

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

LUCY MAYER

Appellant,

v.

CITY OF KEY WEST

Appellee,

\_\_\_\_\_ /

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

NOTICE IS HEREBY GIVEN, that LUCY MAYER (“Appellant”), hereby appeal 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 528 Grinnell Street Key West, Florida<sup>1</sup>, (the “Subject Property”) which was executed on November 20, 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 528 Grinnell Street, Key West, Florida, by virtue of a Warranty Deed executed on June 30, 2004 and recorded on July 13, 2004 in Book 2024, Page 1005, of the Official Records Book of the Monroe County,

<sup>1</sup> The Subject Property has RE: Number 00007620-000000 and Alternate Key # 1007897

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-unit duplex, approximately 1600 finished square feet that was constructed in 1963 with an effective year built of 1999. 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 a transient two (2) unit duplex since approximately March of 2010.
4. On or about April 30, 2018, Appellant filed with the City her Lawful Unit Determination Application with the City of Key West seeking a determination that her 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 20, 2019, more than one and one-half (1.5) year 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 her 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 one and one-half (1.5) years 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 one of the required elements. To meet the 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. Vacation Property Rental Agreement dated January 1, 2010;
- b. Vacation Property Rental Agreement dated February 2 2010;
- c. Vacation Property Rental Agreement dated April 12, 2010;
- d. Keys Energy Customer Detailed Listing for the years 2009 through 2011;
- e. Online listings, of the subject property for transient use;
- f. Settlement Agreement between the Appellants and the City of Key West due to code issue; i.e. renting subject property on a transient basis;
- g. Notice of Code Violation dated February 9, 2015;
- h. Notice of Code Violation dated January 2, 2015;

- i. Vacation Property Rental Agreement dated January 2, 2010;
- j. Vacation Property Rental Agreement dated February 2, 2010;
- k. Vacation Property Rental Agreement dated March 21, 2012;
- l. Vacation Property Rental Agreement dated February 3, 2010;
- m. Vacation Property Rental Agreement dated April 10, 2010;

Additionally, the Appellant's application demonstrated prior to 1986, the zoning for the subject property was ~~R-1B~~ <sup>HP-1 HP-1</sup>. ~~R-1B~~ 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 exists 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 2010. As such, Appellant respectfully request the Board of Adjustment to enter a decision:

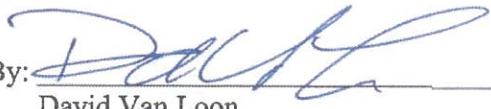
1. Granting the Appeal by LUCY MAYER;
2. Denying or Striking the decision of the Planning Director of the City of Key West, Florida denying the lawful unit determination filed by Appellants; and
3. For any further relief this Board of Adjustment deems just and proper.

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on December 2, 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

---

**From:** Vanessa T. Sellers <vsellers@cityofkeywest-fl.gov>  
**Sent:** Tuesday, November 26, 2019 9:47 AM  
**To:** Lori Thompson  
**Cc:** Angela Budde; Lauren Mongelli  
**Subject:** 528 Grinnell Street  
**Attachments:** 528 Grinnell Street.pdf

Please see the attached LUD for 528 Grinnell Street.

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 – Lucy Mayer, 528 Grinnell Street, Key West, FL 33040 (RE # 00007620-000000)

Dear Ms. Thompson,

We have reviewed your application to recognize two non-transient units as two transient units for the real property located at 528 Grinnell Street, 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
- i. Similar documentation as listed above.

*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

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 May 18, 2018, it is my determination that two non-transient units exist on the property. The units are not a new determination as they have been recognized by the city since before April of 2010.

Sincerely,

A handwritten signature in black ink, appearing to read "Roy Bishop", is written over the printed name.

Roy Bishop  
Planning Director

Dated: 11/21/19

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

EXHIBIT "B"

\_\_\_\_\_

06/19/2017 11:10AM  
DEED DOC STAMP CL: Krys \$0.70

Return to and prepared by:  
THE MARGALLI LAW OFFICE, P.A.  
1010 Kennedy Drive, Ste. 307  
Key West, Florida 33040  
Property Appraisers Parcel ID Number (s): 1007897

Doc# 2127715  
Bk# 2860 Pg# 511

Grantee(s): Mark W. Mayer, Lucy Mayer

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**QUIT CLAIM DEED**

This Quit Claim Deed is made this 19 day of June, 2017, by and between Mark W. Mayer ( First Party), and Lucy Mayer( Second party), Husband and Wife, first party to Lucy Mayer, a married woman, whose address is 528 Grinnell St., Key West, Florida 33040, second party Mark W. Mayer

**WITNESSETH:** That the said First Party (Mark w. Mayer), for and in consideration of the sum of \$10.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, remise, releases, and conveys and forever quit claim unto to the Second Party (Lucy Mayer), all of the interest of the First Party, if any, in that certain land situated in Monroe County, State of Florida, to-wit:

**Legal Description:** KW PT LOT 1 SQR 46 G67-264 OR419-577/578 OR652-696 OR652-697/98 OR748-436/437 OR851-2013 OR887-709 OR938-1314 OR1156-2281 OR1875-1440/42Q/C OR1875-1443/45 OR2024-1005/06(LG)

**EXHIBIT A**

On the Island of Key West and being part of Lot 1 in Square 46; COMMENCING at a point on Grinnell Street 90 feet distant from the corner of Southard and Grinnell Streets and running thence in a Northwesterly direction along Grinnell Street 23 feet; thence at right angles in a Southwesterly direction 50 feet; thence at right angles in a Southeasterly direction 23 feet; thence at right angles in a Northeasterly direction 50 feet to the place of beginning.

**ALSO**

**EXHIBIT B**

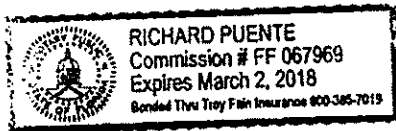
A parcel of land on the Island of Key West, Monroe County, Florida, and known as a part of Lot 1, Square 46, according to William A. Whitehead's Map of said Island, delineated in February A.D. 1829, said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the NW'ly right of way line of Southard Street with the SW'ly right of way line of Grinnell Street and run thence NW'ly along the SW'ly right of way line of the said Grinnell Street for a distance of 90.00 feet; thence SW'ly and at right angles for a distance of 50.00 feet to the Point of Beginning; thence NW'ly and at right angles for a distance of 23.00 feet; thence SW'ly and at

STATE or COUNTRY OF Florida, USA  
COUNTY or CITY OF Monroe / Key West

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared **Mark W. Mayer**, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did) (did not) take an oath, known to be the person described in and who executed the foregoing, and he acknowledged before me that he executed the same for the purposes set out therein.

19 WITNESS my hand and official seal in the County and State last aforesaid this, day of June, 2017.



Richard Puente  
My Commission Expires:  
NOTARY PUBLIC, State of Florida

STATE OF FLORIDA  
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared **Lucy Mayer**, who is personally known to me or who has produced \_\_\_\_\_ as identification and who (did) (did not) take an oath, known to be the person described in and who executed the foregoing, and she acknowledged before me that she executed the same for the purposes set out therein.

19 WITNESS my hand and official seal in the County and State last aforesaid this, day of June, 2017.



Richard Puente  
My Commission Expires:  
NOTARY PUBLIC, State of Florida

right angles for a distance of 4.2 feet; thence SE'y and at right angles for a distance of 23.00 feet; thence NE'y and at right angles for a distance of 4.24 feet back to the Point of Beginning.

R.E.# 00007620-000000

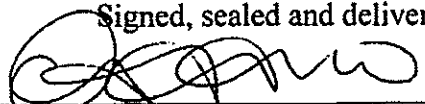
Also know as: 528 Grinnell St., Key West, FL 33040-7179

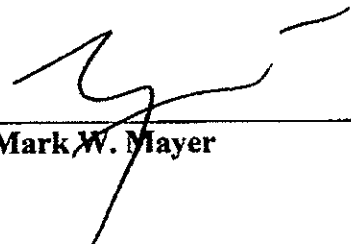
This Quit Claim Deed was prepared without the benefit of title examination.

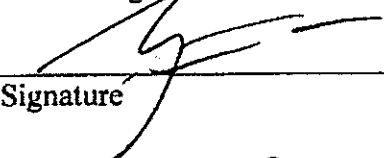
**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of said first party, either in law or equity, to the only property use, benefit and behalf of the said second party forever.

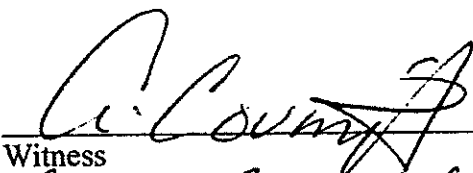
**IN WITNESS WHEREOF**, the said first party has signed and sealed these presents the day and year first above written.

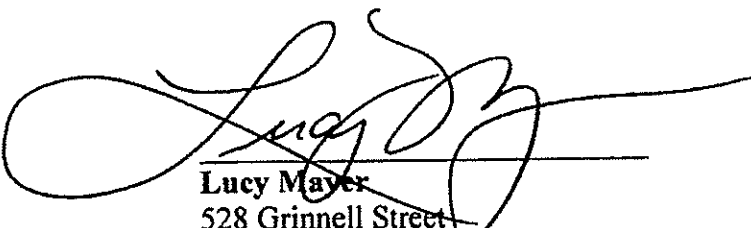
Signed, sealed and delivered in the presence of:

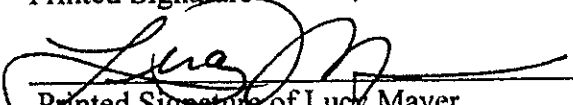
  
\_\_\_\_\_  
Witness  
Owen Trepanier  
\_\_\_\_\_  
Printed Signature

  
\_\_\_\_\_  
Mark W. Mayer

  
\_\_\_\_\_  
Signature  
MARK MAYER  
\_\_\_\_\_  
Printed Signature of Mark Mayer

  
\_\_\_\_\_  
Witness  
Alvin Covington  
\_\_\_\_\_  
Printed Signature

  
\_\_\_\_\_  
Lucy Mayer  
528 Grinnell Street  
Key West, FL 33040

  
\_\_\_\_\_  
Printed Signature of Lucy Mayer

LUCY MAYER  
\_\_\_\_\_  
PRINTED SIGNATURE OF LUCY MAYER

Prepared By: Monica Hornyak  
Chicago Title of the Florida Keys.  
801 Eisenhower Drive  
Key West, FL 33040  
410480274

MONROE COUNTY  
OFFICIAL RECORDS

FILE #1456438  
BK#2024 PG#1005

### WARRANTY DEED

This Indenture, Made this 30<sup>th</sup> day of June, 2004, Between

PAMELA BRANDT and CLAY DOHERTY, a married couple, grantor

to

RCD Jul 13 2004 12:41PM  
DANNY L KOLHAGE, CLERK

MARK W. MAYER and LUCY MAYER, husband and wife, grantee,  
address is: 3540 North Bayhames Dr., Coconut Grove,  
FL 33133

Witnesseth, that the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Monroe, State of Florida to wit:

DEED DOC STAMPS, 5383.00  
07/13/2004 h DEP CLK

#### EXHIBIT A

On the Island of Key West and being part of Lot 1 in Square 46; COMMENCING at a point on Grinnell Street 90 feet distant from the corner of Southard and Grinnell Streets and running thence in a Northwesterly direction along Grinnell Street 23 feet; thence at right angles in a Southwesterly direction 50 feet; thence at right angles in a Southeasterly direction 23 feet; thence at right angles in a Northeasterly direction 50 feet to the place of beginning.

#### ALSO

#### EXHIBIT B

A parcel of land on the Island of Key West, Monroe County, Florida, and known as a part of Lot 1, Square 46, according to William A. Whitehead's Map of said Island, delineated in February A. D. 1829, said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the NW'ly right of way line of Southard Street with the SW'ly right of way line of Grinnell Street and run thence NW'ly along the SW'ly right of way line of the said Grinnell Street for a distance of 90.00 feet; thence SW'ly and at right angles for a distance of 50.00 feet to the Point of Beginning; thence NW'ly and at right angles for a distance of 23.00 feet; thence SW'ly and at right angles for a distance of 4.2 feet; thence SE'ly and at right angles for a distance of 23.00 feet; thence NE'ly and at right angles for a distance of 4.24 feet back to the Point of Beginning.

R.E.# 00007620-000000

And the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in our presence.

Pamela Brandt by Clay Doherty Atty in fact  
PAMELA BRANDT

Clay Doherty  
CLAY DOHERTY

Address:



Prepared By: Monica Hornyak  
Chicago Title of the Florida Keys.  
801 Eisenhower Drive,  
Key West, FL 33040

FILE #1456438  
BK#2024 PG#1006

Warranty Deed Page No. 2

Monica Hornyak  
Witness

Monica Hornyak  
Printed Name of Witness

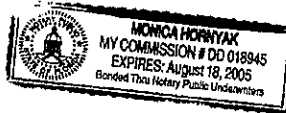
Teri Dale  
Witness

Teri Dale  
Printed Name of Witness

STATE OF FL  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 31 day of June, 2004, by  
PAMELA BRANDT by CLAY DOHERTY her attorney in fact and CLAY DOHERTY  
who is personally known to me or who has produced GA Drivers License  
as identification and who did/did not take an oath.

Monica Hornyak  
Notary Public



MONROE COUNTY  
OFFICIAL RECORDS

EXHIBIT "C"

REAL PROPERTY RECORD CARD

MONROE COUNTY, FLORIDA

00007020-00000000

| LAND COMPUTATIONS |            |           |            |      |      |                      |
|-------------------|------------|-----------|------------|------|------|----------------------|
| QUAN.             | TYPE-DESC. | SIZE-AREA | UNIT PRICE | D.F. | C.F. | PRICE PER FRONT FOOT |
| 23                | 50         | 50        | 50         | 93   |      | 36.50                |
| 23                | 50         | 62.50     | 62.50      | 73   |      | 43.12                |
| TOTAL             |            |           |            |      |      | 840                  |

Polverari, Barbara A.  
528 Grinnell Street  
Key West, Florida 33040

KF  
PT LOT 1  
SQR 46  
OR 419-577-578  
OR 419-577-578  
OR 652-696  
OR 652-697-698  
PC-01

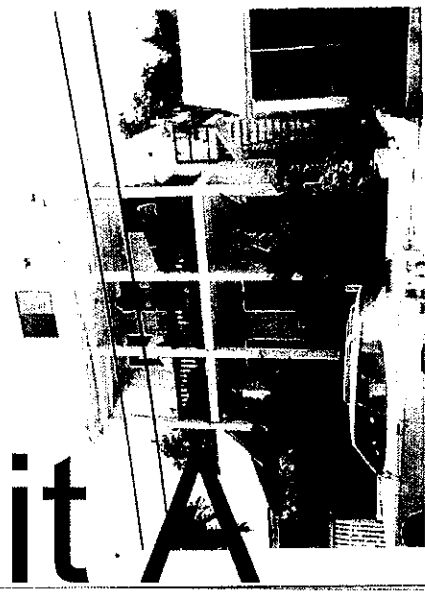
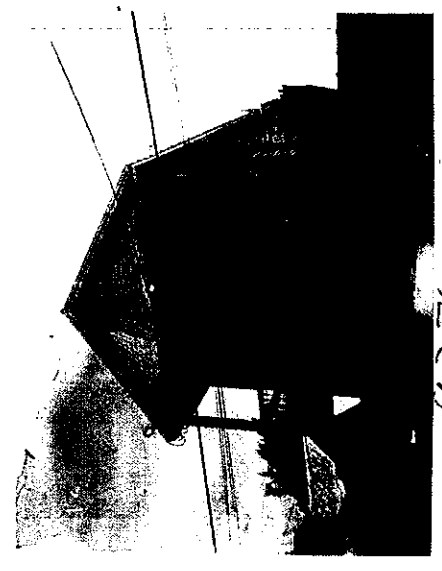


Exhibit A

4-3-75

784 100797 28 762

4-2-76

| VALUATION TOTALS |      |              |       |
|------------------|------|--------------|-------|
| 1966             | LAND | IMPROVEMENTS | TOTAL |
|                  |      |              | 840   |
| 74               | LAND | IMPROVEMENTS | TOTAL |
|                  |      |              | 1049  |
| 74               | LAND | IMPROVEMENTS | TOTAL |
|                  |      |              | 1049  |
| 77               | LAND | IMPROVEMENTS | TOTAL |
|                  |      |              | 1049  |
| 19--             | LAND | IMPROVEMENTS | TOTAL |
|                  |      |              | 1049  |
| 19--             | LAND | IMPROVEMENTS | TOTAL |
|                  |      |              | 1049  |
| 19--             | LAND | IMPROVEMENTS | TOTAL |
|                  |      |              | 1049  |

NOTES

68/11,000  
1974-Condition Due to  
Fire Damage, 95% 69797  
76/12,000 28652.50  
11-3-77 OR 748-436-437  
155,800

MONROE COUNTY PROPERTY APPRAISAL CARD

FILE DATA

BLDG. APPRAISAL  
Total Unit \_\_\_\_\_  
Unit Sq. Ft. Cost \_\_\_\_\_  
Adj. Sq. Ft. Cost \_\_\_\_\_  
Total No. Sq. Ft. \_\_\_\_\_  
Total Cost \_\_\_\_\_  
Porch, Etc. \_\_\_\_\_  
Utility, Etc. \_\_\_\_\_  
Extra Features \_\_\_\_\_  
BLDG. Val. \_\_\_\_\_  
Depreciation \_\_\_\_\_  
Appraised Bldg. Val. \_\_\_\_\_

PROPERTY DATA  
Year Assessed \_\_\_\_\_  
Perm't No. \_\_\_\_\_  
Type of Prop. \_\_\_\_\_  
By \_\_\_\_\_  
Date Appraised \_\_\_\_\_

BUILDING DATA  
% Complete \_\_\_\_\_  
Jan. 1, 19 \_\_\_\_\_  
% Complete Now \_\_\_\_\_  
% Bldg. Value \_\_\_\_\_  
For 19 \_\_\_\_\_

| TYPE            | A | B | ROOF TYPE        | A              | B | FLOORS           | A    | B | CLASSIFICATION    | A | B |
|-----------------|---|---|------------------|----------------|---|------------------|------|---|-------------------|---|---|
| RES 1 STORY     |   |   | FLAT             |                |   | WOOD JOIST       |      |   | EXCELLENT         |   |   |
| SPLIT LEVEL     |   |   | HIP              |                |   | CONCRETE JOIST   |      |   | BETTER            |   |   |
| RES 2 STORY     |   |   | GABLE            |                |   | SUB FLOOR        |      |   | GOOD              |   |   |
| DUPLEX          |   |   | TRUSS (WD, STL)  |                |   | SOFT WOOD        |      |   | BASE              |   |   |
| MOTEL           |   |   |                  |                |   | HARD WOOD        |      |   | FAIR              |   |   |
| WAREHOUSE       |   |   | ROOF MATERIAL    | A              | B | CONCRETE         |      |   | POOR              |   |   |
| STORE           |   |   | ASBESTOS SHINGLE |                |   | TERRAZZO         |      |   |                   |   |   |
| OFFICE          |   |   | SLATE SHINGLE    |                |   | SP TILE - MARBLE |      |   | TOTAL UNITS       |   |   |
| GAS STATION     |   |   | WOOD SHINGLE     |                |   | COMPOSITION      |      |   | PORCH, FLA/RM     |   |   |
| GARAGE          |   |   | METAL SHINGLE    |                |   | W/W CARPETING    |      |   | OPEN              |   |   |
| GARAGE APT.     |   |   | CEMENT TILE      |                |   | PLYWOOD          |      |   | SEMI-ENCLOSED     |   |   |
| STORE APT.      |   |   | BARREL TILE      |                |   | PLUMBING         |      |   | SCREEN            |   |   |
| FACTORY         |   |   | ROLL ROOF        |                |   | GOOD, PLAIN      |      |   | JALOUSY GLASS     |   |   |
|                 |   |   | TAR & GRAVEL     |                |   | GOOD, TILE       |      |   | JALOUSY METAL     |   |   |
| FOUNDATION      | A | B | BERMUDA          |                |   | PLAIN            |      |   | ALUMINUM          |   |   |
| CONC. FTG.      |   |   | CONCRETE         |                |   | POOR             |      |   | CONCRETE          |   |   |
| CONCRETE BLK.   |   |   | SHD. METAL       |                |   | NO. BATHS        |      |   | TILE-TERRAZZO     |   |   |
| PIERS           |   |   | WOOD SHASH       |                |   | TUB & SHOWER     |      |   | WOOD              |   |   |
| PILES           |   |   | AWNING           |                |   | SEWER            |      |   | UTILITY, C. PORTE |   |   |
| PILE & GR. SW.  |   |   |                  |                |   |                  |      |   | MASONRY           |   |   |
| EXTERIOR        | A | B | JALOUSY GLASS    |                |   |                  |      |   | FRAME             |   |   |
| C.B. PLAIN      |   |   | CASEMENT         |                |   | KITCHEN CAB.     | A    | B | EXP BEAM          |   |   |
| C.B. STUCCO     |   |   | PLATE GLASS      |                |   | WALL             | L.F. |   | PLASTER (INT.)    |   |   |
| BRICK           |   |   | BL GLASS DOORS   |                |   | BASE             | L.F. |   | EXR INT.          |   |   |
| REINF. CONC.    |   |   |                  |                |   | FORMICA          |      |   | OPEN              |   |   |
| FRAME           |   |   | INTERIOR         |                |   | PLYWOOD          |      |   | CONCRETE          |   |   |
| FRAME STUCCO    |   |   | UNFINISHED       |                |   | METAL            |      |   | EXTRA FEATURES    |   |   |
| BOARD & BATTEN  |   |   | WOOD             |                |   | BUILT-IN KIT     |      |   | 1 BATH            |   |   |
| ASBESTOS SIDING |   |   | RUBBED BLK       |                |   |                  |      |   | FULL BATH         |   |   |
| BEVEL SIDING    |   |   | PLASTERED BLK    |                |   | ELECTRIC         | A    | B | FIREPLACE         |   |   |
| PLYWOOD SIDING  |   |   | PLASTER, PURRED  |                |   | GOOD             |      |   | BUILT-INS         |   |   |
| CORR. METAL     |   |   | WALL BOARD       |                |   | AVERAGE          |      |   | AIR CONDITION.    |   |   |
|                 |   |   | DRYWALL          |                |   | POOR             |      |   | HEATING           |   |   |
| INSULATION      | A | B | WOOD CEILING     |                |   | NONE             |      |   | SWIMMING POOL     |   |   |
| ROOF            |   |   | ACOUSTIC         |                |   |                  |      |   | PATIO             |   |   |
| WALLS           |   |   | PLYWOOD          |                |   |                  |      |   | SEAWALL           |   |   |
| NONE            |   |   | PANELING 12 S    |                |   |                  |      |   | DOCK              |   |   |
|                 |   |   | UPSON ROADS      |                |   |                  |      |   | FENCE             |   |   |
| ROOM COUNT      |   | A | B                | GENERAL        |   | A                | B    |   |                   |   |   |
| LIVING ROOM     |   |   |                  | HEIGHT IN FEET |   |                  |      |   |                   |   |   |
| DINING ROOM     |   |   |                  | APARTMENTS     |   |                  |      |   |                   |   |   |
| KITCHEN         |   |   |                  | OFFICES        |   |                  |      |   |                   |   |   |
| BEDROOMS        |   |   |                  | MOTEL ROOMS    |   |                  |      |   |                   |   |   |
| BATH            |   |   |                  | STORES         |   |                  |      |   |                   |   |   |
| TOTAL           |   |   |                  | FLOORS         |   |                  |      |   |                   |   |   |
|                 |   |   |                  | DATE BUILT     |   |                  |      |   |                   |   |   |

RE-762  
TWO APARTMENTS  
77 ROLLS  
PLANS  
A-148  
CITY HALL  
RESTORATION  
OF FIRE DAMAGED

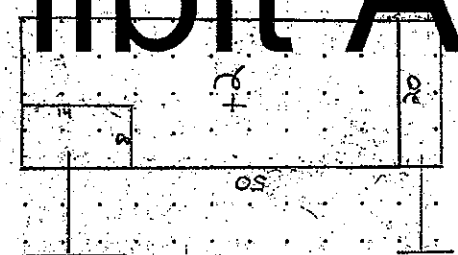
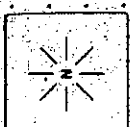


Exhibit A

EXHIBIT "D"

DIVISION 7. - TRANSIENT LIVING ACCOMMODATIONS IN RESIDENTIAL DWELLINGS  
Code Sec. 122-1371. - Transient living accommodations in residential dwellings;  
regulations.

(a) Intent. These regulations apply only to the transient use of residential dwellings. In 1986, the city enacted former zoning code section 35.24(44) which provided the following definition of a transient living accommodation: "Commercially operated housing principally available to short-term visitors for less than twenty-eight (28) days." (This definition shall hereinafter be referred to as the "former transient definition.") Some property owners and developers interpreted the former transient definition to mean that an owner could rent his or her residential dwelling for less than half the year without the dwelling losing its residential status, and therefore without the need for a city-issued transient license (so long as state licensing requirements were met). This interpretation went unchallenged by the city. Three categories of transient use of residential dwellings resulted: (1) some owners obtained a transient license allowing unrestricted transient use; (2) some owners followed the former transient definition and, accordingly, rented their properties less than half the year; and (3) some owners put their residences to a transient use without city or state license and without regard to existing regulations. In addition, many residential dwelling owners never put their properties to a transient use and they no longer have the opportunity to do so under the city's current rate of growth ordinance.

**HP**

Map details include:  
 - Streets: MARGARET LANE, ANGELA LANE, STUMP LANE, CATHOLIC CEMETERY.  
 - Lot Numbers: 800 BLK, 900 BLK, 1000 BLK, 1100 BLK.  
 - Addresses: 800 HARRIS, 60 SCHUBERT, 1000 BLK, 1100 BLK.  
 - Other labels: 86, 702, 701, 700.

# HP

[l] *Off-street parking and loading requirements.* As specified in Section IX.

[m] *Sign limitations.* Same as for R-1A, and in addition:

1. A nonilluminated sign not exceeding 6 square feet in area used to identify a building containing multiple-family dwellings.

[6] *Reserved.*

Editor's note—At the city's instruction, § VII[6], H-2 Large hotel, motel and multiple-family district, has been deleted from App. A, and the user's attention is directed to § VII[13], R-2H Large hotel, motel and multiple-family district.

**[7] HP-1 Residential Historic Preservation District.**

[a] *Intent.* The provisions of this district are intended to protect and enhance the character of the residential historic areas of the City of Key West.

[b] *Principal uses and structures.* Same as for R-1B, and in addition:

1. Two-family dwellings.
2. Multi-family structures not to exceed <sup>22</sup> 4 dwelling units. *per are density. Ord. 85-33*

[c] *Accessory uses and structures.* Same as in R-1B.

[d] *Special exceptions permissible by board of adjustment.*

1. Public and private schools with conventional curriculums, public libraries.
2. Churches and other places of worship.
3. Public safety structures and equipment, such as fire substations, civil defense facilities, and the like.
4. Garage apartments.
5. General sales offices such as real estate sales and similar uses.



Pre-1986 Code

§ VII

KEY WEST CODE

[l] *Minimum building setbacks.*

1. Front: 25 feet or average depth of existing front yards on developed lots within 100 feet each side, but not less than 20 feet.
2. Side interior lot: 6 feet or ten per cent of width of lot up to 15 feet, whichever is greater.
3. Side corner lot: 6 feet or 10 per cent of lot width, whichever is greater. 10 feet on street side.
4. Rear: 20 feet; 15 feet when abutting an alley.
5. Rear corner lot: Same as side interior lot.

[m] *Off-street parking and loading requirements. As specified in Section IX.*

[n] *Sign limitations. Same as for R-1A.*

[3] **R-1A Single-Family Residential District.**

[a] *Intent.* The provisions of this district are intended to apply to an area of low-density single-family residential development. Large lot sizes and other restrictions are intended to promote and protect highest quality residential development.

[b] *Principal uses and structures.*

1. Single-family dwellings.
2. Public and semipublic parks, playgrounds, playfields, and recreation facilities.
3. Boat piers or slips for the docking of privately owned and used watercraft of any sort.

[c] *Accessory uses and structures.*

1. Noncommercial piers, bathhouses, and loading places intended solely for the use of the adjoining residences.
2. Noncommercial nurseries and greenhouses.
3. Customary accessory uses of a residential nature, clearly incidental and subordinate to the principal use, garages, car-

ports, and the like, in keeping with the residential character of the district.

[d] *Special exceptions permissible by board of adjustment.*

1. Public utility uses and rights-of-way essential to serve the neighborhood in which it is located.
2. Public schools and private schools with conventional curriculums; public libraries.
3. Churches and other places of worship; parish houses.
4. Golf course and club, tennis and racket club and similar activities in keeping with the residential character of the district.
5. Public safety structures and equipment, such as fire substations, civil defense facilities and the like.
6. Planned development on a minimum sized parcel of 4 acres for which variances of lot and building regulations are planned, subject to the provisions set forth in the Schedule of Special Exceptions Permissible by Board of Adjustment for Planned Development.
7. Professional offices.

[e] *Prohibited uses and structures.*

1. All uses not specifically or provisionally permitted herein; any use not in keeping with the single-family residential character of the district, including two-family and multiple-family dwellings, townhouses, and mobile home parks.
2. Home occupations as an accessory use.

[f] *Minimum lot area.*

1. Single-family: 8,000 square feet.
2. Churches and similar uses: ½ acre.

[g] *Minimum average lot width.*

1. Single-family: 70 feet.
2. Churches and similar uses: 100 feet.

Pre-1986 Code

APPENDIX A—ZONING

§ VII

3. Temporary real estate signs advertising the sale, rental or lease of only the premises upon which they are located, provided that:

- a. No sign shall exceed 8 square feet in area for each  $\frac{1}{4}$  acre in the lot or tract; and
- b. No one sign shall exceed 32 square feet in area.

All signs shall be set back at least 12 feet distant from all property and right-of-way lines. (Ord. No. 83-48, § 1, 12-5-83)

**[4] R-1B Single-Family Residential District.**

[a] *Intent.* The provisions of this district are intended to apply to an area of medium-density single-family residential development. Small lot sizes and other restrictions are intended to promote and protect intensive single-family residential development and still maintain an adequate amount of open space for such development.

[b] *Principal uses and structures.* Same as for R-1A.

[c] *Accessory uses and structures.* Same as for R-1A, and in addition:

- 1. Home occupations subject to the provisions of Section X.

[d] *Special exceptions permissible by board of adjustment.* Same as for R-1A.

[e] *Prohibited uses and structures.* Same as for R-1A, except home occupations are permitted as an accessory use.

[f] *Minimum lot area.* 6,000 square feet.

[g] *Minimum average lot width.* 50 feet.

[h] *Minimum average lot depth.* 100 feet.

[i] *Maximum lot coverage.* 40 per cent.

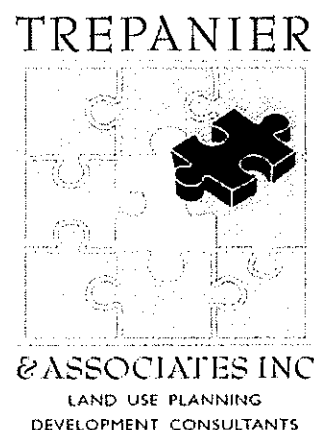
[j] *Minimum building setbacks.*

- a. Front: 20 feet.
- b. Side interior lot: 5 feet or 10 per cent of width of lot up to 15 feet, whichever is greater.

April 13, 2018

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

**RE: Lawful Unit Determination**  
**528 Grinnell Street, Up & 528 Grinnell Street, Down**  
**RE# 00007620-000000**



Dear Mr. Wright:

Attached is an Application for Lawful Unit Determination ("LUD") for the above property pursuant to Sec. 108-991.

The historic two-story frame vernacular home was divided into two separate residential units by the early 1970's. Two units are recognized by the City of Key West. We seek to clarify that the units were used transiently on April 1, 2010.

#### Recognized vs. Actual Units

| City of KW<br>2017 |                        | Property Appraiser<br>2010 <sup>1</sup> | Tax Collector<br>2003-2008 | Actual Units<br>April 1, 2010 |
|--------------------|------------------------|---|----------------------------|-------------------------------|
| Utilities          | Licensing <sup>2</sup> | 2 units                                 | 2 Rental Units             | 2 Transient Units             |
| 2 units            | 1 non-transient rental |   |                            |                               |

#### Units in Existence on or about April 1, 2010

This property was used transiently on or about April 1, 2010. Applicable evidence and its compliance with code Sec. 108-991 is depicted in the table below.

#### Evidence:

| Unit  | Date                | No. of<br>units | Type       | Document/ Evidence   | Compliance       | Exhibit |
|---|---------------------|-----------------|------------|----------------------|------------------|---------|
| 528 Grinnell,<br>Up, and<br>528 Grinnell,<br>Down | 1977                | 2               | Res. Apts. | Property Record Card | Sec. 108-991(3)h | A       |
|   | 2009                | NA              | Trans.     | Reservation Report   | Sec. 108-991(3)e | B       |
|   | 2009                | 2               | Res. Apts. | Property Record Card | Sec. 108-991(3)h | C       |
|   | 2010                | 2               | Res. Apts. | Property Record Card | Sec. 108-991(3)h | D       |
| 528 Grinnell,<br>Down                             | 03/10/10 - 03/24/10 | 1               | Trans.     | Rental Lease         | Sec. 108-991(3)e | E       |
|   | 03/30/10 - 04/13/10 | 1               | Trans.     | Rental Lease         | Sec. 108-991(3)g | F       |
|   | 05/15/10 - 05/29/10 | 1               | Trans.     | Rental Lease         | Sec. 108-991(3)e | G       |
|   | 2009-2011           | 1               | Res.       | Keys Energy bill     | Sec. 108-991(3)g | H       |
|   | 2011                | 1               | Trans.     | Air B&B Ad           | Sec. 108-991(3)i | I       |
|   | 2015                | 1               | Trans.     | Code case 15-01      | Sec. 108-991(3)i | J       |

<sup>1</sup> Exhibit D

<sup>2</sup> City Licensing Department, one non-transient rental unit from 1995-2005

1421 First Street, Key West, FL • 33040

Phone: 305-293-8983 • Fax: 305-293-8748 • Email: Lori@owentrepanier.com

| Unit                | Date                | No. of units | Type   | Document/ Evidence | Compliance       | Exhibit |
|---------------------|---------------------|--------------|--------|--------------------|------------------|---------|
| 528 Grinnell,<br>Up | 02/01/10 - 02/10/10 | 1            | Trans. | Rental Lease       | Sec. 108-991(3)e | K       |
|                     | 03/01/10 - 03/14/10 | 1            | Trans. | Rental Lease       | Sec. 108-991(3)e | L       |
|                     | 03/31/10 - 04/14/10 | 1            | Trans. | Rental Lease       | Sec. 108-991(3)e | M       |
|                     | 04/16/10 - 04/28/10 | 1            | Trans. | Rental Lease       | Sec. 108-991(3)e | N       |
|                     | 05/01/10 - 05/18/10 | 1            | Trans. | Rental Lease       | Sec. 108-991(3)e | O       |
|                     | 2009 - 2011         | 1            | Res.   | Keys Energy bill   | Sec. 108-991(3)g | P       |
|                     | 2011                | 1            | Trans. | Air B&B Ad         | Sec. 108-991(3)i | Q       |

### Legal Permissibility Under Current or Any Former Zoning Requirements

Under the property's former zoning, R-1 and later HP-1, residential rentals of single family homes, of any length of time, were not regulated by the city<sup>3</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>3</sup> Sec. 122-1371. – Transient living accommodations in residential dwellings; regulations.

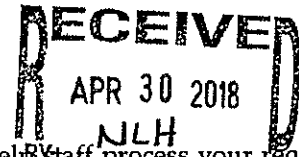


# Application For Lawful Unit Determination

City of Key West, Florida • Planning Department

1300 White Street • Key West, Florida 33040-4602 • 305-809-3764 • [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

Application Fee: \$1,000.00  
Ordinance 17-02, Effective May 3, 2017



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: 528 Grinnell Street

Real Estate (RE) #: 00007620-000000

Alternate Key: 1007897

Zoning District: HHDR

Total Land Area (sq ft): 1,247

Property located within the Historic District?

☒ Yes ☐ No

## APPLICANT:

☐ Owner

☒ Authorized Representative

Name: Trepanier & Associates, Inc.

Mailing Address: 1421 1st Street #101

City: Key West

State: FL

Zip: 33040

Home/Mobile Phone: N/A

Office: 305-293-8983

Fax: 305-293-8748

Email: lori@owentrepanier.com

## PROPERTY OWNER: (if different than above)

Name: Lucy Mayer

Mailing Address: 528 Grinnell St.

City: Key West

State: FL

Zip: 33040

Home/Mobile Phone: N/A

Office: c/o 305-293-8983

Fax: c/o 305-293-8748

Email: c/o lori@owentrepanier.com

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;
- ☐ Site visits which indication 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;
- ☒ Documentation for the Monroe County Property Appraiser's Office for the time on or about April 1, 2010 (Green Card); 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**

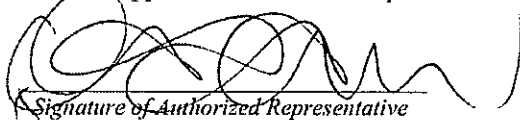
*(Where Authorized Representative is an Individual)*

I, Owen Trepanier, 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:

528 Grinnell Street

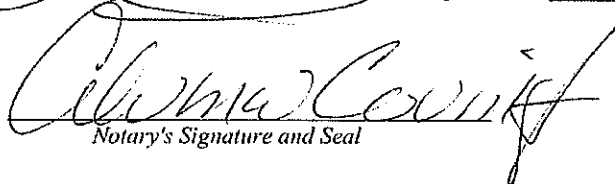
*Street address of subject property*

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 3rd March 2018 by  
Owen Trepanier *date*  
*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*



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

FF 913801  
*Commission Number, if any*

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, Mark W Mayer & Lucy Mayer 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.

[Signature] [Signature]  
*Signature of Owner* *Signature of Joint Co-owner if applicable*

Subscribed and sworn to (or affirmed) before me on this 21st NOV 2017  
*Date*

by Mark W Mayer & Lucy Mayer  
*Name of Owner*

He/She is personally known to me or has presented FL DR as identification.

[Signature]  
*Notary's Signature and Seal*

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



Alvina Covington  
COMMISSION #FF813801  
EXPIRES: August 27, 2019  
WWW.AARONNOTARY.COM

FF913801  
*Commission Number, if any*

Prepared By: Monica Hornyak  
Chicago Title of the Florida Keys.  
801 Eisenhower Drive  
Key West, FL 33040  
410480274

MONROE COUNTY  
OFFICIAL RECORDS

FILE #1456438  
BK#2024 PG#1005

### WARRANTY DEED

This Indenture, Made this 30<sup>th</sup> day of June, 2004, Between

PAMELA BRANDT and CLAY DOHERTY, a married couple, grantor

to

RCD Jul 13 2004 12:41PM  
DANNY L KOLHAGE, CLERK

MARK W. MAYER and LUCY MAYER, husband and wife, grantee,  
address is: 3540 North Bayhomes Dr., Coconut Grove,  
FL 33133

Witnesseth, that the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Monroe, State of Florida to wit:

DEED DOC STAMPS, 5383.00  
07/13/2004 h DEP CLK

#### EXHIBIT A

On the Island of Key West and being part of Lot 1 in Square 46; COMMENCING at a point on Grinnell Street 90 feet distant from the corner of Southard and Grinnell Streets and running thence in a Northwesterly direction along Grinnell Street 23 feet; thence at right angles in a Southwesterly direction 50 feet; thence at right angles in a Southeasterly direction 23 feet; thence at right angles in a Northeasterly direction 50 feet to the place of beginning.

#### ALSO

#### EXHIBIT B

A parcel of land on the Island of Key West, Monroe County, Florida, and known as a part of Lot 1, Square 46, according to William A. Whitehead's Map of said Island, delineated in February A. D. 1829, said parcel being more particularly described by metes and bounds as follows:

COMMENCE at the intersection of the NW'ly right of way line of Southard Street with the SW'ly right of way line of Grinnell Street and run thence NW'ly along the SW'ly right of way line of the said Grinnell Street for a distance of 90.00 feet; thence SW'ly and at right angles for a distance of 50.00 feet to the Point of Beginning; thence NW'ly and at right angles for a distance of 23.00 feet; thence SW'ly and at right angles for a distance of 4.2 feet; thence SE'ly and at right angles for a distance of 23.00 feet; thence NE'ly and at right angles for a distance of 4.24 feet back to the Point of Beginning.

R.E.# 00007620-000000

And the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

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

Signed, sealed and delivered in our presence.

Pamela Brandt by Clay Doherty Atty in fact  
PAMELA BRANDT

Clay Doherty  
CLAY DOHERTY

Address:

Prepared By: Monica Hornyak  
Chicago Title of the Florida Keys.  
801 Eisenhower Drive,  
Key West, FL 33040

FILE #1456438  
BK#2024 PG#1006

Warranty Deed Page No. 2

Monica Hornyak  
Witness

Monica Hornyak  
Printed Name of Witness

Teri Dale  
Witness

Teri Dale  
Printed Name of Witness

STATE OF FL  
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 31 day of June, 2004, by  
PAMELA BRANDT by CLAY DOHERTY her attorney in fact and CLAY DOHERTY  
who is personally known to me or who has produced GA Drivers License  
as identification and who did/did not take an oath.

Monica Hornyak  
Notary Public



MONROE COUNTY  
OFFICIAL RECORDS

# REAL PROPERTY RECORD CARD

528 Grinnell Street  
Key West, Florida 33040

**KW  
PT LOT 1**

067-264

OR 419-577-578

**BOX 16**

OR652-696 OR652-697-698

10-2

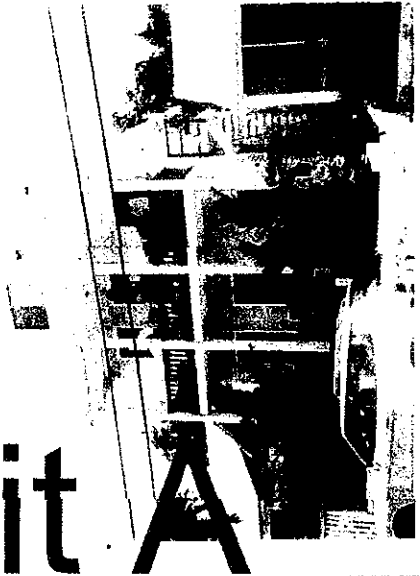
OR748-436

[illegible]

| VALUATION TOTALS |                               |
|------------------|-------------------------------|
| 1966             | LAND<br>IMPROVEMENTS<br>TOTAL |
| 1974             | LAND<br>IMPROVEMENTS<br>TOTAL |
| 1977             | LAND<br>IMPROVEMENTS<br>TOTAL |
| 1980             | LAND<br>IMPROVEMENTS<br>TOTAL |
| 1983             | LAND<br>IMPROVEMENTS<br>TOTAL |
| 1986             | LAND<br>IMPROVEMENTS<br>TOTAL |

68/11000  
1974-Condition Due to  
Fire Damage, 8000-6000  
76/11000 1965-1966

11-3-77 08748-486-900  
550,000



[illegible]

# MONROE COUNTY PROPERTY APPRAISAL CARD

**BLDG. APPRAISAL**  
 Total Unit \_\_\_\_\_  
 Unit Sq. Ft. Cost \_\_\_\_\_  
 Adj. Sq. Ft. Cost \_\_\_\_\_  
 Total No. Sq. Ft. \_\_\_\_\_  
 Total Cost \_\_\_\_\_  
 Porch, Etc. \_\_\_\_\_  
 Utility, Etc. \_\_\_\_\_  
 Extra Features \_\_\_\_\_  
 Bldg. Value \_\_\_\_\_  
 Depreciation \_\_\_\_\_  
 Appraised Bldg. Value \_\_\_\_\_

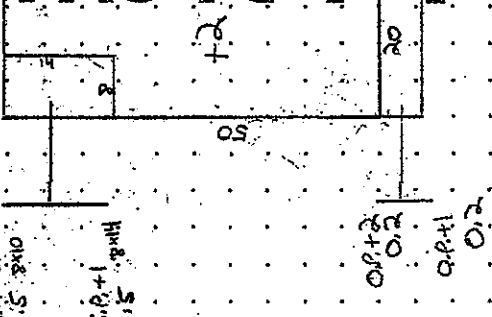
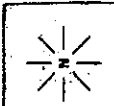
**BUILDING DATA**  
 % Complete \_\_\_\_\_  
 Jan. 1, 19 \_\_\_\_\_  
 % Complete Now \_\_\_\_\_  
 % Bldg. Value \_\_\_\_\_  
 For 19 \_\_\_\_\_

**PROPERTY DATA**  
 Year Assessed \_\_\_\_\_  
 Permit No. \_\_\_\_\_  
 Type of Prop. \_\_\_\_\_  
 By \_\_\_\_\_  
 Date Appraised \_\_\_\_\_

| TYPE            | A | B | ROOF TYPE        | A | B | FLOORS           | A    | B | CLASSIFICATION | A | B |
|-----------------|---|---|------------------|---|---|------------------|------|---|----------------|---|---|
| RES. 1 STORY    |   |   | FLAT             |   |   | WOOD JOIST       |      |   | EXCELLENT      |   |   |
| RES. 2 STORY    |   |   | HIP              |   |   | CONCRETE JOIST   |      |   | BETTER         |   |   |
| COUPLEX         |   |   | GABLE            |   |   | SUB FLOOR        |      |   | GOOD           |   |   |
| MOTEL           |   |   | TRUSS (WD, STL)  |   |   | SOFT WOOD        |      |   | FAIR           |   |   |
| WAREHOUSE       |   |   | ROOF MATERIAL    | A | B | HARD WOOD        |      |   | POOR           |   |   |
| STORE           |   |   | ASBESTOS SHINGLE |   |   | CONCRETE         |      |   |                |   |   |
| OFFICE          |   |   | SLATE SHINGLE    |   |   | TERRAZZO         |      |   |                |   |   |
| GAS STATION     |   |   | WOOD SHINGLE     |   |   | SP TILE - MARBLE |      |   |                |   |   |
| GARAGE          |   |   | METAL SHINGLE    |   |   | COMPOSITION      |      |   |                |   |   |
| CARAGE APT      |   |   | CEMENT TILE      |   |   | W/W CARPETING    |      |   |                |   |   |
| STORE APT       |   |   | BARREL TILE      |   |   | PLYWOOD          |      |   |                |   |   |
| FACTORY         |   |   | TAR & GRAVEL     |   |   | GOOD, PLAIN      |      |   |                |   |   |
| FOUNDATION      | A | B | CONCRETE         |   |   | PLAIN            |      |   |                |   |   |
| CONC. FTG.      |   |   | SHIT. METAL      |   |   | DOOR             |      |   |                |   |   |
| CONCRETE BLK.   |   |   | WINDOWS/DOORS    | A | B | NO. BATHS        |      |   |                |   |   |
| PIERS           |   |   | WOOD SASH        |   |   | TUB & SHOWER     |      |   |                |   |   |
| PILE & GR. BM.  |   |   | AWNINGS          |   |   | SHOWER           |      |   |                |   |   |
| EXTERIOR        | A | B | WOOD GLASS       |   |   | SEPTIC SYSTEM    |      |   |                |   |   |
| C.B. PLAIN      |   |   | JALOUSY METAL    |   |   | BREWER           |      |   |                |   |   |
| C.B. STUCCO     |   |   | CASEMENT         |   |   |                  |      |   |                |   |   |
| BRICK           |   |   | PLATE GLASS      |   |   | KITCHEN CAB.     | A    | B |                |   |   |
| REINF. CONC.    |   |   | SL GLASS DOORS   |   |   | WALL             | L.F. |   |                |   |   |
| FRAME           |   |   | INTERIOR         | A | B | BASE             | L.F. |   |                |   |   |
| BOARD & BATTEN  |   |   | UNFINISHED       |   |   | FORMICA          |      |   |                |   |   |
| ASBESTOS SIDING |   |   | WOOD             |   |   | PLYWOOD          |      |   |                |   |   |
| PLYWOOD SIDING  |   |   | RUBBED BLK       |   |   | METAL            |      |   |                |   |   |
| CONR. METAL     |   |   | PLASTERED BLK    |   |   | BUILT-IN KIT     |      |   |                |   |   |
| WALL            |   |   | PLASTER, FURRED  |   |   | 1 BATH           |      |   |                |   |   |
| INSULATION      | A | B | WALLBOARD        |   |   | ELECTRIC         | A    | B |                |   |   |
| ROOF            |   |   | DRYWALL          |   |   | GOOD             |      |   |                |   |   |
| WALLS           |   |   | WOOD CEILING     |   |   | AVERAGE          |      |   |                |   |   |
| HONE            |   |   | ACQUSTIC         |   |   | POOR             |      |   |                |   |   |
|                 |   |   | PLYWOOD          |   |   | NONE             |      |   |                |   |   |
|                 |   |   | PANELLING 1/2"   |   |   | PATIO            |      |   |                |   |   |
|                 |   |   | UPPER BOARD      |   |   | SEAWALL          |      |   |                |   |   |
|                 |   |   |                  |   |   | DOCK             |      |   |                |   |   |
|                 |   |   |                  |   |   | FENCE            |      |   |                |   |   |
| GENERAL         |   |   |                  |   |   |                  |      |   |                |   |   |
| ROOM COUNT      |   |   |                  |   |   |                  |      |   |                |   |   |
| LIVING ROOM     |   |   |                  |   |   | HEIGHT IN FEET   |      |   |                |   |   |
| DINING ROOM     |   |   |                  |   |   | APARTMENTS       |      |   |                |   |   |
| KITCHEN         |   |   |                  |   |   | OFFICES          |      |   |                |   |   |
| BEDROOM         |   |   |                  |   |   | MOTEL ROOMS      |      |   |                |   |   |
| BATH            |   |   |                  |   |   | STORES           |      |   |                |   |   |
| TOTAL           |   |   |                  |   |   |                  |      |   |                |   |   |
| FLOORS          |   |   |                  |   |   |                  |      |   |                |   |   |
| DATE BUILT      |   |   |                  |   |   |                  |      |   |                |   |   |

RE-762  
 TWO APARTMENTS  
 77 ROLLS  
 PLANS  
 A-1418  
 CITY HALL  
 RESTRUCTION  
 FIRE DRINKED

# Exhibit A



# Monroe County Property Record Card (185)

Alternate Key: 1007897 Roll Year 2009  
 Effective Date: 10/26/2009 11:59:59 PM Run: 05/16/2017 10:11 AM

MAYER, MARK W AND LUCY  
 3540 NORTH BAYHOMES DR  
 COCONUT GROVE FL 33133

Parcel 00007620-000000-06-68-25 Nbhd 6051  
 Alt Key 1007897 Mill Group 10KW  
 Affordable Housing No PC 0800  
 FEMA Injunction  
 Inspect Date Sep 29, 2004 Next Review  
 Business Name  
 Physical Addr 528 GRINNELL ST, KEY WEST

| Associated Names       |  | DBA | Role  | % Own      |
|------------------------|--|-----|-------|------------|
| Name                   |  |     |       |            |
| MAYER, MARK W AND LUCY |  |     | Owner | 100.000000 |

## Legal Description

KW PT LOT 1 SQR 46 G67-264 OR419-577/578 OR652-696 OR652-697/98 OR748-436/437 OR851-2013 OR887-709 OR938-1314 OR1156-2281 OR1875-1440/42Q/C OR1875-1443/45 OR2024-1005/06(LG)

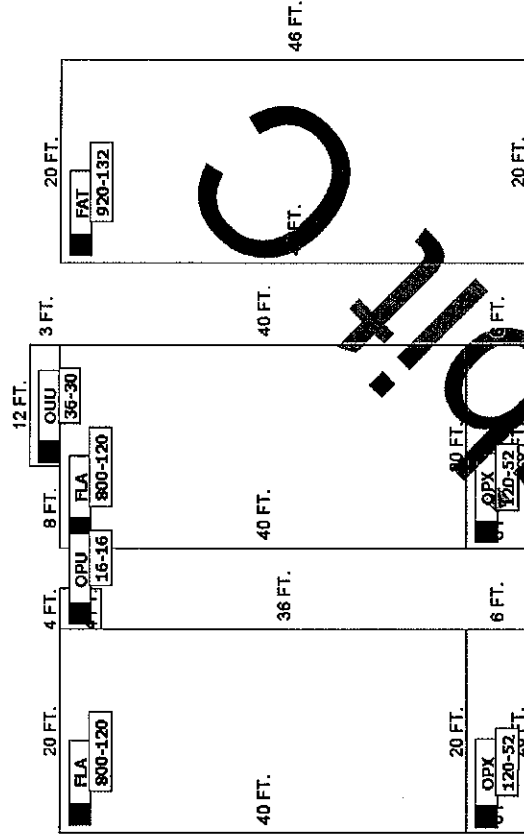
| Land Data 1.1    |      | Front | Depth | Notes | # Units  | Type | SOH % | Rate  | Depth | Loc  | Shp  | Phys | Class | ROGO | Class Value | Just Value |
|------------------|------|-------|-------|-------|----------|------|-------|-------|-------|------|------|------|-------|------|-------------|------------|
| Line ID          | Use  |       |       |       |          |      |       |       |       |      |      |      |       |      |             |            |
| 858              | 010D | 23    | 54    | No    | 1,247.06 | SF   | 0.00  | 65.00 | 1.00  | 1.00 | 1.00 | 1.55 |       | N    | 0           | 164,523    |
| Total Just Value |      |       |       |       |          |      |       |       |       |      |      |      |       |      |             | 164,523    |



# Monroe County Property Record Card (185)

Alternate Key: 1007897 Roll Year 2009  
Effective Date: 10/26/2009 11:59:59 PM Run: 05/16/2017 10:11 AM

Building Sketch 526



## Building Characteristics

|   |              |               |            |                |            |                |                  |      |
|---|--------------|---------------|------------|----------------|------------|----------------|------------------|------|
| Building Nbr  | 1            | Building Type | R2         | Perimeter      | 240        | Functional Obs | 0.00             |      |
| Effective Age   | 9            | Condition     | A          | Depreciation % | 0.09       | Economic Obs   | 0.00             |      |
| Grnd Floor Area   | 1,600        | Quality Grade | 550        | Year Built     | 1963       | Special Arch   | 0                |      |
| Inclusions: R2 includes 2 3-fixture baths and 2 kitchens. |              |               |            |                |            |                |                  |      |
| Roof Type 2   | Roof Cover 2 | Heat 1        | 1          | Heat 2         | 0          | Heat Src 1     | 4                |      |
| Heat Src 2  | 0            | Foundation 2  | 2          | Bedrooms       | 4          | Foundation 2   | 2                |      |
| Extra Features:   | 2 Fix Bath   | 0             | 4 Fix Bath | 0              | 6 Fix Bath | 0              | Security         | 0    |
|   | 3 Fix Bath   | 0             | 5 Fix Bath | 0              | 7 Fix Bath | 0              | Fireplaces       | 0    |
|   |              |               |            |                |            |                | Fireplaces       | 0    |
|   |              |               |            |                |            |                | Compactor        | 0    |
|   |              |               |            |                |            |                | Garbage Disposal | 0    |
|   |              |               |            |                |            |                | Bedrooms         | 4    |
|   |              |               |            |                |            |                | Foundation       | 2    |
|   |              |               |            |                |            |                | Finished Bsmt %  | 0.00 |

## Sections

| Type | Number | Exterior Wall Type    | # Stories | Year Built | Attic | A/C | Basement % | Area | Sketch ID | SOH % |
|------|--------|-----------------------|-----------|------------|-------|-----|------------|------|-----------|-------|
| FLA  | 1      | 12:ABOVE AVERAGE WOOD | 1         | 1992       | N     | N   | 0.00       | 800  | 000       | 0.00  |
| OPX  | 2      | 0:                    | 1         | 1992       | N     | N   | 0.00       | 120  | 001       | 0.00  |
| FLA  | 3      | 12:ABOVE AVERAGE WOOD | 1         | 1992       | N     | N   | 0.00       | 800  | 002       | 0.00  |
| OPX  | 4      | 0:                    | 1         | 1992       | N     | N   | 0.00       | 120  | 003       | 0.00  |

Roll Year 2009

Effective Date: 10/26/2009 11:59:59 PM Run: 05/16/2017 10:11 AM

|     | 5 | 0:                    | 1 | 1992 | 0.00 | 0.00 | 36  | 0.00 |
|-----|---|-----------------------|---|------|------|------|-----|------|
| QUU |   |                       |   |      |      |      |     |      |
| FAT | 6 | 12:ABOVE AVERAGE WOOD | 1 | 1992 | N    | 0.00 | 920 | 0.00 |
| OPU | 7 | 0:                    | 1 | 1992 |      | 0.00 | 16  | 0.00 |

## Miscellaneous Improvements

[illegible]

## Appraiser Notes

2003-11-26-CORRECTED FLA & FAT DRAWING 3' LONGER. WMC 2002 - OWNER LIVES UPSTAIRS GIVEN 50 PERCENT ON AMEND 10

| Building Permits |         |                    |                     |             |
|------------------|---------|--------------------|---------------------|-------------|
| Bldg             | Number  | Date Issued        | Date Completed      | Notes       |
|                  | 9700662 | Mar 1 1997 12:00AM | Jul 1 1997 12:00AM  | REMODELING  |
|                  | 03-3499 | Oct 1 2003 12:00AM | Nov 26 2003 12:00AM | ROOF REPAIR |

|            |                |
|------------|----------------|
| Just Value |                |
| Bldg ID    | Building Value |
| 526        | 255,865        |
|            |                |
| Land       | 184,523        |
| Bldg       | 255,865        |
| Misc       | 613            |
| Just       | 421,001        |

|              |                      |                  |
|--------------|----------------------|------------------|
| Value        | Market Oriented Cost | Special Use Code |
| Value Method |                      |                  |

# Monroe County Property Record Card (185)

Alternate Key: 1007897 Roll Year 2009  
Effective Date: 10/26/2009 11:59:59 PM Run: 05/16/2017 10:11 AM

## Value History

| Tax Year | Val Meth | Just Land | Class Land | Building | Misc | Just    | Assessed Value | Exempt | Sr Ex | Tax Value |
|----------|----------|-----------|------------|----------|------|---------|----------------|--------|-------|-----------|
| 2009F    | C        | 164,523   | 0          | 255,865  | 613  | 421,001 | 399,339        | 0      | N     | 421,001   |
| 2008F    | C        | 124,706   | 0          | 237,717  | 613  | 363,036 | 363,036        | 0      | N     | 363,036   |
| 2007F    | C        | 205,765   | 0          | 312,355  | 598  | 518,718 | 518,718        | 0      | N     | 518,718   |
| 2006F    | O        | 118,471   | 0          | 626,195  | 598  | 682,645 | 682,645        | 0      | N     | 682,645   |
| 2005F    | C        | 93,530    | 0          | 577,139  | 598  | 671,267 | 671,267        | 0      | N     | 671,267   |
| 2004F    | C        | 87,294    | 0          | 401,871  | 598  | 489,763 | 489,763        | 0      | N     | 489,763   |
| 2003F    | C        | 43,647    | 0          | 267,623  | 125  | 311,395 | 297,673        | 25,000 |       | 272,673   |
| 2002F    | C        | 40,250    | 0          | 236,921  | 125  | 277,296 | 277,296        | 25,000 |       | 252,296   |
| 2001F    | C        | 40,250    | 0          | 187,702  | 125  | 228,077 | 228,077        | 0      |       | 228,077   |
| 2000F    | C        | 21,850    | 0          | 183,621  | 175  | 205,645 | 205,645        | 0      |       | 205,645   |
| 1999F    | C        | 21,850    | 0          | 174,839  | 166  | 196,855 | 196,855        | 0      |       | 196,855   |
| 1998F    | C        | 21,850    | 0          | 153,544  | 141  | 175,535 | 175,535        | 0      |       | 175,535   |
| 1997F    | C        | 19,550    | 0          | 141,095  | 129  | 160,774 | 160,774        | 0      |       | 160,774   |
| 1996F    | C        | 19,550    | 0          | 106,711  | 103  | 126,363 | 126,363        | 0      |       | 126,363   |
| 1995F    | C        | 19,550    | 0          | 102,759  | 0    | 122,309 | 122,309        | 0      |       | 122,309   |
| 1994F    | C        | 19,550    | 0          | 86,950   | 0    | 106,500 | 106,500        | 0      |       | 106,500   |
| 1993F    | C        | 19,550    | 0          | 86,950   | 0    | 106,500 | 106,500        | 0      |       | 106,500   |
| 1992F    | C        | 19,550    | 0          | 113,891  | 0    | 133,441 | 133,441        | 0      |       | 133,441   |
| 1991F    | C        | 19,550    | 0          | 124,912  | 0    | 144,462 | 144,462        | 25,000 |       | 119,462   |
| 1990F    | I        | 18,688    | 0          | 125,312  | 0    | 144,000 | 144,000        | 25,000 |       | 119,000   |
| 1989F    | I        | 18,400    | 0          | 125,600  | 0    | 144,000 | 144,000        | 25,000 |       | 119,000   |
| 1988F    | C        | 14,950    | 0          | 71,304   | 0    | 86,254  | 86,254         | 25,000 |       | 61,254    |
| 1987F    | C        | 8,586     | 0          | 67,770   | 0    | 76,356  | 76,356         | 25,000 |       | 51,356    |
| 1986F    | C        | 8,273     | 0          | 68,081   | 0    | 76,354  | 76,354         | 25,000 |       | 51,354    |
| 1985F    | C        | 4,681     | 0          | 66,332   | 0    | 71,013  | 71,013         | 0      |       | 71,013    |
| 1984F    | C        | 4,681     | 0          | 62,313   | 0    | 66,994  | 66,994         | 0      |       | 66,994    |
| 1983F    | C        | 4,681     | 0          | 53,259   | 0    | 57,940  | 57,940         | 0      |       | 57,940    |
| 1982F    | C        | 4,681     | 0          | 54,127   | 0    | 58,808  | 58,808         | 5,000  |       | 53,808    |

# Monroe County Property Record Card (185)

Alternate Key: 1007897 Roll Year 2009  
Effective Date: 10/26/2009 11:59:59 PM Run: 05/16/2017 10:11 AM

## Sales History

| Book | Page | Sale Date | Instrument      | Transfer Code | Q/U | Vacant | Sale Price |
|------|------|-----------|-----------------|---------------|-----|--------|------------|
| 748  | 436  | 11/1/1977 | Conversion Code | 0             | Q   | I      | 55,800     |
| 851  | 2013 | 4/1/1982  | Warranty Deed   | 0             | Q   | I      | 63,000     |
| 887  | 709  | 7/1/1983  | Warranty Deed   | 0             | Q   | I      | 82,500     |
| 938  | 1314 | 4/1/1985  | Warranty Deed   | 0             | Q   | I      | 96,000     |
| 1156 | 2281 | 1/1/1991  | Warranty Deed   | 0             | U   | I      | 120,000    |
| 1875 | 1443 | 3/21/2003 | Warranty Deed   | 0             | Q   | I      | 585,000    |
| 2024 | 1005 | 6/30/2004 | Warranty Deed   | 0             | Q   | I      | 769,000    |

|                     |         |                  |     |               |         |                  |   |                 |         |
|---------------------|---------|------------------|-----|---------------|---------|------------------|---|-----------------|---------|
| <b>Total Values</b> |         |                  |     |               |         |                  | (Classified Value + Non-Ag Land Just Value) |                 |         |
| Bldg Value          | 255,865 | Misc Value       | 613 | Land Value    | 164,523 | Glassified Value | 164,523                                     | New Const Value | 0       |
| Total Just Value    | 421,001 | Total Expt Value | 0   | Taxable Value | 421,001 | Prev Tax Value   | 363,036                                     | Previous Just   | 363,036 |

# Monroe County Property Record Card (185)

Alternate Key: 1007897 Roll Year 2010  
 Effective Date: 10/21/2010 11:59:59 PM Run: 05/04/2017 08:53 AM

MAYER, MARK W AND LUCY  
 3540 NORTH BAYHOMES DR  
 COCONUT GROVE FL 33133

Parcel 00007620-0000000-06-88-25 Nbhd 6051  
 Alt Key 1007897 Mill Group 10KW  
 Affordable Housing No PC 0800  
 FEIMA Injunction  
 Inspect Date Sep 29, 2004 Next Review  
 Business Name  
 Physical Addr 528 GRINNELL ST, KEY WEST

| Associated Names       |            |
|------------------------|------------|
| Name                   | DBA        |
| MAYER, MARK W AND LUCY |            |
| Role                   | % Own      |
| Owner                  | 100.000000 |

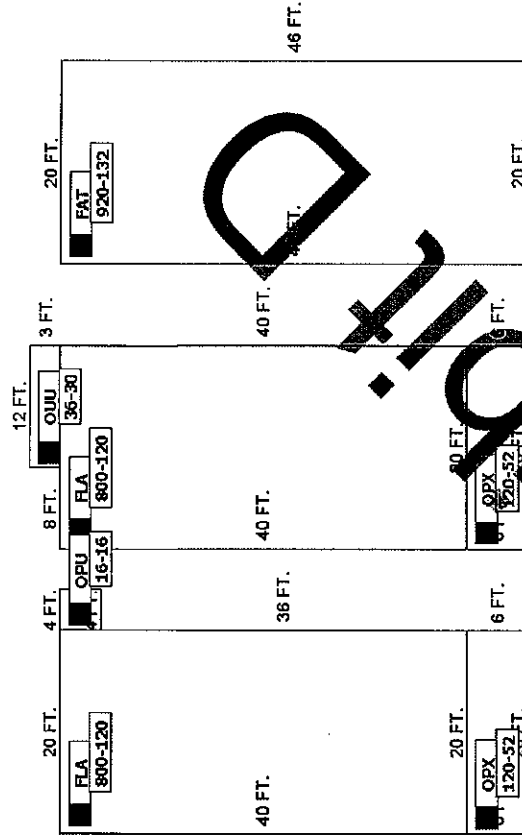
**Legal Description**  
 KW PT LOT 1 SQR 46 G67-264 OR419-577/578 OR652-696 OR748-436/437 OR851-2013 OR887-709 OR838-1314 OR1156-2281 OR1875-1440/42Q/C OR1875-1443/45  
 OR2024-1005/06(LG)

| Land Data 1. |      |       |       |       |          |      |       |       |                  |
|--------------|------|-------|-------|-------|----------|------|-------|-------|------------------|
| Line ID      | Use  | Front | Depth | Notes | # Units  | Type | SOH % | Rate  | Depth            |
| 858          | 010D | 23    | 54    | No    | 1,247.06 | SF   | 0.00  | 62.00 | 1.00             |
|              |      |       |       |       |          |      |       |       | 1.33             |
|              |      |       |       |       |          |      |       |       | 1.00             |
|              |      |       |       |       |          |      |       |       | 1.00             |
|              |      |       |       |       |          |      |       |       | 1.33             |
|              |      |       |       |       |          |      |       |       | N                |
|              |      |       |       |       |          |      |       |       | 0                |
|              |      |       |       |       |          |      |       |       | 53,127           |
|              |      |       |       |       |          |      |       |       | 53,127           |
|              |      |       |       |       |          |      |       |       | Total Just Value |
|              |      |       |       |       |          |      |       |       | 53,127           |

# Monroe County Property Record Card (185)

Alternate Key: 1007897 Roll Year 2010  
Effective Date: 10/21/2010 11:59:59 PM Run: 05/04/2017 08:53 AM

Building Sketch 526



## Building Characteristics

|                 |       |               |     |                |      |                |      |
|-----------------|-------|---------------|-----|----------------|------|----------------|------|
| Building Nbr    | 1     | Building Type | R2  | Perimeter      | 240  | Functional Obs | 0.00 |
| Effective Age   | 10    | Condition     | A   | Depreciation % | 0.11 | Economic Obs   | 0.00 |
| Grnd Floor Area | 1,600 | Quality Grade | 550 | Year Built     | 1963 | Special Arch   | 0    |

Inclusions: R2 includes 2 3-fixture baths and 2 kitchens.

|                 |            |            |            |        |            |        |            |            |          |            |            |            |                  |          |   |
|-----------------|------------|------------|------------|--------|------------|--------|------------|------------|----------|------------|------------|------------|------------------|----------|---|
| Roof Type       | 2          | Roof Cover | 2          | Heat 1 | 1          | Heat 2 | 0          | Heat Src 1 | 4        | Heat Src 2 | 0          | Foundation | 2                | Bedrooms | 4 |
| Extra Features: | 2 Fix Bath | 0          | 4 Fix Bath | 0      | 6 Fix Bath | 0      | Extra Fix  | 0          | Vacuum   | 0          | Security   | 0          | Garbage Disposal | 0        |   |
|                 | 3 Fix Bath | 0          | 5 Fix Bath | 0      | 7 Fix Bath | 0      | Dishwasher | 0          | Intercom | 0          | Fireplaces | 0          | Compactor        | 0        |   |

## Sections

| Type | Number | Exterior Wall Type    | # Stories | Year Built | Attic | A/C | Basement % | Finished Bsmt % | Area | Sketch ID | SOH % |
|------|--------|-----------------------|-----------|------------|-------|-----|------------|-----------------|------|-----------|-------|
| FLA  | 1      | 12:ABOVE AVERAGE WOOD | 1         | 1992       | N     | N   | 0.00       | 0.00            | 800  | 000       | 0.00  |
| OPX  | 2      | 0:                    | 1         | 1992       |       |     | 0.00       | 0.00            | 120  | 001       | 0.00  |
| FLA  | 3      | 12:ABOVE AVERAGE WOOD | 1         | 1992       | N     | N   | 0.00       | 0.00            | 800  | 002       | 0.00  |
| OPX  | 4      | 0:                    | 1         | 1992       |       |     | 0.00       | 0.00            | 120  | 003       | 0.00  |

Roll Year 2010

Effective Date: 10/21/2010 11:59:59 PM Run: 05/04/2017 08:53 AM

| UUU | 5 | 0:                    | 1 | 1992 | 0.00 | 0.00 | 36  | 0.04 | 0.00 |
|-----|---|-----------------------|---|------|------|------|-----|------|------|
| FAT | 6 | 12:ABOVE AVERAGE WOOD | 1 | 1992 | N    | N    | 920 | 0.05 | 0.00 |
| OPU | 7 | 0:                    | 1 | 1992 |      |      | 16  | 0.06 | 0.00 |

### Miscellaneous Improvements

[illegible]**Appraiser Notes**

2003-11-26-CORRECTED FLA & FAT DRAWING 3' LONGER. WMC 2002 - OWNER LIVES UPSTAIRS GIVEN 50 PERCENT ON AMEND 10

## Building Permits

| Bldg | Number  | Date Issued        | Date Completed      | Amount | Description | Notes       |
|------|---------|--------------------|---------------------|--------|-------------|-------------|
|      | 9700662 | Mar 1 1997 12:00AM | Jul 1 1997 12:00AM  | 1,800  |             | REMODELING  |
|      | 03-3499 | Oct 1 2003 12:00AM | Nov 26 2003 12:00AM | 3,460  |             | ROOF REPAIR |

|            |                |
|------------|----------------|
| Just Value |                |
| Bldg ID    | Building Value |
| 526        | 227,720        |
|            |                |
| Land       | 58,127         |
| Bldg       | 227,720        |
| Misc       | 613            |
| Just       | 281,460        |

|              |                      |                  |
|--------------|----------------------|------------------|
| Value        | Market Oriented Cost | Special Use Code |
| Value Method |                      |                  |

# Monroe County Property Record Card (185)

Alternate Key: 1007897 Roll Year 2010  
Effective Date: 10/21/2010 11:59:59 PM Run: 05/04/2017 08:53 AM

## Value History

| Tax Year | Val Meth | Just Land | Class Land | Building | Misc | Just    | Assessed Value | Exempt | Sr Ex | Tax Value |
|----------|----------|-----------|------------|----------|------|---------|----------------|--------|-------|-----------|
| 2010F    | C        | 53,127    | 0          | 227,720  | 613  | 281,460 | 281,460        | 0      | N     | 281,460   |
| 2009F    | C        | 164,523   | 0          | 255,865  | 613  | 421,001 | 399,339        | 0      | N     | 421,001   |
| 2008F    | C        | 124,706   | 0          | 237,717  | 613  | 363,036 | 363,036        | 0      | N     | 363,036   |
| 2007F    | C        | 205,765   | 0          | 312,355  | 598  | 518,718 | 518,718        | 0      | N     | 518,718   |
| 2006F    | O        | 118,471   | 0          | 626,195  | 598  | 682,645 | 682,645        | 0      | N     | 682,645   |
| 2005F    | C        | 93,530    | 0          | 577,139  | 598  | 671,267 | 671,267        | 0      | N     | 671,267   |
| 2004F    | C        | 87,294    | 0          | 401,871  | 598  | 489,763 | 489,763        | 0      | N     | 489,763   |
| 2003F    | C        | 43,647    | 0          | 267,623  | 125  | 310,395 | 297,673        | 25,000 |       | 272,673   |
| 2002F    | C        | 40,250    | 0          | 236,921  | 125  | 277,296 | 277,296        | 25,000 |       | 252,296   |
| 2001F    | C        | 40,250    | 0          | 187,702  | 125  | 228,077 | 228,077        | 0      |       | 228,077   |
| 2000F    | C        | 21,850    | 0          | 183,621  | 175  | 205,645 | 205,645        | 0      |       | 205,645   |
| 1999F    | C        | 21,850    | 0          | 174,839  | 166  | 196,855 | 196,855        | 0      |       | 196,855   |
| 1998F    | C        | 21,850    | 0          | 153,544  | 141  | 175,535 | 175,535        | 0      |       | 175,535   |
| 1997F    | C        | 19,550    | 0          | 141,095  | 129  | 160,774 | 160,774        | 0      |       | 160,774   |
| 1996F    | C        | 19,550    | 0          | 106,711  | 103  | 126,363 | 126,363        | 0      |       | 126,363   |
| 1995F    | C        | 19,550    | 0          | 102,759  | 0    | 122,309 | 122,309        | 0      |       | 122,309   |
| 1994F    | C        | 19,550    | 0          | 86,950   | 0    | 106,500 | 106,500        | 0      |       | 106,500   |
| 1993F    | C        | 19,550    | 0          | 86,950   | 0    | 106,500 | 106,500        | 0      |       | 106,500   |
| 1992F    | C        | 19,550    | 0          | 103,691  | 0    | 133,441 | 133,441        | 0      |       | 133,441   |
| 1991F    | C        | 19,550    | 0          | 124,912  | 0    | 144,462 | 144,462        | 25,000 |       | 119,462   |
| 1990F    | I        | 18,688    | 0          | 125,312  | 0    | 144,000 | 144,000        | 25,000 |       | 119,000   |
| 1989F    | I        | 18,400    | 0          | 125,600  | 0    | 144,000 | 144,000        | 25,000 |       | 119,000   |
| 1988F    | C        | 14,950    | 0          | 71,304   | 0    | 86,254  | 86,254         | 25,000 |       | 61,254    |
| 1987F    | C        | 8,586     | 0          | 67,770   | 0    | 76,356  | 76,356         | 25,000 |       | 51,356    |
| 1986F    | C        | 8,273     | 0          | 68,081   | 0    | 76,354  | 76,354         | 25,000 |       | 51,354    |
| 1985F    | C        | 4,681     | 0          | 66,332   | 0    | 71,013  | 71,013         | 0      |       | 71,013    |
| 1984F    | C        | 4,681     | 0          | 62,313   | 0    | 66,994  | 66,994         | 0      |       | 66,994    |
| 1983F    | C        | 4,681     | 0          | 53,259   | 0    | 57,940  | 57,940         | 0      |       | 57,940    |
| 1982F    | C        | 4,681     | 0          | 54,127   | 0    | 58,808  | 58,808         | 5,000  |       | 53,808    |



# Monroe County Property Record Card (185)

Alternate Key: 1007897 Roll Year 2010  
Effective Date: 10/21/2010 11:59:59 PM Run: 05/04/2017 08:54 AM

## Sales History

| Book | Page | Sale Date | Instrument      | Transfer Code | Q/U | Vacant | Sale Price |
|------|------|-----------|-----------------|---------------|-----|--------|------------|
| 748  | 436  | 11/1/1977 | Conversion Code | 0             | Q   | I      | 55,800     |
| 851  | 2013 | 4/1/1982  | Warranty Deed   | 0             | Q   | I      | 63,000     |
| 887  | 709  | 7/1/1983  | Warranty Deed   | 0             | Q   | I      | 82,500     |
| 938  | 1314 | 4/1/1985  | Warranty Deed   | 0             | Q   | I      | 96,000     |
| 1156 | 2281 | 1/1/1991  | Warranty Deed   | 0             | U   | I      | 120,000    |
| 1875 | 1443 | 3/21/2003 | Warranty Deed   | 0             | Q   | I      | 585,000    |
| 2024 | 1005 | 6/30/2004 | Warranty Deed   | 0             | Q   | I      | 769,000    |

|                     |         |                  |     |               |         |  |         |
|---------------------|---------|------------------|-----|---------------|---------|--|---------|
| <b>Total Values</b> |         |                  |     |               |         |  |         |
| Bldg Value          | 227,720 | Misc Value       | 613 | Land Value    | 53,127  | Classified Value + Non-Ag Land Just Value) | 0       |
| Total Just Value    | 281,460 | Total Expt Value | 0   | Taxable Value | 281,460 | Prev Tax Value                             | 421,001 |
|                     |         |                  |     |               |         | New Const Value                            | 421,001 |

- ☐ Both the Owner and the Vacationer should read the Agreement.
- ☐ After careful review, both the Owner and Vacationer should sign the Agreement.

# Vacation Property Rental Agreement for Key West Apartment

**This Vacation Property Rental Agreement is for the property located at: 528 Grinnell Street, Key West, Florida 33040 Downstairs 1 bedroom / 1 Bathroom Apartment**

Please read this agreement in its entirety. Please sign and initial in the marked areas. Return the signed agreement with a reservation deposit. Please keep a record of this agreement for yourself.

**Rental Rate: \$800.00 /Week Total for 2 weeks \$1600.00**

**Date of Arrival: March 10, 2010. Date of Departure: March 24, 2010**

**Total: \$1,600.00. An additional \$50.00 for cleaning, plus \$200.00 security Deposit.**

## NAME OF GUESTS

**The following vacationers will be staying at the Rental Property**

**Total Number of Guests: (2 Adults)**

ROBERT F. FOLEY Adult  
Adult

**RESERVATION INFORMATION: 50 % of total**

**\$825.00 (Eight Dollars.)**

**Payments made out through PayPal.**

**Owner Name: Lucy Mayer**

**Owner Mailing Address:**

**LUCY MAYER- 3540 North Bayshore Drive, Coconut Grove, Fl. 33133.**

## **CHECK-IN/CHECK -OUT PROCEDURE**

1. **Check-In.** Check-in time is "noon" on the day Vacationer's scheduled reservation begins. No early check-ins without prior consent of Owners.
2. **Check-Out.** Check-out time is "noon" on the day Vacationer's scheduled reservation ends. Any delay in check-out, without prior consent of Owners shall result in Vacationers being charged additional monies.

## **CANCELLATION POLICY**

If you need to cancel for any reason after receipt of your reservation, your rental fees cannot be refunded. The total amount is due by March 1<sup>st</sup>, 2010. If not received by the 1<sup>st</sup> of March, the rental will be cancelled and no funds will be returned.

## **USE AND ENJOYMENT OF UNIT AND PROPERTY**

**Use of Premises.** Vacationers will comply with all local laws, ordinances and community rules regarding the use of the premises. Vacationers will comply with all owner's set rules as follows: No additional guest or pets without the pre-approval

Failure to adhere to these rules will be considered sufficient cause for immediate termination of your stay and all monies paid will be forfeited.

**Occupancy** At no time, shall the occupancy of the vacation rental exceed 3 persons.

**Quiet Enjoyment.** Vacationers shall be entitled to the quiet enjoyment of the rental. Any disturbance resulting in police action, neighborhood complaints or any violation of the rules and regulations, is considered sufficient cause for immediate termination of your stay with all monies paid forfeited.

### **No Smoking in the house**

Smoking is not allowed on the premises. Smoking is only allowed outside.

**Pets.** Only with pre-approval and additional pet fee. **\$200.00**

**Description of animals:** \_\_\_\_\_

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

**Furnishings.** The house is furnished by the Owner. The house is equipped for light housekeeping. All paper goods, cleaning products and linens are the responsibility of the vacationer. The house must be left in clean condition as found. .

**Security Deposit.** A security deposit of **\$ 200.00** has been deposited with the Property Owner. The deposit covers any damages to the rental property and its furnishings caused by Vacationers and their guests. Owner may use all or part of the security deposit to

repair any damage caused by the Vacationers. Should the damage amount exceed the amount of the deposit, the Vacationer remains liable for remaining balance. Key fee will be charged to Vacationers for failure to return any and all Rental Property related keys. These charges shall be deducted from the security deposit.

**Cleaning.** Rental property should be left in the same condition as originally found. Any undue or unreasonable cleaning necessary as a result of the vacationer's stay will result in an additional cleaning charge assessment of \$100.00 per hour, with a one (1) hour service minimum.

Owner's initials: M Vacationer's initials: RF

### HOLD HARMLESS

Owner attempts to properly maintain the vacation rental. The vacationer agrees to immediately notify the owner of any maintenance problem, so that the situation can be remedied as soon as possible. Owner is not responsible for any inconveniences that may occur for which he has no control. This includes, but is not limited to: power outages, adverse weather conditions, evacuation, construction, mechanical failure such as Air conditioner, Refrigerator, oven, cable, television, etc. No refunds will be given for occurrences beyond the owner's control. Owner shall not be held liable for any injuries that may occur to Vacationers or their guests as a result of the acts of said Vacationers and guests. Owner is not responsible for any theft or damage to vacationer's belongings during their stay at the vacation rental.

Upon written or electronic endorsement, vacationers agree that they have read and understood this agreement. The vacationer accepts all terms, conditions, and restrictions without exception.

Robert Fowler (Vacationer's name)

ADDRESS: 102 DE S AVE City CAPE CORAL Zip code 33909

(Telephone number) (239) 573-4744 Email: FOW7CARL@GMAIL.COM

(Vacationer's Signature) Robert Fowler Date: 1/12/2010

(Owner's Name) Lucy Mayer

(Email Address) mlmayer@earthlink.net

Date: 1/13/2010

## Vacation Property Rental Agreement

- ☐ Both the Owner and the Vacationer should read the Agreement.
- ☐ After careful review, both the Owner and Vacationer should sign the Agreement.

## Vacation Property Rental Agreement for Key West Apartment

This Vacation Property Rental Agreement is for the property located at: 528 Grinnell Street, Key West, Florida 33040 - downstairs 1 bedroom / 1 Bathroom Apartment

Please read this agreement in its entirety. Please sign and initial in the marked areas. Return the signed agreement with a reservation deposit. Please keep a record of this agreement for yourself.

**Rental Rate: \$800.00 /Week Total for 2 weeks \$1600.00**

**Date of Arrival: March 30, 2010. Date of Departure: April 13, 2010**

**Total: \$1,600.00. An additional \$50.00 for cleaning, plus \$200.00 security Deposit.**

### NAME OF GUESTS

*The following vacationers will be staying at the Rental Property*

Total Number of Guests: (2 Adults)

Paula Edenburg Adult  
David Edenburg Adult

**RESERVATION INFORMATION: 50 % of total**

**\$825.00 (Eight Dollars.)**

**Payments made out through PayPal.**

**Owner Name: Lucy Mayer**

**Owner Mailing Address:**

**LUCY MAYER- 3540 North Bayshore Drive, Coconut Grove, Fl. 33133.**

*(Signature)*

## CHECK-IN/CHECK -OUT PROCEDURE

1. **Check-In.** Check-in time is "noon" on the day Vacationer's scheduled reservation begins. No early check-ins without prior consent of Owners.
2. **Check-Out.** Check-out time is "noon" on the day Vacationer's scheduled reservation ends. Any delay in check-out, without prior consent of Owners shall result in Vacationers being charged additional monies.

## CANCELLATION POLICY

**If you need to cancel for any reason after receipt of your reservation, your rental fees cannot be refunded. The total amount is due by March 1<sup>st</sup>, 2010. If not received by the 1<sup>st</sup> of March, the rental will be cancelled and no funds will be returned.**

## USE AND ENJOYMENT OF UNIT AND PROPERTY

**Use of Premises.** Vacationers will comply with all local laws, ordinances and community rules regarding the use of the premises. Vacationers will comply with all owner's set rules as follows: No additional guest or pets without the pre-approval

Failure to adhere to these rules will be considered sufficient cause for immediate termination of your stay and all monies paid will be forfeited.

**Occupancy** At no time, shall the occupancy of the vacation rental exceed 2 persons.

**Quiet Enjoyment.** Vacationers shall be entitled to the quiet enjoyment of the rental. Any disturbance resulting in police action, neighborhood complaints or any violation of the rules and regulations, is considered sufficient cause for immediate termination of your stay with all monies paid forfeited.

### **No Smoking in the house**

Smoking is not allowed on the premises. Smoking is only allowed outside.

**Pets.** Only with pre-approval and additional pet fee. **\$200.00**

**Description of animals:** No Pets

**Furnishings.** The house is furnished by the Owner. The house is equipped for light housekeeping. All paper goods, cleaning products and linens are the responsibility of the vacationer. The house must be left in clean condition as found. .

**Security Deposit.** A security deposit of \$ **200.00** has been deposited with the Property Owner. The deposit covers any damages to the rental property and its furnishings caused by Vacationers and their guests. Owner may use all or part of the security deposit to repair any damage caused by the Vacationers. Should the damage amount exceed the



amount of the deposit, the Vacationer remains liable for remaining balance. Key fee will be charged to Vacationers for failure to return any and all Rental Property related keys. These charges shall be deducted from the security deposit.

**Cleaning.** Rental property should be left in the same condition as originally found. Any undue or unreasonable cleaning necessary as a result of the vacationer's stay will result in an additional cleaning charge assessment of \$100.00 per hour, with a one (1) hour service minimum.

Owner's initials: \_\_\_\_\_ Vacationer's initials: \_\_\_\_\_

### HOLD HARMLESS

Owner attempts to properly maintain the vacation rental. The vacationer agrees to immediately notify the owner of any maintenance problem, so that the situation can be remedied as soon as possible. Owner is not responsible for any inconveniences that may occur for which he has no control. This includes, but is not limited to: power outages, adverse weather conditions, evacuation, construction, mechanical failure such as Air conditioner, Refrigerator, oven, cable, television, etc. No refunds will be given for occurrences beyond the owner's control. Owner shall not be held liable for any injuries that may occur to Vacationers or their guests as a result of the acts of said Vacationers and guests. Owner is not responsible for any theft or damage to vacationer's belongings during their stay at the vacation rental.

Upon written or electronic endorsement, vacationers agree that they have read and understood this agreement. The vacationer accepts all terms, conditions, and restrictions without exception.

**Paula Edenburg**

(Vacationer's name)

ADDRESS:

100 NE 36th St City Miami Zip code 33327

(Telephone number)

1-954-805-2213 Email: Penken68@gmail.com

(Vacationer's Signature)

Date:

Feb. 29, 2010

(Owner's Name) Lucy Mayer

Date:

2/21/2010

(Email Address) lmayer@earthlink.net

## Vacation Property Rental Agreement

- ☐ Both the Owner and the Vacationer should read the Agreement.
- ☐ After careful review, both the Owner and Vacationer should sign the Agreement.

## Vacation Property Rental Agreement for Key West Apartment

This Vacation Property Rental Agreement is for the property located at: 528 Grinnell Street, Key West, Florida 33040 Downstairs 1 bedroom / 1 Bathroom Apartment

Please read this agreement in its entirety. Please sign and initial in the marked areas. Return the signed agreement with a reservation deposit. Please keep a record of this agreement for yourself.

**Rental Rate: \$800.00 /Week Total for 2 weeks \$1600.00**

**Date of Arrival: May 15, 2010. Date of Departure: May 29, 2010**

**Total: \$1,600.00. An additional \$50.00 for cleaning, plus \$200.00 security Deposit.**

### NAME OF GUESTS

*The following vacationers will be staying at the Rental Property*

Total Number of Guests: (2 Adults)

Elizabeth Pascant Adult  
Jorge Pascant Adult

**RESERVATION INFORMATION: 50 % of total**

**\$825.00 (Eight Dollars)**

**Payments made out through PayPal.**

**Owner Name: Lucy Mayer**

**Owner Mailing Address:**

**LUCY MAYER- 3540 North Bayshore Drive, Coconut Grove, FL. 33133.**



## **CHECK-IN/CHECK -OUT PROCEDURE**

1. **Check-In.** Check-in time is "noon" on the day Vacationer's scheduled reservation begins. No early check-ins without prior consent of Owners.
2. **Check-Out.** Check-out time is "noon" on the day Vacationer's scheduled reservation ends. Any delay in check-out, without prior consent of Owners shall result in Vacationers being charged additional monies.

## **CANCELLATION POLICY**

**If you need to cancel for any reason after receipt of your reservation, your rental fees cannot be refunded. The total amount is due by April 14<sup>th</sup>, 2010. If not received by the 14<sup>th</sup> of April, the rental will be cancelled and no funds will be returned.**

## **USE AND ENJOYMENT OF UNIT AND PROPERTY**

**Use of Premises.** Vacationers will comply with all local laws, ordinances and community rules regarding the use of the premises. Vacationers will comply with all owner's set rules as follows: No additional guest or pets without the pre-approval

Failure to adhere to these rules will be considered sufficient cause for immediate termination of your stay and all monies paid will be forfeited.

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### **No Smoking in the house**

Smoking is not allowed on the premises. Smoking is only allowed outside.

**Pets.** Only with pre-approval and additional pet fee. **\$200.00**

**Description of animals:** \_\_\_\_\_

\_\_\_\_\_

**Furnishings.** The house is furnished by the Owner. The house is equipped for light housekeeping. All paper goods, cleaning products and linens are the responsibility of the vacationer. The house must be left in clean condition as found. .

**Security Deposit.** A security deposit of \$ 200.00 has been deposited with the Property Owner. The deposit covers any damages to the rental property and its furnishings caused by Vacationers and their guests. Owner may use all or part of the security deposit to repair any damage caused by the Vacationers. Should the damage amount exceed the

amount of the deposit, the Vacationer remains liable for remaining balance. Key fee will be charged to Vacationers for failure to return any and all Rental Property related keys. These charges shall be deducted from the security deposit.

**Cleaning.** Rental property should be left in the same condition as originally found. Any undue or unreasonable cleaning necessary as a result of the vacationer's stay will result in an additional cleaning charge assessment of \$100.00 per hour, with a one (1) hour service minimum.

Owner's initials: MP

Vacationer's initials: EP

### HOLD HARMLESS

Owner attempts to properly maintain the vacation rental. The vacationer agrees to immediately notify the owner of any maintenance problem, so that the situation can be remedied as soon as possible. Owner is not responsible for any inconveniences that may occur for which he has no control. This includes, but is not limited to, power outages, adverse weather conditions, evacuation, construction, mechanical failure such as Air conditioner, Refrigerator, oven, cable, television, etc. No refunds will be given for occurrences beyond the owner's control. Owner shall not be held liable for any injuries that may occur to Vacationers or their guests as a result of the acts of said Vacationers and guests. Owner is not responsible for any theft or damage to vacationer's belongings during their stay at the vacation rental.

Upon written or electronic endorsement, vacationers agree that they have read and understood this agreement. The vacationer accepts all terms, conditions, and restrictions without exception.

Elizabeth Pascual

(Vacationer's name)

Elizabeth Pascual

ADDRESS: 825 SW 84th Ave City Miami Zip code 33143

(Telephone number) 1-786-346-1953

Email: Elizpasc@gmail.com

(Vacationer's Signature)

[Signature]

Date: April 10, 2010

(Owner's Name) Lucy Mayer

[Signature]

Date: April 12, 2010

(Email Address) mlmayer@earthlink.net

## KEYS ENERGY SERVICES

france

## C U S T O M E R   D E T A I L E D   L I S T I N G

06/22/2017 11:05:09 Page:1

Account : 2122930 39 LUCIA ALVARIDO MAYER

528 GRINNELL ST

DOWN

KEY WEST

Cycle : 2  
Route : 12  
Walk : 3840

Ten/Own : 0

Address 1 : 15730 OLS STATE RD 4A  
Address 2 :  
City/State : SUGARLOAF KEY FL  
Zip Code : 33042

| ACCOUNTS RECEIVABLE |        | JOURNAL No |  | Amount  |  | Description            |  | Balance |
|---------------------|--------|------------|--|---------|--|------------------------|--|---------|
| Date                | Source |            |  |         |  |                        |  |         |
| 06/22/2011          | EC     | 23942      |  | -48.22  |  | BALANCE TRANSFER       |  | 0.00    |
| 05/10/2011          | BJ     | 25108      |  | 48.22   |  | REGULAR BILLING        |  | 48.22   |
| 05/06/2011          | CR     | 38308      |  | -315.68 |  | CHECK PYMT-THANK YOU!  |  | 0.00    |
| 04/11/2011          | BJ     | 25017      |  | 12.43   |  | PENALTY CHARGE         |  | 315.68  |
| 04/11/2011          | BJ     | 25017      |  | 54.66   |  | REGULAR BILLING        |  | 303.25  |
| 03/09/2011          | BJ     | 24942      |  | 9.18    |  | PENALTY CHARGE         |  | 248.59  |
| 03/09/2011          | BJ     | 24942      |  | 55.87   |  | REGULAR BILLING        |  | 239.41  |
| 02/09/2011          | BJ     | 24868      |  | 3.39    |  | PENALTY CHARGE         |  | 183.54  |
| 02/09/2011          | BJ     | 24868      |  | 112.37  |  | REGULAR BILLING        |  | 67.78   |
| 01/25/2011          | CR     | 37488      |  | -143.42 |  | WEB CREDITCARD PAYMENT |  | 211.20  |
| 01/11/2011          | BJ     | 24795      |  | 7.17    |  | PENALTY CHARGE         |  | 204.03  |
| 01/11/2011          | BJ     | 24795      |  | 60.51   |  | REGULAR BILLING        |  | 143.42  |
| 12/09/2010          | BJ     | 24712      |  | 1.94    |  | PENALTY CHARGE         |  | 141.48  |
| 12/09/2010          | BJ     | 24712      |  | 102.73  |  | REGULAR BILLING        |  | 38.74   |
| 11/24/2010          | CR     | 37017      |  | -37.15  |  | PENALTY CHARGE         |  | 75.89   |
| 11/09/2010          | BJ     | 24622      |  | 6.88    |  | REGULAR BILLING        |  | 74.03   |
| 11/09/2010          | BJ     | 24622      |  | 1.25    |  | PENALTY CHARGE         |  | 37.15   |
| 10/12/2010          | BJ     | 24531      |  | 10.85   |  | REGULAR BILLING        |  | 55.90   |
| 10/12/2010          | BJ     | 24531      |  | 1.73    |  | PENALTY CHARGE         |  | 25.05   |
| 09/09/2010          | BJ     | 24447      |  | 18.00   |  | REGULAR BILLING        |  | 24.62   |
| 09/09/2010          | BJ     | 24447      |  | 25.70   |  | LOCKBOX CHECK PAYMENT  |  | 8.62    |
| 09/07/2010          | CR     | 36361      |  | -25.70  |  | REGULAR BILLING        |  | 33.62   |
| 08/10/2010          | BJ     | 24358      |  | 18.62   |  | CHECK PYMT-THANK YOU!  |  | 0.00    |
| 08/02/2010          | CR     | 36070      |  | -68.49  |  | PENALTY CHARGE         |  | 68.49   |
| 07/09/2010          | BJ     | 24273      |  | 1.68    |  | REGULAR BILLING        |  | 66.81   |
| 07/09/2010          | BJ     | 24273      |  | 33.29   |  | CHECK PYMT-THANK YOU!  |  | 33.52   |
| 06/28/2010          | CR     | 35793      |  | -35.03  |  | PENALTY CHARGE         |  | 68.55   |
| 06/09/2010          | BJ     | 24183      |  | 1.75    |  | REGULAR BILLING        |  | 66.80   |
| 06/09/2010          | BJ     | 24183      |  | 31.77   |  | CHECK PYMT-THANK YOU!  |  | 35.03   |
| 05/19/2010          | CR     | 35465      |  | -35.86  |  | PENALTY CHARGE         |  | 70.89   |
| 05/11/2010          | BJ     | 24108      |  | 1.79    |  | REGULAR BILLING        |  | 69.10   |
| 05/11/2010          | BJ     | 24108      |  | 33.24   |  | CHECK PYMT-THANK YOU!  |  | 35.86   |
| 04/27/2010          | CR     | 35268      |  | -46.78  |  | PENALTY CHARGE         |  | 82.64   |
| 04/09/2010          | BJ     | 24009      |  | 2.34    |  | REGULAR BILLING        |  | 80.30   |
| 04/09/2010          | BJ     | 24009      |  | 33.52   |  | LOCKBOX CHECK PAYMENT  |  | 46.78   |
| 03/15/2010          | CR     | 34883      |  | -50.00  |  | PENALTY CHARGE         |  | 96.78   |
| 03/09/2010          | BJ     | 23924      |  | 3.06    |  | REGULAR BILLING        |  | 93.72   |
| 03/09/2010          | BJ     | 23924      |  | 32.59   |  | PENALTY CHARGE         |  | 61.13   |
| 02/09/2010          | BJ     | 23845      |  | 1.38    |  | REGULAR BILLING        |  | 59.75   |
| 02/09/2010          | BJ     | 23845      |  | 32.16   |  | LOCKBOX CHECK PAYMENT  |  | 27.59   |
| 01/22/2010          | CR     | 34422      |  | -11.88  |  | REGULAR BILLING        |  | 39.47   |
| 01/11/2010          | BJ     | 23754      |  | 39.59   |  | LOCKBOX CHECK PAYMENT  |  | 0.12    |
| 12/14/2009          | CR     | 34081      |  | -12.00  |  | REGULAR BILLING        |  | 11.88   |
| 12/09/2009          | BJ     | 23669      |  | 42.60   |  | LOCKBOX CHECK PAYMENT  |  | -30.72  |
| 11/17/2009          | CR     | 33866      |  | -25.00  |  | REGULAR BILLING        |  | -5.72   |
| 11/10/2009          | BJ     | 23582      |  | 45.16   |  | LOCKBOX CHECK PAYMENT  |  | -50.88  |
| 10/09/2009          | BJ     | 23502      |  | 23.33   |  | REGULAR BILLING        |  | -74.21  |
| 10/05/2009          | CR     | 33526      |  | -65.00  |  | LOCKBOX CHECK PAYMENT  |  | -9.21   |
| 09/15/2009          | CR     | 33349      |  | -55.00  |  | REGULAR BILLING        |  | 45.79   |
| 09/09/2009          | BJ     | 23413      |  | 75.56   |  | LOCKBOX CHECK PAYMENT  |  | -33.77  |
| 08/11/2009          | BJ     | 23336      |  | 61.29   |  | REGULAR BILLING        |  | -95.06  |
| 08/10/2009          | CR     | 33042      |  | -80.00  |  | LOCKBOX CHECK PAYMENT  |  |         |

Account : 2122931 32 LUCIA ALVARIDO MAYER      528      GRINNELL ST      UP      KEY WEST

Cycle : 2      Ten/Own : 0

Route : 12

Walk : 3850

Address 1 : 15730 OLD STATE RD 4A

City/State : SUGARLOAF KEY      FL

Zip Code : 33042

| ACCOUNT'S RECEIVABLE |        |            |         | Balance                |        |
|----------------------|--------|------------|---------|------------------------|--------|
| Date                 | Source | Journal No | Amount  | Description            |        |
| 06/22/2011           | EC     | 23942      | -326.30 | BALANCE TRANSFER       | 0.00   |
| 05/13/2011           | BJ     | 25118      | 13.62   | REGULAR BILLING        | 326.30 |
| 05/10/2011           | BJ     | 25109      | 5.82    | PENALTY CHARGE         | 312.88 |
| 05/10/2011           | BJ     | 25109      | 190.54  | REGULAR BILLING        | 306.86 |
| 04/21/2011           | CR     | 38192      | -201.92 | WEB CREDITCARD PAYMENT | 116.32 |
| 04/11/2011           | BJ     | 25017      | 10.10   | PENALTY CHARGE         | 318.24 |
| 04/11/2011           | BJ     | 25017      | 106.22  | REGULAR BILLING        | 308.14 |
| 03/09/2011           | BJ     | 24942      | 4.77    | PENALTY CHARGE         | 201.92 |
| 03/09/2011           | BJ     | 24942      | 101.69  | REGULAR BILLING        | 197.15 |
| 02/10/2011           | CR     | 37622      | -122.00 | WEB CREDITCARD PAYMENT | 95.46  |
| 02/09/2011           | BJ     | 24868      | 5.81    | PENALTY CHARGE         | 217.53 |
| 02/09/2011           | BJ     | 24868      | 95.46   | REGULAR BILLING        | 211.72 |
| 01/11/2011           | BJ     | 24795      | 1.28    | PENALTY CHARGE         | 116.26 |
| 01/11/2011           | BJ     | 24795      | 89.35   | REGULAR BILLING        | 114.98 |
| 12/09/2010           | BJ     | 24712      | 25.63   | REGULAR BILLING        | 25.63  |
| 12/02/2010           | CR     | 37065      | -25.63  | CHECK PYMT-THANK YOU!  | 0.00   |
| 11/09/2010           | BJ     | 24622      | 7.22    | PENALTY CHARGE         | 73.53  |
| 11/09/2010           | BJ     | 24622      | 86.85   | REGULAR BILLING        | 71.31  |
| 10/26/2010           | CR     | 36760      | -59.34  | CHECK PYMT-THANK YOU!  | 44.46  |
| 10/12/2010           | BJ     | 24531      | 41.97   | PENALTY CHARGE         | 103.80 |
| 10/12/2010           | BJ     | 24531      | 173.60  | REGULAR BILLING        | 100.83 |
| 09/23/2010           | CR     | 36506      | -173.60 | CHECK PYMT-THANK YOU!  | 59.34  |
| 09/09/2010           | BJ     | 24447      | 5.63    | PENALTY CHARGE         | 231.94 |
| 09/09/2010           | BJ     | 24447      | 50.71   | REGULAR BILLING        | 223.31 |
| 09/07/2010           | CR     | 36361      | -75.00  | LOCKBOX CHECK PAYMENT  | 172.60 |
| 08/10/2010           | BJ     | 24358      | 9.32    | PENALTY CHARGE         | 247.60 |
| 08/10/2010           | BJ     | 24358      | 51.93   | REGULAR BILLING        | 238.28 |
| 08/02/2010           | CR     | 36270      | -141.78 | CHECK PYMT-THANK YOU!  | 186.35 |
| 07/09/2010           | BJ     | 24273      | 7.09    | PENALTY CHARGE         | 328.13 |
| 06/28/2010           | CR     | 35792      | -135.01 | CHECK PYMT-THANK YOU!  | 321.04 |
| 06/09/2010           | BJ     | 24187      | 6.75    | PENALTY CHARGE         | 276.79 |
| 06/09/2010           | BJ     | 24187      | 135.03  | REGULAR BILLING        | 270.04 |
| 05/19/2010           | CR     | 35488      | -106.68 | CHECK PYMT-THANK YOU!  | 135.01 |
| 05/11/2010           | BJ     | 24008      | 5.33    | PENALTY CHARGE         | 241.69 |
| 05/11/2010           | BJ     | 24008      | 129.68  | REGULAR BILLING        | 236.36 |
| 04/27/2010           | CR     | 35268      | -165.10 | CHECK PYMT-THANK YOU!  | 106.68 |
| 04/09/2010           | BJ     | 24009      | 8.26    | PENALTY CHARGE         | 271.78 |
| 04/09/2010           | BJ     | 24009      | 98.42   | REGULAR BILLING        | 263.52 |
| 03/15/2010           | CR     | 34883      | -130.00 | LOCKBOX CHECK PAYMENT  | 165.10 |
| 03/09/2010           | BJ     | 23924      | 5.80    | PENALTY CHARGE         | 295.10 |
| 03/09/2010           | BJ     | 23924      | 173.24  | REGULAR BILLING        | 289.30 |
| 02/09/2010           | BJ     | 23845      | 160.54  | REGULAR BILLING        | 116.06 |
| 01/22/2010           | CR     | 34422      | -177.61 | LOCKBOX CHECK PAYMENT  | -44.48 |
| 01/11/2010           | BJ     | 23754      | 0.24    | PENALTY CHARGE         | 133.13 |
| 01/11/2010           | BJ     | 23754      | 128.13  | REGULAR BILLING        | 132.89 |
| 12/14/2009           | CR     | 34081      | -295.00 | LOCKBOX CHECK PAYMENT  | 4.76   |
| 12/09/2009           | BJ     | 23669      | 6.11    | PENALTY CHARGE         | 299.76 |
| 12/09/2009           | BJ     | 23669      | 171.50  | REGULAR BILLING        | 293.65 |
| 11/30/2009           | CR     | 33957      | -53.06  | WEB CHECK PAYMENT      | 122.15 |
| 11/17/2009           | CR     | 33866      | -150.00 | LOCKBOX CHECK PAYMENT  | 175.21 |
| 11/10/2009           | BJ     | 23582      | 10.15   | PENALTY CHARGE         | 325.21 |



(https://a2.muscache.com/ic/pictures/59360610/bde29f46\_original.jpg?interpolation=lanczos-none&size=x\_large&output-format=progressive-jpeg&output-quality=70)

|                     |   |  |
|---------------------|---|--|
| <b>The Space</b>    | Bed type: Real Bed<br>Property type: Apartment (/s/Key-West-FL?type=apartment)<br>Accommodates: 3<br>Bedrooms: 1  | Bathrooms: 1<br>Beds: 1<br>Check In: 12:00 PM (noon)<br>Pet Owner: Cat(s)  |
| <b>Amenities</b>    | Kitchen<br>TV<br>Essentials<br>Kitchen<br>Internet<br>TV<br>Essentials<br>Heating<br>Air Conditioning<br>Washer<br>Dryer<br>Free Parking on Premises<br>Wireless Internet<br>Cable TV<br>Breakfast<br>Pets Allowed (/explore/key-west-FL/apartment/pet-friendly)<br>Family/Kid-Friendly<br>Suitable for Events  | Air Conditioning<br>Washer<br>+ More<br>Smoking Allowed<br>Wheelchair Accessible<br>Elevator in Building<br>Indoor Fireplace<br>Gutter/Wireless Intercom<br>Doorman<br>Pool<br>Hot Tub<br>Gym<br>Smoke Detector<br>Carbon Monoxide Detector<br>First Aid Kit<br>Safety Card<br>Fire Extinguisher |
| <b>Prices</b>       | Extra people: No Charge<br>Cleaning Fee: \$75   | Security Deposit: \$250<br>Cancellation: Strict<br>(/home/cancellation_policies#strict)  |
| <b>Description</b>  | <b>The Space</b><br>Nice open area . Lots of windows , beautiful vaulted ceiling.<br><b>Guest Access</b><br>No cable.<br><b>The Neighborhood</b><br>In Old town Key West. 4 blocks from Duval. Quiet but close to all the action.<br><b>Getting around</b><br>Within walking distance of everything.<br><b>Other Things to Note</b><br>High wireless speed internet<br>+ More |  |
| <b>House Rules</b>  | There is cats that live in the apt. If you have a problem with that please let us know prior to booking.<br>+ More  |  |
| <b>Availability</b> | Minimum Stay: 5 nights  | <a href="#">View Calendar</a>  |



(https://s1.mucache.com/c/pictures/59350425/2181374e\_original.jpg?interpolation=lanczos-none&size=K\_large&output-format=progressive-jpeg&output-quality=70)

### No Reviews Yet

Stay here and you could give this host their first review!

### About the Host, Lucia



Our party is my husband, 57, myself 62 and daughter 26 and son 21 years old. Much Thanks

[View full profile \(/users/show/1257062#reviews\)](#)  
+ More

superior Key, Florida

Member since October 2011

Response rate: 68%

Response time: within a few hours

[Contact host](#)

### Connections

Are your friends connected with this host?

[Connect with Facebook \(https://www.facebook.com/v2.0/dialog/oauth?client\\_id=138566015676&redirect\\_uri=https%3A%2F%2Fwww.airbnb.com%2Fusers/show/1257062#reviews\)](#)

### Trust

3



Reviews

[\(/users/show/1257062#reviews\)](#)

### Listing Location

Grinnell Street, (/s/Grinnell-Street-Key-West--FL) Key West, (/s/Key-West--FL) Florida, (/s/Florida--United-States) United States (/s/United-States)

### Similar Listings

English

USD

#### Company

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Jobs (/jobs)  
Press (/press/news)  
Blog  
(http://blog.airbnb.com)  
Help (/help)  
Policies (/policies)  
Disaster Response  
(/disaster-response)  
Terms & Privacy  
(/terms)

#### Discover

Trust & Safety (/trust)  
Invite Friends (/invite?  
r=5)  
Airbnb Picks  
(/wishlist/airbnb\_picks)  
Mobile (/mobile)  
Support NYC  
(https://www.airbnbnyc.org/stories)  
Business Travel  
(/business-travel-  
management)  
Site Map (/sitemap)

#### Hosting

Why Host (/host)  
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Responsible Hosting  
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hosting)  
Home Safety (/home-  
safety)

#### Join Us On

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**BEFORE THE CODE COMPLIANCE SPECIAL MAGISTRATE  
OF THE CITY OF KEY WEST, FLORIDA**

**CITY OF KEY WEST,  
PETITIONER,**

**CASE NUMBER: CES: 15-0001**

**V.**

**MARK & LUCY MAYER  
528 GRINNELL STREET  
KEY WEST, FL 33040  
RESPONDENT.**

---

**RE: 528 GRINNELL STREET  
KEY WEST, FL 33040**

**SETTLEMENT AGREEMENT**

**COMES NOW**, the Respondents **MARK & LUCY MAYER** and the Petitioner **CITY OF KEY WEST**, and enter into this settlement agreement as follows:

1. The Respondents were charged via a Notice of Code Violation and Administrative Hearing for holding out/advertising for transient rental the subject property, 528 Grinnell Street, Key West, FL without the required transient licenses and in violation of the Historic High Density Residential, (HHDR) Zoning District on 30 Dec 14.
2. The Respondents were charged in the above-styled cause with the following violations of the City of Key West Code of Ordinances described in detail in the Notice of Code Violation / Notice of Administrative Hearing as summarized as follows:

**Count 1: Key West Code of Ordinances, Sec. 18-601 (b),** A regulation regarding a transient license being required for rentals less than one calendar month or thirty (30) days. To Wit: Respondents were advertising a bedroom at the subject property being available for rent at a cost of Two Hundred and Twenty-Five Dollars (\$225.00) per night on the internet website Airbnb.com on 30 Dec 14 without the required transient rental license.

**Count 2: Key West Code of Ordinances, Sec. 122-1371 (d) (9),** A regulation regarding transient lodging use of or within a residential dwelling. To Wit: Respondents were advertising a bedroom at the subject property being available for rent at a cost of Two Hundred and Twenty-Five Dollars (\$225.00) per night on the internet website Airbnb.com on 30 Dec 14 without the required transient rental license.

A Transient Unit is defined as a Transient Living Accommodation as Defined in 86-9. Section 86-9 of the Key West Code of Ordinances defines a Transient Living accommodation is any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings, which is 1) rented for a period or periods of less than 30 days or one calendar month, whichever is less; or which is 2) advertised or held out to the public as a place rented to transients, regardless of the occurrence of an actual rental. Such a short-term rental use of or within a single-family dwelling, a two-family dwelling or a multifamily dwelling (each also known as a "residential dwelling") shall be deemed a transient living accommodation. Transient unit shall mean a transient living accommodation as defined in section 86-9 of the UDRs. It shall be unlawful for any owner, tenant, broker, realtor, agent or other representative of the owners to hold out or advertise a residential dwelling for transient rental if the property is not permitted, as provided hereunder. A broker or realtor who is found in violation of this regulation shall be subject to business tax receipt revocation. Any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings, which is 1) rented for a period or periods of less than 30 days or one calendar month, whichever is less; or which is 2) advertised or held out to the public as a place rented to transients, regardless of the occurrence of an actual rental. Such a short-term rental use of or within a single-family dwelling, a two-family dwelling or a multifamily dwelling (each also known as a "residential dwelling") shall be deemed a transient living accommodation.

**Count 3: Key West Code of Ordinances, Sec. 122-629,** A regulation regarding permitted zoning uses in the Historic Medium Density Residential, (HMDR) Zoning District . To Wit: Respondents were advertising a bedroom at the subject property being

available for rent at a cost of Two Hundred and Twenty-Five Dollars (\$225.00) per night on the internet website Airbnb.com on 30 Dec 14 without the required transient rental license. This is a prohibited use in the HHDR Zoning District.

3. The Respondents understand that the maximum penalties provided by law which may be imposed upon a finding of a violation which has not achieved compliance within the time frame allowed by the Code Compliance Special Magistrate is Two Hundred and Fifty (\$250.00) per day, per charge, until the violation(s) are found to be in compliance.
4. The Respondents understand Administrative Costs in the amount of Two Hundred and Fifty Dollars (\$250.00) incurred by the City of Key West for the investigation and/or prosecution of this violation will be assessed and that fines and costs could result in judgment enforcement and/or liens against Respondents and any qualified properties in Monroe County, Florida.
5. The parties stipulate to a factual basis for this agreement and agree to a finding of violation by the Special Magistrate for the violations of the Key West Code of Ordinances listed in paragraph two.
6. The Respondents and the Petitioner, City of Key West, enter into the following settlement agreement, to be presented to the Code Compliance Special Magistrate for acceptance:

The Respondents stipulate to the imposition of the Administrative Cost in the amount of Two Hundred and Fifty Dollars (\$250.00). If Respondents are found in violation of Sections 18-601(b), 122-1371 (d) (9) and 122-629 of the City of Key West code of ordinances again in the future, Respondents understand that the violation(s) will be considered as repeat punishable by up to \$500.00 per day, per count.

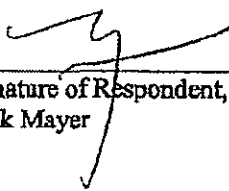
The Respondents agree to immediately cease and desist activities that violate the code violation(s) listed in paragraph two (2) at this or any other property in the City of Key West.

The Respondents understand that an order will be entered in this case finding a violation of the code sections listed in paragraph two (2). Respondents understand that the Code Compliance Special Magistrate's order will acknowledge the above representations and require the payment of the Two Hundred and Fifty Dollars (\$250.00) within thirty (30) days of the Magistrate's signature below. No additional fines or costs shall be assessed against the Respondents in this matter.

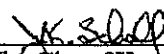
7. Other than the settlement agreement set out directly above in paragraph 6, no one has made any promises or guarantees to the Respondents in exchange for not contesting the code violations. No one has threatened the Respondents or in any way forced Respondents to enter into this agreement. Respondents are doing this freely and voluntarily.
8. The Respondents understand that Respondents can contest the violations charged against Respondents. If Respondents choose to contest the violations, Florida Statutes guarantees the Respondents: (a) the right to a hearing before the Code Compliance Special Magistrate, (b) the right to see, hear and face in open court all witnesses called to testify against Respondents, (c) the right to use the power and process of the Code Compliance Special Magistrate to compel the production of any evidence including the attendance of any witnesses in Respondents favor; and (e) also the right to testify on Respondents own behalf and confront those witnesses against Respondents. (f) Further, if found in violation, Respondents would have the right to appeal the finding and order and fines imposed.
9. The Respondents understand that by accepting this agreement, Respondents give up these rights and admits the truth of the violation charged against Respondents;

the Respondents understand that the effect of accepting this agreement is the same as a finding of code violation after public hearing.

10. The Respondents acknowledge that this agreement is being entered into voluntarily and free of any coercion; no promises were made to induce this agreement. Respondents acknowledge that Respondents have had the right and opportunity to consult with an attorney.
11. The Respondents understand that the Code Compliance Special Magistrate may accept this agreement in Respondents absence and Respondents waive the right to be present at a public hearing when this agreement is accepted.

  
\_\_\_\_\_  
Signature of Respondent,  
Mark Mayer

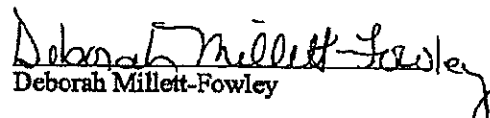
  
\_\_\_\_\_  
Signature of Respondent,  
Lucy Mayer

  
\_\_\_\_\_  
The City of Key West,  
James Scholl or Designee

  
\_\_\_\_\_  
J. Jefferson Overby  
Code Compliance Special Magistrate

Submitted to and accepted by the code compliance clerk this 25th day of

February, 2015.

  
\_\_\_\_\_  
Deborah Millett-Fowley

**Exhibit J**



THE CITY OF KEY WEST  
**Code Compliance Division**  
P.O. BOX 1409  
KEY WEST, FL 33041  
(305) 809-3740

**NOTICE OF CODE VIOLATION/  
NOTICE OF ADMINISTRATIVE HEARING**

DATE: February 9, 2015  
RE: CASE NUMBER 15-00000001

CERTIFIED MAIL RECEIPT#: 7013 2630 0000 9541 1882

To:  
Airbnb, Inc.  
c/o Lawyers Incorporating Service, R.A.  
2710 Gateway Oaks Drive, Suite 150 N  
Sacramento, CA 95833

Subject Address:  
528 Grinnell Street  
Key West, FL 33040

**TAKE NOTICE** that the City of Key West Code Compliance Division has requested the City of Key West Special Magistrate to conduct an administrative hearing regarding code violation(s) reported to you by **NOTICE OF CODE VIOLATION** concerning the above noted subject address. You were noticed that your property is in violation of the City of Key West Code of Ordinances for the following reason(s):

Count 1: Transient Living Accommodations Sec. 122-1371 (d) (9)

(d) General regulations. The following regulations shall pertain to transient lodging use of or within a residential dwelling.

(9) It shall be unlawful for any owner, tenant, broker, realtor, agent or other representative of the owners to hold out or advertise a residential dwelling for transient rental if the property is not permitted, as provided hereunder. A broker or realtor who is found in violation of this regulation shall be subject to business tax receipt revocation.

To Wit: On 30 Dec 14 a bedroom located at this property was being held out/advertised on website Airbnb.com for rent at a rate of \$225 per night, without the required transient business tax receipts.

Corrective Action: Cease the activity or obtain the required license.

In accordance with Florida Statutes § 162 and Code of Ordinances, City of Key West, § 2-631 through § 2-647, The City of Key West has scheduled a hearing to be held at **Old City Hall, 510 Greene Street, Key West, Florida at 1:30 P.M. on:**

**April 29, 2015**

The Chambers will be open at 1:00 PM. These proceedings may be televised.

The purpose of this hearing is to determine if a violation(s) exists, the appropriate action to be taken, if any is required, and if any fines or penalties are to be imposed. **YOU ARE REQUESTED TO APPEAR AT THIS HEARING** to present evidence and/or testimony to show cause, if any, why you should not comply with City Ordinances. **YOUR FAILURE TO APPEAR MAY RESULT IN A FINE OR PENALTY BEING IMPOSED AGAINST YOU AND A LIEN BEING IMPOSED UPON YOUR PROPERTY.**

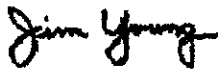
You have a right to have an attorney present at the hearing. If an attorney represents you, your attorney must file written notice with this office prior to the hearing date.

If you intend to request a continuance from the Hearing Date set out above you must submit a written request for a continuance addressed to the Special Magistrate and mailed to PO Box 1409, Key West, FL 33041 or delivered to the Special Magistrate's Legal Analyst at 3139 Riviera Drive, Key West, FL 33040. All requests must be received at least five (5) working days prior to the Hearing Date set out above. If the request is not received five (5) working days prior to the Hearing Date you or your attorney must appear on the Hearing Date to petition the Special Magistrate for a continuance. If any continuance is granted this will not stay discovery and all records previously requested must be supplied to the City or formally objected to.

Be advised that, if you decide to appeal any decision of the Special Magistrate in this code enforcement hearing, you shall be responsible to ensure that a verbatim record of the proceedings of this code enforcement hearing is made, such that any evidence and testimony upon which an appeal may be based can be submitted to the appellate court.

If you are found to be in violation of City of Key West Ordinances, administrative costs in the amount of \$250.00 may be levied for administrative recovery for prosecution and investigation in addition to levied fines associated with the violation(s). Failure to pay these costs will result in a lien against the property in violation.

PER FLORIDA STATUTES SECTION 162.09, YOUR FAILURE TO CORRECT THE VIOLATION (S) MAY RESULT IN THE IMPOSITION OF A FINE OF UP TO \$250.00/DAY, AND \$500.00/DAY FOR A REPEAT VIOLATION. IF THE VIOLATION (S) IS IRREPARABLE OR IRREVERSIBLE, A FINE OF UP TO \$5000.00 MAY BE IMPOSED BY THE SPECIAL MAGISTRATE. FINES MAY BE IMPOSED ON A PER DAY/ PER VIOLATION BASIS.



Jim Young  
Director of Code Compliance  
City of Key West  
305.809.3737  
[jjyoung@cityofkeywest-fl.gov](mailto:jjyoung@cityofkeywest-fl.gov)





**THE CITY OF KEY WEST**  
**Code Compliance Division**  
P.O. BOX 1409  
KEY WEST, FL 33041  
(305) 809-3740

**NOTICE OF CODE VIOLATION/  
NOTICE OF ADMINISTRATIVE HEARING**

DATE: January 2, 2015  
RE: CASE NUMBER 15-00000001

CERTIFIED MAIL RECEIPT#: 7013 2630 0000 9565 6962

To:  
Mark & Lucy Mayer  
528 Grinnell Street  
Key West, FL 33040-7179

Subject Address:  
528 Grinnell Street  
Key West, FL 33040

**TAKE NOTICE** that the City of Key West Code Compliance Division has requested the City of Key West Special Magistrate to conduct an administrative hearing regarding code violation(s) reported to you by **NOTICE OF CODE VIOLATION** concerning the above noted subject address. You were noticed that your property is in violation of the City of Key West Code of Ordinances for the following reason(s):

Count 1: Transient License Required Sec. 18-601 (b)

It shall be unlawful for a property owner to lease a residential property for a period of less than 30 days or one calendar month without having obtained a business tax receipt under this division.

To Wit: On 30 Dec 14 a bedroom located at this property was being held out/advertised on website Airbnb.com for rent at a rate of \$225 per night, without the required transient business tax receipts.

Corrective Action: Cease the activity or obtain the required transient rental business tax receipt.

Count 2: Transient Living Accommodations Sec. 122-1371

(d) General regulations. The following regulations shall pertain to transient lodging use of or within a residential dwelling.

(9) It shall be unlawful for any owner, tenant, broker, realtor, agent or other representative of the owners to hold out or advertise a residential dwelling for transient rental if the property is not permitted, as provided hereunder. A broker or realtor who is found in violation of this regulation shall be subject to business tax receipt revocation.

To Wit: On 30 Dec 14 a bedroom located at this property was being held out/advertised on website Airbnb.com for rent at a rate of \$225 per night, without the required transient business tax receipts.

Corrective Action: Cease the activity or obtain the required transient rental business tax receipt.

Count 3: Prohibited use in Historic High Density Residential (HHDR) Sec. 122-629

In the historic high density residential district (HHDR), all uses not specifically or provisionally provided for in this subdivision are prohibited.

To Wit: On 30 Dec 14 a bedroom located at this property was being held out/advertised on website Airbnb.com for rent at a rate of \$225 per night, which is a prohibited use in the HHDR Zoning District.

Corrective Action: Cease the activity or obtain the required transient rental business tax receipt.

In accordance with Florida Statutes § 162 and Code of Ordinances, City of Key West, § 2-631 through § 2-647, The City of Key West has scheduled a hearing to be held at **Old City Hall, 510 Greene Street, Key West, Florida at 1:30 P.M. on:**

**January 28, 2015**

The Chambers will be open at 1:00 PM. These proceedings may be televised.

The purpose of this hearing is to determine if a violation(s) exists, the appropriate action to be taken, if any is required, and if any fines or penalties are to be imposed. **YOU ARE REQUESTED TO APPEAR AT THIS HEARING** to present evidence and/or testimony to show cause, if any, why you should not comply with City Ordinances. **YOUR FAILURE TO APPEAR MAY RESULT IN A FINE OR PENALTY BEING IMPOSED AGAINST YOU AND A LIEN BEING IMPOSED UPON YOUR PROPERTY.**

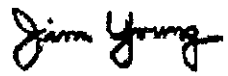
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Be advised that, if you decide to appeal any decision of the Special Magistrate in this code enforcement hearing, you shall be responsible to ensure that a verbatim record of the proceedings of this code enforcement hearing is made, such that any evidence and testimony upon which an appeal may be based can be submitted to the appellate court.

If you are found to be in violation of City of Key West Ordinances, administrative costs in the amount of \$250.00 may be levied for administrative recovery for prosecution and investigation in addition to levied fines associated with the violation(s). **Failure to pay these costs will result in a lien against the property in violation.**

**PER FLORIDA STATUTES SECTION 162.09, YOUR FAILURE TO CORRECT THE VIOLATION (S) MAY RESULT IN THE IMPOSITION OF A FINE OF UP TO \$250.00/DAY, AND \$500.00/DAY FOR A REPEAT VIOLATION. IF THE VIOLATION (S) IS IRREPARABLE OR IRREVERSIBLE, A FINE OF UP TO \$5000.00 MAY BE IMPOSED BY THE SPECIAL MAGISTRATE. FINES MAY BE IMPOSED ON A PER DAY/PER VIOLATION BASIS.**



Jim Young  
Director of Code Compliance  
City of Key West  
305.809.3737  
[jjyoung@cityofkeywest-fl.gov](mailto:jjyoung@cityofkeywest-fl.gov)

Exhibit J

## Vacation Property Rental Agreement

- ☐ Both the Owner and the Vacationer should read the Agreement.
- ☐ After careful review, both the Owner and Vacationer should sign the Agreement.

## Vacation Property Rental Agreement for Key West Apartment

This Vacation Property Rental Agreement is for the property located at: 528 Grinnell Street, Key West, Florida 33040 (Upstairs 3 bedroom / 1.5 Bathrooms apartment)

Please read this agreement in its entirety. Please sign and initial in the marked areas. Return the signed agreement with a reservation deposit. Please keep a record of this agreement for yourself.

**Rental Rate: \$1400.00 Ten days**

**Date of Arrival: Feb 1, 2010 Date of Departure: Feb 10, 2010 Total: \$2100.00**  
( \$50.00 for cleaning ) plus \$200.00 security Deposit .

### NAME OF GUESTS

*The following vacationers will be staying at the Rental Property*

Total Number of Guests: 8 (4 Adults )

|                    |       |
|--------------------|-------|
| <u>Rate Quigg</u>  | Adult |
| <u>George Dake</u> | Adult |
| <u>Casey Dake</u>  | Adult |
| <u>Harold Dake</u> | Adult |

### RESERVATION INFORMATION 50 % of total

**\$700.00 ( \$700 Hundred dollars )**

**Payments made out to: or by Paypal**  
**Owner Name: Lucy Mayer**

**Owner Mailing Address: LUCY MAYER- 3540 NORTH BAYHOMES DRIVE,  
COCONUT GROVE, FL 33133**

## **CHECK-IN/CHECK-OUT PROCEDURE**

1. **Check-In.** Check-in time is "noon" on the day Vacationer's scheduled reservation begins. No early check-ins without prior consent of Owners.
2. **Check-Out.** Check-out time is "noon" on the day Vacationer's scheduled reservation ends. Any delay in check-out, without prior consent of Owners shall result in Vacationers being charged additional monies.

## **CANCELLATION POLICY**

**If you need to cancel for any reason after receipt of your reservation, your rental fees cannot be refunded. The total amount is due by January. 10, 2010 . If not received by the 10<sup>th</sup> of January . the rental will be cancelled and no funds will be returned.**

## **USE AND ENJOYMENT OF UNIT AND PROPERTY**

**Use of Premises.** Vacationers will comply with all local laws, ordinances and community rules regarding the use of the premises. Vacationers will comply with all owner's set rules as follows: No additional guest or pets without the pre-approval

Failure to adhere to these rules will be considered sufficient cause for immediate termination of your stay and all monies paid will be forfeited.

**Occupancy** At no time, shall the occupancy of the vacation rental exceed 3 persons.

**Quiet Enjoyment.** Vacationers shall be entitled to the quiet enjoyment of the rental . Any disturbance resulting in police action, neighborhood complaints or any violation of the rules and regulations is considered sufficient cause for immediate termination of your stay with all monies paid forfeited.

### **No Smoking in the house**

Smoking is not allowed on the premises. Smoking is only allowed outside.

**Pets.** Only with pre-approval and additional pet fee. **\$200.00**

**Description of animals:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Furnishings.** The house is furnished by the Owner. The house is equipped for light housekeeping. All paper goods, cleaning products and linens are the responsibility of the vacationer. The house must be left in clean condition as found. .

**Security Deposit.** A security deposit of \$ 200.00 has been deposited with the Property Owner. The deposit covers any damages to the rental property and its furnishings caused by Vacationers and their guests. Owner may use all or part of the security deposit to

repair any damage caused by the Vacationers. Should the damage amount exceed the amount of the deposit, the Vacationer remains liable for the balance. Key fee will be charged to Vacationers for failure to return any and all Rental Property related keys. These charges shall be deducted from the security deposit.

**Cleaning.** Rental property should be left in the same condition as originally found. Any undue or unreasonable cleaning necessary as a result of the vacationer's stay will result in an additional cleaning charge assessment of \$100.00 per hour, with a one (1) hour service minimum.

Owner's initials: TM Vacationer's initials: KQ

### HOLD HARMLESS

Owner attempts to properly maintain the vacation rental. The vacationer agrees to immediately notify the owner of any maintenance problem, so that the situation can be remedied as soon as possible. Owner is not responsible for any inconveniences that may occur for which he has no control. This includes, but is not limited to: power outages, adverse weather conditions, evacuation, construction, mechanical failure such as Air conditioner, Refrigerator, oven, cable, television, etc. No refunds will be given for occurrences beyond the owner's control. Owner shall not be held liable for any injuries that may occur to Vacationers or their guests as a result of the acts of said Vacationers and guests. Owner is not responsible for any theft or damage to vacationer's belongings during their stay at the vacation rental.

Upon written or electronic endorsement, vacationers agree that they have read and understood this agreement. The vacationer accepts all terms, conditions, and restrictions without exception.

Kate Quilty (Vacationer's name) Kate Quilty

ADDRESS: 878 King City Littleton Zip code 80120

(Telephone number) 1941-369-3782 email: KateQuilty@live.com

(Vacationer's Signature) [Signature] Date: Dec 30, 2009

(Owner's Name) Lucy Mayer

Date: Jan. 2, 2010

(Email Address) mlmayer@earthlink.net

## Vacation Property Rental Agreement

- ☐ ☐ Both the Owner and the Vacationer should read the Agreement.
- ☐ ☐ After careful review, both the Owner and Vacationer should sign the Agreement.

## Vacation Property Rental Agreement for Key West Apartment

This Vacation Property Rental Agreement is for the property located at: 528 Grinnell Street, Key West, Florida 33040. Upstairs 3 bedroom / 1.5 Bathroom Apartment

Please read this agreement in its entirety. Please sign and initial in the marked areas. Return the signed agreement with a reservation deposit. Please keep a record of this agreement for yourself.

**Rental Rate: \$1000.00 /Week Total \$2000.00 for 2 weeks**

**Date of Arrival: March 1, 2010 Date of Departure: Total: March 14, 2010.**

**An additional \$50.00 for cleaning, plus \$200.00 security Deposit.**

### NAME OF GUESTS

*The following vacationers will be staying at the Rental Property*

Total Number of Guests: (3 Adults)

|                    |       |
|--------------------|-------|
| <u>Elen Young</u>  | Adult |
| <u>Wendy Young</u> | Adult |
| _____              | Adult |

**RESERVATION INFORMATION: 50 % of total**

**\$1000.00 ( One thousand Dollars.)**

**Payments made out through PayPal.**

**Owner Name: Lucy Mayer**

**Owner Mailing Address:**

LUCY MAYER— 3540 North Bayhomes Drive, Coconut Grove,  
Fl. 33133.

### **CHECK-IN/CHECK -OUT PROCEDURE**

1. **Check-In.** Check-in time is "noon " on the day Vacationer's scheduled reservation begins. No early check-ins without prior consent of Owners.
2. **Check-Out.** Check-out time is "noon" on the day Vacationer's scheduled reservation ends. Any delay in check-out, without prior consent of Owners shall result in Vacationers being charged additional monies.

### **CANCELLATION POLICY**

**If you need to cancel for any reason after receipt of your reservation, your rental fees cannot be refunded. The total amount is due by Feb . 1, 2010 . If not received by the 1<sup>st</sup> of Feb . the rental will be cancelled and no funds will be returned.**

### **USE AND ENJOYMENT OF UNIT AND PROPERTY**

**Use of Premises.** Vacationers will comply with all local laws, ordinances and community rules regarding the use of the premises. Vacationers will comply with all owner's set rules as follows: No additional guest or pets without the pre-approval

Failure to adhere to these rules will be considered sufficient cause for immediate termination of your stay and all monies paid will be forfeited.

**Occupancy** At no time, shall the occupancy of the vacation rental exceed 3 persons.

**Quiet Enjoyment.** Vacationers shall be entitled to the quiet enjoyment of the rental . Any disturbance resulting in police action, neighborhood complaints or any violation of the rules and regulations is considered sufficient cause for immediate termination of your stay with all monies paid forfeited.

#### **No Smoking in the house**

Smoking is not allowed on the premises. Smoking is only allowed outside.

**Pets.** Only with pre-approval and additional pet fee. **\$200.00**

**Description of animals:** \_\_\_\_\_

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

**Furnishings.** The house is furnished by the Owner. The house is equipped for light housekeeping. All paper goods, cleaning products and linens are the responsibility of the vacationer. The house must be left in clean condition as found. .

**Security Deposit.** A security deposit of \$ 200.00 has been deposited with the Property Owner. The deposit covers any damages to the rental property and its furnishings caused by Vacationers and their guests. Owner may use all or part of the security deposit to repair any damage caused by the Vacationers. Should the damage amount exceed the



by Vacationers and their guests. Owner may use all or part of the security deposit to repair any damage caused by the Vacationers. Should the damage amount exceed the amount of the deposit, the Vacationer remains liable for remaining balance. Key fee will be charged to Vacationers for failure to return any and all Rental Property related keys. These charges shall be deducted from the security deposit.

**Cleaning.** Rental property should be left in the same condition as originally found. Any undue or unreasonable cleaning necessary as a result of the vacationer's stay will result in an additional cleaning charge assessment of \$100.00 per hour, with a one (1) hour service minimum.

Owner's initials: TM Vacationer's initials: gy

### HOLD HARMLESS

Owner attempts to properly maintain the vacation rental. The vacationer agrees to immediately notify the owner of any maintenance problem, so that the situation can be remedied as soon as possible. Owner is not responsible for any inconveniences that may occur for which he has no control. This includes, but is not limited to: power outages, adverse weather conditions, evacuation, construction, mechanical failure such as Air conditioner, Refrigerator, oven, cable television, etc. No refunds will be given for occurrences beyond the owner's control. Owner shall not be held liable for any injuries that may occur to Vacationers or their guests as a result of the acts of said Vacationers and guests. Owner is not responsible for any theft or damage to vacationer's belongings during their stay at the vacation rental.

Upon written or electronic endorsement, vacationers agree that they have read and understood this agreement. The vacationer accepts all terms, conditions, and restrictions without exception.

Glen Young

(Vacationer's name)

ADDRESS: 170 Windy Knoll dr City Berlin, CT  
Zip code 06037

(Telephone number) 860-944-2690

Email: ggyoung@comcast.net

(Vacationer's Signature)

Date: 2/19/2010

(Owner's Name) Lucy Mayer

Date: 2/20/2010

## Vacation Property Rental Agreement

- ☐ ☐ Both the Owner and the Vacationer should read the Agreement.
- ☐ ☐ After careful review, both the Owner and Vacationer should sign the Agreement.

## Vacation Property Rental Agreement for Key West Apartment

This Vacation Property Rental Agreement is for the property located at: 528 Grinnell Street, Key West, Florida 33040 Upstairs 3 bedroom / 1.5 Bathroom Apartment

Please read this agreement in its entirety. Please sign and initial in the marked areas. Return the signed agreement with a reservation deposit. Please keep a record of this agreement for yourself.

**Rental Rate: \$1050.00 /Week Total for 2 weeks \$2100.00**

**Date of Arrival: March 31, 2010. Date of Departure: April 14, 2010 Total: \$2,100.00. An additional \$50.00 for cleaning plus \$200.00 security Deposit.**

### NAME OF GUESTS

*The following vacationers will be staying at the Rental Property*

Total Number of Guests: (4 Adults)

|                       |       |
|-----------------------|-------|
| <u>Tanice Marquez</u> | Adult |
| <u>Maala Kelle</u>    | Adult |
| <u>Josh Adams</u>     | Adult |
| <u>Bowme M. M. M.</u> | Adult |

**RESERVATION INFORMATION: 50 % of total**

**\$1050.00 (Eleven Hundred Fifty Dollars.)**

**Payments made out through PayPal.**

**Owner Name: Lucy Mayer**

**Owner Mailing Address:**

LUCY MAYER- 3540 North Bayshore Drive, Coconut Grove, Fl. 33133.



### CHECK-IN/CHECK -OUT PROCEDURE

1. **Check-In.** Check-in time is "noon" on the day Vacationer's scheduled reservation begins. No early check-ins without prior consent of Owners.
2. **Check-Out.** Check-out time is "noon" on the day Vacationer's scheduled reservation ends. Any delay in check-out, without prior consent of Owners shall result in Vacationers being charged additional monies.

### CANCELLATION POLICY

If you need to cancel for any reason after receipt of your reservation, your rental fees cannot be refunded. The total amount is due by March 1<sup>st</sup> 2010. If not received by the 1<sup>st</sup> of March, the rental will be cancelled and no funds will be returned.

### USE AND ENJOYMENT OF UNIT AND PROPERTY

**Use of Premises.** Vacationers will comply with all local laws, ordinances and community rules regarding the use of the premises. Vacationers will comply with all owner's set rules as follows: No additional guest or pets without the pre-approval

Failure to adhere to these rules will be considered sufficient cause for immediate termination of your stay and all monies paid will be forfeited.

**Occupancy** At no time, shall the occupancy of the vacation rental exceed 3 persons.

**Quiet Enjoyment.** Vacationers shall be entitled to the quiet enjoyment of the rental. Any disturbance resulting in police action, neighborhood complaints or any violation of the rules and regulations, is considered sufficient cause for immediate termination of your stay with all monies paid forfeited.

#### No Smoking in the house

Smoking is not allowed on the premises. Smoking is only allowed outside.

**Pets.** Only with pre-approval and additional pet fee. \$200.00


**Description of animals:** Peterson 23 lbs.


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amount of the deposit, the Vacationer remains liable for remaining balance. Key fee will be charged to Vacationers for failure to return any and all Rental Property related keys. These charges shall be deducted from the security deposit.

**Cleaning.** Rental property should be left in the same condition as originally found. Any undue or unreasonable cleaning necessary as a result of the vacationer's stay will result in an additional cleaning charge assessment of \$100.00 per hour, with a one (1) hour service minimum.

Owner's initials: 

Vacationer's initials: 

### HOLD HARMLESS

Owner attempts to properly maintain the vacation rental. The vacationer agrees to immediately notify the owner of any maintenance problem, so that the situation can be remedied as soon as possible. Owner is not responsible for any inconveniences that may occur for which he has no control. This includes, but is not limited to: power outages, adverse weather conditions, evacuation, construction, mechanical failure such as Air conditioner, Refrigerator, oven, cable, television, etc. No refunds will be given for occurrences beyond the owner's control. Owner shall not be held liable for any injuries that may occur to Vacationers or their guests as a result of the acts of said Vacationers and guests. Owner is not responsible for any theft or damage to vacationer's belongings during their stay at the vacation rental.

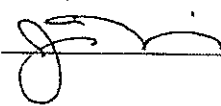
Upon written or electronic endorsement, vacationers agree that they have read and understood this agreement. The vacationer accepts all terms, conditions, and restrictions without exception.

Janice Marquez

(Vacationer's name)

ADDRESS: 170 S.W. 1st St. #2601 City Miami, FL Zip code 33131

(Telephone number) 305-450-2530 Email: janmarquez@yahoo.com

(Vacationer's Signature) 

Date: 3/21/2010

(Owner's Name) Lucy Mayer

(Email Address) lilmayer@earthlink.net

Date: 3/21/2010



## Vacation Property Rental Agreement

- ☐ ☐ Both the Owner and the Vacationer should read the Agreement.
- ☐ ☐ After careful review, both the Owner and Vacationer should sign the Agreement.

## Vacation Property Rental Agreement for Key West Apartment

This Vacation Property Rental Agreement is for the property located at: 528 Grinnell Street, Key West, Florida 33040 Upstairs 3 bedroom / 1.5 Bathroom Apartment

Please read this agreement in its entirety. Please sign and initial in the marked areas. Return the signed agreement with a reservation deposit. Please keep a record of this agreement for yourself.

**Rental Rate: \$2000.00 /Week Total for 2 weeks**

**Date of Arrival: April 16, 2010 Date of Departure: Total: April 28 , 2010 .**

**An additional \$50.00 for cleaning, plus \$200.00 security Deposit.**

### NAME OF GUESTS

*The following vacationers will be staying at the Rental Property*

Total Number of Guests: (3 Adults)

1 Adult  
   Adult  
   Adult

**RESERVATION INFORMATION: 50 % of total**

**\$1000.00 ( One thousand Dollars.)**

**Payments made out through PayPal.**

**Owner Name: Lucy Mayer**

**Owner Mailing Address:**

**LUCY MAYER- 3540 North Bayhomes Drive, Coconut Grove, Fl. 33133.**

### **CHECK-IN/CHECK-OUT PROCEDURE**

1. **Check-In.** Check-in time is "noon" on the day Vacationer's scheduled reservation begins. No early check-ins without prior consent of Owners.

2. **Check-Out.** Check-out time is "noon" on the day Vacationer's scheduled reservation ends. Any delay in check-out, without prior consent of Owners shall result in Vacationers being charged additional monies.

### **CANCELLATION POLICY**

If you need to cancel for any reason after receipt of your reservation, your rental fees cannot be refunded. The total amount is due by March 1<sup>st</sup>, 2010. If not received by the 1<sup>st</sup> of March, the rental will be cancelled and no funds will be returned.

### **USE AND ENJOYMENT OF UNIT AND PROPERTY**

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#### **No Smoking in the house**

Smoking is not allowed on the premises. Smoking is only allowed outside.

**Pets.** Only with pre-approval and additional pet fee. **\$200.00**

**Description of animals:** \_\_\_\_\_

**Furnishings.** The house is furnished by the Owner. The house is equipped for light housekeeping. All paper goods, cleaning products and linens are the responsibility of the vacationer. The house must be left in clean condition as found. .

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**Cleaning.** Rental property should be left in the same condition as originally found. Any undue or unreasonable cleaning necessary as a result of the vacationer's stay will result in an additional cleaning charge assessment of \$100.00 per hour, with a one (1) hour service minimum.

Owner's initials: JM Vacationer's initials: E.B.

### HOLD HARMLESS

Owner attempts to properly maintain the vacation rental. The vacationer agrees to immediately notify the owner of any maintenance problem so that the situation can be remedied as soon as possible. Owner is not responsible for any inconveniences that may occur for which he has no control. This includes, but is not limited to: power outages, adverse weather conditions, evacuation, construction, mechanical failure such as Air conditioner, Refrigerator, oven, cable, television, etc. No refunds will be given for occurrences beyond the owner's control. Owner shall not be held liable for any injuries that may occur to Vacationers or their guests as a result of the acts of said Vacationers and guests. Owner is not responsible for any theft or damage to vacationer's belongings during their stay at the vacation rental.

Upon written or electronic endorsement, vacationers agree that they have read and understood this agreement. The vacationer accepts all terms, conditions, and restrictions without exception.

Eugene Bueno (Vacationer's name) EUGENE BUENO

ADDRESS: 8002 SW 14th Ave - B2B City MIAMI (FL) Zip code 33193

(Telephone number) 786-387-0072 Email: OCEAN1023@GMAIL.COM

(Vacationer's Signature) Eugene Bueno Date: 2/1/2010

(Owner's Name) Lucy Mayer

Lucy Mayer

Date: 2/3/2010

(Email Address) lucymayer@earthlink.net

## Vacation Property Rental Agreement

- ☐ Both the Owner and the Vacationer should read the Agreement.
- ☐ After careful review, both the Owner and Vacationer should sign the Agreement.

## Vacation Property Rental Agreement for Key West Apartment

This Vacation Property Rental Agreement is for the property located at: 528 Grinnell Street, Key West, Florida 33040 Upstairs 3 bedroom / 1.5 Bathroom Apartment

Please read this agreement in its entirety. Please sign and initial in the marked areas. Return the signed agreement with a reservation deposit. Please keep a record of this agreement for yourself.

**Rental Rate: \$1000.00 /Week Total of 17 nights**

**Total \$2400.00**

**Date of Arrival: May 1, 2010 Date of Departure: Total: May 18, 2010 .**

**An additional \$50.00 for cleaning, plus \$200.00 Security Deposit.**

### NAME OF GUESTS

*The following vacationers will be staying at the Rental Property*

Total Number of Guests: (3 Adults)

|                      |       |
|----------------------|-------|
| <u>Yanis P. St.</u>  | Adult |
| <u>Ryenne D. St.</u> | Adult |
| <u>Mylene D. St.</u> | Adult |

**RESERVATION INFORMATION: 50 % of total**

**\$1200.00 ( One thousand Dollars.)**

**Payments made out through PayPal.**

**Owner Name: Lucy Mayer**

**Owner Mailing Address:**

**LUCY MAYER- 3540 North Bayhomes Drive, Coconut Grove, FL. 33133.**



### **CHECK-IN/CHECK -OUT PROCEDURE**

1. **Check-In.** Check-in time is "noon" on the day Vacationer's scheduled reservation begins. No early check-ins without prior consent of Owners.
2. **Check-Out.** Check-out time is "noon" on the day Vacationer's scheduled reservation ends. Any delay in check-out, without prior consent of Owners shall result in Vacationers being charged additional monies.

### **CANCELLATION POLICY**

If you need to cancel for any reason after receipt of your reservation, your rental fees cannot be refunded. The total amount is due by April 1<sup>st</sup>, 2010. If not received by the 1<sup>st</sup> of April, the rental will be cancelled and no funds will be returned.

### **USE AND ENJOYMENT OF UNIT AND PROPERTY**

**Use of Premises.** Vacationers will comply with all local laws, ordinances and community rules regarding the use of the premises. Vacationers will comply with all owner's set rules as follows: No additional guest or pets without the pre-approval

Failure to adhere to these rules will be considered sufficient cause for immediate termination of your stay and all monies paid will be forfeited.

**Occupancy** At no time, shall the occupancy of the vacation rental exceed 3 persons.

**Quiet Enjoyment.** Vacationers shall be entitled to the quiet enjoyment of the rental. Any disturbance resulting in police action, neighborhood complaints or any violation of the rules and regulations is considered sufficient cause for immediate termination of your stay with all monies paid forfeited.

#### **No Smoking in the house**

Smoking is not allowed on the premises. Smoking is only allowed outside.

**Pets.** Only with pre-approval and additional pet fee. \$200.00

**Description of animals:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Furnishings.** The house is furnished by the Owner. The house is equipped for light housekeeping. All paper goods, cleaning products and linens are the responsibility of the vacationer. The house must be left in clean condition as found. .

**Security Deposit.** A security deposit of \$ 200.00 has been deposited with the Property Owner. The deposit covers any damages to the rental property and its furnishings caused

by Vacationers and their guests. Owner may use all or part of the security deposit to repair any damage caused by the Vacationers. Should the damage amount exceed the amount of the deposit, the Vacationer remains liable for remaining balance. Key fee will be charged to Vacationers for failure to return any and all Rental Property related keys. These charges shall be deducted from the security deposit.

**Cleaning.** Rental property should be left in the same condition as originally found. Any undue or unreasonable cleaning necessary as a result of the vacationer's stay will result in an additional cleaning charge assessment of \$100.00 per hour, with a one (1) hour service minimum.

Owner's initials: LP Vacationer's initials: LP

### HOLD HARMLESS

Owner attempts to properly maintain the vacation rental. The vacationer agrees to immediately notify the owner of any maintenance problem, so that the situation can be remedied as soon as possible. Owner is not responsible for any inconveniences that may occur for which he has no control. This includes, but is not limited to power outages, adverse weather conditions, evacuation, construction, mechanical failure such as Air conditioner, Refrigerator, oven, cable, television, etc. No refunds will be given for occurrences beyond the owner's control. Owner shall not be held liable for any injuries that may occur to Vacationers or their guests as a result of the acts of said Vacationers and guests. Owner is not responsible for any theft or damage to vacationer's belongings during their stay at the vacation rental.

Upon written or electronic endorsement, vacationers agree that they have read and understood this agreement. The vacationer accepts all terms, conditions, and restrictions without exception.

Lynne Petit

(Vacationer's name)

ADDRESS: 24 Rue Saint Jacques City Paris Zip code 75005

(Telephone number) 33 5310 2809

Email: LynnePetit30@gmail.com

(Vacationer's Signature)

Date: 1st April, 2010

(Owner's Name) Lucy Mayer

(Email Address) lm Mayer@earthlink.net

Date: April 10, 2010

Account : 2122931 32 LUCIA ALVARIDO MAYER      528      GRINNELL ST      UP      KEY WEST

Cycle : 2      Address 1 : 15730 OLD STATE RD 4A

Route : 12      City/State : SUGARLOAF KEY      FL

Walk : 3850      Zip Code : 33042

| Date       | Source | Journal No | ACCOUNTS RECEIVABLE Amount | Description            | Balance |
|------------|--------|------------|----------------------------|------------------------|---------|
| 06/22/2011 | EC     | 23942      | -326.30                    | BALANCE TRANSFER       | 0.00    |
| 05/13/2011 | BJ     | 25118      | 13.62                      | REGULAR BILLING        | 326.30  |
| 05/10/2011 | BJ     | 25109      | 5.82                       | PENALTY CHARGE         | 312.68  |
| 05/10/2011 | BJ     | 25109      | 190.54                     | REGULAR BILLING        | 306.86  |
| 04/21/2011 | CR     | 38192      | -201.92                    | WEB CREDITCARD PAYMENT | 116.32  |
| 04/11/2011 | BJ     | 25017      | 10.10                      | PENALTY CHARGE         | 318.24  |
| 04/11/2011 | BJ     | 25017      | 106.22                     | REGULAR BILLING        | 308.14  |
| 03/09/2011 | BJ     | 24942      | 4.77                       | PENALTY CHARGE         | 201.92  |
| 03/09/2011 | BJ     | 24942      | 101.69                     | REGULAR BILLING        | 197.15  |
| 02/10/2011 | CR     | 37622      | -122.00                    | WEB CREDITCARD PAYMENT | 95.46   |
| 02/09/2011 | BJ     | 24868      | 5.81                       | PENALTY CHARGE         | 217.53  |
| 02/09/2011 | BJ     | 24868      | 95.46                      | REGULAR BILLING        | 211.72  |
| 01/11/2011 | BJ     | 24795      | 1.28                       | PENALTY CHARGE         | 116.26  |
| 01/11/2011 | BJ     | 24795      | 89.35                      | REGULAR BILLING        | 114.98  |
| 12/09/2010 | BJ     | 24712      | 25.63                      | REGULAR BILLING        | 25.63   |
| 12/02/2010 | CR     | 37065      | 0.00                       | CHECK PYMT-THANK YOU!  | 0.00    |
| 11/09/2010 | BJ     | 24622      | 2.22                       | PENALTY CHARGE         | 73.53   |
| 11/09/2010 | BJ     | 24622      | 6.85                       | REGULAR BILLING        | 71.31   |
| 10/26/2010 | CR     | 36760      | -59.34                     | CHECK PYMT-THANK YOU!  | 44.46   |
| 10/12/2010 | BJ     | 24531      | 2.27                       | PENALTY CHARGE         | 103.80  |
| 10/12/2010 | BJ     | 24531      | 41.77                      | REGULAR BILLING        | 100.83  |
| 09/23/2010 | CR     | 36506      | -172.60                    | CHECK PYMT-THANK YOU!  | 59.34   |
| 09/09/2010 | BJ     | 24447      | 8.63                       | PENALTY CHARGE         | 231.94  |
| 09/09/2010 | BJ     | 24447      | 50.71                      | REGULAR BILLING        | 223.31  |
| 09/07/2010 | CR     | 36361      | -75.00                     | LOCKBOX CHECK PAYMENT  | 172.60  |
| 08/10/2010 | BJ     | 24358      | 9.32                       | PENALTY CHARGE         | 247.60  |
| 08/10/2010 | BJ     | 24358      | 51.93                      | REGULAR BILLING        | 238.28  |
| 08/02/2010 | CR     | 36000      | -141.78                    | CHECK PYMT-THANK YOU!  | 186.35  |
| 07/09/2010 | BJ     | 24273      | 7.09                       | PENALTY CHARGE         | 328.13  |
| 07/09/2010 | BJ     | 24273      | 179.26                     | REGULAR BILLING        | 321.04  |
| 06/28/2010 | CR     | 35792      | -135.01                    | CHECK PYMT-THANK YOU!  | 141.78  |
| 06/09/2010 | BJ     | 24187      | 6.75                       | PENALTY CHARGE         | 276.79  |
| 06/09/2010 | BJ     | 24187      | 135.03                     | REGULAR BILLING        | 270.04  |
| 05/19/2010 | CR     | 35408      | -106.68                    | CHECK PYMT-THANK YOU!  | 135.01  |
| 05/11/2010 | BJ     | 24008      | 5.33                       | PENALTY CHARGE         | 241.69  |
| 05/11/2010 | BJ     | 24008      | 129.68                     | REGULAR BILLING        | 236.36  |
| 04/27/2010 | CR     | 35268      | -165.10                    | CHECK PYMT-THANK YOU!  | 106.68  |
| 04/09/2010 | BJ     | 24009      | 8.26                       | PENALTY CHARGE         | 271.78  |
| 04/09/2010 | BJ     | 24009      | 98.42                      | REGULAR BILLING        | 263.52  |
| 03/15/2010 | CR     | 34883      | -130.00                    | LOCKBOX CHECK PAYMENT  | 165.10  |
| 03/09/2010 | BJ     | 23924      | 5.80                       | PENALTY CHARGE         | 295.10  |
| 03/09/2010 | BJ     | 23924      | 173.24                     | REGULAR BILLING        | 289.30  |
| 02/09/2010 | BJ     | 23845      | 160.54                     | REGULAR BILLING        | 116.06  |
| 01/22/2010 | CR     | 34422      | -177.61                    | LOCKBOX CHECK PAYMENT  | -44.48  |
| 01/11/2010 | BJ     | 23754      | 0.24                       | PENALTY CHARGE         | 133.13  |
| 01/11/2010 | BJ     | 23754      | 128.13                     | REGULAR BILLING        | 132.89  |
| 12/14/2009 | CR     | 34081      | -295.00                    | LOCKBOX CHECK PAYMENT  | 4.76    |
| 12/09/2009 | BJ     | 23669      | 6.11                       | PENALTY CHARGE         | 299.76  |
| 12/09/2009 | BJ     | 23669      | 171.50                     | REGULAR BILLING        | 293.65  |
| 11/30/2009 | CR     | 33957      | -53.06                     | WEB CHECK PAYMENT      | 122.15  |
| 11/17/2009 | CR     | 33866      | -150.00                    | LOCKBOX CHECK PAYMENT  | 175.21  |
| 11/10/2009 | BJ     | 23582      | 10.15                      | PENALTY CHARGE         | 325.21  |



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3 bedrooms / 1.5 bath in Old Town Key West

Key West, FL, United States



Entire home/apt

4 Guests

3 Bedrooms

3 Beds

**\$275** per night

Check In

mm/dd/yyyy

Check Out

mm/dd/yyyy

Guests

1 guest

**Exhibit Q**

You won't be charged yet

**About this listing**

Beautiful Upstairs Unit with 3 bedroom and 1.5 baths . Available by the week.

**The space**

This is a large 3 bedroom 1.5 bathroom house. One queen size bed , One double. 60" plasma tv in Family room. Each bedroom has a 50" plasma tv. Large kitchen It is in Old town Key West with walking distance of Duval. They must be able to care for our pets. We have three cats. We will leave food for them and instructions on feeding. All utilities are covered with the rental amount. Which includes, cable, high speed internet , electric and water. This is available by the week

[+ More](#)

## Contact host

## The space

Accommodates: 4

Bathrooms: 1.5

Bedrooms: 3

Beds: 3

Pet Owner: Dog(s), cat(s), and other pet(s)

Property type: Vacation home (/s/Key-West--FL?type=vacation+home)

Room type: Entire home/apt

## House Rules

## Amenities

 Wireless Internet Kitchen

+ More

Elevator

Pets allowed

Internet

Buzzer/wireless intercom

Doorman

Family/kid-friendly

Free parking on premises

Indoor fireplace

Wheelchair accessible

Breakfast

 Wireless Internet

Gym

 Kitchen

Smoking allowed

Hot tub

## Family amenities

Baby bath

Baby monitor

Babysitter recommendations

Bathtub


Changing table

Children's books and toys

Children's dinnerware

Crib

Fireplace guards

 Cable TV Dryer

Suitable for events

Laptop-friendly workspace

Pool

Hair dryer

 Cable TV

Iron

 Dryer TV

Hangers

 Washer Heating Air conditioning Essentials

Private entrance

Game console

High chair

Outlet covers

Pack 'n Play/travel crib

Room-darkening shades

Stair gates

Table corner guards

Window guards

## Prices

Extra people: No Charge

Cleaning Fee: \$100

Security Deposit: \$500

Always communicate through Airbnb

To protect your payment, never transfer money or communicate outside of the Airbnb website or app. [Learn more \(/help/article/199\)](/help/article/199)

## Sleeping arrangements



Bedroom 1

1 queen bed, 1 double bed, 1 single bed

## House Rules

6/22/2017

3 bedrooms / 1.5 bath in Old Town Key West - Vacation homes for Rent in Key West, Florida, United States

NO PARTIES ! It is a quiet area.

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Cancellations  
Strict

Cancel up to 7 days before your trip and get a 50% refund plus service fees back.

[View details \(/home/cancellation\\_policies#strict\)](/home/cancellation_policies#strict)

Availability  
5 nights minimum stay  
[View calendar](#)

This place would love your review

This host has 3 reviews for other properties.

[View other reviews \(/users/show/1257062\)](/users/show/1257062)

Hosted by Lucia (/users/show/1257062)

Florida, United States · Joined in October 2011

10 Reviews

[\(/users/show/1257062#reviews\)](/users/show/1257062#reviews)



Verified

Our party is my husband, 57 , myself 52 and daughter 26 and my son 21 years old. Much Thanks

+ More

Contact host



[\(/users/show/1257062\)](/users/show/1257062)

### The neighborhood

**Location** · Lucia's home is located in Key West, (/s/Key-West--FL) Florida, (/s/Florida--United-States) United States (/s/United-States). It's 3 miles from Key West International Airport.

Old Town is the best area in Key West. Within walking distance of every thing.

### Getting around

Walk to all the places in Old town.

+ More

[Open map](#)