

This Instrument Prepared By
And Return to:
Debbie Swift-Batty
201 Front Street, Ste. 301
Key West, Florida 33040

Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

**FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM ESTABLISHING KEY COVE LANDINGS
CONDOMINIUM**

THIS FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM ESTABLISHING KEY COVE LANDINGS CONDOMINIUM ("this First Amendment") is made this 6th day of May, 2019, by KEY COVE LANDINGS, LLC, a Florida limited liability company ("Developer") with the joinder and consent of KEY COVE LANDINGS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Developer submitted to condominium ownership the Condominium Property situate in the County of Monroe, State of Florida, as more particularly described in that certain Declaration of Condominium Establishing Key Cove Landings Condominium (the "Declaration"), as recorded in Official Records Book 2320 at Page 427, of the Public Records of Monroe County, Florida; and

WHEREAS, this First Amendment is pursuant to and in compliance with terms and conditions of the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby amends the Declaration as hereinafter set forth.

1. Unless otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have ascribed to them the definitions as set forth in the Declaration and all references to Articles and Sections refer to Articles and Sections within the Declaration.
2. Article V, Section L is amended by the deletion (noted by strike-throughs) and insertions (noted by underlining) as set forth below:

L. Leases. Each Parcel shall be leasable, in whole but not in part, without the consent of the Association. Unless prohibited ~~Whether or not permitted~~ by governmental authorities having jurisdiction over the project, transient rentals of less than twenty-eight (28) days shall be permitted, subject to the following requirements ("Transient Rental") ~~: prohibited~~.

1. Any Parcel Owner who wants to rent their Parcel for periods of less than twenty-eight (28) days (a "Transient Parcel") shall obtain an Association Transient Rental Permit as provided herein (a "Transient Rental Permit"). Every Transient Parcel

shall provide for (24) hour management or supervision. To meet the management or supervision requirement, a designated individual(s) must be physically located within five (5) miles of the Transient Parcel, and must be available at all times to respond to complaints made against the Transient Parcel and/or its occupants (the "Transient Rental Manager). The Parcel Owner or Transient Rental Manager shall follow the procedures set forth below in response to any complaints received for a Transient Parcel or its occupant/tenants/lessees.

2. The Transient Rental Manager shall be: (i) the designated contact for responding to complaints made against the Transient Parcel and/or its occupants; and (ii) responsible for maintaining the guest register, leases, and official complaint response records for the Transient Parcel as required by this First Amendment.

3. To obtain a Transient Rental Permit for a Parcel, the Parcel Owner shall submit a completed Transient Permit Application on a form prescribed by the Board ("Application") along with the payment of a nonrefundable application and initial Transient Rental Permit fee in the amount of \$200.00. The initial term of the Transient Rental Permit shall begin on the date that the application is approved and the Transient Rental Permit is issued by the Association, and shall expire on December 31st of that year (there shall be no proration of this fee). Thereafter, on January 1 of each subsequent year, provided the Parcel Owner wants to continue to lease their Parcel for periods of less than twenty-eight days, and provided there have been no violations of the Declaration, this First Amendment, and/or the Rules and Regulations against the Parcel and/or Parcel Owner, the Parcel Owner shall submit a request for renewal of their Transient Rental Permit along with the payment of the annual Association Transient Rental Permit Fee in the amount of \$200.00 to the Association. Each renewal of Transient Rental Permit issued shall expire on December 31st of the year in which it was issued; this annual fee shall not be prorated should a request for renewal be submitted after January 1st of any given year. The annual Transient Rental Permit Fee may be amended from time to time by the Board, but the annual fee shall not exceed \$600.00 per year without the consent of two-thirds of the Members of the Association. In addition to information that the Board proscribes for the Transient Rental Permit Application, the following shall be included:

(a) The complete legal description and street address of the Transient Parcel.

(b) The name, address and telephone number of each and every person or entity with an ownership interest in the Transient Parcel, including a copy of proof of ownership.

(c) An approved Florida Department of Business and Professional Regulation License and/or State Department of Health inspection or certification for use of the Parcel as a transient rental unit, as is applicable, copies of which shall be submitted with the Application.

(d) A valid and current Florida Department of Revenue sales tax identification number under F.S. Ch. 212 (Florida Tax and Revenue Act), and a valid permit, license or other approval of the City of Key West permitting the Parcel to license for transient rental, along with any

applicable permit or approval as may be required under F.S. Ch. 509 (Public Lodging Establishments), providing a copy of any verifying documentation with the Application.

(e) The name, address, and telephone number of the Transient Rental Manager, including a license number, if applicable.

(f) The Parcel Owner shall sign a written statement granting the Association authorization to inspect the Transient Parcel at any time after issuance of a Transient Rental Permit in order to verify compliance with the requirements of this First Amendment, the Declaration, and the Rules and Regulations for transient rentals. This authorization shall also include the right to inspect the premises in the event that a complaint has been.

(g) The application shall bear the signature of all Parcel Owner(s), any authorized agent(s) and the Transient Rental Manager for the Parcel Owner.

(h) Any additional information required for a Parcel Owner to comply with this First Amendment.

4. In addition to the Rules and Regulations of the Association, all Transient Parcels, and any occupants/tenants/lessees shall comply with the following additional rules and regulations at all times:

(a) No motorized watercraft, including a jèt ski or wave runner, shall be allowed.

(b) Vehicles shall not be placed on the streets or in yards. All vehicles must be parked or stored off-street in parking spaces specifically designated and approved by the Association. No boats and/or trailers are permitted within the Condominium Property.

(c) Occupants/Tenants/Lessees of the Parcel Owner shall be prohibited from making excessive or boisterous noise in or about any Transient Parcel at all times. Noise, which is audible beyond the boundaries of the residential Transient Parcel, shall be prohibited between the hours of 10:00 p.m. and 8:00 a.m. weekdays and 11:00 p.m. and 9:00 a.m. on weekends.

(d) Parcel Owners must post, and any occupants/tenants/lessees of Parcel Owner must comply with, all trash and recycling schedules and requirements applicable to the Transient Parcel. Trash containers must not be placed by the street for pick-up until 6:00 p.m. the night before pick-up and must be removed from the area by the street by 6:00 p.m. the next day. The Parcel Owner is responsible for including in their lease, or posting in the Transient Parcel the garbage pick-up day.

5. The Parcel Owner shall include in any lease or other written agreement with an occupant/tenant/lessee a copy of the Rules and Regulations of the Association, including the additional rules and regulations set forth in this First Amendment for Transient Parcels, and any applicable provisions of the Declaration. In addition, every

Transient Parcel shall have a copy of the Rules and Regulations of the Association, including the additional rules and regulations set forth in this First Amendment for Transient Parcels, and any applicable provisions of the Declaration, prominently posted within each Transient Parcel, along with the warning that should there be a complaint lodged against a Transient Parcel and/or its occupants/tenants/lessees, for violation of these rules and regulations, that a finding of violation by the Association could result in a violation of the Rules and Regulations of the Condominium, and subject the Parcel Owner to fines, costs and legal fees as provided in Article XII, Section F of the Declaration, and could result in the revocation of the Parcel Owner's Transient Rental Permit.

6. The Parcel Owner or Transient Rental Manager shall require that a written lease be executed with each transient rental of the Transient Parcel, and a guest and vehicle register ("Register") documenting all transient rental occupants' names, home addresses, telephone number(s) where they can be contacted during their transient rental stay, any vehicle license plates. Each lease or other written transient rental agreement and this Register shall be kept by the Parcel Owner or applicable Transient Rental Manager and available for inspection by the Association during business hours.

7. Transient Dwellings must be registered, licensed and meet all applicable requirements of the City of Key West, County of Monroe, and any State requirements contained in F.S. Ch. 212 (Florida Tax & Revenue Act) and 509 (Public Lodging Establishments) as implemented by the Florida Administrative Code, as may be amended.

8. The name, address, and a 24-hour telephone number of the Parcel Owner or Transient Rental Manager shall be posted and visible from the front property line of the Transient Parcel.

9. Complaints to the Parcel Owner or Transient Rental Manager concerning the conduct of, or violations by the occupant/tenants/lessees of a Transient Parcel shall be responded to within one (1) hour. Upon receipt of the complaint, the Parcel Owner or Transient Rental Manager shall contact the person(s) who made the complaint by telephone or in person. Such appropriate action shall be taken by the Parcel Owner or Transient Rental Manager so as to bring resolution and remedy of the complaint, and inform the complainant as to the results of the actions taken. A record shall be kept by the Parcel Owner or Transient Rental Manager of the complaint and the response and action taken, which shall be preserved for a period of at least three (3) months after the incident, and shall be made available to the Association within twenty-four (24) hours of a request.

10. A Transient Rental Permit may be revoked by the Board and/or fines levied against the Parcel Owner of the Transient Parcel pursuant to Article XII, Section F of this Declaration, and as further set forth below, upon a finding of a violation of the terms of this First Amendment, the Declaration, or the Rules and Regulations of the Association, and/or a material misrepresentation on the permit application, after the

Parcel Owner(s) is given notice, and a opportunity to be heard at a hearing is held pursuant to Article XII, Section F of the Declaration. The Board shall have the sole discretion to levy fines, revoke a Transient Rental Permit, or both, upon the finding of violation, except that the revocation of a Transient Rental Permit upon a finding of a violation can only occur by unanimous consent of the Members at a duly called meeting of the Members. If the Board elects to impose a fine, the owner shall be subject to a fine of two hundred fifty dollars (\$250.00) per day per violation for the first offense and five hundred dollars (\$500.00) per day per violation for each subsequent offense. The Association, or any other party adversely affected by a violation of this First Amendment shall be entitled to any other remedies available to the them in law or equity. Attorney's fees and costs incurred in an action to enforce the regulations contained in this First Amendment concerning transient rental use(s) may be awarded to a substantially prevailing party at the discretion of the court.

3. This First Amendment shall be effective as of the recording of this First Amendment in the Public Records of Monroe County, Florida.

IN WITNESS WHEREOF, Key Cove Landings Condominium Association, Inc. has caused this First Amendment to the Declaration to be duly executed this 6th day of May, 2019.

Witnesses:

Print Name:

Hope Casas
HOPE CASAS

Print Name:

Michelle Cates Deal
Michelle Cates Deal

Key Cove Landings Condominium Association, Inc.

By: Edwin O. Swift, III, President

STATE OF FLORIDA)
COUNTY OF MONROE)

BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared **Edwin O. Swift, III as President of Key Cove Landings Condominium Association, Inc.** who is (✓) to me known to be the individuals described in, or () who produced Florida driver's licenses for identification, and () did () did not take an oath.

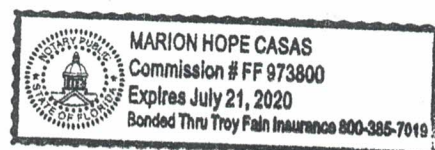
SWORN and subscribed to before me this 6th day of May, 2019.

Marion Hope Casas
Notary Public State of Florida

Print Name: MARION HOPE CASAS

My Commission Expires:

My Commission Number:



IN WITNESS WHEREOF, Key Cove Landings, LLC. has caused this First Amendment to the Declaration to be duly executed this 6th day of May, 2019.

Witnesses:

Print Name:

Hope Casas

Print Name:

Nichelle Cates Deal

KEY COVE LANDINGS, LLC, a Florida limited liability company

[Signature]

STATE OF FLORIDA)
COUNTY OF MONROE)

BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared **Edwin O. Swift, III** as President of KEY COVE LANDINGS, LLC, a Florida limited liability company who is (☒) to me known to be the individuals described in, or () who produced Florida driver's licenses for identification, and () did () did not take an oath.

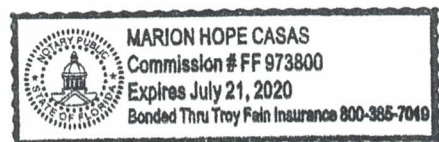
SWORN and subscribed to before me this 6th day of May, 2019.

Notary Public State of Florida

Print Name: MARION HOPE CASAS

My Commission Expires:

My Commission Number:



CONSENT AND JOINDER OF FIRST MORTGAGEE(S)

Subject to the provisions of the Declaration of Condominium Establishing Key Cove Landings, LLC., ("Declaration") with the joinder and consent of Key Cove Landings Condominium Association, Inc., a Florida not-for-profit corporation (the "Association"), as amended from time to time, and pursuant to and in accordance with Article XV(E) of the Declaration, the undersigned hereby acknowledges the following:

- 1) that it has received and reviewed a complete copy of the Declaration, along with a complete copy of the First Amendment to the Declaration of Condominium ("First Amendment"), and
- 2) that the First Amendment has been approved by unanimous consent of the unit owners, and
- 3) that the undersigned agrees that upon execution of this Consent and Joinder Agreement, that the undersigned hereby approves, consents and joins in the filing of the First Amendment.

This Joinder and Consent of Mortgagee(s) is executed at Miami, FL, this 28 day of May, 2019.

City National Bank of Florida

By: Carlos Ramos
Title: SVP

STATE OF Florida
COUNTY OF Miami
Dade

BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared Carlos Ramos, as SVP of City National Bank of Florida, a DL. corporation to me known to be the individuals described in, or who produced DL. for identification, and () did () did not take an oath.

SWORN and subscribed to before me this 28 day of May, 2019.



Lumeey Bakura
Notary Public State of Florida
Print Name:
My Commission Expires
My Commission Number