

June 5, 2015 - 2:52 PM



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CODE ENFORCEMENT DETAIL			
Case Number	CE14030127	Tenant	
Case Date	03-25-2014	Add Info	
Origination	4 - CDF	Status	C - CLOSED CASE STATUS
Operator	rumbergt	Officer	BOF
PROPERTY ON CASE			
RE	00088160000100	Owner	THURMOND STREET PARTNERS LLC
Property Address	2 THURMOND STREET	Owner Address	PO BOX 371578
City/State/Zip	KEY LARGO FL 33037	City/State/Zip	KEY LARGO FL 33037
		Phone	
CASE DESCRIPTION			
SHORT-TERM VACATION RENTAL AND WEDDINGS 2 PPL -			
400 PPL SR ZONE AND NO VR PERMIT			
COMPLAINT CODE(S)			
1: VACATION RENTAL			
2: VACATION RENTAL			
3: ZONING/USE VIOLATION			
4: ZONING/USE VIOLATION			
VIOLATION CODE(S)			
1: 134-1. (J)(1) -- VACATION RENTAL MANAGER LICENS			
2: 134-1.(K)(2) -- VACATION RENTAL USES/PERMIT RE			
NOTES			
2014-11-14 15:16:47 NEW OWNERS 09/22/2014			
THURMOND STREET PARTNERS LLC			
AKA DAVID MCGRAW			
CONDOMINIUM ASSOCIATION PAERWORK FILED 07/17/2014			
P/VP/T: DAVID MCGRAW			
INSPECTIONS/EVENTS DETAIL			
DATE	TIME	INSPECTION / EVENT TYPE	INSTRUCTIONS / COMMENTS
06-05-2015	14:50:20	CLOSE CASE EVENT	COPY OF RECEIPT MAILED TO PO BY LIAISON. NO LIEN FILED. CASE CLOSED. ORIGINAL FILE FOR SCANNING.
06-05-2015	13:58:22	PAYMENT RECEIVED	PAYMENT IN THE AMOUNT OF \$372.22 REC'D FOR COSTS (RECEIPT NO.02000024582)
05-26-2015	14:03:12	COMMENT CODE	IN COMPLIANCE 134-1. (J)(1) COMPLIANCE DATE WAS : 05/13/15
05-26-2015	14:03:02	COMMENT CODE	IN COMPLIANCE 134-1.(K)(2) COMPLIANCE DATE WAS : 05/13/15
05-26-2015	13:52:15	ACTION BY LIAISON	SR. DIRECTOR VERIFIED COMPLIANCE ON THIS CASE. INVOICE FOR COSTS IN THE

			AMOUNT OF \$373.22 MAILED TO PO BY LIAISON TODAY. COSTS PAYABLE WITHIN 30-DAYS
05-21-2015	14:53:31	COMMENT CODE	REVIEWED AND APPROVED FOR COMPLIANCE. CASE FILE RETURNED TO LIAISON. CJM
05-20-2015	09:26:13	COMMENT CODE	ORIGINAL FILE WITH SR. DIRECTOR FOR COMPLIANCE APPROVAL. COSTS DUE.
05-13-2015	11:33:30	REINSPECTION	CONDUCTED RESEARCH FOR COMPLIANCE. FOUND VACATION RENTAL MANAGERS LICENSE VR-15-07 ISSUED 2-17-2015; IN COMPLIANCE WITH 134-1.(J)(1) TERMINATION OF CONDOMINIUM & DECLARATION OF COVENANTS ESTABLISHING HOA WAS FOUND TO BE RECORDED WITH CLERK OF COURTS; IN COMPLIANCE WITH 134-1.9 (K)(2) CORPORATE RECORDS RESEARCH SHOWS AN ACTIVE FILING FOR KEY LARGO LIGHTHOUSE BEACH HOMEOWNERS ASSOCIATION. COMLIANCE EVIDENCE FOWARDED TO LIASON - N PETRICK
05-12-2015	09:56:52	REINSPECTION	AN EMAIL REQUEST FROM VIOLATOR'S ATTORNEY WAS FORWARDED TO ME FOR A COMPLIANCE CHECK.
03-30-2015	13:29:45	COMMENT CODE	ACA STEVE WILLIAMS RECEIVED A LETTER FROM ATTORNEY JIM LUPINO - AN HOA WILL BE FORMED TO BRING THE PROPERTY IN TO COMPLIANCE.
			WILL MONITOR THE CASE AND PERFORM A COMPLIANCE CHECK 5/15/2015 PER STIPULATED AGREEMENT.
03-09-2015	12:06:14	REF TO TOURIST DEV TAX AUDITOR	A REFERRAL OF SPECIAL MAGISTRATE WITH FINAL ORDER TO BE SENT TO TDC TAX AUDITOR IN ACCORDANCE WITH REFERRAL PROCEDURES
02-26-2015	12:05:12	INSPECTORS HEARING NOTES	SM HEARING NOTES: NO ONE PRESENT STIPULATED AGREEMENT APPROVED BY THE SPECIAL MAGISTRATE COMPLIANCE DATE OF 05/15/2015
02-26-2015	09:56:24	ACTION BY LIAISON	COPY OF FINAL ORDER AND STIP MAILED TO PO AND ATTY JAMES LUPINO VIA 1ST CLASS US MAIL ON 02/26/15.
02-26-2015	09:55:39	COMMENT CODE	ADDED FINE ON 134-1.(K)(2) START DATE: 05/16/15 FINE AMT: 500.00
02-26-2015	09:55:14	COMMENT CODE	ADDED FINE ON 134-1. (J)(1) START DATE: 05/16/15 FINE AMT: 500.00
02-26-2015	09:54:29	COMMENT CODE	COSTS CONTINUE TO ACCRUE UNTIL COMPLIANT AND CASE IS CLOSED.
02-26-2015	09:50:25	SM OR CEB ORDER	STIPULATION TO CODE VIOLATION AND FOR TIME TO COMPLY FOR FIRST TIME OFFENSES SIGNED BY DAVID MCGRAW ON 02/10/15. COSTS IMPOSED UNTIL COMPLIANT AND CASE IS CLOSED AND FINES IN THE AMOUNT OF \$500.00 FOR THE CHARGES OF 134-1.(J)(1) AND 134-1.(K)(2) PER DAY IF NOT COMPLIANT BY 05/15/15. NO REVIEW HEARING SET AT THIS TIME. THE SM APPROVED THE STIP AGREE AND ADDED IT TO THE FINAL ORDER.  NOTE: NO ONE PRESENT AT HEARING.
02-26-2015	09:39:07	SET FOR HEARING	
02-26-2015	09:34:07	SET FOR HEARING	
02-11-2015	12:14:43	STIPULATION AGRMT. SIGNED	

			COPY OF STIPULATED AGREEMENT RECEIVED
			ORIGINAL IN MAIL TO OUR OFFICE
02-11-2015	09:37:35	COMMENT CODE	LIAISON REC'D EMAILED COPY OF SIGNED STIP AGREEMENT. COMPLIANCE DATE: 05/15/15
02-05-2015	14:04:49	COMMENT CODE	COMMUNICATION FROM ATTNY JIM LUPINO - DRAFT A STIPULATED AGREEMENT FOR REVIEW COMPLIANCE DATE WOULD BE MAY 15,2015 TO OBTAIN THE REQUIRED PERMITS
01-20-2015	16:44:13	SENT TO LIAISON	ORIGINAL FILE TO LIAISON AND COPY TO INSPECTOR FOR 02/26/2015 HRG. CMARTIN
01-12-2015	12:54:40	COMMENT CODE	RECEIVED A PHONE CALL FROM JIM SAUNDERS REGARDING NOV/NOH HE IS GOING TO WORK ON AUTHORIZED 'DESIGNEE' PAPERWORK FOR STEVE WILLIAMS TO REVIEW (TO WORK ON BEHALF OF PROPERTY OWNER DAVID MCGRAW).  MR. SAUNDERS: - WILL DISCUSS THE VIOLATIONS AND OPTIONS WITH MR. MCGRAW (OUT OF STATE) AND THAT THE SPECIAL VACATION RENTAL PERMITS ARE REQUIRED.  - WILL CALL MATT COYLE IN PLANNING TO DISCUSS PROCESS OF VR PERMIT - WILL PROVIDE DESIGNEE AUTH FORM FOR APPROVAL -TR
01-12-2015	12:26:28	COMMENT CODE	RECEIVED GOOD SERVICE 1/9/2015 ON BOTH CERTIFIED ITEMS: CERT#: 7013 1090 0001 5110 7477 CERT#: 7013 1090 0001 5110 7460  ORIGINAL FILE PASSED TO MTHN ADMIN FOR COPY -TR
01-08-2015	14:00:22	COMMENT CODE	MAILED CERTIFIED ITEMS TO: THURMOND STREET PARTNERS LLC ATTN: DAVID MCGRAW AT THE FOLLOWING ADDRESSES: PO BOX 371578 KEY LARGO, GL 33037 CERT#: 7013 1090 0001 5110 7477  2 THURMOND ST KEY LARGO, FL 33037-2342 CERT#: 7013 1090 0001 5110 7460
01-07-2015	16:38:20	ACTION BY ADMIN	ORIGINAL FILE IN MTHN ADMIN OFFICE WAITING ON GOOD SERVICE -TR PREPARED NOV/NOH FOR 2/26/2015 HRG PER INSPECTOR'S REQUEST IN THE ABSENCE OF THE MTH ADMIN. SENT LETTERS TO INSPECTOR VIA EMAIL. -B.RIGBY
01-07-2015	12:33:52	COMMENT CODE	PASSED ORIGINAL FILE TO SR. ADMINISTRATOR FOR REVIEW OF CASE FILE AND NOV/NOH REVIEW AND APPROVAL -TR
01-07-2015	10:08:11	NOTICE OF VIOLATION/HEARING	PASSED CASE FILE INFORMATION TO KEY LARGO ADMIN B. RIGBY FOR NOV/NOH PREPARATION FOR FEB. 26, 2015 SM HEARING -TR
01-07-2015	10:07:08	COMMENT CODE	ATTEMPTED TO CALL MR. MCGRAW @ THE PHONE # GIVEN 305-393-4513: "PHONE NUMBER NOT REACHABLE"
12-29-2014	10:05:49	COMMENT CODE	

			ATTEMPTED TO CALL MR. MCGRAW @ PHONE # GIVEN 305-393-4513. NO VOICE MAIL SET UP
12-11-2014	15:10:21	COMMENT CODE	ATTEMPTED TO CALL MR. MCGRAW WITH CONTACT NUMBER PREVIOUSLY GIVEN.  THE VOICEMAIL IS NOT SET UP AND UNABLE TO CONTACT HIM.  PER DIRECTOR NORMAN, ISSUE A NOV/NOH FOR PROPERTY OWNER TO OBTAIN VR PERMITS.
12-11-2014	15:07:56	COMMENT CODE	MEETING WITH ACA STEVE WILLIAMS, ACA LISA GRANGER, DIRECTOR RONDA NORMAN AND SR. ADMINISTRATOR CYNTHIA MCPHERSON.  DISCUSSED THE CONDO ASSOCIATION PAPERWORK AND THE RENTAL OF THE SF RESIDENCE IN SR LAND USE DISTRICT.  HOA PAPERWORK WOULD BE THE APPROPRIATE PAPERWORK TO FILE TO AVOID OBTAINING A VACATION RENTAL PERMIT FOR THE PROPERTY.  SEND NOV/NOH ADVISE MR. DAVID MCGRAW THAT VR PERMIT IS REQUIRED FOR THE SHORT TERM ADVERTISING AND RENTAL OF THE PROPERTY LOCATED AT 2 THURMOND ST, KEY LARGO.
11-14-2014	15:29:51	COMMENT CODE	ATTEMPTED TO CALL MR. MCGRAW TO ADVISE THAT ACA GRANGER WOULD NEED TO REVIEW COA PAPERWORK BEFORE A FINAL DETERMINATION ON HOW TO PROCEED.  305-393-4513 - VOICEMAIL NOT SET UP. UNABLE TO LEAVE A MESSAGE  PASSED COA PAPERWORK TO ACA GRANGER WITH A RECENT PRINT OUT OF THE EGOV FOR HER REVIEW.  INSPECTOR OUT OF THE OFFICE UNTIL 11/24/2014
11-13-2014	13:16:58	MAKE VIOLATION	MAKEVIO RECORDED RUMBERGT
11-13-2014	13:14:33	COMMENT CODE	SPOKE TO DAVID MCGRAW. WE DISCUSSED THE VR PERMIT REQUIREMENTS FOR THE SFR IN SR LAND USE DISTRICT.  HE SAID HE THOUGHT WITH CONDO ASSOCIATION PAPERWORK HE WAS COMPLIANT.  I SAID I WOULD DISCUSS WITH ACA GRANGER AND PLANNING DEPT.  HOWEVER, CONDO PAPERWORK DOES NOT INDICATE ANYTHING WITH REGARDS TO SHORT TERM RENTAL OF SINGLE FAMILY RESIDENCE ONLY CONDOMINIUMS, ETC.
10-27-2014	15:29:58	GOOD SERVICE ON CERT MAIL ITEM	RECEIVED GOOD SERVICE ON COURTESY NOTICE/LETTER ON 10/27/2014. CERT#:7013 1710 0000 2973 1640 PASSED ORIGINAL FILE TO INSPECTOR FOR REVIEW AND COMPLETE EXHIBITS.CMARTIN
10-21-2014	14:46:29	ACTION BY ADMIN	MAILED COPY OF COURTESY NOTICE/LETTER VIA CERTIFIED MAIL ON 10/21/2014. CERT# 7013 1710 0000 2973 1640 RETURNED ORIGINAL FILE TO INSPECTOR FOR REVIEW. CMARTIN

10-06-2014	10:51:56	GOOD SERVICE ON CERT MAIL ITEM	RECEIVED GOOD SERVICE ON COURTESY NOTICE/LETTER ON 10/06/2014. CERT#: 7013 1710 0000 2973 1527 PASSED ORIGINAL FILE TO INSPECTOR FOR REVIEW AND COMPLETE EXHIBITS. CMARTIN
10-03-2014	11:21:28	ACTION BY ADMIN	MAILED COPY OF COURTESY NOTICE/LETTER VIA CERTIFIED MAIL ON 10/03/2014. CERT# 7013 1710 0000 2973 1527 RETURNED ORIGINAL FILE TO INSPECTOR FOR REVIEW. CMARTIN
10-02-2014	13:17:38	GOOD SERVICE ON CERT MAIL ITEM	RECEIVED GOOD SERVICE ON COURTESY NOTICE/LETTER ON 10/02/2014. CERT#: 7013 1710 0000 2973 1503 CMARTIN
09-30-2014	16:14:40	ACTION BY ADMIN	MAILED COPY OF COURTESY NOTICE/LETTER VIA CERTIFIED MAIL ON 09/30/2014. CERT# 7013 1710 0000 2973 1503 RETURNED ORIGINAL FILE TO INSPECTOR FOR REVIEW. CMARTIN
09-30-2014	14:13:08	COMMENT CODE	APPROVED COURTESY NOTICE. CASE FILE FORWARDED TO INSPECTOR RUMBERGER. CJM
09-29-2014	13:12:09	VACATION RENTAL COURTESY LTR	PREPARED A VACATION RENTAL COURTESY LETTER. TO BE MAILED TO THE REGISTERED AGENT: DS INVESTMENTS I LLC ATTN: DONALD E. STADNIK 13815 NORTH INDIAN RIVER DRIVE SEBASTIAN, FL 32958  COPY OF ADVERTISEMENT INCLUDED FOR REFERENCE.  PROPERTY OWNER WILL NEED TO SUBMIT AN APPLICATION WITHIN 30 DAYS OF RECEIPT OF THE COURTESY LETTER, OTHERWISE A NOV/NOH WILL BE ISSUED.
09-29-2014	13:11:12	REINSPECTION	RESEARCH REVEALS THAT THE PROPERTY CONTINUES TO BE ADVERTISED FOR SHORT TERM RENTALS OF LESS THAN 28 DAYS WITHOUT A SPECIAL VACATION RENTAL PERMIT.  NO COMMUNICATION WITH PROPERTY OWNER/AGENT.
09-05-2014	13:06:49	COMMENT CODE	SPOKE WITH JOEL YOUNG - REALTOR FOR DAVID MCGRAW (AGENT FOR PROPERTY OWNER).  ADVISED MR. YOUNG THAT A SPECIAL VACATION RENTAL PERMIT IS REQUIRED FOR THE SHORT TERM RENTALS ON THE PROPERTY AS IT IS A SR (SUBURBAN RESIDENTIAL LAND USE DISTRICT).  ALSO SUGGESTED THAT THE PROPERTY OWNER ADDRESS THE 'USES' ON THE PROPERTY WITH THE PLANNING DEPT. TO AVOID ANY NON-COMPLIANT ISSUES.  MR. YOUNG DID STATE THAT THE PROPERTY OWNER HAD 'CONDO ASSOCIATION' PAPERWORK FOR THIS PROPERTY .  I ASKED FOR A COPY OF THE PAPERWORK, A THE COUNTY DOES NOT HAVE ANY RECORD OF SAID PAPERWORK AND ALL INFORMATION WOULD NEED TO BE REVIEWED.  MR. YOUNG DID STATE THAT HE WOULD

			DISCUSS THESE ITEMS WITH THE PROPERTY OWNER/AGENT.
06-03-2014	13:04:43	COMMENT CODE	MEETING WITH PLANNING DIRECTOR; COUNTY ATTORNEY'S; SR. PLANNERS TO DISCUSS THE PROPERTY: 1. SPECIAL VACATION RENTAL PERMIT WOULD BE REQUIRED TO CONTINUE SHORT TERM RENTALS OF LESS THAN 28 DAYS. 2. WEDDINGS/EVENTS, ETC: SHOULD BE ADDRESSED AS IT IS COMMERCIAL USE.
04-30-2014	12:58:30	COMMENT CODE	REVIEWED CASE FILE WITH ACA GRANGER AND P.MORRIS. MEMO OF PROPERTY DETAIL AND ACTIVITIES SENT VIA EMAIL TO PETER FOR REVIEW.
04-04-2014	12:56:44	COMMENT CODE	RESPONSE FROM PLANNING VIA EMAIL: PERMITS: ALL PERMITS ASSOCIATED WITH THIS PROPERTY ARE BUILDING PERMITS FOR BASIC REPAIR AND UPKEEP OF PROPERTY. NO VACATION RENTAL PERMITS ARE ASSOCIATED WITH THIS RE# OR ADDRESS. SPECIAL APPROVALS: FOUR SPECIAL APPROVALS ARE ASSOCIATED WITH THIS PROPERTY; HOWEVER, THEY ALL INVOLVE TDR'S AND THE PURCHASE OF TDRS AND ARE NOT ASSOCIATED WITH VACATION RENTAL APPROVAL.  CONCLUSION: BASED ON MY RESEARCH, NO VACATION RENTAL APPROVAL IS ASSOCIATED WITH ANY OF THESE PROPERTIES.
03-25-2014	15:38:54	CREATE A CASE	COMPLAINT RECORDED BY RUMBERGT
03-25-2014	10:59:31	REFERRAL TO PLANNING DEPT	REFERRAL TO PLANNING DEPARTMENT TO DETERMINE IF ANY PRIOR APPROVALS HAVE BEEN GIVEN/ARCHIVED.
03-13-2014	11:03:12	COMMENT CODE	JOE HABERMAN (PLANNING) EMAILED: THAT HE HAS NOT COMPLETED ANY FURTHER ANALYSIS SINCE FEBRUARY 3, 2014 CORRESPONDENCE.  EMAIL IN FILE
03-13-2014	11:02:10	COMMENT CODE	EMAILED J. HABERMAN TO SEE IF HE HAS AN UPDATE ON THE PROPERTY SINCE THE TDR FEB 2014.
03-13-2014	10:56:48	COMMENT CODE	REVIEWED FILE WITH ACA GRANGER - EVENTS/WEDDINGS ON PREMISES - SHORT-TERM RENTALS OF LESS THAN 28 DAYS ARE OCCURING ON PREMISES - ADVERTISEMENTS LOCATED ON VRBO#189525 AND KEYLARGOLIGHTHOUSE&MARINA.COM (ALL-INCLUSIVE WEDDING/VACATION RENTALCOMPANY) AKA SUNSET BEACH WEDDINGS, INC
02-14-2014	10:55:11	VACATION RENTAL INSPECTION	VRI CONDUCTED - TO REVIEW PROPERTY HIGH CONCRETE WALL NO VIEW OF PROPERTY GATE ON US1 UNABLE TO VIEW THE VACATION RENTAL HOME OR BACK PROPERTY WHERE EVENTS/WEDDINGS OCCUR

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BEFORE THE COUNTY CODE COMPLIANCE SPECIAL MAGISTRATE  
MONROE COUNTY, FLORIDA

MONROE COUNTY FLORIDA,

Petitioner,

Case No. CE 14030127

vs.

Subject Property Real Estate Number:

Thurmond Street  
Partners LLC

00088160-000100

Respondent(s).

**FINAL ORDER**

Having fully considered the evidence presented at hearing, including testimony of the Code Compliance Inspector(s) and/or witnesses under oath, the following Findings of Fact and Conclusions of Law are ORDERED:

The Respondent(s) and/or Authorized Representative **SIGNED A STIPULATION AGREEMENT WITH MONROE COUNTY** were not present and did not contest the violation(s) set forth in the Notice of Violation/Notice of Hearing which is incorporated herein as if fully set forth.

- The Respondent(s) is/are the owner(s) of property located within Monroe County and was/were duly noticed of the hearing.
- The Respondent(s) is/are in violation of the Monroe County Code(s) as fully set forth in the Notice of Violation/Notice of Hearing served upon the Respondent(s).
- The violation(s) is found to be irreparable or irreversible and a one-time fine of \$ \_\_\_\_\_ is ORDERED, payable within \_\_\_\_\_ days of this Order.
- Pursuant to Section 162.07(2) of Florida Statutes all costs incurred by the County in prosecuting the case is ordered to be paid within thirty (30) days of compliance. Costs will continue to accrue until compliance is achieved and the case is closed.
- The Respondent(s) shall comply with the Code(s) referred to in the Notice of Violation/Notice of Hearing on or before 5/15/15 ("THE COMPLIANCE DATE").
- In the event the violation(s) were or are not corrected on THE COMPLIANCE DATE PREVIOUSLY ORDERED or on THE COMPLIANCE DATE SET FORTH HEREIN, fine(s) in the dollar amount of: \$

134-1(J)(1) \$ 500.00

134-1(K)(2) \$ 500.00

(PER AGREEMENT)

for each day beginning on THE DAY AFTER THE COMPLIANCE DATE that the Respondent(s) is/are in violation is/are hereby ORDERED.

- It is further ordered, that the County is hereby authorized to make all reasonable repairs including demolition which are required to bring the property into compliance and charge the Respondent(s) with the cost of repairs incurred by the County, the costs of prosecution incurred by the County and any fines Ordered in this matter.
- The Respondent(s) were in violation of the MONROE COUNTY Code(s) as fully set forth in the Notice of Violation/Notice of Hearing filed in this case and did not come into compliance on or before THE COMPLIANCE DATE but are now in compliance. The Respondent(s) shall pay the total amount of cost and/or fines (\$ \_\_\_\_\_) to Monroe County Code Compliance within thirty (30) days of this Order.

**STIPULATION AGREEMENT IS ATTACHED HERETO AND INCORPORATED HEREIN.**

In the event of nonpayment of fines and/or costs imposed on Respondent(s), a certified copy of this Order may be recorded in the public records and shall thereafter constitute a lien against the land on which the violation or violations exist and upon any other real or personal property owned by the violator. The County may institute foreclosure proceedings if the lien remains unpaid for three months and/or may sue to recover money judgment for the amount of the lien plus accrued interest. Please make checks payable to Monroe County Code Compliance and mail to: Monroe County Code Compliance, Attn: Office of the Liaison, 2798 Overseas Hwy., Suite 330, Marathon, FL 33050.

**IT IS THE RESPONDENT(S) RESPONSIBILITY TO REQUEST A REINSPECTION TO DETERMINE WHETHER THE PROPERTY IS COMPLIANT BY CALLING CODE COMPLIANCE AT (305) 453-8806 FOR THE UPPER KEYS; (305) 289-2810 FOR THE MIDDLE KEYS; (305) 292-4495 FOR THE LOWER KEYS.**

DATED this 26<sup>TH</sup> day of February, 20 15

John G. Van Lanningham, Special Magistrate

**FINAL ORDER PAGE 2**

**CASE NUMBER: CE14030127**

Respondent(s) mailing address of record with the Monroe County Property Appraiser's Office:

**THURMOND STREET PARTNERS LLC  
PO BOX 371578  
KEY LARGO, FL 33037**

Location of Subject Property:  
2 THURMOND STREET  
KEY LARGO, FL 33037

RE NUMBER: 00088160000100

**CERTIFICATE OF ORDER**

I hereby certify that this is a true and correct copy of the above Order.



Nicole M. Petrick, Liaison

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of this Order has been furnished to the Respondent(s) via hand delivery / first class U.S. mail to Respondent(s) address of record with the Monroe County Property Appraiser's Office as referenced above and/or Authorized Representative

James Lupino, Esq. on this 26<sup>TH</sup> day of Feb., 20 15.



Nicole M. Petrick, Liaison



**MONROE COUNTY CODE COMPLIANCE  
SPECIAL MAGISTRATE**

Monroe County Code Compliance  
Petitioner

vs.

Case Number : **CE14030127**

**THURMOND STREET PARTNERS LLC / DAVID MCGRAW**

Respondent(s)

**STIPULATION TO CODE VIOLATION AND FOR TIME TO COMPLY  
FOR FIRST TIME OFFENSES**

**In the matter of:  
Re# 00088160-000100  
2 Thurmond Street, Key Largo, Florida 33037**

**Thurmond Street Partners LLC / David McGraw** (hereinafter referred to jointly and severally as "Respondent(s)") and Monroe County Code Enforcement ("Petitioner"), by and through the undersigned individuals, hereby agree and stipulate to the following:

1. Respondent(s) agrees that I/we received the Notice of Hearing issued in this case, and that a hearing is scheduled to be heard on **February 26th, 2015** to determine whether the charges alleged in the Notice of Violation and Notice of Hearing are accurate and supported by substantial evidence ("Hearing").

2. Respondent(s) agrees that the violation(s) exist as alleged in the Notice of Violation which was served in this matter. Respondent(s) understands that he/she could appear at the Hearing and contest any evidence to be submitted by Code

Enforcement. However, by entering into this Stipulation, Respondent(s) understands and agrees that:

- (a) Respondent(s) need not appear at the Hearing, but instead, stipulates to entry of the finding against Respondent(s); and
- (b) Any evidence in the Code Compliance file will be deemed the record in the case; and
- (c) Respondent(s) waives the right to appeal any finding of violation or order that he or she would otherwise have under Section 162.11, Florida Statutes.

3. The Respondent(s) understand that the use of this property as a short term vacation rental without the required exemptions, permits, approvals and inspections is a threat to public health, safety and welfare and the violations are irreparable and irreversible in nature.

4. The Respondent(s) agrees to cease and desist all short term vacation rental(s) without an exemption or permit of this property and provide proof of same on or before May 15th, 2015.

5. The Respondent(s) also understands that a fine of \$500.00 per violation shall accrue daily if the exemption or permit is not finalized with approvals by May 15<sup>th</sup>, 2015 (Compliance date).

- **134-1.(k)(2) It is unlawful for any landlord, tenant, agent or other representative of a landlord to rent, lease, advertise or hold out for**

rent any dwelling unit for a short term (less than 28 day) rental without a Special Vacation Rental Permit, except as otherwise exempted under this section. \$500.00 per day

- **134-1.(j)(1) Failure to obtain Monroe County Special Vacation Manager's License. \$500.00 per day**

6. The Respondent(s) agree to pay all costs incurred in prosecuting the case within 30 days of compliance and that such costs shall be imposed as a lien under Section 162.09(2)(d), Florida Statutes, and Monroe County Code section 8-29(b).

7. Respondent(s) specifically agree that this Stipulation Agreement shall be recorded in the public records of the County and shall constitute notice to subsequent purchasers, successors in interests, or assigns that the violations of Monroe County Code 134-1.(k)(2) & 134-1.(j)(1) exists. This Stipulation Agreement shall be recorded as a lien against the property and upon any other real or personal property owned by the Respondent(s) if the property is not brought into compliance by the date specified in paragraph 4 and 5.

8. Respondent(s) agrees and represents that Respondent(s) entered into this Stipulation of the Respondent(s)'s own free will. Respondent(s) further understands and agrees that he/she has the right to consult with counsel prior to signing this Stipulation, and has done so or has elected to waive this right.

9. The parties understand and agree that the Respondent(s) may revoke this Stipulation and that such revocation must be done in writing or done in person with Inspector Teri Rumberger by the end of business February 18th, 2015.

By signing this Stipulation, both parties represent that they have READ, UNDERSTOOD, AND CONSENT to its terms and conditions.

David McGraw 2/10/2015  
Signature of Respondent(s) / Date

DAVID McGraw  
Thurmond Street Partners LLC / David McGraw  
Print Name

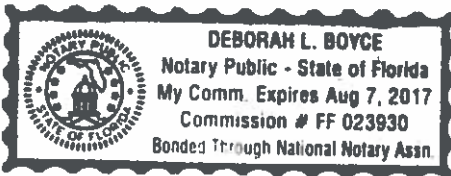
STATE OF FLORIDA  
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

David McGraw who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 10th day of Feb. 2015

Deborah L. Boyce  
NOTARY PUBLIC

My commission expires \_\_\_\_\_ 20\_\_ :



Teri Rumberger 2/12/15  
Signature of Petitioner (County) / Date

Teri Rumberger  
Print name

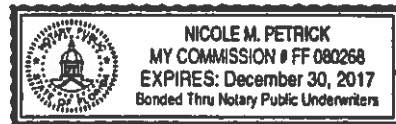
STATE OF Florida  
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Teri Rumberger who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this 12th day of Feb. 2015

Nicole M. Petrick  
NOTARY PUBLIC

My commission expires 12/30 2017.



County of Monroe  
Code Compliance Department  
2798 Overseas Highway  
Marathon, Florida 33050



**NOTICE OF VIOLATION/NOTICE OF HEARING**

**To: THURMOND STREET PARTNERS LLC  
ATTN: DAVID MCGRAW  
PO BOX 371578  
KEY LARGO, FL 33037**

**Case Number: CE14030127**

**Location: 2 THURMOND STREET, KEY LARGO, FL 33037  
Re Number: 00088160000100**

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 01/13/2014 and subsequently found the following violation(s) of the Monroe County Code:

134-1. (j)(1) - VACATION RENTAL MANAGER LICENSE  
Failure to obtain Monroe County Special Vacation  
Manager's License

Corrective Action Required:  
CONTACT THE MONROE COUNTY PLANNING DEPARTMENT FOR THE  
APPROPRIATE APPLICATION FOR A VACATION RENTAL MANAGERS  
LICENSE.  
MIDDLE AND LOWER KEYS(305)289-2589  
UPPER KEYS (305)453-8800

134-1.(k)(2) - VACATION RENTAL USES/PERMIT REQUIRED

It shall be unlawful for any landlord, tenant,  
agent or other representative of a landlord to  
rent, lease, advertise or hold out for rent any  
dwelling unit for a vacation rental use without a  
special vacation rental permit, except as  
otherwise exempted under this section

Corrective Action Required:  
CEASE AND DESIST THE RENTAL, LEASE, ADVERTISING OR HOLDING  
OUT OF THE PROPERTY FOR RENTALS OF LESS THAN 28 DAYS UNTIL A  
SPECIAL VACATION RENTAL PERMIT IS OBTAINED.



PLEASE TAKE NOTICE that a **Public Hearing** will be conducted by the Special Magistrate in the above case on **02/26/2015 at 9:00 AM** at the **Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida.**

You can avoid attending the hearing if all violation(s) noted above are corrected by N/A and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. **THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.**

You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, prior to the date of the hearing:

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance **DOES NOT GUARANTEE** a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.



**MONROE COUNTY FLORIDA  
CODE ENFORCEMENT DEPARTMENT**

**REGISTERED MAIL  
RECEIPTS**

Complaint Number: CE 14030127

PO BOX 371578

**CERT #:**  
7013 1090 0001 5110 7477

**GOOD SERVICE:** 1/9/15  
**NO SERVICE:** \_\_\_\_\_

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

THURMOND STREET PARTNERS LLC  
ATTN: DAVID MCGRAW  
P.O. BOX 371578  
KEY LARGO, FL 33037-2342

2. Article Number  
(Transfer from service label)

7013 1090 0001 5110 7477

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  [Signature]  Agent
- B. Received by (Printed Name)  David McGraw  Addressee
- C. Date of Delivery  1-9-15
- D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.
- 4. Restricted Delivery? (Extra Fee)  Yes  No

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total</b>	

**THURMOND STREET PARTNERS LLC  
ATTN: DAVID MCGRAW  
P.O. BOX 371578  
KEY LARGO, FL 33037-2342**

Sent 7  
Street or PO  
City, FL

CE 14030127

Postmark Here

PS Form 3800, August 2006

See Reverse for Instructions

4442 DTTS T000 060T ETD?

**PETITIONER'S EXHIBIT**  
1  
40 of 8

County of Monroe  
Code Compliance Department  
2798 Overseas Highway  
Marathon, Florida 33050



**NOTICE OF VIOLATION/NOTICE OF HEARING**

**To: THURMOND STREET PARTNERS LLC  
ATTN: DAVID MCGRAW  
2 THURMOND STREET  
KEY LARGO, FL 33037**

**Case Number: CE14030127**

**Location: 2 THURMOND STREET, KEY LARGO, FL 33037  
Re Number: 00088160000100**

DEAR PROPERTY OWNER,

You are hereby notified that an investigation of the above property was initiated on 01/13/2014 and subsequently found the following violation(s) of the Monroe County Code:

134-1. (j)(1) - VACATION RENTAL MANAGER LICENSE  
Failure to obtain Monroe County Special Vacation  
Manager's License

Corrective Action Required:

CONTACT THE MONROE COUNTY PLANNING DEPARTMENT FOR THE  
APPROPRIATE APPLICATION FOR A VACATION RENTAL MANAGERS  
LICENSE.

MIDDLE AND LOWER KEYS(305)289-2589  
UPPER KEYS (305)453-8800

134-1.(k)(2) - VACATION RENTAL USES/PERMIT REQUIRED

It shall be unlawful for any landlord, tenant,  
agent or other representative of a landlord to  
rent, lease, advertise or hold out for rent any  
dwelling unit for a vacation rental use without a  
special vacation rental permit, except as  
otherwise exempted under this section

Corrective Action Required:

CEASE AND DESIST THE RENTAL, LEASE, ADVERTISING OR HOLDING  
OUT OF THE PROPERTY FOR RENTALS OF LESS THAN 28 DAYS UNTIL A  
SPECIAL VACATION RENTAL PERMIT IS OBTAINED.





(✓) PLEASE TAKE NOTICE that a **Public Hearing will be conducted by the Special Magistrate in the above case on 02/26/2015 at 9:00 AM at the Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida.**

( ) You can avoid attending the hearing if all violation(s) noted above are corrected by N/A and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

(✓) The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

( ) The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

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You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance **DOES NOT GUARANTEE** a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.



NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

Teri Rumberger  
RUMBERGER, TERI  
Code Inspector

Lower Keys: 5503 College Road, Suite 204  
Key West, FL 33040 (305) 292-4495  
Middle Keys: 2798 Overseas Highway, Suite 330  
Marathon, FL 33050 (305) 289-2810  
Upper Keys: 102050 Overseas Highway  
Key Largo, FL 33037 (305) 453-8806

### CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1090 0001 5110 7460 on 4/8/14.

Heane Long  
Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".



**MONROE COUNTY FLORIDA  
CODE ENFORCEMENT DEPARTMENT**

**REGISTERED MAIL  
RECEIPTS**

Complaint Number: CE 14030127

*2 Thurmond St.*

CERT #: 7013 1090 0001 5110 7460

GOOD SERVICE: 1/9/15  
NO SERVICE: \_\_\_\_\_

**SENDER COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

THURMOND STREET PARTNERS LLC  
ATTN: DAVID MCGRAW  
2 THURMOND ST  
KEY LARGO, FL 33037-2342

2. Article Number

(Transfer from service label)

7013 1090 0001 5110 7460

PS Form 3811, February 2004

Domestic Return Receipt

102995-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
*[Signature]*  Addressee

B. Received by (Printed Name)  Date of Delivery  
*DAVID MCGRAW*  1/9/15

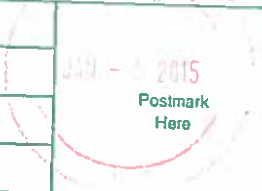
D. Is delivery address different from item 1?  No  
If YES, enter delivery address below:  Yes

3. Service Type

- Certified Mail
- Registered
- Insured Mail
- Express Mail
- Return Receipt for Merchandise
- C.O.D.
- Restricted Delivery? (Extra Fee)
- Yes

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total Paid: **THURMOND STREET PARTNERS LLC**  
**ATTN: DAVID MCGRAW**  
**2 THURMOND ST**  
**KEY LARGO, FL 33037-2342**

Sent To: \_\_\_\_\_  
Street, Apt or PO Box  
City, State

*CE 14030127*

0942 0RTS 1000 060T 8T0L

PS Form 3800, August 2006

See Reverse for Instructions

**PETITIONER'S EXHIBIT**  
1  
*8058*



Google earth

feet 800  
meters 200



PETITIONER'S  
EXHIBIT  
tabbles  
2  
10/21

1/6/2015

Monroe County - Growth Management - Web Map Application

Monroe County Monroe County Property Appraiser Help

Print Find RE Number Find AK Number Search Owner Name

1:2,463



**Results**

- 00088160-000100 (1)
  - Parcels (1)
    - 00088160-000100

**Map Contents**

- MonroeCountySDE\_Environmental\_Lay
  - Overview
  - MCPA
  - Historic Areas
  - Marsh Rabbit Buffer
  - Marsh Rabbit Habitat
  - Endangered Species
  - Habitat 2009
  - Tier Overlay District
  - FEMA
  - Zoning
  - FLUM (Draft)
  - 2006 Orthophotography
  - 2009 Orthophotography
  - 2012 Image catalog



SR land use

PETITIONER'S EXHIBIT  
2 of 21



To see all the details that are visible on the screen, use the "Print" link next to the map.





09/10/2012 00:02

**PETITIONER'S  
EXHIBIT**  
tabbles®  
2  
40F21



09/09/2012 23:57

PETITIONER'S  
EXHIBIT  
2  
5 of 21





PETITIONER'S  
EXHIBIT  
2  
6 of 21





Home - Weddings Florida Beach Weddings Florida Wedding Venues All Inclusive Destination Weddings Beach Weddings >> Contact

## Wedding venue accommodations

### Private Accommodations for 10 - 16 people.

Voted #1 - Best Florida Wedding Locations 2013 and 2014

2014 REMODEL AND REDECORATION TO ALL ROOMS

Having a Florida Keys wedding means you will be staying here for an extended period. So your accommodations are extra important. We are fussier than most properties because we take your wedding as seriously as you do. The buildings are maintained to a standard higher than you expect at a hotel or typical rental property. And the rooms will be cleaner. For you Northerners, take notice of the odor you find in the other Florida properties. The rooms might smell of mildew. This tropical climate breeds mold quickly in any area that is not clean. We absolutely know you won't have a moldy or musty odor in any of our rooms because they are cleaned to a higher standard.



© keylargolighthouse.com



The Bride's Suite opens directly onto the beach to give a real "Hollywood Entrance" to your ceremony.  
The suite consists of two bedrooms. This is the one called the Bride's Room. Notice the trundle bed and king bed.





The Bride's Suite consists of two adjoining bedrooms and two dressing/bathrooms.



**PETITIONER'S EXHIBIT**  
tabbles  
2  
10 of 21



This is the Bridesmaid's Room.

It adjoins the Bride's Room through the french doors to create one huge dressing area for you and your bride's maids to prepare on wedding day.



**PETITIONER'S EXHIBIT**  
2  
11 of 21



There are 5 beautiful bathrooms. This is one of two bath/dressing rooms in the Bride's Suite.

Notice the huge walk in shower and makeup area.



**PETITIONER'S EXHIBIT**  
 2  
 12 of 21



**PETITIONER'S EXHIBIT**  
tabbles  
2  
13 of 21



The Groom also has two king sized bedrooms. This is Groom's Bedroom #1.

It is located on the opposite side of the house from the Bride's Suite.



This is Groom's Bedroom #2. It is located very near Groom's Bedroom #1.

Both located on a separate hallway off the living and dining area.





© keylargolighthouse.com

Dining room looking toward living room.



© keylargolighthouse.com

Newly remodeled kitchen with Sun-Room on the right.

It has convenient access to all areas; the dining and living area on one side, and the sun-room and pool on the other





Sun-Room with two futons is located between the pool and the kitchen.

It boasts a very large shower and bathroom to accommodate guests using the beach or pool.

It also has two large refrigerators for beverages, TV and WiFi.



**PETITIONER'S EXHIBIT**  
tabbles  
2  
16 of 21



Pool looking as viewed from sun-room.



Living room with two fold out sofas and adjoining bathroom.



**PETITIONER'S EXHIBIT**  
tabbles  
2  
17 of 21



Choose your gallery to explore





Go back to [Florida Wedding venue page](#).

- Florida Wedding Venue
- Destination Weddings In Florida
- All Inclusive Florida Weddings
- Contact Us
- Destination Wedding Cost Weddings P.A.Q.
- Wedding Testimonials
- Florida Keys Weather

[Report Abuse](#) | Powered By [Google Sites](#)



key largo lighthouse beach

Web Maps Images Shopping News More Search tools

About 424,000 results (0.30 seconds)

Weddings key largo florida - KeyLargoResort.com

Ad www.keylargoresort.com/Weddings Plan Your Dream Wedding at Hilton's Key Largo Beach & Golf Resort.

Key Largo Lighthouse Beach Weddings Florida Keys ...

www.keylargolighthouse.com/ Unique beach weddings destination in the Florida Keys ... Beach Weddings at Key Largo Lighthouse Beach in the fabulous Florida Keys. Sunset at Beach ... 5.0 13 Google reviews Write a review Google+ page

98890 Overseas Highway, Key Largo, FL 33037 (305) 432-3135

Florida Beach Weddings, Destination Wedding Packages ...

www.keylargolighthouse.com/weddingsandevents My Florida destination wedding location, beach weddings, packages Beach ...

Wedding accommodations - Key Largo Lighthouse Beach ...

www.keylargolighthouse.com/florida...wedding-accommodations Wedding venue accommodations. Private Accommodations for 10 - 16 people.

Key Largo Lighthouse Beach Weddings - WeddingWire.com

www.weddingwire.com/.../key-largo-lighthouse-beach...ke... Rating: 4.8 - 32 reviews ... Dinner Location in Florida - The Florida Keys and surrounding areas. We allow you to request information from Key Largo Lighthouse Beach Weddings

Key Largo Lighthouse Beach Weddings - South Florida

www.theknot.com/.../Key-Largo-Lighthouse-Beach.../profile Rating: 5 - 24 reviews Results 1 - 20 of 24 - Plan the perfect wedding with everything you need on Key Largo Lighthouse Beach Weddings, including pictures, reviews, videos and more!

Images for key largo lighthouse beach

Report images



More images for key largo lighthouse beach

Private Homes Vacation Rental - VRBO 189525 - 4 BR Key ...

www.vrbo.com ... Key Largo Private Homes VRBO completely set up for your wedding. Check out our Key Largo Lighthouse website. Key Largo Lighthouse Beach style Wedding Extraordinaire! Key Largo

Key Largo Lighthouse Beach - YouTube



www.youtube.com/watch?v=lp6CvBvHfc Mar 21, 2014 - Uploaded by Bobby Doyle Key Largo Lighthouse Beach. <a href="channel/UCFKsjiKSCJwpYGZ4bQSjkQ" class="yt-ux. Bobby Doyle ...

Key Largo Lighthouse Beach Weddings - Key Largo, FL | Yelp

www.yelp.com ... Venues & Event Spaces Yelp Rating: 5 - 1 review 1 Review of Key Largo Lighthouse Beach Weddings "A friend of ours got married here tonight and we were so impressed with the venue. It's a beautiful house ...

Key Largo Lighthouse Beach Weddings - Key Largo, Florida ...

https://www.facebook.com/beachweddingskeylargolighthouse Key Largo Lighthouse Beach Weddings, Key Largo, Florida. 226 likes · 15 talking about this · 361 were here. "The difference between a good wedding and a ...



Key Largo Lighthouse Beach Weddings

Directions

5.0 13 Google reviews

Wedding Planner

Address: 98890 Overseas Highway, Key Largo, FL 33037

Phone: (305) 432-3135

Hours: Open today · 8:00 am - 5:00 pm

Reviews

Write a review



"The best part of it all is the cost of the property/wedding venue."



"You can't go wrong with choosing this location for your event."



"From the gorgeous view, to the tent holding the reception area, to the tiki bar!"

View all Google reviews

More reviews: theknot.com, weddingbee.com, superpages.com, marthastewartweddings.com

People also search for



Florida Keys Weddings TM



Florida Keys Wedding Packages



Coconut Cove Resort & Marina



Hilton Key Largo Resort

Feedback



Searches related to key largo lighthouse beach

- key largo lighthouse wedding cost    key largo lighthouse wedding price
- key largo lighthouse reviews        key largo hotels
- key largo lighthouse for sale        hilton key largo

1 2 3 4 5 6 7 8 9 10    Next

Key West, FL - From your Internet address - Use precise location - Learn more

Help   Send feedback   Privacy   Terms





(/)

Rental Guarantee (http://guarantee.homeaway.com/vrbo/) Advantages (http://www.vrbo.com/global/advantages.htm) Community (http://vacationrentals.vrbo.com/owner-community) Luxury (http://luxury.homeaway.com/?utm\_source=vrbo&utm\_medium=cross-brand&utm\_content=hp&utm\_campaign=vrbo-hp-lux) Help (http://help.vrbo.com)

Traveler login Owner login (/Accounts.mvc/OwnerDash) List your property (http://www.vrbo.com/cart/signup)

Destination, keywords, property id Arrival Departure Search

Home (http://www.vrbo.com) USA (http://www.vrbo.com/vacation-rentals/usa)

Florida (http://www.vrbo.com/vacation-rentals/usa/florida) Florida Keys (http://www.vrbo.com/vacation-rentals/usa/florida/keys)

Key Largo Area (http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area)

Key Largo (http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area/key-largo)

Private Homes (http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area/key-largo/private-homes)

VRBO Listing #189525

Like 2

# Very Private - 5 Acre Beachfront



Save to my favorites

**\$650 - \$6000**

per night (USD)

0

5 Bedroom / 2.5 Bathroom  
Sleeps 14

View calendar: Updated 12/02/13

Arrival Departure

Get an instant quote



Owner

Email owner

Call owner

Speaks: english, spanish

Overview Reviews Rates Calendar Location Owner Info Photos

Minimum stay: 1 night

Pets considered: Yes

No

Internet:

Wheel chair accessible: Yes

No

## Private Homes estate description

This property is enormous. Midweek special pricing. Up to 250 guests for your event. Big family vacation. Weddings. Family Reunions. Birthday parties. Check out our website.

Always make sure to call the number on the listing to confirm payment details. Only pay using credit card, PayPal, check, or direct bank transfer.

Learn More

(http://www.homeaway.com/info/secure-travelers/safe-payment-tips)

Add vacation protection services to your booking

Three services to protect your trip:

Protect your payment

you need to cancel

Guarantee the quality

of your expectations.

Ensure you're



**Property Type**

2400 sq. ft.

Estate

of accidental damage.

Get it now

**Accommodation Type**

Vacation Rental

**Meals**

Guests Provide Their Own Meals

**Suitability**

Minimum Age Limit For Renters:

*Renter signing the contract must be at least 25 years of age.*

Long-Term Renters Welcome

Non Smoking Only

Clothing Optional/Nude Sunbathing Nearby

Limited Accessibility

Pets Not Allowed

Children Welcome

**Bedrooms: 5 Bedrooms, Sleeps 14, Beds for 14**

Bedroom 1: 1 king

Bedroom 2: 1 king

Bedroom 3: 1 king

Bedroom 4: 1 king

Bedroom 5: 1 king

Bedroom 6: 2 sleep sofa /futon

*Two Queen sofa beds in family rec/TV room.*

King size beds (5), Queen sleep sofas (2)

**Bathrooms: 2 Bathrooms, 1 Half Bathroom**

Bathroom 1: toilet, shower

Bathroom 2: toilet, shower

Bathrooms for events

*Air conditioned bathrooms for up to 250 guests.*

**Kitchen & Dining**

Dining:

*Enclosed room located between the pool and the kitchen.*

Kitchen:

*Recently remodeled complete modern kitchen*

**Amenities**

Linens Provided

Towels Provided

Parking

Air Conditioning

Washing Machine

Clothes Dryer

Fireplace

**Entertainment**

Satellite / Cable

Television

**Communications**

Internet



**Pool & Spa**

Private Pool                      Heated Pool

**Outdoor Features**

Outdoor Grill                      Balcony                              Lawn / Garden

**Location & View**

Waterfront                              Beachfront

**Activities**

Surf Fishing	Cycling	Marina
Snorkeling	Wind-Surfing	Restaurants
Jet Skiing	Swimming	Reefs
Hiking	Deepsea Fishing	Massage Therapist
Pier Fishing	Scuba Diving Or Snorkeling	Laundromat
Snorkeling/Diving	Tennis	ATM/Bank
Fitness Center	Paddle Boating	Medical Services
Kayaking	Walking	Hospital
Parasailing	Beachcombing	Boating
Sailing	Sight Seeing	Bird Watching
Water Skiing	Eco Tourism	Groceries
Fishing	Coin Laundry	Wildlife Viewing

**Other Activities**

Outdoor activities are everywhere. After all, you really are living on a tropical island. Most of the activities are inexpensive, and many of the activities are free because they are right here on the property. You can find excellent snorkeling and some of the most fun fishing right here. People rent kayaks or jet skis or a boat for the week and practically live on the water. Many people come with plans to leave the property to do different activities every day but soon find themselves just hanging around on the property all day playing with the family.

**Reviews**

[Write a review \(http://www.vrbo.com/189525/reviews/write\)](http://www.vrbo.com/189525/reviews/write)

This property does not have any reviews yet.

[Be the first to write a review for this listing... \(http://www.vrbo.com/189525/reviews/write\)](http://www.vrbo.com/189525/reviews/write)

**Rates**

[Currency Conversion](#)

Rental basis: Per property

Rental rates quoted in: **USD**

Dates	Nightly	Wknd Night	Weekend	Weekly	Monthly *	Event
<b>Christmas</b> Dec 23 - Jan 6, 2015 1 night min stay	\$1000	\$6000 Fri, Sat		\$10000	\$32000	
Changeover Day: Tuesday						
<b>Large Gathering</b> Dec 16 - Dec 16, 2015 1 night min stay						\$6800 flat fee



Dates	Nightly	Wknd Night	Weekend	Weekly	Monthly *	Event
<b>My Standard Rate</b>	\$650	\$6000		\$8000	\$32000	
1 night min stay		Fri, Sat				
Changeover Day: Tuesday						

\* Approximate Monthly rates, actual rate will depend on the days of the month you stay

**Additional information about rental rates**

Rate clarification:

\$8,000 per week - Wednesday arrival Tuesday departure. Sunday, Monday, Tuesday, Wednesday, Thursday nights - \$650 per night. Thursday afternoon arrival and Sunday morning departure - \$7,000. Friday and Saturday nights combined - \$6,000 for the two nights combined Only one night, Friday night or Saturday night - \$4,000 per night/either night.

\$6,800 - \$10,800 add'l for events.

In full 90 days prior to arrival.

**Fees:**

Pet Fee:	\$500	Refundable Damage Deposit:	\$1800
cleaning:	\$400 + tax	Tax Rate	12.5%

**This owner accepts: Credit cards.**

Always make sure to call the number on the listing to confirm payment details. Only pay using credit card, PayPal, check or direct bank transfer. **NEVER** pay by cash or instant money transfer services such as Western Union or MoneyGram. [Learn more \(http://www.homeaway.com/info/security?Travelers/Safe-Payment-Tips\)](http://www.homeaway.com/info/security?Travelers/Safe-Payment-Tips)

**Don't forget your vacation protection!** [Get protected now \(http://www.vacationprotection.com?utm\\_source=vrbo&utm\\_medium=cross%20brand&utm\\_content=odprates&utm\\_campaign=vpcomxs\)](http://www.vacationprotection.com?utm_source=vrbo&utm_medium=cross%20brand&utm_content=odprates&utm_campaign=vpcomxs)

Adding our Vacation Protection services can make sure your getaway goes smoothly, no matter what. We offer Cancellation Protection, Carefree Rental Guarantee, and Damage Protection so you can truly relax.

- Protect your payments in case you need to cancel.
- Guarantee the rental meets your expectations.
- Ensure you're prepared in case of accidental damage.

**Calendar**

Last updated: 12/02/2013

Arrival	Departure	Check availability	<a href="#">Previous</a>	<a href="#">Next</a>																																																																																																																																																																																																																																																																																																			
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Nearest Airport: Miami International at 60 Miles

### Owner info

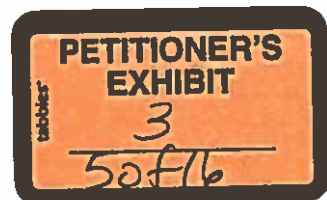


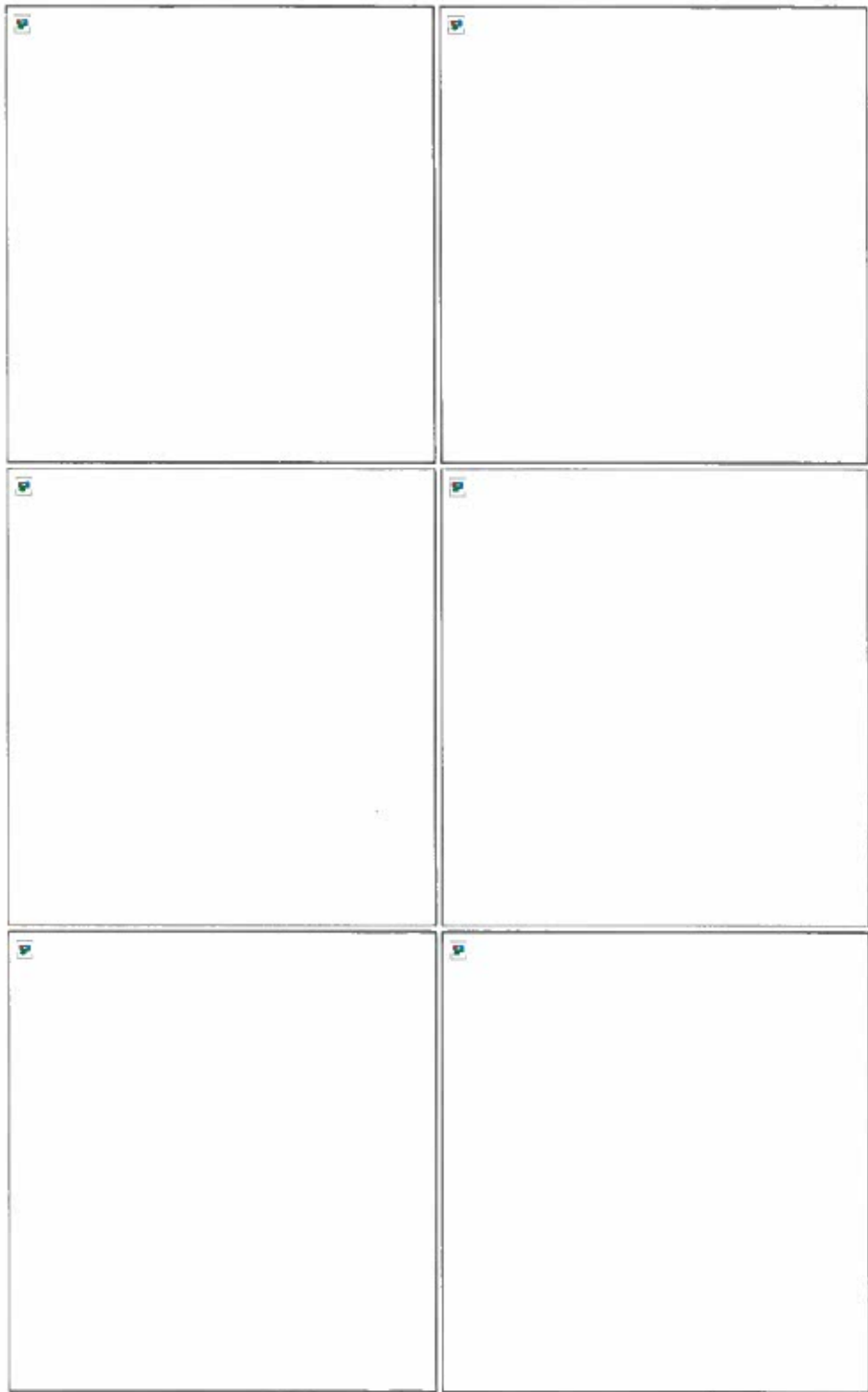
Year Purchased: 1999

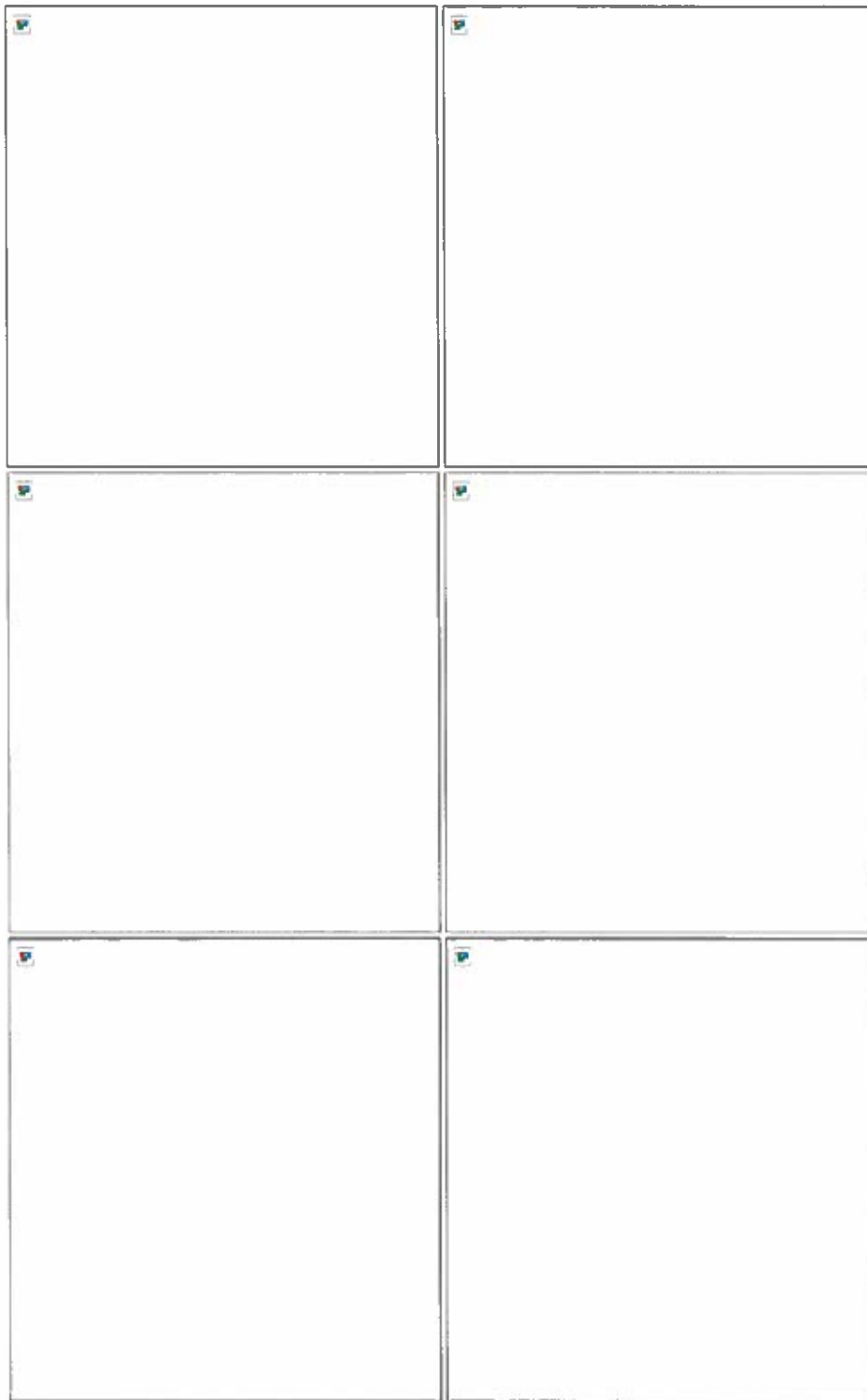
#### Contact us

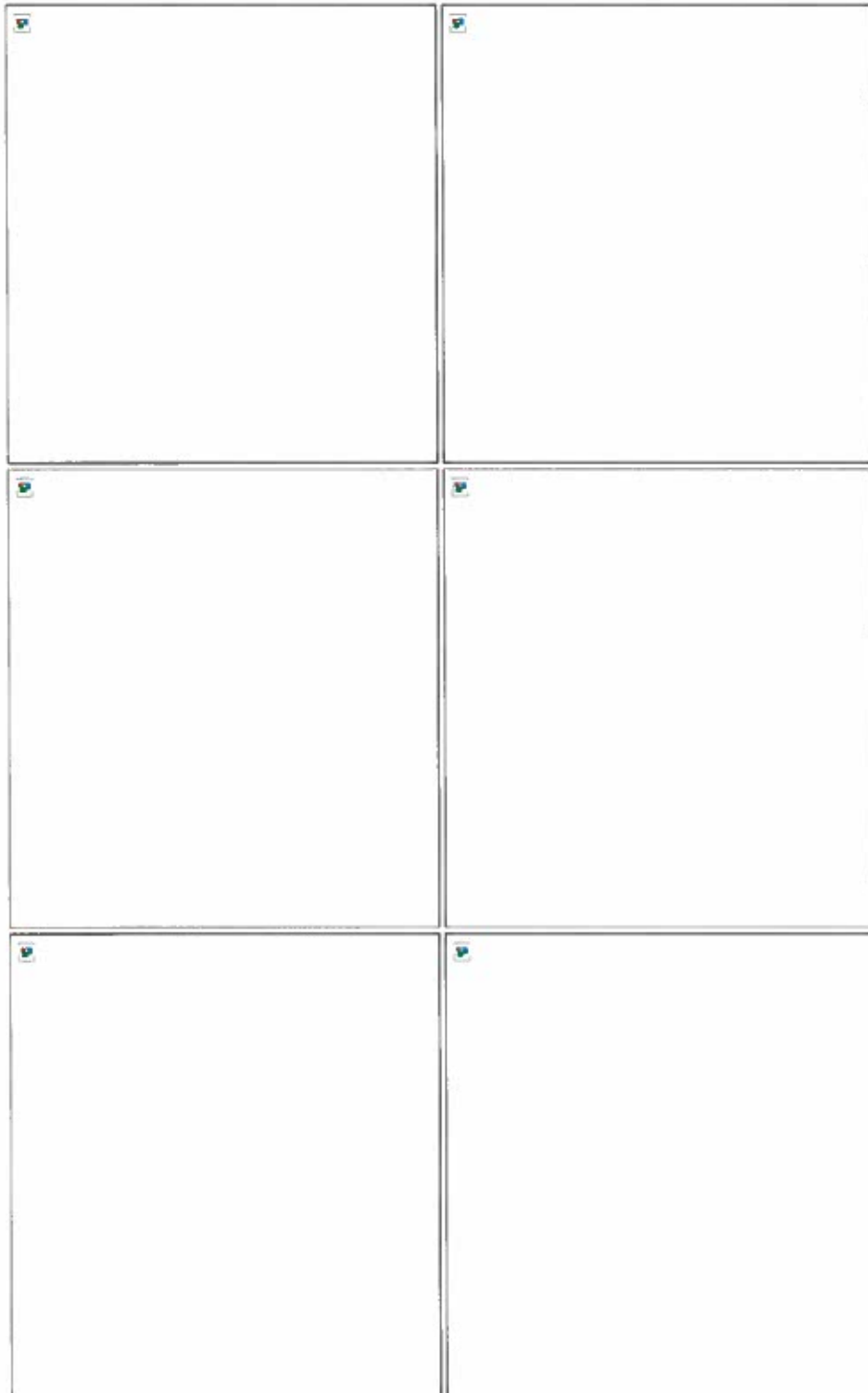
Speaks: english, spanish

### Photos

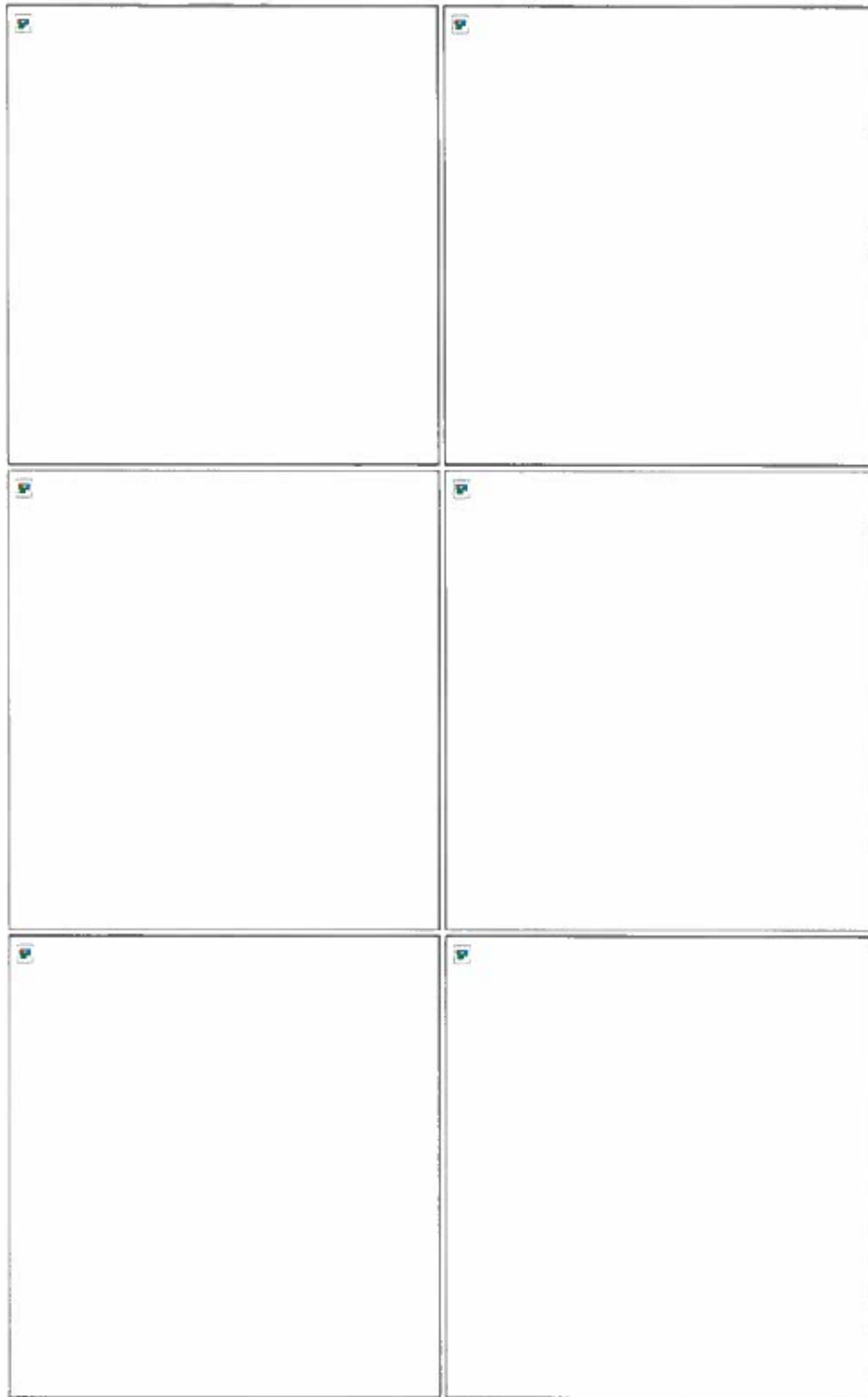












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This listing was first published here in 2008.

Date last modified - Wednesday, December 18, 2013



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### Calendar

Last updated: 12/02/2013

Arrival Departure Check availability

← Previous Next →

**January 2014**

SU	MO	TU	WE	TH	FR	SA
20	21	22	23	24	25	
26	27	28	29	30	31	

**February 2014**

SU	MO	TU	WE	TH	FR	SA
						1
2	3	4	5			

**March 2014**

SU	MO	TU	WE	TH	FR	SA
						31

**April 2014**

SU	MO	TU	WE	TH	FR	SA

**May 2014**

SU	MO	TU	WE	TH	FR	SA

**June 2014**

SU	MO	TU	WE	TH	FR	SA

Feedback

tabbles

**PETITIONER'S EXHIBIT**


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**Owner**

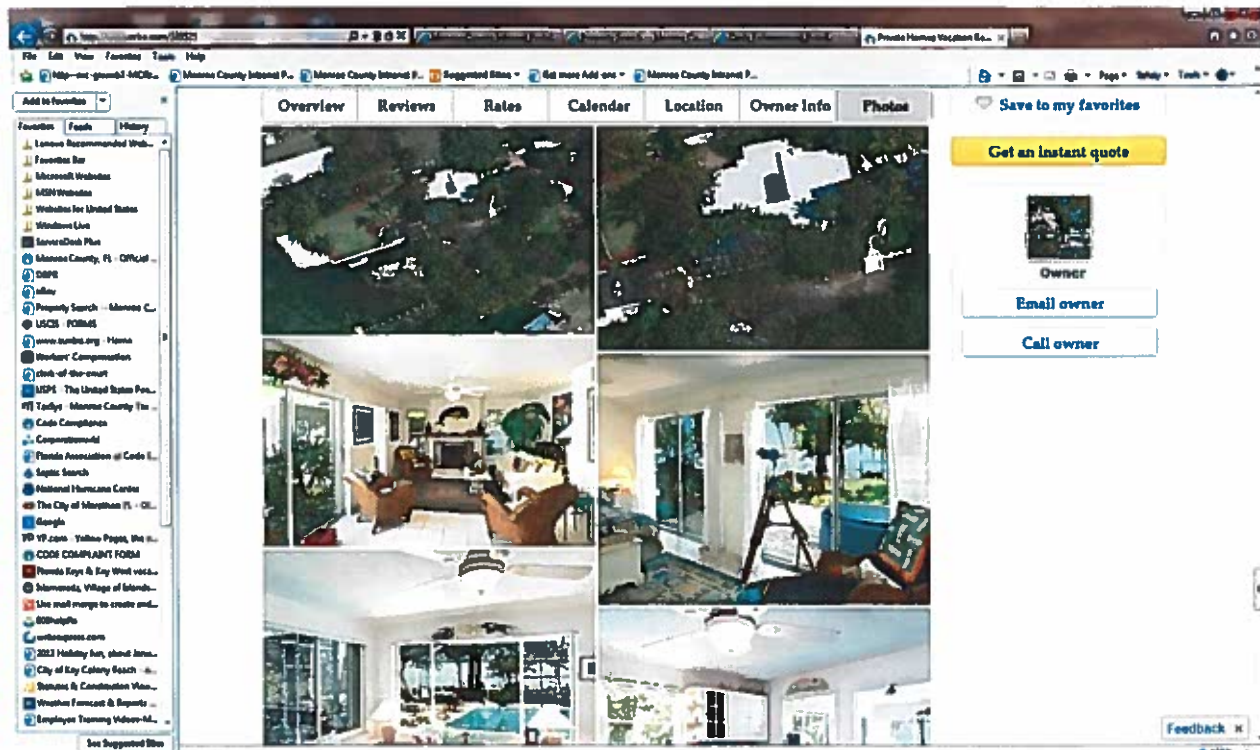
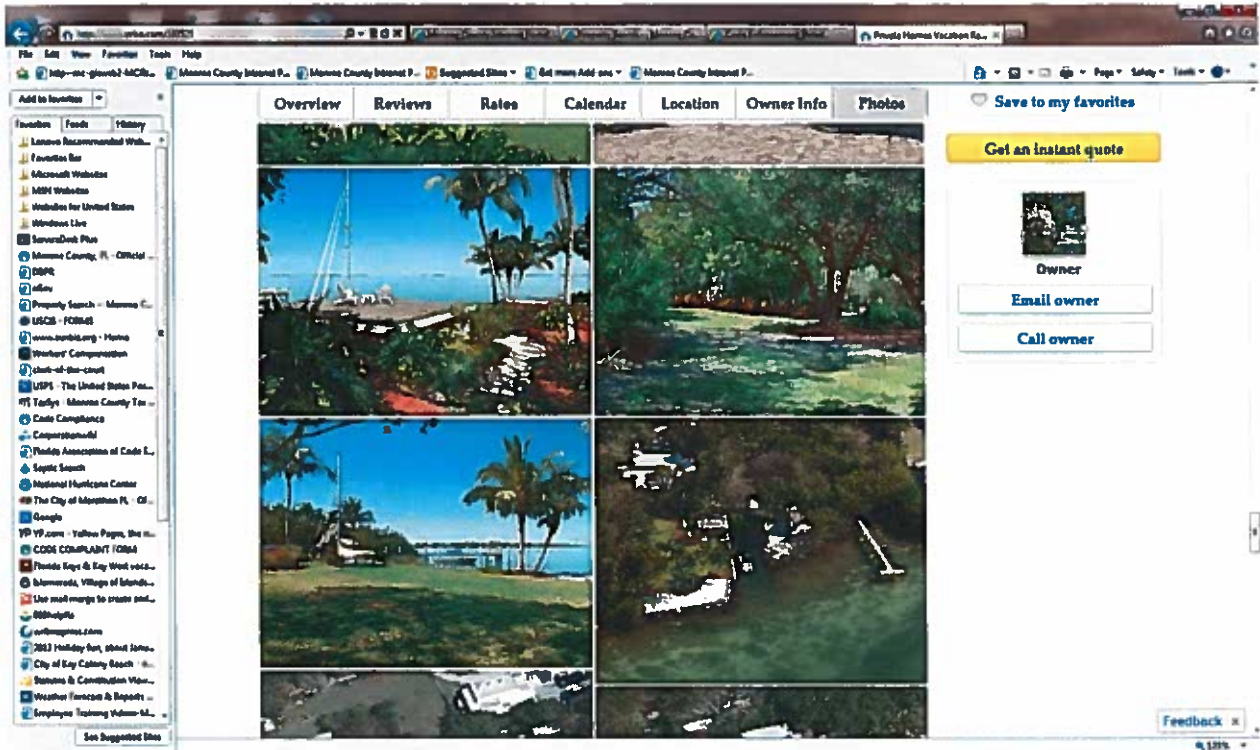
[Email owner](#)

[Call owner](#)

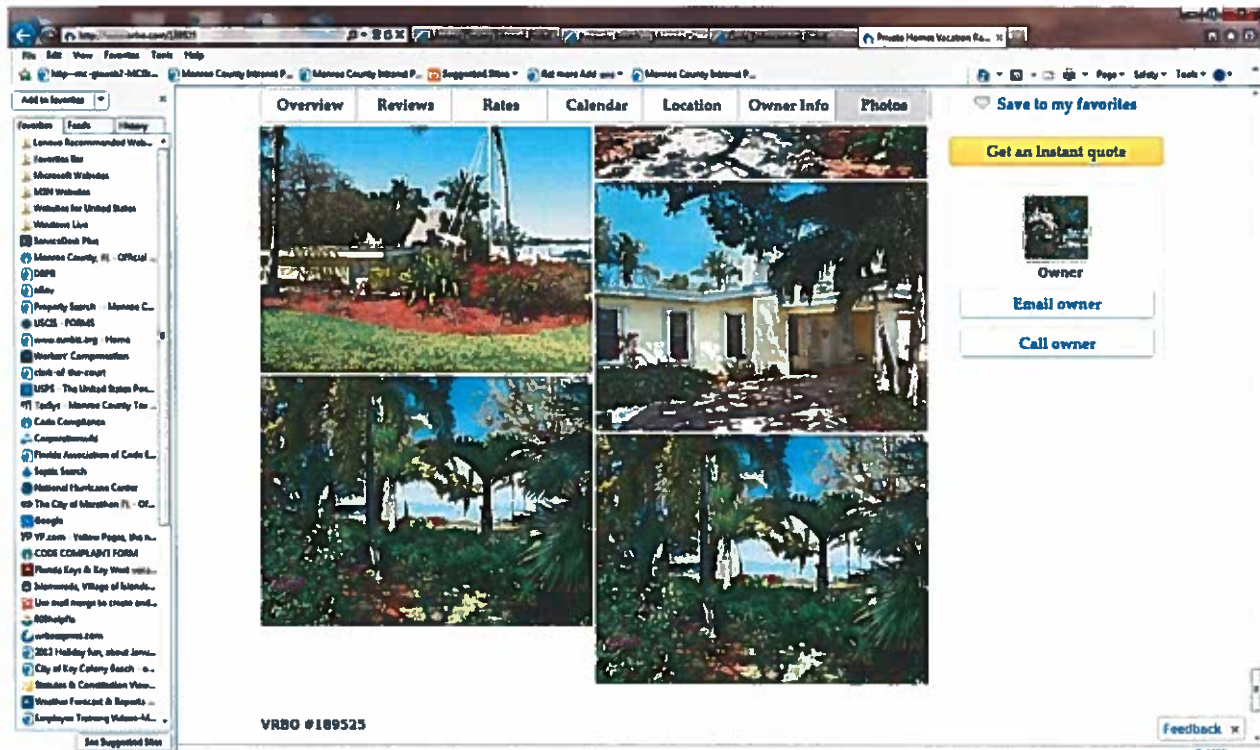
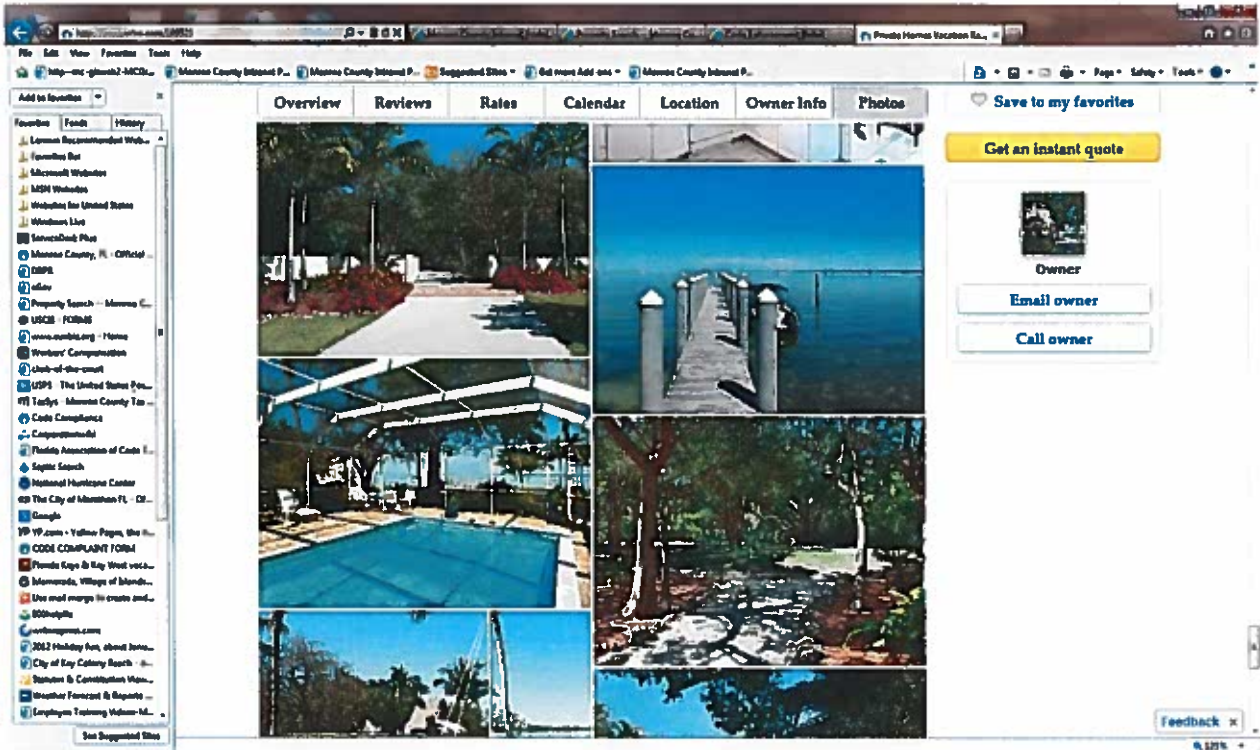
**Nearest Airport:** Miami International at 60 Miles

[Feedback](#)

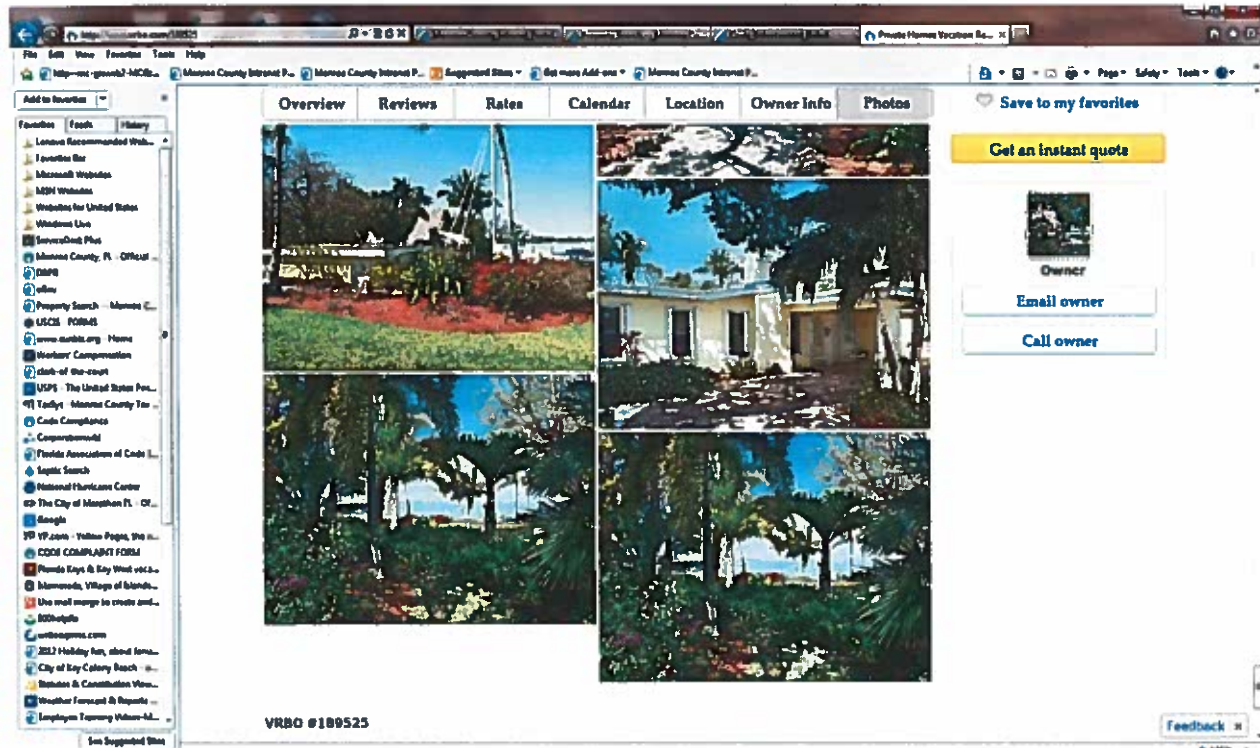
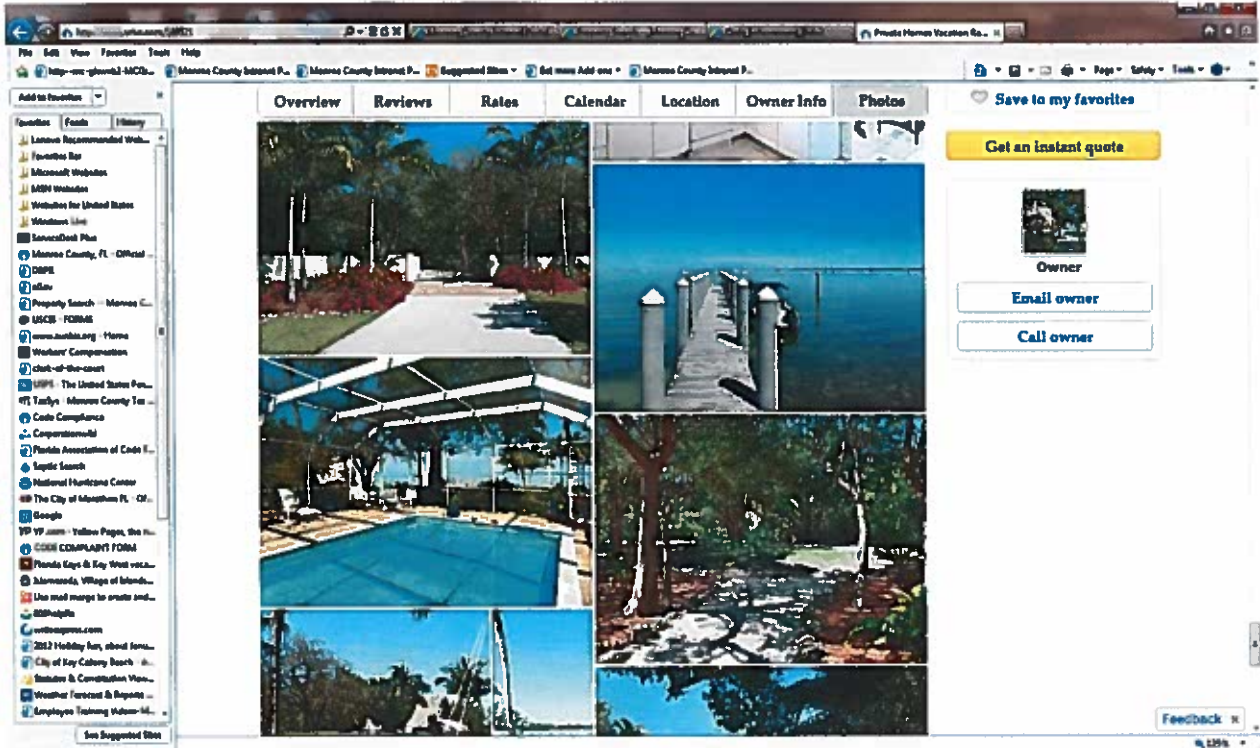
**PETITIONER'S EXHIBIT**  
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**PETITIONER'S EXHIBIT**  
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PETITIONER'S  
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**PETITIONER'S EXHIBIT**  
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**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

Key West (305) 292-3420  
 Marathon (305) 289-2550  
 Plantation Key (305) 852-7130

**Property Record Card -**

**Maps are now launching the new map application version.**

Website tested on IE8, IE9, & Firefox.  
 Requires Adobe Flash 10.3 or higher

**Alternate Key: 8919549 Parcel ID: 00088160-000100**

**Ownership Details**

Mailing Address:  
 DS INVESTMENTS I LLC  
 2512 SW 30TH AVE  
 HALLANDALE, FL 33009-3095

**Property Details**

PC Code: 01 - SINGLE FAMILY  
 Millage Group: 500K  
 Affordable Housing: No  
 Section-Township-Range: 32-61-39  
 Property Location: 2 THURMOND ST KEY LARGO  
 Legal 32 61 39 ISLAND OF KEY LARGO PT LOTS 9-11 BCC 17-1988 PT DISCLAIMED RD BCC 87-1973 FKA LOTS 1-29 20FT ALLEY AND E1/2 BAY VIEW BLVD BK 2 EL  
 Description: DORADO HEIGHTS PB1-203 OR510-448 OR818-288 OR1480-29/30 OR1480-31/33 OR1480-37/38 OR1480-34/38 OR1480-1582D/C OR1480-1583AFF OR2226-2283/92 OR2330-2028/29 OR2333-1513/15C OR2585-2392/98 OR2589-458/62

[Click Map Image to open interactive viewer](#)



**Land Details**

Land Use Code	Frontage	Depth	Land Area
00HH - HARDWOOD HAMMOCK			2.68 AC
01HW - RES=HWY TO WATER	0	0	70,903.00 SF

**Building Summary**

Number of Buildings: 1  
 Number of Commercial Buildings: 0  
 Total Living Area: 2454  
 Year Built: 1966

**Building 1 Details**

Building Type R1  
 Effective Age 26  
 Condition A  
 Perimeter 318  
 Quality Grade 500  
 Depreciation % 32

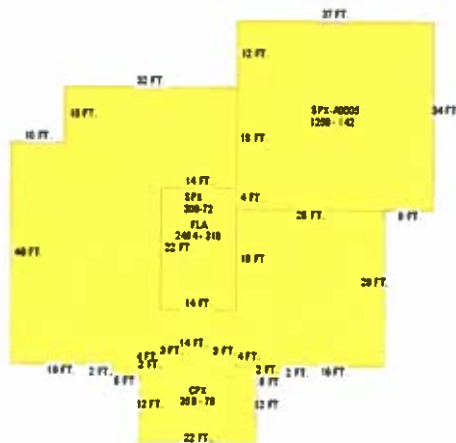


Year Built 1968  
 Functional Obs 0  
 Special Arch 0  
 Economic Obs 0  
 Grnd Floor Area 2,454

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen  
 Roof Type GABLE/HIP  
 Heat 1 NONE  
 Heat Src 1 NONE  
 Extra Features:  
 2 Fix Bath 0  
 3 Fix Bath 1  
 4 Fix Bath 0  
 6 Fix Bath 0  
 6 Fix Bath 0  
 7 Fix Bath 0  
 Extra Fix 0

Roof Cover ASPHALT SHINGL  
 Heat 2 NONE  
 Heat Src 2 NONE  
 Foundation CONC PILINGS  
 Bedrooms 4

Vacuum 0  
 Garbage Disposal 0  
 Compactor 0  
 Security 0  
 Intercom 0  
 Fireplaces 2  
 Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	CPX		1	1966					350
2	FLA	5.C.B.S.	1	1966		Y			2,454
3	SPX	5.C.B.S.	1	1966	N	Y	0.00	0.00	308
4	SPX		1	1966					1,258

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	RW2 RETAINING WALL	200 SF	40	5	1975	2008	1	50
2	RW2 RETAINING WALL	300 SF	100	3	1975	2008	3	50
3	CC2.COM CANOPY	598 SF	23	26	1975	1976	5	40
4	FN2 FENCES	2,312 SF	289	8	2001	2002	4	30
5	PO4 RES POOL	336 SF	21	16	1975	1976	4	50
6	SW2 SEAWALL	240 SF	0	0	1975	1976	4	60
7	DK3 CONCRETE DOCK	160 SF	0	0	1975	1976	4	60
8	GR2 GARAGE	625 SF	25	25	1999	2000	2	60
9	PT2 BRICK PATIO	1,625 SF	0	0	1999	2000	4	50
10	PT2 BRICK PATIO	5,556 SF	0	0	2001	2002	4	50
11	RW2 RETAINING WALL	372 SF	124	3	1984	1985	4	50
12	TK2 TIKI	300 SF	20	15	1989	1990	2	40
13	DK4 WOOD DOCKS	464 SF	116	4	2004	2005	3	40
14	DK4 WOOD DOCKS	128 SF	16	8	2004	2005	3	40
15	PT2 BRICK PATIO	925 SF	0	0	1997	1998	2	50
16	WD2 WOOD DECK	598 SF	26	23	1989	2013	1	40
17	WF2 WATER FEATURE	2 UT	0	0	2008	2013	3	20

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
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**PETITIONER'S EXHIBIT**

tabbles

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2 of 3

1	0030937	03/13/2000	02/14/2002	1	Residential	CBS GARAGE
	1300898	03/18/2001	02/14/2002	1		MASONRY WALL
	1300855	05/03/2001	02/14/2002	1		BRICK PAVERS
				0		
	03305600	01/20/2004	12/10/2004	1		NEW DOCK & FILES
	04302346	05/18/2004	12/10/2004	1		RE-ROOF

### Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2013	237,991	150,346	2,302,656	2,690,993	2,690,993	0	2,690,993
2012	239,997	134,266	1,325,338	1,699,621	1,699,621	0	1,699,621
2011	243,823	137,892	1,697,363	2,078,878	2,078,878	0	2,078,878
2010	243,579	140,792	3,217,500	3,601,871	3,601,871	0	3,601,871
2009	252,105	144,404	3,217,500	3,614,009	3,614,009	0	3,614,009
2008	250,744	147,890	5,362,500	5,761,134	5,761,134	0	5,761,134
2007	387,749	141,134	3,165,000	3,693,883	3,693,883	0	3,693,883
2006	418,416	134,870	1,592,500	2,143,786	2,143,786	0	2,143,786
2005	390,390	138,353	796,250	1,324,993	1,324,993	0	1,324,993
2004	479,041	132,813	477,750	1,089,604	1,089,604	0	1,089,604
2003	252,127	136,329	477,750	866,206	866,206	0	866,206
2002	162,571	139,811	398,125	700,307	700,307	0	700,307
2001	135,875	56,870	336,875	529,420	529,420	0	529,420
2000	124,318	9,422	242,550	376,290	376,290	0	376,290
1999	124,318	9,876	242,550	376,744	376,744	0	376,744
1998	124,335	10,234	250,470	385,039	385,039	0	385,039

### Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
9/11/2012	2589 / 458	2,000,000	WD	37
8/24/2012	2585 / 2392	100	CT	12
12/22/2011	2548 / 2123	30,000	OTHER	16
6/28/2010	2473 / 1326	100	WD	11
11/5/2007	2330 / 2026	7,360,100	WD	Q
7/24/2006	2226 / 2283	4,400,000	WD	Q
10/1/1997	1480 / 0031	660,000	WD	Q

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Monroe County Monroe County Property Appraiser  
 Scott P. Russell, CFA  
 P.O. Box 1176 Key West, FL 33041-1176



Monroe County - Growth Management - Web Map Application

Monroe County Monroe County Property Appraiser Help

Print Find RE Number Find AK Number Search Owner Name 1:1,231 Go

**Results**

- 00088160-000100 (1)
  - Parcels (1)
    - 00088160-000100

**Map Contents**

- MonroeCountySDE\_Environmental\_Lay
  - Overview
  - MCPA
  - Historic Areas
  - Marsh Rabbit Buffer
  - Marsh Rabbit Habitat
  - Endangered Species
  - Habitat 2009
  - Tier Overlay District
  - FEMA
  - Zoning
  - FLUM (Draft)
  - 2006 Orthophotography
  - 2009 Orthophotography
  - 2012 Image catalog

Map showing environmental and zoning overlays on an aerial image. The map includes a scale bar (0 to 24 feet) and a copyright notice.





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### TaxSys® Search

DS INVESTMENTS I LLC

Search

Search for:  Property tax  Business tax  Everything

Advanced search

#### DS INVESTMENTS I LLC— Real Estate at 2 THURMOND ST, KEY LARGO

*Owner address*  
DS INVESTMENTS I LLC  
2512 SW 30TH AVE  
HALLANDALE, FL 33009-3095

*2013 annual bill*

Pay this bill:  
**\$18,704.25 due**

Get Bills by Email

Certificate issued 2012

Prior years due

Account number 8919549 / Parcel Number 00088160000100326139 [Parcel details- Full bill history](#)



**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS**

## Detail by Entity Name

Florida Limited Liability Company**DS INVESTMENTS I, LLC**Filing Information

**Document Number** L12000103909  
**FEI/EIN Number** 46-0777855  
**Date Filed** 08/13/2012  
**State** FL  
**Status** ACTIVE  
**Effective Date** 08/06/2012

Principal Address

2512 SW 30 Ave  
Pembroke Park, FL 33009

Changed: 03/29/2013

Mailing Address

2512 SW 30 Ave  
Pembroke Park, FL 33009

Changed: 03/29/2013

Registered Agent Name & Address

**Daiagi, Scott**  
2512 SW 30 Ave  
Pembroke Park, FL 33009

Name Changed: 03/29/2013

Address Changed: 03/29/2013

Authorized Person(s) Detail**Name & Address**

Title Managing Member

Daiagi, Scott  
2512 SW 30 Ave  
Pembroke Park, FL 33009

Annual Reports

Report Year	Filed Date
-------------	------------



2013

03/29/2013

**Document Images**

[03/29/2013 -- ANNUAL REPORT](#)

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[08/13/2012 -- Florida Limited Liability](#)

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State of Florida, Department of State



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



### Detail by Entity Name

Florida Profit Corporation

SUNSET BEACH WEDDINGS, INC.

Filing Information

Document Number	P13000093656
FEI/EIN Number	NONE
Date Filed	11/18/2013
State	FL
Status	ACTIVE
Effective Date	01/01/2014

Principal Address

101 OLEANDER CIRCLE  
KEY LARGO, FL 33037

Mailing Address

PO BOX 1578  
KEY LARGO, FL 33037 UN

Registered Agent Name & Address

MCGRAW, DAVID  
101 OLEANDER CIRCLE  
KEY LARGO, FL 33037

Officer/Director Detail

**Name & Address**

Title P

MCGRAW, DAVID  
101 OLEANDER CIRCLE  
KEY LARGO, FL 33037

Title VP

DE JESUS, MARIANA  
101 OLEANDER CIRCLE  
KEY LARGO, FL 33037

Annual Reports

No Annual Reports Filed





**Document Images**

[11/18/2013 -- Domestic Profit](#)

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State of Florida, Department of State





Monroe County eGovPLUS



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PROPERTY INFORMATION			
RE	00088160000100	# Of Unit	2
Parent ID		Status	A
Address	2 THURMOND STREET		
City/State/Zip	KEY LARGO, FL 33037		
Property   Legal   Activity   All			
ALL			
PROPERTY			
OWNER INFORMATION			
Name	DS INVESTMENTS LLC		
Address	2512 SW 30 AVENUE		
City/State/Zip	HALLANDALE, FL 33009		
LEGAL INFORMATION			
Section	32	Map Book	1480
Township	61	Map Page	0031
Range	39	X Coord	
Block		Y Coord	
Lot		Lot Area	24500.000
Subdivision		Frontage	0
SALES / ASSESSMENT INFORMATION			
Last Sale	10-01-1997	Amount	660000
Last Assessed		Amount	385039
Millage	0		
DISTRICT INFORMATION			
Zone Class		Ward/Prec	
Zone Dist		School Dist 1	
Fire District		School Dist 2	
Flood Dist		Impact Dist	
Flood Elev	0.00		
LEGAL			
LEGAL DESCRIPTION			
32 61 39 ISLAND OF KEY LARGO			
PT LOTS 9-11 BCC 17-1968 PT DISCLAIMED			
R			
D BCC 87-1973 FKA			
LOTS 1-16 BK 2 EL DORADO HEIGHTS			



PB1-203  
& 20' ALLEY

ACTIVITY

**PERMITS**

Permit Number	Permit Type	Issued	Status
14300919	PLUMBING-SEWER TIE-IN(ONE SFR)	02-27-2014	OPEN
07304024	SITE WORK		OPEN
04302346	ROOFING-RESIDENTIAL	05-18-2004	CLOSED
03305600	DOCKING FACILITY	01-20-2004	CLOSED
01302574	FENCE AND/OR RETAINING WALLS	07-10-2001	CLOSED
01300855	LANDSCAPING	05-03-2001	CLOSED
01300698	FENCE AND/OR RETAINING WALLS	03-16-2001	CLOSED
01300659	ELECTRIC	03-20-2001	CLOSED
01300448	LAWN SPRINKLER SYSTEM	02-08-2001	CLOSED
01300190	ELECTRIC		VOID
00300937	GARAGE/ENCLOSED CARPORT	03-13-2000	CLOSED
98301337	ELECTRIC	05-04-1998	CLOSED

**CODE CASES**

Case Number	Type	Status	Status Date	Board
CE14010144	5	O	01-24-2014	COMPLAINT
CE08030206	1	C	09-10-2012	COMPLAINT

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**HL&Y**  
Hershoff, Lupino & Yagel, LLP  
Attorneys At Law

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ROBERT C. STOBER  
BRITTANY N. MILLER  
AISLYNN THOMAS-MCDONALD  
CHRISIE FERNANDEZ

ALL CORRESPONDENCE TO:  
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TAVERNIER, FLORIDA 33070  
(305) 852-8440 FAX (305) 852-8848

MIAMI OFFICE  
9350 S. DIXIE HIGHWAY, SUITE 1400  
MIAMI, FLORIDA 33156  
(305) 670-7546 FAX (305) 514-0639

March 4, 2014

Susan Grimsley, Esq.  
Assistant County Attorney  
1111 12th Street, Suite 408  
Key West, FL 33040  
*via email: Grimsley-Susan@monroecounty-fl.gov*

Re: McGraw TDR Purchase from A Ray of Sunshine in Key Largo, LLC

Dear Susan:

In follow-up to our previous discussions, enclosed please find copies of documents evidencing transfer of the TDRs in the above transaction, including the Warranty Deed for TDRs, Assignment of TDRs and transfer letter directed to Townsley Schwab.

If you have any questions, please do not hesitate to contact me.

Sincerely,

*/s James Lupino*

JAMES S. LUPINO, ESQUIRE  
JSL.dkc

Enclosures

cc: client



This instrument prepared by:  
James S. Lupino, Esq.  
Hershoff Lupino & Yagel, LLP  
90130 Old Highway  
Tavernier, FL 33070

**WARRANTY DEED FOR TRANSFERABLE  
DEVELOPMENT RIGHTS**

THIS WARRANTY DEED, made this 27 day of February, 2014 by A RAY OF SUNSHINE IN KEY LARGO, LLC, a Florida limited liability company, whose address is c/o Benjamin Wiener, P.O. Box 426, Goleta, CA 93116, hereinafter called "Grantor" to DAVID McGRW, whose address is 101 Oleander Circle Key Largo, FL 33037, hereinafter called "Grantee".

WITNESSETH, that Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, assigns, conveys and confirms unto Grantee, its successors and assigns forever, 7.2063 of those certain TRANSFERABLE DEVELOPMENT RIGHTS allocated under Monroe County Land Development Regulations more specifically described in that certain DEVELOPMENT ORDER NO. 07-09 dated August 18, 2009 and recorded on December 15, 2009 in Official Records Book 2444, Page 1327 of the Public Records of Monroe County, Florida, from the following described lands situate in Monroe County, State of Florida: PART LOTS 9-11 IN SECTION 32, TOWNSHIP 31 SOUTH, RANGE 39 EAST, PART DISCLAIMED ROAD BCC-87-1973, FKA BLOCK 2, LOTS 1-29, 20 FOOT ALLEY AND E 1/2 BAY VIEW BOULEVRD, ELDORADO HEIGHTS (PB1-203) KEY LARGO, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 0088160.000100, and as subsequently transferred by Warranty Deed for Transferable Development Rights to Grantor on June 28, 2010 as recorded in Official Records Book 2473 at page 1326 of the Public Records of Monroe County, Florida.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land rights in fee simple; that the Grantor has good right and lawful authority to sell and convey said land rights, and hereby warrants the title to said rights and will defend the same against the lawful claims of all persons whomsoever.



IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of

A RAY OF SUNSHINE IN KEY LARGO, LLC

[Signature]  
JEFF Porter

Printed Name of Witness

[Signature]  
Bernard Sandler, Managing Member

Lora Taylor

LORA Taylor  
Printed Name of Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of February, 2014, by BERNARD SANDLER as Managing Member of A RAY OF SUNSHINE IN KEY LARGO, LLC, who is personally known to me or who has produced \_\_\_\_\_ as identification.

*"see attached"*  
*[Signature]*

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name of Notary Public  
My Commission Expires: \_\_\_\_\_



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Barbara

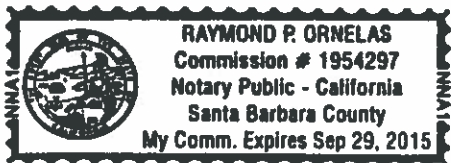
On 2/27/2014 before me, Raymond P. Ornelas, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Bernard Sandler  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature \_\_\_\_\_

Signature of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer Is Representing: \_\_\_\_\_





Doc# 1770489  
Bk# 2444 Pg# 1327

**MONROE COUNTY, FLORIDA  
MINOR CONDITIONAL USE PERMIT  
DEVELOPMENT ORDER NO. 07-09**

A DEVELOPMENT ORDER APPROVING A REQUEST BY HERON BAY VENTURE, LLC FOR A MINOR CONDITIONAL USE PERMIT TO TRANSFER 7.9563 TRANSFERABLE DEVELOPMENT RIGHTS FROM A SENDER SITE ON KEY LARGO TO A RECEIVER SITE(S) TO BE DETERMINED AT A LATER DATE. THE SENDER SITE PROPERTY IS LEGALLY DESCRIBED AS PART LOTS 9-11 IN SECTION 32, TOWNSHIP 31 SOUTH, RANGE 39 EAST, PART DISCLAIMED ROAD BCC 87-1973, FKA BLOCK 2, LOTS 1-29, 20-FOOT ALLEY AND E1/2 BAY VIEW BOULEVARD, EL DORADO HEIGHTS (PB1-203), KEY LARGO, MONROE COUNTY, FLORIDA, HAVING REAL ESTATE NUMBER 0088160.000100.

---

**WHEREAS**, during a regularly scheduled meeting held on July 21, 2009, the Development Review Committee of Monroe County conducted a review and consideration of the request by Joel Reed, on behalf of Heron Bay Venture, LLC, for a minor conditional use permit pursuant to §130-160 of the Monroe County Code; and

**WHEREAS**, the sender site is located at 2 Thurmond Street on Key Largo, approximate Mile Marker 99.5, and is legally described as Part Lots 9-11 in Section 32, Township 31 South, Range 39 East, Part Disclaimed Road BCC 87-1973, FKA Block 2, Lots 1-29, 20' Alley and E1/2 Bay View Boulevard, El Dorado Heights (PB1-203), Key Largo, Monroe County, Florida, having real estate number 00088160.000100; and

**WHEREAS**, the receiver site(s) has not been determined at this time and shall be determined at a later date in the future; and

**WHEREAS**, the applicant has requested a minor conditional use permit in order to establish 7.9563 transferable development rights on the sender site as eligible for transfer upon approval of a receiver site(s); and

**WHEREAS**, in the application, the applicant initially requested a minor conditional use permit in order to establish 7.985 transferable development rights on the





sender site as eligible for transfer. However, the applicant revised the request to 7.9563 transferable development rights at the July 21, 2009 meeting; and

**WHEREAS**, the Development Review Committee and Director of Planning & Environmental Resources reviewed the following documents and other information relevant to the request:

1. Minor Conditional Use Permit for the Transfer of Development Rights application received by the Monroe County Planning & Environmental Resources Department on May 29, 2009; and
2. Affidavit of Intent to Transfer Development Rights, signed by James Saunders, President of Bay View Development, on May 19, 2009; and
3. Monroe County Development Order No. 06-07; and
4. Staff report prepared by Steven Biel, Monroe County Senior Planner, dated July 17, 2009; and

**WHEREAS**, based upon the information and documentation submitted, the Director of Planning & Environmental Resources made the following Findings of Fact:

1. On May 11, 2007, Development Order No. 06-07 approved the transfer of 7.9563 transferable development rights to a receiver site commonly known as Piece of Paradise, LLC. The receiver site approved in Development Order No. 06-07 is the sender site of this application; and
2. The development plan for the sender site of this application changed. Therefore, the applicant requested to transfer those 7.9563 transferable development rights received on the sender site to another receiver site; and
3. The Minor Conditional Use Permit for the Transfer of Development Rights application and the Affidavit of Intent to Transfer Transferable Development Rights inadvertently identified the number of transferable development rights as 7.985 rather than the correct number of 7.9563; and
4. The sender site has a land use designation of Suburban Residential (SR), has a Future Land Use Map (FLUM) designation of Residential Low (RL) and a tier designation of part Tier 3 and part Tier 3A; and
5. The sender site consists of approximately 4.29 acres of land and is developed with one (1) single-family residence; and
6. A receiver site in unincorporated Monroe County shall be identified at a later date in the future; and
7. Applications shall be in compliance with the Monroe County Code. Pursuant to §130-160 of the Monroe County Code, all residential development rights allocated or established in Sections 130-157, 130-158, and 130-159 shall be



transferable in whole or part from one parcel of land to any other, including the transfer of residential rights to hotel rooms, provided that:

1. The development of the receiver site is approved as part of a conditional use permit;
  2. The development of the receiver site does not exceed the maximum net densities set out in §130-157 and §130-162;
  3. If the receiver site is located in an IS or IS-M district, no more than one dwelling unit shall be developed on a platted lot;
  4. If the receiver site is located in an IS-D district, no more than two dwelling units shall be developed on a platted lot;
  5. The development of the receiver site complies with each and every requirement of this chapter;
  6. Prior to issuance of a building permit authorizing the development of a dwelling unit, all or a part of which is derived from a transferred development right, a deed of transfer shall be recorded in the chain of title of the transferor parcel containing a covenant prohibiting the further use of the transferor parcel for residential purposes other than as excess open space or yard appurtenant to a residential use that is located on a parcel of land that meets the density requirements of the comprehensive plan and this chapter; and
  7. The allocated density of the receiver site is greater than or equal to the allocated density of the parcel from which the TDR is severed and the sensitivity of the parcel from which the TDR is severed; and
8. Applications shall be consistent with the provisions and policies of the Monroe County Year 2010 Comprehensive Plan; and
  9. Developments requiring a minor conditional use permit shall be consistent with the Principals for Guiding Development in the Florida Keys Area of Critical State Concern; and
  10. Pursuant to §110-69 of the Monroe County Code, the Director of Planning & Environmental Resources is authorized to approve applications for minor conditional use permits; and

**WHEREAS**, the Director of Planning & Environmental Resources made the following Conclusions of Law:

1. The application is in compliance with the Monroe County Code; and
2. The development is consistent with the provisions and policies of the Monroe County Year 2010 Comprehensive Plan; and
3. The application is consistent with the Principals for Guiding Development in the Florida Keys Area of Critical State Concern; and



**WHEREAS**, the Director of Planning & Environmental Resources shall assign the 7.9563 transferable development rights unique identifier numbers, to be tracked by the Planning & Environmental Resources Department, if and when this development order passes all required appeal periods and is filed in the official records of the Monroe County Clerk; and

**WHEREAS**, the record established, the testimonies offered, and the evidence submitted, support the Findings of Fact and Conclusions of Law adopted; and

**NOW THEREFORE, BE IT RESOLVED BY THE DIRECTOR OF PLANNING & ENVIRONMENTAL RESOURCES OF MONROE COUNTY, FLORIDA** that the request by Herron Bay Venture, LLC for a Minor Conditional Use Permit is hereby **APPROVED**, subject to the following conditions:

1. This development order only establishes the subject parcel as an eligible sender site for 7.9563 transferable development rights. A new minor conditional use permit application and development order shall be required for each non-related, receiver site identified in the future. Receiver site(s) shall be reviewed for eligibility and compliance with the Monroe County Comprehensive Plan and Land Development Code at that time.
2. Prior to issuance of any building permit authorizing the development of a dwelling unit, all or part of which is derived from a transferred development right, a deed of transfer shall be recorded in the chain of title of the transferor parcel containing a covenant prohibiting the further use of the transferor parcel for residential purposes other than as excess open space or yard appurtenant to a residential use that is located on a parcel of land that meets the density requirements of the Monroe County Comprehensive Plan and Monroe County Land Development Code.

**(This area is intentionally left blank)**



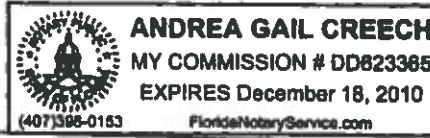
Date 8/18/2009



Joseph Haberman,  
Acting Director of Planning & Environmental Resources for  
Townshley Schwab,  
Senior Director of Planning & Environmental Resources

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Townshley Schwab, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me the she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18<sup>th</sup> day of August, 2009.



NOTARY PUBLIC, STATE OF FLORIDA

REFERENCE: In the event that this development order constitutes an amendment, extension, variation, or alteration of a previous conditional use permit, that document may be referenced by the following \_\_\_\_\_



**NOTICE**

This instrument shall not take effect for thirty (30) calendar days following the date of memorialization thereof, and during that time permit shall be subject to appeal as provided in §102-185(d) of the Monroe County Code. An appeal shall stay the effectiveness of this instrument until resolved.

In addition, please be advised that pursuant to Chapter 9J-1, Florida Administrative Code, this instrument shall not take effect for forty-five (45) days following the rendition of the Florida Department of Community Affairs. During that forty-five (45) days, the Florida Department of Community Affairs may appeal this instrument to the Florida Land and Water Adjudicatory Commission, and that such an appeal stays the effectiveness of this instrument until the appeal is resolved by agreement or order.



**ASSIGNMENT OF TRANSFERABLE DEVELOPMENT RIGHTS**

**Know all men by these presents:** A RAY OF SUNSHINE IN KEY LARGO, LLC, party of the first part, in consideration of the sum of Ten Dollars & no/100ths and other good and valuable consideration, lawful money of the United States, to it hand paid by DAVID McGRAW, party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party of the second part, 7.2063 of those certain Transferable Development Rights allocated under Monroe County Land Development Regulations more specifically described in that certain Development Order No. 07-09 dated August 18, 2009 and recorded on December 15, 2009 in Official Records Book 2444, Page 1327 of the Public Records of Monroe County, Florida

In Witness Whereof, I have hereunto set my hand and seal, the 27 day of February, 2014.

Signed, sealed and delivered in the presence of:

A RAY OF SUNSHINE IN KEY LARGO, LLC

WITNESS

Lera Taylor

WITNESS

Bernard Sandler, Managing Member



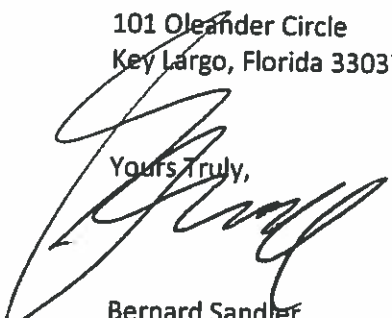
Townsley Schwab  
Monroe County Florida Director of Planning  
2798 Overseas Highway  
Marathon, FL 33050  
RE: Transfer of 7.2063 TDRs from Ray of Sunshine in Key Largo, LLC. To Dave McGraw  
2/ 28/2014

Dear Townsley,

Please let this letter serve as notification from Ray of Sunshine in Key Largo, LLC of the transfer of 7.2063 TDRs that are identified in DO 07-09 dated August 18, 2009 and recorded on December 15, 2009 in OR Book 2444 at page 1327 of the public records of Monroe County, to Dave McGraw whose contact address is:

Dave McGraw  
101 Oleander Circle  
Key Largo, Florida 33037

Yours Truly,

  
Bernard Sandler  
Managing Member  
Ray of Sunshine in Key Largo, LLC  
Phone 805:966-1751



- Overview**
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- Owner Info
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 (<http://vacationrentals.vrbo.com/owner-community>) [Luxury](http://luxury.homeaway.com/?utm_source=vrbo&utm_medium=cross-brand&utm_content=hp&utm_campaign=vrbo-hp-lux) ([http://luxury.homeaway.com/?utm\\_source=vrbo&utm\\_medium=cross-brand&utm\\_content=hp&utm\\_campaign=vrbo-hp-lux](http://luxury.homeaway.com/?utm_source=vrbo&utm_medium=cross-brand&utm_content=hp&utm_campaign=vrbo-hp-lux)) [Help](http://help.vrbo.com) (<http://help.vrbo.com>)

[Traveler login](#) [Owner login \(/Accounts.mvc/OwnerDash\)](#)

List your property (<http://www.vrbo.com/property/signup>)

Destination, keywords, property id

Arrival

Depart

Search



Owner

Email owner

Call owner

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[Florida](http://www.vrbo.com/vacation-rentals/usa/florida) (<http://www.vrbo.com/vacation-rentals/usa/florida>) [Florida Keys](http://www.vrbo.com/vacation-rentals/usa/florida/keys) (<http://www.vrbo.com/vacation-rentals/usa/florida/keys>)

[Key Largo Area](http://www.vrbo.com/vacation-rentals/usa/florida/keys/kev-largo-area) (<http://www.vrbo.com/vacation-rentals/usa/florida/keys/kev-largo-area>)

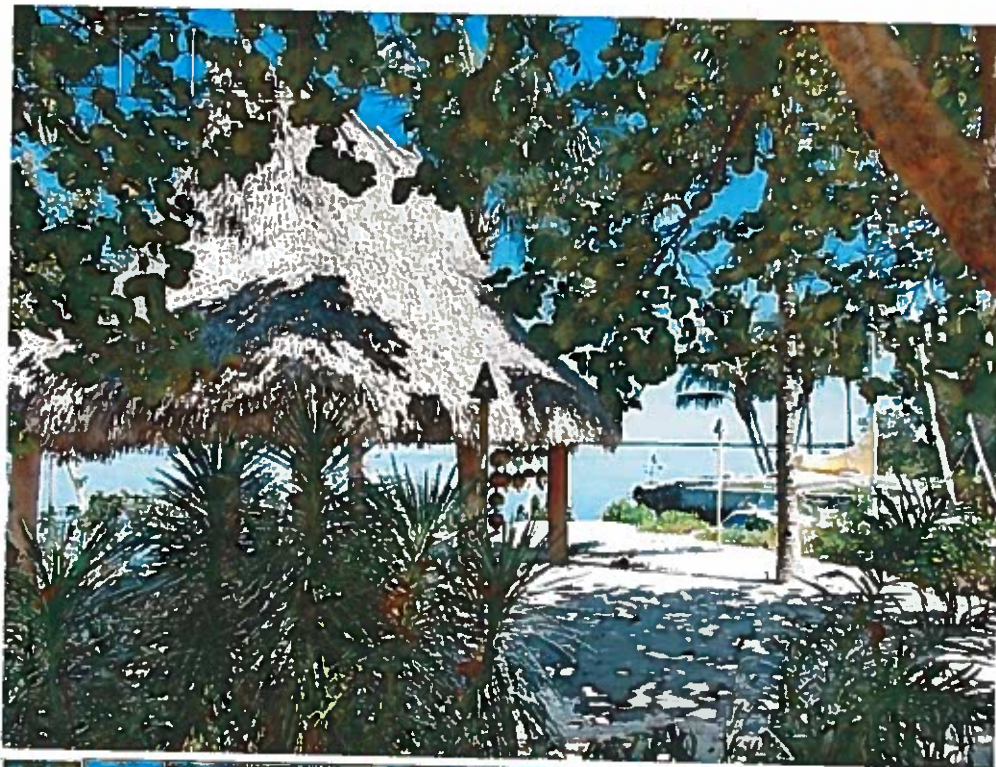
[Key Largo](http://www.vrbo.com/vacation-rentals/usa/florida/keys/kev-largo-area/kev-largo) (<http://www.vrbo.com/vacation-rentals/usa/florida/keys/kev-largo-area/kev-largo>)

[Private Homes](http://www.vrbo.com/vacation-rentals/usa/florida/keys/kev-largo-area/kev-largo/private-homes) (<http://www.vrbo.com/vacation-rentals/usa/florida/keys/kev-largo-area/kev-largo/private-homes>)

VRBO Listing #189525

Like 2

## Very Private - 5 Acre Beachfront



Minimum stay:

6 nights

Pets considered:

No

Internet:

Yes

Wheel chair accessible:

No

### Private Homes estate description

This property is enormous. Midweek special pricing. Up to 250 guests for your event. Big family vacation. Weddings. Family Reunions. Birthday parties. Check out our website.





<b>Overview</b> Property Type	<a href="#">Reviews</a>	<a href="#">Rates</a>	<a href="#">Calendar</a>	<a href="#">Location</a>	<a href="#">Owner Info</a>	<a href="#">Photos</a>
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2400 sq. ft. Estate

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**Accommodation Type**

Vacation Rental



Owner

Email owner

Call owner

**Meals**

Guests Provide Their Own Meals

**Suitability**

Minimum Age Limit For Renters:  
*Renter signing the contract must be at least 25 years of age.*

Limited Accessibility  
Clothing Optional/Nude  
Sunbathing Nearby

Children Welcome  
Pets Not Allowed  
Non Smoking Only

Long-Term Renters Welcome

**Bedrooms:** 4 Bedrooms, Sleeps 17, Beds for 10-17

Bedroom 2: 1 king

Bedroom 3: 1 king

Bedroom 4: 1 king

Bedroom 1: 1 king, 2 twin/ single

Bedroom 6: 4 sleep sofa /futon  
*Two Queen sofa beds and two futons.*

King size beds (5), Queen sleep sofas (2)

**Bathrooms:** 5 Bathrooms, 1 Half Bathroom

Bathroom 1: toilet, shower

Bathroom 2: toilet, shower

Bathrooms for events  
*Air conditioned bathrooms for up to 250 guests.*

Bathroom 4: toilet, shower

Bathroom 5: toilet, shower

Bathroom 6: toilet, shower

**Kitchen & Dining**

Dining:  
*Enclosed room located between the pool and the kitchen.*

Kitchen:  
*Recently remodeled complete modern kitchen*

**Amenities**

Clothes Dryer

Fireplace

Parking

Washing Machine

Air Conditioning

Linens Provided

Towels Provided



<b>Overview</b>	<b>Reviews</b>	<b>Rates</b>	<b>Calendar</b>	<b>Location</b>	<b>Owner Info</b>	<b>Photos</b>
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Satellite / Cable                      Television

**Communications**

Internet

**Pool & Spa**

Private Pool                      Heated Pool

**Outdoor Features**

Balcony                      Lawn / Garden                      Outdoor Grill

**Location & View**

Waterfront                      Beachfront

**Car**

Necessary

**Activities**

- |                   |                            |                   |
|-------------------|----------------------------|-------------------|
| Surf Fishing      | Jet Skiing                 | Marina            |
| Snorkeling        | Wind-Surfing               | Restaurants       |
| Tennis            | Cycling                    | Reefs             |
| Swimming          | Sailing                    | Groceries         |
| Pier Fishing      | Scuba Diving Or Snorkeling | Medical Services  |
| Snorkeling/Diving | Fishing                    | Laundromat        |
| ATM/Bank          | Beachcombing               | Hospital          |
| Kayaking          | Eco Tourism                | Massage Therapist |
| Parasailing       | Wildlife Viewing           | Paddle Boating    |
| Hiking            | Bird Watching              | Boating           |
| Water Skiing      | Walking                    | Fitness Center    |
| Deepsea Fishing   | Coin Laundry               | Sight Seeing      |

**Other Activities**

Outdoor activities are everywhere. After all, you really are living on a tropical island. Most of the activities are inexpensive, and many of the activities are free because they are right here on the property. You can find excellent snorkeling and some of the most fun fishing right here. People rent kayaks or jet skis or a boat for the week and practically live on the water. Many people come with plans to leave the property to do different activities every day but soon find themselves just hanging around on the property all day playing with the family.

**Reviews**

[Write a review \(http://www.vrbo.com/189525/reviews/write\)](http://www.vrbo.com/189525/reviews/write)

This property does not have any reviews yet.

[Be the first to write a review for this listing... \(http://www.vrbo.com/189525/reviews/write\)](http://www.vrbo.com/189525/reviews/write)

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Owner

Email owner

Call owner



<a href="#">Rates</a>	<a href="#">Reviews</a>	<a href="#">Rates</a>	<a href="#">Calendar</a>	<a href="#">Location</a>	<a href="#">Owner Info</a>	<a href="#">Currency Conversion</a>	<a href="#">Photos</a>
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Rental basis: Per property

Rental rates quoted in: **USD**

Dates	Nightly	Weekend Night	Weekly	Monthly *	Event
<b>My Standard Rate</b> 6 night min stay	\$475		\$6,000		
Changeover Day: Tuesday					



Owner

Email owner

Call owner

**Additional information about rental rates**

Rate clarification:

\$13,800 per week - Wednesday arrival Tuesday departure includes event fee up to 100 persons.

In full 90 days prior to arrival.

**Fees and Rental Conditions:**

Events up to 100 persons:	\$7,800 + tax	cleaning:	\$400 + tax
Property Damage Protection:	\$89	Tax Rate	12.5%

**This owner accepts: Credit cards.**

Always make sure to call the number on the listing to confirm payment details. Only pay using credit card, PayPal, check or direct bank transfer. NEVER pay by cash or instant money transfer services such as Western Union or MoneyGram. [Learn more \(http://www.homeaway.com/info/security?Travelers/Safe-Payment-Tips\)](http://www.homeaway.com/info/security?Travelers/Safe-Payment-Tips)

**Don't forget your vacation protection!** [Get protected now \(http://www.vacationprotection.com?utm\\_source=vrbo&utm\\_medium=cross%20brand&utm\\_content=pdprates&utm\\_campaign=vpcomxs\)](http://www.vacationprotection.com?utm_source=vrbo&utm_medium=cross%20brand&utm_content=pdprates&utm_campaign=vpcomxs)

Adding our Vacation Protection services can make sure your getaway goes smoothly, no matter what. We offer Cancellation Protection, Carefree Rental Guarantee, and Damage Protection so you can truly relax.

- Protect your payments in case you need to cancel.
- Guarantee the rental meets your expectations.
- Ensure you're prepared in case of accidental damage.

**Calendar**

Last updated: 02/27/2014

Arrival	Departure	Check availability	<a href="#">Previous</a>	<a href="#">Next</a>
---------	-----------	--------------------	--------------------------	----------------------

March 2014							April 2014							May 2014						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

June 2014							July 2014							August 2014							
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	
1	2	3	4	5	6	7			1	2	3	4	5							1	2



<b>Overview</b>				<b>Reviews</b>				<b>Rates</b>			<b>Calendar</b>					<b>Location</b>		<b>Owner Info</b>					<b>Photos</b>				
15	16	17	18	19	20	21	22	13	14	15	16	17	18	19	10	11	12	13	14	15	16						
22	23	24	25	26	27	28	29	20	21	22	23	24	25	26	17	18	19	20	21	22	23						
29	30							27	28	29	30	31			24	25	26	27	28	29	30						
															31												

Available   
  Unavailable   
  Today   
  Selected dates

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Owner

Email owner

Call owner

## Location



Nearest Airport: Miami International at 60 Miles

## Owner info



Year Purchased: 1999

### Contact us

Speaks: english, spanish



**Photos** Reviews Rates Calendar Location Owner Info Photos

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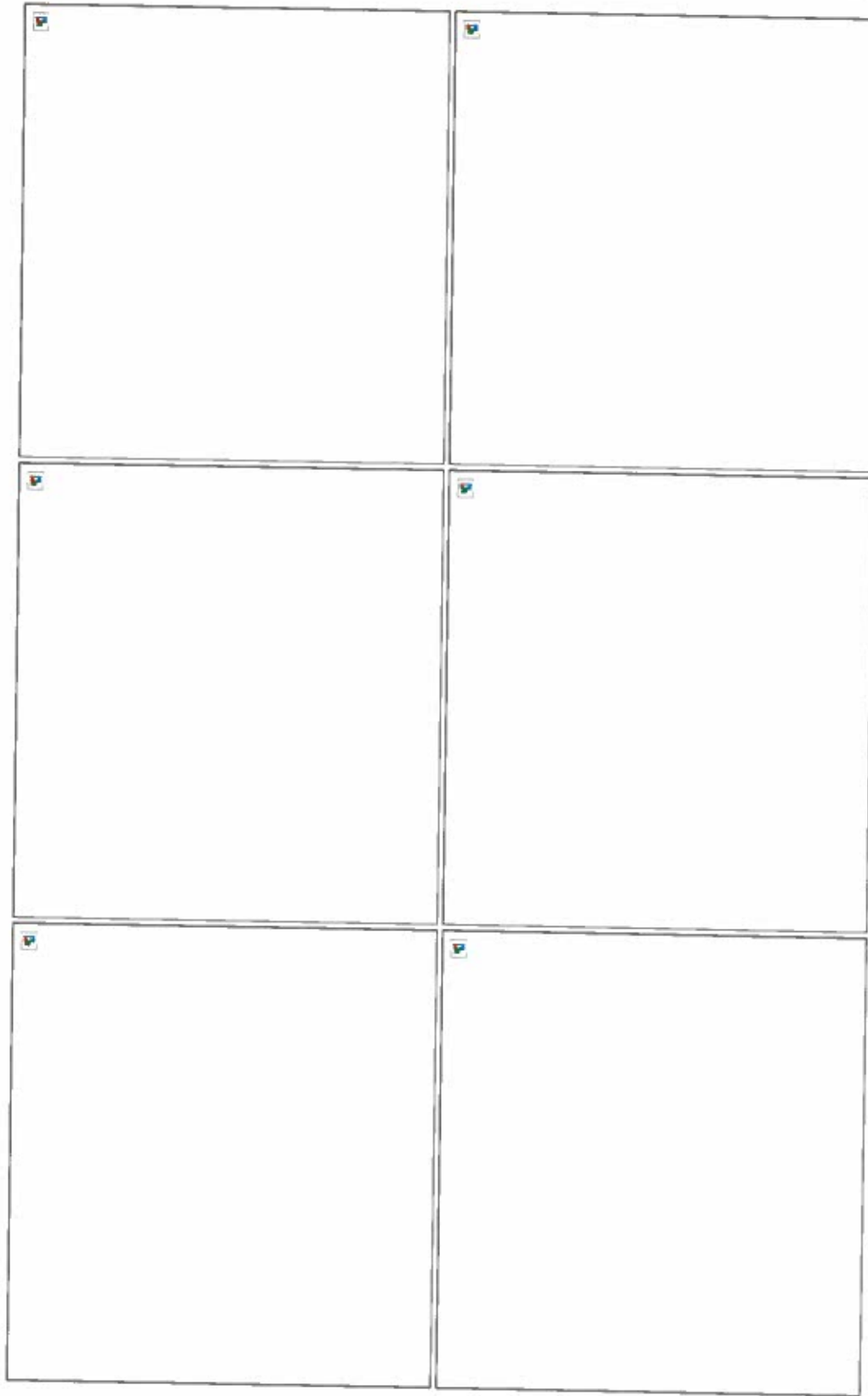
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Owner

Email owner

Call owner



<u>Overview</u>	<u>Reviews</u>	<u>Rates</u>	<u>Calendar</u>	<u>Location</u>	<u>Owner Info</u>	<u>Photos</u>

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Owner

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Overview	Reviews	Rates	Calendar	Location	Owner Info	Photos

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Owner

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Call owner



<a href="#">Overview</a>	<a href="#">Reviews</a>	<a href="#">Rates</a>	<a href="#">Calendar</a>	<a href="#">Location</a>	<a href="#">Owner Info</a>	<a href="#">Photos</a>

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Owner

Email owner

Call owner

**VRBO #189525**

There have been 21773 visitors to this page since the counter was last reset in 2009.

This listing was first published here in 2008.

Date last modified - Monday, March 10, 2014





- [Overview](#)
- [Reviews](#)
- [Rates](#)
- [Calendar](#)
- [Location](#)
- [Owner Info](#)
- [Photos](#)

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[Advantages \(http://www.vrbo.com/global/advantages.htm\)](http://www.vrbo.com/global/advantages.htm)
[Rental Guarantee \(http://guarantee.homeaway.com/vrbo/\)](http://guarantee.homeaway.com/vrbo/)
[Links \(http://www.vrbo.com/global/links.htm\)](http://www.vrbo.com/global/links.htm)
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Get an instant quote

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Owner

Email owner

Call owner



Overview Reviews Rates Calendar Location Owner Info Photos

you need to cancel. your expectations. of accidental damage.

**Calendar**

Last updated: 02/27/2014

Arrival Departure Check availability

← Previous Next →

March 2014							April 2014							May 2014							
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	
							0	7	8	9	10	11	12								
							13	14	15	16	17	18	19								
							20	21	22	23	24	25	26								
						31							27	28	29	30	31				

June 2014							July 2014							August 2014						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
1	2	3	4	5	6	7														
8	9	10	11	12	13	14														
15	16	17	18	19	20	21														
22	23	24	25	26	27	28								1	2	3	4	5	6	7
29	30													8	9	10	11	12	13	14
														15	16	17	18	19	20	21
														22	23	24	25	26	27	28
														29	30	31				

Feedback

Overview Reviews Rates Calendar Location Owner Info Photos

you need to cancel. your expectations. of accidental damage.

**Calendar**

Last updated: 02/27/2014

Arrival Departure Check availability

← Previous Next →

September 2014							October 2014							November 2014						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
1	2	3	4	5	6	7	1	2	3	4	5	6	7							
8	9	10	11	12	13	14	8	9	10	11	12	13	14							
15	16	17	18	19	20	21	15	16	17	18	19	20	21							
22	23	24	25	26	27	28	22	23	24	25	26	27	28							
29	30						29	30												

December 2014							January 2015							February 2015						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
1	2	3	4	5	6	7	1	2	3	4	5	6	7	1	2	3	4	5	6	7
8	9	10	11	12	13	14	8	9	10	11	12	13	14	8	9	10	11	12	13	14
15	16	17	18	19	20	21	15	16	17	18	19	20	21	15	16	17	18	19	20	21
22	23	24	25	26	27	28	22	23	24	25	26	27	28	22	23	24	25	26	27	28
29	30	31					29	30	31					29	30	31				

Feedback

PETITIONER'S EXHIBIT

5

M. P. U.

tabbles

11

[Rental Guarantee \(http://guarantee.homeaway.com/vrbo/\)](http://guarantee.homeaway.com/vrbo/) [Advantages \(http://www.vrbo.com/global/advantages.htm\)](http://www.vrbo.com/global/advantages.htm) [Community \(http://vacationrentals.vrbo.com/owner-community\)](http://vacationrentals.vrbo.com/owner-community) [Luxury \(http://luxury.homeaway.com/?utm\\_source=vrbo&utm\\_medium=cross-brand&utm\\_content=hp&utm\\_campaign=vrbo-hp-lux\)](http://luxury.homeaway.com/?utm_source=vrbo&utm_medium=cross-brand&utm_content=hp&utm_campaign=vrbo-hp-lux) [Help \(http://help.vrbo.com\)](http://help.vrbo.com)

[Traveler login](#)

[Owner login \(/Accounts.mvc/OwnerDash\)](#)

[List your property \(http://www.vrbo.com/cart/signup\)](http://www.vrbo.com/cart/signup)

Search for destination, property number, or keyword

Arrival

Departure

Search

## Your message has been sent!

### What to do next

You should be getting a response in the next day or so. For a faster response, or if you don't hear from them, you can call the owner at 305 432-3135 (Florida, USA).



We recommend you **inquire on a few properties** for the best chance of finding an available rental. Look for listings with "book online" for confirmed availability.

<http://www.vrbo.com/189>

[Continue your search \(http://www.vrbo.com/vacation-rentals/usa/florida\)](http://www.vrbo.com/vacation-rentals/usa/florida)

**Paying through HomeAway Payments is free** and protects you against fraud up to \$10,000! Call the owner or manager to confirm payment details. Never pay by cash or instant money transfer services like Western Union or MoneyGram.

### Check out these similar 4 bedroom properties



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[Advantages \(http://www.vrbo.com/global/advantages.htm\)](http://www.vrbo.com/global/advantages.htm) [Rental Guarantee \(http://guarantee.homeaway.com/vrbo/\)](http://guarantee.homeaway.com/vrbo/)  
[Links \(http://www.vrbo.com/global/links.htm\)](http://www.vrbo.com/global/links.htm) [VRBO Stayed Here \(http://www.vrbo.com/stayedhere\)](http://www.vrbo.com/stayedhere)

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# Welcome to Key Largo Lighthouse Beach

**From:** David McGraw (friends@keylargolighthouse.com)

**Sent:** Fri 3/14/14 5:00 PM

**To:** diane.robertson1970@outlook.com

Great news. We have September 6, 2014 available at our newest venue, Key Largo Lighthouse Beach.

I am working on your preliminary estimate and could go over it with you whenever you would like to call. When would be a good time?

I need some information:  
About how many guests will be attending your wedding?  
Where will most of your guests be coming from?

Here is some valuable information you may have missed:

1. Our newest [Florida beach weddings](#) venue, Key Largo Lighthouse Beach. It is five acres of spectacular and private wedding pleasure. Please check the link [Florida beach weddings](#).

I look forward to hearing from you.

Dave

Key Largo Lighthouse Beach  
[www.keylargolighthouse.com](http://www.keylargolighthouse.com)  
305 432 3135

## Inquiry Detail

Hello, my daughter is getting married September 6th! I would like to see what the costs associated with rental of the home would be for the 6 night rental of the home and if you had any suggestion on wedding companies/consultants that could help me. If you could email me this information I would greatly appreciate it. Thanks, Diane

Name	Diane Robertson
Requested Dates	Sep 3, 2014 - Sep 8, 2014 - I'm flexible
Guests	10 adults, 4 children
Email	<a href="mailto:diane.robertson1970@outlook.com">diane.robertson1970@outlook.com</a>
Inquiry from	VRBO.com





Looking for something?

Wedding Florida Destination Weddings Florida Wedding Venues All Inclusive Weddings Wedding Ideas Top Destination Weddings Florida Beach Weddings



Florida Beach Weddings - All new for 2014. A huge, five acre estate with only one purpose: Create the best beach weddings in Florida.

8+1 0

## What am I looking at? Key Largo Lighthouse Beach



## How will you make your Florida Beach wedding special?

Florida Beach Weddings

When you attend a wedding, what do you remember? What do other people remember? For most of us, the location is the clearest and most vivid in our memory.



# What will insure that your Florida beach wedding will be remembered for years to come?

## Beach Weddings in Florida

What is the most important single decision you can make about your wedding?

The answer is obvious. If you want to create one of the most memorable beach weddings in Florida, you don't want to settle for a part time wedding location like a hotel or restaurant. You need a specialist.



## DID YOU KNOW?

### Florida Destination Weddings

Key Largo Lighthouse Beach is pure, full time, wedding venue. We aren't a hotel, or a restaurant, or a park. We are a 5 acre wedding venue, period, with only one purpose: Create the best Florida beach weddings possible.





## How will Key Largo Lighthouse Beach create the best beach weddings in Florida?

**Size - You can have a wedding of 5 or 500. This property boasts:**

- Five (5) private landscaped acres.
- Two private beaches.
- Two private marinas.
- Private 5 bedroom home with pool.
- Private parking sufficient for cars and buses for any size event.

**Wedding Amenities - This property is designed exclusively for weddings:**

- Beach wedding decorations.
- Festival lighting.
- Music band-shell for music and dancing.
- On-site tents in case of rain.
- Appropriate air conditioned bathroom capacity.
- Tables, chairs, linens.
- Personnel to handle your Florida beach weddings every need.

## How do I create one of the best beach weddings in the Florida Keys?

1. What are the things brides most often want for their perfect Florida beach weddings?
2. Do you want a wedding nobody will ever forget?
3. Would you find comfort in working with an award winning wedding team who specialize in Florida beach weddings?

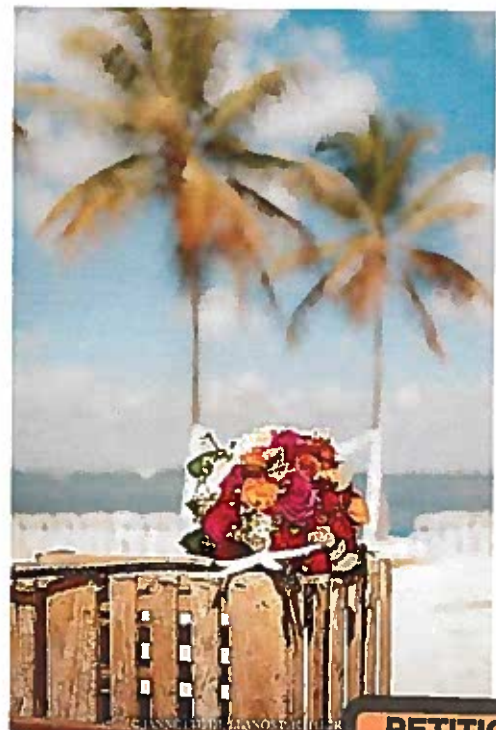
You can have it all. Key Largo Lighthouse Beach has all the important elements for beach weddings in Florida:

**Privacy:** Five (5) acres of nature Gated and walled for total privacy. This is not a public place for private weddings. This is a private place for very private weddings.

**Location:** Located in the fabulous Florida Keys just 60 miles from Miami airport in Key Largo Florida. We are situated in the center of all hotels, restaurants and shopping.

**Accommodations:** A five bedroom house with pool. Accommodations for 14. You can live on the property with your families for a number of days if you wish.

**Weather:** the warmest place in winter yet not a single 100 degree day ever recorded in summer. We are much drier than most places in the U.S. Half the rain of Miami or Orlando. Check out all the weather statistics here.





**Space:** Any size wedding is welcome here. Five acres of landscaped brilliance. A native hardwood forest, two beaches, marinas, and space to park hundreds of cars.

**Ammenities:** Things that only a full time wedding venue might have. Permanent tents, sufficient air conditioned bathrooms, music dancing bandshell, tables and chairs, uplighting and festival lighting, plenty of free parking.

**Customization:** Wedding unlimited. If you can imagine it you can have it.

**Experience:** Our sister property, The Key Largo Lighthouse and Marina was named #1 wedding venue in south florida the past two years in a row.

**Activities:** Key Largo is the diving and fishing capital of the world. If you want ocean excitement, you found it.



## How does renting Key Largo Lighthouse Beach work?

YOUR BURNING QUESTIONS ABOUT OUR FLORIDA BEACH WEDDINGS ARE ANSWERED HERE

**What is the maximum guest capacity?**

2 to 400 people may attend your event. 14 people may live on the property for any number of days before and after your event.

**What is the length of stay?**

You can have a "Day Of" event or you can stay any number of days on the property if you rent the home.

**Describe your parking facilities. How many parking spaces are there?**

There is parking for cars and buses sufficient for any event.

**Are there restrooms available for our parties?**

There are sufficient air-conditioned bathrooms for any size event.

**Is there handicap access?**

Yes and No. Yes, for the day of the wedding, the bathrooms are ADA (wheelchair) accessible. The home is not, but it is on one level.

**Common Questions**

"Follow this link for general information common to all our properties."



Common Questions Planning a Destination Wedding →

## By now you know we have three spectacular and unique wedding venues in South Florida.

Check out each of our Key Largo Lighthouse venues.

The Key Largo Lighthouse & Marina  
[Outdoor wedding venue in Florida.](#)

Key Largo Lighthouse Beach  
[Florida Beach Wedding.](#)

Key Largo Lighthouse Sunset Bay  
[Florida beach wedding venues](#)

## Three Great Properties To Choose From!

### 1. Key Largo Lighthouse Beach!

Our newest and largest.!

BOOKING NOW FOR 2014-15.



Key Largo Lighthouse Beach  
[Florida Beach Weddings.](#) →

Check out our Florida Wedding Packages →

### Create my wedding now!

Three ways to contact us!

Call: (305) 432-3135

Email: friends@keylargolighthouse.com

Or Just fill this simple form:

### 2. The Key Largo Lighthouse!

Voted #1 in south Florida for 2013!

AWARD WINNING WEDDINGS





The Key Largo Lighthouse & Marina  
Top outdoor wedding venue in Florida

Key Largo Lighthouse Beach Weddings  
Tel: (305) 432-3135  
friends@keylargolighthouse.com

### Create my wedding now!

**Name:** \*

**Email:** \*

**Number of persons attending your wedding:** \*

**Approximate arrival date:** \*

**Approximate departure date:** \*

**Phone number:** \*

(We won't call you unless we have a problem with your email address)

**Other specific information:**

Submit

## You may also want to know more about...



Mariana McGraw

[Florida Wedding Venues](#)  
[Florida Destination Weddings](#)  
[All Inclusive Florida Weddings](#)  
[Key West Wedding](#)  
[Florida Wedding Packages](#)

[Destination Wedding Cost](#)  
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How do you know your wedding will be a success?  
 "There is no opportunity to do it over."  
 We create award winning weddings one at a time.  
 We want to create yours next. *-Mariana McGraw*

Create your wedding  
 Contact us today

We take your wedding just as seriously as you do.





# MEMORANDUM

**To:** Monroe County Planning Department  
**From:** Monroe County Code Enforcement Inspector: Teri Rumberger  
**Subject:** Referral for Determination - Prior Approvals for property  
**Date:** 03/25/2014  
**Code Enforcement Case:** CE14030127

---

Address of Alleged Violation: 2 Thurmond St., Key Largo, Florida  
Business Name: Key Largo Lighthouse & Marina aka Sunset Beach Weddings, Inc.  
Name of Property Owner or Tenant: DS Investments I LLC

**RE#00088160-000100** Nearest Mile Marker or Key: 98 MM

**Description of Alleged Violation:**

Short-term Vacation Rentals

**Documents related to this parcel and/or case are:**

Property Record Card

**Other information (described or attached)**

Were any Past Approvals, LOU, Conditional Use approval or Temporary Use approval granted to this property?

The County Attorney would like a response immediately. Thank you for your assistance.

**Planning findings and corrective action for compliance:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\_\_\_\_\_  
**Signature/Title**

\_\_\_\_\_  
**Date**

## Rumberger-Teri

---

**From:** Schwab-Townsley  
**Sent:** Friday, April 04, 2014 2:09 PM  
**To:** Norman-Ronda; Rumberger-Teri  
**Cc:** Ortiz-Reynaldo; Bursa-Karl  
**Subject:** Referral for Determinatin request Memos  
**Attachments:** CE13060110-101 Oleander Circle, KL.PDF; CE14030127-2 Thurmond St, KL.PDF; CE13110087-164 N Bay Harbor, KL.PDF

Please see below response to attached requests.  
Townasley

---

**From:** Ortiz-Reynaldo  
**Sent:** Friday, April 04, 2014 1:58 PM  
**To:** Schwab-Townsley  
**Cc:** Bursa-Karl  
**Subject:** RE: scans

Townsley,

Below is Karl's response.

ro

Rey:

Here are the findings of my investigation regarding the files forwarded to me, CE13110087, CD14030127, and CE13060110.

CE13110087: RE#00489630.000000

Zoning: IS

FLUM: RL

Permits: All permits associated with this property are building permits for basic repair and upkeep of property. No Vacation Rental Permits are associated with this RE# or address.

Special Approvals: No special approvals exist for this RE# or address.

CE13060110: RE#00503800.000000

Zoning: IS

FLUM: RM

Permits: All permits associated with this property are building permits for basic repair and upkeep of property. No Vacation Rental Permits are associated with this RE# or address.

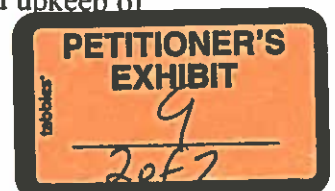
Special Approvals: No special approvals exist for this RE# or address.

CE14030127: RE#00088160.000100 \*

Zoning: SR

FLUM: RL

Permits: All permits associated with this property are building permits for basic repair and upkeep of property. No Vacation Rental Permits are associated with this RE# or address.



**Special Approvals:** Four Special Approvals are associated with this property; however, they all involve TDR's and the purchase of TDRs and are not associated with vacation rental approval.

**Conclusion:** Based on my research, no vacation rental approval is associated with any of these properties.

Please let me know if you have any questions.

**Karl W. Bursa, AICP**  
Planner  
Monroe County  
Planning & Environmental Resources  
(305) 289-2589  
2798 Overseas Hwy., Suite 400  
Marathon, FL 33050

---

**From:** Schwab-Townsley  
**Sent:** Friday, April 04, 2014 12:25 PM  
**To:** Ortiz-Reynaldo  
**Subject:** FW: scans

Rey,

Please see attached memos re: Referrals for Determinations from Code which I received yesterday. We need a response by next Tuesday. If you can't get to it assign to someone else, but have it go back through you and then to me.

Thanks,  
Townsley

---

**From:** Creech-Gail  
**Sent:** Friday, April 04, 2014 11:37 AM  
**To:** Schwab-Townsley  
**Subject:** scans

*Best Regards,*  
*Gail Creech*  
*Planning Commission Coordinator*

Monroe County Planning & Environmental Resources  
2798 Overseas Highway, Ste 400  
Marathon, FL 33050  
Main Phone: 305-289-2500  
Office: 305-289-2522  
Fax: 305-289-2536  
[creech-gail@monroecounty-fl.gov](mailto:creech-gail@monroecounty-fl.gov)



Please note: Florida has a very broad public records law. Most written communications to or from the County regarding County business are public record, available to the public and media upon request. Your e-mail communication may be subject to public disclosure.  
Fax: 305-289-2536

---





**Rumberger-Teri**

---

To: Davisson-Bryan  
Subject: RE: Another request please

From: Davisson-Bryan  
Sent: Wednesday, May 07, 2014 11:42 AM  
To: Rumberger-Teri  
Subject: RE: Another request please

Teri

Below is the info I found:

00088160-000100      *2 Thurmond St.*  
Approximately half of the property was previously SC  
Resolution 198-1999  
Effective Date: 9/24/99  
See attached document

I didn't find any amendments for these parcels:

00085930-000000  
00503800-000000  
00554950-000000  
00489630-000000

Let me know if you have any questions.

Bryan

**Bryan Davisson**  
Monroe County – Growth Management – Geographic Information Systems  
2798 Overseas Highway  
Marathon, FL 33050

Phone: 305-289-2533  
Fax: 305-289-2536

Monroe County - GIS

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. F.S. 668 6076

This message sent from the Monroe County Growth Management Office,  
2798 Overseas Highway, Suite 410, Marathon, FL 33050. Telephone - (305) 289-2500



**From:** Rumberger-Teri  
**Sent:** Tuesday, May 06, 2014 5:00 PM  
**To:** Davisson-Bryan  
**Subject:** Another request please

Hi Bryan,  
Lisa and I are working a few other properties that we would like to see if the zoning has changed...??? And sorry for the short notice...

Can you please look at the following RE#'s and let me know:

1. RE#00088160-000100 (2 Thurmond St., KL) – currently SR
2. RE#00503800-000000 (101 Oleander Cir. KL) – currently IS
3. RE#00489630-000000 (164 N. Bay Harbor KL) – currently IS
4. RE#00554950-000000 (97240 O/S Hwy, KL) – currently IS

Thank you again!

*Please contact me if I can be of further assistance.*

Have a great day!  
Teri

Teri Rumberger  
Monroe County Code Compliance  
Marathon Government Center  
2798 Overseas Highway  
Marathon, FL 33050

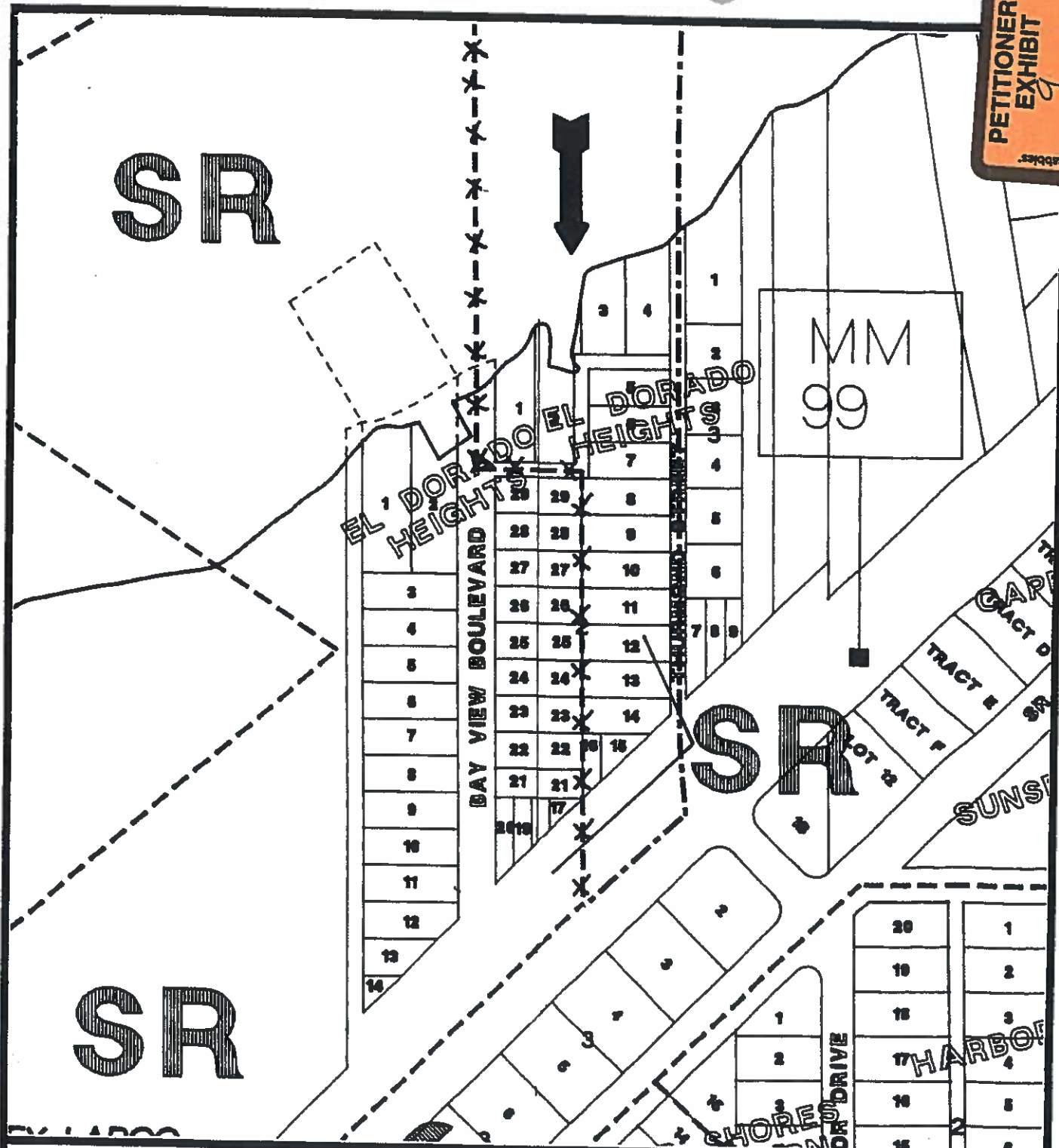
P: (305) 289-2563  
F: (305) 289-2858  
Email: [rumberger-teri@monroecounty-fl.gov](mailto:rumberger-teri@monroecounty-fl.gov)  
Website: [www.monroecounty-fl.gov](http://www.monroecounty-fl.gov)

*All correspondence is subject to the State of Florida Public Records Law.*

Please consider the environment before printing this email



PETITIONER'S EXHIBIT  
 9/24/99  
 L. J. G. / J. G.



1"=200'

Pursuant to Section 9.5-24(a)(2)(h) of the Monroe County Code, the boundaries of the Land Use District Map are interpreted to be located as indicated above and briefly described as: Delete boundaries through the center of Blk 2, along alley and along Bay View Blvd. as shown. Add boundary along Thurmond St. as shown to include lots 1-16, Blk 2, El Dorado Heights in the SR District.

*Christy A. Gray*  
 Director of Planning

9/24/99  
 Date

BOCC Resolution 198-1999 Key Largo (106) Sheet 134,137



Home - Beach Weddings Florida Destination Weddings Florida Wedding Venues  
All Inclusive Weddings Beach Weddings >> Contact

## Home - Key Largo Lighthouse Beach Weddings



Florida Destination Wedding Venue

Beach Weddings at the Key Largo Lighthouse in the fabulous Florida Keys.

g+1

186





## Would you like a wedding that everybody talks about for years to come?

THE COST IS THE SAME. THE WEDDING IS NOT.

Your wedding can be unforgettable. Do you think that means you need a huge budget? Maybe not. Start with our award winning Florida destination wedding venue, then add your own special touches. Voila! You just created the beach wedding of your dreams at an astounding price.

*"The difference between a good wedding and a great wedding is not the price. It's the wedding venue."*

Learn how to create a more private [Florida Keys wedding](#)





## Comprehensive Florida destination wedding venues guide

IN THE NEXT FEW MINUTES YOU WILL LEARN HOW TO CREATE A TRULY MEMORABLE WEDDING !

Your friends and family will wonder how you did it?

How you found it?

How you could afford it?

You can have an award winning Florida beach wedding for far less than you think.





Q.

## Unique beach weddings all have what in common?

A. VENUE, VENUE, VENUE. THEY ALL START WITH AN UNFORGETTABLE VENUE.

Key Largo Lighthouse beach weddings are more private, more family oriented, and more fun. Your wedding can be unforgettable. And it doesn't need to cost more. In fact it may cost less! Our planner, our chef, our entire staff are here to make your dreams come true.



## How do you know your wedding will be a success?

LET'S BE HONEST, IT REQUIRES TALENT AND EXPERIENCE.



Key Largo Lighthouse Beach is not a part time wedding venue. Your wedding is not a tool we use to fill hotel rooms or restaurant seats. Florida destination weddings are our only business. We care as much about your beach wedding success as you do. We enjoy creating great weddings. Our staff includes experts.

Learn how we create award winning Florida beach weddings

- Florida Wedding Venue
- Destination Weddings in Florida
- All Inclusive Florida Weddings
- Wedding Packages
- Beach Weddings
- Destination Wedding Cost
- Weddings F.A.Q.
- Wedding Testimonials
- Florida Keys Weather

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Home - Beach Weddings Florida Destination Weddings Florida Wedding Venues All Inclusive Weddings Beach Weddings >> Contact

## Florida Wedding Venues



Unique Florida Wedding Venues  
Award winning Florida weddings created one at a time at Key Largo Lighthouse Beach.

8+1 2



### Voted one of the best wedding venues in South Florida two years in a row

ROMANTIC IS THE WORD YOU ARE LOOKING FOR

There is elegant and there is casual. But our Florida wedding venue is both. The site ooze a sort of timeless elegance, while at the same time, a naturally casual outdoor wedding experience. So here is where nature and elegance mix to become "Romantic".

#### DID YOU KNOW?

Our venue is closer to Miami International airport, an easy 60 minute drive. That makes us hours closer than most Florida Keys wedding venues for you and your guests.



## Surprising Florida wedding venues

YOUR GUESTS ARE NOT EXPECTING THIS

When you attend a wedding, what do you remember? What do other people remember? For most of us, the location is the clearest and most vivid in our memory.

They will all ask how you found it and all wonder how you could afford it. Palm trees and white sand beaches. Huge party areas. Impeccable accommodations for your families. Meticulous maintenance.

Your wedding success is assured. Our award winning Florida wedding venues become the framework for your own unique beach wedding in The Florida Keys.



### Key Largo Lighthouse Beach

TRUE PRIVACY ON A GATED 5 ACRE ESTATE

A 2 person wedding or 400 person event. A huge party area puts your unique wedding on the beach in the fabulous Florida Keys. It oozes elegance in a strangely casual way. Our guest give it an "A" for "Awesome". Private accommodations for 10 - 16 people if preferred. Private boat docks included.

Learn more about [my wedding venue accommodations](#)



Why is Key Largo Lighthouse beach one of the great Florida wedding venues?



**SIZE - You can have a wedding of 4 or 400. This property boasts:**

- Five (5) private landscaped acres.
- Two private beaches.
- Two private marinas.
- Private 5 bedroom home with pool.
- Private parking sufficient for cars and buses for any size event.

**REAL PRIVACY- There are no other guests.**

Our Florida wedding venue boast accommodations directly on the property. Your families can live, play, laugh and love together for a number of days. And all amenities, restaurants, hotels shopping are very close by.

Weddings here are mainly about family and friends being together. Our weddings are measured in days, not hours and minutes. At Key Largo Lighthouse Beach, weddings are a giant family magnet. It pulls everyone close together as they relax and play together in real privacy.



**WEDDING AMENITIES - This property is designed exclusively for weddings.**

- Up-lighting and Festival lighting.
- White Chinese lanterns throughout.
- DJ / Band area with raised dance floor.
- On-site tents in case of rain.
- Appropriate air conditioned bathroom capacity.
- Tables, chairs.
- Personnel to handle your Florida beach weddings every need.

**PROFESSIONAL STAFF - Expert planner and executive chef focused on your wedding.**

Choose a South Florida wedding location capable of producing spectacular and unique beach weddings. There are other beautiful wedding venues in Florida but none can match the privacy, natural beauty, sheer elegance, and cost advantages of our Beach Weddings Key Largo Lighthouse wedding location in the Florida Keys.

## OMG, ISC.

(Oh, my God. It's so clean.)

You will find great accommodations for 10 - 16 people in big comfy beds with fluffy pillows. Our promise: "It will be as clean as it can be". There won't be that moldy, mildew smell Florida hotels are famous for. Not here. Your rooms will be clean and free of odor.

Learn more about [my wedding venue accommodations](#)





Do you know how to start planning a destination wedding? We do.

[Request a wedding quote](#)



In 2014, a huge upgrade to our outdoor lighting and power. The result is spectacular.

The feeling is so very different. A Florida Keys wedding that explodes with light. Daytime offers incredible nature and wild beauty. But then, in the nighttime, the lighting systems make the beaches sparkle into a romantic, almost surreal wonderland.

Up-lighting, path lighting, festival lighting, Chinese lanterns - They all combine to create an ambiance a truly great wedding needs and deserves.

[Learn more about all inclusive Florida weddings](#)

What will insure that your Florida wedding will be remembered for years to come?



### FLORIDA WEDDING VENUES

What is the most important single decision you can make about your wedding? The answer is obvious. If you want to create one of the most memorable Florida weddings, you don't want to settle for a part time wedding location like a hotel or restaurant. You need a specialist.

Request a [wedding quote](#)



## How does renting Key Largo Lighthouse Beach work?

Your burning questions about our Florida wedding location are answered here.

Common questions [planning a destination wedding](#)

- Florida Wedding Venue
- Destination Weddings in Florida
- All Inclusive Florida Weddings
- Wedding Packages
- Beach Weddings
- Destination Wedding Cost
- Weddings F.A.Q.
- Wedding Testimonials
- Florida Keys Weather

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1/1

Login Help

List your property (http://www.vrbo.com/info/list-your-property?icid=IL\_LYP\_O\_Text\_lyttopnav)

Private Homes, Key Largo, Florida

Arrival

Depart

Search

Home (http://www.vrbo.com) USA (http://www.vrbo.com/vacation-rentals/usa)

Florida (http://www.vrbo.com/vacation-rentals/usa/florida) Florida Keys (http://www.vrbo.com/vacation-rentals/usa/florida/keys)

Key Largo Area (http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area)

Key Largo (http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area/key-largo)

Private Homes (http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area/key-largo/private-homes)

VRBO Listing #189525

Like 2

# Very Private - 5 Acre Beachfront



Save to my favorites

\$15

per night (USD)

0

4 Bedroom / 5.5 Bathroom  
Sleeps 17

Contact owner for availability

Minimum stay: 1 nights

Arrival

Departure

Get an instant quote



Owner

Email owner

Show Phone Number

Speaks: english, spanish

Overview

Reviews

Rates

Calendar

Location

Owner Info

Photos

Minimum stay:

1 night Pets considered:

No

Internet:

Yes Wheel chair accessible:

No

## Private Homes estate description

This property is enormous. Midweek special pricing. Big family vacation. Check out our website.

Property Type

2400 sq. ft.

Estate

Add vacation protection services to your booking

Three services to protect your trip:

Protect your payments in case you need to cancel.

Guarantee the expectations

Ensure you're of accidenta



Get it now

**Accommodation Type**

Vacation Rental

**Meals**

Guests Provide Their Own Meals

**Suitability**

Minimum Age Limit For

Renters:

*Renter signing the contract must be at least 25 years of age.*

Pets Not Allowed

Long-Term Renters Welcome

Nude Beach

Limited Accessibility

Children Welcome

Non Smoking Only

**Bedrooms: 4 Bedrooms, Sleeps 17, Beds for 10-17**

Bedroom 2: 1 king

Bedroom 3: 1 king

Bedroom 4: 1 king

Bedroom 1: 1 king, 2 twin/ single

Bedroom 6: 4 sleep sofa /futon

*Two Queen sofa beds and two futons.*

King size beds (5), Queen sleep sofas (2)

**Bathrooms: 5 Bathrooms, 1 Half Bathroom**

Bathroom 1: toilet, shower

Bathroom 2: toilet, shower

Bathrooms for events

*Air conditioned bathrooms for up to 250 guests.*

Bathroom 4: toilet, shower

Bathroom 5: toilet, shower

Bathroom 6: toilet, shower

**Kitchen & Dining**

Dining:

*Enclosed room located between the pool and the kitchen.*

Kitchen:

*Recently remodeled complete modern kitchen*

**Amenities**

Air Conditioning

Fireplace

Living Room

Linens Provided

Towels Provided

Parking

Clothes Dryer

Washing Machine

**Entertainment**

Satellite / Cable

Television

**Communications**

Internet



**Pool & Spa**

Private Pool                      Heated Pool

**Outdoor Features**

Balcony                      Lawn / Garden                      Outdoor Grill

**Location & View**

Waterfront                      Beachfront

**Car**

Necessary

**Activities**

- |                            |                 |                   |
|----------------------------|-----------------|-------------------|
| Cycling                    | Snorkeling      | Marina            |
| Sailing                    | Hiking          | Restaurants       |
| Swimming                   | Deepsea Fishing | Reefs             |
| Fishing                    | Tennis          | Fitness Center    |
| Water Skiing               | Parasailing     | Medical Services  |
| Snorkeling/Diving          | Kayaking        | Hospital          |
| Laundromat                 | Bird Watching   | Groceries         |
| Wind-Surfing               | Beachcombing    | Massage Therapist |
| Scuba Diving Or Snorkeling | Boating         | Paddle Boating    |
| Pier Fishing               | Eco Tourism     | Sight Seeing      |
| Jet Skiing                 | Walking         | ATM/Bank          |
| Surf Fishing               | Coin Laundry    | Wildlife Viewing  |

**Other Activities**

Outdoor activities are everywhere. After all, you really are living on a tropical island. Most of the activities are inexpensive, and many of the activities are free because they are right here on the property. You can find excellent snorkeling and some of the most fun fishing right here. People rent kayaks or jet skis or a boat for the week and practically live on the water. Many people come with plans to leave the property to do different activities every day but soon find themselves just hanging around on the property all day playing with the family.

**Reviews**

[Write a review \(http://www.vrbo.com/189525/reviews/write\)](http://www.vrbo.com/189525/reviews/write)

This property does not have any reviews yet.

[Be the first to write a review for this listing... \(http://www.vrbo.com/189525/reviews/write\)](http://www.vrbo.com/189525/reviews/write)

**Rates**

Currency Conversion

Rental basis: Per property

Rental rates quoted in: **USD**

Dates	Nightly	Weekend Night	Weekly	Monthly *	Event
<b>My Standard Rate</b> 1 night min stay	\$15		\$400	\$400	

Changeover Day: Tuesday

\* Approximate Monthly rates, actual rate will depend on the days of the month you stay





**Additional information about rental rates**

**Fees and Rental Conditions:**

cleaning	\$400
Property Damage Protection	\$89
Taxes	Not included

**Notes:**

See our website for more information.

In full 90 days prior to arrival.

**This owner accepts: Credit cards.**

Always make sure to call the number on the listing to confirm payment details. Only pay using credit card, PayPal, check or direct bank transfer. **NEVER** pay by cash or instant money transfer services such as Western Union or MoneyGram. [Learn more \(http://www.homeaway.com/Info/security?Travelers/Safe-Payment-Tips\)](http://www.homeaway.com/Info/security?Travelers/Safe-Payment-Tips)

**Don't forget your vacation protection! Get protected now ([http://www.vacationprotection.com?utm\\_source=vrbo&utm\\_medium=cross%20brand&utm\\_content=pdrates&utm\\_campaign=vpcmxs](http://www.vacationprotection.com?utm_source=vrbo&utm_medium=cross%20brand&utm_content=pdrates&utm_campaign=vpcmxs))**  
Adding our Vacation Protection services can make sure your getaway goes smoothly, no matter what. We offer Cancellation Protection, Carefree Rental Guarantee, and Damage Protection so you can truly relax.

Protect your payments in case you need to cancel.

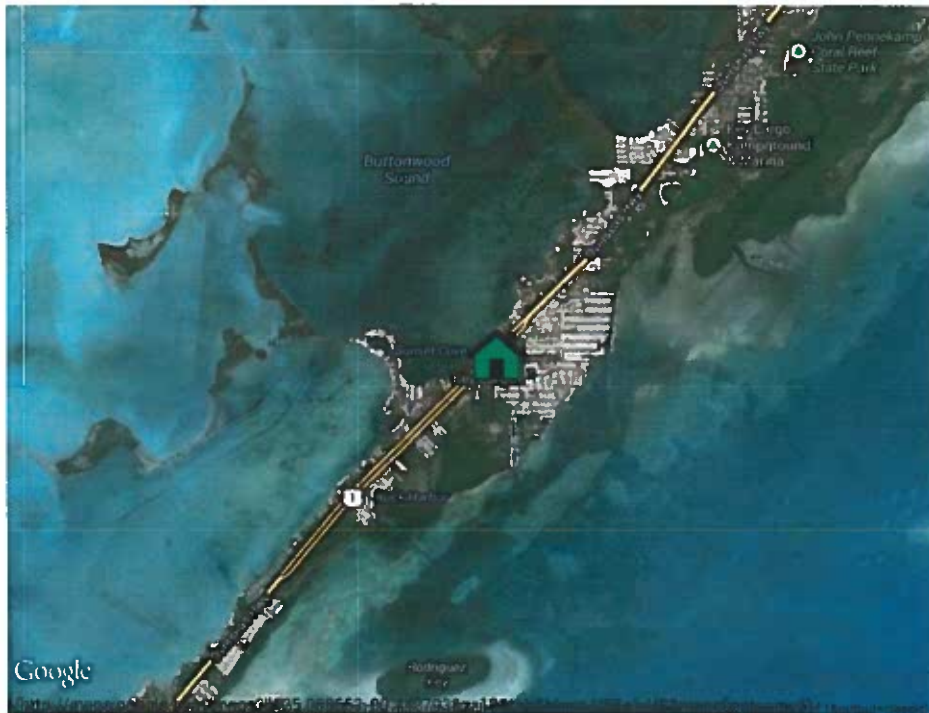
Guarantee the rental meets your expectations.

Ensure you're prepared in case of accidental damage.

## Calendar

Sorry this information is not available. Please contact the owner for more information.

## Location

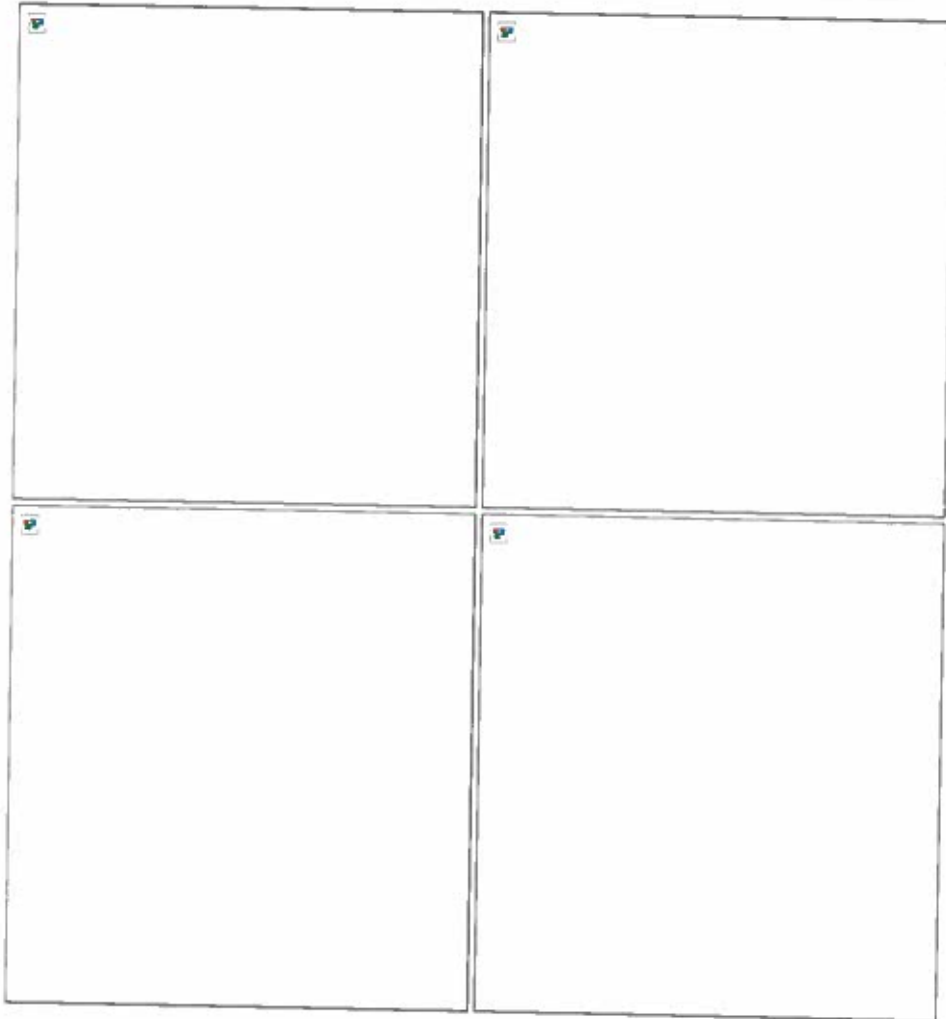


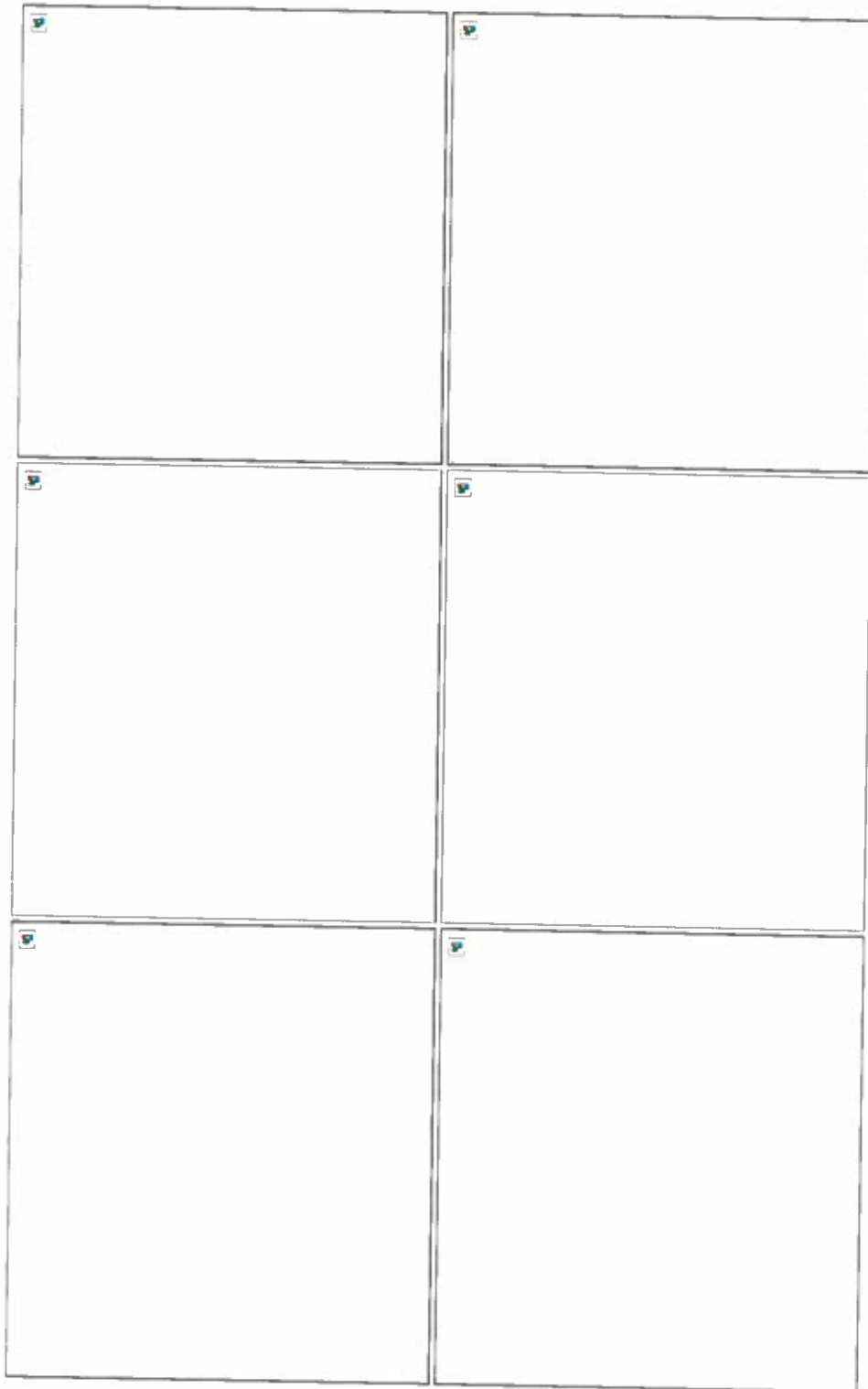


Contact us

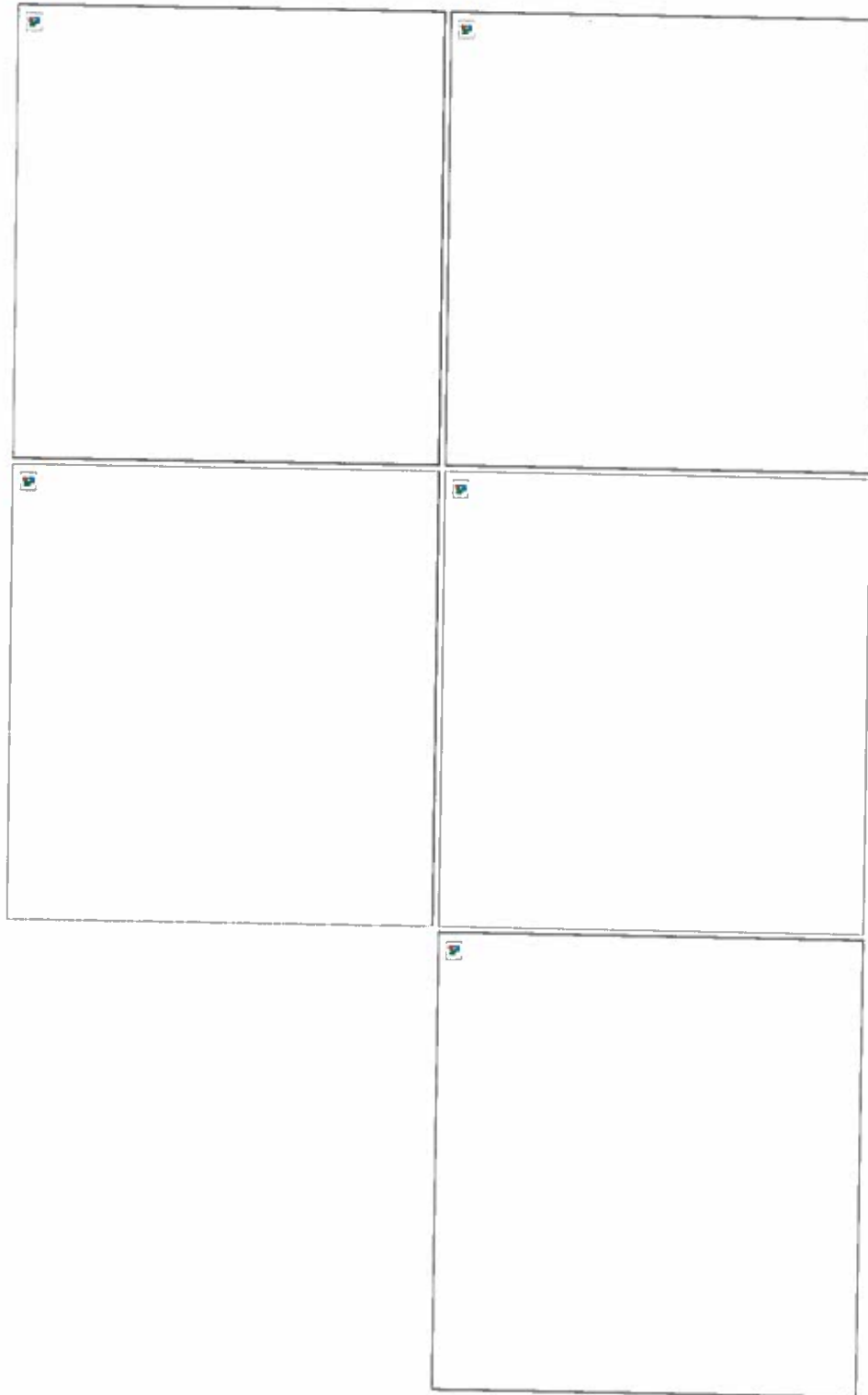
Speaks: english, spanish

## Photos






**PETITIONER'S EXHIBIT**  
11  
70 f 9



**VRBO #189525**

There have been 22660 visitors to this page since the counter was last reset in 2009.

This listing was first published here in 2008.

Date last modified - Wednesday, March 26, 2014



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Insider Guides provided by (<http://www.gogobot.com/>)

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County of Monroe  
Growth Management Division

Code Compliance Department  
2798 Overseas Highway  
Marathon, Florida 33050  
Voice: (305) 289-2810  
FAX: (305) 289-2858



Board of County Commissioners  
Mayor Sylvia Murphy, Dist. 5  
Mayor Pro Tem Danny L. Kolhage, Dist. 1  
Heather Carruthers, Dist. 3  
David Rice, Dist. 4  
George Neugent, Dist. 2

*We strive to be caring, professional, and fair.*

DS INVESTMENTS I LLC  
ATTN: Scott Daiagi  
2200 N 30 Road  
Hollywood, FL 33021

RE#00088160-000100

2 Thurmond St., Key Largo, Florida

Case#: CE14030127

Date: 10/03/2014

**COURTESY LETTER FOR EXPIRED VACATION RENTAL USE PERMIT  
OR A VACATION RENTAL USE PERMIT REQUIRED**

To whom it may concern:

A recent check of our records or information obtained by this office for the above mentioned property indicate that the Vacation Rental permit on file has expired or the property is currently being used or advertised without the required vacation rental permit. If the property in question is being used as a short term rental a permit will be required to continue this use.

This letter is intended to seek your cooperation in bringing your property into compliance without further code enforcement action.

If an application is not received within 30 days of receipt of this courtesy letter, a Notice of Violation/ Notice of Hearing will be sent to the property owner.

If the property is no longer being used for short term rentals or the use of this property is not as stated, please contact our office so that our records can be updated. If you are currently using the property as a short term rental and need to renew or obtain a current rental permit, I will be happy to assist you in the permit process.

Please feel free to contact me at (305) 289-2563 or Planning Department 305-289-2500.

Sincerely,

Teri Rumberger  
Cc: file

70 13 1710 0000 2973 1527



**All of the following must be submitted in order to have a complete application submittal:**

- Complete vacation rental application (unaltered and unbound)**
- Correct fee (check or money order to Monroe County Planning & Environmental Resources)**
- Current Property Record Card(s) from the Monroe County Property Appraiser**
- Proof of ownership (i.e. Warranty Deed)**
- Photograph of dwelling unit from adjacent roadway**
- Floor plan of dwelling unit (showing square footage, building layout and types of rooms)**
- Site Plan (including all property lines, structures, drives and parking spaces)**
- Current and valid Monroe County Business Tax**
- Current and valid Florida Department of Revenue Certificate of Registration (issued pursuant to Chapter 212, Florida Statutes)**
- Current and valid Florida Department of Business and Professional Regulation license (issued pursuant to Chapter 509, Florida Statutes)**
- Current and valid federal tax identification number (or social security number if the applicant has no federal tax identification number)**
- Approved Florida Department of Health or Florida Department of Environmental Protection inspection or certification of the adequacy of the sewage disposal system for use as a vacation rental**
- Current and valid Special Vacation Rental Manager License (or copy of application for license)**
- Copy of completed "Tenants Agreement" (please see attachment)**
- Copy of completed "Notice of Vacation Rental Use" (please see attachment)**
- Proof that the completed "Notice of Vacation Rental Use" and "Tenants Agreement" were sent by certified return mail to all property owners located within 300 feet of the property on which the dwelling unit is situated, not less than 30 days prior to the date of approval of the application (this list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 300 foot radius, each unit owner must be included)**
- An approved inspection report from the Office of the Fire Marshal verifying compliance with NFPA Life Safety Code 101**

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

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

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





# MONROE COUNTY FLORIDA CODE ENFORCEMENT DEPARTMENT

## REGISTERED MAIL RECEIPTS

Complaint Number: CE 14030127

CERT #: 7013 1710 0000 2973 1527

GOOD SERVICE: yes 12/16/14  
NO SERVICE: \_\_\_\_\_

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DS INVESTMENTS I LLC  
ATTN: SCOTT DAIAGI  
2200 N 30 ROAD  
HOLLYWOOD, FL 33021  
CE14030127/CTR LTR/TR

2. Article Number

(Transfer from service label)

PS Form 3811, July 2013

7013 1710 0000 2973 1527  
Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

- A. Agent  Walter Krivick  Agent
- B. Prepared by (Printed Name)  Walter Krivick  Addressee
- C. Date of Delivery 12-16-14
- D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail®  Priority Mail Express™
- Registered  Return Receipt for Merchandise
- Insured Mail  Collect on Delivery
4. Restricted Delivery? (Extra Fee)  Yes

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		



DS INVESTMENTS I LLC  
ATTN: SCOTT DAIAGI  
2200 N 30 ROAD  
HOLLYWOOD, FL 33021  
CE14030127/CTR LTR/TR

PS Form 3800, August 2006 See Reverse for Instructions

7251 6262 0000 0121 6702

**PETITIONER'S EXHIBIT**  
12  
30/14

Overview

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[Key Largo Area \(http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area\)](#)

[Key Largo \(http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area/key-largo\)](#)

[Private Homes \(http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area/key-largo/private-homes\)](#)

VRBO Listing #189525

Like 4

## Wedding Home Very Private - 5 Acre Beachfront



Minimum stay:

1 night Pets considered:

No

Internet:

Yes Wheel chair accessible:

No

### Private Homes estate description

This property is enormous and completely set up for your wedding. Check out our Key Largo Lighthouse website.

Property Type

Estate

2400 sq. ft.



[Accommodation Type](#) | 
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**Meals**

Guests Provide Their Own Meals

**Suitability**

Minimum Age Limit For Renters: *Renter signing the contract must be at least 25 years of age.* | 
 Non Smoking Only | 
 Children Welcome | 
 Limited Accessibility | 
 Long-Term Renters Welcome

Pets Not Allowed

**Bedrooms:** 4 Bedrooms, Sleeps 18, Beds for 10-18

Bedroom 2: 1 king

Bedroom 3: 1 king

Bedroom 4: 1 king

Bedroom 1: 1 king, 2 twin/ single

Bedroom 6: 4 sleep sofa /futon  
*Two Queen sofa beds and two futons.*

King size beds (4), double twin daybed (1), Futons (2), Queen sleep sofas (2)

**Bathrooms:** 5 Bathrooms, 1 Half Bathroom

Bathroom 1: toilet, shower

Bathroom 2: toilet, shower

Bathroom 4: toilet, shower

Bathroom 5: toilet, shower

Bathroom 6: toilet, shower

Bathrooms for events  
*Outside air conditioned bathrooms for up to 250 guests.*

**Entertainment**

Television | Satellite / Cable

**Attractions**

Restaurants | Reefs | Marina

Coin Laundry | Nude Beach

**Local Services & Businesses**

ATM/Bank | Groceries | Laundromat

Fitness Center | Hospital | Massage Therapist

Medical Services

**Leisure Activities**

Beachcombing | Walking | Boating

Bird Watching | Eco Tourism | Wildlife Viewing

Paddle Boating | Sight Seeing



**Overview** | **Reviews** | **Rates** | **Calendar** | **Location** | **Owner Info** | **Photos**

**Location Type**  
Beachfront

**Waterfront**

**Sports & Adventure Activities**

Snorkeling	Swimming	Wind-Surfing
Scuba Diving Or Snorkeling	Cycling	Fishing
Jet Skiing	Tennis	Deepsea Fishing
Hiking	Kayaking	Pier Fishing
Parasailing	Sailing	Surf Fishing
Water Skiing	Snorkeling/Diving	

**Dining**

<b>Dining:</b> <i>Enclosed room located between the pool and the kitchen.</i>	Dining Room	Seating for 8 people
--	-------------	----------------------

**Forms Of Payment**

Accept Credit Card

**General**

Internet	Linens Provided	Parking
Fireplace	Washing Machine	Living Room
Air Conditioning	Clothes Dryer	Towels Provided

**Kitchen**

**Kitchen:**  
*Recently remodeled complete modern kitchen*

**Outside**

Outdoor Grill	Balcony	Lawn / Garden
		Barbecue

**Payment Type**

Amex	Discover	Eurocard
Visa	Dinersclub	Jcb
Mastercard	Carteblanche	

**Pool / Spa**

Private Pool	Heated Pool
--------------	-------------

## Reviews

[Write a review \(http://www.vrbo.com/189525/reviews/write\)](http://www.vrbo.com/189525/reviews/write)

This property does not have any reviews yet.

[Be the first to write a review for this listing... \(http://www.vrbo.com/189525/reviews/write\)](http://www.vrbo.com/189525/reviews/write)

[Currency Conversion](#)



Rates Reviews Rates Calendar Location Owner Info Photos

Rental basis: Per property

Rental rates quoted in: USD

Dates Nightly Weekend Night Weekly Monthly \* Event

My Standard Rate \$1  
1 night min stay

Changeover Day: Tuesday

Additional information about rental rates

Fees:

cleaning \$400  
Tax Rate 12.5%

Notes:

See our website for more information.

In full 90 days prior to arrival.

 Travel with confidence

Pay with an approved method (credit card, check, or bank transfer) to protect your payment up to \$1,000. Before making a payment always call the owner at the number listed on our website, and never use instant money transfer services such as Western Union and MoneyGram.

Don't forget your vacation protection! [Get protected now \(http://www.vacationprotection.com?utm\\_source=vrbo&utm\\_medium=cross%20brand&utm\\_content=endorse&utm\\_campaign=vpcomps\)](http://www.vacationprotection.com?utm_source=vrbo&utm_medium=cross%20brand&utm_content=endorse&utm_campaign=vpcomps)  
Adding our Vacation Protection services can make sure your getaway goes smoothly, no matter what. We offer Cancellation Protection, Carefree Rental Guarantee, and Damage Protection so you can truly relax.

- Protect your payments in case you need to cancel.
- Guarantees the rental meets your expectations.
- Ensure you're prepared in case of accidental damage.

## Calendar

Last updated: 09/09/2014

01/18/2015 01/19/2015 Check availability

[Previous](#) [Next](#)

September 2014							October 2014							November 2014						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

December 2014							January 2015							February 2015						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31							



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23 Available 86 Unavailable 22 Today 23 Selected dates

## Location



**Nearest Airport** 60 Miles  
Miami International

### Cars Necessary

Outdoor activities are everywhere. After all, you really are living on a tropical island. Most of the activities are inexpensive, and many of the activities are free because they are right here on the property. You can find excellent snorkeling and some of the most fun fishing right here. People rent kayaks or jet skis or a boat for the week and practically live on the water. Many people come with plans to leave the property to do different activities every day but soon find themselves just hanging around on the property all day playing with the family.

## Owner info



**Year Purchased:** 1999

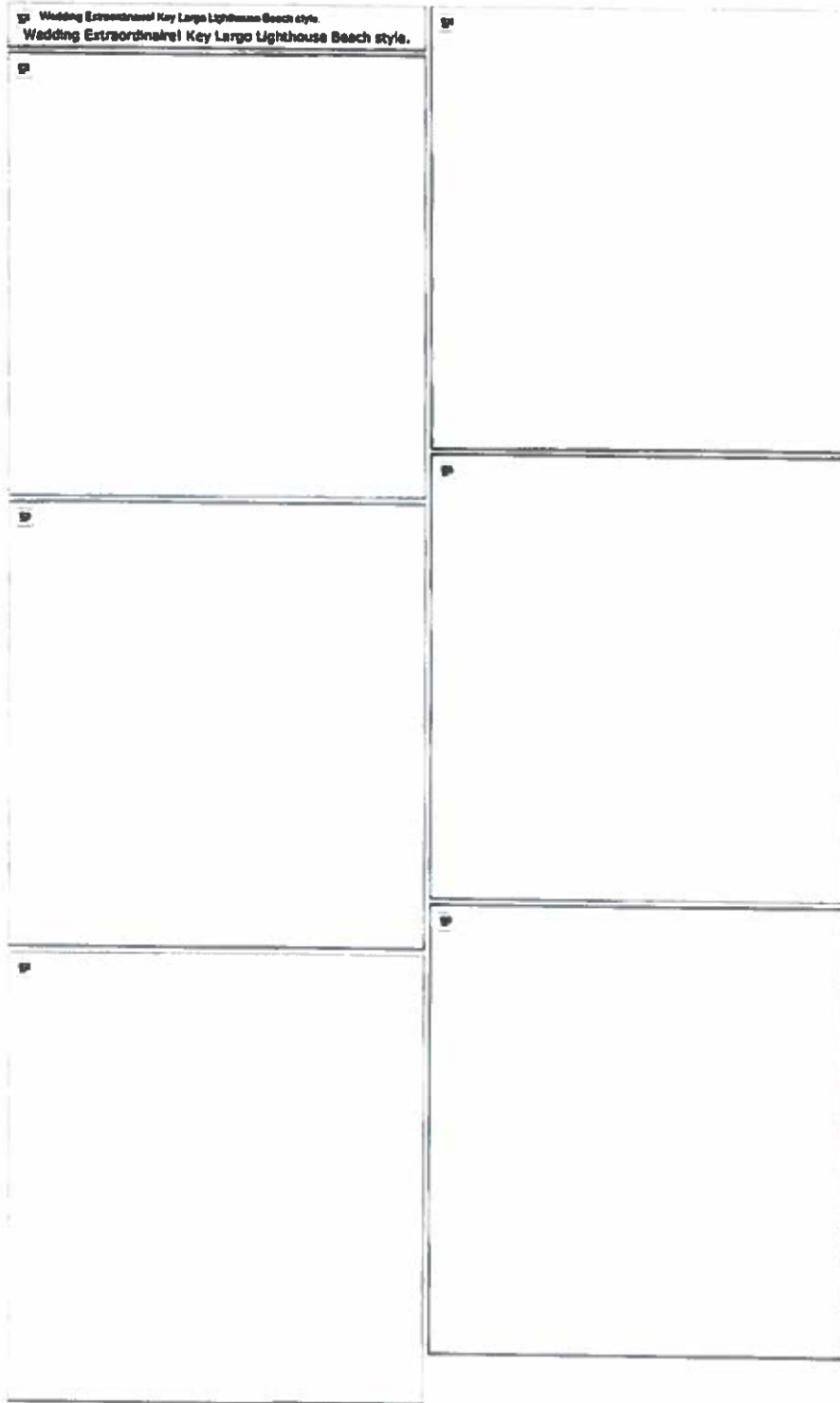
**About the owner:** We have the experience necessary to create your dream wedding

### Contact us

**Speaks:** spanish, english



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[Reviews](#)
[Rates](#)
[Calendar](#)
[Location](#)
[Owner Info](#)
[Photos](#)



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<u>Overview</u>	<u>Reviews</u>	<u>Rates</u>	<u>Calendar</u>	<u>Location</u>	<u>Owner Info</u>	<u>Photos</u>



<a href="#">Overview</a>	<a href="#">Reviews</a>	<a href="#">Rates</a>	<a href="#">Calendar</a>	<a href="#">Location</a>	<a href="#">Owner Info</a>	<a href="#">Photos</a>

**VRBO #189525**

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This listing was first published here in 2008.

Date last modified - Friday, September 26, 2014



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Last updated: 09/09/2014

[← Previous](#)
[Next →](#)

01/18/2015 | 01/19/2015 | Check availability

### September 2014

SU	MO	TU	WE	TH	FR	SA
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### November 2014

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### December 2014

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### January 2015

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### February 2015

SU	MO	TU	WE	TH	FR	SA
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→	→	→	→	→	→	→

[Feedback](#)  
 9,121

**PETITIONER'S EXHIBIT**  
 12  
 14 of 14

Prepared By and Return To:  
Lori Tuxbury  
2200 N 30 Road  
Hollywood, FL 33021  
Parcel Id Number 00088160-000100

Deed 1998491  
Bkn 2784 Pgn 109

**WARRANTY DEED**

Executed this 18 day of September, 2014, by **DS Investments I, LLC, a Florida Limited Liability Company**, whose address is: 2200 N 30 Road, Hollywood, FL 33021, hereinafter called the grantor, to, **Thurmond Street Partners LLC, a Florida Limited Liability Company** hereinafter called the grantee, whose post office address is: 2 Thurmond Street, Key Largo, FL 33037. (Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the grantor, for and in consideration of the sum of \$10.00, in hand paid by the said grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in County of Monroe, State of Florida, to-wit:

See Attached Exhibit "A"

Subject to easements, restrictions, reservations, and limitations of record, if any. Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2013.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:  
(Two witness signatures required)

DS Investments I, LLC, a Florida Limited Liability Company

BY: [Signature]  
Scott Daiagi, Managing Member

[Signature]  
Printed Name: Meir Shemtov

[Signature]  
Printed Name: Lori Y Tuxbury

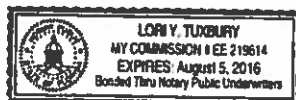
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, a Notary Public, this 18 day of September 2014, by Scott Daiagi, Managing Member of DS Investments I, LLC, a Florida Limited Liability Company, who was personally known to me, or who produced the following identification:

My Commission Expires:  
My Commission Number:

[Signature]  
(Signature of Notary)

(Printed Name of Notary)



## Parcel A:

Lots 17 through 29, inclusive, Block 2, El Dorado Heights, according to the Plat thereof, recorded in Plat Book 1, at Page 203 of the Public Records of Monroe County, Florida, vacate by the Board of County commissioners Resolution No. 17-1968, dated February 27, 1968. Together with the East one-half of Bay View Boulevard adjacent to and parallel with Lots 20 through 29, Block 2, as shown on said plat of El Dorado Heights, said Bay View Boulevard vacated by the Board of county commissioners Resolution No. 87-1973, dated July 17, 1973. Said parcel being more particularly described by metes and bounds as follows: A parcel of land in Section 32, Township 61 South, Range 39 East on Key Largo, Monroe County, Florida and being further described as portions of Lots 9, 11 and 15 of Model Land Company, according to the Plat thereof, as recorded in Plat Book 1, at Page 68 of the Public Records of Monroe County, Florida as shown on the Plat of El Dorado Heights, as recorded in Plat Book 1, at Page 203 of the Public Records of Monroe County, Florida. Beginning at the intersection of the centerline of Bay View Boulevard with the Northwesterly right of way line of Florida Avenue, as shown on the plat of El Dorado Heights, recorded in Plat Book 1, at Page 203 of the Public Records of Monroe County, Florida; thence run North, along said centerline for a distance of 588.35 feet to a point 25.00 feet West of the Northwest corner of Lot 29, Block 2 of said plat of El Dorado Heights; thence East, along a Westerly projection of the North line of said Lot 29, and the North line of said Lot 29 for a distance of 150.05 feet to the Northeast corner of said Lot 29, Block 2; thence South, along the Easterly line of Lots 21 through 29, Block 2 of said plat of El Dorado Heights for a distance of 440.32 feet to a point on the aforementioned Northwesterly right of way line of Florida Avenue; thence run Southwesterly along said Northwesterly right of way line of Florida Avenue, deflecting 45° 20' 11" to the right from the previous course, for a distance of 210.59 feet to the Point of Beginning of the parcel herein described.

## Together with:

A Parcel of land comprised of Lot 1 and part of Lot 2, Block 2, El Dorado Heights, according to the Plat thereof, recorded in Plat Book 1, at Page 203 of the Public Records of Monroe County, Florida and vacated by Monroe County Commissioner's Resolution No. 17-1968 dated 2-27-68, and part of a 20 foot wide alley, according to said plat and vacated by Monroe County Commissioner's Resolution No. 28-1967, dated 5-23-67 and part of the Easterly one half of Bay View Boulevard, according to said plat and vacated by Monroe County Commissioner's Resolution No. 87-1973, dated 7-17-73, said parcel being more particularly described as follows:

Begin at the intersection of a westerly prolongation of the northerly line of Lot 29, Block 2, El Dorado Heights, according to the Plat thereof, recorded in Plat Book 1, at Page 203 of the Public Records of Monroe County, Florida, and vacated by Monroe County Commissioner's Resolution No. 17-1968, dated 2-27-68 with the centerline of Bay View Boulevard according to said plat, and vacated by Monroe County Commissioner's Resolution No. 87-1973, dated 7-17-73; from said Point of Beginning, thence easterly, along said prolongation of and along the northerly line of said Lot 29 for a distance of 150 feet to the northeasterly corner of said Lot 29; thence Northwesterly on an angle of 79°45'50" to the right of the preceding course, a distance of 234.4 feet, more or less, to the shoreline of Florida Bay; thence meander said shoreline in a southwesterly direction for a distance of 228 feet, more or less, to an intersection with the said centerline of the said vacated Bay View Boulevard; thence Southerly along said centerline for a distance of 62 feet, more or less, to the Point of Beginning.

## PARCEL B:

Part of a 20 foot wide, vacated alley, part of Lot 2 and all of Lots 3 through 16, inclusive, Block 2, El Dorado Heights, according to the Plat thereof, recorded in Plat Book 1 at Page 203 of the Public Records of Monroe County, Florida, and vacated by resolution of the Board of County Commissioners No. 17-1968, dated 2-27-68 being more particularly described as follows:

Commence at the intersection of the centerline of Bay View Boulevard with the northwesterly right of way line of Florida Avenue as shown on the plat of El Dorado Heights, recorded in Plat Book 1, at Page 203 of the Public Records of Monroe County, Florida; thence run northeasterly along said right of way line for



212.16 feet, more or less, to the most easterly corner of Lot 17, Block 2 of said plat and the Point of Beginning of the following described parcel; from said Point of Beginning, thence deflect 45 feet to the left and run northerly along the Westerly line of Lot 8 through 14 and of Lot 16, all in Block 2 of said plat, for a distance of 440 feet more or less, to the northwest corner of Lot 8, Block 2 of said plat; thence deflect 10°14'10" to the left and proceed northwesterly for a distance of 234.4 feet, more or less, to the shoreline of Florida Bay; thence meander northeasterly along said shoreline for 565 feet, more or less, to a point and a northerly prolongation of the Westerly right of way line of Thurmond Street, according to said plat; thence run south along said right of way line for a distance of 673 feet, more or less, to an intersection with said northwesterly right of way line of Florida Avenue, according to said plat, for a distance of 169.70 feet, more or less to the Point of Beginning.

MONROE COUNTY  
OFFICIAL RECORDS



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



**Detail by Entity Name**

Florida Limited Liability Company

THURMOND STREET PARTNERS LLC

Filing Information

Document Number	L14000026487
FEI/EIN Number	NONE
Date Filed	02/17/2014
State	FL
Status	ACTIVE
Effective Date	02/10/2014

Principal Address

2 THURMOND STREET  
KEY LARGO, FL 33037

Mailing Address

PO BOX 371578  
KEY LARGO, FL 33037

Registered Agent Name & Address

MCGRAW, DAVID  
2 THURMOND STREET  
KEY LARGO, FL 33037

Authorized Person(s) Detail

**Name & Address**

Title MGR

MCGRAW, DAVID  
2 THURMOND STREET  
KEY LARGO, FL 33037

Title AMBR

DE JESUS, MARIANA  
2 THURMOND STREET  
KEY LARGO, FL 33037

Annual Reports

No Annual Reports Filed





**Document Images**

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State of Florida, Department of State





## Detail by Entity Name

### Florida Non Profit Corporation

THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC

### Filing Information

Document Number	N14000003147
FEI/EIN Number	NONE
Date Filed	03/31/2014
State	FL
Status	ACTIVE
Effective Date	03/26/2014
Last Event	AMENDMENT
Event Date Filed	10/14/2014
Event Effective Date	NONE

### Principal Address

2 THURMOND STREET  
KEY LARGO, FL 33037

### Mailing Address

PO BOX 1578  
KEY LARGO, FL 33037

### Registered Agent Name & Address

MCGRAW, DAVID  
2 THURMOND STREET  
KEY LARGO, FL 33037

### Officer/Director Detail

#### Name & Address

Title P

MCGRAW, DAVID  
2 THURMOND STREET  
KEY LARGO, FL 33037

Title VP

DE JESUS MCGRAW, MARIANA  
101 OLEANDER CIRCLE  
KEY LARGO, FL 33037

### Annual Reports



### No Annual Reports Filed

#### Document Images

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[03/31/2014 -- Domestic Non-Profit](#)

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State of Florida, Department of State



FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS**Detail by Entity Name**Florida Profit Corporation

SUNSET BEACH WEDDINGS, INC.

Filing Information

Document Number	P13000093656
FEI/EIN Number	NONE
Date Filed	11/18/2013
State	FL
Status	ACTIVE
Effective Date	01/01/2014
Last Event	AMENDMENT
Event Date Filed	10/14/2014
Event Effective Date	NONE

Principal Address101 OLEANDER CIRCLE  
KEY LARGO, FL 33037Mailing AddressPO BOX 1578  
KEY LARGO, FL 33037 UNRegistered Agent Name & AddressMCGRAW, DAVID  
101 OLEANDER CIRCLE  
KEY LARGO, FL 33037Officer/Director Detail**Name & Address**

Title P

MCGRAW, DAVID  
101 OLEANDER CIRCLE  
KEY LARGO, FL 33037

Title VP

DE JESUS MCGRAW, MARIANA  
101 OLEANDER CIRCLE  
KEY LARGO, FL 33037Annual Reports

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State of Florida, Department of State





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2015 Details — Business Tax Account SUNSET BEACH WEDDINGS INC

Business Tax Account #112311

Account details

Account history

2015

2014

Paid

Paid

Account number: 112311

Business start date: 04/07/2014

Business address: SUNSET BEACH WEDDINGS INC

2 THURMOND ST

KEY LARGO, FL 33037

Physical business location: MONROE COUNTY

Owner(s): DAVID MCGRAW

101 OLEANDER CIR

KEY LARGO, FL 33037

Mailing address: SUNSET BEACH WEDDINGS INC

101 OLEANDER CIR

KEY LARGO, FL 33037

Flags: NON-TRANSIENT

Receipts And Occupations

Receipt 25230-112311

APART & CONDO  
APARTMENTS CONDOS HOUSES & COMMERCIAL  
UNITS

10/01/2014-  
09/30/2015

Units:  
1

Paid 2014-07-02 \$20.00

Receipt #402-13-00000318

Print Business Tax Receipt





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TouristExpress™

## TaxSys® Search

THURMOND STREET PARTNERS LLC

Search

Search for:  Property tax  Business tax  Everything

[Advanced search](#)

No accounts matched your search. Try using different or fewer search terms. The following tips may also help:

- Make sure you spell names, streets, etc., correctly.
- Try leaving off words like drive, road, avenue, etc., that are often abbreviated. For example, search for "123 Main" instead of "123 Main Street."
- Try other owners' names; some properties are in one spouse's name, and some are in both names.
- Watch out for terms that have multiple spellings, like First Street and 1st St.
- If you used quotation marks, try again without them: "John Smith" won't find properties owned by "Smith, John," but simply typing John Smith will find both.





**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

Key West (305) 292-3420  
 Marathon (305) 289-2550  
 Plantation Key (305) 852-7130

**Property Record Card -**  
**Maps are now launching the new map application version.**

Website tested on IE8, IE9, & Firefox.  
 Requires Adobe Flash 10.3 or higher

**Alternate Key: 8919549 Parcel ID: 00088160-000100**

**Ownership Details**

**Mailing Address:**  
 THURMOND STREET PARTNERS LLC  
 2 THURMOND ST  
 KEY LARGO, FL 33037-2342

**Property Details**

PC Code: 01 - SINGLE FAMILY  
 Milage Group: 500K  
 Affordable: No  
 Housing: No  
 Section-  
 Township- 32-61-39  
 Range:  
 Property Location: 2 THURMOND ST KEY LARGO  
 Legal Description: 32 61 39 ISLAND OF KEY LARGO PT LOTS 9-11 BCC 17-1986 PT DISCLAIMED RD BCC 87-1973 FKA LOTS 1-29, 20FT ALLEY AND E1/2 BAY VIEW BLVD BK 2 EL DORADO HEIGHTS PB1-203 OR510-448 OR818-268 OR1480-29/30 OR1480-31/33 OR1480-37/39 OR1480-34/36 OR1480-1582D/C OR1480-1583AFF OR2226-2283/92 OR2330-2026/29 OR2333-1513/15C OR2585-2392/2398 OR2589-458/462 OR2694-1296/1359DEC/CONDO OR2704-109/11

**Click Map Image to open interactive viewer**



**Land Details**

Land Use Code	Frontage	Depth	Land Area
00HH - HARDWOOD HAMMOCK			2.66 AC
01HW - RES=HWY TO WATER	0	0	70,903.00 SF

**Building Summary**

Number of Buildings: 1  
 Number of Commercial Buildings: 0  
 Total Living Area: 2454  
 Year Built: 1966

**Building 1 Details**

Building Type R1      Condition A      Quality Grade 500  
 Effective Age 27      Perimeter 318      Depreciation % 33





Year Built 1966  
 Functional Obs 0  
 Special Arch 0  
 Economic Obs 0  
 Gmd Floor Area 2,454

Inclusions: R1 includes 1 3-bath and 1 kitchen.  
 Roof Type GABLE/HIP  
 Heat 1 NONE  
 Heat Src 1 NONE

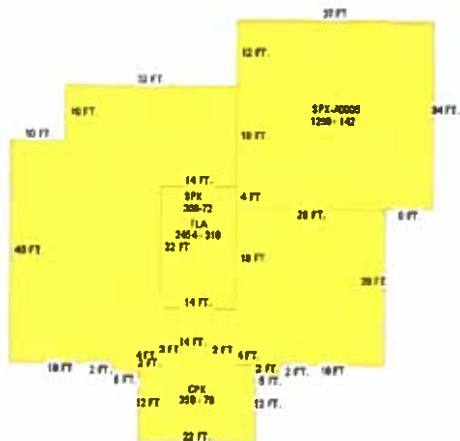
Roof Cover ASPHALT SHINGL  
 Heat 2 NONE  
 Heat Src 2 NONE

Foundation CONC PILINGS  
 Bedrooms 4

Extra Features:

2 Fix Bath 0  
 3 Fix Bath 1  
 4 Fix Bath 0  
 5 Fix Bath 0  
 6 Fix Bath 0  
 7 Fix Bath 0  
 Extra Fix 0

Vacuum 0  
 Garbage Disposal 0  
 Compactor 0  
 Security 0  
 Intercom 0  
 Fireplaces 2  
 Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	CPX		1	1966					350
2	FLA	5.C.B.S.	1	1966		Y			2,454
3	SPX	5.C.B.S.	1	1966	N	Y	0.00	0.00	308
4	SPX		1	1966					1,258

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	RW2:RETAINING WALL	200 SF	40	5	1975	2008	1	50
2	RW2:RETAINING WALL	300 SF	100	3	1975	2008	3	50
3	CC2:COM CANOPY	598 SF	23	26	1975	1976	5	40
4	FN2:FENCES	2,312 SF	289	8	2001	2002	4	30
5	PD4:RES POOL	336 SF	21	16	1975	1976	4	50
6	SW2:SEAWALL	240 SF	0	0	1975	1976	4	60
7	DK3:CONCRETE DOCK	160 SF	0	0	1975	1976	4	60
8	GR2:GARAGE	625 SF	25	25	1999	2000	2	60
9	PT2:BRICK PATIO	1,625 SF	0	0	1999	2000	4	50
10	PT2:BRICK PATIO	5,558 SF	0	0	2001	2002	4	50
11	RW2:RETAINING WALL	372 SF	124	3	1984	1985	4	50
12	TK2:TIKI	300 SF	20	15	1989	1990	2	40
13	DK4:WOOD DOCKS	464 SF	116	4	2004	2005	3	40
14	DK4:WOOD DOCKS	128 SF	16	8	2004	2005	3	40
15	PT2:BRICK PATIO	925 SF	0	0	1997	1998	2	50
16	WD2:WOOD DECK	598 SF	26	23	1989	2013	1	40
17	WF2:WATER FEATURE	2 UT	0	0	2008	2013	3	20

Appraiser Notes

DECLARATION OF CONDO NAMED THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC CONDO 1 WAS FILED IN JULY 2014 PER OR2694-1296/1359. LETTER HAS BEEN WRITTEN AND SCANNED INTO LASERFICHE EXPLAINING WHY THIS CONDO WAS NOT BEING SPLIT OUT ON TAX ROLL.



### Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	0030937	03/13/2000	02/14/2002	1	Residential	CBS GARAGE
	1300898	03/16/2001	02/14/2002	1		MASONRY WALL
	1300855	05/03/2001	02/14/2002	1		BRICK PAVERS
				0		
	03305600	01/20/2004	12/10/2004	1		NEW DOCK & PILES
	04302346	05/18/2004	12/10/2004	1		RE-ROOF

### Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2014	237,753	146,208	2,567,574	2,951,535	2,951,535	0	2,951,535
2013	237,991	150,346	2,302,656	2,690,993	2,690,993	0	2,690,993
2012	239,997	134,286	1,325,338	1,699,621	1,699,621	0	1,699,621
2011	243,823	137,892	1,897,363	2,078,878	2,078,878	0	2,078,878
2010	243,579	140,792	3,217,500	3,601,871	3,601,871	0	3,601,871
2009	252,105	144,404	3,217,500	3,614,009	3,614,009	0	3,614,009
2008	250,744	147,890	5,362,500	5,761,134	5,761,134	0	5,761,134
2007	387,749	141,134	3,165,000	3,693,883	3,693,883	0	3,693,883
2006	416,416	134,870	1,592,500	2,143,786	2,143,786	0	2,143,786
2005	390,390	138,353	786,250	1,324,993	1,324,993	0	1,324,993
2004	479,041	132,813	477,750	1,089,604	1,089,604	0	1,089,604
2003	252,127	138,329	477,750	866,206	866,206	0	866,206
2002	182,571	139,611	398,125	700,307	700,307	0	700,307
2001	135,875	58,670	336,875	529,420	529,420	0	529,420
2000	124,318	9,422	242,550	376,290	376,290	0	376,290
1999	124,318	9,876	242,550	376,744	376,744	0	376,744
1998	124,335	10,234	250,470	385,039	385,039	0	385,039

### Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
9/18/2014	2704 / 109	2,395,000	WD	02
9/11/2012	2589 / 458	2,000,000	WD	37
8/24/2012	2585 / 2392	100	CT	12
12/22/2011	2548 / 2123	30,000	OTHER	16
8/28/2010	2473 / 1326	100	WD	11
11/8/2007	2330 / 2026	7,360,100	WD	Q
7/24/2006	2226 / 2263	4,400,000	WD	Q
10/1/1997	1480 / 0031	660,000	WD	Q

This page has been visited 42,792 times.

Monroe County Monroe County Property Appraiser  
 Scott P. Russell, CFA  
 P.O. Box 1176 Key West, FL 33041-1176





Monroe County eGovPLUS



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PROPERTY INFORMATION			
RE	00088160000100	# Of Unit	2
Parent ID		Status	A
Address	2 THURMOND STREET		
City/State/Zip	KEY LARGO, FL 33037		
<p>Property   Legal   Activity   All</p> <p style="text-align: center;">ALL</p> <p style="text-align: center;">PROPERTY</p>			
OWNER INFORMATION			
Name	THURMOND STREET PARTNERS LCC		
Address	PO BOX 371578		
City/State/Zip	KEY LARGO, FL 33037		
LEGAL INFORMATION			
Section	32	Map Book	1480
Township	61	Map Page	0031
Range	39	X Coord	
Block		Y Coord	
Lot		Lot Area	24500.000
Subdivision		Frontage	0
SALES / ASSESSMENT INFORMATION			
Last Sale	10-01-1997	Amount	660000
Last Assessed		Amount	385039
Millage	0		
DISTRICT INFORMATION			
Zone Class		Ward/Prec	
Zone Dist		School Dist 1	
Fire District		School Dist 2	
Flood Dist		Impact Dist	
Flood Elev	0.00		
LEGAL			
LEGAL DESCRIPTION			
32 61 39 ISLAND OF KEY LARGO			
PT LOTS 9-11 BCC 17-1968 PT DISCLAIMED			
R			
D BCC 87-1973 FKA			
LOTS 1-16 BK 2 EL DORADO HEIGHTS			



PB1-203  
& 20' ALLEY

ACTIVITY

PERMITS

Permit Number	Permit Type	Issued	Status
14300919	PLUMBING-SEWER TIE-IN(ONE SFR)	02-27-2014	CLOSED
07304024	SITE WORK		VOID
04302346	ROOFING-RESIDENTIAL	05-18-2004	CLOSED
03305600	DOCK/DOCKING FACILITY	01-20-2004	CLOSED
01302574	FENCE	07-10-2001	CLOSED
01300855	LANDSCAPING	05-03-2001	CLOSED
01300698	FENCE	03-16-2001	CLOSED
01300659	ELECTRIC	03-20-2001	CLOSED
01300448	LAWN SPRINKLER SYSTEM	02-08-2001	CLOSED
01300190	ELECTRIC		VOID
00300937	GARAGE/ENCLOSED CARPORT	03-13-2000	CLOSED
98301337	ELECTRIC	05-04-1998	CLOSED

CODE CASES

Case Number	Type	Status	Status Date	Board
CE14030127	4	O	03-25-2014	COMPLAINT
CE14030127	4	O	11-13-2014	SM
CE14010144	5	O	01-24-2014	COMPLAINT
CE08030206	1	C	09-10-2012	COMPLAINT

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**Electronic Articles of Incorporation  
For**

N14000003147  
FILED  
March 31, 2014  
Sec. Of State  
tscott

THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC

**Article II**

The principal place of business address:

2 THURMOND STREET  
KEY LARGO, FL. 33037

The mailing address of the corporation is:

PO BOX 1578  
KEY LARGO, FL. 33037

**Article III**

The specific purpose for which this corporation is organized is:

BUSINESS CONSISTENT WITH A FLORIDA NOT FOR PROFIT  
CONDOMINIUM ASSOCIATION

**Article IV**

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

**Article V**

The name and Florida street address of the registered agent is:

DAVID MCGRAW  
2 THURMOND STREET  
KEY LARGO, FL. 33037

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: DAVID MCGRAW



## Article VI

The name and address of the incorporator is:

DAVID MCGRAW  
2 THURMOND STREET

KEY LARGO, FL 33037

Electronic Signature of Incorporator: DAVID MCGRAW

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

## Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P  
DAVID MCGRAW  
2 THURMOND STREET  
KEY LARGO, FL. 33037

Title: VP  
MARIANA DE JESUS  
2 THURMOND STREET  
KEY LARGO, FL. 33037

## Article VIII

The effective date for this corporation shall be:

03/26/2014





### Monroe County - Monroe Records

Found 4 Matching Results  
Displaying 1 thru 4

#### Results From Land Records

Criteria Searched: Your search may include Unverified Data as noted by ?

Name Begins With: THURMOND STREET PARTNERS Party Type: All Party Types

Book Type: ALL Document Type(s): ALL

Advanced Search Currently Sorted By: Searched Name (Asc) Then by Document # (Asc)

Print Results

Page 1 of 1

View in groups of: 10 | 50 | 100 | 200

Index Detail	View Image	Searched Name	GTR GTE #	Document #	Book Type	Book Page	Doc Type	Filed Date	Opposite Name	Land Description	Subdivision
		(64) THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC	GTR 1990517		OFFICIAL RECORDS	1296	DECLARATION OF CONDOMINIUM	7/17/2014	THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC CONDOMINIUM II	ETC	EL DORADO HEIGHTS
		(64) THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC CONDOMINIUM I	GTE 1990517		OFFICIAL RECORDS	1296	DECLARATION OF CONDOMINIUM	7/17/2014	THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC	ETC	EL DORADO HEIGHTS
		(64) THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC CONDOMINIUM II	GTE 1990517		OFFICIAL RECORDS	1296	DECLARATION OF CONDOMINIUM	7/17/2014	THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC	ETC	EL DORADO HEIGHTS
		(3) THURMOND STREET PARTNERS LLC	GTE 1998491		OFFICIAL RECORDS	109	WARRANTY DEED	9/22/2014	DS INVESTMENTS I LLC	PARCEL A ETC	EL DORADO HEIGHTS

Page 1 of 1

View in groups of: 10 | 50 | 100 | 200



**DECLARATION OF CONDOMINIUM  
FOR  
THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC.  
CONDOMINIUM I**

THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC., a Florida limited liability company, its successors, grantees and assigns (collectively, hereinafter the "Developer"), does hereby, make, declare and publish its intention to submit, and does hereby submit, in fee simple the real property hereinafter described to condominium ownership and use in accordance with Chapter 718, Florida Statutes, known and cited as the "Condominium Act," as follows:

**ARTICLE 1  
INTRODUCTION**

A. Introduction. The Developer owns the fee title to real property located in Key Largo, Monroe County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Property").

B. Name of the Condominium. The name of this condominium is to be THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM I.

**ARTICLE 2  
SUBMISSION TO CONDOMINIUM**

The Developer hereby submits the following property to the condominium form of ownership and use in the manner provided for in the Condominium Act:

The Property, together with all improvements erected or to be erected thereon, including, without limitation, the Units and Common Elements now or hereafter situated on the Property. The Units and Common Elements are hereby declared to be subject to the restrictions, easements, liens, conditions and covenants contained in this Declaration of Condominium governing the use of the Units and Common Elements and prescribing the obligations and responsibilities incident to ownership of each Unit and its appurtenant Limited Common Elements and undivided interest in Common Elements.





**ARTICLE 3  
DEFINITIONS**

The terms used in the condominium documents shall have the meanings stated in the Condominium Act or as follows, unless the context requires otherwise:

A. "Assessment" means amounts required for the payment of Common Expenses which, from time to time, are assessed against the Unit Owner in accordance with this Declaration of Condominium.

B. "Assessment for Association Expenses" means amounts required for the payment of Association Expenses which, from time to time, are assessed against the Unit Owner in accordance with this Declaration of Condominium.

C. "Association" means THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, or its assigns, which is and shall be responsible for the operation, administration and management of the Condominium. In addition to this Condominium, the Association shall be responsible for the operation, administration and management of THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM II if the same is developed in the sole and absolute discretion of the Developer.

D. "Association Expenses" means all expenses applicable to the Condominium and THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II, if developed, which are operated by the Association, including administrative costs and costs of maintaining and operating property owned by the Association.

E. "Association Property" means that property, real and personal, in which ownership is vested in the Association for the use and benefit of the Owners.

F. "Association Surplus" means the amount by which the receipts of the Association from this Condominium and THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II, if developed, exceed the Association Expenses.

G. "Board of Directors" and "Board" means the Board of Directors of THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC., which shall be responsible for administration of the Association.

H. "Common Elements" means the portions of the Condominium Property not included within any Unit, as further defined in Article 5 hereof.

I. "Common Expenses" means all expenses which are properly incurred by the Association for the Condominium and for which the Unit Owners are liable to the Association under this Declaration of Condominium.

J. "Common Surplus" means the amount by which the receipts of the Association from this Condominium and the Owners (including, but not limited to, assessments, profits, and revenues from the operation of the Common Elements) exceed the Common Expenses.

K. "Condominium" means THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM I created pursuant to this chapter, which is comprised entirely of the Units that may be owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in Common Elements.



L. "Condominium Documents" means all documents delivered in connection with this Declaration of Condominium.

M. "Condominium Parcel" means each Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit and all other appurtenances thereto.

N. "Condominium Property" means and includes the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium. This includes but is not limited to: the buildings, additions and extensions; fixtures, machinery and equipment constituting a permanent part and pertaining to the service of the buildings; materials and supplies intended for use in construction, alteration or repair; yard fixtures; detachable building equipment; personal property used for the service or maintenance of the buildings; fire extinguishing apparatus; floor coverings, wall coverings and ceiling coverings not located within a Unit, and outdoor furniture.

O. "Exhibits" means the foregoing Exhibits which are hereby incorporated into this Declaration by reference thereto:

1. Exhibit "A" Legal Description
2. Exhibit "B" Plot Plan and Survey
3. Exhibit "C" List of Units
4. Exhibit "D" Articles of Incorporation of THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC.
5. Exhibit "E" Bylaws of THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC.
6. Exhibit "F" Rules and Regulations

P. "Institutional Mortgagee" means any state or federally chartered bank or savings and loan associations, credit unions, mortgage companies, insurance companies, title insurance companies, pension trusts, real estate investment trusts, the United States of America, the State of Florida, any political subdivision of the State of Florida or of the United States of America (including any department or agency of any of the foregoing such as the Federal National Mortgage Association, the Federal Housing Authority and the Veterans Association), private or governmental institutions which are regularly engaged in the business of mortgage financing and/or mortgage insuring, the Developer, or any affiliate, assignee or successor in interest of any of the foregoing or a designee of any of the foregoing, owning or holding a mortgage on one or more Condominium Parcels.

Q. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as more particularly specified in this Declaration of Condominium.

R. "Special Assessment" means any assessment levied against Unit Owner or Unit Owners pursuant to this Declaration of Condominium other than the assessment required by a budget adopted annually.



S. "Unit" means that portion of the Condominium Property which is subject to private ownership as further defined in Article 4 hereof.

T. "Unit Owner" or "Owner" means the owner of a Condominium Parcel.

#### ARTICLE 4 THE UNITS / CONSTRUCTION EASEMENT

A. Identification. Each of the Units is identified as a land mass, which will be eventually improved with a single family home of up to three stories in height and designated as set forth in the survey contained in Exhibit "B" attached hereto and by reference made a part hereof.

B. Boundaries. The boundaries of the Units shall be depicted on Exhibit B attached hereto and made a part hereof. On the day the Property is submitted to condominium, all intended improvements to be situate on a Unit will not be complete; in fact, it is anticipated that six or more of the ten Units will be building pads/sites. The Developer and/or its successors and assigns may construct the vertical improvements on a Unit pursuant to building plans and specifications as approved by appropriate governmental authorities and will have the right to utilize a portion of the common areas surrounding the Unit for purposes of a temporary construction easement and "staging" area for the temporary storage of equipment and building materials until the Unit is completed. The Developer, its successors and/or assigns will fence in the area of construction and Unit area during the construction process. A temporary construction easement is granted over the adjacent common areas for said purposes in an approximate 25 foot circumference from the dimensions of the Unit (exclusive of road rights of way).

#### ARTICLE 5 COMMON ELEMENTS

Doc# 1990517  
Bk# 2694 Pg# 1299

A. Ownership Percentage. The undivided interest in the Common Elements which is appurtenant to each Unit listed on Exhibit "C" attached to this Declaration of Condominium shall initially be 1/10<sup>th</sup> per Unit subject to the adjustments set forth herein. As set forth in Article 29, this Condominium is presently planned to be part of a multi-condominium development. The manner or formula by which the ownership Common Elements will be apportioned is as follows: each Unit in both proposed condominiums shall have an equal undivided interest in the Common Elements. For example, (ie) if this Condominium has ten units and THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II, has 6 units, each Unit shall have a 1/16<sup>th</sup> undivided interest in the Common Elements or (ii) if this Condominium has ten units and THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II, has 2 units, each Unit shall have a 1/12<sup>th</sup> undivided interest in the Common Elements. Nothing herein shall be deemed to be an obligation of the Developer to construct and develop THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II. Other than as set forth herein, the undivided shares in the Common Elements appurtenant to a Unit shall remain constant unless amended in writing by the Unit Owners and the mortgagees of the Units as required by the Condominium Act.

B. Common Expenses and Common Surplus. The Common Surplus and Common Expenses will be apportioned is as follows: each Unit shall be apportioned an equal share or 1/10<sup>th</sup> per Unit. This does not alter the apportionment for Association Expenses and Association Surplus set forth in paragraph C below.

C. Association Expenses and Surplus. As set forth in Article 29, this Condominium is presently planned to be part of a multi-condominium development. The manner or formula by which the Association Surplus and Association Expenses will be apportioned is as follows: each Unit shall be apportioned an equal share. For example, (ie) if this Condominium has ten units and THURMOND



STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II, has 6 units, each Unit shall have a 1/16<sup>th</sup> undivided interest in the Association Expenses and Association Surplus or (ii) if this Condominium has ten units and THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II, has 2 units, each Unit shall have a 1/12<sup>th</sup> undivided interest in the Association Expenses and Association Surplus. Until THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II is created, the Unit Owners of this Condominium shall each have a 1/10<sup>th</sup> undivided interest in the Association Expenses and Association Surplus. Nothing herein shall be deemed to be an obligation of the Developer to construct and develop THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II.

D. Identification. The Common Elements appurtenant to each Unit shall include, but are not limited to:

Doc# 1990517  
Bk# 2694 Pg# 1300

1. The Property.

2. All of the parking spaces that are not assigned to any particular Unit pursuant to this Declaration of Condominium, walkways, paths, trees, shrubs, grounds and gardens, located or to be located on the Property described herein.

3. All recreational facilities constituted as part of this condominium located or to be located on the Condominium Property described herein and shown on Exhibit "B". The recreational facilities may be expanded or additional facilities added without the need for the consent of the Association or the Unit Owners.

4. All other elements of the Condominium improvements of common use or necessary to their existence, upkeep and safety, and all other devices or installations within the Condominium Property existing for common use.

E. The following nonexclusive perpetual easements are expressly provided for and reserved in favor of the Unit Owners and occupants of the Condominium Property, their guests and invitees, as follows:

1. Each Unit shall have an easement of support and of necessity of Common Elements to the extent of an encroachment into said Common Elements.

2. Nonexclusive easements are reserved through the Condominium Property as may be required for utility and other services, cable television (if any), and drainage in order to serve the Condominium adequately, provided, however, such easements shall be only according to the plans and specifications for the Condominium Property, unless a modification is approved in writing by all Unit Owners whose Unit is affected by the modification. No Unit Owner may do anything within or outside his/her Unit that interferes with or impairs, or may interfere with or impair, the provision of drainage, utility, cable television (if any) and other services or the use of these easements. The Association or its designee shall have the irrevocable right of access to any open space comprising a Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements contained in the Unit or elsewhere in the Condominium Property, and in the event of emergency repairs, to remove any non-structural 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 Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice.



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3. A nonexclusive easement shall exist for ingress and egress over, through and across sidewalks, paths, walks and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through and across the streets and walks and other rights-of-way serving the Units; and such nonexclusive easements shall be for the use and benefit of the Unit Owners, and those claiming by, through, or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated or assigned for parking purposes. Any lien now or hereafter encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners with respect to such easements. In addition the Developer and its successors or assigns, any mortgagee of the Developer, shall have a nonexclusive easement for ingress and egress over, through and across any and all streets and/or roadways situate on the Condominium Property.

4. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of settling or shifting of the Improvements, any alteration or repair to the Common Elements made by or with the consent of the Association, or any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or after any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the same exists.

F. The Association (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, at any time or times to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing construction, remodeling or operating any part or parts of the Condominium Property, of any improvements or Units located or to be located on or as part of the Condominium Property. The Association shall repair, replace and maintain the Common Elements or any part thereof.

G. In the ordinary course of business, the Developer and its designees, successors and assigns shall have the right to use any Units owned by Developer and parts of the Common Elements for model Units and sales offices, to show Units and the Common Elements to prospective purchasers and tenants of Units to erect on the Condominium Property signs and other promotional materials to advertise Units for sale or lease (without regard to the size or aesthetic qualities of the materials) and to take any and all actions which, in the Developer's opinion, may be helpful for selling or leasing Units or for promoting the Condominium Property and its operations generally.

H. The Developer (so long as it owns any Units in the ordinary course of business) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association irrevocably as his/her attorney-in-fact for this purpose), shall each have the right to grant access easements and electric, drainage, gas, cable television (if any) and other utility or service easements on, in or over any portion of the Condominium Property, and to relocate any existing access, utility or service easements or drainage facilities (subject to applicable restrictions) on, in or over any portion of the Condominium Property, in any such case as the Developer or the Association (as the case may be) deems necessary or desirable for the proper operation and maintenance of all or any portion of the Condominium Property, for the general health or welfare of the Unit Owners, for carrying out any provisions of this Declaration, or otherwise, provided that the easements thus granted or relocated will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes.



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I. It is the intention of this Declaration that the Common Elements outlined in this Article 5, are to be subject to the various easements created by this Declaration and all exhibits attached hereto, in favor of all Unit Owners, their mortgagees, heirs, personal representatives and assigns, and that the general reservation herein of said easements would fulfill said intent. However, if the intended creation of any or all of the aforesaid easements should fail because of a lack of grantee who has the capacity to take and hold the said easements (such as future Unit Owners of the Condominium Property, their mortgagees, heirs, successors, personal representatives and assigns) then and in such event, any easements, license or right-of-way, not deemed to be created as aforesaid shall be considered as having been granted directly to the Association for the purpose of allowing the original party to whom the easement or license or right-of-way was originally granted, the benefit of said easement or license or right-of-way.

J. Right to Use. All Unit Owners shall have the right to use the Common Elements, subject to the terms and conditions set forth herein. Such rights shall extend to the Unit Owners, members of their immediate families, their guest and other authorized occupants and visitors of a Unit Owner. Use of the Common Elements and rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Association.

K. Any easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium, shall be nonexclusive in nature and shall constitute a covenant running with the land of the Condominium, and notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. The Unit Owners do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

#### ARTICLE 6 LIMITED COMMON ELEMENTS

Limited Common Elements created by this and reserved for the exclusive use of a certain Unit to the exclusion of others shall consist of the following:

Patio/Balcony. Any patio/balcony area adjacent to a Unit shall be a Limited Common Element for the exclusive use of the occupants of said Unit.

A. Parking Spaces. There are twenty (20) open air parking spaces as shown on Exhibit "B". A portion of these parking spaces will be assigned by Developer to a particular Unit for the exclusive use of the occupant(s) of said Unit(s) and shall be considered as Limited Common Elements. All Unit(s) will be assigned at least one (1) parking space and may receive one or more stickers to allow parking in the unassigned parking spaces. The Developer, in its sole and absolute discretion, may assign additional parking spaces to a Unit. Additionally, some of the remaining unassigned parking spaces may be designated by the Developer as guest or visitor parking to be utilized on a first come, first served basis and such guest/visitor parking shall be considered as Common Elements.

B. Each Unit shall be entitled to the exclusive use of any assigned parking space(s) which is constituted as a Limited Common Element for such Unit. The Developer shall assign parking space(s) to each Unit on or before the date upon which the Developer conveys such Unit to a purchaser. The right to the exclusive use of the parking space assigned to a Unit shall pass with title to the Unit without further need for assignments or reference to such parking space. However, the Board of Directors of the Association shall, upon a written direction from the Unit Owner to which such parking space has been assigned, change said assignment, provided that no changes to assigned parking space may be made without the Developer's express written consent so long as the Developer owns any Units, and further



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provided that no change shall be made which shall result in any Unit having less than one parking space assigned to it. All assignments or changes in assignments made pursuant to this provision shall be in writing but shall not be recorded in the Public Records. A copy of the assignment shall be furnished to the Board of Directors.

C. An assignment of any parking space grants only the exclusive use thereof and does not convey any title thereto. Parking spaces are Limited Common Elements appurtenant to the Units to which they are assigned and any transfer of title to a Unit (including transfers by operation of law) shall operate to transfer the exclusive use of the Unit's then appurtenant parking spaces.

D. The Developer reserves the right, in its sole and absolute discretion, to pave additional areas to add more parking spaces and assign such spaces to particular Units.

E. Assignment. Subject to the following sentence, once a Limited Common Element is assigned to a Unit (to wit: a parking space), it may not thereafter be transferred or reassigned without the express written consent of the Developer as long as it owns any Unit. The Limited Common Element assigned to a Unit shall be appurtenant to and constitute part of such Unit and will be deemed to be transferred to a successor title holder regardless of whether or not reference is made to the same in the deed of conveyance.

#### ARTICLE 7 SURVEY, GRAPHIC DESCRIPTION AND FLOOR PLAN

A survey of the land and a graphic description of these improvements comprising a Unit, some of which may not have been built, and a plot plan thereof are attached hereto as a part of Exhibit "B". This Declaration, in order further to define and identify the Units and Common Elements of the Condominium Property, including any and all present and future improvements thereof, hereby declares that the Condominium Property is subdivided into a total of 10 Units, as shown on the schematics contained in Exhibit "B" hereto, each of which shall, together with the appurtenances, constitute a separate parcel of real property.

#### ARTICLE 8 COMMON EXPENSES

A. Share of Common Expenses. Each Unit Owner shall be assessed his/her proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements and Association Property, and of the taxes and assessments levied thereon, which expenses are hereinafter referred to collectively as Common Expenses. The proportionate share of the Common Expenses of each Unit Owner shall be the same as such Unit Owner's share of the Common Elements, as set forth in Article 5 Section A above. Payment thereof shall be in such installments and at such times as may be provided in the Bylaws. In the event of the failure of a Unit Owner to pay his/her proportionate share when due, the amount thereof shall constitute a lien on his/her Unit as provided by the Condominium Act and described in Section E below.

B. Amendment to Shares. The proportionate share of the Common Expenses attributable to each Unit may be amended only with the written consent of the Unit Owner and the mortgagee or mortgagees of the Unit, and approval of not less than a majority of the total voting interests of the Association.

C. Uncollectible Assessments. If the Board of Directors decides that any unpaid assessment is uncollectible, it shall become a Common Expense, collectible from all of the Unit Owners including an acquirer of the Unit where the assessment was determined to be uncollectible. Additionally, a Unit Owner shall be jointly and severally liable with the previous Unit Owner for all unpaid Assessments that



came due up to the time of the conveyance, without prejudice to any right the Unit Owner may have to recover from the previous Unit Owner the amounts paid by the grantee Unit Owner.

D. Interest; Application of Payments. Assessments and Assessment for Association Expenses and installments on such assessments paid on or before ten (10) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall be subject to a late charge equal to the greater of \$25.00 or five percent (5%) of the assessment for each delinquent installment. All payments on account shall be first applied to late charges and then to the assessment payment first due. In addition to the foregoing, the Association may charge the Unit Owner for administrative and other expenses incurred by it in collecting such delinquencies, including without limitation, attorney's fees, whether or not an action is commenced.

E. Lien for Assessments and Assessment for Association Expenses. The Association shall have a lien against each Unit for any unpaid assessments owed by the Unit Owner thereof. The lien shall terminate one year after recording a Claim of Lien in the Public Records unless an action to enforce said lien is commenced within such year in a court of competent jurisdiction. The lien shall also secure interest and late fees on the unpaid assessments and reasonable attorneys' fees and other expenses incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien may be recorded among the Public Records of Monroe County, Florida, by filing a claim of lien therein which states the legal description of the Condominium Parcel, the name of the record Unit Owner of the Condominium Parcel, the name and address of the Association, the amount claimed to be due and the due dates, and said lien shall continue in effect until all sums secured by the lien, together with all costs incurred in recording and enforcing said lien shall have been paid. Such claims of lien may be signed and verified by any officer of the Association, or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared and recorded at his/her expense. All such liens shall be subordinate to the lien of mortgages recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also, at its option, sue to recover a money judgment for unpaid assessments, without thereby waiving the lien securing the same. In the event an Institutional Mortgagee of record shall obtain title to a Condominium Parcel as the result of foreclosure of its mortgage or as a result of a conveyance in lieu of foreclosure of its mortgage, The liability of such Institutional Mortgagee is limited to the lesser of: (i) The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or (ii) One percent of the original mortgage debt. The provisions of this paragraph apply only if the Institutional 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 Institutional Mortgagee. An Institutional Mortgagee acquiring title to a Condominium Parcel as a result of a foreclosure or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not the parcel is occupied, be excused from payment of Common Expenses coming due during the period of such ownership.

F. Joint Liability. The transferee of title to a Unit shall be jointly and severally liable with the transferor thereof for any and all amounts owing by the transferor to the Association up to the time of the transfer of title, without prejudice to the transferee's right to recover from their transferor any amount thereof paid by the transferee. The Association shall provide for the issuance to every transferee, upon request, a certificate of all the amounts due the Association, and the transferee's liability hereunder shall thereupon be limited to the amount stated.



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G. Foreclosure and Collection. In the event that any lien arises against a Unit due to the failure of the Unit Owner to pay any assessments or assessment installments, and the assessments or assessment installments remain unpaid for more than ten (10) days after they shall have become due and payable, or the Unit Owner shall in any way default under any provisions of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws, or the rules and regulations, the Association shall have each and all of the rights and remedies which may be provided for in the Condominium Act, this Declaration, or the Articles of Incorporation and the Bylaws, or which may be available at law or in equity, and may prosecute any action or other proceedings against the defaulting Unit Owner or others or both for enforcement of any and all liens, statutory or otherwise, including foreclosure of its liens in the manner provided for the foreclosure of real estate mortgages and the appointment of a receiver for the Unit and the ownership interest of the Unit Owner, or for damages or injunction of specific performance or judgment for payment of money and collection thereof, or any combination of remedies, or for any other relief.

H. Expenses. All expenses of the Association in the enforcement hereof, whether by legal proceedings or otherwise, including court costs, attorney's fees and other fees and expenses, shall, in addition to the amount due and coming due during enforcement proceedings, be recoverable by the Association against the defaulting Unit Owner. Such costs, fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate chargeable to an individual, shall be charged to and assessed against the defaulting Unit Owner.

I. Cumulative Remedies. Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Association's rights and remedies may be waived only by written authority of the Board of Directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

J. Developer's Liability for Assessments and Assessments for Association Expenses. The common expense assessed to a Unit must be discharged whether or not improvements located thereon are complete. The Developer has elected to guaranty the budget for the period of time from commencing with the closing of the sale of the first Unit occurs and terminating six months after recordation of this Declaration of Condominium (the "Guaranty Period"). For the Guaranty Period, the Developer guarantees that the monthly Assessment for the Condominium for the Unit Owners shall not exceed \$0.00 and Assessment for Association Expenses shall not exceed \$411.68.

The Developer agrees to pay the portion of the Common Expenses during the Guaranty Period which exceed the amount assessed against Unit Owners. In consideration of said guaranty, the Developer shall be excused from paying monthly Assessments and monthly Assessments for Association Expenses for Units which it owns during the Guaranty Period. After the initial stated period, the Developer may, from time to time, and at any time, in its sole discretion, extend the Guaranty Period for one or more additional six (6) month periods by instrument in writing delivered to the Association.

K. Working Capital Fund. The Developer will cause to be collected from the initial purchaser of a Unit a fee equivalent to two month's maintenance for said Unit, except such fee shall not be due in connection with a sale of Units to a successor Developer, but such successor Developer shall collect the same at the time it sells each such Unit. These monies will be turned over to the Association within sixty (60) days after the closing of the sale of the Unit and used (i) for unforeseen capital expenditures or (ii) to purchase additional equipment or services or (iii) for maintenance cost overruns once the Developer no longer guarantees the monthly Assessments and monthly Assessments for Association Expenses.



**ARTICLE 9  
DEVELOPMENT AND ARCHITECTURAL REVIEW**

Section 9.1. Purpose of Architectural Review Board. An Architectural Review Board (ARB) will be established by the Developer to review all proposed new construction within the Condominium. The primary goal of the ARB is to review the application, plans, specifications, materials, and samples submitted to determine if the proposed submittal conforms in appearance and construction criteria set forth by the ARB.

The ARB does not seek to restrict individual taste or preferences. In general, its aim is to avoid harsh concepts in the landscape and architectural themes of the Condominium and to foster compatible design so that there is a harmony between neighboring Units. The ARB intends to be objective in the design review process and to maintain reasonableness to the individual aspects of design.

Section 9.2. Members of ARB. The Architectural Review Board which is sometimes referred to in this Declaration as the "ARB", shall initially consist of three (3) members. The initial members of the ARB shall consist of persons designated by the Developer. The Developer, in its sole discretion, shall, until it ceases to own title to any of the Units, have the right to remove and appoint new members of the ARB. After Developer ceases to own title to any of the Units, each new member of the ARB shall be appointed by the Board of Directors of the Association and shall hold office until such time as they have resigned or have been removed or their successors have been appointed, as provided herein. Members of the ARB may be removed at any time without cause. The Board of Directors of the Association shall have the right to change the number of, and appoint and remove all members of the ARB, except those initially appointed by Developer.

The members of the ARB may be compensated for their services as such, in which event such compensation shall be a common expense of the Association. The ARB may, with the approval of the Board of Directors of the Association as to amounts, require the payment of a non-refundable filing fee as a condition to the consideration of any matter presented to it, such fees to be applied to the compensation of the ARB member and other expenses of the ARB (including, without limitation, overhead, development review, enforcement and other Association expenses reasonably allocable to the ARB).

Section 9.3 Responsibilities of ARB. On behalf of Association and to the extent determined by Developer until Developer ceases to own title to any of the Units and thereafter, the Association's Board of Directors, the Architectural Review Board is empowered to perform the following services:

- (a) To establish architectural motifs and exterior architectural theme.
- (b) To establish architectural review criteria.
- (c) To review all applications to the ARB for compliance with architectural review criteria and with this Units.
- (d) To assure compatible architectural standards and harmonious relationships with neighboring properties.
- (e) To enforce the provisions of Article 9 of this Declaration by any legal or equitable remedy.
- (f) To monitor violations of architectural review criteria and notify Developer and the Board of Directors of the Association for appropriate action.



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- (g) To amend architectural review criteria as may be required from time to time.
- (h) To contact those persons who have made application to the ARB whose plans and specifications have been disapproved and to provide reasonable assistance and recommendations for adjustments to bring applications into compliance with criteria and covenants.
- (i) To maintain copies of applications to the ARB, architectural documents and related records.
- (j) To make information available regarding activities of the Architectural Review Board and changes in criteria as they may occur.

In addition to the power and duties set forth in this Article 9, the ARB shall have the right and duty to enforce such development review, architectural control, maintenance and other requirements and restrictions imposed on any portion of the Condominium by Developer, by way of specific deed restrictions or contract, as Developer shall, in its sole discretion, if at all, elect to have enforced (subject at all times to Developer's right to modify or revoke such right and duty). Such election may be made by Developer in the applicable deed restrictions or by way of an exclusive or non-exclusive assignment of Developer's rights to enforce same. Further, Developer may provide for specific criteria and procedures to be used by the ARB in such regard (subject to later modification). Absent such provision, the ARB is to proceed in the manner set forth in this Article. Unless otherwise specifically provided by Developer in the applicable instrument, the rights and duties of the ARB shall not be delegable.

Section 9.4. Review of Proposed Construction. No construction, remodeling, reconstruction or landscaping shall be allowed to commence within the Condominium unless it fully complies with all provisions and applicable development and building codes, zoning ordinances and any other appropriate governmental regulation. No construction shall be allowed to commence within the Condominium, unless all required permits have been obtained from all pertinent and applicable public, governmental or quasi-governmental agencies, and all required fees have been paid. Any development standard or any proposed land use not specifically referred to in this Declaration shall be subject to the regulations and approval of the ARB and of City of Key Largo, Monroe County or any other public, governmental or quasi-governmental authority which has jurisdiction over the Condominium. Any future request by a Unit Owner for modification of existing structures, new additions or alterations shall be subject to the regulation and approval of both the ARB and the appropriate governmental body having jurisdiction over the Condominium.

A Unit Owner seeking review by the ARB shall submit to the ARB two complete sets of exterior plans, elevations, and specifications of the proposed construction or modification solely at Unit Owner's expense. These exterior plans, elevations, and specifications shall be prepared by an architect, landscape architect, engineer, builder or other person found to be qualified by the ARB. The ARB shall have the right to request additional information, if, in its opinion, the information submitted is incomplete or insufficient. Submittals shall be accepted the first and third Wednesday of each month.

The ARB shall approve proposals, except as restricted above, or exterior plans, elevations, and specifications submitted for its approval only if it deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of the Condominium as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ARB may condition its approval of proposals and exterior plans, elevations, and specifications as it deems appropriate, and may require submission of additional exterior plans, elevations, and specifications at Unit Owner's expense or other



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information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth additional procedures for the submission of plans for approval. The ARB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the ARB of all required exterior plans, elevations, and specifications, the ARB may postpone review of any plans submitted for approval. Upon such receipt, the ARB shall have forty-five (45) days in which to accept or reject any proposed plans and if the ARB does not reject same within such period, said plans shall be deemed approved. The ARB herein shall be the ultimate deciding body and its decisions shall take precedence over all others.

After approval by the ARB, all improvements shall be completed within a reasonable time from commencement of the improvement. The ARB may establish, but is not required to establish a specific time for completion of construction as a condition of its approval.

If approval or disapproval of any plan is not received within forty-five (45) days after written request is delivered to the ARB by the Unit Owner, then no approval by the ARB shall be required. In no event may any modification be allowed to remain which violates any of this Declaration, or which violates any zoning or building ordinance or regulation.

In the event approval is denied by the ARB, the Unit Owner may request a hearing before the ARB to justify its position. The ARB may attempt to work with the Unit Owner to suggest alternative methods that will accomplish the Unit Owner's objectives and also meet with ARB approval; provided, however, without limiting the generality of Section 9.9 hereof, the ARB is not liable for design or engineering criteria and Unit Owner shall be solely responsible for same.

The ARB may render its decision within ten (10) days after the appeal has been heard and the decision of the ARB shall be binding on the Unit Owner.

All changes and alterations shall also be subject to all applicable permit requirements and to all applicable governmental and/or quasi-governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

The ARB may require the payment of fees by a party requesting its approval hereunder, whereby such fees may be applied to ARB-related costs, expenses and salaries at the discretion of the ARB.

The provisions of this Article shall apply not only to Units, but also to common elements of Condominium Buildings.

Section 9.5. Meetings of the ARB. The ARB shall meet from time to time as necessary to perform its duties hereunder, and to review applications received within thirty (30) days of receipt. The ARB may from time to time, by resolution unanimously adopted in writing, designate a ARB representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ARB, except the granting of variances pursuant to Section 9.9 hereof. In the absence of such designation, the vote of any two (2) members of the ARB shall constitute an act of the ARB.

Section 9.6. No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatsoever, subsequently or additionally submitted for approval or consent.



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Section 9.7. Compensation of Members. The members of the ARB shall be entitled to receive compensation for services rendered and reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 9.8. Limitation of Responsibilities and Waiver of ARB Members. The primary role of the ARB is to review the applications, plans, specifications, materials, and samples submitted and to determine if the proposed modifications conform in appearance and construction criteria with the standards and policy as set forth by the ARB. The ARB does not assume responsibility for construction.

Section 9.9. Variance. The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require so long as such variances do not conflict with any law or ordinance without first obtaining appropriate governmental or quasi-governmental approvals, as applicable. Such variances must be evidenced in writing which must be signed by at least a majority of the members of the ARB. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variances shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental, laws and regulations, including, but not limited to, zoning ordinances and set-back lines or requirements imposed by any governmental, quasi-governmental or municipal authority.

Section 9.10. Exemptions. Developer and its designees shall be exempt from the provisions hereof with respect to improvements, alterations and additions and removals desired to be effected by any of them and shall not be obligated to obtain ARB approval for any construction or changes which any of them may elect to make at any time.

## ARTICLE 10 ASSOCIATION

A. Association. Prior to the date of the recording of this Declaration there will be or has been created under the laws of the State of Florida THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit, herein called the Association, which shall be responsible for the administration, operation, maintenance, repair and replacement of the Condominium Property and which shall have those powers and duties set forth in the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws. A copy of the Articles of Incorporation is attached hereto as Exhibit "D" and a copy of the Bylaws is attached hereto as Exhibit "E" and incorporated herein by this reference.

B. Membership. Each Unit Owner shall automatically become and be a member of the Association for so long as such Unit Owner continues to own a Unit. Upon the termination of the interest of the Unit Owner, membership in the Association shall thereupon terminate and transfer and inure to the new Unit Owner succeeding in interest.

C. Limitations Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage to be maintained and repaired by the Association, and caused by: (i) any latent condition of the property; (ii) the elements; or (iii) by other Unit Owners or persons; provided, that this limitation does nothing to void or cancel any insurance carried by the Association for Unit Owners.



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D. Restraint Upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his/her Condominium Unit.

E. Ownership of Recreation Facilities. The Association may acquire ownership or other possessory or use interests in lands and/or recreational facilities, whether or not contiguous to the Condominium Property, in order to provide for the enjoyment, recreation or other use or benefit of the Unit Owners. All recreational facilities serving the Condominium Property or Unit Owners and their permitted tenants and invitees will be either: (i) owned in fee by the Association free and clear of all liens; (ii) be a part of the Common Elements; or (iii) be used pursuant to an easement.

F. Powers. The Association shall have all of the powers and duties set forth in the Condominium Act, this Declaration and in its Articles of Incorporation and Bylaws. The Board of Directors may enter into employment agreements with auditors, attorneys and such other persons as may be necessary for the orderly operation of the Condominium Property, and the fees and compensation to be paid to said parties will be a Common Expense subject to assessment.

G. Voting Rights. Each Unit shall be entitled to membership in the Association and to one vote to be cast by its Owner in accordance with the provisions of the Bylaws and the Articles of Incorporation of the Association.

#### ARTICLE 11 COMMON SURPLUS

Common Surplus shall be the excess of all receipts of the Association including, but not limited to, assessments, special assessments, rents and revenues on account of the Common Elements over the amount of common expense. Each Unit Owner shall own an undivided share in any Common Surplus in the same percentage as such Owner's share of the Common Elements, as set forth in Article 5. All Common Surplus shall be held and administered by the Association on behalf of the Unit Owners and may be credited to the Unit Owners at such times and in such amounts as the Board of Directors shall deem fit or otherwise expended by the Association for the benefit of the Unit Owners as the Board of Directors may determine; provided, however, that no distribution of the Common Surplus shall be made contrary to the requirements of Chapter 617 of the Florida Statutes.

#### ARTICLE 12 SEPARATE REAL ESTATE TAXES

Real estate taxes are to be separately assessed to each Unit for the Owner's Condominium Parcel, as provided in the Condominium Act. If for any year such taxes are not separately assessed to each Unit Owner, then each Unit Owner shall pay his/her proportionate share thereof based upon the percentage of his/her share of the Common Elements set forth in Article 5 Section A above.

#### ARTICLE 13 UTILITIES

Each Unit Owner shall pay for the telephone, television, electricity and other services or utilities that are separately metered or billed to each user or Unit by the respective utility company, service provider or the Association. Utilities which are not separately metered or billed and for the benefit of Unit Owners collectively shall be part of the Common Expenses.



ARTICLE 14  
INSURANCE

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A. Hazard Insurance. The Board of Directors acting on behalf of the Association, Unit Owners and their mortgagees, as their interests may appear, shall insure the Common Elements against loss or damage by fire, flood, windstorm and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements. The Unit Owners shall insure their respective Units against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Unit. **THE ASSOCIATION SHALL NOT BE RESPONSIBLE IN ANY MANNER FOR HAZARD INSURANCE FOR THE UNITS THEMSELVES. TO THE EXTENT THAT SUCH INSURANCE IS AVAILABLE AND THE UNIT OWNERS CANNOT INDIVIDUALLY PURCHASE HAZARD INSURANCE FOR THE INDIVIDUAL UNITS, THEN IN SUCH EVENT BY THE AFFIRMATIVE VOTE OF ALL UNIT OWNERS, HAZARD INSURANCE FOR THE UNITS SHALL BECOME A COMMON EXPENSE.**

**IN THE EVENT OF DAMAGE TO A UNIT AS OPPOSED TO A COMMON ELEMENT, THE OWNER OF SAID UNIT SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL REPAIRS/DAMAGE TO SAID UNIT. UNDER NO CIRCUMSTANCES WILL ANY UNIT OWNER HAVE TO SHARE IN THE EXPENSES OR BE ASSESSED FOR THE COSTS OF REPAIRING THE DAMAGE TO ANY OTHER UNIT NOT OWNED BY SAID UNIT OWNER.**

B. Insured Property. Insurance coverage of the Common Elements shall be written in the name of and the proceeds thereof shall be payable to the Association or the Board of Directors as the trustees for the Unit Owners and their respective mortgagees, if any, as their interests may appear. If agreeable to the insurer, policies shall include provisions that they be without contribution, and that the insurer waives its rights of subrogation as to any claims against the Unit Owners.

C. Loss or Damage. Subject to the provisions of Article 19, in the event of loss or damage to the Condominium Property, the proceeds shall be applied to restore the same to substantially the same condition in which it existed prior to such loss or damage, with each Unit and the Common Elements having substantially the same size, location and dimensions as before. In the event such restoration or repair shall not be substantially in accordance with the original plans and specifications, such restoration and repair shall require the approval set forth in Article 19.

D. Use of Proceeds. The net proceeds of any insurance collected shall be made available for the purpose of restoration or replacement of the Common Elements. If the insurance proceeds received by the Association are insufficient to cover the entire expenses of reconstruction or replacement of the Common Elements, the additional expense shall be paid by Unit Owner as a special assessment. The Association may enforce the provisions hereof and collect any sums due hereunder in the manner provided in Section 718.303 of the Florida Statutes.

E. Liability Insurance. The Association shall have the authority to and shall obtain comprehensive public liability insurance in a minimum amount of \$2,000,000 and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner and the Association, the Board of Directors, and managing agent from liability in connection with the Common Elements. Where agreeable to the insurer, all liability insurance policies shall contain cross-liability endorsements to cover liabilities of the Unit Owners collectively or to a Unit Owner individually.

F. Flood Insurance. If it shall be determined that the Condominium Property is located in a special flood hazard area, the Association shall have the authority to and shall obtain flood insurance in an amount not less than the maximum available coverage under the National Flood Insurance Program for all



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buildings, if any, constituted as Common Elements and other insurable property within the Condominium. **THE ASSOCIATION SHALL NOT BE RESPONSIBLE IN ANY MANNER FOR FLOOD INSURANCE FOR THE UNITS THEMSELVES. TO THE EXTENT THAT SUCH INSURANCE IS AVAILABLE AND THE UNIT OWNERS CANNOT INDIVIDUALLY PURCHASE FLOOD INSURANCE FOR THE INDIVIDUAL UNITS, THEN IN SUCH EVENT BY THE AFFIRMATIVE VOTE OF ALL UNIT OWNERS, FLOOD INSURANCE FOR THE UNITS SHALL BECOME A COMMON EXPENSE.**

**IN THE EVENT OF FLOOD DAMAGE TO A UNIT AS OPPOSED TO A COMMON ELEMENT, THE OWNER OF SAID UNIT SHALL BE SOLELY RESPONSIBLE FOR ANY AND ALL REPAIRS/DAMAGE TO SAID UNIT. UNDER NO CIRCUMSTANCES WILL ANY UNIT OWNER HAVE TO SHARE IN THE EXPENSES OR BE ASSESSED FOR THE COSTS OF REPAIRING THE FLOOD DAMAGE TO ANY OTHER UNIT NOT OWNED BY SAID UNIT OWNER.**

G. Bonding and Other Insurance. The Association shall maintain insurance or fidelity bonding on all persons having authority to control or disburse funds of the Association in an amount equal to a sum that will cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall have the authority to maintain such other insurance coverage as the Board of Directors may from time to time deem appropriate.

H. Premiums. The premiums for all insurance purchased pursuant to the provisions of this article shall be Common Expenses. If agreeable to the insurer, such policies shall include a provision that coverage will not be terminated for non-payment of premiums without ten (10) days' prior written notice to each Unit mortgagee.

I. Excess Liability. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Board of Directors shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall each have the right to intervene and defend.

J. Inspection of Insurance Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

K. Individual Insurance Responsibility. As set forth above, each unit owner shall procure its own hazard insurance, flood insurance and windstorm insurance, plus insurance on the contents of his/her Unit, including roof, exterior walls, doors, windows, interior walls, ceiling and floor coverings and Owner's personal property stored elsewhere on the Condominium Property, and including all additions and improvements made to his/her Unit other than the fixtures, installations or additions initially installed or replacements thereof in accordance with the original Condominium plans and specifications, and his/her personal liability insurance to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided.

L. Association as Attorney-in-Fact. In undertaking the responsibilities set forth in this Article, the Association is hereby designated and shall be the attorney-in-fact for all Unit Owners for the purpose of purchasing and maintaining such insurance, including but not necessarily limited to, the collection and appropriate disposition of the proceeds thereof, the negotiations of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish the purposes of this Article.

M. Insurance Trustee. "Insurance Trustee" shall mean any person or entity with fiduciary trust powers under Florida law appointed by the Board of Directors in its discretion. If the Board of Directors





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.

**ARTICLE 15  
MAINTENANCE, REPAIRS AND REPLACEMENT**

A. By the Association. The Association shall maintain, repair and replace at the Association's expense:

1. All Common Elements and all Limited Common Elements.

2. All incidental damage caused to a Condominium Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of Article 15 (A) (1) above.

B. By the Unit Owner. The responsibility of the Condominium Unit Owner for maintenance, repair and replacement shall be as follows:

1. To maintain, repair, and replace at his/her sole and personal expense the entire Unit, including all entrance doors and other doors within a Unit, door bells, door knockers, windows, roof, exterior and interior walls, storm shutters, glass, screens, air conditioners, electrical panels, electric wiring, electric outlets and fixtures, and plumbing fixtures and connections within a Unit, that exclusively serve such Unit or belong to a Unit Owner, interior surfaces of all walls, floors and ceilings and all other portions of his/her Unit. Additionally, the Unit Owner shall be responsible for the general cleaning, repair, replacement, and maintenance of his/her Limited Common Elements. All maintenance, repairs, and replacements to be done by Unit Owner shall be done without unreasonably disturbing the rights of other Unit Owners.

2. To refrain from enclosing, painting, or otherwise decorating or substantially changing the appearance of any portions of the Limited Common Elements appurtenant to his/her Unit or of the exterior of any door, wall, or roof, without the express written consent of the Board of Directors.

3. To refrain from changing or in any way altering the landscaping of the Limited Common Elements without the express written consent of the Board of Directors. Such consent shall not be unreasonably withheld. However, the Board of Directors may not consent to the planting of any tree, shrub, or other plant if such may cause damage to any structure or utility line or if it will cause messy litter or will in any way constitute a nuisance.

4. To promptly report to the Association any defect or need for repairs for which the Association is responsible.

5. To maintain, repair, and replace the interior and exterior of their Unit. All maintenance, repairs, and replacements to be done by Unit Owner shall be done without unreasonably disturbing the rights of other Unit Owners. If windows and garage doors are not promptly replaced when needed, then upon ten (10) days notice and failure to act, the Association may, at the expense of the Unit Owner, undertake said repairs and invoice the Unit Owner for reimbursement. If the invoiced amount is not paid within ten (10) days, the amount shall be treated like a special assessment against the Unit Owner.

C. Unit Owner Negligence. If, due to the negligent act or omission of a Unit Owner, or of a member of the Owner's family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or

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Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, such Unit Owner shall pay all insurance deductibles and other costs not covered by insurance related to the repairs and replacements required to fix such damage. Maintenance, repairs and replacements to the Common Elements or the Units shall be subject to the provisions of this Declaration of Condominium.

D. Access to Units. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Association. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or other Units.

E. Emergency Access. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to Common Elements or to another Unit or Units.

F. Authority to Grant Easements. The Association shall have the authority to grant permits, licenses and easements over the Common Elements, and to move or modify the same, for utilities, ingress and egress, cable television service and for other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Property.

**ARTICLE 16  
ALTERATIONS, ADDITIONS AND IMPROVEMENTS**

Alteration and improvement of the Condominium Property and restrictions thereon shall be as follows:

A. By the Developer. Developer reserves the right to change the interior and exterior design and arrangement of any Units the Developer owns. So long as Developer owns the Units altered, the Developer, with the approval of a majority of the total voting interest required for amendments by Section 718.110(4) F.S. may alter the boundaries between Units and the Common Elements. If at the time such amendment to the plans is made this Declaration has been recorded among the Public Records of the County, such amendment of the plans shall be reflected by an amendment of this Declaration signed and acknowledged only by the Developer and by the Association and if necessary, approved by the Institutional Mortgagees of Condominium Units materially and adversely affected thereby, whether the affected Condominium Units are encumbered by individual mortgages or by an overall construction mortgage. An amendment for such purpose need be signed and acknowledged only by the Developer and by the Association but need not be approved by the Unit Owners, whether or not such approval is elsewhere generally required for an amendment of the Declaration, provided, however, that where the consent of a specific Unit Owner or Owners is required in accordance with the provisions of this paragraph, such consent shall be attached as an exhibit to the Amendment. Several amendments to the plan may be reflected in a single amendment to the Declaration of Condominium. The right to make the aforescribed changes are with respect to the Units in a building which has been condominiumized.

B. By the Unit Owner.



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1. No Unit Owner shall make any structural addition, alteration or improvement in or to his/her Unit or alter or add to the Common Elements, including the Limited Common Elements appurtenant to his/her Unit, or to any part of a Unit (whether such part be deemed part of the Unit or of Common Elements) which abuts on Common Elements, including Limited Common Elements, unless such alteration or addition is approved by the ARB pursuant to Section 9 hereof.

2. All additions, alterations and improvements by the Unit Owners shall be made at his/her sole expense in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction. A Unit Owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any cost, expense or damage resulting there from.

C. By the Association. The Association shall not make any alteration of, addition to or expansion of the Common Elements the estimated cost of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) (which threshold amount shall be increased by ten percent (10%) every twelve (12) months, cumulative and compounded, from the date this Declaration is recorded) or any alteration which materially adversely affects the use of any recreational facilities unless the plans and expenditure for it are first approved at a duly called meeting by a majority of all Unit Owners entitled to vote in the Association. Nothing in this Article 16, Section C shall bar the Association from making reasonably required repairs, replacements or refurbishments of existing Common Elements the cost of which exceeds the foregoing sum without a vote of the membership.

#### ARTICLE 17 ENCROACHMENTS

If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any portion of the Common Elements, as the Common Elements and Units are shown by the surveys comprising the plat attached hereto as Exhibit "B", there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as they shall exist.

#### ARTICLE 18 TRANSFER OF UNITS

In order to maintain a community of congenial residents, protect the value of the Units, and to ensure the financial ability of each Unit Owner to pay assessments made against him, the transfer or leasing of any Unit by any Owner other than the Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe.

##### A. Transfers Subject to Approval.

1. Sale and Gift. Except as provided in Article 18(B), a Unit Owner may not sell, convey or transfer a Unit or any interest therein without the approval of the Association.

2. Lease. A Unit Owner may not lease a Unit or any interest therein for a term of less than three (3) months. A Unit Owner must also obtain approval of the Association, which approval may be arbitrarily denied, prior to entering into any lease. Every lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and



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restrictions of this Declaration of Condominium (and all exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of the tenant (as determined in the sole discretion of the Association), ordinary wear and tear excepted, and to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.

**B. Transfers NOT Subject to Approval.**

1. Devise, Inheritance or Operation of Law. If any Unit Owner shall acquire his/her title by devise, inheritance, or operation of law, the same shall not be subject to the approval of the Association.

2. Family Transfers. A transfer of a Unit to the Unit Owner's spouse, children or parents, trusts where the beneficiaries are the Unit Owner or the Unit Owner's spouse, children or parents, or family partnerships where the partners are the Unit Owner or the Unit Owner's spouse, children or parents shall not be subject to the approval of the Association.

3. Mortgagees. A Unit Owner may freely mortgage or encumber his/her Unit without the approval of the Association.

4. Developer. Transfers by the Developer.

5. Foreclosure by Mortgagee. Transfers to a Mortgagee through a foreclosure of a Mortgage or deed in lieu of foreclosure of a Mortgage or purchaser at a foreclosure sale.

**C. Approvals. The approvals when required for the transfer or leasing of ownership of a Unit shall be obtained in the following manner:**

1. Notice to Association.

(a) Sale. A Unit Owner intending to make a bona fide sale of his/her Unit or any interest therein shall give the Association notice in writing of such intention, together with a fee of one hundred dollars (\$100.00), the name and address of the intended purchaser, and such other information concerning the intended purchaser as the Association may reasonably require. Such notice may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved and, if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell which contract shall be executed by the purchaser and seller and is to contain a provision reciting that the contract is subject to the approval of the Association as provided for in the Declaration of Condominium.

(b) Lease. A Unit Owner intending to lease his/her Unit or any interest therein shall give to the Association notice, in writing of such intention, together with a fee of one hundred dollars (\$100.00), the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require. The notice shall be accompanied by an executed copy of the proposed lease which lease shall be executed by the lessor and lessee and is to contain a provision reciting that the lease is subject to the approval of the Association as provided for in the Declaration of Condominium.



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(c) Failure to Notify. If the notice to the Association herein required is not given, then at any time after receiving knowledge of the transaction or event transferring ownership or leasing of a Unit, the Association, at its election and without notice, may approve or disapprove the transaction or event. If the Association disapproves the transaction or event, the Association shall proceed as if it had received the required notice on the date of such disapproval. Additionally, any transfer of title to a Unit not approved or disapproved by Association within one year from the recordation of the deed of conveyance shall be deemed approved by the Association, without further act or without recordation of a Certificate of Approval.

2. Certificate of Approval. Within fifteen (15) days after receipt of notice, the Association shall either approve or disapprove the proposed transaction. All approvals shall be evidenced by certificates executed by the President or Secretary of the Association, which certificates shall be in recordable form, delivered to the seller, and recorded by the seller or the buyer in the public records of Monroe County, Florida, except that certificates of approval relating to a leasehold interest are to be in non-recordable form. If the prospective transferee of a Unit or an interest therein is a corporation, trust, or other non-personal entity, the approval shall be conditioned upon the requirement that all persons occupying the Unit be approved by the Association.

D. Disapproval by Association. If the Association shall disapprove of any leasing or transfer of a Unit requiring the approval of the Association under this Declaration of Condominium, the following provisions shall be applicable to the transaction:

1. Sale. Within fifteen (15) days after receipt by the Association of the documents described in Section C hereof, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase said Unit duly executed by a purchaser, who may be the Association or a person approved by the Association or another Unit Owner. The Unit Owner shall sell the Unit upon the following terms:

(a) At the option of the purchaser, and which shall be stated in the agreement, the price to be paid shall be that stated in the disapproved contract. The terms, conditions and provisions of the contract of sale shall be as stated in the disapproved contract except that the purchaser shall be deemed to elect to pay all cash at the time of closing and waive any financing contingencies. The sale shall be closed on the later of (i) thirty (30) days after the delivery or mailing to the Unit Owner of the agreement to purchase, or (ii) the date set forth in the disapproved contract.

(b) If the Association shall fail to purchase or provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser provided by the Association shall default in the agreement to purchase, the proposed transaction shall be deemed to have been approved by the Association and the Association shall furnish a Certificate of Approval as elsewhere provided.

2. Lease. If the Unit Owner shall be advised in writing of the Association's disapproval of a lease pursuant to the Association's right to disapprove a lease as set forth in Section A, then the lease shall be void and of no effect and the lessee shall have no leasehold interest.



**ARTICLE 19  
CASUALTY AND CONDEMNATION**

**A. Reconstruction or Repair After Casualty.**

(a) **Reconstruct or Repair to Common Elements.** If any part of the Common Elements shall be damaged to the extent that reconstruction or repair is necessary, the same shall be reconstructed or repaired.

(b) If damage is to a Unit, a Unit Owner shall have the right, but not the obligation, to repair or replace improvements at said Unit Owner's sole cost and expense. If there is major damage (being defined as damage the costs of which is in excess of twenty-five percent (25%) of the appraised value of the improvements, as reflected on the county tax rolls), the Unit Owner must effectuate the repairs as soon as reasonably possible (subject to receipt of insurance proceeds and governmental permitting). If after 12 months from the date of receipt of insurance proceeds (subject to matters of "force majeure") a Unit is not reconstructed, then, in such event, the Association can demand that it be condemned, improvements removed and the area be grassed. Provided further, a Unit Owner shall always have the right to reconstruct at a later date, subject to elevations of what is being reconstructed being consistent with what had previously existed. As provided above, no other Unit Owner shall have the duty or obligation to contribute in any way to the repair of another Unit Owner's Unit, except for damage caused by the negligent actions of another Unit Owner as determined in a court of law.

(c) **Plans and Specifications.** Any exterior reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements including those for any authorized exterior alteration or improvements approved by the ARB made after this Declaration is recorded or, if not in accordance with such plans and specifications, then according to the plans and specifications approved by the Board of Directors of the Association, the Developer and by sixty percent (60%) of all Unit Owners and mortgagees holding liens thereon. If the foregoing approvals are not given within thirty (30) days of plans therefor being submitted to each person or entity whose approval is required hereunder, reconstruction and repair shall be made in accordance with the original plans and specifications as amended, with such changes as may be necessitated by changes in statutes, rules, regulations and ordinances affecting the Condominium Property. The Association shall have no control or approval rights with respect to exterior elevations.

(d) **Estimates of Costs.** Immediately after a determination is made to rebuild or repair damage to Common Elements for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(e) **Assessments and Special Charges for Reconstruction and Repair on Common Elements.**

(f) **Special Assessments** shall be made against all Unit Owners in amounts sufficient to provide funds for the payment of such Common Elements' costs not covered by insurance. Such assessments shall be in proportion to each Unit Owner's share in the Common Elements.

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(g) **Condominium Funds.** The funds for the payment of costs for construction and repair after casualty of Common Elements, which shall consist of the proceeds of insurance held by the Association or the Insurance Trustee and funds collected by the Association from assessments against Condominium Unit Owners, shall be disbursed in payment of such costs in the following manner:

(i) **By Whom Held.** If the total assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00 (as such amount may increase from year to year as hereinbefore provided) and if an Insurance Trustee has been appointed, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(ii) **Insurance Trustee.** The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(aa) **Association - Lesser Damage.** If an Insurance Trustee has been appointed and is holding insurance proceeds and if the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00 (as such amount may increase from year to year as hereinbefore provided), then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors.

(bb) **Association - Major Damage.** If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is equal to or greater than \$25,000.00 (as such amount may increase from year to year as hereinbefore provided), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors, subject to the approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(h) **Condominium Unit Owner.** The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner then if the Association or Insurance Trustee, if any, receives such proceeds from the insurance company, the Association or Insurance Trustee, if any, shall pay such proceeds to the Unit Owner, or if there is a mortgage on such Condominium Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

**B. Condemnation.**

1. **Deposit on Awards with Insurance Trustee.** If any of the Common Elements are taken by condemnation or are conveyed in lieu thereof, the awards for that taking shall, for the purposes of this Declaration, be deemed to be proceeds from insurance on account of a casualty



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causing damage to the Common Elements within the meaning of this Article, and shall be deposited with the Insurance Trustee or the Association, as the case may be. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards (except for relocation or temporary housing expenses awarded to Unit Owners) with the Insurance Trustee or the Association; and in the event of the failure of any Unit Owner to do so, the Board of Directors may, at its discretion, levy a Special Charge against such Unit Owner in the amount of his/her award, or the amount of that award shall be setoff against any sums hereafter made payable to that Owner pursuant to this Article.

2. 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 a manner approved by the Board of Directors; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required elsewhere in this Declaration for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation, except that if a Condominium Parcel is encumbered by an Institutional Mortgage, the distribution shall be paid jointly to the Unit Owner and the Institutional Mortgagee of the Condominium Parcel.

3. Amendment to Declaration. Changes to Units, the Common Elements and the ownership of the Common Elements caused by condemnation shall be evidenced by an amendment to this Declaration that need be approved only by a majority of the Board of Directors.

4. Association as Agent. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiation, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof by the condemning authority. Each Unit Owner hereby designates and appoints the Association as agent and attorney in fact for the foregoing purposes.

#### ARTICLE 20 TERMINATION

Except as otherwise herein provided, this Condominium may be terminated and the Condominium Property removed from the provisions of Chapter 718, Florida Statutes, by consent of all of the Unit Owners and lien holders of record with liens on Units, said consent to be evidenced by a recorded instrument to that effect. Upon termination of the Condominium, the Condominium Property shall be owned in common by the Unit Owners in the same undivided shares as each Unit owned in the Common Elements. Liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

#### ARTICLE 21 DEVELOPER'S PRIVILEGES

So long as the Developer owns Units in the ordinary course of business, the Developer shall have the following privileges:

A. Transact Business. Said Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale or lease of Units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the Common Elements and to show Units. A sales office, office equipment, signs and all items pertaining to sales, shall not be considered





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Common Elements and shall remain the property of the Developer until the Developer has sold the last Unit in this Condominium. In the event there are unsold Units, the Developer retains the right to be the Unit Owner thereof, under the same terms and conditions as other Unit Owners have with its right to sell, rent or lease Units as owned by said Unit Owners, as contained in this Declaration.

B. Assignments of Easements. The Developer shall have the right to assign Limited Common Elements for exclusive use by specific Unit Owners as Limited Common Elements by written instrument. The Association may grant or amend easements over and across the Condominium Property provided that no such act or acts shall abridge or materially interfere with the rights otherwise granted to other Unit Owners.

C. Construction, Development, and Sales. In addition to all other rights granted or reserved to the Developer in this Declaration of Condominium, the Articles of Incorporation and the By Laws of the Association, the Developer shall have the right to conduct on the Condominium Property, all operations necessary in its sole discretion to complete the reconstruction and development of the Condominium Property and to market, sell and lease the Units or other Property facilities. Irrespective of any restriction or regulation, the Developer or its agents may enter upon the Condominium Property and operate thereon such vehicles and equipment as shall be necessary in the sole discretion of the Developer or its agents for such purposes. The Developer shall have the right to use any Developer owned Unit or other portion of the Condominium Property in connection with the Developer's program to sell or lease Units and shall have the right to place upon the Common Elements signs designating the Developer's sales office and advertising Units owned by the Developer for sale or lease. Such signs may be placed in such locations and shall be of such size and character as the Developer may determine.

D. Representation on the Board of Directors. The Developer shall have the right to select and designate members of the Board of Directors of the Association, and to remove and replace any person or persons selected by the Developer as a member of the Board of Directors, as provided in the Articles of Incorporation and By Laws. No representative of the Developer serving on the Board of Directors of the Association shall be required to disqualify herself or himself from voting on any contract or other matter between the Developer and the Association notwithstanding any pecuniary or other interest of the Developer. The Developer shall not be disqualified from voting on any matter which may come before the membership of the Association with respect to any contract or other matter between the Developer and the Association, notwithstanding any pecuniary or other interest of the Developer, Directors appointed by Developer shall not be required to be owners of Units in the Condominium. At least a majority of the Board of Directors who are elected by the members of the Association shall be owners of Units in the Condominium or shall be authorized representatives, officers or employees of a corporation or other organization which is a Unit Owner.

E. Dissolution or Merger of Developer. In the event of the dissolution of the Developer or its merger or consolidation into any other entity which survives the Developer, all rights of the Developer under this Declaration of Condominium or any other Condominium Document shall pass to and may be exercised by its successor or survivor.

F. Assignability of the Developer's Status. The status, position and rights of the Developer under this Declaration of Condominium, the Articles of Incorporation and the By Laws of the Association are freely assignable, in whole or in part, and any party to whom assigned shall be entitled to exercise all of the rights so assigned. The Developer shall have the right to appoint and designate a successor who shall succeed to the status, position and all of the rights and privileges of the Developer under this Declaration of Condominium by a written instrument identifying and designating such successor executed in recordable form and, upon the recording of such Instrument in the Public Records of Monroe County, Florida, the party named as successor shall succeed to all of the rights, privileges, exemptions and immunities of the Developer under this Declaration of Condominium. If the assignor Developer assigns



its rights, privileges, and obligations under this Declaration, then such assignor shall be released from all liabilities and obligations, accruing from and after the date of the assignment; it being understood and agreed that the Developer and each successor developer shall have a responsibility only with respect to the period of time during each is the "Developer" hereunder.

G. Assessment for Capital Improvements Actions Detrimental to Sales. Notwithstanding any other provision of this Declaration of Condominium or any other Condominium Document, so long as the Developer holds a Unit or Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

1. Assessment of the Developer as a Unit Owner for capital improvements or capital additions; and

2. Any action by the Association which would be detrimental to the sales of Units by the Developer, including such use of unsold Units and Common Elements and Association Property as may facilitate the completion and sale of Units, maintenance of a sales office, showing of the Property and display of signs; provided, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed detrimental to the sale of Units.

H. Changes in Units. The Developer shall have the right, without the vote or consent of the Association or other Unit Owners, to make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non structural, including physically combining Units. However, in no event shall any such alteration, addition, improvement or combination interfere with the Common Elements or Limited Common Elements or the provision of utility service to any Unit, the Common Elements or Limited Common Elements.

## ARTICLE 22 RIGHTS OF MORTGAGEES

Rights to Information. Upon receipt by the Association from any Institutional Mortgagee, guarantor or insurer of a copy of the mortgage held by such mortgagee, guarantor or insurer on a Unit, together with a written request from such mortgagee, or a guarantor or insurer of such mortgagee specifying the address to which the following items are to be sent, the Association may send to such mortgagee, insurer or guarantor the following, and for which the Association may charge a reasonable fee:

1. a copy of a financial statement of the Association for the immediately preceding fiscal year;

2. written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium Property or the Association Property or any improvements thereon, or any fidelity bonds of the Association, except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available;

3. written notice of any damage or destruction to the Common Elements, Limited Common Elements or Condominium Property or the Association Property which affects a material portion of the Common Elements, Limited Common Elements or Condominium Property or the Association Property securing its mortgage;



4. written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium Property securing its mortgage; and

5. written notice of failure by the Owner encumbered by a first mortgage held by such Institutional Mortgagee, guarantor or insurer to pay any Assessments when such failure or delinquency has continued for a period of sixty (60) days or longer.

### ARTICLE 23 AMENDMENTS

A. Amendments. Except as otherwise provided in this Article 23 and in Article 8 Section B, the provisions of this Declaration may only be amended upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than two-thirds (2/3) of the voting interests of the Condominium. No amendment changing the size or dimensions of a Unit shall be effective unless consented to by the Unit Owner and any Institutional Mortgagee affected thereby, and no amendment which affects the rights, privileges or interests of the Developer shall be effective without its prior written consent. All amendments to this Declaration shall be recorded.

B. Mortgagee Consent. No amendment shall change or modify the provisions of this Declaration of Condominium which govern the voting rights of members, assessments, assessment liens or subordination of such liens, reserves for maintenance, repair or replacement, insurance or fidelity bonds or any provisions which is for the express benefit of any Institutional Mortgagee, unless not less than fifty-one percent (51%) of such Institutional Mortgagees shall have first approved such amendment. No amendment may change the size or configuration of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the owner of the parcel shares the Common Expenses or owns the Common Surplus unless all record owners of Units and all record holders of first mortgages approve the amendment.

C. Scrivener's Error. Notwithstanding the foregoing, the Declaration may be amended by the Developer or the Association to correct scrivener's errors without the need of the Owners' approval.

### ARTICLE 24 NOTICES

A. Giving Notice. Notices provided for in the Condominium Act, Declaration, Articles of Incorporation or Bylaws shall be in writing, and shall be addressed to the Association or to any Unit Owner at the mailing address of the Condominium Property or at such other address as may hereafter be provided on the roster of owners maintained by the Association. The Board of Directors may designate a different address or addresses for notices to it by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices by giving written notice of such Unit Owner's change of address to the Association. Notice addressed as above shall be deemed delivered when mailed by United States mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in the mail box in the building or at the door of the Unit in the building.



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B. Proof of Notice. The post office certificate of mailing shall be retained as proof of such mailing or, in the alternative, an officer of the Association or person giving notice may provide an affidavit affirming the giving of notice.

**ARTICLE 25**  
**OCCUPANCY AND USE RESTRICTIONS**

In order to provide for congenial occupancy of the Condominium Property and to protect the value of the Unit, the use of the Condominium Property shall be in accordance with the following restrictions which shall be applicable to and shall be covenants running with the land of the Condominium:

A. Occupancy and Residential Use. Except for commercial uses by the Developer or the Association, including, but not limited to those described in the Rules and Regulations, the lands of the Condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes excepting therefrom such uses designed to serve only the residents of this Condominium.

1. Occupancy. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by (i) the individual Unit Owner (and members of his/her family and guests), (ii) an officer, director, stockholder or employee of such corporation (and members of his/her family and guests), (iii) a partner or employee of such partnership (and members of his/her family and guests), (iv) the fiduciary or beneficiary of such fiduciary (and members of his/her family and guests) or (v) permitted occupants under a lease or sublease of the Unit (as described below), as the case may be. Occupants of a lease or sublease must be (i) an individual lessee or sublessee (and members of his/her family and guests), (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee (and members of his/her family and guests), (iii) a partner or employee of a partnership lessee or sublessee (and members of his/her family and guests), or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee (and members of his/her family and guests). Under no circumstances may more than one family, its servants and guests occupy a Unit at one time. "Members of his/her family" or words of similar import, whenever used herein shall be deemed to mean spouse, parents, grandparents, parents-in-law, brothers, sisters, nieces and nephews, children and grandchildren.

2. Additional Constructions. No structures shall be constructed upon the land other than individual residences or other structures intended for residential use and appurtenances thereto. No Condominium Unit may be divided or subdivided into a smaller Unit, or any portion thereof sold or otherwise transferred without first amending this Declaration in accordance with the other provisions hereof.

3. Children. Children are permitted to reside in the Condominium.

B. Balconies and Patios. No Unit Owner shall cause or permit any balcony, patio or roof deck appurtenant to his/her Unit to be increased in size, or the configuration thereof altered, without written approval of the ARB and in said event only within the footprints of a Unit. Unit Owners are permitted to install storm shutters which shutters must be approved by the ARB in style and color. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.



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C. Nuisances. No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the Condominium Property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his/her Condominium Unit or make any use of the Common Elements which will increase the rate of insurance upon any part of the Condominium Property.

D. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which shall require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

E. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the Common Elements or Condominium Units; provided, however, the right is reserved to the Developer to place "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit it may from time to time own, and the same right is reserved to any Institutional Mortgagee which may become the a Unit Owner and to the Association as to any Unit which it may own.

F. Exterior Appearance. No clothes, sheets, blankets, towels, laundry of any kind or other articles shall be hung out or exposed from any Unit or Common Element. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly material. The exterior of all Units shall be well maintained.

G. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Directors of the Association. The initial Rules and Regulations, which shall be deemed effective until amended, are annexed as Exhibit "F" to this Declaration and may be amended without formal amendment of the Bylaws or of this Declaration.

H. Parking Spaces. No parking space may be used for any purpose other than the parking of motor vehicles - including automobiles, vans and trucks - which are in operating condition. No motor vehicle may be repaired or in any way serviced upon any portion of the Condominium Property except as set forth in the Rules and Regulations. No parking space shall be used by any person other than an occupant of a Unit who is in actual residence or by a guest or visitor of an occupant of a Unit and by such guest or visitor only when such guest or visitor is in fact visiting and upon the Condominium Property. For further details on restrictions on parking spaces, refer to the initial Rules and Regulations which are annexed as Exhibit "F" to this Declaration.

I. Transients. No rooms, as distinguished from Units, may be rented, and no transient tenants may be accommodated.

J. Pets. No more than two (2) household pets are permitted per Unit. The following breeds of dogs are not permitted, Pit Bulls, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinchers, Chows, Great Danes, Saint Bernards, Akitas and Dalmatians. For further details on restrictions on pets, refer to the initial Rules and Regulations which are annexed as Exhibit "F" to this Declaration.

K. Amenities. The Association may, in its sole and absolute discretion, provide or engage a third party/concessionaire to provide additional amenities and services for the Unit Owners, their permitted tenants and invitees (for example, rental of jet skis, limousine service at a reduced cost, etc.).



In the event that such amenities or services are provided, rules and regulations regarding their use will be posted on site or available from the management office. Notwithstanding anything herein to the contrary, the Association may at any time, in its sole and absolute discretion and without the need to obtain consent from the Unit Owners, suspend, alter, change or otherwise discontinue providing any such amenity or service.

L. Other Occupancy Rules. Units and their occupants shall further be subject to such rules and regulations as may be adopted from time to time by the Board of Directors and not inconsistent with this Declaration or exhibits attached thereto. The initial Rules and Regulations, which shall be deemed effective until amended, are annexed as Exhibit "F" to this Declaration.

## ARTICLE 26 RIGHTS AND OBLIGATIONS

A. Unit Owners. The provisions of this Declaration, the Articles of Incorporation and the Bylaws, and the rights and obligations established thereby, shall be deemed to be covenants running with the land so long as the property remains subject to the provisions of the Condominium Act and shall inure to the benefit of and be binding upon each and all of the Unit Owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording of the acceptance of a deed conveying a Unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such Unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and the Bylaws.

B. Mortgagees. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit number, any such holder, insurer or guarantor shall be entitled to timely written notice of:

1. Any condemnation loss or any casualty loss affecting a material portion of the Condominium Property or any Unit on which its mortgage is held, insured, or guaranteed;
2. Any delinquency in payment of assessments or charges by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such person, which remains uncured for a period of sixty (60) days; or
3. Any lapse, cancellation or material modifications of any insurance policy or fidelity bond maintained by the Association.

## ARTICLE 27 SEVERABILITY

If any provision of this Declaration, the Articles of Incorporation or Bylaws shall be held invalid, it shall not affect the validity of the remainder of the Declaration, Articles and the Bylaws.

## ARTICLE 28 FORCE MAJEURE

In the event of any act of Force Majeure, the act of Force Majeure shall serve to extend performance by such party for a period of time equal to such prevention, delay or stoppage. As used in this Declaration, the term "Force Majeure" shall include, but not be limited to, the prevention, delay or stoppage encountered by either party hereto due to fire or other casualty, bad weather, inability to secure materials, strikes or labor disputes (over which said party has no direct or indirect bearing, in the resolution thereof, or if either party hereto does have said bearing, said dispute occurs despite either



party's attempt to resolve same via good faith bargaining) directly affecting the performance of the party's obligations under this Declaration, acts of God, acts of the public enemy, terrorism, or war, civil commotion, and/or governmental restrictions, regulations or controls affecting the party obligated to perform (or of its contractors or subcontractors).

**ARTICLE 29  
MULTI-CONDOMINIUM DEVELOPMENT**

As presently planned, Developer intends to develop a condominium (to wit: THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II) on the property adjacent to the Condominium. THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II is currently planned to have between two and six units so that the total number of Units of both Condominiums shall be between twelve and sixteen Units. The Common Elements of this Condominium and the common elements of the adjacent THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II, if developed, shall be for the common use and benefit of all Unit Owners, tenants, guests, and invitees in this Condominium and the unit owners, tenants, guests, and invitees in THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II. In this connection, Article 5 of this Declaration sets for the formula for determining the fractional or percentage shares of liability for the Association Expenses to be allocated to Units in the Condominium and in THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II, if developed. The unit owners in THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II shall have the right to use the recreational areas or other facilities and amenities that are Common Elements of the Condominium. The unit owners in this Condominium shall have the right to use the recreational areas or other facilities and amenities, if any, that are Common Elements of the THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II.

Nothing herein shall be deemed to be an obligation of the Developer to construct and develop THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II or to contribute the lands upon which THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II may be developed to the Association.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed as of this 11<sup>th</sup> day of April 2014.

THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC., a Florida limited liability company

James Saunders  
Name: Jim Saunders  
Patricia Saunders  
Name: PATRICIA SAUNDERS

By: David McGraw  
Name: DAVID MCGRAW  
Title: Pres STATE

OF Florida )  
COUNTY OF Monroe ) SS

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 2014, by David McGraw as President, of THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC., a Florida limited liability company, on behalf of the company.

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He/She is personally known to me or has produced \_\_\_\_\_ as identification.



*Deborah R Mounts*  
NOTARY PUBLIC, STATE OF FLORIDA  
County of MONROE

Seal

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Bk# 2894 Pg# 1328





**ARTICLES OF INCORPORATION  
OF  
THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC.  
(A Corporation Not-for-Profit)**

The undersigned Subscriber by these Articles associate themselves for the purpose of forming a corporation not-for-profit pursuant to Chapters 617 and 718 of the Florida Statutes and hereby adopt the following Articles of Incorporation:

**ARTICLE I - NAME AND PRINCIPAL  
PLACE OF BUSINESS OF THE CORPORATION**

The name of this corporation, hereinafter called the "Association", shall be THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Its principal office and place of business shall be at 2 Thurmond Street, Key Largo, FL 33037. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

**ARTICLE II - PURPOSE**

The purpose and objects of the Association shall be to administer, operate and manage THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM I, located in Monroe, Florida ("Condominium I") and THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM II ("Condominium II") (Condominium I and Condominium II are collectively referred to herein as the "Condominium or Condominiums"), a condominium project to be established in accordance with the Condominium Act of the State of Florida (the "Condominium Act") and to undertake the performance of the acts and duties incident to the administration, operation and management of the Condominiums in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and in the Declaration of Condominium for each of the Condominiums (each a "Declaration") which will be recorded in the Public Records of Monroe County, Florida, at the time the property referred to in the Declarations and the improvements now or hereafter situate thereon are submitted to a plan of condominium ownership, and to own, operate, lease, sell, trade and otherwise deal with such property,



whether real or personal, as may be necessary or convenient in the administration of the Condominiums. The Association shall be conducted as a not-for-profit organization for the benefit of its members.

### ARTICLE III - POWERS

The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act, now or hereafter in effect, and all power and duties reasonably necessary to administer, govern and maintain the Condominiums pursuant to each Declaration of Condominium as the same may be amended from time to time, including, but not limited to, the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominiums and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association and used to pay:

(i) the cost of operation, maintenance, preservation, enhancement or repair of the Condominiums property and other costs related thereto, and

(ii) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under each Declaration (all thereof, in the event that the Association undertakes no other activities); to the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the unit owners to be expended for the aforesaid purposes or, upon any termination of the Condominiums, the unexpended portion shall be added to the common surplus for disbursement to the unit owners.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate the common elements.



(d) To purchase insurance upon condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.

(e) To improve condominium property further and, after casualty, to reconstruct improvements.

(f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of units as may be provided by each Declaration and by the Bylaws of the Association.

(g) To enforce by legal means the provisions of the Condominium Act, each Declaration, these Articles, the Bylaws of the Association, and the regulations for the use of the property of the Condominiums.

(h) To contract for the management and maintenance of the property of each Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties in performing such functions as the submission of proposals, collection of assessments, preparation of records, management of rental, enforcement of rules and maintenance, repairs and replacement of common elements with funds as shall be available by the Association for such purposes. The Association and its officers, shall, however, retain at all times the powers and duties granted by the condominium documents of each Condominium and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominiums, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.

(k) To encumber, lease or grant other possessory or use interests or easements in any and all property which the Association may acquire or control, including but not limited to the common elements of the Condominiums and any recreational facilities.



(l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.

(m) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(n) To employ all personnel and engage such professional services as are reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(o) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not-for-profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(p) To enact rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owners by the Association not inconsistent with each Declaration.

(q) Operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

(r) Contract for services to provide for operation and maintenance of the surface water management system facilities if the association contemplates employing a maintenance company

**ARTICLE IV - QUALIFICATION OF  
MEMBERS AND THE MANNER OF THEIR ADMISSION**



1. The owners of all Condominium Units in each Condominium shall automatically and mandatorily become members of the Association, and no other persons or entities shall be entitled to membership, except as provided in paragraph 5 of this Article.

2. Membership in the Association shall be established by the acquisition of a fee title or fee ownership interest in a Condominium Unit in each Condominium, whether by conveyance, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to, or his entire fee ownership in, any Condominium Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two or more Condominium Units, so long as such party shall retain fee title to, or fee ownership interest in, any Condominium Unit.

3. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Condominium Unit. The funds and assets of the Association shall be subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Condominium Unit in each Condominium. The votes may be exercised or cast by the owner or owners of each Condominium Unit in such manner as may be provided in the Bylaws hereafter adopted by the Association. Should any member own more than one Condominium Unit, such member shall be entitled to exercise or cast one vote for each Condominium Unit he owns in the manner provided by the Bylaws.

5. Until such time as each Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall be comprised of the Subscribers to these Articles of Incorporation, and in the event of the resignation or termination of any Subscriber as a member of the Association, the remaining Subscribers may nominate and designate a successor member. Each of the Subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote. Upon submission of each Condominium to condominium ownership by recordation of the Declaration, the Subscribers' rights and interests as members of the Association shall automatically terminate; and the Condominium Unit owners within the Condominiums, which shall mean in the first



instance the Developer as the owner of all Condominium Units, shall be entitled to exercise all of the rights and privileges of membership in the Association.

6. The presence at a meeting, in person or by proxy, of persons entitled to cast 33 1/3% of the votes of the members shall constitute a quorum at a meeting of the members. If a quorum is present, the acts approved by a majority of those present at the meeting and entitled to vote on the subject matter shall constitute the acts of the member.

#### ARTICLE V - TERM OF EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and if not accepted, then the surface water management system facilities shall be conveyed to not-for-profit corporation similar to the Association.

#### ARTICLE VI - MANGEMENT OF THE ASSOCIATION AND BOARD OF DIRECTORS

1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) Directors.

2. The names and post office addresses of the first Board of Administration who, subject to the provisions of these Articles of Incorporation, the Bylaws and the laws of the State of Florida, shall hold office for the first year of the Association's existence or until their successors are elected and have qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
David McGraw	2 Thurmond Street, Key Largo, FL 33037



3. At the expiration of the term of such initial Director, his successor shall be elected by the members of the Association to serve for a term of one (1) year. A Director shall hold office until his successor has been elected and qualified. The voting interests of the Association may establish, by majority vote, two year alternating terms for members of the Board of Directors. By such vote the members shall also establish the method by which the alternating terms shall be initiated and further determine the number of members which the Board of Directors shall have.

4. Directors may be removed with or without cause, by a majority vote of the membership at any annual meeting or any special meeting duly called therefor with or without cause by the vote or agreement in writing by a majority of all the voting interests in the manner provided by Section 718.112(2)(j), Florida Statutes.

5. In the event of a vacancy on the Board by reason of death, resignation or otherwise, a majority of the Board is authorized to fill the vacancy until the next annual meeting. If after a written request of any member of the Association that the vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting. Subject to the provisions of 718.301, Florida Statutes, only the developer may vote to fill a vacancy on the Board previously occupied by a member elected or appointed by the developer. Only unit owners other than the developer may vote to fill a vacancy on the Board previously occupied by a member elected by unit owners other than the developer.

6. Annual meetings of the Board shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by the President, Secretary, or a majority of the Board upon written notice by personal delivery, overnight mail, or by United States mail to each Director sent at least two (2) days prior to the date of the meeting.

#### ARTICLE VII - OFFICERS

1. The affairs of the Association shall be managed by its Board of Directors, who may delegate certain or all such duties to the officers of the Association which officers shall include a President, a Vice President, a Secretary and a Treasurer, and such additional Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors may designate from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a



member of the Board of Directors. Any person may hold two offices, the duties of which are not incompatible. The Board of Directors or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominiums and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or the Board of Directors or an officer of the Association, as the case may be.

2. The officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

<u>NAME</u>	<u>OFFICE</u>
David McGraw	President
David McGraw	Vice President/Secretary
David McGraw	Vice President/Treasurer

3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of the majority of the members of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

#### ARTICLE VIII - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interest of the Developer of the Condominiums or the mortgagees of any property of each Condominium or unit without the written consent of the Developer or the mortgagee, respectively, to the extent such written consent may be required by the Developer or mortgagee. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.





### ARTICLE IX - AMENDMENTS TO THESE ARTICLES

1. Amendments to these Articles of Incorporation shall be proposed to the membership of the Association in writing. A two-thirds (2/3) affirmative vote of the total voting interests of the Association, in person or by proxy, shall be necessary to amend the Articles of Incorporation.

2. No amendment shall make any change in the qualifications for membership without approval in writing of all members and the joinder of all record holders of mortgages upon any property of each Condominium or upon property held by the Association. No amendment shall be made that is in conflict with the Condominium Act or each Declaration of the Condominiums governed by this Association.

### ARTICLE X - INDEMNIFICATION

Every member of the Board of Administration and every officer of the Association 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 proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a member of the Board of Administration or an officer of the Association, whether or not he is a member of the Board of Administration or an officer at the time such expenses are incurred, except in such cases wherein the member of the Board of Administration or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the member of the Board of Administration or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Administration approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such member of the Board of Administration or officer may be entitled.



Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association on behalf of the director, officer, employee or agent in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Administration in the specific case, upon receipt of an undertaking by or on behalf of said director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article.

#### ARTICLE XI - SEVERABILITY

Should any paragraph, sentence, phrase, or portion thereof, of any provision of these Articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining parts thereof or of the remaining instruments.

#### ARTICLE XII - REGISTERED AGENT

The initial registered office of this Corporation shall be at 2 Thurmond Street, Key Largo, FL 33037 and the initial registered agent at that address shall be David McGraw.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 11<sup>th</sup> day of April, 2014.

  
David McGraw, President



**CERTIFICATE OF REGISTERED AGENT**

**OF**

**THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC.**

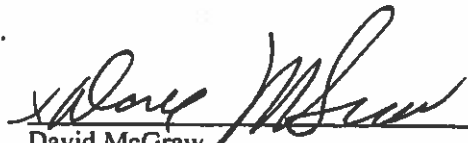
Pursuant to Fla. Stat. §607.0501 the following is submitted:

That THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, at Key Largo, County of Monroe, State of Florida, has named David McGraw, as its agent to accept service of process within this State.

**A C K N O W L E D G M E N T**

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, the undersigned hereby accepts to act in this capacity, and agrees to comply with the provision of said Act relative to the obligations of such registered agent, with which the undersigned acknowledges it is familiar.

Dated this 10<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
David McGraw



**BYLAWS  
OF  
THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC.  
(A Corporation Not-for-Profit)**

**ARTICLE I - GENERAL**

Section 1 - Name and Address. These are the Bylaws of THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. (the "Association"), a not-for-profit Florida corporation, organized pursuant to Chapters 617 and 718, Florida Statutes, for the purpose of administering THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM I and THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM II, each a condominium of lands lying and being situate in Monroe County, Florida (each a "Condominium").

Section 2 - Office. The office of the Association shall be at the premises of either condominium or at such other place in Key Largo, Florida as may be designated by the Board of Directors.

Section 3 - Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 4 - Definitions. The terms used in these Bylaws shall have the same definitions and meaning as those set forth in the Declaration of Condominium for each Condominium, unless otherwise indicated herein.

**ARTICLE II - MEMBERS**

Section 1 - Qualification. The members of the Association shall consist of all of the record owners of Condominium Units in each Condominium, including the Developer so long as it owns a Unit or Units. Each Condominium Unit shall be entitled to one vote.

Section 2 - Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Monroe County, Florida, a deed or other instrument establishing record title to a Condominium Unit in each Condominium and delivering to the Association a true copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. The Association may issue certificates of membership.

Section 3 - Voting Rights. The members of the Association shall be entitled to cast one vote for each Condominium Unit owned by them. The vote of a Unit shall not be divisible. The right to vote shall not be suspended, denied or otherwise impaired for nonpayment of common expenses or other fees owed to the Association.

Section 4 - Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Condominium Unit.



**ARTICLE III - MEETINGS**

**Section 1 - Meetings.** All annual and special meetings of the Association shall be held at such place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meeting.

**Section 2 - Annual Meetings.** Annual meetings of the members of the Association shall be held during the first 15 days of February of each year at a date, time and place fixed by the Board of Directors. Notice of the meeting, which shall include an agenda, shall be mailed to each member not less than fourteen (14) days prior thereto. In addition to such written notice, the Secretary shall conspicuously post notice of the annual meeting on the property of each Condominium at least fourteen (14) days prior thereto.

**Section 3 - Special Meetings.** Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or any Declaration of Condominium naming this Association as the association thereunder, may be called by the President, Secretary, or a majority of the Board of Directors.

**Section 4 - Special Meeting Business.** No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of persons present having two-thirds (2/3) of the votes. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or the Board of Directors, not less than fourteen (14) days before the date thereof, stating the date, time and place of the meeting and the purpose or purposes thereof. Notice deposited in the mail, postage prepaid, and addressed to the members' last known address according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice.

**Section 5 - Proof of Notice.** The officer of the Association giving notice shall provide an affidavit, to be included in the official records of the Association, affirming that a notice of the Association meeting was mailed or hand delivered to each owner at the last address furnished to the Association as required by these Bylaws.

**Section 6 - Quorum.** Persons entitled to at least thirty three and one third percent (33 1/3%) of the votes of the Association, in person or by proxy, shall constitute a quorum.

**Section 7 - Majority Vote.** When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act, each Declaration of Condominium, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case the express provision shall govern and control.

**Section 8 - Proxies.** In connection with any votes required by these bylaws, unit owners may vote in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it. A general power of attorney shall not be used as a proxy or for voting on behalf of a unit owner. Unit owners may use limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation. Limited



proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112 (2)(f)2 of the Florida Statutes; for votes taken to waive the financial reporting requirements of Section 718.111(13) of the Florida Statutes; for votes taken to amend the declaration pursuant to Section 718.110 of the Florida Statutes; for votes taken to amend the Articles of Incorporation or Bylaws pursuant to this Chapter 718 of the Florida Statutes; and for any other matter for which Chapter 718 of the Florida Statutes requires or permits a vote of the unit owners. No proxy, limited or general, shall be used in the election of board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, unit owners may vote in person at any unit owner meetings.

Section 9 - Voting Certificates. When a unit has more than one owner or is owned by a corporation, partnership or other artificial entity, the record owners of the unit shall designate in writing one owner, or in the case of a corporation or other entity an officer of the owner, who shall be authorized to vote and represent the unit. Any record owner of a unit shall be eligible to serve as an officer or director of the Association whether designated as the unit representative on the voting certificate or not.

Section 10 - Order of Business. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting. Notwithstanding the foregoing, the first order of business at all annual meetings shall be the collection of ballots not yet cast.

Section 11 - Minutes of Meeting. The minutes of all members meetings shall be reduced to writing within 30 days after the date the meeting is held and shall be kept in a book available for inspection by members or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

#### ARTICLE IV - BOARD OF DIRECTORS

Section 1 - Number and Term. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) Directors. The number of the Directors may be determined from time to time by the members of the Association. Except for Directors elected by THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC., a Florida limited liability company (the "Developer"), each Director shall be a Member of the Association.

Section 2 - Election of Directors. The Board of Directors named in the Articles of Incorporation of the Association shall serve until their successors are duly elected and qualified. Subject to the rights of the Developer set forth herein, the Board of Directors shall be elected at the annual meeting of Association members. There shall be no cumulative voting for Directors. The person receiving the most votes from the Members at the Annual Meeting of the Members held for the purpose of electing members to the Board of Directors shall fill the remaining positions on the Board of Directors.

Section 3 - Removal of Directors and Vacancies. The provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 4 - Appointment by Developer. So long as the Developer owns any Unit, the Developer shall have the right to elect the entire Board of Directors except as hereafter limited:



(a) When Unit owners other than the Developer own fifteen percent (15%) of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors of the Association.

(b) Unit Owners other than the Developer shall be entitled to elect a majority of the members of the Board of Directors on the earliest of the following: (i) three (3) years after fifty percent (50%) of the Units to be ultimately operated by the Association have been conveyed by the Developer to Purchasers or (ii) three (3) months after ninety percent (90%) of the Units to be ultimately operated by the Association have been conveyed by the Developer to Purchasers, or (iii) when all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, or (iv) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur, or (v) seven years after the recordation of the first Declaration of Condominium to be recorded.

(c) The Developer shall be entitled to elect not less than one (1) member of the Board of Directors so long as the Developer holds for sale in the ordinary course of business at least 5 percent of the total Units that will be operated ultimately by the Association.

Within seventy-five (75) days after Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association the Association shall call and give not less than sixty (60) days notice of a meeting of the Unit Owners for this purpose. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Section 5 - Annual Meeting. The annual meeting of the Board shall be held immediately following the annual meeting of the members and at the same place.

Section 6 - Regular Meetings. Regular meetings of the Board may be held at such time and place permitted by law and from time to time as may be determined by the Directors, and special meetings may be called by the President or a majority of the Board. Notice of regular and special meetings of the Board shall be given to each Director by hand delivery, overnight mail, or by United States mail sent at least three (3) days prior to the meeting. Members may waive notice by written consent. The Board may, by resolution duly adopted, establish regular monthly, quarterly, or semiannual meetings. All meetings of the Board shall be open to the members of the Association, who shall be given conspicuously posted notice forty-eight (48) continuous hours thereof except in an emergency.

Section 7 - Quorum. At all meetings of the Board, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. By waiving notice or otherwise consenting to or taking action in writing, the Board may cause such action to be taken without a formal meeting in cases of emergency; provided, however, that such waiver and consent shall be by not less than two-thirds (2/3) of all members of the Board.

Section 8 - Order of Business. The order of business of all meetings of the Board shall be as prescribed in an agenda furnished each member of the Board by the President, Secretary or other officer.

Section 9 - Powers and Duties. The Board shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board may do or cause to be done all other lawful acts and things that are not by law, each Declaration of Condominium, these Bylaws or the Articles of



Incorporation or otherwise, directed or required to be done or exercised by the members of the Association.

Section 10 - Limited Power to Convey Common Elements. The Board of Directors, on behalf of the Association, shall have the limited power to convey a portion or portions of the common elements to a condemning authority for purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 11 - Recall. Any member of the Board may be recalled at any time, with or without cause, by the members of the Association in the manner provided by the Condominium Act.

#### ARTICLE V - OFFICERS

Section 1 - Officers. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

Section 2 - President. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and the Board of Directors. The President shall have the general powers and duties usually vested in the office of President, including, but not limited to, the power to appoint committees from among the members or Directors from time to time as deemed appropriate to assist in the conduct of the affairs of the Association. The President shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 3 - Vice-President. The Vice-President or Vice-Presidents shall be vested with all of the powers required to perform all the duties of the President in the President's absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the Board of Directors may prescribe the order in which the Vice-Presidents shall assume control in the absence of the President.

Section 4 - Secretary. The Secretary shall keep, or cause to be kept, the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. The Secretary shall keep, or cause to be kept, the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 5 - Treasurer. The Treasurer shall have responsibility for all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep, or cause to be kept, the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of Treasurer.

Section 6 - Other Officers. The Board of Directors may create and appoint such other and additional officers as they shall, from time to time, deem necessary and appropriate to assist with the affairs of the Association.





Section 7 - Removal of Officers. Any officer may be removed at any time, with or without cause, upon a favorable vote of a majority of the full Board of Directors.

#### ARTICLES VI - POWERS

All of the powers and duties of the Association as a corporation not-for-profit under Chapter 617, Florida Statutes and as a Condominium Association under the Condominium Act, Declaration of Condominium, the Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents or contractors, subject only to approval by Association members only when such approval is specifically required.

#### ARTICLE VII - AUTHORITY OF DIRECTORS

Section 1 - Rules and Regulations. The Board of Directors is authorized to adopt or to amend rules and regulations and statements of policy, not inconsistent with each Declaration of Condominium and the Articles of Incorporation of THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC., governing the manner of use of the units and appurtenances, the common elements, and all the facilities owned or controlled by the Association.

Section 2 - Inspection of Records. The Association shall maintain accounting records, current copies of each Declaration of Condominium, the Articles of Incorporation, Bylaws, rules and regulations, and other documents, books, records and financial information for each Condominium. All accounting records shall be maintained in accordance with good accounting practices. All such records and documents shall be open to inspection by unit owners or their authorized representatives or by the holders, insurers or guarantors of any first mortgage at all reasonable times.

Section 3 - Audited Financial Statement. The Board of Directors, upon request of the holders of fifty-one percent (51%) or more of first mortgages, shall provide an audited financial statement to said mortgagees. The expense for said statement shall be borne by the said mortgagees and shall be furnished by the Board of Directors within a reasonable time following such request.

#### ARTICLE VIII - FISCAL MANAGEMENT AND ANNUAL BUDGET

The provisions for fiscal management of the Association set forth in each Declaration of Condominium shall be supplemented by the following provisions:

Section 1 - Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expenses. Current expenses shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year or to fund reserves.

(b) Reserve for Capital Expenditures and Deferred Maintenance. Reserves for capital expenditures and deferred maintenance shall include funds for repair or replacement required because of damage, depreciation, or obsolescence and for maintenance items that occur less frequently than annually. These accounts shall include, but not be limited to, roof replacement, building painting,



and pavement resurfacing. 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 of each reserve item.

**Section 2 - Annual Budget.** The Board of Directors shall adopt a detailed budget for each calendar year which shall show the amounts budgeted by accounts and expense classifications and which shall include the estimated funds for the foregoing reserves; provided, however, reserves shall not be required if a majority of the Members of the Association present at a duly called meeting of members, determine for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. A copy of the proposed budget shall be mailed to the Members not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting, which shall state that such meeting shall be open to all Unit Owners.

If a budget is adopted by the Board of Directors which requires assessments against the Unit Owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, the Board of Directors shall conduct a special meeting of the unit owners to consider a substitute budget if the Board of Directors receives, within 21 days after adoption of the budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within 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. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for the repair or replacement of the Condominium Property of each Condominium, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property of each Condominium shall be excluded from the computation. So long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of a majority of the Members.

**Section 3 - Assessments.**

(a) **Annual Assessments.** Assessments against the Condominium Unit Owners of each Condominium for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in 12 equal monthly payments, one of which shall come due on the first day of each month of 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 monthly payments thereon shall be due upon the first day of each month until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due on the first day of the month next succeeding the month in which such amended assessment is made or as otherwise provided by the Board of Directors. Until the first annual assessment shall be determined by the Board of Directors of the Association, assessments shall be as set forth in the estimated operating budget attached to each Declaration.



(b) **Special Assessments.** Special assessments shall be due only after thirty (30) days notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of assessment.

(c) **Acceleration of Assessment Installments Upon Default.** If a Unit Owner shall be in default in the payment of an installment upon an assessment, and a claim of lien has been signed and acknowledged by an officer of an agent of the Association and duly recorded by the Association, then the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Unit Owner, and the then unpaid balance of the assessment, together with any assessment that may accrue, plus interest, costs, and a reasonable attorney's fee for the enforcement and collection thereof shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail or certificate of mailing, whichever shall first occur. Assessments, including any accelerated payment of Common Expenses levied by the Association against a Unit for nonpayment, or a late payment of assessments for Common Expenses, shall be levied against a Unit not less frequently than quarterly.

**Section 4 - Accounting Records For Each Unit.** The Association shall maintain accounting for each Unit which records shall include but not be limited to the record of all receipt and expenditures and an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account and the balance due.

**Section 5 - Financial Reports.** Within sixty (60) days after the end of the fiscal year the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amounts of the receipts by accounts and receipts classifications and shall show the amounts of expenses by accounts and expense classifications.

Regardless of whether the reserves have been waived for the period covered by the financial report (the "Reporting Period"), the report shall (i) identify each reserve account and each such account shall appear as a line item; (ii) state, as to each reserve account, the beginning balance and the amount of assessments collected and placed in that account during the Reporting Period; (iii) state, as to each reserve account, the amount expended or removed from the account, including, without limitation, transfers to other Association accounts and (iv) set forth, as to each reserve account, the balance in that account as of the end of the Reporting Period.

The financial report shall also detail the sources of income for the Association, identifying the amount of income received from the Developer, the amount received on account of assessments levied against Unit Owners other than the Developer and the amount received from other sources.

**Section 6 - Depository.** The depository of the Association will be such banks and/or savings and loan associations as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

**Section 7 - Fidelity Bonds.** Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by



the Directors provided that the amount of such bonds shall not be less than the maximum funds that will be in the custody of the Association or any person handling Association funds at any one time. The premiums on such bonds shall be paid by the Association.

**Section 8 - Initial Working Capital Contributions.** The initial working capital contributions, if any, made to the Association by the Developer's immediate grantees, may be used by the Association for any of its purposes, including current expenses, and the same need not be segregated or reserved. Provided however, during the period that the Developer guarantees to unit owners that their assessments will not increase, Initial Working Capital Contributions may not be used for operating expenses.

**Section 9 - Commencement of Assessments.** The initial Board of Directors shall have the absolute discretion to commence assessments as of a time determined by them.

**Section 10 - Association Common Expenses.** In addition to the separate expenses of each Condominium, the Association itself will have Common Expenses applicable to both Condominium which it will operate, including administrative costs and costs of maintaining and operating property owned by the Association ("Association Expenses"). Association Expenses shall be apportioned among all the Units shall be divided evenly among the Units. For example, if THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM I has ten units and THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM II, if developed, has 6 units, each Unit shall pay 1/16<sup>th</sup> of the Association Expenses. Until THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM II is created, the Unit Owners of THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM I shall each pay 1/10<sup>th</sup> of the Association Expenses.

#### **ARTICLE IX - ARBITRATION**

In the event of any internal dispute arising from the operation of either Condominium among a unit owner, the Association, or their agents or assigns, the parties to such internal dispute may agree to submit said dispute to mandatory non-binding arbitration in accordance with the procedures established by the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation.

#### **ARTICLE X - ASSOCIATION SEAL**

The seal of the Association shall have inscribed thereon the name of the corporation, the year of its organization, and the words "nonprofit" or "not-for-profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

#### **ARTICLE XI - LIABILITY IN EXCESS OF INSURANCE COVERAGE**

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

#### **ARTICLE XII - ROSTER OF UNIT OWNERS AND MORTGAGEES**

Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information in a booklet entitled "Owners of Units".



A Unit Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee and shall file a copy of the note and mortgage with the Association. A Unit Owner who satisfies a mortgage covering a Unit shall also notify the Association thereof and shall file a copy of the satisfaction of mortgage with the Association. The Association shall maintain such information in a booklet entitled "Mortgagees of Units".

#### ARTICLE XIII - LEASE OF UNITS

Each Unit Owner who leases his Unit, whether or not the approval of the Association is required with respect to such lease, shall provide the Association with such information as the Association may reasonably require with respect to his lessee and shall include in the lease as a condition and term of such lease the agreement of lessee to abide by the provisions of each Declaration of Condominium, these Bylaws and the Rules and Regulations, as well as any other instrument which may be binding upon Unit Owner.

#### ARTICLE XIV - CERTIFICATES OF COMPLIANCE

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the association's board as evidence of compliance of the condominium units to the applicable fire and life safety code.

#### ARTICLE XV - CONSTRUCTION

Whenever the masculine singular form of pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

#### ARTICLE XVI - CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

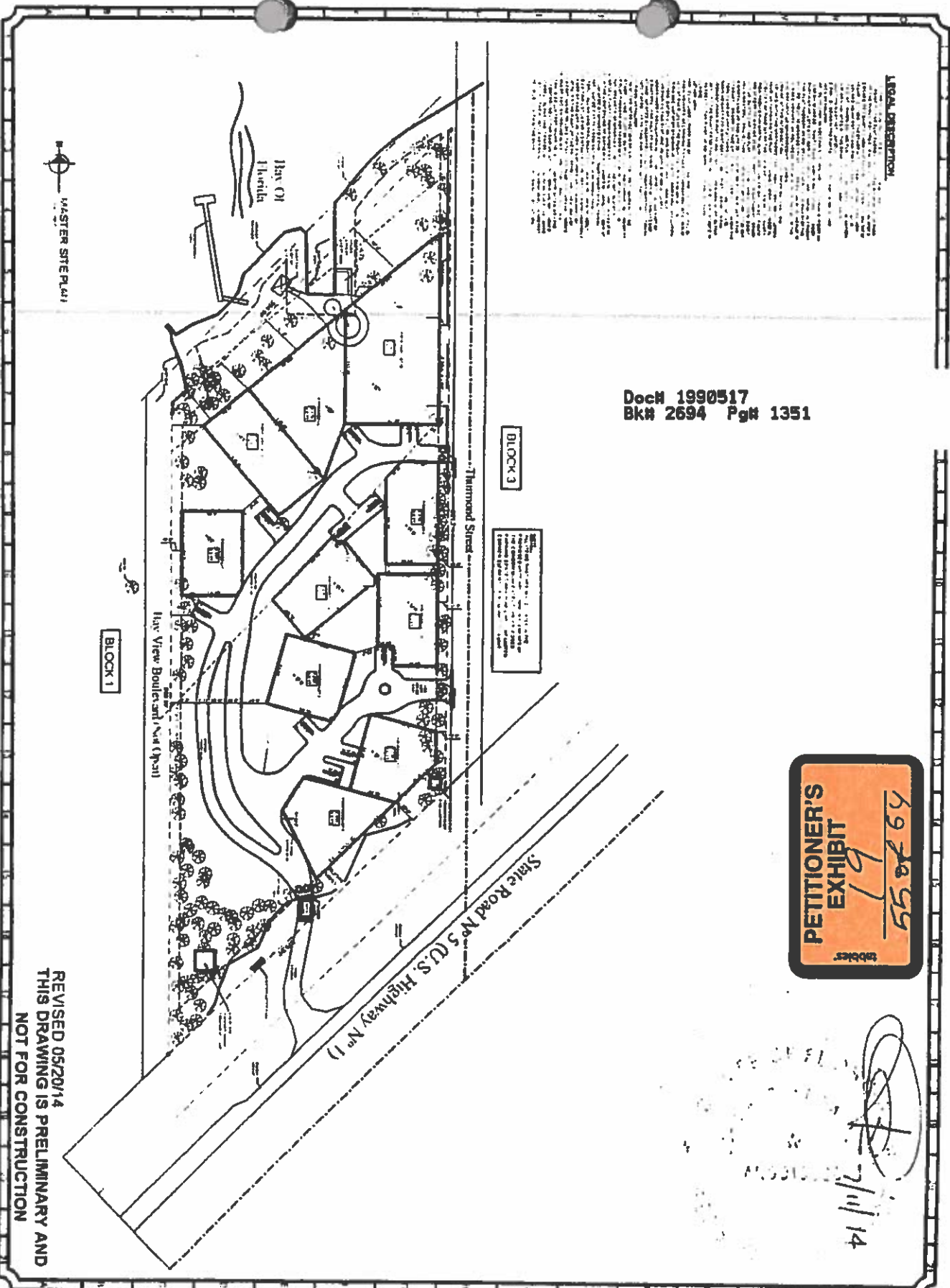
#### ARTICLE XVII - AMENDMENT

Amendments to the Bylaws shall be proposed to the membership of the Association in writing. An affirmative vote, either in person or by proxy, of two-thirds (2/3) of the entire membership shall be necessary to amend the Bylaws.

#### ARTICLE XVIII - SEVERABILITY

If any paragraph, sentence, clause or portion thereof or any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof. The foregoing were adopted as the Bylaws of THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Board of Directors.





**LEGAL DESCRIPTION**  
 [Detailed legal description text, partially illegible]

Doc# 1990517  
 BK# 2694 Pgn 1351

BLOCK 3

THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION  
 1000 THURMOND STREET, SUITE 100  
 KEY LARGO, FLORIDA 33134  
 (305) 881-1111

BLOCK 1

**PETITIONER'S EXHIBIT**  
 59 28 55  
 67  
 55 of 55  
 Exhibits

REVISED 05/20/14  
 THIS DRAWING IS PRELIMINARY AND  
 NOT FOR CONSTRUCTION

*[Handwritten signature]*  
 7/11/14

**MASTER SITE PLAN**

**SP-1**

DATE	DESCRIPTION	BY	APP'D



**THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION**

MILE MARKER 00, KEY LARGO, FLORIDA

1000 THURMOND STREET, SUITE 100  
 KEY LARGO, FLORIDA 33134  
 (305) 881-1111

**ARTICLE XIX - THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC.  
CONDOMINIUM II**

Nothing herein shall be deemed to be an obligation of the Developer to construct and develop THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. Condominium II or to contribute the lands upon which THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM II may be developed to the Association. Should the Developer, in its sole and absolute discretion, elect to not develop the THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM II, the Association will operate the THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM I exclusively.

  
Secretary - David McGraw

Doc# 1990517  
Bkn 2694 Pgn 1350



EXHIBIT A  
LEGAL DESCRIPTION

Doc# 1990517  
Bk# 2694 Pg# 1352

Lots 17 through 29, inclusive, Block 2, EL DORADO HEIGHTS, according to the Plat thereof, recorded in Plat Book 1 at Page 203 of the Public Records of Monroe County, Florida, vacated by the Board of County Commissioners Resolution No. 17-1968, dated February 27, 1968. Together with the East one-half of Bay View Boulevard adjacent to and parallel with Lots 20 through 29, Block 2, as shown on said plat of EL DORADO HEIGHTS, said Bay View Boulevard vacated by the Board of County Commissioners Resolution No. 87-1973, dated July 17, 1973.

Said parcel being more particularly described by metes and bounds as follows:

A parcel of land in Section 32, Township 61 South, Range 39 East on Key Largo, Monroe County, Florida and being further described as portions of Lots 9, 11 and 15 of MODEL LAND COMPANY, according to the plat thereof as recorded in Plat Book 1 at Page 58 of the public records of Monroe County, Florida as shown on the Plat of EL DORADO HEIGHTS, as recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida;

Beginning at the intersection of the centerline of Bay View Boulevard with the Northwesterly right of way line of Florida Avenue, as shown on the plat of EL DORADO HEIGHTS, recorded in Plat Book 1 at Page 203 of the Public Records of Monroe County, Florida; thence run North, along said centerline for a distance of 588.35 feet to a point 25.00 feet West of the Northwest corner of Lot 29, Block 2 of said plat of EL DORADO HEIGHTS; thence East, along a Westerly projection of the North line of said Lot 29, and the North line of said Lot 29 for a distance of 150.05 feet to the Northeast corner of said Lot 29, Block 2; thence South, along the Easterly line of Lots 21 through 29, Block 2 of said plat of EL DORADO HEIGHTS for a distance of 440.32 feet to a point on the aforementioned Northwesterly right of way line of Florida Avenue; thence run Southwesterly along said Northwesterly right of way line of Florida Avenue, deflecting 45°20'11" to the right from the previous course, for a distance of 210.59 feet to the POINT OF BEGINNING of the parcel herein described.

Together with:

A parcel of land comprised of Lot 1 and part of Lot 2, Block 2, El Dorado Heights, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida and vacated by Monroe County Commissioner's Resolution No. 17-1968, dated 2-27-68, and part of a 20 foot wide alley, according to said plat and vacated by Monroe County Commissioner's Resolution No. 28-1967, dated 5-23-67, and part of the easterly one-half of Bay View Boulevard according to said plat and vacated by Monroe County Commissioner's Resolution No. 87-1973, dated 7-17-73, said parcel being more particularly described as follows:  
Begin at the intersection of a westerly prolongation of the northerly line of Lot 29, Block 2, El Dorado Heights, according to the plat thereof recorded in Plat Book 1 at Page 203 of the public records of Monroe County, Florida, and vacated by Monroe County Commissioner's Resolution No. 17-1968, dated 2-27-68, with the centerline of Bay View Boulevard according to said plat, and vacated by Monroe County Commissioner's Resolution No. 87-1973, dated 7-17-73; from said Point of Beginning, thence easterly, along said prolongation of and along the northerly line of said Lot 29 for a distance of 150 feet to the northeasterly corner of said Lot 29; thence NW'y on an angle of 79°45'50" to the right of the preceding course, a distance of 234.4 feet, more or less, to the shoreline of Florida Bay; thence meander said shoreline in a southwesterly direction for a distance of 228 feet, more or less, to an intersection with the said centerline of the said vacated Bay View Boulevard; thence southerly along said centerline for a distance of 62 feet, more or less, to the Point of Beginning. Containing 99952 square feet, more or less, within the bounds of the combined descriptions.





**RULES AND REGULATIONS Doc# 1990517  
Bk# 2694 Pg# 1353**

**OF**

**THURMOND STREET PARTNERS , CONDOMINIUM ASSOCIATION, INC. Condominium I**

1. Streets, sidewalks, and other common areas shall not be obstructed in any way or used for any purpose except as access to and from Units. Storage of any items in these areas are a potential fire or building code violation and is not permitted.

2. Nothing other than patio-type furniture and plants may be kept on patios, balconies, atriiums, terraces and roof decks.

3. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors or balconies, terraces, roof decks, patios or the like.

4. If Unit Owners, tenants, guests, or invitees leave any items in the streets, sidewalks, or other common areas, the Association may remove the same and discard or store them at the Unit Owner's expense. Repeated or serious violations may result in a fine.

5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on the outside of a Condominium Unit or on any part of the Common Elements without prior written consent of the Association. Additionally, no awning, canopy, screens, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building unless approved by the Association. Notwithstanding the foregoing, the Developer, in the ordinary course of business, may place signs or other displays or advertising on any part of the Common Elements.

6. Neither the exterior of the Condominium Units, including all appurtenances, nor any part of the Common Elements shall be painted, decorated or modified by any Condominium Unit Owner or resident without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

7. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, balconies or windows of the Condominium Unit, nor shall such Unit Owner screen or otherwise enclose his connecting patio balcony, atrium, terrace or roof deck without the consent of the Association. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. No satellite dishes (greater than one meter in diameter) or antennas may be placed in a manner as to be seen from the exterior of building.

8. No Unit Owner may install or permit to be installed any window air conditioning unit in his Unit or in the Common Elements.

9. No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. Citizens band and ham radio installations are strictly prohibited. Unit owners may only install a satellite dish (no greater than one meter in diameter). The occupant is liable for the safety of the satellite dish.



10. Storage of any personal property in any area except your Unit is prohibited. Any personal property left in parking areas, on walkways, streets, sidewalks, or any area of the property not expressly designated for storage will be removed and discarded. Further, the owner/management assumes no responsibility or liability for items stored.

11. Bicycles must be stored inside the Unit not left in walkways, patios, lawns, sidewalks or in the street. The Association may, but is not obligated to, provide bicycle storage in designated areas. Skateboarding through the property is prohibited.

12. No door-to-door soliciting, including soliciting by Unit Owners, tenants, guests, or invitees is permitted within the Condominium. Unit Owners must notify the Association immediately if they see anyone soliciting door-to-door within the Condominium.

13. All Unit Owners, tenants, guests or invitees must observe the following rules between 10:00 p.m. and 9:00 a.m.:

- a. Unit Owners, tenants, guests and invitees shall not make or permit any disturbing noises, which, at the sole discretion of the Association, unreasonably interfere with the rights, comforts, or convenience of other Unit Owners
- b. Unit Owners, tenants, guests and invitees shall keep the volume of any radio, television, stereo, or musical instrument in their units sufficiently low at all times so as not to disturb other Unit Owners. The volume of noise that constitutes a violation of this rule shall be left at the sole discretion of the Association.
- c. Any violation of these noise rules and other Resident's right of quiet enjoyment, including repeated minor violations of these rules, is a direct violation and may result in a fine.

14. There shall not be kept in any Condominium Unit or in any storage facility any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use. The Association will not be responsible for loss of or damage to any property in the storage rooms.

15. Pets are allowed in the Condominium; provided, however, that it is clearly understood that the keeping of a pet at the Condominium is a conditional license subject to revocation. Lessees, tenants or guests are permitted to keep pets only in accordance with these rules. The maintaining of a pet in the Condominium is subject to the following standards and guidelines:

- a. There shall be no more than two (2) household pets per unit. Pets must be registered with the Association.
- b. The following breeds of dogs are not permitted: Pit Bulls, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinchers, Chows, Great Danes, Saint Bernards, Akitas and Dalmatians.
- c. Pets shall not in any way disturb any other Condominium Unit Owners and shall be kept on leashes of no more than six (6) feet long at all times or hand carried through the



Common Elements of the Condominium Property. Pets must be with their owners at all times.

- d. Pets are not allowed in the clubhouse or other recreational areas.
- e. There shall be no breeding or maintenance of household pets for commercial purposes.
- f. Fish or caged domestic (household-type) birds may be kept in Units subject to these Rules and Regulations. No reptiles or wildlife may be kept in or about the Condominium Property.
- g. No pet shall be allowed on a balcony or terrace of a Unit when the Unit is not occupied unless the patio area is fenced so that the pet may not leave the Unit grounds.
- h. All pet owners are required to pick up after their pets. Failure to clean up after your pet may result in a \$25.00 clean up fee.

16. If a Unit Owner finds it necessary to have authorized personnel unlock apartments after hours, they will be charged a fee of \$25.00, payable in check form at the time of entry. If the Unit Owners change or add locks on their Unit, they must give the Association a copy of the key(s). The Unit Owner may also request that the Association, for a fee, change or add locks on their Unit in which event the Association will retain a copy of the key(s).

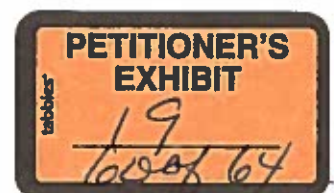
17. If a Unit Owner loses the electronic opener for any security gate or security system, they will be charge a fee of \$50.00 to replace the same.

18. All motor vehicles – which includes automobiles, vans and trucks - are to be properly aligned in parking areas. This includes cars and vans. Unless otherwise authorized by the Association, Boat, Jet Ski, motorcycle and trailer parking is not available on the property. Commercial motor vehicles and commercial trucks may not be parked on the property. Campers, recreational vehicles, or motorhomes may not be parked on the property. Violators will be stickered and towed away and resident (s) will pay all fees incurred.

19. Repair and washing of motor vehicles is prohibited on the property. If it becomes evident that your car is leaking oil on our asphalt parking area, you will be asked to remove it as it is damaging the integrity of the space and creating an unsightly appearance within our community. You may also be assessed a fee for the cleanup of the oil leak.

20. Parking on the grass and curb areas is not permitted. Violators will be stickered and/or towed at the expense of the violator and an additional charge of \$ 100.00 will be assessed to the violator.

21. All motor vehicles parked on the premises must be operable and have valid current license plates. "Operable" means the vehicle must have air in the tires, have all major components intact, including windows and windshields, and be reasonably clean. Motor vehicles may not be used to store bulky personal items on a permanent basis. The determination of whether a vehicle is inoperable shall be within the discretion of management, however a motor vehicle will be automatically deemed to be inoperable if it is not "street legal."



22. The association owner/management assumes no liability or responsibility for loss, damage or claims of any nature for any motor vehicle or personal property parked or stored by Unit Owners, their family members and guests.

23. All motor vehicles of any type must be registered with management including information on: make, model, year, tag number, and description.

24. Employees of the Association are not to be sent out of the building by Unit Owners for personal errands. The Board of Administration and/or its management agent shall be solely responsible for supervising employees of this Association.

25. The personal property of Unit Owners must be stored either in their respective Units, or (if applicable) assigned storage areas.

26. No Unit Owner shall make or permit any disruptive noises or noxious fumes in or about the Units and the Condominium Property, or permit any conduct by any persons that will interfere with the rights, comforts, or conveniences of other Unit Owners.

27. A Unit Owner who plans to be absent during the hurricane season, must prepare his Unit prior to his departure by:

- a. Removing all furniture, plants and other objects from his patio, terrace, atrium, roof deck or balcony; and
- b. Designating a responsible firm or individual if other than the Association, to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the names of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

28. Unit Owners may rent their unit on a nightly, weekly, monthly, or yearly basis, but must provide the management with the contact information for the tenant. All rentals will be subject to the rules and regulation of the Condominium Association.

29. Before a Unit is to be occupied by guests in the absence of the Unit Owner, a written guest identification notice listing names and length of stay must be furnished to the Manager.

30. No Unit Owner or Occupant may alter, change or remove any furniture, furnishings or equipment in the Common Elements.

31. A Unit Owner shall be liable for the expense of any maintenance, repair, replacement or damage to the Common Elements rendered necessary by his or her acts or by those of any member of such Unit Owner's family or the guests, employees, agents or lessees of the Unit Owner or his family.

32. A Unit Owner seeking to make an alteration, addition or improvement to his Unit shall submit the plans and specifications for same to the Board of Directors whether or not the approval of the Board is required under the terms of the Declaration of Condominium or the Bylaws of the Association. Other than the Developer and as otherwise provided herein, Owners may not do any construction or renovation without the written approval of the Association. The Association may reasonably restrict the time and manner of construction, except as it relates to the Developer. Other than the Developer, Unit



Owners must provide the Association with a \$500.00 security deposit prior to commencing construction or renovation. The owners must provide the Association with copies of proper permits, licenses, and insurance certificates before commencing with construction or renovations and must use only properly licensed workers.

33. A Unit Owner who causes damage to another Unit or to Common Elements as a result of his making an alteration, addition or improvement to his Unit shall be liable for damages to the Owner of such other Unit or to the Association as the case may be.

34. A Unit Owner is responsible for repairing plumbing problems, i.e. clogged drains, within their Units.

35. Park only in spaces marked for residents of the Condominium. Advise guests and visitors to avoid reserved spaces, even for a few minutes, and to park in guest spaces. The Association reserves the right to tow any and all improperly parked vehicles. All costs associated with towing such vehicle will be paid by the owner of the towed vehicle.

36. The speed limit throughout the property is 10 miles per hour.

37. Unit Owners must make all minor repairs as needed and comply with the following maintenance requirements:

a. General Maintenance

- i. Regularly inspect bathroom fixtures to make certain that they are all properly sealed with bathroom grout in order to prevent damage to the walls, floors and ceilings of units on the lower floors.
- ii. Regularly inspect walls and ceilings to check for stains caused by water, filtration or humidity.
- iii. If you experience problems with your circuit breakers contact a licensed electrician.
- iv. If you feel a slight electric shock when touching and electrical appliance, unplug and repair the appliance.
- v. If your lights flash on and off or fluctuate in strength, contact a licensed electrician.

b. Plumbing Maintenance

- i. Regularly check the faucets and water valves for leaks.
- ii. Regularly make certain that there are no water leaks in the tub or sinks.
- iii. Clean any sediments which have collected in the water heater monthly or as recommended in the water heater's manual.



c. Air Conditioner and Heating Unit Maintenance

- i. Regularly change and/or clean the filters on the air conditioner and heating unit.
- ii. Service the units annually or as recommended in the unit's manual.
- iii. Maintain the thermostat at 78 degrees or cooler to minimize the likelihood of any mold developing in the Unit.

38. Recreation facilities may be reserved for private parties only through the Association. All reservations shall be on a first come, first served basis and all functions must conclude by 11:00 p.m.

39. Additional rules regarding recreational facilities and special amenities, if any, offered in the condominium will be posted on site or available at the management office.

40. Unless authorized by the Association, no Unit Owner may move into a Unit except on Monday through Friday from 9:00 a.m. to 7:00 p.m. and on Saturdays from 10:00 a.m. to 8:00 p.m. No moving vans larger than fifty (50) feet are permitted on the property.

41. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted or amended, and the provisions of the Declaration, By-Laws and Articles of Incorporation or the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-laws, provided the following procedures are adhered to:

- a. Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed.
- b. Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee or other Unit owners, shall hear reasons why penalties should not be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
- c. Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- d. Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- e. Payment of Fines: Fines shall be paid not later than fifteen (15) days after notice of the imposition thereof.



- f. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- g. Non-exclusive Remedy: The fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover bylaw from such Owner or occupant.

42. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of conflict or a doubt as to whether a specific practice activity is not permitted. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor the Units owned by the Developer. All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

In the event of conflict between the provisions of these Rules and Regulations and the Bylaws of the Association or the Declaration of Condominium, the Bylaws shall supersede the Rules and Regulations and the Declaration of Condominium shall supersede both.

MONROE COUNTY  
OFFICIAL RECORDS



County of Monroe  
Growth Management Division

Code Compliance Department  
2798 Overseas Highway  
Marathon, Florida 33050  
Voice: (305) 289-2810  
FAX: (305) 289-2858



Board of County Commissioners  
Mayor Sylvia Murphy, Dist. 5  
Mayor Pro Tem Danny L. Kolhage, Dist. 1  
Heather Carruthers, Dist. 3  
David Rice, Dist. 4  
George Neugent, Dist. 2

*We strive to be caring, professional, and fair.*

THURMOND STREET PARTNERS LLC  
ATTN: David McGraw  
2 Thurmond Street  
Key Largo, FL 33037

RE#00088160-000100

2 Thurmond St., Key Largo, Florida

Case#: CE14030127

Date: 10/20/2014

COURTESY LETTER FOR EXPIRED VACATION RENTAL USE PERMIT  
OR A VACATION RENTAL USE PERMIT REQUIRED

To whom it may concern:

A recent check of our records or information obtained by this office for the above mentioned property indicate that the Vacation Rental permit on file has expired or the property is currently being used or advertised without the required vacation rental permit. If the property in question is being used as a short term rental a permit will be required to continue this use.

This letter is intended to seek your cooperation in bringing your property into compliance without further code enforcement action.

If an application is not received within 30 days of receipt of this courtesy letter, a Notice of Violation/ Notice of Hearing will be sent to the property owner.

If the property is no longer being used for short term rentals or the use of this property is not as stated, please contact our office so that our records can be updated. If you are currently using the property as a short term rental and need to renew or obtain a current rental permit, I will be happy to assist you in the permit process.

Please feel free to contact me at (305) 289-2563 or Planning Department 305-289-2500.

Sincerely,  
*Teri Rumberger*  
Teri Rumberger  
Cc: file

Cert. # 7013 1710 0000 2973 1640





**All of the following must be submitted in order to have a complete application submittal:**

- Complete vacation rental application** (unaltered and unbound)
- Correct fee** (check or money order to Monroe County Planning & Environmental Resources)
- Current Property Record Card(s) from the Monroe County Property Appraiser**
- Proof of ownership** (i.e. Warranty Deed)
- Photograph of dwelling unit from adjacent roadway**
- Floor plan of dwelling unit** (showing square footage, building layout and types of rooms)
- Site Plan** (including all property lines, structures, drives and parking spaces)
- Current and valid Monroe County Business Tax**
- Current and valid Florida Department of Revenue Certificate of Registration** (issued pursuant to Chapter 212, Florida Statutes)
- Current and valid Florida Department of Business and Professional Regulation license** (issued pursuant to Chapter 509, Florida Statutes)
- Current and valid federal tax identification number** (or social security number if the applicant has no federal tax identification number)
- Approved Florida Department of Health or Florida Department of Environmental Protection inspection or certification of the adequacy of the sewage disposal system for use as a vacation rental**
- Current and valid Special Vacation Rental Manager License** (or copy of application for license)
- Copy of completed "Tenants Agreement"** (please see attachment)
- Copy of completed "Notice of Vacation Rental Use"** (please see attachment)
- Proof that the completed "Notice of Vacation Rental Use" and "Tenants Agreement" were sent by certified return mail to all property owners located within 300 feet of the property on which the dwelling unit is situated, not less than 30 days prior to the date of approval of the application** (this list should be compiled from the current tax rolls of the Monroe County Property Appraiser. In the event that a condominium development is within the 300 foot radius, each unit owner must be included)
- An approved inspection report from the Office of the Fire Marshal verifying compliance with NFPA Life Safety Code 101**

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

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

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



**MONROE COUNTY FLORIDA  
CODE ENFORCEMENT DEPARTMENT**

**REGISTERED MAIL  
RECEIPTS**

Complaint Number: CE 14030127

**CERT #:**  
7013 1710 0000 2973 1640

**GOOD SERVICE:** 10/27/14  
**NO SERVICE:** \_\_\_\_\_

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$</b>



**THURMOND STREET PARTNERS LLC  
ATTN: DAVID MCGRAW  
2 THURMOND STREET  
KEY LARGO, FL 33037  
CE14030127/CRTNTC/TR**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent   
DAVID MCGRAW

B. Received by (Printed Name)  Addressee  
DAVID MCGRAW

C. Date of Delivery   
10/27/14

D. Is delivery address different from item 1?  Yes  No  
If YES, enter delivery address below:

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

**THURMOND STREET PARTNERS LLC  
ATTN: DAVID MCGRAW  
2 THURMOND STREET  
KEY LARGO, FL 33037  
CE14030127/CRTNTC/TR**

3. Service Type

Certified Mail®  Priority Mail Express™

Registered  Return Receipt for Merchandise

Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes  No

7013 1710 0000 2973 1640

2. Article Number  
(Transfer from service label)

PS Form 3811, July 2013 Domestic Return Receipt

**PETITIONER'S EXHIBIT**

tabbles

20  
3 of 13

1/1

Login Help

List your property (http://www.vrbo.com/info/list-your-property?icid=11. [Y P O Text lytopnav])

Key Largo, Key Largo Area, Florida

Search

I don't have dates yet

Browse properties (http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area/key-largo) Home (http://www.vrbo.com)

USA (http://www.vrbo.com/vacation-rentals/usa) Florida (http://www.vrbo.com/vacation-rentals/usa/florida)

Florida Keys (http://www.vrbo.com/vacation-rentals/usa/florida/keys)

Key Largo Area (http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area)

Key Largo (http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area/key-largo)

Private Homes (http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area/key-largo/private-homes)

VRBO Listing #189525

Like 4

# Wedding Home Very Private - 5 Acre Beachfront



[Overview](#) [Reviews](#) [Rates](#) [Calendar](#) [Location](#) [Owner Info](#) [Photos](#)

Minimum stay: 1 night Pets considered: No  
 Internet: Yes Wheel chair accessible: No

## Private Homes estate description

This property is enormous and completely set up for your wedding. Check out our Key Largo Lighthouse website.

**Property Type**  
 Estate 2400 sq. ft.

Save to my favorites

\$1

per night (USD)

0

4 Bedroom / 5.5 Bathroom  
Sleeps 18

View calendar: Updated 10/08/14

Minimum stay: 1 nights

Arrival Departure

Get an instant quote



Owner

Member since: 2008

Speaks: English, Spanish

Calendar last updated  
10/08/2014

Email owner



Travel with confidence

Guaranteed, secure, with  
no booking fees

Learn how to pay safely

Add vacation protection  
services to your booking

Three services to protect your trip  
Protect your payment  
you need to cancel



**Accommodation Type**

Vacation Rental

Guarantee the rental meets your expectations.

Ensure you're prepared in case of accidental damage.

Get it now

**Meals**

Guests Provide Their Own Meals

**Suitability**

Long-Term Renters Welcome	Children Welcome	Non Smoking Only
Minimum Age Limit For Renters:	Limited Accessibility	Pets Not Allowed

*Renter signing the contract must be at least 25 years of age.*

**Bedrooms:** 4 Bedrooms, Sleeps 18, Beds for 10-18

Bedroom 2: 1 king

Bedroom 3: 1 king

Bedroom 4: 1 king

Bedroom 1: 1 king, 2 twin/ single

Bedroom 6: 4 sleep sofa /futon  
*Two Queen sofa beds and two futons.*

King size beds (4), double twin daybed (1), Futons (2), Queen sleep sofas (2)

**Bathrooms:** 5 Bathrooms, 1 Half Bathroom

Bathroom 1: toilet, shower

Bathroom 2: toilet, shower

Bathroom 4: toilet, shower

Bathroom 5: toilet, shower

Bathroom 6: toilet, shower

Bathrooms for events  
*Outside air conditioned bathrooms for up to 250 guests.*

**Entertainment**

Satellite / Cable                      Television

**Attractions**

Coin Laundry	Nude Beach	Restaurants
Marina	Reefs	

**Local Services & Businesses**

ATM/Bank	Groceries	Laundromat
Fitness Center	Hospital	Massage Therapist
		Medical Services

**Leisure Activities**

Beachcombing	Eco Tourism	Walking
Bird Watching	Paddle Boating	Wildlife Viewing
Boating	Sight Seeing	



**Location Type**

Beachfront                      Waterfront

**Sports & Adventure Activities**

Cycling	Parasailing	Surf Fishing
Deepsea Fishing	Pier Fishing	Swimming
Fishing	Sailing	Tennis
Hiking	Scuba Diving Or Snorkeling	Water Skiing
Jet Skiing	Snorkeling	Wind-Surfing
Kayaking	Snorkeling/Diving	

**Dining**

Dining: <i>Enclosed room located between the pool and the kitchen.</i>	Dining Room	Seating for 8 people
---	-------------	----------------------

**General**

Air Conditioning	Internet	Parking
Clothes Dryer	Linens Provided	Towels Provided
Fireplace	Living Room	Washing Machine

**Kitchen**

Kitchen:  
*Recently remodeled complete modern kitchen*

**Outside**

Balcony	Barbecue	Lawn / Garden
		Outdoor Grill

**Payment Type**

Amex	Discover	Mastercard
Carteblanche	Eurocard	Visa
Dinersclub	Jcb	

**Pool / Spa**

Heated Pool                      Private Pool

**Forms Of Payment**

Accept Credit Card

**Reviews**

[Write a review \(http://www.vrbo.com/189525/reviews/write\)](http://www.vrbo.com/189525/reviews/write)

This property does not have any reviews yet.

[Be the first to write a review for this listing... \(http://www.vrbo.com/189525/reviews/write\)](http://www.vrbo.com/189525/reviews/write)

**Rates**

Currency Conversion



Rental basis: Per property

Rental rates quoted in: USD

Dates	Nightly	Weekend Night	Weekly	Monthly *	Event
<b>My Standard Rate</b> 1 night min stay	\$1				
Changeover Day: Tuesday					

Additional information about rental rates

Fees:

cleaning	\$400
Tax Rate	12.5%

Notes:

See our website for more information.

In full 90 days prior to arrival.

Travel with confidence

Pay with an approved method (credit card, check, or bank transfer) to protect your payment up to \$1,000. Before making a payment always call the owner at the number listed on our website, and never use instant money transfer services such as Western Union and MoneyGram.

Don't forget your vacation protection! [Get protected now \(http://www.vacationprotection.com?utm\\_source=vrbo&utm\\_medium=cross%20brand&utm\\_content=odrates&utm\\_campaign=vocomxs\)](http://www.vacationprotection.com?utm_source=vrbo&utm_medium=cross%20brand&utm_content=odrates&utm_campaign=vocomxs)

Adding our Vacation Protection services can make sure your getaway goes smoothly, no matter what. We offer Cancellation Protection, Carefree Rental Guarantee, and Damage Protection so you can truly relax.

Protect your payments in case you need to cancel.

Guarantee the rental meets your expectations.

Ensure you're prepared in case of accidental damage.

# Calendar

Last updated: 10/08/2014

Arrival  Departure  [Check availability](#) [Previous](#) [Next](#)

**October 2014**

SU	MO	TU	WE	TH	FR	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**November 2014**

SU	MO	TU	WE	TH	FR	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

**December 2014**

SU	MO	TU	WE	TH	FR	SA
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

**January 2015**

SU	MO	TU	WE	TH	FR	SA
			1	2	3	
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**February 2015**

SU	MO	TU	WE	TH	FR	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

**March 2015**

SU	MO	TU	WE	TH	FR	SA
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				





**Nearest Airport** 60 Miles  
Miami International

**Car:** Necessary

Outdoor activities are everywhere. After all, you really are living on a tropical island. Most of the activities are inexpensive, and many of the activities are free because they are right here on the property. You can find excellent snorkeling and some of the most fun fishing right here. People rent kayaks or jet skis or a boat for the week and practically live on the water. Many people come with plans to leave the property to do different activities every day but soon find themselves just hanging around on the property all day playing with the family.

## Owner info



**Year Purchased:** 1999

**About the owner:** We have the experience necessary to create your dream wedding

**Contact us**

**Speaks:** English, Spanish

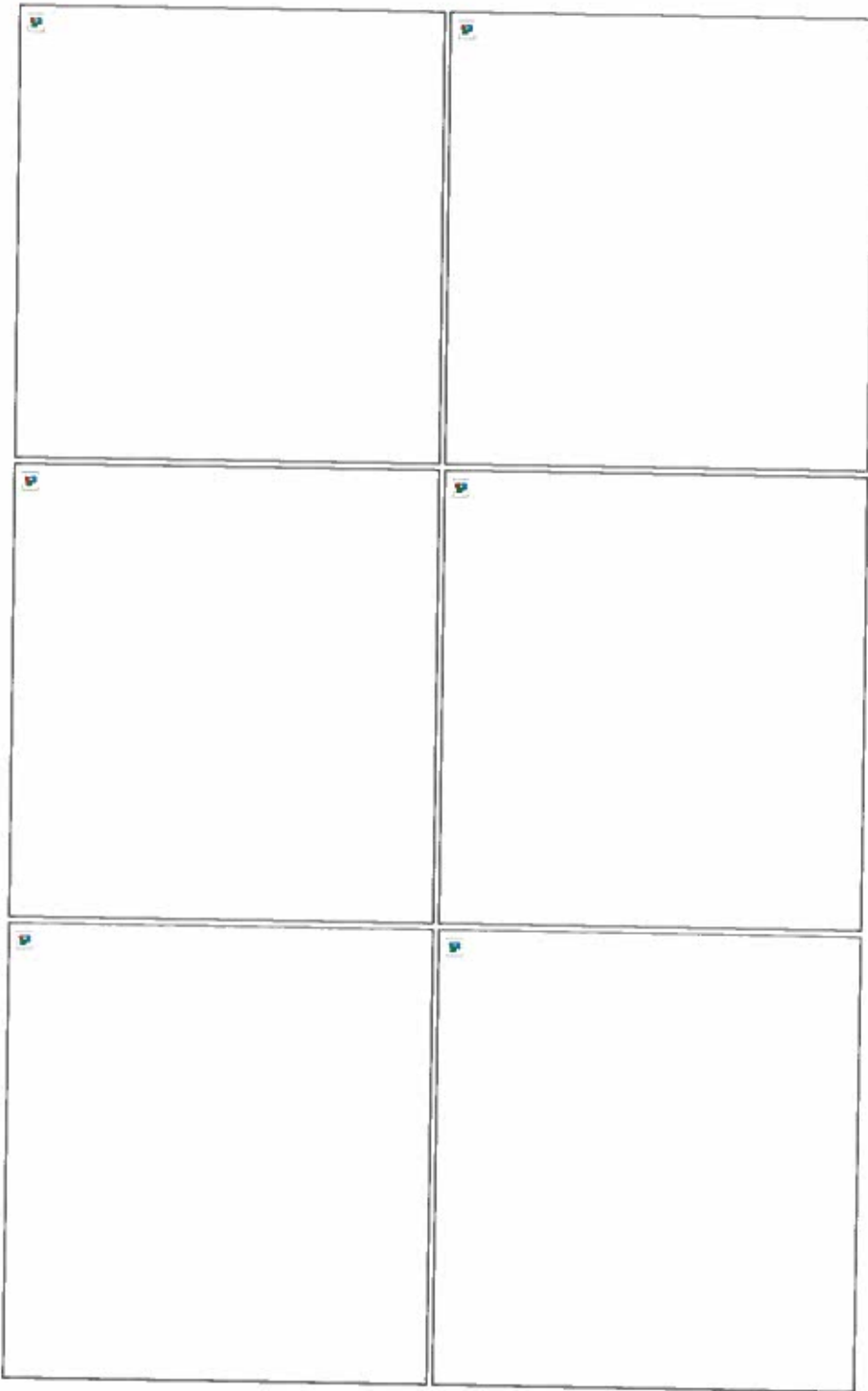
## Photos

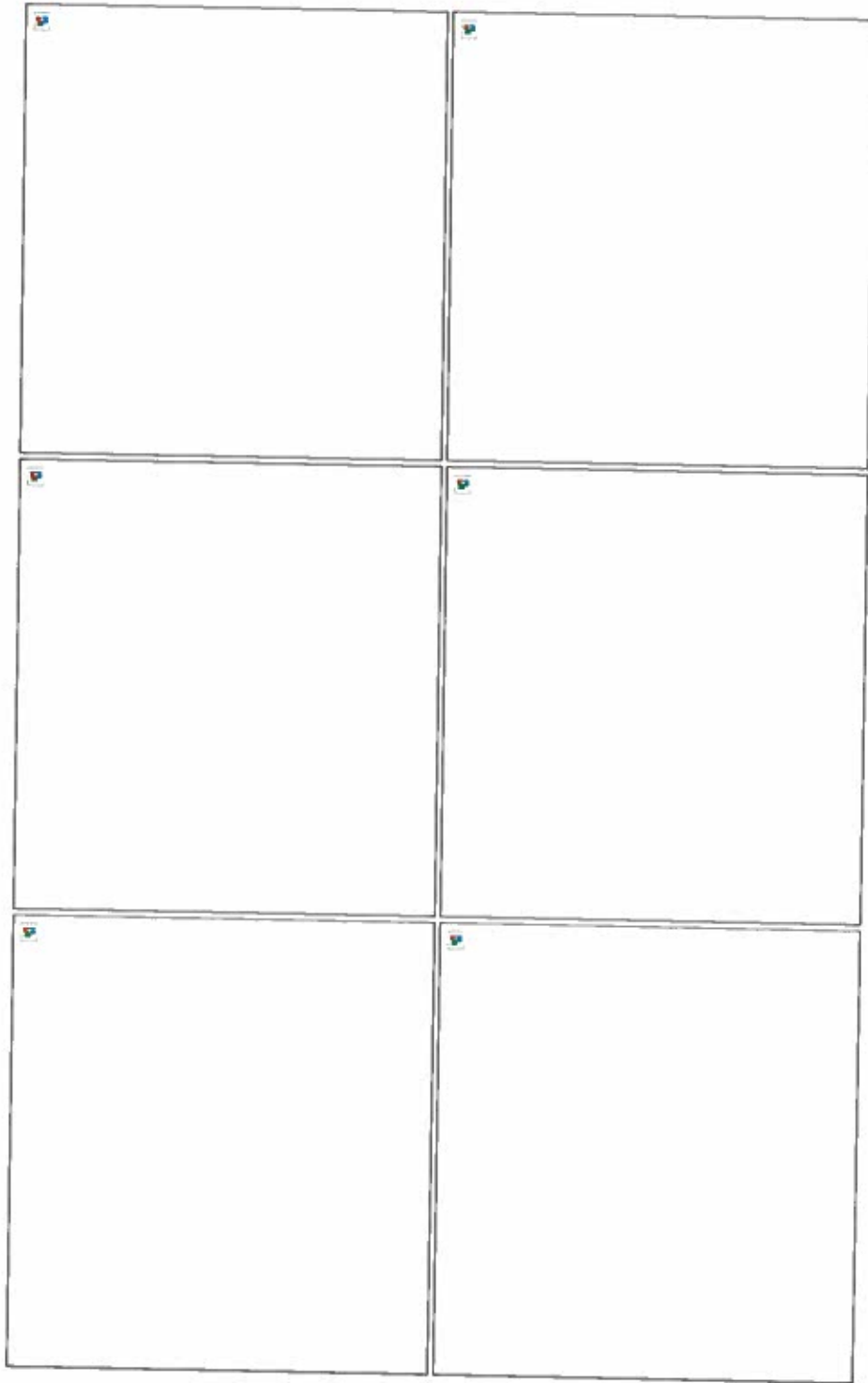
Wedding Extraordinaire! Key Largo Lighthouse Beach style.  
Wedding Extraordinaire! Key Largo Lighthouse Beach style.

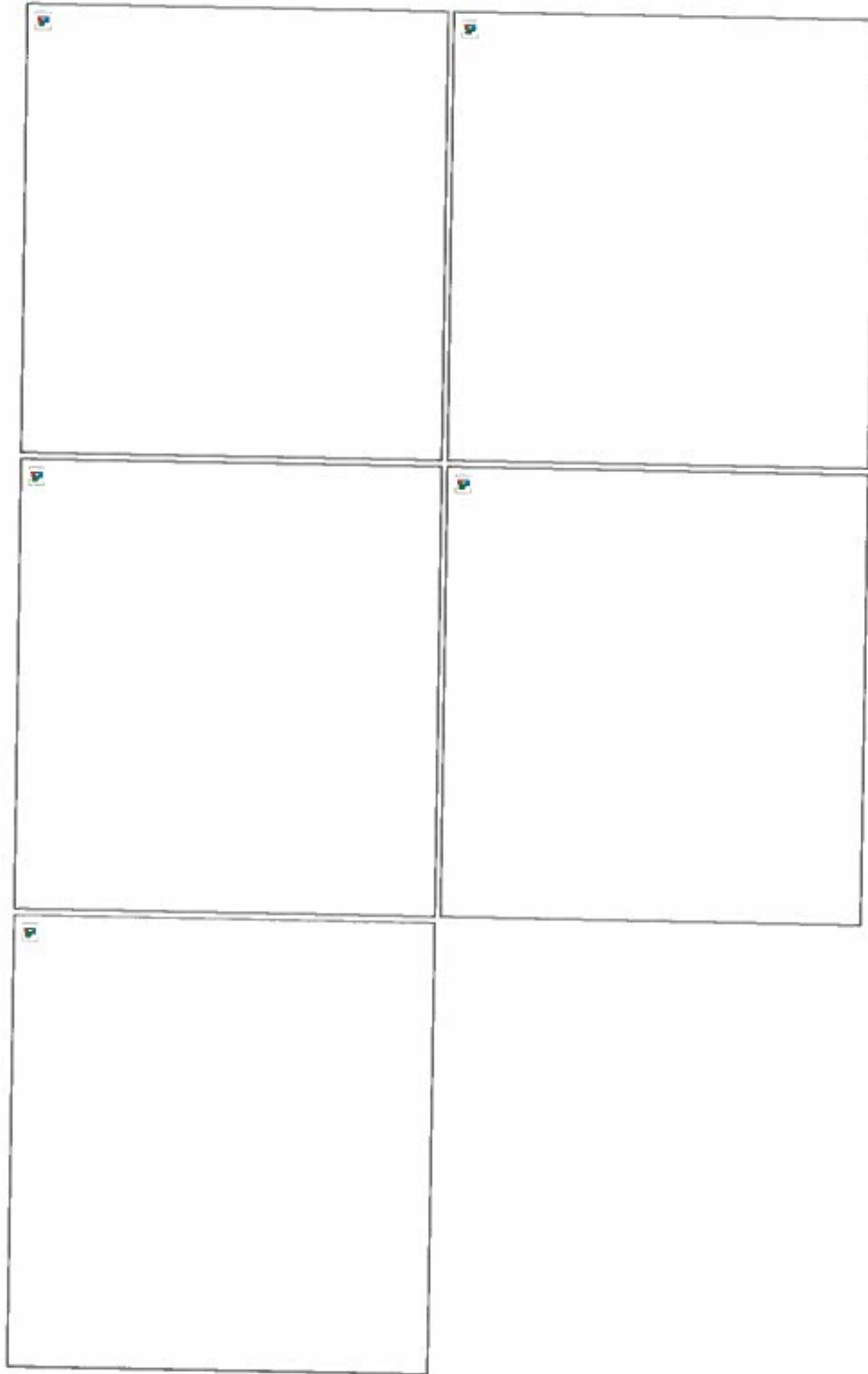



**PETITIONER'S EXHIBIT**  
tabbler  
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9 of 13









**VRBO #189525**

There have been 33999 visitors to this page since the counter was last reset in 2009.

This listing was first published here in 2008.

Date last modified - Saturday, October 11, 2014



[View more of the HomeAway Family](#)

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Insider Guides provided by [\(http://www.gogobot.com/\)](http://www.gogobot.com/)

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Home - Weddings Florida Beach Weddings Florida Wedding Venues All Inclusive Destination Weddings Beach Weddings >> Contact

Q. How do you rent Key Largo Lighthouse Beach?

A. Rent for a long weekend Thursday to Monday. Live on the property in privacy. Host your rehearsal dinner, wedding ceremony, wedding rehearsal and even a good bye brunch without paying any extra rental. (Hint: Save. Rent midweek at a great rate.)



Choose one of our packages

or

Create something new and exciting

YOU CAN HAVE THE EXACT WEDDING YOU ALWAYS DREAMED OF. A WEDDING TO BE TALKED ABOUT FOR YEARS TO COME.

Create my wedding.

I want to get started today.

Yes! please send me information on how I can get started. Please also include your package information.

Or call us right now 408 850 0523

"You dream. We make it happen."

Mariana McGraw - Wedding Originator



Let's get back to exhilaration you felt when you first thought about planning your wedding. Our experienced staff will make it all seem so simple.



Explore the [photo galleries](#) highlighting our [Florida wedding locations](#).



Wedding Originator  
Mariana McGraw

"I love every single aspect of this Industry and I hope it shows in everything I do."  
**Chef Andrew Tsang CEC**

You deserve the best. Check out my [Florida wedding packages](#). We can create something special, prepare it on site, and serve it hot and fresh from the oven.



Executive Chef  
Andrew "Drew" Tsang

"We can create something original together."  
**Akalia Martin - Decorator**

Let's have fun again. We can help you create a wedding that fits your dreams and your budget.

Explore the [wedding decor packages](#).



Wedding Decorator  
Akalia Martin

"Our professionals will make it look easy."  
**Sabrina Hocker-Wedding Planner**

This property is so well set up it actually makes planning your wedding easy. Please check out our [FAQ](#).



Wedding Planner  
Sabrina Hocker

Contact us any time!

Email: [friends@keylargolighthouse.com](mailto:friends@keylargolighthouse.com)

Call: (408) 850-0523

### Create my wedding now!

**Name:** \*

First Last

**Email:** \*

**Number of persons attending your wedding:** \*  
(40 persons maximum)

**Approximate wedding date:** \*

MM / DD / YYYY

**Phone number:** \*  
(We won't call you unless we have a problem with your email address)

### - ### - ####

**Other specific information:**

Submit

## How do I create one of the best beach weddings in the Florida Keys?

1. What are the things brides most often want for their perfect Florida beach weddings?
2. Do you want a wedding nobody will ever forget?



**3. Would you find comfort in working with an award winning wedding team who specialize in Florida beach weddings?**

You can have it all. Key Largo Lighthouse Beach has all the important elements for beach weddings in Florida:

**Privacy:** Five (5) acres of nature Gated and walled for total privacy. This is not a public place for private weddings. This is a private place for very private weddings.

**Location:** Located in the fabulous Florida Keys just 60 miles from Miami airport in Key Largo Florida. We are situated in the center of all hotels, restaurants and shopping.

**Accommodations:** A five bedroom house with pool. Accommodations for 14. You can live on the property with your families for a number of days if you wish. Special discounts for hotels in all price ranges nearby.

**Weather:** the warmest place in winter yet not a single 100 degree day ever recorded in summer. We are much drier than most places in the U.S. Half the rain of Miami or Orlando. [Check out all the weather statistics here.](#)

**Space:** Any size wedding can work here. Five acres of landscaped brilliance. A native hardwood forest, two beaches, marinas, and space to park hundreds of cars.

**Amenities:** Things that only a full time wedding venue might have. Permanent tents, sufficient air conditioned bathrooms, raised music and dancing decks, up-lighting and festival lighting, plenty of free parking.

**Customization:** Wedding unlimited. If you can imagine it you can have it.

**Activities:** Key Largo is the diving and fishing capital of the world. If you want ocean excitement, you found it.



- |   |  |
|---|--|
| <a href="#">Florida Wedding Venue</a>           | <a href="#">Destination Wedding Cost</a> |
| <a href="#">Destination Weddings in Florida</a> | <a href="#">Weddings P.A.Q.</a>          |
| <a href="#">All Inclusive Florida Weddings</a>  | <a href="#">Wedding Testimonials</a>     |
| <a href="#">Contact Us</a>                      | <a href="#">Florida Keys Weather</a>     |

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Home - Weddings Florida Beach Weddings Florida Wedding Venues All Inclusive Destination Weddings Beach Weddings >> Contact

## Home - Key Largo Lighthouse Beach Weddings



Florida Destination Wedding Venue  
Beach Weddings at Key Largo Lighthouse Beach in the fabulous Florida Keys.

8-1 99



### Would you like a wedding that everybody talks about for years to come?

**THE COST IS THE SAME. THE WEDDING IS NOT.**

Your beach wedding can be unforgettable. Do you want a truly private wedding for 20 - 250 guests directly on your own private beach?

You and your guests will live here with us for a number of days. Your ceremony, your reception, your welcome/rehearsal party, maybe Sunday brunch. It all happens here on your own private Florida destination wedding venue.

*"The main difference between a good wedding and a great wedding is the venue."*

Learn how to create a more private  
[Florida Keys beach wedding](#)





## Comprehensive Florida destination wedding venues guide

IN THE NEXT FEW MINUTES YOU WILL LEARN HOW TO CREATE A TRULY MEMORABLE WEDDING!

Your friends and family will wonder:  
How you found it? How you could afford it? How you did it?

You can have an award winning Florida beach wedding. We create spectacular weddings every week for medium to high budget brides. You can have exactly the wedding you want with confidence.

*"How do you guarantee wedding success? Start with a great venue and surround yourself with seasoned professionals."*



### Q. Unique beach weddings all have what in common?

A. VENUE, VENUE, VENUE. THEY ALL START WITH AN UNFORGETTABLE VENUE.

Key Largo Lighthouse Beach weddings are more private, more family oriented, and more fun. You will be our only guests for your entire stay. Our planners, our chef, our entire staff are here to insure the wedding of your dreams.

*"For about the same price as a wedding at a hotel you can have a multi-day family event."*

### How do you know your wedding will be a success?

LETS BE HONEST, IT REQUIRES TALENT AND EXPERIENCE.

Key Largo Lighthouse Beach is not a part time wedding venue. Your wedding is not a tool we use to fill hotel rooms or restaurant seats. Florida destination weddings are our only business. We care as much about your wedding success as you do. We enjoy creating great beach weddings.

Learn how we create award winning [Florida beach weddings](#)



Florida Wedding Venue  
Destination Weddings in Florida  
All Inclusive Florida Weddings  
Contact Us  
Destination Wedding Cost  
Weddings F.A.Q.  
Wedding Testimonials  
Florida Keys Weather

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Private Homes Key Largo

Get an instant quote Search

I don't have dates yet

- Back to search Home USA Florida Florida Keys Key Largo Area Key Largo Private Homes VRBO Listing #189525



Owner

Member since: 2008

Response time: Within a few days

Response rate: 70%

Calendar last updated: 12/15/2014

Email owner

Wedding Home Very Private - 5 Acre Beachfront



Minimum stay: 1 night Pets considered: No
Internet: Yes Wheel chair accessible: N/A

Private Homes estate description

This property is enormous and completely set up for your wedding. Check out our Key Largo Lighthouse website.

Why VRBO

We offer vacation rentals for every budget (http://www.vrbo.com/info/about-the-family) Choose from a wide variety of properties

No booking fees (http://www.vrbo.com/info/haguarantee/travel-with-confidence) Free to book with no hidden costs




**We help you travel with confidence**  
<http://www.vrbo.com/travel-with-confidence>  
 Every listing is guaranteed against fraud

**Experienced property owners or managers**  
 Location **Owner Info** **Photos**  
 (http://www.vrbo.com/info/about-the-family)  
 Average five years in the business

Save to my favorites

Get an instant quote



**Owner**  
 Member since: 2008  
 Response time: Within a few days  
 Response rate: 70%  
 Calendar last updated: 12/15/2014

Email owner

**Property Type**  
 Estate 2400 sq. ft.

**Accommodation Type**  
 Vacation Rental

**Meals**  
 Guests Provide Their Own Meals

**Suitability**  
 Long-Term Renters Welcome Children Welcome Non Smoking Only  
 Minimum Age Limit For Renters: Limited Accessibility Pets Not Allowed  
 Renter signing the contract must be at least 25 years of age.

**Bedrooms:** 4 Bedrooms, Sleeps 18, Beds for 10-18  
 Bedroom 2: 1 king  
 Bedroom 3: 1 king  
 Bedroom 4: 1 king  
 Bedroom 1: 1 King, 2 twin/ single  
 Bedroom 6: 4 sleep sofa /futon  
*Two Queen sofa beds and two futons.*  
 King size beds (4), double twin daybed (1), Futons (2), Queen sleep sofas (2)

**Bathrooms:** 5 Bathrooms, 1 Half Bathroom  
 Bathroom 1: toilet, shower  
 Bathroom 2: toilet, shower  
 Bathroom 4: toilet, shower  
 Bathroom 5: toilet, shower  
 Bathroom 6: toilet, shower  
 Bathrooms for events  
*Outside air conditioned bathrooms for up to 250 guests.*

**Entertainment**  
 Satellite / Cable Television

**Attractions**  
 Coin Laundry Nude Beach Restaurants  
 Marina Reefs



**Local Services & Businesses**

<u>Overview</u>	<u>Reviews</u>	<u>Rates</u>	<u>Calendar</u>	<u>Location</u>	<u>Owner Info</u>	<u>Photos</u>
ATM/Bank		Groceries		Laundromat		
Fitness Center		Hospital			Massage Therapist Medical Services	

Save to my favorites

Get an instant quote



**Owner**

Member since: 2008  
 Response time:  
**Within a few days**  
 Response rate:  
**70%**  
 Calendar last updated:  
**12/15/2014**

Email owner

**Leisure Activities**

Beachcombing	Eco Tourism	Walking
Bird Watching	Paddle Boating	Wildlife Viewing
Boating	Sight Seeing	

**Location Type**

Beachfront	Waterfront
------------	------------

**Sports & Adventure Activities**

Cycling	Parasailing	Surf Fishing
Deepsea Fishing	Pier Fishing	Swimming
Fishing	Sailing	Tennis
Hiking	Scuba Diving Or Snorkeling	Water Skiing
Jet Skiing	Snorkeling	Wind-Surfing
Kayaking	Snorkeling/Diving	

**Dining**

Dining: <i>Enclosed room located between the pool and the kitchen.</i>	Dining Room	Seating for 8 people
---	-------------	----------------------

**General**

Air Conditioning	Internet	Parking
Clothes Dryer	Linens Provided	Towels Provided
Fireplace	Living Room	Washing Machine

**Kitchen**

Kitchen:  
*Recently remodeled complete modern kitchen*

**Outside**

Balcony	Barbecue	Lawn / Garden Outdoor Grill
---------	----------	--------------------------------

**Payment Type**

Amex	Discover	Mastercard
Carteblanche	Eurocard	Visa
Dinersclub	Jcb	

**Pool / Spa**

Heated Pool	Private Pool
-------------	--------------

**Forms Of Payment**

Accept Credit Card



- Overview**
- Reviews
- Rates
- Calendar
- Location
- Owner Info
- Photos

# Reviews

[Write a review \(http://www.vrbo.com/189525/reviews/write\)](http://www.vrbo.com/189525/reviews/write)

This property does not have any reviews yet.

[Be the first to write a review for this listing... \(http://www.vrbo.com/189525/reviews/write\)](http://www.vrbo.com/189525/reviews/write)

Save to my favorites

Get an instant quote



Owner

Member since: 2008

Response time:  
Within a few days

Response rate:  
70%

Calendar last updated:  
12/15/2014

Email owner

# Rates

[Currency Conversion](#)

Rental basis: Per property

Rental rates quoted in: **USD**

Dates	Nightly	Weekend Night	Weekly	Monthly *	Event
<b>My Standard Rate</b> 1 night min stay	\$1				
Changeover Day: Tuesday					

### Additional information about rental rates

#### Fees:

cleaning	\$400
Tax Rate	12.5%

#### Notes:

See our website for more information.

In full 90 days prior to arrival.

### Travel with confidence

Pay with an approved method (credit card, check, or bank transfer) to protect your payment up to \$1,000. Before making a payment always call the owner at the number listed on our website, and never use instant money transfer services such as Western Union and MoneyGram.

**Don't forget your vacation protection! Get protected now** ([http://www.vacationprotection.com?utm\\_source=vrbo&utm\\_medium=cross%20brand&utm\\_content=pdorates&utm\\_campaign=vocoms](http://www.vacationprotection.com?utm_source=vrbo&utm_medium=cross%20brand&utm_content=pdorates&utm_campaign=vocoms)) Adding our Vacation Protection services can make sure your getaway goes smoothly, no matter what. We offer Cancellation Protection, Carefree Rental Guarantee, and Damage Protection so you can truly relax.

- Protect your payments in case you need to cancel.
- Guarantee the rental meets your expectations.
- Ensure you're prepared in case of accidental damage.

# Calendar

Last updated: 12/15/2014

Check availability

[Previous](#) [Next](#)

**July 2015**

SU	MO	TU	WE	TH	FR	SA
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**August 2015**

SU	MO	TU	WE	TH	FR	SA
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

**September 2015**

SU	MO	TU	WE	TH	FR	SA
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			



October 2015							November 2015							December 2015						
SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA	SU	MO	TU	WE	TH	FR	SA
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

23 Available    21 Unavailable    22 Today    23 Selected dates

Save to my favorites

Get an instant quote



**Owner**  
Member since: 2008  
Response time: Within a few days  
Response rate: 70%  
Calendar last updated: 12/15/2014

Email owner

### Location



**Nearest Airport** 60 Miles  
Miami International

**Car: Necessary**

Outdoor activities are everywhere. After all, you really are living on a tropical island. Most of the activities are inexpensive, and many of the activities are free because they are right here on the property. You can find excellent snorkeling and some of the most fun fishing right here. People rent kayaks or jet skis or a boat for the week and practically live on the water. Many people come with plans to leave the property to do different activities every day but soon find themselves just hanging around on the property all day playing with the family.

### Owner info



**Year Purchased:** 1999  
**About the owner:** We have the experience necessary to create your dream wedding



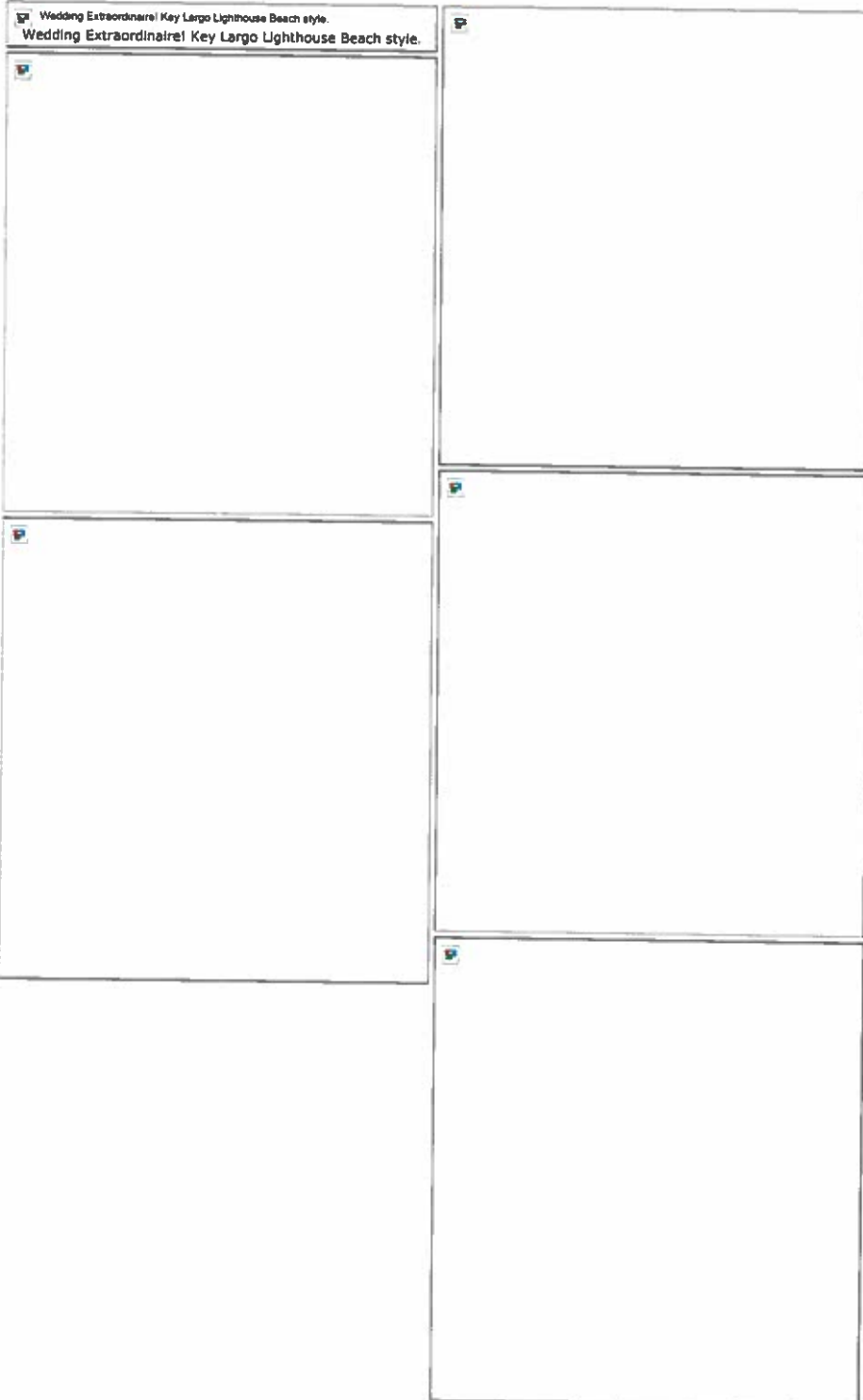
- [Overview](#)
- [Reviews](#)
- [Rates](#)
- [Calendar](#)
- [Location](#)
- [Owner Info](#)
- [Photos](#)

Speaks: English, Spanish

Save to my favorites

Get an instant quote

## Photos



Owner

Member since: 2008

Response time:  
Within a few days

Response rate:  
70%

Calendar last updated:  
12/15/2014

Email owner





<a href="#">Overview</a>	<a href="#">Reviews</a>	<a href="#">Rates</a>	<a href="#">Calendar</a>	<a href="#">Location</a>	<a href="#">Owner Info</a>	<a href="#">Photos</a>

Save to my favorites

Get an instant quote



Owner

Member since: 2008

Response time:

Within a few days

Response rate:

70%

Calendar last updated:

12/15/2014

Email owner



<a href="#">Overview</a>	<a href="#">Reviews</a>	<a href="#">Rates</a>	<a href="#">Calendar</a>	<a href="#">Location</a>	<a href="#">Owner Info</a>	<a href="#">Photos</a>

Save to my favorites

Get an instant quote



Owner

Member since: 2008

Response time:  
Within a few days

Response rate:  
70%

Calendar last updated:  
12/15/2014

Email owner



<a href="#">Overview</a>	<a href="#">Reviews</a>	<a href="#">Rates</a>	<a href="#">Calendar</a>	<a href="#">Location</a>	<a href="#">Owner Info</a>	<a href="#">Photos</a>

Save to my favorites

Get an instant quote



Owner

Member since: 2008

Response time:

Within a few days

Response rate:

70%

Calendar last updated:

12/15/2014

Email owner



<b>Overview</b>	<b>Reviews</b>	<b>Rates</b>	<b>Calendar</b>	<b>Location</b>	<b>Owner Info</b>	<b>Photos</b>
-----------------	----------------	--------------	-----------------	-----------------	-------------------	---------------

Save to my favorites

Get an instant quote



**Owner**

Member since: 2008

Response time:  
**Within a few days**

Response rate:  
**70%**

Calendar last updated:  
**12/15/2014**

Email owner

**VRBO #189525**

There have been 36843 visitors to this page since the counter was last reset in 2009.

This listing was first published here in 2008.

Date last modified - Monday, January 05, 2015

[View more of the HomeAway Family](#)

[List your property \(http://www.vrbo.com/global/owner.htm\)](http://www.vrbo.com/global/owner.htm) | 
 [Testimonials \(http://www.vrbo.com/global/testimonials.htm\)](http://www.vrbo.com/global/testimonials.htm) | 
 [Advantages \(http://www.vrbo.com/global/advantages.htm\)](http://www.vrbo.com/global/advantages.htm) | 
 [Rental Guarantee \(http://guarantee.homeaway.com/vrbo/\)](http://guarantee.homeaway.com/vrbo/) | 
 [Links \(http://www.vrbo.com/global/links.htm\)](http://www.vrbo.com/global/links.htm) | 
 [Luxury from HomeAway \(http://luxury.homeaway.com/?utm\\_source=vrbo&utm\\_medium=cross-brand&utm\\_content=hp&utm\\_campaign=vrbo-hp-lux\)](http://luxury.homeaway.com/?utm_source=vrbo&utm_medium=cross-brand&utm_content=hp&utm_campaign=vrbo-hp-lux) | 
 [Product News \(http://productupdates.homeaway.com/\)](http://productupdates.homeaway.com/)

GoGoBot  
 (http://www.gogobot.com/)  
 Insider Guides provided by

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Internet Explorer 8.0.6002.6293  
 D - BOX | Monroe County Inland Portal | Property Search - Monroe Co. | Code Enforcement Portal | Private Homes Vacation Re...

File Edit View Favorites Tools Help


Monroe County Inland P... | Monroe County Inland P... | http://www.growth400c... | Monroe County Inland P... | Monroe County Inland P... | Get more Add-ons -

Add to favorites

Overview | Reviews | Rates | **Calendar** | Location | Owner Info | Photos

Save to my favorites

Get an instant quote

 Owner  
 Member since: 2008  
 Response time: Within a few days  
 Response rate: 70%  
 Calendar last updated: 12/15/2014

Email owner

23 Available | Unavailable | 22 Today | 23 Selected dates

Location

Feedback

12%

**Calendar Data (Jan-Jun 2015):**

Month	Su	Mo	Tu	We	Th	Fr	Sa
January 2015							
February 2015							
March 2015							
April 2015							
May 2015							
June 2015							

Internet Explorer 8.0.6002.6293  
 D - BOX | Monroe County Inland Portal | Property Search - Monroe Co. | Code Enforcement Portal | Private Homes Vacation Re...

File Edit View Favorites Tools Help


Monroe County Inland P... | Monroe County Inland P... | http://www.growth400c... | Monroe County Inland P... | Monroe County Inland P... | Get more Add-ons -

Add to favorites

Overview | Reviews | Rates | **Calendar** | Location | Owner Info | Photos

Save to my favorites

Get an instant quote

 Owner  
 Member since: 2008  
 Response time: Within a few days  
 Response rate: 70%  
 Calendar last updated: 12/15/2014

Email owner

Feedback

12%

**Calendar Data (Jul-Dec 2015):**

Month	Su	Mo	Tu	We	Th	Fr	Sa
July 2015							
August 2015							
September 2015							
October 2015							
November 2015							
December 2015							



(/)

Login ▾ Help ▾

List your property ([http://www.vrbo.com/info/list-your-property?icid=JL\\_LYP\\_O\\_Text\\_lytptnav](http://www.vrbo.com/info/list-your-property?icid=JL_LYP_O_Text_lytptnav))

Key Largo, Key Largo Area, Florida

Search

I don't have dates yet

## Your message has been sent!

### What to do next

We recommend you **inquire on a few properties** for the best chance of finding an available rental. Look for listings with "book online" for confirmed availability.



(<http://www.vrbo.com/189>)

Continue your search (<http://www.vrbo.com/vacation-rentals/usa/florida/keys/key-largo-area/key-largo/private-homes>)

**Before making a payment on this property** always call the owner at the number listed on our website, and never use instant money transfer services such as Western Union and MoneyGram.

### Check out these similar 4 bedroom properties



[View more of the HomeAway Family](#)

List your property (<http://www.vrbo.com/global/owner.htm>) | Testimonials (<http://www.vrbo.com/global/testimonials.htm>) | Advantages (<http://www.vrbo.com/global/advantages.htm>) | Rental Guarantee (<http://guarantee.homeaway.com/vrbo/>) | Links (<http://www.vrbo.com/global/links.htm>) | Luxury from HomeAway ([http://luxury.homeaway.com/?utm\\_source=vrbo&utm\\_medium=cross-brand&utm\\_content=hp&utm\\_campaign=vrbo-ho-lux](http://luxury.homeaway.com/?utm_source=vrbo&utm_medium=cross-brand&utm_content=hp&utm_campaign=vrbo-ho-lux)) | Product News (<http://productupdates.homeaway.com/>)

Insider Guides provided by (<http://www.gogobot.com/>)

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Subject: VRBO.COM - Rental Inquiries

From: VRBO.COM Auto-responder (inquirer@vrbo.com)

To: jordanwill83@yahoo.com;

Date: Monday, January 5, 2015 1:22 PM



## You've taken the first step in planning your next getaway!

The owner or manager should respond in the next day or so to answer your questions and let you know about property availability. Here are a few tips for finding the perfect rental:



### Cover your bases

To find an available property, we suggest you inquire on at least 3 listings, or look for listings with "Book it Now."



### Pay securely

Most rentals can be paid for using HomeAway Payments or another secure online platform. [Learn more](#)



### Protect your stay

Get peace of mind by purchasing vacation insurance that protects you before and after your arrival. [Learn more](#)

Before making a payment on this property always call the owner at the number listed on our website, and never use instant money transfer services such as Western Union and MoneyGram.

## Vacation rentals you've contacted





**WEDDING HOME VERY PRIVATE - 5 ACRE BEACHFRONT**

**ARRIVE:** Jul 21, 2015

**DEPART:** Jul 25, 2015

**GUESTS:** 12 including children

**YOUR MESSAGE:** (sent Jan 5, 2015) "Hello, My wife and I are planning a small family vacation for July. I would like to surprise her with renewing our wedding vows (15 years in July). Is your home available for rent July 21-25, 2015. Thanks Will"

**Rental #189525**

*Owner/Manager:*

**Sunset Beach Weddings**

[Send email](#)

## Make finding the perfect rental easier

Set up your own HomeAway account so you can save favorites, track inquiries, and more.

[Create account](#)

Already have an account? [Log in](#)

Find vacation rentals on the go, [download our mobile app](#).



© 2013 HomeAway.com Inc. 1011 W. Fifth Street, Suite 300, Austin, TX 78703

This email was sent to [jordanwill83@yahoo.com](mailto:jordanwill83@yahoo.com).

[View our Privacy Statement](#) | [Contact Us](#) | [Terms & Conditions](#)





**Subject:** Re: Your inquiry: Jul 21 through 25 - VRBO.com #189525  
**From:** David McGraw (sender@messages.homeaway.com)  
**To:** jordanwill83@yahoo.com;  
**Date:** Monday, January 5, 2015 1:50 PM



David McGraw has replied to your message



<b>Property</b>	#189525
<b>Dates</b>	Jul 21-25, 2015
<b>Guests</b>	10 adults, 2 children
<b>Traveler name</b>	Will Jordan

Thank you for your interest in Key Largo Lighthouse Beach. We do have July 23 - 27, 2015 available. We have a very complete website [www.keylargolighthouse.com](http://www.keylargolighthouse.com).

I hope we hear from you very soon.

**To help keep you protected**, email addresses will be removed from conversations between owners and travelers. If you include an email address in your message, it will appear as ----@----- to the recipient.

## Conversation history

**Will Jordan sent an inquiry** Jan 5, 2015  
**Dates** Jul 21-25, 2015



**Guests** 10 adults, 2 children

Hello,

My wife and I are planning a small family vacation for July. I would like to surprise her with renewing our wedding vows (15 years in July). Is your home available for rent July 21-25, 2015. Thanks Will

Download the HomeAway mobile app so you can find and book your next vacation rental quickly and easily... no matter where you are!



© 2006 - Present HomeAway.com Inc. 1011 W. Fifth Street, Suite 300, Austin, TX 78703

This email was sent to [jordanwill83@yahoo.com](mailto:jordanwill83@yahoo.com).

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## Monroe County Codes

### Sec. 134-1 (k) Vacation Rental Uses

#### (k) Prohibitions, enforcement, and penalties.

(1) It shall be unlawful for any landlord, tenant, agent or other representative of a landowner to rent, lease, advertise or hold out for rent any dwelling unit for vacation rental use in any district where a vacation rental use (less than 28 days) is prohibited, except as otherwise exempted under this section.

(2) It shall be unlawful for any landlord, tenant, agent or other representative of a landlord to rent, lease, advertise or hold out for rent any dwelling unit for a vacation rental use without a special vacation rental permit, except as otherwise exempted under this section

### Sec. 134-1 (j) Vacation Rental Uses

Failure to obtain Monroe County Special Vacation Manager's License

### Sec. 134-1 (a) Vacation Rental Permit Required

An owner or agent is required to obtain an annual vacation rental permit for each dwelling unit prior to renting any dwelling unit as a vacation rental.

### Sec. 23-72. Business Tax License

All rentals require a business tax license.



# Monroe County Codes

## Sec. 8-31. Administrative fines; liens.

(a)

The code compliance special magistrate, upon notification by the director of the department of code that an order of the board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine not to exceed \$1,000.00 per day per violation for a first violation, up to \$5,000.00 per day per violation for a repeat violation, and up to \$15,000.00 per violation if the special magistrate finds the violation to be irreparable or irreversible in nature. In addition, if the violation is a violation described in F.S. § 162.06(4), the special magistrate shall, through the director of code compliance, notify the board of county commissioners, that may make all reasonable repairs that are required to bring the property into compliance and charge the violator with the reasonable cost of repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the board of county commissioners to make further repairs or to maintain the property and does not create any liability against the board of county commissioners for any damages to the property if such repairs were completed in good faith. If, after due notice and a hearing, a code compliance special magistrate finds a violation to be irreparable or irreversible in nature, he may order the violator to pay a fine as specified in this section and a hearing shall not be necessary for issuance of the order.



(b)

In determining the amount of the fine, if any, the code compliance special magistrate shall consider the following factors:

(1)

The gravity of the violation;

(2)

Any actions taken by the violator to correct the violation; and

(3)

Any previous violations committed by the violator.

(c)

A certified copy of an order imposing a fine, or a fine plus repairs costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including levy against the personal property of the violator, but shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the board of county commissioners, and the board may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien that remains unpaid, the code compliance special magistrate may authorize the county attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this chapter may be foreclosed on real property that is a homestead under section 4, article X of the State Constitution.

*(Code 1979, § 6.3-7; Ord. No. 50-2000, § 3; Ord. No. 031-2010, § 3)*



MONROE COUNTY, FL

ITEM 1 OF 1

MISCELLANEOUS FEE RECEIPT

RECEIPT # : 02000024582

PRINT DATE : 06/05/2015

RECEIPT DATE : 06/05/2015

PRINT TIME : 14:01:17

OPERATOR : petrickn

COPY # : 1

RECEIVED BY : PETRICKN

CASH DRAWER: 02



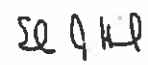
REC'D. FROM : SUNSET BEACH WEDDIN

NOTES .....: CE14030127 THURMOND ST

Partners LLC Costs PD

CUSTOMER ID	ITEM	PAYMENT
1.000	MISCELLANEOUS-CODE ENF AD	373.22
TOTAL		373.22

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	373.22	0052134725
TOTAL RECEIPT :	373.22	

<b>Account: CE14030127</b>		<b>PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER</b>		<b>\$373.22</b>
SUNSET BEACH WEDDINGS INC 2 THURMOND ST KEY LARGO, FL 33037-2342		Please Direct Any Questions To (855) 739-0858 Payment Processing Center P O Box 1029 Hickory, NC 28603-1029		70-2382/719 <b>0052134725</b>
MEMO: Costs of prosecution		NORTHERN TRUST		<b>June 04, 2015</b>
		07697 3428007 007709 007709 00001/00001 107697		
Pay <b>THREE HUNDRED SEVENTY THREE AND 22/100</b>			<b>DOLLARS</b>	
			<b>\$ *****373.22</b>	
TO THE ORDER OF				REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS   AUTHORIZED SIGNATURE
MONROE COUNTY CODE COMPLIANCE ATTENTION NICOLE PETRICK 2798 OVERSEAS HWY STE 330 MARATHON, FL 33050 4277				

County of Monroe  
Growth Management Division

**Code Compliance Department**

2798 Overseas Highway  
Marathon, Florida 33050  
Voice: (305) 289-2810  
FAX: (305) 289-2858



**Board of County Commissioners**

Mayor Danny L. Kolhage, Dist. 1  
Mayor Pro Tem Heather Carruthers, Dist. 3  
George Neugent, Dist. 2  
David Rice, Dist. 4  
Sylvia Murphy, Dist. 5

*We strive to be caring, professional, and fair.*

THURMOND STREET PARTNERS LLC  
PO BOX 371578  
KEY LARGO, FL 33037

DATE: 5/26/15

Subject: Code Compliance Case CE14030127  
Property Location: 2 THURMOND STREET, KEY LARGO, FL 33037  
Parcel ID: 00088160000100

Dear Property Owner:

The purpose of this letter is to inform you that your code Compliance case is compliant, and there are no fines due. However our records indicate that the total amount of the **costs** of prosecution and investigation due is **\$373.22**.

You can resolve this matter by remitting payment in full within thirty (30) days of this letter to:

Monroe County Code Compliance Department  
Attention: Nicole Petrick  
2798 Overseas Highway, Suite 330  
Marathon, Florida 33050

Please make checks payable to Monroe County Code Compliance. Thank you in advance for your cooperation in this matter.

Very truly yours,

Nicole Petrick  
Special Magistrate Liaison  
petrick-nicole@monroecounty-fl.gov  
305-289-2509

Administrative Cost of Prosecution

Case#: CE 14030127

Inspector: TR

Date	Description	Time	Total	Initial
1/3/14	research	60min	28.80	TR
2/14/14	VRT	14min	7.20	TR
3/13/14	research	30min	14.40	TR
3/14/14	worked case	15min	7.20	TR
5/16/14	research	5min	2.40	TR
9/29/14	worked case prep CN	60min	28.80	TR
9/30/14	Computer Notice / NOV LTR	15mins	7.95	TR
9/30/14	Out mail - CN		6.48	TR
10/3/14	re-work case + prep CN	10min	28.80	TR
10/3/14	Computer Notice / NOV LTR	15mins	7.95	TR
10/3/14	Out mail / CN		6.48	TR
10/20/14	work case	10min	4.80	TR
	CN setup	10min	4.80	TR
12/1/14	research	10min	4.80	TR
	meeting	10min	4.80	TR
1/5/15	research / work case	30min	14.40	TR
1/6/15	prep for WITS	30min	14.40	TR
	case / SM Evidence			
1/7/15	NOV / NOV prep	30min		TR
	Out mail / NOV - PO		6.48	TR
2/5/15	worked case / discuss w	30min	14.40	TR
	Artt Williams			
2/6/15	prep STIP	30min	14.40	TR
5/13/15	compliance check	45min	25.20	TR
5/21/15	Final Compliance Review	15min	12.00	TR
SUB-TOTAL				
TOTAL				

Total Time

313.74  
2002

14.40+  
14.40+  
25.20+  
12.00+  
66.00+

.51 Diane: .52 Wanda: .58  
a: .50 Nancy: .63 Shannon .48  
en: .54 Ronda: .84 Cynthia .80 Joel .48 Lynn: .48 Traci: .48  
Brenedy: .45 Teri: .41  
TE INCLUDES INSPECTOR TIME \$48.00 or 80 per minute

309.22+  
66.00+

Total

375.22

2002

004

002



Administrative Cost of Prosecution

Case#: CE 14030127

Inspector: TR

Date	Description	Time	Total	Initial
1/3/14	research	60min	28.80	TR
2/14/14	VRI	14min	9.20	TR
3/13/14	research	30min	14.40	TR
3/14/14	worked case	15min	7.20	TR
5/6/14	research	5min	2.40	TR
9/29/14	worked case prep CN	60min	28.80	TR
9/30/14	Comitessy notice / NOV LTR	15mins	7.95	TR
9/30/14	Out mail - CN		6.48	TR
10/3/14	re-work case + prep CN	60min	28.80	TR
10/3/14	Comitessy notice / NOV LTR	15mins	7.95	TR
10/3/14	Out mail / CN		6.48	TR
10/20/14	workcase	10min	4.80	TR
	CN setup	10min	4.80	TR
12/1/14	research	10min	4.80	TR
	meeting	10min	4.80	TR
1/5/15	research / work case	30min	14.40	TR
1/6/15	prep for wits	30min	14.40	TR
	case / SM EVIDENCE			
1/7/15	NOV / NOV prep	30min	13.50	B. Reilly
	Out mail / NOV-PO		6.48	TR
2/26/15	Prep SM F.O. * Result	15min	8.10	TR
2/26/15	POSTAGE	"	.68	TR

0.00  
 0.00  
 28.80+  
 91.20+  
 14.40+  
 7.20+  
 2.40+  
 28.80+  
 7.95+  
 6.48+  
 28.80+  
 7.95+  
 6.48+  
 4.80+  
 4.80+  
 4.80+  
 4.80+  
 14.40+  
 14.40+  
 13.50+  
 6.48+  
 8.10+  
 0.68+  
 207.22

1072

Total Time

Liaison: Nicole: .52  
 Upper Keys: Lisette: .51 Diane: .52 Wanda: .58  
 Lower Keys: Martina: .50 Nancy: .63 Shannon: .48  
 Middle Keys: Kathleen: .54 Ronda: .84 Cynthia: .80 Joel: .48 Lynn: .48 Traci: .48  
 Admins: Sylvia: .47 Brenedy: .45 Teri: .41  
 VEHICLE HOURLY RATE INCLUDES INSPECTOR TIME \$48.00 or .80 per minute

1072

MONROE COUNTY PLANNING AND ENVIRONMENTAL RESOURCES DEPARTMENT

Annual Special Vacation Rental Manager License  
License # VR 15-07



Manager Name: David McGraw

Address: 2 Thurmond Street, Key Largo, FL 33037

Monroe County Subarea: Upper

Issue Date: February 17, 2015 Expires unless revoked according to Law: February 16, 2016

This License hereby certifies David McGraw as a Vacation Rental Manager in Monroe County subject to requirements and standards set forth in §134-1 of the Monroe County Code.

The Vacation Rental Manager shall be:

- (1) The designated contact for responding to complaints made by neighbors against vacation rental tenants; and
- (2) Responsible for maintaining the guest register, leases and official complaint response records for a vacation rental unit as required by in §134-1 of the Monroe County Code.

*Townesley Schwab*  
Townesley Schwab  
Senior Director of Planning & Environmental Resources

Date

*2-17-15*

*David McGraw*  
David McGraw  
Vacation Rental Manager

Date

*3-2-2015*

APPLICATION  
MONROE COUNTY  
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT RECEIVED



FEB 13 2015  
MONROE CO. PLANNING DEPT

Request for a Special Vacation Rental Manager License

Vacation Rental Manager License Application Fee: \$106.00

Date of Submittal: 2 / 11 / 2015  
Month Day Year

Applicant/Vacation Rental Manager:

DAVID McGraw  
Name

2 Thurmond ST, Key Largo FL 33037  
Mailing Address (Street, City, State and Zip Code)

305-393-4518  
Daytime Phone

305-432-3135  
Evening Phone

davemcgraw123@gmail.com  
Email Address

Sub Area (Upper Keys, Middle Keys or Lower Keys): UPPER

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

- Complete vacation rental manager license application
- Correct fee (check or money order to Monroe County Planning & Environmental Resources)

If deemed necessary, the Planning & Environmental Resources Department reserves the right to request additional information.

The license shall be issued for a period of one (1) year and renewable annually.

The vacation rental manager shall reside within and be licensed for only one sub-area of the County where the vacation rental unit is located. The vacation rental manager shall be the designated contact person for responding to complaints made by neighbors against vacation rental tenants and responsible for maintaining the guest register, and official complaint response records for a vacation rental unit.

2/18 - notified mgn.

YR 15-07

**APPLICATION**

The vacation rental manager shall be available twenty four (24) hours a day, seven (7) days a week for the purpose of promptly responding to complaints regarding conduct and behavior of the vacation rental occupants or alleged violations of the vacation rental ordinance.

Complaints to the vacation rental manager concerning violations by occupants of vacation rental units shall be responded to within one (1) hour. The neighbor who made the complaint shall be contacted by phone or in person and informed as to the results of the actions taken by the vacation rental manager. A record shall be kept of the complaint and the manager's response for a period of at least three (3) months after the incident, which shall be available for inspection by the Monroe County Code Compliance Department during business hours.

The guest register shall list all of the vacation rental occupant's names, home addresses, telephone numbers, vehicle license plate and water craft numbers.

Each lease, provided by the owner, and this register shall be kept by the vacation rental manager and made available for inspection by Monroe County Code Compliance Department personnel during business hours.

After notice is given to the vacation rental manager and a public hearing is held, a vacation rental manager license shall be revoked by the planning commission and/or fines levied by the code enforcement special master or court of competent jurisdiction upon finding of: a) a total of two (2) or more "no responses" to complaints registered by the public concerning tenants not following terms of the Tenant's Agreement during any single year of the vacation rental manager's license; or b) two (2) or more violations of the duties and responsibilities of a vacation rental manager. An individual who has had his vacation rental manager's license revoked shall not be eligible to resubmit an application for obtaining a new vacation rental manager license until two (2) years after the date of revocation of his license.

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

Vacation Rental Manager Signature: David McGraw Date: 2-11-2015

Printed Name of Manager: DAVID MCGRAW

Sworn before me this 12<sup>th</sup> day of February, 2015

Lynnda Munshower  
LYNDA MUNSHOWER  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm # EE052059  
Expires 3/10/2017  
My Commission Expires

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

MONROE COUNTY, FL

ITEM 1 OF 1

MISCELLANEOUS FEE RECEIPT

RECEIPT # : 02000022569

PRINT DATE : 02/17/2015

RECEIPT DATE : 02/17/2015

PRINT TIME : 09:07:49

OPERATOR : creechg

COPY # : 1

RECEIVED BY : CREECHG  
 REC'D. FROM : SUNSET BEACH WEDDIN  
 NOTES .....: David McGraw  
 VR 15-07

CASH DRAWER: 02

CUSTOMER ID	ITEM	PAYMENT
1.000	MISCELLANEOUS-VACATION MA	106.00
TOTAL		106.00

METHOD OF PAYMENT	AMOUNT	REFERENCE NUMBER
CHECK	106.00	1076
TOTAL RECEIPT :	106.00	



## Detail by Entity Name

### Florida Non Profit Corporation

KEY LARGO LIGHTHOUSE BEACH HOMEOWNERS ASSOCIATION, INC

### Filing Information

Document Number	N15000004041
FEI/EIN Number	NONE
Date Filed	04/21/2015
State	FL
Status	ACTIVE

### Principal Address

2 THURMOND ST  
KEY LARGO, FL 33037

### Mailing Address

2 THURMOND ST  
KEY LARGO, FL 33037

### Registered Agent Name & Address

MCGRAW, DAVID  
2 THURMOND ST  
KEY LARGO, FL 33037

### Officer/Director Detail

#### **Name & Address**

Title D/P

MCGRAW, DAVID  
2 THURMOND ST  
KEY LARGO, FL 33037

Title D

MCGRAW, MARIANA  
2 THURMOND ST  
KEY LARGO, FL 33037

Title D

MUNSHOWER, LYNDA  
2 THURMOND ST  
KEY LARGO, FL 33037

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

04/21/2015 -- Domestic Non-Profit

[View image in PDF format](#)

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State of Florida, Department of State

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BRITTANY N. MILLER  
AISLYNN THOMAS-McDONALD

ALL CORRESPONDENCE TO:  
90130 OLD HIGHWAY  
TAVERNIER, FLORIDA 33070  
(305) 852-8440 FAX (305) 852-8848

MIAMI OFFICE  
9350 S. DIXIE HIGHWAY, SUITE 1400  
MIAMI, FLORIDA 33156  
(305) 670-7546 FAX (305) 514-0639

May 12, 2015

Steven T. Williams  
Assistant County Attorney  
Monroe County  
1111 12<sup>th</sup> Street, Ste. 408  
Key West, FL 33040

Via email: Williams-Steve@MonroeCounty-FL.Gov  
and regular U.S. Mail

Re: Stipulated Agreement - CE14030127 Thurmond Street Partners LLC/McGraw

Dear Mr. Williams:

In accordance with our previous discussions and the above-referenced stipulated agreement, enclosed please find copies of the following:

1. Termination of Condominium recorded on May 6, 2015 in OR Book 2738 at page 2373.
2. Declaration of Covenants, Easements and Restrictions establishing the Homeowners Association for the subject property, recorded on May 7, 2015 in OR Book 2739, at pages 1295.

We trust the enclosed bring our client into compliance under the agreement.

If you have any questions, do not hesitate to contact me.

Sincerely,



JAMES S. LUPINO, ESQUIRE  
JSL:dkc

Enclosures

cc: client



This Instrument was Prepared by:  
James S. Lupino, Esq.  
HERSHOFF, LUPINO & YAGEL, LLP  
90130 Old Highway  
Tavernier, Florida 33070

Doc# 2027545  
BKN 2738 P#H 2373

### PLAN FOR TERMINATION OF CONDOMINIUM

THIS PLAN OF TERMINATION ("PLAN") is made the 4<sup>th</sup> day of May, 2015 (by THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC. ("Developer"), a Florida corporation identified in the Declaration of Condominium recorded in Official Records Book 2694, Page 451 of the Public Records of Monroe County, Florida on July 17, 2014 joined by the property Owner, to wit: Thurmond Street Partners, LLC ("Owner"), the said parties announce this plan of termination of the condominium for the property legally described herein as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A"

and the property address is: 2 Thurmond Street, Key Largo, FL 33037

NOW THEREFORE, in accordance with the Declaration of Condominium and Section 718.117, Florida Statutes, Developer and Sole Owner hereby declare the following:

Pursuant to Article 20 of the Declaration, Developer joined by the Owner of the aforesaid real property hereby withdraws the Condominium Property from the provisions of the Condominium Act. The Declaration of Condominium shall no longer exist from and after the date of this Termination is recorded in the Public Records of Monroe County, Florida. This Plan of Termination shall be void if not recorded in the Public Records of Monroe County, Florida on or before May 30, 2015. All property is owned by Thurmond Street Partners, LLC, who by signing this Plan for Termination hereby consents.

No separate Condominium Association corporate entity was formed.

Thurmond Street Partners Condominium Association, Inc.'s address is 2 Thurmond Street, Key Largo, Florida 33037. Thurmond Street Partners Condominium Association, Inc., in its capacity as Termination Trustee, shall have all power and authority to take any action required under Chapter 718, Florida Statutes.

Pursuant to Article 20 of the Declaration, the Association hereby certifies that the Declaration and the Condominium have been terminated as required by the Declaration.

Thurmond Street Partners, LLC, a Florida limited liability company, upon the recording of this Termination, will own 100% of the property previously comprising the intended Condominium, including any property intended to be association property now or in the future, common surplus, all of the proceeds from the sale of any condominium property, all insurance proceeds or condemnation proceeds that are not used for repair or reconstruction.

This Termination is a covenant running with the land comprising what was the declared

Condominium Property and each present and future owner of interest therein and their heirs, successors and assigns are hereby subject to this Termination.

Effective immediately upon the recordation of this Plan of Termination in the Public Records of Monroe County, Florida, all of the property which was submitted to the condominium form of ownership by the Declaration of Condominium, shall be removed from the provisions of the Condominium Act, terminating the Condominium established by the Declaration of Condominium, and the ownership of all of the property that was previously subject to the Declaration of Condominium shall now vest in Thurmond Street Partners Condominium Association, Inc.

There are no mortgages, encumbrances, or liens affecting the condominium property.

This Termination shall become effective upon recording amongst the Public Records of Monroe County, Florida.

IN WITNESS WHEREOF, our hands and seals this 4th day of May, 2015.

Witnesses:

Developer:

THURMOND STREET PARTNERS  
CONDONMINIUM ASSOCIATION, INC.

By: David McGraw  
David McGraw, as President

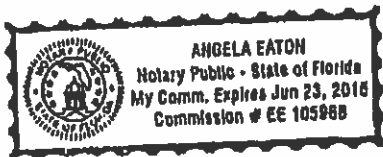
Angela Eaton  
Angela Eaton  
Print Name

J. Diaz  
Jose H. Diaz  
Print Name

STATE OF Florida )  
COUNTY OF Monroe )

The foregoing instrument was acknowledged before me this 4th day of May, 2015, by DAVID McGRAW as President of THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION, INC., who is personally known to me or who has produced Florida D.I. as identification.

Angela Eaton  
Notary Public



Witnesses:

Owner:

THURMOND STREET PARTNERS, LLC

Angela Eaton

Angela Eaton  
Print Name

[Signature]

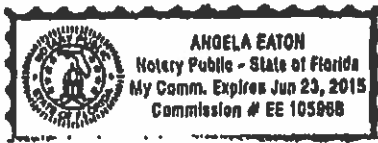
Joyce Diaz  
Print Name

By: David McGraw  
David McGraw, as President  
owner

STATE OF Florida )

COUNTY OF Monroe )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of May, 2015, by DAVID MCGRAW as owner/president of THURMOND STREET PARTNERS, LLC, who is personally known to me or who has produced Florida D.L. as identification.



Angela Eaton  
Notary Public

Angela Eaton  
Print Name of Notary Public  
My Commission Expires:

Prepared by and after recording return to:  
James Lupino, Esquire  
Hershoff Lupino & Yagel, LLP  
90130 Old Highway  
Tavernier, FL 33070

Doc# 2028027 05/07/2015 3:59PM  
Filed & Recorded in Official Records of  
MONROE COUNTY AMY HEAVILIN

Doc# 2028027  
Bk# 2739 Pg# 1295

**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS  
FOR KEY LARGO LIGHTHOUSE BEACH HOMEOWNERS ASSOCIATION**

This DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS made this 7<sup>th</sup> day of May, 2015, by THURMOND STREET PARTNERS, LLC, a Florida limited liability corporation, its successors and assigns, hereinafter referred to as the "Developer".

**WITNESSETH:**

WHEREAS, Developer owns real property (hereinafter "Property"), located in Monroe County, Florida, as described further on Exhibit "A", attached hereto; and

WHEREAS, Developer desires to construct a ten (10) unit single family residential community to be named "KEY LARGO LIGHTHOUSE BEACH" (hereinafter "Community"); and

WHEREAS, Developer wishes to subject the Property to the covenants, restrictions, easements and provisions in this Declaration and such others that may arise in the future; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the Community and for the maintenance of certain common areas, and to this end, desires to subject the Property to the covenants, restrictions, easements, charges and liens hereinafter set forth, and those which may arise in the future, each of which is for the benefit of the Property and each subsequent owner of all or part thereof; and

WHEREAS, Developer wishes to preserve the aesthetics, values and existing amenities within the Community and desires to create a homeowners' association to which should be assigned certain powers, including maintaining and administering the common areas, entrance area, roads, signage, features and landscaping; administering and enforcing the covenants and restrictions; and collecting and disbursing the assessments and charges hereinafter created, as may be amended from time to time.

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, transferred, sold and conveyed subject to the following provisions, covenants, restrictions, easements, and reservations. Said provisions, covenants, restrictions, easements, and reservations are for the purpose of protecting the value and desirability of, and shall run with, the Property and be binding upon and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof and their heirs, successors and assigns.

**ARTICLE I  
DEFINITIONS**

When used in this Declaration, the following words shall have the following meanings, unless the context clearly reflects another meaning:

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association filed with the Florida Department of State, as they may exist and be amended from time to time, a copy of which is attached hereto as Exhibit "B".

"Association" shall mean KEY LARGO LIGHTHOUSE BEACH HOMEOWNERS' Association, Inc., a not-for-profit Florida corporation.

"Association Documents" shall mean those documents containing provisions binding the Association and governing or regulating the use and enjoyment of the Property. Such documents shall include, but not be limited to, this Declaration, Articles of Incorporation, Bylaws, and Rules and/or Regulations of the Association, as may be amended from time to time.

"Board of Directors" or "Board" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association, as they may exist and be amended from time to time, a copy of which is attached hereto as Exhibit "C".

"Common Areas" or "Common Area" shall mean all real property to be owned by, leased, dedicated, conveyed or for which a license or privilege to use is granted to the Association for the common use and enjoyment of the Owners, their agents, assigns and invitees, together with any improvements thereon, and any other areas which are now or hereafter specifically designated, dedicated, deeded or leased as such to the Association. As used herein "Common Areas" shall include, among other things, (i) all improvements and equipment located in or on the Common Areas, including, without limitation, any private roadways, signage, entry gate, entry features, structures, street lights, pedestrian paths and irrigation systems; (ii) any, recreation facilities, public parking areas, seawalls and docks.

"Common Expenses" shall mean all expenses incurred by the Association in connection with its ownership, maintenance and other obligations set forth herein.

"Community" shall mean the ten (10) unit single family residential community to be named "KEY LARGO LIGHTHOUSE BEACH".

"County" shall mean Monroe County, Florida.

"Declaration" shall mean this instrument and all Exhibits hereto.

"Developer" shall mean THURMOND STREET PARTNERS, LLC, a Florida limited liability company, its successors or designated assigns.

"Dwelling" shall mean and refer to a single family structure situated upon a Lot designed and intended for use and occupancy as a residence.

"Lender" shall mean and refer to a bank, life insurance company, investment brokerage company, federal or state savings and loan association, real estate or mortgage investment trust, qualified pension/IRA, Federal Housing Administration, the Veterans Administration or any agency of the United States of America or any entity generally recognized in the community as an institutional lender.

"Lot" shall mean and refer to any individual plot of land shown on the Site Plan, with the exception of the Common Areas, which is intended for use and construction thereon of a Dwelling. The term Lot shall also include the Dwelling located thereon when a residence has been constructed on the Lot.

"Member" shall mean and refer to all those Owners who may be designated as Members of the Association in this Declaration.

"Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

"Plat" or "Plats" shall mean any plat or plats recorded in the Public Records of Monroe County, Florida, now or hereafter affecting any or all of the Property, as amended or supplemented from time to time.

"Property" shall have the meaning given to it in the Recitals section of this Declaration.

"Rules and Regulations" shall mean the Rules and Regulations of the Association as may be adopted by the Board, as amended from time to time.

"Site Plan" shall mean the site plan of the Community, as it may exist and be amended from time to time, a copy of which is attached hereto as Exhibit "D".

"Supplemental Declaration" or "Supplement" shall mean an amendment or supplement to this Declaration properly executed and recorded in the Public Records of Monroe County, Florida.

"Time-sharing" shall mean and refer to joint ownership or rental of a Lot by more than one person, excluding immediate family members, who take turns occupying the property. Joint ownership also refers to ownership by a limited liability company, partnership, corporation, S corporation, and/or entities with more than one individual person or immediate family members as owners.

"Turnover Date" means the date the Developer ceases to exist as a Class B Member, as described in Article 5.9 hereof.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be transferred, sold, conveyed and occupied and subject to this Declaration is located in Monroe County, Florida, and is described on Exhibit "A", attached hereto. By filing of a Supplemental Declaration, additional real property may be subjected to this Declaration. Declarant reserves all rights and powers provided in this Declaration, including, without limitation, the right to amend the Site Plan for the purpose of decreasing or increasing the aggregate number of Dwellings buildable on the Property, and those additional rights, reservations and exemptions set forth herein.

## ARTICLE III COVENANT FOR ASSESSMENTS

3.1 Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay regular Annual Assessments, Special Assessments and Maintenance Assessments. Such assessments will be fixed, established and collected from time to time as hereinafter provided at a uniform rate applicable to each Lot within the Community. The Annual, Special and Maintenance Assessments (collectively "Assessments") may be imposed by the Developer in its reasonable discretion or by the Association. The charges imposed together with such interest thereon and costs of collection thereof, including court costs and reasonable attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made until the assessment is paid in full. All Lots shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of this Declaration, including, but not limited to, the continuing lien herein described. Each such assessment, together with such interest, costs for collection thereof and attorneys' fees as hereinafter provided, shall be the personal obligation of the party who is the Owner of such Lot at the time when the assessment falls due.

3.2 Upon closing and conveyance of a Lot by the Developer to an Owner, the Annual Assessment shall be assessed on a pro-rata basis for the remaining days in the calendar quarter and will be paid to the Association. Thereafter, the Owner will be subject to the Assessments in the same manner as the Owners of all the other Lots.

3.3 Notwithstanding the provision above, until the Turnover Date, the Developer shall not be subject to any of the Assessments as to Lots which are owned by the Developer. The Developer shall fund any deficit for payment of the general operating expenses of the Association for as long as the Developer is exempt from the Assessments as provided herein, provided that the Developer shall not be obligated to contribute to or pay for funding any reserves for capital expenditures or deferred maintenance, capital improvement funds, or Special Assessments. Prior to the Turnover Date, the Developer shall have the right, but not a duty, to waive the exemption from the Assessments, at which time the Lots owned by the Developer shall be subject to the Assessments in the same manner as the Owners of all other Lots in the Property. After the Turnover Date any remaining Lots owned by the Developer shall be subject to the Assessments in the same manner as the Owners of all other Lots in the Property.

3.4 Purpose of Assessments. The Annual and Special Assessments levied by the Association shall be collected by the Board for the purpose of maintaining the Property in a manner consistent with the community-wide standard and as otherwise required under the Association Documents for the promotion of recreation, health, safety and welfare of the residents of the Community including but not limited to the following:

A. Improvements, maintenance and repair of Common Areas, including, but not limited to the cost of maintaining:

1. All roads, ingress and egress areas, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas;
2. All Common Areas including lawns, shrubs, trees and other plantings located on the Common Areas;
3. All equipment and facilities owned by or acquired by the Association located on the Common Areas or recreation areas, if any;
4. Walls, fences, signs, street lights, entry features, planters and fountains located on the Common Areas;
5. Operation, maintenance and repair of any equipment and/or system upon the property, including but not limited to: any portion of any storm water management system, water, water systems, generators and/or any other equipment located on Common Areas;
6. Painting of fences and entry gates that are part of or appurtenant to improvements constructed on the Common Areas.
7. Operation, maintenance, repair and restoration of all docks and seawalls included as a Common Area.

B. Maintenance or repair of electrical lighting, emergency generator, or any other necessary utility services for the Common Areas and the sprinkler system in the Common Areas.

C. Maintenance, improvement and operation of sewage facilities to the extent not maintained by Monroe County. The cost of access lines for connection to any public sewage facility, as may be required by Monroe County, and any monthly charges related thereto which may be assessed to the

Association, if any. The cost of individual connection fees may be charged and/or assessed by the municipality separately to each individual property unit or owner and shall therefore be each owner's individual responsibility for payment.

D. Installation, maintenance, improvement and operation of drainage and utility facilities and easements to the extent not maintained by Monroe County;

E. Hiring of professional advisors, management companies and payment of management fees and charges;

F. Hazard insurance covering the full insurable replacement value of the equipment, facilities and personal property located on the Common Areas with extended coverage;

G. Liability Insurance insuring the Association against any and all liability to the public, to any Owner, or to invitees or tenants of any Owner arising out of their occupation or use of the Common Areas. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased at the discretion of the Association.

H. Workers compensation insurance to the extent necessary to comply with Florida Statutes, and any other insurance deemed to be necessary by the Board of Directors.

I. Acquisition of equipment for the Common Areas as may be determined by the Board, including, without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas.

J. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors for the operation of the Common Areas, for the benefit of the Owners, or for the enforcement of the restrictions set forth herein.

K. Establishment of reserve accounts for capital expenditures and deferred maintenance for the Common Areas;

L. Payment of real property taxes, personal property taxes and other assessments levied against the Common Areas.

M. Repayment of deficits, if any, previously incurred by the Developer or the Association if created, in making capital improvements to or upon the common areas, and/or in furnishing the services and facilities provided herein or for the Members of the Association; and

N. Doing any other thing necessary or desirable in the judgment of the Developer or the Association to benefit or improve the Community, to keep the Community neat and attractive, to preserve or enhance the value of the properties therein, to eliminate fire, health or safety hazards, or any other thing which, in the judgment of the Developer or the Association, may be of general benefit to the Owners or occupants of lands included in the Community.

3.5 In addition to the Annual Assessments, the Developer or the Association may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto, or for any other expenditure approved by the Board. Any such assessment shall have the assent of fifty one percent (51%) of the total number of votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all



Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

3.6 The Annual Assessments shall be payable in advance in monthly installments, or in annual, semi or quarter-annual installments if so determined by the Board of Directors of the Association (absent which determination they shall be payable monthly). The assessment amount (and applicable installments) may be changed at any time by said Board from that originally stipulated or from any other assessment that is in the future adopted. The original assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, at any appropriate time during the year), but the amount of any revised assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year. The due date of any special assessment shall be fixed in the Board resolution authorizing such assessment.

Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

3.7 Rates of Assessments. Each Unit shall be assessed a proportionate 1/10th amount of the total estimated operating expenses of the Association, as well as any special and other assessments as may otherwise be provided for or required.

3.8 The Board shall fix the date of commencement and the amount of the Assessments against each Lot for each assessment at least thirty (30) days in advance of such date or period. Not later than fifteen (15) days after fixing the date of commencement and amount of Assessments, the Association shall notify Lot Owners by sending written notice of such commencement date and amount to said Lot Owners at the addresses as shown on the current roster of Members.

3.9 Individual Assessments. The Board of Directors of the Association shall assess and impose an Individual Assessment upon any Owner whose use and treatment of his Lot and/or the common areas and amenities increases the maintenance cost of the Association

3.10 Records of Assessments and Payments. Written notice of Assessments shall be sent to Owners and the Association shall upon demand at any time, furnish an Owner with receipt of whether the Assessments have been paid. The receipt shall serve as evidence and proof of payment.

3.11 Effect of Nonpayment of Assessments. If an Assessment is not paid within thirty (30) days from the date when it becomes due, a late charge or administrative charge, not to exceed the greater of \$25.00 or five percent (5%) of the amount of such unpaid installment, may be levied by the Association and the Assessment shall bear interest from the date when due at the rate of eighteen percent (18%) per annum. The Association may, at any time thereafter, record a lien against said Lot in the Public Records of Monroe County, Florida, and bring an action to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the costs of any such action, including reasonable attorneys' fees to all levels of appeal. In the event a judgment is obtained it shall include interest as above provided and reasonable attorneys' fees to be fixed by the Court, together with costs of the action.

In addition to other rights, remedies and obligations with regard to delinquent Assessments, any Owner as to whom there is or whose Lot is subject to a delinquent Assessment, including, without limitation, persons acquiring title by operation of law or by judicial sale, will not be entitled to the enjoyment of the Common Areas until such time as all unpaid and delinquent Assessments due and owing with respect to such Lot or from such Owner and any predecessor Owner have been paid in full.

3.12 The lien of the Assessment shall be subordinate to the lien of any mortgage to an Institutional Mortgagee unless the claim of lien is recorded prior to the mortgage. Such subordination shall apply only to the Assessments attributable to the parcel which are due prior to a sale or transfer pursuant to a foreclosure or any

proceeding in lieu of foreclosure. Said sale or transfer shall not relieve the Lot from liability for any Assessment thereafter becoming due or from the lien of any subsequent assessment.

3.13 The Association may not file a claim of lien against a parcel for unpaid assessments unless a written notice or demand for past due assessments, as well as any other amounts owed to the Association pursuant to the governing documents, has been made by the Association. The written notice or demand must provide the owner with 45 days to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand and must be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the parcel owner at his or her last address as reflected in the records of the Association, if the address is within the United States, and to the parcel owner subject to the demand at the address of the parcel if the owner's address as reflected in the records of the Association is not the parcel address. If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient.

#### ARTICLE IV MAINTENANCE

4.1 Lot Owners shall be responsible for any and all maintenance associated with their Lot and residence, including, but not limited to landscaping, roof replacement, replacement of damaged or destroyed portions of their residence, broken glass or torn screens, interior and exterior maintenance, cleaning and painting, maintenance of the decks, patios, courtyard gardens and walkways. Lot Owners shall also be responsible for maintenance, repair or replacement of any and utility pipes (including but not limited to water and sewer), electric, cable and/or telephone lines and/or wiring located on their property, their driveway from their residence to the roadway providing access to such residence.

4.2 In the event that any of the Improvements located on any Lot are destroyed or damaged as a result of any cause, including, but not limited to aging, fire, windstorm, flood, hurricane or tornado, the Owner of such Improvements shall cause repair or replacement of such Improvements to be commenced within sixty (60) days from the date of insurance settlement, and to complete the repair or replacement within nine (9) months thereafter, but no later than twelve (12) months as a result of any cause. Each Owner shall, in the event of loss or damage to his/her Lot, remove all debris within fifteen (15) days of the event. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance and shall make such repairs within 45 days of the causing effect.

4.3 In the event that the Owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed Improvements within the time periods provided for herein, then in that event, the Association shall be deemed to have been granted the right by the Owner, but not the obligation, to commence and/or complete the repairs sufficient to substantially restore the Improvements to their original condition, according to the plans and specifications of the original Improvements, and all Association costs of repair shall be paid by the Lot Owner.

4.4 In the event that the Association exercises the rights afforded to it in this section, the Owner of the subject Lot shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damage or destruction of the Improvements.

4.5 For this purpose, the Owners of the Lots agree to provide for the Association to be named as an additional insured under all hazard, wind and flood insurance policies relating to their Lots and the Improvements constructed thereon. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the Improvements provided for above, taking into account local construction costs and property values as they may, from time to time, exist. In the event that an Owner refuses to increase such insurance coverage deemed reasonably necessary to replace the residence by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become null and void, the Association may purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable in all respects, together with interest, reasonable

attorneys' fees and cost of collection, as provided for in connection with and under the same terms and conditions as the other Assessments of the Association.

4.6 Any and all costs incurred by the Association in effectuating the repair or replacement of damaged or destroyed Improvements shall become due and payable in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as other Assessments of the Association including the right of the Association to impose a lien for nonpayment of such costs, together with management oversight fee equal to 15% of the repair and replacement costs and any attorney fees and costs involved.

ARTICLE V  
STRUCTURE, POWERS AND DUTIES OF MEMBERS, AND  
MEMBERSHIP/VOTING RIGHTS IN THE ASSOCIATION

5.1 Association. The Association is a Florida not-for-profit corporation charged with the duties and vested with the powers prescribed by law and set forth in this Declaration and the Association Documents. Neither the Articles of Incorporation nor the Bylaws of the Association shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail.

5.2 The officers and directors of the Association shall be required to be either (1) Members of the Association, or (2) officers, directors, member, agents, representatives, designees or employees of the Developer. The Board of Directors and such officers as the Board may elect or appoint shall conduct the affairs of the Association in accordance with this Declaration, the Articles of Incorporation and the Bylaws of the Association.

5.3 Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the Bylaws to the contrary, the Developer shall be entitled to select a majority of the members of the Board of Directors until such time as Developer has sold, transferred or conveyed at least seventy six percent (76%) of the total number of Lots within the Community to third parties

5.4 The Association is created for the purpose of and shall be responsible for management, maintenance, operation and control of the Common Areas. The Association shall be the primary entity responsible for the enforcement of this Declaration and such reasonable rules regulating the use of the Property as the Board may adopt. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles of Incorporation and Chapter 720 of Florida Statutes.

5.5 The Association shall be responsible for the maintenance, operation and repair of all Common Areas including, but not limited to (a) landscaping, maintenance and irrigation of the Common Area, and for the operation, maintenance, repair and restoration thereof; (b) maintenance of all parking areas, sidewalks; (c) maintenance of mechanical equipment and facilities owned by the Association located on the Common Areas or recreation areas; (d) maintenance of all seawalls, docks, canals and waterways owned by the Association within the property, (if any), as well as the canals not owned by the Association within the Property to the extent permitted by the governmental authority having jurisdiction thereof. Maintenance shall include but is not limited to preservation of shorelines; (e) providing for insect, pest and aquatic control to the extent that it is necessary or desirable in the judgment of the Association to supplement the service provided by the state and local governments; (f) providing lighting for roads, driveways, sidewalks, walking and bike paths; construction of improvements on the Property and easements as may be required and as authorized herein; (g) In addition to the maintenance herein provided, provide landscape maintenance to all Lots or exterior maintenance upon any improvements or structures erected upon any Lot which, in the Association's opinion, requires such maintenance because said improvements or structures are being maintained in a sub-standard manner, as more specifically set forth herein:

5.6 The Association shall also be responsible to take any and all actions necessary to enforce all covenants, conditions and restrictions set forth in this Declaration and to perform any of the functions or services

delegated to the Association in this Declaration or in the Association Documents; conduct the business of the Association, including, but not limited to, administrative services such as legal, accounting, and financial, and communications services informing the Members of activities, notices of meetings, adopt, publish and enforce Rules and Regulations as the Board deems necessary, and other important events; adopt standards of maintenance and operation; secure all liability and hazard insurances for the Common Areas and other insurances as deemed appropriate by the Board; provide patrol of the Association Property, including but not limited to the employment of patrol guards; maintain and control centers for the protection of persons and property within the Property.

5.7 Notwithstanding the availability of other remedies set forth elsewhere in this Declaration, the Association shall also have the power to assess reasonable fines to enforce any of the provisions of this Declaration, the By-Laws or rules and regulations promulgated in connection therewith, provided only that appropriate notice and right to appear be granted to any subject to such fines.

5.8 **Membership.** Each Owner of a fee or undivided fee simple interest in any Lot within the Community, shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Lot giving rise to such membership and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Lot and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant to such Lot to the new Owner thereof.

If any such Owner is not a natural person, the subject entity shall designate a natural person who shall be the Primary Occupant and such natural person shall exercise the Lot's membership rights. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members, However, each Lot shall be entitled to only one vote and therefore only one Owner for each Lot shall be entitled to and designated (as set forth herein below) to vote such Lot's voting interest.

5.9 **Voting Rights.** The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be the record owner of a fee simple interest or undivided fee simple interest in any Lot within the Community, with the exception of the Developer until the Turnover Date. Class A Members shall be entitled to one vote for each Lot owned within the Community. When more than one (1) person holds an interest in any such Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the owners determine, but all owners shall designate in writing to the Board of Directors at the time of purchase who shall cast the vote for such Lot. In no event shall more than one (1) vote be cast with respect to any such Lot. This designation may be changed annually by written notice given to the Association, signed by all property owners in title.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote which the Class A members are entitled to cast in the aggregate.

The Class B membership shall cease and become converted to Class A membership upon the earliest to occur of the following events:

1. Thirty (30) days after the Developer has sold, transferred or conveyed at least seventy six percent (76%) of the total number of Lots within the Community.
2. At any time prior thereto when, at its discretion, the Developer so determines and declares in a recorded instrument.

at which time the Class A Members will be obligated to elect the Board and assume control of the Association (the "Turnover Date").

ARTICLE VI  
COMMON AREA, COMMON ELEMENTS AND EASEMENTS

6.1 Common Area. Developer shall transfer title to the Common Area by special warranty deed to the Association by the Turnover Date. The Association shall take title to the Common Area in "as is" condition, without any representation or warranty, express or implied, subject to taxes, restrictions, limitations, conditions, reservations, and easements of record.

6.2 The Owners acknowledge that the construction of other facilities as shown on the Site Plan are subject to the Developer receiving the necessary permits and approvals from the applicable governmental authorities, and therefore the Developer cannot assure that other facilities will be constructed or completed.

6.3 Fee simple title to each unit shall include a 1/10 undivided interest in the Common Area. The undivided interest in the Common Area is deemed to be conveyed or encumbered with each respective Lot whether or not separately described. There shall be no division or separation of the fee simple title in the Common Area and any such attempts shall be unenforceable. The ownership interest of the Owners in the Common Elements and use of the Common Area shall be subject to the rights of the Association to grant permits, licenses, agreements and easements over the Common Area for the utilities, roads and other purposes deemed necessary or useful for the proper use, maintenance or operation of the Property.

6.4 Common Areas may be used by Owners for special events with prior approval by the Association. Use of the Common Areas shall be subject to the terms and provisions of this Declaration and the other Association Documents, including Rules and Regulations as may be imposed by the Association. Subject to the terms hereof, every Member shall have a privilege and easement of enjoyment in and to the Common Areas, together with a non-exclusive easement of ingress and egress over the roadways in the Property, and such privilege and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to charge all Owners reasonable fees for the upkeep, maintenance and repair of the Common Areas, equipment, or structures situated upon the common areas.
- B. The right of the Association to dedicate, transfer or grant an easement or property rights to all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members
- C. The right of the Board to promulgate, modify, amend and enforce reasonable Rules and Regulations to use and enjoyment of the common areas, and to restrict use by any party for failure to abide by such Rules and Regulations.
- D. Utility easements are hereby reserved throughout the property as may be required to adequately serve the property.

6.5 Easements over Common Area. The Association has the responsibility to maintain the easement over the Common Area except those which shall be the sole responsibility of a public entity or utility company. No Owner or Member shall place or permit to be placed any structure and/or encumbrance on the Common Area.

6.6 Each Lot and the Common areas shall be and hereby are made subject to easements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to water and sewage system, electric and gas service, drainage and telephone) and the roadways and driveways and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Lot or the Common Areas in furtherance of such easements.

6.7 A non-exclusive general easement for ingress and egress is hereby granted over the Common Area, to Monroe County, Florida for all governmental services and purposes, and to all police, sheriff, security, fire

protection, ambulance, and all other similar emergency agencies or persons and to all trash collection and school transportation personnel, utility providers and service to enter upon all streets and the Common Areas in the Community for the necessary performance of their duties.

6.8 The Association, its respective officers, agents, employees, and assigns, is hereby granted a non-exclusive easement upon, across, over, in, and under the Property and a right to make such use of the Property as may be necessary or appropriate to make repairs or to perform the duties and functions which the Association is obligated or permitted to perform. The Association shall not unreasonably interfere with the rights of the Owners in the use of this easement.

6.9 Developer and its agents, realtors, salespersons, employees, contractors, subcontractors and suppliers, shall have an easement of ingress and egress over, under and across the Common Properties for construction purposes and to erect, maintain, repair and replace, from time to time, signs on the Common Properties for the purposes of advertising and sale of Residences and/or Lots and for the operation of any permitted enterprise within the Property. In the event of such construction, portions of the Common Properties may be shut off from general access and use, and noise, dust and other disturbances will be likely. All Owners hereby agree that such disturbances have been accepted by them and they waive any and all claims or objections as a result of or in relation to such disturbances. No liability shall be assumed by Declarant by reason of the foregoing.

6.10 Dockage. The pier dock on the property is for common use and enjoyment of all lot owners. Lot owners may, on a first come, first serve basis, be permitted to leave a watercraft at the pier for a maximum of ten (10) consecutive days, subject to governing tides, etc. that could affect dockage capabilities. No watercraft shall be permitted to be left at the dock if Owner is not in residence. All dockage of watercraft is at Owner's risk. The Association shall not be responsible for damage to docked watercraft. All dry storage of watercraft shall be permitted only as governed by this Declaration and associated Rules and Regulations, and any other governing documents, and only within the boundaries of each Owner's property. Owner shall be responsible to the Association for any and all repair costs to the pier dock caused as a result of the usage of the pier dock. The Association shall provide the Owner with a repair costs billing. If the billing is not paid by the Owner within fifteen (15) days, said costs shall be assessed to the Owner as an Individual Assessment and if said Assessment remains unpaid a lien may be placed against the Owner's residence in accordance with the terms of this Declaration.

6.11 The Developer reserves the right to grant, modify or enter into easements, dedications, buffer areas, agreements, licenses, restrictions, reservations, covenants and rights of way and to modify the boundary lines of the Property (including the boundary lines of the Lots) and to plat or replat portions of the Property. The Association and each Owner agree to execute and deliver any and all easements, deeds, agreements, documents, plats and instruments which are necessary or desirable to accomplish the same. Each Owner and the Association hereby unconditionally and irrevocably appoint the Developer as its lawful attorney-in-fact, coupled with an interest for the purpose of (i) granting, modifying, or entering into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights-of-way, which the Developer determines to be necessary or desirable for the development of the Property, (ii) complying with any of the platting or zoning requirements affecting the Property, and (iii) taking such other action as the Developer may deem necessary and appropriate to develop the Community. Said power of attorney shall be effective on a date hereof, giving and granting unto the Developer full power and authority to do and perform all and every act and thing whatsoever requisite and necessary in furtherance of the foregoing as fully, to all intents and purposes, as such Owner or the Association might take or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that the Developer or its substitute shall lawfully do or cause to be done by virtue hereof.

#### ARTICLE VII INSURANCE

7.1 The Association shall purchase general liability in a sum of not less than one million (\$1,000,000.00) dollars and hazard insurance covering improvements and activities on the Common Area at a

current replacement cost basis in an amount not less than seventy five percent (75%) of the insurable value, directors and officers liability and such other insurance as the Board of Directors deems necessary. Hazard insurance proceeds for losses to any Common Area may not be used other than for the repair, replacement or reconstruction of such property unless the Board of Directors decides otherwise.

7.2 The Association may obtain such errors and omissions insurance, indemnity bonds, fidelity bonds and other insurance as it deems advisable insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from the membership on the Board or any committee thereof. Upon the Board's election, there will be blanket fidelity bonding for anyone (compensated or not) who handles or is responsible for funds held or administered by the Association, with the Association to be an obligee thereunder. Such bonding will cover the maximum funds to be in the hands of the Association or management company during the time the bond is in force.

7.3 It shall be the sole responsibility of Lot Owners to purchase and maintain property damage and liability insurance. The Association may require that each Lot Owner carry hazard insurance for all perils in amounts equal to the replacement cost of the structures situated thereon. The Association shall be named as an additional insured and shall have the authority to request from and be provided by the Lot Owners' a copy of all such insurance policies. In the event that an Owner fails to carry such insurance coverage deemed reasonably necessary by the Association to repair and/or replace the residence, or if the Owner allows the required insurance coverage to lapse, the Association may, but shall not be obligated to, purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable by the Lot owner in all respects, together with interest, reasonable attorneys' fees and cost of collection, as provided for in connection with and under the same terms and conditions as the other Assessments of the Association. Failure to reimburse the Association within forty-five (45) days of notice of placement of insurance by the Association to the Lot Owner shall entitle the Association to file a lien against the property and take all legal and equitable action appropriate to recover sums paid, including, without limitation, foreclosure of the lien which is filed.

#### ARTICLE VIII RESTRICTIVE COVENANTS

8.1 Residential Use: The property may be used for single-family residential living and rentals, both short term and long term. Each Lot shall be occupied as a residence. No Lot may be divided or subdivided.

8.2 Roofs, design and common property elements and Garages. The exterior color and design of all Dwellings and other structures shall be consistent with the original community layout and design constructed by the Developer

8.3 Use of Accessory Structures. No tents, RV's, trailers, shacks, tanks or temporary accessory buildings or structures shall be erected or permitted to remain on any Lot or Common Area without the written consent of the Developer or the Association after Developer has converted all of the Class B shares.

8.4 Commercial Uses. No Owner shall use or permit the use of his/her Lot for any unlicensed commercial activity. Any commercial use or activity on any Lot must first be approved by the Association. Owners shall be on notice that every person, firm or corporation purchasing a Lot recognizes that the Developer, and its agents or designated assigns, have the right to use the Lots or houses erected for sales offices, field construction offices, storage facilities and/or general business offices.

8.5 Hazardous Materials. No storage of hazardous materials shall be allowed. In the event that an Owner violates this provision, such Owner shall be responsible for the maintenance, clean-up, storage, handling and disposal of any hazardous materials on his/her property and any contamination therefrom.

8.6 Nuisances. There shall be no illegal or offensive activity on the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Community. No unlawful activity of any kind shall be permitted within the Community nor shall any portion of the Property be used, in whole or in part, as a storage facility nor shall anything or activity be allowed which will cause the Property to become unclean or untidy. Further, all unsightly objects, material or things which emit obnoxious odors or which may disturb the peace, quiet, safety, comfort, or serenity of the Community, are not allowed.

8.7 Noise. TVs, stereos, musical instruments, and other noise levels, must be kept at a reasonable volume, so as not to disturb others. Noise of such character, intensity and duration as to be detrimental to the life or health of any individual or contrary to the public welfare, especially between the hours of 12:00 p.m. and 7:00 a.m., is prohibited without Association approval.

8.8 Vehicles. All vehicles shall be parked, not stored, on designated spaces and be current and properly licensed. Vehicles owned by Owners, agents, assigns or visitors of Owners shall be parked in the Owner's carport or within the designated common parking area. Commercial vehicles are only allowed temporarily on the Property for the purpose of carrying out activities such as loading and off-loading and making deliveries. All other uses shall be deemed a violation of this provision. The above notwithstanding, boat and personal watercraft trailers which are properly and currently licensed are allowed on the Lots but not on any common areas without Association approval. Recreational Vehicles ("RV"s) and campers shall not be allowed to be parked on-site whatsoever.

8.9 Fences, Walls and Hedges. Except as may be installed by the Developer within certain areas of the Community, no chain link fences shall be permitted.

8.10 Animals. No exotic pets, animals, livestock, poultry, reptiles or amphibians of any kind shall be raised, bred, or kept on any Lot. A combined maximum of two (2) indoor domestic cats, and/or dogs weighing no more than 85 lbs., and other common household pets confined to the interior, such as aquarium fish, hamsters and gerbils may be kept provided they are not kept, bred, or maintained for any commercial purposes or in any manner or quantity which presents a nuisance to other Lot Owners. Each and every pet shall require application to and approval by the Association. Such approval shall be at the discretion of the Association and subject to the Rules and Regulations relating to Pets as may be promulgated and amended from time to time by the Board. All dogs must be leashed at all times when outside of the Owner's Lot. No pets are permitted in any recreation areas, including, but not limited to beach areas. Each pet owner shall be responsible for the removal and disposal of their pet's waste. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents in the Property.

8.11 Subdivision of Lot and Time Sharing. No Lot shall be submitted to any time share, fractional ownership or vacation club form of ownership. No Lot may be subdivided or its boundary lines changed.

8.12 No weed, underbrush or other unsightly growth shall be permitted to grow or remain upon any Lot and no refuse or unsightly object shall be placed or allowed to remain on any Lot. Any property, structure, improvements and appurtenances shall be kept in a safe, clean orderly and attractive condition and all structures shall be maintained in a finished, painted and attractive condition. Nothing shall be done or maintained on any Lot or the Common Areas which may be or become unsightly or a nuisance.

8.13 No lawn or landscaped area may be paved or concreted for the purpose of vehicular parking. No gravel or rock mulch shall be used as ground cover, except in minimal accent landscaping areas.

8.14 Clothes Hanging and Drying: No outdoor clothes hanging or drying activities shall be allowed in the Community.

8.15 Construction. No accessory building, fence, wall or other structure shall be erected, placed or allowed on any Lot.



8.16 Signs. In order to maintain an attractive appearance, no signs, advertisements, notices or other like structures, shall be permitted to be exhibited on any part of the Property by Lot Owners

8.17 Amendments, Modifications Variances and Exceptions. Notwithstanding any provisions of this Declaration to the contrary, prior to the Turnover Date the Developer, its successors and designated assigns, reserves the right to amend, modify, or to grant exceptions or variances from any of the restrictive covenants set forth herein, without notice to or approval by the Members of the Association, provided that such amendments, modifications, exceptions or variances shall be reasonably consistent with the general uniform plan of residential development set forth herein. After the Turnover Date, subject to the terms of this Declaration, the Association will have the right to approve and grant such amendments, modifications, exceptions or variances. Notwithstanding the foregoing, no Amendment shall be made which serves to alter the exterior color and design of the dwellings and overall community plan from the original design as approved by the Developer.

8.18 Rules and Regulations. The use of the Common Area and other property within the Community by an Owner or Owners, and all other parties authorized to use same, shall at all times be subject to the Rules and Regulations as may be prescribed and established by the Association from time to time.

#### ARTICLE IX AMENDMENTS

In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Developer reserves the right to unilaterally amend this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall, in its sole discretion, deem appropriate by preparing and recording amendments hereto, provided however, that this right of unilateral amendment shall expire after the Developer has turned over control of the Association to Lot Owners other than the Developer. Developer's rights shall include, without limitation, the right to amend this instrument in order to correct any errors or omissions, or the dimensions of any Lots, or Common Areas not previously conveyed, so long as any such amendment(s) does not purport to limit or alter the rights afforded any Owners then holding title to Lots in the Properties, purport to change the dimensions of any Lot, or Common Areas previously conveyed or purport to restrict the integrity of the lien of any institutional lender who holds a mortgage on any previously conveyed Lot. Any amendment shall relate back to and become effective as of the date of recording of this Declaration. In addition to any other rights of amendment or modification provided for in this Declaration, in which case those provisions shall apply, this Declaration may be amended by an affirmative vote of Members casting at least seventy five percent (75%) of the total votes of its Members, at a meeting duly called for such purpose pursuant to the Bylaws of the Association; provided, however, that no amendment shall be made which shall in any manner impair the security of any mortgagee having a mortgage or other lien against any one or more of the Lots, or any other record owners of liens thereon; except if such amendment is for the purpose to correct any error or omission in this Declaration or in other documentation required by law. Notwithstanding the foregoing, no amendment may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or which serves to alter the exterior color and design of the dwellings and overall community plan from the original design as approved by the Developer without the written consent of the Developer to any such amendment.

#### ARTICLE X NOTICE OF LEASES AND TRANSFERS

10.1 Leases. An Owner may, at its option, after obtaining all required city, county and/or state licensing, if necessary, lease the Dwelling located on the Owner's Lot, for short term vacation rentals or longer with prior approval of the Board. All pertinent information including but not limited to name, address of the lessee(s) and each person (including children) to occupy the Dwelling under the lease, shall be provided to the Board of Directors. Said lease agreements shall include information confirming that the lessee(s) shall abide by the provisions of this Declaration, all Association documents and Rules and Regulations, specifically including but not limited to parking restrictions and the requirement that each and every pet shall require application to and approval

by the Association. Such approval shall be at the discretion of the Association and subject to all Rules and Regulations relating to Pets as may be promulgated and amended from time to time by the Board, including, but not limited to maximum number and size limitations. Both Owner and lessee(s) shall agree that the Association shall have the authority to proceed directly against the lessee(s) and/or Owner in the event that the lessee(s) is found in violation of any of the provisions of this Declaration or other Association documents. The Association shall have the right to seek reasonable attorney's fees and costs incurred as a result of any action taken as a result of a violation by the lessee, from either lessee(s) or Owner or both, at all levels of the proceeding. Each Owner irrevocably appoints the Association as the Owner's agent authorized to bring actions in the Owner's name and at the Owner's expense including injunction, damages, termination, and eviction. Copies of the Declaration and other Association Documents must be provided by the Owner to the lessee(s), by or on the behalf of the Owner at or before the commencement of the lease term.

10.2 Multiple Owners. De facto time-sharing and/or actual time-sharing shall not be permitted. Ownership or Lease of a Lot by multiple persons (e.g., relatives, friends or business associates), will be subject to the prior written approval of the Association. The sale or lease of a Lot is limited to one family. Specifically, approval will not be given for the sale or lease of a Lot or an interest in a Lot to multiple persons who are not immediate family members (e.g. friends, business associates, relatives, business entities with multiple owners) who may intend that they and/or their families would split occupancy of the Lot into different time periods during each calendar year.

10.3 Notice of Transfer. In the event that any Owner (other than the Developer) desires to sell or otherwise transfer title of his or her Lot, such Owner shall give the Board of Directors at least fifteen (15) days' prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner, including payment of all Assessments, notwithstanding the transfer of title to the Lot. The Association shall, to the extent permitted by law, have the right to require that such transfer of title not be made until any unpaid Assessments pertaining to such Lot are paid in full.

#### ARTICLE XI MISCELLANEOUS

11.1 Duration. All of the covenants, restrictions and other provisions of this Declaration will run with and bind the Property for a term of thirty (30) years from the date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy five (75%) percent of the votes of the Members then existing and by all Institutional Lenders has been recorded in the Public Records of Monroe County, Florida; provided, however, no such agreement to revoke will be effective unless made and recorded at least one (1) year in advance of the effective date of such revocation and unless written notice of the proposed agreement has been sent to all Members and Owners at least ninety (90) days in advance of any signatures being obtained.

Perpetual Existence. The Association shall exist in perpetuity; however, if the Association is dissolved, the property consisting of the surface water management system will be conveyed to an appropriate agency of local government. If this is not accepted, then the surface water management system will be dedicated to a similar non-profit corporation.

11.2 Any awards for the taking of all or any part of the Association Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to Lot Owners equally.

11.3 Conflicts. Should there be any conflict in the terms herein, the terms of this Declaration will prevail over the terms of the Articles of Incorporation, which shall prevail over the terms of the Bylaws. Provisions of this Declaration and the other Association Documents will be read and interpreted consistently.

11.4 **Irreparable Harm.** All Lot Owners hereby acknowledge that any violation of the provisions herein shall constitute a violation of this Declaration, including but not limited to acts by the Owner or his/her family members, guests, invitees, licensees, tenants or servants.

11.5 **Fines and Enforcement.** If any person, firm or corporation, or their respective heirs, personal representative, successors or assigns, shall violate or attempt to violate any provisions of this Declaration (which includes the Association Documents), it shall be the right of the Developer, the Association, or any Owner of any Lot in the Community to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any term or condition of this Declaration, whether such proceeding is to prevent such persons from so doing or to recover damages. If such person is found in the proceedings to be in violation of or attempting to violate any term or condition of this Declaration, such person shall bear all expenses of the litigation, including court costs and reasonable attorneys' fees (including those incurred on appeal) incurred by the party enforcing the term or condition of this Declaration. The Developer and the Association (acting through its Board of Directors) each also shall have the full right and authority to impose fines upon the Owner of any Lot who causes or permits any violations of any terms or conditions of this Declaration. In the event an Owner is in violation of any of the provisions of this Declaration (which includes the Association Documents), and such Owner fails to remedy the violation within a reasonable period of time after written request from the Association, not to exceed ninety (90) days, the Association will have the right, but not the obligation, to take action necessary to cure such violation. The Developer shall not be obligated to enforce any term or condition of this Declaration and shall not in any way or manner be held liable or responsible for any violation of any term or condition of this Declaration by any person other than itself. Failure by the Developer or any other person or entity to enforce any term or condition of this Declaration upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or as to a similar breach occurring prior or subsequent thereto. Issuance of a building permit or license, which may be in conflict with any term or condition of this Declaration, shall not prevent the Developer or any Owner in the Community from enforcing any term or condition of this Declaration.

11.6 **Severability.** Invalidation of any one provision contained herein by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

11.9 **Covenants Running with the Land.** All provisions herein shall constitute servitudes and shall run with the land and be binding upon the owners thereof and will accrue to the benefit of the designated beneficiaries.

11.10 **Parties Bound.** All parties including but not limited to occupants, guests, invitees and lessees of any Owner shall be bound by the provisions of this Declaration. Said parties shall be held responsible for any and all violations which cause damage to the Property.

11.11 **Notice.** Any notice or consent required or permitted to be given by this Declaration must be in writing and delivered by personal delivery or by certified mail, return receipt requested, postage prepaid, addressed to the last known address of the addressee. Any notice given in accordance with the provisions of this section will be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be.

11.12 **Time is of the Essence.** It is agreed that time is of the essence with regard to the terms and provisions of this Declaration and of the other Association Documents.

11.13 **No Partition.** Except as is permitted in this Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any person or entities acquiring any interest in the Property or any part thereof seek any judicial partition, nor shall any Lot be re-subdivided (except by the Developer).

11.15 Construction Activities. Developer, its agents, contractors, subcontractors, licensees and/or other designees may, from time to time, be engaged in construction, excavation, and other activities within or in proximity to the Association Property. By acceptance of a deed or other conveyance or mortgage, leasehold, license or other interest, each such Lot Owner, lender and user and their respective successors and assigns automatically acknowledge, stipulate and agree:

- (a) None of the aforesaid activities shall be deemed a nuisance or offensive activity;
- (b) Not to enter upon or allow other persons under their direction or control to enter upon any portion of Key Largo Lighthouse Beach where such activity is being conducted (even if not being conducted actively at the time of entry, such as at night or otherwise during non-working hours); and
- (c) Declarant, its agents, contractors, subcontractors, licensees and designees, shall not be liable for any direct or consequential losses, damages, injuries or deaths arising from or relating to the aforesaid activities.

11.16 Declarant's Reserved Rights. All of the foregoing property rights are subject to the rights reserved by the Declarant in this Declaration including those rights and exemptions set forth herein.

11.17 Prohibition of Subdivision of Residential Units. Unless pre-approved in recordable form by Declarant, no Residential Unit shall be subdivided or broken into smaller parts than as constructed by Declarant and described in the surveyor's certificate attached to the deed of conveyance from the Declarant to the transferee-Owner of such Residential Unit, nor shall any Residential Unit or portion thereof be added to or incorporated into any other Residential Unit.

11.18 Access to Residential Units by Management Company. Provided any management company has filed with the Association a current Rental Agreement for a Residential Unit, such management company, its agents and employees, shall be permitted access to such Residential Units without prior notice for the purpose of performing maintenance and services authorized by the Rental Agreement.

11.19 Emergency Powers of Association. Notwithstanding anything herein to the contrary, the Association shall have all emergency powers permitted by law.

## ARTICLE XII CONDEMNATION

In the event of condemnation proceedings which affect any portion of the Common Area, the Association shall represent all of the Owners in any such proceedings, including negotiations and settlement proceedings, and the Owners appoint the Association as their attorney-in-fact for such purposes; provided, however, the Association may appoint a trustee or other agent to represent the Owners with respect to such proceedings.

If the condemnation involves a portion of the Common Area on which improvements have been constructed, then, unless Members representing at least seventy five percent (75%) of the total votes shall otherwise agree, the Association shall restore or replace such improvements to the extent lands are available therefor, in accordance with plans approved by the Board. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or repair is completed, then such award or funds will be disbursed to the Association and used for such purposes as the Board may determine, in its sole discretion.

ARTICLE XIII  
DISCLAIMER OF LIABILITY

THE ASSOCIATION SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY INCLUDING BUT NOT LIMITED TO, RESIDENTS AND THEIR FAMILIES, LICENSEES, INVITEES, GUESTS, AGENTS, SERVANTS, OR, CONTRACTORS FOR ANY PROPERTY OF ANY SUCH PERSONS WITHOUT LIMITING THE GENERALITY OF THE FOREGOING

(I) THE ASSOCIATION HAS NO AUTHORITY OR RIGHT TO ENFORCE COMPLIANCE WITH THE LAWS OF THE UNITED STATES OF AMERICA, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.

(II) THE PROVISIONS IN THIS DECLARATION ARE MAINLY FOR THE PURPOSE OF MAINTAINING AND REGULATING THE USE AND VALUE OF THE PROPERTY. THE ASSOCIATION HAS NO DUTY TOWARDS ANY INDIVIDUALS WHICH RELATE TO HEALTH AND SAFETY.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its name, by a duly authorized member, and has executed the same on the date first above written.

THURMOND STREET PARTNRES, LLC

By:

*David McGraw*  
David McGraw, Managing Member

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of MAY, 2015, by DAVID MCGRAW, as Managing Member of THURMOND STREET PARTNERS, LLC, on behalf of the company, who is  personally known to me or ( ) who produced \_\_\_\_\_ as identification.



LYNDA MUNSHOWER  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE882059  
Expires 3/10/2017

*Lynda Munshower*  
Notary Public  
My Commission Expires: 3/10/2017

JOINDER OF ASSOCIATION

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, KEY LARGO LIGHTHOUSE BEACH HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, hereby accepts all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration.

Dated this 7<sup>th</sup> day of May, 2015.

Signed sealed and delivered in the presence of:

KEY LARGO LIGHTHOUSE BEACH HOMEOWNERS ASSOCIATION, INC.

[Signature]  
Print Name: Kimberly K. Ford  
[Signature]  
Print Name: Melissa A. VanHeusen

By:

[Signature] President  
David McGraw, President

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2015, by DAVID MCGRAW, the President of Key Largo Lighthouse Beach Homeowners Association, Inc., on behalf of the corporation who is (  personally known to me or ( ) who presented \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC

Print Name  
My Commission Expires:



Exhibit "A"

Parcel A:

Lots 17 through 29, inclusive, Block 2, El Dorado Heights, according to the Plat thereof, recorded in Plat Book 1, at Page 203 of the Public Records of Monroe County, Florida, vacate by the Board of County commissioners Resolution No. 17-1968, dated February 27, 1968. Together with the East one-half of Bay View Boulevard adjacent to and parallel with Lots 20 through 29, Block 2, as shown on said plat of El Dorado Heights, said Bay View Boulevard vacated by the Board of county commissioners Resolution No. 87-1973, dated July 17, 1973. Said parcel being more particularly described by metes and bounds as follows: A parcel of land in Section 32, Township 61 South, Range 39 East on Key Largo, Monroe County, Florida and being further described as portions of Lots 9, 11 and 15 of Model Land Company, according to the Plat thereof, as recorded in Plat Book 1, at Page 68 of the Public Records of Monroe County, Florida as shown on the Plat of El Dorado Heights, as recorded in Plat Book 1, at Page 203 of the Public Records of Monroe County, Florida. Beginning at the intersection of the centerline of Bay View Boulevard with the Northwesterly right of way line of Florida Avenue, as shown on the plat of El Dorado Heights, recorded in Plat Book 1, at Page 203 of the Public Records of Monroe County, Florida; thence run North, along said centerline for a distance of 588.35 feet to a point 25.00 feet West of the Northwest corner of Lot 29, Block 2 of said plat of El Dorado Heights; thence East, along a Westerly projection of the North line of said Lot 29, and the North line of said Lot 29 for a distance of 150.05 feet to the Northeast corner of said Lot 29, Block 2; thence South, along the Easterly line of Lots 21 through 29, Block 2 of said plat of El Dorado Heights for a distance of 440.32 feet to a point on the aforementioned Northwesterly right of way line of Florida Avenue; thence run Southwesterly along said Northwesterly right of way line of Florida Avenue, deflecting  $45^{\circ} 20' 11''$  to the right from the previous course, for a distance of 210.59 feet to the Point of Beginning of the parcel herein described.

Together with:

A Parcel of land comprised of Lot 1 and part of Lot 2, Block 2, El Dorado Heights, according to the Plat thereof, recorded in Plat Book 1, at Page 203 of the Public Records of Monroe County, Florida and vacated by Monroe County Commissioner's Resolution No. 17-1968 dated 2-27-68, and part of a 20 foot wide alley, according to said plat and vacated by Monroe County Commissioner's Resolution No. 28-1967, dated 5-23-67 and part of the Easterly one half of Bay View Boulevard, according to said plat and vacated by Monroe County Commissioner's Resolution No. 87-1973, dated 7-17-73, said parcel being more particularly described as follows:

Begin at the intersection of a westerly prolongation of the northerly line of Lot 29, Block 2, El Dorado Heights, according to the Plat thereof, recorded in Plat Book 1, at Page 203 of the Public Records of Monroe County, Florida, and vacated by Monroe County Commissioner's Resolution No. 17-1968, dated 2-27-68 with the centerline of Bay View Boulevard according to said plat, and vacated by Monroe County Commissioner's Resolution No. 87-1973, dated 7-17-73; from said Point of Beginning, thence easterly, along said prolongation of and along the northerly line of said Lot 29 for a distance of 150 feet to the northeasterly corner of said Lot 29; thence Northwesterly on an angle of  $79^{\circ} 45' 50''$  to the right of the preceding course, a distance of 234.4 feet, more or less, to the shoreline of Florida Bay; thence meander said shoreline in a southwesterly direction for a distance of 228 feet, more or less, to an intersection with the said centerline of the said vacated Bay View Boulevard; thence Southerly along said centerline for a distance of 62 feet, more or less, to the Point of Beginning.

PARCEL B:

Part of a 20 foot wide, vacated alley, part of Lot 2 and all of Lots 3 through 16, inclusive, Block 2, El Dorado Heights, according to the Plat thereof, recorded in Plat Book 1 at Page 203 of the Public Records of Monroe County, Florida, and vacated by resolution of the Board of County Commissioners No. 17-1968, dated 2-27-68 being more particularly described as follows:

Commence at the intersection of the centerline of Bay View Boulevard with the northwesterly right of way line of Florida Avenue as shown on the plat of El Dorado Heights, recorded in Plat Book 1, at Page 203 of the Public Records of Monroe County, Florida; thence run northeasterly along said right of way line for

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212.16 feet, more or less, to the most easterly corner of Lot 17, Block 2 of said plat and the Point of Beginning of the following described parcel; from said Point of Beginning, thence deflect 45 feet to the left and run northerly along the Westerly line of Lot 8 through 14 and of Lot 16, all in Block 2 of said plat, for a distance of 440 feet more or less, to the northwest corner of Lot 8, Block 2 of said plat; thence deflect 10°14'10" to the left and proceed northwesterly for a distance of 234.4 feet, more or less, to the shoreline of Florida Bay; thence meander northeasterly along said shoreline for 565 feet, more or less, to a point and a northerly prolongation of the Westerly right of way line of Thurmond Street, according to said plat; thence run south along said right of way line for a distance of 673 feet, more or less, to an intersection with said northwesterly right of way line of Florida Avenue, according to said plat, for a distance of 169.70 feet, more or less to the Point of Beginning.



Exhibit "B"

**Electronic Articles of Incorporation  
For**

**N1500004041  
FILED  
April 21, 2015  
Sec. Of State  
tscott**

**KEY LARGO LIGHTHOUSE BEACH HOMEOWNERS ASSOCIATION, INC**

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

**KEY LARGO LIGHTHOUSE BEACH HOMEOWNERS ASSOCIATION, INC**

**Article II**

The principal place of business address:

**2 THURMOND ST  
KEY LARGO, FL. US 33037**

The mailing address of the corporation is:

**2 THURMOND ST  
KEY LARGO, FL. US 33037**

**Article III**

The specific purpose for which this corporation is organized is:

**FORMATION OF HOMEOWNERS ASSOCIATION**

**Article IV**

The manner in which directors are elected or appointed is:

**AS PROVIDED FOR IN THE BYLAWS.**

**Article V**

The name and Florida street address of the registered agent is:

**DAVID MCGRAW  
2 THURMOND ST  
KEY LARGO, FL. 33037**

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: **DAVID MCGRAW**

N1500004041  
FILED  
April 21, 2015  
Sec. Of State  
tscott

### Article VI

The name and address of the incorporator is:

DAVID MCGRAW  
2 THURMOND ST

KEY LARGO, FL 33037

Electronic Signature of Incorporator: DAVID MCGRAW

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

### Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: D/P  
DAVID MCGRAW  
2 THURMOND ST  
KEY LARGO, FL. 33037 US

Title: D  
MARIANA MCGRAW  
2 THURMOND ST  
KEY LARGO, FL. 33037 US

Title: D  
LYNDA MUNSHOWER  
2 THURMOND ST  
KEY LARGO, FL. 33037 US

Exhibit "C"

BYLAWS  
OF  
KEY LARGO LIGHTHOUSE BEACH HOMEOWNERS ASSOCIATION, INC.

1. **Identity.** These are the Bylaws of Key Largo Lighthouse Beach Homeowners Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida.

The Association shall perform its functions in accordance with Chapter 720 of Florida Statutes, these Bylaws, the Declaration and any rules, regulations and procedures promulgated by the Directors, as may be amended from time to time.

1.1 **Principal Office.** The principal office of the Association will be as provided in its Articles of Incorporation, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association will be kept at its principal office or in the office of any manager engaged by the Association.

1.2 **Fiscal Year.** The fiscal year of the Association will be the calendar year.

2. **Definitions.** For convenience, these Bylaws will be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles". The other capitalized terms used in these Bylaws will have the same meanings given in the Declaration of Covenants, Easements and Restrictions.

3. **Members.**

3.1 **Annual Meeting.** The annual Members' meeting will be held each year on the date, at the place and at the time specified by the Board of Directors. The purpose of the meeting will be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

3.2 **Special Meetings.** Special meetings of the Members may be called by the President or by a majority of a quorum of the Board of Directors, and, after the Turnover Date, must be called by the President or Secretary upon receipt of a written request from at least 40% of the total votes of the Members of the Association. Special meetings of the Members will be held in the place provided for herein for annual meetings. The notice of any special meeting will state the date, time and place of such meeting and the purpose thereof. The business conducted at a special meeting will be limited to that stated in the notice of the meeting.

3.3 **Notice of Meeting:** Written or printed notice stating the place, date and hour of any meeting of the Members, Board of Directors or Committees of the Association will be delivered, either personally, electronically transmitted or by mail, to each Member not more than sixty (60) nor less than fourteen (14) days before the date of such meeting. Notice will, if required by law, be posted within the Community. If mailed, the notice of a meeting will be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of the Association. Notice may be given by electronic transmission to a Member so long as the Member has consented in writing to receiving notice by electronic transmission.

Notice of Special Meetings shall include, along with the time, date and location of the meeting, the specific purpose for which the meeting is called. Business conducted at a Special Meeting shall be limited to the purposes described in the notice of meeting.

Notice of specific meetings may be waived before or after the meeting and the attendance of any Member (or person authorized to vote for such Member) will constitute such Member's waiver of notice of such meeting,

except when his/her (or his/her authorized representative's) attendance is for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called.

An officer of the Association will provide an affidavit, to be included in the official records of the Association, affirming that notices of the Members meeting were mailed, electronically transmitted or hand delivered in accordance with this Section. No other proof of notice of a meeting will be required.

Notice of any meeting at which special assessments will be considered or at which amendments to the rules regarding parcel use will be considered shall be mailed, electronically transmitted, or delivered to the Members not less than fourteen (14) days before the scheduled meeting date, and a copy of the notice shall be posted in a conspicuous place in the community.

**3.4 Right to Speak.** Members and parcel owners have the right to attend all Membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. A Member shall have the right to speak for at least 3 minutes on any item, provided that the Member submits a written request to speak prior to the meeting. The Association may adopt written rules governing the frequency, duration and other manner of member and parcel owner statements, which rules must be consistent with this section.

**3.5 Quorum.** A quorum at Members' meetings will be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the Members. After turnover from the Developer, a quorum shall consist of fifty percent (50%) of all Members entitled to vote.

**3.6 Voting.** After turnover from the Developer, the number of votes each Member may cast is one. However, each Lot shall be entitled to only one vote and therefore only one Owner for each Lot shall be entitled to and designated to vote such Lot's voting interest. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum has been attained will be binding upon all Members for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws.

**3.7 Proxies.** Votes may be cast in person or by proxy. The Board of Directors will determine the form and procedure for the use of proxies. In lieu of proxies, sealed ballots may be utilized when required by Florida law.

To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place.

**3.8 Adjourned Meetings.** If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting.

Adjournment of an annual or special meeting to a different date, time, or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Florida Statute 720.303. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Florida Statute 617.0707, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

**3.9 Conduct of Meetings.** The President will preside over all meetings of the Association and the Secretary will keep the minutes of the meetings and record in a minute book all resolutions adopted at the meetings,

as well as a record of all transactions occurring at the meetings.

3.10 Recording. Any parcel owner may tape record or videotape meetings of the board of directors and meetings of the members. The board of directors of the Association may adopt reasonable rules governing the taping of meetings of the board and the membership.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall have been signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

#### 4. Directors.

4.1 Membership. The initial Board of Directors will consist of not less than three (3) persons. After the Turnover Date, the Board of Directors will consist of not less than three (3) persons, but as many persons as may be determined from time to time and amended to these Bylaws.

4.2 Election or Appointment of Directors. Prior to the Turnover Date, the Class B Member will appoint all of the members of the Board of Directors, except that as may be required by Statute, the Class A Members shall be entitled to elect one member of the Board of Directors if fifty percent (50%) of the parcels which will ultimately be operated by the Association have been conveyed to Members. On the Turnover Date, all of the Board members appointed by the Class B Member except one will resign and the remaining positions will be elected by a plurality vote of the Class A Members. Thereafter, directors will be elected by a plurality vote of the Class A Members at the annual meeting of the Members. Notwithstanding the foregoing, as long as the Developer holds for sale in the ordinary course of business at least 1 Lot within the Community the Developer will have the right to continue to appoint one member of the Board of Directors.

Election of Directors shall be held at the annual members' meeting, except as herein provided to the contrary. Not less than sixty (60) days prior to a scheduled election, the Association shall mail, deliver or electronically transmit to each Unit Owner entitled to vote, a first notice of the date of election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days prior to the scheduled election. Together with the notice of meeting and agenda sent as set forth herein, the Association shall then, mail, deliver or electronically transmit a second notice of the meeting, not less than fourteen (14) days prior to the date of the meeting, to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches furnished by the candidate, which must be furnished by the candidate to the Association not less than thirty five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of the paper.

The election of directors shall be by written ballot or voting machine. Proxies shall in no event be used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a director, if provided by Florida Statute 720. Elections shall be decided by a plurality of those ballots and votes cast. There shall be no quorum requirement, however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There shall be no cumulative voting. Notwithstanding the provisions of this Section an election is not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

4.3 Qualification for Election. Except with respect to directors appointed by the Developer, all directors must be Owners who are not in arrears in payments due to the Association, or officers, trustees or principals of the Class A Members.

4.4 Term. Except as provided herein to the contrary, the term of each director's service will extend until the next annual meeting of the Members and subsequently until a successor is duly elected and has taken office, or until he/she resigns or is removed in the manner elsewhere provided.

4.5 Vacancies and Removal. Provisions herein to the contrary notwithstanding, until the Turnover Date, any director appointed by the Developer may be removed, with or without cause, only by the Developer. On and after the Turnover Date, any director may be removed, with or without cause, by the vote of the Members holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought will be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor will be elected by the parties entitled to elect or appoint the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Members who has 3 consecutive un-excused absences, as determined by the Board, from Board meetings or who is delinquent in the payment of any Assessment due to the Association for more than 30 days, may be removed by a majority of the directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the remaining directors. In the event of the death, disability or resignation of a director, the members of the Board may elect a successor to fill the vacancy for the remainder of the term of such director, provided any directors appointed by the Developer will be replaced by the person designated by the Developer.

4.6 Annual Meeting. The annual meeting of the Board of Directors will be held within thirty (30) days after the annual meeting of the Members at such time and place as shall be fixed by the Board of Directors.

4.7 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as may be determined, from time to time, by a majority of the Directors, but commencing with the Turnover Date, at least four (4) regular meetings will be held during each fiscal year with at least one (1) meeting per quarter. The annual meeting will constitute a regular meeting. Notice of regular meetings will be given to each Director, personally or by mail and will be transmitted at least fourteen (14) days prior to the meeting. Notices of all Board meetings will be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board Meeting will be mailed, electronically transmitted, or delivered to each Member at least seven (7) days before the meeting, except in an emergency.

If twenty percent (20%) of the total voting interests petition the Board to address an item of business, the Board shall at its next regular board meeting, or at a special meeting of the board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The board shall give all Members notice of the meeting at which the petitioned items be addressed in accordance with the 14 day notice requirement. Each Member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Members have the right to attend all meetings of the board and to speak on any matter placed on the agenda by petition of the voting interests for at least 3 minutes. The Association may adopt written reasonable rules expanding the right of members to speak and governing the frequency, duration, and other manner of member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for members wishing to speak. Notwithstanding any other law, the requirement that board meetings and committee meetings be open to the members is inapplicable to meetings between the board or a committee and the Association's attorney,

with respect to meetings of the board held for the purpose of discussing personnel matters.

4.8 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of at least half of the directors. Notice of the meeting will be given personally or by mail, which notice will state the time, place and purpose of the meeting, and will be transmitted not less than fourteen (14) days prior to the meeting.

4.9 Notice of Meeting: Notice of any meeting at which special assessments will be considered or at which amendments to the rules regarding parcel use will be considered shall be mailed, electronically transmitted or delivered to the Members not less than fourteen (14) days before the scheduled meeting date, and a copy of the notice shall be posted in a conspicuous place in the community.

4.10 Minutes. Minutes of all meetings of the Association and of the Board of Directors shall be kept in written form in a businesslike manner by the Association Secretary and available for inspection by Members or their authorized representatives and Board members at all reasonable times and for a period of seven (7) years after the meeting. Such minutes shall record all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings and shall include record of a vote or abstention from voting on each matter voted upon for each director present at such meeting.

4.11 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver will be deemed equivalent to the due receipt by said director of notice. Attendance by any Director at a meeting will constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not lawfully called. All meetings of the Board of Directors must be open to all Members, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notice of all Board meetings shall be made to Members by posting such notice in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board Meeting will be mailed, electronically transmitted or delivered to each Member at least fourteen (14) days before the meeting, except in an emergency.

4.12 Quorum. A quorum at Directors' meetings will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors as specifically required by the Declaration, the Articles or these Bylaws.

4.13 Adjourned Meetings. If any meeting of the Board of Directors cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than fourteen (14) and no more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

4.14 Conduct of Meetings. The President will preside over all meetings of the Board of Directors and the Secretary will keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

4.15 Voting. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers. This article also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

4.16 Committees. The Board may by resolution create committees and appoint persons to such

committees and grant to such committees such powers and responsibilities as the Board may deem advisable.

4.17 Telephone Meetings. Any regular or special meeting of the Board of Directors may be held by telephone conference, at which each participating director can hear and be heard by all other participating directors.

5. Officers. The executive officers of the Association will be a President, Vice-President, Treasurer and Secretary (none of whom other than the President need be directors), all of whom will be elected by the Board of Directors at its annual meeting and who may be preemptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office, except that the President may not also be the Secretary. No person may sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time may elect such other officers and designate their powers and duties as the Board may deem necessary or appropriate to manage the affairs of the Association. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term. Any officer may resign at any time by giving written notice to the Board of Directors, the President or Secretary. Such resignation will take effect on the date of the receipt of such notice or at a later time specified in the notice, and the acceptance of the resignation will not be necessary to make it effective.

6. Duties of Officers.

6.1 President: The President will be the chief executive officer of the Association, and will have all of the powers and duties that are usually vested in the office of CEO of a corporation.

6.2 Vice-President The Vice-President will exercise the powers and perform the duties of the President in the absence or disability of the President, and will assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of a corporation and as may be required by the Directors or the President.

6.3 Secretary. The Secretary will keep the minutes of all proceedings of the Directors and the Members, and will attend to the giving of all notices to the Members and Directors and other notices required by law. The Secretary will keep the records of the Association, except those of the secretary of a corporation and as may be required by the Director or the President.

6.4 Treasurer. The Treasurer will have custody of all property of the Association, including funds, securities and evidences of indebtedness, and will keep books of account for the Association in accordance with good accounting practices, which together with substantiating papers will be made available to the Board of Directors at reasonable times. The Treasurer will submit a treasurer's report to the Board of Directors at reasonable intervals and will perform all other duties incident to the office of treasurer and as may be required by the Directors or President. All monies and other valuable effects will be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7. Compensation. Neither directors nor officers will receive compensation for their services as such, but this provision will not preclude the Board of Directors from employing a director or officer as an employee or agent of the Association. Directors and officers will be reimbursed for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

8. Parliamentary Rules. Roberts' Rules of Order (latest edition) will govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws and subject to waiver in the discretion of the presiding officer if he/she determines that technical compliance with such Rules would interfere with the efficient conduct of a meeting or the will of its attendees.

9. Inspection and Copying of Records The Association shall maintain the documents required by Florida Statute 720.303, which shall constitute the official records of the Association. The official records shall be



available for photocopying by members or their authorized agents at reasonable times and places within 10 business days after receipt of a written request for access. If the Association has a photocopy machine available where the records are maintained, it will provide parcel owners with copies on request during the inspection if the entire request is limited to no more than 25 pages.

The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, but may not impose a requirement that a parcel owner demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a parcel owner's right to inspect records to less than one 8-hour business day per month. The Association may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association may charge up to 50 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside vendor and may charge the actual cost of copying. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members. Notwithstanding the provisions of this paragraph, the following records shall not be accessible to members or parcel owners:

- a) Any record protected by the lawyer-client privilege as described in Florida Statute §90.502 and any record protected by the work-product privilege, including, but not limited to, 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 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.
- b) Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a parcel.
- c) Disciplinary, health, insurance, and personnel records of the Association's employees.
- d) Medical records of parcel owners or community residents.

The Association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the residential subdivision or the Association other than information or documents required by Florida Statute 720.303 to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current parcel owner or member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response.

10. Amendments. Prior to the Turnover Date, the Developer's appointed Board of Directors alone will have the power in its sole and absolute discretion to amend the Bylaws. On and after the Turnover Date, amendments to these Bylaws will require the affirmative vote of Members casting at least seventy five percent (75%) of the total votes of its Members. Notwithstanding the foregoing, until the Developer has sold, transferred or conveyed at least seventy five percent (75%) of the total number of Lots within the Community, any amendment to the Bylaws will require the consent of the Developer. No amendment may remove, revoke or modify any right or privilege of the Developer without the written consent of the Developer or the assignee of such right or privilege.

11. Budget. The Board of Directors shall, prior to the end of the fiscal year, adopt an annual budget in accordance with Florida Statute 720.303 for common expenses for the next fiscal year for the Association, which shall include the estimated surplus or deficit as of the end of the current year. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon written request at no charge to the Member. A copy of the budget shall be provided within ten (10) business days upon any

such written request made by a Member

12. Financial Reporting. The Board of Directors shall prepare and complete, or contract with a third party for the preparation and completion of, an annual financial report for the preceding fiscal year in accordance and compliance with Florida Statute 720.303, within ninety (90) days after the close of the fiscal year. As permitted by statute, said financial report may consist of a report of cash receipts and expenditures in lieu of financial statements. Within 21 days after the final financial report is completed by the Association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon written request at no charge to the Member. A copy of the financial report shall be provided within ten (10) business days upon any such written request made by a Member.

13. Fines and Suspension: In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, the Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests or invitees or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100.00 per violation, not to exceed \$5,000.00 in the aggregate.

A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of any Member to pay assessments or other charges when due.

Suspension of common-area use privileges shall not impair the right of an Owner or tenant of a Lot to have a vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to the right to park.

#### CERTIFICATION

I, the undersigned, do hereby certify:

That I am duly elected and acting Secretary of the Key Largo Lighthouse Beach Homeowners Association, Inc., a Florida not-for-profit corporation and,

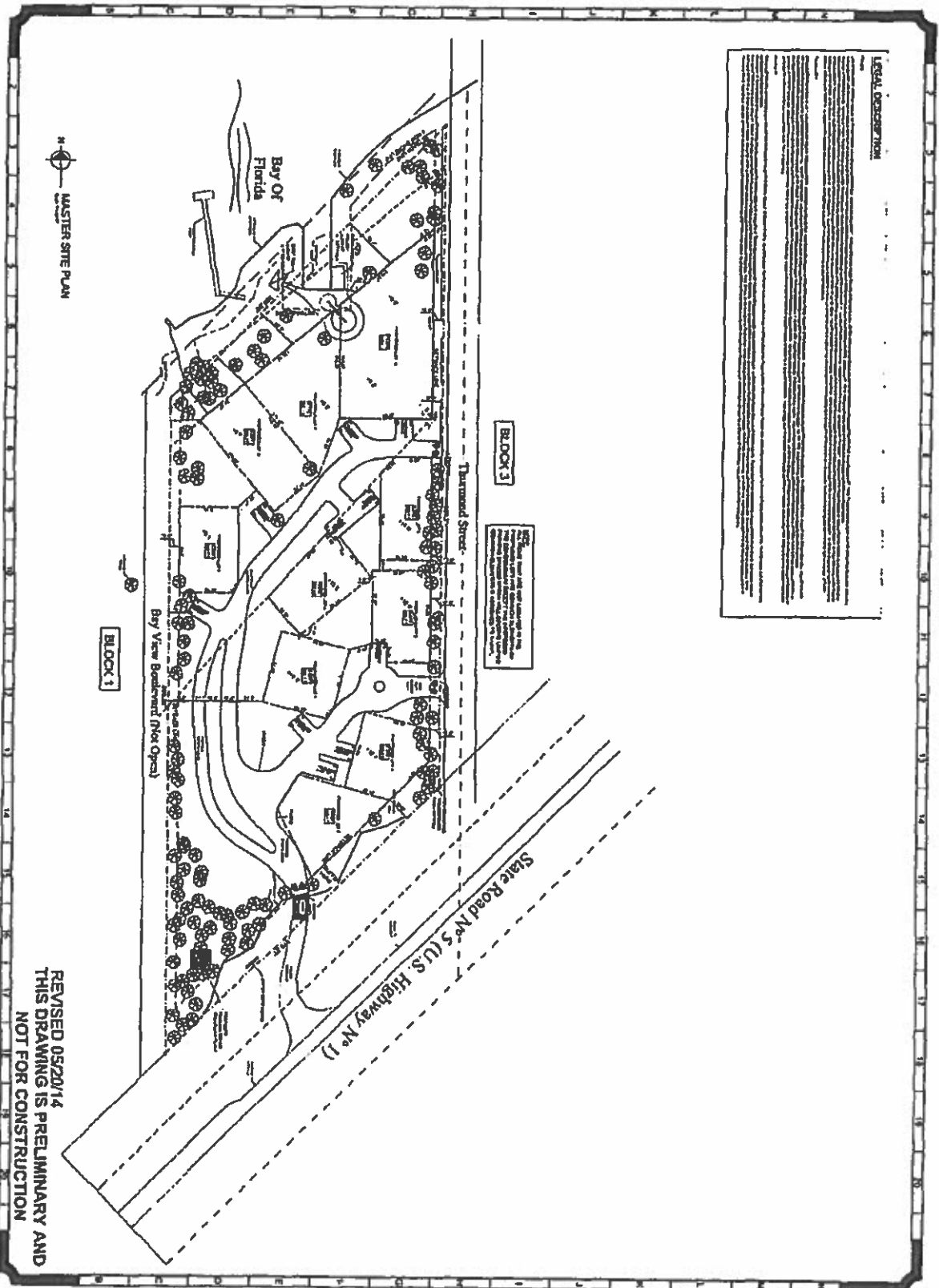
That the foregoing Bylaws constitute the bylaws of the Key Largo Lighthouse Beach Homeowners Association, Inc., as duly adopted at a meeting of the Board of the Directors thereof held on April 21, 2015.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal this 7<sup>th</sup> day of May, 2015.

(CORPORATE SEAL)

Mariana McGraw Secretary  
Mariana McGraw, Secretary

Exhibit "D"




**LEGAL DESCRIPTION**

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REVISED 05/20/14  
 THIS DRAWING IS PRELIMINARY AND  
 NOT FOR CONSTRUCTION

MONROE COUNTY  
 OFFICIAL RECORDS

SP-1	<b>MASTER SITE PLAN</b>	 NORTH 0° 0' 0"	<b>KEY LARGO LIGHTHOUSE HOMEOWNERS ASSOCIATIONS, INC</b>	<table border="1"> <tr><th>NO.</th><th>DATE</th><th>DESCRIPTION</th></tr> <tr><td>1</td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td></tr> <tr><td>11</td><td></td><td></td></tr> <tr><td>12</td><td></td><td></td></tr> <tr><td>13</td><td></td><td></td></tr> <tr><td>14</td><td></td><td></td></tr> <tr><td>15</td><td></td><td></td></tr> <tr><td>16</td><td></td><td></td></tr> <tr><td>17</td><td></td><td></td></tr> <tr><td>18</td><td></td><td></td></tr> <tr><td>19</td><td></td><td></td></tr> <tr><td>20</td><td></td><td></td></tr> <tr><td>21</td><td></td><td></td></tr> <tr><td>22</td><td></td><td></td></tr> <tr><td>23</td><td></td><td></td></tr> <tr><td>24</td><td></td><td></td></tr> <tr><td>25</td><td></td><td></td></tr> <tr><td>26</td><td></td><td></td></tr> <tr><td>27</td><td></td><td></td></tr> <tr><td>28</td><td></td><td></td></tr> <tr><td>29</td><td></td><td></td></tr> <tr><td>30</td><td></td><td></td></tr> <tr><td>31</td><td></td><td></td></tr> <tr><td>32</td><td></td><td></td></tr> <tr><td>33</td><td></td><td></td></tr> <tr><td>34</td><td></td><td></td></tr> <tr><td>35</td><td></td><td></td></tr> <tr><td>36</td><td></td><td></td></tr> <tr><td>37</td><td></td><td></td></tr> <tr><td>38</td><td></td><td></td></tr> <tr><td>39</td><td></td><td></td></tr> <tr><td>40</td><td></td><td></td></tr> <tr><td>41</td><td></td><td></td></tr> <tr><td>42</td><td></td><td></td></tr> <tr><td>43</td><td></td><td></td></tr> <tr><td>44</td><td></td><td></td></tr> <tr><td>45</td><td></td><td></td></tr> <tr><td>46</td><td></td><td></td></tr> <tr><td>47</td><td></td><td></td></tr> <tr><td>48</td><td></td><td></td></tr> <tr><td>49</td><td></td><td></td></tr> <tr><td>50</td><td></td><td></td></tr> </table>	NO.	DATE	DESCRIPTION	1			2			3			4			5			6			7			8			9			10			11			12			13			14			15			16			17			18			19			20			21			22			23			24			25			26			27			28			29			30			31			32			33			34			35			36			37			38			39			40			41			42			43			44			45			46			47			48			49			50		
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**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

Key West (305) 292-3420  
 Marathon (305) 289-2550  
 Plantation Key (305) 852-7130

**Property Record Card -**  
**Maps are now launching the new map application version.**

Website tested on IE8, IE9, & Firefox.  
 Requires Adobe Flash 10.3 or higher

**Alternate Key: 8919549 Parcel ID: 00088160-000100**

**Ownership Details**

Mailing Address:  
 THURMOND STREET PARTNERS LLC  
 2 THURMOND ST  
 KEY LARGO, FL 33037-2342

**Property Details**

PC Code: 01 - SINGLE FAMILY  
 Millage Group: 500K  
 Affordable Housing: No  
 Section:  
 Township- 32-61-39  
 Range:  
 Property 2 THURMOND ST KEY LARGO  
 Location:  
 Legal 32 61 39 ISLAND OF KEY LARGO PT LOTS 9-11 BCC 17-1988 PT DISCLAIMED RD BCC 87-1973 FKA LOTS 1-29, 20FT ALLEY AND E 1/2 BAY VIEW BLVD BK 2 EL  
 Description: DORADO HEIGHTS PB1-203 OR510-448 OR818-268 OR1480-29/30 OR1480-31/33 OR1480-37/38 OR1480-34/36 OR1480-1582D/C OR1480-1583A/F OR2228-  
 2283/92 OR2330-2026/29 OR2333-1513/15C OR2565-2392/2396 OR2589-458/462 OR2694-1296/1359DEC/CONDO OR2704-109/11

[Click Map Image to open interactive viewer](#)



**Land Details**

Land Use Code	Frontage	Depth	Land Area
00HH - HARDWOOD HAMMOCK			2.68 AC
01HW - RES=HWY TO WATER	0	0	70.903 00 SF

**Building Summary**

Number of Buildings: 1  
 Number of Commercial Buildings: 0  
 Total Living Area: 2454  
 Year Built: 1966

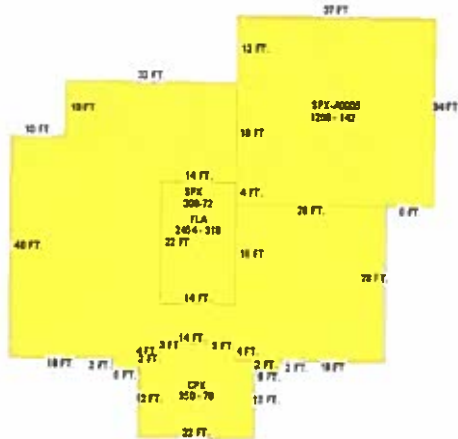
**Building 1 Details**

Building Type R1      Condition A      Quality Grade 500  
 Effective Age 27      Perimeter 318      Depreciation % 33

Year Built 1966      Special Arch 0      Gmd Floor Area 2,454  
 Functional Obs 0      Economic Obs 0

Inclusions: R1 includes 1 3-fixure bath and 1 kitchen.  
 Roof Type GABLE/HIP      Roof Cover ASPHALT SHINGL      Foundation CONC PILINGS  
 Heat 1 NONE      Heat 2 NONE      Bedrooms 4  
 Heat Src 1 NONE      Heat Src 2 NONE

Extra Features:  
 2 Fix Bath 0      Vacuum 0  
 3 Fix Bath 1      Garbage Disposal 0  
 4 Fix Bath 0      Compactor 0  
 5 Fix Bath 0      Security 0  
 6 Fix Bath 0      Intercom 0  
 7 Fix Bath 0      Fireplaces 2  
 Extra Fix 0      Dishwasher 0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	CPX		1	1966					350
2	FLA	5.C.B.S.	1	1966		Y			2,454
3	SPX	5.C.B.S.	1	1966	N	Y	0.00	0.00	308
4	SPX		1	1966					1,258

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	RW2:RETAINING WALL	200 SF	40	5	1975	2008	1	50
2	RW2:RETAINING WALL	300 SF	100	3	1975	2008	3	50
3	CC2:COM CANOPY	598 SF	23	26	1975	1976	5	40
4	FN2:FENCES	2,312 SF	289	8	2001	2002	4	30
5	PC4:RES POOL	336 SF	21	16	1975	1976	4	50
6	SW2:SEAWALL	240 SF	0	0	1975	1976	4	60
7	DK3:CONCRETE DOCK	160 SF	0	0	1975	1976	4	60
8	GR2:GARAGE	625 SF	25	25	1999	2000	2	60
9	PT2:BRICK PATIO	1,825 SF	0	0	1999	2000	4	50
10	PT2:BRICK PATIO	5,556 SF	0	0	2001	2002	4	50
11	RW2:RETAINING WALL	372 SF	124	3	1984	1985	4	50
12	TK2:TIKI	300 SF	20	15	1989	1990	2	40
13	DK4:WOOD DOCKS	464 SF	116	4	2004	2005	3	40
14	DK4:WOOD DOCKS	128 SF	16	8	2004	2005	3	40
15	PT2:BRICK PATIO	925 SF	0	0	1997	1998	2	50
16	WD2:WOOD DECK	598 SF	26	23	1988	2013	1	40
17	WF2:WATER FEATURE	2 UT	0	0	2008	2013	3	20

Appraiser Notes

DECLARATION OF CONDO NAMED THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC CONDO I WAS FILED IN JULY 2014 PER OR2694-1296/1359. LETTER HAS BEEN WRITTEN AND SCANNED INTO LASERFICHE EXPLAINING WHY THIS CONDO WAS NOT BEING SPLIT OUT ON TAX ROLL.

### Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	0030937	03/13/2000	02/14/2002	1	Residential	CBS GARAGE
	1300898	03/16/2001	02/14/2002	1		MASONRY WALL
	1300855	05/03/2001	02/14/2002	1		BRICK PAVERS
				0		
	03305800	01/20/2004	12/10/2004	1		NEW DOCK & PILES
	04302348	05/18/2004	12/10/2004	1		RE-ROOF

### Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2014	237,753	146,208	2,567,574	2,951,535	2,951,535	0	2,951,535
2013	237,991	150,346	2,302,656	2,690,993	2,690,993	0	2,690,993
2012	239,997	134,288	1,325,338	1,699,621	1,699,621	0	1,699,621
2011	243,823	137,692	1,697,383	2,078,878	2,078,878	0	2,078,878
2010	243,579	140,792	3,217,500	3,601,871	3,601,871	0	3,601,871
2009	252,105	144,404	3,217,500	3,614,009	3,614,009	0	3,614,009
2008	250,744	147,890	5,362,500	5,761,134	5,761,134	0	5,761,134
2007	387,749	141,134	3,185,000	3,693,883	3,693,883	0	3,693,883
2006	416,416	134,870	1,592,500	2,143,786	2,143,786	0	2,143,786
2005	390,390	138,353	796,250	1,324,993	1,324,993	0	1,324,993
2004	479,041	132,813	477,750	1,089,604	1,089,604	0	1,089,604
2003	252,127	136,329	477,750	866,206	866,206	0	866,206
2002	162,571	139,811	398,125	700,307	700,307	0	700,307
2001	135,875	56,670	336,875	529,420	529,420	0	529,420
2000	124,318	9,422	242,550	376,290	376,290	0	376,290
1999	124,318	9,676	242,550	376,744	376,744	0	376,744
1998	124,335	10,234	250,470	385,039	385,039	0	385,039

### Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
9/18/2014	2704 / 109	2,395,000	WD	01
9/11/2012	2589 / 458	2,000,000	WD	37
8/24/2012	2585 / 2392	100	CT	12
12/22/2011	2548 / 2123	30,000	OTHER	16
6/28/2010	2473 / 1326	100	WD	11
11/5/2007	2330 / 2026	7,360,100	WD	Q
7/24/2006	2226 / 2283	4,400,000	WD	Q
10/1/1997	1480 / 0031	660,000	WD	Q

This page has been visited 37,929 times.

Monroe County Monroe County Property Appraiser  
 Scott P. Russell, CFA  
 P.O. Box 1176 Key West, FL 33041-1176

## Petrick-Nicole

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**From:** Jim Saunders <jsaunders@bayviewdev.com>  
**Sent:** Tuesday, January 27, 2015 5:20 PM  
**To:** Petrick-Nicole  
**Cc:** David McGraw; Williams-Steve; Rumberger-Teri  
**Subject:** 2 Thurmond Code Case CE14030127  
**Attachments:** Code Complaint Notice.pdf; 134.1 Exemptions.pdf; 7.Rules and Regs Thurmond Street Partners.doc; Sun Biz Filing of Thurmond Street Partners Condominium Association Inc.pdf

In the code case notice attached above: Thurmond Street Partners LLC is cited for not having a vacation rental license. Ms Rumberger referred us to you to help better understand the reason for the violation. Because I have no standing, and cannot get an agent authorization in a code case matter: Mr. McGraw would like to have conversation with whomever from the County can help us understand why this property is not exempt from a vacation rental license as provided in 134.1(b). Mr. McGraw would like me to assist him with the call as I have been involved with organizing this property to be controlled by the Condominium Association, and have detailed knowledge of the content of the condo association documents.

This is an SR zoned property within a controlled access, gated community with a recorded condominium association (property owner's association) that expressly regulates vacation and all rental uses. According to 134.1(b) which is attached above. This property seems to comply with the vacation rental permit exemption shown in 134.1 (b).

Attached above are the Thurmond Street Partners Condominium Association Rules and Regulations. Below are two excerpts from the Condominium Associations Rules and Regulations addressing rentals. Please note the rules and regulations apply to all Owners, tenants, guest or invitees, and regulates rentals. Section 28 expressly authorizes rentals, and is clear in saying all rentals are subject to the rules and regulations of the Condominium Association (See attached Sun Biz for the state of filing for Thurmond Street Partner's Condominium Association Inc. The Articles of Incorporation, Bylaws, Declaration of Condominium, and site plan were recorded with the county in April or May 2014.

Please let us know when would be a convenient time to discuss this matter with Mr. McGraw, and whomever you designate, and we will schedule the time.

Regards,

Jim Saunders (contact information below)  
305-453-4521

Excerpts from 7. Rules and Regulations attached above:

28. |

Unit Owners may rent their unit on a nightly, weekly, monthly, or yearly management with the contact information for the tenant. All rentals will regulation of the Condominium Association.

13. All Unit Owners, tenants, guests or invitees must observe  
|10:00 p.m. and 9:00 a.m.:

- a. Unit Owners, tenants, guests and invitees shall not make or p  
which, at the sole discretion of the Association, unreasonable  
comforts, or convenience of other Unit Owners
- b. Unit Owners, tenants, guests and invitees shall keep t  
television, stereo, or musical instrument in their units suff  
as not to disturb other Unit Owners. The volume of noise  
of this rule shall be left at the sole discretion of the Asso
- c. Any violation of these noise rules and other Resident's  
including repeated minor violations of these rules, is a dire  
in a fine.

14. There shall not be kept in any Condominium Unit or i  
inflammable, combustible or explosive fluid, material, chemical or sub  
household use. The Association will not be responsible for loss of or dan  
storage rooms.

**Jim Saunders**  
**Bayview Homes**  
**99198 Overseas Highway, Ste. 2**  
**Key Largo, FL 33037**  
**Phone: 305-453-4521**  
**Fax: 305-453-4522**  
**Email: [jasaunders@bayviewdev.com](mailto:jasaunders@bayviewdev.com)**



County of Monroe  
Code Compliance Department  
2798 Overseas Highway  
Marathon, Florida 33050



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**NOTICE OF VIOLATION/NOTICE OF HEARING**

**To: THURMOND STREET PARTNERS LLC  
ATTN: DAVID MCGRAW  
2 THURMOND STREET  
KEY LARGO, FL 33037**

**Case Number: CE14030127**

**Location: 2 THURMOND STREET, KEY LARGO, FL 33037  
Re Number: 00088160000100**

**DEAR PROPERTY OWNER,**

You are hereby notified that an investigation of the above property was initiated on 01/13/2014 and subsequently found the following violation(s) of the Monroe County Code:

**134-1. (j)(1) - VACATION RENTAL MANAGER LICENSE  
Failure to obtain Monroe County Special Vacation  
Manager's License**

**Corrective Action Required:  
CONTACT THE MONROE COUNTY PLANNING DEPARTMENT FOR THE  
APPROPRIATE APPLICATION FOR A VACATION RENTAL MANAGERS  
LICENSE.  
MIDDLE AND LOWER KEYS(305)289-2589  
UPPER KEYS (305)453-8800**

**134-1.(k)(2) - VACATION RENTAL USES/PERMIT REQUIRED**

**It shall be unlawful for any landlord, tenant,  
agent or other representative of a landlord to  
rent, lease, advertise or hold out for rent any  
dwelling unit for a vacation rental use without a  
special vacation rental permit, except as  
otherwise exempted under this section**

**Corrective Action Required:  
CEASE AND DESIST THE RENTAL, LEASE, ADVERTISING OR HOLDING  
OUT OF THE PROPERTY FOR RENTALS OF LESS THAN 28 DAYS UNTIL A  
SPECIAL VACATION RENTAL PERMIT IS OBTAINED.**

PLEASE TAKE NOTICE that a **Public Hearing** will be conducted by the **Special Magistrate** in the above case on **02/26/2015 at 9:00 AM** at the **Monroe County Government Regional Center, 2798 Overseas Hwy., Marathon, Florida.**

You can avoid attending the hearing if all violation(s) noted above are corrected by N/A and you have contacted your inspector. If a violation is corrected and then recurs, or if a violation is not corrected by the time specified, the case may be presented to the Special Magistrate even if the violation has been corrected prior to the hearing.

The Code Inspector has reason to believe violation(s) or the condition causing the violation(s) presents a serious threat to the public health, safety, and welfare or is irreparable or irreversible in nature, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the violation(s) have been corrected prior to the hearing.

The Code Inspector has reason to believe repeat violation(s) have been found, therefore no compliance date has been provided. This case may be presented to the Special Magistrate even if the repeat violation(s) have been corrected prior to the hearing.

If the Special Magistrate finds that violation(s) have occurred, then the Special Magistrate may impose fines, not to exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, the Special Magistrate may impose additional fines to cover all costs incurred by the County in enforcing its codes. If the County is forced to correct your violation(s), the Special Magistrate may order all costs incurred to be reimbursed to the County. **THE IMPOSITION OF FINES AND/OR COSTS MAY RESULT IN A LIEN AGAINST YOU AND YOUR PROPERTY.**


You may appear in person and/or be represented by an attorney or authorized agent. If you are represented by an attorney, your attorney is required to file a written notice of appearance with the Liaison for the Special Magistrate, 2798 Overseas Highway, Suite 330, Marathon, FL 33050; Phone: (305) 289-2509, Fax: (305) 289-2858, prior to the date of the hearing:

You may request a continuance of the hearing for good cause shown. If you choose to request a continuance, a written request on the County's form must be made at least five (5) business days before the date of the hearing. If you choose to request a continuance, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for continuance **DOES NOT GUARANTEE** a postponement of your hearing.

If you agree that the violation(s) exist as alleged in this Notice, you may request a Stipulation Agreement in lieu of attending the hearing. If you choose to request a Stipulation Agreement, contact the Code Inspector listed below at least five (5) business days before the date of the hearing. A request for a Stipulation Agreement does not guarantee a postponement of your hearing. It is important that you contact your inspector listed below.

NOTE: IF YOU DECIDE TO APPEAL any decision by the Special Magistrate, you will need to ensure that a verbatim record of the proceedings is made, which shall include the testimony and evidence upon which the appeal is to be based. The appeal must be filed within 30 days of the Special Magistrate's Final Order.

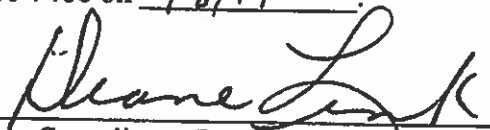
IT IS YOUR RESPONSIBILITY TO CONTACT THE CODE INSPECTOR to confirm that you do not need to attend the hearing(s). Please contact your inspector at the appropriate location:

  
RUMBERGER, TERI  
Code Inspector 305-289-2563

Lower Keys: 5503 College Road, Suite 204  
Key West, FL 33040 (305) 292-4495  
Middle Keys: 2798 Overseas Highway, Suite 330  
Marathon, FL 33050 (305) 289-2810  
Upper Keys: 102050 Overseas Highway  
Key Largo, FL 33037 (305) 453-8806

#### CERTIFICATION OF SERVICE

I hereby certify that a copy hereof has been furnished to the above named addressee(s) by Certified Mail, Return Receipt Request No.: 7013 1090 0001 5110 7460 on 4/8/14.

  
Code Compliance Department

IF SERVICE IS NOT OBTAINED BY CERTIFIED RETURN RECEIPT MAIL, A TRUE AND ACCURATE COPY OF THIS NOTICE WILL BE POSTED AT THE SUBJECT PROPERTY AND THE MONROE COUNTY COURTHOUSE.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., no later than five (5) calendar days prior to the scheduled meeting; if you are hearing or voice impaired, call "711".

**Sec. 134-1. - Vacation rental uses.**

(a) Special vacation rental permit.

An owner or agent is required to obtain an annual special vacation rental permit for each dwelling unit prior to renting any dwelling unit as a vacation rental, as defined in section 101-1, except as provided for under subsection (b) of this section. A special vacation rental permit is nontransferable between owners. A change of ownership of the vacation rental unit shall require the new owner or his agent to obtain a new vacation rental permit for the residential dwelling unit.

(b) Exemptions.

A vacation rental permit is not required for the following:

- (1) A vacation rental of a dwelling unit located within a controlled access, gated community with a homeowner's or property owner's association that expressly regulates or manages vacation rental uses; or
- (2) A vacation rental of a dwelling unit within a multifamily building located within a multifamily district, which has 24 hour on-site management or 24 hour on-site supervision that has received an exemption from the planning director. To meet these site management or supervision requirements, a designated individual must be physically located within the building or within 300 feet of the subject building and must be available at all times to respond to tenants' and neighbors' complaints. To obtain an exemption under the provisions of this section, the owner or agent must submit an application to the planning department in a form prescribed by the planning director.

(c) Vacation rental manager license.

A vacation rental manager license is required from the county planning department for an individual to be a vacation rental manager under the provisions of this section. The vacation rental manager shall be:

- (1) The designated contact for responding to complaints made by neighbors against vacation rental tenants; and
- (2) Responsible for maintaining the guest register, leases, and official complaint response records for a vacation rental unit as required by this section.

(d) Permit, license and fees.

- (1) Special vacation rental permits will be issued by the planning director, or designee, upon payment of a nonrefundable fee and submittal of a complete application in a form prescribed by the planning director in accordance with subsection (f) of this section.
- (2) Vacation rental manager licenses will be issued by the planning director, or designee, upon payment of a nonrefundable fee and submittal of a complete application to the planning department in a form prescribed by the planning director.
- (3) The annual fees for the special vacation rental permit and vacation rental manager license shall be established by resolution of the board of county commissioners.

## RULES AND REGULATIONS

OF

### THURMOND STREET PARTNERS , CONDOMINIUM ASSOCIATION, INC. Condominium I

1. Streets, sidewalks, and other common areas shall not be obstructed in any way or used for any purpose except as access to and from Units. Storage of any items in these areas are a potential fire or building code violation and is not permitted.
2. Nothing other than patio-type furniture and plants may be kept on patios, balconies, atriiums, terraces and roof decks.
3. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors or balconies, terraces, roof decks, patios or the like.
4. If Unit Owners, tenants, guests, or invitees leave any items in the streets, sidewalks, or other common areas, the Association may remove the same and discard or store them at the Unit Owner's expense. Repeated or serious violations may result in a fine.
5. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed on the outside of a Condominium Unit or on any part of the Common Elements without prior written consent of the Association. Additionally, no awning, canopy, screens, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building unless approved by the Association. Notwithstanding the foregoing, the Developer, in the ordinary course of business, may place signs or other displays or advertising on any part of the Common Elements.
6. Neither the exterior of the Condominium Units, including all appurtenances, nor any part of the Common Elements shall be painted, decorated or modified by any Condominium Unit Owner or resident without the prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
7. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, patios, balconies or windows of the Condominium Unit, nor shall such Unit Owner screen or otherwise enclose his connecting patio balcony, atrium, terrace or roof deck without the consent of the Association. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. No satellite dishes (greater than one meter in diameter) or antennas may be placed in a manner as to be seen from the exterior of building.
8. No Unit Owner may install or permit to be installed any window air conditioning unit in his Unit or in the Common Elements.
9. No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. Citizens band and ham radio installations are strictly prohibited. Unit owners may only install a satellite dish (no greater than one meter in diameter). The occupant is liable for the safety of the satellite dish.

10. Storage of any personal property in any area except your Unit is prohibited. Any personal property left in parking areas, on walkways, streets, sidewalks, or any area of the property not expressly designated for storage will be removed and discarded. Further, the owner/management assumes no responsibility or liability for items stored.

11. Bicycles must be stored inside the Unit not left in walkways, patios, lawns, sidewalks or in the street. The Association may, but is not obligated to, provide bicycle storage in designated areas. Skateboarding through the property is prohibited.

12. No door-to-door soliciting, including soliciting by Unit Owners, tenants, guests, or invitees is permitted within the Condominium. Unit Owners must notify the Association immediately if they see anyone soliciting door-to-door within the Condominium.

13. All Unit Owners, tenants, guests or invitees must observe the following rules between 10:00 p.m. and 9:00 a.m.:

- a. Unit Owners, tenants, guests and invitees shall not make or permit any disturbing noises, which, at the sole discretion of the Association, unreasonably interfere with the rights, comforts, or convenience of other Unit Owners
- b. Unit Owners, tenants, guests and invitees shall keep the volume of any radio, television, stereo, or musical instrument in their units sufficiently low at all times so as not to disturb other Unit Owners. The volume of noise that constitutes a violation of this rule shall be left at the sole discretion of the Association.
- c. Any violation of these noise rules and other Resident's right of quiet enjoyment, including repeated minor violations of these rules, is a direct violation and may result in a fine.

14. There shall not be kept in any Condominium Unit or in any storage facility any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use. The Association will not be responsible for loss of or damage to any property in the storage rooms.

15. Pets are allowed in the Condominium; provided, however, that it is clearly understood that the keeping of a pet at the Condominium is a conditional license subject to revocation. Lessees, tenants or guests are permitted to keep pets only in accordance with these rules. The maintaining of a pet in the Condominium is subject to the following standards and guidelines:

- a. There shall be no more than two (2) household pets per unit. Pets must be registered with the Association.
- b. The following breeds of dogs are not permitted: Pit Bulls, Rottweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinchers, Chows, Great Danes, Saint Bernards, Akitas and Dalmatians.
- c. Pets shall not in any way disturb any other Condominium Unit Owners and shall be kept on leashes of no more than six (6) feet long at all times or hand carried through the

Common Elements of the Condominium Property. Pets must be with their owners at all times.

- d. Pets are not allowed in the clubhouse or other recreational areas.
- e. There shall be no breeding or maintenance of household pets for commercial purposes.
- f. Fish or caged domestic (household-type) birds may be kept in Units subject to these Rules and Regulations. No reptiles or wildlife may be kept in or about the Condominium Property.
- g. No pet shall be allowed on a balcony or terrace of a Unit when the Unit is not occupied unless the patio area is fenced so that the pet may not leave the Unit grounds.
- h. All pet owners are required to pick up after their pets. Failure to clean up after your pet may result in a \$25.00 clean up fee.

16. If a Unit Owner finds it necessary to have authorized personnel unlock apartments after hours, they will be charged a fee of \$25.00, payable in check form at the time of entry. If the Unit Owners change or add locks on their Unit, they must give the Association a copy of the key(s). The Unit Owner may also request that the Association, for a fee, change or add locks on their Unit in which event the Association will retain a copy of the key(s).

17. If a Unit Owner loses the electronic opener for any security gate or security system, they will be charge a fee of \$50.00 to replace the same.

18. All motor vehicles – which includes automobiles, vans and trucks - are to be properly aligned in parking areas. This includes cars and vans. Unless otherwise authorized by the Association, Boat, Jet Ski, motorcycle and trailer parking is not available on the property. Commercial motor vehicles and commercial trucks may not be parked on the property. Campers, recreational vehicles, or motorhomes may not be parked on the property. Violators will be stickered and towed away and resident (s) will pay all fees incurred.

19. Repair and washing of motor vehicles is prohibited on the property. If it becomes evident that your car is leaking oil on our asphalt parking area, you will be asked to remove it as it is damaging the integrity of the space and creating an unsightly appearance within our community. You may also be assessed a fee for the cleanup of the oil leak.

20. Parking on the grass and curb areas is not permitted. Violators will be stickered and/or towed at the expense of the violator and an additional charge of \$ 100.00 will be assessed to the violator.

21. All motor vehicles parked on the premises must be operable and have valid current license plates. "Operable" means the vehicle must have air in the tires, have all major components intact, including windows and windshields, and be reasonably clean. Motor vehicles may not be used to store bulky personal items on a permanent basis. The determination of whether a vehicle is inoperable shall be within the discretion of management, however a motor vehicle will be automatically deemed to be inoperable if it is not "street legal."

22. The association owner/management assumes no liability or responsibility for loss, damage or claims of any nature for any motor vehicle or personal property parked or stored by Unit Owners, their family members and guests.

23. All motor vehicles of any type must be registered with management including information on: make, model, year, tag number, and description.

24. Employees of the Association are not to be sent out of the building by Unit Owners for personal errands. The Board of Administration and/or its management agent shall be solely responsible for supervising employees of this Association.

25. The personal property of Unit Owners must be stored either in their respective Units, or (if applicable) assigned storage areas.

26. No Unit Owner shall make or permit any disruptive noises or noxious fumes in or about the Units and the Condominium Property, or permit any conduct by any persons that will interfere with the rights, comforts, or conveniences of other Unit Owners.

27. A Unit Owner who plans to be absent during the hurricane season, must prepare his Unit prior to his departure by:

- a. Removing all furniture, plants and other objects from his patio, terrace, atrium, roof deck or balcony; and
- b. Designating a responsible firm or individual if other than the Association, to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the names of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

28. Unit Owners may rent their unit on a nightly, weekly, monthly, or yearly basis, but must provide the management with the contact information for the tenant. All rentals will be subject to the rules and regulation of the Condominium Association.

29. Before a Unit is to be occupied by guests in the absence of the Unit Owner, a written guest identification notice listing names and length of stay must be furnished to the Manager.

30. No Unit Owner or Occupant may alter, change or remove any furniture, furnishings or equipment in the Common Elements.

31. A Unit Owner shall be liable for the expense of any maintenance, repair, replacement or damage to the Common Elements rendered necessary by his or her acts or by those of any member of such Unit Owner's family or the guests, employees, agents or lessees of the Unit Owner or his family.

32. A Unit Owner seeking to make an alteration, addition or improvement to his Unit shall submit the plans and specifications for same to the Board of Directors whether or not the approval of the Board is required under the terms of the Declaration of Condominium or the Bylaws of the Association. Other than the Developer and as otherwise provided herein, Owners may not do any construction or renovation without the written approval of the Association. The Association may reasonably restrict the time and manner of construction, except as it relates to the Developer. Other than the Developer, Unit



Owners must provide the Association with a \$500.00 security deposit prior to commencing construction or renovation. The owners must provide the Association with copies of proper permits, licenses, and insurance certificates before commencing with construction or renovations and must use only properly licensed workers.

33. A Unit Owner who causes damage to another Unit or to Common Elements as a result of his making an alteration, addition or improvement to his Unit shall be liable for damages to the Owner of such other Unit or to the Association as the case may be.

34. A Unit Owner is responsible for repairing plumbing problems, i.e. clogged drains, within their Units.

35. Park only in spaces marked for residents of the Condominium. Advise guests and visitors to avoid reserved spaces, even for a few minutes, and to park in guest spaces. The Association reserves the right to tow any and all improperly parked vehicles. All costs associated with towing such vehicle will be paid by the owner of the towed vehicle.

36. The speed limit throughout the property is 10 miles per hour.

37. Unit Owners must make all minor repairs as needed and comply with the following maintenance requirements:

a. General Maintenance

- i. Regularly inspect bathroom fixtures to make certain that they are all properly sealed with bathroom grout in order to prevent damage to the walls, floors and ceilings of units on the lower floors.
- ii. Regularly inspect walls and ceilings to check for stains caused by water, filtration or humidity.
- iii. If you experience problems with your circuit breakers contact a licensed electrician.
- iv. If you feel a slight electric shock when touching and electrical appliance, unplug and repair the appliance.
- v. If your lights flash on and off or fluctuate in strength, contact a licensed electrician.

b. Plumbing Maintenance

- i. Regularly check the faucets and water valves for leaks.
- ii. Regularly make certain that there are no water leaks in the tub or sinks.
- iii. Clean any sediments which have collected in the water heater monthly or as recommended in the water heater's manual.

c. Air Conditioner and Heating Unit Maintenance

- i. Regularly change and/or clean the filters on the air conditioner and heating unit.
- ii. Service the units annually or as recommended in the unit's manual.
- iii. Maintain the thermostat at 78 degrees or cooler to minimize the likelihood of any mold developing in the Unit.

38. Recreation facilities may be reserved for private parties only through the Association. All reservations shall be on a first come, first served basis and all functions must conclude by 11:00 p.m.

39. Additional rules regarding recreational facilities and special amenities, if any, offered in the condominium will be posted on site or available at the management office.

40. Unless authorized by the Association, no Unit Owner may move into a Unit except on Monday through Friday from 9:00 a.m. to 7:00 p.m. and on Saturdays from 10:00 a.m. to 8:00 p.m. No moving vans larger than fifty (50) feet are permitted on the property.

41. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted or amended, and the provisions of the Declaration, By-Laws and Articles of Incorporation or the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-laws, provided the following procedures are adhered to:

- a. Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed.
- b. Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee or other Unit owners, shall hear reasons why penalties should not be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
- c. Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- d. Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- e. Payment of Fines: Fines shall be paid not later than fifteen (15) days after notice of the imposition thereof.

- f. **Application of Fines:** All monies received from fines shall be allocated as directed by the Board of Directors.
- g. **Non-exclusive Remedy:** The fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover bylaw from such Owner or occupant.

42. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of conflict or a doubt as to whether a specific practice activity is not permitted. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor the Units owned by the Developer. All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

In the event of conflict between the provisions of these Rules and Regulations and the Bylaws of the Association or the Declaration of Condominium, the Bylaws shall supersede the Rules and Regulations and the Declaration of Condominium shall supersede both.

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS**Detail by Entity Name****Florida Non Profit Corporation**

THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC

**Filing Information**

Document Number	N14000003147
FEI/EIN Number	NONE
Date Filed	03/31/2014
State	FL
Status	ACTIVE
Effective Date	03/26/2014
Last Event	AMENDMENT
Event Date Filed	10/14/2014
Event Effective Date	NONE

**Principal Address**2 THURMOND STREET  
KEY LARGO, FL 33037**Mailing Address**PO BOX 1578  
KEY LARGO, FL 33037**Registered Agent Name & Address**MCGRAW, DAVID  
2 THURMOND STREET  
KEY LARGO, FL 33037**Officer/Director Detail****Name & Address**

Title P

MCGRAW, DAVID  
2 THURMOND STREET  
KEY LARGO, FL 33037

Title VP

DE JESUS MCGRAW, MARIANA  
101 OLEANDER CIRCLE  
KEY LARGO, FL 33037

**Annual Reports**

**No Annual Reports Filed**

**Document Images**

10/14/2014 -- Amendment

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03/31/2014 -- Domestic Non-Profit

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**HL&Y**  
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Attorneys At Law

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ROBERT C. STOBER  
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AISLYNN THOMAS-McDONALD  
CHRISSE FERNANDEZ

ALL CORRESPONDENCE TO:  
90130 OLD HIGHWAY  
TAVERNIER, FLORIDA 33070  
(305) 852-8440 FAX (305) 852-8848

MIAMI OFFICE  
9350 S. DIXIE HIGHWAY, SUITE 1400  
MIAMI, FLORIDA 33156  
(305) 670-7546 FAX (305) 514-0639

February 11, 2015

Teri Rumberger  
Monroe County Code Compliance  
Marathon Government Center  
2798 Overseas Highway  
Marathon, FL 33050

RE: CE14030127 Thurmond Street Partners LLC/McGraw

Dear Teri,

Enclosed please find the *original* Stipulation To Code Enforcement Violation as signed by our client, Thurmond Street Partners, LLC, copy of which was emailed to you on the date of this letter concerning the above-referenced matter.

Thank you for your cooperation.

Sincerely,

*s/ James S. Lupino*

JAMES S. LUPINO, ESQ.  
JSL/mav

Enclosure

cc: Client

**Case#:** CE14030127

**Property Owner:** Thurmond Street Partners LLC / David McGraw & Mariana De Jesus  
(aka Marianna McGraw)

**DBA:** Sunset Beach Weddings Inc and Key Largo Lighthouse Beach Weddings

**Physical Location:** 2 Thurmond Street, Key Largo, Florida 33037  
(aka 98890 Overseas Hwy, Key Largo, Florida 33037)

**RE#/Parcel #:** 00088160-000100      **Alternate Key#:** 8919549

**Land Use District:** SR – Suburban Residential

**VR Use requirements:** Special Vacation Rental Permit is required

**Exhibits:**

- 1                      Notice of Violation/Notice of Hearing
- 2                      Photos and Aerials of Property
- 3                      VRBO Advertisement # 189525 – January 2014
- 4                      Initial research of the Vacation Rental
- 5                      VRBO Advertisement #189525 – March 2014
- 6                      Confirmation of 1<sup>st</sup> Inquiry
- 7                      Inquiry and Response
- 8                      Key Largo Lighthouse Sunset Beach Advertisement
- 9                      Referrals & Responses: Planning Dept. & GIS Dept.
- 10                     Updated Advertisements – Key Largo Lighthouse Sunset Beach – May 2014
- 11                     Updated VRBO #189525
- 12                     Courtesy Notice to Property Owner: DS Investments I LLC – October 2014
- 13                     Deed filed with Clerk of Court
- 14                     Sunbiz for New Owner Information
- 15                     Tax Information – Sunset Beach Weddings Inc/David McGraw
- 16                     Updated Property Record Card and Property Information Card
- 17                     Articles of Incorporation filed with State of Florida
- 18                     Clerk of Court print out of Declaration & Deed filed
- 19                     Declaration of Condominium Association paperwork (see pages 20, 29,30)
- 20                     Courtesy Notice issued new Property Owner: Thurmond Street Partners LLC
- 21                     Updated Key Largo Lighthouse Sunset Beach Advertisement – January 2015
- 22                     Updated VRBO Advertisement #189525
- 23                     Confirmation of 2<sup>nd</sup> Inquiry
- 24                     Inquiry and Response
- 25                     Monroe County Codes that apply to the case

FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



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Entity Name Search

**Entity Name List**

Corporate Name	Document Number	Status
<a href="#">THURMOND STREET PARTNERS LLC</a>	L14000026487	Active
<a href="#">THURMOND STREET PARTNERS CONDOMINIUM ASSOCIATION INC</a>	N14000003147	Active
<a href="#">THURMOND TECHNOLOGY, INC.</a>	P98000054749	INACT
<a href="#">THURMON ENTERPRISES, LLC</a>	L04000017586	INACT
<a href="#">THURMON INDUSTRIAL PLAZA CONDOMINIUM ASSOCIATION, INC.</a>	N07000007324	INACT
<a href="#">THURNBORG INVESTMENTS, INC.</a>	P97000107430	INACT
<a href="#">THURN CONSTRUCTION, INC.</a>	612724	Active
<a href="#">THURNER CONSTRUCTION COMPANY INC</a>	313615	INACT
<a href="#">THURNER CONSTRUCTION, INC.</a>	P93000063588	Active
<a href="#">THURNER HOMES OF FLORIDA, INC.</a>	F20708	INACT
<a href="#">THURNER SURVEYING AND MAPPING, INC.</a>	P05000137491	INACT
<a href="#">THURNHAM LEISURE, INC.</a>	P03000028659	INACT
<a href="#">THURNHERR TRANSPORT LLC</a>	M99000000748	INACT
<a href="#">THURN &amp; KLEIN CONSTRUCTION, INC.</a>	612724	NAME HS
<a href="#">THURNOT, INC.</a>	P07000121118	Active
<a href="#">THURNRIDGE INVESTMENTS, LLC</a>	L11000028560	Active
<a href="#">THURNS MARKETING, INC.</a>	S04471	INACT
<a href="#">THUROBRED, LLC</a>	L13000018839	Active
<a href="#">THUR-O-CLEAN OF ORANGE PARK, INC</a>	403127	INACT
<a href="#">THUROCLEAN PROFESSIONAL SERVICES, INC.</a>	P13000075908	Active

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Entity Name Search





**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company**

THURMOND STREET PARTNERS LLC

**Filing Information**

<b>Document Number</b>	L14000026487
<b>FEI/EIN Number</b>	NONE
<b>Date Filed</b>	02/17/2014
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Effective Date</b>	02/10/2014

**Principal Address**2 THURMOND STREET  
KEY LARGO, FL 33037**Mailing Address**PO BOX 371578  
KEY LARGO, FL 33037**Registered Agent Name & Address**MCGRAW, DAVID  
2 THURMOND STREET  
KEY LARGO, FL 33037**Authorized Person(s) Detail****Name & Address**

Title MGR

MCGRAW, DAVID  
2 THURMOND STREET  
KEY LARGO, FL 33037

Title AMBR

DE JESUS, MARIANA  
2 THURMOND STREET  
KEY LARGO, FL 33037**Annual Reports****No Annual Reports Filed**

**Document Images**

[02/17/2014 -- Florida Limited Liability](#)

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FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



## Detail by Entity Name

### Florida Limited Liability Company

THURMOND STREET PARTNERS LLC

### Filing Information

Document Number	L14000026487
FEI/EIN Number	NONE
Date Filed	02/17/2014
State	FL
Status	ACTIVE
Effective Date	02/10/2014

### Principal Address

2 THURMOND STREET  
KEY LARGO, FL 33037

### Mailing Address

PO BOX 371578  
KEY LARGO, FL 33037

### Registered Agent Name & Address

MCGRAW, DAVID  
2 THURMOND STREET  
KEY LARGO, FL 33037

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

MCGRAW, DAVID  
2 THURMOND STREET  
KEY LARGO, FL 33037

Title AMBR

DE JESUS, MARIANA  
2 THURMOND STREET  
KEY LARGO, FL 33037

### Annual Reports

No Annual Reports Filed

### Document Images

[02/17/2014 -- Florida Limited Liability](#)

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## Rumberger-Teri

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**From:** Haberman-Joe  
**Sent:** Thursday, March 13, 2014 1:21 PM  
**To:** Rumberger-Teri  
**Subject:** RE: TDR calculations

Teri - I have not completed any further analysis on that property since that email.

**Joseph E. Haberman, AICP**  
**Planning & Development Review Manager**  
Monroe County | Planning & Environmental Resources Department  
2798 Overseas Highway | Suite 400 | Marathon, Florida 33050  
(305)289-2532

---

**From:** Rumberger-Teri  
**Sent:** Thursday, March 13, 2014 1:18 PM  
**To:** Haberman-Joe  
**Subject:** RE: TDR calculations

Hi Joe,  
I am working on a case and Lisa needs more information on the property:  
2 Thurmond St, Key Largo

Do you have any additional information?  
Thanks,  
Teri

---

**From:** Granger-Lisa  
**Sent:** Thursday, March 13, 2014 12:32 PM  
**To:** Rumberger-Teri  
**Cc:** Haberman-Joe  
**Subject:** FW: TDR calculations

Fyi, please ask Joe H. if he has other info on this property. Thanks.

*Lisa Granger*  
Assistant County Attorney  
Monroe County Attorney's Office  
1111 12<sup>th</sup> Street Suite 408  
Key West, Florida 33040  
(305)292-3470

**Please note: Florida has a very broad public records law. Most written communications to or from the County regarding County business are public record, available to the public and media upon request. Your e-mail communication may be subject to public disclosure.**

**From:** Grimsley-Susan  
**Sent:** Thursday, March 13, 2014 12:28 PM  
**To:** Granger-Lisa  
**Subject:** FW: TDR calculations



Susan Grimsley, Asst. County Attorney  
 1111 12th Street, Suite 408  
 Key West, FL 33040  
 305.292.3470  
 305.292.3516 (fax)  
 Marathon Telephone 305.289.2500

**From:** Haberman-Joe  
**Sent:** Monday, February 03, 2014 12:24 PM  
**To:** 'Jim Lupino'  
**Cc:** [davemcgraw123@gmail.com](mailto:davemcgraw123@gmail.com); Grimsley-Susan; Santamaria-Mayte  
**Subject:** RE: TDR calculations

Jim, according to the property appraiser's GIS data, the parcel identified by real estate #00088160.000100 consists of 188,463 square feet (4.33 acres). However, there is a boat basin and some shoreline areas that are below mean high water. The property appraiser does not provide the exact amount of land or upland and cannot be relied upon as correct. As only a survey would provide the exact amount of upland, please be aware that the unit totals provided in the table below will be less to an unknown degree as I used the property appraiser's baseline data and did not deduct these submerged areas. Areas associated with submerged land or land below MHW cannot be used for density purposes. Also please note that if your client plans on a mixed use development with nonresidential uses, density is cumulative and the residential maximums will decrease to account for nonresidential density.

Approximate Build-out Totals:

Land Use (SR Zoning)	Size of Site (per parcel)	Allocated Density	Maximum Allowed w/o TDRs	Max Net Density	Maximum Allowed w/ TDRs
Residential (permanent)	Approx. 4.33 acres, Approx. 2.16 buildable acres (50% O.S.R. required)	0.5 units / acre	2.17 - 2 unit max	5 units / buildable acre	10.80 - 10 unit max 7.83 TDRs)
Residential (transient/institutional)		3 rooms/ acre	12.99 -12 rooms	6 rooms / buildable acre	12.96 - 12 room max (does not improve w/ TDRs)
Residential (transient/hotel)		5 rooms / acre	21.65 - 21 rooms	15 rooms / buildable acre	32.40 -32 rooms (w/10.35 TDRs)
Residential (transient/RV & campground)		5 spaces / acre	21.65 - 21 spaces	10 spaces / buildable acre	21.60 -21 spaces (does not improve TDRs)

**Joseph E. Haberman, AICP**  
Planning & Development Review Manager  
Monroe County | Planning & Environmental Resources Department  
2798 Overseas Highway | Suite 400 | Marathon, Florida 33050  
(305)289-2532

---

**From:** Jim Lupino [mailto:[JLupino@tropicalaw.com](mailto:JLupino@tropicalaw.com)]  
**Sent:** Monday, February 03, 2014 11:49 AM  
**To:** Haberman-Joe  
**Cc:** [davemcgraw123@gmail.com](mailto:davemcgraw123@gmail.com)  
**Subject:** FW: TDR calculations

Joe,  
Please see the email from Susan below. This is for use on the 2 Thurmond Dr property in Key largo. Using the property appraisers information can you advise on the density allowances and the number of units available to add. Our client spoke to staff before entering into a contract and was advised that up to 10 units on the property was allowed if the TDR's were available. We now have in excess of 7 tdr's under contract with a closing scheduled in a week.  
Can you confirm.  
Thanks  
Jim

James S. Lupino, Esquire  
Hershoff Lupino & Yagel, LLP  
90130 Old Highway  
Tavernier, FL 33070  
(305) 852-8440 - Telephone  
(305) 852-8848 - Facsimile  
[jlupino@tropicalaw.com](mailto:jlupino@tropicalaw.com)



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**From:** Grimsley-Susan [mailto:[Grimsley-Susan@monroecounty-fl.gov](mailto:Grimsley-Susan@monroecounty-fl.gov)]  
**Sent:** Monday, February 03, 2014 10:33 AM  
**To:** Jim Lupino  
**Cc:** Haberman-Joe; Santamaria-Mayte  
**Subject:** TDR calculations

For a density calculation for a purchase and sale , I strongly advise that you verify the number of TDRs presently on the property and what is needed to build the number of units that your client wishes to construct. This should be done with Joe Haberman at the Marathon office. In discussing the numbers with you and with staff, they are so close , and are now calculated to two decimal places I believe, instead of four, that you should go in with what you have, a survey if it differs from the Property Appraiser, and anything else Joe might need.

Let me know if I can help you further.





Susan Grimsley, Asst. County Attorney  
1111 12th Street, Suite 408  
Key West, FL 33040  
305.292.3470  
305.292.3516 (fax)  
Marathon Telephone 305.289.2500

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Unique Florida Weddings

Voted top Florida Wedding Venues - Award winning Florida weddings created one at a time at Key Largo Lighthouse Beach.

8+1 2

## Voted one of the best wedding venues in South Florida two years in a row.

### ROMANTIC IS THE WORD YOU ARE LOOKING FOR

There is elegant and there is casual. But our Florida wedding venues are both. They ooze a sort of timeless elegance, while at the same time, a naturally casual outdoor wedding experience. So here is where nature and elegance mix to become "Romantic".

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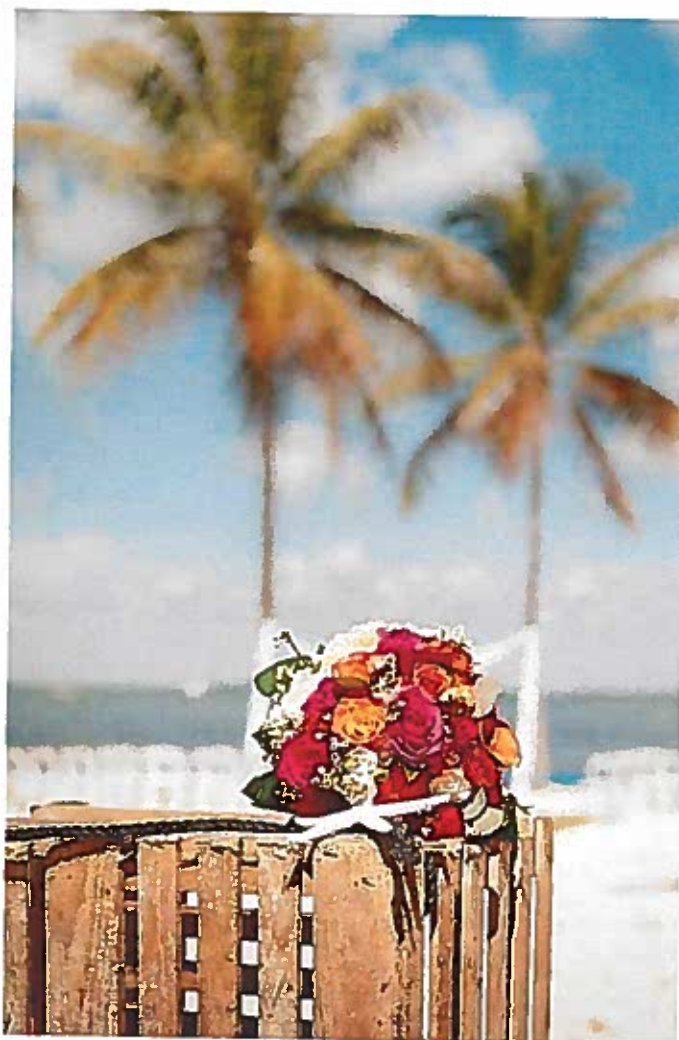
Our venue is closer to Miami International airport, an easy 60 minute drive. That makes us hours closer than most Florida Keys wedding venues for you and your guests.

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YOUR GUESTS ARE NOT EXPECTING THIS

They will all ask how you found it and all wonder how you could afford it. Palm trees and white sand beaches. Huge party areas. Impeccable accommodations for your families. Meticulous maintenance.

Your wedding success is assured. Our award winning Florida wedding venues become the framework for your own unique beach wedding in The Florida Keys.



## Key Largo Lighthouse Beach Weddings

TRUE PRIVACY ON A GATED 5 ACRE ESTATE

A 2 person wedding or 400 person event. A huge party area puts your unique wedding on the beach in the fabulous Florida Keys.

It oozes elegance in a strangely casual way. Our guests give it an "A" for "Awesome". Private accommodations for 10 - 16 people if preferred. Private boat docks included.

Learn more about your beach wedding venue in Florida





## One of the great Florida wedding venues

Insure your success. Choose a South Florida wedding location capable of producing spectacular and unique beach weddings.

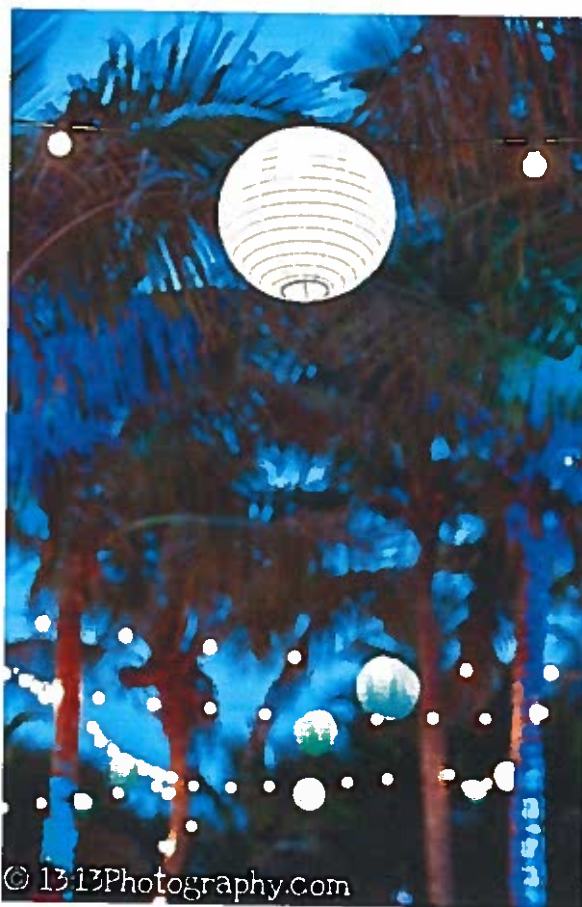
### REAL PRIVACY

Our Florida wedding venue boast accommodations directly on the property. Your families can live, play, laugh and love together for a number of days. And all amenities, restaurants, hotels shopping are very close by

Weddings here are mainly about family and friends being together. Our weddings are measured in days, not hours and minutes. A Key Largo Lighthouse beach wedding is a giant family magnet. It pulls everyone close together as they relax and play together in real privacy.

There are other beautiful wedding venues in Florida but none can match the privacy, natural beauty, sheer elegance, and cost advantages of our Key Largo Lighthouse Beach Weddings locations in the Florida Keys.

Read the F.A.Q. planning a destination wedding



© 1313Photography.com



In 2014, a huge upgrade to our outdoor lighting and power. The result is spectacular.

The feeling is so very different. A Florida Keys wedding that explodes with light. Daytime offers incredible nature and wild beauty. But then, in the nighttime, the lighting systems make the beaches sparkle into a romantic, almost surreal wonderland.

Up-lighting, path lighting, festival lighting, Chinese lanterns - They all combine to create an ambiance a truly great wedding needs and deserves.

Learn how it works at our All inclusive wedding venues in Florida

8+1 2

### You may also want to know more about...



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- [Destination Wedding F.A.Q.](#)
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How do you know your wedding will be a success?

*"There is no opportunity to do it over."*

*We create award winning weddings one at a time.*

*We want to create yours next. -Marlane McGraw*



Create your wedding Contact us today

*We take your wedding just as seriously as you do.*

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## CODE ENFORCEMENT DETAIL

Case Number	CE13110087	Tenant	
Case Date	11-25-2013	Add Info	
Origination	5 - REFERRAL	Status	O - OPENED WITH RECEP
Operator	martch	Officer	TR

## PROPERTY ON CASE

RE	00489630000000	Owner	PETERSON ERIC A & MORIA L
Property Address	164 N BAY HARBOR	Owner Address	3332 NE 31ST AVE
City/State/Zip	KEY LARGO FL 33037	City/State/Zip	LIGHTHOUSE POINT FL 33064
		Phone	

## CASE DESCRIPTION

VACATION RENTAL

## COMPLAINT CODE(S)

1: VACATION RENTAL

## INSPECTIONS/EVENTS DETAIL

DATE	TIME	INSPECTION / EVENT TYPE	INSTRUCTIONS / COMMENTS
03-26-2014	13:55:13	VACATION RENTAL INSPECTION	VRI CONDUCTED
03-17-2014	13:55:35	VACATION RENTAL INSPECTION	VRI CONDUCTED
02-24-2014	15:08:42	VACATION RENTAL INSPECTION	VRI CONDUCTED
02-14-2014	15:08:03	VACATION RENTAL INSPECTION	VRI CONDUCTED
01-17-2014	09:28:42	VACATION RENTAL INSPECTION	VRI CONDUCTED
12-23-2013	09:00:48	VACATION RENTAL INSPECTION	VRI CONDUCTED
12-18-2013	09:00:30	VACATION RENTAL INSPECTION	VRI CONDUCTED
12-04-2013	10:39:51	INITIAL INSPECTION TYPE	VRI CONDUCTED
11-25-2013	10:39:48	CREATE A CASE	COMPLAINT RECORDED BY MARTCH

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2. [USA](#) >
3. [Florida](#) >
4. [Florida Keys](#) >
5. [Upper Florida Keys](#) >
6. [Key Largo](#)
7. Rental i91357

## VERY PRIVATE - 5 ACRE BEACHFRONT

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- [Map](#)
- [Photos](#)
- [Availability](#)
- [Rates](#)
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From **\$30,000** Per month [Detailed Price](#)

05/09/2014 05/13/2014

Instant QuoteQuote

Email OwnerEmail

Sleeps	17
Bedrooms	4
Bathrooms	5
Half Baths	1
Property type	estate
Minimum Stay	30 nights

Contact the owner directly to confirm reservation details and pay with an approved method (credit card, check, or bank transfer), to protect your payment up to \$1,000.

Add vacation protection services to your booking

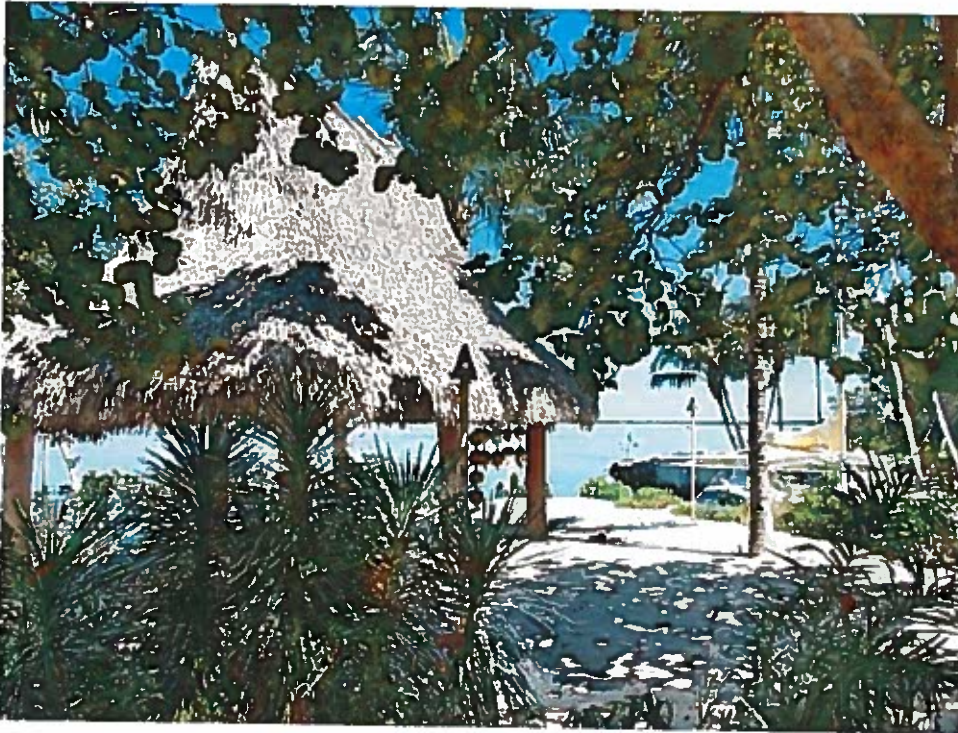
Three services to protect your trip:

Protect your payments in case you need to cancel.

Guarantee the rental meets your expectations

Ensure you're prepared in case of accidental damage

[Get it now](#)



1 of 21



- 1. [World](#) >
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- 4. [Florida Keys](#) >
- 5. [Upper Florida Keys](#) >
- 6. [Key Largo](#)
- 7. Rental 191357

## VERY PRIVATE - 5 ACRE BEACHFRONT

### Key Largo Estate Rental Photos and Description

**5 Bedrooms + (Sleeps 14) // Parties up to 250 guests.**

This property is enormous. Midweek special pricing. Big family vacation. Check out our website.

**Suitability:** limited accessibility, Minimum Age Limit for Renters, children welcome, non smoking only, Long-term Renters Welcome, pets not allowed

Sleeps	17
Bedrooms	4
Bathrooms	5
Half Baths	1
Property type	estate
Minimum Stay	30 nights

Contact the owner directly to confirm reservation details and pay with an approved method (credit card, check, or bank transfer), to protect your payment up to \$1,000.





### Mariana & David McGraw - Owners

This advertiser has been with HomeAway.com since 2008  
Speaks english, spanish

[Call Owner](#)

#### Add vacation protection services to your booking

Three services to protect your trip:

Protect your payments in case you need to cancel.

Guarantee the rental meets your expectations

Ensure you're prepared in case of accidental damage.

[Get it now](#)

### Reviews

#### Property Reviews

Be the first to [review this listing!](#)

[Write a Review](#)

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### Map

**Nearest Airport**  
60 Miles  
Miami International

**Car:** necessary

Outdoor activities are everywhere. After all, you really are living on a tropical island. Most of the activities are inexpensive, and many of the activities are free because they are right here on the property. You can find excellent snorkeling and some of the most fun fishing right here. People rent kayaks or jet skis or a boat for the week and practically live on the water. Many people come with plans to leave the property to do different activities every day but soon find themselves just hanging around on the property all day playing with the family.

**Instant Quote**

## Photos



[Instant Quote](#) [Quote](#) [Email Owner](#) [Email](#)

### Availability & Rates

Available      Unavailable

May 2014

Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June 2014

Su	Mo	Tu	We	Th	Fr	Sa

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July 2014

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2014

Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Updated: Feb 27, 2014

**Key Largo Estate Rental Rates**

Rental Basis: Per property  
 Rental rates quoted in: USD

Approximate equivalent in:

Rate Period	Nightly	Weekend Night	Weekly	Monthly *	Event
-------------	---------	---------------	--------	-----------	-------

**My Standard Rate**

Changeover Day: Tuesday  
 30 night minimum stay \$30,000

**Additional information about rental rates**

- cleaning \$400.00
- Property Damage Protection \$89.00

In full 90 days prior to arrival.

\* Approximate monthly rate. Actual rate will depend on the days of the month you stay.

Payment is usually accepted in the quoted currency (USD) unless the currency and the amount is specifically agreed in advance with the owner / advertiser.

[Instant Quote](#) [Quote](#) [Email Owner](#) [Email](#)

## Amenities

### Key Largo Estate Accommodation and Amenities

estate

**Property Type:**

accept credit card

**Forms of Payment:**

Guests provide their own meals

**Meals:**

2400 sq. ft.

**Floor Area:**

Beachfront

**Location Type:**

Waterfront

**General:**

Parking  
Internet  
Towels Provided  
Washing Machine  
Clothes Dryer

Fireplace  
Air Conditioning  
Linens Provided  
Living Room

**Kitchen:**

Kitchen ...

**Dining:**

Dining Room  
Dining ...

seating for 8 people

**Bathrooms:**

5 Bathrooms, 1 Half Bath  
 Bathroom 1 - toilet , shower  
 Bathroom 2 - toilet , shower  
 Bathrooms for events - Air conditioned bathrooms for up to 250 guests.  
 Bathroom 4 - toilet , shower  
 Bathroom 5 - toilet , shower  
 Bathroom 6 - toilet , shower

**Bedrooms:**

4 Bedrooms, Sleeps 17  
 Bedroom 2 - 1 king  
 Bedroom 3 - 1 king  
 Bedroom 4 - 1 king  
 Bedroom 1 - 1 king , 2 twin/ single  
 Bedroom 6 - 4 sleep sofa /futon , Two Queen sofa beds and two futons.  
 King size beds (5), Queen sleep sofas (2)

**Entertainment:**

Television  
 Satellite / Cable

**Outside:**

Outdoor Grill  
 Lawn / Garden  
 Balcony  
 Barbecue

**Suitability:**

limited accessibility  
 Minimum Age Limit for Renters ...  
 children welcome  
 non smoking only  
 Long-term Renters Welcome  
 pets not allowed

**Pool / Spa:**

Heated Pool  
 Private Pool

**Attractions:**

marina  
 nude beach  
 coin laundry  
 reefs  
 restaurants

**Leisure Activities:**

walking  
 beachcombing  
 bird watching

eco tourism

boating  
sight seeing  
paddle boating  
wildlife viewing

ATM/bank  
massage therapist  
medical services  
fitness center

groceries  
hospital  
laundromat

**Local Services & Businesses:**

snorkeling/diving  
scuba diving or snorkeling  
wind-surfing  
water skiing  
sailing  
cycling  
fishing  
swimming  
tennis

**Sports & Adventure Activities:**

deepsea fishing  
kayaking  
parasailing  
hiking  
jet skiing  
pier fishing  
snorkeling  
surf fishing

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Overview Reviews Map Photos **Availability** Rates Amenities

From **\$30,000** Per month [Detailed Price](#)

Your dates are **Not Available**  
 05/09/2014 05/19/2014

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Updated: Feb 27, 2014

Key Largo Estate Rental Rates

Rental Rules: Dec 1st - 31st

Overview Reviews Map Photos **Availability** Rates Amenities

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Updated: Feb 27, 2014

Key Largo Estate Rental Rates

Rental Rules: Dec 1st - 31st



**Scott P. Russell, CFA**  
**Property Appraiser**  
**Monroe County, Florida**

Key West (305) 292-3420  
 Marathon (305) 289-2550  
 Plantation Key (305) 852-7130

**Property Record Card -**  
**Maps are now launching the new map application version.**

Website tested on IE8, IE9, & Firefox.  
 Requires Adobe Flash 10.3 or higher

**Alternate Key: 8919549 Parcel ID: 00088160-000100**

**Ownership Details**

Mailing Address:  
 DS INVESTMENTS I LLC  
 2512 SW 30TH AVE  
 HALLANDALE, FL 33009-3095

**Property Details**

PC Code: 01 - SINGLE FAMILY  
 Millage Group: 500K  
 Affordable Housing: No  
 Section-Township-Range: 32-61-39  
 Property Location: 2 THURMOND ST KEY LARGO  
 Legal Description: 32 61 39 ISLAND OF KEY LARGO PT LOTS 9-11 BCC 17-1968 PT DISCLAIMED RD BCC 87-1973 FKA LOTS 1-29, 20FT ALLEY AND E1/2 BAY VIEW BLVD BK 2 EL DORADO HEIGHTS PB1-203 OR510-448 OR818-268 OR1480-29/30 OR1480-31/33 OR1480-37/38 OR1480-34/36 OR1480-1582D/C OR1480-1583AFF OR2226-2283/92 OR2330-2026/29 OR2333-1513/15C OR2585-2392/96 OR2589-458/62

Click Map Image to open interactive viewer



**Land Details**

Land Use Code	Frontage	Depth	Land Area
00HH - HARDWOOD HAMMOCK			2.66 AC
01HW - RES=HWY TO WATER	0	0	70,903.00 SF

**Building Summary**

Number of Buildings: 1  
 Number of Commercial Buildings: 0  
 Total Living Area: 2454  
 Year Built: 1966

**Building 1 Details**

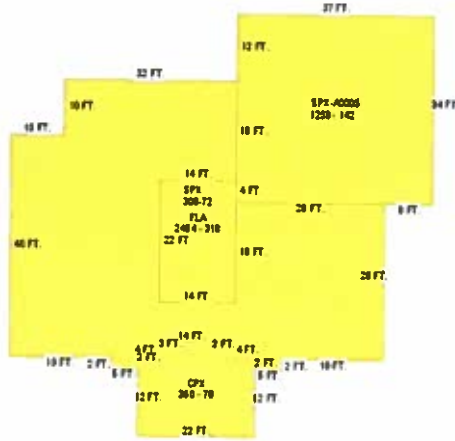
Building Type R1                      Condition A                      Quality Grade 500  
 Effective Age 26                      Perimeter 318                      Depreciation % 32

Year Built 1966  
 Functional Obs 0  
 Special Arch 0  
 Economic Obs 0  
 Gnd Floor Area 2,454

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.  
 Roof Type GABLE/HIP  
 Heat 1 NONE  
 Heat Src 1 NONE  
 Roof Cover ASPHALT SHINGL  
 Heat 2 NONE  
 Heat Src 2 NONE  
 Foundation CONC PILINGS  
 Bedrooms 4

Extra Features:

2 Fix Bath	0	Vacuum	0
3 Fix Bath	1	Garbage Disposal	0
4 Fix Bath	0	Compactor	0
5 Fix Bath	0	Security	0
6 Fix Bath	0	Intercom	0
7 Fix Bath	0	Fireplaces	2
Extra Fix	0	Dishwasher	0



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic	A/C	Basement %	Finished Basement %	Area
1	CPX		1	1966					350
2	FLA	5.C.B.S.	1	1966		Y			2,454
3	SPX	5.C.B.S.	1	1966	N	Y	0.00	0.00	308
4	SPX		1	1966					1,258

Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	RW2 RETAINING WALL	200 SF	40	5	1975	2008	1	50
2	RW2 RETAINING WALL	300 SF	100	3	1975	2008	3	50
3	CC2 COM CANOPY	598 SF	23	26	1975	1976	5	40
4	FN2 FENCES	2,312 SF	289	8	2001	2002	4	30
5	PO4:RES POOL	336 SF	21	16	1975	1976	4	50
6	SW2:SEAWALL	240 SF	0	0	1975	1976	4	60
7	DK3 CONCRETE DOCK	160 SF	0	0	1975	1976	4	60
8	GR2:GARAGE	625 SF	25	25	1999	2000	2	60
9	PT2:BRICK PATIO	1,625 SF	0	0	1999	2000	4	50
10	PT2:BRICK PATIO	5,556 SF	0	0	2001	2002	4	50
11	RW2 RETAINING WALL	372 SF	124	3	1984	1985	4	50
12	TK2:TIKI	300 SF	20	15	1989	1990	2	40
13	DK4:WOOD DOCKS	464 SF	116	4	2004	2005	3	40
14	DK4:WOOD DOCKS	128 SF	16	8	2004	2005	3	40
15	PT2:BRICK PATIO	925 SF	0	0	1997	1998	2	50
16	WD2 WOOD DECK	598 SF	26	23	1989	2013	1	40
17	WF2:WATER FEATURE	2 UT	0	0	2008	2013	3	20

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
------	--------	-------------	----------------	--------	-------------	-------

1	0030937	03/13/2000	02/14/2002	1	Residential	CBS GARAGE
	1300698	03/16/2001	02/14/2002	1		MASONRY WALL
	1300855	05/03/2001	02/14/2002	1		BRICK PAVERS
				0		
	03305600	01/20/2004	12/10/2004	1		NEW DOCK & PILES
	04302346	05/18/2004	12/10/2004	1		RE-ROOF

### Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2013	237,991	150,346	2,302,656	2,690,993	2,690,993	0	2,690,993
2012	239,997	134,266	1,325,338	1,699,621	1,699,621	0	1,699,621
2011	243,823	137,892	1,697,363	2,078,878	2,078,878	0	2,078,878
2010	243,579	140,792	3,217,500	3,601,871	3,601,871	0	3,601,871
2009	252,105	144,404	3,217,500	3,614,009	3,614,009	0	3,614,009
2008	250,744	147,890	5,362,500	5,761,134	5,761,134	0	5,761,134
2007	387,749	141,134	3,165,000	3,693,883	3,693,883	0	3,693,883
2006	416,416	134,670	1,592,500	2,143,786	2,143,786	0	2,143,786
2005	390,390	138,353	796,250	1,324,993	1,324,993	0	1,324,993
2004	479,041	132,813	477,750	1,089,604	1,089,604	0	1,089,604
2003	252,127	138,329	477,750	866,206	866,206	0	866,206
2002	162,571	139,611	398,125	700,307	700,307	0	700,307
2001	135,675	56,670	336,675	529,420	529,420	0	529,420
2000	124,316	9,422	242,550	376,290	376,290	0	376,290
1999	124,316	9,876	242,550	376,744	376,744	0	376,744
1998	124,335	10,234	250,470	385,039	385,039	0	385,039

### Parcel Sales History

NOTE: Sales do not generally show up in our computer system until about two to three months after the date of sale. If a recent sale does not show up in this list, please allow more time for the sale record to be processed. Thank you for your patience and understanding.

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
9/11/2012	2589 / 458	2,000,000	WD	37
8/24/2012	2565 / 2392	100	CT	12
12/22/2011	2548 / 2123	30,000	OTHER	16
6/28/2010	2473 / 1326	100	WD	11
11/5/2007	2330 / 2026	7,360,100	WD	Q
7/24/2006	2226 / 2283	4,400,000	WD	Q
10/1/1997	1480 / 0031	660,000	WD	Q

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Monroe County Monroe County Property Appraiser  
 Scott P. Russell, CFA  
 P.O. Box 1176 Key West, FL 33041-1176



Monroe County eGovPLUS



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PROPERTY INFORMATION			
RE	00088160000100	# Of Unit	2
Parent ID		Status	A
Address	2 THURMOND STREET		
City/State/Zip	KEY LARGO, FL 33037		
<p>Property   Legal   Activity   All</p> <p style="text-align: center;">ALL</p> <p style="text-align: center;">PROPERTY</p>			
OWNER INFORMATION			
Name	DS INVESTMENTS LLC		
Address	2512 SW 30 AVENUE		
City/State/Zip	HALLANDALE, FL 33009		
LEGAL INFORMATION			
Section	32	Map Book	1480
Township	61	Map Page	0031
Range	39	X Coord	
Block		Y Coord	
Lot		Lot Area	24500.000
Subdivision		Frontage	0
SALES / ASSESSMENT INFORMATION			
Last Sale	10-01-1997	Amount	660000
Last Assessed		Amount	385039
Millage	0		
DISTRICT INFORMATION			
Zone Class		Ward/Prec	
Zone Dist		School Dist 1	
Fire District		School Dist 2	
Flood Dist		Impact Dist	
Flood Elev	0.00		
LEGAL			
LEGAL DESCRIPTION			
32 61 39 ISLAND OF KEY LARGO			
PT LOTS 9-11 BCC 17-1968 PT DISCLAIMED			
R			
D BCC 87-1973 FKA			
LOTS 1-16 BK 2 EL DORADO HEIGHTS			

PB1-203  
& 20' ALLEY

## ACTIVITY

## PERMITS

Permit Number	Permit Type	Issued	Status
14300919	PLUMBING-SEWER TIE-IN(ONE SFR)	02-27-2014	OPEN
07304024	SITE WORK		OPEN
04302346	ROOFING-RESIDENTIAL	05-18-2004	CLOSED
03305600	DOCKING FACILITY	01-20-2004	CLOSED
01302574	FENCE AND/OR RETAINING WALLS	07-10-2001	CLOSED
01300855	LANDSCAPING	05-03-2001	CLOSED
01300698	FENCE AND/OR RETAINING WALLS	03-16-2001	CLOSED
01300659	ELECTRIC	03-20-2001	CLOSED
01300448	LAWN SPRINKLER SYSTEM	02-08-2001	CLOSED
01300190	ELECTRIC		VOID
00300937	GARAGE/ENCLOSED CARPORT	03-13-2000	CLOSED
98301337	ELECTRIC	05-04-1998	CLOSED

## CODE CASES

Case Number	Type	Status	Status Date	Board
CE14010144	5	O	01-24-2014	COMPLAINT
CE08030206	1	C	09-10-2012	COMPLAINT

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### Monroe County - Growth Management - Web Map Application

Monroe County Monroe County Property Appraiser Help

Print Find RE Number Find AK Number Search Owner Name

1 1,231



**Results**

- 00088160-000100 (1)
  - Parcels (1)
    - 00088160-000100

**Map Contents**

- MonroeCountySDE\_Environmental\_Lay
  - Overview
  - MCPA
  - Historic Areas
  - Marsh Rabbit Buffer
  - Marsh Rabbit Habitat
  - Endangered Species
  - Habitat 2009
  - Tier Overlay District
  - FEMA
  - Zoning
  - FLUM (Draft)
  - 2006 Orthophotography
  - 2009 Orthophotography
  - 2012 image catalog



# Monroe County - Growth Management - Web Map Application

Monroe County Monroe County Property Appraiser Help

Print Find RE Number Find AK Number Search Owner Name

1:1,231



**Results**

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  - 2012 Image catalog





FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS



## Detail by Entity Name

Florida Limited Liability Company

DS INVESTMENTS I, LLC

Filing Information

<b>Document Number</b>	L12000103909
<b>FEI/EIN Number</b>	46-0777855
<b>Date Filed</b>	08/13/2012
<b>State</b>	FL
<b>Status</b>	ACTIVE
<b>Effective Date</b>	08/06/2012

Principal Address

2512 SW 30 Ave  
Pembroke Park, FL 33009

Changed: 03/29/2013

Mailing Address

2512 SW 30 Ave  
Pembroke Park, FL 33009

Changed: 03/29/2013

Registered Agent Name & Address

Daiagi, Scott  
2512 SW 30 Ave  
Pembroke Park, FL 33009

Name Changed: 03/29/2013

Address Changed: 03/29/2013

Authorized Person(s) Detail

**Name & Address**

Title Managing Member

Daiagi, Scott  
2512 SW 30 Ave  
Pembroke Park, FL 33009

Annual Reports

Report Year	Filed Date
2013	03/29/2013

Document Images

[03/29/2013 -- ANNUAL REPORT](#)

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[08/13/2012 -- Florida Limited Liability](#)

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## Real Estate Account At 2 THURMOND ST, KEY LARGO

Real Estate Account #8919549

[Parcel details](#) [Latest bill](#) [Full bill history](#)

**Pay All: \$18,704.25**

<b>2013</b>	2012	2011	2010	...	1998
Paid	\$18704.25 due	Paid	Paid		Paid

**Danise D. Henriquez**

**Real Estate 2013 Annual Bill**

[Print This Bill \(PDF\)](#)

Monroe County Tax Collector

Notice of Ad Valorem Taxes and Non-ad Valorem Assessments

Account number	Parcel number	Escrow code	Millage code
<b>8919549</b>	00088160000100326139	—	500K

Paid 2013-12-17 \$24,938.68  
Receipt #115-13-00001993

[Get Bills by Email](#)

Prior Year(s) Taxes Due  
Pay your taxes online at:  
<http://www.monroetaxcollector.com/>

**PAYMENTS MUST BE MADE IN US FUNDS.**

*Owner*  
DS INVESTMENTS I LLC  
2512 SW 30TH AVE  
HALLANDALE, FL 33009-3095

*Situs address*  
2 THURMOND ST  
KEY LARGO

*Legal description*  
32 61 39 ISLAND OF KEY LARGO PT LOTS 9-11  
BCC 17-1968 PT DISCLAIMED RD BCC 87-1973  
FKA LOTS 1-29, 20FT ALLEY AND E1/2 BA ...  
Full legal available: [Parcel details](#)

### Ad Valorem Taxes

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
SCHOOL STATE LAW	1.9330	2,690,993	0	2,690,993	\$5,201.69
SCHOOL LOCAL BOARD	1.7480	2,690,993	0	2,690,993	\$4,703.86
GENERAL REVENUE FUND	0.9693	2,690,993	0	2,690,993	\$2,608.38
F&F LAW ENFORCE JAIL JUDICIAL	2.1198	2,690,993	0	2,690,993	\$5,704.37
HEALTH CLINIC	0.0489	2,690,993	0	2,690,993	\$131.59
GENERAL PURPOSE MSTU	0.2252	2,690,993	0	2,690,993	\$606.01
<b>Total</b>	<b>9.2551</b>				<b>\$24,905.40</b>

Taxing authority	Millage	Assessed	Exemption	Taxable	Tax
FLORIDA KEYS MOSQUITO CONTROL	0.5069	2,690,993	0	2,690,993	\$1,364.06
M C LOCAL ROAD PATROL LAW ENF	0.4630	2,690,993	0	2,690,993	\$1,245.93
SO FL WATER MANAGEMENT DIST	0.1685	2,690,993	0	2,690,993	\$453.43
OKEECHOBEE BASIN	0.1838	2,690,993	0	2,690,993	\$494.60
EVERGLADES CONSTRUCTION PRJT	0.0587	2,690,993	0	2,690,993	\$157.96
K L FIRE RESC & EMERG MEDICAL	0.8300	2,690,993	0	2,690,993	\$2,233.52
<b>Total</b>	<b>9.2551</b>				<b>\$24,905.40</b>

**Non-Ad Valorem Assessments**

Levying authority	Rate	Amount
MO CO SOLID WASTE	n/a	\$404.00
KEY LARGO WASTEWATER #4	n/a	\$400.58
<b>Total</b>		<b>\$804.58</b>

**Combined taxes and assessments: \$25,709.98**

<b>If paid by:</b>	Dec 31, 2013
<b>Please pay:</b>	\$0.00

Paid 2013-12-17 \$24,938.68  
 Receipt #115-13-00001993

 [Get Bills by Email](#)

## Rumberger-Teri

---

**From:** Coyle-Matt  
**Sent:** Thursday, March 13, 2014 4:54 PM  
**To:** Rumberger-Teri  
**Subject:** RE: Do these properties have VR permits?

I do not see any VR permits for any of these properties.

Thanks,  
Matt

---

**From:** Rumberger-Teri  
**Sent:** Thursday, March 13, 2014 1:20 PM  
**To:** Creech-Gail  
**Cc:** Coyle-Matt  
**Subject:** Do these properties have VR permits?

Hi Gail and Matt,

I am working a case with Lisa and we need to know if there is any information or permits/requests for permits on the following properties:

1. 2 Thurmond St. Key Largo
2. 101 Oleander Cir. Key Largo
3. 164 N. Bay Harbor Key Largo

Thanks!!

*Please contact me if I can be of further assistance.*

*Have a great day!*  
Teri

Teri Rumberger  
Monroe County Code Compliance  
Marathon Government Center  
2798 Overseas Highway  
Marathon, FL 33050

P: (305) 289-2563  
F: (305) 289-2858  
Email: [rumberger-teri@monroecounty-fl.gov](mailto:rumberger-teri@monroecounty-fl.gov)  
Website: [www.monroecounty-fl.gov](http://www.monroecounty-fl.gov)

*All correspondence is subject to the State of Florida Public Records Law.*

**Please consider the environment before printing this email**



02/19/2014 2:23PM  
INTANGIBLE TAX CL: Krys \$3,450.00  
MORTGAGE DOC STAMP CL: \$6,037.50

Doc# 1969388  
Bk# 2671 Pg# 1757

NOTE TO CLERK OF MONROE COUNTY CIRCUIT COURT AND TAX EXAMINER: The promissory note that will hereafter be secured by the mortgage being modified hereby is a revolving note that renews the revolving note heretofore secured by that mortgage for the face principal amount thereof without adding any obligors and increases that face principal amount by \$1,725,000.00. Documentary stamp tax and intangibles tax were paid with respect to that renewed promissory note on a mortgage recorded in O.R. Book 2604, Page 2327 of the Monroe County, Florida Public Records and documentary stamp tax and intangibles tax in the amount of \$9,487.50 are being paid on this instrument with respect to the aforesaid increase.

**NOTICE OF FUTURE ADVANCES AND  
MODIFICATION OF MORTGAGE**

Dated as of: January 30, 2014

This NOTICE OF FUTURE ADVANCES AND MODIFICATION OF MORTGAGE ("this Modification Agreement") is made by and between DS INVESTMENTS I, LLC, a Florida limited liability company whose mailing address is 2512 S.W. 30<sup>th</sup> Avenue, Pembroke Park, Florida 33009 ("Mortgagor"), and BANK LEUMI USA, a New York banking corporation, having an address at One Turnberry Plaza, 5<sup>th</sup> Floor, 19495 Biscayne Blvd., Aventura, Florida 33180 ("Mortgagee").

**BACKGROUND**

- A. The Mortgagee is the holder of a Mortgage, Assignment of Rents and Security Agreement, dated as of November 21, 2012, made by the Mortgagor to the Mortgagee and recorded in Official Records Book 2604, Page 2327, of the Public Records of Monroe County, Florida (the "Mortgage"). The capitalized terms used but not otherwise defined herein are used herein as defined in the Mortgage.
- B. The Mortgage has, prior to the date hereof, secured a Master Revolving Promissory Note, dated October 31, 2012, made by Mortgagor to Mortgagee's order in the face principal amount of \$6,000,000.00 (the "Prior Note").
- C. Mortgagor has delivered to Mortgagee an Amended and Restated Master Revolving Promissory Note, dated of even date herewith, in the face principal amount of \$7,725,000.00 (the "New Note") and an Amended and Restated Credit Agreement,

dated as of even date herewith, between Mortgagor and Mortgagee (the "New Loan Agreement")

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the Mortgagor and the Mortgagee agree as follows:

1. The Mortgagor acknowledges that it neither has nor has had any defenses, counterclaims or setoffs, or any rights therefor, with respect to its obligations under the Prior Note or the Mortgage, waives and releases any such defenses, counterclaims or setoffs or rights therefor that it may have and warrants that no default or Event of Default exists thereunder as of the date hereof.
2. From and after the date hereof, the Mortgage shall secure payment of the New Note (in addition to the other obligations heretofore secured thereby) with the same priority with which it has heretofore secured payment of the Prior Note, and the references in the Mortgage to "the Promissory Document" shall mean and refer to the New Note (and any and all extensions, renewals, consolidations and modifications thereof and substitutions and replacements therefor) and the references therein to "the Loan Agreement" shall mean and refer to the New Loan Agreement (as amended or restated from time to time).
3. The Mortgagor warrants to the Mortgagee that there have been no intervening liens or other acts or matters of any kind which would create a claim or lien superior to the liens of the Mortgage and that the Mortgage as modified hereby constitute a perfected, first-priority lien on (and, if appropriate, collateral assignment of and security interest in) the property described therein. It is the intention of the Mortgagor and the Mortgagee to increase and modify the repayment terms of the indebtedness evidenced by the Prior Note but not to create a novation of that indebtedness.
4. It is the position of the Mortgagor and the Mortgagee that no additional documentary stamp or intangibles tax is due to the State of Florida with respect to this Modification Agreement or the New Note except with respect to the increase in the latter's face principal amount. However, to whatever extent the State of Florida requires documentary stamp taxes or intangibles taxes to be paid as a result of this Modification Agreement, the New Note (besides those being paid hereon), Mortgagor shall pay them, including any interest or penalties imposed in connection with them, and shall indemnify and hold Mortgagee harmless from and against any liability it may incur in connection with them. The foregoing indemnity shall survive repayment of the indebtedness secured by the Mortgage and the Mortgage's satisfaction.
5. The liens, assignments, security interests, terms and conditions of the Mortgage, as modified hereby, shall remain in full force and effect and are hereby confirmed and ratified.
6. THE MORTGAGOR AND THE MORTGAGEE EACH HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR



COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS MODIFICATION AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the date set forth above.

Witnessed by:

DS INVESTMENTS I, LLC, a Florida limited liability company

Diana De Castro  
Print Name: Diana De Castro

Shari  
Print Name: Shari Leventin

By: [Signature]  
Name: Scott Daiagi  
Title/Capacity: Managing Member

Witnessed by:

BANK LEUMI USA

Diana De Castro  
Print Name: Diana De Castro  
(as to both)

Shari  
Print Name: Shari Leventin  
(as to both)

By: [Signature]  
Name: Mark Aronin  
Title: Vice President

By: [Signature]  
Name: Richard Masera, Sr.  
Title: Senior Vice President

STATE OF FLORIDA )

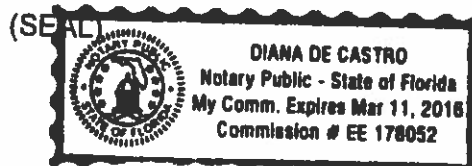
COUNTY OF MIAMI-DADE )

) SS:  
)

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2014, by Scott R. Daiagi, as sole Member/Manager of DS Investments I, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

Diana De Castro  
Notary Public, State of Florida  
Print Name: Diana De Castro

My commission expires: 3/11/16



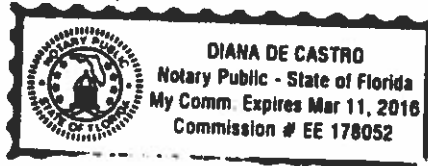
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI DADE )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of January, 2014, by Mark Aronin, and Richard Oleszkowski, Vice President and Sr Vice President, respectively, of Bank Leumi USA, a New York banking corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Diana De Castro  
Notary Public, State of Florida  
Print Name: Diana De Castro

My commission expires: 3/11/16

(SEAL)



**VACATION RENTAL NEW NOV/NOH CHECKLIST**

**INSPECTOR:** TR  
**CONTENT:**

**CASE NUMBER:** 14030127

\* TDR to David McGraw 2/2014  
 No -  
 \* VR permit  
 \* Home Occ.  
 \* Assembly

SR zone  
 9/30/14 mail cert  
 11/11/14 court  
 10/13/14 notel  
 Dec 10/10/14  
 10/16/14

- Admin Cost of Prosecution Time Sheet
- Admin Current PAO Map of location for Inspector
- Admin Current Property Record Card
- Admin Current Division of Corp. Page (If Applicable)  (new) COA
- Admin Check for cases by Owners and Violators
- Admin Check for cases by Re# or VIN# or Tag#
- Admin Check for permits related to complaint NO
- Admin Check for Change of Ownership NO
- Admin Check input (SM board & owner name directory style)
- Insp Check for open permits and permits related to case
- Insp Check Alchemy & for Special Master Cases
- Insp Check for Business Tax License NO
- Insp Note in notepad Additional Violators & Tags NO
- Insp Check for different address/ownership @ Tax Collector
- Insp Zoning map
- Insp Evidence Included & Marked
- Insp Photos Dated & Initialed:
- Insp Referrals to ~~Property Appraiser~~ Tax Collector/DBPR  ?
- Insp List of Witnesses (neighbors & complainants w/reports)

Insp Date 1/14/14 Date of Compliance N/A Date of Hearing Feb. 26/15

- Admin Notice of Violation/Notice of Hearing
- Admin Certified Mail Card(s) Signed or USPS Cert
- Admin/Insp Record(s) of Posting / Service

**SUPERVISORS APPROVAL:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
**DIRECTOR'S APPROVAL:** B. Ferman **DATE:** 1/7/15  
**COUNTY ATTORNEY APPROVAL** \_\_\_\_\_ **DATE** \_\_\_\_\_