

IN THE CITY OF KEY WEST, BEFORE THE CITY COMMISSION SITTING AS  
THE BOARD OF ADJUSTMENT FOR THE CITY OF KEY WEST, FLORIDA

WALTER D. PRICE

Appellant,

v.

CITY OF KEY WEST

Appellee,

RECEIVED  
CITY CLERK'S OFFICE  
2019 DEC -5 PM 3:36  
CITY OF KEY WEST  
KEY WEST, FLORIDA

**NOTICE OF APPEAL OF DENIAL OF LAWFUL UNIT DETERMINATION**

NOTICE IS HEREBY GIVEN, that WALTER D. PRICE ("Appellant"), hereby appeals to the Board of Adjustment of the City of Key West, Florida, the administrative decision of the Planning Director Roy Bishop ("Planning Director") of the City of Key West, Florida, denying the lawful unit determination application with respect to the property commonly known as 3700 Sunrise Lane Key West, Florida<sup>1</sup>, (the "Subject Property") which was executed on November 25, 2019, a copy of which is attached hereto and made a part of this Appeal a copy of the City's determination is attached hereto, made a part hereof and marked as Exhibit "A".

Appellant has standing to bring this Appeal pursuant to Section 90-430, Key West, Florida, Municipal Code (2016), because Appellant was affected by the decision rendered by a City of Key West, Chief Official.

**BACKGROUND**

1. Appellant is the owner of the subject property located at 3700 Sunrise Lane, Key West, Florida, by virtue of a Warranty Deed executed on March 4, 2005 and recorded on March 22, 2005 in Book 2095, Page 2353, of the Official Records Book of the Monroe County,

<sup>1</sup> The Subject Property has RE: Number 00071960-000000 and Alternate Key # 1075761

Florida. A copy of this Warranty Deed is attached hereto made a part hereof and marked as Exhibit "B"

2. The subject property consists of (2) two-units. The "Heron Estate" consisting of one-story CBS, three-bedroom residence located at 3700 Sunrise Lane and the "Heron House Cottage", a one-story, CBS, one-bedroom unit at 3702 Sunrise Lane, approximately 3084 finished square feet that was constructed in 1975 with an effective year built of 2000. A copy of a sketch of the Subject Property is attached hereto, made a part hereof and marked as Exhibit "C"
3. Appellant has been renting the subject property as two (2) transient units since approximately 2009.
4. On or about June 13, 2018, Appellant filed with the City his Lawful Unit Determination Application with the City of Key West seeking a determination that his existing transient use was exempt for the City's Building Permit Allocation System (BPAS) pursuant to section 108-991, Key West, Fla. Municipal Code (2016).
5. On or about November 25, 2019, almost one and one-half (1.5) years after the submittal of the application, the Planning Director, reviewed Appellants application in accordance with the criteria found in Key West Code of Ordinances section 108-991. Specially, 108-991(3) finding that none of the categories of pertinent historic records, support a granting of the LUD application. It should be noted that when Appellant submitted his application, Sec. 108-991 provided that "*Transient Units which meet the criteria in this subsection will be licensed by the City*". This provision was removed by Ord. 19-10, nearly eleven (11) months after the date this application was submitted.
6. Section 108-991, Key West, Fla., Municipal Code (2016) only requires that two of the

delineated categories are required under the ordinance to grant LUD recognition. Despite ample evidence submitted with the application, the Planning Director made a determination that the Applicant was not entitled to the requested LUD recognition and determined that the Applicants only established the existence of two non-transient unit, both of which existed prior to April 2010.

7. Following the Planning Director's denial this appeal ensued.

### **ARGUMENT**

#### **THE CITY PASSED THE LUD ORDINANCE TO ADDRESS THE CURRENT ISSUES AT HAND. THE CITY IS REQUIRED TO FOLLOW ITS OWN RULES AND REGULATIONS.**

Section 108-991, Key West, Fla., Municipal Code (2016), states:

Development consistent with the following shall not be affected by the terms of this article, but such development shall comply with all applicable sections of the city's land development regulations:

(3) Units determined to have been in existence at the time the April 1, 2010, census was prepared are presumed not to be affected by BPAS. The city planner shall review available documents to determine if a body of evidence exists to support the existence of units on or about April 1, 2010. Units existing in 2010 will be documented through a mandatory site visit by city staff and at least two of the following records:

- a. Aerial photographs and original dated photographs showing that the structure existed on or about April 1, 2010;
- b. Building permits issued prior to April 1, 2010;
- c. Copies of city directory entries on or about April 1, 2010;
- d. Applications received after May 2, 2017 must demonstrate that the unit sought to be established hereunder is or has been legally permissible under the current or any former zoning requirements of the applicable district in which the unit is located.
- e. Rental, occupancy or lease records from before and including April 1, 2010, indicating the number, type and term of the rental or occupancy;

- f. Copies of state, county, and city licenses on and about April 1, 2010, indicating the number and types of rental units;
- g. Documentation for Keys Energy Service, Florida Keys Aqueduct Authority and other available utilities indicating the type of service (residential or commercial) provided and the number of meters on or about April 1, 2010;
- h. Documentation for the Monroe County Property Appraiser's Office for the time on or about April 1, 2010, (Green Card); and
- i. Similar documentation as listed above.

Section 108-991(3) states that if at least two of the nine criteria listed in subsection (3) are met and a site visit is performed that it will be determined that the unit was existence on or about April 1, 2010 and is, therefore not affected by the City of Key West's Building Permit Allocation System, ("BPAS"). There is no question that the two-family structure existed on the subject land prior to April 1, 2010, thereby meeting the threshold requirement. To meet the additional requirements of Section 108-991(3), the Appellant submitted thirteen (13) documents demonstrating the existence of the transient use on or before April 1, 2010.

The Appellant submitted the following records which substantiated the record under section 108-991(3)(e):

- a. HomeAway birds eye view and driving map identifying the property;
- b. HomeAway listing for Heron Estate;
- c. HomeAway invoice/receipt dated April 27, 2009;
- d. HomeAway invoice/receipt dated April 27, 2010;
- e. Email from Heron Estate to renters dated June 2, 2009;
- f. Email from Heron Estate to renters dated September 29, 2009;
- g. Email from Heron Estate to renters dated October 16, 2009;
- h. Rental Agreement for Heron Estate Cottage dated June 9, 2010;

- i. Insurance Application showing a short-term rental condition;
- j. Affidavit of Ann-Marie Coyne, the individual who advertised Heron Estates on HomeAway for the time period of June 2009 to April 2013;
- k. Affidavit of Drew Wenzel who has personal knowledge of the use of the subject properties as short-term rentals;
- l. HomeAway rental inquiry dated November 16, 2009; and
- m. Heron Estates rental confirmation dated January 9, 2010.

Additionally, the Appellant's application demonstrated prior to 1986, the zoning for the subject property was R-1. R-1 did not prohibit transient tenancy and therefore residential rents of single-family homes, of any length of time, were not regulated by the City. This qualification stood until 1997 and the passage of Section 97-20, of the Code of Ordinances. Copies of the above stated evidence are attached hereto, made a part hereof and marked as composite Exhibit "D".

A plain reading of Section 108-991(3) requires the City to make a determination of a lawful unit if two of the criteria have been met. Here, there is documented support despite the Planning Director's determination that none existed. However, despite the overwhelming evidence contrary to the denial, the Planning Director has determined that the applicant only established two non-transient unit exist on the property. Presumably, as it has been argued in the past, the Planning Director is taking the position that the applicant is applying for a "transient use" and not a transient unit, as the units were not new "development" as contemplated by the Code and the subject ordinance. To make that determination, "development" must be defined. Development is defined in Section 86-8 – Definitions of Terms, the Code of Ordinances of the City of Key West as:

“Development means the carrying out of any building activity or excavation, including the making of any material change in the use or appearance of any structure or land, or the dividing of land into two or more parcels.” Sec. 86-8, Code of Ordinances. [Emphasis added by undersigned]

Examining the record in this matter, there is documented support that there was a material change of use, from non-transient to transient and therefore, under Section 108-991(3), Appellants are entitled to a determination that the Subject Property has two (2) lawfully established transient units.

It should be noted that all exhibits, except for the Denial of the Lawful Use Determination were apart of the Lawful Use Determination Application.

### **CONCLUSION**

The record reflects that the Appellant has met the threshold burden of proving the existence that two units existed on or before April 1, 2010. Additionally, the Appellant provided the City of Key West, ample evidence to establish that she met the criteria in Section 108-991(3) proving that the units not only existed but were used as a transient unit since 2009. As such, Appellant respectfully request the Board of Adjustment to enter a decision:

1. Granting the Appeal by WALTER D. PRICE;
2. Denying or Striking the decision of the Planning Director of the City of Key West, Florida denying the lawful unit determination filed by Appellants; and
3. For any further relief this Board of Adjustment deems just and proper.

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on December 5, 2019, a true and correct copy of the foregoing appeal was personally served on Cheri Smith, Clerk of the City of Key West, 1300 White Street, Key West, Florida 33040.

**Highsmith & Van Loon, P.A.**

*Attorneys for Appellants*

3158 Northside Drive

Key West, Florida 33040

Telephone (305) 296-8851

E-mail: [david@hvl-law.com](mailto:david@hvl-law.com)

Secondary E-mail: [service@hvl-law.com](mailto:service@hvl-law.com)

By:   
David Van Loon  
Florida Bar #0655074

**EXHIBIT "A"**



## Lori Thompson

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**From:** Vanessa T. Sellers <vsellers@cityofkeywest-fl.gov>  
**Sent:** Tuesday, November 26, 2019 9:31 AM  
**To:** Lori Thompson  
**Cc:** Angela Budde; Lauren Mongelli  
**Subject:** 3700 Sunrise Lane  
**Attachments:** SKM\_C36819112609290.pdf

Please see the attached LUD for 3700 Sunrise Lane.

Best,

*Vanessa Sellers*  
PLANNER II



City of Key West - Planning Department  
Josephine Parker City Hall  
1300 White Street  
Key West, FL 33040

Direct: (305) 809-3723  
[vsellers@cityofkeywest-fl.gov](mailto:vsellers@cityofkeywest-fl.gov)  
<http://www.cityofkeywest-fl.gov>



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

November 20, 2019

Trepanier & Associates, Inc,  
Lori Thompson  
1421 1<sup>st</sup> Street #101  
Key West FL 33040

RE: LUD Application – Walter Price & Swati Goyal, 3700 Sunrise Lane, Key West, FL 33040 (RE # 000071960-000000)

Dear Ms. Thompson,

We have reviewed your application to recognize two non-transient units as two transient units for the real property located at 3700 Sunrise Lane, Key West, FL 33040. Your application was reviewed in accordance with the criteria found in Key West Code of Ordinances section 108-991. Specifically, 108-991 (3) provides in part that:

Units determined to have been in existence at the time the April 1, 2010, census was prepared are presumed not to be affected by BPAS. The city planner shall review available documents to determine if a body of evidence exists to support the existence of units on or about April 1, 2010. Units existing in 2010 will be documented through a mandatory site visit by city staff and at least two of the following records:

- a. Aerial photographs and original dated photographs showing that the structure existed on or about April 1, 2010;
- b. Building permits issued prior to April 1, 2010;
- c. Copies of city directory entries on or about April 1, 2010;
- d. Applications received after May 2, 2017 must demonstrate that the unit sought to be established hereunder is or has been legally permissible under the current or any former zoning requirements of the applicable district in which the unit is located.

Transient units which meet the criteria in this subsection will be licensed by the city.

- e. Rental, occupancy or lease records from before and including April 1, 2010, indicating the number, type and term of the rental or occupancy;
- f. Copies of state, county, and city licenses on and about April 1, 2010, indicating the number and types of rental units;
- g. Documentation for Keys Energy Service, Florida Keys Aqueduct Authority and other available utilities indicating the type of service (residential or commercial) provided and the number of meters on or about April 1, 2010;
- h. Documentation for the Monroe County Property Appraiser's Office for the time on or about April 1, 2010, (Green Card); and

*Key to the Caribbean – average yearly temperature 77 ° Fahrenheit.*



## THE CITY OF KEY WEST

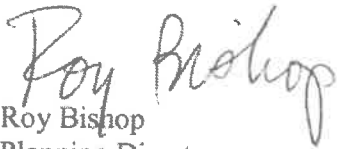
Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

i. Similar documentation as listed above.

Provision of affidavits to support the existence of a unit is allowed, but cannot be the sole record upon which a decision is based. Provision of documents is the responsibility of the applicant. The city planner's decision shall be rendered to the department of economic opportunity for a determination of consistency with the principals for guiding development.

After review of your application considering these criteria, coupled with a site visit on June 28, 2018, it is my determination that you have established that two non-transient units exist on the property. The main non-transient unit has been recognized by the city since before April of 2010, and the second non-transient unit was established in June of 2017 through the Lawful Unit Determination (LUD) process.

Sincerely,

A handwritten signature in cursive script that reads "Roy Bishop".

Roy Bishop  
Planning Director

Dated: \_\_\_\_\_

11/25/19

**EXHIBIT "B"**

Return to: (Enclose self addressed stamped envelope)

Name: STONES & CARDENAS  
221 Simonton Street  
Key West, FL 33040  
(305) 294-0252

Doc# 1504297  
Bk# 2095 Pg# 2353

This Instrument Prepared By:

STONES & CARDENAS  
221 Simonton Street  
Key West, FL 33040  
(305) 294-0252

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### WARRANTY DEED

**THIS INDENTURE** made this 4th day of March, 2005, by and between George E. Robb, Jr., and Veronica Webb-Robb, husband and wife, whose address is 3700 Sunrise Lane, Key West, FL 33040, as Grantor, and Walter D. Price and Swati Goyal, husband and wife, whose address is 3700 Sunrise Lane, Key West, FL 33040, as Grantee.

**WITNESSETH:** that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to said Grantor, in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's successors, heirs, and assigns forever, the following described property, situate lying and being in the County of Monroe, State of Florida, to-wit:

Lot Thirty-One (31) of VISTA DEL MAR, a subdivision of Tract Thirty-Three (33) of a Plat of Survey of Lands on the Island of Key West (Plat Book 3, Page 35) City of Key West, Monroe County, Florida, according to the Plat thereof recorded in Plat Book 3, Page 124, of the Public Records of Monroe County, Florida, EXCEPT the Easterly Ten (10) feet of said Lot.

Subject to restrictions as contained in Warranty Deed from Vista Del Mar, Inc. to Claude A. Gandolfo, et ux; deed dated 1/19/1956, recorded 5/25/1956, in OR Book 65, Pages 359-361, in Office of Clerk of Circuit Court, Monroe County, Florida.

Parcel Identification Number: 00071960-000000

SUBJECT TO: Taxes for the year 2004 and subsequent years.

SUBJECT TO: Conditions, limitations, reservations and easements of record.

**TOGETHER** with all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or in anywise appertaining.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires

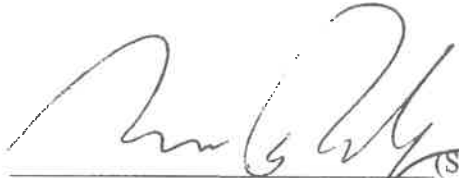
TO HAVE AND TO HOLD the same in fee simple forever.

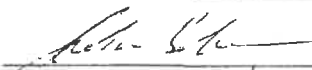
AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of the said property; that it is free of all encumbrances except as above stated; that Grantor has good right and lawful authority to sell the same; and that the Grantee shall have quiet enjoyment thereof. The said Grantor hereby fully warrants the title to said property, and will defend the same against the lawful claims of all persons whomsoever.


IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.


Signed, sealed and delivered in our presence:


  
Witness Name: George E. Robb

  
George E. Robb (Seal)

  
Witness Name: John Sahagian

  
Witness Name: Veronica Webb-Robb

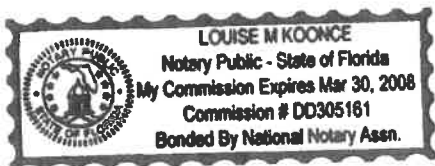
  
Veronica Webb-Robb (Seal)

  
Witness Name: John Sahagian

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me this 4th day of March, 2005 by George E. Robb and Veronica Webb-Robb, who ☒ are personally known or [ ] have produced a driver's license as identification.

[Notary Seal]



  
Notary Public

Printed Name: Louise M. Koonce

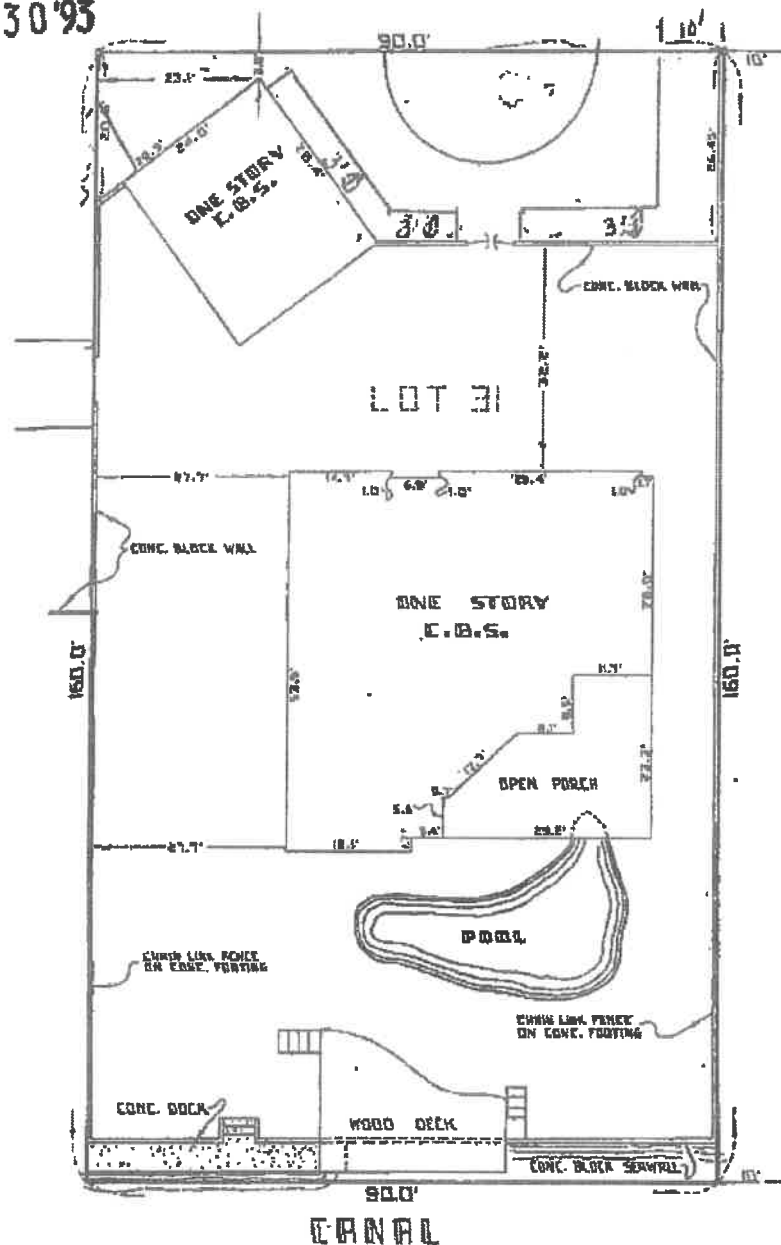
My Commission Expires: March 30, 2008

MONROE COUNTY  
OFFICIAL RECORDS

## EXHIBIT "C"

SUNRISE LANE 30' R/W

SEP 30 '93



PLANTERS

PAVED DRIVEWAY  
TO BE RE-SURFACED

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREIN IS IN ACCORDANCE WITH THE REQUIREMENTS ADOPTED BY THE FLORIDA SOCIETY OF SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.

PHILLIPS &amp; T

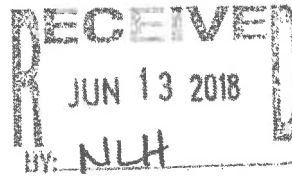
JACK M. 'PHIL



## EXHIBIT "D"

June 13, 2018

Mr. Patrick Wright, Planning Director  
 City of Key West  
 1300 White Street  
 Key West, FL 33040



**RE: Lawful Unit Determination Application**  
**3700-3702 Sunrise Lane – ("Heron Estate & Heron House Cottage")**  
**RE# 00071960-000000**

Dear Mr. Wright:

Attached is an application for an amendment to a lawful unit determination pursuant to Sec. 108-991, requesting the recognition of two transient SFRs at the above property. A LUD was submitted on March 31, 2015, requesting one additional non-transient residential unit and approved on June 9, 2017. Subsequently, we were informed that this property was in fact a transient rental on or about April 1, 2010, thus resulting in this request for an amended lawful unit determination.

#### Units and Use:

The above property has two separate SFRs; the "Heron Estate", a 1-story concrete block 3-bedroom residence at 3700 Sunrise Lane and the "Heron House Cottage", a 1-story concrete block one-bedroom unit at 3702 Sunrise Lane. As evidenced by the material submitted herewith the two units on this property were used transiently on or about April 1, 2010.

This application seeks recognition of the transient use of the two units located at 3700 and 3702 Sunrise Lane.

Units Recognized by the City of Key West today	
Utilities Department	2 residential units
Licensing	2 non-transient units

Heron House Main Residence			
Date	Evidence	Compliance	Exhibit
NA	Location Map	Sec. 108-991(3)i	A
NA	HomeAway property description	Sec. 108-991(3)i	B
4/27/2009	HomeAway invoice	Sec. 108-991(3)i	C
4/27/2010	HomeAway invoice	Sec. 108-991(3)i	D
12/26/09 -01/2/10	Rental confirmation	Sec. 108-991(3)e	E
06/02/10 – 06/09/10	Rental confirmation	Sec. 108-991(3)e	F
03/05/10	Insurance coverage	Sec. 108-991(3)i	G
NA	Affidavit	Sec. 108-991(3)i	H

Heron House Cottage			
Date	Evidence	Compliance	Exhibit
NA	HomeAway property description	Sec. 108-991(3)i	B
01/09/10- 01/23/10	Rental confirmation	Sec. 108-991(3)e	I
06/02/10 – 06/09/10	Rental confirmation	Sec. 108-991(3)e	F

NA	Affidavit	Sec. 108-991(3)i	H
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**Legal Permissibility** (under current or any former zoning requirements):

The property's current zoning is SF. Prior to 1986, the zoning for this area was R-1. R-1 did not prohibit transient tenancy and therefore residential rentals of single family homes, of any length of time, were not regulated by the city<sup>1</sup>. This was the status quo until 1997 when the City determined transient rentals should be more tightly regulated. As a result, Ordinance 97-20 was approved clarifying the definition of transient living accommodations to include single family dwellings.

In conclusion, given the above documentation, we respectfully request the City of Key West recognize that two transient dwelling units existed on the subject property on, or about, April 1, 2010 and was a permissible use under former zoning requirements. Thank you in advance for your consideration.

Best Regards,



Lori Thompson  
Project Manger

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<sup>1</sup> Sec. 122-1371. – Transient living accommodations in residential dwellings; regulations.



# Application For Lawful Unit Determination

City of Key West, Florida • Planning Department

3140 Flagler Avenue • Key West, Florida 33040-4602 • 305-809-3720 • www.keywestcity.com

**Application Fee: \$1,000.00**

Ordinance 13-19, Effective March 1, 2014

Please complete this application and attach all required documents. This will help staff process your request quickly and obtain necessary information without delay. If you have any questions, please call 305-809-3720.

## PROPERTY DESCRIPTION:

Site Address: 3700 Sunrise Dr. Key West, FL

Real Estate (RE) #: 0071960-000000 Alternate Key: 1075761

Zoning District: SF Total Land Area (sq ft): 14,400

Property located within the Historic District? ☐ Yes ☒ No

**APPLICANT:** ☐ Owner ☒ Authorized Representative

Name: Trepanier & Associates Inc.

Mailing Address: 1421 First Street, P.O. Box 2155

City: Key West State: FL Zip: 33040

Home/Mobile Phone: \_\_\_\_\_ Office: 305-293-8983 Fax: 305-293-8748

Email: lori@owentrepanier.com

## PROPERTY OWNER: (if different than above)

Name: Price, Walter D.

Mailing Address: 3700 Sunrise Dr.

City: KEY WEST State: FL Zip: 33040

Home/Mobile Phone: \_\_\_\_\_ Office: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Is this request based on a code case? ☐ Yes ☒ No

Case Number: \_\_\_\_\_

UNIT TYPE	NUMBER OF UNITS	
	EXISTING	LICENSED <sup>1</sup> / RECOGNIZED
Market-Rate Residential Dwelling Units	0	2
Affordable Residential Dwelling Units <sup>2</sup>	0	0
Transient Units	2	0
Commercial Units	0	0

<sup>1</sup> Please provide City Licensing Records from the Building Department

<sup>2</sup> All units allocated as affordable are subject to Section 122-1467(c), (d), (e), and (f) of the Workforce Housing Ordinance. Applicant Eligibility Requirements are subject to Section 122-1469 (2) through (15) of the Workforce Housing Ordinance. Affordable housing projects enabled by federal tax credit housing are not subject to 122-1467(c).

Sec 108-991(4) - Units determined to have been in existence at the time the April 1, 2010 census was prepared are presumed not to be affected by BPAS. The City Planner shall review available documents to determine if a body of evidence exists to support the existence of units on or about April 1, 2010. Units existing in 2010 will be documented through a mandatory site visit by city staff and at least two of the following records:

- ☐ Aerial photographs and original dated photographs showing that the structure existed on or about April 1, 2010;
- ☐ Building permits issued prior to April 1, 2010;
- ☒ Copies of city directory entries on or about April 1, 2010 (*City Staff will obtain*);
- ☒ Site visits which indicate that the age of the structure and associated improvements likely pre-date 2010;
- ☒ Rental, occupancy or lease records from before and including April 1, 2010, indicating the number, type and term of the rental or occupancy;
- ☒ Copies of state, county, and city licenses on and about April 1, 2010, indicating the number and types of rental units;
- ☒ Documentation for Keys Energy Service, Florida Keys Aqueduct Authority and other available utilities indicating the type of service (residential or commercial) provided and the number of meters on or about April 1, 2010 (*City Staff will obtain*);
- ☒ Documentation for the Monroe County Property Appraiser's Office for the time on or about April 1, 2010 (Green Card) (*City Staff will obtain*); and
- ☒ Similar documentation as listed above.

Provision of affidavits to support the existence of a unit is allowed, but cannot be the sole record upon which a decision is based. **Provision of documents is the responsibility of the applicant.** The City Planner's decision shall be rendered to the Department of Economic Opportunity (DEO) for a determination of consistency with the principals for guiding development.

Units which are determined not to be affected by the building permit allocation system per this subsection but which have not been previously acknowledged by the City Planner are presumed to be lawfully established per Chapter 122, Article II, Nonconformities, if the additional following requirements are met:

- a. The applicant satisfies the building department that the unit meets the Florida Building Code, through as-built certifications or other means acceptable to the building official; and
- b. Fees: All back fee payments shall be paid current and in full, from the date determined to be the established date of the unit. All impact fees shall be paid in full for units determined to have been established after the implementation of the Impact Fee Ordinance (January 1, 1985).
- c. Occupational license with the city is updated, and street addresses are assigned commensurate with the updated unit count.

Transient units which meet the criteria in subsection 108-991 will be licensed by the city.

**Additional information that may be considered as evidence to prove existence of a unit(s) includes but is not limited to the following:**

1. Official Appraisal Reports;
2. Inspection reports on company letterhead; and/or
3. Similar documentation.

**The review process for lawful unit determination is as follows:**

1. Applications will be processed on a first come, first serve basis. If the property is under contract with a scheduled closing date, staff will consider an expedited review;
2. Staff will schedule a site visit to include the Building Official when the application is under review;
3. If a unit(s) is recognized, the Collections Manager will coordinate with the applicant regarding any back fees owed; and
4. The lawful unit determination shall be rendered to the DEO for a determination of consistency with the principals for guiding development.

**Application checklist:**

- ☒ Application fee. Please make checks payable to "City of Key West."
- ☒ Notarized verification form signed by property owner or the authorized representative.
- ☒ Notarized authorization form signed by property owner, if applicant is not the owner.
- ☒ Copy of recorded warranty deed
- ☒ Survey
- ☒ Sketch of site and floor plan
- ☒ Supporting documentation that unit existed

City of Key West  
Planning Department



Verification Form

(Where Authorized Representative is an Entity)

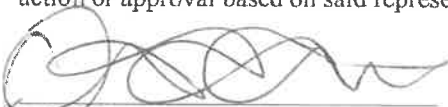
I, Owen Trepanier, in my capacity as President  
(print name) (print position; president, managing member)  
of Trepanier & Associates, Inc.  
(print name of entity serving as Authorized Representative)

being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

3700 Sunrise

Street Address of subject property

All of the answers to the above questions, drawings, plans and any other attached data which make up the application, are true and correct to the best of my knowledge and belief. In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

  
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 25<sup>th</sup> May 2018 by  
date  
Owen Trepanier  
Name of Authorized Representative

He/She is personally known to me or has presented \_\_\_\_\_ as identification.

  
Notary's Signature and Seal

Alvina Covington

Name of Acknowledger typed, printed or stamped

FF913801

Commission Number, if any



Alvina Covington  
COMMISSION #FF913801  
EXPIRES: August 27, 2019  
WWW.AARONNOTARY.COM

City of Key West  
Planning Department



**Authorization Form**  
(Individual or Joint Owner)

Please complete this form if someone other than the owner is representing the property owner in this matter.

I, Walter Price and Swati Goyal authorize  
*Please Print Name(s) of Owner(s) as appears on the deed*

Trepanier & Associates, Inc  
*Please Print Name of Representative*

to be the representative for this application and act on my/our behalf before the City of Key West.

Walter Price  
*Signature of Owner*

Swati Goyal  
*Signature of Joint/Co-owner if applicable*

Subscribed and sworn to (or affirmed) before me on this 25<sup>th</sup> May 2018  
*Date*

by Walter Price and Swati Goal  
*Name of Owner*

He/She is personally known to me or has presented \_\_\_\_\_ as identification.

Alvina Covington  
*Notary's Signature and Seal*

Alvina Covington  
*Name of Acknowledger typed, printed or stamped*

FF913801  
*Commission Number, if any*



Alvina Covington  
COMMISSION #FF913801  
EXPIRES: August 27, 2019  
WWW.AARONNOTARY.COM



**Doc# 1504297 03/22/2005 12:27PM**  
**Filed & Recorded in Official Records of**  
**MONROE COUNTY DANNY L. KOLHAGE**

**DEED DOC STAMP CL: JD \$15,400.00**

Return to: (Enclose self addressed stamped envelope)

Name: STONES & CARDENAS  
221 Simonton Street  
Key West, FL 33040  
(305) 294-0252

**Doc# 1504297**  
**Bk# 2095 Pg# 2353**

This Instrument Prepared By:

STONES & CARDENAS  
221 Simonton Street  
Key West, FL 33040  
(305) 294-0252

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### **WARRANTY DEED**

**THIS INDENTURE** made this 4th day of March, 2005, by and between George E. Robb, Jr., and Veronica Webb-Robb, husband and wife, whose address is 3700 Sunrise Lane, Key West, FL 33040, as Grantor, and Walter D. Price and Swati Goyal, husband and wife, whose address is 3700 Sunrise Lane, Key West, FL 33040, as Grantee.

**WITNESSETH:** that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to said Grantor, in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's successors, heirs, and assigns forever, the following described property, situate lying and being in the County of Monroe, State of Florida, to-wit:

Lot Thirty-One (31) of VISTA DEL MAR, a subdivision of Tract Thirty-Three (33) of a Plat of Survey of Lands on the Island of Key West (Plat Book 3, Page 35) City of Key West, Monroe County, Florida, according to the Plat thereof recorded in Plat Book 3, Page 124, of the Public Records of Monroe County, Florida, EXCEPT the Easterly Ten (10) feet of said Lot.

Subject to restrictions as contained in Warranty Deed from Vista Del Mar, Inc. to Claude A. Gandolfo, et ux; deed dated 1/19/1956, recorded 5/25/1956, in OR Book 65, Pages 359-361, in Office of Clerk of Circuit Court, Monroe County, Florida.

Parcel Identification Number: 00071960-000000

SUBJECT TO: Taxes for the year 2004 and subsequent years.

SUBJECT TO: Conditions, limitations, reservations and easements of record.

**TOGETHER** with all tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereunto belonging or in anywise appertaining.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires

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 the said property; that it is free of all encumbrances except as above stated; that Grantor has good right and lawful authority to sell the same; and that the Grantee shall have quiet enjoyment thereof. The said Grantor hereby fully warrants the title to said property, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]  
Witness Name: Armeny Kettel

[Signature] (Seal)  
George E. Robb

[Signature]  
Witness Name: John Sahagian

[Signature]  
Witness Name: Armeny Kettel

[Signature] (Seal)  
Veronica Webb-Robb

[Signature]  
Witness Name: John Sahagian

State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me this 4th day of March, 2005 by George E. Robb and Veronica Webb-Robb, who ☒ are personally known or [ ] have produced a driver's license as identification.

[Notary Seal]



[Signature]  
Notary Public

Printed Name: Louise M. Koonce

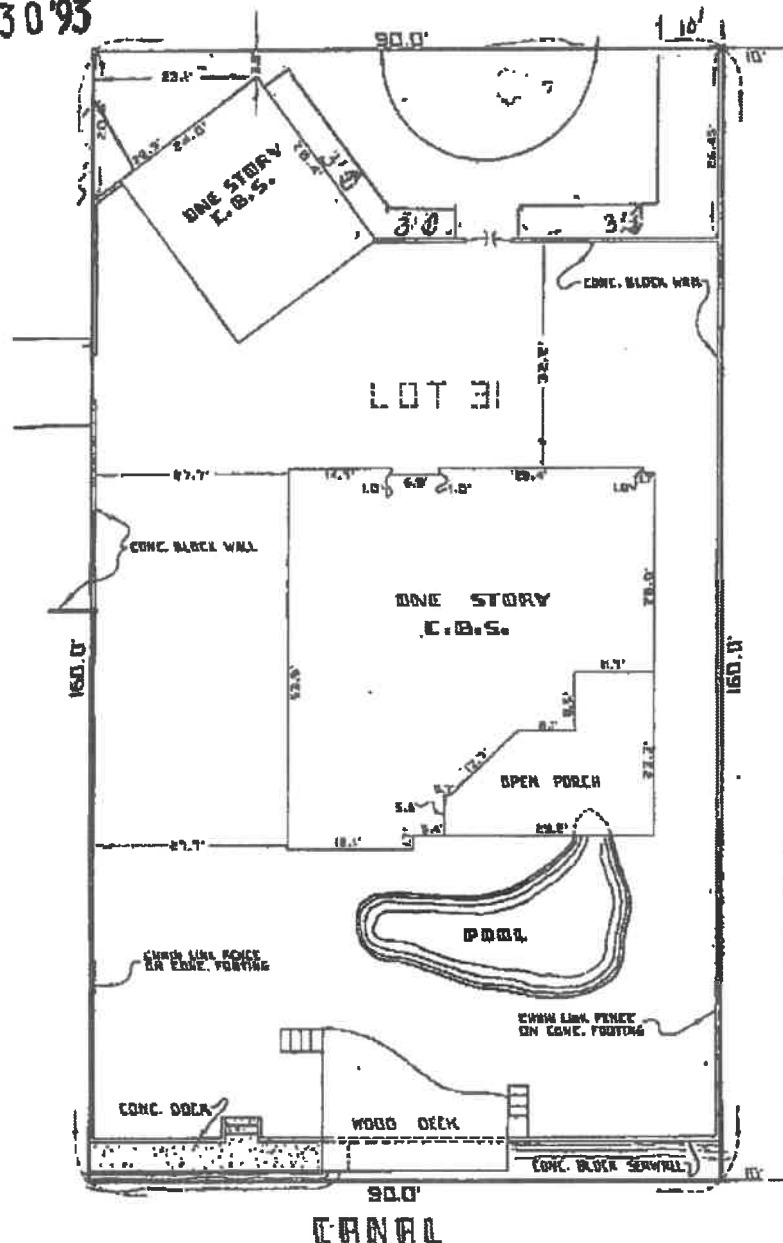
My Commission  
Expires: March 30, 2008

MONROE COUNTY  
OFFICIAL RECORDS

09 TH ST. 60' R/L

SUNRISE LANE 30' R/LW

SEP 30 '93



PLANTERS

PAVED DRIVEWAY  
TO BE RE-SURFACED

I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREIN  
REQUIREMENTS ADOPTED BY THE FLORIDA SOCIETY OF  
SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION

PHILLIPS & T

JACK M. PHIL

HomeAway (/haod/)

✉ (/rm/l-121.188043.483142)



188043

3700 Sunrise Lane, Key West, FL,  
33040, US

HomeAway #188043 Preview Listing ▾

Also edit your listing in: ▾

Select...

Looking for your calendar? 📅

(/haoi/121.188043.483142

/calendar/display.html)

**⚠ Expired.** Your listing expired on April 28, 2014. Renew Now (/gd/gs/cyp/l-121.188043.483142)

Save

Save & Continue

Property Location

Address **3700 Sunrise Lane  
Key West, FL 33040  
US**

Status Verified

## Traveler Map & Insider Guide

Give travelers a bird's eye view of your property location. Providing your exact location is recommended to improve the traveler experience and get you more bookings. Remember, we will never reveal your property address. You can also add a free Insider Guide to show off best places to visit near your property. Learn more... ([https://help.homeaway.com/category/Location\\_and\\_Map](https://help.homeaway.com/category/Location_and_Map))

Traveler Map

☒ Display my property's location



(recommended)

Google Map data ©2018 Google

FEEDBACK

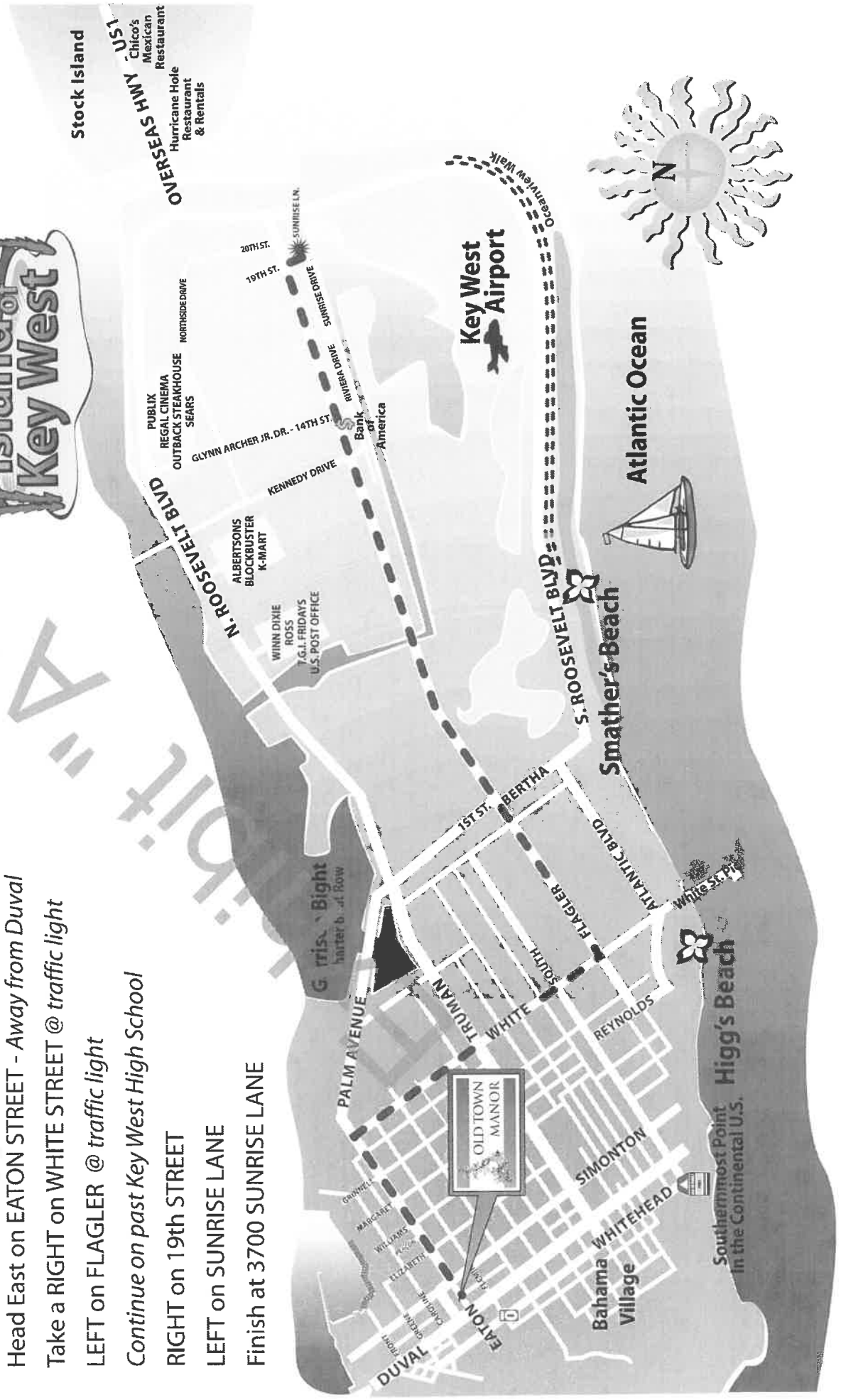
the  
Island of  
Key West

Take a RIGHT on WHITE STREET @ traffic light

*Continue on past Key West High School*

LEFT on SUNRISE LANE

Finish at 3700 SUNRISE LANE





# Invoice/Receipt



Runi Goyal  
PO Box 4870  
Key West  
United States  
33041

**Invoice number:** 546188 of Apr 27 2009  
**Order number:** 267497/326935 of Apr 27 2009  
**Username:** runi\_goyal@hotmail.com  
**Property number:** 188043 (Heron Estate -- Luxury Rental on water with dock.)

Item	Quantity	Unit cost (\$)	Total cost (\$)
HomeAway Listing- 12 months (12m)	1	329.00	329.00
Sub total			329.00
Total			329.00

Payments for this invoice (to date)	Payment amount (\$)
Total payment received	329.00
Total outstanding	0.00
Your payment has been received. Thank you! Please keep this receipt for your records.	

HomeAway  
1011 W. 5th St, Suite  
300, Austin, TX 78703  
+1 877-225-6723

# Invoice/Receipt



Runi Goyal  
PO Box 4870  
Key West  
United States  
33041

**Invoice number:** 671518 of Apr 27 2010  
**Order number:** 337756/449198 of Apr 27 2010  
**Username:** runi\_goyal@hotmail.com  
**Property number:** 188043 (Heron Estate -- Luxury Rental on water with dock.)

Item	Quantity	Unit cost (\$)	Total cost (\$)
HomeAway Listing- 12 months (12m)	1	329.00	329.00
Sub total			329.00
Total			329.00

Payments for this invoice (to date)	Payment amount (\$)
Total payment received	329.00
Total outstanding	0.00
Your payment has been received. Thank you! Please keep this receipt for your records.	

HomeAway  
1011 W. 5th St, Suite  
300, Austin, TX 78703  
+1 877-225-6723





Destination Old Town <roselanevillas@gmail.com>

## Reservation: Sheffield

Old Town Manor <roselanevillas@gmail.com>  
Reply-To: info@oldtownmanor.com  
To: jimsheff@gmail.com

Tue, Jun 2, 2009 at 8:52 AM

Heron Estate  
Check-in at Old Town Manor  
511 Eaton Street  
Key West, FL 33040  
(305) 292 - 2170/ (800) 294 - 2170  
Office Hours 8am to 8pm  
Web: www.HomeStyleKeyWest.com  
Email: info@HomeStyleKeyWest.com  
After hours EMERGENCY No. 305 879 3224

06/02/2009  
Reservation Number: 10865  
Jim Sheffield

Thank you for choosing the Heron Estate as your Key West destination. We look forward to your visit and want you to know that we will do everything possible to make your stay pleasant and enjoyable. Please review this document in its entirety, especially the guidelines section below. The details of your reservation are:

Arrival: Dec 26, 2009  
Departure: Jan 02, 2010  
Number in your party: 8  
Rooms booked: Heron Estate  
Number of nights booked: 7  
Room Charges: \$5,500.00  
Taxes: \$0.00  
Total Charges: \$5,800.00  
Credit Card: xxxx9432  
Exp. Date: 02/2013  
Deposit Due by June 12, 2009: \$2,900.00  
Balance Due 30 days prior to arrival: \$2,900.00

\*\*Please make check payable to:  
Runi Goyal  
511 Eaton St  
Key West, FL 33040

If you have any questions during our Office Hours (8:00 am - 8:00 pm) please call our office at 305-292-2170 and one of our front desk specialists will assist you. Check-in time is after 4pm at the front desk of the Old Town Manor. If you are arriving after 6pm, please call us for instructions about the after hours check in procedure. Check-out time is 10am on the day of departure. For your protection, at check-in you will be required to present a credit card and a photo ID for incidentals.

Our Vacation Home rentals adhere to a 30-day rental agreement whereby we offer only one contract per 30 day cycle. Should the undersigned choose to stay less than 30 days, the monthly rate is prorated to a daily or weekly rate agreed upon by the lessor and lessee. Cancellations or changes made less than 90 days prior to Dec 26, 2009 will result in the forfeiture of your deposit. Cancellations made more than 90 days will result in a fee of \$100. Furthermore, refunds will not be issued for early departures.

Regretfully, we can not assume responsibility for any cancellations due to weather conditions or any sort of transportation delays. Please consider travel insurance from TravelGuard.com or any other reputable travel insurance company.

Maximum occupancy is strictly enforced. Occupancy applies to children over the age of 12. Pets are not allowed. Housekeeping is NOT responsible for dishes. For excessive cleaning due to accidents caused by pets or otherwise, or

dirty dishes, cleaning fees will be applied to the credit card on file. Check-out housekeeping is an additional flat fee of \$300. Your vacation home comes with basic cleaning supplies, including a vacuum cleaner. Please take note to refrigerate all foods. Lots of critters live in the Florida Keys – keep your kitchen clean to avoid them. Please properly dispose of trash, cigarette butts, and separate recyclables. Failure to do so, may result in a fee of \$100 or greater. We reserve the right to refuse accommodations to bachelor/ette parties and Spring Breakers. Should a vacation house be reserved to host this type of event you will be asked to leave with no refund for deposit and outstanding nights.

Smoking is not permitted indoors, and will result in a \$200 charge. There are no refunds for early check-outs. If you lose your key, there is a \$25 key replacement charge, and \$100 fee if you lock yourself out. The lessee is responsible for their own consumable products, such as dish soap and paper products.

Driving directions are available online in a printable format, please visit [www.OLDTOWNMANOR.COM](http://www.OLDTOWNMANOR.COM) for directions to the office. If you have trouble printing this document, please let us know and we will be happy to mail or fax directions to you. If you are taking the Key West Express ferry, be sure to ask us for \$15/person discounted vouchers. Minimum two week advance reservation required to book the ferry.

Don't forget to check out our favorite activities on our "Book activities now" page. We can handle all the arrangements for you. Please call the Old Town Manor front desk (305-292-2170) for concierge services including dining or activity suggestions and/or reservations. Our staff can help you and probably save you some money.

Breakfast is not included with your room rate, however if you would like to partake in the Old Town Manor breakfast spread, you may do so for \$5/person for each day you wish to join us. Reservations are recommended.

The staff at Old Town Manor and Rose Lane Villas

Exhibit "E"



Destination Old Town &lt;roselanevillas@gmail.com&gt;

## Reservation for Rogers

**Old Town Manor** <info@oldtownmanor.com>  
To: tiregirl2@hotmail.com

Tue, Sep 29, 2009 at 4:53 PM

Heron Estate  
Check-in at Old Town Manor  
511 Eaton Street  
Key West, FL 33040  
(305) 292 - 2170/ (800) 294 - 2170  
Office Hours 8am to 8pm  
Web: [www.HomeStyleKeyWest.com](http://www.HomeStyleKeyWest.com)  
Email: [info@HomeStyleKeyWest.com](mailto:info@HomeStyleKeyWest.com)  
After hours EMERGENCY No. 305 879 3224

09/29/2009  
Reservation Number: 11465  
Sandra Rogers

Thank you for choosing the Heron Estate as your Key West destination. We look forward to your visit and want you to know that we will do everything possible to make your stay pleasant and enjoyable. Please review this document in its entirety, especially the guidelines section below. The details of your reservation are:

Arrival: Mar 12, 2010  
Departure: Mar 19, 2010  
Number in your party: 2  
Rooms booked: Heron Estate  
Number of nights booked: 7  
Room Charges: \$4,500.02  
Taxes: \$0.00  
Total Charges: \$4,800.02  
Credit Card: xxxx3190  
Exp. Date: 06/2012  
Deposit Received: \$2,400 (sending check 9-29)  
Balance Due 30 days prior to arrival: \$4,800.02

If you have any questions during our Office Hours (8:00 am - 8:00 pm) please call our office at 305-292-2170 and one of our front desk specialists will assist you. Check-in time is after 4pm at the front desk of the Old Town Manor. If you are arriving after 6pm, please call us for instructions about the after hours check in procedure. Check-out time is 10am on the day of departure. For your protection, at check-in you will be required to present the credit card with which you made your room deposit and a photo ID. We accept all major credit cards.

Our Vacation Home rentals adhere to a 30-day rental agreement whereby we offer only one contract per 30 day cycle. Should the undersigned choose to stay less than 30 days, the monthly rate is prorated to a daily or weekly rate agreed upon by the lessor and lessee. Cancellations or changes made less than 90 days prior to Mar 12, 2010 will result in the forfeiture of your deposit. Cancellations made more than 90 days will result in a fee of \$100. Furthermore, refunds will not be issued for early departures.

Regretfully, we can not assume responsibility for any cancellations due to weather conditions or any sort of transportation delays. Please consider travel insurance from TravelGuard.com or any other reputable travel insurance company.

Maximum occupancy is strictly enforced. Occupancy applies to children over the age of 12. Pets are not allowed. Housekeeping is NOT responsible for dishes. For excessive cleaning due to accident, or dirty dishes, cleaning fees will be applied to the credit card on file. Check-out housekeeping is an additional flat fee of \$300. Your vacation home comes with basic cleaning supplies, including a vacuum cleaner. Please take note to refrigerate all foods. Lots of critters live in the Florida Keys – keep your kitchen clean to avoid them. Please properly dispose of trash, cigarette butts, and separate recyclables. Failure to do so, may result in a fee of \$100 or greater. We reserve the right to refuse accommodations to bachelor/ette parties and Spring Breakers. Should a vacation house be reserved to host this type of event you will be asked to leave with no refund for deposit and outstanding nights.

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Driving directions are available online in a printable format, please visit [www.oldtownmanor.com](http://www.oldtownmanor.com) for directions to the office. If you have trouble printing this document, please let us know and we will be happy to mail or fax directions to you. If you are taking the Key West Express ferry, be sure to ask us for \$15/person discounted vouchers. Minimum two week advance reservation required to book the ferry.

Don't forget to check out our favorite activities on our "Book activities now" page. We can handle all the arrangements for you. Please call the Old Town Manor front desk (305-292-2170) for concierge services including dining or activity suggestions and/or reservations. Our staff can help you and probably save you some money.

Breakfast is not included with your room rate, however if you would like to partake in the Old Town Manor breakfast spread, you may do so for \$5/person for each day you wish to join us. Reservations are recommended.

The staff at Old Town Manor and Rose Lane Villas

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Thanks to the Miami Herald for making Rose Lane Villas the 2nd best of "Best Value Hotel" in all of South Florida and 1st place in the Florida Keys!

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Old Town Manor and Rose Lane Villas  
HomeStyle Key West  
511 Eaton St  
Key West, FL 33040  
ph: 305-292-2170  
Facebook page: Old Town Manor  
Facebook page: Key West Weddings  
Facebook page: HomeStyle Key West



Destination Old Town &lt;roselanevillas@gmail.com&gt;

## Reservation for Preiss

**Old Town Manor** <roselanevillas@gmail.com>  
Reply-To: info@oldtownmanor.com  
To: gmpjjc@yahoo.com

Fri, Oct 16, 2009 at 12:21 PM

Heron Estate  
Check-in at Old Town Manor  
511 Eaton Street  
Key West, FL 33040  
(305) 292 - 2170 / (800) 294 - 2170  
Office Hours 8am to 8pm  
Web: www.HomeStyleKeyWest.com  
Email: info@HomeStyleKeyWest.com  
After hours EMERGENCY No. 305 879 3224

10/16/2009  
Reservation Number: 11494  
George Preiss

Thank you for choosing the Heron Estate as your Key West destination. We look forward to your visit and want you to know that we will do everything possible to make your stay pleasant and enjoyable. Please review this document in its entirety, especially the guidelines section below. The details of your reservation are:

Arrival: Feb 01, 2010  
Departure: Mar 01, 2010  
Number in your party: 6  
Rooms booked: Heron Estate  
Number of nights booked: 28  
Room Charges: \$8,000.00  
Taxes: \$0.00  
Total Charges: \$8,300.00  
Credit Card:  
Exp. Date: 00/00  
Deposit Received: \$4,150.00  
Balance Due 30 days prior to arrival: \$4,150.00  
\*\*Please make checks payable to Swati Goyal

If you have any questions during our Office Hours (8:00 am - 8:00 pm) please call our office at 305-292-2170 and one of our front desk specialists will assist you. Check-in time is after 4pm at the front desk of the Old Town Manor. If you are arriving after 6pm, please call us for instructions about the after hours check in procedure. Check-out time is 10am on the day of departure. For your protection, at check-in you will be required to present the credit card with which you made your room deposit and a photo ID. We accept all major credit cards.

Our Vacation Home rentals adhere to a 30-day rental agreement whereby we offer only one contract per 30 day cycle. Should the undersigned choose to stay less than 30 days, the monthly rate is prorated to a daily or weekly rate agreed upon by the lessor and lessee. Cancellations or changes made less than 90 days prior to Feb 01, 2010 will result in the forfeiture of your deposit. Cancellations made more than 90 days will result in a fee of \$100. Furthermore, refunds will not be issued for early departures.

Regretfully, we can not assume responsibility for any cancellations due to weather conditions or any sort of transportation delays. Please consider travel insurance from TravelGuard.com or any other reputable travel insurance company.

Maximum occupancy is strictly enforced. Occupancy applies to children over the age of 12. Pets are not allowed. Housekeeping is NOT responsible for dishes. For excessive cleaning due to accident, or dirty dishes, cleaning fees will be applied to the credit card on file. Check-out housekeeping is an additional flat fee of \$300. Your vacation home comes with basic cleaning supplies, including a vacuum cleaner. Please take note to refrigerate all foods. Lots of critters live in the Florida Keys – keep your kitchen clean to avoid them. Please properly dispose of trash, cigarette butts, and separate recyclables. Failure to do so, may result in a fee of \$100 or greater. We reserve the right to refuse accommodations to

bachelor/ette parties and Spring Breakers. Should a vacation house be reserved to host this type of event you will be asked to leave with no refund for deposit and outstanding nights.

Smoking is not permitted indoors, and will result in a \$200 charge. There are no refunds for early check-outs. If you lose your key, there is a \$25 key replacement charge, and \$100 fee if you lock yourself out. The lessee is responsible for their own consumable products, such as dish soap and paper products.

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Breakfast is not included with your room rate, however if you would like to partake in the Old Town Manor breakfast spread, you may do so for \$5/person for each day you wish to join us. Reservations are recommended.

The staff at Old Town Manor and Rose Lane Villas

Exhibit "E"

Old Town Manor  
511 Eaton Street  
Key West, FL 33040  
(305) 292 - 2170/ (305) 292-2121  
Office Hours 8am to 8pm  
Web Page: [www.OldTownManor.com](http://www.OldTownManor.com)  
Email: [info@oldtownmanor.com](mailto:info@oldtownmanor.com)

Host:  
Svetlana Frenkel  
Benjamin Inskeep

#### Terms and Conditions

Arrival: June 2, 2010  
Departure: June 9, 2010  
Maximum allowable overnight guests: 4  
Property booked: Heron Estate Cottage plus Grounds  
Room Charges: \$1,000.00  
Cleaning: \$350.00  
Grounds Rental: \$2,000.00  
Total charges: \$3,350.00  
Non-refundable initial 50% deposit: \$1,000  
Final Payment Due 30 days prior to arrival: \$2,350.00  
(Initial sf )

Changes or Cancellations (Initial sf )

Cancellations will result in the forfeiture of all payments made. Full payment is due 30 days prior to arrival date. Refunds will not be issued for early departures. Regretfully, we do not refund cancellations due to weather, illness, or transportation delays. We require proof of Wedding Protection Insurance from ProtectMyWedding.com, or any other reputable travel insurance company. We reserve the right to refuse service to anyone, and will not be responsible for accidents or injury to guests or loss of money or valuables of any kind.

Check in (Initial sf )

Check-in time is strictly after 4PM. If arriving after 8pm, call us for instructions for the after-hours check-in procedure. Check-out time is strictly 10AM on the day of departure. For your protection and security, keys are given only to the Host. The Host will be responsible for incidentals.

Occupancy (Initial sf )

The package rate includes accommodations for a maximum of 4 guests. Children over 12 are considered occupants. Smoking is not permitted.

Use of Grounds (Initial sf )

The grounds can hold a maximum of 45 guests. The cost to use the grounds is dependent on actual needs and the final plan. This plan is due 30 days prior to arrival, and the minimum grounds fee is \$200. The staff will assist with basic and reasonable set-up of the grounds, provide trash and recycling receptacles, and reasonable clean-up services. However, excessive garbage or improperly disposed of cigarettes, recyclable beer bottles/cans, cups, etc., is not considered reasonable. In the event of excessive clean-up, a fee of \$125/hour will be billed to the credit card on file. Any damages incurred will be processed with the credit card on file. Open flames and tiki torches are not permitted. Decor and decorations cannot be permanently fixed, and open candle flames are not permitted.

Smoking is permitted on the grounds, but not in the rooms or interior spaces. Evidence of smoking in interior spaces will result in a \$200 fee applicable to the credit card assigned to the Host.

Event/Wedding Planning Services (Initial RF )

As part of your package, we have an on-site day-of event coordinator for your exclusive use to assist with on-premises activities, such as wedding ceremony assistance and general advice. The Host is required to assign a "day-of" designated contact person to ensure all event-specific details are managed to Host's expectations. The full itinerary, vendor contact information, audio/visual plan, design plan, and anticipated number of guests is due 30 days before your event.

Green Living (Initial RF )

The host is required to perform specific tasks in waste reduction, recycling efforts, reduce usage of natural resources, and removal of pollutants. Our guests are expected to comply with our efforts to help minimize waste and consumption. For your events, you are required to separate recyclables from trash.

Weather (Initial RF )

A back-up plan due to inclement weather is strongly recommended. Wedding Protection Insurance is required.

Signature, Host 1

[Signature]

Date:

11/15/2012 2019

Signature, Host 2

[Signature]

Date:

11-15-2019

Best and Warmest Regards,  
Runi Goyal, Wedding and Group Sales Manager  
Ann-Marie Coyne, General Manager  
And the staff at Old Town Manor and Rose Lane Villas



Agency Name: Southernmost Insurance Agency Inc.  
Quote #: 106729

### APPLICANT INFORMATION

Carrier: Lloyds of London

Effective Dates: 3/4/2010 to 3/4/2011

Named Insured: Walter Price +

SWATI GOYAL

Mailing Address: PO Box 4870  
Key West, FL 33041

Phone: 305-395-1825

Location Address: 3700 Sunrise Lane  
Key West, FL 33040

Mortgagee #1: None  
Address:

Loan #:

Mortgagee #2: None  
Address:

Loan #:

### RISK INFORMATION

Year Built: 1978  
Square Feet: 2000  
Construction Type: Joisted Masonry or Masonry Veneer  
# of Units: 1-2  
Occupancy: Short-term Rental < 3 months

Plumbing Type: PVC  
Electric Service Type: Breaker Box  
Primary Heat Source: Electric  
Roofing Type: Metal

Year Updated: 2005  
Year Updated: 2005  
Year Updated: 2006  
Year Updated: 2008

Protective Devices: Central Fire & Burglar Alarms

## RISK INFORMATION (CONT'D)

Exposures: None

Total number of non-hurricane claims in the past 3 years: 0

## COVERAGES/LIMITS OF LIABILITY

<u>Property</u>	<u>Limit</u>	<u>Premium</u>
Dwelling:	\$500,000	
Other Structures:	\$50,000	
Personal Property:	\$250,000	
Loss of Use:	\$50,000	
Total Insured Value:	\$850,000	\$1,815.00
<u>Liability</u>		
Personal Liability:	\$500,000	\$100.00
Medical Payments:	\$1,000	\$0.00
<u>Optional Coverage</u>		
Ordinance/Law:	None	\$0.00
Water Backup:	\$5,000	\$50.00
Extended RC:	125%	\$81.00
Mold Sub-limit:	N/A	\$0.00
ID Theft:	N/A	\$0.00
Personal Injury:	N/A	\$0.00
Equip Breakdown:	N/A	\$0.00
Add'l Insured:	No	\$0.00
<u>Deductibles</u>		
All Other Perils:	\$2,500	WIND/HAIL PERIL EXCLUDED

Total Premium: \$1,765.00  
Policy Fee: \$35.00  
Inspection Fee: \$200.00  
CPIC Emergency Assessment Fee: \$28.00  
FHCF Assessment: \$20.00  
FL Service Fee: \$2.00  
surplus lines tax: \$100.00  
TOTAL DUE: \$2,152.00

POLICY FORM\* HO-3

Insured's Signature: [Signature]

Date: 3/5/10

Producer's Signature: [Signature]

\*Base policy form shown only; additional forms and endorsements may apply.

## SUPPLEMENTAL CONDITIONS SECTION

☒ If this box is checked the following conditions apply.

### Seasonal or Short Term Rental Conditions

- 1) Dwelling is occupied as a residence at least (30) days total per year.
- 2) Dwelling is entered by the insured or his representative at least once every thirty (30) days.
- 3) Insured recuperates all keys or changes all locks immediately after the renter leaves.
- 4) Dwelling is winterized to prevent freezing of pipes or heat is maintained at a minimum of 55 degrees F while occupied.
- 5) Main water valve is shut off if home is unoccupied for 7 or more consecutive days.

☐ If this box is checked the following conditions apply.

### Unprotected Rating Conditions

- 1) Distance from the dwelling to the local Fire Department is less than 5 miles.
- 2) The dwelling is accessible by the local Fire Department year-round.
- 3) The dwelling has at least one neighbor within eye-sight.
- 4) The location Fire Department has tanker trucks with at least 2,500 gallons capacity OR there is an alternate water source within 1,000 ft of the home that is accessible to the local Fire Dept for withdrawal.

Insured's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## AFFIDAVIT

I, Ann-Marie Coyne, swear/affirm the following to be true and correct to the best of my knowledge:

1. I have personal knowledge of the building located at 3700 Sunrise Lane due to the following:

As General Manager of Old Town Manor and Rose Lane Villas, I was responsible for advertising on HomeAway.com, pricing, payments, guest services, and property maintenance for the Heron Estate Vacation Home located at 3700 Sunrise Lane.

2. My personal knowledge covers the following timeframe:

June 2009 to April 2013  
month/year month/year

3. To my personal knowledge, there existed 2 residential units on the property.

4. To my personal knowledge, on or about April 1, 2010, the two units on the property were used transiently.

5. I currently have no monetary interest in the property.

Signature

Date

Subscribed and sworn to (or affirmed) before me on 5/25/18 (date) by Ann-Marie Coyne (name of affiant), he/she is personally known to me or has presented \_\_\_\_\_ as identification.

Notary's Signature and Seal

Name of Acknowledger printed or stamped

Title or Rank

Commission Number, if any

Darcy Shaw  
Notary Public  
State of New York  
Schenectady County  
Lic.# 01SH6047118  
Comm. Exp. 12/10/2018

## AFFIDAVIT

I, Drew Wenzel, swear/affirm the following to be true and correct to the best of my knowledge:

1. I have personal knowledge of the building located at 3700 Sunrise Lane due to the following:

I am a local resident of Key West and I rented the property located at 3700 Sunrise Lane, with its separate cottage unit, from Swati Goyal for 1 week in March, 2010 to house my vacationing family members.

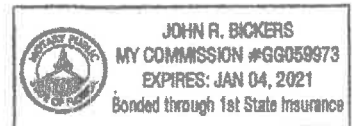
2. My personal knowledge covers the following timeframe:

January 2009 to April 2011  
month/year month/year

3. To my personal knowledge, there existed 2 residential units on the property.
4. To my personal knowledge, on or about April 1, 2010, the two units on the property were used transiently.
5. I currently have no monetary interest in the property.

Signature

Date



Subscribed and sworn to (or affirmed) before me on June 8, 2010 (date) by  
Drew Wenzel (name of affiant), he/she is personally known to me or  
has presented \_\_\_\_\_ as identification.

Notary's Signature and Seal

John R. Bickers

Name of Acknowledger printed or stamped

Title or Rank

Commission Number, if any



Destination Old Town <roselanevillas@gmail.com>

## HomeAway inquiry about Key West 188043 from Connie & Greg Prichard

Connie & Greg Prichard <inquiry@homeaway.com>  
Reply-To: Tolmansweet@gmail.com  
To: info@homestylekeywest.com

Mon, Nov 16, 2009 at 6:49 PM



### HomeAway Rental Inquiry - Property # 188043

Dear Francine,

Connie & Greg Prichard has sent the following inquiry about property number 188043 in Key West.

<http://www.homeaway.com/vacation-rental/p188043>

To reply to this inquiry, simply call the phone number contained in the inquiry or reply to this e-mail.

#### Inquiry Summary

Name: Connie & Greg Prichard  
Email: Tolmansweet@gmail.com  
Phone #: + 1 519-289-2076  
Arrival date: Jan 9, 2010  
Departure date: Jan 23, 2010  
Total # in party: 5 (including children)  
No of children: 2

Further info: Hi we are a quite family who enjoy key west. I have some questions. is the separate part attached to the house if not do you make us pay extra any-way cant wait to here back! connie

Be sure to check out the HomeAway Owner Resource section for tips, tools and articles on renting your vacation home.

**Thank you** for choosing HomeAway! We appreciate your business and hope you will continue to be with us for many years to come. If you have any questions please contact us.

Wishing you many successful rentals,  
Your HomeAway Support Team

Heron Estate  
Check-in at Old Town Manor  
511 Eaton Street  
Key West, FL 33040  
(305) 292 - 2170/ (800) 294 - 2170  
Office Hours 8am to 8pm  
Web: [www.HomeStyleKeyWest.com](http://www.HomeStyleKeyWest.com)  
Email: [info@HomeStyleKeyWest.com](mailto:info@HomeStyleKeyWest.com)  
After hours EMERGENCY No. 305 879 3224

11/06/2009  
Reservation Number: 11622  
Connie Prichard

Thank you for choosing the Heron Estate as your Key West destination. We look forward to your visit and want you to know that we will do everything possible to make your stay pleasant and enjoyable. Please review this document in its entirety, especially the guidelines section below. The details of your reservation are:

Arrival: Jan 9, 2010  
Departure: Jan 23, 2010  
Number in your party: 3 Adults + 2 Children  
Rooms booked: Heron Estate Cottage  
Number of nights booked: 15  
Room Charges: \$2,000.00  
Taxes: \$0.00  
Total Charges: \$2,000.00  
Credit Card: xxxx8592  
Exp. Date: 02/2010  
Deposit Due: \$1,000.00  
Balance Due 30 days prior to arrival: \$1,000.00  
\*\*Please make checks payable to Swati Goyal

If you have any questions during our Office Hours (8:00 am - 8:00 pm) please call our office at 305-292-2170 and one of our front desk specialists will assist you. Check-in time is after 4pm at the front desk of the Old Town Manor. If you are arriving after 6pm, please call us for instructions about the after hours check in procedure. Check-out time is 10am on the day of departure. For your protection, at check-in you will be required to present the credit card with which you made your room deposit and a photo ID. We accept all major credit cards.

Our Vacation Home rentals adhere to a 30-day rental agreement whereby we offer only one contract per 30 day cycle. Should the undersigned choose to stay less than 30 days, the monthly rate is prorated to a daily or weekly rate agreed upon by the lessor and lessee. Cancellations or changes made less than 90 days prior to Jan 9, 2010 will result in the forfeiture of your deposit. Cancellations made more than 90 days will result in a fee of \$100. Furthermore, refunds will not be issued for early departures.

Regretfully, we can not assume responsibility for any cancellations due to weather conditions or any sort of transportation delays. Please consider travel insurance from TravelGuard.com or any other reputable travel insurance company.

Maximum occupancy is strictly enforced. Occupancy applies to children over the age of 12. Pets are not allowed. Housekeeping is NOT responsible for dishes. For excessive cleaning

due to accident, or dirty dishes, cleaning fees will be applied to the credit card on file. Check-out housekeeping is an additional flat fee of \$100. Your vacation home comes with basic cleaning supplies, including a vacuum cleaner. Please take note to refrigerate all foods. Lots of critters live in the Florida Keys – keep your kitchen clean to avoid them. Please properly dispose of trash, cigarette butts, and separate recyclables. Failure to do so, may result in a fee of \$100 or greater. We reserve the right to refuse accommodations to bachelor/ette parties and Spring Breakers. Should a vacation house be reserved to host this type of event you will be asked to leave with no refund for deposit and outstanding nights.

Smoking is not permitted indoors, and will result in a \$200 charge. There are no refunds for early check-outs. If you lose your key, there is a \$25 key replacement charge, and \$100 fee if you lock yourself out. The lessee is responsible for their own consumable products, such as dish soap and paper products.

Driving directions are available online in a printable format, please visit [www.oldtownmanor.com](http://www.oldtownmanor.com) for directions to the office. If you have trouble printing this document, please let us know and we will be happy to mail or fax directions to you. If you are taking the Key West Express ferry, be sure to ask us for \$15/person discounted vouchers. Minimum two week advance reservation required to book the ferry.

Don't forget to check out our favorite activities on our "Book activities now" page. We can handle all the arrangements for you. Please call the Old Town Manor front desk (305-292-2170) for concierge services including dining or activity suggestions and/or reservations. Our staff can help you and probably save you some money.

Breakfast is not included with your room rate, however if you would like to partake in the Old Town Manor breakfast spread, you may do so for \$5/person for each day you wish to join us. Reservations are recommended.

The staff at Old Town Manor and Rose Lane Villas



## Approved Transient LUDs – Previously Non-transient

Unit Address	Zoning	Submission Date		Determination Date
822 Fleming St & 822 Fleming St (rear)	HNC	03/02/10	transient units"	08/27/10
802-822 White St	HNC	09/25/13		03/25/14
904 Eaton St	HMDR	08/05/14	transient units"	06/09/17
511 Eaton St	HNC	08/20/14		06/09/17
418 White St	HNC	10/01/14	transient units"	06/06/17
307 Elizabeth St	HMDR	02/13/15	transient units"	06/16/17
1213 Georgia St	HMDR	02/13/15	previously	06/16/17
1011 Whitehead St	HMDR	02/27/16		06/09/17
903 Eisenhower Dr	CG	05/07/16	transient units"	
723 Catherine St	HMDR	08/01/16	unit"	06/09/17
815 Catherine St	HMDR	08/01/16		06/09/17
1901 S. Roosevelt Blvd, Unit 302-S	MDR-C	11/22/16	unit"	06/16/17
906 Windsor Ln	HHDR	11/22/16	unit"	09/06/17
1901 S. Roosevelt Blvd, Unit 202-W	MDR-C	03/09/17		06/16/17
408 Petronia St	HNC-3	05/02/17	city previously	04/13/18
603 Southard St	HNC-1	05/02/17		06/16/17
629 United St	HMDR	05/02/17		06/16/17
906 Windsor Ln	HMDR	11/22/16		06/09/17
05/07/19 - City Commission adopts ordinance char				05/07/19
901 Truman	HNC		ent units"	06/25/19
1507 South St	SF	09/17/18	unit is not a new unit	09/05/19
1427 Washington St	HMDR	09/26/18	unit is not a new unit	11/25/19
528 Grinnell St	HHDR	04/30/18	units are not a new	11/21/19
1409 White	HMDR	06/14/18	unit is not a new unit	11/25/19
3700-3702 Sunrise	SF	06/13/18	units are not a new	11/25/19
1111-B Grinnell	HMDR	07/11/18	units are not a new	11/25/19
427 Catherine	HRCC3	11/15/18	ded with the LUD transiently on or ty."	11/25/19
1009 #7 Simonton	HNC1	11/15/18	unit is not a new unit	11/25/19