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DECLARATION OF CONDOMINIUM  
OF  
KEY WEST PROFESSIONAL CENTRE CONDOMINIUM

CLAYTON R. ZEHNER, hereinafter called the Developer, on behalf of himself, his successors, grantees and assigns, hereby makes this Declaration of Condominium to its grantees and assigns, and its heirs, successors and assigns.

1. **PURPOSE.** The purpose of this Declaration is to submit the lands herein described and the improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter called the Condominium Act.

2. **NAME.** The name by which this commercial condominium is to be identified is KEY WEST PROFESSIONAL CENTRE CONDOMINIUM, hereinafter called the Condominium.

2.1 The name of the Condominium Association responsible for the operation of the Condominium is KEY WEST PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which corporation was established pursuant to the Articles of Incorporation thereof and these Articles are attached hereto and made a part hereof as Exhibit "B".

3. **THE LAND.** The lands owned by Developer, which by this instrument, are submitted in fee simple subject to easements, restrictions and limitations of record, to the condominium form of ownership are described in Exhibit "A" attached to this Declaration.

4. **DEFINITIONS.** As used in this Declaration of Condominium and Bylaws attached hereto, unless the context otherwise requires, the following definitions shall prevail.

4.1. **Assessment** means a share of the funds required for the payment of common expenses which is assessed against the suite owners from time to time.

4.2. **Association** means the entity responsible for the operation of the condominium.

4.3. **Board of Directors (or Board of Administration)** means the Board of Directors responsible for the administration of the condominium.

4.4. **Bylaws** means the Bylaws of the Association as they exist from time to time.

4.5. **Common Elements** means the portions of the Condominium property not included in the suites.

4.6. **Common Expenses** means all expenses and assessments properly incurred by the Association for the Condominium, and shall include:

a. Expenses of administration, expenses of insurance, maintenance operation, repair, replacement and betterment of the common elements and of the portions of the suites to be maintained by the Association.

b. Expenses declared common expenses by the provisions of the Declaration or the Bylaws.

c. Any valid charge against the Condominium property as a whole.

4.7. **Common Surplus** means the excess of all receipts of the Association - including but not limited to assessments,

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HARVEY B. GOLDBERG, ESQUIRE OF

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rents, profits and revenues on account of the common elements - over the amount of common expenses.

4.8. Condominium means that form of ownership of real property wherein suites or improvements are subject to ownership by different owners, and there is appurtenant to each suite as part thereof an undivided share in the common elements.

4.9. Condominium Act means and refers to the Condominium Act of the State of Florida (F.S. 718 et seq.) and as it may be amended from time to time.

4.10. Condominium Documents means this Declaration, the Bylaws and all exhibits attached hereto and as they may be amended from time to time.

4.11. Condominium Parcel means a suite together with the undivided share in the common elements and limited common elements appurtenant to the suite.

4.12. Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

4.13. Condominium Suite (sometimes referred to only as suite) means a part of the condominium property which is to be subject to private ownership.

4.14. Declaration or Declaration of Condominium means this instrument as it may be amended from time to time.

4.15. Developer means CLAYTON R. ZERNER, his successors or assigns.

4.16. Institutional Mortgagee means the holder of a first mortgage against a condominium parcel which holder is a bank, savings and loan association, mortgage banker, real estate or mortgage investment trust, pension or profit sharing trust, the Developer itself, or any first mortgage designated as an Institutional Mortgagee by the Developer, whether or not such mortgagee be elsewhere herein so defined, and its successors and assigns authorized to do business in the State of Florida or an Agency of the United States Government.

4.17. Limited Common Elements means those common elements which are reserved for the use of a certain suite or suites.

4.18. Occupant means the person or persons, other than the Suite Owner, in possession of a suite.

4.19. Regulations means the regulations respecting the use of the condominium property that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.

4.20. Suite Owner means the owner of a condominium parcel.

4.21. Utility Services means the normal utility services provided for a suite, including but not limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, trash removal and sewage disposal.

4.22. Mandatory Membership. There are memberships in a master association associated with this Condominium for the operation and maintenance of certain common properties.

Unit Owners are required to pay their share of the cost and expense of maintenance, management, upkeep, replacement and assessments under the Declaration of Covenants, Conditions and

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Restrictions FOR KEY WEST PROFESSIONAL CENTRE AND THE SHOPPES OF KEY WEST (the Master Association).

All members in the KEY WEST PROFESSIONAL CONDOMINIUM ASSOCIATION, INC. are subject to and shall abide by the Master Declaration of Covenants, Conditions and Restrictions for KEY WEST PROFESSIONAL CENTRE AND THE SHOPPES OF KEY WEST as above referenced. The estimated operating budget for KEY WEST PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC. reflects the assessment by the Master Association, which is subject to change.

Whenever the context so permits, the use of the plural shall include the singular, the singular, the plural, and the use of any gender shall be deemed to include all genders.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to such term by Section 718.013 of the Condominium Act.

5. DEVELOPMENT PLAN. Developer proposes to construct the overall development in five (5) phases, PHASE I, PHASE II, PHASE III, PHASE IV and PHASE V.

Each phase will consist of a single building structure. Within each building will be suites which will be identified with numerical designations. A prospective purchaser may purchase a combination of any number of suites, but no suite may be subdivided for sale.

The initial construction will consist of Phase I as shown on Exhibit "A". When additional phases are completed, an amendment will be recorded to show the completion of the phase.

Developer reserves the right in its sole discretion to add any phase in any order of development. Notwithstanding anything contained in this Declaration to the contrary, no portion of any phase shall be affected or encumbered by this Declaration unless and until the Amendment with respect to the specific phase is recorded in the Public Records of Lee County, Florida.

All suites have access to sidewalks and parking. The Site Plan (Exhibit "A") shows the proposed sidewalk access to the suites and the proposed parking for Phase I.

5.1 Changes in Developer-Owned Suites. Developer reserves the right to modify the Plan of Development at any time and from time to time without prior notice, provided only that the approval of any governmental authority having jurisdiction over such modification is first obtained.

Developer shall have the right without the vote or consent of the Association to:

a. Make alterations, additions or improvements in, to, and upon the suites owned by the Developer, whether structural or nonstructural, interior or exterior, ordinary or extraordinary.

b. Change the layout of suites in any Phase as long as such changes do not change the size of the suites for which a contract of purchase has been executed, unless such change is approved by the purchaser affected by the change.

c. Change any suite or building boundaries, including but not limited to, the right to increase or decrease or change the configuration of any suite even if such increase, decrease or change in configuration decreases or increases the common elements of the Condominium so long as such changes do not

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adversely affect the aesthetic appearance of the project and do not decrease the common elements and limited common elements more than five percent (5%) and do not change the size of the suite for which a contract of purchase has been signed unless such change in size is approved by the purchaser affected by the change.

5.2 Share of Common Elements, Expenses and Surplus. Each suite in Phase I and in all other phases which may be added to the Condominium, shall have as an appurtenance thereto an undivided share in the common elements and shall share in the common expenses and common surplus. The apportionment of common expenses, common elements and common surplus shall be determined by the square footage of the unit(s).

5.3. Voting. Each suite which is made a part of the Condominium shall have, as elsewhere provided, as an appurtenance thereto, one (1) vote for each suite.

5.4 Alteration of Suite Plans by Owner. The interior plan of a suite may be changed by its owner, and the boundaries between suites may be changed by the owners of the suites affected. No suites may be subdivided. No change in the boundaries of the suites shall encroach upon the boundaries of the common elements and limited common elements. Boundary walls must be soundproof and must be equal in quality of design and construction to the existing boundary walls. Any change that is made within a suite or in its boundaries shall comply also with the requirements of the section concerning Maintenance, Alteration and Improvement.

5.5. Amendment of Declaration. Developer reserves the right to amend the Declaration of Condominium to effect of record the completion of the Condominium Property as well as the description of the suites. Such completion shall be shown by a certificate of surveyor in the form required and, when appropriate, certification by an architect or engineer authorized to practice in the State of Florida that the contemplated improvements have been constructed substantially as herein represented, or if not so constructed, then designating the changes made. Such Amendment to this Declaration of Condominium shall only require execution by the Developer and need not be approved by the Association, suite owners, or lessors, of suites of the condominium whether or not elsewhere required for an amendment.

6. SUITE BOUNDARIES. Each suite shall be bounded as to both horizontal and vertical boundaries as defined below, whether the same exist now or are created by construction, settlement or movement of the building, or by permissible repairs, reconstruction or alterations. Such boundaries are intended to be as follows and shall be determined in the following manner:

6.1. Horizontal Boundaries: The upper and lower boundaries of the suite shall be:

a. Upper Boundaries: The underside of the unfinished undecorated surface of the ceiling of the unit.

b. Lower Boundaries: The upperside of the unfinished undecorated surface of the floor of the unit, extended to meet the vertical boundaries.

6.2. Vertical Boundaries: The vertical boundaries shall be the interior unfinished surfaces of the perimeter walls of the unit.

6.3. Perimetrical Boundaries: The perimetrical boundaries of the units shall be the vertical planes of the unfinished outer surfaces of the exterior wall.

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6.4 Exterior Doors and Windows. Notwithstanding anything to the contrary contained herein, the outer doors leading to individual suites and windows of individual suites shall be deemed part of the condominium suite, although the Condominium Association reserves the right to provide uniform standards in connection with the physical appearance of such doors and windows.

6.5. Limitation of Ownership. The owner of the respective suite shall not be deemed to own the undecorated and/or unfinished interior surfaces of the party walls, exterior walls and floors surrounding his respective suite, nor shall the suite owner be deemed to own pipes, wires, conduits, or other public utility lines running through, under or over his respective suite and which are utilized for, or serve, more than one condominium suite. Such items are hereby made a part of the common elements.

The suite owner, however, shall be deemed to own the nonparty walls and partitions which are contained in his respective suite and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, drywall, etc. which are not a part of the supporting structure of the building.

7. EASEMENTS. Easements are reserved through the Condominium Property as may be required in order to serve the Condominium adequately.

7.1. Utilities: The property is subject to such easements for public utilities as are of public record or reflected in the survey and plot plan attached to the Declaration.

7.2. Ingress and Egress: An easement shall exist for vehicular and pedestrian traffic over, through and across such portions of the common elements as from time to time may be intended and designated for such uses and purposes for the use and benefit of the suite owners, their employees, clientele, guests and invitees; provided, however, that nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated for such purposes.

7.3. Construction: An easement shall exist in favor of the Developer in and through any and all individual suites for the purpose of constructing, completing and/or repairing improvements to be made to any and all adjoining suites.

7.4. Support: An easement of support shall exist in every portion of a suite which contributes to the support of a building.

7.5. Perpetual Easements: All condominium property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of any building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists. If the condominium property be destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist.

7.6. Unintentional and Nonnegligent Encroachments: If a suite shall encroach upon any common element or limited common elements or upon any other suite by reason of original construction or by the nonpurposeful or nonnegligent act of the suite owner, then an easement appurtenant to such encroaching suite, to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element or limited common elements shall encroach upon any suite by reason of original construction or the nonpurposeful or nonnegligent act of

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the Association, then an easement appurtenant to such common element or limited common elements, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

7.7. Future Development: Developer further, by these presents, does hereby save and reserve unto itself, its successors and assigns, the right to give and grant, relocate and amend such easements over, under and upon the property legally described in Exhibit A under the heading Surveyor's Plat, Exhibit A to Condominium Declaration of KEY WEST PROFESSIONAL CENTRE CONDOMINIUM, as may be needed or required in the sole discretion of the Developer for use and in connection with the development by developer of said property, its or other adjoining properties including but not limited to easements for various utilities, drainage facilities, irrigation facilities including pumps, wells and distribution lines, and entry features. The Developer reserves the right unto itself and the Association the right to grant permits, licenses and easements over the common areas for utilities, cable television, roads and other purposes reasonably necessary or useful for the proper maintenance for operation of the project.

8. MAINTENANCE, ALTERATION AND IMPROVEMENT.  
Responsibility for maintenance of the condominium property and restrictions upon its alteration and improvement shall be as follows:

8.1. Suites.

a. By the Association: The Association shall maintain, repair and replace at the Association's expense:

(1) All boundary walls and boundary slabs of a suite except interior surfaces, and all portions of a suite contributing to the support of the building, which portions to be maintained shall include but not be limited to the outside walls of the building and all fixtures on its exterior, boundary walls of suites, floor and ceiling slabs, and load-bearing walls.

(2) All conduits, plumbing, wiring, sewers and other facilities for the furnishing of utility services contained in the portions of a suite maintained by the Association; and all such facilities contained within a suite that service part or parts of the condominium other than the suite within which such facilities are contained.

(3) All incidental damage caused to a suite by the work which is the responsibility of the Association shall be repaired promptly at the expense of the Association.

(4) The Association, however, shall have authority to require suite owners at their expense to maintain, repair and replace doors and glass for windows within their respective suites except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

B. By the Suite Owner: The Suite Owner's responsibility shall be:

(1) To maintain, repair and replace at his expense all portions of his suite and portions of limited common elements purchased by suite owners except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of other suite owners. Such portions shall include but not be limited to the following items:

(a) The surface of all walls, ceilings and floors within such suite (including drywall, plaster or paneling).  
(b) The portion of all utilities and services

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serving only his specific suite, as opposed to those portions of the plumbing and electrical systems and T.V. and telephone connections serving more than a single suite.

(c) All doors and windows and glass serving his own suite. It is understood and agreed, however, that all maintenance and alterations in connection therewith shall be done in such a manner that it does not interfere with, alter, or detract from the building's overall uniform decorative appearance.

(d) The air conditioning and heating units as well as lighting fixtures for his suite.

(2) Any damage caused by the suite owner to any utilities or services passing through, under or over his suite shall be repaired or replaced by the suite owner regardless of which suites are affected by such damage.

C. Alteration of Suite: Except as elsewhere provided, neither a suite owner nor the Association shall make any alteration in the portions of a suite that are to be maintained by the Association, or remove any portion of them, or make any additions to any building, or impair any easement, without first obtaining approval in writing of owners of all suites in which the work is done and the approval of the Board of Directors of the Association. If the alteration or improvement will change the appearance of any portion of the exterior of the building, the change in appearance shall be approved also by the owners of fifty-one percent (51%) of the common elements at a meeting of suite owners called for that purpose. A copy of plans for all the work, prepared by an architect or engineer licensed to practice in the State of Florida, shall be filed with the Association prior to the start of the work.

Notwithstanding anything herein to the contrary, for so long as the Developer holds title to any suite in the condominium, no alteration or improvement as described herein shall be permitted without first obtaining approval in writing of the Developer in addition to the other required approvals, and a copy of plans for all the work prepared by an architect or engineer licensed to practice in the State of Florida shall be filed with the Developer prior to the start of the work.

8.2 Common Elements: The maintenance and operation of the common elements shall be the responsibility of the Association and the cost shall be a common expense.

a. Alteration of Common Elements and Limited Common Elements: Except as elsewhere provided, after the completion of the improvements included in the common elements and limited common elements contemplated by this Declaration, there shall be no substantial alteration of the common elements and limited common elements or acquisition of additional common elements and limited common elements without prior approval in writing by the owners of not less than seventy five percent (75%) of the suites.

The cost of work or acquisition shall not be assessed against an institutional lender that acquires its title as the result of owning a mortgage upon the suite owned, unless that owner shall approve the alteration or improvement or acquisition, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other suite owners in the share that their shares in the common elements and limited common elements bear to each other.

There shall be no change in the shares and rights of a suite owner in the common elements and limited common elements nor in his share of common expenses, whether or not the suite owner contributes to the cost of the alteration, improvement or acquisition.

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

9. ASSESSMENTS. The Association, through its Board of Directors, shall have the power to fix and determine the sum or sums necessary and adequate to provide for the common expenses of the condominium property and such other assessments as are provided for in this Declaration and the Bylaws attached hereto.

9.1. Share of Common Expense: Each suite owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, such shares being the same as the undivided share in the common elements and limited common elements appurtenant to the suite owned by him.

9.2. Delinquent Payment: Assessments that are unpaid for over thirty (30) days after due date shall be assessed a penalty at the rate of eighteen percent (18%) per annum from the date due until the date paid. All payments upon account shall be applied first to the penalty and interest and then to the assessment payment.

9.3. Lien for Assessments: The Association shall have a lien on each suite for any unpaid assessments, together with interest thereon, and a lien for all tangible personal property located within the suite. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or the enforcement of such lien shall be payable by the suite owner and secured by such lien.

9.4. Rental Pending Foreclosure: In any foreclosure of a lien for assessments, the owner of the suite subject to the lien shall be required to pay a reasonable rental for the suite, and the Association shall be entitled to the appointment of a receiver to collect the rent.

9.5. Institutional Mortgagees: Any lien on a condominium suite for any unpaid assessments and interest thereon shall be subordinate to the lien of an institutional first mortgage but superior to any other mortgages or liens. Where an institutional first mortgagee of record or other purchaser of a suite obtains title to the suite as a result of foreclosure of an institutional first mortgage, or when an institutional first mortgagee of record accepts a deed to said suite in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such suite or chargeable to the former suite owner which became due prior to the acquisition of title as a result of the foreclosure or acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessment shall be deemed to be common expenses collectible from all of the suite owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in a suite except through foreclosure of any institutional first mortgage of record (or deed in lieu thereof) as specifically provided in the foregoing Paragraph 9.5 shall not be entitled to occupancy of the suite or enjoyment of the common elements and limited common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

9.6. Assignment of Lien: 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 any suite owner or group of suite owners or to any third party.

10. ASSOCIATION. The Condominium shall be operated by KEY WEST PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, which shall fulfill its functions pursuant to the following provisions:

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10.1. Articles of Incorporation: A copy of the Articles of Incorporation is attached to this Declaration as Exhibit "B".

10.2. Bylaws: The Bylaws of the Association shall be the Bylaws of the Condominium and a copy is attached hereto as Exhibit "C".

10.3. Liability Limitation of Association: Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to suite 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 by other owners or persons.

10.4. Association Rosters:

a. Owners of Suites: The Association shall maintain a roster of names and mailing addresses of suite owners. The roster shall be maintained from evidence of ownership and from changes of mailing addresses furnished to the Association from time to time. Each suite owner shall furnish to the Association a certified copy of the record evidence of his title, which evidence shall entitle the suite owner to be included in the roster if his ownership has been approved by the Association in the manner elsewhere required.

b. Mortgages: The Association shall maintain a roster that shall contain the name and address of each owner and holder of a mortgage upon a suite in the condominium. This notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgage, which term shall include any owner and holder of a mortgage. The mortgage shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

10.5. Restraint Upon assignment of Shares in Assets: The share of a suite owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his suite.

10.6. Approval or Disapproval of Matters: Whenever the decision of a suite owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

11. INSURANCE: The insurance, other than builder's risk and other insurance furnished by the Developer during construction, that shall be carried upon the condominium property and the property of the suite owners shall be governed by the following provisions:

11.1. Insurance Obtained by the Association: The insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida. The Association shall obtain and maintain, to the extent available, insurance on the buildings and all other insurable improvements upon the land of the Condominium, including but not limited to, all of the equipment and other personal property for common use. The named insured shall be the Association individually and as agent for the owners of the suites covered by the policy (without naming them individually) and shall include mortgagees shown in the roster of mortgagees. Coverage for the Condominium shall include the following:

a. Casualty Insurance: Casualty or physical damage insurance shall be carried in an amount equal to at least eighty

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percent (80%) of the replacement value of the buildings as determined annually by the Board of Directors with the assistance of the insurance company affording such coverage. All policies of casualty or physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all first mortgagees of suites. Coverage, if available and if deemed appropriate by the Association, shall afford protection against the following:

(1) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement together with coverage for the payment of common expenses with respect to damaged suites during the period of reconstruction.

(2) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use, including but not limited to vandalism, malicious mischief, windstorm, machinery explosion or damage, and such other insurance as the Board of Directors may determine. The policies providing such coverage shall provide that, notwithstanding any provisions thereof which will give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable without the approval of the Association or if in conflict with the terms of this Declaration, and shall not be terminated for nonpayment of premiums without at least ten (10) days prior notice, and, for any other reason, without at least thirty (30) days prior notice to all of the insured, including each first mortgagee of suites indicated on such policies.

The policies shall state whether such items as interior fixtures (such as electrical and plumbing fixture), floor coverings except the floor slab, and inside paint and other inside wall finishes are covered by the insurance.

b. Public Liability Insurance: Public liability insurance shall be carried in such amounts and in such forms as shall be required by the Association with coverage to include legal liability, hired automobile, non-owned automobile and off-premises employee coverages.

c. Workers' Compensation Insurance: The Board of Directors shall secure a workers' compensation policy to meet the requirements of the law.

d. Directors' and Officers' Liability Insurance: The Board of Directors shall determine the amount of insurance coverage to be carried on the agents and employees of the Association.

e. Other Insurance: The Board of Directors shall secure such other insurance as it shall determine to be desirable.

11.2. Master Policies: The Association shall obtain master policies of insurance which shall provide that the loss thereunder shall be paid to a bank selected by the Association as its Insurance Trustee under this Declaration. Certificates of Insurance shall be issued which indicate on their face that they are a part of such master policies of insurance covering all suites of the condominium, the common elements and the limited common elements. A certificate of Insurance with proper mortgagee endorsements shall be issued to each owner and the original thereof shall be delivered to the first mortgagee or to the owner if there is no such mortgagee. The Certificate shall provide that improvements to suites which may be made by an owner shall not affect the valuation for the purpose of the insurance of the buildings and other improvements upon the land. Such master insurance policies and certificates shall contain provisions to the effect that:

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a. The insurer shall not be entitled to contribution from casualty insurance which may be purchased by owners as permitted hereunder except as provided in Paragraph 11.6 below.

b. The original Master Policy of Insurance shall be deposited with the Insurance Trustee and a memorandum thereof shall be deposited with any first mortgagee who may require such information. The Insurance Trustee shall acknowledge that the insurance policies and any proceeds thereof will be held in accordance with the terms thereof.

11.3 Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium caused by the use or misuse, occupancy or abandonment of a suite or its appurtenances or of the common elements and limited common elements by a suite owner shall be assessed against and paid by that owner. Not less than ten (10) days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to all owners and their first mortgagees as shown in the roster of mortgagees.

11.4. Insurance Proceeds: All proceeds payable as a result of sustained casualty losses which are covered by insurance purchased by the Association shall be paid to the Insurance Trustee. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold same in trust for the purposes provided in this Declaration and for the benefit of the owners and their respective mortgagees. Where a mortgage endorsement appears on the Certificate of Insurance, distributions of proceeds made by the Insurance Trustee shall be made to the owner and his mortgagee jointly.

The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds.

11.5. Association as Agent: The Association is irrevocably appointed agent for each suite owner and each owner of a mortgage or other lien upon a suite and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

11.6. Insurance Obtained by Owners: Each owner may obtain additional insurance at his own expense affording coverage upon his suite, personal property, and for his personal liability and expenses, but all such insurance shall provide that it shall be without contribution from the casualty insurance purchased by the Association or shall be written by the same insurance carrier. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association due to purchase by the owner of additional insurance as referred to herein, the owner shall assign the proceeds of such insurance, to the extent of the amount of such reduction, to the Board of Directors to be distributed as hereinabove provided.

12. RECONSTRUCTION AND REPAIR AFTER CASUALTY. Immediately after a casualty causing damage to property which is the Association's responsibility to maintain and repair, the Association shall be governed by the following provisions:

12.1. Determination to Reconstruct and Repair: Whether or not condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

a. Lesser Damage: If suites to which fifty percent (50%) of the common elements and limited common element are appurtenant are found by the Board of Directors of the Association

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to be tenantable after casualty, the damaged property shall be reconstructed and repaired.

b. Major Damage: If suites to which more than fifty percent (50%) of the common elements and limited common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds, and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(2) The notice shall call a meeting of suite owners to be held within thirty (30) days from the mailing of the notice.

(3) If the reconstruction and repair is approved at the meeting by the owners of seventy-five percent (75%) of the common elements and limited common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.

(4) The approval of a suite owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(5) The expense of this determination shall be assessed against all suite owners as a common expense.

12.2. Report of Damage: If any part of the condominium property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. The report shall include the following information:

a. Date and cause of damage.

b. Whether the damaged property will be reconstructed and repaired or the condominium terminated.

If the damaged property will be reconstructed and repaired, the report shall include the following information:

(1) Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

(2) Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.

(3) Schedule of damage for which suite owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.

The Insurance Trustee shall approve the manner of determining the estimated costs of reconstruction and repair and the finding as to whether the damaged property includes structural parts of a building, or the report of damage shall be substantiated by an attached report of an architect qualified to practice in Florida.

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12.3. Responsibility for Reconstruction and Repair: The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided in the Section entitled "Maintenance, Alteration and Improvement" (Section 8).

12.4. Plans and Specifications: Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached as exhibits; or if not, then according to the plans and specifications approved by the Board of Directors, and if the damaged property is a building, by the owners of not less than seventy five percent (75%) of the common elements and limited common elements, including the owners of all suites whose suites are to be altered by the plans.

12.5. Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during the work or upon completion of the work, the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all suite owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvements made at the request of the owner and not common to other suites shall be assessed to the owner of the suite.

12.6. Determination of Sufficiency of Funds: If the estimated costs of reconstruction and repair for which the Association is responsible do not exceed Ten thousand Dollars (\$10,000.00), the sufficiency of funds to pay the costs shall be determined by the Board of Directors and the sums paid upon the assessments shall be held by the Association. If the estimated costs exceed Ten Thousand Dollars (\$10,000.00), the sufficiency of funds to pay shall be determined by an architect qualified to practice in Florida and employed by the Association to supervise the work, and the sums paid upon the assessments shall be deposited by the Association with the Insurance Trustee.

12.7. Disbursement of Funds: The funds held by the Association or by the Insurance Trustee after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against suite owners on account of the casualty, shall be disbursed in the following manner and order:

a. Expenses of the Trustee: All expenses of the Insurance Trustee shall be paid first or provision made for payment.

b. Termination of the Condominium: If the condominium is terminated, either by agreement after lesser damage or by failure of the suite owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the suite owners as tenants in common in the undivided shares in which they own the common elements and limited common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to suite owners and their mortgagees being made payable jointly to them.

c. Reconstruction and Repair of Damage: If the damaged property is reconstructed and repaired, the funds shall be disbursed in the following manner:

(1) By Association - Damages of \$10,000.00 or less: If the estimated costs of reconstruction and repair that is the responsibility of the Association do not exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed in payment of these costs upon the order of the Association; provided, however, the funds shall be disbursed in the manner

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hereafter provided for the reconstruction and repair of damage of more than Ten Thousand Dollars (\$10,000.00) if the damaged property includes structural parts of a building or if requested by a mortgagee that is a beneficiary of an insurance policy where the proceeds are included in the funds.

(2) By Association - Damages of More Than \$10,000.00: If the estimated costs of reconstruction and repair that is the responsibility of the Association exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed in payment of these costs in the manner required by the Board of Directors; provided, however, that an architect qualified to practice in Florida and employed by the Association to supervise the work shall approve all disbursements as being due and properly payable.

(3) By Suite Owners: If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged suites who have responsibility for reconstruction and repair of their suites. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged suite bears to the total of these costs be paid in an amount in excess of the estimated costs for his suite. If there is a mortgage upon a suite, the distribution shall be paid to the suite owner and the mortgagee jointly and they may use the proceeds as they may determine.

d. Reliance Upon Certificate: Notwithstanding the provisions of the Declaration, the Insurance Trustee shall not be required to make a determination as to the existence of certain facts upon which the distribution of funds is conditioned. Instead, the Insurance Trustee may rely upon the Certificate of the Association made by its president and secretary.

(1) Whether the damaged property will be reconstructed and repaired or the condominium terminated.

(2) Whether or not payments upon assessments against suite owners shall be deposited with the Insurance Trustee.

(3) That sums to be paid are due and properly payable, the name of the payee and the amount to be paid.

(4) The names of suite owners to receive distribution of funds and the amounts to be distributed to them; provided, however, that when a mortgagee is required by this instrument to be named as payee of a distribution to a suite owner, the Insurance Trustee also shall name the mortgagee as payee of any distribution of Insurance proceeds to a suite owner.

e. Proviso: Provided, however, that under the following circumstances the approval of the architect elsewhere required shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair:

(1) When the report of damage shows that the damaged property includes structural parts of a building.

(2) When the report of damage shows that the estimated costs of reconstruction and repair that is the responsibility of the Association exceed Ten Thousand Dollars (\$10,000.00).

(3) If required by the Association or by a mortgagee that is a beneficiary of an insurance policy where the proceeds are included in funds to be disbursed.

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12.8. Benefit of Mortgagees: Certain provisions in this section entitled "Reconstruction and Repair After Casualty" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a suite and may be enforced by the mortgagee.

13. CONDEMNATION: The taking of condominium property by condemnation shall be deemed to be a casualty and the Association shall be governed by the following provisions:

13.1. Deposit of Awards with Insurance Trustee: The award for the taking of the condominium shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to suite owners, the suite owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special assessment shall be made against a defaulting suite owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

13.2. Determination Whether to Continue Condominium: Whether or not the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

13.3. Disbursement of Funds: If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds if the condominium is terminated after a casualty. If the condominium is terminated after condemnation, the size of the condominium will be reduced, the condemned suites of owners will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

13.4. Suite Reduced but Tenatable: If the taking reduces the size of a suite and the remaining portion of the suite can be made tenatable, the award for the taking of portion of the suite shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

a. Restoration of Suite: The suite shall be made tenatable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the suite.

b. Distribution of Surplus: The balance of the award, if any, shall be distributed to the owner of the suite and to each mortgagee of the suite, the remittance being made payable jointly to the owner and the mortgagees.

c. Adjustment of Shares in Common Elements and Limited Common Elements: If the floor area of the suite is reduced by the taking, the number representing the share in the common elements and limited common elements appurtenant to the suite shall be reduced by the taking, and then the shares of all suite owners in the common elements and limited common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

d. Assessments: If the amount of the award for the taking is not sufficient to pay the market value of the condemned suite to the owner and to condition the remaining portion of the suite for use as part of the common elements, the

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additional funds required for those purposes shall be raised by assessments against all of the suite owners who will continue as owners of suites after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes effected by the taking.

e. Arbitration: If the market value of a suite prior to the taking cannot be determined by agreement between the suite owner and mortgagees of the suite and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the suite; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all suite owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

13.6. Taking Common Elements: Awards for the taking of common elements shall be used to make the remaining portion of the common elements usable in the manner approved by the Board of Directors, provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvements of the common elements. The balance of the awards for the taking of common elements, if any, shall be distributed to the suite owners in the shares on account of the condemnation. If there is a mortgage on a suite, the distribution shall be paid jointly to the owner and mortgagees of the suite.

13.7. Amendment of Declaration: The changes in suites, in the common elements, in the limited common elements and in the ownership of the common elements and limited common elements that are affected by condemnation shall be evidenced by amendment to the Declaration of Condominium that needs to be approved only by a majority of the Directors of the Association.

14. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions as long as the Condominium exists and the buildings exist in useful condition upon the land.

14.1. Suites: Each of the suite shall be occupied for such businesses approved from time to time by the Board of Directors and for no other purpose. The types of enterprises contemplated include business and professional offices, financial institutions, governmental service offices, and nonprofit organizations. Developer shall not be required to secure such approval.

14.2. Common Elements and Limited Common Elements: The common elements and limited common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the suites by their occupants.

14.3. Nuisances: No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to suite owners or which interferes with the peaceful possession and proper use of the property by its suite owners. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No suite owner shall permit any use of his suite or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the suite is used for the approved purposes unless he agrees to pay the entire amount by which the insurance is increased.

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14.4. Lawful Use: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

14.5. Appearance: Each suite owner shall keep his suite in a good state of preservation and cleanliness. He shall not allow anything whatever to fall from the windows or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the walkways or elsewhere in the building or upon the grounds. Refuse shall be placed in containers in such manner and at such times and places as the Board of Directors may require.

14.6. Obstructions: The sidewalks, entrances, stairs, atriums, verandas, corridors, halls, landings and fire exits must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the suites in the various buildings.

14.7. Deliveries: Supplies, goods and packages of every kind are to be delivered in such manner as the Board of Directors may prescribe and the said Board is not responsible for the loss or damage to any such property, notwithstanding such loss or damage that may occur through the carelessness or negligence of the employees of the condominium.

14.8. Plumbing Use: Water closets and other water apparatus in the buildings shall not be used for any purposes other than those for which they were designed, nor shall any seepings, rubbish, rags or other articles be thrown into same. Any damage resulting from misuse of any water closets or other apparatus in a suite shall be repaired and paid for by the owner of such suite.

14.9. Signs: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any suite owner on any part of the outside of the premises or building, hung from windows or placed on window sills and visible through the exterior windows, without the prior written consent of the Board of Directors.

14.10. Exterior Appearance: No awnings, radio or television aerials or other objects shall be attached to the outside walls of any building, and no blinds, shades or screens shall be attached, hung or used on the exterior of any window or door of the premises without the prior written consent of the Board of Directors.

14.11. Parking: Automobile parking areas are set forth in the site plans attached hereto and form a portion of the of automobiles and non-commercial vans. There shall be no exception to this restriction (except vehicles on service calls) without the prior approval of the Board of Directors. No vehicle belonging to a suite owner or to an employee, patient, client or visitor of a suite owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from any building or parking area by any other vehicle.

There is available a covered parking space which can be purchased at the option of Buyer appurtenant to his unit and shall be a limited common element. If a Buyer desires to sell his covered parking space after purchasing, this can only be done with the prior written approval of the Board of Directors and can only be sold to a unit owner.

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Each suite owner or tenant shall comply with any and all parking regulations promulgated by Lee County, Florida as such regulations affect the condominium property as a whole or as they affect any individual or group of individual suite owners.

In the event the covered parking space is not purchased by the unit owner at the time he purchases his suite, said covered parking space shall remain the property of Developer, who shall, in his sole discretion, have the right to sell the covered parking space to another suite owner. Developer shall maintain a list of the available covered parking spaces for sale to unit owners.

14.12. Access to Suites: The Board of Directors or its designee shall have the right of access to any suite for the purpose of making inspections, repairs, replacements or improvements, or to remedy certain conditions which would result in damage to other portions of the building.

14.13. Complaints: Complaints regarding the service of the buildings shall be made in writing to the Board of Directors or its agent.

14.14. Board of Directors: Any reference in this Declaration of Condominium to a Board of Directors shall mean the Board of Directors of KEY WEST PROFESSIONAL CENTRE CONDOMINIUM ASSOCIATION, INC., a nonprofit Florida corporation.

14.15. Regulations: Reasonable regulations concerning the appearance and use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and its Bylaws. Copies of those regulations and amendments shall be furnished by the Association to all suite owners of the condominium.

14.16. Proviso: Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the suites, neither the suite owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the suites. Developer may make such use of the unsold suites and common areas as may facilitate the completion and sale, including but not limited to, maintenance of a sales office, the showing of the property and the display of signs.

15. COMPLIANCE AND DEFAULT. Each suite owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, the Bylaws and the Rules and Regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Association and suite owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act.

15.1. Entry to Suites: The Association, or its agents at its direction shall have the right to enter into any individual suite for the purpose of removing therefrom any sign or window treatment placed in such suite in contravention of the terms of this Declaration, any exhibits hereto or regulations promulgated hereunder, and said entry may be without legal notice or any legal proceedings whatsoever.

15.2. Negligence: A suite owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or that of his employees, agent, lessees, guests, patients, clients or customers, but only to the extent that the expense is not met by the proceeds of insurance carried by the Association.

15.3. Costs and Attorney's Fees: In any proceedings arising because of an alleged failure of a suite owner of the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the Regulations and those items as they may be amended from

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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.

15.4. No Waiver of Rights: The failure of the Association or any suite owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter.

16. AMENDMENTS. Except as elsewhere provided, this Declaration of Condominium and the Bylaws of the Association may be amended in the following manner:

16.1. 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.

16.2. Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing that the approval or disapproval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

a. Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and by not less than seventy five percent (75%) of the votes of the entire membership of the Association; or

b. Not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or

c. Not less than fifty percent (50%) of the entire membership of the Board of Directors in the case of amendments that are for any of the following purposes only:

(1) To correct misstatements of fact in the Declaration and its exhibits, including but not limited to the correction of errors in the legal description of land or in surveys of land. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of the owners in either the common elements and limited common elements, common surplus or common expenses shall equal one hundred percent (100%), the owners of the suites and the owners of liens on the suites for which modifications in the shares are being made also shall approve the amendment.

(2) To change the boundaries between suites in the manner elsewhere stated provided the amendment is signed and acknowledged by the owners, lienors and mortgagees of the suites concerned.

(3) To adopt amendments of the section entitled "Insurance" that are reasonably required by insurers or mortgagees of condominium property.

16.3. Provisos: Provided, however, that no amendment shall discriminate against any suite owner nor against any suite or groups of suites unless the suite owners so affected shall consent; and no amendment shall change any suite nor decrease the share in the common elements and limited common elements appurtenant to it, nor increase the owner's share of the common expenses unless the record owner of the suite concerned and all record owners of mortgages on that suite shall join in the execution of the amendment. Neither shall an amendment make any change in the sections entitled "Insurance", "Reconstruction and Repair After Casualty" and "Condemnation" unless the record owners of all

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mortgages upon the condominium shall join in the execution of the amendment. Provided further that the Developer shall have the right to amend this Declaration and the Bylaws of the Association in any manner deemed advisable by the Developer in its sole discretion, which right to amend is subject only to the restrictions and requirements set forth previously in this Paragraph 16.3.

16.4. Execution and Recording: An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted. The amendment shall be effective when recorded in the Public Records of Lee County, Florida.

17. TERMINATION. This condominium shall terminate upon the occurrence of any of the following events:

17.1. Casualty: Election of the suite owners and mortgagees not to reconstruct or repair the premises after casualty.

17.2. Agreement: Upon the agreement, in writing, of all suite owners and institutional mortgagees of record.

17.3. Effective Date: Termination in accordance with Paragraph 17.1 shall be effective upon recordation in the Public Records of Lee County, Florida, of a certificate by the Association's President, certifying to such facts. Such certificate shall be signed by the President and shall have annexed thereto a certified copy of the resolution of the membership of the Association, authorizing the execution and recordation thereof. Termination in accordance with Paragraph 17.2 shall be effective upon recordation of such agreement in the Public Records of Lee County, Florida.

17.4. Effect of Termination: Upon termination of the condominium the suite owners shall own the condominium property and the assets of the Association as tenants in common, their respective interest as tenants in common being the same as their respective interest in the common elements and limited common elements. The mortgagee and the lienor of a suite shall have a mortgage and lien solely and exclusively upon the undivided share of such tenant in common.

18. AD VALOREM TAXES. During such period as the condominium property or any portion thereof shall be taxed as a single entity (as distinguished from the individual taxation of suites), such taxes shall be a common expense. Taxes as to property owned by the Association shall be a common expense at all times.

19. SEVERABILITY. 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, the Articles of Incorporation of the Association, the Bylaws and Regulations of the Association, shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium for the creation and establishment of KEY WEST PROFESSIONAL CENTRE CONDOMINIUM, including the Exhibits attached hereto and by reference made a part hereof this 14<sup>th</sup> day of May, 1987.

Witnesses:

*Carlton P. Chetwood*  
*Sharon C. Chase*

By: *Clayton R. Zehner*  
CLAYTON R. ZEHNER, DEVELOPER

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REC 1916963469STATE OF FLORIDA  
COUNTY OF LEE

I HEREBY CERTIFY that on this 14<sup>th</sup> day of May,  
1987, before me personally appeared CLAYTON R. ZEHNER, DEVELOPER  
of KEY WEST PROFESSIONAL CENTRE CONDOMINIUM, to me known to be the  
person described in and who executed the foregoing instrument and  
duly acknowledged the execution thereof to be his free act and deed  
as such officer for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Fort Myers in the  
County of Lee and State of Florida the day and year last  
aforesaid.

Patterson P. Chastwood  
Notary Public

My Commission Expires:

3-22-90

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21

OFF  
REC 1916 PG 3470KEY WEST PROFESSIONAL CENTRE  
PHASE I

## LEGAL DESCRIPTION

A portion of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of  
Section 3, Township 45 South, Range 24 East,  
Lee County, Florida, more particularly described as follows:

Commencing at the NE corner of Section 3, Township 45 South, Range 24  
East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
462.32 feet to the Point of Beginning of the parcel herein described;

thence South 01°06'43" West, 322.34 feet;  
thence North 88°53'17" West, 199.87 feet;  
thence North 01°06'43" East, 159.00 feet;  
thence South 88°53'17" East, 117.00 feet;  
thence North 01°06'43" East, 160.29 feet;  
thence North 89°00'35" East, 82.92 feet  
to the Point of beginning of the parcel herein described.

Less the following parcel:

Commencing at the NE corner of Section 3, Township 45, South, Range 24  
East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
262.32 feet; thence South 01°06'43" West, 161.00 feet;  
thence South 88°53'17" East, 18.00 feet  
to the Point of Beginning of the parcel herein described;

thence South 88°53'17" East, 90.00 feet;  
thence South 01°06'43" West, 90.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence South 01°06'43" West, 18.00 feet;  
thence North 88°53'17" West, 72.00 feet;  
thence North 01°06'43" East, 18.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence North 01°06'43" East, 90.00 feet  
to the Point of Beginning of the parcel herein described.

Containing 0.824 acres of land, more or less.

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**KEY WEST PROFESSIONAL CENTRE  
PHASE 1 (Building and Carport B)**

**LEGAL DESCRIPTION**

A portion of the NE1 of NE1 of  
Section 3, Township 45 South, Range 24 East,  
Lee County, Florida, more particularly described as follows:

Commencing at the NE corner of Section 3, Township 45, South, Range 24  
East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
262.32 feet; thence South 01°06'43" West, 161.00 feet;  
thence South 88°53'17" East, 18.00 feet  
to the Point of Beginning of the parcel herein described;

thence South 88°53'17" East, 90.00 feet;  
thence South 01°06'43" West, 90.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence South 01°06'43" West, 18.00 feet;  
thence North 88°53'17" West, 72.00 feet;  
thence North 01°06'43" East, 18.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence North 01°06'43" East, 90.00 feet  
to the Point of Beginning of the parcel herein described.

Containing 0.216 acres of land, more or less.

22A

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RECKEY WEST PROFESSIONAL CENTRE  
PHASE II

## LEGAL DESCRIPTION

A portion of the NE¼ of NE¼ of  
Section 3, Township 45 South, Range 24 East,  
Lee County, Florida, more particularly described as follows:

Commencing at the NE corner of Section 3, Township 45 South, Range 24 East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
462.32 feet thence South 01°06'43" West, 322.34 feet to the Point  
of Beginning of the parcel herein described;

thence North 88°53'17" West, 199.87 feet;  
thence South 01°06'43" West, 139.00 feet;  
thence South 88°53'17" East, 199.87 feet;  
thence North 01°06'43" East, 139.00 feet  
to the Point of Beginning of the parcel herein described.

Less the following parcel:

Commencing at the NE corner of Section 3, Township 45, South, Range 24 East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
462.32 feet; thence South 01°06'43" West, 322.34 feet; thence  
North 88°53'17" West, 17.87 feet to the Point of Beginning  
of the parcel herein described;

thence South 01°06'43" West, 90.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence South 01°06'43" West, 18.00 feet;  
thence North 88°53'17" West, 72.00 feet;  
thence North 01°06'43" East, 18.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence North 01°06'43" East, 90.00 feet;  
thence South 88°53'17" East, 90.00 feet  
to the Point of Beginning of the parcel herein described.

Containing 0.422 acres of land, more or less.



OFF  
REC 1916063413

KEY WEST PROFESSIONAL CENTRE  
PHASE II (Building and Carport G)

LEGAL DESCRIPTION

A portion of the NE1/4 of NE1/4 of  
Section 3, Township 45 South, Range 24 East,  
Lee County, Florida, more particularly described as follows:

Commencing at the NE corner of Section 3, Township 45, South, Range 24  
East, Lee County, Florida:  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
462.32 feet; thence South 01°06'43" West, 327.34 feet; thence  
North 88°53'17" West, 17.87 feet to the Point of Beginning  
of the parcel herein described;

thence South 01°06'43" West, 90.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence South 01°06'43" West, 18.00 feet;  
thence North 88°53'17" West, 72.00 feet;  
thence North 01°06'43" East, 18.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence North 01°06'43" East, 90.00 feet;  
thence South 88°53'17" East, 90.00 feet  
to the Point of Beginning of the parcel herein described.

Containing 0.216 acres of land, more or less.

22C

OFF 1916 PG 34 74  
REC

KEY WEST PROFESSIONAL CENTRE  
PHASE III

LEGAL DESCRIPTION

A portion of the NE¼ of NE¼ of  
Section 3, Township 45 South, Range 24 East,  
Lee County, Florida, more particularly described as follows:

Commencing at the NE corner of Section 3, Township 45 South, Range 24  
East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
462.32 feet thence South 01°06'43" West, 461.34 feet to the Point  
of beginning of the parcel herein described;

thence South 01°06'43" West, 115.00 feet;  
thence North 88°53'17" West, 199.87 feet;  
thence North 01°06'43" East, 115.00 feet;  
thence South 88°53'17" East, 199.87 feet  
to the Point of Beginning of the parcel herein described.

Less the following parcel:

Commencing at the NE corner of Section 3, Township 45, South, Range 24  
East, Lee County, Florida;  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
462.32 feet; thence South 01°06'43" West, 479.34 feet; thence North  
88°53'17" West, 17.87 feet to the Point of Beginning of the parcel  
herein described;

thence South 01°06'43" West, 90.00 feet;  
thence North 88°53'17" West, 90.00 feet;  
thence North 01°06'43" East, 90.00 feet;  
thence South 88°53'17" East, 9.00 feet;  
thence North 01°06'43" East, 18.00 feet;  
thence South 88°53'17" East, 72.00 feet;  
thence South 01°06'43" West, 18.00 feet;  
thence South 88°53'17" East, 9.00 feet  
to the Point of Beginning of the parcel herein described.

Containing 0.312 acres of land, more or less.

22D

OFF  
REC 1916 PG 3475

KEY WEST PROFESSIONAL CENTRE  
PHASE III (Building and Carport D)

LEGAL DESCRIPTION

A portion of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of  
Section 3, Township 45 South, Range 24 East,  
Lee County, Florida, more particularly described as follows:

Commencing at the NE corner of Section 3, Township 45, South, Range 24  
East, Lee County, Florida;  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
462.32 feet; thence South 01°06'43" West, 479.34 feet; thence North  
88°53'17" West, 17.87 feet to the Point of Beginning of the parcel  
herein described;

thence South 01°06'43" West, 90.00 feet;  
thence North 88°53'17" West, 90.00 feet;  
thence North 01°06'43" East, 90.00 feet;  
thence South 88°53'17" East, 9.00 feet;  
thence North 01°06'43" East, 18.00 feet;  
thence South 88°53'17" East, 72.00 feet;  
thence South 01°06'43" West, 18.00 feet;  
thence South 88°53'17" East, 9.00 feet  
to the Point of Beginning of the parcel herein described.

Containing 0.216 acres of land, more or less.

22D

OFF  
REC 1916 PG 3476KEY WEST PROFESSIONAL CENTRE  
PHASE IV

## LEGAL DESCRIPTION

A portion of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of  
Section 3, Township 45 South, Range 24 East,  
Lee County, Florida, more particularly described as follows:

Commencing at the NE corner of Section 3, Township 45 South, Range 24  
East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
462.32 feet thence South 01°06'43" West, 607.34 feet to the Point  
of Beginning of the parcel herein described;

thence North 88°53'17" West, 199.87 feet;  
thence South 01°06'43" West, 169.00 feet;  
thence South 88°53'17" East, 64.00 feet;  
thence North 01°06'43" East, 23.00 feet;  
thence South 88°53'17" East, 135.87 feet;  
thence North 01°06'43" East, 146.00 feet  
to the Point of Beginning of the parcel herein described.

Less the following parcel:

Commencing at the NW corner of Section 3, Township 45, South, Range 24  
East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
462.32 feet; thence South 01°06'43" West, 717.34 feet; thence  
North 88°53'17" West, 43.37 feet to the Point of Beginning  
of the parcel herein described;

thence North 88°53'17" West, 90.00 feet;  
thence North 01°06'43" East, 90.00 feet;  
thence South 88°53'17" East, 90.00 feet;  
thence South 01°06'43" West, 9.00 feet;  
thence South 88°53'17" East, 18.00 feet;  
thence South 01°06'43" West, 72.00 feet;  
thence North 88°53'17" West, 18.00 feet;  
thence South 01°06'43" West, 9.00 feet  
to the Point of Beginning of the parcel herein described.

Containing 0.488 acres of land, more or less.

22E

OFF  
REC 1916 PG 3477

KEY WEST PROFESSIONAL CENTRE  
 PHASE IV (Building and Carport E)

LEGAL DESCRIPTION

A portion of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of  
 Section 3, Township 45 South, Range 24 East,  
 Lee County, Florida, more particularly described as follows:

Commencing at the NE corner of Section 3, Township 45, South, Range 24  
 East, Lee County, Florida  
 thence South 01°05'53" West along the east line of said Section 3,  
 62.01 feet to the southerly right of way of Colonial Boulevard;  
 thence South 89°00'35" West, along said southerly right of way,  
 462.32 feet; thence South 01°06'43" West, 717.34 feet; thence  
 North 88°53'17" West, 43.37 feet to the Point of Beginning  
 of the parcel herein described;

thence North 88°53'17" West, 90.00 feet;  
 thence North 01°06'43" East, 90.00 feet;  
 thence South 88°53'17" East, 90.00 feet;  
 thence South 01°06'43" West, 9.00 feet;  
 thence South 88°53'17" East, 18.00 feet;  
 thence South 01°06'43" West, 72.00 feet;  
 thence North 88°53'17" West, 18.00 feet;  
 thence South 01°06'43" West, 9.00 feet  
 to the Point of Beginning of the parcel herein described.

Containing 0.216 acres of land, more or less.

228

OFF  
REC 1916 PG 3478

KEY WEST PROFESSIONAL CENTRE  
PHASE V

LEGAL DESCRIPTION

A portion of the NE¼ of NE¼ of  
Section 3, Township 45 South, Range 24 East,  
Lee County, Florida, more particularly described as follows:

Commencing at the NE corner of Section 3, Township 45 South, Range 24  
East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
262.32 feet to the Point of Beginning of the parcel herein described;

thence South 01°06'43" West, 156.00 feet;  
thence South 88°53'17" East, 117.00 feet;  
thence North 01°06'43" East, 160.29 feet;  
thence South 89°00'35" West, 117.08 feet

to the Point of Beginning of the parcel herein described.

Less the following parcel:

Commencing at the NE corner of Section 3, Township 45, South, Range 24  
East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
262.32 feet; thence South 01°06'43" West, 22.00 feet;  
thence South 88°53'17" East, 18.00 feet to the Point of Beginning  
of the parcel herein described;

thence South 88°53'17" East, 90.00 feet;  
thence South 01°06'43" West, 90.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence South 01°06'43" West, 18.00 feet;  
thence North 88°53'17" West, 72.00 feet;  
thence North 01°06'43" East, 18.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence North 01°06'43" East, 90.00 feet

to the Point of Beginning of the parcel herein described.

Containing 0.209 acres of land, more or less.

22G

OFF  
REC 1916PG3079

KEY WEST PROFESSIONAL CENTRE  
PHASE V (Building and Carport A)

**LEGAL DESCRIPTION**

A portion of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of  
Section 3, Township 45 South, Range 24 East,  
Lee County, Florida, more particularly described as follows:

Commencing at the NE corner of Section 3, Township 45, South, Range 24  
East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
262.32 feet; thence South 01°06'43" West, 22.00 feet;  
thence South 88°53'17" East, 18.00 feet to the Point of Beginning  
of the parcel herein described;

thence South 88°53'17" East, 90.00 feet;  
thence South 01°06'43" West, 90.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence South 01°06'43" West, 18.00 feet;  
thence North 88°53'17" West, 72.00 feet;  
thence North 01°06'43" East, 18.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence North 01°06'43" East, 90.00 feet

to the Point of Beginning of the parcel herein described.

Containing 0.216 acres of land, more or less.

22H

OFF  
REC 1916PG3480

## KEY WEST PROFESSIONAL CENTRE

## LEGAL DESCRIPTION

A portion of the NE $\frac{1}{4}$  of NE $\frac{1}{4}$  of  
Section 3, Township 45 South, Range 24 East,  
Lee County, Florida, more particularly described as follows:

Commencing at the NE corner of Section 3, Township 45 South, Range 24 East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
462.32 feet to the Point of Beginning of the parcel herein described;

thence South 01°06'43" West, 722.34 feet;  
thence North 88°53'17" West, 135.87 feet;  
thence South 01°06'43" West, 23.00 feet;  
thence North 88°53'17" West, 64.00 feet;  
thence North 01°06'43" East, 738.00 feet;  
thence North 89°00'35" East, 200.00 feet  
to the Point of Beginning of the parcel herein described.

Less the following 5 parcels.

## Parcel 1.

Commencing at the NE corner of Section 3, Township 45, South, Range 24 East, Lee County, Florida  
thence South 01°05'53" West along the east line of said Section 3,  
62.01 feet to the southerly right of way of Colonial Boulevard;  
thence South 89°00'35" West, along said southerly right of way,  
262.32 feet; thence South 01°06'43" West, 161.00 feet;  
thence South 88°53'17" East, 18.00 feet  
to the Point of Beginning of the parcel herein described;

thence South 88°53'17" East, 90.00 feet;  
thence South 01°06'43" West, 90.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence South 01°06'43" West, 18.00 feet;  
thence North 88°53'17" West, 72.00 feet;  
thence North 01°06'43" East, 18.00 feet;  
thence North 88°53'17" West, 9.00 feet;  
thence North 01°06'43" East, 90.00 feet  
to the Point of Beginning of the parcel herein described.

221



OFF  
REC 1916 PG 3481

## Parcel 2.

Commencing at the NE corner of Section 3, Township 45, South, Range 24 East, Lee County, Florida  
 thence South 01°05'53" West along the east line of said Section 3, 52.01 feet to the southerly right of way of Colonial Boulevard;  
 thence South 89°00'35" West, along said southerly right of way, 462.32 feet; thence South 01°06'43" West, 327.34 feet; thence North 88°53'17" West, 17.87 feet to the Point of Beginning of the parcel herein described;

thence South 01°06'43" West, 90.00 feet;  
 thence North 88°53'17" West, 9.00 feet;  
 thence South 01°06'43" West, 18.00 feet;  
 thence North 88°53'17" West, 72.00 feet;  
 thence North 01°06'43" East, 18.00 feet;  
 thence North 88°53'17" West, 9.00 feet;  
 thence North 01°06'43" East, 90.00 feet;  
 thence South 88°53'17" East, 90.00 feet  
 to the Point of Beginning of the parcel herein described.

## Parcel 3.

Commencing at the NE corner of Section 3, Township 45, South, Range 24 East, Lee County, Florida;  
 thence South 01°05'53" West along the east line of said Section 3, 52.01 feet to the southerly right of way of Colonial Boulevard;  
 thence South 89°00'35" West, along said southerly right of way, 462.32 feet; thence South 01°06'43" West, 479.34 feet; thence North 88°53'17" West, 17.87 feet to the Point of Beginning of the parcel herein described;

thence South 01°06'43" West, 90.00 feet;  
 thence North 88°53'17" West, 90.00 feet;  
 thence North 01°06'43" East, 90.00 feet;  
 thence South 88°53'17" East, 9.00 feet;  
 thence North 01°06'43" East, 18.00 feet;  
 thence South 88°53'17" East, 72.00 feet;  
 thence South 01°06'43" West, 18.00 feet;  
 thence South 88°53'17" East, 9.00 feet  
 to the Point of Beginning of the parcel herein described.

227

OFF  
REC 1916PG3482

## Parcel 4.

Commencing at the NE corner of Section 3, Township 45, South, Range 24 East, Lee County, Florida  
 thence South 01°05'53" West along the east line of said Section 3, 62.01 feet to the southerly right of way of Colonial Boulevard;  
 thence South 89°00'35" West, along said southerly right of way, 462.32 feet; thence South 01°06'43" West, 717.34 feet; thence North 88°53'17" West, 43.37 feet to the Point of Beginning of the parcel herein described;

thence North 88°53'17" West, 90.00 feet;  
 thence North 01°06'43" East, 90.00 feet;  
 thence South 88°53'17" East, 90.00 feet;  
 thence South 01°06'43" West, 9.00 feet;  
 thence South 88°53'17" East, 18.00 feet;  
 thence South 01°06'43" West, 72.00 feet;  
 thence North 88°53'17" West, 18.00 feet;  
 thence South 01°06'43" West, 9.00 feet  
 to the Point of Beginning of the parcel herein described.

## Parcel 5.

Commencing at the NE corner of Section 3, Township 45, South, Range 24 East, Lee County, Florida  
 thence South 01°05'53" West along the east line of said Section 3, 62.01 feet to the southerly right of way of Colonial Boulevard;  
 thence South 89°00'35" West, along said southerly right of way, 262.32 feet; thence South 01°06'43" West, 22.00 feet;  
 thence South 88°53'17" East, 18.00 feet to the Point of Beginning of the parcel herein described;

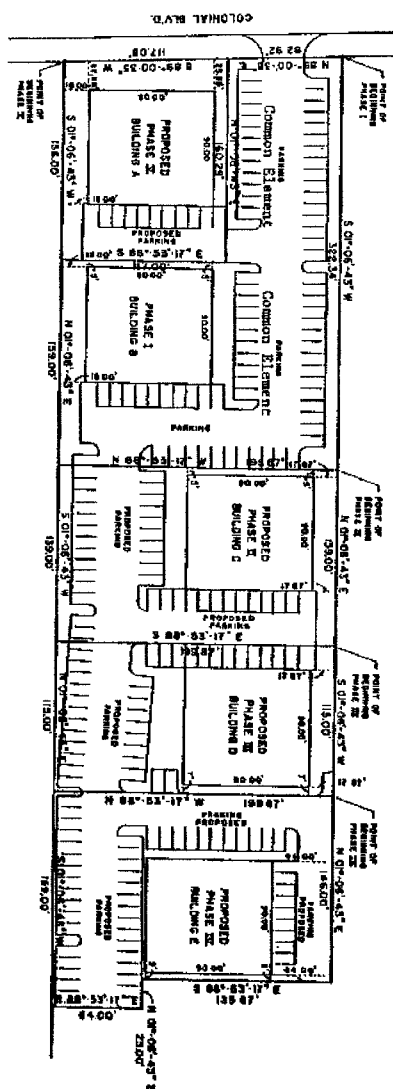
thence South 88°53'17" East, 90.00 feet;  
 thence South 01°06'43" West, 90.00 feet;  
 thence North 88°53'17" West, 9.00 feet;  
 thence South 01°06'43" West, 18.00 feet;  
 thence North 88°53'17" West, 72.00 feet;  
 thence North 01°06'43" East, 18.00 feet;  
 thence North 88°53'17" West, 9.00 feet;  
 thence North 01°06'43" East, 90.00 feet

to the Point of Beginning of the parcel herein described.

Containing 2.25 acres, more or less.

22K

1916P63483

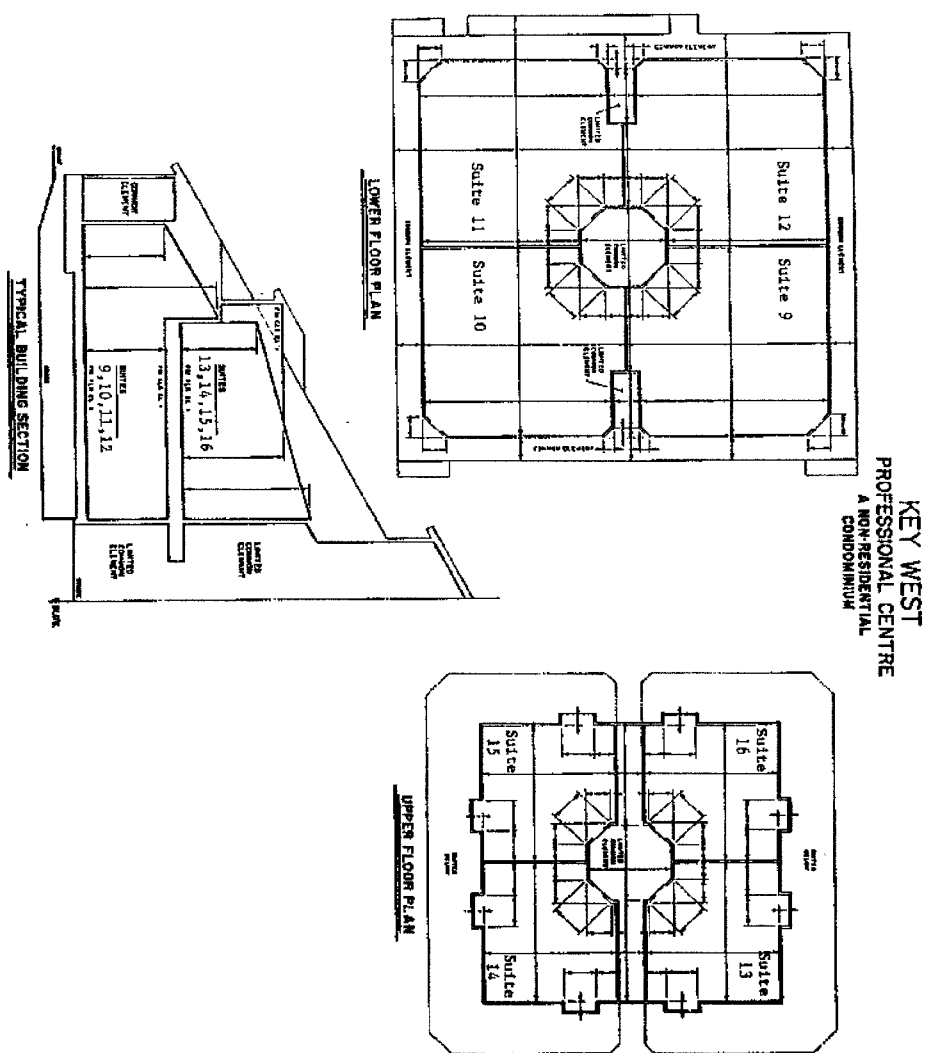


KEY WEST  
PROFESSIONAL CENTRE  
A Non-Residential  
Condominium

22L

RECORDERS MEMO.  
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

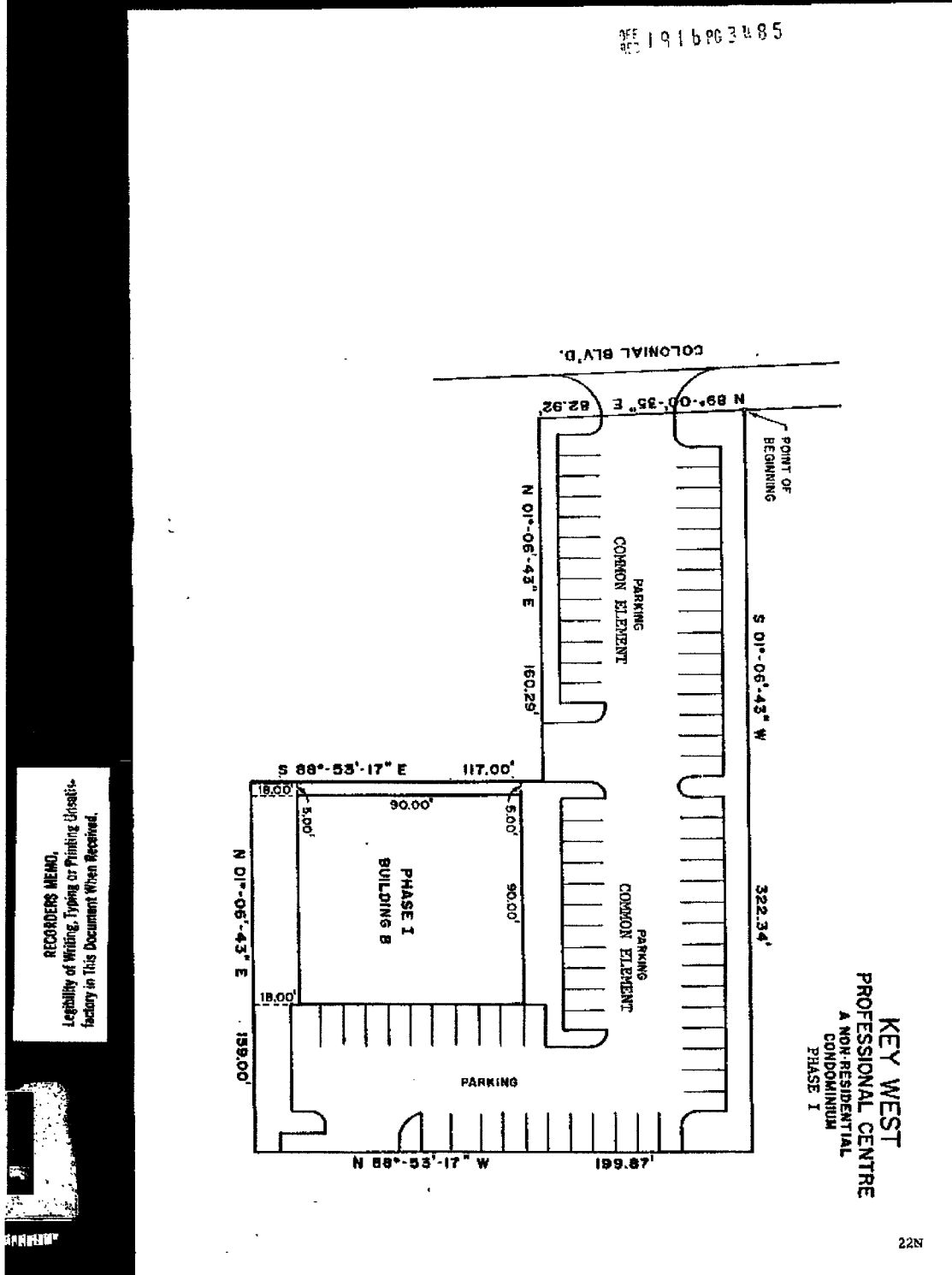
OFF 1916 PG 3484  
REC



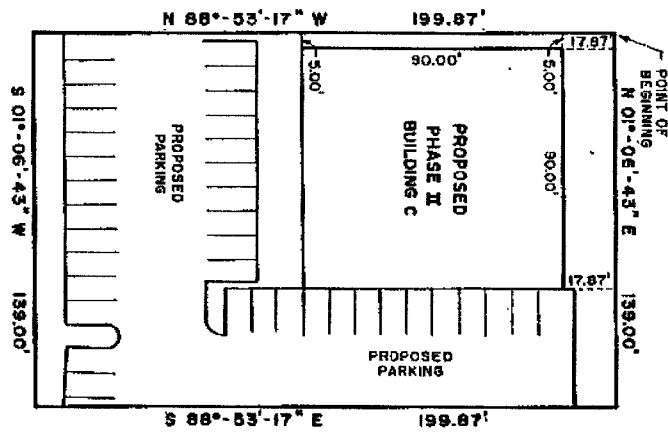
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### MEMORANDUM FOR THE RECORD

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OFF REC 1916 PG 3486

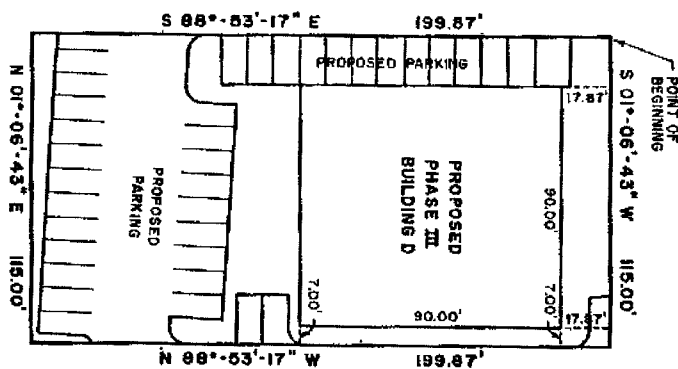


KEY WEST  
PROFESSIONAL CENTRE  
A NON-RESIDENTIAL  
CONDOMINIUM  
PHASE II

22-0

RECORDERS MEMO,  
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

OFF  
REC 1916PG3487



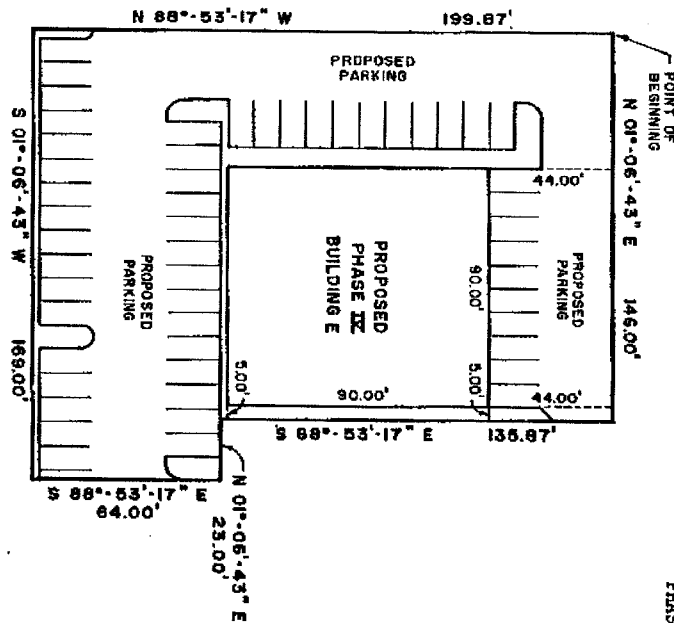
**KEY WEST**  
**PROFESSIONAL CENTRE**  
A NON-RESIDENTIAL  
CONDOMINIUM  
PHASE III

22P

**RECORDERS MEMO.**

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OFF REC 1916 PG 3488



KEY WEST  
PROFESSIONAL CENTRE  
A NON-RESIDENTIAL  
CONDOMINIUM  
PHASE IV

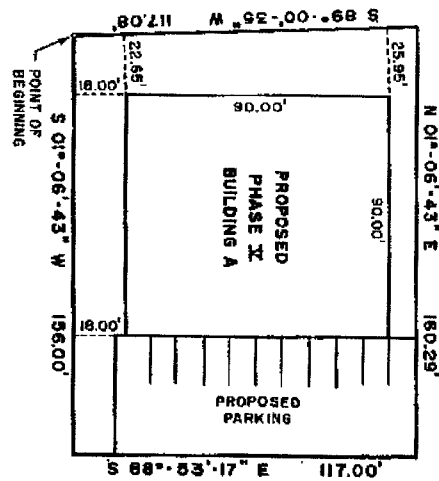
220

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OFF  
REC 1916PG3489



KEY WEST  
PROFESSIONAL CENTRE  
A NON-RESIDENTIAL  
CONDOMINIUM  
PHASE V

22R

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