unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

ARTICLE IV: OFFICERS

A. Enumeration.

The Board shall elect a president, secretary and treasurer, and as many vice presidents, assistant secretaries and assistant treasurers as the Board shall determine. The president shall be elected from among the membership of the Board and shall be an Administrator, but no other officer need be a member or Administrator. The same person may hold two offices, except for the following combinations: (1) president and vice president; (2) president and secretary or assistant secretary.



B. Election.

The officers shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office until their successors have been elected and qualified.

C. The President.

The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

D. The Vice President.

The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of president. He also generally shall assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Board.

E. The Secretary and Assistant Secretary.

The secretary shall: (1) keep the minutes of all proceedings of the Administrators and the members; (2) attend to the giving and serving of all notices to the members and Administrators, and such other notices required by law; (3) maintain custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; (4) keep the records of the Association, except those of the treasurer; and (5) perform all other duties incident to the office of secretary and as may be required by the Administrators or president. The assistant secretary shall perform the duties of secretary when the secretary is absent. The minutes of all meetings of members and the Board shall be kept by the secretary in a book which shall be available for inspection by members (or their authorized representatives), and the Administrators at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

F. The Treasurer.

The treasurer shall: (1) have custody of all of the property of the Association, including funds, securities and evidences of indebtedness; (2) keep the assessment rolls and accounts of the members; (3) keep the books of the Association in accordance with good accounting practices; and (4) perform all other duties incident to the office of the treasurer.

G. Compensation.

There shall be no compensation for officers and directors of the Association. This provision shall not preclude the Board from employing an Administrator as an employee or from contracting with Administrators for the management of the Condominium.

H. Removal.

Any officer may be removed from office at any time, with or without cause, by a majority vote of the Board.

ARTICLE V: FINANCE

A. Bank Accounts.

The depository of the Association shall be such bank as is designated from time to time by the Board. Withdrawal of paid monies from accounts shall be only by checks signed by such persons as are authorized by the Board.

B. Fiscal Year.

The fiscal year shall be the calendar year.

C. Budget.



The Board shall adopt a budget for each fiscal year which shall contain cost estimates, including without limitation the following items:

1. Expenses for the Association and Condominium Doc# 1466237
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 - a. Administration and Personnel
 - b. Management Fees
 - c. Maintenance
 - d. Rent for recreational and other commonly used facilities
 - e. Taxes upon Association property
 - f. Taxes upon leased areas
 - g. Insurance Liability
 - h. Security provisions
 - i. Other expenses, e.g., office expenses, accounting fees, postage
 - j. Operating Capital
 - k. Reserves
 - l. Fees payable to the Division
2. Expenses for a Unit Owner:
 - a. Rent for the Unit, if subject to a lease
 - b. Rent payable by the Unit Owner directly to the lessor or agent under any recreational lease or lease for the commonly used facilities.

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but are not limited to, roof replacement, building painting, and pavement resurfacing, regardless of the amount of deferred maintenance expense or replacement cost, and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The association may adjust replacement 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. The foregoing does not apply to an adopted budget in which the members of an association have determined, by a majority vote at a duly called meeting of the association, to provide no reserves or less reserves than required hereunder. If a meeting of the unit owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved 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 other purposes is approved in advance by a majority vote at a duly called meeting of the association.

A copy of the proposed budget, together with proposed assessments payable by each member, and written notice of the time and place of the meeting to consider the budget shall be submitted to each member at least fourteen (14) days prior to the meeting at which the budget will be considered. The meeting shall be open to all members. If the budget is amended before the assessments are made, a copy of the amended budget shall be furnished to each member. Failure to deliver a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery be a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as restricting the right of the Board, at any time, in its sole discretion, to levy any additional assessment if the budget



originally adopted shall appear to be insufficient to pay costs and expenses of operation and management or if required by any emergencies.

D. Reviews.

A review of the accounts of the Association shall be made annually. Such review shall be made by an accountant licensed by the state of Florida, and a copy of such accountant's report shall be furnished to each member not later than March 15th of the year following the year for which the report is made.

E. Assessments.

Assessments against the members for their share of the items of the budget shall be made for the calendar year in advance on or before December 20th, preceding the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and the yearly installment for such assessments shall be due on the twentieth day of December of the year preceding the year for which the assessments relate until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board. Charges by the Association against members for other than common expenses also shall be payable in advance. Charges for other than common expenses may be made only after approval of the members or when expressly provided for in the Declaration or Exhibits annexed thereto. Such charges may include charges for the use of the Condominium Property or recreation area, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member. Assessments for common expenses or emergencies that cannot be paid from the annual assessment shall be due only after thirty (30) days' notice is given to the members concerned, and shall be paid in such manner as the Board may require, but not less frequently than quarterly.

If a member shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessments upon notice to the member (and filing of a claim of lien in the case of acceleration of more than three months of assessments), and the then unpaid balance of the assessment shall be due upon the filing of the claim of lien in the public records of the County.

F. Fidelity Bonds.

Fidelity bonds shall be required by the Board for all persons who control or disburse funds of the Association in amounts not less than required under the Act. The premiums on such bonds shall be paid by the Association.

ARTICLE VI: INDEMNIFICATION OF ADMINISTRATORS AND OFFICERS

Every Administrator and every officer shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or Administrator, or any settlement thereof, whether or not he is an Administrator or officer at the time of incurring such expenses or liabilities, except in such cases wherein the Administrator or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to all other rights to which such officer or Administrator may be entitled.

ARTICLE VII: ARBITRATION

Mandatory nonbinding arbitration of internal disputes arising from the operation of the Condominium among the unit owners shall be required pursuant to Sections 718.112(2)(k) and 718.1255, Florida Statutes, and the rules promulgated pursuant thereto.

ARTICLE VIII: PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the laws of the State of Florida.



ARTICLE IX: RULES AND REGULATIONS

Annexed hereto and made a part hereof are rules and regulations concerning the use of the Condominium. The Board may from time to time modify, amend or add to such rules and regulations, except that owners of a majority of the units present and voting at a meeting at which a quorum is present may overrule the Board with respect to any such modification, amendment or addition. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board to each member at least thirty (30) days prior to the effective date hereof.

ARTICLE X: AMENDMENTS

A. Proposal.

Amendments to these By-Laws may be proposed by the Board acting upon majority vote or by members owning at least one-third (1/3) of the Voting Interests in the Condominium, whether meeting as members or by a writing signed by them.

B. Text of Proposed Amendments.

No By-Law shall be amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws 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 By-Law. See By-Law _____ for present text."

C. Special Meeting.

Such proposed amendment(s) shall be transmitted to the president (or other officer in the absence of the president) who shall thereupon call a special joint meeting of the Board and the membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt of such officer of the proposed amendment(s). The secretary shall give to each member written notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

D. Approval and Recordation.

In order for such amendment(s) to become effective, the same must be approved by an affirmative vote of at least two-thirds (2/3) of the Voting Interests in the Condominium. Thereupon such amendment(s) shall be transcribed, certified by the president and Secretary, and a copy thereof recorded in the Public Records of Monroe County, Florida, within ten (10) days from the date of approval of such amendment(s) by the members.

E. Written Agreement or Disagreement.

A member of the board of administration or a committee may submit in writing his or her agreement or disagreement with any such amendment. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

F. Writing in Lieu of Meeting.

In the event that the members holding the Voting Interests necessary to pass any amendment(s) shall execute any instrument amending these By-Laws, the same shall constitute a valid amendment and it shall not be necessary for the meeting otherwise prescribed above to be held. A copy of such amendment(s), bearing the signature of the member(s), and certified by the president and the secretary as being the amendment(s) so adopted by such members, shall be recorded in the Public Records of Monroe County, Florida, within ten (10) days from the date of approval of such amendment(s).

G. Nonmaterial Errors.

Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.



ARTICLE XI: COMPLIANCE; DEFAULT

A. Compliance, Generally. Each owner, tenant and occupant of a Unit shall comply with the provisions of the Declaration, the Articles of Incorporation and this By-Laws of the Association. Failure to comply therewith shall be grounds for relief sought by the Association which may include an action for damages, injunctive relief, foreclosure of lien or any combination of the foregoing.

B. No Waiver. The failure of the Association or of a Unit Owner to enforce any rights, provisions, covenant or condition which may be granted by the Declaration or other Condominium documents shall not constitute a waiver to enforce such rights, provisions, covenant or condition in the future.

C. Fines. The Association may levy a reasonable fine against a Unit and/or Unit Owner for the failure of the Unit Owner of the Unit, the Unit's occupant, or the Unit Owner's lessee, licensee, or invitee to comply with the Declaration (including its exhibits and amendments) and/or the Rules and Regulations promulgated by the Association from time to time. No such fine levied by the Association shall exceed the maximum amount provided by any applicable Florida law. Each day of violation shall be deemed a separate violation subject to separate fine. The hearing shall be held before a committee of other Unit Owners appointed by the Board. If the committee does not agree with the fine, the fine may not be levied. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of at least fourteen (14) days, which notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration of Condominium, By-Laws or Rules and Regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

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 Association.

D. Cumulative Remedies. All rights, remedies and privileges granted to the Association or the Unit Owners pursuant to any terms, provisions, covenants or conditions of the Declaration or other Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available at law or in equity.

THE FOREGOING was adopted as the By-Laws of Keys/RV Mobile Home Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida on the 17th day of August, 2004.

ATTEST:

Vice President, Assistant Secretary

APPROVED:

President



Doc# 1656824
Bk# 2313 Pg# 948

Doc# 1466237
Bk# 2039 Pg# 82

**EXHIBIT E-1
DESIGNATION OF PARCELS AS MOBILE HOME LOTS AND RV LOTS**

ALL PARCELS ARE DESIGNATED AS RV LOTS EXCEPT THE FOLLOWING
PARCELS WHICH ARE DESIGNATED AS MOBILE HOME LOTS:

2W
3W
4W
5W
6W
7W
8W
9W
10W
12W
14W
16W
1AE
1E
2E
3E
4E
5E
6E
7E
8E
9E
10E
11E
13E
15E

AND EXCEPT THE FOLLOWING PARCELS WHICH ARE DESIGNATED AS
COMMON PARKING AREAS (COMMON ELEMENTS): 22W, 24W, 26W, 28W,
30W, 32W, 34W, 36W and 38W.



**EXHIBIT E-2
SCHEDULE OF ENCROACHMENTS**

Lot #	Encroachs on Lot #	Type of Encroachment
102 East	100 East	Florida Room
100 East	98 East	Shed
98 East	96 East	Screen by one inch (1")
107 East	109 East	Slide out
105 East	107 East	Sewer Line
84 East	82 East	Slide Out
80 East		Electric Meter in Middle of Lot
89 East		Electric Meter is from 91
74 East	72 East	Shed
68 East	66 East	Slide Out
66 East	64 East	Shed
58 East	56 East	Possible Shed
54 East	52 East	Shed
44 East	42 East	Sun Room
51 East	49 East	Shed
42 East	40 East	Shed
30 East	32 East	Florida Room
23 East	25 East	Electric Meter
23 West	25 West	Electric Meter
35 West	37 West	Shed
39 West	37 West	Shed/Florida Room
41 West	43 West	Slide Out
43 West	41 West	Shed
49 West	51 West	Electric Meter
50 West	48 West	Slide Out
55 West	57 West	Slide Out
63 West	61 West	Shed
64 West	66 West	Shed
77 West	79 West	Shed
79 West	81 West	Shed/Florida Room
85 West	93 West	Shed
91 West	93 West	Slide Out
107 West	105 West	Sun Porch
109 West	111 West	Rear Dock
113 West	115 West	Slide Out

EXHIBIT C

Lot Designations

EXHIBIT "C"

LOT # W	DESIGNATION	LOT # E	DESIGNATION
2W	MH	1A E	MH
3W	MH	1E	MH
4W	MH	2E	MH
5W	MH	3E	MH
6W	MH	4E	MH
7W	MH	5E	MH
8W	MH	6E	MH
9W	MH	7E	MH
10W	MH	8E	T
12W	MH	9E	MH
14W	T	10E	MH
16W	MH	11E	MH
21W	PRV	13E	MH
22W	PRV	15E	T
23W	PRV	19E	PRV
24W	T	20E	T
25W	PRV	22E	PRV
26W	T	24E	PRV
27W	PRV	26E	PRV
28W	T	28E	PRV
29W	PRV	29E	PRV
30W	T	30E	PRV
31W	PRV	31E	PRV
32W	T	32E	PRV
33W	PRV	33E	T
34W	T	34E	T
35W	PRV	35E	PRV
36W	T	36E	PRV
37W	PRV	37E	T
38W	T	38E	PRV
38A W	T	39E	T
39W	PRV	40E	PRV
40W	PRV	41E	T
41W	PRV	42E	PRV
42W	PRV	43E	PRV
43W	PRV	44E	PRV
44W	PRV	45E	T
45W	PRV	46E	PRV
46W	PRV	47E	PRV
47W	PRV	48E	PRV
48W	PRV	49E	PRV
49W	PRV	50E	PRV
50W	PRV	51E	PRV
51W	PRV	52E	PRV
52W	PRV	53E	PRV
53W	PRV	54E	PRV
54W	PRV	55E	PRV

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PRV = Permanent RV

T = Transient Lot

MH = Mobile Home

EXHIBIT C

Lot Designations

LOT # W	DESIGNATION	LOT # E	DESIGNATION
55W	PRV	56E	PRV
56W	T	57E	PRV
57W	T	58E	PRV
58W	T	59E	T
59W	PRV	60E	PRV
60W	PRV	61E	T
61W	PRV	62E	PRV
62W	PRV	63E	T
63W	PRV	64E	PRV
64W	PRV	65E	T
65W	PRV	66E	PRV
66W	PRV	67E	T
67W	PRV	68E	PRV
68W	PRV	69E	T
69W	PRV	70E	PRV
70W	PRV	71E	PRV
71W	PRV	72E	PRV
73W	PRV	73E	T
74W	PRV	74E	PRV
75W	PRV	75E	T
76W	PRV	76E	PRV
77W	PRV	77E	T
78W	PRV	78E	PRV
79W	PRV	79E	T
80W	T	80E	PRV
81W	PRV	81E	T
82W	PRV	82E	PRV
83W	PRV	83E	T
84W	T	84E	PRV
85W	PRV	85E	T
86W	T	86E	PRV
87W	PRV	87E	T
88W	T	88E	T
89W	PRV	89E	PRV
90W	T	90E	PRV
91W	PRV	91E	PRV
92W	PRV	92E	PRV
93W	PRV	93E	PRV
94W	T	94E	PRV
95W	PRV	95E	T
96W	T	96E	T
97W	T	97E	PRV
98W	PRV	98E	PRV
99W	PRV	99E	PRV
100W	T	100E	PRV
101W	PRV	101E	T
102W	T	102E	PRV
103W	PRV	103E	PRV

Doc# 1656824
Bk# 2313 Pg# 951

EXHIBIT C

Lot Designations

LOT # W	DESIGNATION	LOT # E	DESIGNATION
104W	T	105E	T
105W	PRV	107E	T
106W	T	109E	T
107W	PRV	111E	PRV
108W	T	113E	T
109W	PRV	115E	T
110W	T	117E	T
111W	PRV	119E	PRV
112W	T		
113W	PRV		
114W	T		
115W	T		

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BKN 2313 Pg# 952

MONROE COUNTY
OFFICIAL RECORDS