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### **Staff Report for Item 9b**

**To:** Chairman Bryan Green and Historic Architectural Review  
Commission Members

**From:** Kelly Perkins, MHP  
HARC Assistant Planner

**Meeting Date:** August 25, 2015

**Applicant:** K2M Design Inc.

**Application Number:** H15-01-0841

**Address:** #732 Poorhouse Lane

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### **Description of Work:**

Demolition of front concrete porch and back additions. Demolition of shed structure.

### **Site Facts:**

The house located at #732 Poorhouse Lane is a contributing resource to the historic district. The one and a half story frame vernacular house was built before 1912 with a sawtooth attached on the back. Sometime after 1962, two additions were built on the rear of the house. The building has a concrete floor front porch with wood posts. The property is sited on a small lot, with a maximum side setback of about 3.5 feet.

### **Ordinance Cited in Review:**

Sec. 102-217 (2): Demolition of non-historic or non-contributing buildings, Sec. 102-218: Criteria for demolitions, and Sec. 102-125: Historic architectural review commission findings precedent to issuance in the Land Development Regulations.

### **Staff Analysis**

This Certificate of Appropriateness proposes the demolition of two non-historic additions attached the rear of 732 Poorhouse Lane and a shed structure. These additions and shed do not show up on any Sanborn map, and they do not have any character defining features. The plan also proposes to demolish the concrete floor of the front porch and its railings and posts. The current porch is not historic, as a 1965 photograph shows a wooden porch with

thicker posts. Staff believes these items under review do not meet any of the criteria listed in Sec.102-125, and therefore can be considered for demolition. As these structures are not historic, only one reading is required for demolition.

# APPLICATION

# COMBINATION APPLICATION: FLOODPLAIN, CONSTRUCTION AND HARC

\$50.00 APPLICATION FEE NON-REFUNDABLE



## City of Key West

3140 FLAGLER AVENUE  
KEY WEST, FLORIDA 33040

Phone: 305.809.3956

[www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

HARC PERMIT NUMBER		BUILDING PERMIT NUMBER		INITIAL & DATE
FLOODPLAIN PERMIT				REVISION #
FLOOD ZONE AE (EL6)	PANEL #	ELEV. L. FL.	SUBSTANTIAL IMPROVEMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO _____ %	

ADDRESS OF PROPOSED PROJECT:

732 Poorhouse Lane

# OF UNITS  
1

RE # OR ALTERNATE KEY:

NAME ON DEED:

Stephan Bayne

PHONE NUMBER

OWNER'S MAILING ADDRESS:

1540 Newport Creek Dr., Ann Arbor, MI 48103-2200

EMAIL

sbayne@umich.edu

CONTRACTOR COMPANY NAME:

N/A

PHONE NUMBER

N/A

CONTRACTOR'S CONTACT PERSON:

N/A

EMAIL

N/A

ARCHITECT / ENGINEER'S NAME:

K2M Design, Inc. / Anthony D. Sarno

PHONE NUMBER

305.292.7722

ARCHITECT / ENGINEER'S ADDRESS:

1001 Whitehead Street, Suite 101

EMAIL

asarno@k2mdesign.com

Key West, FL 33040

HARC: PROJECT LOCATED IN HISTORIC DISTRICT OR IS CONTRIBUTING:  YES  NO (SEE PART C FOR HARC APPLICATION.)

CONTRACT PRICE FOR PROJECT OR ESTIMATED TOTAL FOR MAT'L., LABOR & PROFIT:

FLORIDA STATUTE 837.06: WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING AND WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE PUNISHABLE PER SECTION 775.082 OR 775.083.

PROJECT TYPE:  ONE OR TWO FAMILY  MULTI-FAMILY  COMMERCIAL  NEW  REMODEL  
 CHANGE OF USE / OCCUPANCY  ADDITION  SIGNAGE  WITHIN FLOOD ZONE 'AE (EL6)'  
 DEMOLITION  SITE WORK  INTERIOR  EXTERIOR  AFTER-THE-FACT

DETAILED PROJECT DESCRIPTION INCLUDING QUANTITIES, SQUARE FOOTAGE ETC.,

Reconfiguration of the exterior space, renovation of the

existing structure from a story and a half story building to a reconfigured story and a half at the street with a two story renovation at the rear of the property. Improvements to the site will include landscaping, decking, and an integrated pool with fencing. Alterations made will create a more unified and functional indoor and outdoor space that aligns with the adjacent neighborhood aesthetic along Poorhouse Lane.

I'VE OBTAINED ALL NECESSARY APPROVALS FROM ASSOCIATIONS, GOV'T AGENCIES AND OTHER PARTIES AS APPLICABLE TO COMPLETE THE DESCRIBED PROJECT:

OWNER PRINT NAME:

QUALIFIER PRINT NAME:

Anthony D. Sarno

OWNER SIGNATURE:

QUALIFIER SIGNATURE:

Notary Signature as to owner:

Notary Signature as to qualifier:

STATE OF FLORIDA; COUNTY OF MONROE, SWORN TO AND SCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

STATE OF FLORIDA; COUNTY OF MONROE, SWORN TO AND SCRIBED BEFORE ME THIS 15 DAY OF JUNE, 2015.

Refer to enclosed Authorization and Verification forms



Personally known or produced \_\_\_\_\_ as identification

Personally known or produced \_\_\_\_\_ as identification.

**PART B: SUPPLEMENTARY PROJECT DETAILS TO AVOID DELAYS / CALL-BACKS**

PROPERTY STRUCTURES AFFECTED BY PROJECT:  MAIN STRUCTURE  ACCESSORY STRUCTURE  SITE

ACCESSORY STRUCTURES:  GARAGE / CARPORT  DECK  FENCE  OUTBUILDING / SHED

FENCE STRUCTURES:  4 FT.  6 FT. SOLID  6 FT. / TOP 2 FT. 50% OPEN

POOLS:  INGROUND  ABOVE GROUND  SPA / HOT TUB  PRIVATE  PUBLIC

PUBLIC POOLS REQUIRE BD. OF HEALTH LICENSE APPLICATION AT TIME OF CITY APPLICATION.  
 PUBLIC POOLS REQUIRE BD. OF HEALTH LICENSE PRIOR TO RECEIVING THE CITY CERTIFICATE OF OCCUPANCY.

ROOFING:  NEW  ROOF-OVER  TEAR-OFF  REPAIR  AWNING  
 5 V METAL  ASPLT. SHGLS.  METAL SHGLS.  BLT. UP  TPO  OTHER

FLORIDA ACCESSIBILITY CODE:  20% OF PROJECT FUNDS INVESTED IN ACCESSIBILITY FEATURES.

SIGNAGE:  # OF SINGLE FACE  # OF DOUBLE FACE  REPLACE SKIN ONLY  BOULEVARD ZONE  
 POLE  WALL  PROJECTING  AWNING  HANGING  WINDOW

SQ. FT. OF EACH SIGN FACE: \_\_\_\_\_

SUBCONTRACTORS / SPECIALTY CONTRACTORS SUPPLEMENTARY INFORMATION:

MECHANICAL:  DUCTWORK  COMMERCIAL EXH. HOOD  INTAKE / EXH. FANS  LPG TANKS  
 A / C:  COMPLETE SYSTEM  AIR HANDLER  CONDENSER  MINI-SPLIT

ELECTRICAL:  LIGHTING  RECEPTACLES  HOOK-UP EQUIPMENT  LOW VOLTAGE  
 SERVICE:  OVERHEAD  UNDERGROUND  1 PHASE  3 PHASE \_\_\_\_\_ AMPS

PLUMBING:  ONE SEWER LATERAL PER BLDG.  INGROUND GREASE INTCPTRS.  LPG TANKS

RESTROOMS:  MEN'S  WOMEN'S  UNISEX  ACCESSIBLE

**PART C: HARC APPLICATION FOR A CERTIFICATE OF APPROPRIATENESS**

APPLICATION FEES: PAINTING SINGLE FAMILY: \$10 STAFF APPROVAL: \$50 COMMISSION REVIEW \$100  
 PLEASE ATTACH APPROPRIATE VARIANCES / RESOLUTIONS FROM HARC, PLANNING BOARD OR TREE COMMISSION.  
**ATTENTION:** NO BUILDING PERMITS WILL BE ISSUED PRIOR TO HARC APPROVAL.

PLEASE SEND ELECTRONIC SUBMISSIONS TO: [harc@cityofkeywest-fl.gov](mailto:harc@cityofkeywest-fl.gov)  
 INDICATE TYPE OF CERTIFICATE. OF APPROPRIATENESS:  GENERAL  DEMOLITION  SIGN  PAINTING  OTHER  
 ADDITIONAL INFORMATION: [Refer to drawings enclosed for demolition and proposed](#)

PROJECT SPECIFICATIONS: PLEASE PROVIDE PHOTOS OF EXISTING CONDITIONS, PLANS, PRODUCT SAMPLES, TECHNICAL DATA		
ARCHITECTURAL FEATURES TO BE ALTERED:	ORIGINAL MATERIAL:	PROPOSED MATERIAL:

**DEMOLITION:** PLEASE FILL OUT THE HARC APPENDIX FOR PROPOSED DEMOLITION.  
 DEMOLITION OF HISTORIC STRUCTURES IS NOT ENCOURAGED BY THE HISTORIC ARCHITECTURAL REVIEW COMMISSION.

SIGNAGE: (SEE PART B)  BUSINESS SIGN  BRAND SIGN  OTHER: \_\_\_\_\_

BUSINESS LICENSE # \_\_\_\_\_ IF FAÇADE MOUNTED, SQ. FT. OF FAÇADE \_\_\_\_\_



**CITY OF KEY WEST**  
**CERTIFICATE OF APPROPRIATENESS**  
**APENDIX FOR DEMOLITIONS**  
APPLICATION NUMBER H-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_\_



This document applies only to those properties located within the City of Key West Historic Zoning Districts, properties outside the historic zoning districts which are listed as contributing in the Historic Architectural Survey and or properties listed in the National Register of Historic Places.

Applications must meet or exceed the requirements outlined by the Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitation and the Key West’s Historic Architectural Guidelines. Once submitted, the application shall be reviewed by staff for completeness and scheduled for presentation to the Historic Architectural Review Commission for the next available meeting, unless the demolition request is for a *bona fide* Code Compliance case, in which case staff may review and approve the demolition request. **The applicant must be present at this meeting. Any person that makes changes to an approved Certificate of Appropriateness must submit a new application with such modifications.**

The filing of this application does not ensure approval as submitted. Applications that do not possess the required submittals or documentation will be considered incomplete and will not be reviewed for approval.

**CRITERIA FOR DEMOLITIONS**

Before any Certificate of Appropriateness may be issued for a demolition request, the Historic Architectural Review Commission must find that the following requirements are met (please review and comment on each criterion that applies);

- (1) If the subject of the application is a contributing or historic building or structure, then it should not be demolished unless its condition is irrevocably compromised by extreme deterioration or it does not meet any of the following criteria:
  - (a) The existing condition of the building or structure is irrevocably compromised by extreme deterioration. The historic portion of the building ends at the sawtooth. The intent of the repairs on this portion of the structure is to bring the existing foundation and building envelope up to current codes. All elements of the original cottage that are removed will be replaced to match existing. The existing sawtooth will be replaced to align with the proposed second level structure. We propose that the rear of the existing building be removed to create a cohesive structure. Refer to demolition drawings in the proposed design package.

**OR THAT THE BUILDING OR STRUCTURE;**

- (a) Embodies no distinctive characteristics of a type, period, or method of construction of aesthetic or historic significance in the city and is not a significant and distinguishable building entity whose components may lack individual distinction.  
We are proposing to remove the existing shed and the rear portion of the building which does not represent distinctive characteristics of a type, time, period or method of construction. We propose the shed be removed and not rebuilt. The rear portion of the structure we propose to demolish to create a cohesive structure in alignment with the historic cottage, reducing the coverage of the site.
- (b) Is not specifically associated with events that have made a significant contribution to local, state, or national history.  
N/A

- (c) Has no significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, state or nation, and is not associated with the life of a person significant in the past.

N/A

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- (d) Is not the site of a historic event with a significant effect upon society.

N/A

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- (e) Does not exemplify the cultural, political, economic, social, or historic heritage of the city.

N/A

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- (f) Does not portray the environment in an era of history characterized by a distinctive architectural style.

N/A

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- (g) If a part of or related to a square, park, or other distinctive area, nevertheless should not be developed or preserved according to a plan based on the area's historic, cultural, natural, or architectural motif.

N/A

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- (h) Does not have a unique location or singular physical characteristic which represents an established and familiar visual feature of its neighborhood or of the city, and does not exemplify the best remaining architectural type in a neighborhood.

N/A

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- (i) Has not yielded, and is not likely to yield, information important in history.

N/A

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**CITY OF KEY WEST**  
**CERTIFICATE OF APPROPRIATENESS**  
**APPENDIX FOR DEMOLITIONS**  
APPLICATION NUMBER H-\_\_\_\_-\_\_\_\_-\_\_\_\_-\_\_\_\_\_



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(2) For a contributing historic or noncontributing building or structure, a complete construction plan for the site is approved by the Historic Architectural Review Commission.

(a) A complete construction plan for the site is included in this application

  X   Yes    Number of pages and date on plans    (9) drawings dated June 1, 2015  
       No    Reason \_\_\_\_\_

The following criteria will also be reviewed by the Historic Architectural Review Commission for proposed demolitions. The Commission shall not issue a Certificate of Appropriateness that would result in the following conditions (please review and comment on each criterion that applies);

(1) Removing buildings or structures that are important in defining the overall historic character of a district or neighborhood so that the character is diminished.

The proposed demo is for the rear non-historical elements of the home.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Removing historic buildings or structures and thus destroying the historic relationship between buildings or structures and open space; and

This does not apply as the demo proposed is for the rear non-historical areas.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AND**

(3) Removing an historic building or structure in a complex; or removing a building facade; or removing a significant later addition that is important in defining the historic character of a site or the surrounding district or neighborhood.

The addition proposed to be removed do not define the historic character of the neighborhood.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) Removing buildings or structures that would otherwise qualify as contributing.

The proposed demolition is for the rear of the home, not part of the original contributing structure  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Nothing in this application is intended to alter the authority of the Building Official to condemn for demolition dangerous buildings, as provided in Section 102-218 of the Land Development Regulations and Chapter 14 of the Code of Ordinances.**

*I hereby certify I am the owner of record and that the work shall conform to all applicable laws of this jurisdiction. By receiving a Certificate of Appropriateness, I realize that this project will require a Building Permit, approval **PRIOR to proceeding with the work outlined above** and that there will be a final inspection required under this application. I also understand that any **changes to an approved Certificate of Appropriateness must be submitted for review.***

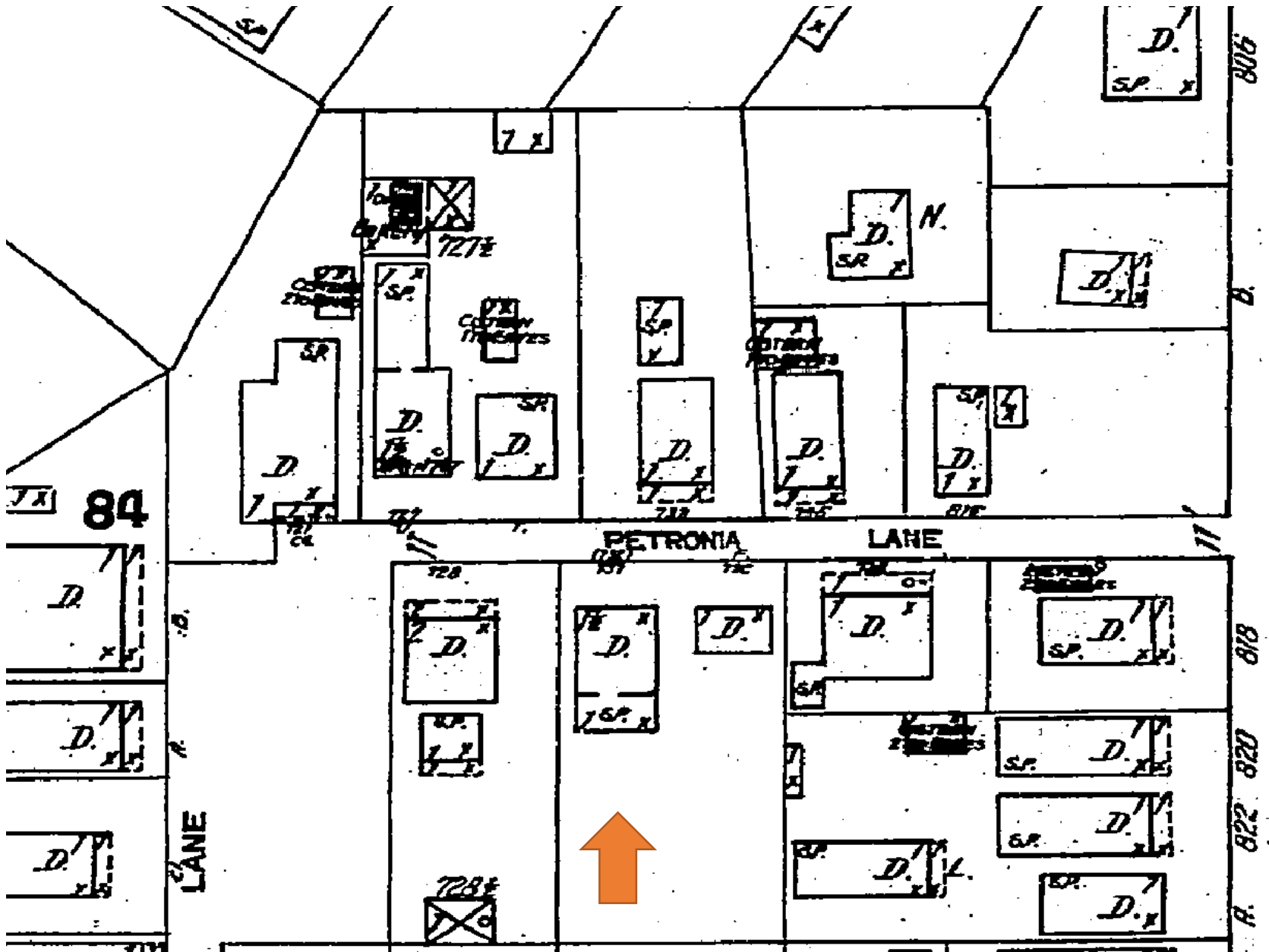
PROPERTY OWNER'S SIGNATURE:	DATE AND PRINT NAME:
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**OFFICE USE ONLY**

<b>BUILDING DESCRIPTION:</b>	
<input type="checkbox"/> Contributing    Year built _____    Style _____    Listed in the NRHP _____    Year _____	
<input type="checkbox"/> Not listed    Year built _____    Comments _____	

<input type="checkbox"/> Reviewed by Staff on _____ <input type="checkbox"/> Notice of hearing posted _____ First reading meeting date _____ Second Reading meeting date _____ <b>TWO YEAR EXPIRATION DATE</b> _____	Staff Comments
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# SANBORN MAPS



1912 Sanborn Map



1926 Sanborn Map



1948 Sanborn Map



1962 Sanborn Map



Google Earth Aerial



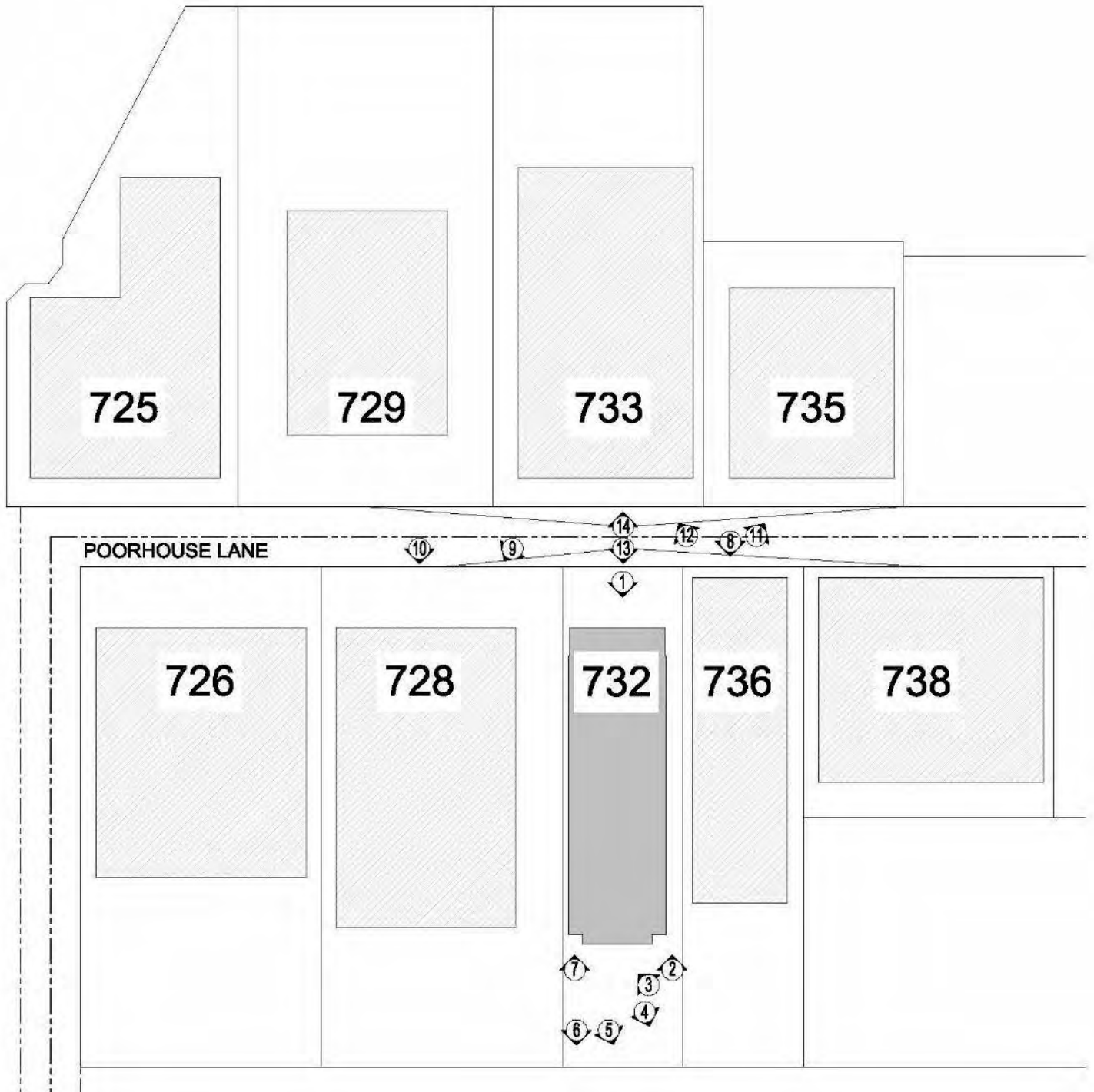
# PROJECT PHOTOS



Property Appraiser's Photograph, c. 1965. Monroe County Public Library.

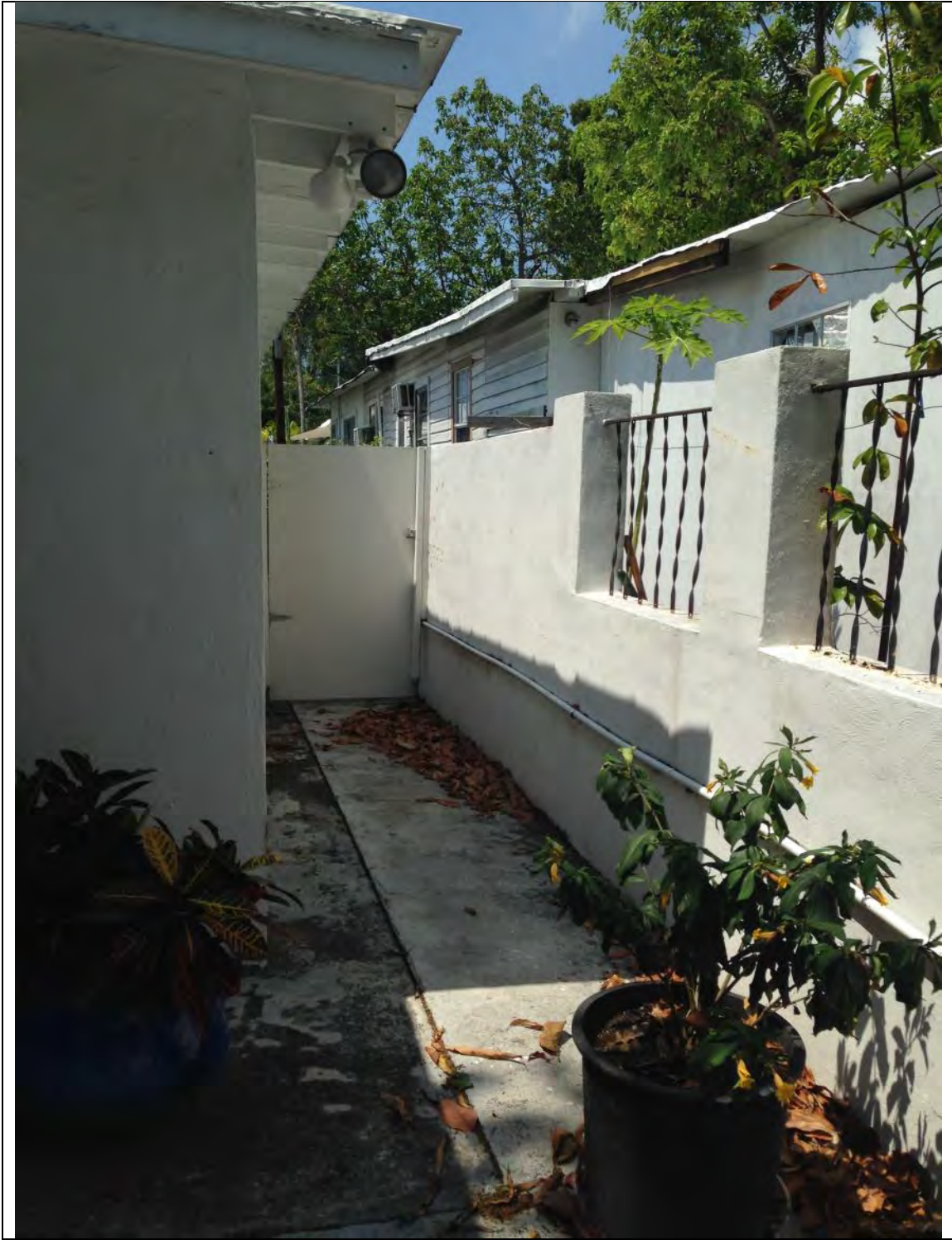
Current Conditions  
732 Poorhouse Lane

Site Map Key





1. 732 Poorhouse Lane. View from the street.



2. 732 Poorhouse Lane.



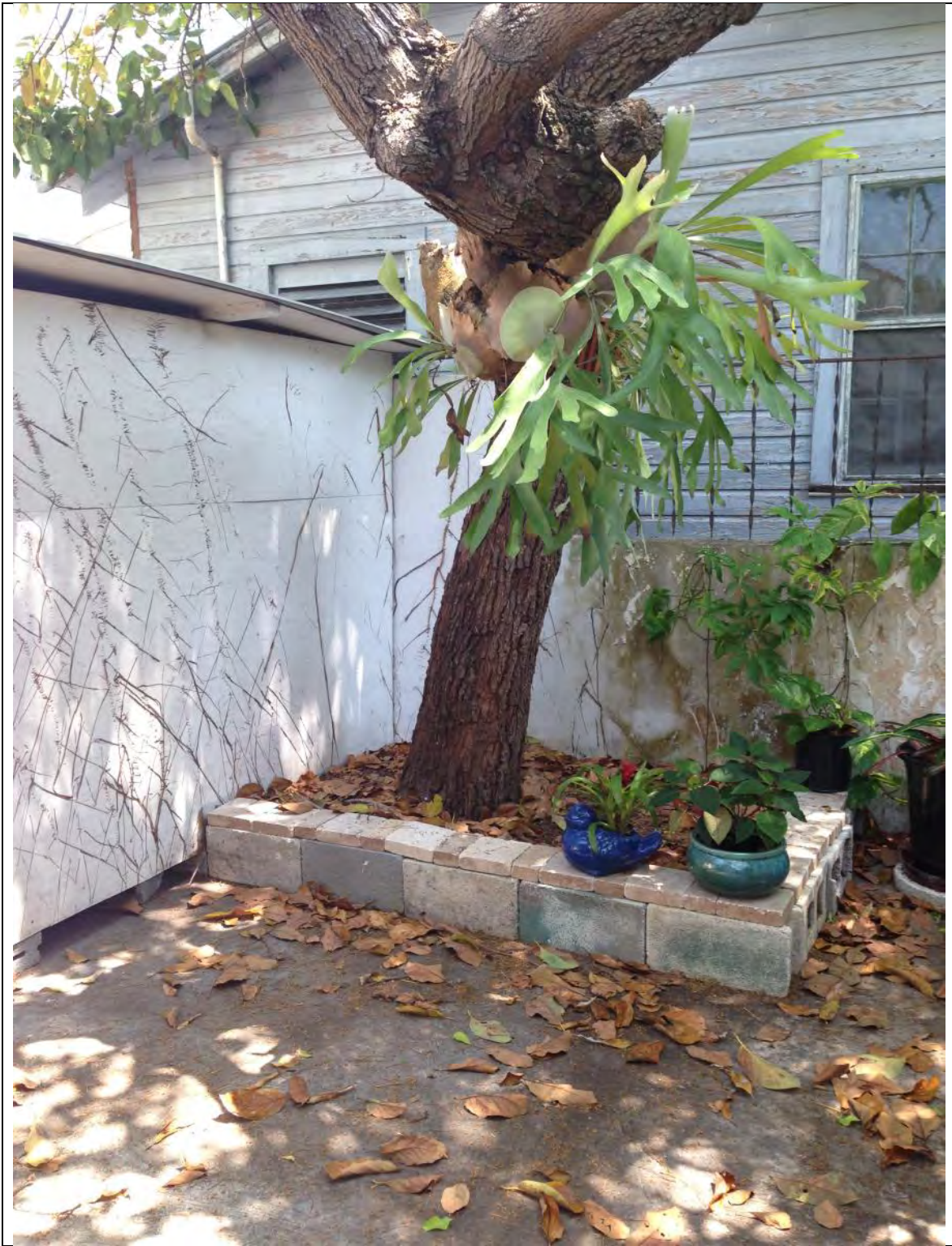
3. 732 Poorhouse Lane

Current Conditions



4. 732 Poorhouse Lane

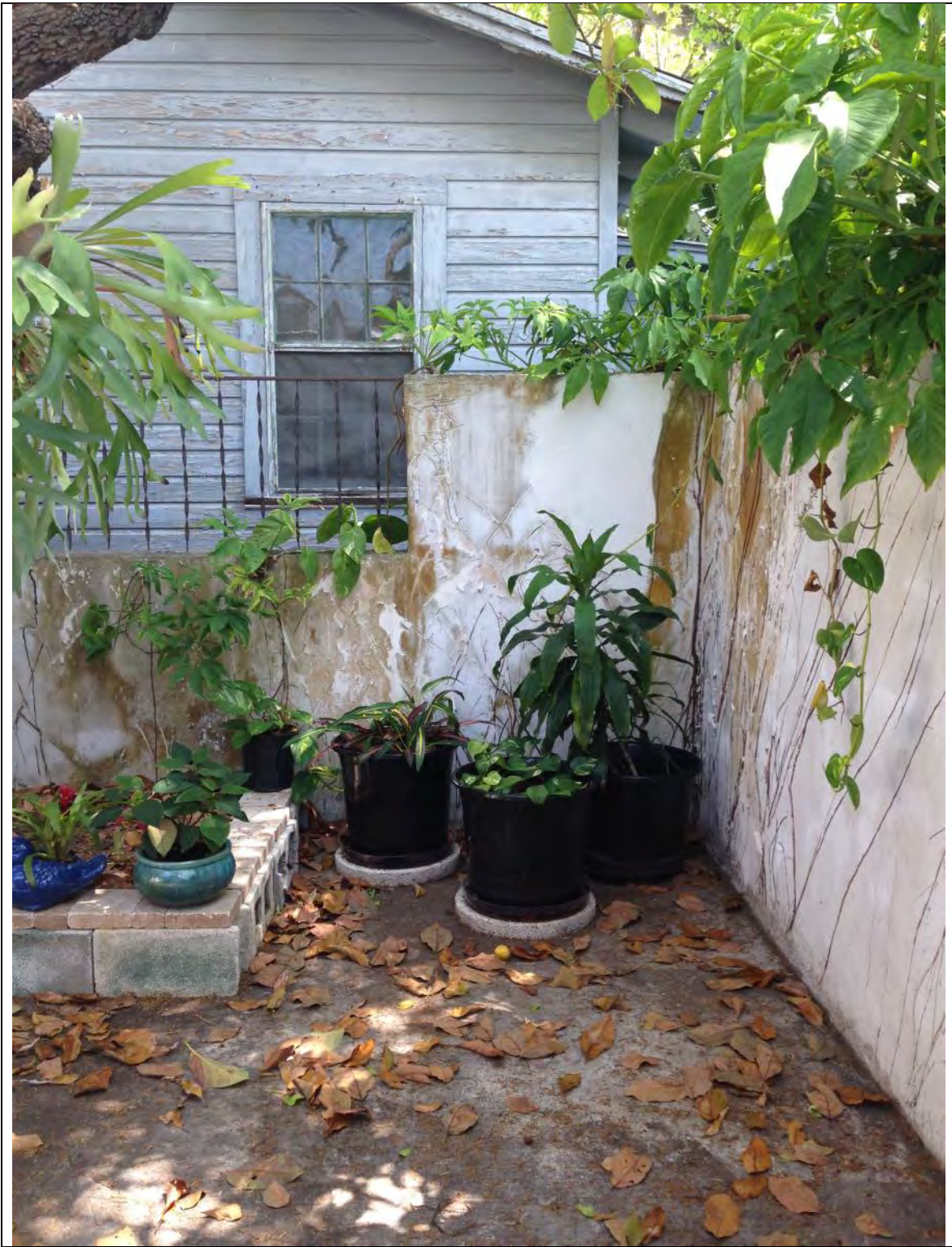
Current Conditions



5. 732 Poorhouse Lane- Existing Tree to Remain

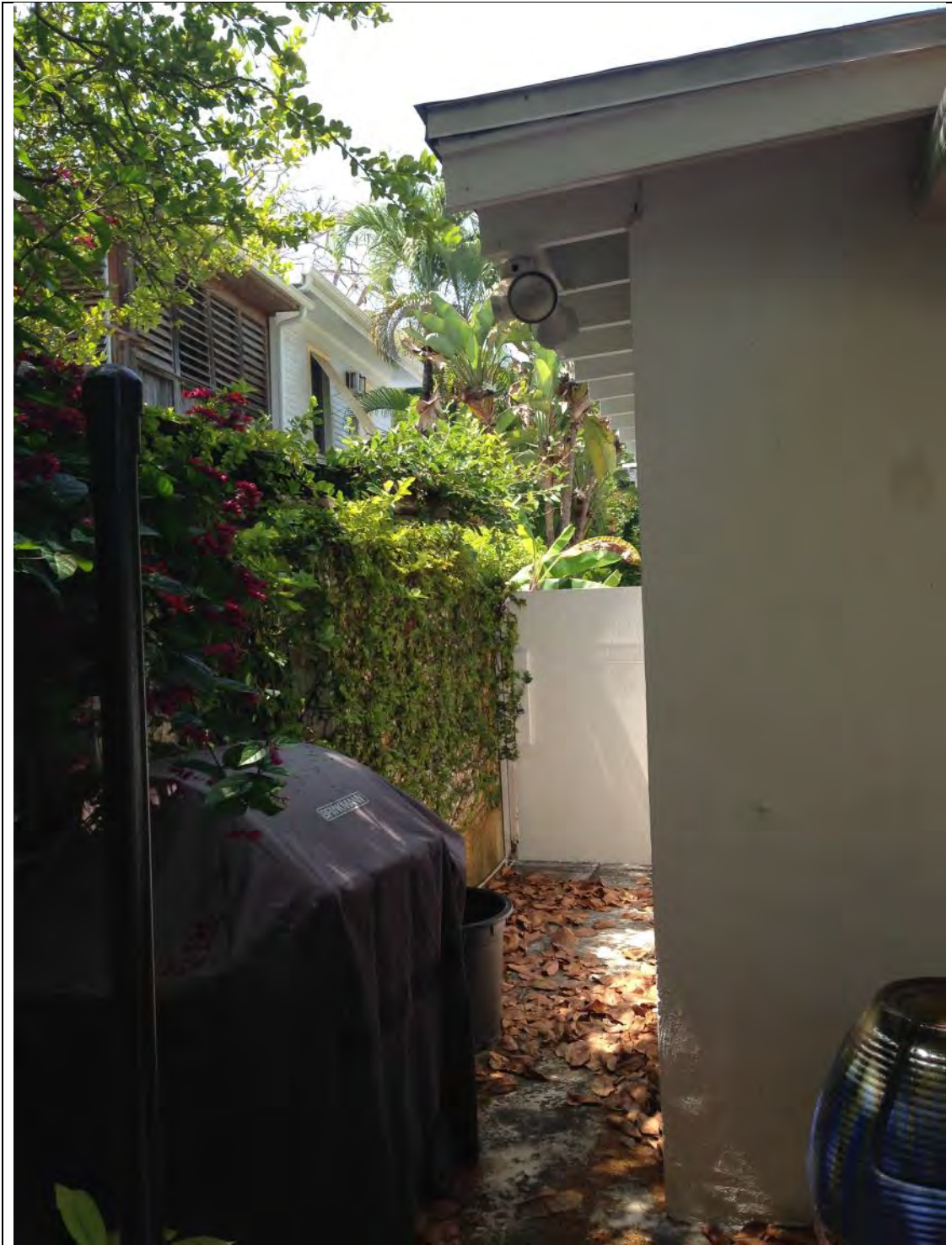
Current Conditions





6. 732 Poorhouse Lane

Current Conditions  
732 Poorhouse Lane



7. 732 Poorhouse Lane

Neighborhood Conditions



8. 736 Poorhouse Lane

Neighborhood Conditions  
Poorhouse Lane



9. 728 Poorhouse Lane

Neighborhood Conditions



10. 728 Poorhouse Lane

Neighborhood Conditions



11. 735 Poorhouse Lane

Neighborhood Conditions



12. 733 Poorhouse Lane



13. Poorhouse Lane Panorama- Street View Looking at 732 Poorhouse Lane.





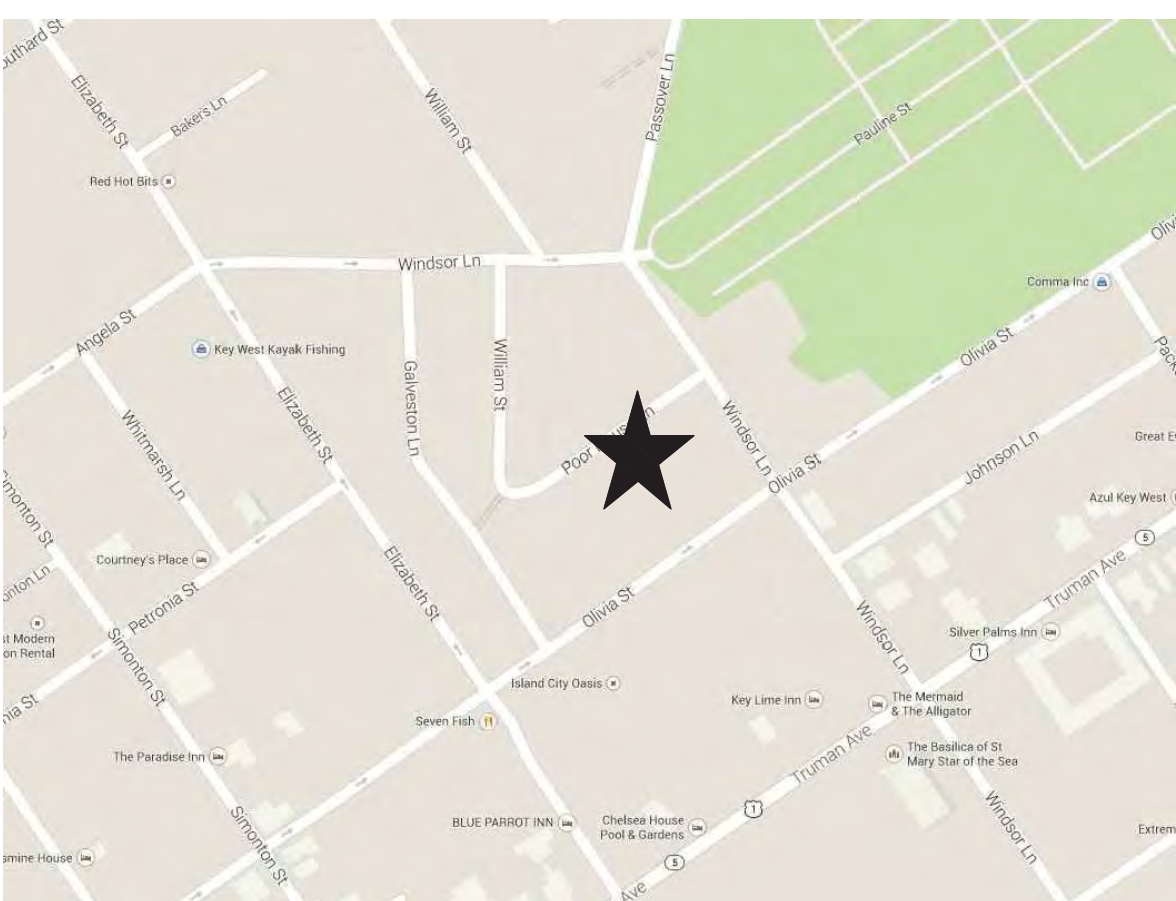
14. Poorhouse Lane Panorama- Street view looking opposite of 732 Poorhouse Lane.

# PROPOSED DESIGN

# BAYNE GRAYDEN RESIDENCE

732 POORHOUSE LANE, KEY WEST, FLORIDA 33040

## HARC APPLICATION AUGUST 01, 2015

<p><b>DESIGN TEAM</b></p> <p><u>ARCHITECT:</u> k2m Design, Inc. Anthony D. Sarno, RA 1001 Whitehead Street, Suite 101 Key West, Florida 33040 305.292.7722</p>	<p><b>DRAWING INDEX</b></p> <p><u>GENERAL</u></p> <p>A0.1.1 COVER SHEET WITH DRAWING INDEX, CODE INFORMATION, LOCATION MAP, &amp; SCOPE OF WORK</p> <p><u>ARCHITECTURAL</u></p> <p>AE1.0.1 SITE SURVEY COPY AE1.1.1 EXISTING SITE PLAN AE3.1.1 EXISTING EXTERIOR ELEVATIONS AD2.1.1 DEMOLITION FIRST FLOOR PLAN AD3.1.1 DEMOLITION EXTERIOR ELEVATIONS A1.1.1 SITE PLAN A2.1.1 FLOOR PLANS A3.1.1 EXTERIOR ELEVATIONS A3.1.2 POORHOUSE LANE STREET ELEVATION A3.1.3 STREET PERSPECTIVE 1 A3.1.4 STREET PERSPECTIVE 2 A3.1.5 BUILDING PERSPECTIVE</p>	
<p><b>LOCATION MAP</b></p>  <p><b>PROJECT LOCATION</b> ★</p>	<p><b>CODE INFORMATION</b></p> <p><u>APPLICABLE CODES</u> 2014 FLORIDA RESIDENTIAL CODE</p>	<p><b>SCOPE OF WORK</b></p> <p>PROJECT SCOPE OF WORK CONSISTS OF RECONFIGURATION OF THE EXTERIOR SPACE, RENOVATION OF THE EXISTING STRUCTURE FROM A ONE AND A HALF STORY BUILDING TO A RECONFIGURED STORY AND A HALF AT THE STREET WITH A TWO STORY RENOVATION AT THE REAR. IMPROVEMENTS TO THE SITE WILL INCLUDE LANDSCAPING, DECKING, AND AN INTEGRATED POOL WITH FENCING. ALTERATIONS MADE WILL CREATE A MORE UNIFIED AND FUNCTIONAL INDOOR AND OUTDOOR SPACE THAT ALIGNS WITH THE ADJACENT NEIGHBORHOOD AESTHETIC ALONG POORHOUSE LANE AND MAINTAIN THE EXISTING 3D ENVELOPE OF THE BUILDING WITHIN THE SETBACKS.</p>

**BAYNE GRAYDEN RESIDENCE**  
732 POORHOUSE LANE  
**HARC APPLICATION**

**K2M DESIGN**

1001 Whitehead St., Suite 101, Key West, Florida 33040  
Tel: 305-292-7722 | Fax: 305-292-2162  
Email: info@k2mdesign.com  
URL: www.k2mdesign.com  
PROF. REG. AR95308

**SUBMISSIONS**

August 01, 2015 - HARC Application

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Project No. 13 098	Phase: HARC APPLICATION
<b>COVER SHEET</b>	
<b>A0.1.1</b>	

©2015 by k2m Design, Inc.

DATE: AUGUST 01, 2015

PLOTTED: 7/31/2015 3:57 PM

Y:\Jobs\2015\K2M-13098\732 Poorhouse Lane - Bayne Grayden Residence - Key West, FL\Drawings\Arch\A01.dwg, 7/31/2015 3:57 PM, scale: 1"=0', 1"=0', author: k2m

# Boundary Survey Map of part of Tract 5, Island of Key West, Florida

## LEGEND

- ⊙ Found 1/2" Iron Pipe (FHH)
- Set #5 rebar w/cap (6298)
- Found 1/2" Iron Rod (No ID)
- ▲ Found Nail & Disc (PTS)
- △ Set Nail & Disc (6298)
- (M) Measured
- (R) Record
- (M/R) Measured & Record
- C.B.S. Concrete Block Structure
- Conc. Concrete
- Bld. Building
- R/W Right of Way
- CLF Chain Link Fence
- ⊕ Centerline
- ⊗ Wood Utility Pole
- ⊠ Concrete Utility Pole
- P- Overhead Power Lines

### 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 & Record) unless otherwise noted.
4. Street address: 732 Poorhouse Lane, 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. Adjoiners are not furnished.
9. Date of field work: June 26, 2013
10. Ownership of fences is undeterminable, unless otherwise noted.

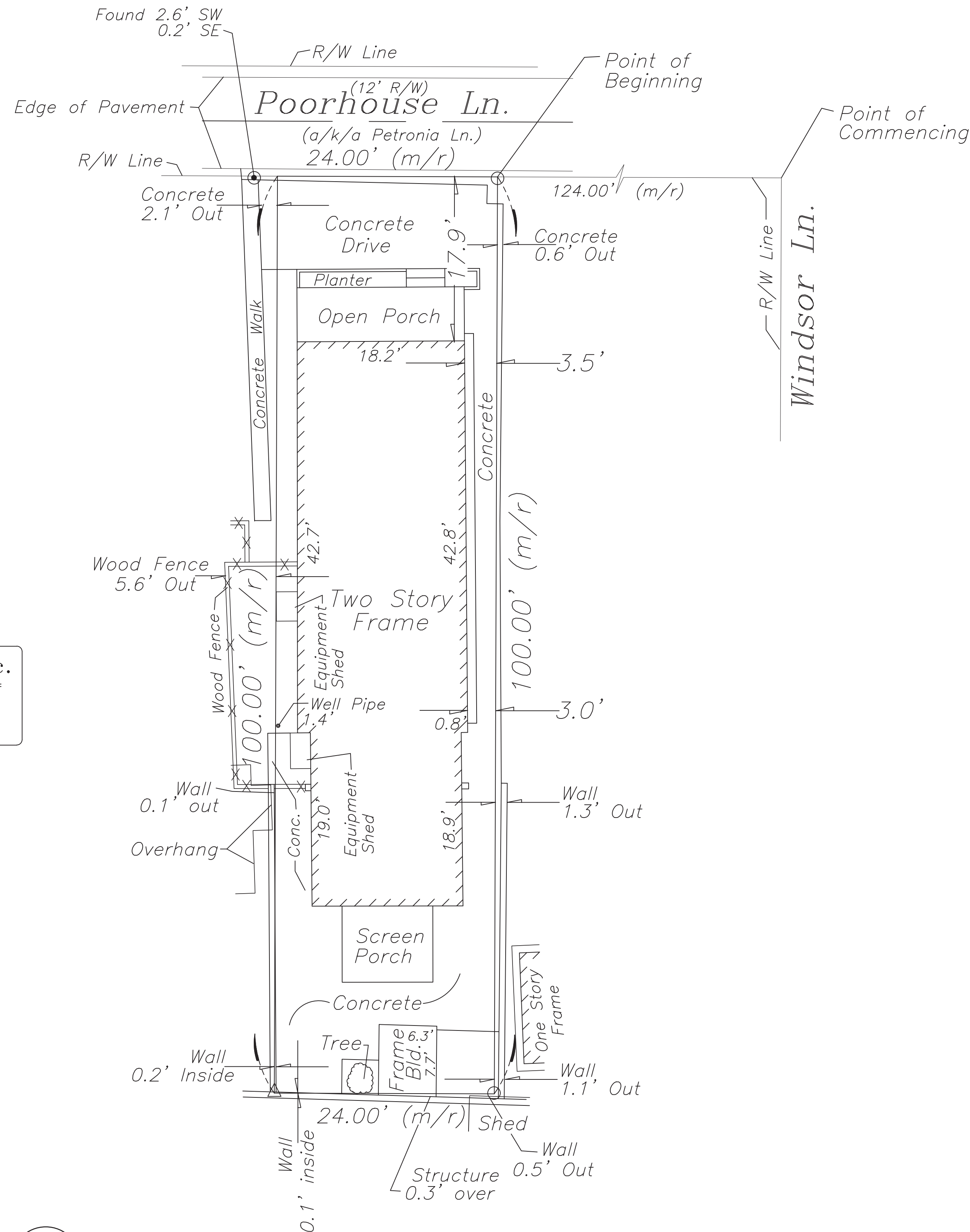
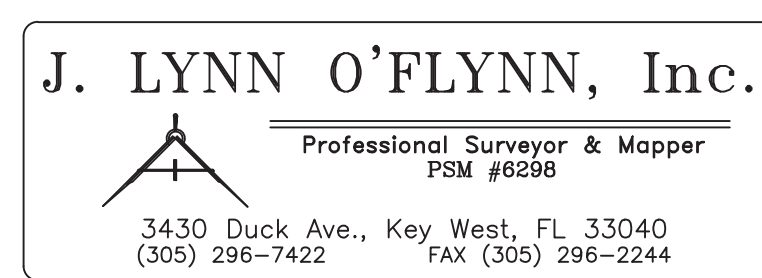
**BOUNDARY SURVEY OF:** All that certain parcel of land situate in teh County of Monroe, State of Florida, being known and designated as follows:  
On the Island of Key West and known on William A. Whitehead's map delineated in February 1829, as part of Tract 5, but more particularly described as follows:  
**COMMENCING** at a point on an alleyway on the Southwest side of Windsor Lane, distant from the corner of said alleyway and Windsor Lane, 124 feet; thence running thence in a Southwesterly direction 24 feet; thence at right angles in a Southeasterly direction 100 feet; thence at right angles in a Northeasterly direction 24 feet; thence at right angles in a Northwesterly direction 100 feet to the Point of Beginning.

**BOUNDARY SURVEY FOR:** Sharon K. Grayden and Stephen Bayne;  
Bank of America, N.A.;  
Service Link;  
Chicago Title Insurance Company;

J. LYNN O'FLYNN, INC.

J. Lynn O'Flynn, PSM  
Florida Reg. #6298  
June 27, 2013

THIS SURVEY  
IS NOT  
ASSIGNABLE

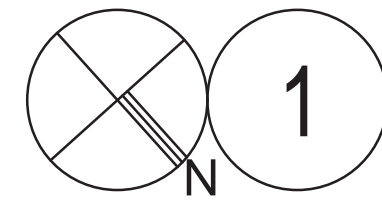
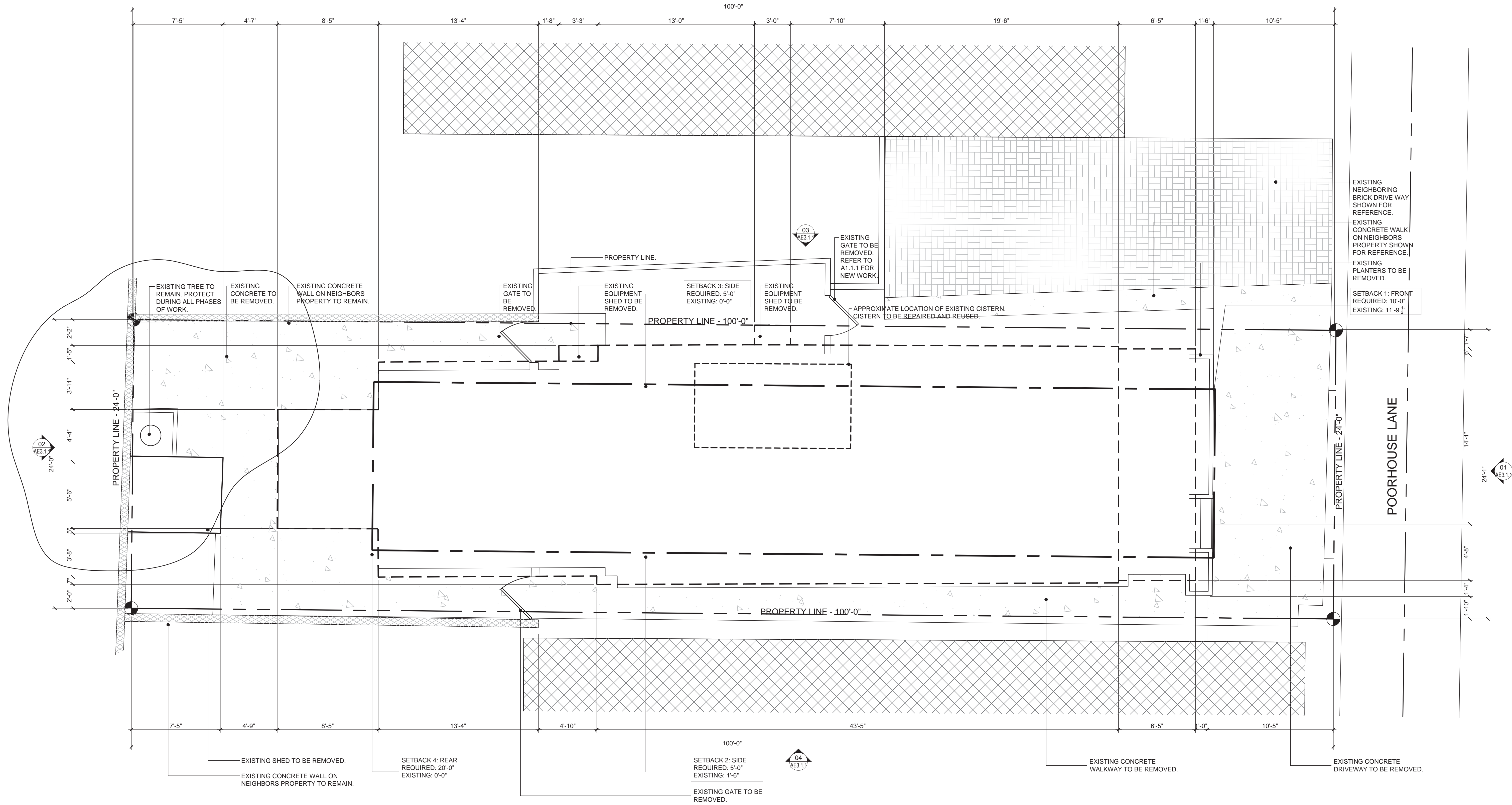


**NOTE:**  
SURVEY COPY INCLUDED AS AN EXCERPT OF THE ORIGINAL DATED JUNE 27, 2013. SCALED AND ORIENTED TO ALIGN WITH THE PROJECT DRAWINGS.

1 SURVEY COPY  
SCALE: N.T.S.

Y:\work\2013\Map-120809a - 732 Poorhouse Lane - Bayne Grayden Residence - Key West, FL\Drawings\Arch\VED1.dwg, 7/31/2013 3:58 PM, scale: 1"=20', author: jaygar

Y:\data\2015\WC-1006\WC-1006.dwg - 732 Poorhouse Lane - Byron Crisples Redlines - Key West, FL\Drawings\Arch\AE1.1.dwg, 7/27/2015, 3:59 PM, scale: 1/4" = 1'-0", shhhhar lupar



**EXISTING SITE PLAN**

SCALE: 1/4"=1'-0"



**HARC APPLICATION**

732 POORHOUSE LANE, KEY WEST, FL 33040

**AE1.1.1 K2M DESIGN**

DATE: AUGUST 1, 2015



**4** EXISTING WEST ELEVATION  
SCALE: 1/4"=1'-0"



**3** EXISTING EAST ELEVATION  
SCALE: 1/4"=1'-0"



**2** EXISTING NORTH ELEVATION  
SCALE: 1/4"=1'-0"

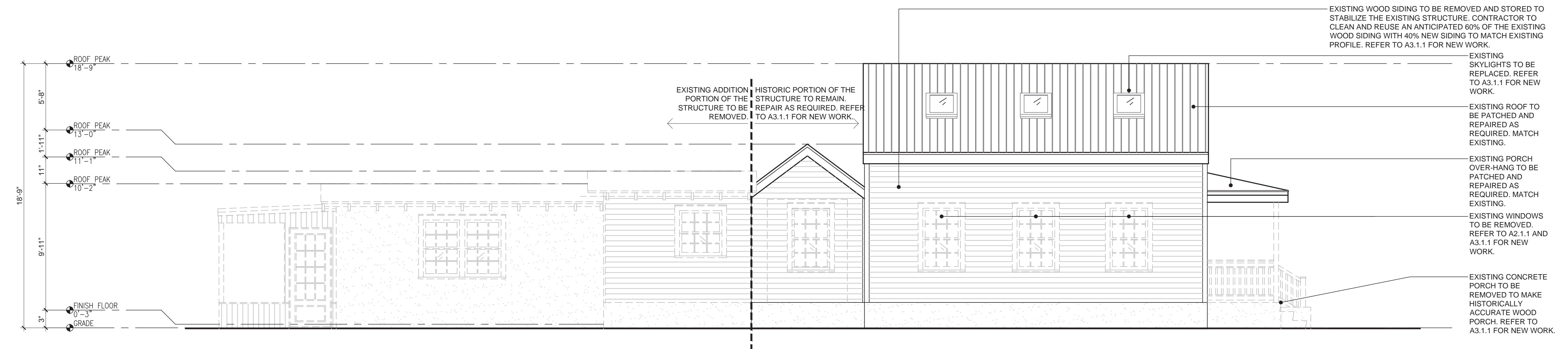


**1** EXISTING SOUTH ELEVATION  
SCALE: 1/4"=1'-0"

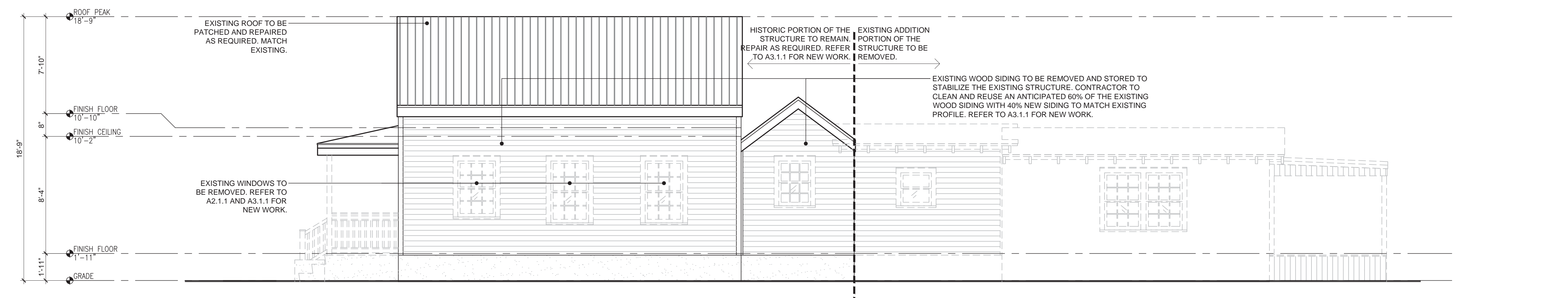


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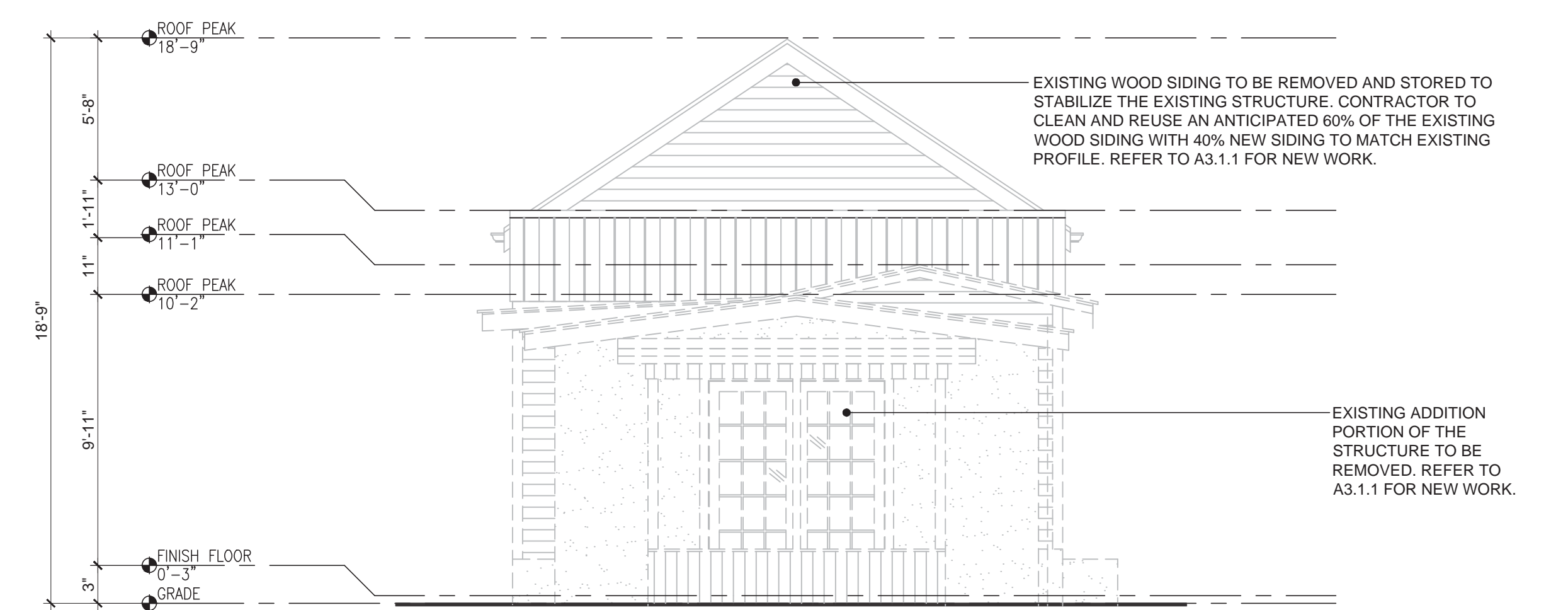




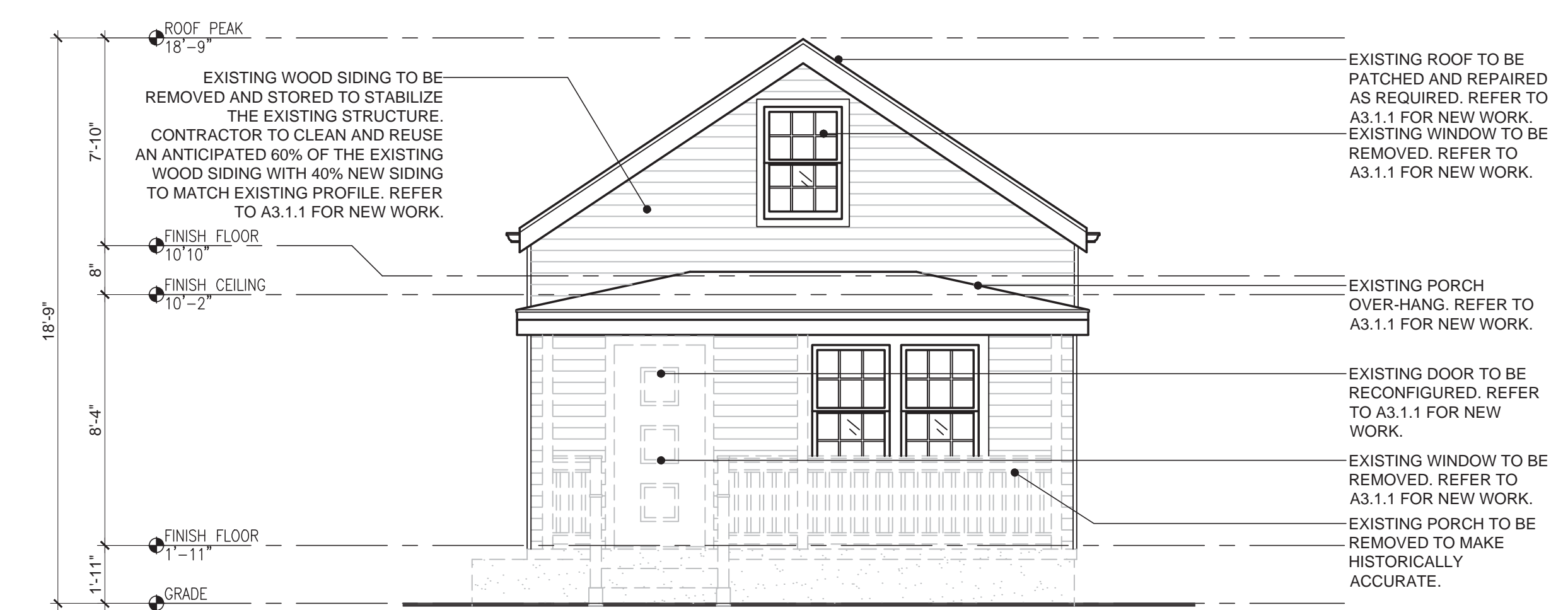
**4** DEMOLITION WEST ELEVATION  
SCALE: 1/4"=1'-0"



**3** DEMOLITION EAST ELEVATION  
SCALE: 1/4"=1'-0"



**2** DEMOLITION NORTH ELEVATION  
SCALE: 1/4"=1'-0"



**1** DEMOLITION SOUTH ELEVATION  
SCALE: 1/4"=1'-0"

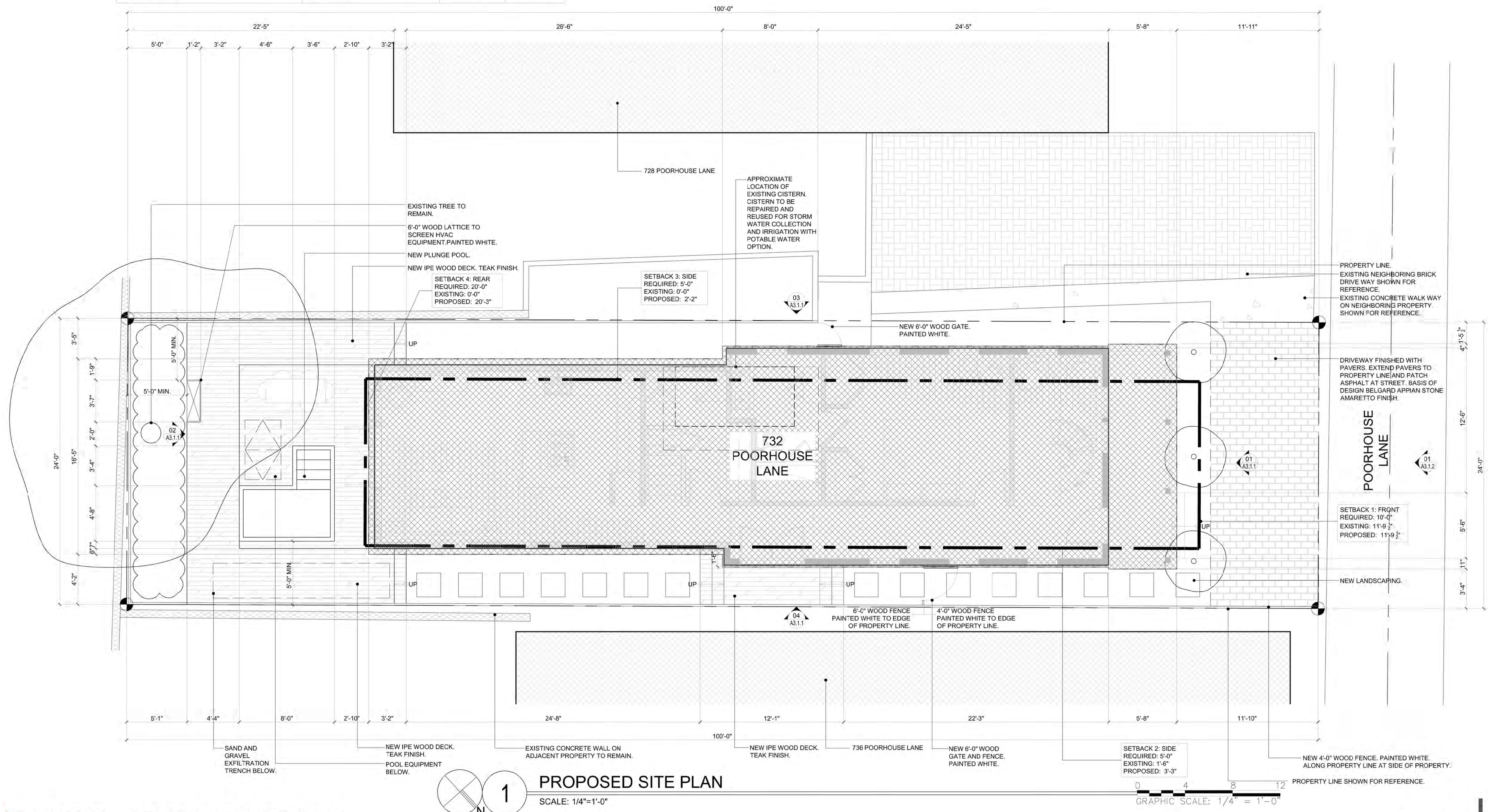


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PROJECT STATISTICS:			
	CODE REQUIREMENT	EXISTING	PROPOSED
ZONING	HHDR		
FLOOD ZONE	ZONE AE (EL 6)		
SIZE OF SITE	4,000 SF	2,400 SF	
HEIGHT	30'-0"	18'-9"	20'-3"
SETBACK 1: FRONT	10'-0"	11'-9 1/2"	11'-9 1/2"
SETBACK 2: SIDE SETBACK			
HOUSE	5'-0"	1'-6"	3'-3"
POOL		N/A	5'-4"
SETBACK 3: SIDE SETBACK	5'-0"	0'-0"	2'-2"
SETBACK 4: REAR SETBACK	20'-0"	0'-0"	20'-3"
FLOOR AREA RATIO	1.0	.50 (1211.5 SF)	.63 (1,504 SF)
FIRST FLOOR		.39 (934 SF)	.40 (957 SF)
SECOND FLOOR		.11 (277.5 SF)	.23 (547 SF)
BUILDING COVERAGE	50% (1,169 SF)	60% (1,448.5 SF)	50% (1,200 SF)
IMPERVIOUS SURFACE	60% (1,392.3 SF)	94% (2,267 SF)	57% (1,360 SF)

SITE PLAN LEGEND	
	BUILDING COVERAGE
	WOOD DECK
	BRICK PAVERS
	CONCRETE

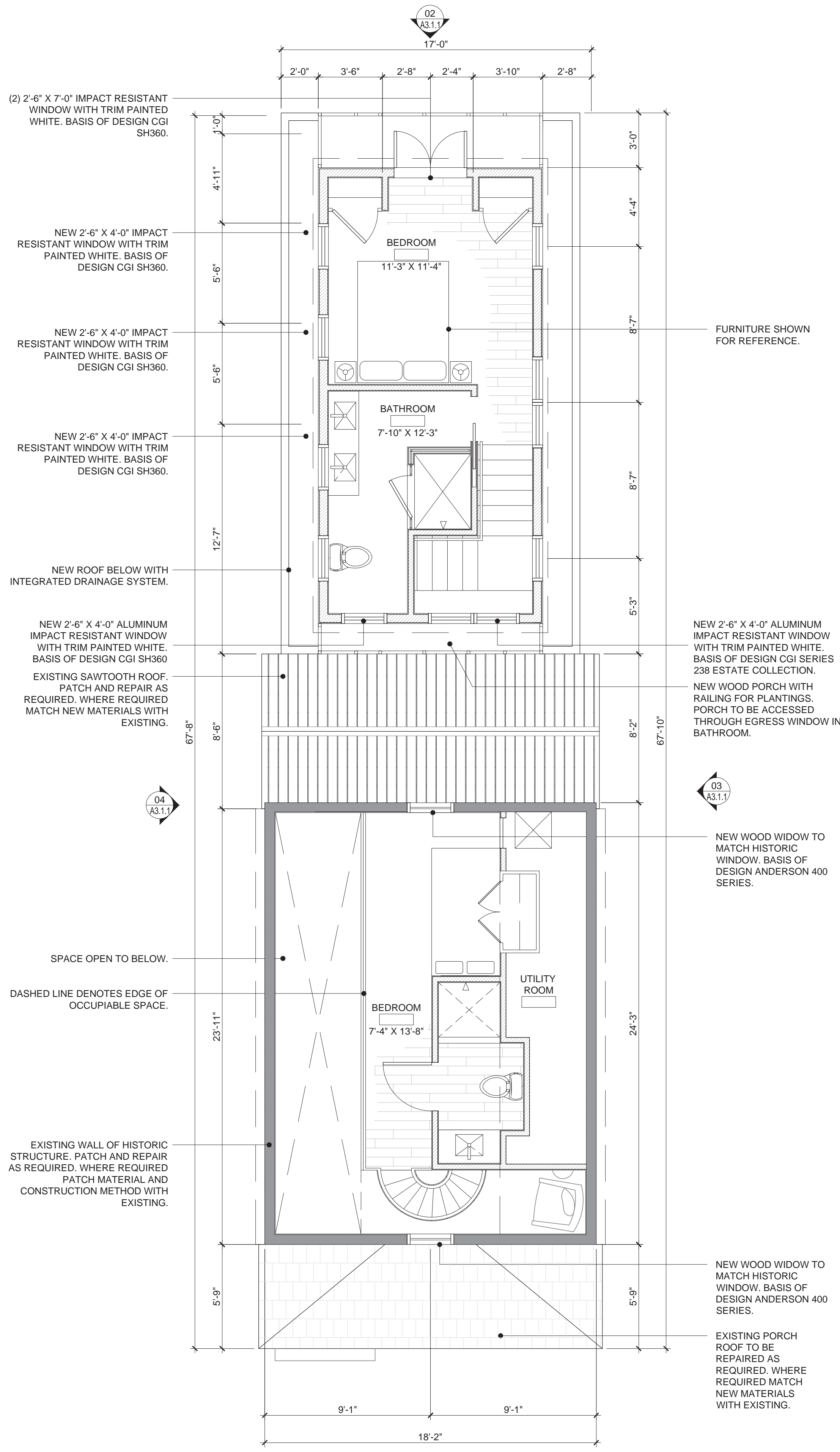


**1 PROPOSED SITE PLAN**  
SCALE: 1/4"=1'-0"

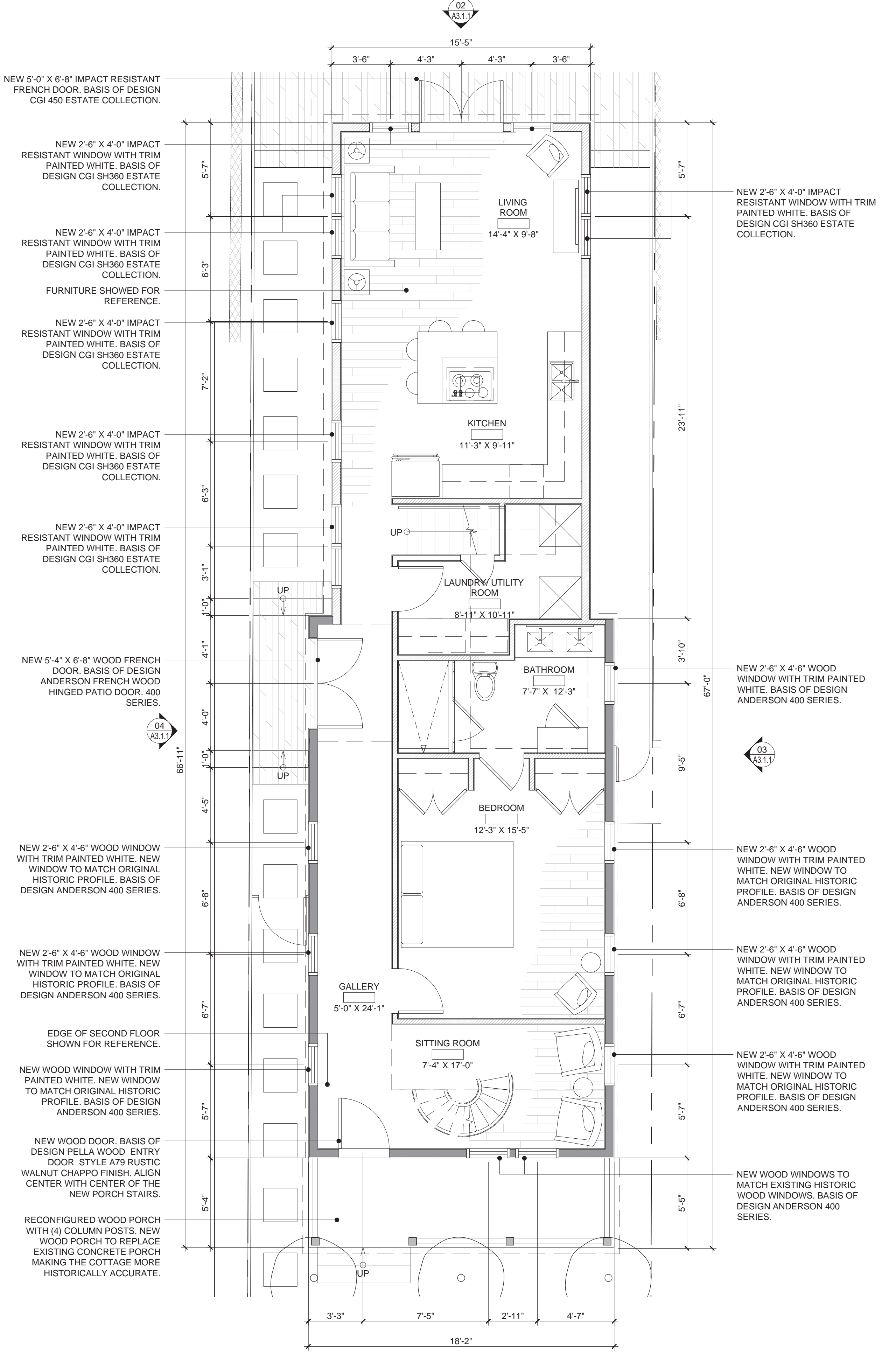


Y:\data\2015\161-13356\04 - 732 Poorhouse Lane - Ryan Ogden Residence - Key West, FL\Drawings\A1.1.1.dwg, 8/19/2015, 10:53 AM, scale: 1/4"=1'-0", version: original

EXISTING WALL TO REMAIN.
   
 NEW WOOD FRAMED WALL.



**2** PROPOSED SECOND FLOOR PLAN
   
 SCALE: 1/4"=1'-0"
   
 GRAPHIC SCALE: 1/4" = 1'-0"

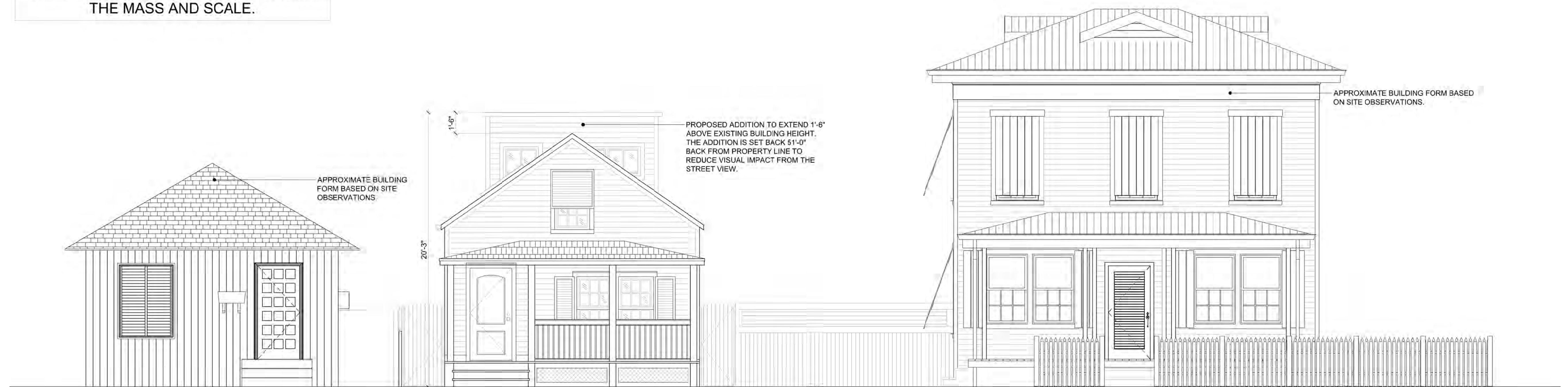


**1** PROPOSED FIRST FLOOR PLAN
   
 SCALE: 1/4"=1'-0"
   
 GRAPHIC SCALE: 1/4" = 1'-0"

Y:\Admin\2015\10089\732 Poorhouse Lane - Key West, FL\Drawings\Arch\A2.1.1.dwg, 8/2/2015 1:16 PM, notes: 1'-0" = 1'-0", 1'-0" = 1'-0", 1'-0" = 1'-0"



HEIGHTS OF ADJACENT HOMES ARE BASED ON SITE OBSERVATIONS, SCALING OF PHOTOGRAPHS, MONROE COUNTY PROPERTY APPRAISER'S INFORMATION, AND OUR PROFESSIONAL EXPERIENCE TO DEPICT AS ACCURATELY AS POSSIBLE THE MASS AND SCALE.



1 POORHOUSE LANE STREET ELEVATION  
SCALE: 1/4"=1'-0"

0 4 8 12  
GRAPHIC SCALE: 1/4" = 1'-0"

# NOTICING

# Public Meeting Notice

The Historic Architectural Review Commission will hold a public hearing at 5:30 p.m., August 25, 2015 at Old City Hall, 510 Greene Street, Key West, Florida. The purpose of the hearing will be to consider a request for:

**NEW REAR ADDITION AND RENOVATIONS TO EXISTING HOUSE. NEW POOL, DECK, AND FENCES. DEMOLITION OF FRONT CONCRETE PORCH AND BACK ADDITIONS. DEMOLITION OF SHED STRUCTURE.**

**FOR- #732 POORHOUSE LANE**

**Applicant – K2M Design Inc.**

**Application #H15-01-0841**

**If you wish to see the application or have any questions, you may visit the Planning Department during regular office hours at 3140 Flagler Avenue, call 305-809-3975 or visit our website at [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov).**

**THIS NOTICE CAN NOT BE REMOVED FROM THE SITE UNTIL HARC FINAL DETERMINATION**

**ADA ASSISTANCE:** It is the policy of the City of Key West to comply with all requirements of the Americans with Disabilities Act (ADA). Please call the TTY number at 800-955-8771 or 800-955-8770 (Voice) or the ADA Coordinator at 305-809-3731 at least five business days in advance for sign language interpreters, assistive listening devices, or materials in accessible format.

# HARC POSTING AFFIDAVIT

**STATE OF FLORIDA:**  
**COUNTY OF MONROE:**

**BEFORE ME**, the undersigned authority, personally appeared **Shikhar Kapur**, who, first being duly sworn, on oath, depose and says that the following statements are true and correct to the best of his/her knowledge and belief:

1. That a legal notice for Public Notice of Hearing of the Historic Architectural Review Commission (HARC) was placed on the following address:  
**732 Poorhouse Lane** on the **18th** day of **August, 2015**.

This legal notice(s) contained an area of at least 8.5"x11".

The property was posted to notice a public hearing before the Key West Historic Architectural Review Commission to be held on **August 28, 2015**.

The legal notice(s) is/are clearly visible from the public street adjacent to the property.

The Certificate of Appropriateness number for this legal notice is **H15-01-0841**.

2. A photograph of that legal notice posted in the property is attached hereto.

**Signed Name of Affiant:**

Shikhar Kapur  
**Date:** 08/18/2015  
**Address:** 1001 Whitehead Street  
**City:** Key West  
**State, Zip:** Florida, 33040

The forgoing instrument was acknowledged before me on this 18<sup>th</sup> day of August, 2015.

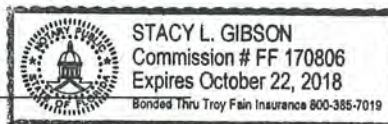
By (Print name of Affiant) **Shikhar Kapur** who is personally known to me or has produced \_\_\_\_\_ as identification and who did take an oath.

**NOTARY PUBLIC**

Sign Name:

Print Name:

Stacy L. Gibson  
STACY L. GIBSON



Notary Public - State of Florida (seal)

My Commission Expires: October 22, 2018

# Public Meeting Notice

The Historic Architectural Review Commission will hold a public hearing at 5:30 p.m., August 25, 2015 at Old City Hall, 510 Greene Street, Key West, Florida. The purpose of the hearing will be to consider a request for:

**NEW REAR ADDITION AND RENOVATIONS TO EXISTING HOUSE.  
NEW POOL, DECK, AND FENCES. DEMOLITION OF FRONT  
CONCRETE PORCH AND BACK ADDITIONS. DEMOLITION OF  
SHED STRUCTURE.**

**FOR- #732 POORHOUSE LANE**

Applicant - K2M Design Inc.

Application #H15-01-0841

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Public Meeting Notice

732

# PROPERTY APPRAISER INFORMATION



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

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

**Property Record Card -**

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

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

**Alternate Key: 1020176 Parcel ID: 00019490-000000**

**Ownership Details**

**Mailing Address:**  
BAYNE STEPHEN  
1540 NEWPORT CREEK DR  
ANN ARBOR, MI 48103-2200

**All Owners:**  
BAYNE STEPHEN, GRAYDEN SHARON H/W

**Property Details**

**PC Code:** 01 - SINGLE FAMILY  
**Millage Group:** 10KW  
**Affordable Housing:** No  
**Section-Township-Range:** 06-68-25  
**Property Location:** 732 POORHOUSE LN KEY WEST  
**Legal Description:** KW PT OF TR 5 G21-53 OR335-275/76 OR353-54/55 OR1166-564D/C OR1802-521/23P/R OR2068-1070/84 OR2170-1583 OR2610-2458/59C/T OR2626-1937C/T OR2639-75/77

Click Map Image to open interactive viewer



### Land Details

Land Use Code	Frontage	Depth	Land Area
01LN - SFR LANE	24	100	2,400.00 SF

### Building Summary

Number of Buildings: 1  
 Number of Commercial Buildings: 0

Total Living Area: 1080  
Year Built: 1948

### Building 1 Details

Building Type R1  
Effective Age 23  
Year Built 1948  
Functional Obs 0

Condition A  
Perimeter 158  
Special Arch 0  
Economic Obs 0

Quality Grade 500  
Depreciation % 30  
Grnd Floor Area 1,080

Inclusions: R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type GABLE/HIP  
Heat 1 NONE  
Heat Src 1 NONE

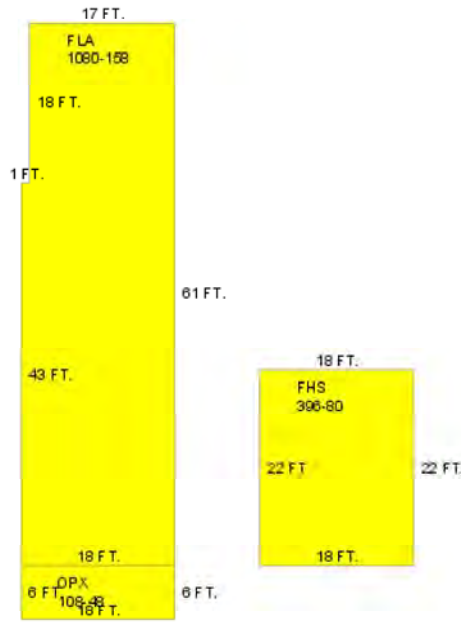
Roof Cover METAL  
Heat 2 NONE  
Heat Src 2 NONE

Foundation WD CONC PADS  
Bedrooms 2

Extra Features:

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

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



Sections:

Nbr	Type	Ext Wall	# Stories	Year Built	Attic A/C	Basement %	Finished Basement %	Area
1	FLA	12:ABOVE AVERAGE WOOD	1	1948	N N	0.00	0.00	1,080
2	OPX		1	1948		0.00	0.00	108
3	FHS	12:ABOVE AVERAGE WOOD	1	1948	N N	0.00	0.00	396

## Misc Improvement Details

Nbr	Type	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	PT3:PATIO	444 SF	0	0	1959	1960	1	50
2	FN2:FENCES	72 SF	12	6	1994	1995	5	30
3	AC2:WALL AIR COND	1 UT	0	0	1959	1960	1	20

## Appraiser Notes

PER CITY OF KEY WEST RESOLUTION NO 98-179 THE LANE'S NAME HAS BEEN CHANGED FROM PETRONIA LANE TO POORHOUSE LANE

2002 CUT OUT DONE

## Building Permits

Bldg Number	Date Issued	Date Completed	Amount	Description	Notes
1 9801382	04/30/1998	12/31/1998	150	Residential	RUN LINE FOR WINDOW AC
2 06-1207	03/13/2006	07/27/2006	25,000	Residential	HURRICANE DAMAGE - REPLACE WALLS, CEILING, FLOORING, & PAINT.

## Parcel Value History

Certified Roll Values.

[View Taxes for this Parcel.](#)

Roll Year	Total Bldg Value	Total Misc Improvement Value	Total Land Value	Total Just (Market) Value	Total Assessed Value	School Exempt Value	School Taxable Value
2014	109,319	1,514	335,794	446,627	446,627	0	446,627
2013	112,443	1,514	381,484	495,441	495,441	0	495,441
2012	114,004	1,536	346,309	461,849	459,495	0	461,849
2011	114,004	1,564	302,155	417,723	417,723	0	417,723
2010	144,754	1,586	250,950	397,290	397,290	0	397,290
2009	162,857	1,608	381,444	545,909	545,909	0	545,909
2008	149,774	1,636	422,800	574,210	574,210	0	574,210
2007	212,093	1,658	322,536	536,287	536,287	0	536,287
2006	339,461	1,385	229,520	570,366	570,366	0	570,366
2005	339,461	1,395	181,200	522,056	522,056	0	522,056
2004	193,022	1,402	169,120	363,544	103,050	25,000	78,050
2003	185,873	1,410	84,560	271,843	101,129	25,000	76,129
2002	199,349	1,420	56,776	257,545	98,759	25,000	73,759
2001	158,940	1,428	56,776	217,144	97,204	25,500	71,704
2000	152,105	1,856	41,072	195,033	94,373	25,500	68,873
1999	124,262	1,526	41,072	166,860	91,892	25,500	66,392
1998	101,718	952	41,072	143,742	90,445	25,500	64,945
1997	78,341	743	36,240	115,324	88,934	25,500	63,434

1996	50,715	481	36,240	87,436	86,344	25,500	60,844
1995	50,715	481	36,240	87,436	84,239	25,500	58,739
1994	45,355	430	36,240	82,025	82,025	25,500	56,525
1993	37,993	0	36,240	74,233	74,233	25,500	48,733
1992	37,993	0	36,240	74,233	74,233	25,500	48,733
1991	37,993	0	36,240	74,233	74,233	25,500	48,733
1990	29,969	0	28,388	58,358	58,358	25,500	32,858
1989	24,768	0	27,784	52,552	52,552	25,500	27,052
1988	21,722	0	24,160	45,882	45,882	25,500	20,382
1987	21,517	0	13,590	35,107	35,107	25,500	9,607
1986	21,629	0	13,046	34,675	34,675	25,500	9,175
1985	21,140	0	7,800	28,940	28,940	25,500	3,440
1984	19,692	0	7,800	27,492	27,492	25,500	1,992
1983	19,692	0	7,800	27,492	27,492	25,500	1,992
1982	20,108	0	6,744	26,852	26,852	25,500	1,352

## Parcel Sales History

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

Sale Date	Official Records Book/Page	Price	Instrument	Qualification
6/13/2013	2639 / 75	489,900	WD	12
5/1/2013	2626 / 1937	100	CT	12
1/30/2013	2610 / 2458	100	CT	12

This page has been visited 3,016 times.

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



City of Key West  
Planning Department



Authorization Form  
(Individual Owner)

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

I, Stephen C. Bayne and Sharon K. Grayden authorize  
*Please Print Name(s) of Owner(s) (as appears on the deed)*

Anthony D. Sarno of K2M Design, Inc.  
*Please Print Name of Representative*

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

Stephen C. Bayne  
*Signature of Owner*

Sharon K. Grayden  
*Signature of Joint/Co-owner if applicable*

Subscribed and sworn to (or affirmed) before me on this 18 April 2014 by  
*date*

Susan Paveur Koehler  
*Name of Authorized Representative*

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

Susan Paveur Koehler  
*Notary's Signature and Seal*

**SUSAN PAVEUR KOEHLER**  
**Notary Public, State of Michigan**  
*Name of Acknowledging Party printed or stamped*  
**COUNTY OF WASHTENAW**  
**My Commission Expires 08-01-2019**  
**Acting in the County of Washtenaw**  
*Commission Number, if any*



City of Key West  
Planning Department



Verification Form

(Where Authorized Representative is an individual)

I, Anthony D. Sarno, 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:

732 Poorhouse Lane, Key West, Florida 33040

*Street address of subject property*

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

AS

*Signature of Authorized Representative*

Subscribed and sworn to (or affirmed) before me on this 6/1/15 by

*date*

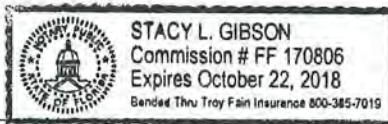
Anthony D. Sarno

*Name of Authorized Representative*

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

Stacy L. Gibson

*Notary's Signature and Seal*



STACY L. GIBSON

*Name of Acknowledger typed, printed or stamped*

October 22, 2018

*Commission Number, if any*

Prepared by and return to:  
Chicago Title Servicelink Div.  
4000 Industrial Blvd  
Aliquippa, Pa 15001

07/11/2013 2:40PM  
DEED DOC STAMP CL: Krys \$3,429.30

File Number:  
Will Call Number:

Doc# 1941249  
Bk# 2639 Pg# 75

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### Special Warranty Deed

**This Special Warranty Deed** made this June 13 2013 between **US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR ADJUSTABLE RATE MORTGAGE TRUST 2006-2, ADJUSTABLE RATE MORTGAGE-BACKED PASS THROUGH CERTIFICATES, SERIES 2006-2**, whose address is **8480 Stagecoach Circle Frederick MD 21701** grantor, and **Stephen Bayne and Sharon Grayden, Husband and Wife as joint tenants with the right of survivorship**, whose address is **732 Poorhouse Ln, Key West, FL 33040**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum **Four Hundred Eighty Nine Thousand Nine Hundred Dollars and Zero Cents (\$489,900.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's successors, heirs and assigns forever, the following described land, situate, lying and being in **Monroe County, Florida**, to-wit:

**All that certain parcel of land situate in the County of Monroe, State of Florida, being known and designated as follows:**

**On the Island of Key West and known on William A. Whitehead's map delineated in February 1829, as part of Tract 5, but more particularly described as follows: Commencing at a point on an alleyway on the Southwest side of Windsor Lane, distant from the corner of said alleyway and Windsor Lane, 124 feet; and running thence in a Southwesterly direction 24 feet; thence at right angles in a Southeasterly direction 100 feet; thence at right angles in a Northeasterly direction 24 feet; thence at right angles in a Northwesterly direction 100 feet to the point of beginning.**

**SUBJECT TO:**

1. Taxes and assessments for the current calendar year and all subsequent years;
2. Zoning ordinances, restrictions, prohibitions and other requirements imposed by governmental authority;
3. Conditions, restrictions, reservations, limitations and easements of record, if any, but this reference shall not operate to reimpose same;

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining TO HAVE AND TO HOLD, the same in fee simple forever.


And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby specially warrants that title to the land is free from all encumbrances made by Grantor, and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, GRANTOR has signed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

**\*\*POA RECORDED – 09/03/2010 Doc #1804455 Book 2481 Page 2462\*\***

**US BANK NATIONAL ASSOCIATION, AS  
TRUSTEE FOR ADJUSTABLE RATE  
MORTGAGE TRUST 2006-2, ADJUSTABLE  
RATE MORTGAGE-BACKED PASS  
THROUGH CERTIFICATES, SERIES 2006-2,  
by Wells Fargo Bank, N.A. as attorney in fact**

By:  \_\_\_\_\_

Name: TAMARA A STONE

Its: Vice President Loan Documentation

Witness: [Signature]

Name: Shakira Fodorin

Witness: [Signature]

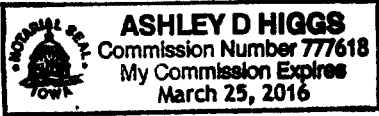
Name: Joyne Hatcher

State of Iowa

County Dallas

On this 13 day of June, A.D., 2013, before me, a Notary Public in and for said county, personally appeared Tamara A Stone, to me personally known, who being by me duly sworn (or affirmed) did say that that person is UPCD (title) of said Wells Fargo Bank, N.A as attorney in fact for **US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR ADJUSTABLE RATE MORTGAGE TRUST 2006-2, ADJUSTABLE RATE MORTGAGE-BACKED PASS THROUGH CERTIFICATES, SERIES 2006-2**, by authority of its board of (directors or trustees) and the said(officer's name) Tamara A Stone acknowledged the execution of said instrument to be the voluntary act and deed of said (corporation or association) by it voluntarily executed.

[Signature] (Signature)  
Notary Public



Recording Requested By & Return To:  
Chicago Title ServiceLink Division  
4000 Industrial Blvd  
Aliquippa, PA 15001

Doc# 1941250 07/11/2013 2:42PM  
Filed & Recorded in Official Records of  
MONROE COUNTY AMY HEAVILIN

This document was prepared by:  
JOANNE PANCOAST  
BANK OF AMERICA, N.A.

07/11/2013 2:42PM  
INTANGIBLE TAX CL: Krys \$782.40  
MORTGAGE DOC STAMP CL: \$1,369.20

12801 FAIR LAKES PKWY, #200  
FAIRFAX  
VA 22033

Doc# 1941250  
Bk# 2639 Pg# 78

[Space Above This Line For Recording Data]

3123364-1  
[Escrow/Closing #]

\*\*\*\*\*524407013  
[Doc ID #]

## MORTGAGE

MIN 1000157-0008817239-6

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 03, 2013, together with all Riders to this document.

(B) "Borrower" is

STEPHEN C BAYNE, AND SHARON K GRAYDEN, HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is

BANK OF AMERICA, N.A.

Lender is a NATIONAL ASSOCIATION organized and

existing under the laws of THE UNITED STATES

Lender's address is

101 South Tryon Street, Charlotte, NC 28255

(E) "Note" means the promissory note signed by Borrower and dated JULY 03, 2013. The Note states that Borrower owes Lender

THREE HUNDRED NINETY ONE THOUSAND TWO HUNDRED and 00/100

Dollars (U.S. \$391,200.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 01, 2043

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input checked="" type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider             |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify]           |

FLORIDA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)

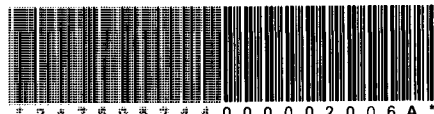
Form 3010 1/01

MERS Mortgage-FL  
2006A-FL (06/11)(d/i)

Page 1 of 10



\* 2 3 9 9 1 \*



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DOC ID #: \*\*\*\*\*524407013

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

COUNTY	of	MONROE	:
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]	

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: 0001949000000066825 which currently has the address of  
 732 POOR HOUSE LN, KEY WEST  
 [Street/City]

Florida 33040-6411 ("Property Address"):  
 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security

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Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.



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**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower. Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall

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promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such

**cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be

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treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of

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acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. **Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
STEPHEN C. BAYNE (Seal)  
- Borrower  
1540 NEWPORT CREEK DR  
ANN ARBOR, MI 48103-2200 (Address)

\_\_\_\_\_  
SHARON K. GRAYDEN (Seal)  
- Borrower  
1540 NEWPORT CREEK DR  
ANN ARBOR, MI 48103-2200 (Address)

\_\_\_\_\_  
- Borrower (Seal)  
(Address)

\_\_\_\_\_  
- Borrower (Seal)  
(Address)

DOC ID #: \*\*\*\*\*524407013

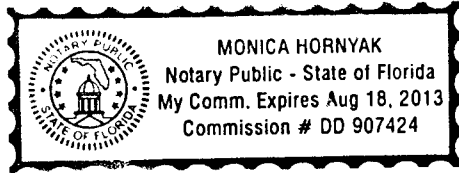
State of Florida  
County of Monroe

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> of July 2013  
by Stephen C. Bayne and Sharon K. Grauden

who is personally known to me or who has produced Michigan Drivers licenses as identification.

*[Handwritten Signature]*

Notary Public





**LEGAL DESCRIPTION**

All that certain parcel of land situate in the County of Monroe, State of Florida, being known and designated as follows:

On the Island of Key West and known on William A. Whitehead's map delineated in February 1829, as part of Tract 5, but more particularly described as follows:

Commencing at a point on an alleyway on the Southwest side of Windsor Lane, distant from the corner of said alleyway and Windsor Lane, 124 feet; and running thence in a Southwesterly direction 24 feet; thence at right angles in a Southeasterly direction 100 feet; thence at right angles in a Northeasterly direction 24 feet; thence at right angles in a Northwesterly direction 100 feet to the point of beginning.

Tax/Parcel ID: 0001949000000066825

Order # 3123364



## SECOND HOME RIDER

After Recording Return To:  
BANK OF AMERICA, N.A.  
Doc Processing TX2-979-01-19  
4500 Amon Carter Blvd.  
Ft. Worth, TX 76155

Prepared By:  
JOANNE PANCOAST  
BANK OF AMERICA, N.A.

12801 FAIR LAKES PKWY, #200  
FAIRFAX  
VA 22033

3123364-1  
[Escrow/Closing #]

00024750524407013  
[Doc ID #]

THIS SECOND HOME RIDER is made this THIRD day of  
JULY, 2013, and is incorporated into and shall be deemed to amend and supplement the Mortgage,  
Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the  
"Borrower" whether there are one or more persons undersigned) to secure Borrower's Note to  
BANK OF AMERICA, N.A.

(the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"),  
which is located at:

732 POOR HOUSE LN, KEY WEST, FL 33040-6411

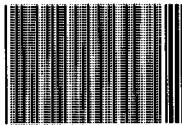
[Property Address]

MULTISTATE SECOND HOME RIDER--Single Family--Fannie Mae/Freddie Mac  
UNIFORM INSTRUMENT

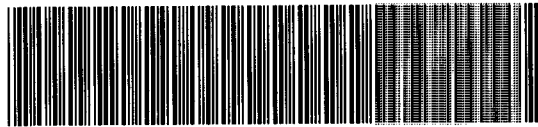
Form 3890 1/01

CONVVA Second Home Rider  
1365R-XX (09/08)(d/i)

Page 1 of 2



\* 2 3 9 9 1 \*



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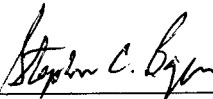
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In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

**6. Occupancy.** Borrower shall occupy, and shall only use, the Property as Borrower's second home. Borrower shall keep the Property available for Borrower's exclusive use and enjoyment at all times, and shall not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Second Home Rider.

  
\_\_\_\_\_  
STEPHEN C. BAYNE (Seal)  
- Borrower

  
\_\_\_\_\_  
SHARON K. GRAYDEN (Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

\_\_\_\_\_  
(Seal)  
- Borrower

MULTISTATE SECOND HOME RIDER--Single Family--Fannie Mae/Freddie Mac  
UNIFORM INSTRUMENT

Form 3890 1/01

CON/V/A Second Home Rider  
1365R-XX (09/08)

IN THE COUNTY COURT OF THE 16<sup>TH</sup> JUDICIAL CIRCUIT OF  
THE STATE OF FLORIDA, IN AND FOR MONROE COUNTY

Case No.: 2014-MM-330-K

STATE OF FLORIDA

Plaintiff,

v.

EARLINE ANDREWS, AKA EARLINE BAYNES,

Defendant.

Doc# 1976288 04/14/2014 9:33AM  
Filed & Recorded in Official Records of  
MONROE COUNTY AMY HEAVILIN

Doc# 1976288  
Bk# 2679 Pg# 640

ORDER REDUCING MONETARY SUMS TO JUDGMENT LIENS

1. The Defendant, having been determined to be guilty of a criminal act, pursuant to FS 938.30, it is hereby **ORDERED AND ADJUDGED** as follows:

The Defendant is ordered to pay:

- a. The sum of \$ 100.00 as fines and \$ 228.00 as costs;
- b. The sum of \$ 50.00 as cost of investigation to SAO/City of Key West;
- c. The sum of \$ 40.00 as cost of investigation to KWPD/MCSO/FWC/FHP;
- d. The sum of \$ 50.00 as cost of the application for indigent defense status pursuant to FS 28.52(1)(b) and 938.29 to the PD;
- e. The sum of \$ 50.00 as cost of legal services fee to the PD; and
- f. The sum of \$ - to -.


2. A lien is created in the name of the Clerk of Court for the 16<sup>th</sup> Judicial Circuit, in and for Monroe County, 500 Whitehead Street, Key West, Florida 33040, for such sums as set forth in paragraph 1a upon all property, both real and personal, presently owned or later acquired, in the name of Defendant, whose address is General Delivery, Key West, FL 33040

for which let execution issue. Upon satisfaction of this judgment lien by the Defendant, the Clerk is authorized to distribute the funds received pursuant to general law and local ordinance.

3. A lien is created in the name of the State of Florida c/o Clerk of Court for the above circuit, for such sums as set forth in paragraphs 1b and 1c upon all property, both real and personal, presently owned or later acquired, in the name of the Defendant, whose address is listed in paragraph 2, for which let execution issue. Said Judgment Lien shall be enforced on behalf of the State by the Clerk of Court.

4. The Clerk of Court shall furnish a copy of this Judgment to said Defendant by delivery or mail addressed to the Defendant's last known address.

**DONE and ORDERED** at Key West, Monroe County, Florida this 2<sup>nd</sup> day of April, 2014.

  
\_\_\_\_\_  
WAYNE MILLER  
County Court Judge

FILED FOR RECORD  
2014 APR -4 PM 3:57

DA