

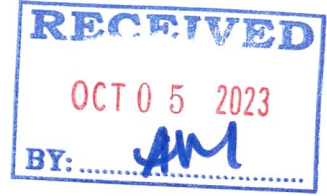
Application



CHANGE OF NONCONFORMING 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



Application Fee Schedule

| | |
|---|-------------|
| Change of Nonconforming Use Application | \$ 1,389.15 |
| Advertising and Noticing Fee | \$ 325.50 |
| Fire Department Review Fee | \$ 115.76 |
| Total Application Fee | \$1,830.41 |

1921.03

Please complete this application and attach all required documents. This will help staff process your request quickly and obtain necessary information without delay. If you have any questions, please call 305-809-3764.

PROPERTY DESCRIPTION:

Site Address: 3438 Duck Avenue, Key West FL 33040
 Real Estate (RE) #: 00053120 - 000101 & 00053120 - 000110
 Zoning District: Single Family (SF) Total Land Area (sq ft): NA (condominium)
 Property located within the Historic District? Yes No

APPLICANT: Owner Authorized Representative

Name: Melanie Youschek
 Mailing Address: 3438 Duck Ave
 City: Key West FL 33040 State: FL Zip: 33040
 Home/Mobile Phone: 727-543-8385 Office: 305-293-4233 Fax: 305-293-4234
 Email: YouschekMD@gmail.com

PROPERTY OWNER: (if different than above)

Name: Same as above
 Mailing Address: _____
 City: _____ State: _____ Zip: _____
 Home/Mobile Phone: _____ Office: _____ Fax: _____
 Email: _____

① Are there any easements, deed restrictions or other encumbrances attached to the property? Yes No
 If yes, please describe and attach relevant documents: Please see attached typed sheet for answers

② Description of existing use and proposed use. If there is more than one use, please describe each use:
Please see attached typed sheet for answers.

3 Pursuant to Section 122-32(e) of the Municipal Code, a nonconforming use of a building or structure may be changed to another nonconforming use if the Planning Board finds: (1) that the new use is equally or more appropriate to the zoning district; and (2) the change of use would not intensify the use of the premises by increasing the need for parking facilities; increasing vehicular traffic to the neighborhood; increasing noise, dust, fumes or other environmental hazards; or by having an adverse impact on drainage. Please explain how the change complies with this standard (use a separate sheet of paper if necessary):

Please see attached sheet

REQUIRED SUBMITTALS: All of the materials listed below must be submitted in order to have a complete application. Applications will not be processed until all materials are provided.

Please submit one (1) paper copy of the materials to the Planning Department along with one (1) electronic copy of materials on a flash drive.

- Correct application fee. Check may be payable to "City of Key West." *attached*
- Notarized verification form signed by property owner or the authorized representative.
- Notarized authorization form signed by property owner if applicant is not the owner.
- Copy of recorded warranty deed
- Monroe County Property record card
- Signed and sealed survey (Survey must be within 10 years from submittal date of this application)
- Site and Elevation plan (plans MUST be signed and sealed by an Engineer or Architect)
- Floor plans - *Previously Submitted*
- Stormwater management plan *MA*

1. Are there any easements, deed restrictions or other encumbrances attached to the property:

There is an ingress egress easement, copy attached to application(#7)

Deed restrictions include Condominium association, declaration of condominium attached (#8)

2. Description of existing use and proposed use. If there is more than one use, please describe each use:

The existing nonconforming use was office space for a real estate property management group (ICAMCO). The new use will be pediatric medical office space (Keys Pediatrics).

3. Pursuant to Section 122-32(e) of the municipal Code, a non conforming use of a building or structure may be changed to another non conforming use if the Planning Board finds: (1) that the new use is equally or more appropriate to the zoning district; and (2) the change of use would not intensify the use of the premises by increasing the need for parking facilities, increasing vehicular traffic to the neighborhood; increasing noise, dust, fumes, or other environmental hazards; or by having an adverse impact on drainage. Please explain how the change complies with this standard.

Keys Pediatrics serves the families of our local community and will benefit them by offering quality pediatric care close to home, walking distance for many! The use of this space as a family friendly pediatric office fits in well within a residential community surrounded by children and families.

The impact on the local neighborhood will not be intensified from the office use that was previously in this location.

The use as a medical office will not increase the need for parking facilities. There are 6 deeded parking spots for this office that will be used for patient parking. No additional parking will need to be added.

There will not be an increase in noise, dust, fumes, or other environmental hazards.

There will be no adverse impact on drainage.

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, Melanie Youschak as
Please Print Name of person with authority to execute documents on behalf of entity

owner of Two Seas Holdings
Name of office (President, Managing Member) Name of owner from deed

authorize Melanie Youschak (Key Pediatrics)
Please Print Name of Representative

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

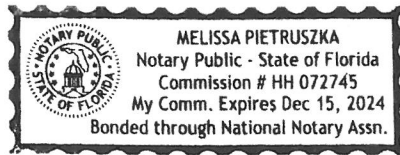
Melanie Youschak MD
Signature of person with authority to execute documents on behalf of entity owner

Subscribed and sworn to (or affirmed) before me on this 10/5/23
Date

by Melissa Pietruszka Melanie Youschak
Name of person with authority to execute documents on behalf of entity owner

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

Melissa Pietruszka
Notary's Signature and Seal



Melissa Pietruszka
Name of Acknowledger typed, printed or stamped

111072745
Commission Number, if any

Verification Form



**City of Key West
Planning Department
Verification Form**

(Where Authorized Representative is an individual)

I, Melanie Youscna, 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:

3438 Duck Avenue 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 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.

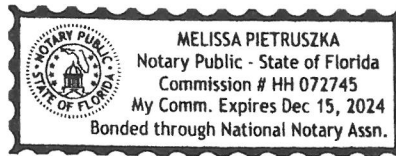
In the event the City or the Planning Department relies on any representation herein which proves to be untrue or incorrect, any action or approval based on said representation shall be subject to revocation.

Melanie Youscna
Signature of Authorized Representative

Subscribed and sworn to (or affirmed) before me on this 10/5/23 by
Melissa Pietruszka Melanie Youscna
Name of Authorized Representative

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

Melissa Pietruszka
Notary's Signature and Seal



Melissa Pietruszka
Name of Acknowledger typed, printed or stamped

114 072745
Commission Number, if any

**Poinciana Plaza Association Parking
Amendment**

FILE # 1363776
BK# 1878 PG# 707

RCD Apr 21 2003 12:10PM
DANNY L KOLHAGE, CLERK

This instrument was prepared
by and return to:
Robert E. Highsmith, Esq.
Feldman Koenig & Highsmith, P.A.
3158 Northside Drive
Key West, Florida 33040

**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
POINCIANA PLAZA CONDOMINIUMS**

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM, made by the Poinciana Plaza Condominium Association, Inc., a Florida Not-for-Profit Corporation (the "Association"), amends the Declaration of Condominium of the Poinciana Plaza Condominiums dated August 14, 2002 and recorded in Official Record Book 1809 at Page 178 *et. seq.* of the Public Records of Monroe County, Florida (the "Declaration").

WHEREAS, the Association governs, operates, controls and maintains Poinciana Plaza Condominiums (the "Condominium"); and

WHEREAS, Section 10.10 of Article 10 of the Declaration provides that the Declaration may be amended at any regular or special meeting of the members by the affirmative vote of not less than seventy-five percent (75.0%) of the votes entitled to be cast; and

WHEREAS, Florida Statutes s. 718.110(4) provides in part that an amendment to a declaration of condominium which changes the size or configuration of any unit in any material fashion or changes the proportion or percentage by which the unit owners share the common expenses of the condominium must be approved by all the record owners of all units in the condominium; and

WHEREAS, the Association desires that the Declaration be amended in a manner which changes the size and configuration of units within the Condominium and the proportion or percentage by which the unit owners share the common expenses of the condominium; and

WHEREAS, the members of the Poinciana Plaza Condominium Association, Inc., at a duly noticed meeting on January 31, 2003 at which all of the unit owners were present, voted unanimously to amend the Declaration as detailed below and adopt this Amendment to the Declaration of Condominium of Poinciana Plaza Condominiums.

NOW THEREFORE, pursuant to the Declaration of Condominium, the Bylaws of Poinciana Plaza Condominium Association and Chapter 718 of the Florida Statutes, the Condominium Act, this Amendment is adopted and the Declaration is hereby changed and amended as follows:

1. Article 1, Section 1.3 of the Declaration is amended to read:

Development Plan. The property described herein is being developed as an Office Shopping Center consisting of Nine (9) Eight (8) individual attached units sharing a common roof and common walls to be known as "POINCIANA PLAZA CONDOMINIUMS". The metes and bounds description and plot plan of each Unit is depicted on Exhibit B annexed hereto. Each Unit will be owned by the Owner in fee simple. Reference herein to properties within Poinciana Plaza shall not create any right, title or interest therein or constitute constructive notice thereof of any title or interest by any person or persons claiming by, through, under or against Declarant unless and until said property, or any portion thereof, has been deeded by the Declarant to an Owner. Unit 1A may only be sold to the owner of a Unit or the purchaser of another Unit in Poinciana Plaza Condominiums.

2. Article 2, Section 2.18 of the Declaration is amended to read:

"Limited Common Property" means that area on the southwesterly portion of Lot 21 which extends 24 feet from the northeasterly exterior of the wall, which is also the northeasterly side of Unit 2 and the front (north) of Unit 1, which area is reserved for parking for Units 1 and 2. This area shall extend from a point beginning at the northeasterly corner of the building and running parallel to Duck Avenue a distance of twenty-four (24) feet south at a 90 degree angle for the length of the main building then 90 degrees east and parallel to Duck Avenue parallel to the storeroom to a point 24 feet from the southeast corner of the building and then 24 feet to the building, in order to afford access to the storeroom. The Parking spaces designated P-1 and P-2 are designated for the exclusive use of the owners of Unit 2. The parking spaces marked P-3 through P-8 are for the exclusive use of the owners of Unit 1. The parking spaces are marked on amended sheet 6 of Exhibit B. This area is more particularly marked on Exhibit B.

3. Exhibit B of the Declaration is amended as indicated on the attached Amended Page 6 of the 11 pages comprising Exhibit B.

4. Exhibit C of the Declaration is amended as follows:


EXHIBIT "C"
SCHEDULE OF UNIT STREET ADDRESSES, COMMON PROPERTY
OWNERSHIP PERCENTAGES & VOTES IN THE ASSOCIATION

| <u>Unit Number</u> | <u>Street Address</u> | <u>Common Property Ownership Percentages</u> | <u>Votes in Association</u> |
|--------------------|----------------------------|--|---------------------------------|
| 1 | 3438 Duck Avenue | 19.0% <u>13.8%</u> | 3 <u>2</u> |
| <u>1A</u> | <u>3436 Duck, Unit 102</u> | <u>5.2%</u> | <u>1</u> |
| 2 | 3436 Duck Avenue | 11.5% | 3 |
| 3 | 3430 Duck Avenue | 8.6 | 2 |
| 4 | 3426 Duck Avenue | 7.6% | 2 |
| 5 | 3424 Duck Avenue | 3.9% | 1 |
| 6 | 3422 Duck Avenue | 8.4% | 2 |
| 7 | 3420 Duck Avenue | 4.8% | 1 |
| 8 | 3414 Duck Avenue | 36.2% | 9 |
| TOTALS: | | 100.0% | 23 Votes |

IN WITNESS WHEREOF, this Amendment to Declaration of Condominium is hereby ratified and adopted this 26 day of March, 2003.

**POINCIANA PLAZA CONDOMINIUM
 ASSOCIATION, INC.**

Hope Casaa
 Witness Hope CASAA

By: 
EDWIN O. SWIFT, III
 President

S. Monsalvatge
 Witness S. MONSALVATGE

STATE OF FLORIDA)
COUNTY OF MONROE)

On this 26 day of March, 2003, before me personally appeared **EDWIN O. SWIFT, ,** President, **Poinciana Plaza Condominium Association, Inc.** and said individual is personally know to me (yes) or (no) or who produced _____ as identification to me, and who acknowledged execution of the foregoing instrument.



S. Monsalvatge
MY COMMISSION # DD156555 EXPIRES
November 23, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

S. Monsalvatge
Notary Public, State of Florida

The record Owner of Unit 1 OLD TOWN KEY WEST DEVELOPMENT LTD. and BASS POINCIANNA PLAZA INC. consent to the Amendments:

OLD TOWN KEY WEST DEVELOPMENT, LTD.

Hope Casas
Witness Hope CASAS

[Signature]
By: EDWIN O. SWIFT, III

S. Monsalvatge
Witness S. MONSALVATGE

Nancy Aspinwall
Witness NANCY ASPINWALL

By: [Signature]
CHRISTOPHER C. BELLAND

S. Monsalvatge
Witness S. MONSALVATGE

S. Monsalvatge
Witness S. MONSALVATGE

By: Gerald R. Mosher
GERALD R. MOSHER

Freddy M. Varela
Witness Freddy M. Varela

STATE OF FLORIDA)
COUNTY OF MONROE)

On this 28 day of March, 2003, before me personally appeared **EDWIN O. SWIFT, III, CHRISTOPHER C. BELLAND and GERALD R. MOSHER** each a **General Partner of Old Town Key West Development, Ltd.**, and said individual is personally know to me (yes) or (no) or who produced _____ as identification to me, and who acknowledged execution of the foregoing instrument.



S. Monsalvatge
MY COMMISSION # DD156555 EXPIRES
November 23, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

S. Monsalvatge
Notary Public, State of Florida

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FILE #1363776
BK#1878 PG#712

BASS / POINCIANA PLAZA, INC.

Harold Wachtel
Witness

By: [Signature]
HOWARD BASS, President

[Signature]
Witness

STATE OF COLORADO)
COUNTY OF Itaska)

On this 21st day of March, 2003, before me personally appeared **Howard Bass, President of Bass/Poinciana Plaza, Inc.**, and said individual is personally know to me (yes) or (no) or who produced _____ as identification to me, and who acknowledged execution of the foregoing instrument.

[Signature]
Notary Public, State of Colorado

My Commission Expires: 4/28/06 Patti G Pope

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.



FILE #1363776
BK#1878 PG#713

The Owners if Unit 3 and the Purchasers of Unit 1A consent to the Amendment.

Michelle Gandolfo
Witness **Michelle Gandolfo**
As to 4 signatures

Philip Condella
Philip Condella

Donna L. Pasker
Witness **DONNA L. PASKER**
As to 4 signatures

Deborah Condella
Deborah Condella

Witness

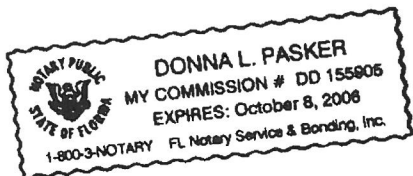
Gregory O'Flynn
Gregory O'Flynn

Witness

Janet L. O'Flynn
Janet L. O'Flynn

STATE OF FLORIDA)
COUNTY OF MONROE)

On this 26th day of March, 2003, before me personally appeared **Philip Condella** and **Deborah Condella**, **Gregory O'Flynn**, and **Janet L. O'Flynn** said individuals are personally know to me (yes) or (no) or who produced _____ as identification to me, and who acknowledged execution of the foregoing instrument.



Notary Public
Notary Public, State of Florida

The holder of the mortgage on Unit 1 of Poinciana Plaza Condominium, Inc., Marine Bank of the Florida Keys, consents to the Amendments.

MARINE BANK OF THE FLORIDA KEYS

Susan Richards
Witness **SUSAN L RICHARDS**

By: William M. Daniels
William M. Daniels
Vice Pres. & Sr. Lending Officer

Melissa A. Sparadeo
Witness **Melissa A. Sparadeo**

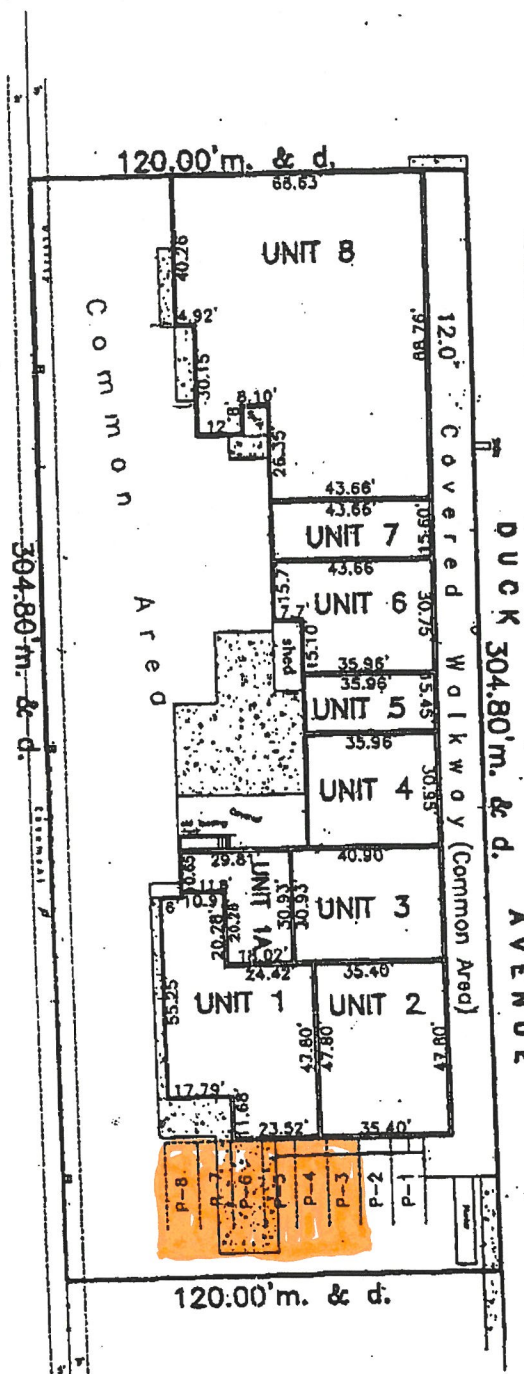
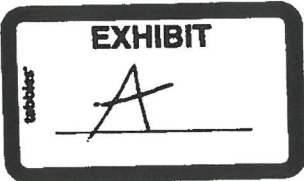
STATE OF FLORIDA)
COUNTY OF MONROE)

On this 15th day of April, 2003, before me personally appeared WILLIAM M. DANIELS, Vice Pres. & Sr. Lending Officer, of MARINE BANK OF THE FLORIDA KEYS, and said individual is personally known to me, and who acknowledged execution of the foregoing instrument.

Susan Richards
Notary Public State of Florida
SUSAN L RICHARDS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD015203
MY COMMISSION EXP. APR. 30, 2005

POINCIANA PLAZA A Condominium UNIT BOUNDARIES

FILE #1363776
BK#1878 PG#715



AREA:

| | |
|------------|------------|
| Unit No.1 | 2225± S.F. |
| Unit No.1A | 812± S.F. |
| Unit No.2 | |
| Unit No.3 | |
| Unit No.4 | |
| Unit No.5 | |
| Unit No.6 | |
| Unit No.7 | |
| Unit No.8 | |
| Total | |

Note: Areas are calculated to centerline of common wall, and/or outside wall.

ALL DIMENSIONS ARE .6"±

AREA (Loft's):

| | |
|-----------|---------------------------------|
| Unit No.3 | 919± S.F. |
| Unit No.4 | 1111± S.F. (interior only area) |

P-1 denotes parking spaces (9'x24')
Parking spaces P-1 & P-2 are Limited Common Elements to Unit 2
Parking spaces P-3 & P-8 are Limited Common Elements to Unit 1

Sheet 6 of 11

| | | | |
|---|------------|------------------------|-----------------|
| Poinciana Plaza Condominium 3400-3465 Duck Avenue, Key West, Florida 33040 | | | |
| Condominium Survey | | Dwn No.: 02-478 | |
| Scale: 1"=40' | Ref. 168-2 | Flood panel No. 1709 G | Dwn. By: F.M.H. |
| Date: 7/24/02. | | Flood Zone: AE | Flood Elev. 7' |
| REVISIONS AND/OR ADDITIONS | | | |
| 8/8/02: Revise areas | | | |
| 11/18/02: Add Unit 1A, correct areas, % | | | |
| 11/21/02: L.C.E. Parking Sp. | | | |

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040:
(305) 293-0488
Fax. (305) 293-0237

MONROE COUNTY
OFFICIAL RECORDS

**Poinciana Plaza Condominium
Declarations**

RCD Aug 22 2002 08:57AM
DANNY L KOLHAGE, CLERK

This instrument was prepared
by and return to:
Robert E. Highsmith, Esq
Feldman Koenig & Highsmith, P.A.
3158 Northside Drive
Key West, Florida 33040

**DECLARATION OF CONDOMINIUM
OF
POINCIANA PLAZA CONDOMINIUMS**

THIS DECLARATION, made by Old Town Key West Development, Ltd. and Bass/Poinciana Plaza, Inc., hereinafter referred to collectively as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the sole owner of all of that certain real property, located in Monroe County, Florida, as more particularly described in Exhibit A annexed hereto ("the Property"); and

WHEREAS, in order to develop the Property and preserve and enhance the values and amenities of the Property and the architectural integrity and standard of the Property, it is necessary to declare and subject the Property to certain land use covenants, restrictions, reservations, regulations, burdens and liens.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied as a Condominium subject to the provisions of this Declaration and Chapter 718 of the Florida Statutes, the Condominium Act, all of which shall be covenants running with the lands which comprise the Property and shall be binding on all parties having any right, title or interest in the Property or in any portion thereof, their heirs, personal representatives, successors and assigns and shall inure to each portion of the Property.

**ARTICLE 1
ESTABLISHMENT OF POINCIANA PLAZA**

1.1. Authorization for Establishment. Pursuant to Section 718.104 of the Florida Statutes, Declarant hereby subjects Poinciana Plaza to condominium ownership and establishes the "Poinciana Plaza Condominiums," hereafter referred to as "Poinciana Plaza."

1.2. Existing Property. The parcel of real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Monroe County, Florida, as more particularly described in Exhibit A annexed hereto.

1.3. Development Plan. The property described herein is being developed as an Office Shopping Center consisting of a total of Eight (8) individual, attached units sharing a common roof and common walls to be known as "POINCIANA PLAZA CONDOMINIUMS". The metes and bounds description and plot plan of each Unit is depicted on Exhibit B annexed hereto. Each Unit will be owned by the Owner in fee simple. Reference herein to properties within Poinciana Plaza shall not create any right, title or interest therein or constitute constructive notice thereof of any title or interest by any person or persons claiming by, through, under or against Declarant unless and until said property, or any portion thereof, has been deeded by the Declarant to an Owner.

ARTICLE 2
DEFINITIONS

The following definitions shall apply to the defined terms in this Declaration unless the context shall require a contrary interpretation:

2.1. "Assessment" means a share of the funds required for payment of Common Expenses, which from time to time is charged to the Unit Owner(s).

2.2. "Assigns" means any person to whom some or all rights of an Owner have been validly transferred by sale, lease, and mortgage or otherwise.

2.3. "Association" means Poinciana Plaza Condominium Association, Inc., a not-for-profit Florida corporation, which is the entity responsible for the operation of Poinciana Plaza Condominiums. True copies of the Articles of Incorporation and Bylaws of the Association are annexed hereto as Exhibit D.

2.4. "Board of Administration" or "Board" or "Administrators" means the board of directors of the Association responsible for administration of the Association.

2.5. "Building(s)" means the attached structure and improvements situated on the Land, all as more fully described herein, and any other building which may be added to Poinciana Plaza at the option of the Declarant.

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

2.7. "Committee" means the Architectural Control Committee of Poinciana Plaza.

2.8. "Common Expenses" means all expenses and assessments properly incurred by the Association for Poinciana Plaza Condominiums including, without limitation:

A. Expenses of operation, maintenance, repair or replacement of Common Properties;

B. Costs of carrying out the powers and duties of the Association;

C. Ad valorem property taxes assessed to the Association;

D. Casualty and liability insurance premiums for the Land, Improvements and Common Properties; and

E. Any other expenses designated as Common by this Declaration or the Bylaws, including but not limited to real estate and tangible personal property taxes on Common Properties and fire, flood, windstorm and general liability insurance coverages for the Land and Buildings.

2.9. "Common Properties" or "Common Elements" means those portions of Poinciana Plaza excluding all Units but including the entranceways, lighting equipment, roadways, easements, public sidewalks, paths, lawns, fire lanes, green belts, fences, parking areas, and personal property used in connection with such portions of Poinciana Plaza.

2.10. "Common Receipts" means the following items collected by the Association on behalf of the Members:

A. Funds collected from Unit Owners for payment of Common Expenses or otherwise; and

B. Receipts designated as Common by law, this Declaration or the Bylaws.

2.11. "Common Surplus" means the excess of all Common Receipts over Common Expenses.

2.12. "County" means Monroe County, Florida and its duly authorized agencies and authorities, as applicable.

2.13. "Declarant" means: (a) Old Town Key West Development, Ltd. and Bass/Poinciana Plaza, Inc.; and (b) for purposes of taking actions on Declarant's behalf under this Declaration, Declarant's duly appointed agent(s). Declarant shall have the right to assign all or a portion of its rights hereunder in connection with all or a portion of Poinciana Plaza. In the event of any partial assignment, the assignee shall not be deemed a "Declarant," but shall have all such rights as specifically assigned to it. As used with regard to Declarant, "successors and/or assigns" specifically does not include transferees of individual Units.

2.14. "Declaration" means this Declaration of Condominium, including all Exhibits annexed hereto, as well as all amendments to this Declarations ("Supplemental Declarations"), if and when filed of record.

2.15. "Improvement" means any structure or artificially and intentionally created condition, together with all appurtenances thereto, of every type and kind located within Poinciana Plaza including, without limitation, buildings, walkways, sprinkler pipes, roads, sidewalks, alleys, street lights, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, windbreaks, planted trees and shrubs, conduits for telephone lines, storm drainage, cable television lines, site lighting poles, signs and shared equipment and/or utility type services such as water, sewer and electrical systems, and other commonly shared equipment and/or utility type services, if any.

2.16. "Institutional Lender" means any bank, insurance company, FHA approved mortgage lending institution, recognized pension fund investing in mortgages or federal or state savings and loan association which has a mortgage lien upon any Unit or which has acquired and holds title to such Unit either as a result of its foreclosure of any such mortgage lien or by its receipt of a deed in lieu of foreclosure.

2.17. "Land" means the real property described in Exhibit A, as the same may be amended from time to time by Declarant.

2.18. "Limited Common Property" means that area on the southwesterly portion of Lot 21 which extends 24 feet from the northeasterly exterior of the wall, which is also the northeasterly side of Unit 2 and the front (north) of Unit 1, which area is reserved for parking for Units 1 and 2. This area shall extend from a point beginning at the northeasterly corner of the building and running parallel to Duck Avenue a distance of twenty-four (24) feet south at a 90 degree angle for the length of the main building then 90 degrees east and parallel to Duck Avenue parallel to the storeroom to a point 24 feet from the southeast corner of the building and then 24 feet to the building, in order to afford access to the storeroom. This area is more particularly marked on Exhibit B.

2.19. "Member" means member of the Association.

2.20. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Unit.

2.21. "Unit" means each attached office bay unit, as plotted, depicted and legally described on Exhibit B annexed hereto, together with that portion of Land located within the property line of the area to be deeded in fee simple by the Declarant to Owner. Each such Unit's boundary lines shall be specifically set forth on a deed of conveyance from Declarant and with reference to a survey. The number of votes in the Association for each unit and the ownership percentage in the Common Properties appurtenant to each unit is set forth in Exhibit C attached hereto. It is hereby declared that by reason of this Declaration each parcel of real property and Unit shall be legally described and conveyed with the form of reference as follows:

"Unit ____ of Poinciana Plaza Condominiums according to the Declaration of Condominium of Poinciana Plaza, recorded in Official Records Book ____, at Page ____ of the Public Records of Monroe County, Florida, and any amendments thereto, together with an undivided interest in the Common Properties appurtenant thereto."

ARTICLE 3
EASEMENTS AND OTHER PROPERTY RIGHTS

3.1. Easements in General. If any grant of any easement in this Declaration would otherwise fail by virtue of the nonexistence of the grantee thereof as of the date of this Declaration, then the Association automatically shall be deemed to be the attorney-in-fact for such grantee to hold the interest created by such grant of easement until such grantee shall come into existence, at which time the interest created by such grant of easement automatically shall become vested in such grantee. The Common Properties shall be subject to a perpetual non-exclusive easement in favor of each Unit, which shall be appurtenant to and shall pass with title to each Unit, for use by the Owner, his immediate family, guests and invitees, for all proper and normal purposes including ingress and egress. The Common Properties also shall be subject to such a perpetual non-exclusive easement in favor of Owner and Declarant and their respective agents, employees, invitees, successors and assigns.

3.2. Easements for Utilities, Drainage and Access. It being understood that at the time of the recording of this Declaration the exact location of underground utility facilities, drainage facilities and ingress and egress roadways, and appurtenant equipment within Poinciana Plaza may not yet have been determined, Declarant hereby reserves such easements as are necessary and required over, under, upon and/or through the property constituting Poinciana Plaza for the installation and maintenance of utilities, cable television, drainage facilities and roadways for ingress and egress. This reservation hereby grants to the utility entities and the Declarant (so long as Declarant is constructing utilities and facilities appurtenant thereto in aid of construction) the right to construct, install and repair such utilities, cable television, drainage facilities and roadways for ingress and egress within any part of Poinciana Plaza provided, however, use of such easements and improvements shall not unduly interfere with the use of the property for the purposes intended for the Units.

3.3. Easements for Maintenance. Easements are hereby reserved in favor of the Association under, upon, across, through and over all portions of Poinciana Plaza for the purpose, as permitted by the Declaration and as deemed necessary by the Association for preserving and maintaining the Land, the exterior portions of the Units and otherwise

carrying out its responsibilities under the Declaration; provided, however, that all such activity shall be undertaken in a manner so as to minimize interference with any Owner's use of his or her property.

3.4. Easement for Improvements. If, for any reason:

- A. Any Improvements are built or exist upon any portion of the Land or Units; or
- B. Any other similar situation shall hereafter or heretofore exist as a result of:
 - i. Construction by Declarant of any Improvement;
 - ii. Settling or shifting of any Improvement; or
 - iii. Any repair or restoration of any Improvement after damage by fire or other casualty or taking by condemnation or eminent domain proceedings;

then, in any such event, an easement shall exist for such Improvements and for the maintenance of same so long as the said Improvements shall exist.

3.5. Extent of Easements. The rights and easements created hereby shall be subject to all rights and easements retained in the Declaration. The rights and easements of enjoyment of the Common Properties created hereby shall be subject to the following:

A. The right of the Association to suspend the rights and easements of enjoyment of any member during which any assessment remains unpaid, and for a period not to exceed sixty (60) days, for any infraction of its Rules and Regulations, it being understood that any suspension for either non-payment of any assessment or breach of any Rules and Regulations of the Association shall not constitute a waiver or discharge of the member's obligation to pay the assessment; provided, however, that the Association shall not suspend the right to use any roadways belonging to the Association.

B. The right of the Association to place any reasonable restrictions upon the use of any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roadways, and other traffic and parking regulations.

3.6. No Waiver of Use. No Owner may release his Unit from assessments and liens hereunder by waiver of the use and enjoyment of the Common Properties.

3.7. Taxation of Common Elements. It is the intent of this Declaration that the Tax Assessor of the County shall include all ad valorem taxes for the Common Properties within the tax bill for the individual Units. In the event the Association is taxed for the Common Properties, the Association shall pay such taxes and assess the Units on an equal, pro rata basis.

3.8. Emergency Access. The Association shall have the right, privilege and license to enter upon any Unit and upon and across the Common Properties for the purpose of effecting any emergency repairs to that same Unit or to any other Unit and/or exterior portion of any improvements thereon and/or to any Common Properties and to do such other

maintenance and repairs as shall be reasonably necessary for the proper maintenance of the same Unit or of any other Unit or of the Common Properties abutting such Unit.

3.9. Mortgagee Easements. There is hereby created an easement in favor of each Institutional Mortgagee or an agent of any Institutional Mortgagee for ingress and egress over, across and upon the Common Properties to a Unit which shall then be encumbered by the lien of the mortgage, as well as to the Common Properties. The Association shall be deemed the agent for all future Institutional Mortgagees for the purpose of the creation of this easement.

3.10. Prohibition of Subdivision of Units. No Unit shall be subdivided or broken into smaller parts than as shown in Exhibit B.

ARTICLE 4
PARTY WALL AND ROOF AGREEMENT

4.1. Party Roof and Walls. The roof of the Improvements and each wall which separates each of the Units at Poinciana Plaza shall be a party roof and party walls, and to the extent not inconsistent with the provisions of this Declaration, shall be subject to the general rules of law regarding party roofs and walls and liability for property damage due to negligence or willful acts or omissions. The cost of reasonable maintenance of the roof and party wall shall be shared equally by the Unit Owners who make use of the party wall in proportion of their use of such item.

4.2. Repairs. If it becomes necessary or desirable to repair or rebuild the whole or any part of the party walls or roof, the repairing or rebuilding expense shall be borne equally by the Unit Owners in proportion to the extent of their use of such item requiring repair. Any repairing or rebuilding of the wall or roof shall be on the same location, and of the same size, as the original wall or roof in portions thereof and of the same or similar material and of the same quality as that used in the original wall or roof or portion thereof.

ARTICLE 5
TAXATION PROVISIONS

Declarant intends that each Unit shall be separately assessed for ad valorem property taxes on the Unit itself and the percentage of the Common Properties appurtenant thereto. Thus, there should not be any ad valorem property taxes assessed against the Association. However, until this procedure goes into effect with the Monroe County Property Appraiser's Office, it is probable that the Association will be assessed for some or all of the ad valorem property taxes attributable to the Land, Improvements and Common Properties. In such event, the liability for the payment of such taxes shall be apportioned to each Unit based upon the percentage of the Common Properties appurtenant thereto as detailed in Exhibit C annexed hereto.

ARTICLE 6
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.1. Automatic Membership. Every Unit Owner automatically shall be a member of the Association upon becoming the Owner of such Unit and shall remain a member until his ownership ceases for any reason, at which time his membership shall cease automatically. Other than as an incident to a transfer of title to a Unit, membership in the Association

shall not be transferable and any attempted transfer shall be null and void. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association, or to any of the rights or privileges of such membership.

6.2. Limitation Upon Liability of the Association. Notwithstanding its duty to maintain and repair the Common Properties, the Association shall not be liable to Owners for injury or damage, other than the cost of maintenance and repair caused by latent conditions of the Common Properties. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements made by or on behalf of any Owner(s).

6.3. Board of Directors. The powers and duties of the Association shall be carried out through its Board of Directors.

6.4. Voting Rights. Each Unit shall be entitled to the number of votes set forth on Exhibit C annexed hereto, which votes shall be cast by the Owner of the Unit at properly noticed meetings of the Unit Owners. When more than one person holds an interest in a Unit, the votes for the Unit shall be cast by the Owner designated in a certificate filed with the Association and signed by all persons owning an interest in the Unit. All votes for each Unit must be cast the same way. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Unit. Transfer of Unit ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall thereupon be vested in the transferee.

ARTICLE 7
FUNCTIONS OF THE ASSOCIATION & THE BOARD OF DIRECTORS

7.1. In General. The Association, through the Board, shall govern, operate, control, manage and maintain the Land, Improvements and Common Properties pursuant to the terms and provisions of this Declaration, the Articles of Incorporation and the Bylaws. The Association shall further have the responsibility to hire personnel and to maintain, repair, and replace the Common Properties, including, without limitation, street lights and the community sign, at the expense of the Association.

7.2. Association Expenses and Assessments. The Association shall, through the Board, fix and determine from time to time the sum(s) necessary and adequate to provide for the Common Expenses of the Association, which shall be assessed against the Owners as provided below, and account to Unit Owners for Common Receipts and Common Surpluses.

7.3. Liens. Each Unit Owner, by acceptance of ownership of a Unit, gives and grants unto the Association a lien against all Units for each Unit's applicable share of the assessments due the Association. The lien herein granted shall commence upon the recording of this Declaration in the Public Records of the County. Owner, for each Unit owned by it, and each other Owner, by acceptance of a deed thereto, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments; (b) special assessments; and (c) special individual assessments. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a charge on the applicable Unit and shall be a continuing lien thereon against which each such assessment is made. Each such assessment, together with interest, late charges, costs and reasonable attorneys' fees shall also be the personal obligation of the person(s) owning such Unit at the time when the assessment came due. Assessment liens shall be superior to all other liens, except tax liens and first mortgage liens in favor of Institutional Lenders which are

amortized in monthly or quarter annual payments over a period of not less than ten (10) years. The sale or transfer of a Unit, pursuant to a decree of foreclosure or where the Institutional Lender takes a deed in lieu of foreclosure, shall extinguish the lien of such assessments as to payments which became due and payable prior to the date of such decree or deed in lieu of foreclosure only pursuant to superior mortgages as provided above. Such transfer shall not relieve such Unit from liability for any assessments becoming due thereafter, nor from the lien of any subsequent assessment.

7.4. Conveyances to the Association. The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Owners which deed(s) convey title to all or any portion of the Common Properties.

7.5. Rules and Regulations. The Board may from time to time adopt or amend Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Units and the Common Properties. The Association shall have the power to levy fines for violations of the rules and regulations pursuant to the procedures set forth in Florida Statutes Section 718.303.

ARTICLE 8
INSURANCE AND RECONSTRUCTION

8.1. Association's Casualty Insurance. The Association will secure casualty insurance for the Improvements in an amount equal to the lesser of (i) 100% of the replacement cost thereof or (ii) the maximum amount available under the then applicable State of Florida insurance guidelines. Such coverage shall afford protection against: (1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, (2) windstorm, (3) flood, and (4) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

8.2. Owner's Casualty Insurance. Each Owner shall bear the risk of loss and damage to the interior portion of his Unit and any and all furniture, personal effects and other personal property belonging to him or carried on his person which property is located either in the Unit or on the Common Properties. The foregoing shall not apply to any property constituting a portion of the Common Properties.

8.3. Association's Liability Insurance. The Association shall maintain comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with Poinciana Plaza or adjoining driveways and walkways, or any work, matters or things related to Poinciana Plaza or to this Declaration and its exhibits, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$300,000 per person and \$50,000 property damage, and with cross liability endorsement to cover liabilities of the Owners as a group to a Owner and vice versa.

8.4. Owner's Liability Insurance. Each Owner shall be liable for injuries or damages resulting from business operations in his unit. Each owner shall obtain premises liability insurance for injury to the person or property of another while on his premises or upon common properties. The Association shall be named as an additional insured party and a copy of this insurance shall be furnished to the Association office.

8.5. Requirements Concerning Owner's Insurance. All such insurance obtained by any Owner shall, wherever available, state that the insurer waives its right of subrogation as

to any claims against (1) other Owners; (2) the Association; and (3) the respective servants, agents and guests of other Owners.

8.6. Reconstruction of Unit Interiors. In the event of loss or damage to the interior of a Unit, the Owner, with all due diligence, shall repair, replace and restore such damaged or destroyed portions of the Unit to a condition as good as that before such loss or damage: (1) in accordance with the original plans and specifications for the building; or (2) as the building was last constructed; or (3) in accordance with plans approved by the Board of Administration. If the Owner shall refuse or fail to commence repair, replace or restore his Unit within thirty (30) days, or to complete such work within six (6) months, the Association may repair, replace or restore the Unit and charge the Owner for the cost of such work. The Association shall have a lien on the Unit to secure such cost.

8.7. Other Types of Insurance. The Association also shall maintain (A) Fidelity insurance covering all officers and employees of the Association, if any; (B) Directors' (Administrators') liability insurance, if obtainable, with limits of \$1,000,000; and (C) such other insurance as the Board shall determine from time to time to be necessary and proper.

8.8. Insurer's Waiver. When appropriate and obtainable each of the foregoing policies shall waive the insurer's right to: (1) subrogation against the Association and against the Owners individually and as a group; (2) The pro rata clause that reserves the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and (3) Avoid liability for a loss that is caused by an act of the Board or by an Administrator or by one or more Owners.

8.9. Purchase of Association's Insurance. All authorized insurance for the Common Properties shall be purchased by the Association. The cost of the insurance shall be a Common Expense, as shall be any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof, except that the amount of increase in any premium occasioned by misuse, occupancy or abandonment of a Unit or its appurtenances by an Owner shall be assessed against such Owner. Each policy shall be issued by an insurance company authorized to do business in Florida.

8.10. Custody of Policies and Payment of Proceeds. All policies purchased by the Association shall provide that the insurer's payments for losses shall be made to the Association, and that all policies and endorsements shall be deposited with the Association.

8.11. Assessments Where Proceeds are Insufficient. If it shall appear that the insurance proceeds covering casualty loss or damage to the Improvements are insufficient to pay for the repair, replacement or reconstruction of any loss or damage sustained by the Improvementss, then the Association shall levy and collect an assessment proportionally against all the Owners, in the amount needed to pay for such repair, replacement or reconstruction.

8.12. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed in the following manner:

A. Expenses. All expenses related to the Insurance shall be first paid or provision made therefor.

B. Reconstruction or Repair. If the damage shall be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying such costs shall be equally distributed to the Owners and their mortgagees, being payable jointly to them.

C. Failure to Reconstruct or Repair. If it is determined that the damage shall not be reconstructed or repaired, the remaining proceeds shall be divided among all the Owners; provided, however, that no payment shall be made to a Owner until all liens on his Unit have been satisfied from his share of the fund by distributing first to the Institutional Lender in an amount sufficient to satisfy and pay its mortgages in full, and the balance, if any, to the Owner with the provision that remittances to the Owner and his mortgagee shall be payable jointly to them.

8.13. Mortgagees. Certain provisions in this Article are for the benefit of the mortgagees of Units and may be enforced by such mortgagees. No mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made pursuant to this Article. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

8.14. Determination to Reconstruct or Repair. The Association shall be responsible for reconstruction and repair after casualty loss or damage to the Improvements. The Board shall arrange for necessary repairs and reconstruction either within sixty (60) days from the date the Board holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work or within ninety (90) days after the Board determines that such proceeds of insurance are insufficient to pay said estimated costs of such work.

8.15. Plans and Specifications. Any reconstruction or repair must either be: (1) substantially in accordance with the original plans and specifications for the original improvements; or (2) according to plans and specifications approved by the Board and the Architectural Committee of the Association.

ARTICLE 9 USE STANDARDS AND RESTRICTIONS

9.1. Improvements. All improvements shall comply with all applicable city, state and county codes, ordinances and regulations. All improvements shall be duly permitted and inspected by the appropriate authority. No improvement shall be constructed, removed or installed unless it complies with the requirements of the Architectural Control Committee. The Committee shall control not only the initial structures and improvements, landscaping, walls and fences to be constructed, but also any additions, changes or modifications thereof on any Unit. Anything herein to the contrary notwithstanding, any Owner may make non-structural, cosmetic alterations, changes and modifications within the interior of his Unit without obtaining the Committee's consent.

9.2. Maintenance of Improvements. All Improvements shall be kept in a clean, neat and attractive condition consistent with the general appearance of Poinciana Plaza.

9.3. Maintenance and Repair by Owners. Each Owner agrees to: (a) maintain in good condition and repair his Unit, including exterior portions of the Unit, front and rear common areas and appurtenances and interior surfaces such as walls, ceilings and floors, and screens, windows and doors, and to replace such items, when necessary; and (b)

maintain, repair and replace, if necessary, the fixtures and equipment within the Unit. The Association shall have the right, at its discretion, to make such maintenance or repair, if the Owner fails to do so following ten (10) days' written notice, or written or oral notice of a shorter duration in the event of an emergency situation, and to charge the Owner for the costs of same. If the Association charges an Owner for such repairs or maintenance, and the Owner fails to make prompt payment, the Association shall be entitled to place a lien against that Owner's Unit and proceed as provided herein. Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act or negligence or by that of any member of his family or his or their guests, invitees, employees, agents or lessees, but only to the extent that expense is not met by the proceeds of insurance carried by the Association and then, conditioned on the extent of the right of subrogation of the Association's insurer. The Association shall be responsible for the maintenance, repair and replacement of all of the Common Properties including those portions which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services. Should any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any Common Properties, the Association, shall, at its expense, repair such incidental damage. The costs of such maintenance on the Common Properties (including Limited Common Properties) shall be apportioned in equal shares among the Owners affected. However, to the extent such maintenance, repairs or replacements are necessitated by the negligence, misuse or neglect of an Owner, his family, guests or invitees, such costs shall be assessed against his Unit and paid by the Owner. Whenever it is necessary to enter any Unit for maintenance, alteration or repair to any portion of the Common Properties, each Owner shall permit other owners or their representatives, or the Association's duly constituted and authorized agent, to enter such Unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable notice.

ARTICLE 10
PARTICULAR RESTRICTIONS, RULES AND REGULATIONS

10.1. Use of Land. No Improvement or any portion of Poinciana Plaza shall be used for any purpose other than commercial, professional or medical offices.

10.2. Nuisances. No noxious, offensive or unlawful activity shall be carried on within Poinciana Plaza nor shall anything be done in Poinciana Plaza, which may be or may become an annoyance or nuisance to other Owners.

10.3. Temporary, Play and Auxiliary Structures. No structure of a temporary character, trailer, basement, tent, shack, shed, barn or other outbuilding shall be built, installed or used in Poinciana Plaza at any time, and no platform, doghouse, playhouse or similar structure shall be constructed in any part of Poinciana Plaza without the Committee's prior written approval. No outdoor clotheslines shall be permitted. No building, fence, screen enclosure, wall or other structure shall be erected or maintained, nor shall any exterior addition, change or alteration thereof be made, unless consistent with the general aesthetics of Poinciana Plaza and unless and until plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted and approved in writing by the Committee.

10.4. Garbage, Refuse and Sewage Disposal. No portion of Poinciana Plaza shall be used or maintained as a dumping ground for rubbish. Trash and garbage shall not be kept except in sanitary containers or as required by the Association or the applicable County ordinances. All equipment for the storage or disposal of such material shall be kept in

clean and sanitary condition. No individual sewage disposal system shall be permitted in Poinciana Plaza.

10.5. Exterior Colors. The exterior colors of all Improvements shall remain the colors initially established by Association.

10.6. Satellite Dishes: Exterior Antennas. No satellite dishes, exterior radio antenna, television antenna, citizens band antenna or any other antenna of any type shall be permitted in Poinciana Plaza without the Committee's prior written approval.

10.7. Motor Vehicles, Boats and Boat Trailers. No trucks, commercial vehicles, recreation vehicles, campers, derelict automobiles, boats or boat trailers may be parked in Poinciana Plaza.

10.8. Windows: Interior Window Treatments and Shutters. No Owner shall place aluminum foil on either the interior or exterior surface of any exterior window or glass door. No Owner shall install any interior window treatment other than the type and specification approved by the Association. No storm shutters shall be installed without the Committee's prior written approval.

10.9. Exterior Lighting. No Owner shall install exterior lighting (in addition to such exterior lighting as originally provided for the Unit by the Declarant) without the Committee's prior written approval.

10.10. Amendments. This Declaration may be amended at any regular or special meeting of the members by the affirmative vote of not less than seventy-five percent (75%) of the votes entitled to be cast by each Unit owner; provided, that no amendment shall change a Unit's proportionate share of Association expenses, unless the record owners of the affected Units join in the execution of the amendment. Each amendment shall be recorded in the Public Records of the County.

10.11. Notices. Any notice required to be sent hereunder shall be deemed to have been properly sent when delivered or mailed, postage prepaid, to the last known address of the Owner or other addressee on the records of the Association at the time of such mailing.

10.12. Enforcement: Waiver. The Association, and/or any Owner shall have the right to enforce the provisions of this Declaration by any proceeding at law or in equity against any person(s) violating or attempting to violate any covenant or restriction, either to restrain such violation, to recover damages or to enforce performance and against the applicable Unit to enforce any lien created herein; and failure by the Association or any Owner to enforce the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Where litigation occurs to enforce said provisions or to recover damages or to enforce any lien created herein, the prevailing party in such litigation shall be entitled to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any appellate proceeding.

10.13. Fences. No fences shall be permitted within Poinciana Plaza unless installed by the Association during construction periods or as otherwise approved by the Association or the Committee.

ARTICLE 11
COMPLIANCE AND ENFORCEMENT

Every Owner and all tenants, guests, invitees, officers, employees, contractors, subcontractors and agents thereof shall comply with this Declaration. Failure to so comply shall subject the violator to damages, injunctive relief, or any combination thereof.

ARTICLE 12
GENERAL PROVISIONS

12.1. Duration. The covenants, conditions and restrictions of this Declaration shall be equitable servitudes, run with and bind the Land and Units in Poinciana Plaza and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, and are effective until the condominium is terminated.

12.2. Covenants Running with the Land. Anything herein to the contrary notwithstanding, the covenants, conditions, restrictions and easements of this Declaration shall be covenants running with the land. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if possible, to reflect the intent of such provision or application and then shall be enforced in a manner allowing the covenants, conditions, restrictions and easements to so run with the land. In the event that any such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the covenants, conditions, restrictions and easements hereof running with the land shall be achieved.

12.3. Enforcement: No Waiver. Any Owner, including the Declarant, and the Association shall have the right to enforce the provisions of this Declaration by any proceeding at law or in equity against any person(s) or entity (ies) violating or attempting to violate any covenant or restriction, either to restrain such violation, to recover damages or to enforce performance and against the applicable Land and/or Unit to enforce any lien created herein; and failure by the Association or any Owner to enforce the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter. Where litigation shall occur to enforce said provisions or to recover damages or to enforce any lien created herein, the prevailing party in such litigation shall be entitled to recover court costs and reasonable attorneys fees.

12.4. Severability. Invalidation of any portion of this Declaration by judgment, court order or statute shall in no way affect any other provisions, which shall remain in full force and effect.

12.5. Gender and Plurals. The use in this Declaration of the male gender shall include the female and neuter, and the use of the singular shall include the plural and vice versa, as the context requires.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on this ____ day of August, 2002.

Signed in the presence of:

OLD TOWN KEY WEST DEVELOPMENT, LTD.

Marion Hope Casas
[Signature]

By: [Signature]
EDWIN O. SWIFT, III

BASS / POINCIANA PLAZA, INC.

By: [Signature]
HOWARD BASS, Pres.

STATE OF FLORIDA)
COUNTY OF MONROE)

On this 14th day of August, 2002, before me personally appeared **EDWIN O. SWIFT, III**, General Partner of Old Town Key West Development, Ltd., and said individual is personally know to me (yes) or (no) or who produced _____ as identification to me, and who acknowledged execution of the foregoing instrument.

Marion Hope Casas
Notary Public, State of Florida

STATE OF COLORADO)
COUNTY OF Itaska)



Marion Hope Casas
MY COMMISSION # CC930809 EXPIRES
July 21, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

On this 9th day of August, 2002, before me personally appeared **Howard Bass**, President of Bass/Poinciana Plaza, Inc., and said individual is personally know to me (yes) or (no) or who produced _____ as identification to me, and who acknowledged execution of the foregoing instrument.

Patti B. Pope
Notary Public, State of Colorado
Patti B. Pope

My Commission Expires: 4/29/06



OLD TOWN KEY WEST DEVELOPMENT LTD.

Marion Hope Casas

By Christopher C. Belland
CHRISTOPHER C. BELLAND

Marion Hope Casas

By Gerald R. Mosher
GERALD R MOSHER

Marion Hope Casas

STATE OF FLORIDA
COUNTY OF MONROE

On this 14th day of August, 2002 before me personally appeared **CHRISTOPHER C. BELLAND** and **GERALD R MOSHER**, each a **General Partner** of **Old Town Key West Development, Ltd.**, and said individuals are personally known to me (yes) or (no) or who produced _____ as identification to me, and who acknowledged execution of the foregoing instrument.

Marion Hope Casas
Notary Public-State of Florida



Marion Hope Casas
MY COMMISSION # CC930809 EXPIRES
July 21, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

FILE #1318457
BK#1809 PG#193

EXHIBIT "A"
LEGAL DESCRIPTION OF ENTIRE POINCIANA PLAZA

All of Lots Thirteen (13) thru Twenty-one (21), inclusive, Block Ten (10), of Key West Foundation Company's Plat No. 2, according to the Plat thereof recorded in Plat Book 1, Page 189, of the Public Records of Monroe County, Florida.

LESS THE FOLLOWING:

Lots 13 and 14 and the NW'ly 45.2 feet of Lot 15, said NE'ly boundary line being continuous to the SW'ly face of the existing concrete block structure, Block Ten (10), of Key West Foundation Company's Plat No. 2, according to the Plat thereof recorded in Plat Book 1, Page 189, of the Public Records of Monroe County, Florida.

FILE #1318457
BK#1809 PG#194

EXHIBIT "B"
LEGAL DESCRIPTIONS AND DEPICTIONS OF UNITS IN POINCIANA PLAZA

EXHIBIT "C"
SCHEDULE OF UNIT STREET ADDRESSES, COMMON PROPERTY
OWNERSHIP PERCENTAGES & VOTES IN THE ASSOCIATION

| <u>Unit Number</u> | <u>Street Address</u> | <u>Common Property Ownership Percentages</u> | <u>Votes in Association</u> |
|--------------------|-----------------------|--|---------------------------------|
| 1 | 3438 Duck Avenue | 19.0% | 3 |
| 2 | 3436 Duck Avenue | 11.5% | 3 |
| 3 | 3430 Duck Avenue | 8.6% | 2 |
| 4 | 3426 Duck Avenue | 7.6% | 2 |
| 5 | 3424 Duck Avenue | 3.9% | 1 |
| 6 | 3422 Duck Avenue | 8.4% | 2 |
| 7 | 3420 Duck Avenue | 4.8% | 1 |
| 8 | 3414 Duck Avenue | 36.2% | 9 |
| TOTALS: | | 100.0% | 23 Votes |

FILE #1318457
BK#1809 PG#196

EXHIBIT "D"
ARTICLES OF INCORPORATION AND BYLAWS OF CONDOMINIUM ASSOCIATION

H02000166356

ARTICLES OF INCORPORATION

FILE # 1318457
BK# 1809 PG# 197

Article I Name

The name of this Florida not-for-profit corporation is:
POINCIANA PLAZA CONDOMINIUM ASSOCIATION, INC.

EFFECTIVE DATE
07-12-02

Article II Address

The mailing address of the Corporation is:
POINCIANA PLAZA CONDOMINIUM ASSOCIATION, INC.
3414 Duck Avenue
Key West FL 33040

Article III Purpose

The Corporation is organized exclusively to engage in all lawful acts or activities for which Florida not-for-profit corporations may be organized, including one or more of the following purposes: operating a condominium association pursuant to Chapter 718 of the Florida Statutes; title holding corporations pursuant to Code Section 501(c)(2); civic league or organization operating exclusively for the promotion of social welfare pursuant to Code Section 501(c)(4); labor, agricultural or horticultural organization pursuant to Code Section 501(c)(5); business league, chamber of commerce, real estate board, or board of trade pursuant to Code Section 501(c)(6); or club organized for pleasure, recreation and other nonprofitable purposes pursuant to Code Section 501(c)(7); fraternal beneficiary societies providing life, sick, accident or other benefits pursuant to Code Section 501(c)(8); voluntary employees' beneficiary associations pursuant to Code Section 501(c)(9); domestic fraternal societies not providing life, sick, accident or other benefits pursuant to Code Section 501(c)(10); benevolent life insurance associations, mutual ditch or irrigation companies, mutual or cooperative telephone companies, or like organizations pursuant to Code Section 501(c)(12); cemeteries, crematoria, and like corporations pursuant to Code Section 501(c)(13); mutual insurance companies or associations, other than life or marine pursuant to Code Section 501(c)(15); post, organization or auxiliary unit of past or present members of the Armed Forces of the United States pursuant to Code Section 501(c)(19); organization for prepaid group legal services pursuant to Code Section 501(c)(20); title holding corporations pursuant to Code Section 501(c)(25). All references to "Code" are to the Internal Revenue Code of 1986 as amended or to corresponding provisions of future federal tax legislation.

Corporate Creations International Inc.
941 Fourth Street #200
Miami Beach FL 33139
(305) 672-0686

02 JUL 16 AM 8:11
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TALLAHASSEE, FLORIDA

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07/15/2002 16:07 3056729110 MIAMI OFFICE PAGE 02

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Division of Corporations

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Katherine Harris, Secretary of State

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Division of Corporations
Fax Number : (850)205-0381

From:
Account Name : CORPORATE CREATIONS INTERNATIONAL INC.
Account Number : 110432003053
Phone : (305) 672-0686
Fax Number : (305) 672-9110

FLORIDA PROFIT CORPORATION OR P.A.
POINCIANA PLAZA CONDOMINIUM ASSOCIATION, INC.

| | |
|-----------------------|---------|
| Certificate of Status | 1 |
| Certified Copy | 0 |
| Page Count | 2045 |
| Estimated Charge | \$78.75 |

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BK# 1809 PG# 199

Article IV. Board of Directors

The name of each member of the Corporation's Board of Directors is:

Robert M. Dias
Elias J. Gerth
Robert T. Feldman

The affairs of the Corporation shall be managed by a Board of Directors consisting of no less than three directors. The number of directors may be increased or decreased from time to time in accordance with the Bylaws of the Corporation, but may never be less than three. The election of directors shall be done in accordance with the Bylaws. The directors shall be protected from personal liability to the fullest extent permitted by law.

Article V. Membership

All persons interested in the purposes of the Corporation are eligible for membership in the Corporation if they are capable of contributing to the achievement of those purposes and the effective operation of the Corporation, and if they comply with the requirements established from time to time in the Bylaws. Members shall have no voting rights or other rights except as provided in the Bylaws.

Article VI. Limitations

No part of the net earnings of the Corporation shall inure to the benefit of (or be distributable to) its directors, officers, members or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of any of its purposes.

Article VII. Registered Agent

The name and address of the registered agent of the Corporation is:
Feldman Koenig & Highsmith, P. A.
3158 Northside Drive
Key West FL 33040

Article VIII. Incorporator

The name and address of the incorporator is:
Corporate Creations International Inc.
941 Fourth Street #200
Miami Beach FL 33139

Corporate Creations International Inc.
941 Fourth Street #200
Miami Beach FL 33139
(305) 672-0686

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FILE #1318457
BK#1809 PG#200

Article IX. Dissolution

Upon the dissolution or winding up of the Corporation, the assets remaining after payment (or provision for payment) of the Corporation's debts and liabilities shall be distributed pursuant to the Corporation's plan of distribution of assets.

Article X. Corporate Existence

The corporate existence of the Corporation shall begin effective as of July 12, 2002.

The authorized representative of the incorporator executed these Articles of Incorporation on July 15, 2002.



CORPORATE CREATIONS INTERNATIONAL INC.
Julie A. Fine Vice President

Corporate Creations International Inc.
941 Fourth Street #200
Miami Beach FL 33139
(305) 672-0686

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**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/OFFICE**

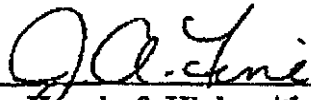
CORPORATION:

POINCIANA PLAZA CONDOMINIUM ASSOCIATION, INC.

REGISTERED AGENT/OFFICE:

**Feldman Koenig & Highsmith, P. A.
3158 Northside Drive
Key West FL 33040**

I agree to act as registered agent to accept service of process for the corporation named above at the place designated in this Certificate. I agree to comply with the provisions of all statutes relating to the proper and complete performance of the registered agent duties. I am familiar with and accept the obligations of the registered agent position.



**Feldman Koenig & Highsmith, P. A.
by J.A. Fine as attorney-in-fact**

Date: 7/15/2002

**Corporate Creations International Inc.
941 Fourth Street #200
Miami Beach FL 33139
(305) 672-0686**

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POINCIANA PLAZA

A Condominium

FILE #1318457
BK#1809 PG#202

EXHIBIT B TO THE DECLARATION OF CONDOMINIUM OF "Poinciana Plaza"

PLOT PLAN, UNIT LOCATION & LEGAL DESCRIPTIONS

Sheet 1 of 11

| | | | |
|---|---------------|---------------------------|--------------------|
| Poinciana Plaza Condominium 3400-3465 Duck Avenue, Key West, Florida 33040 | | | |
| Condominium Survey | | | Dwn No.: 02-478 |
| Scale: 1"=20' | Ref. 168-2 | Flood panel No. 1709 G | Dwn. By: F.H.H. |
| Date: 7/24/02 | | Flood Zone: AE | Flood Elev. 7' |
| REVISIONS AND/OR ADDITIONS | | | |
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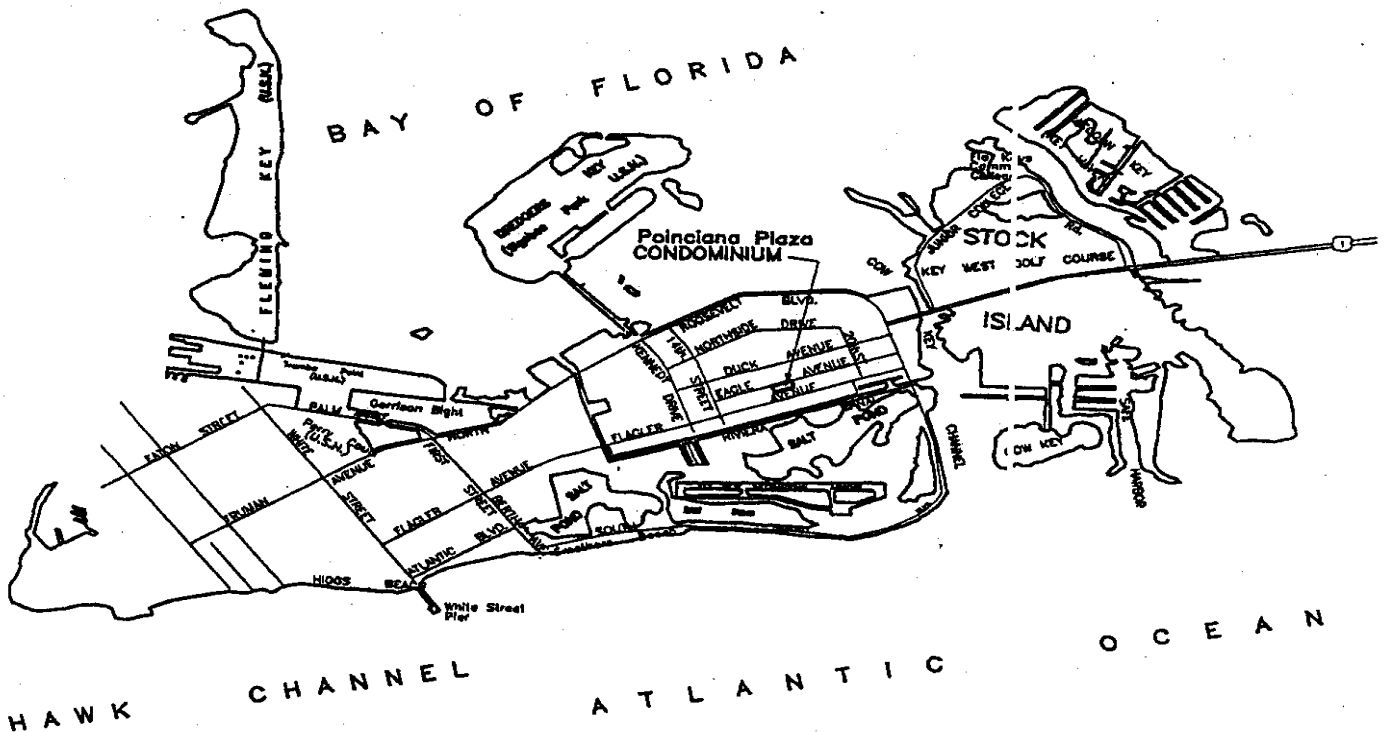
FREDEIRICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

POINCIANA PLAZA A Condominium

VICINITY MAP

FILE #1318457
BK#1809 PG#203



LOCATION MAP

City of Key West &
Stock Island

Sheet 2 of 11

Poinciana Plaza Condominium
3400-3465 Duck Avenue, Key West, Florida 33040

Condominium Survey

Dwn No.:
02-478

Scale: 1"=20'

Ref.
168-2

Flood panel No.
1709 G

Dwn. By: F.H.H.

Date: 7/24/02

Flood Zone: AE

Flood Elev. 7'

REVISIONS AND/OR ADDITIONS

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

5150 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
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POINCIANA PLAZA

A Condominium

LEGEND FOR GRAPHIC DESCRIPTION

FILE #1318457
BK#1809 PG#204



Unit or Overall Boundary line



Limited Common Element Boundary



Building Line



Denotes Limited Common Element

Sheet 3 of 11

Poinciana Plaza Condominium
3400-3465 Duck Avenue, Key West, Florida 33040

Condominium Survey

Dwn No.:
02-478

Scale: 1"=20'

Ref.
168-2

Flood panel No.
1709 G

Dwn. By: F.H.H.

Date: 7/24/02

Flood Zone: AE

Flood Elev. 7'

REVISIONS AND/OR ADDITIONS

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

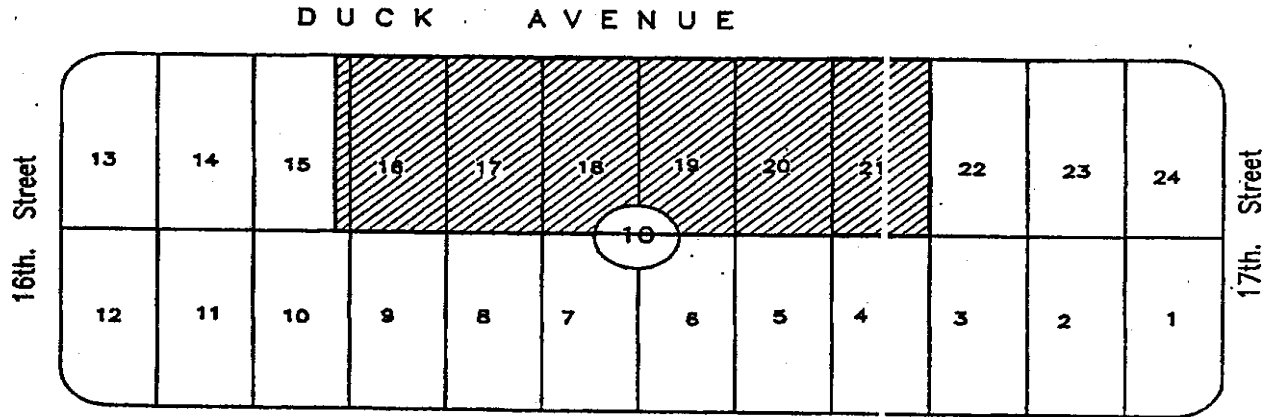
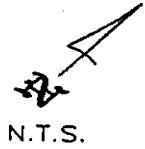
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POINCIANA PLAZA

A Condominium

LOCATION MAP

FILE #1318457
BK#1809 PG#205



EAGLE AVENUE

LOCATION MAP

A portion of Key West Foundation Co's Plat

Sheet 4 of 11

Poinciana Plaza Condominium
3400-3465 Duck Avenue, Key West, Florida 33040

Condominium Survey

Dwn No.:
02-478

Scale: 1"=20'

Ref.
168-2

Flood panel No.
1709 G

Dwn. By: F.H.H.

Date: 7/24/02

Flood Zone: AE

Flood Elev. 7'

REVISIONS AND/OR ADDITIONS

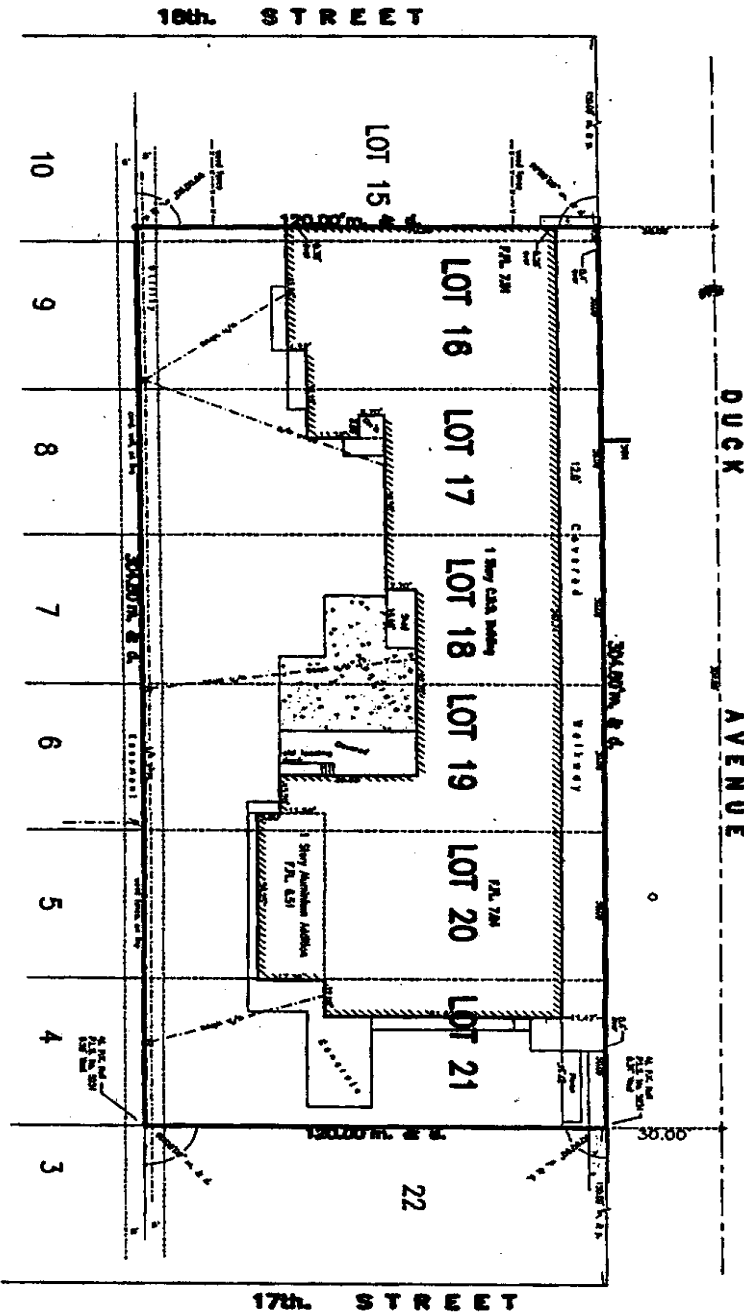
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POINCIANA PLAZA

A Condominium

BOUNDARY SURVEY



FILE #1318457
BK#1809 PG#206

SURVEYOR'S NOTES:

North arrow based on plot
Reference Earing: R/W line Duck Ave.
3.4 detnote: existing elevation
Elevations based on N.G.V.D. 1929 Datum
Bench Mark No.: 4529 F Elevation: 5.14

Monumentation:

- ⊙ = set 1/2" iron Pipe, P.L.S. No. 2749
- = Found 1/2" Iron Bar, P.L.S. No. 1587
- △ = Set P.T. Nail, P.L.S. No. 2749
- ▲ = fd. P.K. Nail, P.L.S. No. 5234

Abbreviations:

- Sty. = Stair
- R/W = Right-of-Way
- fd. = Found
- p. = Plat
- m. = Measured
- N.T.S. = Not to Scale
- ⊙ = Centerline
- Elev. = Elevation
- B.M. = Bench Mark
- P.B. = Plat Book
- pg. = page
- Elec. = Electric
- Tel. = Telephone
- C.L.F. = Chain Link Fence
- A/C = Air Conditioner
- o/h = Overhead
- u/g = Underground
- F.F.L. = Finish Floor Elevation
- conc. = concrete
- I.P. = Iron Pipe
- I.B. = Iron Bar
- C.B. = Concrete Block
- C.B.S. = Concrete Block Stucco
- cov'd. = Covered
- wd. = Wood
- w.m. = Water Meter
- Bal. = Balcony
- Pl. = Planter

Field Work performed on: 6/28/02

Sheet 5 of 11

| | | | |
|---|------------|------------------------|-----------------|
| Poinciana Plaza Condominium 3400-3465 Duck Avenue, Key West, Florida 33040 | | | |
| Condominium Survey | | Dwn No.: 02-478 | |
| Scale: 1"=50' | Ref. 168-2 | Flood panel No. 1709 G | Dwn. By: F.H.H. |
| Date: 7/24/02 | | Flood Zone: AE | Flood Elev. 7' |
| REVISIONS AND/OR ADDITIONS | | | |
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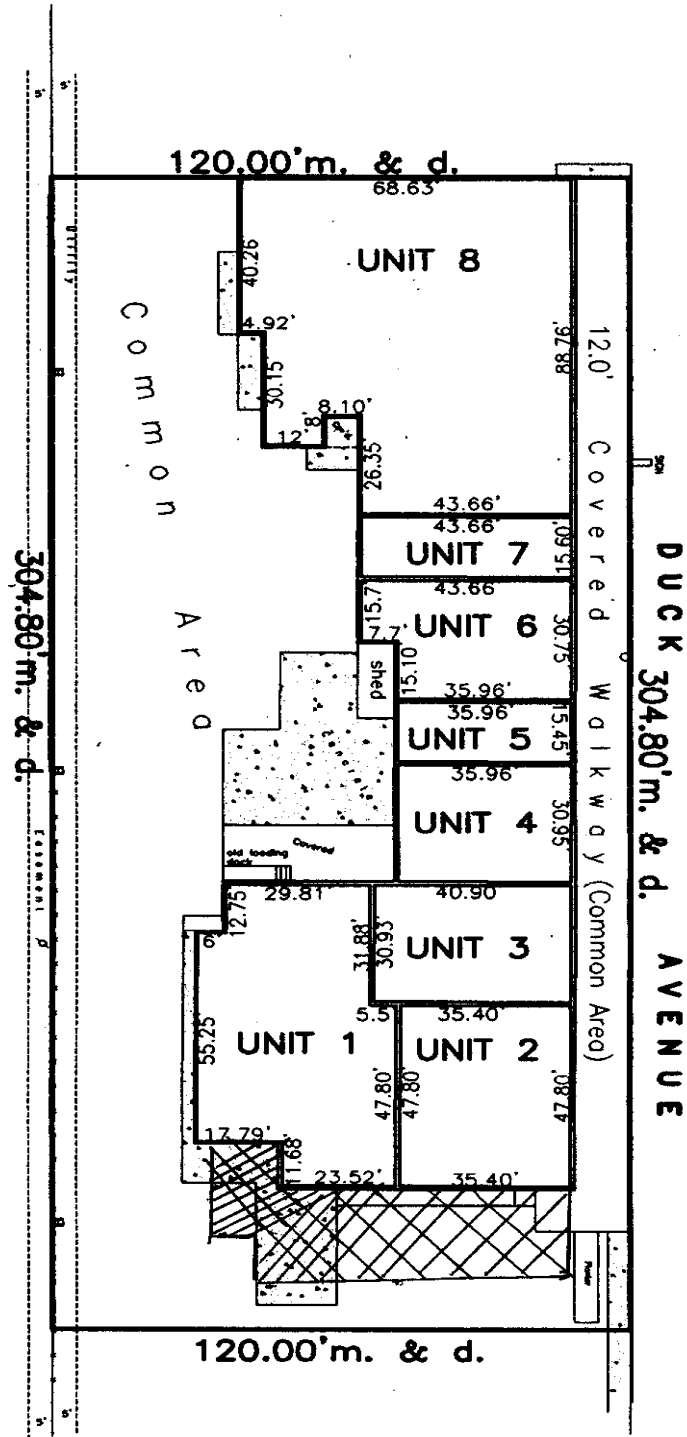
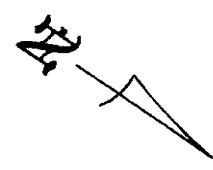
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POINCIANA PLAZA

A Condominium

UNIT BOUNDARIES



FILE #1318457
BK#1809 PG#207

AREA:

| | |
|--------------|---------------------|
| Unit No.1 | 2981± S.F. |
| Unit No.2 | 1807± S.F. |
| Unit No.3 | 1349± S.F. |
| Unit No.4 | 1198± S.F. |
| Unit No.5 | 616± S.F. |
| Unit No.6 | 1320± S.F. |
| Unit No.7 | 749± S.F. |
| Unit No.8 | 5676± S.F. |
| Total | 15,696± S.F. |

Note: Areas are calculated to centerline of common wall, and/or outside wall.

ALL DIMENSIONS ARE 6"±

AREA (Loft's):
Unit No.3 919± S.F.
Unit No.4 1111± S.F.
(interior only area)

Frederick H. Hildebrandt

Professional Engineer No. 36810
Professional Land Surveyor No. 2749

State of Florida
Date: 8/8/02

Sheet 6 of 11

| | | | |
|---|------------|------------------------|-----------------|
| Poinciana Plaza Condominium 3400-3465 Duck Avenue, Key West, Florida 33040 | | | |
| Condominium Survey | | Dwn. No.: 02-478 | |
| Scale: 1"=40' | Ref. 168-2 | Flood panel No. 1709 G | Dwn. By: F.H.H. |
| Date: 7/24/02 | | Flood Zone: AE | Flood Elev. 7' |
| REVISIONS AND/OR ADDITIONS | | | |
| 8/8/02: Revise areas | | | |
| | | | |
| d/3wg/kw/block255 | | | |

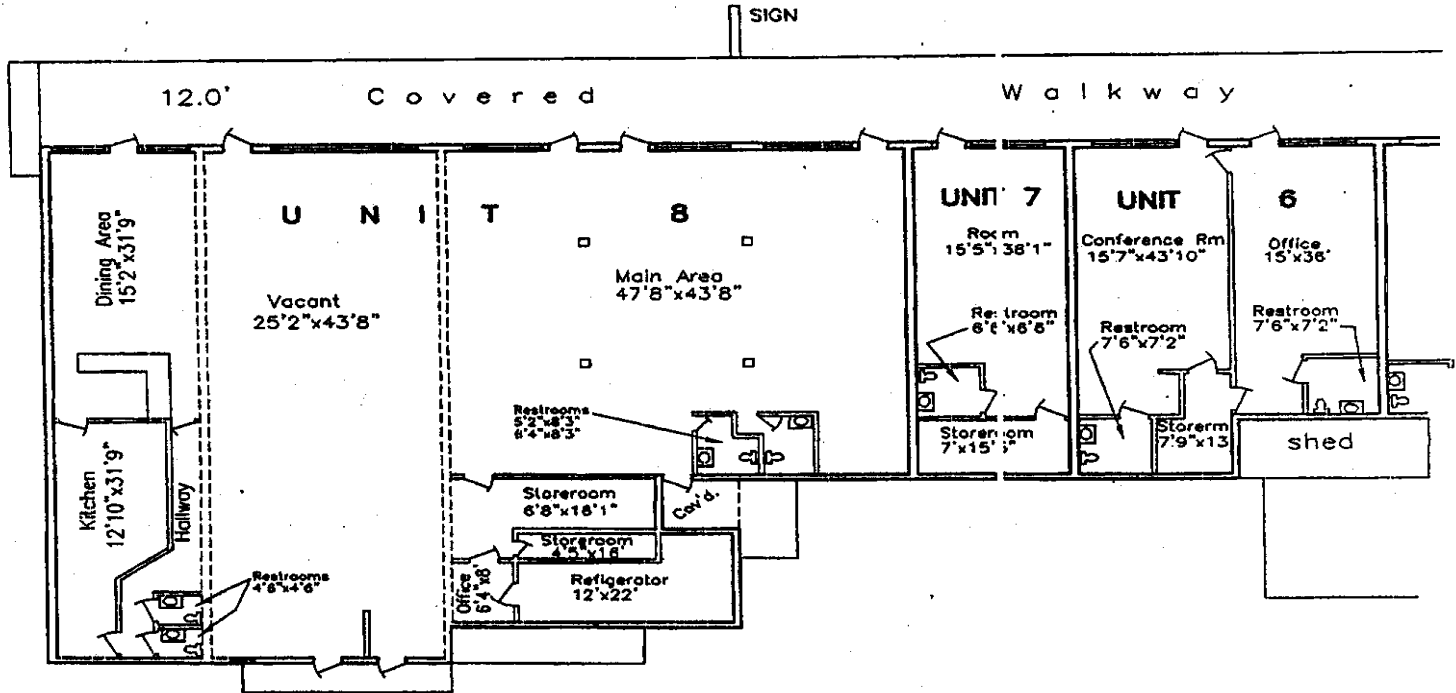
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ENGINEER PLANNER SURVEYOR

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Suite 101
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(305) 293-0466
Fax. (305) 293-0237

POINCIANA PLAZA A Condominium

Existing Unit Layout Units 6-8

FILE #1318457
BK#1809 PG#208



All dimensions are 6"±

Sheet 7 of 11

| | | | |
|---|---------------|---------------------------|--------------------|
| Poinciana Plaza Condominium 3400-3465 Duck Avenue, Key West, Florida 33040 | | | |
| Condominium Survey | | | Dwn No.: 02-478 |
| Scale: 1" = 10' | Ref. 188-2 | Flood panel No. 1709 G | Dwn. By: F.H.H. |
| Date: 7/24/02 | | Flood Zone: AE | Flood Elev. 7' |
| REVISIONS AND/OR ADDITIONS | | | |
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FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

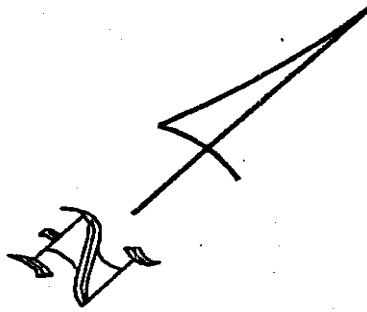
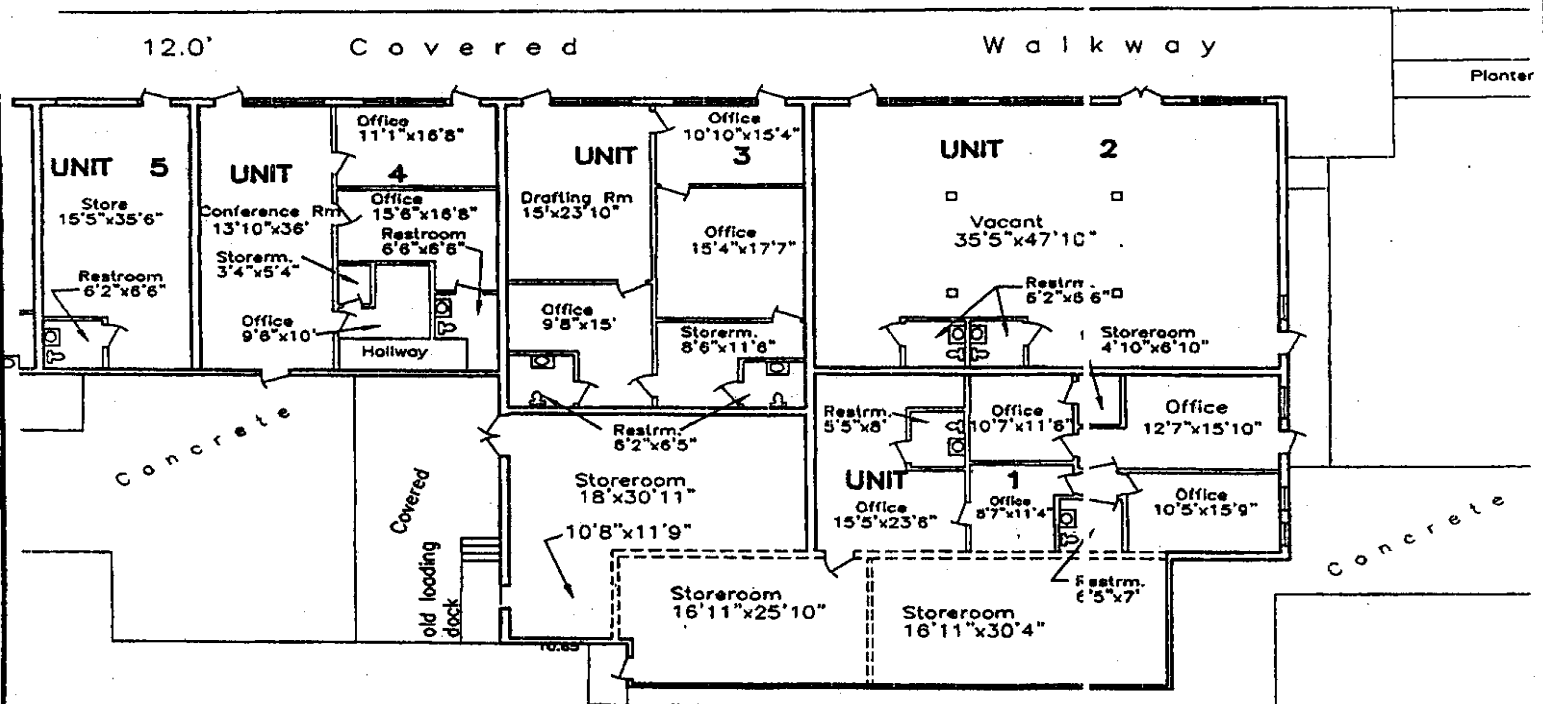
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Key West, Fl. 33040
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POINCIANA PLAZA

A Condominium

Existing Unit Layout Units 1-5

FILE #1318457
BK#1809 PG#209



All dimensions are 6"±

Sheet 8 of 11

Poinciana Plaza Condominium
3400-3465 Duck Avenue, Key West, Florida 33040

Condominium Survey

Dwn No.:
02-478

Scale: 1"=10'

Ref.
168-2

Flood panel No.
1709 G

Dwn. By: F.H.H.

Date: 7/24/02

Flood Zone: AE

Flood Elev. 7'

REVISIONS AND/OR ADDITIONS

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

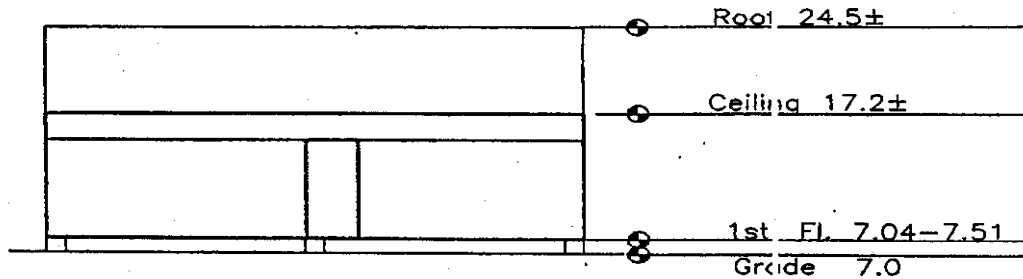
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POINCIANA PLAZA

A Condominium

Elevation

FILE #1318457
BK#1809 PG#210



ELEVATION
Looking Southeast

All dimensions are 6"±

Sheet 9 of 11

| | | | |
|---|---------------|---------------------------|--------------------|
| Poinciana Plaza Condominium 3400-3465 Duck Avenue, Key West, Florida 33040 | | | |
| Condominium Survey | | | Dwn No.: 02-478 |
| Scale: 1"=10' | Ref. 168-2 | Flood panel No. 1709 G | Dwn. By: F.H.H. |
| Date: 7/24/02 | | Flood Zone: AE | Flood Elev. 7' |
| REVISIONS AND/OR ADDITIONS | | | |
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FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
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(305) 293-0466
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POINCIANA PLAZA

A Condominium

Legal Description

FILE #1318457
BK#1809 PG#211

LEGAL DESCRIPTION:

All of the Lots Thirteen (13) thru twenty-one (21), inclusive, Block Ten (10), of Key West Foundation Company's Plat No. 2, according to the plat thereof as recorded in Plat Book 1, Page 189 of the Public Records of Monroe County, Florida.

And Less the Following:

Lot 13, 14 and the NW'ly 45.2 feet of Lot 15, scid NE'ly boundary line being continuous to the SW'ly face of the existing concrete block structure, Block 10, of KEY WEST FOUNDATION CO.'s PLAT NO. 2, according to the Plat thereof, as recorded in Plat Book 1, Page 189, Public Records of Monroe County, Florida.

Sheet 10 of 11

| | | | |
|---|---------------|---------------------------|---------------------|
| Poinciana Plaza Condominium 3400-3465 Duck Avenue, Key West, Florida 33040 | | | |
| Condominium Survey | | | Dwn. No.: 02-478 |
| Scale: 1"=20' | Ref. 188-2 | Flood panel No. 1709 G | Dwn. By: F.H.H. |
| Date: 7/24/02 | | Flood Zone: AE | Flood Elev. 7' |
| REVISIONS AND/OR ADDITIONS | | | |
| | | | |
| | | | |
| | | | |
| d/dwg/kw/block255 | | | |

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3:50 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
Fax. (305) 293-0237

POINCIANA PLAZA

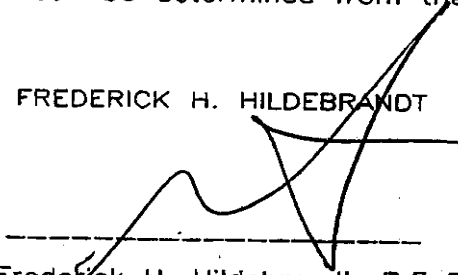
A Condominium

SURVEYOR'S CERTIFICATE

FILE #1318457
BK#1809 PG#212

THIS CERTIFICATION made this 24th. day of July, 2002, by the undersigned Professional Land Surveyor authorized to practice in the State of Florida, is made pursuant to the provisions of Section 718.04 (4) (E) of the Florida Statutes effective January 1, 1977, as amended, and certifies that the survey and Plot Plan, description, floor plans, graphic descriptions, unit layouts, and other material, together with this declaration are in sufficient detail to identify the common elements and each unit, and their relative locations and approximate dimensions. Further, this is a certification that the plot plan, description, graphic description, unit layout and other material in connection herewith and the construction of the improvements is substantially complete so that the material, together with the provisions of the declaration describing the condominium property is an accurate representation of the location and dimensions of the common elements and of each unit can be determined from these materials.

FREDERICK H. HILDEBRANDT


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

Sheet 11 of 11

Poinciana Plaza Condominium
3400-3465 Duck Avenue, Key West, Florida 33040

Condominium Survey

Dwn No.:
02-478

Scale: 1"=20'

Ref.
168-2

Flood panel No.
1709 G

Dwn. By: F.H.H.

Date: 7/24/02

Flood Zone: AE

Flood Elev. 7'

REVISIONS AND/OR ADDITIONS

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3150 Northside Drive
Suite 101
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237

FILE #1318457
BK#1809 PG#213

BYLAWS OF
POINCIANA PLAZA
CONDOMINIUM ASSOCIATION, INC.

A Condominium Pursuant to the Florida Condominium Act

WHEN RECORDED PLEASE RETURN To:
ROBERT HIGHSMITH, ESQ.
FELDMAN, KOENIG & HIGHSMITH, P.A.
3158 NORTHSIDE DRIVE
KEY WEST, FL 33040

ARTICLE I. PLAN OF OWNERSHIP

1.01. Formation. The Condominium, located in Monroe County, Florida, and named POINCIANA PLAZA CONDOMINIUMS, a Condominium, was created pursuant to the provisions of Chapter 718 of the Florida Statutes, by Declaration of Condominium recorded on _____ in Official Records Book _____ at Page _____ et. seq., of the Public Records of Monroe County, State of Florida.

1.02. Applicability to Property. The provisions of these Bylaws are applicable to the Condominium, which term includes the land, the buildings, and all other improvements on it, all easements, rights, and appurtenances belonging to them, and all other property, real, personal or mixed, intended for use in connection with them.

1.03. Applicability to Persons. All present and future owners, lessees, and mortgagees, together with their employees and any other person who use the facilities of the Condominium in any manner shall be subject to these Bylaws, the Declaration, the Deeds to the Units, and the Articles of Incorporation.

1.04. Acceptance. The acquisition or acceptance of possession of any Unit in the Condominium shall be sufficient to signify acceptance and ratification of the provisions of the instruments enumerated in Section 1.03 and an agreement to comply with the same.

1.05. Office. The offices of the Condominium shall be located at 201 Front Street, Suite ____, Key West, Monroe County, Florida.

ARTICLE II. OWNERS

2.01. Membership. The affairs of the Condominium shall be administered and managed by an Association of owners organized as a Florida corporation not for profit, having the name POINCIANA PLAZA CONDOMINIUM ASSOCIATION, INC., and referred to elsewhere in these Bylaws as the "Association". The Owner of each condominium Unit shall be a member of the Poinciana Plaza Condominium Association, Inc. In the case where a unit is owned by joint owners, a partnership, a corporation, a trust or another legal entity, such entity shall designate one person who is a co-owner, partner, stockholder, trustee or beneficiary of the entity to serve as the representative member of the entity in the Association.

2.02. Annual Meeting. The members of the Association shall hold an Annual Meeting on the date, at the place, and at the time as determined by the Board of Directors. There shall be an annual meeting every calendar year, and, to the extent possible, no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting, sent to Unit owners in advance thereof.

2.03. Special Meetings. The President may, and shall if directed by resolution of the Board of Directors or by petition signed and presented to the Secretary by owners owning a total of at least twenty-five percent (25%) of the common interests, call a special meeting of the members of the Association. The notice of any special meeting shall state the time and place of the meeting and its purpose. No business shall be transacted at a special meeting other than that stated in the notice unless the owners of at least eighty percent (80%) of the common interests shall have consented.

2.04. Place of Meetings. Meetings of owners shall be conducted at the principal offices of the Association, or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

2.05. Notice of Meetings. It shall be the duty of the Secretary to mail to each Unit Owner a notice of each annual or special meeting, stating the purpose, time and place of the meeting to each owner at least fourteen (14) days prior to such meeting. The mailing of the notice in the manner stated in this Section shall be considered notice served. Notice of any meeting at which assessments against owners are to be considered for any reason shall specifically state that assessments will be considered and the nature of any such assessments.

2.06. Quorum. At all meetings of Association members a majority of the voting interests in the Association shall constitute a quorum to transact business. If a quorum is present at a meeting, the vote of those owners holding a majority of the votes who are present or represented shall be binding on all owners for all purposes.

2.07. Voting and Proxies. The owner of each Unit, or some person appointed by such owner to act as proxy for him, shall be entitled to cast the votes appurtenant to such Unit at all meetings. No one person may hold more than five (5) proxies. Voting shall be on a numerical basis. Each association

member shall be entitled to the votes corresponding to the Units owned by him or it. The votes assigned to each unit are as follows: Unit 1 - 3 Votes, Unit 2 - 3 Votes, Unit 3 - 2 Votes, Unit 4 - 2 Votes, Unit 5 - 1 Vote, Unit 6 - 2 Votes, Unit 7 - 1 Vote, and Unit 8 - 9 Votes.

Any proxy given shall be effective only for the specific meeting for which originally given and any lawful adjournments of it. In no event shall any proxy be valid for more than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the owner executing it. A proxy must be written, signed by the voting member generating the proxy, and filed with the Secretary before the appointed time of the meeting, or before the meeting is adjourned. Additionally, Unit Owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Florida Division of Condominiums. However, limited proxies shall not be used in the election of Board Members.

2.08. Minutes. The Secretary shall take minutes at all meetings, and he shall make copies of them available for inspection at the offices of the Association at all reasonable times by owners and members of the Board of Directors.

2.09. Title to Condominium Units. Title to condominium Units may be acquired and held in the name of an individual, in the names of two or more persons as joint tenants, tenants in common, or any other joint estate recognized under Florida law, or in the name of a corporation, a partnership or a fiduciary. When ownership of a Unit is vested in more than one person, or in a partnership, all of the persons or partners shall designate one of them to vote at the meetings of owners. When ownership of a Unit is vested in a corporation, the corporation shall designate one of its officers to vote at the meetings of its owners. The designation of a representative shall be made in writing when the Unit is acquired and filed with the Secretary of the Board. Any change in designation must be in writing and delivered to the Secretary prior to taking effect.

ARTICLE III. BOARD OF DIRECTORS

3.01. The Association and Board of Directors. All power and authority of the Association shall be exercised through its Board of Directors.

3.02. Composition of Board of Directors. Members of the Board of Directors shall be elected by the owners in accordance with the following procedures:

3.02.1. Membership. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than seven (7) Directors. The exact number of Directors shall be determined from time to time upon majority vote of the membership. All directors shall be Unit Owners, or, in the case of partnership Unit owners, shall be partners in such partnerships, or in the case of corporate Unit Owners, shall be directors or officers of such corporation, or in the case of fiduciary Unit Owners, shall be the fiduciaries or the directors or officers a corporate fiduciary. No director shall continue to serve on the Board after he ceases to be a Unit owner or an interested party in a Unit owned as specified in the preceding sentence.

3.02.2. Election of Directors. Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual Unit Owners' meeting.

(b) Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda, the Association shall mail and deliver a second notice of the election to all Unit Owners entitled to vote, together with a ballot, which shall list all candidates. Upon request of a candidate, the Association shall include a sheet, no larger than 8 1/2 x 11 inches, which must be furnished by the candidate not less than thirty five (35) days before the election, to be included with the mailing of the ballot, and the cost of mailing or delivery and copying shall be borne by the Association. To reduce such cost, the Association may print or duplicate the information sheets on two-sided paper. The Association shall have no liability for the contents of the sheet prepared by the candidate.

(c) The election shall be decided by a plurality of those votes cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Unit Owner shall permit any other person to vote his or her ballot and any such ballot and any improperly cast ballot shall be deemed invalid. This regular election shall occur on the date of the annual meeting. In the event any Unit Owner needs assistance in casting the ballot by reason of any type of disability or other inability to cast the ballot, the Unit Owner shall be entitled to ask appropriate assistance as

set forth in §101.05(1), Florida Statutes. Newly elected Directors shall take office immediately upon the adjournment of the annual and election meetings.

(d) Notwithstanding the foregoing, an election and balloting are not required unless more candidates filed notices of intent to run or are nominated, than vacancies exist on the Board to be filled. In that event, the Association shall announce the new Directors at the annual meeting, and all candidates take office as Directors immediately following the adjournment of the annual meeting.

(e) In the event that the membership fills vacancies after recall of a board member, then the election of directors to fill the vacancy shall be governed by the procedures set forth in the applicable administrative rules.

(f) The election shall be by written, secret ballot and by plurality of votes cast. Each person voting shall be entitled to cast his votes for each of as many nominees as there are vacancies to be filled.

(g) Any member of the Board of Directors may be recalled and removed from office with or without cause pursuant to the procedures set forth in Florida Statutes s. 718.112(2)(j).

3.03. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium, and may do all such acts and things as are not by law, by the Declaration, or by these Bylaws prohibited or directed to be exercised and done by the Owners. The powers and duties to be exercised by the Board of Directors shall include, without limitation, the following:

(a) The maintenance, repair, replacement, cleaning, and sanitation of the common elements;

(b) The determination, assessment, and collection of funds for common expense and payment of such expenses as set forth in Article V below;

(c) The adoption, distribution, amendment, and enforcement of regulations governing the use and operation of the Condominium and the use of the common elements, subject to the power of owners to change any such regulations by such a majority as the Declaration may prescribe;

(d) The procurement and maintenance of insurance as hereinafter provided;

(e) The maintenance of accounting records, in accordance with law and generally accepted accounting principles, which records shall be made available for inspection by owners and mortgagees at all reasonable times;

(f) The authorization and prosecution, in the name of the Association, of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interest of the

Association generally, including suits to foreclose liens for nonpayment of assessments or to recover money judgments for unpaid assessments;

(g) The making of any and all contracts deemed necessary or appropriate furtherance of the interest of owners generally;

(h) The employment of personnel deemed necessary or appropriate for the maintenance and operation of the property and the common elements;

(i) The establishment of bank accounts in the name of the Condominium, and the designation of signatories for drawing on such accounts;

(j) The purchase, lease, or acquisition in the name of the Board of Directors or designee, corporate or otherwise, on behalf of the owners of all Units offered for sale, lease, surrender by their owners to the Board of Directors;

(k) The purchase of Units at foreclosure or other judicial sale in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all owners;

(l) The sale, lease, sublease or mortgaging of Units acquired by the Board Directors or its designee, corporate or otherwise, on behalf of all owners;

(m) The organizing of corporations to act as designees of the Board of Directors acquiring title to or leasing Units on behalf of all owners;

(n) The making of contracts for repairs of and additions and improvements to the property, and for repairs to and restoration of the property in accordance with the provisions of these Bylaws and the Declaration, in the event of damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(o) The acquisition or making of contracts for the acquisition of leasehold, freehold or other possessory or use interest in lands and facilities, which are intended to provide for the benefit of the owners. If such an acquisition is authorized by a supplement to these Bylaws, duly recorded, the expense of replacing the property so acquired shall be treated as a limited common expense and shall be assessed against such owners as have consented to assume the same in proportion to their respective interests in the common elements, or in such other proportion as they may have unanimously consented to; and

(p) The employment of a managing agent or manager at such reasonable compensation and to perform such duties as the Board of Directors may authorize; provided that the Board of Directors shall not delegate to any such managing agent or manager any of the powers enumerated

in Subsections 2.03(c), 2.03(g), 2.03(k), 2.03(1) and 2.03(m) of this Section, nor may it have the power to determine and assess common charges as provided in Subsection 2.03(b) of this section.

3.04. Terms of Office. The terms of office of Board members shall be fixed as two (2) year terms. Board members shall hold office until their successors have been elected and conducted their first meeting. There shall be no limit on the number of terms a Board member may serve.

3.05. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a member by vote of the owners shall be filled by the affirmative vote of the majority of the remaining Board members, even though they may constitute less than a quorum, or by the sole remaining director. Each person so shall hold office until a successor is elected at the next annual meeting of owners.

3.06. Regular Meetings. Regular meetings of the Board of Directors may be conducted at such times and places as shall from time to time be determined by the Board, provided that at least six (6) such meetings shall be conducted during each calendar year. Notice of each regular meeting of the Board of Directors shall be given to each Board member personally, or by mail, telephone, or telegraph, at least fourteen (14) days prior to the date set for such meeting.

3.07. Special Meetings. Special meetings of the Board of Directors may be called by the President, and shall be called by the President or Secretary on the written request of at least two (2) Board members, on ten (10) days notice to each board member, given personally, or by mail, telephone or telegraph. Any such notice shall state the time, place and purpose of the meeting.

3.08. Meetings Open to Owners. All meetings of the Board of Directors shall be open to owners. Notice of each meeting will be posted at the Condominium office at least forty-eight (48) hours before the meeting, except in the case of emergency meetings.

3.09. Waiver of Notice. Any Board member may at any time waive notice of any meeting in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required by these Bylaws. Attendance of any Board meeting by a member shall constitute a waiver by him of notice of the time and place thereof. If all Board members are present at any meeting of the Board, no notice shall be required, and any business may be transacted at any such meeting.

3.10. Quorum of Directors. At all meetings of the Board of Directors, a majority of the board shall constitute a quorum for the transaction of business, and the acts of a majority of members present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the board of Directors there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting where a quorum is present, any business, which might have been transacted at the meeting as originally called, may be transacted without further notice.

3.11. Minutes. Minutes shall be taken at all meetings of the Board of Directors. Copies of the minutes shall be available for inspection by owners and Board members at the offices of the Association at all reasonable times. The Association shall retain these minutes for a period of not less than seven (7) years.

3.12. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the condominium having access to condominium funds give adequate fidelity bonds. The premiums on such bonds shall be a common expense of the Association.

3.13. Compensation. No member of the Board of Directors shall receive compensation for acting as such. Nothing in these Bylaws shall be construed to preclude any Board member from serving the Condominium or the Board in any other capacity and receiving compensation therefor.

3.14. Liability of Board Members. Members of the Board of Directors shall not be liable to owners for mistakes in judgment, for negligence, or otherwise, other than for their own willful misconduct or bad faith. Nor shall members of the Board be personally liable with respect to any contract entered by them on behalf of the Association, and owners shall indemnify the Board and each member of it for all liability to third parties arising out of contracts made by the Board for the Association. Such indemnification shall not extend to any contract made in bad faith or contrary to the Declaration or these Bylaws. The liability of each owner arising out of any contract made by the Board of Directors or out of indemnification of the members of the Board shall be in the same proportion of the total liability that the liability of such owner for payment of the common expenses bears to the total liabilities of all the owners or such common expenses.

ARTICLE IV. OFFICERS

4.01. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Board of Directors may appoint one or more of the owners as an Assistant Vice President, an Assistant Treasurer, an Assistant Secretary, and such other officers as it in its judgment may deem necessary.

4.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at its annual meeting, and shall hold office at the pleasure of the Board.

4.03. Removal of Officers. On the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.

4.04. President. The President shall be the chief executive officer for the Association. He shall preside at all meetings of the Board of Directors and of owners. He shall have all general powers and duties that are incident to the office of President of a Florida corporation not for profit including, without limitation, the power to appoint committees from among the owners from time to time, as he may deem appropriate, in order to assist in conducting the affairs of the Association.

4.05. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as the Board of Directors may give him from time to time.

4.06. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of owners. He shall have charge of such books and papers as the Board of Directors may determine, and shall, in general, perform all the duties incident to the office of Secretary of a Florida corporation not for profit.

4.07. Treasurer. The Treasurer shall have responsibility for the funds and securities of the Association, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He shall be responsible for the deposit of all depositories as the Board may designate from time to time, and shall in general perform all duties incident to the office of Treasurer of a Florida corporation not for profit.

4.08. Compensation. No officer shall receive any compensation from the Association for acting as such, provided that nothing in this Section shall be construed to preclude any officer from serving the Association, in any other capacity, and receiving compensation for his services.

ARTICLE V. OPERATION OF CONDOMINIUM PROPERTY

5.01. Determination of Common Charges. Each year the Board of Directors shall prepare a proposed budget of common expenses for the Association. This budget shall include projections of common expenses, common revenues, including those from sources other than assessments, the amount of common charges required to meet any excess of the former over the latter, and an allocation and assessment of such common charges to each owner in proportion to his liability for those common charges as prescribed by the Declaration. As used in these Bylaws "common expenses" or "common charges" shall be defined as expenses or charges for which owners are proportionately liable and without limitation, shall include the following:

- (a) All expenses of administration, maintenance, repair, and replacement of the common elements;
- (b) Insurance premiums on all policies of insurance obtained by the Board of Directors, managing agent, or manager, as the case may be, pursuant to Sections 5.16 and 5.17;
- (c) Working capital reserve;
- (d) General operating reserve;
- (e) Repair and replacement reserve;
- (f) Reserve for deficits accrued in prior years;
- (g) Reserve for acquisition or lease of Units whose owners have elected to sell or lease the same, or which become available at foreclosure or other judicial sale;
- (h) Utility rates for water and gas, and related sewer rents;
- (i) Utility rates for electricity serving the common elements, which shall be separately metered;
- (j) All other and further amounts that the owners may agree upon or that the Board of Directors may deem necessary or appropriate for the operation, administration or maintenance of the Condominium;
- (k) Ad valorem property taxes that are levied directly against the Association rather than to the Unit Owners; and
- (l) All other and further amounts designated as common expenses by the Declaration, by these Bylaws, or by law.

5.02. Budget Approval. A copy of the proposed budget will be mailed to each owner not less than thirty (30) days prior to the meeting at which the budget will be considered by the Board, together with a notice of the time and place of that meeting. A final budget of common expenses will be adopted by the Board at such meeting, subject to the rights of the owners provided by law in the case of any budget requiring an assessment in any amount exceeding one hundred fifteen (115) percent of the assessments for the preceding year. Each owner will be advised in writing of the amount payable by him during the

following year. The meeting shall be open to the owners. If the adopted budget requires an assessment of the owners in any fiscal or calendar year exceeding one hundred fifteen (115) percent of the assessments for the preceding year, the Board upon written application of ten (10) percent of the owners to the Board shall convene a special meeting of the owners within thirty (30) days, upon not fewer than ten (10) days written notice to each owner. At the special meeting, the owners shall consider and enact a budget. The adoption of the budget shall require a vote of a majority of all votes entitled to be cast. The Board of Directors may propose a budget to the owners at a meeting of members or in writing, and if the budget is approved by them at the meeting or by a majority of all of them in writing, the budget shall be adopted.

5.03. Collection of Assessments. The Board of Directors shall, by suitable written notice, assess common charges in advance against owners at monthly intervals during each year. Each such assessment shall cover the succeeding month. If any installment remains unpaid for more than ten (10) days from the date due, the Board shall take appropriate action to collect it.

5.04. Common Surplus. If in any taxable year the net income of the Association from assessments and all sources other than casualty insurance proceeds and other nonrecurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred with the taxable year, and (b) reasonable reserves for common expenses and other liabilities in the succeeding taxable year as may be determined by the Board of Directors, such excess shall be retained and added to the capital reserves of the Association.

5.05. Liability for Assessments. All owners are obligated to pay the common charges assessed by the Board of Directors at the intervals stated in these Bylaws, except for the Developer acting pursuant to the authority of Florida Statute 718.116. No owner may be relieved of liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his Unit. No owner shall be liable for any assessment of common charges or for the sale, transfer, or other conveyance by him of such Unit carried out in accordance with Section 7.03 of these Bylaws. Moreover, any owner of a Unit which is free and clear of all liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges may, subject to the requirements of these Bylaws, convey it to the Association or its designee, corporate or otherwise, as grantee for all other owners, and such conveyance shall relieve the owner of liability for any common charges assessed thereafter. Upon the voluntary conveyance of any Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments of the latter for his share of common expenses up to the time of the conveyance. The grantor shall be liable over to the grantee for any amounts paid by the latter. Any such grantee or any mortgagee shall be entitled to a certificate from the Board of Directors or the managing agent or manager, as the case

may be, stating the amount of unpaid assessments pertaining to such Unit within ten (10) days after he shall have requested it. In that event, any person other than the grantor shall be entitled to act in reliance on such certificate and shall not be liable for any amounts exceeding the amount stated in it. A mortgagee or other purchaser of a Unit at a foreclosure sale shall be liable for nonpayment of any common charges as set forth in the Declaration.

5.06. Default in Payment of Common Charges. In the event an owner does not pay to the Board of Directors the common charges assessed to his Unit within ten (10) days of the date payment is due, such owner shall be deemed in default, and shall be obligated to pay interest at the highest legal rate on such common charges from the due date, together with all expenses, including reasonable attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect the same, and the Board of Directors shall be empowered to declare and foreclose a lien for nonpayment of such charges.

5.07. Foreclosure of Liens for Unpaid Common Charges. It shall be the right and duty of the Board of Directors to recover unpaid common charges, together with interest on them and expenses of any action, including reasonable attorneys' fees, to recover such charges from any owner, or by foreclosure of any lien on any Unit in respect to which he has defaulted. Any unpaid common expenses remaining uncollectable for more than thirty (30) days after such foreclosure sale may be assessed by the Board of Directors as common expenses to be collected from all owners, including the purchaser who acquires title at the sale, his successors and assigns. The Board, acting for all owners, shall have the power to bid on and purchase any Unit offered for sale at a foreclosure sale, and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. An action to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the charges, and an action to foreclose shall lie notwithstanding that an action to recover a money judgment may be pending.

5.08. Maintenance and Repair. Every owner shall promptly perform all maintenance and repair work within his own unit, which if omitted, would affect any common element, any portion of the property belonging to other owners, or the Condominium as a whole. Every owner shall be responsible for all damages and liabilities that any failure to repair or maintain may engender. All maintenance, repairs, and replacements to the common elements, whether located inside or outside individual units shall be the responsibility of the Board of Directors and shall be charged to all alike as common expenses unless such maintenance, repairs, or replacements are necessitated by the negligence or misconduct of one or more individual owners, in which case they shall be the responsibility of, and shall be charged to such individual owners, who shall be answerable for them. Each owner shall be responsible for and reimburse the

Association for any expenditures incurred in repairing or replacing any common element damaged through his fault.

5.09. Restrictions Upon the Uses of Units. The use of the units and common elements shall be subject to the restrictions imposed by the Declaration, these Bylaws, and Regulations to be promulgated and amended from time to time by the Board of Directors with the approval of a majority of the owners. Such restrictions shall include, without limitation, the following:

(a) Owners shall take extreme care to act in accordance with all the requirements of all applicable laws, rules and regulations relating to the use of real property promulgated by any division of government or government agency having jurisdiction.

(b) Throwing refuse outside the receptacles provided for that purpose shall be prohibited.

(c) No owner or lessee shall install wiring for any electrical or mechanical equipment of any description on the outside of the building or so as to protrude to the outside of the building other than as the Board of Directors may prescribe.

(d) Owners shall not do or cause to be done anything in their units that would endanger the structural soundness of any portion of the Condominium or impair any easement or right appurtenant to it or affect the common elements without the unanimous consent of all owners who might be affected.

(e) Owners shall not permit or suffer any condition or thing in their units that would increase the rate of fire insurance thereon or on the Condominium as a whole.

(f) No immoral, improper, offensive, or unlawful uses shall be made of the Condominium or any portion of it, and the owner of each Unit, at his own expense, shall comply with and fully satisfy all city, county, state and federal laws, statutes, ordinances, regulations, orders or requirements affecting his Unit.

5.10. Rules and Regulations. The Board of Directors shall provide copies of all Regulations to each owner before the Regulations take effect.

5.11. Modifications by Owners. No owner shall make any structural addition or alteration to his unit without the prior written consent of the Board of Directors. The Board shall answer any request by any owner for approval of a proposed addition or alteration to his unit within thirty (30) days after receiving it, and its failure to do so within that interval shall constitute consent. Any application to any governmental authority for a permit to make any addition or alteration to any unit shall be reviewed prior to filing by the Board of Directors.

5.12. Right of Access. The Association shall have, and through its manager, agent, or other person or persons authorized by the Board of Directors shall exercise, a right of access to each unit from time to time during reasonable hours in order to maintain, repair, or replace any common elements in them

or accessible from them, or to make emergency repairs necessary to prevent damage to common elements or to any other unit or units, or to correct any condition in violation of any secured by any Unit. Requests for access shall be made in advance and shall be set for times convenient to the owner. Notwithstanding the preceding sentence, in the event of emergency, access shall be immediate, and shall operate regardless of whether the owner or his lessee is present.

5.13. Use of Common Elements. Owners shall not place or cause to be placed in the walkways or other common elements any furniture, fixtures, displays or objects of any description without the written consent of the Board.

5.14. Modifications by Board of Directors. Any additions, repairs or alteration in or to the common elements costing less than the balance in an Association contingency fund or capital reserve account may be made by the Board of Directors without approval of owners or mortgagees, and the costs shall be deemed to be common expenses. Whenever in the judgment of the Board of Directors the common elements require additions, repairs or alterations costing in excess of the amount in any contingency fund or capital reserve account, the making of such additions, repairs and alterations shall require approval by the owners of a majority of the Units. After such approval has been obtained, the Board shall proceed with the additions, repairs or alteration, the costs of which shall be deemed common expenses.

5.15. Repair or Reconstruction. In the event of any damage to or destruction of any improvements on the Condominium property or any portion of it, or any of the common elements or any portions of them required by the Declaration, these Bylaws, or by law to be insured by the Association, such improvements including common elements and individual units, but excluding furniture, decoration, ornaments and equipment installed or placed in them by owners, shall be promptly repaired and restored by the Board of Directors using the proceeds of such insurance. If such proceeds are inadequate to cover the cost of such repair and restoration, owners shall be assessed on an equitable basis according to the benefit derived by them from such repair and restoration. If the proceeds of such insurance shall be inadequate by a substantial amount to cover the estimated cost of repair and restoration of an essential improvement or common element, or if such damage shall constitute the substantially total destruction of the Condominium property or of one or more buildings comprising it, or if those owners entitled to exercise seventy-five (75) percent or more of the total voting powers of those owners directly affected by such damage or destruction shall determine not to repair or restore the property, the Board of Directors shall realize the salvage value of the portion of the Condominium property damaged or destroyed, by sale or otherwise, and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale or other disposition of the property,

together with removal of all debris and the restoration of the land to level grade, if appropriate, shall be considered one fund and shall be divided among owners directly affected by such damage or destruction in proportion to their undivided ownership interests in the common elements. Any liens or encumbrances on any affected Unit shall be relegated to the interest of its owner in the fund.

5.16. Fire, Flood and Extended Coverage Insurance. The Board of Directors or the managing agent or manager, as the case may be, shall obtain and maintain in effect insurance for the loss by fire and other casualties normally covered under broad-form fire and extended coverage insurance as written in Florida. The insurance shall cover all common elements, all structural portions of the Condominium property, and all units, but it shall not cover furniture, fixtures, decoration, equipment or the like installed or placed therein by owners. The insurance shall be written for an amount satisfactory to mortgagees holding first mortgages on one or more Units, but in any event not less than an amount which would cause the Association to become a co-insurer. The premiums for such insurance shall be a common expense defrayed by periodic assessments levied by the Board of Directors. Extended coverage shall include windstorm insurance and flood insurance, as well as law and ordinance coverage.

5.17. Liability Insurance. The Board of Directors or the manager or managing agent, as the case may be, shall obtain and maintain in effect insurance from liability for personal injury or death, and for damage to property arising from accidents occurring within the common elements for amounts satisfactory to mortgagees holding first mortgages on one or more Units, as determined by the Board of Directors. The premiums for such insurance shall be a common expense.

5.18. Rights of Owners to Insure Units. Any insurance obtained or maintained by the Board of Directors, managing agent, or manager, as the case may be, shall not relieve owners of the obligation to insure their respective units, customers and invitees.

5.19. Abatement of Violations. A violation of any provision of the Declaration, of the deed to any Unit, of these Bylaws, or of any Regulation promulgated hereunder shall empower the Board of Directors, acting for all owners, in addition to any other rights enumerated in these Bylaws, to enter any unit where such violation exists and remove at the expense of the defaulting owner any thing or condition constituting such violation, and the Board shall not be deemed guilty of trespass in so doing. In addition, such a violation shall empower the Board to sue for an injunction to abate the violation, for damages, or other appropriate legal remedies.

ARTICLE VI. MORTGAGES

6.01. Notice of Mortgage. An owner who mortgages his Unit shall notify the manager, managing agent, or Secretary of the Association of the name and address of his mortgagee within thirty (30) days after he shall have executed it. The Secretary shall maintain such information in a registered titled "Mortgagees of Units."

6.02. Payment of Assessments. No owner shall be permitted to convey, mortgage, pledge, sell, or lease his Unit unless and until he shall have paid in full to the Board of Directors all unpaid charges assessed on it, and until he shall have satisfied all unpaid liens on it other than mortgage liens.

6.03. Notice of Unpaid Assessments. On being requested to do so, the Secretary of the Association shall advise the mortgagee of any Unit of any unpaid assessments due from its owner.

6.04. Notice of Default. Upon giving notice to an owner of a default, whether in payment of common charges otherwise, the Board of Directors shall send a copy of such notice to each holder of a mortgage secured by that Unit whose name and address appears in the register titled "Mortgagees of Units."

6.05. Inspection of Accounts. The owners and mortgagees of Units shall be permitted to inspect the books of account of the Association at reasonable times during business hours.

ARTICLE VII. SALES AND LEASES OF UNITS

7.01. Compliance with Article. An owner of a unit may sell or lease it or any interest in it in the manner prescribed by the Declaration and these Bylaws. The owner of each unit shall require that the employees of that Unit park in the rear of the building. The parking in front is reserved for customers and visitors. Owners are required to include in each Unit leased the requirement that employees shall park solely in the rear of the building.

7.02. Severance of Ownership. Any sale of a unit must include the sale of the undivided interest in the common elements appurtenant to it, interest in any other Units the Board of Directors may have acquired or the proceeds from the sale or lease of any such Units, and the interest of the seller in any other assets of the Association, referred to elsewhere in these Bylaws as the "appurtenant interest". No part of the appurtenant interest of any Unit may be sold, transferred, or otherwise disposed of unless with the sale, transfer, or other disposition of the Unit to which such interest is appurtenant, or with the sale, transfer, or other disposition of such part of appurtenant interests of all Units. Any deed, mortgage, or other instrument purporting to affect a Unit or any appurtenant interest without including all such interests shall be deemed to

include the interest so omitted, it being the intent of these Bylaws to prevent any severance of combined ownership of any Unit from the interest appurtenant to it.

7.03. Notice of Transaction. Upon the acceptance of any bona fide offer to any transaction which may cause an alteration in the use of his Unit within the meaning of the Declaration, an owner shall give the Board of Directors a written notice of the details of the proposed transaction, together with other information as the Board may reasonably request. The giving of such notice shall constitute a warranty and representation by the owner to the Board of Directors that he believes the offer to be bona fide in all respects, and intends to accept it.

7.04. Certificate of Compliance. Any owner who has complies with the requirements of Section 7.03, or for whom those requirements have been waived, shall be given a certificate to the effect upon requesting it. The Secretary of the Association shall promptly execute and acknowledge the certificate of termination or waiver, which shall then be binding on the Board of Directors and the owners in favor of all persons relying upon it in bona fide.

7.05. Financing the Acquisition of Units by Association. The acquisition of Units by the Association may be financed from any acquisition reserve, working capital, or common charges in the hands of the Board of Directors. If such funds are inadequate, the Board of Directors may declare an assessment upon owners in proportion to their ownership of the common elements as a common charge. The Board of Directors is also authorized to borrow money to finance the acquisition of Units, but no lien or encumbrance on any property other than the Unit to be acquired may be used to secure such an obligation.

7.06. Expenses. The Association may charge a fee not exceeding fifty dollars (\$50.00) only for expenditures reasonably made in connection with the sale, lease or other transfer of any Unit. Notwithstanding the preceding sentence, no charge shall be imposed in connection with the extension of any lease.

ARTICLE VIII. EMINENT DOMAIN

8.01. Condemnation of Common Elements. If any portion of the common elements is taken, damaged, or destroyed by eminent domain, each owner shall be entitled to notice of such taking and to participate through the Association in the proceedings incident to it. Any damages shall be for the taking, injury, or destruction as a whole, and shall be collected by the Board of Directors. If the owners of seventy-five (75) percent or more of the Units duly and promptly approve the restoration of the common elements, the Board of Directors shall contract for such restoration, and shall disburse the proceeds of the awards in appropriate progress payments to contractors engaged in such restoration. If the award is insufficient to defray the entire expense of restoration, the excess of such expense over such proceeds shall be treated as a

common expense. In the event that the owners of seventy-five (75) percent or more of the Units do not duly and promptly approve the restoration of the common elements, the net proceeds shall be divided by the Board of Directors among all owners in proportion to their respective proportionate shares in the common surplus as stated in the Declaration, satisfying any liens upon each Unit out of the share otherwise payable to its owner in their order of priority.

8.02. Condemnation of Units. If all or any portion of any Unit other than the interest in the common elements appurtenant to them shall be taken, damaged or destroyed by eminent domain, each owner so affected shall be entitled to notice of such taking and to participate directly in the proceedings incident to it. Any damages shall be payable directly to such owner or owners.

ARTICLE IX. RECORDS

The Board of Directors shall maintain detailed records of all their actions and those of the Association, including financial records and books of account of the Association, maintained in accordance with generally accepted accounting principles, and all records called for under Florida Statutes s. 718.111(12)(a). Such records shall include a chronological record of all receipts and disbursements. A separate account shall also be maintained for each Unit containing, among other things, the amount of each assessment on such Unit, the date the assessment is due, amounts paid on it, and the balance remaining due. Such records shall be maintained at the Association's office, and shall be made available to any interested party upon request as provided under Florida Statutes s. 718.111(b) & (c).

ARTICLE X. MISCELLANEOUS

10.01. Notices. All notices to be sent to the Board of Directors shall be sent by registered mail in care of the manager or managing agent, or if there is none, to the office of the Board, or such other address as the Board may designate from time to time. All notices to be sent to any owner shall be sent by registered or certified mail to the owner at the owner's Unit or at such other address as he may have designated in writing to the Board of Directors. All notices to the mortgagees of Units shall be sent by registered or certified mail to their respective addresses as maintained by the Secretary in the register titled "Mortgagees of Units". All notices shall be deemed to be given when mailed.

10.02. Mandatory Non-Binding Arbitration. In the event of any disputes or controversies between owners which affect the operation of the Condominium or the use of any property in it, but whose resolution does not lie within the legal authority confided to the Board of Directors by either Condominium Act, the

Declaration, or these Bylaws, the owners affected shall submit any such disputes or controversies to non-binding arbitration. The parties shall use either a certified mediator or arbitrator who is certified by the circuit court administrator to arbitrate cases in the Circuit Court for Monroe County, Florida or an arbitrator from the American Arbitration Association panel for commercial property disputes.

10.03. Waiver. No restriction, condition, or obligation in these Bylaws shall be deemed to be abrogated or waived due to any failure to enforce it, regardless of the number of occurrences of failure to enforce.

10.04. Invalidity. If any portion of these Bylaws is invalidated, such invalidity shall in no way impede or affect the validity, enforceability, or effect of the remaining portions.

10.05. Captions. Captions are inserted in these Bylaws solely for the convenience and reference of the reader and shall not be taken in any way to limit or circumscribe the scope of any portion of these Bylaws.

ARTICLE XI. AMENDMENTS

These Bylaws may be amended or supplemented by affirmative vote of seventy-five (75) percent or more of the voting interests in the Condominium at a meeting of owners duly called for such purposes. Any such amendment shall be recorded in the Official Records of Monroe County, Florida. No Article or Section of these Bylaws shall be revised or amended solely by reference to its caption or Article or Section number. Proposed amendments to these Bylaws shall quote the entire passage to be amended, together with any language to be added by the amendment. The proposed amendment shall be presented by underlining all those portions to be added and lining through with hyphens all those to be deleted. If the proposed change is so extensive that the presentation of the proposed amendment in this manner would impede rather than augment an understanding of it, then a statement may be inserted immediately before it substantially to this effect: "Substantial rewording of Bylaws. See Article _____ Section _____ of the Bylaws for present wording." Nonmaterial errors or omissions in an amendment to the Bylaws shall not invalidate an otherwise duly promulgated amendment.

ARTICLE XII. CONFLICTS

These Bylaws are intended to comply with the requirements of and are promulgated in accordance with Chapter 718 of the Florida Statutes, the Condominium Act. To the extent that these Bylaws or any

56

FILE #1318457
BK#1809 PG#233

portions of them are so construed as to be inconsistent with the provisions of the Act or the Declaration, the Act or the Declaration, as the case may be, shall be controlling.

Executed at Key West, Monroe County, Florida this ____ day of August 2002.

President

Secretary

STATE OF FLORIDA)
COUNTY OF MONROE)

Before me this ____ day of _____, 2002, personally appeared _____ and _____, the President and Secretary respectively of POINCIANA PLAZA CONDOMINIUM ASSOCIATION, INC., who are known to me personally to be the persons named above, and who executed the foregoing Bylaws, acknowledged before me that they executed the same in their capacity as such for the purposes stated.

Notary Public, State of Florida

MONROE COUNTY
OFFICIAL RECORDS

Grant of Easement

This Instrument Prepared By:
John R. Allison, III
The Allison Firm, P.A.
P.O. Box 2129
Key West, Florida 33045

Doc# 1986506
Bk# 2690 Pg# 6

GRANT OF EASEMENT
(Cross Ingress and Egress)

THIS GRANT OF EASEMENT (“this Easement”) made as of the 11th day of June, 2014, by POINCIANA PLAZA CONDOMINIUM ASSOCIATION, INC. (the "Association"), a Florida not-for-profit corporation, and DUCK BAKERY, LLC, a Florida limited liability company ("Duck Bakery").

WITNESSETH:

WHEREAS, Association is the condominium association governing the real property and condominium units, as set forth in that certain Declaration of Covenants, Restrictions and Easements for the Poinciana Plaza, as recorded in Official Records Book 1809 at Page 178 of the Public Records of Monroe County, Florida, as more particularly described in Exhibit A attached hereto (the “Condominium Property”); and

WHEREAS, Duck Bakery is the owner of that certain real property (the “Duck Bakery Property”) adjacent to the Condominium Property, as more particularly described in Exhibit B attached hereto; and

WHEREAS, in order to provide ingress and egress to the rear portions of the Condominium Property and the Duck Bakery Property for the owners of the respective properties, their guests and invitees, Association and Duck Bakery have agreed to enter into this Easement for the purpose of creating such ingress and egress.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, the premises and mutual covenants contained herein and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, the receipt and adequacy of which is hereby acknowledged, the parties hereto do hereby agree upon the following terms and conditions:

1. Association and Duck Bakery do hereby (a) grant a cross easement to each other over nine (9) feet of their respective properties as depicted in Exhibit C attached hereto (the “Easement Property”); (b) reserve unto themselves and their respective assigns all rights and benefits to their respective servient property not inconsistent with this Easement, and (c) grant unto the other party and the other party’s servants, agents, employees, guests, licensees and invitees, subject to the reservations, restrictions and conditions herein contained, the easements appurtenant in, on, over, upon and across the boundaries of the servient properties herein described as such easement rights and obligations are hereinafter provided.

2. Neither Association nor Duck Bakery shall place or construct any obstruction, permanent or temporary in nature, in, on, over, under or across the Easement Property, or make any additions or improvements to the Easement Property without the prior written consent of the other party (including their successors and assigns), which shall not be unreasonably withheld.
3. Association and Duck Bakery agree to maintain, at their sole and respective expense, that portion of the Easement Property lying within their respective properties, or cause the same to be maintained, in a state of good condition and repair.
4. In the event that either party fails to properly maintain their portion of the Easement Property, the other party shall have the right to perform such maintenance. In such event, party electing to perform maintenance work (the "Non-Defaulting Party") on the Easement Property owned by the other party (the "Defaulting Party") shall deliver to Defaulting Party estimates for such work (the "Reimbursements") which shall be approved or disapproved by Defaulting Party within ten (10) days after receipt of said estimate. In the event Defaulting Party does not affirmatively respond within said time that the estimates are unreasonable, then the estimates will be deemed to be reasonable and approved by Defaulting Party, and the Non-Defaulting Party may proceed with said repairs. If the Defaulting Party objects to Reimbursements, then the Non-Defaulting Party may attempt to adjust the Reimbursements and obtain the consent of the Defaulting Party or the Non-Defaulting Party may proceed with the work and the Defaulting Party shall only be responsible for reasonable Reimbursements. Thereafter, upon completion of the work, the Non-Defaulting Party shall submit a copy of the final bill to the Defaulting Party, together with a written request for payment, whereupon the Defaulting Party agrees, which agreement shall be a covenant running with the property as hereinafter provided, to be responsible to pay such cost and expenses within ten (10) days after receipt of said receipts and request for payment; provided such bill does not exceed the approved estimate. It is understood and agreed that neither party, their successors or assigns, shall refuse to pay any reasonable request for Reimbursement for maintenance and repair of the Easement Property.
5. If the Reimbursements provided for herein are not paid on the date(s) when due (being the date(s) specified herein or pursuant hereto), then such Reimbursements shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on all property of the Defaulting Party and the Non-Defaulting Party may bring an action at law against the Defaulting Party and may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Defaulting Party for which the Reimbursements and late charges are unpaid, may foreclose the lien pursuant to the Construction Lien Act, Chapter 713 of the Florida Statutes. The Non-Defaulting Party shall have such other remedies for collection and enforcement of assessments as may be permitted by applicable law. All remedies are intended to be and shall be cumulative.
6. Duck Bakery and Association shall maintain or cause to be maintained at all times a policy of general liability insurance with a broad form contractual liability endorsement covering all insurable interests in Easement Property, with a combined single limit of not less than \$1,000,000 general

liability, insuring against any injuries or damages to person or property that may result from or are related to all easement holders, their representatives actions or omissions, in such forms and with an insurance company reasonably acceptable to the parties. All such insurance shall be written on an "occurrence form."

7. Each party shall indemnify, defend and hold the other harmless the other party from and against any and all claims, demand, causes of action, losses, damages, liabilities, costs and expenses, including, without limitation, attorneys' fees and disbursements, suffered or incurred by and arising out of or in connection with negligent or intentionally improper use of the Easement Property.
8. This Easement and the privileges granted herein shall be binding upon and inure to the benefit of all parties as set forth herein, and the same shall be deemed to be covenants running with the land for the servient properties herein described. Nothing set forth herein shall be deemed or construed to preclude the modification or termination of this Easement, or any part of the same, by an instrument or instruments in writing, duly recorded and executed by Association and Duck Bakery, their respective successors and assignees.
9. If any provision or application of this Easement would prevent this Easement from running with the land as aforesaid, such provision and/or application shall be judicially modified, if possible, to reflect the intent of such provision or application and then shall be enforced in a manner allowing the covenants, conditions, and easements to so run with the land. In the event that any such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the covenants, conditions, and easements hereof running with the land shall be achieved.
10. The parties hereto shall have the right to enforce the provisions of this Easement by any proceeding at law or in equity against any person(s) or entity(ies) as follows:
 - A. For violating or attempting to violate any covenant or grant of easement provided for herein;
 - B. The result of every act or omission whereby any of the covenants contained in this Easement are violated in whole or in part is hereby declared to be and does constitute a nuisance, and every remedy allowed by law or equity with respect to nuisances either public or private shall be applicable and may be exercised by any party-in-interest;
 - C. The failure by any party to enforce the provisions of this Easement shall in no event be deemed a waiver of the right to do so thereafter; and
 - D. Where litigation shall occur to enforce said provisions or to recover damages or to enforce any right created herein, the prevailing party in such litigation shall be entitled to recover court costs and reasonable attorneys' fees, including court costs and reasonable attorneys' fees in any appellate proceeding.

IN WITNESS WHEREOF, the parties hereto have executed this Easement on this 11 day of ~~September~~ ^{June}, 2013.

Witnesses:

Dorotea Betty

corporation,

Nancy P. Lawther

Dorotea Betty

Marcia Hope Casas

POINCIANA PLAZA CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit

By: [Signature]
, President

DUCK BAKERY, LLC, a Florida
limited liability company

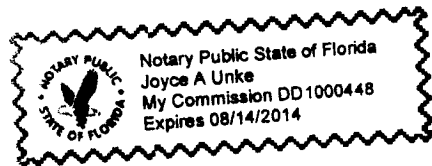
By: [Signature]
, Manager

STATE OF FLORIDA)
COUNTY OF MONROE)

BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared [Signature] President of POINCIANA PLAZA CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, to me known to be the individual described in, or who produced _____ as identification, and he did not take an oath.

SWORN and subscribed to before me this 11 day of ~~September~~ ^{June}, 2013.

[Signature]
Notary Public, State of Florida at Large



STATE OF FLORIDA)
COUNTY OF MONROE)

BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared Edwin O. Swift, III as Manager of DUCK BAKERY, LLC, a Florida limited liability company, to me known to be the individual described in, or who produced _____ as identification, and he did not take an oath.

SWORN and subscribed to before me this 11 day of ~~September, 2013,~~ June 2014

Marion Hope Casas
Notary Public, State of Florida at Large



POINCIANA PLAZA

A Condominium

Legal Description

Doc# 1986506
BK# 2090 Pg# 11

FILE #1318457
BK#1809 PG#211

LEGAL DESCRIPTION:

All of the Lots Thirteen (13) thru twenty-one (21), inclusive, Block Ten (10), of Key West Foundation Company's Plat No. 2, according to the plat thereof as recorded in Plat Book 1, Page 189 of the Public Records of Monroe County, Florida.

And Less the Following:

Lot 13, 14 and the (NW) 45.2 feet of Lot 15, said NE'y boundary line being continuous to the SW'y face of the existing concrete block structure, Block 10, of KEY WEST FOUNDATION CO.'s PLAT NO. 2, according to the Plat thereof, as recorded in Plat Book 1, Page 189, Public Records of Monroe County, Florida.

Sheet 10 of 11

| | | | |
|--|---------------|---------------------------|---------------------|
| Poinciana Plaza Condominium | | | |
| 3400-3465 Duck Avenue, Key West, Florida 33040 | | | |
| Condominium Survey | | | Dwn. No.: 02-478 |
| Scale: 1"=20' | Ref. 188-2 | Flood panel No. 1709 G | Dwn. By: F.H.H. |
| Date: 7/24/02 | | Flood Zone: AE | Flood Elev. 7' |
| REVISIONS AND/OR ADDITIONS | | | |
| | | | |
| | | | |
| | | | |
| d/1wq/kw/block255 | | | |

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

350 Northside Drive
Suite 101
Key West, Fl. 33040
(305) 293-0466
F.x. (305) 293-0237

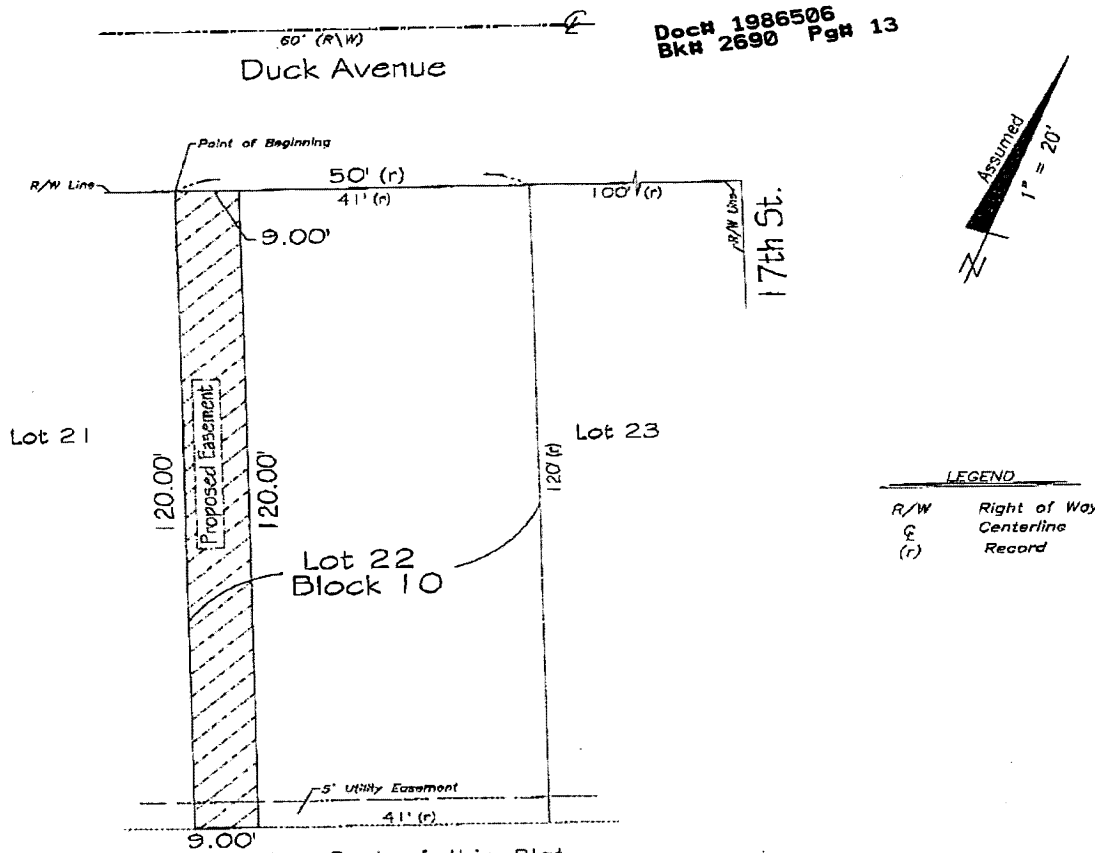
EXHIBIT "B"

Lots 22, 23 and 24, Block 10, KEY WEST FOUNDATION COMPANY'S PLAT NO. 2, according to the Plat thereof, recorded in Plat Book 1, Page 189 of the Public Records of Monroe County, Florida.

Doc# 1986506
Bk# 2690 Pg# 12

EXHIBIT C1

Specific Purpose Survey to illustrate a legal description of part of Lot 22, Block 10, KEY WEST FOUNDATION CO'S Plat No 2, prepared by the undersigned.



Doc# 1986506
Bk# 2690 Pgs 13

LEGEND

| | |
|-----|--------------|
| R/W | Right of Way |
| ⊕ | Centerline |
| (r) | Record |

- NOTES:
1. The legal description shown hereon was authored by the undersigned.
 2. Underground foundations and utilities were not located.
 3. All angles are 90° (Measured & Record) unless otherwise noted.
 4. Street address: 3440 Duck 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. This survey is not assignable.
 9. Adjoiners are not furnished.
 10. The description contained herein and sketch do not represent a field boundary survey.

SPECIFIC PURPOSE SURVEY TO A ILLUSTRATE LEGAL DESCRIPTION AUTHORED BY THE UNDERSIGNED

A parcel of land on the Island of Key West being the Southwesterly Nine (9) feet of Lot 22, Block 10, KEY WEST FOUNDATION CO'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:
 BEGIN at the Northwesterly corner of the said Lot 22, thence run Southwesterly along the Southwesterly boundary line of the said Lot 22 for a distance of 120.00 feet to the Southerly corner of the said Lot 22; thence Northeasterly and at right angles along the Southeasterly boundary line of the said Lot 22 for a distance of 9.00 feet; thence Northwesterly and at right angles for a distance of 120.00 feet to the Northwesterly boundary line of the said Lot 22; thence Southwesterly and along the Northwesterly boundary line of the said Lot 22 for a distance of 9.00 feet back to the Point of Beginning.

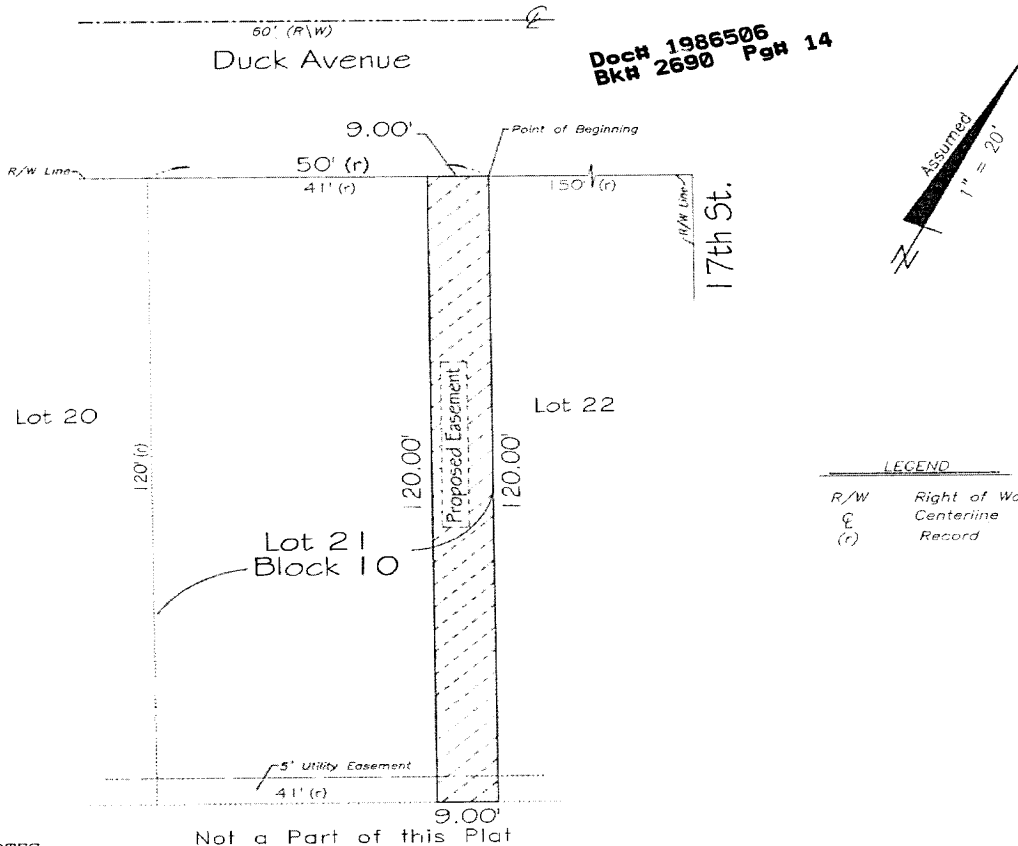
SPECIFIC PURPOSE SURVEY FOR: JKMH Partners, LLC;

J. LYNN O'FLYNN, INC.
[Signature]
 J. Lynn O'Flynn, PSM
 Florida Reg. #6298
 June 11, 2014

J. LYNN O'FLYNN, Inc.
 Professional Surveyor & Mapper
 PSM #6298
 3430 Duck Ave., Key West, FL 33040
 (305) 298-7422 FAX (305) 298-2244

ATTN: Monica

Specific Purpose Survey to illustrate a legal description of part of Lot 21, Block 10, KEY WEST FOUNDATION CO'S Plat No 2, prepared by the undersigned



Doch 1986506
BkH 2690 Pgh 14

LEGEND
R/W Right of Way
C Centerline
(r) Record

- NOTES:
1. The legal description shown hereon was authored by the undersigned.
 2. Underground foundations and utilities were not located.
 3. All angles are 90° (Measured & Record) unless otherwise noted.
 4. Street address: Poinciana Plaza Condominium, 3400-3465 Duck 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. This survey is not assignable.
 9. Adjoiners are not furnished.
 10. The description contained herein and sketch do not represent a field boundary survey

SPECIFIC PURPOSE SURVEY TO A ILLUSTRATE LEGAL DESCRIPTION AUTHORED BY THE UNDERSIGNED

A parcel of land on the Island of Key West being the Northeasterly Nine (9) feet of Lot 21, Block 10, KEY WEST FOUNDATION CO'S PLAT NO. 2, as recorded in Plat Book 1, at Page 189, of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:
 BEGIN at the Northeasterly corner of the said Lot 21, thence run Southeasterly along the Northeasterly boundary line of the said Lot 21 for a distance of 120.00 feet to the Easterly corner of the said Lot 21; thence Southwesterly and at right angles along the Southeasterly boundary line of the said Lot 21 for a distance of 9.00 feet; thence Northwesterly and at right angles for a distance of 120.00 feet to the Northwesterly boundary line of the said Lot 21; thence Northeasterly and along the Northwesterly boundary line of the said Lot 21 for a distance of 9.00 feet back to the Point of Beginning.

SPECIFIC PURPOSE SURVEY FOR: Poinciana Plaza Condominium;

J. LYNN O'FLYNN, INC.

 J. Lynn O'Flynn, PSM
 Florida Reg. #6298
 June 6, 2014

J. LYNN O'FLYNN, Inc.
 Professional Surveyor & Mapper
 PSM #6298
 3430 Duck Ave., Key West, FL 33040
 (305) 296-7422 FAX (305) 296-2244

Property Cards

Monroe County, FL

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 00053120-000101
Account# 9013280
Property ID 9013280
Millage Group 10KW
Location Address 3438 DUCK Ave 1, KEY WEST
Legal Description UNIT 1 POINCIANA PLAZA CONDOMINIUMS OR1901-2218 OR2754-2302 OR2995-1517 OR3180-2158
 (Note: Not to be used on legal documents.)
Neighborhood 8047
Property Class PROFESSIONAL BLDG CONDO (1904)
Subdivision Key West Foundation Co's Plat No 2
Sec/Twp/Rng 34/67/25
Affordable Housing No



Owner

[TWO SEAS HOLDINGS LLC](#)
 3438 Duck Ave
 Key West FL 33040

Valuation

| | 2023 Preliminary Values | 2022 Certified Values | 2021 Certified Values | 2020 Certified Values |
|----------------------------|-------------------------|-----------------------|-----------------------|-----------------------|
| + Market Improvement Value | \$379,722 | \$379,722 | \$588,141 | \$588,141 |
| + Market Misc Value | \$0 | \$0 | \$0 | \$0 |
| + Market Land Value | \$0 | \$0 | \$0 | \$0 |
| = Just Market Value | \$379,722 | \$379,722 | \$588,141 | \$588,141 |
| = Total Assessed Value | \$379,722 | \$379,722 | \$588,141 | \$588,141 |
| - School Exempt Value | \$0 | \$0 | \$0 | \$0 |
| = School Taxable Value | \$379,722 | \$379,722 | \$588,141 | \$588,141 |

Historical Assessments

| Year | Land Value | Building Value | Yard Item Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|------------|----------------|-----------------|---------------------|----------------|--------------|---------------|---------------------|
| 2022 | \$0 | \$379,722 | \$0 | \$379,722 | \$379,722 | \$0 | \$379,722 | \$0 |
| 2021 | \$0 | \$588,141 | \$0 | \$588,141 | \$588,141 | \$0 | \$588,141 | \$0 |
| 2020 | \$0 | \$588,141 | \$0 | \$588,141 | \$588,141 | \$0 | \$588,141 | \$0 |
| 2019 | \$0 | \$543,683 | \$0 | \$543,683 | \$543,683 | \$0 | \$543,683 | \$0 |
| 2018 | \$0 | \$543,683 | \$0 | \$543,683 | \$535,211 | \$0 | \$543,683 | \$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.

Buildings

Building ID 55458
Style
Building Type CN_1 / CN_1
Building Name
Gross Sq Ft 1112
Finished Sq Ft 1112
Stories
Condition AVERAGE
Perimeter 0
Functional Obs 0
Economic Obs 0
Depreciation % 0
Interior Walls
Exterior Walls
Year Built 1945
EffectiveYearBuilt 1945
Foundation
Roof Type
Roof Coverage
Flooring Type
Heating Type
Bedrooms 0
Full Bathrooms 0
Half Bathrooms 1
Grade
Number of Fire Pl 0

| Code | Description | Sketch Area | Finished Area | Perimeter |
|--------------|----------------|--------------|---------------|-----------|
| FLA | FLOOR LIV AREA | 1,112 | 1,112 | 0 |
| TOTAL | | 1,112 | 1,112 | 0 |

Sales

| Sale Date | Sale Price | Instrument | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|------------|------------|-----------------|-------------------|-----------|-----------|--------------------|--------------------|---------|---------|
| 6/17/2022 | \$940,000 | Warranty Deed | 2381044 | 3180 | 2158 | 03 - Qualified | Improved | | |
| 10/31/2019 | \$389,500 | Quit Claim Deed | 2245519 | 2995 | 1517 | 30 - Unqualified | Improved | | |
| 7/31/2015 | \$535,000 | Warranty Deed | | 2754 | 2302 | 37 - Unqualified | Improved | | |
| 6/13/2003 | \$195,900 | Warranty Deed | | 1901 | 2218 | K - Unqualified | Improved | | |

Permits

| Number | Date Issued | Date Completed | Amount | Permit Type | Notes |
|--------------|-------------|----------------|-----------|-------------|--|
| 23-0849 | 3/27/2023 | | \$22,486 | Commercial | Remove and Replace a 5 Ton split A/C system. SAME FOR SAME. With Duct work. Add Dehumidifier to New and Existing system. (Trane-4A7A6060N1 & TEM6B0C60A5). N.O.C. REQUIRED. |
| 23-0613 | 3/14/2023 | | \$33,500 | Commercial | Install new framing, insulation and drywall for renovated layout, per plans. Link to plumbing 22-2739 and electrical 23-0595 |
| 23-0614 | 3/14/2023 | | \$18,000 | Commercial | Remove the existing metal siding and stucco to match remainder of building. Install 6 new windows. |
| 23-0595 | 2/27/2023 | | \$0 | Commercial | Renovate offices as per attached drawings Renovate electrical at offices with new devices and lights per attached electrical plans. |
| 22-2739 | 9/22/2022 | | \$16,500 | Commercial | Per plans install 6 sinks and eliminate one bath. Patient rooms doctors office. |
| BLD2022-1795 | 6/22/2022 | | \$8,000 | Commercial | Remove existing interior drywall to various areas and cabinets per demo plan. |
| BLD2022-0827 | 3/25/2022 | 4/5/2022 | \$1,100 | Commercial | |
| BLD2022-0486 | 3/10/2022 | | \$207,369 | Commercial | CONSTRUCTION OF A NEW MOBILE HOME TO BE CONSTRUCTED ON CONCRETE PILES. FRONT DECK AND STEPS AND MASONRY BLOCK TOWER ENCLOSURE |
| 16-00000870 | 3/10/2016 | 6/9/2016 | \$9,900 | Commercial | RE-ROOFING MODIFIED BITUMEN 3200 SQ/FT TEAR OFF MODIFIELD ROOF. INSTALL 28# BASE SHEET, LAPPED DRY IN WITH 1 1/4 ROOFING NAILS AND TIN TABS. INSTALL 1/4 ROOFING NAILS AND TIN TABS. INSTALL 1/4 PER FOOT TAPER INSULATION, INSTALL 3 X 3 26G GALVALUME EAVE DRIP FIBERGLASS ROOFING AND MODIFIED BITUMEN ALL SET IN ASPHALT. N.O.C. REQUIRED. GH (UNIT #1) GH |
| 16-0585 | 2/19/2016 | 2/18/2018 | \$2,500 | Commercial | INSTALL 1.5 TON SPLIT A/C ON STAND WITH 8 DROPS. |

View Tax Info

[View Taxes for this Parcel](#)

Sketches (click to enlarge)

Unsketched Subareas:
FLA (1112)

Photos



Map



TRIM Notice

[2023 TRIM Notice \(PDF\)](#)

No data available for the following modules: Land, Yard Items.

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Monroe County, FL

Disclaimer

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

Summary

| | |
|--------------------|---|
| Parcel ID | 00053120-000110 |
| Account# | 9104985 |
| Property ID | 9104985 |
| Millage Group | 10KW |
| Location Address | 3438 DUCK Ave 1B, KEY WEST |
| Legal Description | UNIT 1B POINCIANA PLAZA CONDOMINIUMS OR1901-2218 OR2754-2302 OR2995-1517 OR3102-2274 OR3180-2158 <i>(Note: Not to be used on legal documents.)</i> |
| Neighborhood | 8047 |
| Property Class | PROFESSIONAL BLDG CONDO (1904) |
| Subdivision | Key West Foundation Co's Plat No 2 |
| Sec/Twp/Rng | 34/67/25 |
| Affordable Housing | No |

Owner

[TWO SEAS HOLDINGS LLC](#)

3438 Duck Ave
Key West FL 33040

Valuation

| | 2023 Preliminary Values | 2022 Certified Values |
|----------------------------|-------------------------|-----------------------|
| + Market Improvement Value | \$379,722 | \$379,722 |
| + Market Misc Value | \$0 | \$0 |
| + Market Land Value | \$0 | \$0 |
| = Just Market Value | \$379,722 | \$379,722 |
| = Total Assessed Value | \$379,722 | \$379,722 |
| - School Exempt Value | \$0 | \$0 |
| = School Taxable Value | \$379,722 | \$379,722 |

Historical Assessments

| Year | Land Value | Building Value | Yard Item Value | Just (Market) Value | Assessed Value | Exempt Value | Taxable Value | Maximum Portability |
|------|------------|----------------|-----------------|---------------------|----------------|--------------|---------------|---------------------|
| 2022 | \$0 | \$379,722 | \$0 | \$379,722 | \$379,722 | \$0 | \$379,722 | \$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.

Buildings

| | | | |
|----------------|-------------|--------------------|------|
| Building ID | 65442 | Exterior Walls | |
| Style | | Year Built | 1945 |
| Building Type | CN_1 / CN_1 | EffectiveYearBuilt | 1945 |
| Building Name | | Foundation | |
| Gross Sq Ft | 1112 | Roof Type | |
| Finished Sq Ft | 1112 | Roof Coverage | |
| Stories | | Flooring Type | |
| Condition | AVERAGE | Heating Type | |
| Perimeter | 0 | Bedrooms | 0 |
| Functional Obs | 0 | Full Bathrooms | 0 |
| Economic Obs | 0 | Half Bathrooms | 1 |
| Depreciation % | 0 | Grade | |
| Interior Walls | | Number of Fire Pl | 0 |

| Code | Description | Sketch Area | Finished Area | Perimeter |
|--------------|----------------|--------------|---------------|-----------|
| FLA | FLOOR LIV AREA | 1,112 | 1,112 | 0 |
| TOTAL | | 1,112 | 1,112 | 0 |

Sales

| Sale Date | Sale Price | Instrument | Instrument Number | Deed Book | Deed Page | Sale Qualification | Vacant or Improved | Grantor | Grantee |
|-----------|------------|---------------|-------------------|-----------|-----------|--------------------|--------------------|---------|---------|
| 6/17/2022 | \$940,000 | Warranty Deed | 2381044 | 3180 | 2158 | 03 - Qualified | Improved | | |

Permits

| Number | Date Issued | Date Completed | Amount | Permit Type | Notes |
|-------------|-------------|----------------|---------|-------------|--|
| 16-00000870 | 3/10/2016 | 6/9/2016 | \$9,900 | Commercial | RE-ROOFING MODIFIED BITUMEN 3200 SQ/FT TEAR OFF MODIFIELD ROOF. INSTALL 28# BASE SHEET, LAPPED DRY IN WITH 1 1/4 ROOFING NAILS AND TIN TABS. INSTALL 1/4 ROOFING NAILS AND TIN TABS. INSTALL 1/4 PER FOOT TAPER INSULATION, INSTALL 3 X 3 26G GALVALUME EAVE DRIP FIBERGLASS ROOFING AND MODIFIED BITUMEN ALL SET IN ASPHALT. N.O.C. REQUIRED. GH (UNIT #1) GH |
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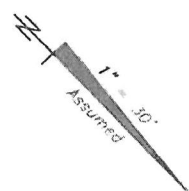
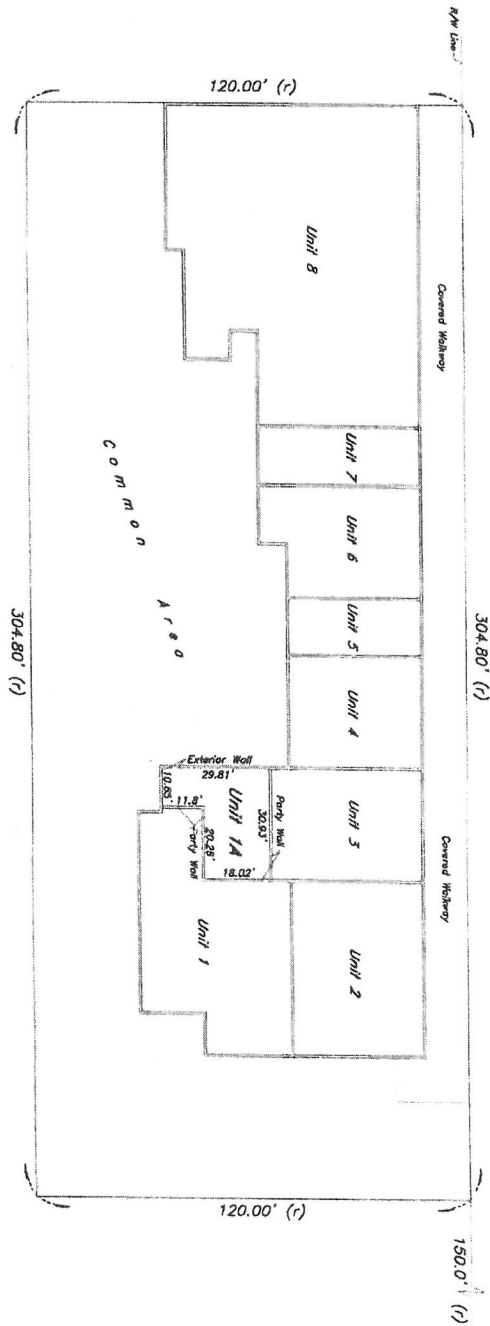
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Survey

Specific Purpose Survey to illustrate the location of Unit 1A
Poinciana Plaza Condominium

Duck Avenue

60' (R/W)



17th Street

LEGEND

- ⊕ Centerline
- (R) Record
- R/W Right of Way

SPECIFIC PURPOSE SURVEY TO ILLUSTRATE A LEGAL DESCRIPTION

Unit 1A, of Poinciana Plaza Condominiums according to the Declaration of Condominium of Poinciana Plaza recorded in OGB 1809 at Page 178, of the Public Records of Monroe County, Florida, and any amendments thereto, together with an undivided interest in the Common Elements appurtenant thereto.

SPECIFIC PURPOSE SURVEY FOR: Unit 1A Poinciana Plaza, LLC;

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 6J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM
Florida Reg. #6286
July 19, 2023

THIS SURVEY
IS NOT
ASSIGNABLE

J. LYNN O'FLYNN, Inc.
Professional Surveyors & Mappers
3430 Duck Ave., Key West, FL 33640
(305) 285-7423

- NOTES:
1. The legal description shown hereon was furnished by the client or their agent.
 2. Underground foundations and utilities were not located.
 3. All angles are 90° (Measured & Recorded) unless otherwise noted.
 4. Street address: 3430 Duck 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. All concrete and bricking is not shown.
 9. Adjacent are not furnished.
 10. The description contained herein and sketch do not represent a field boundary survey.

Warranty Deed

Prepared by and return to:
Gregory S. Oropeza, Esq.
Attorney at Law
Oropeza Stones Cardenas, PLLC
221 Simonton Street
Key West, FL 33040
305-294-0252
File Number: 22-431
Consideration: \$940,000.00

Parcel Identification No. 00053120-000101

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 17th day of June, 2022 between Icamco Holdings, LLC, a Florida limited liability company whose post office address is 10 Allamanda Terrace, Key West, FL 33040 of the County of Monroe, State of Florida, grantor*, and Two Seas Holdings, LLC, a Florida limited liability company whose post office address is 3438 Duck Ave, Key West, FL 33040 of the County of Monroe, State of Florida, grantee*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Monroe County, Florida, to-wit:

Unit No. 1 and 1B of Poinciana Plaza Condominiums, a Condominium, according to The Declaration of Condominium recorded in Official Records Book 1809, Page 178, and all exhibits and amendments thereof, Public Records of Monroe County, Florida.

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

DoubleTime®

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

Signed, sealed and delivered in our presence:

Icamco Holdings, LLC, Florida limited liability company

Witness Name: Gregory Oropeza

By: [Signature]
Dean Thompson, Manager

Witness Name: [Signature]

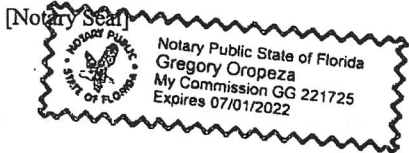
Witness Name: Gregory Oropeza

By: [Signature]
Peter E. Batty, Manager

Witness Name: [Signature]

State of Florida
County of Monroe

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of June, 2022 by Dean Thompson, Manager and Peter E. Batty, Manager of Icamco Holdings, LLC, Florida limited liability company, on behalf of the company, who are personally known to me or have produced a driver's license as identification.



[Signature]
Notary Public
Printed Name: _____
My Commission Expires: _____