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HONROE COUNTY
OFFICIAL RECORDS

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BK#1589 PG#476

RCD JUL 29 1999 02:57PM
DANNY L KOIHAGE, CLERK

DECLARATION OF CONDOMINIUM ¹⁴

Declaration made, pursuant to Chapter 718 of the Florida Statutes, by George Eager, having its principal offices at 325 Calusa, Key Largo, Florida 33037 and hereinafter referred to as Developer.

1. **SUBMISSION OF PROPERTY.** Developer, who is owner in fee simple of the land described below, the buildings, and all other improvements constructed or currently being constructed thereon, together with all easements, rights, and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, hereinafter collectively referred to as the "Property", hereby declares certain division, covenants, restrictions, limitations, conditions, and uses respecting the property, intending thereby to submit the property to the provisions of Chapter 718 of the Florida Statutes, hereinafter referred to as the Condominium Act, and further intending thereby to create covenants running with the land and binding Developer and its successors and assigns forever.

2. **NAME OF CONDOMINIUM.** The name by which the property shall hereafter be known is Calusa Campground, a Condominium.

3. **DESCRIPTION OF LAND.** The description of the land shown on which the condominium parcels is attached hereto as Exhibit "A".

4. **DESCRIPTION OF IMPROVEMENTS.** Each condominium unit consists of land only. The condominium will have a general store, a swimming pool, two tennis courts, a recreation building, a sewage treatment plant, laundry, playground, two bath houses and a boat ramp.

5. **UNITS.** Each unit is numbered and has the size, configuration and location as shown in the condominium survey and graphics attached hereto as Exhibit "B".

6. **COMMON ELEMENTS.** The common elements, shown in detail in Exhibit "B",

consist of an entrance area, sewage treatment plant area, swimming pool, recreation room, two tennis courts, a recreation building, laundry, playground, two bath houses, a boat ramp, general store, and access roads within the condominium.

7. **OWNERSHIP OF COMMON ELEMENTS.** Each owner of a unit shall own in fee simple absolute a proportionate, undivided 1/367th interest in the aforesaid common elements.

8. **OWNERSHIP OF RESTRICTED COMMON ELEMENTS.** There are no restricted or limited common elements in the condominium.

9. **PROPORTIONATE REPRESENTATION; PARTICIPATION IN COMMON EXPENSES.** Each unit owner shall share in the common expenses, as hereinafter defined, and in the total voting power of the Association of Owners, in accordance with unit owner's interest in the common elements as set forth above. However, such proportionate representation may be limited in accordance with the provision of the bylaws attached hereto as Exhibit "D".

a. For purposes of this Declaration, "common expenses" means expenses for which unit owners shall be proportionately liable, including (1) all expenses of administration, maintenance, repair, and replacement of the common elements, (2) expenses agreed upon as common expenses by all unit owners, and (3) expenses declared common expenses by or pursuant to the provisions of the Condominium Act, this Declaration or the bylaws.

10. **COVENANTS AND AGREEMENTS.** Developer, its successors and assigns, by this Declaration, and all future owners of units, by acceptance of their respective unit deeds, hereby covenant and agree as follows:

a. The common elements shall remain undivided, and no right shall exist to partition or divide any of them, except when withdrawal of the property from the Condominium Act is authorized by all units owners and the holders of all mortgages or other liens affecting all units, or directed by a court of equity as provided by law. On such authorization, all unit owners, mortgagees, and lienors shall execute and file for record in the office where this Declaration is filed, an instrument of revocation, the owners shall become tenants in common of the property, and each shall own an undivided interest

therein equal to the percentage of his undivided interest in the common elements before the filing of such instrument. On the filing of such instrument of revocation, each lien on an individual unit shall become a lien on the individual undivided interest of the owner of such unit as tenant in common of the entire property. Removal of the property from the Condominium Act shall not bar subsequent resubmission to the provisions of such Act in accordance with the terms thereof.

b. Each unit owner shall have an easement in common with the owners of all other units.

(1) To use all driveways, entrances and other common areas serving the units of the condominium as part of the common elements.

(2) To use all pipes, wire, ducts, cables, conduits, public utility lines located in the easement across any of the other units of the condominium.

c. Each unit shall also be subject to such easements in favor of the owners of all other units. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

d. Each unit shall be used by its respective owner exclusively for a recreation vehicle site, subject to the restrictions herein and such rules and regulations as may be adopted by the Condominium Association, from time to time, for the owner, the owner's family, tenants, and social guests, and for no other purposes whatsoever.

e. Each owner of a unit or units shall, automatically on becoming owner of such unit or units, become a member of Calusa Campground Condominium Association, hereinafter referred to as the Association, and shall remain a member thereof until such time as his ownership shall for any reason cease, at which time his membership in the Association shall likewise cease.

f. Each unit owner shall, immediately on becoming an owner thereof, grant to the governing board, on behalf of all units owners, an irrevocable power of attorney coupled with an interest, to acquire title to or lease any unit whose owner desires to

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surrender, sell, or lease the same, or that may be the subject of a foreclosure or other judicial sale, and to convey, sell, lease, sublease, mortgage, or otherwise deal with any unit so acquired.

g. Any unit leased or acquired by the governing board in any manner whatsoever, shall be held by the board on behalf of all unit owners, in proportion to the respective common interest of such owners as set forth above.

h. Administration of the condominium shall be in accordance with the provisions of this Declaration, and the bylaws of the Associations attached as Exhibit "D".

i. Each unit owner, and all occupants of units shall comply with the provisions of this Declaration, their unit deeds, and the bylaws rules, regulations, decisions, and resolutions of the Association, as lawfully amended from time to time. Failure to comply with any such provisions, decisions, or resolutions shall be grounds for an action for damages, injunctive relief, or both, maintainable by the Association or by any unit owner or by any person who holds a blanket mortgage or unit mortgage and is aggrieved by any such noncompliance.

j. No owner of a unit may exempt himself from liability for his proportionate share of the common expenses by waiver of the use or enjoyment of any of the common elements, or by abandonment of his unit.

11. **ASSESSMENT LIENS.** The Association shall have a lien on each unit for any unpaid assessments duly assessed against such unit, together with interest thereon and reasonable attorney's fees paid or incurred by reason of the nonpayment thereof. Any such lien may be foreclosed by suit brought in the name of the Association in the same manner as a suit to foreclose a mortgage on real property, and the Association shall have the power to bid on the unit at any such foreclosure sale, and to acquire, hold, lease, mortgage, and convey the same. Suit to recover a money judgement for unpaid assessments may also be maintained without foreclosure or waiving the lien securing the same.

12. **ACQUISITION OF UNIT AT FORECLOSURE SALE; EFFECT.** Where the mortgagee of a first mortgage of record, or other purchaser of a unit obtains title to the condominium parcel by a purchase at the public sale resulting from the first mortgagee's foreclosure

judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successor and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such unit for any period prior to the foreclosure, unless the share is secured by a claim of lien for assessments that was recorded prior to the recording of the foreclosed mortgage, any such unpaid share of common expenses or assessments shall be deemed common expenses collectable from all units, including the unit acquired by such purchaser, his heirs, successors, and assigns.

13. **RENTAL OF UNITS.** A unit owner may place a unit into a rental pool, managed by the Condominium Association, when such owner does not intend to use or occupy same, by advising the Developer or Condominium Association in writing when the unit will be available. The unit owner will receive 65% of the site charges and the Condominium Association will receive 35% of said charge. No rentals shall be made of any unit except through such rental pool. The Developer is exempt from this Section for units owner which may be freely rented and sold subject thereto.

14. **DESTRUCTION OF OR DAMAGE TO PROPERTY; EFFECT.** In the event of any damage to or destruction of (a) any improvement on the condominium property or any part thereof or (b) any common element or elements or any part thereof, required by this Declaration, the bylaws or by law to be insured by the Association, such improvements or common elements shall be promptly repaired and restored by the Association using the proceeds of insurance. If such proceeds are inadequate to cover the cost of such repair and restoration, unit owners shall be assessed on an equitable basis according to the benefit derived by them from such repair and restoration. However, if (a) the proceeds of such insurance are inadequate by a substantial amount to cover estimated costs of repair and restoration of an essential improvement or common element, or (b) such damage constitutes substantially total destruction of the condominium property or of one or more buildings comprising the condominium property, or (c) those units owners entitled to exercise seventy-five (75%) percent or more of the total voting power held by those units owners directly affected by such damage or destruction, voting in accordance with the procedure established

in the bylaws, shall determine not to repair or restore, the Association shall proceed to realize the salvage value of that portion of the condominium property so damaged or destroyed by sale or otherwise, and shall collect the proceeds of any insurance. Thereupon the net proceeds of such sale or other disposition of the property, together with the proceeds of any insurance, after making provision for removal of all debris and the restoration of the land to level grade, if appropriate, shall be considered as one fund and shall be divided among unit owners directly affected by such damage or destruction in proportion of their encumbrances on any affected unit shall be relegated to the interest of the owner thereof in any fund.

15. **EMINENT DOMAIN.** If all or any part of the common elements shall be taken, injured, or destroyed by eminent domain, each unit owner shall be entitled to notice of such taking and to participate through the Association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the Association and distributed by it among unit owners in proportion to their respective undivided interest in the common elements or limited common elements so taken, injured, or destroyed, except that such funds as are deemed by the Association necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

16. **FIRE AND EXTENDED COVERAGE INSURANCE.** The governing board of the Association, or the managing agent, shall obtain and continue in effect insurance against loss by fire or other casualties (including but not limited to flood and windstorm) normally covered under broad-form fire and extended coverage, windstorm insurance and flood insurance, as written in Florida, covering all common elements, all structural portions of any improvements located on the common areas, specifically excluding any structures located on each condominium unit. Such insurance coverage on structures located on an individual unit shall be optional to the unit owner. In the event of any damage to or destruction of any portion of the property so insured, insurance proceeds shall be collected, applied, and disbursed as provided in Paragraph 14 of this Declaration.

17. **LIABILITY INSURANCE.** The governing board of the Association, or the

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managing agent, shall obtain and continue in effect, insurance against liability for personal injury and death and for damage to property arising from accidents occurring within the common elements in such amounts, satisfactory to mortgagees holding first mortgages on the units, as shall be determined by the governing board.

18. **INSURANCE BY ASSOCIATION; EFFECT.** Any insurance obtained or maintained by the Association or the governing board thereof, or by any managing agent retained by the Association or governing board, shall be without prejudice to the rights of unit owners to obtain and maintain such insurance as they see fit.

19. **CONVEYANCE OF UNITS; LIABILITY FOR ASSESSMENT.** Whenever a unit is voluntarily conveyed, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of common expenses up to the time of conveyance, without prejudice to the grantees right to recover from the grantor any amount paid by the grantee for such assessments. Any grantee or mortgagee shall be entitled, within fifteen (15) days after request thereof, to a certificate from the governing board of the Association setting forth the amount of any unpaid assessment due the Association from the grantor, and any person, other than the grantor, who relies on such certificate shall be entitled to rely thereon, and shall not be liable for any such amount in excess of the amount set forth in such certificate.

20. **AGREEMENTS AND DETERMINATIONS OF ASSOCIATION.** All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in the bylaws, annexed hereto as Exhibit "D", shall be binding on all unit owners, their heirs, successors and assigns.

21. **DUTIES AND LIABILITIES OF DEVELOPER.** So long as Developer, its successors and assigns, owns one or more of the units established and described herein, Developer, its successors and assigns shall be subject to the provisions of this Declaration and of all exhibits attached hereto. Developer covenants to take no action that would adversely affect the right of the Association with respect to assurances against latent defects in the property, or other rights assigned to the Association by reason of the establishment of the

condominium.

22. **UNIT OWNERS' ASSOCIATION.** The administration and management of the condominium shall be vested in an Association, to be known as Calusa Campground Condominium Association. The Association shall be a Florida not for profit corporation and shall be governed by the bylaws.

23. **DELEGATION OF MANAGERIAL AND ADMINISTRATIVE DUTIES.** Any right, privilege, or duty herein granted to or imposed on the Association of the governing board thereof other than the determination and levy of assessments for common charges and the enforcement of liens for failure to pay the same may be delegated to a professional corporate managing agent by mutually binding contract entered into between the president or authorized agent of the Association and such managing agent.

24. **AMENDMENT OF DECLARATION.** The Declaration may be amended or supplemented by the affirmative vote of those unit owners entitled to exercise seventy-five (75%) percent of the total voting power of the Association, cast in person or by proxy at a meeting duly called and held in accordance with the bylaws. No such amendment shall be effective until recorded in the office of the Clerk of the Circuit Court of Monroe County, Florida.

25. **INVALIDITY.** If any one or more provisions of this Declaration are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remainder of this Declaration.

26. **WAIVER.** No provisions contained in this Declaration shall be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of such failure of enforcement.

27. **CAPTIONS.** Captions are inserted in this Declaration for convenience and reference only, and shall not be taken in any way to limit or describe the scope of this Declaration or any provision hereof.

28. **USE RESTRICTIONS.** The Board of Directors may adopt reasonable restrictions regarding the use and improvements made to condominium units to promote, preserve and protect the uniform appearance and protect the value of the condominium units. Such use

restrictions shall be adopted as promulgated rules and regulations and which shall be approved by a majority of the unit owners of the Association.

29. **RIPARIAN AND LITTORAL RIGHTS.** Each unit owner shall individually own, appurtenant to the unit, all of the littoral and riparian rights attributable to each unit for those units which have a water boundary. The boundaries separating the littoral and riparian rights of each unit shall be the side boundaries of each unit extended into the adjacent waters. The ownership of the water frontage of each condominium unit shall be subject to the laws of the State of Florida and the laws of the United States regarding public ownership and access of shorelines.

30. **UTILITY EASEMENTS.** Utility easements along the front of each condominium unit are shown in the graphics of the condominium attached hereto as Exhibit "B". The unit owner shall be responsible for the maintenance, care and repair of all utility lines extending from any meters or connections located in the utility easement.

31. **REQUIREMENTS FOR IMPROVEMENTS.** All improvements made or constructed on each condominium unit shall be in conformance with all federal, state and county laws, rules, regulations and codes. All improvements, and repairs, alterations and reconfiguration of existing improvements shall require the issuance of a Monroe County building permit.

32. **PARKING.** No parking of vehicles or any structures of any kind, whether motorized, wheeled or stationery, shall be made on any common element or easement in the condominium property. All parking shall be located within the confines of each unit.

33. **TELEVISION RECEPTION.** No restriction shall be made by the Condominium Association concerning television reception devices. Unit owners shall be entitled to employ any means of television reception available, now, or in the future, including by not limited to cable, antennas, and satellite dishes.

34. **VIOLATION OF DECLARATION OF CONDOMINIUM.** In the event any unit owner violates any of the provisions of this Declaration of Condominium, the Condominium Association, or any condominium owner may enforce the provisions of this Declaration by injunction. The prevailing party in any such action shall be entitled to recover reasonable attorneys' fees.

35. **ELECTRIC SERVICE RESPONSIBILITY.** Electric service is provided by the Florida Keys Electric Cooperative Association (FKEC). FKEC shall only be responsible for providing overhead primary distribution lines, transformers, overhead secondary wires, and meters. Where special concrete poles are used, they will be provided by the Condominium Association. All of the underground secondary lines and meter pedestals within the condominium shall be the property of the Condominium Association and a part of the common elements. The Condominium Association shall have the sole responsibility for the upkeep, maintenance, repair and replacement of all such lines and meter pedestals. The meters will be read by the FKEC and billed directly to the member. A blanket easement for access to the condominium property is granted to the FKEC for installing and maintaining overhead lines and reading meters. The Condominium Association holds harmless, releases, indemnifies and saves the FKEC from any and all claims for damages to persons and property, arising out of the installation, upkeep, repair, maintenance and replacement of all underground secondary electric lines and meter pedestals beyond the attachment at the weatherhead at the rise pole provided by the Condominium Association.

In witness whereof, Developer has executed this Declaration of Condominium on June 25, 1999.

Signed in the presence of:

 (Signature of Witness)
 Print Name: Charles P. Little

 Print Name: George Eager

Laura C. Ganim
 (Signature of Witness)
 Print Name: Laura A. Ganim

State of Florida
 County of Monroe

The foregoing instrument was acknowledged before me this 25 day of June, 1999, by George Eager.

Laura C. Ganim
 (Signature of Notary Public)
 Print, Stamp or Type Notary Name



DECLARATION -- CALUSA CAMPORUND, A CONDOMINIUM

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LEGAL DESCRIPTION

PARCEL A Lots 2, 3, and 4, in Section 28, Township 61 South, Range 39 East, MODEL LAND COMPANY'S PLAT, according to the Plat thereof, as recorded in Plat Book 1, at Page 68, of the Public Records of Monroe County, Florida.

AND

PARCEL B Lots 15 through 21, inclusive, Block 3, SUNSET WATERWAYS, according to the Plat thereof, as recorded in Plat Book 4, at Page 31, of the Public Records of Monroe County, Florida.

AND

PARCEL C On the Island of Key Largo and being all that part of Lot 1, of section 28 Township 61 South, Range 39 East, lying North of a 20 foot road and lying North of the former right of way of the Florida East Coast Railway according to a survey made by P.D. Jenkins, C.E. and according to the Plat thereof, as recorded in Plat Book 1 at Page 68 of the Public Records of Monroe County, Florida.

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**CONSENT OF MORTGAGEE TO DECLARATION
OF CONDOMINIUM**

Community Bank of Florida, fka Community Bank of Homestead, a state banking corporation, and the holder of a mortgage dated May 5, 1998, and recorded May 15, 1998, in the Official Record Book 1515, Page 1111, of Monroe County, Florida does hereby consent to the filing of the foregoing Declaration in accordance with the Section 718.104 of the Condominium Act.

Signed, Sealed and
Delivered in the presence of:

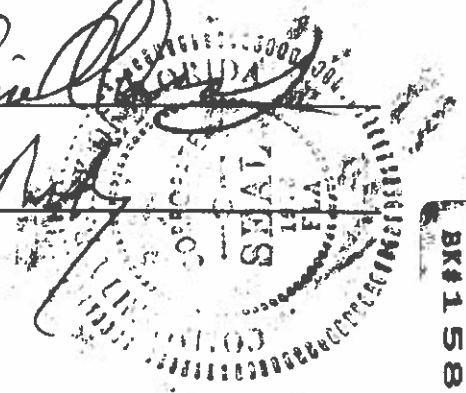
Richard A. Drake
Linda S. Hoffman

COMMUNITY BANK OF FLORIDA

By: *Richard A. Drake*

Attest: *Linda S. Hoffman*

{SEAL}



STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me on July 7, 1999, by Richard A. Drake and Thomas Thrasher as Executive Vice President and Vice President of Community Bank of Florida, a state banking corporation, who executed the above document on behalf of the corporation and who are personally known to me or produced as identification and who did take an oath.

{SEAL}

OFFICIAL NOTARY SEAL
LETICIA ANGUIANO
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC501748
MY COMMISSION EXP. OCT. 31, 1999

Leticia Anguiano
Notary Public Leticia Anguiano
Stamp, Print or Type Name

EXHIBIT "C"

MONROE COUNTY
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