

Prepared by and return to:

Brett Tyler Smith
Attorney at Law
The Smith Law Firm
509 Whitehead Street
Key West, FL 33040

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DECLARATION
OF
LITTLE CHARLES, A LAND CONDOMINIUM
KEY WEST, FLORIDA

Reel Developers III, LLC, a Florida limited liability company, (hereinafter “Developer” or “Declarant”), as Developer, on this ___ day of April, 2019, does hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes called “this Declaration”), as and for a plan of condominium Unit Ownership for LITTLE CHARLES, A LAND CONDOMINIUM, consisting of real property and improvements thereon as hereinafter described.

1. PURPOSE.

The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use, in the manner provided by Chapter 718, Florida Statutes as it exists on the date of this Declaration (hereinafter referred to as the “Condominium Act”), and the Developer submits the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use.

- 1.1 Name. The name by which this condominium is to be identified is LITTLE CHARLES, A LAND CONDOMINIUM.
- 1.2 Address. The address of this condominium is 713 Whitmarsh Lane, Key West, Monroe County, Florida.
- 1.3 Lands. The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in Monroe County, Florida, described on Exhibit “A,” attached and made a part of this Declaration, which shall be referred to as the “Land.” Said Land shall be subject to conditions, restrictions, limitations, easements and reservations of record as provided in this Declaration.
- 1.4 Covenants with the Land. All provisions of this Declaration shall be construed to be perpetual covenants running with the Land, and every condominium parcel owner and claimant of the land or any part or interest, and their heirs, executors and administrators, successors and assigns, shall be bound by all of the provisions of this

Declaration, unless this Declaration shall be terminated pursuant to the Condominium Act. Both the burdens imposed and the benefits shall run with each condominium parcel as herein defined.

1.5 Restrictions. The units in this Condominium are restricted for residential use.

2. DEFINITIONS.

The terms used in this Declaration and in the Articles of Incorporation and Bylaws of LITTLE CHARLES CONDOMINIUM ASSOCIATION, INC. shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

- 2.1 Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the Unit Owner.
- 2.2 Association means the corporate entity responsible for the operation of a condominium.
- 2.3 Board of Administration means the Board of Directors or other representative body responsible for administration of the Association.
- 2.4 By-Laws mean the by-laws of the Association existing from time to time.
- 2.5 Common Elements include within its meaning the following:
- 2.5.1 The Condominium Property which is not included within the Units.
- 2.5.2 As this is a land condominium, the condominium will have no Common Elements.
- 2.6 Common Expenses means all expenses and assessments properly incurred by the Association for the condominium.
- 2.7 Common Surplus means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the common Expenses.
- 2.8 Condominium means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of Units that may be owned by one (1) or more persons,.
- 2.9 Condominium Parcel means a Unit.

- 2.10 **Condominium Property** means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- 2.11 **Declaration** or Declaration of Condominium means the instrument or instruments by which the Condominium is created, as they are from time to time amended.
- 2.12 **Developer** means the entity which creates the condominium or offers Condominium Parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee or a Unit Owner. The Developer of this Condominium means and is Reel Developers III, LLC, a Florida limited liability company its successors and assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such a partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
- 2.13 **Homeowners' Association** shall mean LITTLE CHARLES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation ("Little Charles Condo Association" or "Association").
- 2.14 **Institutional Mortgagee** shall mean and refer to one or more commercial or savings banks, savings and loan associations, mortgage companies, insurance companies, holding companies, pension funds, or business trusts including but not limited to real estate investment trusts, and any other lender engaged in financing the purchase, construction, or improvement of real estate, or any assignee of loans made by such lender, or any private or governmental institution which has insured the loan of the lender or any combination of the foregoing entities, to include without limitation, an agency or the United States Government, Federal National Mortgage Association (FNKA), Governmental National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation, the Administrator of the Veterans Administration or other similar insurers and guarantors of mortgages, or other lender generally recognized as an institutional-type lender, or the Developer, holding a mortgage on any of the property or the Units, and insurers or guarantors of same. This will also include the successors and/or assigns of the above entities.
- 2.15 **Limited Common Elements** means those Common Elements which are reserved for the use of certain Condominium Unit or Units to the exclusion of other Units, as specified in the Declaration of condominium.
- 2.16 **Operation** or "Operation of the Condominium" includes the administration and management of the Condominium Property.

- 2.17 **Unit** means a part of the Condominium Property which is subject to exclusive ownership, as specified in the Declaration of Condominium.
- 2.18 **Unit Owner** or “Owner of a Unit” means the owner of a Condominium Parcel.
- 2.19 **Utility Services** as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and all exhibits attached thereto, shall include, but not be limited to, electric power, gas, water, garbage and sewage disposal and other required services imposed by governmental authorities.

3. DEVELOPMENT PLANS

- 3.1 **Improvements.** Annexed hereto and made a part hereof as Exhibit A is the survey and site plan and graphic descriptions of all Units, including their identification number, locations and dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference.
- 3.2 **Plot Plan.** A survey and plot plan of the Lands comprising the Condominium are attached hereto as Exhibit A.
- 3.3 **Phase Development Plan.** This Condominium is not a phase condominium project pursuant to Section 718.403, Florida Statutes.
- 3.4 **Unit Plans.** The development plan of the Condominium, which contains a survey and plot plan (the “Survey and Plot Plan”) are attached as Exhibit A. The legal description of each Unit shall consist of the identifying street number of such Unit as shown on the attached Exhibit A. Every deed, lease, mortgage or other instrument may legally describe a Unit and/or Condominium Parcel by its identifying street number as provided for on the attached Exhibit A and each and every description shall be deemed good and sufficient for all purposes.

4. UNIT BOUNDARIES

Since this is a Land Condominium and the Unit shall consist of only land, the only boundary each Unit shall have is the parametrical boundary that is graphically shown on the Survey and Plot Plan (upper and lower boundaries are as set forth below).

- 4.1 **Unit Boundaries.** Each Unit shall include that part of the Condominium Property which lies within the boundaries of the unit, which boundaries shall be determined as follows:
- 4.1.1 **Upper and Lower Boundaries.** The upper and lower boundaries of each Unit shall be determined in the same manner and under the same laws which establish the upper and lower boundaries of a parcel of real property, title to which is held in fee simple.

4.1.2 Parametrical Boundaries. The parametrical boundaries of each unit shall be as shown on the survey and Plot Plan, wherein each Unit is identified and the parametrical boundaries indicated by four intersection straight or curved lines surrounding the Unit identification symbol.

5. OWNERSHIP

5.1 Type of Ownership. Ownership of each Condominium Parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

5.2 Association Membership. The owners of record of the Units shall be members of the Association. There shall be one (1) membership for each Unit and if there is more than one (1) record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the Unit.

5.3 Unit Owner's Rights. The owner of a Unit is entitled to the exclusive possession of any home which is placed or to be placed upon his Unit. The owner of a unit shall have the exclusive possession of his Unit subject to easements and matters of record and the Association's right to enter upon the grounds of a unit for authorized maintenance purposes as provided in this Declaration and the Florida statutes. A Unit Owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the Common Elements and a joint mutual easement for that purpose is hereby created.

6. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS

The fee title of each Condominium Parcel shall include both the Condominium Unit and an undivided interest in the Common Elements; said undivided interest in the Common Elements is deemed to be conveyed or encumbered with its respective Condominium Unit, even though the description in the instrument of conveyance may refer only to the fee title to the Condominium Unit. The share in the common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit. Any attempt to separate and/or any action to partition the fee title to a Condominium Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void.

7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

Each of the Unit Owners of the Condominium shall own an undivided interest in the common Elements, according to the "Schedule of Shares" attached hereto as Exhibit B.

8. COMMON EXPENSE AND COMMON SURPLUS

The Common Expenses to be borne by each Unit Owner shall be a proportionate share of the total expenses and costs of the Association. Each Unit Owner shall be responsible for a

portion of the Common Expenses and costs, and such share shall be in the percentage of the undivided share as set forth in Exhibit B of this Declaration. Any Common Surplus of the Association shall be owned by each of the Unit Owners in the same proportion as their percentage liability for Common Expenses.

9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

Responsibility for the maintenance of the Condominium Property and homes or improvements located thereon and restrictions upon alterations and improvements shall be as follows:

9.1 Units.

9.1.1 By the Association. As this is a land condominium, the Association shall not be responsible for maintaining the homes and building improvements located upon a unit. The Association shall be responsible for lot maintenance including lawn mowing, trimming of shrubbery, weeding and the like. Except for the utility easements which affect each Unit as depicted on the survey and Plot Plan, if any, there are no conduits, ducts, plumbing or wiring in other facilities for the furnishing of utility services contained in the underground portion of a Unit which serve and are for the benefit of other Units, and there are no Common Elements to be maintained by the Association.

9.1.2 By the Unit Owner. The responsibility of the Unit Owner shall be to maintain all improvements including building improvements placed upon his unit. Any additional landscaping, shrubbery and the like placed upon a unit by an owner and not otherwise maintained by the Association shall be the responsibility of the Unit Owner. Such responsibility includes but is not limited to the following obligations of the Unit Owner.

9.1.2.1 To keep and maintain the improvements and home located upon his Unit including appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the Unit which, if omitted, would affect the condominium in its entirety or in a part belonging to others: being expressly responsible for the damages and liability which his failure to do so may engender.

9.1.2.2 Where applicable, to maintain and keep in a neat and trim condition the exterior roof, walls, fences, screening and railings of patios, sundecks, awnings and garages located upon a Unit including privacy walls or fences between an adjoining Unit, but not including the exterior side of a perimeter wall existing on a Unit as described in Section 9.2.1 and in Section 13 hereof.

9.1.2.3 To promptly report to the Association any defect or need for repairs for which the Association is responsible.

9.1.2.4 Plumbing and electrical repairs to conduits, ducts, plumbing, wiring, fixtures and equipment located within a Unit and exclusively servicing a Unit shall be paid for and be a financial obligation of the Unit Owner.

9.1.2.5 Any officer of the Association or any agent of the Board shall have the irrevocable right to have access upon each Unit from time to time during reasonable hours as may be necessary for maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another Unit or Units.

9.1.3 Use Easements. A Unit Owner shall not be responsible for the maintenance of any Use Easement which burdens the Unit of such Unit Owner, but shall be responsible for the maintenance of a Use Easement which benefits the Unit of such Unit Owner unless touch maintenance is the responsibility of the Association as otherwise provided herein. The Use Easements are identified and described in Section 13 and on Exhibit A attached hereto and entitle a Unit Owner to the use and benefit of a portion of an adjoining Unit. A Unit Owner shall be responsible for the maintenance and repair of any privacy walls or fences and building walls located within a Unit, except for perimeter walls as described in Section 9.1.2.2 and Section 13 hereof.

9.2 Common Elements.

9.2.1 By the Association. The maintenance and operation of the Limited common Elements, if any, and Common Elements, if any, including the repair, maintenance and replacement of landscaping and other improvements and facilities shall be the responsibility of the Association as a Common Expense. Maintenance and repair of the exterior side (facing away from a Unit) of any perimeter walls or fences as described in Section 13 hereof and portions of a Unit separated from the majority of the Unit by such a wall or fence, shall be the responsibility of the Homeowners' Association.

9.2.2 Land Acquisition. Land acquired by the Association may be added to the land submitted to condominium ownership hereby. This may be done by an amendment to this Declaration that includes the description of the acquired land and submits the said land to condominium ownership under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required. Such amendment, when recorded in the public records of Monroe County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the Unit Owners, without naming them and without further conveyance, in the same undivided shares as

the undivided shares in the Common Elements appurtenant to the Units owned by them.

9.2.3 Land Not Incorporated. Any land acquired by the Association that is not incorporated into the Land by amendment of this Declaration, may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record Unit Owners of not less than One Hundred Percent (100%) of the Common Elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

9.2.4 Personal Property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

9.2.5 Enforcement of Maintenance. In the event a Unit Owner violates any of the provisions of this section 9 or fails to maintain a Unit (and the improvements located thereon) as required herein, the Association shall have the right to take any and all such steps as may be necessary to remedy such violation. The Association has the right to enter the subject Unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the common elements or to a unit or units.

Additionally, in the event the owner of a Unit fails to maintain a Unit and the improvements located thereon as required above, the Association shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to fine the Unit Owner as provide herein and/or in the Bylaws of the Association.

10. USE RESTRICTIONS

The use or the property of the condominium shall be in accordance with the following provisions:

10.1 Units.

10.1.1 Except as may be allowed under the Condominium Act, no Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

10.1.2 Nothing shall be hung, displayed or place on the exterior of the walls, doors or windows of the home located on the Unit without the prior written consent of the Board of Directors of the Homeowners' Association.

10.1.3 No owner shall make, allow or cause to be made, any structural addition or alteration of his Unit including the exterior color of improvements thereon or the common Elements without the prior written consent of the Association.

10.1.4 Exterior Appearance of Unit.

A. The Unit and exterior of improvements located on such Unit and all other areas appurtenant to the Unit shall not be painted, decorated or modified by any Unit Owner in any manner without prior consent of the Homeowners' Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Homeowners' Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about a Unit except as shall have been approved by the Homeowners' Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Homeowners' Association. The exterior of each home shall be maintained in a tasteful and attractive condition commensurate with the neighborhood.

B. Fences are not permitted on a Unit except with Homeowners' Association approval.

10.1.5 No Unit Owner shall place, install or plant any sheds, landscaping, or improvements outside of his home located upon a Unit without the approval of the Homeowners' Association.

10.1.6 Pets. No pets are permitted in the Condominium or upon a Unit or in a home located upon a Unit except as provided in the Bylaws or in rules and regulations provided by the Board of Directors of the Homeowners' Association.

10.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purpose for which they are intended.

10.3 Antennas. No radio or television aerial, satellite dish or other antenna shall be attached to or hung from the exterior of a home located upon a Unit or the roof of a home located upon a Unit or upon the Unit itself outside of a home located upon a Unit except with Homeowners' Association approval.

10.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require

maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

- 10.5 Signs. No signs, notice or advertisement shall be inscribed, displayed or exposed in or from a Common Element of the condominium except upon the written approval of the Board of Directors of the Homeowners' Association. Notwithstanding the foregoing, Developer reserves the right to place signs for informational regulatory purposes such as street signs and posting of rules and regulations, and lot locations and availability information.
- 10.6 Rules and Regulations. Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. The Homeowners' Association may also promulgate Rules and Regulations which may affect a Unit.
- 10.7 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the Units of this condominium, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the completion of all contemplated improvements and the sale of all Units, and the Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

11. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner other than the Developer shall be subject to the following provisions so long as the condominium exists:

- 11.1 Receipt of Document. No sale or transfer shall occur until the Buyer, lessee, *or* transferee shall acknowledge in writing to the Association that it has received a copy of the condominium documents including this Declaration.
- 11.2 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by an Institutional Mortgagee which acquires title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee. Neither shall such provisions require the approval of a purchaser who acquires title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale,

foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of this section apply to the sale of a Unit by the Developer.

11.3 Purchase of Units by the Association. The Association shall have the power to purchase Units subject to the following provisions:

11.3.1 Decision. The decision of the Association to purchase a Unit may be made by its Directors, without approval of its members, except as otherwise provided herein.

11.3.2 First Refusal. The right of a Unit Owner to sell, transfer or convey his or her Unit shall not be subject to a right of first refusal or similar restriction.

11.4 Leasing. Any lease shall be for a term of at least Twenty-Eight (28) days.

12. PARKING

Unit 709 shall contain two off-street parking spaces. Unit 713 shall not be required to contain any off-street parking.

13. EASEMENTS

Each of the following easements is a covenant running with the land of the Condominium (including the Units) and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended use and purpose, and shall survive the termination of the Condominium and the exclusion of any Lands of the Condominium from the condominium.

13.1 Utilities. As may be required for utility services in order to adequately serve the Condominium Property or adjoining property owned or developed by Developer.

13.2 Perpetual Nonexclusive Easement in Common Elements. The Common Elements shall be, and the same is hereby declared to be, subject to a perpetual nonexclusive easement in favor of all of the owners of Units in the condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

13.3 Right of Entry. Whenever it is necessary to enter upon any Unit's grounds for any authorized purpose, the owner of each Unit shall permit the Association to enter upon such unit for such purpose. Each Unit Owner shall keep its home and structures maintained in good and presentable condition, and if a Unit Owner fails to do so, it shall be deemed a violation of this Declaration and the Association shall have the rights and remedies as provided herein and in the Bylaws and as provided at law and in equity.

- 13.4 Air Space. An exclusive easement for the use of the air space occupied by a Condominium Unit as it exists at any particular time and as the Unit may lawfully be altered.
- 13.5 Construction; Maintenance Easement. The Developer (including its designees and contractors) shall have the right, in its and their sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereto, or any part thereof, or any improvements or homes located or to be located thereon, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the Unit Owners of the Condominium Property.
- 13.6 Sales Activity Easement. For as long as there are any unsold Units, the Developer and its designees shall have the right to use any such Units and the Common Elements in order to establish, modify, maintain and utilize, as it and they deem appropriate.
- 13.7 Encroachments. Each Unit Owner shall have a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction, surveying errors, settlement or movement of any buildings, which encroachments shall be allowed to remain undisturbed until they no longer exist.
- 13.8 Additional Easement. The Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as his attorney-in-fact for this purpose) shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes. The Association, on behalf of itself and all Unit Owners (as such owners' attorney-in-fact), shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Unit Owners (as such Owners' attorney-in-fact), to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.
- 13.9 Reserved Right for Easement. The Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association irrevocably as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric,

drainage, gas, cable television or other utility or service easements, or relocate any existing utility or service easements or drainage facilities (subject to applicable restrictions), in any portion of the Condominium Property, and to grant access easements in any portion of the Condominium Property, as or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

14. ASSOCIATION

In order to provide for the proficient and effective administration of this Condominium by the owners of Units, a non-profit corporation known and designated as the Little Charles Condo Association, has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, its Bylaws and the Rules and Regulations promulgated by the Association from time to time.

- 14.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit C.
- 14.2 Bylaws. The Bylaws of the Association shall be the bylaws of the Condominium, a copy of which is attached hereto as Exhibit D.
- 14.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.
- 14.4 Restraint Upon Assignment of Shares in Assets. The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.
- 14.5 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the Bylaws of the Association.
- 14.6 Membership. The record owners of all Units in this condominium shall be members of the Association, and no other persona or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a Condominium Parcel in said Condominium, whether by conveyance, devise, judicial decree or otherwise, subject to

the provisions of this Declaration and by the recordation among the public records of Monroe county, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

14.7 Voting. On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit.

14.8 Action Without A Meeting of Members. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action was taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to attain a quorum, or, with respect to certain matters where a higher percentage of members are required, such number of votes that would be necessary to approve such matters. Within ten days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

14.9 Financial statements. Upon written request from HUD, VA, FNMA or FHLMC (provided such has an interest or prospective interest in the condominium), the Association shall be required to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

14.10 Availability. The Association shall be required to make available to Unit Owners, lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association also shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances.

15. INSURANCE

The Association or Homeowners' Association is not responsible for nor shall it insure the improvements and homes located or to be located upon a Unit including the appurtenances thereto. However, the Board of Directors of the Homeowners' Association, in its discretion, may procure from time to time insurance it deems to be in the best interest of the Homeowners' Association and the Unit Owners, including Directors' Liability Insurance, worker's compensation insurance, or other insurance that an institutional mortgagee may reasonably

require, so long as it is the owner of a mortgage on any Condominium Parcel. Additionally, the Board shall procure or cause to be procured such insurance policies as required by FNMA and other appropriate federal loan programs.

15.1 Premium. Premiums for insurance policies purchased by the Homeowners' Association shall be paid by the Homeowners' Association.

15.1.1 Association as Agent. The Homeowners' Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Homeowners' Association.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY

16.1 Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

16.1.1 Common Elements. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Homeowners' Association, the Key West Historic Architectural Review Commission, and also approval of 51% of the eligible holders of first mortgages on affected Units.

16.3 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair of the Common Elements by the Association, or if at any time during the reconstruction and repair the funds for the payment of the costs thereof are insufficient, a special assessment shall be made against all Unit Owners in sufficient amounts to provide funds to pay the estimated costs. This shall not preclude an action by the Association against a Unit Owner whose negligence may have caused such damage.

16.4 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a Common Expense.

17. ASSESSMENTS

The making and collecting of assessments against Unit Owners for Common Expenses shall be the obligation of the Board of Directors pursuant to the Bylaws and subject to the following provisions:

- 17.1 Share of the Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall be entitled to an undivided share of the common surplus, such shares being set forth in Exhibit B. A Unit Owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while they are the owner of a Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for their share of the Common Expenses up to the time or such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.
- 17.2 Non-Waiver. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the assessment is made.
- 17.3 Interest, Application of Payment. Assessments and installments on such assessments paid on or before Ten (10) days after the date when due shall not bear interest, but all sums not paid on or before Ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due, until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.
- 17.4 Lien for Assessments. The Association shall have a lien on each Condominium Parcel for any unpaid assessments, together with interest thereon, against the owner of such Condominium Parcel. Reasonable attorney's fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien shall be payable by the Unit Owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of each Unit Owner in payment of his obligation for use charges and operation costs likewise referred to as common Expenses.

Said lien shall be effective from and after the time of recording in the public records of Monroe County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid or otherwise earlier extinguished by applicable law. Such claims of lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien.

- 17.5 Collection and Foreclosure. The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The

Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, if allowed by the court or applicable law, the Unit Owner may be required to pay a reasonable rental for the Condominium Parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or occupant.

- 17.6 Purchasers for Assessment. Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the mortgagee of a first mortgage of record obtains title to a Condominium Parcel as a result of foreclosure of the first mortgage, or when the mortgagee of a first mortgage of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Parcel, or chargeable to the former Unit Owner of such parcel which become due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, however, such liability shall be limited to a period not exceeding that set forth in the Condominium Act, but in no event does the liability exceed 1% of the original mortgage debt. The liability does not commence until 30 days after the date the first mortgagee received the last payment of principal or interest.
- 17.7 Assignment of Claim and Lien Rights. If allowed by applicable law, the Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any Unit Owner or group of Unit Owners, or to any third party.
- 17.8 Unpaid Assessments Certificate. Any Unit Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to this Condominium Parcel. The holder of a mortgage or other lien shall have the same right as to any condominium Parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.
- 17.9 Developer. Notwithstanding any provision to the contrary, the Developer may be excused from the payment of Developer's share of the Common Expenses which would have been assessed against the Units owned by Developer during the period of time that Developer shall have guaranteed to each purchaser in purchase contract or prospectus that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners would not increase over stated dollar amount and shall have obligated itself to pay any amount of Common Expenses incurred during such period and not produced by the assessments at the guaranteed level receivable from other Unit Owners. In the event of a casualty loss in excess of \$10,000.00 during the time in which the Developer guarantees the expenses of the Association such guarantee shall terminate effective upon the occurrence of such casualty loss.

18. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of Unit Owners to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

- 18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, invitees, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.
- 18.2 Cost and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles of Incorporation or the Bylaws and the Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.
- 18.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

19. AMENDMENT OF DECLARATION

Subject to present provisions of Florida Condominium Act (unless such provisions are rescinded) and except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

- 19.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- 19.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:
 - 19.2.1 Not less than One Hundred percent (100%) of the votes of the entire membership of the Board of Directors and by not less than One Hundred percent (100%) of the votes of the entire membership of the Association.

19.3 Resolution of Adoption for Errors or Omissions Not Materially Adversely Affecting Property Rights of the Unit Owners.

19.3.1 A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by members of the Association whenever it appears that there is an omission or error in the Declaration of Condominium, or any exhibit attached hereto, or amendment hereto, as follows:

19.3.1.1 Not less than Fifty percent (50%) of the votes of the entire membership of the Board of Directors and by not less than Fifty percent (50%) of the votes of the entire membership of the Association.

19.3.1.2 Any amendment adopted pursuant to the provisions of paragraph 19.3 shall not materially adversely affect the property rights of Unit Owners.

19.3.1.3 So long as Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without the approval in writing of the Developer: (i) Assessment of the Developer as a Unit Owner for capital improvements; or (ii) any action by the Association that would be detrimental to the sales of units by the Developer.

19.3.1.4 Clerical errors and items required by law to be in the condominium documents may be added or corrected at any time by Developer until management of the Condominium is turned over to the owners or thereafter by the Association by recording the amendment. Errors in the survey may be corrected by a licensed surveyor employed by Developer or Association at any time by recording the corrected survey or a certificate of affidavit making the correction.

19.4 Proviso. No amendment shall discriminate against any Unit Owner or against any Unit, or class or group of Units; no amendment may change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the common expenses and owns the common surplus unless the Unit Owner and all record owners of liens on it join in the execution of the amendment and unless a majority of all other Unit Owners approve the amendment; nor shall any amendment of this Declaration make any change which would in any material way affect any of the rights, privileges, powers, and options of any Institutional Mortgagee without their consent, which consent shall not be unreasonably withheld.

- 19.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Monroe County, Florida.
- 19.6 Amendments. The section concerning termination cannot be amended without consent of all Unit Owners and all record owners of mortgages upon Condominium Parcels.

20. DEVELOPER'S UNITS AND PRIVILEGES

- 20.1 Developer. The Developer, at the time of the recording of this Declaration, is the owner of all of the real property, individual Units and appurtenances comprising this Condominium. Therefore, the Developer, until all of the Units have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell Units to any person approved by the Developer. Developer shall have the right to transact upon the Condominium Property any business necessary to consummate the sale of Units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the Common Elements and show Units. Any sales office, signs, fixtures or furnishing or other tangible personal property belonging to the Developer shall not be considered Common Elements and shall remain the property of the Developer.
- 20.2 Changes in Developer-owned Units. Despite any other provision of this Declaration, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make non-material alterations, additions or improvements in, to and upon Units (and their appurtenant Limited Common Elements, if any) owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) nonmaterially change the size or configuration of Developer-owned Units, unless such change conflicts with the requirements of Section 718.110(4), Florida Statutes. All amendments to this Declaration required by actions taken pursuant to this paragraph shall be effected by the Developer alone. The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of the Developer.
- 20.3 Expenses. After the commencement date of payment of monthly Common Expenses, in the event there are unsold Units, the Developer retains the right to be the owner of said unsold Units; however, for such time as the Developer continues to be a Unit Owner, but not exceeding such period of time as the Developer shall have guaranteed that the assessment for Common Expenses of the Condominium imposed upon Unit Owners other than the Developer shall not increase over a stated dollar amount, the Developer shall be required to contribute only such sums to the Common Expenses of the Condominium as incurred and required during that period and which have not been produced by assessments at the guaranteed level receivable from other Unit Owners, as may be required for the Association to maintain the Condominium. In no event shall the Developer be required to contribute to the Common Expenses as to the Unit owned by

it in any amount exceeding the obligation for such Unit as specified and set forth in this Declaration and the exhibits attached hereto. Commencing on the expiration of the period of a guaranteed level of assessments as aforesaid, the Developer shall contribute to the Common Expenses, as to the Units owned by it, in the same manner as all other Unit Owners.

21. TERMINATION

- 21.1 General. The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act.
- 21.2 Agreement. The Condominium may be terminated by the approval in writing of One Hundred percent (100%) of the Owners of the Units therein and by One Hundred percent (100%) of all of the record owners of mortgages thereon. Notwithstanding the above the Developer's consent must be obtained if Developer owns a Unit in the condominium.
- 21.3 Certificate. The termination of the Condominium shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Monroe County, Florida.
- 21.4 Shares of Owners After Termination. After termination of the Condominium, Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagee and lienors shall have mortgagee and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.
- 21.5 Amendments. This section concerning termination cannot be amended without consent of all Unit Owners and all record owners of mortgages upon Condominium Parcels.

22. SEVERABILITY AND INVALIDITY

The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions which shall remain in full force and effect. In the event any court shall hereafter determine that any provisions of this Declaration of Condominium, as originally drafted, or as amended, violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

23. INTERPRETATION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same. The Board of Directors of the Association shall be responsible for interpreting the provisions of this Declaration and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

24. MERGER

- 24.1 Procedure. This Condominium may be merged with one or more other condominiums (which may be located in the community in which this Condominium is located) to form a single condominium upon the approval of BOD of all the Unit Owners of the condominium and all of the Institutional Mortgagees (who hold a first mortgage upon a Unit) upon the recording of new or amended articles of incorporation, declarations and bylaws.
- 24.2 Ownership Interest. In the event a merger occurs the proportion or percentage by which the owner of a Unit or parcel shares in the Common Expenses and shares in the Common Surplus shall be readjusted such that the total number of Units in the merged condominium shall be the denominator and the numerator shall be "1" for determining such percentage of expenses and surplus. The ownership interest in the Common Elements shall be similarly adjusted.

25. RIGHTS OF DEVELOPER

Developer shall have the exclusive right to designate and elect all Directors of the Association until Developer has sold One Hundred Percent (100%) of the Units.

26. FIRST LIEN HOLDERS' RIGHTS

- 26.1 Notice of Action. A holder, insurer or guarantor of a first mortgage, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the unit number), will be entitled to timely written notice of:
- 26.1.1 Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the General or Limited Common Elements appertaining to any Unit or the liability for common Expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit or, (iv) the purposes to which any Unit or the Common Elements are restricted;
- 26.1.2 Any proposed termination of the Condominium regime;

- 26.1.3 Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- 26.1.4 Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days; or
- 26.1.5 Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

27. MISCELLANEOUS PROVISIONS

- 27.1 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the Rules and Regulations, such dispute or litigation shall be governed by the laws of the State of Florida and all litigation shall originate in the appropriate court in Key West, Monroe County, Florida.
- 27.2 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) shall be deemed to have agreed that all the provisions of this Declaration, and the exhibits attached hereto, as they may be amended, are fair and reasonable in all material respects.
- 27.3 Interpretation of Content. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.
- 27.4 Captions. The captions in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be used in construing the effect of meaning of any of the text of this Declaration or exhibits.
- 27.5 Notices. Unless otherwise provided, whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, addressed to such Unit Owners at their places of residence in the Condominium Property. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or delivering said notices. Notices to the Association shall be sent by certified mail, return receipt requested, to the office of the Association, which currently exists (but may be changed from time to time) at: 509 Whitehead Street, Key West, Florida 33040. All notices shall be deemed given when mailed. Any party may change his mailing address by written notice duly received for. Notices required to be given to the personal representative of a deceased owner, or devisee when there is not a personal representative, may be delivered either personally or by mail to such party at their or its address appearing in

the records of the court wherein the estate of such deceased owner is being administered.

27.6 Schedule of Exhibits. Exhibits attached hereto and made a part hereof are the following:

1. Exhibit A -Legal Description, Survey, Graphic Description and Plot Plans;
2. Exhibit B – Schedule of Shares;
3. Exhibit C - Articles of Incorporation of
LITTLE CHARLES CONDOMINIUM ASSOCIATION, INC.;
4. Exhibit D - By-Laws of
LITTLE CHARLES CONDOMINIUM ASSOCIATION, INC.;

IN WITNESS WHEREOF, the Developer, Reel Developers III, LLC, a Florida limited liability company, has caused the execution of this Declaration of Condominium this ____ day of April 2019.

WITNESSED BY:

Reel Developers III, LLC,
a Florida limited liability company

By:

HAROLD KESSLER, Manager

STATE OF FLORIDA)
) SS.:
COUNTY OF MONROE)

BEFORE ME, the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared Harold Kessler who is personally known to me [], or produced a Florida driver’s licenses for identification [].

SWORN and subscribed to before me this _____ day of April, 2019.

(SEAL)

Notary Public - State of Florida

CONSENT OF CONDOMINIUM ASSOCIATION

LITTLE CHARLES CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, having a vested interest in the parcel of real property described in the foregoing Declaration of Condominium, hereby consents to and joins in the filing of this Declaration of Condominium of LITTLE CHARLES, A LAND CONDOMINIUM.

This Consent of Condominium Association is executed in Key West, Florida, this _____ day of April, 2019.

WITNESSED BY:

LITTLE CHARLES CONDOMINIUM ASSOCIATION, INC.

By:

HAROLD KESSLER, President

STATE OF FLORIDA)
) SS.:
COUNTY OF MONROE)

BEFORE ME., the undersigned authority, a notary public, authorized to administer oaths in the State of Florida, personally appeared Harold Kessler, as President of LITTLE CHARLES CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me to be the individual described herein [], or who produced Florida driver’s licenses for identification [].

SWORN and subscribed to before me this _____ day of April, 2019.

(SEAL)

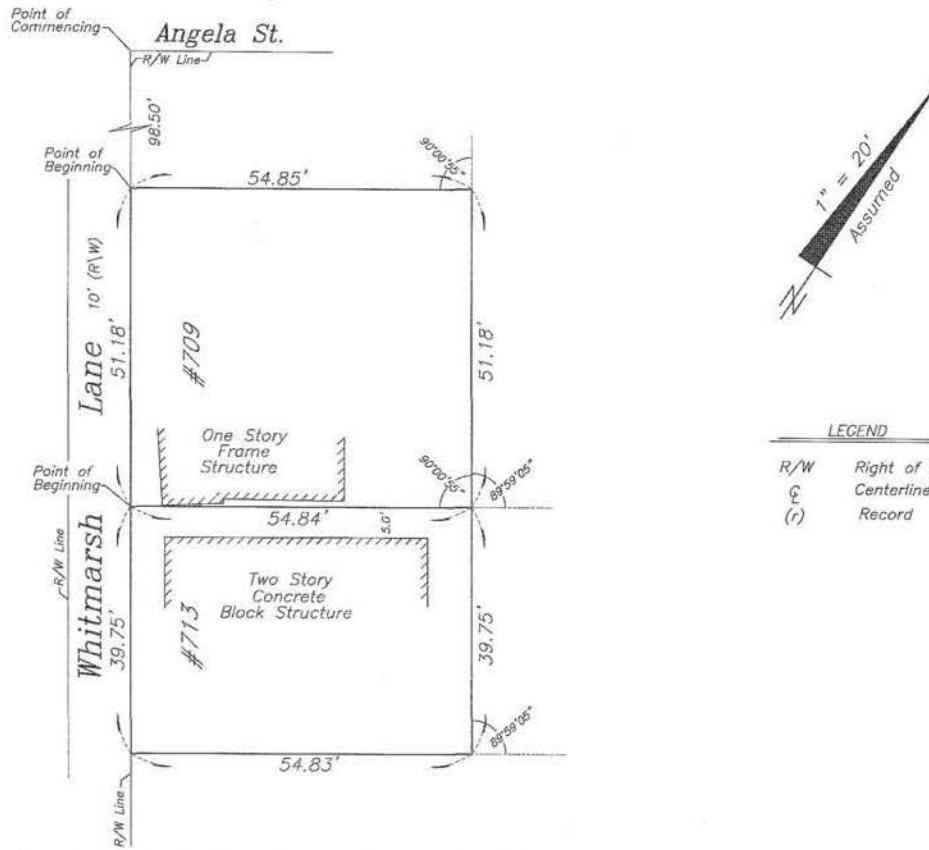
Notary Public - State of Florida

**LITTLE CHARLES,
A LAND CONDOMINIUM**

**Exhibit “A” to the Declaration
of Condominium of
“Little Charles”**

Plot Plan, Unit Location & Description

Specific Purpose Survey to illustrate a legal description of part of Lot 1, in Square 1, Tract 4, of SIMONTON & WALL'S ADDITION, Island of Key West, prepared by the undersigned



LEGEND

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

NOTES:

1. The legal descriptions shown hereon were 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: 709 & 713 Whitmarsh Lane, Key West, FL.
5. This survey is not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
6. Lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record.
7. North Arrow is assumed and based on the legal description.
8. 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. Boundary and Structure placement is based on a Boundary Survey prepared by Florida Key Land Surveying, for Harold Kessler, dated September 17, 2018 and revised October 9, 2018.

SPECIFIC PURPOSE SURVEY TO ILLUSTRATE LEGAL DESCRIPTIONS
AUTHORED BY THE UNDERSIGNED

709 Whitmarsh Lane: A parcel of land on the Island of Key West, and known as part of Lot 1 in Square 1, Tract 4, of Simonton & Wall's Addition, said parcel being more particularly described by metes and bounds as follows:
COMMENCE at the intersection of the Southeastery right of way line of Angela Street with the Northeastery right of way line of Whitmarsh Lane and run thence Southeastery along the Northeastery right of way line of the said Whitmarsh Lane for a distance of 98.50 feet to the Point of Beginning; thence continue Southeastery along the Northeastery right of way line of the said Whitmarsh Lane for a distance of 51.18 feet; thence Northeastery and at right angles, along a line that is 5.0 Northwestery of and parallel with an existing Two Story Concrete Block Structure, for a distance of 54.84 feet; thence Northwestery with a deflection angle of 89°59'05" to the left and along the Northeastery boundary line of the lands described in Official Record Book 2185, at Page 1541 of the Public Records of Monroe County, Florida for a distance of 51.18 feet to the Northerly corner of said lands; thence Southwestery with a deflection angle of 90°00'55" to the left and along the Northwestery boundary line of said lands for a distance of 54.85 feet back to the Point of Beginning, containing 2,807 square feet, more or less.

713 Whitmarsh Lane: A parcel of land on the Island of Key West, and known as part of Lot 1 in Square 1, Tract 4, of Simonton & Wall's Addition, said parcel being more particularly described by metes and bounds as follows:
COMMENCE at the intersection of the Southeastery right of way line of Angela Street with the Northeastery right of way line of Whitmarsh Lane and run thence Southeastery along the Northeastery right of way line of the said Whitmarsh Lane for a distance of 149.68 feet to the Point of Beginning; thence continue Southeastery along the Northeastery right of way line of the said Whitmarsh Lane for a distance of 39.75 feet to the Southerly corner of the lands described in Official Record Book 2185, at Page 1541 of the Public Records of Monroe County, Florida; thence Northeastery and at right angle along the Southeastery boundary of the said lands for a distance of 54.83 feet the Easterly corner of said lands; thence Northwestery with a deflection angle of 89°59'05" to the left and along the Northeastery boundary line of the said lands for a distance of 39.75 feet; thence Southwestery with a deflection angle of 90°00'55" to the left and along a line that is 5.0 Northwestery of and parallel with an existing Two Story Concrete Block Structure for a distance of 54.84 feet back to the Point of Beginning, containing 2,179 square feet, more or less.

SPECIFIC PURPOSE SURVEY FOR: Harold Kessler;

I HEREBY CERTIFY that this survey was made under my responsible charge and meets the Standard of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

J. LYNN O'FLYNN, INC.
 J. Lynn O'Flynn, PSM
 Florida Reg. #6298
 March 24, 2019

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

LITTLE CHARLES,
A LAND CONDOMINIUM

Exhibit "B" to the Declaration
of Condominium of
"Little Charles"

SCHEDULE OF SHARES

Each Unit shall have an equal 1/2 interest and share in the common Elements and in Common Surplus and Expenses.

LITTLE CHARLES,
A LAND CONDOMINIUM

Exhibit “C” to the Declaration
of Condominium of
“Little Charles”

**Articles of Incorporation of
Little Charles Condominium
Association, Inc.**

LITTLE CHARLES,
A LAND CONDOMINIUM

Exhibit “D” to the Declaration
of Condominium of
“Little Charles”

By-Laws of
Little Charles Condominium
Association, Inc.

**BYLAWS OF
LITTLE CHARLES CONDOMINIUM ASSOCIATION**

ARTICLE ONE. PLAN OF UNIT OWNERSHIP

These are the Bylaws of LITTLE CHARLES CONDOMINIUM ASSOCIATION (the Association), a corporation not for profit under the laws of the State of Florida , organized for the purpose of administering that certain condominium located in Monroe County, Florida, and known as LITTLE CHARLES, A Land condominium (the condominium).

Section One. Unit Ownership. The condominium located at 709-713 Whitmarsh Lane in the City of Key West, County of Monroe, Florida, and known as LITTLE CHARLES, a LAND CONDOMINIUM was submitted to the provisions of Chapter 718 of the Condominium Act, by declaration recorded simultaneously with these bylaws in the office of the County recording officer of the County of Monroe, State of Florida.

Section Two. Applicability to Property. The provisions of these bylaws are applicable to the condominium, which term includes the land and all other improvements on it, all easements, rights, and appurtenances belonging to it, and all other property, personal or mixed, intended for use in connection with it.

Section Three. Applicability to Persons. All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the condominium in any manner will be subject to these bylaws, relevant unit deeds, and rules and regulations pertaining to the use and operation of the condominium property.

Acquisition, rental, or occupancy of any unit in the condominium will be sufficient to signify acceptance and ratification of the provisions of the above instruments, and an agreement to comply with them.

Section Four. Office. The office of the condominium and of the board of administration shall be located at 100100 Overseas Highway, Key Largo, Florida 33037.

ARTICLE TWO. BOARD OF ADMINISTRATION

Section One. The association and Board of Administration. The affairs of the condominium shall be administered and managed by an association of unit owners organized as a Florida corporation not for profit, having the name the LITTLE CHARLES CONDOMINIUM ASSOCIATION, INC. and referred to below as the “association.” All power and authority of the association shall be exercised through its board of directors, to be known as the “board of administration,” consisting of Three (3) members.

Section Two. Composition of Board of Administration. Members of the board of administration shall be designated by HAROLD KESSLER, referred to below as “developer.”

Section Three. Powers and Duties. The board of administration will have the powers and duties necessary for the administration of the affairs of the Condominium, and may do all acts and things as are not by law, by the declaration, or by these bylaws directed to be exercised and done by the owners. The powers and duties to be exercised by the board of administration include, but are not be limited to, the following:

- (a) care, upkeep, maintenance, and operation of the common elements;
- (b) determination, assessment, and collection of funds to defray common expenses of the condominium;
- (c) entering into contracts deemed necessary or appropriate in furtherance of the interests of unit owners generally;
- (d) maintenance of detailed, written, and accurate records of receipts and disbursements arising from the operation of the property, which records, together with vouchers accrediting entries made therein, will be made available for examination by unit owners at convenient hours on working days;
- (e) authorization and prosecution of suits to foreclose liens for nonpayment of common charges, or to recover money judgments for unpaid common charges, on behalf of the association;
- (f) authorization and prosecution of actions or proceedings on behalf of two or more unit owners concerning a matter related to the common elements of two or more units;
- (g) employment and dismissal of personnel necessary or appropriate for the maintenance and operation of the property, the common elements, and the restricted common elements;
- (h) adoption and amendment of rules and regulations, not inconsistent with these bylaws, covering the details of operation and use of the property;
- (i) establishment of bank accounts in the name of the condominium, and authorization of signatories therefore;
- (j) purchasing, leasing, or otherwise acquiring in the name of the board of administration, or its designee, corporate or otherwise, on behalf of the unit owners, units offered for sale, lease, or surrender by their owners to the board of administration;
- (k) purchasing units at foreclosure or other judicial or trustee's sale in the name of the board of administration or its designee, corporate or otherwise, on behalf of all unit owners;
- (l) selling, leasing, encumbering, or otherwise dealing with units acquired by, and subleasing units leased by, the board of administration or its designee, corporate or otherwise, on behalf of the council of owners;
- (m) organizing corporations to act as designees of the board of administration in acquiring title to or leasing units on behalf of all unit owners;
- (n) leasing of stores, professional offices, and parking spaces, issuance of swimming pool memberships, and granting of vending machine licenses;
- (o) procuring of insurance for the condominium property, including the units, as set forth here;

- (p) contracting for repairs of and additions and improvements to the property, and for repairs to and restoration of the property in accordance with the provisions of these bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; and
- (q) employment of a managing agent and/or manager at reasonable compensation to perform duties authorized by the board of administration. However, the board will not delegate to any managing agent or manager any of the powers set forth in subsections (b), (e), (f), (h), (i), (k), (l), and (m) of this section.

Section Four. Election and Terms of Office. The terms of office shall run perpetually until both Units are sold by developer. Board members will hold office until their resignation or removal from the association.

Section Five. Removal of Board Members. At any regular or special meeting duly called, any one or more members of the board of administration may be removed with or without cause by a majority of the board of administrators, and a successor may then and there be appointed by the president to fill the vacancy so created. Any board member so appointed will serve perpetually until both units are sold by developer. Any board member whose removal has been proposed by the unit owners will be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his or her removal.

Section Six. Vacancies. Vacancies in the board of administration caused by any reason other than the removal of a board member by a vote of the unit owners and board of administrators will be filled by vote of the majority of the remaining board members, even though they may constitute less than a quorum. Each person so elected will hold office in perpetuity until both units are sold by developer.

Section Seven. Organizational Meeting. The first meeting of the board of administration will be held within 180 days after the first annual meeting of the unit owners at which board members are elected and at a place as may be fixed by the board. No notice will be necessary to the newly elected board of administration in order to legally constitute the meeting, provided a majority of the board is present.

Section Eight. Regular meetings. Regular meetings of the board of administration may be held at such times and places as are determined by the board. However, at least one (1) meeting will be held during each calendar year. Notice of each regular meeting of the board will be given to each board member personally, or by mail, telephone, or telegraph, at least seven (7) days prior to the date set for the meeting. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section Nine. Special Meetings. Special meetings of the board of administration may be called by the president, and will be called by the president or secretary on the written request of at least one (1) board member, on seven (7) days' notice to each board member, given personally, or by mail, telephone, or telegraph. Any notice will state the time, place, and purpose of the meeting.

Section Ten. Meetings Open to Unit Owners. All meetings of the board of administration shall be open to all unit owners. Notice of each meeting will be posted at 709 Whitmarsh Lane, Key West, FL 33040 at least 48 hours before the meeting, unless oral notice is given and received by all board members, except in the case of emergency meetings.

Section Eleven. Waiver of Notice. Any board member may at any time waive notice of any meeting of the board of administration in writing, and any written waiver will be deemed equivalent to the giving of the notice required in this agreement. Attendance by any board member of any meeting of the board will constitute a waiver by that member of notice of the time and place thereof. If all board members are present at any meeting of the board, no notice will be required, and any business may be transacted at any such meeting.

Section Twelve. Quorum; Adjournments. At all meetings of the board of administration, a majority of the board will constitute a quorum for the transaction of business, and the acts of the majority of members present at a meeting at which a quorum is present will constitute the acts of the board of administration.

Section Thirteen. Minutes. Minutes shall be taken at all meetings of the board of administration. Copies of the minutes shall be available for inspection at the office of the association by unit owners and board members at all reasonable times.

Section Fourteen. Compensation. No member of the board of administration will receive compensation from the condominium for acting as such, but by resolution of the board of administration, a fixed fee and expenses of attendance may be allowed for attendance at each regular and special meeting. Nothing contained in this agreement will be construed to preclude any board member from serving the unit owners or the board of administration in any other capacity and receiving compensation for those services.

Section Fifteen. Liability of Board of Administration. Members of the board of administration will not be liable to unit owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor will members of the board of administration be personally liable with respect to any contract made by them on behalf of the unit owners, and the owners will indemnify the board of administration and each member of it against all contractual liability to third parties arising out of contracts made by the board of administration on behalf of the condominium. However, such indemnification will not extend to any contract made in bad faith or contrary to the provisions of the declaration or of these bylaws. The liability of each unit owner arising out of any contract made by the board of administration or out of the indemnification of the members of the board of administration will be the proportion of the total liability that the unit owner's interest in the common elements bears to the interests of all unit owners in the common elements. Every agreement made by the board of administration or by any managing agent or manager employed by the board of administration on behalf of the unit owners will provide that the members of the board of administration, or the managing agent or manager, as the case may be, are acting only as agents for the unit owners, and will have no personal liability under the agreement except as unit owners. Agreements will further provide that each unit owner's liability under the agreement is

limited to the proportion of the total liability under it that his or her interest in the common elements bears to the interests of all unit owners in the common elements.

ARTICLE THREE. UNIT OWNERS

Section One. Membership. Each unit owner will, automatically on becoming an owner, become a member of the association, sometimes called the "Unit Owners," and will remain a member until such time as his or her ownership ceases, at which time his or her membership in the association will likewise cease. A new Unit Owner will replace one of the four administrators who are not Unit Owners. The president of the Board of Administrators will, within 14 days of the new unit owner obtaining ownership to a unit, remove one administrator, at which time the removed administrator shall be substituted with the new Unit Owner.

Section Two. Annual Meetings. Within 30 days after units representing 100% in common interest have been sold by developer and paid for, developer will notify all unit owners of it, and the first annual meeting of the unit owners will be called by the president to be held within 60 days after that. At the meeting, officers and directors of developer holding office as members of the board of administration will resign, and only the five (5) Unit Owners will constitute the board of directors for the Association. After that, annual meetings of the unit owners will be held on the second Tuesday of February of each succeeding year. The owners may also transact any other business of the condominium as may properly come before the meeting.

Section Three. Special Meetings. Any Unit Owner may, and will if directed by resolution of the board of administration or by petition signed and presented to the president or vice president by unit owners owning a total of at least 50% of the common interest, call a special meeting of the unit owners. The notice of any special meeting will state the time and place of the meeting, and the intended purpose. No business will be transacted at a special meeting except as stated in the notice unless by consent of 100% of the common interest of owners present, either in person or by proxy.

Section Four. Place of Meetings. Meetings of unit owners will be held at the principal office of the condominium, or at any other suitable place convenient to the owners as may be designated by the board of administration.

Section Five. Notice of Meetings. It will be the duty of the secretary to mail a notice of each annual or special meeting, stating its purpose, time, and place, to each unit owner, at the address last furnished the association, at least fourteen (14) days prior to the meeting. The mailing of a notice in the manner provided in this section will be considered notice served. Notice of the annual meeting shall be posted at LITTLE CHARLES, a LAND CONDOMINIUM property at least 48 hours prior to the annual meeting.

Section Six. Quorum; Majority of Unit Owners Defined. At all meetings of the council, one unit owner and the deadlock vote will constitute a quorum for the transaction of business, and the acts of those unit owners entitled to exercise 50% or more of the total voting power of those unit owners present at a meeting at which a quorum is present plus the deadlock vote will bind all unit owners for all purposes except those for which the approval of a higher percentage

is required by these bylaws, by the declaration, or by law. If, at any meeting of unit owners, there is less than a quorum present, a majority of those owners entitled to exercise 50% of the total voting power of those unit owners present may adjourn the meeting. At any such subsequent meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice. As used in these bylaws, the term "majority of unit owners" will mean those owners holding 100% in the aggregate in both common interest and in the number of units.

Section Seven. Order of Business. The order of business at all meetings of the unit owners will be as follows:

- (a) roll call;
- (b) proof of notice of meeting or waiver of notice;
- (c) reading of minutes of preceding meeting;
- (d) reports of officers;
- (e) report of board of administration;
- (f) reports of committees;
- (g) election of inspectors of election (when appropriate);
- (h) election of members of board of administration (when required);
- (i) unfinished business; and
- (j) new business.

Section Eight. Voting. Deadlock Provision. The owner or owners of each unit, or some person appointed by the owner or owners to act as proxy on his or her or their behalf, will be entitled to cast the vote appurtenant to each such unit at all meetings of the unit owners. The appointment of any proxy will be made in a writing filed with the secretary, and will be revocable at any time by notice in writing to the secretary. Voting will be on a percentage basis. The percentage of the vote to which a unit owner is entitled will be 50% of the total voting power, which entitles each unit to one vote each. In the event that more than one person or entity holds title to a unit, the vote for such unit shall be divided into equal fractional voting shares among each person or entity holding title, but in no case shall the sum of fractional voting shares be less or more than one per unit.

Prior to each meeting where a vote is to take place, the unit owners shall appoint a person to serve as a custodian for a deadlock vote place. The custodian shall have voting power equal to that of one unit owner, but shall have no other power under these bylaws. The custodian's vote shall be controlling as to the deadlocked issue. If the unit owners cannot agree on a person to serve as custodian, the custodian will be the Registered Agent for the Little Charles Condominium Association, Inc. at the time of the vote.

Section Nine. Minutes. Minutes shall be taken at all meetings of unit owners. Copies of the minutes shall be available for inspection at the office of the association by unit owners and members of the board of administration at all reasonable times.

Section Ten. Title to Units. Title to units may be acquired and held in the name of an individual, in the name of two or more persons as joint tenants, tenants-in-common, or any other joint estate recognized under Florida law, or in the name of a corporation, a partnership, or a fiduciary.

ARTICLE FOUR. OFFICERS

Section One. Designation. The principal officers of the association will be a president and a secretary. The unit owner who was first in time to obtain title to a unit in the Little Charles, a Land Condominium shall serve as president. The board may appoint any other officers as in its judgment may be necessary. In the event that more than one person or entity holds title to a unit, only one title holder from each unit may serve as president or secretary. The president and secretary may appoint other to offices in the association to carry on the duties of the association. However, no appointments shall change the voting power of the members or title holders.

Section Two. Exchange of Officers. After a two-year term and every two years thereafter, each unit owner shall take the position(s) of the other unit owner.

Section Three. Removal of Officers. On the affirmative vote of a majority of the members of the board of administration, any officer other than the president and secretary may be removed, with or without cause, and his or her successor may be elected at any regular meeting of the board of administration, or at any special meeting of the board called for that purpose.

Section Four. President. The president will be the chief executive officer of the association. He or she will preside at all meetings of the board of administration and of unit owners. He or she will have all general powers and duties that are incident to the office of president of a not-for-profit corporation organized in Florida, including, but not limited to the power to appoint committees from among the owners as he or she may deem appropriate to assist in the conduct of the affairs of the association.

Section Five. Vice President. The vice president shall take the place of the president and perform his or her duties whenever the president is absent or unable to act. If neither the president nor the vice president is able to act, the board of administration will appoint some other member of the board to do so on an interim basis. The vice president will also perform any other duties as may from time to time be imposed on him or her by the board of administration.

Section Six. Secretary. The secretary shall keep the minutes of all meetings of the board of administration and of the unit owners; he or she will have charge of the books and papers as the board of administration may determine; and he or she will, in general, perform all duties incident to the office of secretary of a corporation not for profit organized under the laws of the State of Florida.

Section Seven. Treasurer. The treasurer shall have responsibility for the funds and securities of the condominium, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name of the board of administration or managing agent, in the depositories as may from time to time be designated by the board of administration, and will, in general, perform all duties incident to the office of treasurer of a corporation not for profit organized under the laws of the State of Florida.

Section Eight. Compensation. No officer will receive any compensation from the association for acting as such. However, nothing contained herein will be construed to preclude any officer from serving the association in any other capacity, and receiving compensation therefore.

ARTICLE FIVE. OPERATION OF PROPERTY

Section One. Determination of Common Charges. The board of administration will from time to time, and at least annually, prepare a budget for the condominium. This budget will include projections of common expenses, common revenues (from sources other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of the common charges against unit owners as provided in the declaration.

As used in these bylaws, the term “common expenses” or “common charges” shall mean expenses or charges for the association and condominium for which unit owners are proportionately liable, and shall include, but shall not be limited to the following:

- (a) all expenses of administration of the association;
- (b) management fees;
- (c) all expenses for maintenance, repair, and replacement of the common elements;
- (d) rent for recreational and other commonly used facilities;
- (e) taxes on association property;
- (f) taxes on leased areas;
- (g) insurance premiums on all policies of insurance obtained by the board of administration, managing agent, or manager;
- (h) security expenses;
- (i) working capital reserve;
- (j) general operating reserve;
- (k) repair and replacement reserve;
- (l) reserve for deficits accrued in prior years;

- (m) reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at a trustee's sale or at foreclosure or other judicial sale;
- (n) utility expenses for water and gas, and related sewer rents;
- (o) utility expenses for electricity serving the common elements, other than leased portions of it which will be separately metered;
- (p) all other amounts that the owners may agree upon or that the board of administration may deem necessary or appropriate for the operation, administration, and maintenance of the condominium; and
- (q) all other amounts designated common expenses by the declaration, by these bylaws, or by law.

The board of administration will furnish copies of the budget on which the allocations and assessments of common charges are based to all unit owners and mortgagees and trust deed beneficiaries.

Section Two. Collection of Assessments. The board of administration will assess common charges against the unit owners from time to time, and at least annually, and will advise each unit owner in writing of the amount of common charges payable by him or her. If any common charge remains unpaid for more than thirty (30) days from the date due, the board of administration will take prompt action to collect the same.

Section Three. Common Surplus. If in any taxable year, the net income of the unit owners from assessments and all other sources except casualty insurance proceeds and other nonrecurring items exceeds the sum of: (a) total common expenses for which payment has been made or liability incurred within the taxable year; and (b) reasonable reserves for common expenses in the next succeeding taxable year as may be determined by the board of administration, the excess will be returned forthwith to unit owners, the share of each being in proportion to the amount of assessments for common expenses paid by him or her within the taxable year.

Section Four. Liability for Assessments. All unit owners are obligated to pay the common charges assessed by the board of administration at such times as the board may determine. No unit owner may exempt himself or herself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his or her unit. However, no unit owner will be liable for any assessment for common charges against his or her unit subsequent to a sale, transfer, or other conveyance by him or her of the unit made in accordance with the provisions of Section Three of Article Seven of these bylaws. Moreover, any owner of an unit that is free and clear of all liens and encumbrances other than a first mortgage or deed of trust and any lien for unpaid common charges, may, subject to the provisions of these bylaws, convey the unit to the board of administration or its designee, corporate or otherwise, as grantee on behalf of all other unit owners and such conveyance will exempt the owner from liability for any common charges assessed thereafter. On the voluntary sale or conveyance of an unit, all unpaid assessments against the seller for common expenses

shall first be paid from the proceeds of sale or by the purchaser in preference to any other assessments or charges of whatever nature except: (a) assessments, liens, and charges in favor of the state or any political subdivision thereof for taxes past due and unpaid on the unit; or (b) amounts due under mortgage or deed of trust instruments duly recorded. Any payment by a purchaser will be without prejudice to the right of the purchaser to recover over from his or her seller any amounts for which he or she was not liable under his or her contract of sale. Additionally, any purchaser or mortgagee or trust deed beneficiary will be entitled to a statement from the board of administration setting forth the amount of unpaid common charges due the association from any seller, and will be entitled to rely on the statement. The purchaser, mortgagee, or beneficiary will not be liable, nor will the subject unit be subject to a lien, for any unpaid common charges in excess of the amount set forth in the statement. A mortgagee, trust deed beneficiary, or other purchaser of an unit at a trustee's sale, or at a foreclosure or other judicial sale, will not be liable for nonpayment of any common charges assessed prior to the date of the sale, and the unit will not be subject to a lien for nonpayment of the charges.

Section Five. Default in Payment of Common Charges. In the event an unit owner fails, for thirty (30) days following the due date, to pay to the board of administration the common charges assessed against his or her unit, the unit owner will be deemed in default, and will be obligated to pay interest at the legal rate on the common charges from the due date thereof, together with all expenses, including reasonable attorney's fees, incurred by the board of administration in any proceeding brought to collect the same, or to foreclose the lien for nonpayment thereof.

Section Six. Foreclosure of Liens for Unpaid Common Charges. It will be the right and duty of the board of administration to attempt to recover unpaid common charges, together with interest, and expenses of the proceeding, including reasonable attorney's fees, by an action brought against any unit owner in default on his or her obligation to pay the same, or by foreclosure of the lien on any unit in respect to which the default has occurred. Any such lien may be foreclosed in the same manner as a mortgage on real property. In any foreclosure, the unit owner will be required to pay reasonable rental for the unit for the period beginning on the date notice of default is first served and ending on the date of sale; and the board of administration, as plaintiff in the foreclosure, will be entitled to the appointment of a receiver to collect the same. The board of administration, acting on behalf of all unit owners as the unit owners, will have power to bid on and purchase any such unit, and to acquire, hold, lease, encumber, convey, or otherwise deal with it. Suit to recover a money judgment for unpaid common charges will be maintainable without foreclosing or waiving the lien securing the same, and foreclosure will be maintainable notwithstanding the pendency of a suit to recover a money judgment.

Section Seven. Maintenance and Repair.

(a) Each owner will promptly perform all maintenance and repair work within his or her own unit, which if omitted would affect any common element, any portion of the property belonging to other owners, or the condominium as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may cause.

(b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside individual units, will be the responsibility of the board of administration and will be charged to all unit owners as common expenses unless the maintenance, repairs, or replacements are necessitated by the negligence or misconduct of individual unit owners, in which case the expenses will be the responsibility of and will be charged to the individual unit owners.

(c) Each unit owner will be responsible for and reimburse the association for any expenditure incurred in repairing or replacing any common element damaged through his or her fault.

Section Eight. Uses of Units.

(a) Units will be occupied and used by their respective owners only as private dwellings for the owner, his or her family, tenants, and social guests, and for no other purpose whatsoever.

(b) No portion of a unit other than the entire unit may be rented, and no unit may be rented for hotel or transient purposes.

(c) Residents will exercise extreme care about making noises or playing music which may disturb other residents. Residents keeping domestic animals must abide by municipal sanitary regulations.

(d) Hanging, cleaning, or beating garments, rugs, etc., from or on the windows, terraces, or facades of the building is prohibited.

(e) Throwing garbage or trash outside of disposal installations provided for such purposes is prohibited.

(f) No owner, resident, or lessee will install wiring for any electrical or telephone installation, television antenna, air-conditioning unit, or machine of any kind on the exterior of the project which protrudes through the walls or the roof of the project except as authorized by a majority of unit owners.

(g) Owners will not take or cause to be taken within their units any action that would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant to it or affect the common elements without the unanimous consent of all unit owners who might be affected.

(h) Owners will not permit anything to be done or kept in their units that would increase the rate of fire insurance on it or on the condominium as a whole.

(i) No immoral, improper, offensive, or unlawful uses will be made of condominium property or any part of it, and each unit owner, at his or her own expense, will comply with, perform, and fully satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting his or her unit.

Section Nine. Modifications by Unit Owners. No unit owner will make any structural addition or alteration in or to his or her unit without the prior written consent of the board of administration. On request by any unit owner for approval of a proposed addition or alteration, the board of administration will answer the same within 30 days after receipt of it, and failure to

do so within the stipulated time will constitute a consent. Any application to any governmental authority for a permit to make any addition or alteration in or to any unit will be executed by the board of administration only. However, neither the board nor any member of the board will be liable to any contractor, subcontractor, or workers, or to any person claiming injury to person or property as a result of the addition or alteration or the construction of it. The provisions of this section will not apply to units owned by developer until the units have been initially sold by developer and paid for.

Section Ten. Right of Entry. Each unit owner will grant to the manager, managing agent, or other person or persons authorized by the board of administration, a right of entry to correct any condition threatening his or her unit or originating in his or her unit and threatening another unit or a common element; to install, alter, or repair mechanical or electrical services or other common elements located in his or her unit or elsewhere; and to correct any condition which violates the provisions of any mortgage secured by, or deed of trust covering, any other unit. Requests for entry will be made in advance and will be scheduled for times convenient to the owner except that in case of emergencies, right of entry will be immediate, and will exist whether the unit owner is present at the time or not.

Section Eleven. Use of Common Elements. Unit owners will not place or cause to be placed in the lobbies, vestibules, stairways, elevators, and other condominium areas and facilities of a similar nature comprising either general or limited common elements, any furniture, packages, or objects of any kind. The areas (other than lobbies) will be used for no other purpose than for normal transit through them.

Section Twelve. Modifications by Board of Administration. Any additions or alterations in or to the common elements costing \$250.00 or less may be made by the board of administration without approval of the unit owners or of unit mortgagees or trust deed beneficiaries, and the costs of it will be treated as common expenses. Whenever, in the judgment of the board of administration, the common elements require additions or alterations costing in excess of \$250.00, the making of the additions or alterations will require approval by a majority of the unit owners. After approval has been obtained, the board of administration will proceed with the additions or alterations, and the costs will be treated as common expenses.

Section Thirteen. Repair or Reconstruction. In the event of any damage to or destruction of any improvements on the condominium property or any part thereof, including any unit therein, but excluding furniture, fixtures, decorations, equipment, or personal property installed or placed therein by unit owners or to any common element or elements or any part of them, the improvements or common elements will be promptly repaired and restored by the board of administration using the proceeds of any insurance procured and maintained as provided in this agreement. If the proceeds are inadequate to cover the cost of repair and restoration, unit owners directly affected by the damage or destruction will be assessed on an equitable basis according to the benefit to be derived by them from the repair and restoration. If any one or more of those comprising a minority of unit owners refuses to pay the assessments, on proper resolution setting forth the circumstances of the case, the majority may proceed with the repair or restoration at the expense of the unit owners to be benefited by the repairs and restoration. However, if 50% or more of the building is destroyed or substantially damaged, as shall be

determined by the unit owners, unless otherwise unanimously agreed on by the unit owners, the board of administration will proceed to realize on the salvage value of the portion of the condominium property damaged or destroyed, by sale or otherwise, and will collect the proceeds of any insurance. After that, the net proceeds of the sale or other disposition of the property, together with the proceeds of any insurance, after making provision for the removal of all debris and the restoration of the land to level grade, if appropriate, will be considered as one fund, and will be divided among unit owners directly affected by the damage or destruction or their mortgagees or trust deed beneficiaries, as their interests may appear, in accordance with the percentages of their common interest as set forth in the declaration.

Section Fourteen. Fire and Extended Coverage Insurance. The board of administration, or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against loss by fire and other casualties normally covered under broad-form fire and extended coverage insurance as written in Florida, covering all general and limited common elements, all structural portions of the condominium property, and all units, but not including furniture, fixtures, decorations, equipment, or personal property installed or placed therein by unit owners, in an amount satisfactory to mortgagees holding first mortgages and/or beneficiaries under first trust deeds on all units but in any event not less than 67% of the assessed value thereof. The premiums for such insurance will be a common expense to be paid by monthly assessments levied by the board of administration.

Section Fifteen. Liability Insurance. The board of administration or the managing agent or manager, as the case may be, will obtain and continue in effect insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the general and limited common elements in such amounts, satisfactory to mortgagees holding first mortgages and/or beneficiaries under first trust deeds on 3 or more units, as will be determined by the board of administration. The premiums for the insurance will be a common expense to be paid by monthly assessments levied by the board of administration.

Section Sixteen. Beneficiaries of Insurance. All policies of insurance required to be obtained in this document will be written in the name of the unit owners. Even though not named in such policies, however, each unit owner and his or her mortgagee or mortgagees, or trust deed beneficiary or beneficiaries, if any, will be a beneficiary in the percentage assigned to his or her respective unit in the declaration.

Section Seventeen. Right of Owners to Insure Units. Any insurance procured or maintained by the board of administration, or managing agent or manager, as the case may be, will be without prejudice to the right of each unit owner to procure and maintain the unit insurance as he or she sees fit.

Section Eighteen. Rules and Regulations. Rules and regulations concerning the use of the common elements and of individual units may be promulgated and amended from time to time by the board of administration with the approval of a majority of unit owners. Copies of all rules and regulations will be furnished by the board of administration to each unit owner prior to their effective date.

Section Nineteen. Abatement of Violations. Violation of any provision of the declaration, of these bylaws, or of any rule or regulation adopted pursuant to it, will give the board of administration, acting on behalf of all unit owners, the right, in addition to any other rights set forth here:

(a) to enter any unit in or as to which the violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any thing or condition constituting the violation or breach; and the board of administration will not be deemed guilty of trespass in so doing; or

(b) to enjoin, abate, or remedy the continuance of the violation or breach by appropriate legal proceedings, or to bring an action for recovery of damages.

Section Twenty. Arbitration. In the event of internal disputes arising from the operation of the condominium among unit owners, associations, agents, and assigns, there shall be voluntary binding arbitration conducted by the Division of Florida Land Sales and Condominiums of the Department of Business Regulation. The decision of the arbitrator shall be final.

ARTICLE SIX. MORTGAGES AND DEEDS OF TRUST

Section One. Notice of Encumbrance. An owner who mortgages his or her unit or deeds his or her unit in trust will, within 7 days after such mortgage or deed of trust has been executed, notify the manager, managing agent, or secretary of the association of the name and address of his or her mortgagee or trust deed beneficiary; and the secretary will maintain such information in a book entitled "Mortgagees of Units."

Section Two. Payment of Assessments. No unit owner will be permitted to convey, mortgage, deed in trust, pledge, sell, or lease his or her unit unless and until he or she has paid in full to the board of administration all unpaid charges assessed against his or her unit, and until he or she has satisfied all unpaid liens against his or her unit other than mortgage liens.

Section Three. Notice of Unpaid Assessments. The secretary of the association will, at the request of a mortgagee or trust deed beneficiary of a unit, report any unpaid assessments due from the owner of such unit.

Section Four. Notice of Default. On giving notice to a unit owner of a default, whether in payment of common charges or otherwise, the board of administration will send a copy of the notice to each holder of a mortgage secured by the unit, or trust deed beneficiary of the unit, whose name and address appears in the book entitled "Mortgagees of Units."

Section Five. Inspection of Books. Unit owners, mortgagees, and beneficiaries under deeds of trust covering units will be permitted to inspect the books of account of the condominium at reasonable times during business hours.

ARTICLE SEVEN. SALES AND LEASES OF UNITS

Section One. Compliance with Article. No unit owner may sell or lease his or her unit or any interest in the unit except by complying with the provisions of this article.

Section Two. Severance of Ownership. Any sale of a unit must include the sale of the undivided interest in the common elements appurtenant to that unit; the interest of the seller in any units acquired by the board of administration, or the proceeds of the sale or lease of it; and the interest of the seller in any other assets of the condominium (collectively referred to in this agreement as appurtenant interests). No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer, or other disposition of the unit to which the interests are appurtenant; or as a part of a sale, transfer, or other disposition of such part of the appurtenant interests of all units. Any deed, mortgage, deed of trust, or other instrument purporting to affect a unit or one or more appurtenant interests without including all the interests will be deemed to include the interest or interests that were omitted; it being the intention here to prevent any severance of combined ownership of units and their appurtenant interests.

Section Three. Right of First Refusal. Any unit owner who receives a bona fide offer for the sale or lease of his or her unit which he or she intends to accept will give notice to the board of administration of the terms of the offer, the name and address of the offeror, and other information as the board may reasonably request. The giving of this notice will constitute a warranty and representation by the unit owner to the board of administration that the owner believes the offer to be bona fide in all respects and intends to accept it. Within 7 days after receipt of the notice, the board may elect, by notice to the unit owner, to purchase or lease the unit, on behalf of the unit owners, on the same terms and conditions stated in the unit owner's notice. If the board or its designee fails, within 7 days, to give notice of its intent to purchase or lease the unit, the unit owner will be free to contract, sell, or lease the same to the outside offeror on the terms and conditions set forth in the original offer.

Section Four. Consent of Unit Owners. The right of first refusal set forth above may not be exercised by the board of administration without the prior approval of a majority of unit owners.

Section Five. Release of Right of First Refusal. The right of first refusal set forth above may be released or waived by the board of administration.

Section Six. Certificate of Termination or Waiver of Right of First Refusal. Any unit owner who has given the notice required in Section Three of this article, or in respect to whom the provisions of the section have been waived, may request a certificate of termination or waiver, as the case may be, of the right of first refusal. On the request, a certificate of termination or waiver will be executed and acknowledged by the secretary of the association, and the certificate will be conclusive on the board of administration and the unit owners in favor of all persons relying on it in good faith.

Section Seven. Financing Acquisition of Units by Board of Administration. Acquisition of units may be financed from the acquisitions reserve, working capital, and common charges in the hands of the board of administration. If the funds are insufficient, the board may levy an assessment against unit owners in proportion to their ownership of the common elements, as a common charge. The board is also authorized to borrow money to finance the acquisition of these units. However, no lien or encumbrance on any property, other than the unit to be acquired, may be suffered to secure the financing.

Section Eight. Exceptions. The right of first refusal stated in this agreement will not apply to any sale or lease of a unit by its owner to his or her spouse, to any of his or her children, to his or her parent or parents, to his or her brothers or sisters, or to any one or more of them; nor will the right apply to any unit owned by the developer, or to the acquisition or sale of any unit by a mortgagee or trust deed beneficiary acquiring title by foreclosure or by exercise of a power of sale. Nor will the right apply to any transfer or conveyance of a unit by gift, by devise, or by intestate succession.

ARTICLE EIGHT. EMINENT DOMAIN

Section One. Condemnation of Common Elements. If all or any part of the general or limited common elements is taken, injured, or destroyed by eminent domain, each unit owner will be entitled to participate, through the association, in the proceedings incident to it. However, any damages shall be for the taking, injury, or destruction as a whole, and will be collected by the board of administration. If those unit owners entitled to exercise 51% or more of the total voting power of the association duly and promptly approve the repair and restoration of the general or limited common elements, the board of administration will contract for repair and restoration, and will disburse the proceeds of the award in appropriate progress payments to contractors engaged in repair and restoration. If the proceeds of the award are insufficient to defray the entire expense of repair and restoration, the excess of the expense over the proceeds will be treated as a common expense or limited common expense. In the event that those unit owners entitled to exercise 51% or more of the total voting power of the council do not duly and promptly approve the repair and restoration of the common elements, the net proceeds will be divided by the board of administration among all unit owners in proportion to their respective general or limited common interests, as the case may be, paying out of the share of each unit owner the amount of any unpaid liens on his or her unit, in the order of priority of the liens.

Section Two. Condemnation of Units. If all or any part of any unit or units, other than the undivided interest or interests in the general and limited common elements appurtenant to it, is taken, injured, or destroyed by eminent domain, each unit owner so affected will be entitled to participate directly in the proceedings incident to it. Any damages will be payable directly to the unit owner or owners.

ARTICLE NINE. RECORDS

Section One. Records; Certification by Certified Public Accountants. The manager, managing agent, and board of administration will keep detailed records of all actions of the manager, managing agent, and board of administration, as well as minutes of the meetings of

the board of administration, minutes of the meetings of the unit owners, and financial records and books of account for the condominium, including a chronological record of all receipts and disbursements. A separate account will also be kept for each unit containing, among other things, the amount of each assessment against the unit, the date when due, amounts paid on it, and the balance remaining due. The board of administration will also prepare a quarterly written report summarizing receipts and disbursements of the condominium, copies of which will be made available to all unit owners. Additionally, an annual report of receipts and disbursements of the condominium, certified by an independent certified public accountant, will be rendered by the board of administration to all unit owners, mortgagees, and trust deed beneficiaries requesting it, promptly after the end of each fiscal year.

ARTICLE TEN. MISCELLANEOUS

Section One. Notices. All notices required or permitted to be sent to the board of administration will be sent by registered or certified mail in care of the manager or managing agent, or if there is no manager or managing agent, to the office of the board of administration at *509 Whitehead Street* in the City of Key West, County of Monroe, State of Florida, or to any other address as the board may from time to time designate. All notices required or permitted to be sent to any unit owner will be sent by registered or certified mail to the condominium or to any other address as the owner may have designated in writing to the board of administration. All notices to unit mortgagees or trust deed beneficiaries will be sent by registered or certified mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units." All notices will be deemed to have been given when mailed, except notices of change of address which will be deemed to have been given when received.

Section Two. Waiver. No restriction, condition, obligation, or provision contained in these bylaws will be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of violations and failures to enforce that may occur.

Section Three. Invalidity. If any provision or provisions of these bylaws is or are declared invalid, the invalidity will in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these bylaws.

Section Four. Captions. Captions are inserted in these bylaws for convenience and reference only, and will not be taken in any way to limit or describe the scope of these bylaws or any provision thereof.

ARTICLE ELEVEN. AMENDMENTS

Section One. Amendments. These bylaws may be amended or supplemented by a 100% vote of the unit owners at a meeting of unit owners duly called and held for this purpose. Any amendment or supplement shall be filed for record in the office in which these bylaws are recorded.

ARTICLE TWELVE. CONFLICTS

Section One. Conflicts. These bylaws are intended to comply with the requirements of, and are written according to the provisions of, Chapter 718 of the Florida Statutes. If these bylaws or any provisions hereof are so construed as to be in conflict with the provisions of such statutes or of the declaration to which they are attached, the revisions of the statutes or of the declaration, as the case may be, will control.

The foregoing was adopted as the By-Laws of Little Charles Condominium Association, Inc., on the _____ day of _____, 2019.

**LITTLE CHARLES
CONDOMINIUM ASSOCIATION, INC.**

HAROLD KESSLER, President