

APPLICATION



DEVELOPMENT PLAN AND CONDITIONAL USE APPLICATION

CITY OF KEY WEST, FLORIDA • PLANNING DEPARTMENT

Address: 1300 White Street • Key West, Florida 33040

Phone: 305-809-3764

Website: www.cityofkeywest-fl.gov

Fees listed below include a \$358.87 advertising/noticing fee and a \$127.63 fire review fee where applicable. Any Major or Minor Development Plan returned to the Planning Board after initial approval will require a new application fee equivalent to one-half of the current fee schedule

Development Plan and Conditional Use application fee schedule

Minor Development Plan	
Within Historic District Total Application Fee	\$ 3,932.46
Outside Historic District Total Application Fee	\$ 3,166.69
Conditional Use Total Application Fee	\$ 1,403.91
Extension Total Application Fee	\$ 1,124.64
Major Development Plan Total Application Fee	\$ 5,208.74
Conditional Use Total Application Fee	\$ 1,403.91
Extension Total Application Fee	\$ 1,124.64
Administrative Modification Fee	\$ 926.10
	\$ 1,765.38
	\$ 2,981.18
Conditional Use (not part of a development plan) Total Application Fee	\$ 3,677.20
Extension (not part of a development plan) Total Application Fee	\$ 1,124.64
Revision or Addition (not part of a development plan) Fee	\$ 2,801.75

Applications will not be accepted unless complete

Major Development Plan	<u>Conditional Use</u>	<u>Historic District</u>
	_____	Yes _____
X		No _____

- 1) Site Address: 3201 Flagler Avenue Key West FL 33040
- 2) Name of Applicant: Audrey M. Perry
- 3) Applicant is:
Property Owner: _____
Authorized Representative: X _____
(attached Authorization and Verification Forms must be completed)
- 4) Address of Applicant: 221 Simonton St. Key West FL 33040
- 5) Applicant's Phone #: 305-294-0252 Email: audrey@oropezastonescardenas.com
- 6) Email Address: audrey@oropezastonescardenas.com
- 7) Name of Owner, if different than above: FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC
- 8) Address of Owner: 6 Azalea Dr. Key West FL 33040

- 9) Owner Phone #: 305-294-0252 Email: audrey@oropezastonescardenas.com
- 10) Zoning District of Parcel: CL RE# 00052870-000100
- 11) Is Subject Property located within the Historic District? Yes _____ No X
If Yes: Date of approval _____
HARC approval # _____
OR: Date of meeting _____
- 12) Description of Proposed Development and Use. Please be specific, list existing and proposed buildings and uses, number of dwelling units, parking, restaurant seats, vehicles proposed, etc. If there is more than one use, describe in detail the nature of each use (Give concise description here and use a separate sheet if necessary).

The proposed project involves the redevelopment of the Property which was involuntarily destroyed by fire. The Property is situated within the Limited Commercial (CL) zoning district and consists of approximately 30,677.64 square feet (or 0.7042 acres). Prior to the fire, the site was developed with a legally established mixed-use configuration, containing both residential and commercial units.

- 13) Has subject Property received any variance(s)? Yes _____ No X
If Yes: Date of approval _____ Resolution # _____
Attach resolution(s).
- 14) Are there any easements, deed restrictions or other encumbrances on the subject property?
Yes X No _____
If Yes, describe and attach relevant documents.

The Declaration of Condominium for FLAGLER CENTER III CONDOMINIUM ASSOCIATION INC.

- A. For both *Conditional Uses* and *Development Plans*, provide the information requested from the attached **Conditional Use and Development Plan** sheet.
- B. For *Conditional Uses* only, also include the **Conditional Use Criteria** required under Chapter 122, Article III, Sections 122-61 and 122-62 of the Land Development Regulations (see attached copy of criteria).
- C. For *Major Development Plans* only, also provide the **Development Plan Submission Materials** required under Chapter 108, Article II, Division 7, Sections 108-226 through 108-248 of the Land Development Regulations (see attached copy of criteria) and any additional information as determined by the Planning Staff.
- D. For both *Conditional Uses* and *Development Plans*, one set of plans MUST be signed & sealed by an Engineer or Architect.

Please note, development plan and conditional use approvals are quasi-judicial hearings, and it is improper to speak to a Planning Board member or City Commissioner about the project outside of the hearing.

Required Plans and Related Materials for both a Conditional Use and Minor/Major Development Plan

I. Existing Conditions.

- A) Recent Survey of the site by a licensed Surveyor (Survey must be within 10 years from submittal date of this application) showing all dimensions including distances from property lines, and including:
- 1) Size of site;
 - 2) Buildings, structures, and parking;
 - 3) FEMA Flood Zone;
 - 4) Topography;
 - 5) Easements; and
 - 6) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
- B) Existing size, type and location of trees, hedges, and other features.
- C) Existing stormwater retention areas and drainage flows.
- D) A sketch showing adjacent land uses, buildings, and driveways.

II. Proposed Development: Plans at 11" X 17" (10,000 Sq. ft. or less); 24" X 36" if site is over 10,000 sq. ft.

- A) Site Plan to scale of with north arrow and dimensions by a licensed architect or engineer.
- 1) Buildings
 - 2) Setbacks
 - 3) Parking:
 - a. Number, location and size of automobile and bicycle spaces
 - b. Handicapped spaces
 - c. Curbs or wheel stops around landscaping
 - d. Type of pavement
 - 4) Driveway dimensions and material
 - 5) Location of Utility Lines (sewer, water, electric, cable) adjacent and extending into the site.
 - 6) Location of garbage and recycling
 - 7) Signs
 - 8) Lighting
 - 8) Project Statistics:
 - a. Zoning
 - b. Size of site
 - c. Number of units (or units and Licenses)
 - d. If non-residential, floor area & proposed floor area ratio
 - e. Consumption area of restaurants & bars
 - f. Open space area and open space ratio
 - g. Impermeable surface area and impermeable surface ratio
 - h. Number of automobile and bicycle spaces required and proposed
- B) Building Elevations
- 1) Drawings of all building from every direction. If the project is in the Historic District, please submit HARC approved site plans.
 - 2) Height of building.
 - 3) Finished floor elevations and bottom of first horizontal structure
 - 4) Height of existing and proposed grades
- C) Drainage Plan: Existing & Proposed retention areas and calculations approved by the City Engineer. See one of the attached commercial and residential use Stormwater Retention Forms.
- D) Landscape Plan: Size, type, location and number of plants to be removed, kept, and installed. The plan must be approved by the City Landscape Coordinator through a letter of approval. If the project is a Major Development Plan a landscape design prepared by a licensed Landscape Architect is required per Section 108-511(b) of the Land Development Regulations.

- III. **Solutions Statement.** Aspects of the design that address community issues including but not limited to water pollution from stormwater runoff, potable water conservation, waste disposal, recycling, energy conservation, affordable housing, and impacts on neighbors such as lighting, noise, traffic and parking.

Development Plan Submission Materials

Sec. 108-226. Scope.

A development plan, for the purposes of this division, shall include but not necessarily be limited to the requirements in this division. With the exception of sections 108-227 through 108-229, the city planner may waive or modify requirements, information and specific performance criteria for development plan review after rendering a finding in writing that such requirements:

- (1) Are not necessary prior to development plan approval in order to protect the public interest or adjacent properties.
- (2) Bear no relationship to the proposed project or its impacts; and
- (3) Are found to be impractical based on the characteristics of the use, including the proposed scale, density/intensity, and anticipated impacts on the environment, public facilities and adjacent land uses.

Sec. 108-227. Title block.

The development plan shall contain the following pertaining to the title block:

- (1) Name of development.
- (2) Name of owner/developer.
- (3) Scale.
- (4) North arrow.
- (5) Preparation and revision date.
- (6) Location/street address of development.

Sec. 108-228. Identification of key persons.

The development plan shall contain the following pertaining to identification of key persons:

- (1) Owner.
- (2) Owner's authorized agent.
- (3) Engineer and architect.
- (4) Surveyor.
- (5) Landscape architect and/or environmental consultant.
- (6) Others involved in the application.
- (7) A verified statement showing each and every individual person having a legal and/or equitable ownership interest in the subject property, except publicly held corporations whose stock is traded on a nationally recognized stock exchange, in which case the names and addresses of the corporation and principal executive officers together with any majority stockholders will be sufficient.

Sec. 108-229. Project description.

Project description should be included on the site plan sheet. The development plan shall contain the following pertaining to the project description:

- (1) Zoning (include any special districts).
- (2) Project site size (acreage and/or square footage).
- (3) Legal description.
- (4) Building size.
- (5) Floor area ratio permitted and proposed.
- (6) Lot coverage permitted and proposed.
- (7) Impervious surface.
- (8) Pervious surface.
- (9) Landscape areas.
- (10) Parking spaces permitted and proposed.
- (11) Delineation of location of existing and proposed structures.
- (12) Existing and proposed development type denoted by land use including density/intensity.
- (13) Setbacks.

Sec. 108-230. Other project information.

A general outline of the proposed development shall include the following criteria where applicable:

- (1) Proposed stages or phases of development or operation and facility utilization.
- (2) Target dates for each phase.
- (3) Expected date of completion.
- (4) Proposed development plan for the site.
- (5) A written description of characteristics of the proposed development (i.e., number and type of residential units; floor area by land use; number of tourist accommodations units; seating or parking capacities; number of hospitalbeds; any proposed outside facilities or areas to be used for storage, display, outside sales, waste disposal or similar use; and any other proposed uses).
- (6) For planned unit developments, indicate design techniques (i.e., clustering, zero lot line, or other techniques) used to reduce public facility costs, reduce disturbance of natural resources, and preserve scenic quality of the site.
- (7) Buildings and siting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations.
- (8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas.

Sec. 108-231. Residential developments.

- (a) If the development includes residential units, the following characteristics shall be discussed in the written description:
 - (1) A breakdown of the proposed residential units by number of bedrooms.
 - (2) Tenure (i.e., owner-occupied or rental); and
 - (3) Structure type, such as single-family, duplex, multiple-family, mobile home.
- (b) Refer to division 10 of article V of chapter 122 for information and legal instruments needed to satisfy the city's affordable housing requirements.

Sec. 108-232. Intergovernmental coordination.

The development plan shall contain the following pertaining to intergovernmental coordination:

- (1) Provide proof of coordination with applicable local, regional, state and federal agencies, including but not limited to the following agencies that will be involved in the project:
 - a. South Florida Regional Planning Council (SFRPC).
 - b. City electric system (CES).
 - c. State department of environmental protection (DEP).
 - d. Army Corps of Engineers (ACOE).
 - e. South Florida Water Management District (SFWMD).
 - f. State department of transportation (DOT).
 - g. State department of community affairs (DCA).
 - h. Florida Keys Aqueduct Authority (FKAA).
 - i. State fish and wildlife conservation commission (F&GC).
 - j. The county.
- (2) Provide evidence that any necessary permit, lease or other permission from applicable local, regional, state and federal agencies has been obtained for any activity that will impact wetland communities or submerged land.
- (3) When intergovernmental coordination efforts are incomplete, the applicant shall provide evidence of good faith efforts towards resolving intergovernmental coordination issues.

CONDITIONAL USE CRITERIA

Sec. 122-61. Purpose and intent

The purpose of this article is to ensure that a conditional use shall only be permitted on specific sites where the proposed use may be adequately accommodated without generating adverse impacts on properties and land uses within the immediate vicinity. This article sets forth provisions and criteria for consideration of conditional uses on specific sites. Conditional uses shall be permitted only upon a finding that the proposed use satisfies this article.

Sec. 122-62. Specific criteria for approval.

- (a) Findings. A conditional use shall be permitted upon a finding by the planning board that the proposed use, application and, if applicable, development plan complies with the criteria specified in this section, including specific conditions established by the planning board and or the city commission during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations. If the proposed conditional use is a major development pursuant to sections 108-165 and 108-166, the city commission shall render the final determination pursuant to section 122-63. A conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public's interest. An application for a conditional use shall describe how the specific land use characteristics proposed meet the criteria described in subsection (c) of this section and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity.
- (b) Characteristics of use described. The following characteristics of a proposed conditional use shall be clearly described as part of the conditional use application:
- (1) Scale and intensity of the proposed conditional use as measured by the following:
 - a. Floor area ratio;
 - b. Traffic generation;
 - c. Square feet of enclosed building for each specific use;
 - d. Proposed employment;
 - e. Proposed number and type of service vehicles; and
 - f. Off-street parking needs.
 - (2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection (b)(1) of this section including the following:
 - a. Utilities;
 - b. Public facilities, especially any improvements required to ensure compliance with concurrency management as provided in chapter 94;
 - c. Roadway or signalization improvements, or other similar improvements;
 - d. Accessory structures or facilities; and
 - e. Other unique facilities/structures proposed as part of site improvements.
 - (3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:
 - a. Open space;
 - b. Setbacks from adjacent properties;
 - c. Screening and buffers;
 - d. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and
 - e. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts
- (c) Criteria for conditional use review and approval. Applications for a conditional use shall clearly demonstrate the following:
- (1) Land use compatibility. The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.
 - (2) Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use. The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure (i.e., refer to chapter 94 to ensure concurrency management requirements are met) and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

- (3) Proper use of mitigative techniques. The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.
- (4) Hazardous waste. The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.
- (5) Compliance with applicable laws and ordinances. A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.
- (6) Additional criteria applicable to specific land uses. Applicants for conditional use approval shall demonstrate that the proposed conditional use satisfies the following specific criteria designed to ensure against potential adverse impacts which may be associated with the proposed land use:
 - a. Land uses within a conservation area. Land uses in conservation areas shall be reviewed with emphasis on compliance with section 108-1 and articles III, IV, V, VII and VIII of chapter 110 pertaining to environmental protection, especially compliance with criteria, including land use compatibility and mitigative measures related to wetland preservation, coastal resource impact analysis and shoreline protection, protection of marine life and fisheries, protection of flora and fauna, and floodplain protection. The size, scale and design of structures located within a conservation area shall be restricted in order to prevent and/or minimize adverse impacts on natural resources. Similarly, public uses should only be approved within a wetland or coastal high hazard area V zone when alternative upland locations are not feasible on an upland site outside the V zone.
 - b. Residential development. Residential development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting setbacks, lot coverage, height, mass of building, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles III, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, internal circulation, and off-street parking; as well as possible required mitigative measures such as landscaping and site design amenities.
 - c. Commercial or mixed-use development. Commercial or mixed-use development proposed as a conditional use shall be reviewed for land use compatibility based on compliance with divisions 2 through 14 of article IV and divisions 2 and 3 of article V of this chapter pertaining to zoning district regulations, including size and dimension regulations impacting floor area ratio, setbacks, lot coverage, height, mass of buildings, building coverage, and open space criteria. Land use compatibility also shall be measured by appearance, design, and land use compatibility criteria established in chapter 102; articles I, II, IV and V of chapter 108; section 108-956; and article II of chapter 110; especially protection of historic resources; subdivision of land; access, pedestrian access and circulation; internal vehicular circulation together with access and egress to the site, and off-street parking; as well as possible required mitigative measures such as landscaping, buffering, and other site design amenities. Where commercial or mixed-use development is proposed as a conditional use adjacent to U.S. 1, the development shall be required to provide mitigative measures to avoid potential adverse impacts to traffic flow along the U.S. 1 corridor, including but not limited to restrictions on access from and egress to U.S. 1, providing for signalization, acceleration and deceleration lanes, and/or other appropriate mitigative measures.
 - d. Development within or adjacent to historic district. All development proposed as a conditional use within or

adjacent to the historic district shall be reviewed based on applicable criteria stated in this section for residential, commercial, or mixed use development and shall also comply with appearance and design guidelines for historic structures and contributing structures and/or shall be required to provide special mitigative site and structural appearance and design attributes or amenities that reinforce the appearance, historic attributes, and amenities of structures within the historic district.

- e. Public facilities or institutional development. Public facilities or other institutional development proposed as a conditional use shall be reviewed based on land use compatibility and design criteria established for commercial and mixed-use development. In addition, the city shall analyze the proposed site location and design attributes relative to other available sites and the comparative merits of the proposed site, considering professionally accepted principles and standards for the design and location of similar community facilities and public infrastructure. The city shall also consider compliance with relevant comprehensive plan assessments of community facility and infrastructure needs and location impacts relative to service area deficiencies or improvement needs.
- f. Commercial structures uses and related activities within tidal waters. The criteria for commercial structures, uses and related activities within tidal waters are as provided in section 122-1186.
- g. Adult entertainment establishments. The criteria for adult entertainment establishments are as provided in division 12 of article V of this chapter.

DEVELOPMENT PLAN/CONDITIONAL USE CRITERIA
Pursuant to Section 108 of the Code of Ordinances

3201 Flagler Avenue Key West FL 33040.

The structure contains 14 recognized residential units and 12 commercial units, each of which occupies its own parcel.

Commercial Units:

Parcel ID#	Address
00052870-000301	3201 Flagler Ave Unit 501 Key West
00052870-000302	3201 Flagler Ave Unit 502 Key West
00052870-000303	3201 Flagler Ave Unit 503 Key West
00052870-000305	3201 Flagler Ave Unit 505 Key West
00052870-000306	3201 Flagler Ave Unit 506 Key West
00052870-000307	3201 Flagler Ave Unit 507 Key West
00052870-000309	3201 Flagler Ave Unit 509 Key West
00052870-000310	3201 Flagler Ave Unit 510 Key West
00052870-000311	3201 Flagler Ave Unit 511 Key West
00052870-000312	3201 Flagler Ave Unit 512 Key West
00052870-000313	3201 Flagler Ave Unit 513 Key West
00052870-000314	3201 Flagler Ave Unit 514 Key West

Residential Units:

Parcel ID#	Address	Recognized Dwelling Units
00052870-000315	3201 Flagler Ave Unit 601 Key West	1
00052870-000316	3201 Flagler Ave Unit 602 Key West	1
00052870-000317	3201 Flagler Ave Unit 603 Key West	1
00052870-000318	3201 Flagler Ave Unit 604 Key West	1
00052870-000319	3201 Flagler Ave Unit 605 Key West	1
00052870-000320	3201 Flagler Ave Unit 606 Key West	1
00052870-000321	3201 Flagler Ave Unit 607 Key West	1
00052870-000322	3201 Flagler Ave Unit 608 Key West	1
00052870-000323	3201 Flagler Ave Unit 609 Key West	1
00052870-000324	3201 Flagler Ave Unit 610 Key West	1
00052870-000325	3201 Flagler Ave Unit 611 Key West	1
00052870-000326	3201 Flagler Ave Unit 612 Key West	1
00052870-000327	3201 Flagler Ave Unit 613 Key West	1

00052870-000328	3201 Flagler Ave Unit 614 Key West	1
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Sec. 108-227. Title Block:

- a. Name of Development: Flagler Center
- b. Name of Owner: FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC.
- c. Name of Developer: FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC.
- d. Scale: 1" = 40'
- e. North Arrow: As identified on the site plan
- f. Preparation/Revision Date:

Section 108-228. Identification of Key Persons:

- a. Owners: FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC.
- b. Owner's Authorized Agent: Oropeza, Stones & Cardenas, PLLC
- c. Project Manager: Northstar Engineering
- d. Engineer: Northstar Engineering
- e. Architect: Northstar Engineering
- f. Surveyor: Florida Keys Land Surveying, Inc.
- g. Landscape Architect: NA
- h. Irrigation: NA
- i. Water Feature Consultant: NA
- g. The undersigned certifies that all individuals/entities with a legal and equitable interest in the Property are as follows:
FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC.

Sec. 108-229. Project Description

The proposed project involves the redevelopment of the Property which was involuntarily destroyed by fire. The Property is situated within the Limited Commercial (CL) zoning district and consists of approximately 30,677.64 square feet (or 0.7042 acres). Prior to the fire, the site was developed with a legally established mixed-use configuration, containing both residential and commercial units.

Pursuant to Section 122-28 "dwelling units involuntarily destroyed do not require a variance to be reconstructed or replaced." Likewise "for a proposed reconstruction ore replacement of a property without dwelling units, where the property is either a nonconforming use or noncomplying building or structure, (i) if the property is involuntarily destroyed, reconstruction or replacement does not require a variance." Additionally, under Section 122-32 "as structure or site improvement may be altered without the need for a variance if the alteration decreases the respective noncompliance."

While the Code is clear that the proposed building can be rebuilt as of right, without the need for any variance or development approval, the Applicant, in an effort to work collaboratively with the City has submitted this application along with the accompanying variance and landscape waiver applications as an alternative to litigation. It is note worthy that pursuant to Section 90-391 of the Code "an owner or his authorized agent may request a variance from the land development regulations as provided in this division." The only items not permitted to seek a variance are set forth in Section 90-394 as follows:

The planning board shall not grant a variance to permit a use not permitted by right or as a conditional use in the zoning district involved or any use expressly or by implication prohibited by the terms of the ordinance in the zoning district. No nonconforming use of neighboring lands, structures, or buildings in the same zoning district and no permitted use of lands, structures, or buildings in other zoning districts shall be considered grounds for the authorization of a variance. No variance shall be granted that increases or has the effect of increasing density or intensity of a use beyond that permitted by the comprehensive plan or these LDRs.

As such, any requirement set forth in the Land Development Code, other than as prohibited in Section 90-394 above, is available for variance relief. This means, that regulations as to landscaping, stormwater and pervious/impervious are all available for variance relief without the necessity for approval by the tree commission or any department of the City. Such decision making authority lies solely with the City Planning Board as set forth in Section 90-391 which states the "Planning board shall have the quasi-judicial power necessary to grant such variances that will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the land development regulations would result in unnecessary hardship."

The Applicant is authorized to reconstruct fourteen (14) single-family residential dwelling units and twelve (12) commercial units, consistent with Section 122-28 of the City of Key West Code, the proposed redevelopment seeks to rebuild within the previously existing three-dimensional building envelope and restore the preexisting legally nonconforming intensity without increasing nonconformities. In keeping with current standards and community goals, the redevelopment will include a total upgrade in fire protection, life-safety systems, and overall code compliance where feasible.

- (1) Zoning: CL
- (2) Project site size (acreage and/or square footage): 30,677.64 square feet (or 0.7042 acres)
- (3) Legal description.

A parcel of land in Block 7 according to KEY WEST FOUNDATION CO. 'S PLAT NO. 1, recorded in Plat Book 1, at Page 155 of the Public Records of Monroe County, Florida; said parcel being described as follows:

COMMENCE at the Southeast corner of Lot 1 of the said Block 7 and run thence Westerly along the Southerly boundary line of said Block 7 for a distance of 337.9 feet to the Point of Beginning; thence continue in a Westerly direction along the said Southerly boundary line of Block 7 for a distance of 259.98 feet to the Southwesterly corner of the said Block 7; thence in a Northerly direction along the Westerly boundary line of the said Block 7 for a distance of 118.0 feet; thence in an Easterly direction parallel with the Southerly boundary line of the said Block 7 for a distance of 259, 98 feet; thence in a Southerly direction parallel with the Westerly boundary line of the said Block 7 for a distance of 118.0 feet back to the Point of Beginning.

- (4) Building size.

14,262 SQ. FT.

- (5) Floor area ratio, permitted and proposed.

Permitted: 0.8 (24,541 SF)

Existing FAR 21,230 SF

Proposed FAR 21,210 SF

(6) Lot coverage, permitted and proposed.

Permitted: 40% MAX (12,270 SF)

Proposed: 46.5% 14,262 SQ. FT.

(7) Impervious surface.

30,222 SQ. FT. 98.5%

(8) Pervious surface.

455 SQ. FT. 1.5%

(9) Landscape areas.

455 SQ. FT.

(10) Parking spaces, permitted and proposed.

48 total parking spaces , 2 handicap

Residential Permitted: 28

Commercial Permitted: 35

Combined Permitted: 63

Combined Proposed: 48

(11) Delineation of location of existing and proposed structures.

Please see the provided survey and site plans for exact locations to rebuild the existing and proposed structures.

(12) Existing and proposed development type denoted by land use including density/intensity.

Limited Commercial.

(13) Setbacks.

Front: 29'-8"

Street Side: 9'-8"

Side: 46'-1"

Rear: 16'-2"

Sec. 108-230. Other Project Information:

(1) Proposed stages or phases of development or operation and facility utilization – single phase.

(2) Target dates for each phase. Two years from commencement of construction.

(3) Expected date of completion. Two years from commencement of construction.

- (4) Proposed development plan for the site. Attached.
- (5) A written description of characteristics of the proposed development:
 - a. The proposed redevelopment involves the reconstruction of a previously existing multifamily/use building that was involuntarily destroyed by fire. The project restores the structure to its original scale, footprint, and intensity in accordance with Section 122-28 of the City Code, which allows for such reconstruction without the need for new variances when no increase in nonconformity occurs. While the redevelopment does not increase density or site intensity, it includes significant upgrades to modern safety and building standard
- (6) For planned unit developments, indicate design techniques (i.e., clustering, zero lot line, or other techniques) used to reduce public facility costs, reduce disturbance of natural resources, and preserve scenic quality of the site. N/A
- (7) Buildings and sitting specifications which shall be utilized to reduce damage potential and to comply with federal flood insurance regulations. The building is being dry flood proofed.
- (8) Protection against encroachment together with proposed mitigation measures to be employed within environmentally sensitive areas. N/A

Sec. 108-231. - Residential developments.

- (a) If the development includes residential units, the following characteristics shall be discussed in the written description:
 - (1) A breakdown of the proposed residential units by number of bedrooms – NA as the units are individually owned condominiums.
 - (2) Tenure (i.e., owner-occupied or rental) – mixture of both.
 - (3) Structure type – condominium.

(b) Refer to division 10 of article V of chapter 122 for information and legal instruments needed to satisfy the city's affordable housing requirements. N/A

Sec. 108-232. Intergovernmental coordination:

The development plan shall contain the following pertaining to intergovernmental coordination:

- (1) Provide proof of coordination with applicable local, regional, state and federal agencies, including but not limited to the following agencies, that will be involved in the project:
 - a. South Florida Regional Planning Council (SFRPC). N/A.
 - b. City Electric System (CES). All coordination regarding electrical service will be completed with Keys Energy.

- c. State department of environmental protection (DEP). N/A.
- d. Army Corps of Engineers (ACOE). N/A.
- e. South Florida Water Management District (SFWMD). N/A.
- f. State Department of Transportation (DOT). Curb cuts are already existing and will be maintained.
- g. State Department of Commerce. All coordination with DC will be completed as part of the City of Key West development process.
- h. Florida Keys Aqueduct Authority (FKAA). All required water service exists to the property already.
- i. State Fish and Wildlife Conservation Commission (F&GC). N/A.
- j. The county. N/A.

Sec. 108-233. – Concurrency facilities and other utilities or services.

1. *Potable water supply.*

- a. There is no anticipated potable water system upgrades necessary to facilitate the planned improvements subject to this application to restore it to its previously permitted status.

(2) *Wastewater management.*

- a. There are no system improvements required to maintain the current level of service at the previously permitted status.

(3) *Water quality.* Water quality will be improved with the upgrades being made as part of this development.

- a. This is a rebuild of an involuntary destroyed building and as such site improvements are not required. To the extent the City requires such, the Applicant has submitted an accompanying variance request.
- b. This is a rebuild of an involuntary destroyed building and as such landscape improvements are not required. To the extent the City requires such, the Applicant has submitted an accompanying variance request.

(4) *Stormwater management.* Applicant has submitted a Variance for Stormwater Management.

(5) *Solid waste.* All solid waste needs will be handled by Waste Management for Commercial Services. The Solid Waste disposal plan shall contain both a recyclable and non-recyclable disposal component as it was prior to the involuntary destruction.

(6) *Roadways.* There is no change in traffic patterns from the previous use prior to the involuntary destruction.

(7) *Recreation.* NA

(8) *Fire protection.* The project has been totally upgraded from the previous structure to provide up to code life safety access to and from the property.

(9) *Reclaimed water system.* N/A.

(10) *Other public facilities.* The proposed development will have a positive impact on the surrounding property owners as well as all public facilities which service the site.



GREGORY S. OROPEZA | ADELE V. STONES [Retired] | SUSAN M. CARDENAS, of Counsel
LISA MARIE KEHOE | AUDREY M. PERRY

VIA HAND DELIVERY

June 11, 2025

Katie Halloran, Director of Planning
City of Key West Planning Department
1300 White Street
Key West, FL 33040

RE: Requests for Landscape Waiver(s) - 3201 Flagler Avenue Key West, Florida 33040

Pursuant to Article V of Section 108 of the City of Key West Code of Ordinances (the “Code”), and more specifically under the provisions of Sections 108-516 and 108-517, the Applicant for 3201 Flagler Avenue, Key West, Florida 33040, more commonly known as Flagler Center Condominium (the “Property”), is requesting a waiver to certain landscape provisions set forth in the Code, as referenced below. Prior to its involuntary destruction by fire, the property existed with legally established nonconformities, including but not limited to landscaping. The proposed redevelopment seeks to reconstruct the structure within the previously existing, legally nonconforming footprint and conditions, consistent with Section 122-28 of the Code, which permits such reconstruction without the need for new variances or site upgrades.

Pursuant to Section 108-571 of the Code, landscape waivers are heard by the Planning Board and as such, the landscape waivers requested herein are to be heard by the City Planning Board prior to any action by the City Tree Commission. The Applicant has prepared the following pertinent waiver requests.

Section 108-517 – Waivers or Modifications:

108-517(a) – Application Requirements

The Applicant has submitted this waiver request in accordance with the procedural requirements of Section 108-517(a) of the Code:

1. **Application Form:** The waiver is submitted in the form and manner required by the City Planning Office.
2. **Detailed Waiver Requests:** This application clearly outlines each section of the Code from which relief is sought (Sections 108-411 through 108-416), along with justifications for each waiver.
3. **Supporting Documentation:** The waiver is accompanied by all required supporting documents, including updated landscape plans, surveys, site data, and supporting narrative.
4. **Fee Submission:** The application fee has been or will be paid in accordance with City Commission resolution.

5. **Execution:** This waiver request is executed and sworn to by the authorized agent of the Property Owner.

108-517(b) – Substantive Justifications

Under Section 108-517(b), the Planning Board may approve a waiver only if specific findings can be made. The Applicant submits the following analysis in support of such findings:

(1) Public Interest; Adjacent Property

The requested waivers will not have a significant adverse impact on the public interest or adjacent property. On the contrary, granting the waivers serves the public interest by facilitating the redevelopment of a site that currently remains unusable and visually deteriorated following its involuntary destruction by fire. The proposed landscaping and site improvements restore functional use to the exact same status as before the involuntary destruction which will enhance the streetscape. All development remains within the original footprint and intensity, maintaining compatibility with surrounding land uses and preserving the established neighborhood character.

(2) Not Discriminatory

This waiver is not discriminatory. The waiver is sought in the context of the Property's involuntary destruction, which has triggered the application of current Code¹. Similar consideration has historically been granted to other involuntarily destroyed, legally nonconforming properties within the City. The request is narrowly tailored and site-specific.

(3) Superior Alternatives

The landscaping prior to the involuntary destruction was minimal to non-existent and while the proposed addition to landscaping is modest, it is a reduction in the non-conforming landscaping and such reduction in non-conformity coupled with the Applicant's right to rebuild set forth in Chapter 122 of the Code provides the legal framework for granting this waiver request.

(4) Protection of Significant Features

The waiver supports the preservation of the existing built environment and significant site layout elements that were part of the original development.

(5) Deprivation of Reasonable Use

- (a) Strict application of current landscaping standards would deprive the owner of reasonable use of the Property. The site's configuration, which spans approximately 30,677.64 square feet, and its status as a previously developed multifamily condominium property, means that full compliance would necessitate significant reductions in parking,

¹ The Applicant disagrees that a Major Development Plan is required in an involuntary destruction rebuild but submits the application in an effort to work collaboratively with the City on rebuilding the involuntarily destroyed subject building.

access, and building placement. The proposed waivers avoid this deprivation without subverting any valid public purpose. Strict adherence to the landscaping requirements of the Code would deprive the Applicants rights to rebuild involuntary destroyed non-conformities as set forth in Chapter 122 of the Code.⁶

(b) This hardship is not self-created but results from the involuntary destruction of the Property and subsequent applicability of updated standards under the Code.

(6) Technical Impracticality

Strict enforcement of landscape setbacks, tree spacing, interior parking landscape configurations, and planting densities under current Code is technically impractical for a reconstruction effort bound by the existing build-back. Redesigning the site from scratch to comply with contemporary Code standards would require full redevelopment, not reconstruction and the site itself if not large enough to be able to comply. Moreover, the City cannot force compliance as the City's own code in Chapter 122 permits, as of right, rebuilding involuntary destroyed non-conformities.

Section 108-411 – Landscape Plan Approval

The Property was involuntarily destroyed and is being reconstructed in accordance with Section 122-28 of the Code, which allows for the replacement of previously existing nonconforming structures without requiring variances, provided no increase in nonconformity occurs. Prior to destruction, the site existed with a legally nonconforming landscape plan. The Applicant has submitted an updated landscape plan as part of the development review process which slightly decrease such non-conformity; however, strict compliance with current Section 108-411 requirements—particularly the content obligations of the landscape plan—would create unnecessary procedural burdens and as a matter of law, not required given the nature of the reconstruction. The Applicant is seeking a waiver in light of the fact that the Property is being rebuilt to its preexisting nonconforming condition with minor improvements, not an intensification or expansion of use.

Section 108-412 – Minimum Landscaping Requirements

This section requires that 20% of the building site be landscaped and that 70% of that landscaping consist of native species. The previous site included approximately ____% landscape area with ____% native vegetation. The proposed plan increases those values to approximately ____% landscape and ____% native species. The proposed redevelopment will maintain the previously existing nonconforming landscaping percentages and will not increase the degree of noncompliance.

Section 108-413 – Requirements Along Street Frontage

Section 108-413 sets minimum landscape requirements along street frontages based on the total area of a site. For properties between 0.5 acres and less than 1 acre, such as the Property at 3201 Flagler Avenue (measuring 0.7042 acres), the Code requires a landscaped frontage strip of 20 feet in width and a minimum of 80 plant units per 100 linear feet of property line or right-of-way frontage. Furthermore, the Code mandates that 70% of all required landscaping consist of native species.

Prior to the involuntary destruction of the Property, the site operated legally with less than the currently required landscape width and plant unit density. The reconstruction plan maintains the general configuration of the site and proposes enhancements to existing landscaping. However, the full 20-foot-wide landscape buffer and plant unit requirements are impractical.

Pursuant to Section 122-28 of the Code, which permits the reconstruction of involuntarily destroyed legally nonconforming properties without variances, the Applicant seeks a waiver from the specific frontage requirements of Section 108-413. The proposed landscape plan improves upon the prior condition, incorporates native species, and provides reasonable screening along the right-of-way, but does not—and cannot—fully meet the dimensional and plant material thresholds imposed on newly developed sites of this acreage. As such, strict enforcement would be inconsistent with the reconstruction protections in the Code and would disproportionately hinder the practical use of the Property.

Section 108-414 – Requirements for Interior Areas

This is not applicable as there are no interior areas.

Section 108-415 – Perimeter Landscape Requirements

Pursuant to Section 108-415 of the City Code, properties with building sites between 20,000 and 50,000 square feet are required to provide a 7.5-foot-wide perimeter landscaped area around off-street parking areas. The subject Property, consists of 30,677.64 square feet. Additionally, the Code requires the planting of one canopy shade tree and ten shrubs for every 35 linear feet of perimeter landscaped area.

Due to the involuntary destruction of the previous structure, and in accordance with Section 122-28 of the Code, which permits the reconstruction of legally nonconforming buildings without requiring variances, the Applicant seeks a waiver from strict compliance with the current perimeter landscaping standards. The pre-fire configuration of the Property did not meet the 7.5-foot landscape buffer and planting ratios now required under the Code, and the proposed reconstruction seeks to restore the prior legally nonconforming conditions while improving overall site landscaping where feasible.

Section 108-416 – Other Landscape Requirements for Nonvehicular Use Areas

This section establishes tree-planting requirements in all nonvehicular open space areas, excluding parking lot strips and frontage areas. The Property's site constraints and restoration-based approach limit new nonvehicular open space. The proposed plan includes ___ trees within the available areas and introduces landscape features intended to improve the appearance and environmental function of the site. Section 122-28 permits reconstruction of legally nonconforming structures destroyed involuntarily without requiring full compliance with current code, the Applicant requests a waiver from the full extent of Section 108-416. Enforcing strict compliance would require substantial alteration of the site's layout and design, contrary to the protections afforded under the City's reconstruction provisions.

If you should have any questions or require additional information, please do not hesitate to contact me.

Very Truly Yours,



Gregory S. Oropeza

PROPERTY CARD

Monroe County, FL

PROPERTY RECORD CARD

Disclaimer

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

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

Summary

Parcel ID 00052870-000300
Account# 8875967
Property ID 8875967
Millage Group 10KW
Location Address 3201 FLAGLER Ave, KEY WEST
Legal Description FLAGLER CENTER III, A CONDOMINIUM (FORMERLY RE 5287) OR1381-239/291DEC OR2333-235/255AMD
(Note: Not to be used on legal documents.)

Neighborhood
Property Class CONDO HEADER (4H00)
Subdivision Key West Foundation Co's Plat No 1
Sec/Twp/Rng 33/67/25
Affordable No
Housing



Owner

FLAGLER CENTER III A CONDO

Valuation

	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
+ Market Improvement Value	\$0	\$0	\$0	\$0
+ Market Misc Value	\$0	\$0	\$0	\$0
+ Market Land Value	\$0	\$0	\$0	\$0
= Just Market Value	\$0	\$0	\$0	\$0
= Total Assessed Value	\$0	\$0	\$0	\$0
- School Exempt Value				
= School Taxable Value				

Historical Assessments

Year	Land Value	Building Value	Yard Item Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2024	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2023	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

The Maximum Portability is an estimate only and should not be relied upon as the actual portability amount. Contact our office to verify the actual portability amount.

Permits

Number	Date Issued	Status	Amount	Permit Type	Notes
22-3635	12/21/2022	Active	\$146,700	Residential	Interior and Selective Exterior Demolition. Fire Damage All Interior Fire Damaged Debris to be Removed. All Concrete Structure to Remain. Remove selective exterior walls. Remove interior walls. Remove all windows including frames. Remove all walk doors, jambs and threshold. Disconnection of roof trusses and floor joists from tie beams. Separate, crush, load and remove all wood and other fire damaged debris. Remove and dispose of all railings

View Tax Info

[View Taxes for this Parcel](#)

Photos



No data available for the following modules: Land, Buildings, Yard Items, Sales, Sketches (click to enlarge), TRIM Notice.

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

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Last Data Upload: 6/12/2025, 1:36:49 AM

[Contact Us](#)

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AUTHORIZATION FORM



**City of Key West
Planning Department**

Authorization Form
(Where Owner is a Business Entity)

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

I, Steve Robbins as
Please Print Name of person with authority to execute documents on behalf of entity

President of FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC.
Name of office (President, Managing Member) Name of owner from deed

authorize Oropeza Stones & Cardenas, PLLC.
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 of person with authority to execute documents on behalf of entity owner

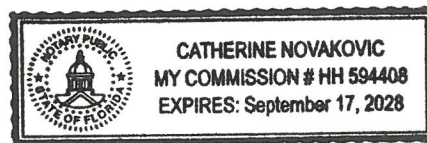
Subscribed and sworn to (or affirmed) before me on this 6/12/25
Date

by Steve Robbins
Name of person with authority to execute documents on behalf of entity owner

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


Notary's Signature and Seal

CATHERINE NOVAKOVIC
Name of Acknowledger typed, printed or stamped



HH594408
Commission Number, if any

**VERIFICATION
FORM**



**City of Key West
Planning Department
Verification Form**
(Where Applicant is an entity)

I, Steve Robbins, in my capacity as President
(print name) (print position; president, managing member)
of FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC.
(print name of entity)

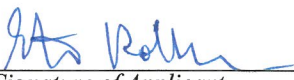
being duly sworn, depose and say that I am the Authorized Representative of the Owner (as appears on the deed), for the following property identified as the subject matter of this application:

3201 FLAGLER AVE, KEY WEST, FL 33040

Street address of subject property

I, the undersigned, declare under penalty of perjury under the laws of the State of Florida that I am the Authorized Representative of the property involved in this application; that the information on all plans, drawings and sketches attached hereto and all the statements and answers contained herein are in all respects true and correct.

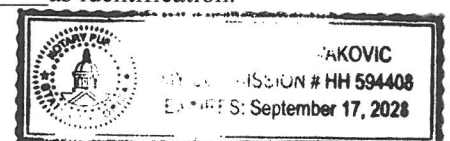
In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.


Signature of Applicant

Subscribed and sworn to (or affirmed) before me on this 6/12/25 by
Steve Robbins
Name of Applicant

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


Notary's Signature and Seal



CATHERINE NOVAKOVIC
Name of Acknowledger typed, printed or stamped



HH 594408
Commission Number, if any

DEED



This Indenture

Whereas used herein, the term "party" shall include the heirs, personal representatives, successors and assigns of the respective parties hereto, the use of the singular number shall include the plural, and the plural the singular, the use of any gender shall include all genders, and, if used, the term "note" shall include all the notes herein described if more than one

Made this 4th

day of

October

A. D. 1988

Between

CITY OF KEY WEST

Monroe
and

and State of

Florida

, of the County of
party of the first part,VILLAS OF KEY WEST, LTD., a Florida Limited Partnership whose mailing address
is: 711 Eisenhower Dr., Key West, FL

Monroe

and State of

Florida

, of the County of
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of
TEN (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION-----~~Dollars~~
in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has
remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the
said party of the second part all the right, title, interest claim and demand which the said party of the
first part has in and to the following described lot, piece or parcel of land, situate lying and be-
ing in the County of Monroe State of Florida, to wit:

A parcel of land in Block 7 according to KEY WEST FOUNDATION CO.'S
PLAT NO. 1, recorded in Plat Book 1, at Page 155 of the Public
Records of Monroe County, Florida; said parcel being described as
follows:
COMMENCE at the Southeast corner of Lot 1 of the said Block 7 and run
thence Northerly along the Easterly boundary of the said Block 7 for
a distance of 100 feet to the Point of Beginning; thence Westerly at
right angles for a distance of 597.88 feet to the Westerly boundary
of the said Block 7; thence Northerly at right angles along the said
Westerly boundary of the said Block 7 for a distance of 10 feet;
thence Easterly at right angles for a distance of 597.88 feet to the
Easterly boundary of the said Block 7; thence Southerly along the
said Easterly boundary of the said Block 7 for a distance of 10 feet
back to the Point of Beginning.

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 and claim
whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and
behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has hereunto set his hand and
seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

CITY OF KEY WEST

L.S.

BY: Richard H. Witker

L.S.

L.S.

State of Florida

County of MONROE

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to
administer oaths and take acknowledgments, RICHARD H. WITKER, City Manager of the
CITY OF KEY WEST

to me well known to be the person described in and who executed the foregoing instrument and
acknowledged before me that HE executed the same freely
and voluntarily for the purposes therein expressed.

Witness my hand and official seal at

Key West
and State of Florida, thisMonroe
October

A. D. 19 88

Richard H. Witker
Notary Public
My Commission Expires July 27, 1991
Notary Public, State of Florida
Bonded Ten Thousand Dollars - Insurance Inc.

OFFICIAL 068 PAGE 0613

THIS INSTRUMENT PREPARED BY: JOHN M. SPOTTSWOOD, JR.
Spottswood, Spottswood & Spottswood
500 Fleming Street, Key West FL 33040-560007

DECLARATION OF CONDOMINIUM

OF

FLAGLER CENTER III, A CONDOMINIUM

WHEREAS Villas of Key West, Ltd., a Florida limited partnership, hereinafter referred to as the Developer, owns the fee simple interest in certain real property, hereinafter described, and

WHEREAS the Developer intends to submit the aforesaid real property to the Condominium form of ownership, the Developer makes the following declarations:

1. **SUBMISSION TO CONDOMINIUM FORM OF OWNERSHIP.** The Developer hereby submits the real property herein described in Section 2, together with the improvements thereon, to the Condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein referred to as the Condominium Act. The Condominium shall be known as FLAGLER CENTER III, A CONDOMINIUM.

2. **LEGAL DESCRIPTION.**

A parcel of land in Block 7 according to KEY WEST FOUNDATION CO.'S PLAT NO. 1, recorded in Plat Book 1, at Page 155 of the Public Records of Monroe County, Florida; said parcel being described as follows:

COMMENCE at the Southeast corner of Lot 1 of the said Block 7 and run thence Westerly along the Southerly boundary line of said Block 7 for a distance of 337.9 feet to the Point of Beginning; thence continue in a Westerly direction along the said Southerly boundary line of Block 7 for a distance of 259.98 feet to the Southwesterly corner of the said Block 7; thence in a Northerly direction along the Westerly boundary line of the said Block 7 for a distance of 118.0 feet; thence in an Easterly direction parallel with the Southerly boundary line of the said Block 7 for a distance of 259.98 feet; thence in a Southerly direction parallel with the Westerly boundary line of the said Block 7 for a distance of 118.0 feet back to the Point of Beginning.

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3. **APPLICABLE LAW.** The validity, application, and construction of any part or parts of these documents shall be governed by the laws of Florida.
4. **DEFINITIONS.** The terms used herein shall have the meaning stated in the Condominium Act, Chapter 718, Florida Statutes, and as follows unless the context otherwise requires:
 - 4.1 **Approval or Consent.** Whenever approval or consent is required of any person or entity, that approval or consent shall not be unreasonably withheld.
 - 4.2 **Common Elements.** "Common elements" shall include the Condominium property not included within the Unit boundaries as defined in Section 5.4.
 - 4.3 **Common Expenses.** "Common expenses" include: (a) expenses of administration and management of the Condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; and (d) any valid charge against the Condominium as a whole.
 - 4.4 **Common Surplus.** "Common surplus" means the excess of all receipts of the Association collected on behalf of a Condominium (including, but not limited to, assessments, rents, profits, and revenues on account of the common elements) over the common expenses.
 - 4.5 **Condominium.** "Condominium" means all of the Condominium property as a whole where the context so permits, including the land and all improvements thereon, and all easements and rights-of-way appurtenant thereto and intended for use in connection with the Condominium.
 - 4.6 **Condominium Association.** "The Association" means the Condominium Association described in Section 9 of the Declaration.
 - 4.7 **Lease.** A "lease" shall mean the grant, either oral or in writing, by a Unit owner of a temporary right of use of said owner's Unit for a valuable consideration.

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- 4.8 Reasonable Attorney's Fees. "Reasonable attorney's fees" means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then all review of the same by appeal or otherwise.
- 4.9 Singular, Plural Gender. Wherever the context so permits, the use of the singular shall include the plural and the plural the singular, and the use of any gender shall be deemed to include all genders.
- 4.10 Unit. "Unit" means a part of the Condominium property which is subject to exclusive ownership.
5. DEVELOPMENT PLAN. The Condominium is described and established as follows:
- 5.1 Plot Plans, Survey and Floor Plans. Attached hereto as Exhibit "C" are the Plot Plans, Survey, Floor Plans, and other graphic descriptions which, together with the provisions of this Declaration describe and depict the Condominium, including the Units and common elements thereof.
- 5.2 Easements. Each of the following easements is reserved through the Condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium.
- a) Support. Each Unit shall have an easement of support and necessity and shall be subject to an easement of support and necessity in favor of all other Units and common elements.
- b) Utility Services, Drainage. Easements are reserved under, through and over the Condominium property as may be required for utility services and drainage in order to serve the Condominium; provided, however, such easements running through a Unit shall be only according to the plans and specifications for the building, or as such building is constructed or reconstructed, unless approved in writing by the Unit owner. The Association shall have the power to convey utility easements under, across or through the common elements. A Unit owner shall do

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nothing within or outside his Unit that interferes with or impairs the utility services using these easements. The Association or its designee shall have a right of access to each Unit to the extent and for the purposes permitted by the Condominium Act; provided such right of access shall not unreasonably interfere with the owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day's notice.

- c) Encroachments. If (a) any portion of the common elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the common elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the improvements; (ii) settling or shifting of the improvements; (iii) any alteration or repair to the common elements made by or with the consent of the Association; (iv) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the common elements then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.
- d) Ingress and Egress. A perpetual easement in favor of each Unit owner, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the common elements as from time to time may be intended and designated for such purposes and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes.
- e) Sales Activity. For so long as there are any unsold Units, the Developer, its successors, and assigns, shall have the right to use any such Units and portions of the common elements for model apartments and sales offices, to display model apartments and the common elements to prospective purchasers, and to erect signs and other promotional materials upon the Condominium property.

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f) Additional Easements. The Association shall have the right to grant such additional electric, gas, or other utility easements or relocate any existing utility easements in any portion of the Condominium property, and to grant access easements or relocate any existing access easements in any portion of the Condominium property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health and welfare of the Unit owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes.

5.3 Improvements. The Condominium includes one two-story building containing a total of 28 units, 14 of which are restricted to commercial use and 14 of which are restricted to residential use. Reference is made to the Graphic Descriptions (Exhibit "C") for a more complete description of the improvements.

5.4 Unit Boundaries. Each Unit shall be bounded as to both horizontal and perimeter boundaries as below defined, whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. The boundaries are intended to be as follows and shall be determined in the following manner:

a) Residential Units.

1) Horizontal boundaries. The upper and lower boundaries of the Units shall be:

A) Upper boundary. The underside of the finished undecorated ceiling of the Unit, extended to meet the perimeter boundaries.

B) Lower boundary. The upper side of the finished undecorated surface of the floor of the Unit, extended to meet the perimeter boundaries.

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- 2) Perimeter boundaries. The perimeter boundaries shall be the interior surfaces of the perimeter walls of the Unit and the interior surfaces of the Unit's windows and doors that abut the exterior of the building or common elements.

b) Commercial Units

- 1) Horizontal boundaries shall be the same as those of residential units.
- 2) Perimeter boundaries shall be those depicted in the Floor Plan included in the Graphic Description (Exhibit C).

- c) Utilities. The Unit shall not be deemed to include pipes, wires, conduits, or other utility lines running through said respective Units which are utilized for or serve more than one Unit. These items shall be part of the common elements.

- 5.5 Common Elements. The common elements include the land and all the parts of the Condominium not within the Units as defined in Section 5.4.

6. THE UNITS.

- 6.1 Identification of Units. The Units in the Condominium are identified as follows: The 14 first-floor Units, being the commercial Units, are identified, from west to east, as units 501 through 514 respectively. The 14 second-floor Units, being the residential Units, are identified as follows: The Units on the southerly half of the second floor are designated, from west to east, as Units 601 through 607 respectively; the Units on the northerly half of the second floor are identified from east to west, as Units 608 through 614 respectively. Reference is made to the Graphic Descriptions (Exhibit C) for a more precise description of the location of these Units.

- 6.2 Appurtenances to Each Unit. The owner of each Unit shall own a certain interest in the Condominium property which is appurtenant to that Unit, including but not limited to, the following items:

- a) Common Elements. The undivided share in the land and other common elements which is appurtenant to each Unit, as stated in Section 6.3.

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- b) Limited Common Elements. The stairways and second-floor balconies are limited common elements appurtenant in common to the second-floor Units.
- c) Association Membership. Each Unit owner shall hold membership in the Association. Membership of each Unit owner in the Association shall be held pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association.
- d) Voting Rights. Each membership shall be entitled to one vote in the conduct of the affairs of the Association, as provided in the Articles of Incorporation and By-Laws of the Association.

6.3 Share of the Common Elements, Common Expenses. The undivided share of ownership of the common elements appurtenant to each Unit is 1/28. Each Unit's share of the common expenses will be the same as its share of the ownership of the common elements.

7. MAINTENANCE, ALTERATION, AND IMPROVEMENT. Responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

7.1 Maintenance. The responsibility for the maintenance of a Unit shall be as follows:

- a) By the Association. The Association shall maintain, repair, and replace at the Association's expense:
 - 1) Such portions of the Unit as contribute to the support of the building; also, wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common elements or more than one Unit.
 - 2) Provided that if the maintenance, repair and replacement of any of the above shall be made necessary because of the negligence, act or omission of a Unit owner, his lessees, invitees or guests, then the work shall be done by the Association at the expense of the Unit owner.

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3) All incidental damage caused to a Unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the Unit as nearly as possible to its condition before the damage.

b) By the Unit Owner. The responsibility of the Unit owner shall be as follows:

- 1) To maintain, repair and replace at his expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association. The Unit owner's responsibility specifically includes, without limitation, appliances, fixtures, switches, fan motors, compressors, wiring, piping and ductwork within the Unit and serving only the particular Unit. The Unit owner shall be responsible for cleaning the interior side of windows, doors and walls.
- 2) A Unit owner shall not paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the Unit, unless the written consent of the Association is obtained in advance.
- 3) A Unit owner shall promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.
- 4) Subject to the other provisions of Section 7.1, which in all cases shall supersede and have priority over the provisions of this paragraph when in conflict therewith, a Unit owner may make such alterations or improvements to his Unit, at his sole and personal cost, as he may desire, provided all work shall be done without disturbing the rights of other Unit owners. A Unit owner shall make no changes or alterations to any wall, screening, exterior doors, windows, structural or load bearing member, electrical service or plumbing service, without first obtaining approval in writing of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes.

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Provided, no such alteration or improvement may be made without the written approval of the Board of Directors of the Association if such alteration or improvement may or would cause an increase in the cost of the insurance carried by the Association.

- 7.2 The Association shall be responsible for the maintenance and repair of all common elements. A Unit owner shall indemnify the Association for any damages to a common element caused by the act of the Unit owner, his family, guests, invitees, or those leasing his Unit.
- 7.3 A Unit owner may not make any repair, alteration or addition to the common elements without the express written consent of the Board of Directors.
8. **ASSESSMENTS.** The making and collection of assessments against Unit owners for common expenses and for those reserves which may, from time to time, be established by the Association, shall be pursuant to the By-Laws and subject to the following provisions:
- 8.1 **Share of Common Expenses.** Each Unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, in the same proportion as his undivided interest in the common elements, as set forth in Section 6.3. Such right shall not vest or create in any Unit owner the right to withdraw or receive distribution of his share of the common surplus. The liability of a Unit owner for assessments for common expenses shall commence upon acquisition of the Unit.
- 8.2 **Payments.** Assessments or installments on them paid on or before the day when the same shall become due shall not bear interest, but all sums not so paid on or before the same are due bear interest at the rate of 18 percent per annum until paid. All payments on account shall be first applied to the interest and then to the assessment payment first due. Assessments shall become due, and the Unit owner shall become liable for said assessments on the date set by the Association for payment thereof.
- 8.3 **Lien for Assessments.** The Association shall have a lien on each Unit for any unpaid assessments and for any interest thereon, which lien shall also secure reasonable attorneys' fees incurred by the

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Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of the county, a claim of lien stating the description of the Unit, the name of the record owner, the name and address of the Association, the amount due and the due dates, and the lien shall continue in effect for one year after the claim of lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction, in which event the lien will continue as permitted by law. Such claims of lien shall be executed and acknowledged by an officer or agent of the Association. Upon full payment, the party making payment shall be entitled to a satisfaction of lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. A first mortgagee which acquires title to a Unit by foreclosure or deed in lieu of foreclosure shall be liable for common expenses or assessments accruing prior to its acquisition of title only to the extent permitted by law.

8.4 Commercial Unit Expenses. In the event that the Association becomes liable (either by contract or otherwise) for expenses for refuse collection which are attributable solely to commercial Units, then such expenses shall not be included in the general budget for which common expenses are assessed to all Units, but shall instead be charged exclusively to commercial Units and the commercial Units may be charged for that expense in addition to assessments for common expenses.

9. ASSOCIATION. The operation of the Condominium shall be by FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the Laws of Florida, which shall fulfill its functions pursuant to the following provisions:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "A". The Articles may be amended in the manner provided therein. The Articles may contain any provision relating to the governing or operation of the Condominium which is not inconsistent with the Declaration.

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9.2 By-Laws. The By-Laws of the Association shall be the By-Laws attached as Exhibit "B". The By-Laws, unless they shall provide otherwise, may be amended by majority vote of the Association members at a special meeting called for that purpose or at an annual meeting. The By-Laws may contain any provision relating to the governing or operation of the Condominium which is not inconsistent with this Declaration or the Articles of Incorporation.

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act.

10. INSURANCE. Insurance which shall be carried upon the Condominium property shall be covered by the following provisions:

10.1 Authority and Duty to Purchase. Insurance policies covering the Condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the Unit owners and their mortgagees as their interests may appear. Provision shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of Unit owners. It shall not be the responsibility or duty of the Association to obtain insurance coverage for personal liability, personal property, or living expenses of any Unit owner, or any other loss for which the Association is not specifically required to obtain coverage hereunder, but the Unit owner may obtain such insurance at his own expense, provided insurance may not be of a nature to affect policies purchased by the Association.

10.2 Coverage.

a) Casualty. The buildings and improvements upon the land shall be insured for their current replacement costs, except for deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude

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foundation and excavation costs, and all increase in value of Units occasioned by improvements made subsequent to the initial conveyance of the Unit. All personal property, if any, included in the common elements shall be insured. Values of insured property shall be determined annually by the Board of Directors of the Association. Insurance coverage shall afford protection against:

- 1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
- 2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief and bailee liability, if any, of the Association to Unit owners.

The policies shall state whether the following items are included within the coverage in order that Unit owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, electric range, water heater, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; and inside paint and other inside wall finishes. The policies shall not include coverage for ceiling coverings, wall coverings or floor coverings.

When appropriate and possible, the policies shall waive the insurer's right to:

- A) subrogation against the Association and against the Unit owners individually and as a group;
- B) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

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- c) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association, or by one or more Unit owners.
 - b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross-liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner.
 - c) Worker's Compensation Policy to meet the requirements of law.
- 10.3 Premiums. Premiums for insurance required or authorized herein shall be a common expense. Premiums shall be paid by the Association.
- 10.4 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association. The Board of Directors of the Association shall hold all such proceeds in trust for the respective beneficiaries, and shall pay the proceeds in the manner provided herein.
- 10.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Unit owners in the following manner:
- a) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall become a part of the common surplus.
 - b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Unit owners and their mortgagees, if any, remittances to Unit owners and mortgagees being payable jointly to them. This

is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagees.

- 10.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit owner and for each owner of any other interest in the Condominium property, for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each Unit owner upon payment of a claim.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

- 11.1 Determination to Reconstruct or Repair. If any part of the Condominium property is damaged by casualty and the responsibility for the repair of any of the damaged property is that of the Association, the Association shall within 10 days obtain reliable and detailed estimates of the cost to rebuild or repair. These estimates shall be available to Unit owners. The damaged property shall be reconstructed or repaired unless (1) the damage exceeds twenty percent of the pre-casualty fair market value of the Condominium real property (including the Units and any real property which may be owned by the Association), and (2) within 60 days after the casualty a majority of the Unit owners vote, at a meeting called for that purpose, that the Condominium be terminated.

- 11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to plans and specifications approved by the owners of 90% of the Units (including all of the owners of damaged Units), together with the approval of any mortgagee holding a first mortgage upon a damaged Unit, which approval shall not be unreasonably withheld.

- 11.3 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of Unit owners, then the Unit owners shall be responsible for the timely reconstruction and repair after casualty.

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11.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the costs of reconstruction and repair are insufficient, special assessments shall be made against all Unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owner's obligation for common expenses.

11.5 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Association and funds collected by the Association from assessments against Unit owners, shall be disbursed in payment of such costs in the following manner:

- a) Minor Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is five percent or less of the combined fair market value of all the Units of the Condominium, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided however, that upon request by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, or if the Board of Directors so elects, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.
- b) Major Damage. If the amount of the estimated costs of reconstruction and repair that are the responsibility of the Association is more than five percent of the combined fair market value of all of the Units in the Condominium, then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Florida and employed by the Association to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection

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with the work stating that: (i) the sums requested by them in payment are justly due and owing and that such sums do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work remaining to be done subsequent to the date of such certificate does not exceed the amount of the construction fund remaining after payment of the sum so requested.

- c) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction and repair account for which the fund is established, such balance shall be distributed to the beneficial owners of the fund; except, however, that only those portions of a distribution to the beneficial owners in excess of assessments paid by a Unit owner to the construction fund shall be made payable to any mortgagee.
- d) Fair Market Value. For purposes of Section 11 the fair market value shall be determined by the Board of Directors using either the most recent appraisal by the property tax appraiser or an appraisal performed by a qualified appraiser within one year of the determination.

12. USE RESTRICTIONS. The use of the Condominium property shall be in accordance with the following provisions as long as the Condominium exists in useful condition upon the land.

12.1 Units. Each of the second-floor Units shall be used only for residential purposes. Each of the first-floor Units shall be used for business purposes only, but may not be used as restaurants, delicatessens, bakeries, convenience stores, grocery stores or food preparation businesses of any kind.

12.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Unit.

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- 12.3 Leasing. There shall be no lease, sublease or assignment for a period of less than one month. The lease of a Unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a Unit owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit owner.
- 12.4 Nuisances. No nuisances shall be allowed to exist upon the Condominium property, nor shall any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its occupants, be allowed. All parts of the Condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist.
- 12.5 Rules and Regulations. Reasonable Rules and Regulations concerning the use of the Condominium property may be made, amended from time to time and enforced by the Association in the manner provided by its By-Laws. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Unit owners and residents of the Condominium. The initial Rules and Regulations are attached hereto as Exhibit "D."
- 12.6 Developer's Use. Until such time as the Developer has sold all of the Units contained within the Condominium property, neither the Unit owners nor the Association, nor their use of the Condominium property shall interfere with the sale of said Units. The Developer may make such use of the unsold Units and the common elements as may facilitate such sale, including, but not limited to, maintenance of a sales office, display of sales signs, leasing said Units and showing the Units for sale to prospective purchasers. No "For Sale" or "Lease" sign may be displayed upon the Condominium property without the consent of the Association.
13. PURCHASE OF UNITS BY ASSOCIATION. The Association has the power to purchase Units, subject to the following provisions:

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13.1 Decision. The decision of the Association to purchase a Unit shall be made by the Board of Directors.

14. COMPLIANCE WITH DOCUMENTS. Each Unit owner shall be governed by and shall comply with the terms of this Declaration of Condominium and Rules and Regulations adopted pursuant thereto, as they may be amended from time to time.

14.1 Costs and Attorneys' Fees. If any proceeding arises because of an alleged failure of a Unit owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

14.2 No Waiver of Rights. The failure of the Developer or the Association, or any Unit owner to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so later.

15. AMENDMENTS. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation of the Association may be amended in the following manner:

15.1 Agreement. An amendment may be made by an agreement signed and acknowledged by the record owners of two-thirds of the Units in the Condominium in the manner required for the execution of a deed, and such amendments shall be effective when recorded in the Public Records of the county. An amendment may also be made by a vote in favor thereof by the owners of not less than two-thirds of the Units at a meeting of the Unit owners.

15.2 Exception. Notwithstanding any provision herein other than Section 15.3, until such time as Unit owners other than the Developer have elected a majority of the Directors as provided in the Articles of Incorporation of the Association, an amendment may be made only by the Board of Directors.

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15.3 Proviso. Provided further, that no amendment shall discriminate against any Unit owner nor against any Unit or class or group of Unit owners of Units unless the Unit owners so affected, and their first mortgagees, consent. No amendment shall change any Unit's share in the common elements and other of its appurtenances, nor increase the owner's share of the common expenses, unless the owner of the Unit concerned, and all of such mortgagees as first above recited, join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Section 8 or 9 unless the record owners of all mortgages upon Units in the Condominium join in the execution of the amendment.

15.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of the county.

16. TERMINATION OF CONDOMINIUM. The Condominium may be terminated in the following manner:

16.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of all of the Unit owners and all of the holders of recorded liens affecting any of the Condominium parcels.

16.2 Damage. If the Condominium suffers damage to the extent specified in Section 11.1, the Condominium may be terminated in the manner specified therein.

16.3 General Provisions. Upon termination, the Unit owners shall be the owners, as tenants in common, of the Condominium property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements. The mortgagee and lienor of a Unit owner shall have a mortgage and lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of

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the Association executed by its President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of the county.

- 16.4 Amendment. This section concerning terminations may not be amended without consent of four-fifths of the voting interests of Unit owners and of a majority of first mortgage holders.
17. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provisions of this Declaration, the By-Laws, the Rules and Regulations of the Association, and any Exhibit attached hereto, shall not affect the remaining portions thereof.
18. ASSIGNMENT. All or any portion of the rights, privileges, powers and immunities granted or reserved to the Developer in this Declaration, and in the Articles of Incorporation and By-Laws of the Association, may be assigned by the Developer to any person, or any other entity, without the consent of any Unit owner or any holder of a mortgage secured by any Unit (other than the holder of a mortgage secured by any interest of the Developer in the Condominium), but only if such person or other entity shall agree to assume all of the duties and obligations of the Developer under this Declaration, and the Articles of Incorporation and By-Laws of the Association from and after the date of such assignment. In the event of the foreclosure of any mortgage held by the Developer, or conveyance of any Unit or interest in lieu of such foreclosure, the person first acquiring title to such Unit or Units or interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Developer in and to such Unit or Units or interest, as well as all duties and obligations of the Developer.
19. RIGHTS OF FIRST MORTGAGEES.
- 19.1 Abandonment or Change of Condominium. Prior written approval of any record holder of a first mortgage lien on a Unit is required:

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- a) for the abandonment or termination of the Condominium, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- b) for any amendment to the Declaration which would decrease the percentage interests of the Unit in the ownership of the Condominium.

19.2 Condominium Records; Notice. Upon written request, any record holder of a first mortgage on a Unit in the Condominium will be entitled to:

- a) inspect the books and records of the Condominium during normal business hours;
- b) receive a copy of any audited annual financial statement prepared to comply with law, or at the authorization of the Board of Directors; and
- c) receive written notice of all meetings of the Condominium Association and be permitted to designate a representative to attend all such meetings.

19.3 Unit Condemnation, Damage or Destruction; Notice. In the event of condemnation, eminent domain proceedings, or substantial damage to, or destruction of, any Unit or any part of the common elements, the record holder of any first mortgage on a Unit is entitled to notice within 30 days prior to any termination of the Condominium.

IN WITNESS WHEREOF, the undersigned have hereunto af-
fixed their signatures on this 9th day of June,
1995.

[Signature]
Witness

VILLAS OF KEY WEST, LTD.

By [Signature]
Frank V. Bervaldi
General Partner

[Signature]
Witness

STATE OF FLORIDA)
COUNTY OF MONROE)

The foregoing instrument was acknowledged before me
this 9th day of June, 1995, by Frank V. Ber-
valdi, general partner, on behalf of Villas of Key West,
Ltd., a limited partnership.



ROBIN R. GEDIN
MY COMMISSION # CC438007 EXPIRES
April 1, 1999
BONDED THRU TROY FAH INSURANCE, INC

[Signature]
Notary Public
My commission expires:

Personally known ☒ OR Produced Identification _____
Type of Identification Produced _____

Recorded to Public Records
in Monroe County, Florida
Record Number
DARRELL L. VOENIGGE
Clerk Circuit Court

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EXHIBIT "A"

**ARTICLES OF INCORPORATION
OF**

FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 718, Florida Statutes, and certify as follows:

ARTICLE I - NAME

The name of the corporation shall be FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as "the Association."

ARTICLE II - PURPOSE

The purpose for which the Association is organized is the operation of FLAGLER CENTER III CONDOMINIUM, which Condominium is created or to be created pursuant to Chapter 718 of the Florida Statutes.

ARTICLE III - POWERS

The powers of the Association shall include and be governed by the following provisions:

- 3.1 The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.
- 3.2 The Association shall have all powers and duties set forth in the Condominium Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium, including but not limited to the following:
 - a) Assess. To make and collect assessments against members as Unit owners to defray the costs, expenses, and losses of the Condominium.

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- b) Disburse. To use the proceeds of assessments in the exercise of its powers and duties.
- c) Maintain. To maintain, repair, replace and operate the Condominium property.
- d) Insure. To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as Unit owners, as well as liability insurance for the protection of Directors of the Association.
- e) Reconstruct. To reconstruct improvements after casualty and further improve the Condominium property.
- f) Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the Condominium.
- g) Enforce. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles and the By-Laws of the Association for the use of the property in the Condominium.
- h) Manage. To manage or contract for the management and maintenance of the Condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
- i) Employ. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

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- j) Payment of Taxes and Liens. To pay taxes and assessments which are liens against any part of the Condominium (other than individual Units and the appurtenances thereto which are not owned by the Association).
 - k) Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not the obligation of owners of individual Units.
- 3.3 The Association shall have the power to purchase Units in the Condominium, and to hold, lease, mortgage and convey the same.
 - 3.4 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.
 - 3.5 The Association shall make no distribution of income to its members, Directors or officers. The Association may, however, pay reasonable salaries and/or other compensation to Directors, officers, or other employees.
 - 3.6 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium.

ARTICLE IV - MEMBERS

- 4.1 The members of the Association shall consist of all the record owners of the Condominium Units; and in the event of termination of the Condominium, shall consist of those who are members at the time of such termination and their successors and assigns. If a Unit is owned by a corporation, partnership or more than one individual (in whatever capacity) the voting member shall be determined in the manner specified by the By-Laws.
- 4.2 After the transfer of the ownership of a Unit, change of membership in the Association shall occur upon recording in the Public Records of the county in which the Condominium is situated, a deed or other instrument transferring record legal title to a Unit in the Condominium. The trans-

feree(s) designated by such instrument thus automatically become(s) a member of the Association and the membership of the transferor is terminated.

ARTICLE V - DIRECTORS

- 5.1 The affairs of the Association shall be managed by a Board of Directors consisting of three Directors.
- 5.2 All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit owners when that is specifically required.
- 5.3 Subject to the Developer's right to appoint Directors, members of the Board of Directors shall be elected at the annual meeting of the Association members in the manner specified in the By-Laws. Such Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.
- 5.4 The initial Directors named herein shall serve at the pleasure of the Developer. They and any Director appointed by the Developer as a replacement may be removed by the Developer with or without cause. The Developer shall have the right to appoint all Directors which the membership is not entitled to elect. The membership shall not be entitled to elect a Director or Directors except as hereinafter provided.
- 5.5 Within 75 days after the Unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than 60 days' notice of a meeting of the Unit owners to elect the Director(s). The notice may be given by any Unit owner if the Association fails to do so. Unit owners other than the Developer shall be entitled to elect a Director or Directors as follows:

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- a) When Unit owners other than the Developer own 15% or more of the Units, the Unit owners other than the Developer shall be entitled to elect one third of the Directors.
 - b) Unit owners other than the Developer are entitled to elect a majority of the Directors on the first to occur of the following:
 - 1) Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or
 - 2) Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or
 - 3) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
 - 4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;
 - 5) Seven years after recordation of the Declaration of Condominium.
 - c) Unit owners other than the Developer are entitled to elect all of the Directors at such time as the Developer no longer holds for sale in the ordinary course of business at least 5% of the Units in the Condominium.
- 5.6 Upon the election of a Director or Directors by Unit owners other than the Developer, the Developer shall by letter designate the Developer-appointed Director who is to be replaced. Until

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such time as the letter is received by the Board, the Director(s) elected by Unit owners other than the Developer shall have the power to designate an appropriate number of Developer-appointed Directors who shall not be entitled to vote at meetings of the Board.

- 5.7 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Frank V. Bervaldi	1224 South Street Key West, FL 33040
Ruby L. Reynolds	1224 South Street Key West, FL 33040
Frank V. Bervaldi, Jr.	1224 South Street Key West, FL 33040

- 5.8 If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- a) Assessment of the Developer as a Unit owner for capital improvements.
- b) Any action by the Association that would be detrimental to the sale of Units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed detrimental to the sale of Units.

ARTICLE VI - OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of

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Directors. The office of treasurer may be held in conjunction with any other office by one person. The president and the secretary may not be residents of the same Unit. The names of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President/Treasurer:
Secretary:

Frank V. Bervaldi
Ruby L. Reynolds

ARTICLE VII - REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation shall be:

1224 South Street
Key West, FL 33040

The name of the Corporation's initial registered agent at such address shall be:

Frank V. Bervaldi

ARTICLE VIII - INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding in which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except with regard to expenses and liabilities incurred for breach of a fiduciary duty to the Association or any of its members.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

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ARTICLE IX - BY-LAWS

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

ARTICLE X - AMENDMENTS

Amendments to the Articles of Incorporation may be adopted by a majority of the members, except that until such time as Unit owners other than the Developer acquire control of the Association, amendments may be made only by the Board of Directors.

ARTICLE XI - TERM

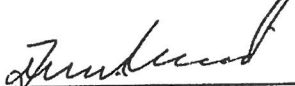
The term of the Association shall be perpetual.

IN WITNESS WHEREOF, these Articles of Incorporation have been executed this 9th day of June, 1995.



Frank V. Bervaldi
1224 South Street
Key West, FL 33040

Having been named to accept service of process for the above named corporation, at the place designated in these Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provisions of the laws of the State of Florida, relative to keeping open said office.



Frank V. Bervaldi
Registered Agent

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STATE OF FLORIDA)
COUNTY OF MONROE)

THE FOREGOING INSTRUMENT was acknowledged before me by
Frank V. Bervaldi, as a Subscriber of the above and forego-
ing Articles of Incorporation of FLAGLER CENTER III CONDO-
MINIUM ASSOCIATION, INC., this 9th day of
June, 1995.



ROBIN R. GEDIN
MY COMMISSION # CC438007 EXPIRES
April 1, 1999
BONDED THROUGH TROY FAIR INSURANCE, INC.

Robin R. Gedin
Notary Public
My commission expires:

Personally known ✓ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "B"

BY-LAWS

OF

FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC.

A FLORIDA CORPORATION NOT FOR PROFIT

SECTION I - IDENTITY

These are the By-Laws of FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC. ("the Association"), a Florida corporation not for profit organized pursuant to Chapters 617 and 718 of the Florida Statutes, for the purpose of administering FLAGLER CENTER III, A CONDOMINIUM.

- 1.1 Office. The office of the Association shall be at 1224 South Street, Key West, Florida, or at such other place as the Board of Directors may from time to time determine, provided that if the office is outside of the county in which the Condominium is situated, it shall be within 50 miles of the Condominium.
- 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless changed as provided herein.
- 1.3 Seal. The seal of the Association shall bear its name, the word "Florida," the words "Corporation not for profit" and the year of incorporation.
- 1.4 Definitions. All words used herein shall have their ordinary, commonly understood meaning, and where applicable, the meaning given in Section 4 of the Declaration of Condominium. The following additional definitions are provided:
- a) "Member" shall refer to any record owner of a Unit. When a Unit is owned by a corporation, there shall be only one member from that Unit, as provided in Section 2.1, herein.
- b) "Voting Member" shall refer to that one individual who is a member, who is empowered under Section 2.5 herein, to cast the one vote allocated to each Unit, where a vote of the Unit owners is required.

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SECTION II - MEMBERSHIP AND VOTING PROVISIONS

- 2.1 Membership. Membership in the Association and the transfer thereof shall be determined in the manner provided in the Articles of Incorporation.
- 2.2 Voting Rights.
- a) The owner(s) of each Condominium Unit shall have the voting rights to one (1) vote. If a Condominium Unit owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a Condominium Unit shall not be divisible.
 - b) A majority of the Units owners' total votes shall decide any question, unless the Declaration of Condominium, By-Laws or Articles of Incorporation of the Association provide otherwise.
- 2.3 Quorum. The presence in person or by proxy of a majority of the voting interests at a meeting of the membership shall constitute a quorum. In the event that a properly noticed membership meeting has failed to produce a quorum, the Board, by unanimous vote of all the Directors, may establish a quorum of a lesser number of Unit owners, but not less than one-third of the Unit owners' total votes, for the next meeting if that meeting is to be a special meeting. The notice of the next meeting shall state that such action has been taken by the Board.
- 2.4 Proxies. Votes may be cast by proxy only to the extent permitted by law. All proxies shall be in writing and signed by the voting member (as set forth below). Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife, where a third person is designated. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. Every proxy shall be revocable at any time at the pleasure of the Unit owner executing it.

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- 2.5 Designation of Voting Member. If a Condominium Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Condominium is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the President and attested to by the Secretary of the corporation, and filed with the Secretary of the Association. The person designated in such certificate to cast the vote for a Unit shall be known as the "voting member." If such a certificate is not on file with the Secretary of the Association for a Unit owned by a corporation, the vote of the Unit concerned shall not be considered in determining the presence of a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit. Such certificates shall be valid until revoked or until superseded by the Unit concerned. If a Unit is owned jointly by two or more persons (or by a partnership), that Unit's vote may be cast by any record owner (or partner) present at the meeting at which such vote is taken. If more than one such owner (or partner) is present, and they are unable to agree as to how to cast their Unit's one vote, that vote shall not be considered for any purpose requiring the approval of a person entitled to cast the vote of the Unit; but it shall be considered for purposes of determining the presence of a quorum. If only one such owner (or partner) is present, such person shall be entitled to cast the Unit's vote.

SECTION III - MEETINGS OF THE MEMBERSHIP

- 3.1 Place. All meetings of the Association membership shall be held at such reasonable place and time as shall be designated by the Board of Directors of the Association and stated in the Notice of Meeting, and shall be open to all Unit owners.
- 3.2 Notices. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof, to each Unit owner of record at least 14 days prior to such meeting, except as provided in Article 5.5 of the Articles of Incorporation. All notices shall be mailed to or served at the address of the

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Unit owner as it appears on the books of the Association. Notices also shall be posted in a conspicuous place on the Condominium property at least 14 continuous days prior to the meeting.

- 3.3 Annual Members' Meeting. The annual members' meeting shall be held during the month of November each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members. The date of this meeting shall be set by the Board of Directors.
- 3.4 Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or (except as provided in Sections 4.4 and 7.2) at the request, in writing, of voting members representing 25% of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.
- 3.5 Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.
- 3.6 Order of Business. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:
- a) Calling of the role and certifying of proxies.
 - b) Proof of notice of meeting or waiver of notice.
 - c) Reading and disposal of any unapproved minutes.
 - d) Reports of Officers.
 - e) Reports of Committees.
 - f) Reports of Directors.

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g) Unfinished business.

h) New business.

i) Adjournment.

- 3.7 Minutes of Meetings. The Association shall maintain minutes of each meeting in a businesslike manner and provide each member with access thereto. The Association shall retain the minutes for the period of at least seven years.

SECTION IV - BOARD OF DIRECTORS

- 4.1 Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors. All Directors, except those designated by the Developer, shall be members of the Association. Any officer of a corporate Unit owner shall be deemed to be a member of the Association so as to qualify to be a Director. Except for Directors appointed by the Developer, the term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 4.4 below.
- 4.2 Organizational Meetings. The organizational meeting of a newly elected Board of Directors of the Association shall be held within 10 days of their election, at such place and time as shall be fixed by the President, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.
- 4.3 Election of Directors. Except as to Directors who the Developer is entitled to appoint, members of the Board of Directors shall be elected by a majority of the votes cast in an election conducted in accordance with the requirements of the Condominium Act.
- 4.4 Removal of Directors. At any time after the first annual meeting of the membership at any duly convened regular or special meeting, any one or more of the Directors other than those appointed by the Developer may be recalled and removed from office

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with or without cause by the vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit owners to recall a member or members of the Board may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of Unit owners.

- 4.5 Vacancies. If the office of any Director or Directors other than those appointed by the Developer becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of fulfilling said vacancy may be held at any regular or special meeting of the Board of Directors.
- 4.6 Disqualifications and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. The transfer of title of his Unit by a Director (except for a Director appointed by the Developer) shall automatically constitute a resignation.
- 4.7 Regular Meetings, Notice. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, and shall be open to all Unit owners. Notice of regular meetings shall be given or delivered to each Director, personally or by mail, telephone or telegraph, at least 3 days prior to the day named for such meeting. Except in an emergency, notice of such meetings shall be posted conspicuously on the Condominium property 48 continuous hours in advance for the attention of Unit owners.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

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- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation of the Association or these By-Laws.
- 4.10 Adjourned Meetings. If at any meetings of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted. Notice of adjourned meetings shall be provided in the same manner as specified in Section 4.7 above.
- 4.11 Compensation. The Directors' fees, if any, shall be determined by the voting members of the Association.
- 4.12 Developer's Selection of Directors. So long as the Developer has the right to have its Directors on the Board of Directors, the Developer may designate as Directors persons who are not owners of Units in the Condominium. Said Directors may not be removed by members of the Association, as elsewhere provided herein; and when a vacancy occurs for any reason whatsoever, the vacancy shall be filled by a person designated by the Developer.
- 4.13 Presiding Officer. The presiding officer of Directors' meetings shall be the Chairman, who shall be elected by majority vote of the Directors at the organizational meeting. A Vice-Chairman also may be so elected.

SECTION V - LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

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SECTION VI - OFFICERS

- 6.1 Officers and Election. The executive officers of the Association shall be a President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors. The election shall take place at the first Board meeting following the annual meeting of the members.
- 6.2 Appointive Officers. The Board may appoint such other officers as the Board of Directors deems necessary.
- 6.3 Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by affirmative vote for removal by a majority of the whole Board of Directors. If any office becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.
- 6.4 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.
- 6.5 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or the President.

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6.6 Treasurer. The Treasurer shall have the following duties:

- a) He shall have the custody of the Association's funds and securities, except the funds payable to any Management Firm, and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all moneys and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit in the manner required by the Condominium Act.
- b) He shall disburse funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors, whenever they may require it, an account of all his transactions as the Treasurer and of the financial condition of the Association.
- c) He shall collect the assessments and maintenance fees and shall promptly report the status of collections and of all delinquencies to the Board of Directors.
- d) The duties of the Treasurer may be fulfilled by a Management Firm employed by the Association, and said Management Firm shall fulfill the duties of the Treasurer, and shall have custody of such books of the Association as it determines are necessary, in its sole discretion, and the foregoing shall include any books required to be kept by the Secretary of the Association.

6.7 Compensation. The compensation, if any, of all officers shall be fixed by the members at their annual meeting.

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SECTION VII - FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

- 7.1 Accounts. The receipt and expenditures of the Association shall be credited and charged to accounts under the following classifications or others as shall be appropriate, when authorized and approved by the Board of Directors.
- a) Common Expenses. Common expenses shall include all receipts and expenditures to be made within the year for which the receipts are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for common expense for the succeeding year or to fund reserves.
 - b) Reserves for Deferred Maintenance. Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.
 - c) Reserves for Replacement. Reserves for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
 - d) Betterments. Reserves to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements may be established.
- 7.2 Budget. The Board of Directors shall adopt a budget for each fiscal year. The budget shall be adopted in the manner provided by law.
- 7.3 Assessments. Assessments shall be payable in monthly installments, and shall be due on the same day of each month as specified by the Board of Directors.

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- 7.4 Depository. The depository of the Association shall be such bank(s) as shall be designated from time to time by the Board of Directors. Withdrawal of moneys from such accounts shall be only by check signed by such persons as authorized by the Board of Directors.
- 7.5 Audit. An audit of the accounts by the Association, if required by law, by vote of a majority of the voting members, or by vote of the Board of Directors, shall be made annually by certified public accountant, and a copy of the audit report shall be available to any member not later than April 1 of the year following the year for which the audit is made.
- 7.6 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding as required by law of all persons who control or disburse funds of the Association. The bonds must include a provision that calls for not less than 10 days' written notice to the Association and to each servicer that services a FNMA-owned mortgage in the Condominium before the bond can be canceled or substantially modified for any reason.
- 7.7 Commingling of Funds. All Association funds shall be maintained separately as provided in Section 718.111(15), Florida Statutes, or such other statute as may hereafter apply.
- 7.8 Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year at such time as it deems advisable upon obtaining any necessary consents of governmental authorities.

SECTION VIII - PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium or these By-Laws.

SECTION IX - AMENDMENT

The By-Laws may be amended in the manner set forth in the Declaration.

SECTION X - COMPLIANCE AND DEFAULT; REMEDIES

10.1 Violations. In the event of a violation (other than the nonpayment of an assessment) by a Unit owner of any of the provisions of the Declaration of Condominium, Articles of Incorporation of the Association, these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit owner by written notice of such breach, transmitted by mail, and if such violation shall continue for a period of 15 days from date of notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, Articles of Incorporation, By-Laws, or Condominium Act, and the Association may then, at its option, have the following remedies:

- a) An action at law to recover for its damage, on behalf of the Association or on behalf of the other Unit owners;
- b) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or
- c) Any other remedy provided herein (other than by lien upon a Unit), or by law.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the Unit owner. If after written demand by a Unit owner the Association fails to take action against a violation, a Unit owner may take appropriate legal action to enforce the provision violated.

10.2 Negligence or Carelessness of Unit Owner. Each Unit owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by

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that of his or her guests, invitees, employees, agents or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by any insurance company of its rights to subrogation.

- 10.3 Costs and Attorneys' Fees. In any legal proceedings arising because of an alleged default by a Unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.
- 10.4 No Waiver of Rights. The failure of the Association or of a Unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit owner to enforce such right, provision, covenant or condition in the future.
- 10.5 Election of Remedies. All rights, remedies and privileges granted to the Association or Unit owners, pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by Condominium documents, or at law or in equity.

SECTION XI - LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligation incurred, or in any way connected with, the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

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SECTION XII - RULES AND REGULATIONS

- 12.1 Adoption and Changes. The Board of Directors may from time to time adopt, amend or repeal provisions adopted by the Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Condominium Units, the common elements and limited common elements of the Condominium and any facilities or services available to the Unit owners. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and copies of same shall be furnished each Unit owner. The Initial Rules and Regulations attached herewith as Exhibit "D" shall be deemed to be adopted by the Board upon adoption of these By-Laws. Any subsequent adoption, amendment or repeal of a Rule or Regulation, however, shall not be considered to be an amendment of these By-Laws, and shall require only the majority vote of the Board. The rules shall apply to tenants as well as to Unit owners.
- 12.2 Vicarious Responsibility of Unit Owners. Any violation of the Rules and Regulations by any occupant of a Unit, or by a guest or agent of an occupant or of the Unit owner, shall be considered to be a violation by the Unit owner.

SECTION XIII - FINES

- 13.1 Authority to Impose Fines. The Board of Directors may levy reasonable fines against an occupied Unit for failure of the owner of the Unit or its occupant, licensee or invitee to comply with any provision of the Declaration, the By-Laws, or the Rules and Regulations. No fine shall exceed \$100.00 per violation nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit owner and, if applicable, its licensee or invitee.
- 13.2 Procedure. If the Board of Directors has reason to believe that a violation (or violations) as described in Section 13.1 has occurred, it shall provide the person(s) believed by them to have committed the violation(s) at least fourteen days' notice of a hearing thereon. The notice shall

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state the nature of the alleged violation, the approximate date of its occurrence and the time, date and place of the hearing. The notice shall be sent by certified mail or be hand delivered. The hearing shall be held before a committee of other Unit owners. At the hearing the Board shall present evidence of the alleged violation(s) and the person(s) believed to have committed the violation(s) shall have a reasonable opportunity to present contrary evidence and to provide any explanation. Evidentiary rules shall not apply. The committee's decision shall be based upon a preponderance of the evidence. If the committee determines that a violation has occurred, it may, in its sole discretion, suspend the fine on the condition that no further violations be committed by the offending party. The Board may adopt rules and regulations concerning the procedure for hearings and notice thereof which are not inconsistent with this Section or with Florida law.

SECTION XIV - ARBITRATION

In the event of a dispute as defined in Section 718.1255(1), Florida Statutes, the parties shall submit the dispute to mandatory nonbinding arbitration as provided in Section 718.1255.

The foregoing were adopted as the By-Laws of FLAGLER CENTER III CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on June 2, 1995.

ATTEST:

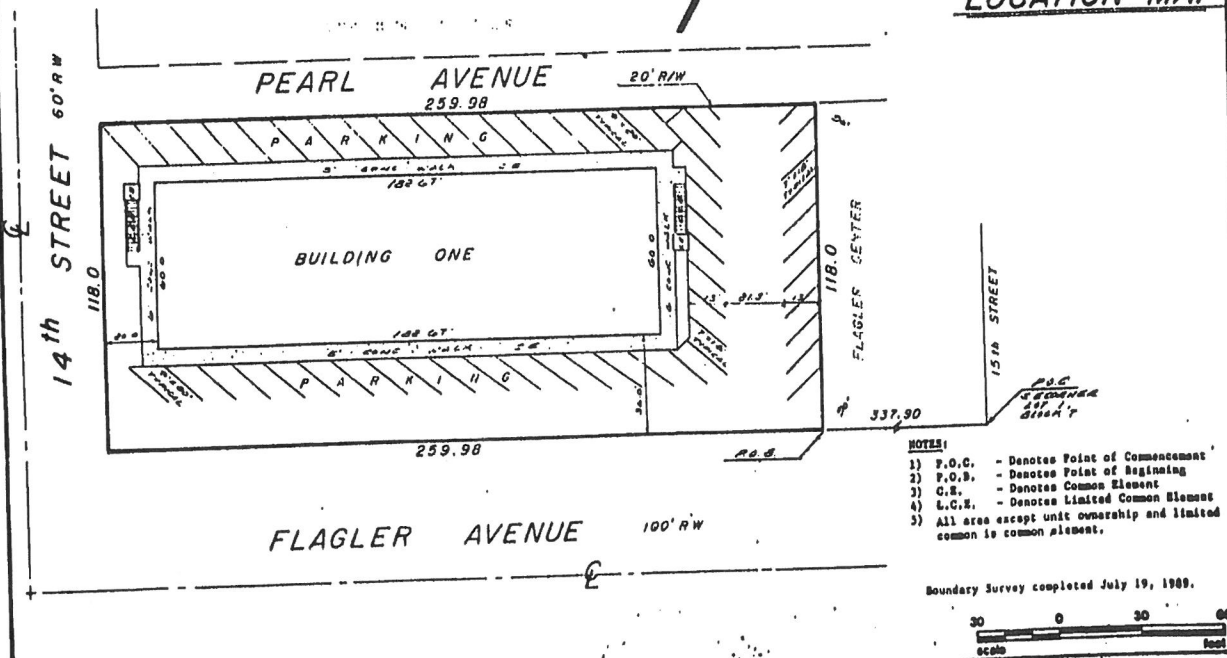
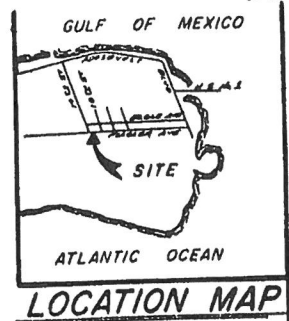
Ruby L. Reynolds
Ruby L. Reynolds
Secretary

Frank V. Bervaldi
Frank V. Bervaldi
President

NOTARIAL PUBLIC
CLARK COUNTY COURT

922511 OFF REC 1381 PAGE 285
FLAGLER CENTER III

A CONDOMINIUM
 KEY WEST MONROE COUNTY FLORIDA



PHILLIPS & TRICE SURVEYING, INC. / 1204 SIMONTON ST. / KEY WEST, FLORIDA 33040

Exhibit C

RECORDER'S MEMO:
LEGIBILITY OF WRITING, TYPING, OR PRINTING WAS
UNSATISFACTORY ON THIS DOCUMENT WHEN RECEIVED

922511

OFF
REC 1381 PAGE 286

FLAGLER CENTER III.

KEY WEST

A CONDOMINIUM
MONROE COUNTY

FLORIDA

DESCRIPTION

LAND BEING SUBMITTED TO CONDOMINIUM OWNERSHIP (ALL COMMON)

A parcel of land in Block 7 according to KEY WEST FOUNDATION CO.'S PLAT NO. 1, recorded in Plat Book 1, at Page 155 of the Public Records of Monroe County, Florida; said parcel being described as follows:
COMMENCE at the Southeast corner of Lot 1 of the said Block 7 and run thence Westerly along the Southerly boundary line of the said Block 7 for a distance of 337.9 feet to the Point of Beginning; thence continue in a Westerly direction along the said Southerly boundary line of Block 7 for a distance of 259.98 feet to the Southwesterly corner of the said Block 7; thence in a Northerly direction along the Westerly boundary line of the said Block 7 for a distance of 118.0 feet; thence in an Easterly direction parallel with the Southerly boundary line of the said Block 7 for a distance of 259.98 feet; thence in a Southerly direction parallel with the Westerly boundary line of the said Block 7 for a distance of 118.0 feet back to the Point of Beginning.

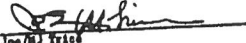
SURVEYOR'S CERTIFICATE

CERTIFICATE OF SURVEYOR:

The undersigned, being a Registered Land Surveyor authorized to perform land surveys in the State of Florida states as follows:

1. That the boundaries of the real property shown and attached hereto and made a part hereof are true and correct to the best of my knowledge and belief, the same being based on a boundary survey thereof, completed on July 1989 and performed under the personal direction and control of the Florida Professional Surveyor named below.
2. That all improvements, buildings and other facilities shown on the drawings attached hereto are not substantially complete so that the material, together with the provisions of the Declaration of Condominium describing the condominium property are not an accurate representation of the location and dimensions of the improvements and that the identification, locations and dimensions of the common elements and of each unit cannot be determined from these materials.
3. This certificate is made in accordance with Section 718.104 (4)(a) of the Florida Statutes.

PHILLIPS & TRICE SURVEYING, INC.


Joe M. Trice
Professional Surveyor
Florida Reg. Cert. #2110

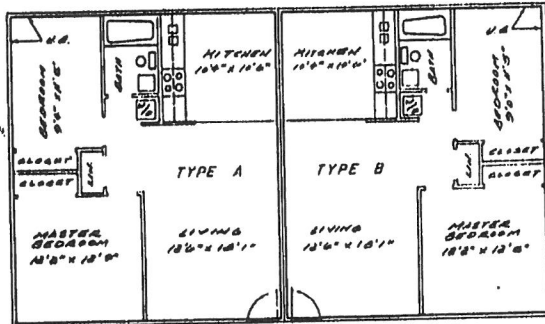
PHILLIPS & TRICE SURVEYING, INC. / 1204 SIMONTON ST. / KEY WEST, FLORIDA 33040

EXHIBIT "C"

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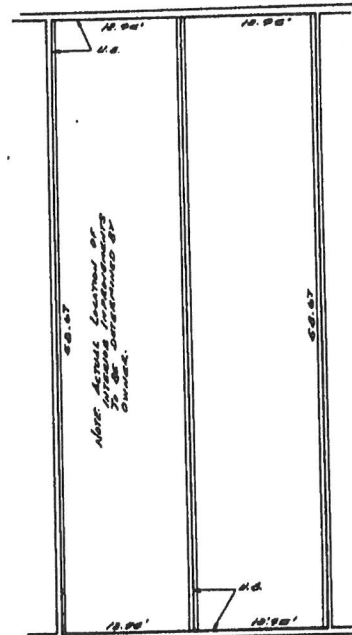
OFF
REC 1381 PAGE 287**FLAGLER CENTER III**

KEY WEST A CONDOMINIUM FLORIDA
MONROE COUNTY



TYPICAL FLOOR PLAN - 2nd FLOOR
SCALE: 1/8" = 1'-0"

NOTE: U.B. DENOTES UNIT BOUNDARY



**TYPICAL FLOOR PLAN
1st FLOOR**
SCALE: 1/8" = 1'-0"

PHILLIPS & TRICE SURVEYING, INC. / 1204 SIMONTON ST. / KEY WEST, FLORIDA 33040

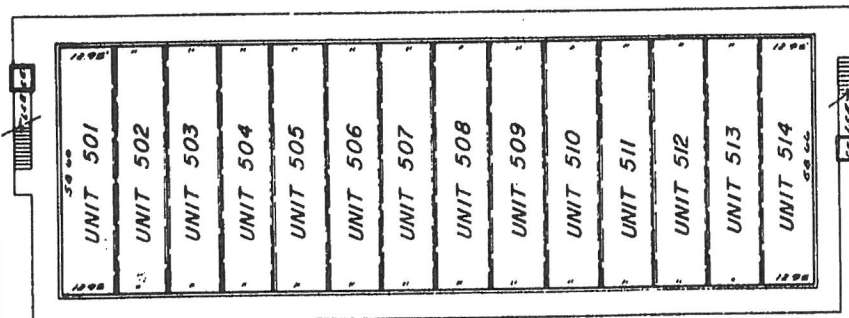
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OFF
REC 1381 PAGE 0288**FLAGLER CENTER III**

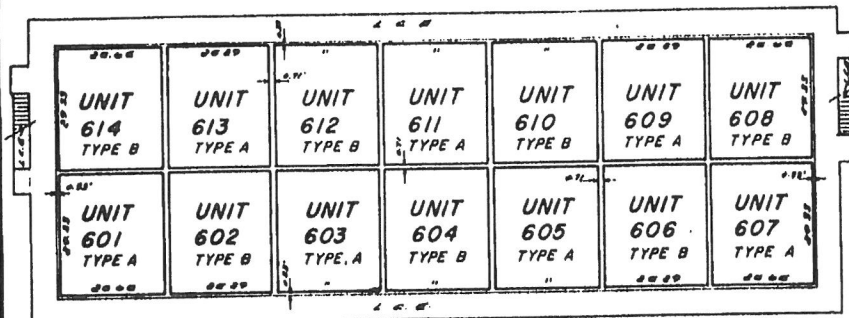
KEY WEST

A CONDOMINIUM
MONROE COUNTY

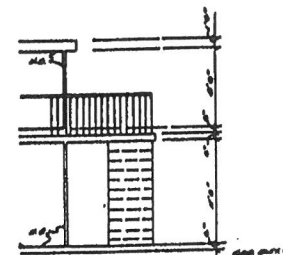
FLORIDA



FIRST FLOOR



SECOND FLOOR

VERTICAL SECTION
NO SCALE

NOTES:
 U.B. - Denotes Unit Boundary
 C.B. - Denotes Common Element
 L.C.B. - Denotes Limited Common Element

PERMITTED DIMENSIONS ARE GIVEN TO
 THE HIGHEST ONE HUNDRED FOOT
 (0.01').

WALL THICKNESS ARE 0.63' UNLESS
 OTHERWISE NOTED.



PHILLIPS & TRICE SURVEYING, INC. / 1204 SIMONTON ST. / KEY WEST, FLORIDA 33040

EXHIBIT "D"

FLAGLER CENTER III, A CONDOMINIUM

INITIAL RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Association properties, Condominium property, the common elements, and the Units, shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all those persons or entities as are enumerated in the By-Laws. Said initial Rules and Regulations are as follows:

1. VIOLATIONS OF RULES AND REGULATIONS.

Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the other officers of the Association. Violations will be called to the attention of the violating owner by the President of the Association and he will also notify the appropriate committee of the Board of Directors. Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action, provided that if the Board seeks to impose a fine, it shall follow the procedures specified in the By-Laws and a hearing shall be held before a committee of other Unit owners as provided in Section 13.2 of the By-Laws.

2. OBSTRUCTIONS.

Sidewalks, stairways, entrances, drives and passages must be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the Condominium, except such as shall have been approved in writing by the Association; nor shall anything be projected out of any window in the Condominium without similar approval. No radio or television aerial or antenna shall be attached to or hung from the exterior of the Condominium or the roof thereon without the express approval of the Association.

3. EXTERIOR APPEARANCE.

The exterior of the Condominium and all other areas appurtenant to the Condominium shall not be painted, decorated or modified by any owner in any

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REC

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manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light-reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

4. **CLEANLINESS.**

All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purposes only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instruction given to the owner by the Association.

5. **EMERGENCIES IN OWNER'S ABSENCE.**

The Association and its authorized agents shall have the authority to enter any Unit in the case of an emergency originating in or threatening the Condominium Unit. For purposes of the foregoing, an "emergency" shall mean an event in the nature of a fire, explosion, leak or natural disaster.

6. **SOLICITATION.**

There shall be no solicitation by any person anywhere on the premises for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board of Directors. This does not apply to solicitation within a commercial Unit by the owner or tenant thereof.

7. **PARKING, PARKING SPACES AND TRAFFIC.**

The parking areas will be used only for private passenger cars and trucks with a capacity of $\frac{3}{4}$ of a ton or less, except that specialty vehicles owned by the owner or tenant of a commercial Unit may be parked on the premises. No tractor-trailers may be parked on the premises. Any other vehicles such as trailers, boats, trucks, pickups, U-Hauls, etc. will not be permitted to park on the premises for any purpose other than to make deliveries or perform services.

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No repairs or maintenance of vehicles may be performed on the Condominium property except emergency repairs. All immobilized vehicles must be removed from the Condominium property within 12 hours.

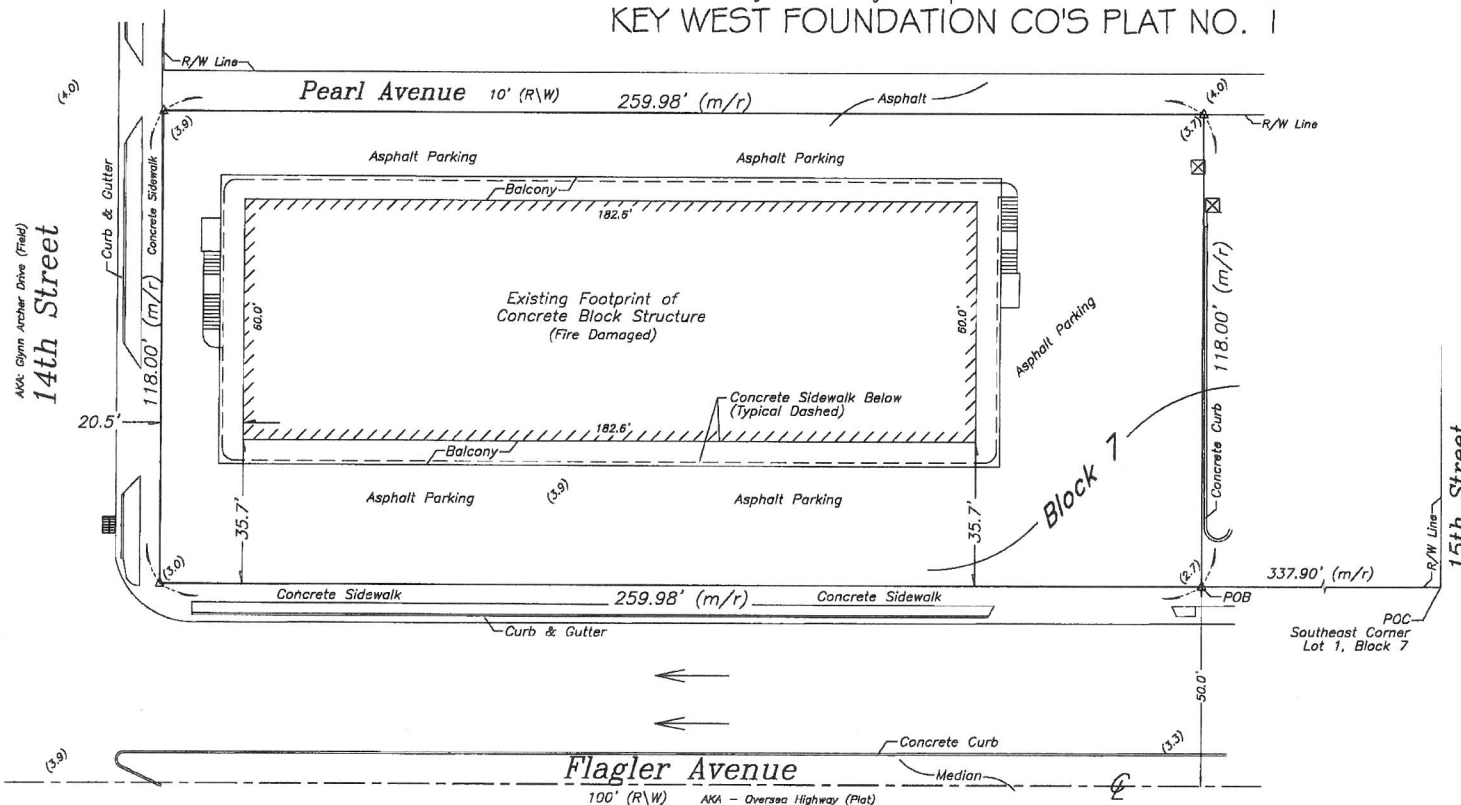
8. **PETS.**

No pets other than dogs, cats and birds may be kept or brought onto the Condominium property.

Recorded in Official Records
in Monroe County, Florida
Record Verified
DANNY L. KOLHAGEN
Clerk Circuit Court

SURVEY

Boundary Survey Map of Part of Block 7, KEY WEST FOUNDATION CO'S PLAT NO. 1



LEGEND

- Found 2" Iron Pipe (Fence Post)
- Set 3/4" Iron Pipe w/cap (6298)
- Found 1/2" Iron Rod (2863)
- ▲ Found Nail & Disc (PTS)
- △ Set Nail & Disc (6298)
- (M) Measured
- (R) Record
- (M/R) Measured & Record
- C.B.S. Concrete Block Structure
- R/W Right of Way
- POC Point of Commencing
- POB Point of Beginning
- ⊙ Centerline
- ⊗ Wood Utility Pole
- ⊗ Concrete Utility Pole
- P- Overhead Utility Lines
- (4.5) Spot Elevation (Typical)
- Catch Basin

NOTES:

1. The legal description shown hereon was furnished by the client or their agent. This survey does not determine or imply ownership.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 3201 Flagler Avenue, Key West, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. North Arrow is assumed and based on the legal description.
8. Date of field work: February 5, 2023
9. Ownership of fences is undeterminable, unless otherwise noted.
10. Adjoiners are not furnished.
11. Elevations are shown in parenthesis and refer to Mean Sea Level N.G.V.D. 1929 Datum.
12. Flood Insurance Rate Map Zone: AE (EL 8); Community Panel Number 1509K, dated 2-18-05.

BOUNDARY SURVEY OF: A parcel of land in Block 7 according to KEY WEST FOUNDATION CO'S PLAT NO. 1, recorded in Plat Book 1, at Page 155 of the Public Records of Monroe County, Florida; said parcel being described as follows:

COMMENCE at the Southeast corner of Lot 1 of the said Block 7 and run thence Westerly along the Southerly boundary line of said Block 7 for a distance of 337.9 feet to the Point of Beginning; thence continue in a Westerly direction along the said Southerly boundary line of Block 7 for a distance of 259.98 feet to the Southwesterly corner of the said Block 7; thence in a Northerly direction along the Westerly boundary line of the said Block 7 for a distance of 118.0 feet; thence in an Easterly direction parallel with the Southerly boundary line of the said Block 7 for a distance of 259.98 feet; thence in a Southerly direction parallel with the Westerly boundary line of the said Block 7 for a distance of 118.0 feet back to the Point of Beginning.

BOUNDARY SURVEY FOR: Flagler Center III Condominium;

I HEREBY CERTIFY that this survey was made under my responsible charge and meets the Standard of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 51-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM
Florida Reg. #6298

February 27, 2023

THIS SURVEY
IS NOT
ASSIGNABLE

J. LYNN O'FLYNN, Inc.



Professional Surveyor & Mapper
PSM #6298

3430 Duck Ave., Key West, FL 33040
(305) 296-7422 FAX (305) 296-2244

SITE PLAN

SCOPE OF DEMOLITION

GENERAL CONDITIONS:

1. ALL CONTRACTORS ARE REQUIRED TO VISIT THE JOB SITE TO VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO BEGINNING ANY WORK.
2. NOTIFY ARCHITECT AS SOON AS POSSIBLE OF ANY DISCREPANCIES FOR RESOLUTION OF THE ISSUE(S) PRIOR TO THE BEGINNING OF ANY WORK.
3. IT IS NOT THE INTENT OF THESE DRAWINGS TO SHOW EACH AND EVERY DETAIL.

GENERAL CONDITIONS:

1. CONTRACTOR SHALL COORDINATE ALL WORK, BOTH INTERIOR AND EXTERIOR WITH DRAWINGS BY ENGINEERS FOR ELECTRICAL, MECHANICAL, PLUMBING, STRUCTURAL, CIVIL, AND ALL AFFECTED DISCIPLINES.
2. THESE PLANS ARE FOR THE CONSTRUCTION OF THE BUILDING AT THE LOCATION SO DESIGNATED HEREON. THESE PLANS ARE NO TO BE REPRODUCED OR USED FOR ANY OTHER LOCATION.
3. THERE SHALL BE NO DEVIATION FROM THE INTENT OF THESE PLANS WITHOUT PRIOR APPROVAL FROM THE ARCHITECT.
4. ALL WORK SHALL BE PERFORMED TO THE BEST TRADE STANDARDS. ALL CONSTRUCTION IS TO BE PLUMB, SQUARE, LEVEL, AND FREE OF DEFECTS OR OBTRUSIONS UNLESS OTHERWISE NOTED ON THE PLANS. ALL MATERIAL IS TO BE NEW, ALL WOOD IS TO BE PRESSURE TREATED, AND ALL CONNECTORS ARE TO BE GALVANIZED, UNLESS OTHERWISE STATED ON THE DRAWINGS.
5. THE BUILDER IS RESPONSIBLE FOR COORDINATING THE WORKING OF ALL UTILITIES PROVIDED TO THE SITE. BUILDER SHALL DISPOSE OF ALL RUBBLE AND DEBRIS TO A LAND FILL WITH AN ADHERENCE TO ALL APPLICABLE LAWS. BUILDER IS RESPONSIBLE FOR ENSURING THAT SUBCONTRACTORS ARE FULLY AWARE OF THE REQUIREMENTS OF THIS PROJECT AND ARE SUPPLIED WITH ALL REQUIRED DRAWINGS.
6. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL FULLY FAMILIARIZE HIMSELF WITH THE SITE CONDITIONS AND COMPARE THEM TO THE CONSTRUCTION DRAWINGS FOR ACCURACY AND COMPLETENESS. ANY DISCREPANCIES OR CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT. WORK SHALL STOP IN THAT AREA UNTIL THE ISSUE IS RESOLVED.
7. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS OF THE JOB SITE AND REPORT ANY DISCREPANCIES OR CONDITIONS THAT ARE UNSATISFACTORY OR UNSAFE BEFORE PROCEEDING WITH THE WORK.
8. THE CONTRACTOR SHALL PROVIDE FOR THE SAFETY, PREVENTION OF INJURY OR LOSS AT THE JOB TO ALL PERSONS EMPLOYED ON THE WORK, PERSONS VISITING THE WORK AND THE GENERAL PUBLIC. HE SHALL ALSO BE RESPONSIBLE FOR THE PREVENTION OF DAMAGE DUE TO THE WORK, TO MATERIALS OR EQUIPMENT AND OTHER PROPERTY AT THE SITE OR ADJACENT THERETO.
9. THE GENERAL CONTRACTOR SHALL PROVIDE AN ON SITE DUMPSTER IN A LOCATION COORDINATED WITH THE OWNER FOR THE DISPOSAL OF RUBBLE AND CONSTRUCTION DEBRIS. THE DUMPSTER SHALL BE EMPTIED AT APPROPRIATE INTERVALS TO PREVENT OVERFLOW AND UNSIGHTLY CONDITIONS.
10. THE CONTRACTOR SHALL DO ALL WORK IN STRICT CONFORMANCE WITH THE PLANS, FLORIDA BUILDING CODE, LOCAL CODES AND ORDINANCES, MANUFACTURERS RECOMMENDATIONS AND ACCEPTABLE TRADE PRACTICES. IF ANY CONFLICT AMONG THE ABOVE; THE MOST STRINGENT REQUIREMENT SHALL GOVERN THE WORK.
11. ANY CHANGES MADE PRIOR TO APPROVAL BY THE OWNER AND/OR ARCHITECT ARE DISALLOWED AS EXTRAS AND THE CONTRACTOR MAY HAVE TO RESTORE ALL CHANGES TO CONFORM TO PLANS WITHOUT ADDITIONAL COMPENSATION.
12. SHOP DRAWINGS OF ALL PREFABRICATED STRUCTURAL FLOOR AND ROOF SYSTEMS SHALL BEAR THE SEAL OF THE REGISTERED FLORIDA PROFESSIONAL ENGINEER AS REQUIRED BY THE BUILDING CODE AND SHALL BE SUBMITTED TO THE ARCHITECT BY THE GENERAL CONTRACTOR FOR APPROVAL PRIOR TO CONSTRUCTION.
13. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. ANY INFORMATION THAT CANNOT BE OBTAINED BY DIMENSIONS, DETAIL OR SCHEDULE, SHALL BE OBTAINED FROM THE ARCHITECT.
14. THE CONTRACTOR SHALL CHECK AND COORDINATE THE WORK OF VARIOUS TRADES TO PREVENT ANY CONFLICTS.
15. THE CONTRACTOR SHALL FURNISH ALL SUBCONTRACTORS WITH A COMPLETE SET OF PLANS.
16. THESE PLANS AS DRAWN AND NOTED COMPLY WITH THE BUILDING ENVELOPE ENERGY REQUIREMENTS OF THE FLORIDA MODEL ENERGY CODE. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING CODE IN ITS ENTIRETY AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THIS CODE WHICH MAY BE SPECIFICALLY ADDRESSED ON THE PLANS AND NOTES.
17. ALL ELECTRICAL WORK SHALL BE DONE IN COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (CURRENT EDITION) AND THE MONROE COUNTY

26. PORTABLE REST ROOM FACILITIES TO BE PROVIDED AT THE SITE BY THE CONTRACTOR.
27. PLASTIC STIFF RIGID WOOD WATER SYSTEMS AND DRAIN SYSTEMS ALL TO CODE, SHALL BE FURNISHED.
28. PLASTIC SLATE SLEEVES IN MASONRY, PARTITIONS, AND FOUNDATIONS, ETC. AS REQUIRED FOR UTILITY SERVICES.
29. ALL INTERIOR BATHROOM WALLS WILL HAVE SOUND ATTENUATION BLANKET BETWEEN STUDS.
30. ALL PLASTIC PIPES WILL HAVE SOUND INSULATION WRAP AND ALL PENETRATIONS AND STRAPS WILL BE INSULATED FOR SOUND.
31. ALL BOLTS, CLIPS, HANGERS ETC. SHALL BE GALVANIZED (G90 MINIMUM)
32. CAST IN PLACE CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318, ACI 301, AND FLORIDA BUILDING CODE, $f'_c = 4000$ PSI IN 28 DAYS OR AS INDICATED IN STRUCTURAL NOTES AND DETAILS.
33. ALL TIMBER CONSTRUCTION SHALL CONFORM TO AF&C LATEST EDITION.
34. NO PIPE, CONDUIT, OR JUNCTION BOXES TO BE PLACED IN THE SLAB OR COLUMNS UNLESS SPECIFICALLY SHOWN ON THE STRUCTURAL DRAWINGS.
35. NEW CONCRETE EXPOSED TO DIRECT SUN SHALL BE SPRAYED OR MOPPED WITH A CURING COMPOUND TO SEAL IN MOISTURE AFTER THE FINISH HAS SET, OR THE CONCRETE CAN BE COVERED AND SOAKED WITH WATER.
36. CONCRETE SHALL NOT BE MIXED IN PLACE IN A WET AUGER HOLE.
37. ALL WOOD WITHIN 18" OF GRADE IN CONTACT WITH CONCRETE OR MASONRY SHALL BE PRESURE TREATED.
38. ALL FORMS SHALL BE WET JUST PRIOR TO PLACING CONCRETE.
39. SOLIDS TO BE TESTED FOR BUG INFESTATION PRIOR TO ANY POURS OR COVERINGS.
40. ALL FOUNDATION OPENINGS, WALL OPENINGS, FLOOR OPENINGS, ELECTRICAL BOXES, AND PENETRATIONS OF ANY KIND SHALL BE SEALED WITH NONFLAMMABLE, HIGH DENSITY FOAM.
41. THESE PLANS WERE DESIGNED TO MEET FLORIDA BUILDING CODE ASSESS 7-98 AND WIND LOAD DESIGN IS BASED ON 180 MPH PER HOUR.
42. ALLOWANCE: CONTRACTOR SHALL INCLUDE AND ENUMERATE IN HIS BASE BID THE TOTAL SUMS FOR ALL ALLOWANCES ITEMS. ALLOWANCES SUMS SHALL INCLUDE ITEMS SELECTED BY OWNER. QUANTITIES, PURCHASE, DELIVERY AND INSTALLATION SHALL BE BY CONTRACTOR. ALL OVERLAP OF ALLOWANCE AMOUNTS SHALL BE PAID FOR BY OWNER. ALL SAVINGS OF ALLOWANCE AMOUNTS SHALL BE CREDITED TO OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING DELIVERY AND INSTALLATION DATES. ALLOWANCE ITEMS, IF ANY SHALL BE LISTED IN WRITING BY THE OWNER/ARCHITECT PRIOR TO BIDDING.
43. DESIGN: IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 2020.
44. LIVE LOADS USED IN DESIGN: (SEE STRUCTURAL)

A. WIND VELOCITY.....180 MPH AS PER ASCE 7-10

BUILDING CONDITIONS:

1. ALL CONTRACTORS ARE TO PATCH ALL SURFACES OF EXISTING INTERIOR PARTITIONS THAT ARE NOT BEING DEMOLISHED OR WERE DAMAGED DUE TO DEMOLITION PROCEEDINGS.
2. REMOVE ALL EXISTING FLOOR FINISHES, ADHESIVE, ETC. AS SHOWN ON THE DRAWINGS (PATCH AND REPAIR) TO ACCOMMODATE NEW FLOOR FINISHES. PREPARE FLOOR SURFACE PER MANUFACTURER'S RECOMMENDATIONS. LEVEL AREAS AND FEATHER TO NEW AND DIFFERENT FINISHED TO AVOID TRIP HAZARDS > 1/2" (FEATHER SLOPE 1:12).
3. REMOVE ALL INDICATED WALLS, WALL FURRING, DOOR, FRAMES, ETC. THROUGHOUT THE AREA TO FACILITATE NEW CONSTRUCTION AS SHOWN IN THE CONSTRUCTION DOCUMENTS.
4. THE GENERAL CONTRACTOR SHALL REMOVE ALL EXISTING DRYWALL CEILING(S), SUSPENDED CEILING TILE(S), AND GRID(S). THE GENERAL CONTRACTOR SHALL PROVIDE AND INSTALL NEW CEILING(S) AS SHOWN IN SET. COORDINATE BRACING AND SUPPORT FOR LIGHT FIXTURES, ETC.
5. WHERE SMALL AREAS OF CEILING ARE AFFECTED BY DEMOLITION AND/OR ADJACENT TO EXISTING CEILING, REPAIR ADJOINING CEILINGS AND PAINT AND/OR INSTALL NEW TILE TO MATCH EXISTING. ROOM OR AREA SHOULD BE CONSISTENT WITH NEW CONSTRUCTION.
6. THE DEMOLITION CONTRACTOR SHALL EXERCISE CARE SO THAT ONLY THE CONSTRUCTION INDICATED OR REASONABLY IMPLIED TO BE REMOVED SHALL BE DEMOLISHED. THE EXISTING CONSTRUCTION TO REMAIN SHALL BE LEFT INTACT AND UNMADGED. TYPICAL ANY DAMAGE(S) WILL BE REQUIRED TO BE REPAIRED BY THE CONTRACTOR(S) AT NOT COST TO THE PROJECT INCLUDING AREAS OUTSIDE OF THE EXTENTS OF WORK.
7. UTILITIES, WATER, AND SEWER LINES ARE TO BE IDENTIFIED, CUT, CAPPED AND CLEARLY IDENTIFIED AND FLAGGED.

HEALTH, SAFETY, AND WELFARE:

1. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS DURING DEMOLITION AND CONSTRUCTION TO PROTECT AND MAINTAIN THE INTEGRITY AND OPERATION OF EXISTING OR TEMPORARY LIFE SAFETY AND EMERGENCY EGRESS AREAS AND SYSTEMS AS REQUIRED BY LOCAL BUILDING CODES.
2. THE GENERAL CONTRACTOR WILL VERIFY WITH THE ARCHITECT ANY EXISTING SECURITY ITEMS TO BE REMOVED AND REUSED. THE GENERAL CONTRACTOR WILL REINSTALL AS DIRECTED.
3. THE CONTRACTORS ARE RESPONSIBLE FOR THE REMOVAL OF ALL DEMOLITION AND CONSTRUCTION DEBRIS GENERATED FROM WORK, TAKING CARE TO PREVENT OVERLOADING OF FLOOR ASSEMBLY AND PROTECTION OF ADJACENT EXISTING CONSTRUCTION.
4. DURING DEMOLITION, THE CONTRACTOR(S) SHALL TAKE ALL PRECAUTIONS NECESSARY TO PREVENT STRUCTURAL AND OTHER DAMAGE TO THE BUILDINGS EXISTING WALLS.
5. ALL ITEMS INDICATED TO BE REMOVED AND ITEMS NOT INDICATED TO BE REUSED SHALL BE DISPOSED OF PROPERLY BY THE CONTRACTORS AS AGREED UPON AND DIRECTED BY THE OWNER OR THEIR AGENT.

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P-3.1	PLUMBING SANITARY RISER

CODE INFORMATION

THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES INCLUDING:

1. CODE OF ORDINANCES – CITY OF KEY WEST, FL
2. FLORIDA BUILDING CODE 2023:
 - 2.1. BUILDING CODE 2023
 - 2.2. EXISTING BUILDING CODE 2023

- ALL WORK SHALL COMPLY WITH ASCE 24-14

SCOPE OF WORK

THIS IS THE RECONSTRUCTION OF AN EXISTING FIRE
DAMAGED MIXED USE BUILDING.

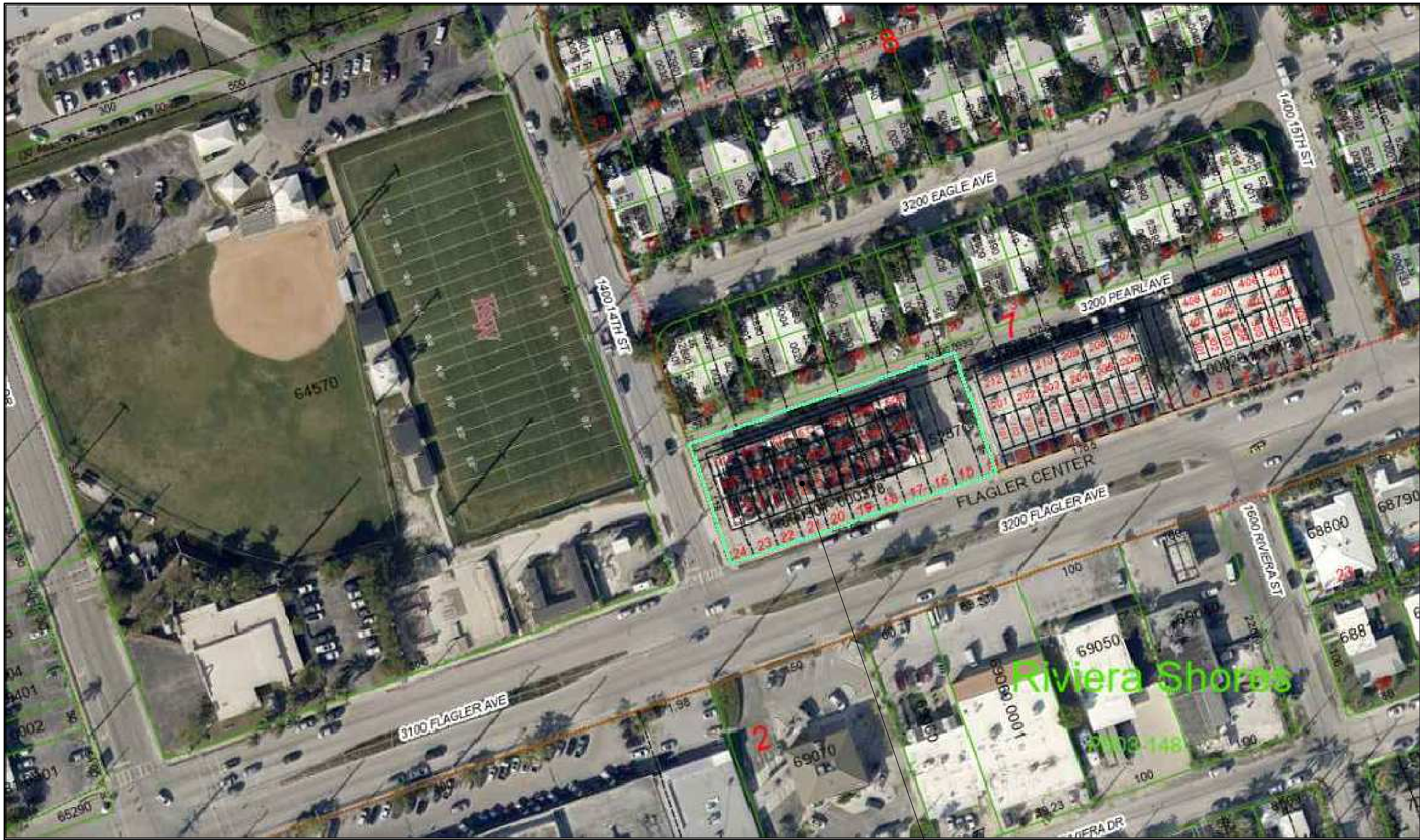
RECONSTRUCTION SHALL BE THE SAME VOLUMETRIC BUILDING ENVELOPE. THERE WILL BE NO CHANGE OF USE OR OCCUPANCY.

ZONING INFORMATION

ZONING DISTRICT : CL
EXISTING NON CONFORMING
NO CHANGES TO USE, OCCUPANCY
FLOOD ZONE: AE-8

ZONING DISTRICT : CL
EXISTING NON CONFORMING
NO CHANGES TO USE, OCCUPANCY
FLOOD ZONE: AE-8

NOTE: FA/ FP DRAWINGS TO BE PROVIDED IN SEPARATE FILING



Riviera Shore

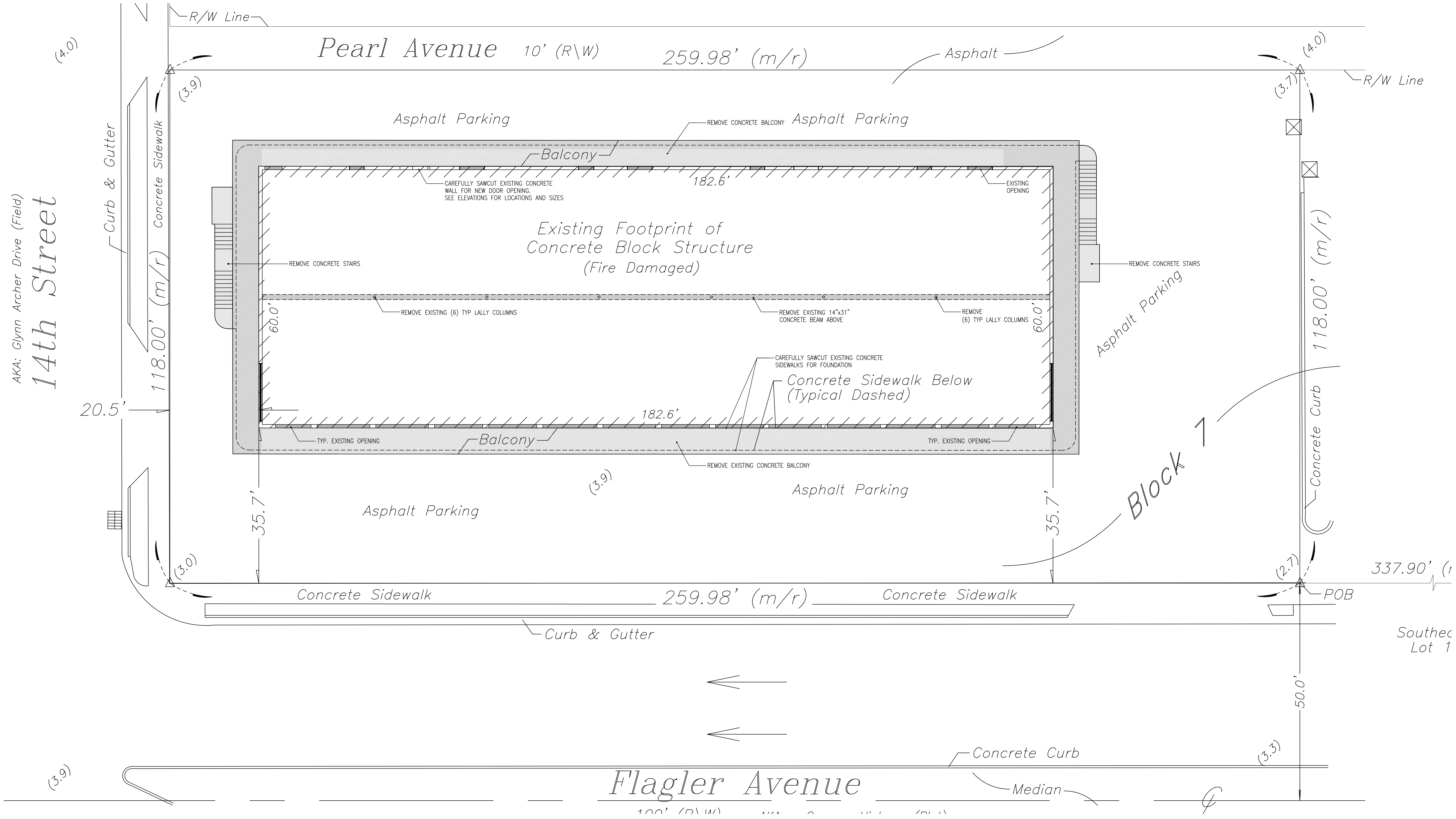
— PROJECT LOCATION

A1 1) SCALE: NOT TO SCALE

NOTES:

SCOPE OF DEMOLITION

1. THE EXISTING CONDITION/DEMOLITION DRAWINGS ARE INTENDED AS A GENERAL GUIDE TO THE DEMOLITION REQUIRED FOR THIS PROJECT. DEMOLITION IS NOT SHOWN IN COMPLETE DETAIL AND IT SHALL BE THE RESPONSIBILITY OF THE DEMOLITION CONTRACTORS TO REMOVE EXISTING CONSTRUCTION AS REQUIRED TO ACCOMPLISH THE NEW DESIGN INTENT AND/OR WORK SHOWN OR REASONABLY IMPLIED FOR CONSTRUCTION OF THE FLOOR PLAN.
2. THE CONTRACTOR SHALL REFER TO THE WORK SHOWN ON ALL OTHER DRAWINGS IN THE SET FOR THE EXTENT OF DEMOLITION REQUIRED TO PERFORM WORK INTENT.
3. DEMOLITION SHALL INCLUDE THE REMOVAL OF ALL ITEMS AS INDICATED ON THE DRAWINGS, AS WELL AS INCIDENTAL ITEMS NECESSARY FOR NEW WORK TO PROGRESS. ALL WORK SHALL BE DONE IN A WORKMAN LIKE MANNER WITH MINIMAL DISTURBANCE TO EXISTING TO REMAIN. ALL UNWANTED MATERIAL TO BE REMOVED FROM THE SITE AND PROPERLY/LEGALLY DISPOSED OF. UNLESS NOTED OTHERWISE, PATCH ALL AREAS TO REMAIN TO MATCH EXISTING IN AREAS DAMAGED BY DEMOLITION.



1
D1.0

DEMOLITION PLAN

SCALE: 3/32" = 1' - 0"

wsa
william shepler & associates
architecture

Key West, FL 33040
Tel: 352-451-1295
Email: info@wshepler.com

Seal:

Signature:

Digitally signed
by WILLIAM B
SHEPLER
Date: 2025.04.11
12:35:29 -04'00'

Consultants:

Submissions / Revisions:

BUILDING PERMIT: 2025.4.11

**FLAGLER CENTER III
CONDOMINIUM**

3201 FLAGLER AVE., KEY WEST, FL

RECONSTRUCTION OF EXIST. MIXED USE BUILDING

Drawing Size
24x36

Project #:
23014

Title:

**DEMOLITION
PLAN**

Sheet Number:

D-1.0

Date: - APRIL 11, 2025

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ASSOCIATES ARCHITECTURE LLC

LANDSCAPING NOTE:

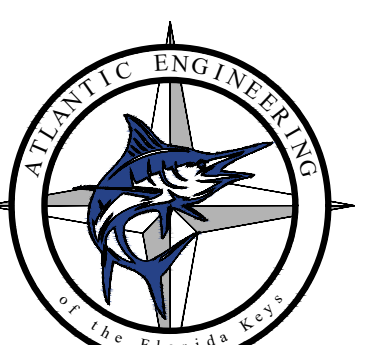
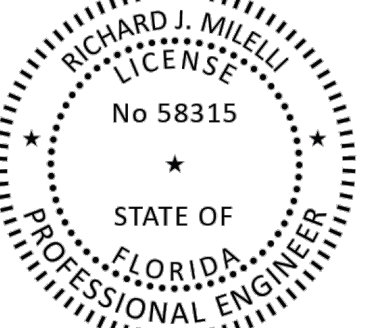
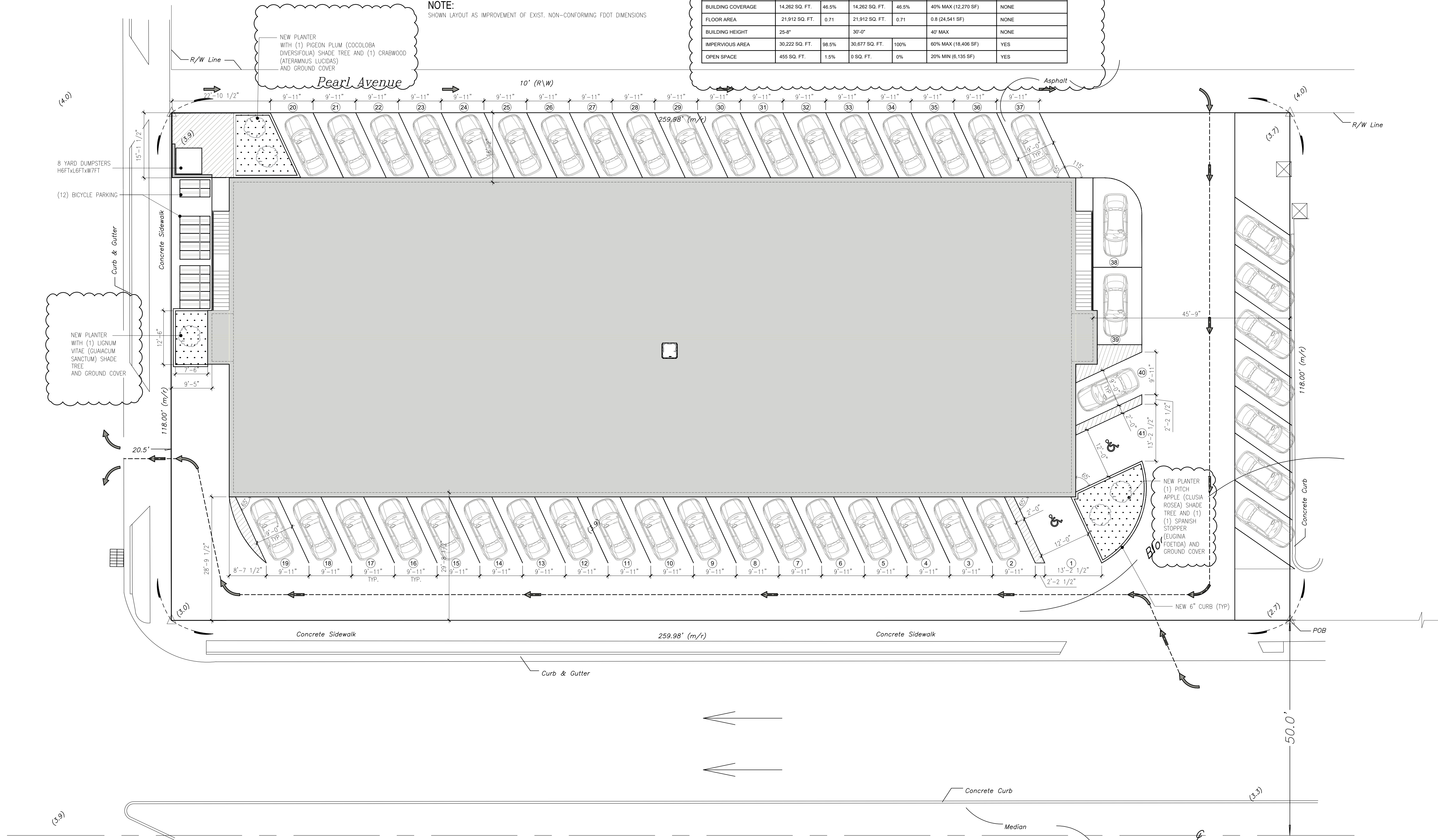
PARKING AND DRIVE AISLES = 15,114 SF
 REQUIRED LANDSCAPING AREA = 20% x 15,114 SF = 3,022 SF
 PROVIDED LANDSCAPING AREA = 455 SF
 NUMBER OF TREES REQUIRED = 3,022/100 = 31 TREES
 NUMBER OF TREES PROVIDED = 5

NOTE:

SHOWN LAYOUT AS IMPROVEMENT OF EXIST. NON-CONFORMING FDOT DIMENSIONS

PROJECT DATA

	PROPOSED	EXISTING	REQUIRED	VARIANCE REQUESTED
ZONING	CL (LIMITED COMMERCIAL)			
RE NO.	00052870-000300			
SETBACKS:				
FRONT	29'-8"	29'-8"	25'	NONE
STREET SIDE	9'-5"	9'-8"	20'	NONE
SIDE	45'-9"	46'-1"	15'	NONE
REAR	16'-2"	16'-2"	25'	NONE
LOT SIZE	NO CHANGE	30,877 SQ. FT.		NONE
BUILDING COVERAGE	14,262 SQ. FT. 46.5%	14,262 SQ. FT. 46.5%	40% MAX (12,270 SF)	NONE
FLOOR AREA	21,912 SQ. FT. 0.71	21,912 SQ. FT. 0.71	0.8 (24,541 SF)	NONE
BUILDING HEIGHT	25'-8"	30'-0"	40' MAX	NONE
IMPERVIOUS AREA	30,222 SQ. FT. 98.5%	30,677 SQ. FT. 100%	60% MAX (18,406 SF)	YES
OPEN SPACE	455 SQ. FT. 1.5%	0 SQ. FT. 0%	20% MIN (6,135 SF)	YES



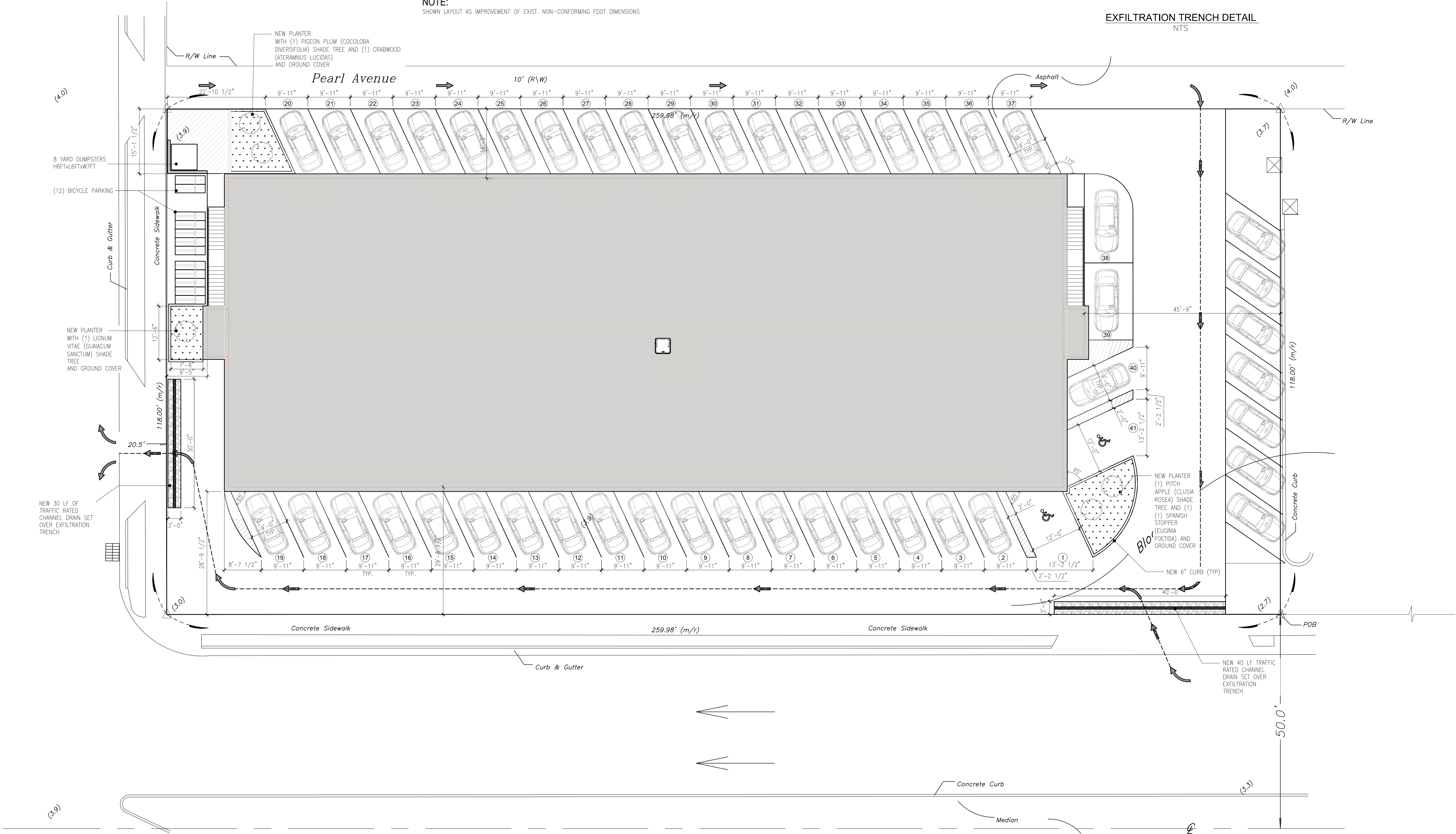
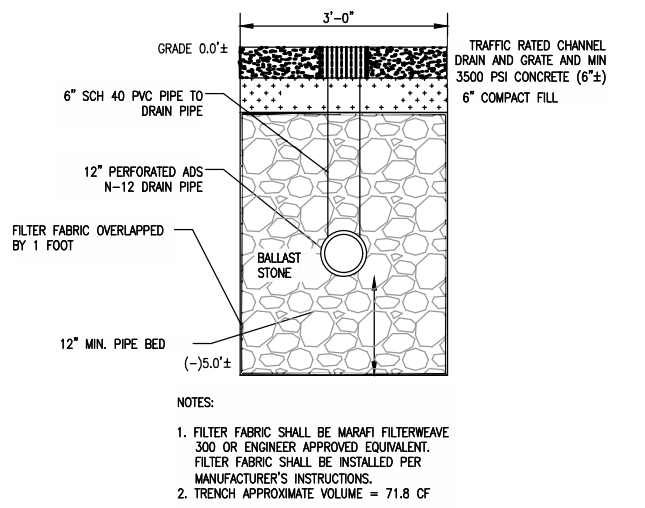
FLAGLER CENTER III
 CONDOMINIUM

3201 FLAGLER AVE., KEY WEST, FL

RECONSTRUCTION OF EXIST. MIXED USE BUILDING

LANDSCAPING NOTE:
PARKING AND DRIVE AISLES = 15,114 SF
REQUIRED LANDSCAPING AREA = 20% x 15,114 SF = 3,022 SF
PROVIDED LANDSCAPING AREA = 455 SF
NUMBER OF TREES REQUIRED = 3,022/100 = 31 TREES
NUMBER OF TREES PROVIDED = 5

NOTE:
SHOWN LAYOUT AS IMPROVEMENT OF EXIST. NON-CONFORMING FDOT DIMENSIONS



SITE PLAN (EXISTING PARKING)

1
A1.2
SCALE: 3/32" = 1' - 0"

wsa

william shepler & associates

architecture

Key West, FL 33040

Tel: 352-451-1295

Email: info@wshepler.com

Seal:

Richard J. Milelli

No 58

FLORIDA

REGISTERED PROFESSIONAL ENGINEER

Signature:

Richard J. Milelli

FL P.E. 58315

Tel: 305-481-0400

Northstar Engineering LLC

13 Bamboo Terrace

Key Haven FL

Consultants:

ALEXANDER N. FERNANDEZ, P.E.

FL License No. 91452

Submissions / Revisions:

BUILDING PERMIT: 2025.4.11

PLAN DEPT COMMENT: 2025.7.29

FLAGLER CENTER III

CONDOMINIUM

3201 FLAGLER AVE., KEY WEST, FL

RECONSTRUCTION OF EXIST. MIXED USE BUILDING

Drawing Size

24x36

Project #:

23014

Title:

PROPOSED DRAINAGE PLAN

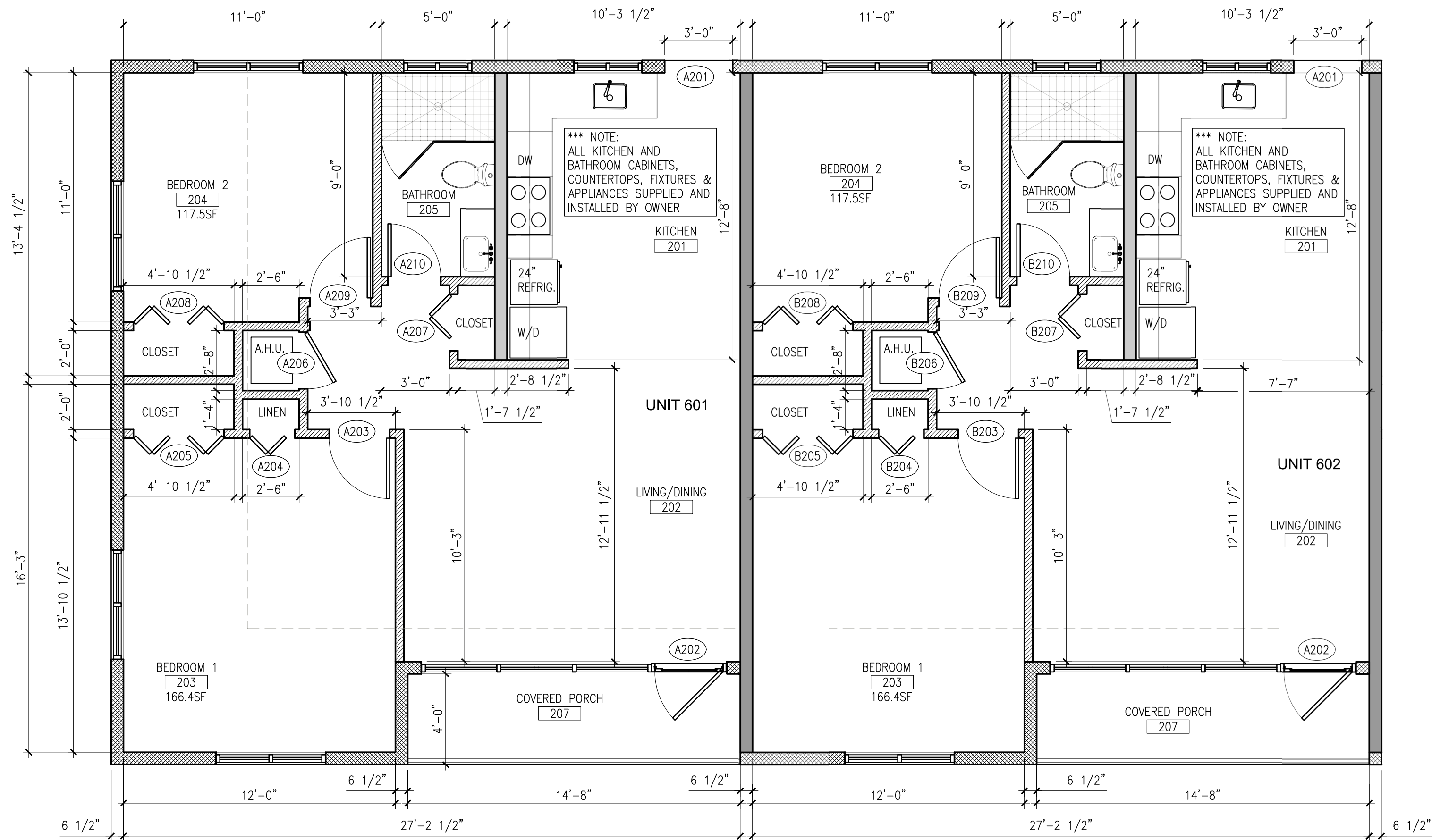
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A-1.3

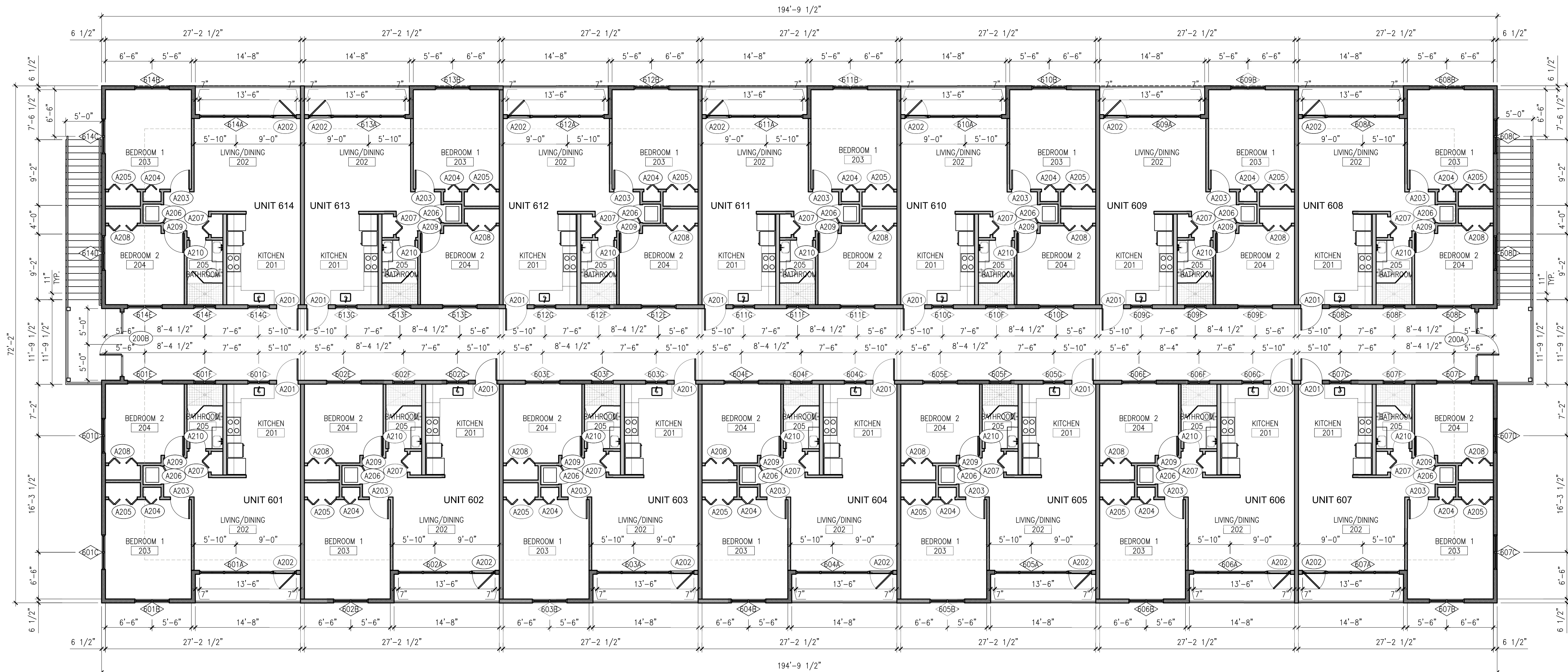
Date: - APRIL 11, 2025

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2
A2.2 **UNITS 601 & 602 FLOOR PLANS**
SCALE: 1/4"=1'-0" (756.8 SF PER UNIT + 58.8SF PORCH)



1
A2.2 **SECOND FLOOR PLAN**
SCALE: 1/8"=1'-0"

william shepler & associates
architecture

Key West, FL 33040
Tel: 352-451-1295
Email: info@wshepler.com

Seal:

Signature:

WILLIAM B SHEPLER
Digitally signed by WILLIAM B SHEPLER
Date: 2025.04.11 12:35:51 -0400

Consultants:

Alexander N. Fernandez, PE
FL License No. 91452

Submissions / Revisions:

BUILDING PERMIT: 2025.4.11

**FLAGLER CENTER III
CONDOMINIUM**

3201 FLAGLER AVE., KEY WEST, FL

RECONSTRUCTION OF EXIST. MIXED USE BUILDING

Drawing Size 24x36	Project #: 23014
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Title:

**2ND FLOOR
PLAN**

Sheet Number:

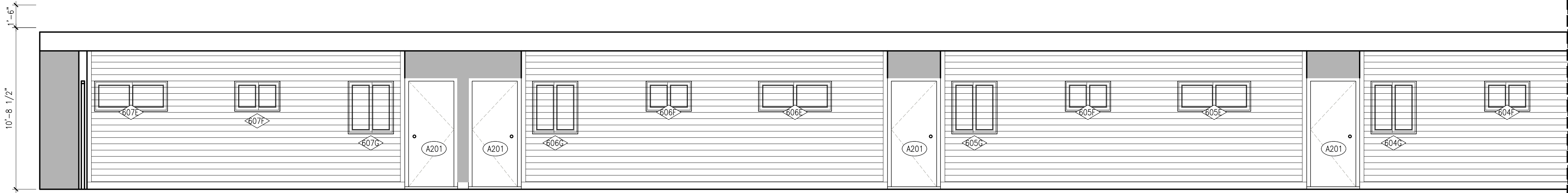
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Date: - APRIL 11, 2025

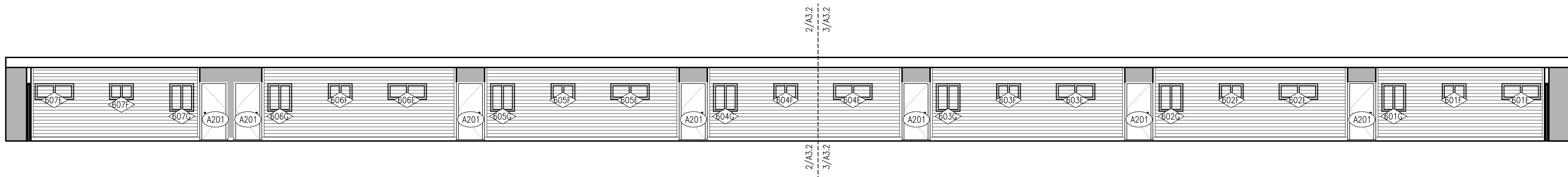
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3
A3.2 INTERIOR NORTH ELEVATION-B
SCALE: 1/4"=1'-0"



2
A3.2 INTERIOR NORTH ELEVATION - A
SCALE: 1/4"=1'-0"



1
A3.2 INTERIOR NORTH ELEVATION
SCALE: 1/8"=1'-0"

wsa

william shepler & associates

architecture

Key West, FL 33040

Tel: 352-451-1295

Email: info@wshepler.com

Seal:

Signature:

Digitally signed by WILLIAM B SHEPLER

Date: 2025.04.11 12:36:14 -04'00'

Consultants:

Alexander N. Fernandez, PE
Fl. License No. 91452

Submissions / Revisions:

BUILDING PERMIT: 2025.4.11

FLAGLER CENTER III

CONDOMINIUM

3201 FLAGLER AVE., KEY WEST, FL

RECONSTRUCTION OF EXIST. MIXED USE BUILDING

Drawing Size
24x36

Project #:
23014

Title:

PROPOSED

INTERIOR

NORTH

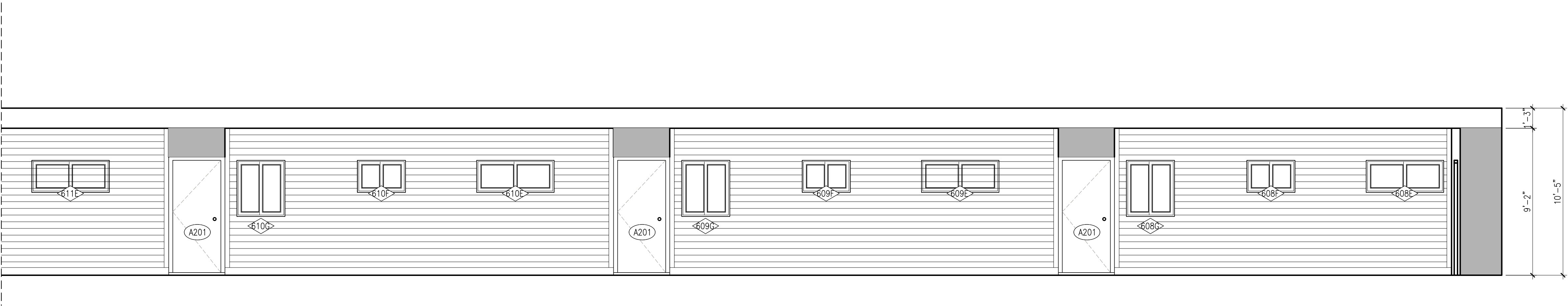
ELEVATION

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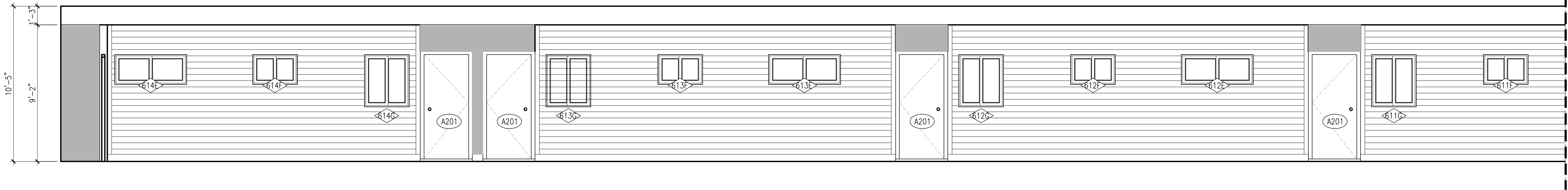
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Date: - APRIL 11, 2025

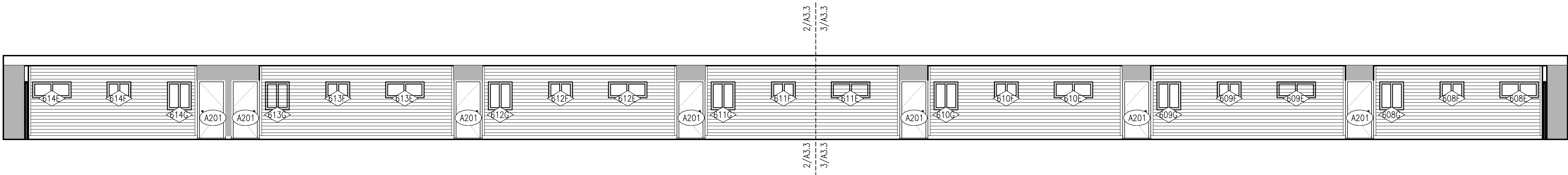
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2
A3.3
INTERIOR SOUTH ELEVATION-B
SCALE: 1/4"=1'-0"



2
A3.3
INTERIOR SOUTH ELEVATION-A
SCALE: 1/4"=1'-0"



1
A3.3
INTERIOR SOUTH ELEVATION
SCALE: 1/8"=1'-0"

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architecture

Key West, FL 33040

Tel: 352-451-1295

Email: info@wshepler.com

Seal:

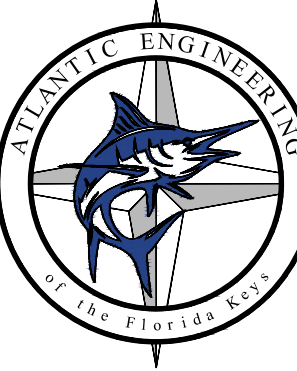


Signature:

WILLIAM B SHEPLER

Digitally signed by
WILLIAM B SHEPLER
Date: 2025.04.11
12:36:25 -0400

Consultants:



Alexander N. Fernandez, PE
Fl. License No. 91452

Submissions / Revisions:

BUILDING PERMIT: 2025.4.11

FLAGLER CENTER III
CONDOMINIUM

3201 FLAGLER AVE., KEY WEST, FL

RECONSTRUCTION OF EXIST. MIXED USE BUILDING

Drawing Size
24x36

Project #:
23014

Title:

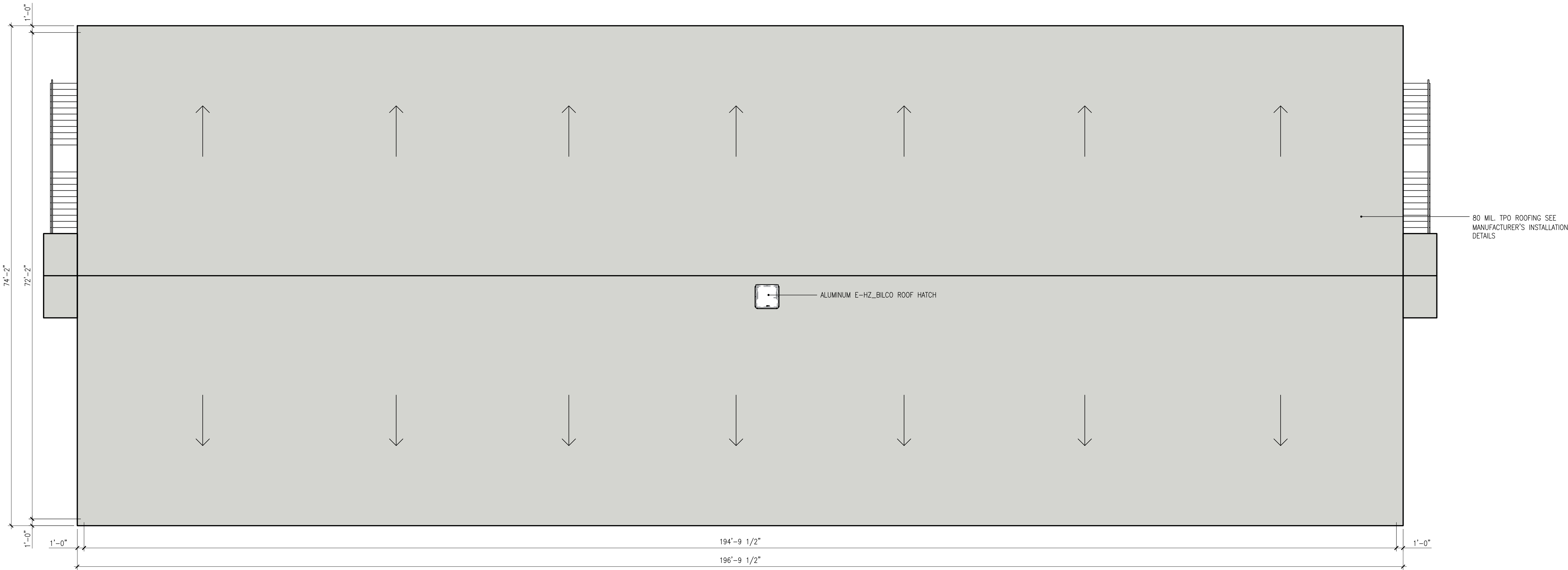
PROPOSED
INTERIOR
SOUTH
ELEVATION

Sheet Number:

A-3.3

Date: - APRIL 11, 2025

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1
A41

ROOF PLAN

SCALE: 1/8"=1'-0"

wsa

william shepler & associates

architecture

Key West, FL 33040

Tel: 352-451-1295

Email: info@wshepler.com

Seal:

Signature:

Digitally signed by WILLIAM B SHEPLER

Date: 2025.04.11 12:36:38 -04'00'

Consultants:

Alexander N. Fernandez, PE

Fl. License No. 91452

Submissions / Revisions:

BUILDING PERMIT: 2025.4.11

FLAGLER CENTER III

CONDOMINIUM

3201 FLAGLER AVE., KEY WEST, FL

RECONSTRUCTION OF EXIST. MIXED USE BUILDING

Drawing Size

24x36

Project #:

23014

Title:

ROOF PLAN

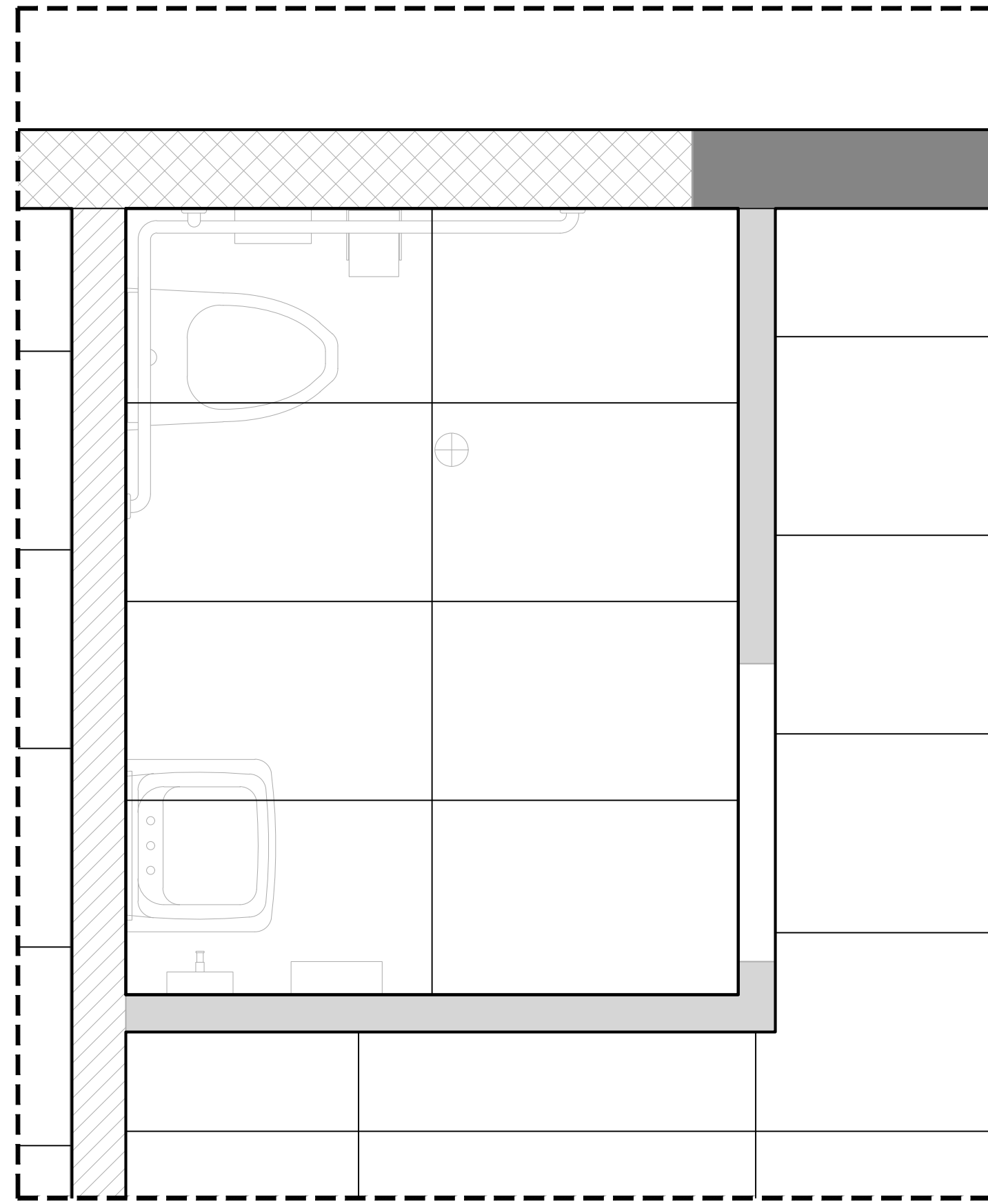
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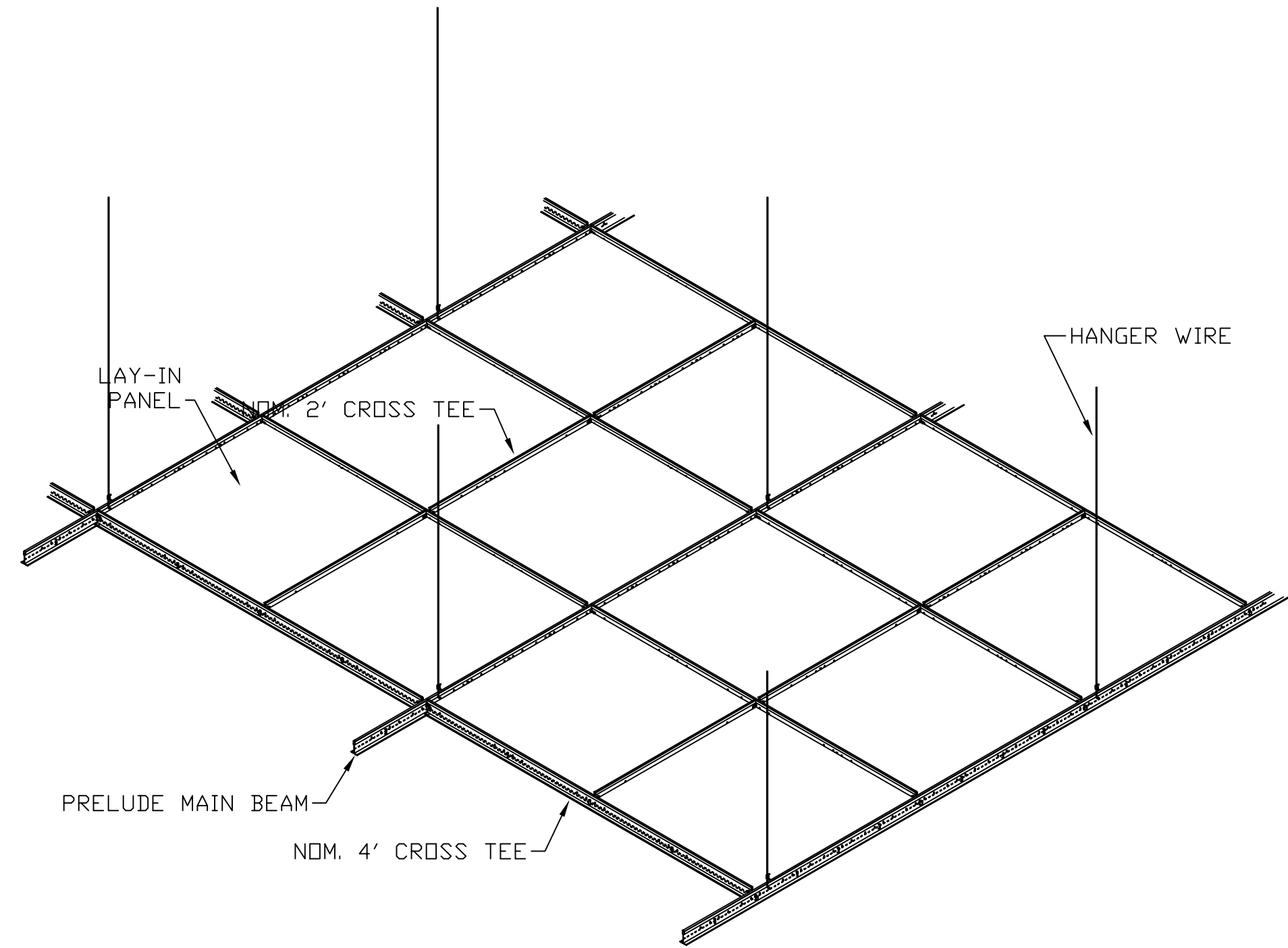
Date: -

APRIL 11, 2025

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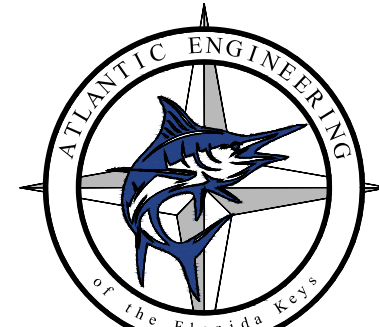
2
A5.1 ENLARGED REST ROOM RCP (TYP.)
SCALE: 3/4"=1'-0"



3
A5.1 TYPICAL GRID CEILING DETAILS (SEE SHEET A6.1)
SCALE: NOT TO SCALE



1
A5.1 FIRST FLOOR REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"



**FLAGLER CENTER III
CONDOMINIUM**
3201 FLAGLER AVE., KEY WEST, FL
RECONSTRUCTION OF EXIST. MIXED USE BUILDING

Drawing Size
24x36Project #:
23014

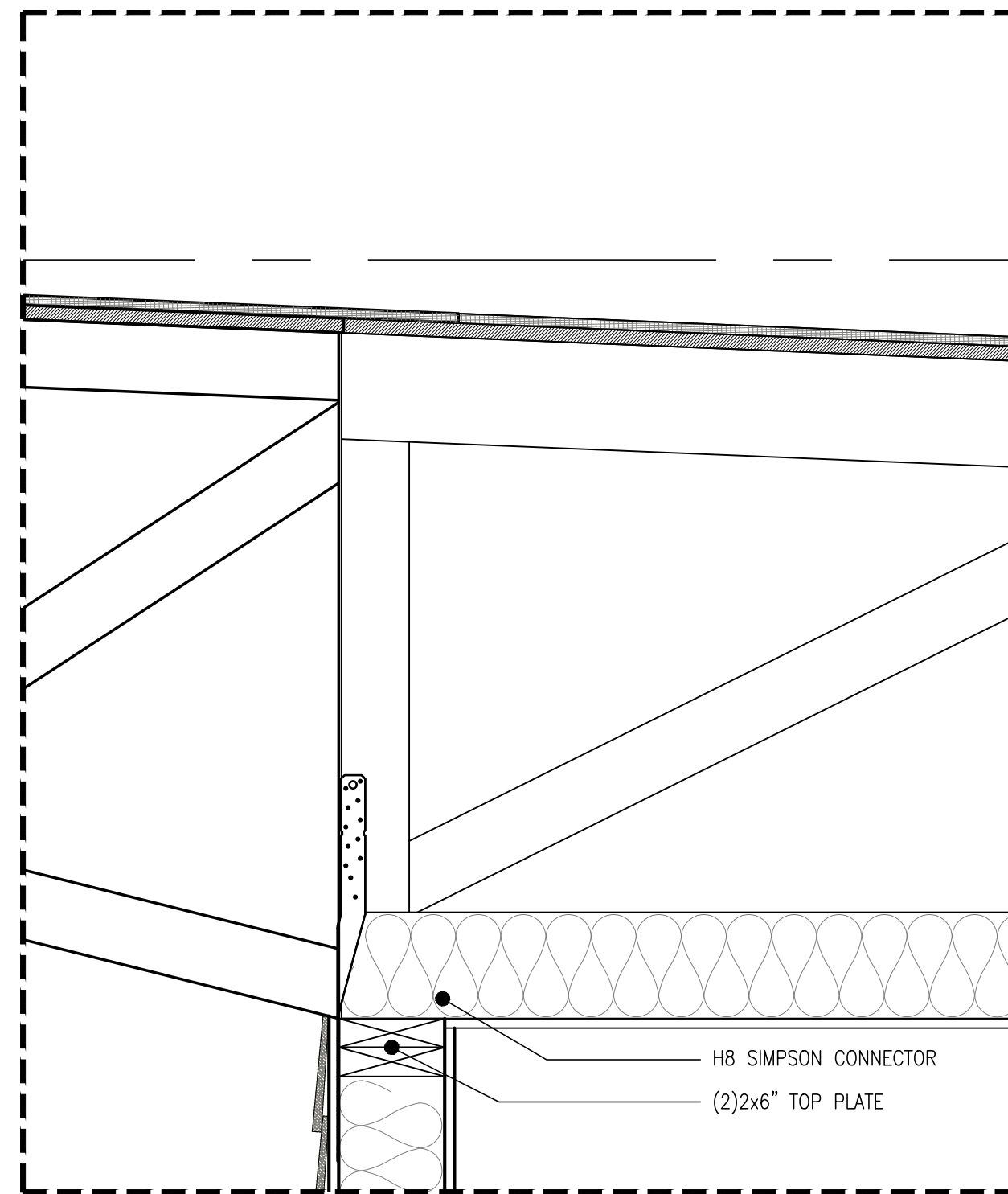
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**TRANSVERSAL
BUILDING
SECTIONS
& DETAILS**

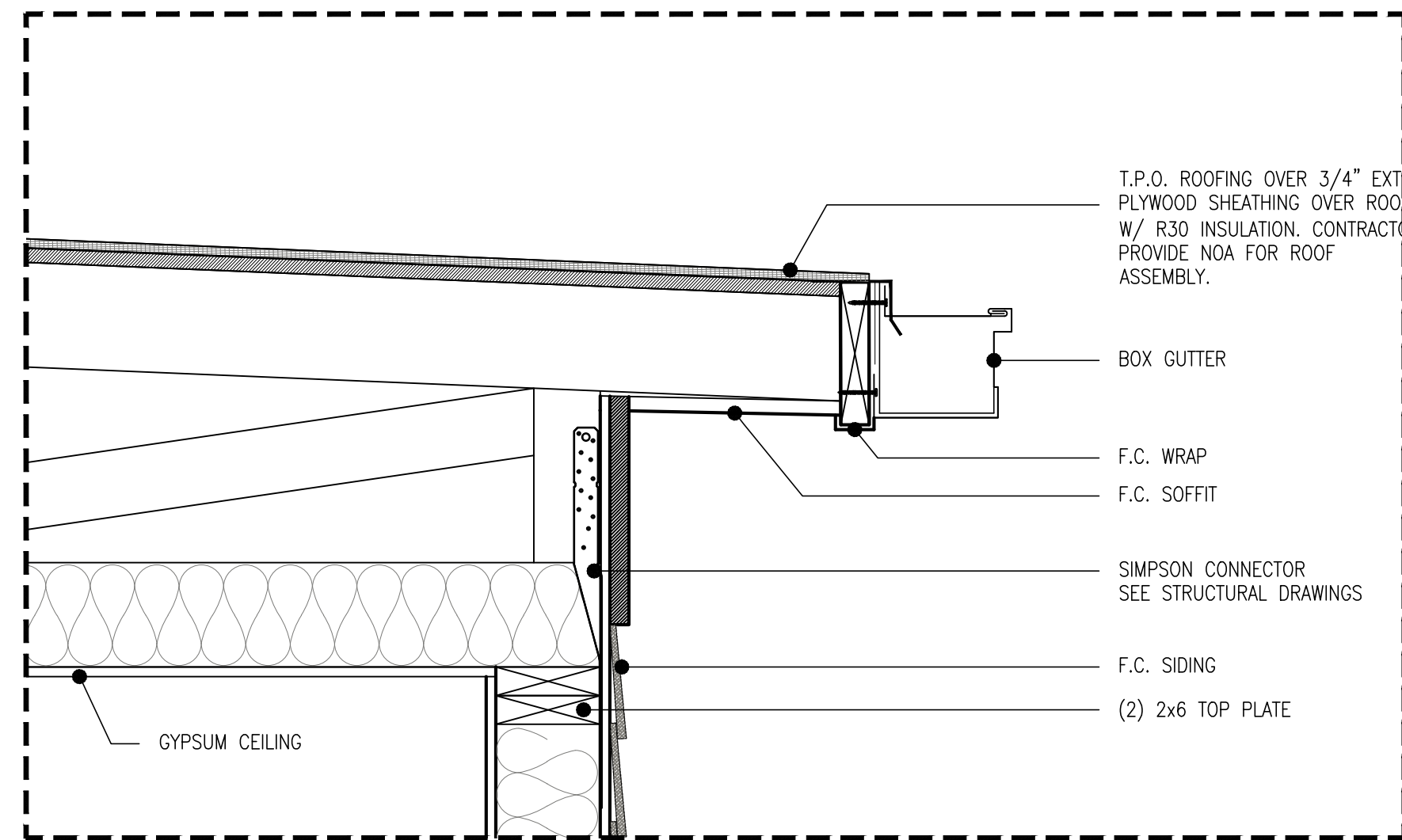
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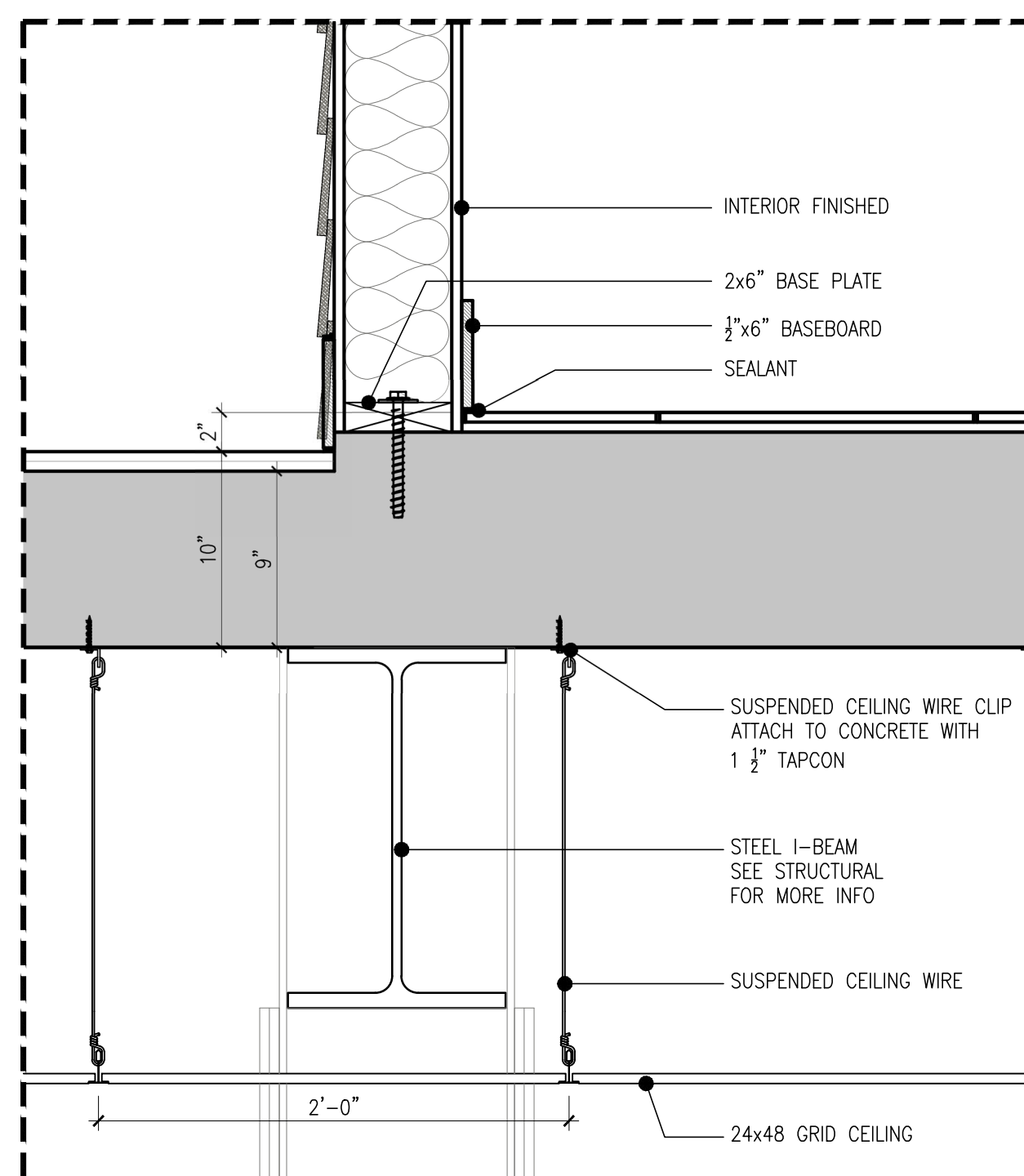
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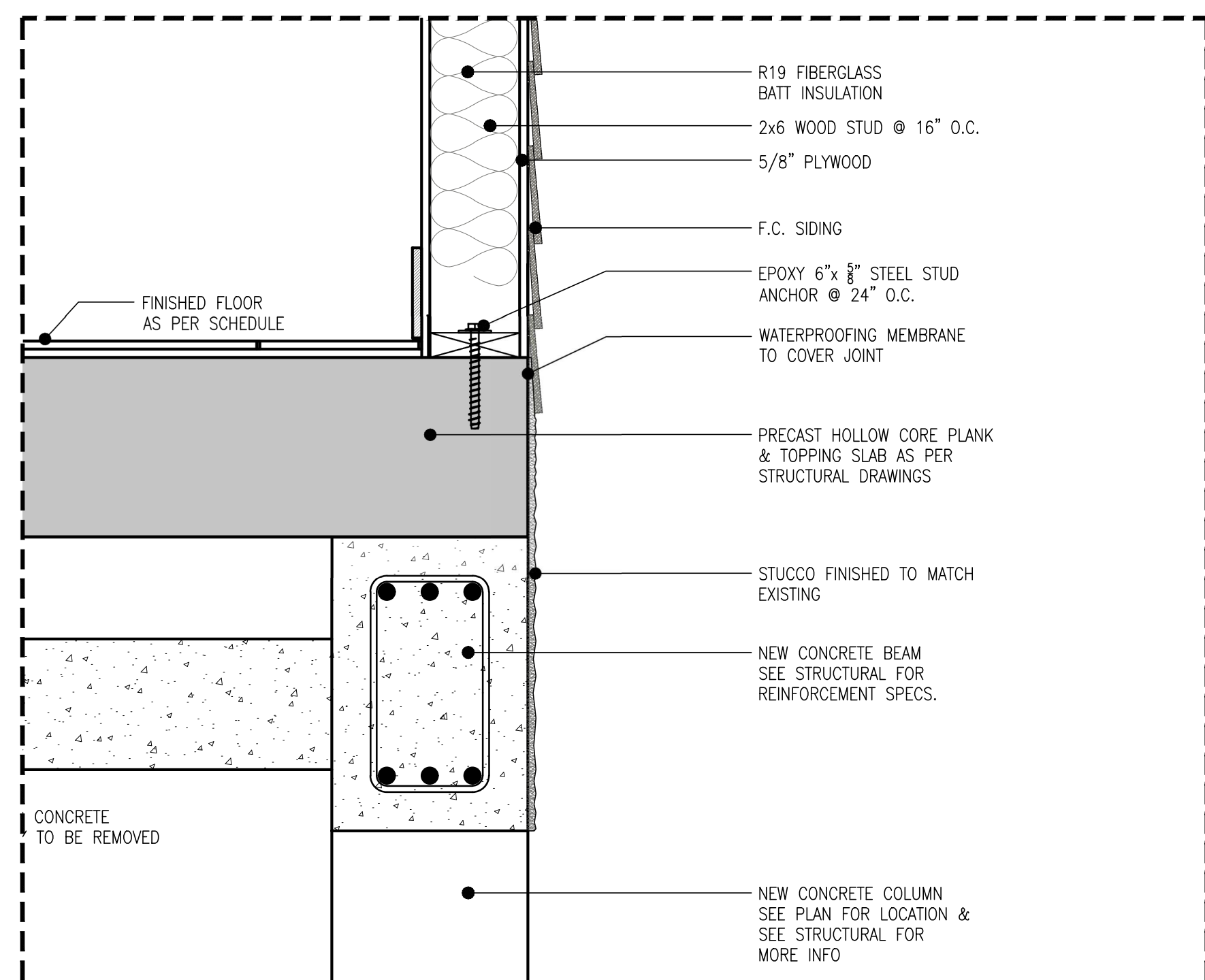
2
A6.1
DETAIL A
SCALE: 1 1/2"=1'-0"



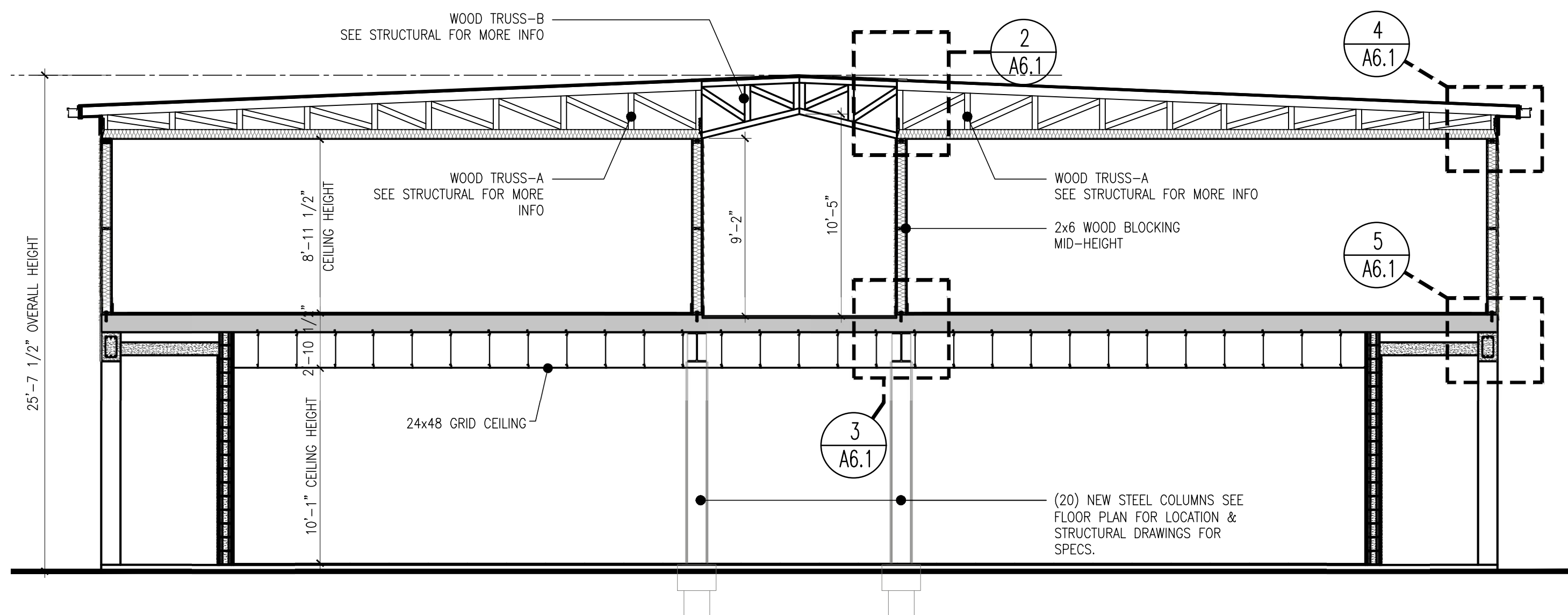
4
A6.1
DETAIL C
SCALE: 1 1/2"=1'-0"



3
A6.1
DETAIL B
SCALE: 1 1/2"=1'-0"



5
A6.1
DETAIL D
SCALE: 1 1/2"=1'-0"



1
A6.1
TRANSVERSAL BUILDING SECTION
SCALE: 3/16"=1'-0"

WINDOW SCHEDULE										
SYMBOL	DESCRIPTION	UNIT SIZE (WxH)	MANUFACTURER / MODEL	RO	FINISH	SILL HT.	NOA / FL #	DESIGN PRESS	REQ'D PRESS.	COMMENTS
FIRST FLOOR STORES										
101A	FIXED WINDOW	72" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	2 OVER 1
101B	FIXED WINDOW	132" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+60 / -90	SEE STRUCTURAL	3 OVER 1
102A	FIXED WINDOW	94" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	2 OVER 1
103A	FIXED WINDOW	106" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	2 OVER 1
103B	FIXED WINDOW	105" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	2 OVER 1
104A	FIXED WINDOW	92" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	2 OVER 1
105A	FIXED WINDOW	92" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	2 OVER 1
105B	FIXED WINDOW	145" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	3 OVER 1
106A	FIXED WINDOW	107" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	2 OVER 1
107A	FIXED WINDOW	92" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	2 OVER 1
107B	FIXED WINDOW	133" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	3 OVER 1
108A	FIXED WINDOW	105" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	2 OVER 1
109A	FIXED WINDOW	105" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	2 OVER 1
109B	FIXED WINDOW	98" x 30"	MR_GLASS / MG-500	TBD	WHITE	57"	FL27000-1	+90 / -90	SEE STRUCTURAL	2 OVER 1
100A	FIXED WINDOW	24" x 36"	MR_GLASS / MG-500	TBD	WHITE	63"	FL27000-1	+90 / -90	SEE STRUCTURAL	1 OVER 1
100B	FIXED WINDOW	24" x 36"	MR_GLASS / MG-500	TBD	WHITE	63"	FL27000-1	+90 / -90	SEE STRUCTURAL	1 OVER 1
SECOND FLOOR PRIVATE RESIDENCES										
601A	HORIZONTAL SLIDER	122" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XOX
601B	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
601C	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
601D	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
601E	HORIZONTAL SLIDER	58" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
601F	HORIZONTAL SLIDER	36" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
601G	HORIZONTAL SLIDER	36" x 42"	MR_GLASS / MG-350 HR	TBD	WHITE	42"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
602A	HORIZONTAL SLIDER	122" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XOX
602B	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
602E	HORIZONTAL SLIDER	58" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
602F	HORIZONTAL SLIDER	36" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
602G	HORIZONTAL SLIDER	36" x 42"	MR_GLASS / MG-350 HR	TBD	WHITE	42"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
603A	HORIZONTAL SLIDER	122" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XOX
603B	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
603E	HORIZONTAL SLIDER	58" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
603F	HORIZONTAL SLIDER	36" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
603G	HORIZONTAL SLIDER	36" x 42"	MR_GLASS / MG-350 HR	TBD	WHITE	42"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
604A	HORIZONTAL SLIDER	122" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XOX
604B	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
604E	HORIZONTAL SLIDER	58" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
604F	HORIZONTAL SLIDER	36" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
604G	HORIZONTAL SLIDER	36" x 42"	MR_GLASS / MG-350 HR	TBD	WHITE	42"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
605A	HORIZONTAL SLIDER	122" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XOX
605B	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
605E	HORIZONTAL SLIDER	58" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
605F	HORIZONTAL SLIDER	36" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
605G	HORIZONTAL SLIDER	36" x 42"	MR_GLASS / MG-350 HR	TBD	WHITE	42"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
606A	HORIZONTAL SLIDER	122" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XOX
606B	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
606E	HORIZONTAL SLIDER	58" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
606F	HORIZONTAL SLIDER	36" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
606G	HORIZONTAL SLIDER	36" x 42"	MR_GLASS / MG-350 HR	TBD	WHITE	42"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
607A	HORIZONTAL SLIDER	122" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XOX
607B	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
607C	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
607D	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
607E	HORIZONTAL SLIDER	58" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
607F	HORIZONTAL SLIDER	36" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
607G	HORIZONTAL SLIDER	36" x 42"	MR_GLASS / MG-350 HR	TBD	WHITE	42"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
608A	HORIZONTAL SLIDER	122" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XOX
608B	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
608C	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
608D	HORIZONTAL SLIDER	60" x 54"	MR_GLASS / MG-350 HR	TBD	WHITE	30"	FL41890	+65/-65	SEE STRUCTURAL	XO
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614F	HORIZONTAL SLIDER	36" x 24"	MR_GLASS / MG-350 HR	TBD	WHITE	60"	FL41890	+65/-65	SEE STRUCTURAL	XO (INTERIOR)
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INTERIOR DOOR SCHEDULE									
SYMBOL	DESCRIPTION	QTY.	INT./EXT.	UNIT SIZE	R.O.	MANUFACTURER / MODEL	FINISH	HARDWARE	COMMENTS
FIRST FLOOR (STORES)									
T01-1	1 PANEL / SOLID WOOD DOOR (HEMLOCK)	12	INT.	28" x 80"	Verify	JELD-WEN / 1022 OR EQUAL	TBD	TBD	SHAKER STYLE FLAT PANEL - SWING DOOR
SECOND FLOOR (RESIDENCES)									
203	1 PANEL / SOLID WOOD DOOR (HEMLOCK)	14	INT.	32" x 80"	Verify	JELD-WEN / 1022 OR EQUAL	TBD	TBD	SHAKER STYLE FLAT PANEL - SWING DOOR
204	1 PANEL / SOLID WOOD BI-FOLD CL. DOOR (HEMLOCK)	14	INT.	24" x 80"	Verify	JELD-WEN / 1022 OR EQUAL	TBD	TBD	SHAKER STYLE FLAT PANEL - SWING DOOR
205	2 PANELS / SOLID WOOD BI-FOLD CL. DOOR (HEMLOCK)	14	INT.	48" x 80"	Verify	JELD-WEN / 1022 OR EQUAL	TBD	TBD	SHAKER STYLE FLAT PANEL - SWING DOOR
206	1 PANEL / SOLID WOOD DOOR (HEMLOCK)	14	INT.	30" x 80"	Verify	JELD-WEN / 1022 OR EQUAL	TBD	TBD	SHAKER STYLE FLAT PANEL - SWING DOOR
207	1 PANEL / SOLID WOOD BI-FOLD CL. DOOR (HEMLOCK)	14	INT.	30" x 80"	Verify	JELD-WEN / 1022 OR EQUAL	TBD	TBD	SHAKER STYLE FLAT PANEL - SWING DOOR
208	2 PANELS / SOLID WOOD BI-FOLD CL. DOOR (HEMLOCK)	14	INT.	48" x 80"	Verify	JELD-WEN / 1022 OR EQUAL	TBD	TBD	SHAKER STYLE FLAT PANEL - SWING DOOR
209	1 PANEL / SOLID WOOD DOOR (HEMLOCK)	14	INT.	32" x 80"	Verify	JELD-WEN / 1022 OR EQUAL	TBD	TBD	SHAKER STYLE FLAT PANEL - SWING DOOR
210	1 PANEL / SOLID WOOD DOOR (HEMLOCK)	14	INT.	28" x 80"	Verify	JELD-WEN / 1022 OR EQUAL	TBD	TBD	SHAKER STYLE FLAT PANEL - BI-FOLD CLOSET DOOR

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william shepler & associates

architecture

Key West, FL 33040

Tel: 352-451-1295

Email: info@wshepler.com

Seal:

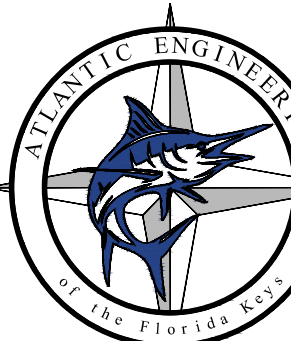


Signature: _____

WILLIAM
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SHEPLER

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by WILLIAM B
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Consultants



Alexander N. Fernandez, PE
Fl. License No. 91452

Submissions / Revisions:

BUILDING PERMIT: 2025.4.11

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**FLAGLER CENTER III
CONDOMINIUM**

Drawing Size | Project #:

23014

Title:

SCHEDULES

Sheet Number:

A-7.1

Date: - APRIL 11, 2025

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