



Application Fee: \$2,150.00

(includes \$100.00 advertising/noticing fee and \$50.00 fire review fee) (\$400 for each additional easement for same parcel)

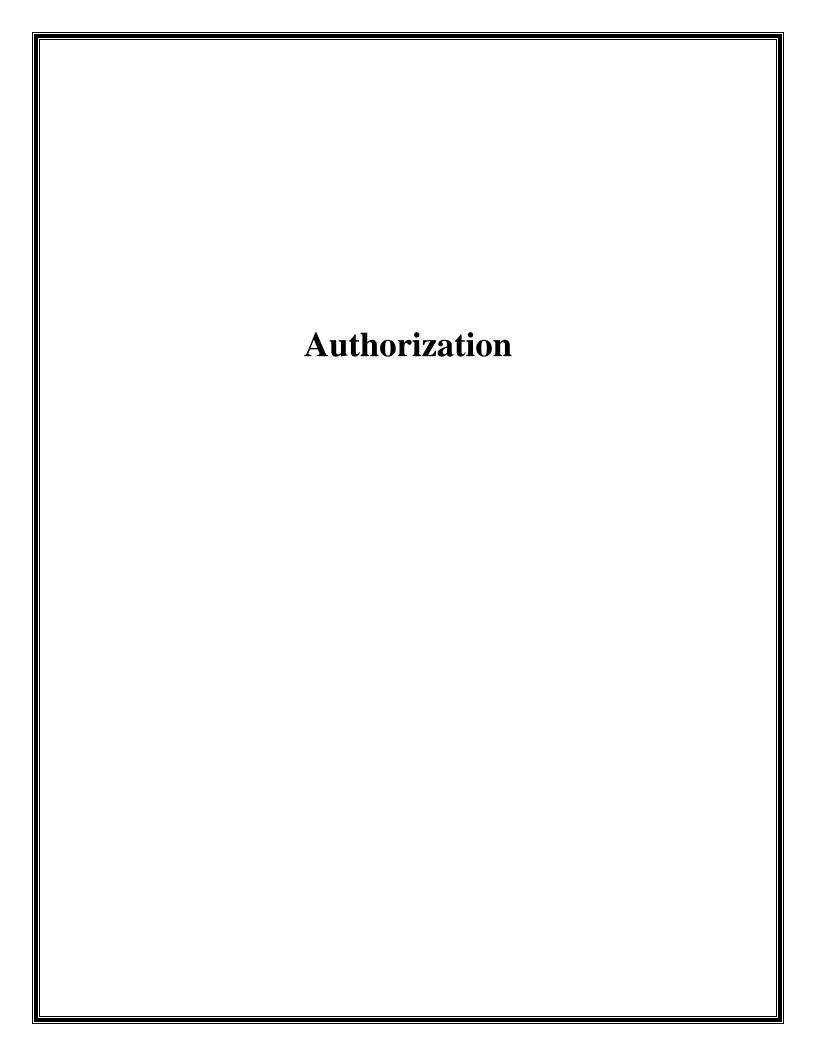
Please complete this application and attach all required documents. This will help staff process your request quickly and obtain necessary information without delay. If you have any questions, please call 305-809-3720.

PROPERTY DESCRIPTION:	_
Site Address: 100 GERALDINE ST 717	FORT ST. , KEY WEST
Zoning District: HPS	Real Estate (RE) #: 000/3980-000/00 7 101
Property located within the Historic District?	
APPLICANT: Owner Auth Name: GERALOINE AND FORT HOMEOU	horized Representative
Name: OLKALIINE AND PORT HOMES	WIVERS ASSOCIATION INC.
Mailing Address: Yo QONNA BOSOLO	V.P. SECTY 317 WHITEHEAD ST.
City: KEY WEST	State: <u>FL</u> Zip: <u>33040</u>
Home/Mobile Phone: (305) 942-1064	State: F2 Zip: 33040 Office: Fax:
Email: DONNA-BOSOLD CATT. NET	
PROPERTY OWNER: (if different than above) Name: Kw PROPERTIES LLC and Mailing Address: 5551 RIOGEWOOD, S	SUITE 501
City: NAPLES	State: <u>FL</u> Zip: <u>34/08</u>
Home/Mobile Phone: (858)456-7890	State: <u>FL</u> Zip: <u>34/08</u> Office: Fax:
Email: SIMONE SIMONT-COM	
Description of requested easement and use: TO SINGLE FAMILY AND DUPLEX RESIDE	ALLOW EXISTING ENCROACH MENTS BY ENCES TO REMAIN. TOTAL AREA OF
EASEMENT: 141 SQ. FT.	
	PANTED BY CITY TO FORMER OWNER IN
1999 WAS TERMINATED IN 2002 FOR	R NON PAYMENT . RES. 02-010, O.R. 1751
၉, ၆ သိ ! .	
If yes, please describe and attach relevant documents	r encumbrances attached to the property? A Yes No hs: <u>OECLARATION OF COVENANTS</u> CONDITTIONS 1645 (HOMEOWNERS ASSOC. DECL.)
Note see "PREVIOUS FASEMENT" al	buel



REQUIRED SUBMITTALS: All of the following must be submitted in order to have a complete application. Please submit one paper copy and one electronic copy of all materials.

- Correct application fee. Check may be payable to "City of Key West."
- Notarized verification form signed by property owner or the authorized representative.
- Notarized authorization form signed by property owner, if applicant is not the owner.
- Copy of recorded warranty deed
- Property record card
- Signed and sealed Specific Purpose Surveys with a legal description of the easement area requested
- Photographs showing the proposed easement area



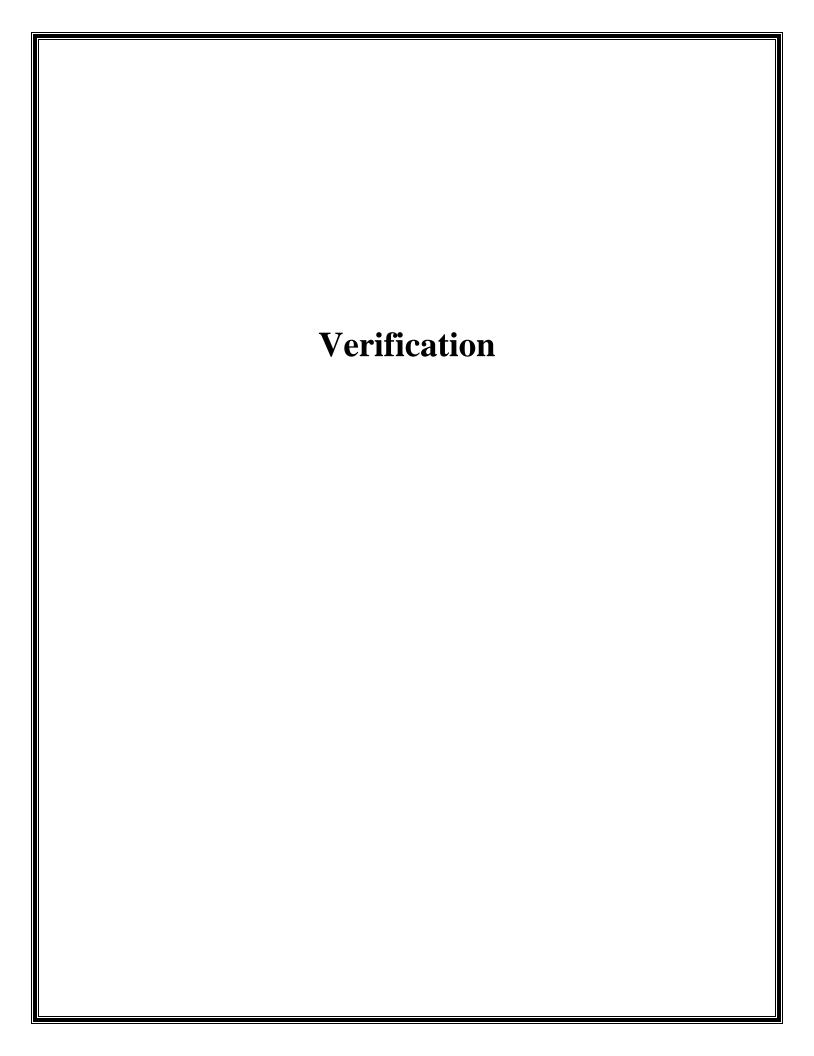
City of Key West Planning Department



Authorization Form

(Where Owner is a Business Entity)

Please complete this form if someone other than the owner is representing the property owner in thi matter.
I, Simon T Please Print Name of person with authority to execute documents on behalf of entity
Name of office (President, Managing Member) of KW Properties LLC Name of office (President, Managing Member)
authorize Gendine And Furt Homeownes Assoc. (Down Rosold, V.P.) Please Print Name of Representative
to be the representative for this application and act on my/our behalf before the City of Key West.
Signature of person with authority to execute documents on behalf on entity owner
Subscribed and sworn to (or affirmed) before me on this 2-18-2015 Date by Simoh Name of person with authority to execute documents on behalf on entity owner
Name of person with authority to execute documents on behalf on entity owner
He She is personally known to me or has presented US Passport 4 as identification.
Notary's Signature and Seal A GERAMIAN Commission # 1991310 Notary Public - California Los Angeles County My Comm. Expires Sep 16, 2016
5016,2016
Commission Number, if any



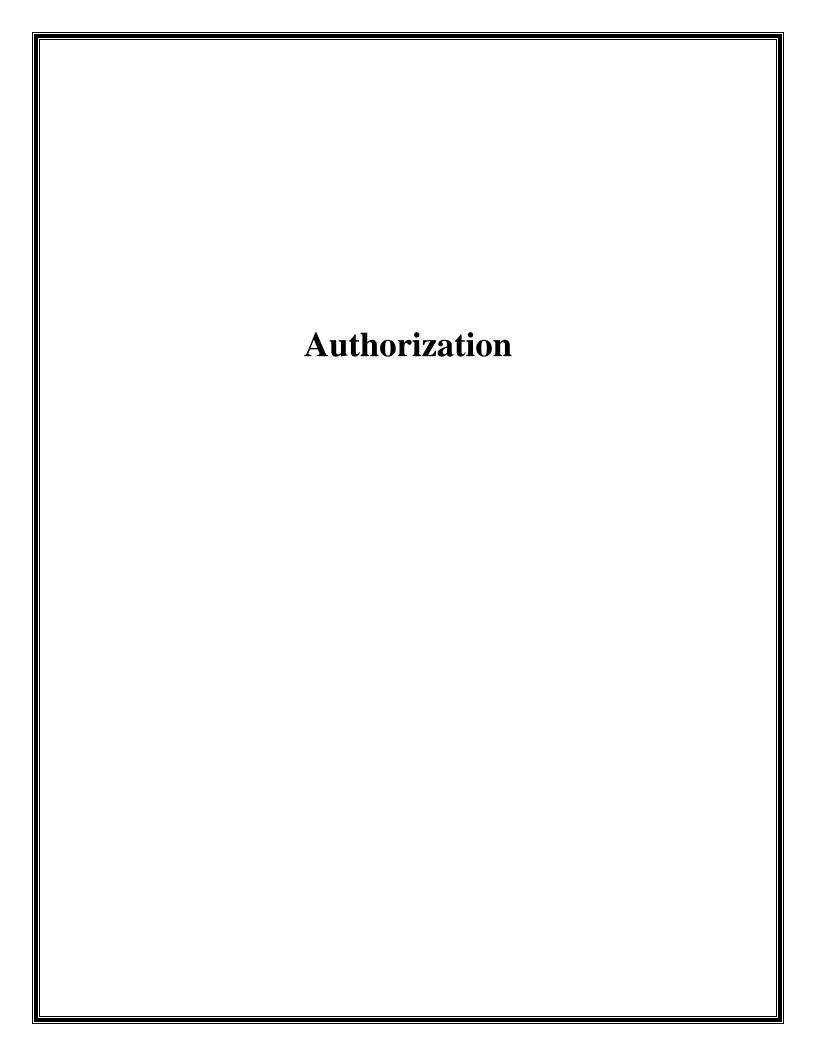
City of Key West Planning Department



Verification Form

(Where Authorized Representative is an entity)

I, _	Donna Bosold	, in my capacity as _	Vice President
	(print name)		(print position; president, managing member)
of		t Homeowners Asso	
	(print nam	e of entity serving as Autho	prized Rep resentat ive)
beir the	ng duly sworn, depose and s deed), for the following prop	ay that I am the Author perty identified as the sub-	ized Representative of the Owner (as appears on oject matter of this application:
	100 Geraldine St 7	'17 Fort St., Key We Street Address of sub	st_ vject prope rt ;
app Plar	lication, are true and correct	t to the best of my kno any representation here	ns and any other attached data which make up the wledge and belief. In the event the City or the cin which proves to be untrue or incorrect, any subject to revocation.
Sig	nature of Authorized Represent	ative	
Sub	scribed and sworn to (or affin	rmed) before me on this	2 · 19 · 2015 by
	Donna Bosold ame of Authorized Representati	ve ·	
He/S	She is personally known to me the second of	5	as identification.
Nan	To Boune ne of Acknowledger typed, printe	ed or stamped	
£	Commission Number, if a	ny.	JO BENNETT Commission # EE 097995 Expires May 26, 2015



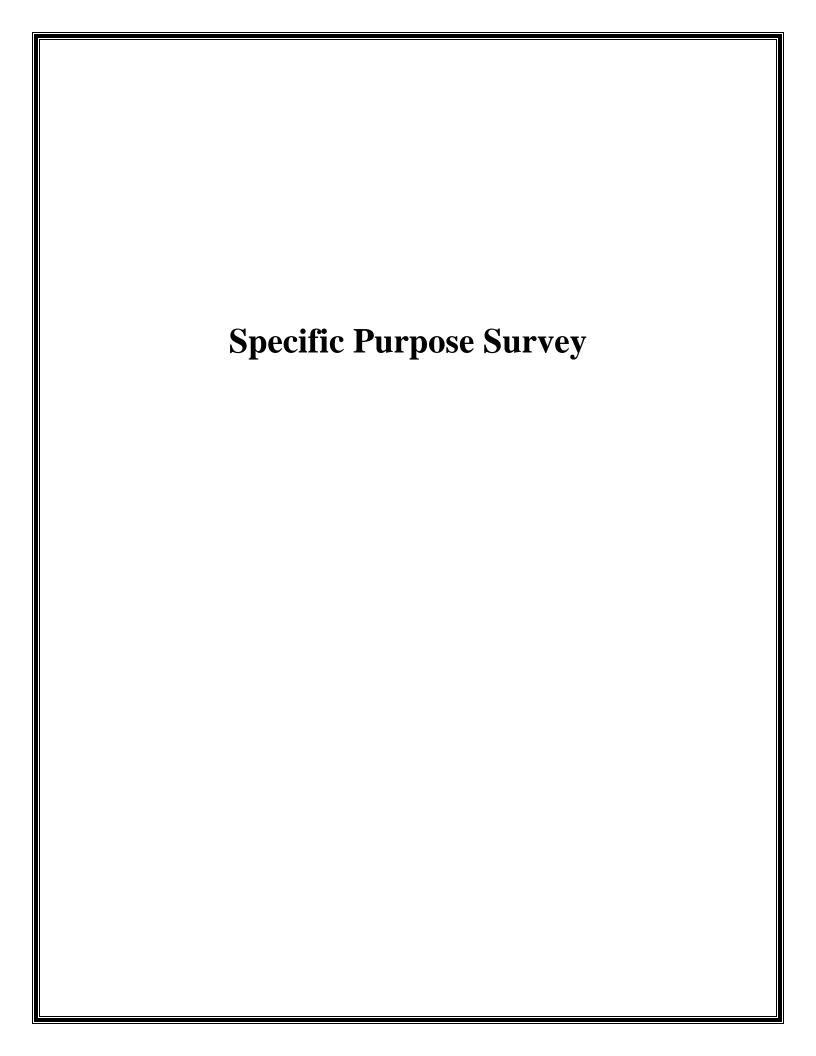
City of Key West Planning Department

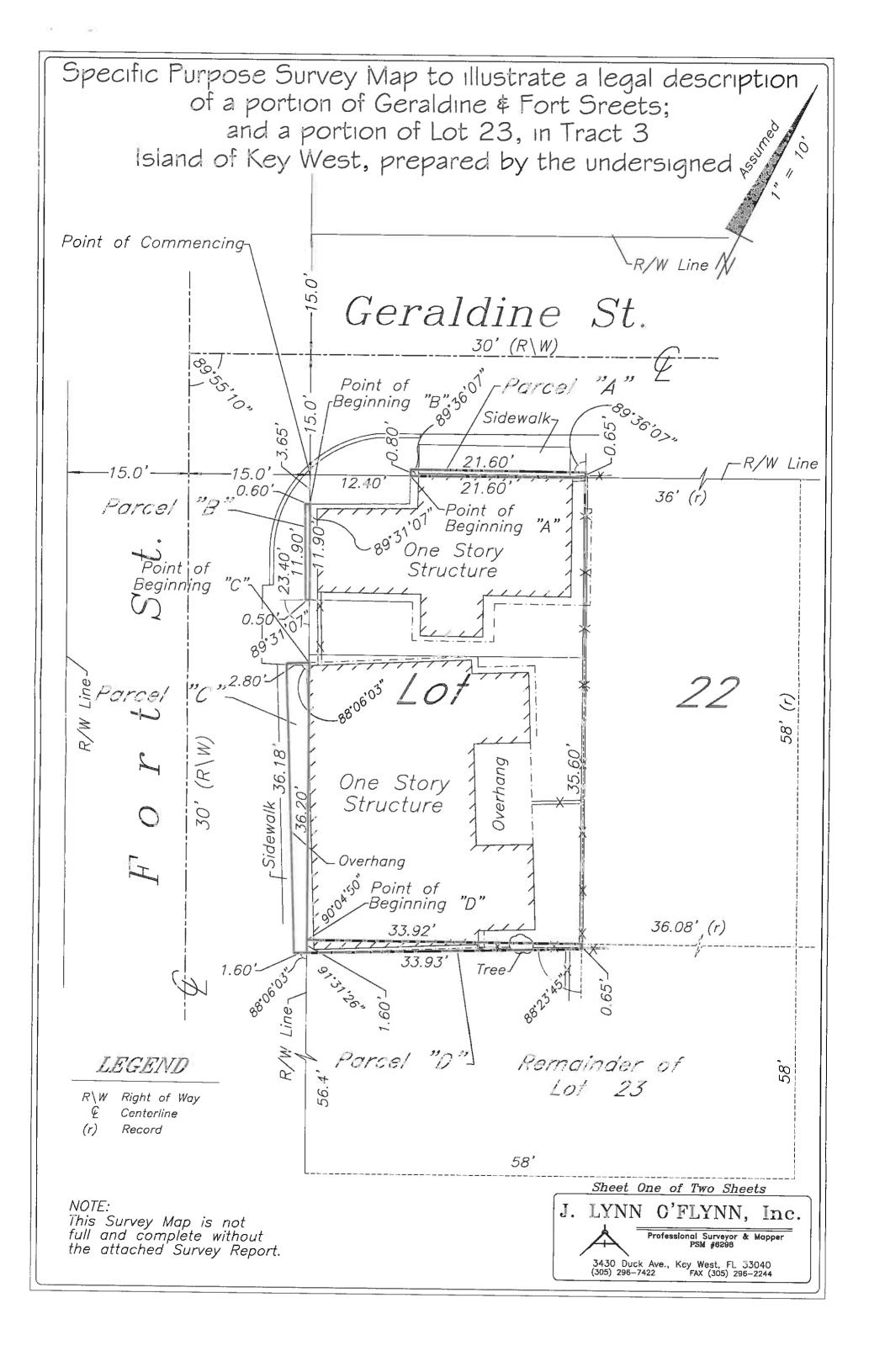


Authorization Form

(Where Owner is a Business Entity)

matter.
I, Simon T
Please Print Name of person with authority to execute documents on behulf of entity
Name of office (President, Managing Member) of West Coast Hangers Inc. Name of which was from deed
authorize Geneldine And Fart Hanequeers Assoc. (Danne Broyd V. P.)
Please Print Name of Representative
to be the representative for this application and act on my/our behalf before the City of Key West.
Simin .
Signature of person with authority to execute documents on hehalf on entity owner
Subscribed and sworn to (or affirmed) before me on this 2/18/15
by SIMON T
Name of person with authority to execute documents on hehalf on entity owner
He/Sife is personally known to me or has presented US PASTORT as identification.
BRAD Boliser
BEAD BELLINSON COMMA #1978ER3 BEAD BELLINSON COMMA #1978ER3 ON NOTE: CALFORNA FORCE CALFORNA F
Name of Acknowledger typed, printed or stamped
1975883
Commission Number if any





Specific Purpose Survey Report to illustrate a legal description of a portion of Geraldine \$ Fort Sreets; and a portion of Lot 23, in Tract 3 Island of Key West, prepared by the undersigned

1. The legal description shown hereon was authored by the undersigned.

2. Underground foundations and utilities were not located.

4. Street address: 100 Geraldine Street and 717 Fort Street, Key West, FL.

5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.

7. North Arrow is assumed and based on the legal description.

8. This survey is not assignable. 9. Adjoiners are not furnished.

10. The description contained herein and sketch do not represent a field boundary survey.

11. This Survey Report is not valid without the attached Survey Map.

PARCEL A: A parcel of land on the Island of Key West, and known as a portion of Geraldine Street adjacent to Lot 22, in Tract 3 according to a diagram by T.J. Ashe and recorded in Monroe County, Florida Public Records in Deed Book "I", Page 77, said parcel being more particularly described by metes and bounds as follows: Commence at the intersection of the Northeasterly right of way line of Fort Street with the Southeasterly right of way line of Geraldine Street and run thence Northeasterly along the Southeasterly right of way line of the said Geraldine Street for a distance of 12.40 feet to the Southwesterly face of an existing overhang on a One Story Structure, said point also being the Point of Beginning; thence continue Northeasterly along the Southeasterly right of way line of the said Geraldine Street for a distance of 21.60 feet to a point; thence Northwesterly and at right angles for a distance of 0.65 feet to the Northwesterly face of said overhang; thence Southwesterly with a deflection angle of 89°36'07" to the left and along said overhang for a distance of 21.60 feet; thence Southeasterly and at right angles along the said overhang for a distance of 0.80 feet back to the Point of Beginning, containing 16 square feet, more or less.

PARCEL B: A parcel of land on the Island of Key West, and known as a portion of Fort Street adjacent to Lot 22, in Tract 3 according to a diagram by T.J. Ashe and recorded in Monroe County, Florida Public Records in Deed Book "T", Page 77, said parcel being more particularly described by metes and bounds as follows:

Commence at the intersection of the Northeasterly right of way line of Fort Street with the Southeasterly right of way line of Geraldine Street and run thence Southeasterly along the Northeasterly right of way line of the said Fort Street for a distance of 3.65 feet to the Northwesterly face of an existing overhang on a One Story Structure, said point also being the Point of Beginning; thence continue Southeasterly along the Northeasterly right of way line of the said Fort Street for a distance of 11.90 feet to the Southeasterly face of the said overhang; thence Southwesterly with a deflection angle of 89°31'07" to the right and along said overhang for a distance of 0.50 feet; thence Northwesterly and at right angles along said overhang for a distance of 11.90 feet; thence Northeasterly and at right angles for a distance of 0.60 feet back to the Point of Beginning, containing 7 square feet, more or less

PARCEL C: A parcel of land on the Island of Key West, and known as a portion of Fort Street adjacent to Lot 22, in Tract 3 according to a diagram by T.J. Ashe and recorded in Monroe County, Florida Public Records in Deed Book "I", Page 77, said parcel being more particularly described by metes and bounds as follows: Commence at the intersection of the Northeasterly right of way line of Fort Street with the Southeasterly right of way line of Geraldine Street and run thence Southeasterly along the Northeasterly right of way line of the said Fort Street for a distance of 23.40 feet to the Northwesterly face of an existing overhang on a One Story Structure, said point also being the Point of Beginning; thence continue Southeasterly along the Northeasterly right of way line of the said Fort Street for a distance of 32.60 feet to the Southeasterly face of an existing overhang on said structure; thence Southwesterly with a deflection angle of 88°06'03" to the right and along said overhang for a distance of 1.60 feet; thence Northwesterly and at right angles along said overhang for a distance of 36.18 feet; thence Northeasterly and at right angles for a distance of 2.80 feet back to the Point of Beginning, containing 80 square feet, more or less.

PARCEL D: A parcel of land on the Island of Key West, and known as a part of Lot 23, in Tract 3 according to a diagram by T.J. Ashe and recorded in Monroe County, Florida Public Records in Deed Book "I", Page 77, said parcel being more particularly described by metes and bounds as follows:

Commence at the intersection of the Northeasterly right of way line of Fort Street with the Southeasterly right of way line of Careldine Street and run thence Southeasterly plans the Northeasterly right of way line of the of way line of Geraldine Street and run thence Southeasterly along the Northeasterly right of way line of the said Fort Street for a distance of 58.00 feet to the Northwesterly corner of said Lot 23, said point also being the Point of Beginning; thence Northeasterly and at right angles along the Northwesterly boundary line of the said Lot 23 for a distance of 33.92 feet; thence Southeasterly and at right angles for a distance of 0.65 feet; thence Southwesterly with a deflection angle of 88°23'45" to the right for a distance of 33.93 feet to the Northeasterly right of way line of the said Fort Street; thence Northwesterly with a deflection angle of 91°31'26" to the right and along the Northeasterly right of way line of the said Fort Street for a distance of 1.60 feet back to the Point of Beginning, containing 38 square feet, more or less.

SPECIFIC PURPOSE SURVEY FOR: West Coast Hangars Inc.;

J. LYNN O'FLYNN, INC.

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

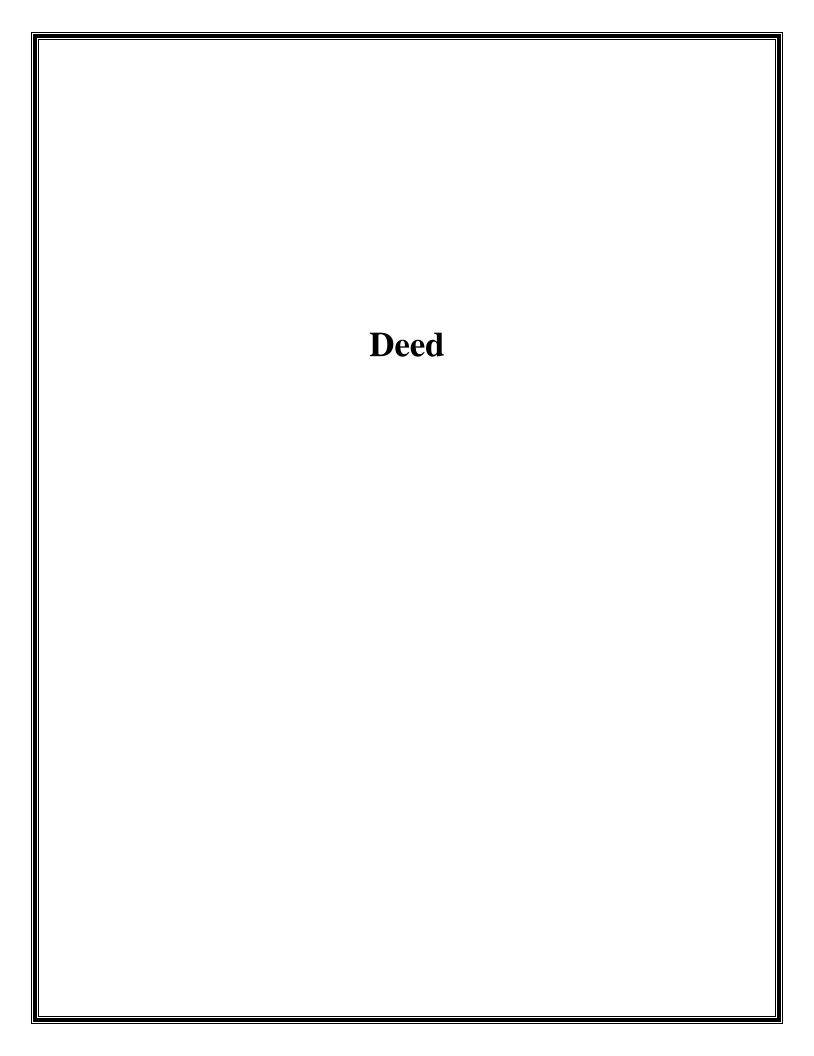
February 5, 2015

Sheet Two of Two Sheets

J. LYNN O'FLYNN, Inc.

(305) 296-7422

Professional Surveyor & Mapper PSN #6298 3430 Duck Ave., Key West, FL 33040 (305) 296-7422 FAX (305) 296-2244



Dock 1945642 08/12/2013 3:57PM Filed & Recorded in Official Records of MONROE COUNTY AMY HEAVILIN

This instrument prepared by and upon recordation return to:
G. Helen Athan, Esq.
Grant Fridkin Pearson, P.A.
5551 Ridgewood Drive, Suite 501
Naples, Florida 34108-2719
Tel 239.514.1000

08/12/2013 3:57PM DEED DOC STAMP CL: Krys

\$1,050.00

Doc# 1945642 Bk# 2644 Pg# 1163

(space above line for official use only)

WARRANTY DEED

THIS INDENTURE is made this general day of August, 2013, between KW Properties, LLC, a Florida limited liability company, (the "Grantor") and West Coast Hangars, Inc., a Florida corporation (the "Grantee"), whose mailing address is: c/o David G. Budd, 5551 Ridgewood Drive, Suite 501, Naples, FL 34108.

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells to the said Grantee, Grantee's successors and assigns forever, the following described land, situate and being in the County of Monroe, State of Florida, to wit:

See Exhibit A.

Said Property being commonly known as 100 Geraldine Street, Key West, FL 33040, being part of the property transferred to the Grantor by the Deed recorded in O.R. Book 1748, Page 1301, of the Public Records of Monroe County, Florida.

SUBJECT TO restrictions, reservations and easements common to the subdivision and taxes for the year 2013 and subsequent years.

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

[SIGNATURES ON THE FOLLOWING PAGE]

Doc# 1945642 Bk# 2644 Ps# 1164

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed as provided by law, on this, the day and year first above written.

in the presence of:

| Witness #1 | Find Name of Witness #1
| Witness #2 | STATE OF FLORIDA

KW Properties, LLC, a Florida limited liability company

David G. Budd, Assistant Manager

STATE OF FLORIDA) COUNTY OF COLLIER)

Signed, Sealed and Delivered

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me on this day of August, 2013, by David G. Budd, as Assistant Manager of KW Properties, LLC, a Florida limited liability company, who is personally known to me.

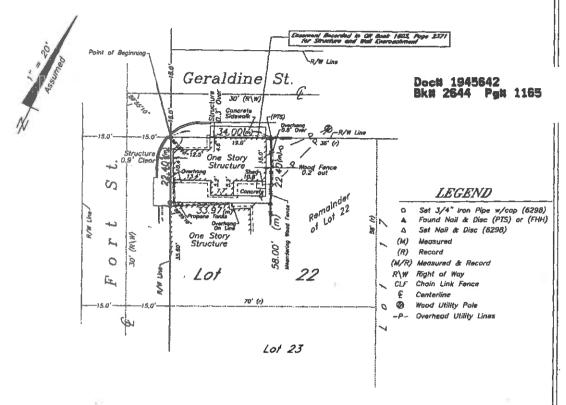
Notary Public - State of Florida

JANET DE CARDENAS
MY COMMISSION & EE 874939
EXPIRES: April 21, 2017
Bonded Thru Notary Public Underwriters

Typed, stamped, or Printed Name of Notary

My Commission Expires:

Boundary Survey Map of part of Lot 22, Tract 3, T.J. Ashe diagram of the Island of Key West, FL



NOTES:

- The legal description shown hereon was authored by the undersigned.
- Underground foundations and utilities were not located.
- All angles are 90° (Measured & Record) unless otherwise noted.
 Street address: 100 Geraldine Street, Key West, FL.
- This survey is not valid without the signature and the original raised seal of a florida licensed surveyor and mapper.
 Lands shown hereon were not abstracted for rights—of—way, easements, ownership,
- or other instruments of record.

 North Arrow is assumed and based on the legal description.

 All concrete and bricking is not shown.

 Date of field work: June 18, 2013

 Ownership of fences is undeterminable, unless otherwise noted.

- 11. Adjoiners are not furnished.

BOUNDARY SURVEY OF: A parcel of land on the Island of Key West, being part of Lot 22, in Tract 3 according to a diagram by T.J. Ashe and recorded in Monroe County, Florida Public Records in Deed Book T., Page 77, said parcel being more particularly described by metes and bounds as follows: BEGIN at the intersection of the Northeasterly right of way line of Fort Street with the Southeasterly right of way line of Geraldine Street, said point also being the Northwesterly corner of the said Lot 22, and run thence Northeasterly along the Southeasterly right of way line of the said Geraldine Street for a distance of 34.00 feet; thence Southeasterly at right angles for a distance of 22.40 feet; thence Southwesterly and at right angles for a distance of 33.97 feet to the Northeasterly right of way line of the said Fort Street; thence Northwesterly and along the said Northeasterly right of way line of the said Fort Street for a distance of 22.40 feet back to the Point of Beginning.

BOUNDARY SURVEY FOR: KW Properties LLC; Chicago Title Insurance Company: Grant Fridkin Pearson, P.A.;

J. LYMN O'FLYNN, INC.

O'Flynn, PSM Florida Reg. #6298

June 19, 2013 Recertified July 26, 2013 THIS SURVEY IS NOT ASSIGNABLE

J. LYNN O'FLYNN, Inc.

EXHIBIT

MONROE COUNTY OFFICIAL RECORDS

MONROE COUNTY OFFICIAL RECORDS

FILE #1273576 BK#1748 PG#1301

This Document Prepared By and Return to: David G. Budd, Esquire Budd and Bennett 3033 Riviera Drive, Suite 201 Naples, FL 34103 941-263-7700

RCD Dec 27 2001 09:19AM DANNY L KOLHAGE, CLERK

DEED DOC STAMPS 0.78 12/27/2001 DEP CLK

Parcel ID Number: 1014095; 1014303; 8950041 Grantee #1 TIN:

Grantee #2 TIN:

PREPARED WITHOUT OPINION OF TITLE

Ouitclaim Deed

This Quitclaim Deed, Made this day of 113, Inc., a Florida corporation

December

. 2001 A.D. Between

of the County of Colliar

State of Florida KW Properties, LLC, a Florida limited liability company grantor, and

whose address is: C/o David G. Budd, Esquire, 3033 Riviera Drive, Suite 201 Naples, FL 34103

of the County of Collier

State of Florida

Witnesseth that the GRANTOR, for and in consideration of the sum of

TEN DOLLARS (\$10) ---- DOLLARS and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and quitclaimed to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of MONROE State of Florida SEE ATTACHED EXHIBIT A.

Subject to Ad valorem real property taxes for the year of closing and subsequent years; zoning, building code and other use restrictions imposed by governmental authority; outstanding oil, gas and mineral interests of record, if any; and restrictions, reservations and easements of record.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appartaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, the granter has herounto set its hand and seal the day and year first above written.

113, Inc., a Florida corporation

David G. Budd, Vice President P.O. Address: 3033 Riviera Drive, Suite 201, Naples, FL 34103

Printed Name:

Witness

(Corporate Scal)

STATE OF Florida COUNTY OF Collier

The foregoing instrument was acknowledged before me this 1844 December David G. Budd, Vice President of 113, Inc., a Florida corporation on ,2001 by behalf of the corporation

he is personally known to me or he has produced his Florida driver's, license as iden



Printed Name: Notary Public Elle B. Reed

My Commission Expires:

113KEY

FILE #1151517 BK#1603 PG#2370

LEGAL DESCRIPTION

PARCEL TWO

Legal Description:

In the City of Key West, known as Lots 22 and 17, in Tract 3, according to a diagram by T. J. Ashe and recorded in Monroe County, Florida, Public Records March 6, 1874, in Deed Book "T", Page 77.

COMMENCING at the corner of Fort and Geraldine Streets and running thence along the said Geraldine Street in a Northeasterly direction 120 feet; thence at right angles in a Southeasterly direction 87 feet; thence at right angles in a Southwesterly direction 30 feet; thence at right angles in a Northwesterly direction 30 feet; thence at right angles in a Southwesterly direction 70 feet to Fort Street; thence at right angles in a Northwesterly direction along Fort Street 58 feet back to the Point of Beginning.

LESS AND EXCEPT a portion of land being retained by the Grantors in the deed recorded in 0.R. Book 1603, Page 2369, Public Records of Monroe County, Florida:

On the Island of Key West, being part of Lots 17 and 22, in Tract 3 according to a diagram by T. J. Ashe and recorded in Monroe County, Florida Public Records in Deed Book "I", page 77, and being more particularly described as follows:

COMMENCE at the Norwest comer of the said Lot 22 and thence along Geraldine Street in a Northeasterly direction for a distance of 34 feet to the Point of Beginning of the parcel of Land herein described; thence continue along Geraldine Street for a distance of 50.5 feet; thence Southeasterly at right angles 87 feet; thence Southwesterly at right angles for a distance of 30 feet; thence Southwesterly at right angles for a distance of 36 feet; thence Northwesterly at right angles for a distance of 36 feet; thence Northwesterly at right angles for a distance of 58 feet back to the Pint of Beginning. LESS:

COMMENCE at the Northwest corner of the Lot 22 and thence along Geraldine Street in a Northeasterly direction for a distance of 84.5 feet to a point; thence Southeasterly at right angles for a distance of 68.4 feet to the Point of Beginning of the parcel of land herein described; thence continue Southeasterly through a one story frame structure 19.6 feet to a point; thence Southwesterly at right angles 14.5 feet to a point; thence Northeasterly at right angles 19.6 feet to a point; thence Northeasterly at right angles 14.5 feet back to the Point of Beginning.

THIS CONVEYANCE INCLUDES the following described Easements from the City of Key West, for area of City property that are encumbered by the structures being conveyed herein as recorded in Official Records Book 1582 at Pages 291 through 300 legally described as follows:

On the Island of Key West, Morroe County, Florida and being a strip of land which is part of Fort Street adjacent to Lot 22, in Tract 3, according to a diagram by T.J. Ashe and recorded in Deed Book "I", Page 77 of the Public Records of Monroe County, Florida:

COMMENCE at the Northwest corner of the said Lot 22 and thence Southeasterly along the Easterly right-of-way boundary line of Fort Street for a distance of 13 feet to the Northerly face of a one story frame structure and the POINT OF BEGINNING of the parcel herein described; thence continue Southeasterly through the structure along the said right-of-way line for a distance of 43 feet to the Southerly face of the structure; thence Southwesterly at right angles along the Southerly face of the structure for a distance of 0.8 feet to the corner of the said structure; thence Northwesterly at right angles, along the Westerly face of the said structure; thence Northwesterly at right angles for a distance of 0.6 feet back to the Point of Beginning.

AND

FILE #1.273576 BK#1748 PG#1304

FILE #1151517 BK#1603 PG#2371

PARCEL TWO CONTINUED 1

Legal Description:

:::

On the Island of Key West, Monrie County, Florida and being a strip of land which is part of Geraldine Street adjacent to Lot 22, and 17 in Tract 3, according to a diagram by T.J. Ashe and recorded in Deed Book "I", Page 77 of the Public Records of Monroe County, Florida;
COMMENCE at the Northwest corner of the said Lot 22 and thence Northeasterly along the Southerly right-of-way boundary line of Geraldine Street for a distance of 13.5 feet to the Westerly face of a one story frame structure and the Polint OF BEGINNING of the parcel herein described; thence Northwesterly at right angles along the structure 1.0 feet to the Northwest Corner thereof; thence Northeasterly at right angles along the Northwest of the structure and a concrete block wall for a distance of 102 feet to the end of the wall; thence Southeasterly at right angles 1.0 feet to a point on the Southerly right-of-way line of the said Geraldine Street; thence Southwesterly along the said right-of-way line for a distance of 102 feet back to the Polint of Beginning. Except that portion of the Easement which boarders lands being retained by Grantors in the Deed recorded in 0.8.

Book 1603, Page 2369, Public Records of Monroe County, Florida.

MONROE COUNTY OFFICIAL RECORDS

Exhibit A Page 3 of 4

LEGAL DESCRIPTION

On the Island of Key West, being part of Lots 17 and 22, in Tract 3 according to a diagram by T.J. Ashe and recorded in Monroe County, Florida, Public Records in Deed Book "1", page 77, and being more particularly described as follows:

Commencing at the NW'ly corner of said Lot 22; thence along Geraldine Street in a NE'ly direction for a distance of 84.5 feet; thence SE'ly at right angles 58 feet to the point of beginning; thence continue SE'ly 10.4 feet; thence SW'ly at right angles for a distance of 14.5 feet; thence NW'ly at right angles for a distance of 10.4 feet; thence SW'ly at right angles a distance of 14.5 feet to the Point of Beginning.

MONROE COUNTY OFFICIAL RECORDS

Exhibit A Page 4 of 4

Homeowners Association Documents		
Homeowners Association Docum	nents	
Homeowners Association	n Docum	
Homeowners Ass	sociatio	
Homeow	ners As	
1	Iomeow	

Prepared by and return to:

G. Helen Athan, Esq. Grant Fridkin Pearson, P.A. 5551 Ridgewood Drive, Suite 501 Naples, FL 34108 239.514.1000 Dock 1999814 10/02/2014 11:57mm Filed & Recorded in Official Records of MONROE COUNTY AMY HEAVILIN

Doc# 1999814 Bk# 2705 Pg# 1645

GERALDINE AND FORT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made by the owners of the real property encumbered hereby, KW PROPERTIES, LLC, a Florida limited liability company ("KW") and WEST COAST HANGARS, INC., a Florida corporation ("West Coast").

STATEMENT OF BACKGROUND INFORMATION

- A. KW is the owner of certain real property located in Monroe County, Florida, and more particularly described on attached Exhibit A-1. West Coast is the owner of certain real property located in Monroe County, Florida, and more particularly described on attached Exhibit A-2. Both of such properties are collectively referred to as the "Property".
- B. KW and West Coast, as all of the owners of the Property, intend to establish a plan for the administration, maintenance and use of such Property.
- C. This Declaration has been designed to protect property values and to contribute to the health, safety and welfare of the Property owners and residents of such Property.

STATEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

KW and West Coast declare that the Property shall be held, transferred, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, reservations, assessments, closings, liens, charges and other provisions set forth in this Declaration, all of which shall run with such property, be binding on all parties having any right, title, or interest in any part of such property, their heirs, successors and assigns, and inure to the benefit of each owner thereof.

ARTICLE I General Plan of Development

This Declaration is designed to establish and create a general plan of the Property. To protect property values and to contribute to the health, safety and welfare of the owners and their guests and invitees, the Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements, encumbrances, rights and other matters set forth in this Declaration and the other documents governing all or any portion of the Property.

ARTICLE II

Definitions

The terms used in the "Governing Documents", and in particular, this Declaration, shall have the definitions set forth in Chapter 720, Florida Statutes (2010) ("Act"), unless otherwise defined below (it being the intent hereof that future amendments to the Act not be retroactively applied to impair substantive rights of the Owners as set forth herein). "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation and the Bylaws.

- Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of The Geraldine and Fort Homeowners Association, Inc., as filed with the Secretary of State of Florida, and as attached hereto as Exhibit "B", as the same may be amended from time to time.
- Section 2. "Assessments" shall mean and refer to the sums levied from time to time against Owners by the Homeowners Association for the purposes set forth in this Declaration. The specific types of Assessments are described in Article X.
- Section 3. "Association Common Area" shall mean and refer to the real property depicted on attached Exhibit A-3 as "Common Area", together with an easement for the common use of the Owners for parking of bicycles and two-wheeled motorized vehicles (e.g., mopeds, scooters, motorcycles) and for storing collection bins for trash, recycling and yard waste, and for no other purpose. Title to and ownership of the Association Common Area is held by West Coast, its successors and assigns, subject to the aforesaid easement for common use by the Owners. The Common Area does not contain any improvements.
- Section 4. "Board of Directors" shall mean and refer to the Board of Directors of the Homeowners Association.
- Section 5. "Bylaws" shall mean and refer to the Bylaws of the Homeowners Association, as attached hereto as Exhibit "C", as the same may be amended from time to time.
- Section 6. "Homeowners Association" shall mean and refer to Geraldine and Fort Homeowners Association, Inc., a Florida not for-profit corporation, its successors or assigns.
- Section 7. "Lot" shall mean and refer to any separately owned parcel of real property which comprises the Property which has been subjected to this Declaration. The real property described on attached Exhibit A-1 shall be referred to as "Lot 1" and the real property described on Exhibit A-2 shall be referred to as "Lot 2".
- Section 8. "Owner" shall mean and refer to one (1) or more Persons who hold the record title to a Lot, their successors and/or assigns, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.
- Section 9. "Person" means a natural person, a corporation, a partnership, limited liability company, a trustee or any other legal entity.
- Section 10. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 3 of this Declaration.

ARTICLE III Property Rights

Every Owner is hereby granted a non-exclusive right and easement for ingress and egress and for the enjoyment and use over, in and to the Association Common Area for its intended purpose, subject to the Governing Documents and to any restrictions or limitations contained in any deed conveying such property to the Homeowner Association. Provided however, that every Owner's right to use the Association Common Area is subject to the obligation to pay Assessments established by the Board of Directors from time to time and to such Owner's compliance with the Governing Documents. An Owner's right to use the Association Common Area may be restricted or suspended for failure to pay amounts owing to the Homeowners Association, and misconduct or failure to abide by the Governing Documents. An Owner's rights to use the Association Common Area, may, subject to the terms and conditions of the Governing Documents, be delegated to persons lawfully residing on the Owner's Lot.

ARTICLE IV Membership and Voting Rights

Membership. Every Owner, shall be deemed to have a membership in the Homeowners Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot owned.

ARTICLE V Maintenance

Section 1. <u>Homeowner Association's Responsibility</u>. The Homeowner Association shall operate and maintain the Association Common Area and the cost of same shall be a Homeowners Association Common Expense (as hereinafter defined).

Section 2. Owner's Responsibility. Each Owner shall maintain all structures, parking areas, and other improvements on his or her Lot at their own expense.

ARTICLE VI Insurance

Section I. <u>Individual Insurance</u>. By virtue of becoming an Owner, each Owner covenants and agrees with all other Owners and with the Homeowner Association that each Owner shall carry blanket all-risk casualty insurance on the residence located on his or her Lot, and each Owner shall obtain a public liability policy covering his/her Lot including the Association Common Area included in his/her Lot for the benefit of the Homeowners Association for damage or injury caused by the possible negligence of the Homeowners Association or any of the Owners or agents. The Homeowners Association shall be an additional insured on such policies.

Section 2. <u>Homeowners Association Insurance.</u> The Homeowners Association shall carry any and all insurance if and as required by applicable law, including public liability insurance for the Association Common Area. The cost of all insurance shall be a Homeowners Association Common Expense.

ARTICLE VII No Partition

Except as is permitted in this Declaration or any amendments hereto, there shall be no judicial partition of the Association Common Area, nor shall any Person acquiring any interest in the Property or any part thereof seek any judicial partition unless all of the Property has been removed from the provisions of this Declaration.

ARTICLE VIII Condemnation

Whenever all or any part of the Association Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board of Directors) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Homeowners Association as trustee for all Owners to be disbursed equally to each Owner.

ARTICLE IX Rights and Obligations of the Homeowners Association

The Homeowners Association may exercise any other right or privilege given to it expressly by the Governing Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE X Assessments

Section 1. <u>Creation of Assessments</u>. There are hereby created Assessments for Homeowner Association Common Expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 2 of this Article. There shall be two (2) types of Assessments levied:

- (a) Assessments to fund Homeowners Association Common Expenses as described in Section 2, and
 - (b) Special Assessments as described in Section 3 below.

Homeowners Association Assessments shall be levied equally on all Lots subject to this Declaration during a fiscal year of the Association. Special Assessments shall be levied as provided in Sections 3 below. Each Owner, by acceptance of a deed, is deemed to covenant and agree to pay Assessments in a timely manner. All Assessments, together with any interest which may be charged as computed from the due date until paid (at a rate not to exceed the highest rate allowed by the civil usury laws of the State of Florida), and late charges, costs, and reasonable attorney's fees, shall be an automatic charge and continuing lien on the Lot. Each Assessment together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the Assessment was levied and any successor grantee shall be jointly and severally liable for such portion thereof as may be due and payable prior to the time of such conveyance. Notwithstanding anything to the contrary contained in this section, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to Lot by foreclosure or by deed in lieu of foreclosure for

1-24-12

the unpaid Assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

- 1. The Lot's unpaid Assessments or Special Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Homeowners Association; or
- 2. One percent of the original mortgage debt.

The limitations on first mortgagee liability provided herein shall apply only if the first mortgagee filed suit against the Owner and initially joined the Homeowners Association as a defendant in the mortgagee foreclosure action. Joinder of the Homeowners Association is not required if, on the date the complaint is filed, the Homeowners Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

However, a third party, other than a first mortgagee or the successor or assign of such first mortgagee, who acquires title at a foreclosure sale shall be liable for unpaid Assessments accrued prior to their acquisition of the Lot. Regardless of any restrictive endorsement to the contrary, all payments by the Owner or on the Owner's behalf shall be applied first to any interest accrued, then to any late fees, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment(s) in the order that they came due. However, after application of a payment to interest, late fees, attorney's fees and costs of collection, all payments made shall be first applied to the Homeowners Association's Base Assessments and then to the remainder of the Assessments levied pursuant to this Declaration.

The Homeowners Association shall, within fifteen (15) days written demand, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Homeowners Association setting forth which Assessments have been paid as to any particular Lot. All persons other than the Owner, shall be entitled to rely upon the certificate. The Homeowners Association may require the advance payment of a processing fee for the issuance of such certificate.

All Assessments shall be paid in such manner and on such dates as may be fixed from time to time by the Board of Directors, which may include, without limitation, acceleration of any Assessments for the balance of the fiscal year resulting from delinquencies. The Board of Directors shall determine whether the Assessments, whether in whole or in part, shall be due and payable annually or quarterly.

No Owner may waive or otherwise exempt himself from liability for any Assessments for any reason, including without limitation, non-use of the Homeowners Association Common Area or abandonment of the Lot. The obligation to pay Assessments is a separate and independent covenant on the part of the Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Homeowners Association or Board of Directors to take some action or perform some function required to be taken or performed by the Homeowners Association or the Board of Directors pursuant to the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the Homeowners Association's responsibility, or from any action taken to comply with any law, ordinance, or any order or directive of any municipal or other governmental authority.

Section 2. <u>Computation of Budget</u>. It shall be the duty of the Board of Directors to annually prepare budgets covering all anticipated Homeowners Association Common Expenses. "Homeowners Association Common Expenses" shall mean and refer to all expenses that are incurred by the Homeowners Association pursuant to the Governing Documents.

5

The budgets may but shall not be required to establish a reserve fund (as described in Section 5 of this Article).

In the event the Board of Directors fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, from the beginning of the year to the date of the next installment payment in the manner determined by the Board of Directors.

Section 3. Special Assessment. The Board of Directors may levy Special Assessments from time to time for unanticipated costs and expenses. Special Assessments pursuant to this paragraph shall be payable by Owners in such manner and at such times as determined by the Board of Directors, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board of Directors so determines. Special Assessments may be commingled with the remainder of the Assessments, but the Homeowners Association shall be required to keep a separate ledger. The Homeowners Association shall not utilize any Special Assessment for other than its stated purpose without the affirmative vote or written consent of a majority of the Owners.

Section 4. <u>Lien for Assessments</u>. Upon recording of a claim of lien on any Lot, the claim of lien shall relate back to the recording of this Declaration, and there shall exist a perfected lien for unpaid Assessments, interest, late charges, attorney's fees and costs, which shall be considered prior and superior to all other liens, regardless of when recorded, except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (2) the lien of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages), unless the first mortgage was recorded subsequent to the Homeowners Association's claim of lien. The claim of lien may be foreclosed in equity in the same manner as a mortgage, after thirty (30) days prior written notice has been given to the Owner of the Homeowners Association's intent. The Homeowners Association may also bring an action at law for a money judgment for all unpaid Assessments, interest, late charges, attorney's fees and costs, without waiving the Homeowners Association's ability to foreclose its claim of lien, either independently or in connection with the foreclosure.

The Homeowners Association, acting on behalf of its members, shall have the power to bid for any Lot against which the Homeowners Association's claim of lien is being foreclosed at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same, without any need for consent from the members, or any third party. During the period in which a Lot is owned by the Homeowners Association following acquisition by foreclosure sale: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessments, its equal pro rata share of the Assessments that would have been charged against such Lot had it not been acquired by the Homeowners Association.

Section 5. Reserve Budget. The Board of Directors may, but shall not be obligated to, annually prepare a reserve budget to take into account the number and nature of, replaceable assets, based upon the expected life of each asset and reserve the expected repair or replacement costs. The Board of Directors may set the required capital reserves in an amount sufficient to permit meeting the projected needs of the Homeowners Association, as shown on the budget, with respect both to amount and timing over the period of the budget. The capital reserve requirement, if any, may be fixed by the Board of Directors and included within and distributed with the proposed budget, as provided in Section 2 of this Article. Capital reserves shall be segregated and used solely for the replacement, repair and addition to the capital assets of the Homeowners Association as determined solely by the Board of Directors.

The budgets may but shall not be required to establish a reserve fund (as described in Section 5 of this Article).

In the event the Board of Directors fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, from the beginning of the year to the date of the next installment payment in the manner determined by the Board of Directors.

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The Homeowners Association, acting on behalf of its members, shall have the power to bid for any Lot against which the Homeowners Association's claim of lien is being foreclosed at the foreclosure sale and to acquire and hold, lease, mortgage, and convey the same, without any need for consent from the members, or any third party. During the period in which a Lot is owned by the Homeowners Association following acquisition by foreclosure sale: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessments, its equal pro rata share of the Assessments that would have been charged against such Lot had it not been acquired by the Homeowners Association.

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Section 6. <u>Subordination of the Lien to First Mortgages</u>. The lien of all of Assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) as provided herein, shall be subordinate to the lien of any first Mortgage upon any Lot held by a mortgagee, provided that the first Mortgage was recorded prior to the claim of lien. The sale or transfer of any Lot shall not affect the validity of any lien for Assessments. However, the sale or transfer of any Lot pursuant to judicial or non-judicial foreclosure or transfer of title by deed in lieu of foreclosure of any first Mortgage shall extinguish the lien for such Assessments as to payments which became due prior to such sale or transfer. The extinguishment of the lien shall not relieve the Owner from personal liability for amounts owed to the Homeowners Association. No sale or transfer shall relieve the Lot from lien rights for any Assessments thereafter becoming due. Any such unpaid share of Assessments shall be deemed to be Common Expenses collectible from all Lots, including the Lot so acquired.

Section 7. <u>Use of Assessments.</u> Funds generated by one (1) type of Assessment shall not be used for expenses for which another type of Assessment is levied.

ARTICLE XI Use Restrictions

The Lots shall be used only for residential purposes permitted by applicable zoning ordinances.

ARTICLE XII General Provisions/Amendments.

Duration of Covenants. The covenants, conditions and restrictions of this Section 1. Declaration shall run with the land and shall bind the Owners, their respective legal representatives, heirs, successors and assigns, and shall inure to the benefit of and be enforceable by the Homeowners Association, and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recordation of the Declaration. Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, all of the Owners, at a duly held meeting, vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Owners vote to terminate this Declaration, the President and Secretary of the Homeowners Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Homeowners Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of Monroe County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. However, nothing in this Declaration shall be construed to permit termination of any easement or dedication created in this Declaration without the consent of the holder of such easement or dedication. In the event of termination, dissolution or final liquidation of the Homeowners Association, the responsibility for the operation and maintenance of the Association Common Area, shall be transferred to and accepted by the applicable Owner holding title to that portion of said Common Area, prior to such termination, dissolution or liquidation

Section 2. <u>Proposal</u>. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition signed by at least one of the Owners. If by petition, the proposed amendments must be submitted to a vote of the Owners not later than the next annual meeting.

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- Section 3. <u>Vote Required</u>. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended by an affirmative vote of all of the Members at any annual or special meeting, provided that the text of each proposed amendment has been given to the Members with notice of the meeting.
- Section 4. <u>Certificate: Recording.</u> A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page (or instrument number) of the Public Records where the Declaration is recorded, and shall be executed by the President or Vice President of the Homeowners Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Public Records of Monroe County, Florida.
- Section 5. <u>Severability</u>. Invalidation shall in no way affect any other provisions, which shall remain in full force and effect.
- Section 6. Notice of Transfer of Lot. In the event that any Owner desires to sell or otherwise transfer title of his or her Lot, such Owner shall give the Board of Directors at least twenty (20) days' prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors and any overdue Assessments are paid in full, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Lot, including payment of all Assessments, notwithstanding the transfer of title to the Lot. The Owner of a Lot shall be responsible for providing copies of the Governing Documents to the transferee.
- Section 7. <u>Construction</u>. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the purposes set forth herein.
- Section 8. Grant of Encroachment Easements. In the event that any improvement located on one Lot encroaches upon another, as a result of minor engineering variances, or as a result of construction, reconstruction, repair, shifting, settlement or movement of any improvement or portion of the Property, there shall exist a valid easement for minor encroachment and for the maintenance of same, so long as the minor encroachment exists. The Owner of each Lot on which improvements are constructed along or adjacent to such Lot line shall have an easement appurtenant to such Lot over the Lot line to and over the adjacent Lot, for the purposes of accommodating any natural movement or settling of any improvement located on such Lot, any encroachment of such improvement due to minor engineering or construction variances, any encroachment of walls and architectural features comprising parts of the original construction of any improvement located on such Lot, and for maintenance thereof. The foregoing notwithstanding, no Owner shall have any easement for an encroachment resulting from the willful misconduct of such Owner.

ARTICLE XIII Mortgage Provisions

The following provisions are for the benefit of holders of first mortgages on Lots. The provisions of this Article apply to both this Declaration and to the Bylaws notwithstanding any other provisions contained therein.

Section 1. <u>Notice of Action</u>. A first mortgagee who provides written request to the Homeowners Association (such request to state the name and address of such holder, insurer, or guarantor

and the Lot number, therefore becoming an "Eligible Holder"), will be entitled to timely written notice of (a) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such Eligible Holder; (b) any delinquency in the payment of Assessments or charges owed by a Owner of a Lot subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Homeowners Association of any default in the performance by a Owner of any obligation under the Governing Documents which is not cured within sixty (60) days; (c) any lapse, cancellation, or material modification of any insurance policy maintained by the Homeowners Association; or (d) any proposed action which would require the consent of a specified percentage of Eligible Holders.

- Section 2. <u>Notice to Homeowners Association</u>. Upon request, each Owner shall be obligated to furnish to the Homeowners Association the name and address of the holder of any mortgage encumbering such Owner's Lot.
- Section 3. Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board of Directors to respond to or consent to any action shall be deemed to have approved such action if the Homeowners Association does not receive a written response from the mortgagee within thirty (30) days of the date of mailing of the Homeowners Association's request. Provided, however, that no mortgagee shall be required to collect any delinquent Assessments charged against a particular Lot.

ARTICLE XIV Enforcement of Governing Documents

Every Owner and the Owner's family members, tenants, guests and invitees shall at all times comply with all the covenants, conditions and restrictions of the Governing Documents. An Owner shall be liable for the actions of his family members, tenants, guests and invitees. Violations of the Governing Documents shall be reported to the Homeowners Association, preferably in writing. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Homeowners Association (except in the case of an emergency) shall give the alleged violator written notice of the alleged violation, and the violator shall be given a reasonable opportunity to cure the violation. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors, whose interpretation of the Governing Documents and/or whose remedial action shall control. If any Person subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Homeowners Association and the Owners shall have the ability to take any action to compel compliance as set forth below.

Section 1. <u>Legal Action</u>. Judicial enforcement of the covenants and restrictions shall be by any proceeding at law or in equity, or both against any Person violating or attempting to violate any covenant or restriction, to restrain violation and/or to recover damages, or legal proceedings against the Lot to enforce any lien created by these covenants; and failure by the Homeowners Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If such action is instituted by the Homeowners Association or by a Owner, the prevailing party shall, in addition to obtaining injunctive relief and/or damages, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents, including those on appeal. Pursuant to Section 720.311 of the Act, at any time after the filing of a complaint in a court of competent jurisdiction, relating to a dispute under the Act, the court may order that the parties enter mediation or arbitration procedures. Certain disputes must be submitted to dispute resolution procedures conducted by the Division of Florida

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Land Sales, Condominiums and Mobile Homes ("Division") as more particularly set forth in Section 720.311 of the Act.

Entry by Homeowners Association. Violation of any conditions or restrictions, or Section 2. breach of any covenant, herein contained or in any of the Governing Documents, shall also give each Owner, its successors and assigns, and/or the Homeowners Association and their authorized agents, in addition to all other remedies, the right to enter upon the Lot where such violation or breach exists and in the event of an emergency, summarily abate and remove, at the expense of the Owner, any construction or other violation that may be or exist thereon. The Owner, its successors and assigns and/or the Homeowners Association, and their authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

IN WITNESS WHEREOF, the Owners do hereby execute this Declaration of Covenants,

Conditions and Restrictions through its undersigned, September, 2014.	duly authorized officer, on this 26 day of
Signed, sealed and delivered in the presence of:	KW PROPERTIES, LLC, a Florida limited liability company By: Day als Budd
Witness #1 CHRISTINE M. FLACE Witness printed name Callon M. Meeller Witness #2	David G. Budd, as Assistant Manager
Colleen M. Mueller Witness printed name	
STATE OF FLORIDA	
COUNTY OF COLLIER	
instrument was acknowledged before me by David G. B. LLC, a Florida limited liability company, who is either identification:	
COLLEEN M. MUELLER MY COMMISSION # EE 102641 EXPIRES: June 17, 2015 Bonded Thru Notary Public Underwriters	Notary Public State of Notary printed name My Commission Expires:

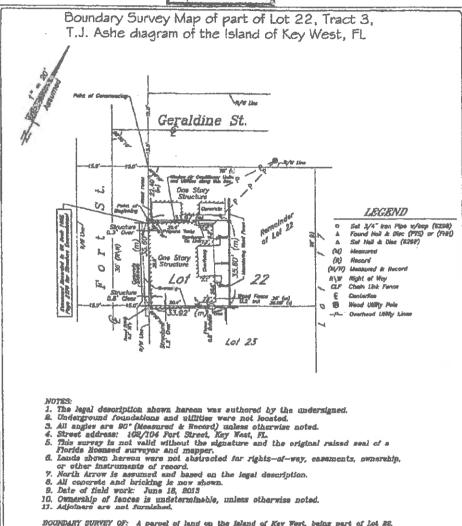
Doc# 1999814 Bk# 2705 Pg# 1655

Signed, sealed and delivered in the presence of:	WEST COAST HANGARS, INC. a Florida corporation
Witness #1 HASTINE M. FENCE	By: David G. Budd, as Vice President
Witness printed name College M. Mueller Witness #2 College M. Mueller Witness printed name	
STATE OF FLORIDA	
COUNTY OF COLLIER	
instrument was acknowledged before me by D. Inc., a Florida corporation, who is either M.per.	Aday of September, 2014, that the foregoing david G. Budd, as Vice President of West Coast Hangars, sonally known to me or [] who produced as identification:, and who signed on behalf of the corporation.
COLLEEN M. MUELLER Any Commission # EE 102641 EXPIRES: June 17, 2015 Bonded Thru Notary Public Underwriters	Notary Public (SEAL) Notary printed name My Commission Expires:

Doc# 1999814 Bk# 2705 Pg# 1656

LIST OF EXHIBITS

Exhibit	Description
A-1	Legal Description of KW property
A-2	Legal Description of West Coast property
A-3	Graphic depiction of Common Area
В	Articles of Incorporation
С	Bylaws



BOUNDARY SURVEY OF: A parcel of land on the Island of Key Vest, being part of lot 22, in Tract 3 according to a diagram by T.I. Ashe and recorded in Mource County, Florida Public Recards in Deed Book T. Page 77, said parcel being more particularly described meter and bounds as follows: COMMINICS at the intersection of the Northesteristy right of vay line of Earl-dine Street, said petit also being the Northesterity carrier of the said Let 28, and run thatnes Southesterity along the Northesterity right of vay line of Fort Street for a distance of Southesterity along the Northesterity right of vay line of Fort Street for a distance of 22.40 feet to the Paint of Beginning; thence continue along the previously described course for a distance of 35.80 feet to the Southesstery corner of the said Lot 22; thence for a distance of 35.80 feet in the Southesterity and at right angles for a distance of 35.80 feet; thence Southesterity and at right angles for a distance of 35.80 feet; thence Southesterity and at right angles and along a line parallel to the Southesterity right of way line of the said Geraldine Street for a distance of 33.87 feet back to the Point of Beginning.

BOUNDARY SURVEY FOR: KW Properties LLC;

J. LYNN O'YLYNN, INC.

J. Lynn O'Tlynn, PSM Floride Reg. #6298 THIS SURVEY IS NOT ASSIGNABLE

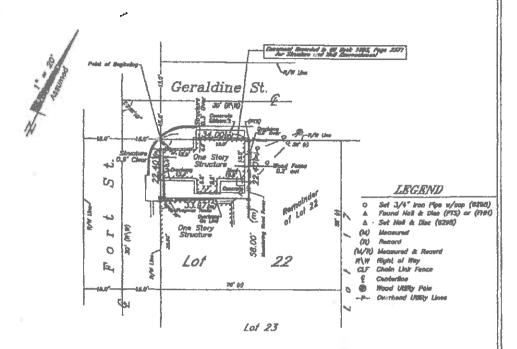
June 19, 2019

J. LYNN O'FLYNN, Inc.

Professional Services & Suppose
Tests reads
3,230 Date Ave., Not Virg. 7, 133040
(200) 280-1027 @94 (200) 280-2944

EXHIBIT

Boundary Survey Map of part of Lot 22, Tract 3, T.J. Ashe diagram of the Island of Key West, FL



NOTES

NOTES:
1. The legal description shown hereon was authored by the undersigned.
2. Underground foundations and utilities were not located.
3. All angles are 90° (Measured & Record) unless otherwise noted.
4. Street address: 100 Geraldine Street, Key West, FL.
5. This survey is not valid without the aignature and the original raised seal of a florida Normed Street and The Street Normed Street Stre

5. This survey is not valid without the signature and the original raised seal of a Florida Recursed surveyor and mapper.

6. Lands shown hereon were not abstracted for rights—of—way, easements, ownership, or other instruments of record.

7. North Arrow is assumed and based on the legal description.

8. All concrete and bricking is not shown.

9. Date of field work: June 18, 2013

10. Ownership of fences is undeterminable, unless otherwise noted.

11. Adjoiners are not furnished.

BOUNDARY SURVEY OF: A percel of land on the Island of Key West, being part of Lot 22, in Truct 3 according to a diagram by T.J. Lake and recorded in Hourse County, Florida Public Records in Deed Book 7°, Pegs 77, said percet being more particularly described by meter and bounds are follows: BERN at the intersection of the Northesstarly right of way line of first Sirest with the Southesstarly right of way line of the Northesstarly corner of the said Lot 22, and run thence Northesstarly along the Scuthesstarly right of way line of the said fortaldine Street for a distance of 34.00 feet; thence Southesstarly right angles for a distance of 22.40 feet; thence Southesstarly and at right angles for a distance of 23.07 feet to the Northesstarly right of way line of the said Fort Street for a distance of 22.40 feet back to the Point of Beginning.

ROUNDARY SURVEY FOR: KW Properties LLC; Chicago Title Insurance Company; Grant Fridkin Pearson, P.A.;

J. LYJEN, O'PLYNIN, INC.

J. Lyrin O'Flynn, PSM Florida Reg. \$6298

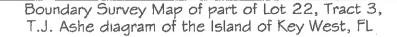
June 19, 2015 Recertified July 26, 2013

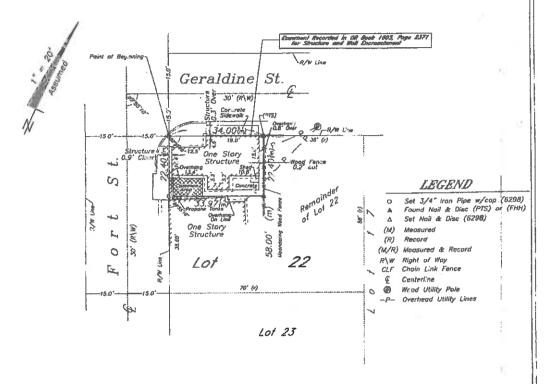
THIS SURVEY DO MOT

BUB

J. LYNN O'FLYNN, Inc. ned Burrenyer & Merppe

3439 Duck Are., Key West, FL 53040





NOTES:

1. The legal description shown hereon was authored by the undersigned.

2. Underground foundations and utilities were not located.

3. All angles are 90° (Measured & Record) unless otherwise noted.

4. Street address: 100 Geraldine Street, Key West, FL.

5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.

7. North Arrow is assumed and based on the legal description.

8. All concrete and bricking is not shown.

9. Date of field work: June 18, 2013

10. Ownership of fances is undeterminable, unless otherwise noted.

11. Adjoiners are not furnished.

BOUNDARY SURVEY OF: A parcel of land on the Island of Key West, being part of Lot 22, in Tract 3 according to a diagram by T.J. Ashe and recorded in Monroe County, Ficrida Public Records in Deed Book T. Page 77, said parcel being more particularly described by metes and bounds as follows: BEGIN at the intersection of the Northeasterly right of way line of Fort Street with the Southeasterly right of way line of Geraldine Street, said point also being the Northwesterly corner of the said Lot 22, and run thence Northeasterly along the Southeasterly right of way line of the said Geraldine Street for a distance of 34.00 feet; thence Southeasterly at right angles for a distance of 32.40 feet; thence Southwesterly and at right angles for a distance of 33.97 feet to the Northeasterly right of way line of the said Fort Street; thence Northwesterly and along the said Northeasterly right of way line of the said Fort Street for a distance of 22.40 feet back to the Point of Beginning.

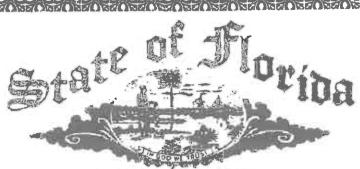
KW Properties LLC; Chicago Title Insurance Company; Grant Fridkin Pearson, P.A.; BOUNDARY SURVEY FOR:

NNO'FLYNN, INC.

O'Flynn, PSM De Reg. #6298

THIS SURVEY IS NOT **ASSIGNABLE**

June 19, 2013 Recertified July 26, 2013
Revised to add common area 4/25/14 J. LYNN O'FLYNN, Inc.



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of GERALDINE AND FORT HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on September 3, 2014, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H14000206448. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N14000008180.

Authentication Code: 014A00018904-090414-N14000008180-1/1



Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Fourth day of September, 2014

> Ken Deizner Secretary of State

Doc# 1999814 Bk# 2705 Pg# 1661



September 4, 2014

FLORIDA DEPARTMENT OF STATE
Division of Corporations

GERALDINE AND FORT HOMEOWNERS ASSOCIATION, INC. 100 GERALDINE STREET KEY WEST, FL 33040

The Articles of Incorporation for GERALDINE AND FORT HOMEOWNERS ASSOCIATION, INC. were filed on September 3, 2014, and assigned document number N14000008180. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H14000206448.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

https://sa.www4.irs.gov/modiein/individual/index.jsp.

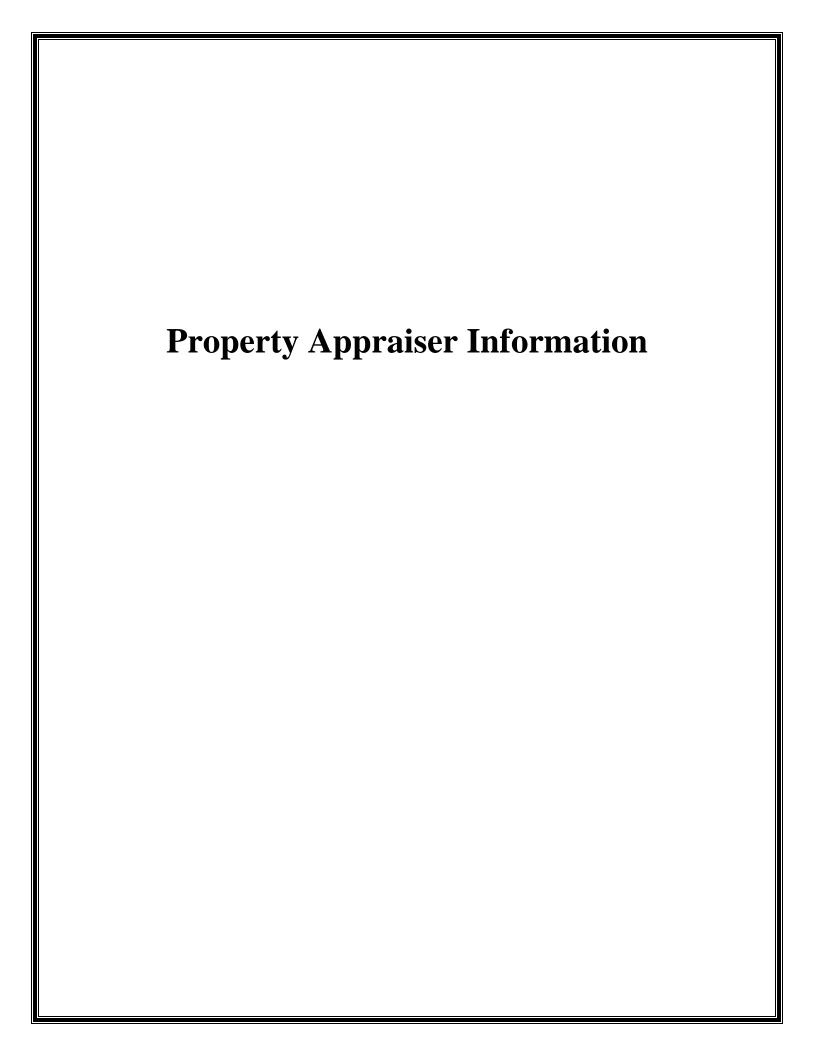
Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

Valerie Herring Regulatory Specialist II New Filings Section Division of Corporations

Letter Number: 014A00018904

P.O BOX 6327 - Tailahassee, Florida 32314





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.

Alternate Key: 8950041 Parcel ID: 00013980-000100

Ownership Details

Mailing Address: KW PROPERTIES LLC PO BOX 1099 SANTA MONICA, CA 90406-1099

Property Details

PC Code: 08 - MULTI FAMILY LESS THAN 10UNITS

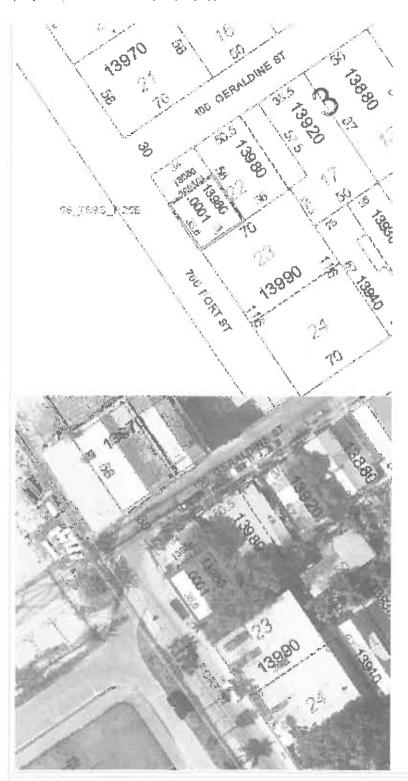
Millage Group: 11KW Affordable Housing: No Section-Township-Range: 06-68-25

Property Location: 717 FORT ST KEY WEST

Legal Description: KW PT LOT 22 SQR 3 TR 3 OR1582-291/295(RES NO 99-181) OR1582-296(RES NO 99-180) OR1603-

2369/71 OR1748-1301/05

Click Map Image to open interactive viewer



Land Details

Land Use Ccde	Frontage	Depth	Land Area
010D - RESIDENTIAL DRY	36	34	1,210.00 SF

Building Summary

Number of Buildings: 1 Number of Commercial Buildings: 0 Total Living Area: 720

Year Built: 1933

Building 2 Details

Building Type R2 Effective Age 25 Year Built 1933 Functional Obs 0 Condition Previmeter 112
Special Arch 0
Economic Obs 0

Quality Grade 450 Depreciation % 32 Grnd Floor Area 720

Inclusions:

R2 includes 2 3-fixture baths and 2 kitchens.

Roof Type GABLE/HIP Heat 1 NONE

Heat Src 1 NONE

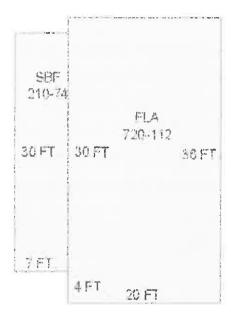
Roof Cover METAL Heat 2 NONE Heat Src 2 NONE Foundation WD CONC PADS

Bedrooms 1

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
The state of passage and a state of the state of	1:WD	makes the part of the second o	, g. g. fre in alge a re-rangel fre	ele de la company de la co	Market and Service on the second service of	an ang ang ang ang ang ang ang ang ang a	

	1	FLA	FRAME/COMPOSITE	1	1993	Ν	N	0.00	0.00	720
1										
	2	SBF		1	1993	N	N	0.00	0.00	210

Misc Improvement Details

Nbr	Туре	# Units	Length	Width	Year Built	Roll Year	Grade	Life
2	AC2:WALL AIR COND	2 UT	0	0	1974	1975	2	20
3	FN2:FENCES	216 SF	36	6	1974	1975	1	30
4	FN2:FENCES	4 SF	1	4	1974	1975	1	30

Appraiser Notes

2009-03-27 BLDG #1 FRONTAGE IS 100 GERALDINE ST, BLDG#2 IS 100 - 102 FRONT ST.DKRAUSE

717 FORT STREET TPP8972910-RENTAL

PER OR2644-1163, 100 GERALDINE ST SOLD, SPLIT 762 SQ FT FROM THIS PARCEL, TRANSFER TO NEW PARCEL RE00013980-000101; AK9102040; DONE FOR THE 2013 TAX ROLL.

Building Permits

Bldg	Number	Date Issued	Date Completed	Amount	Description	Notes
1	07-3670	07/27/2007	02/19/2008	5,120	The second secon	VCRIMP INSTALL 11SQRS
1	13-0603	02/19/2013	01/14/2014	25,000	Residential	EXTERIOR: REPAIR 40 SF OF SIDING, PAINT BODY OF HOUSE EXTRA WHITE & TRIM N GREY INSTALL (2) 4 PANEL ENTRY DOORS, REPAIR REPLACE DRYWALL & TRIM WHERE NEEDED. REPLACE KITCHEN BASE CABINETS AND TOP. INSTALL VINYL FLOOR THROUGHOUT, CLOSET DOORS, REPAIR/REPLACE TILE IN TUB AREA. REMOVE EXISTING FENCE & INSTALL 6' GATE (PICKET), PAINT ALL WALLS CEILING & TRIM
1	13-0890	03/11/2013	01/14/2014	15,000	Residential	PAINT BODY OF HOUSE. PAINT TRIM. REPLACE 150 SQ. FT NOVELTY SIDING. REPLACE 200 L.F. OF 1 X 4 TRIM. INTERIOR: REPLACE KITCHEN CABINETS, INSTALL TWO DOORS. REPAIRMEPLACE TRIM, DAMAGED DRYWALL, INSTALL CERAMIC TILE IN SHOWER. PAINT ALL WALLS, CEILINGS, & TRIM. INSTALL VINYL TILE ON ALL FLOORS.
4	13-1091	03/21/2013	01/14/2014	450	Residential	REPLACING OF EXISTING SWITCHES, 6 GFI RECEPT. RECEPTACLES & LIGHT FIXTURES
1	13-1304	04/09/2013	01/14/2014	400	Commercial	REPLACING OF EXISTING SWITCHES RECEPTACLES WINEW DEVICES. REPLACING OF LIGHT FIXTURES.
1	0002941	09/22/2000	11/08/2000	10,000		INTERIOR WORK/RENOVATIONS

Parcel Value History

View Taxes for this Parcel.

Roll Total Bldg Total Misc Total Land Total Just (Market) Total Assessed School Exempt School Taxable

Year	Value	Improvement Value	Value	Value	Value	Value	Value
2014	71,938	576	106,913	179,427	164,983	0	179,427
2013	58,659	576	90,750	149,985	149,985	0	149,985
2012	101,808	512	104,428	206,748	206,748	0	206,748
2011	102,452	512	104,364	207,328	207,328	0	207,328
2010	103,354	512	86,266	190,132	190,132	0	190,132
2009	115,276	512	161,182	276,970	276,970	0	276,970
2003	97,326	512	179,452	277,290	277,290	0	277,290
2007	134,726	512	197,200	332,438	332,438	0	332,438
2006	198,741	512	167,620	363,873	366,873	0	366,873
2005	174,683	512	138,040	313,235	313,235	0	313,235
2004	143,868	512	98,600	242,980	242,980	0	242,980
2003	105,503	512	47,328	153,343	153,343	0	153,343
2002	90,883	512	34,510	125,905	125,905	0	125,905
2001	82,781	512	34,510	117,803	117,803	O The contract of the contract	117,803
2000	75,393	O	23,654	99,057	99,057	0	99,057

Parcel Sales History

Sale Date	Official Records Book/Page	Price	instrument	Qualification
11/3/1999	1603 / 2369	1	WD	<u>M</u>

This page has been visited 471,270 times.

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

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 - Website tested on IE8, IE9, & Firefox.

Waps are now launching the new map application of IE8, IE9, & Firefox.

10.3 or higher

Alternate Key: 9102040 Parcel ID: 00013980-000101

Ownership Details

Mailing Address: WEST COAST HANGARS INC C/O BUDD DAVID G 5551 RIDGEWOOD DR STE 501 NAPLES, FL 34108-2719

Property Details

PC Code: 01 - SINGLE FAMILY

Millage Group: 11KW Affordable Housing: No Section-Township-Range: 06-68-25

Property Location: 100 GERALDINE ST KEY WEST

Legal Description: KW PT LOT 22 SQR 3 TR 3 OR1582-291/95(RES NO 99-181) OR1582-296(RES NO 99-180) OR1603-

2369/71 OR1748-1301/05 OR2644-1163/65

Click Map Image to open interactive viewer



Land Details

١	Land Use Code	Frontage	Depth	Land Area
	010D - RESIDENTIAL DRY	34	22	762.00 SF

Building Summary

Number of Buildings: 1 Number of Commercial Buildings: 0 Total Living Area: 445

Year Built: 1933

Building 1 Details

Building Type R1 Effective Age 27 Condition P Perimeter 102

Quality Grade 450 Depreciation % 33

Year Built 1933 Functional Obs 0

Special Arch 0 Economic Obs 0

Grnd Floor Area 445

inclusions:

R1 includes 1 3-fixture bath and 1 kitchen.

Roof Type GABLE/HIP

Roof Cover METAL Heat 2

Foundation WD CONC PADS Bedrooms 1

Heat 1 Heat Src 1

Heat Src 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

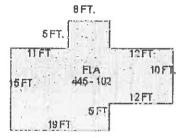
Vacuum 0 Garbage Disposal 0

Compactor 0

Security 0 intercom 0

Fireplaces 0

Dishwasher 0



Sections:

Nbr Type	Ext Wall	# Stories	Year Built A	ttic A/C Basement % Finished Basement % Area
0 FLA 1	:WD FRAME/COMPOSITE	1	1933	445

Misc Improvement Details

Nbr	Туре	# Units	Length	Width	Year Built	Roll Year	Grade	Life
1	FN2:FENCES	132 SF	22	6	1974	1975	1	30
2	FN2:FENCES	32 SF	8	4	1974	1975	1	30

Appraiser Notes

PER OR2644-1163, 100 GERALDINE ST SOLD, SPLIT 762 SQ FT FROM RE00013980-000100; AK8950041; DONE FOR THE 2013 TAX ROLL.

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
2013	43,149	132	57,150	100,431	100,431	0	100,431

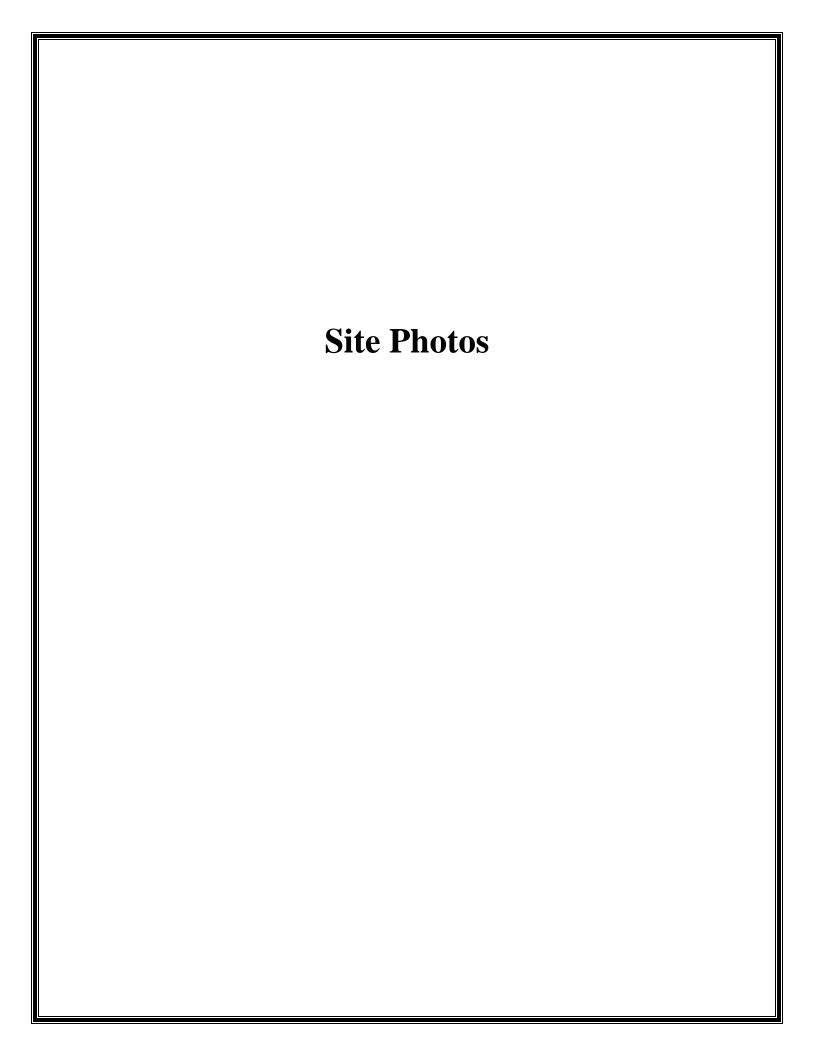
Parcel Sales History

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
8/8/2013	2644 / 1163	150,000	WD	99
				

This page has been visited 136,611 times.

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



For4 St.
(100 Geraldine St. in pareground)





717 Fort St., S'ly boundary

