CITY PLANNING BOARD

BOARD AGENDA

Planning Board Regular Meeting - Tuesday, September 17, 2019 - 6:00 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **CONSIDERATION OF ABSENCES**

5. **APPROVAL OF MINUTES**

   a. Minutes from the August 13, 2019 meeting

6. **NEW BUSINESS**

   a. Conditional Use - Danaluk Vacation Rental - 715 S. Ocean Drive, Unit D

   b. Conditional Use and Design Review - Surfside Equities, LLC - 1814 Surfside Drive

   c. Conditional Use and Design Review - Supina/Twoey Residence - 1912 Surfside Drive

   d. Text Amendment - Chapter 22 - Board of Adjustment

7. **ELECTION OF CHAIR AND VICE-CHAIR**

8. **COMMENTS FROM THE PUBLIC**

   Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Chair, as this section of the Agenda is limited to thirty minutes. The Planning Board will not be able to take any official actions under Comments from the Public. Speakers will address the Board and the Public with respect. Inappropriate language will not be tolerated.

9. **BOARD COMMENTS**

10. **ADJOURNMENT**

Any person seeking to appeal any decision by the Planning Board with respect to any matter considered at this meeting is advised that a record of proceedings is required in any such appeal and that such person may need to insure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.
Persons who require special accommodations under the Americans with Disabilities Act (ADA) should contact (772) 467-3729, at least five (5) days prior to the meeting. Persons who are hearing or speech impaired may use the Florida Relay System by dialing 711.

Planning Board Meeting **5. a.**

Meeting Date: 09/17/2019

Information

REQUESTED ACTION

Minutes from the August 13, 2019 meeting

LOCATION

RESPONSIBLE STAFF

RECOMMENDATION

Attachments

Planning Board Minutes 8/13/19

Form Review

Form Started By: Alicia Rosenthal Started On: 08/19/2019 09:32 AM

Final Approval Date: 09/05/2019

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, AUGUST 13, 2019, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: **Bob Burdge**; **Gloria Johnson-Scott**; **Tim O'Connell**; **Michael Broderick**; **Chairman Frank Creyaufmiller**

Absent: **Brian Paul**; **Jovona Parker**

Staff Present: **Peter Sweeney**, **City Attorney**; **Rebeca Guerra**, **Interim Planning Director**; **Maria Lewicka**, **Historic Preservation Planner**; **Vennis Gilmore**, **Planning Analyst**; **Brandon Creagan**, **Planner**; **Alicia Rosenthal**, **Executive Assistant**

Attendees: **Marty Sanders, St. Lucie County School District**

4. CONSIDERATION OF ABSENCES

Ms. Parker and Mr. Paul were excused.

5. APPROVAL OF MINUTES

a. Minutes from the July 9, 2019, meeting

Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to approve the minutes from the July 9, 2019, meeting.

AYE: **Gloria Johnson-Scott**, **Tim O'Connell**, **Michael Broderick**, **Bob Burdge**, **Chairman Frank Creyaufmiller**

Passed

6. **HEARING OF THE LOCAL PLANNING AGENCY**

a. **2019 Comprehensive Plan Evaluation & Appraisal Review Ordinance 19-033**

Ms. Guerra explained the state determined that the Planning Board needed to see the Evaluation & Appraisal Review Ordinance, which reflects the exact text that was seen at last months Planning Board meeting. Ms. Guerra answered questions from the Board about addressing the Technical Review Committee comments in subsequent Comprehensive Plan phases.

Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to forward a recommendation of approval to the City Commission.

AYE: **Michael Broderick**, **Bob Burdge**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

7. NEW BUSINESS

a. **Rezoning - Fort Pierce Aggregate Facility - 2432-123-0001-000-8**

This item was moved to 7d.

Mr. Broderick disclosed that he had a conversation with Brandon Creagan in the Planning department.

Chairman Creyaufmiller disclosed that he met with the River Oaks at Ten Mile Creek Homeowner's Association and he also met with Planning, Brandon Creagan and Rebeca Guerra.

Mr. Creagan gave an overview of the application and answered questions from the Board on berm height, buffers, concrete barrier, fencing, composition of access road, and stacking agreement.

Emily O'Mahoney, representative from 2GHO, gave a detailed presentation and answered questions from the Board on the activity in the storage area, dust mitigation plan, and the height of aggregate piles.

Douglas Steven Eakins, Jr., owner of D.S.E. Holdings, explained that the aggregate piles solidify and the dust is in the processing and traveled area. Mr. Eakins said the closest residential site to their West Palm Beach facility is 2,000 feet away and of all three facilities that he runs, there has been no violations or complaints from the residences.

Mr. Broderick suggested that to improve noise penetration and dust concerns to the neighborhood and school, that the applicant consider concrete fencing.

Mr. Eakins stated that the piercing truck noise will not be buffered by a concrete wall and the dust generated will not affect the residences and school because it is too far away. Mr. Eakins said the facility will crush concrete 4 days a week and they hardly crush on Saturday because the public comes in to drop off concrete. Mr. Eakins explained that the aggregate goes into road projects and pavers and taken by trucks to job sites.

Mr. Sanders complimented the applicant on listening to the community and modifying their plan. Mr. Sanders stated he visited the West Palm Beach facility and he was surprised how little dust was created and how the operation is run. Mr. Sanders expressed concerns with

the line of sight from the 2nd story townhomes in River Oaks.

Jonathan Ricketts, Civil Engineer of Record, stated that the operation should not be visible from the 2nd floor of the townhomes because from the top of the berm plus the height of the fence will be 30 feet.

Chairman Creyaufmiller stated he visited the West Palm Beach site and talked with the neighbors, and he said there was not much dust and the neighbors did not have many concerns.

Harold Melvlle, attorney, representing River Oaks at Ten Mile Creek Homeowner's Association, stated the HOA is opposed to the project. Mr. Melville said normally you would not see heavy industrial zoning next to residential zoning without buffering. Mr. Melville provided the Board with a handout with maps and ordinances showing the incorrect annexation of the subject property. Mr. Melville asked the Board to deny the rezoning request and asked the Board to not compound the problem that already exists. Mr. Melville said the city should rezone the property to the proper zoning because it is not compatible with the bordering residential and institutional use.

Mr. Sweeney stated since no one was here at the initial time of the rezoning, he will not speculate and the purview of the Board is to change the zoning based on the application received.

Board discussion ensued on the original zoning and proposed rezoning boundary lines.

John Cherveny, developer and president of River Oaks at Ten Mile Creek Homeowners Association, stated they were never notified of any zoning changes and they were forced to be annexed into the City of Fort Pierce. Mr. Cherveny said he is having a hard time selling the 18 units that are left.

Jean David Cidel, realtor for River Oaks at Ten Mile Creek, stated he is losing potential clients due to the disclosure.

Melanie Trewyn, teacher, expressed concerns with the effect of high school students being exposed to silica containing dust.

Jay Stewart, Palm Lakes Gardens homeowners association president, expressed concerns with the dust.

Beth Coke, Palm Lakes Garden resident, expressed concerns with the noise and dust.

Robert Gehrig, Palm Lakes Garden resident, stated he can hear the diesel engines and back up alarms from Precast and he said the dust will increase from crushing concrete. Mr. Gehrig stated that the errors from the city have stripped the serenity from the community and adding an industrial plant will make matters worse.

Atie Makhoul, Palm Lakes Garden resident, stated that before 6:00 AM, he hears a horrendous horn that signals the shift start at Precast. Mr. Makhoul also complained about the generator noise and the shining of the lights.

Nick Makris, Palm Lakes Garden resident, has concerns that the walls and berms won't break the dust and there is noc cure for silica getting into your lungs. Mr. Makris said the city will be compounding the issue by putting in another industrial site.

John Ladden, Palm Lakes Garden resident, expressed concerns with the dust.

Dennis Petersen, Palm Lakes Garden resident, stated the residents can't sell their homes because nothing can be done about the issues with Precast and they would like the city to help the residents and students.

Keith Eaton, Palm Lakes Garden resident and Real Estate Appraiser, showed the Board a picture of the view of the Precast plant from his backyard and he stated this is potential external obsolescence.

Ms. Guerra reiterated that the issue at hand is the proposed use and changes from the underlying zoning district of St. Lucie County's Heavy Industrial to PD - Planned Development.

Emily O'Mahoney, representative from 2GHO, indicated where the heavy industrial uses would be located and clarified that an office building with a warehouse and outdoor equipment storage will be located to the east.

Dennis Corrick, attorney representing the applicant from Dean, Mead, Minton & Zwemer Law Firm, stated that the Planning Board meeting is not the forum for doing a facial challenge to the City of Fort Pierce Comprehensive Plan. Mr. Corrick said the 2007 and 2010 Comprehensive Plan map showed the property as Industrial Heavy Land Use and the effected parties had the right to challenge the Comprehensive Plan Changes within 30 days. Mr. Corrick stated the applicant has changed the zoning to PUD, precisely to do the buffering that Mr. Melville was talking about. Mr. Corrick said the applicant made significant changes to the design to accommodate the neighbors.

Mr. Melville stated the project is not compatible with low density residential and there is no obligation for the Board to approve the zoning request. Mr. Melville explained that the zoning is discretionary and the Board can put any type of limitations on it. Mr. Melville asked the Board to not compound the problem by making additional errors and to think about the residences.

Mr.Burdge asked if the Board can extend the landscape plan from 2 to 5 years and change the stacking request to 30 feet.

Mr. Sweeney stated typically with a PD there is great latitude that is allowed.

Ms. Guerra explained that the code states that outdoor materials are permitted to be stored at a maximum of 15 feet in height and aggregate material has a much greater risk of spreading outwards as opposed to outdoor storage containers.

Mr. Broderick expressed concerns with reaching an equitable solution to say the applicant's rights are superior simply because the property was annexed incorrectly.

Board discussion ensued on the past zoning errors, internal buffering and health effects from the dust.

Mr. Sanders stated he had some recommendations to add to staff's conditions for the motion. He stated the applicant has come a long way in meeting the spirit and intent of providing a buffer. Mr. Sanders said it is more important to have these conditions in writing, so people are clear that these are provisions they have to be abided by. Mr. Sanders said it is unfortunate that the project to the south has not honored their site plan and there is no enforcement mechanism in place and there is dust blowing from the 60 acres of open ground because of lack of caring by the developer. Mr. Sanders stated that this applicant has a dust control plan in place and they are about 150 feet away in meeting the buffering of the original

AR1 zoning. Mr. Sanders said we are fortunate to have a reasonable applicant that is trying to work with the city on coming up with solutions.

Mr. Broderick suggested moving the line of demarcation further away from the school and residential development and increase the landscape buffers.

Motion was made by Bob Burdge, and seconded by Michael Broderick to forward a recommendation of approval to the City Commission with the following eleven (11) conditions.

1. **The height of staked materials shall not exceed 25 feet pursuant to City Code 22-67(e)(S).**
2. **At time of Building Permit submittal, a copy of the FDEP Air General Permit shall be forwarded to the City's Engineering Department.**
3. **The Phase 2 parking lot shall include appropriate curbing at landscaped islands, as per the requirements listed in Section 22-187(12)(d).**
4. **Before a Certificate of Occupancy is issued, a Landscape Bond shall be submitted for all proposed landscaping, pursuant to City Code 22-180, except for such bond being for a period of 60 months.**
5. **No melting or burning of any materials shall take place on site.**
6. **The operations shall adhere to the submitted and approved truck route to and from the site. Any deviation from this approved truck route shall be subject to review and approval by the Planning Department.**
7. **The operation shall adhere to the noise Ordinance, as outlined in Sections 11-52 through 11-52.22.**
8. **The recycling, processing operation and storage of finished and unprocessed materials shall be located at least 547 feet from the east property line and as shown on the Fort Pierce Industrial Aggregate Recycling Facility for D.S. Eakins Planned Development Site Plan dated 5-31.2019.**
9. **The operator shall adhere to the D. S. Eakins Construction Corporation Dust Mitigation Plan for the Fr. Pierce Industrial Aggregate Recycling Facility, provided with the application submittal May 31, 2019. The operator shall maintain records of the actions taken to control dust in the plan. The records shall be available to the City of Fort Pierce and the School Board of St. Lucie County.**
10. **Landscape on the East/Northeast buffers shall be properly maintained, and any dead or nonproductive plant material shall be replaced. It shall be provided with a permanent irrigation system.**
11. **The work hour shall be 7 AM until 7 PM Monday thru Saturday.**

AYE: **Bob Burdge, Gloria Johnson-Scott**
NAY: **Tim O'Connell, Michael Broderick, Chairman Frank Creyaufmiller**
Failed

Mr. Sanders explained that he overlayed the site plan over the aerial and if the weigh station was moved 150 feet to the west, it would be within the original industrial zoned land.

Board discussion ensued on modifying the conditions by creating a 15 foot berm and moving the unprocessed material line approximately 150 feet to the west.

Mr. Corrick stated on the site plan it says eastern limit of aggregate recycling and if that line was moved to the quarter section line that would accomplish the move to the west.

Motion was made by Bob Burdge, and seconded by Michael Broderick to forward a recommendation of approval to the City Commission with the following eleven (11) conditions.

1. **The height of staked materials shall not exceed 25 feet.**
2. **At time of Building Permit submittal, a copy of the FDEP Air General Permit shall be forwarded to the City's Engineering Department.**
3. **The Phase 2 parking lot shall include appropriate curbing at landscaped islands, as per the requirements listed in Section 22-187(12)(d).**
4. **Before a Certificate of Occupancy is issued, a Landscape Bond shall be submitted for all proposed landscaping, pursuant to City Code 22-180, except for such bond being for a period of 60 months.**
5. **No melting or burning of any materials shall take place on site.**
6. **The operations shall adhere to the submitted and approved truck route to and from the site. Any deviation from this approved truck route shall be subject to review and approval by the Planning Department.**
7. **The operation shall adhere to the noise Ordinance, as outlined in Sections 11-52 through 11-52.22.**
8. **The eastern limit of the aggregate recycling facility shall now become the quarter section line.**
9. **The operator shall adhere to the D. S. Eakins Construction Corporation Dust Mitigation Plan for the Fr. Pierce Industrial Aggregate Recycling Facility, provided with the application submittal May 31, 2019. The operator shall maintain records of the actions taken to control dust in the plan. The records shall be available to the City of Fort Pierce and the School Board of St. Lucie County.**
10. **Landscape on the East/Northeast buffers shall be properly maintained, and any dead or nonproductive plant material shall be replaced. It shall be provided with a permanent irrigation system. The landscaping shall be comprised of a berm of at least 15 feet in height with opaque fencing a minimum 8 feet in height erected on top.**
11. **The work hours shall be 7 AM until 7 PM Monday thru Saturday.**

AYE: **Bob Burdge**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Michael Broderick**, **Chairman Frank Creyaufmiller**

Passed

b. **Conditional Use - Spin Win 2 Arcade Amusement Center - 3220 S. US Highway 1**

Mr. Gilmore gave an overview of the application and answered questions from the Board on parking and lighting requirements.

Mike Menard, applicant representative from Architectonic, stated he would like to have an option between either a Unity of Title or shared parking agreement.

Ms. Guerra explained that a Unity of Title ties parcels together under one parcel identification number and this assures that the minimum standards of parking will be addressed if the parcels are ever split up.

The Board suggested that reducing the number of arcade machines would reduce the parking requirements.

Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to forward a recommendation of approval to the City Commission with the following condition:

1. Provide a Unity of Title or Parking Shared Access Agreement prior to approval of a Business Tax License to assure that the current parking calculations are in compliance with City Code 22-71 (b)(12).

AYE: **Gloria Johnson-Scott**, **Tim O'Connell**, **Michael Broderick**, **Bob Burdge**, **Chairman Frank Creyaufmiller**

Passed

c. **Development & Design Review - Home 2 Suites - 6505 Metal Drive**

Ms. Guerra gave an overview of the application and answered questions from the Board on alcohol licensing and landscaping.

Rich Laventure, applicant representative from Atlantic Civil Engineering, stated that Hilton will be the brand of the hotel.

Motion was made by Bob Burdge, and seconded by Michael Broderick to recommend approval of the requests with the following five (5) conditions.

1. Before a Certificate of Occupancy is issued, provide a landscape bond for all proposed landscaping pursuant to City Code 22-180.
2. The Final Plat shall be approved by the City Commission prior to review & approval by the City Commission.
3. Provide a copy of the South Florida Water Management District permit modification to the City of Fort Pierce Engineering Department at the time of Building Permit.
4. If alcohol will be sold on site, an Alcohol License will need to be obtained and reviewed by the Planning Department.
5. All comments from the St. Lucie County Fire District shall be satisfactorily addressed at the time of Building Permit submittal.

AYE: **Tim O'Connell**, **Michael Broderick**, **Bob Burdge**, **Gloria Johnson-Scott**, **Chairman Frank Creyaufmiller**

Passed

d. **Waiver of Distance - Angelina's Brick Oven Pizza - 1126 Colonnades Drive**

Ms. Lewicka gave an overview of the application and answered questions from the Board on the Technical Review Committee (TRC) comments and parking requirements.

Ms. Guerra explained that the TRC comments are addressed at the time of building permit.

Robert Musser, applicant, stated lights are being rented from Fort Pierce Utilities and the soffitt lights have been augmented.

Motion was made by Bob Burdge, and seconded by Gloria Johnson-Scott to forward a recommendation of approval to City Commission with one condition of approval:

1. Provide a lighting plan or photometric survey which complies with City Code 22-60 (j)(1)(d)

AYE: **Michael Broderick**, **Bob Burdge**, **Gloria Johnson-Scott**, **Tim O'Connell**, **Chairman Frank Creyaufmiller**

Passed

8. **COMMENTS FROM THE PUBLIC**

Robert Gehrig, President of Palm Lakes Garden homeowners association, stated if the Planning Board and City Commission had done their due diligence, there would be a lot less problems with Precast. Mr. Gehrig recommended that someone in the City correct the injustices that were done with Precast.

John Cherveny, Developer and President of Ten Mile Creek Homeowners Association, stated that a mistake was made by the Planning Board by recommending approval of the Fort Pierce Aggregate Recycling Facility.

Nick Makris, Palm Lakes Garden resident, stated that berms do not work because sound carries up. Mr. Makris said the Board should take into consideration the people that live in the five communities, closest to the Fort Pierce Aggregate Recycling Facility.

Jay Stewart, Palm Lakes Garden resident, told the Board they did a great job accommodating the issue with the Fort Pierce Aggregate Recycling Facility project.

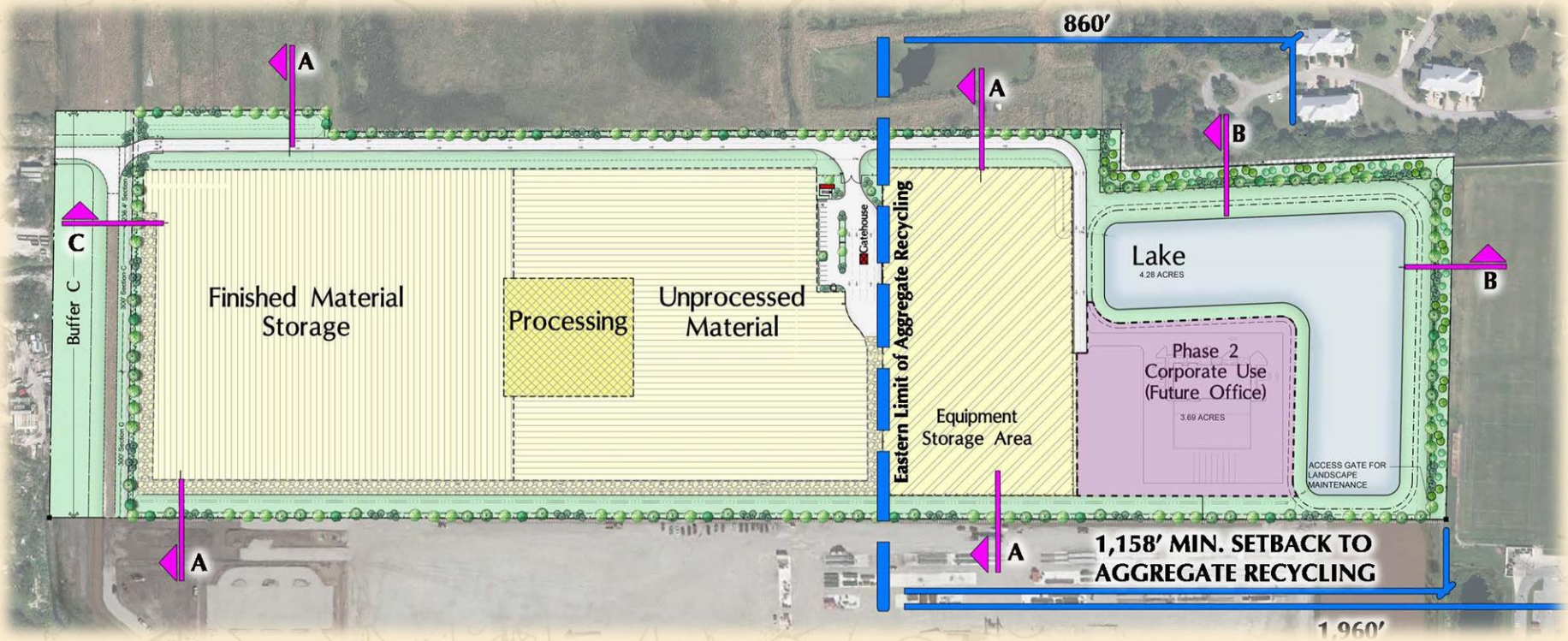
9. BOARD COMMENTS

Mr. Sanders said that PUD zoning for the Fort Pierce Aggregate Recycling Facility allows more controls and puts the city in a better place instead of straight zoning.

The Board stated the input from Mr. Sanders on the Fort Pierce Aggregate Recycling Facility was critical.

10. ADJOURNMENT

Ft. Pierce Industrial Aggregate Recycling Facility Planned Development



DSE Holdings

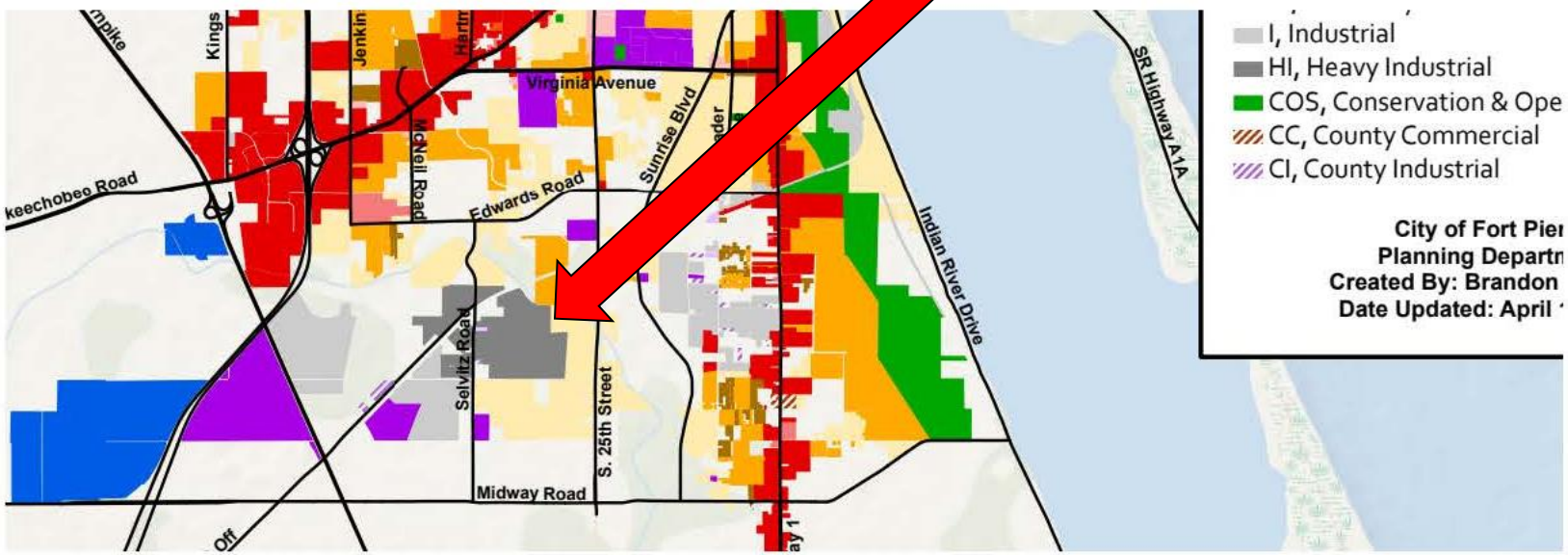
Our Family





Our Story

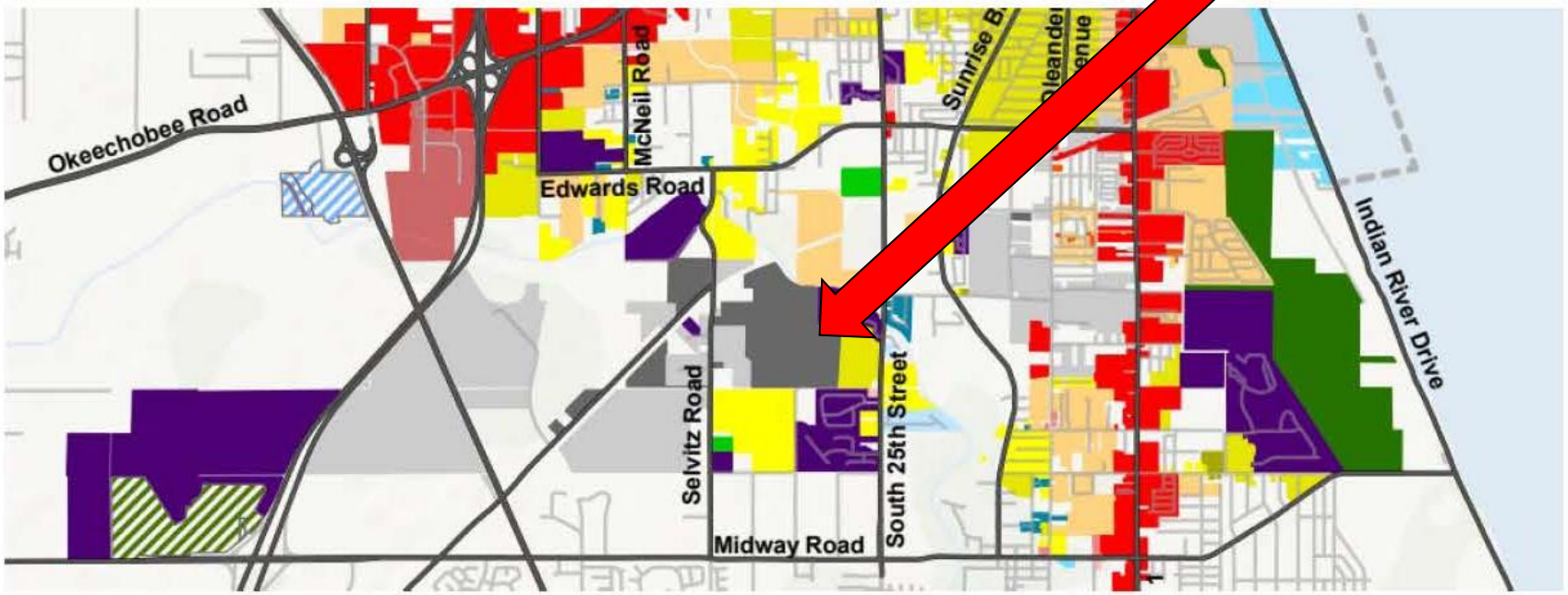
- 2017 - DSE Holdings looked for a piece of land with Heavy **Industrial** FLU & Zoning in Ft. Pierce



Future land use 2019

Our Story

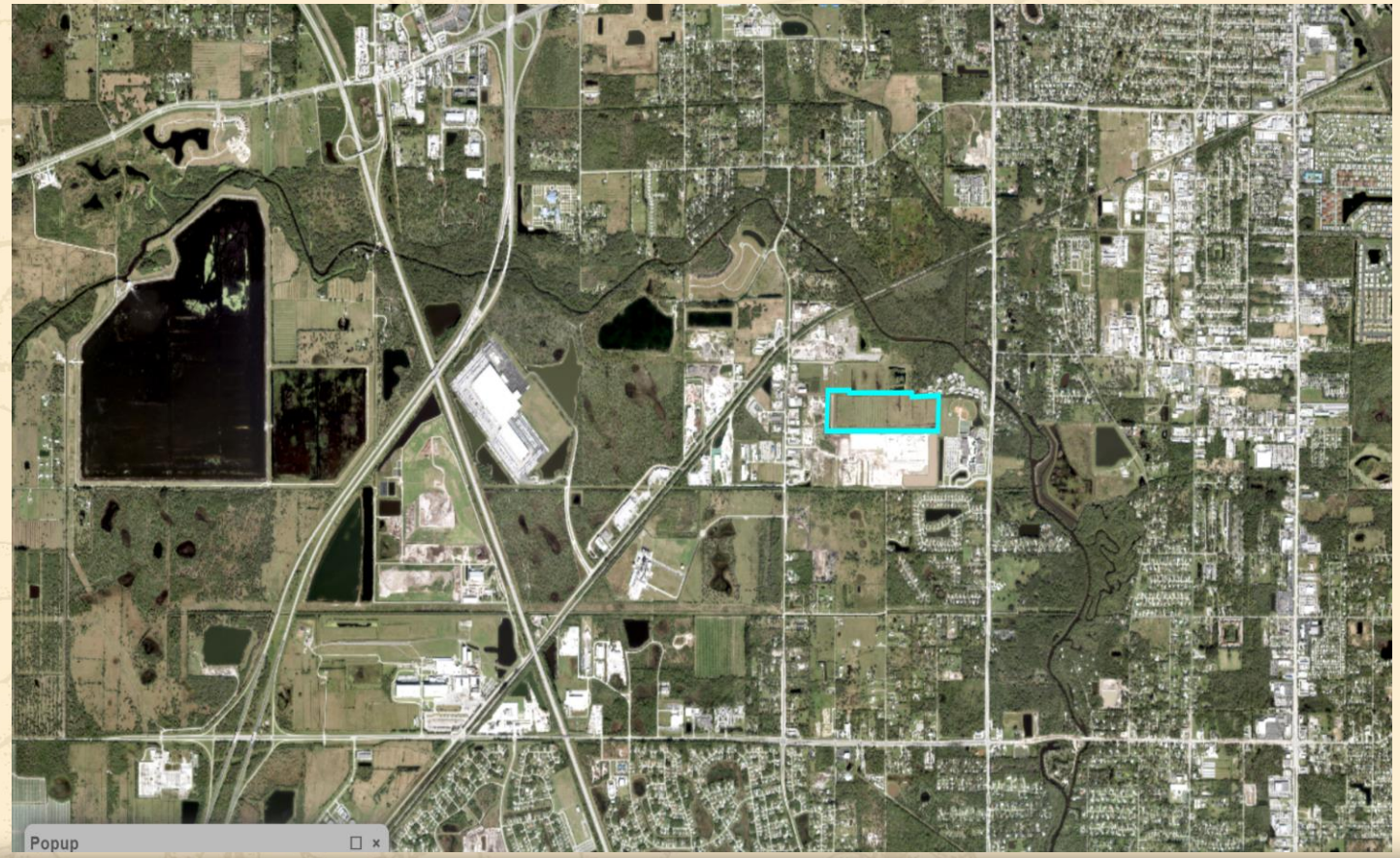
- 12/19/2017 - Zoning Confirmation from the City - *a 31 page document*



Zoning Map 2019

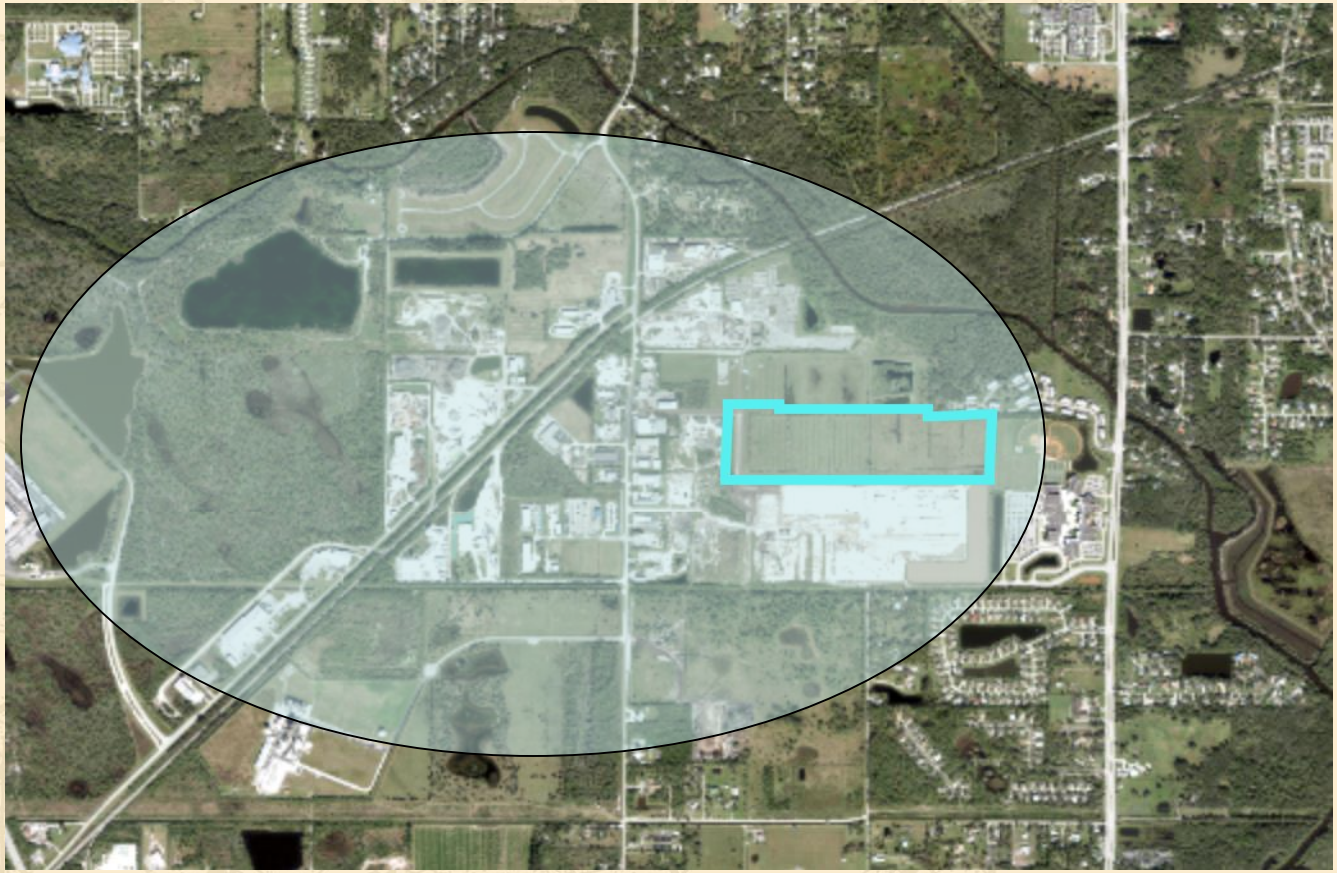
Our Story

- DSE Holdings – bought property in 03/02/2018



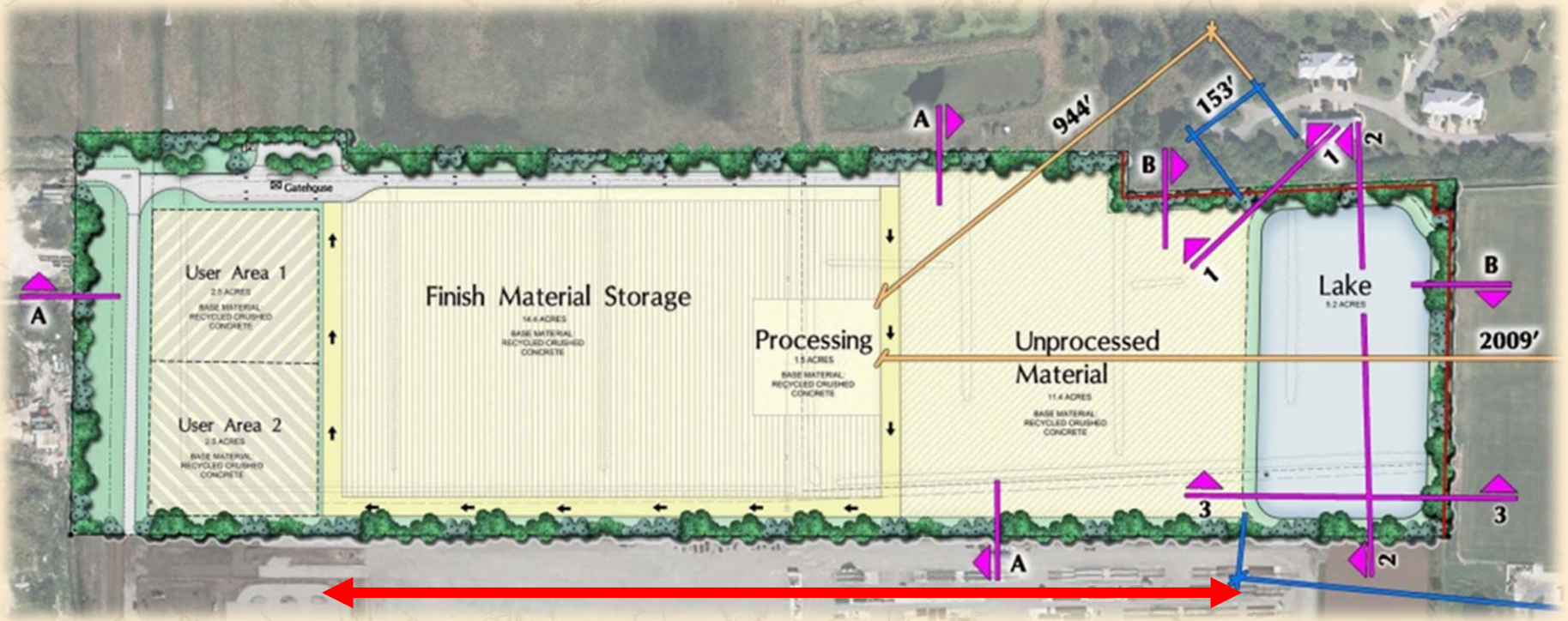
Our Story

- In an Industrial Area



Our Story

- Original Application Submittal – Conditional Use Application – 11/30/2018



Our Story

- Neighborhood Public Workshop – 01/20/19

  We listened and acted to:

  - Moved the recycling to the west
  - Increased the buffer height and density



Our Story

- 1st Resubmittal – Changing Application to Planned Development – 04/30/2019 *public record*
- DSE Website Launched – 05/09/2019 *all plans available*
- 2nd Resubmittal – to address comments from staff regarding the PD Application – 05/31/2019 *public record*
- Project Door Hangers – 06/25/2019

  in prep for Planning and Zoning Hearing –July 9, 2019



Our Story

- Planning and Zoning Hearing – July 9, 2019 POSTPONED
- 2nd set of DOORHANGERS 8/6/19

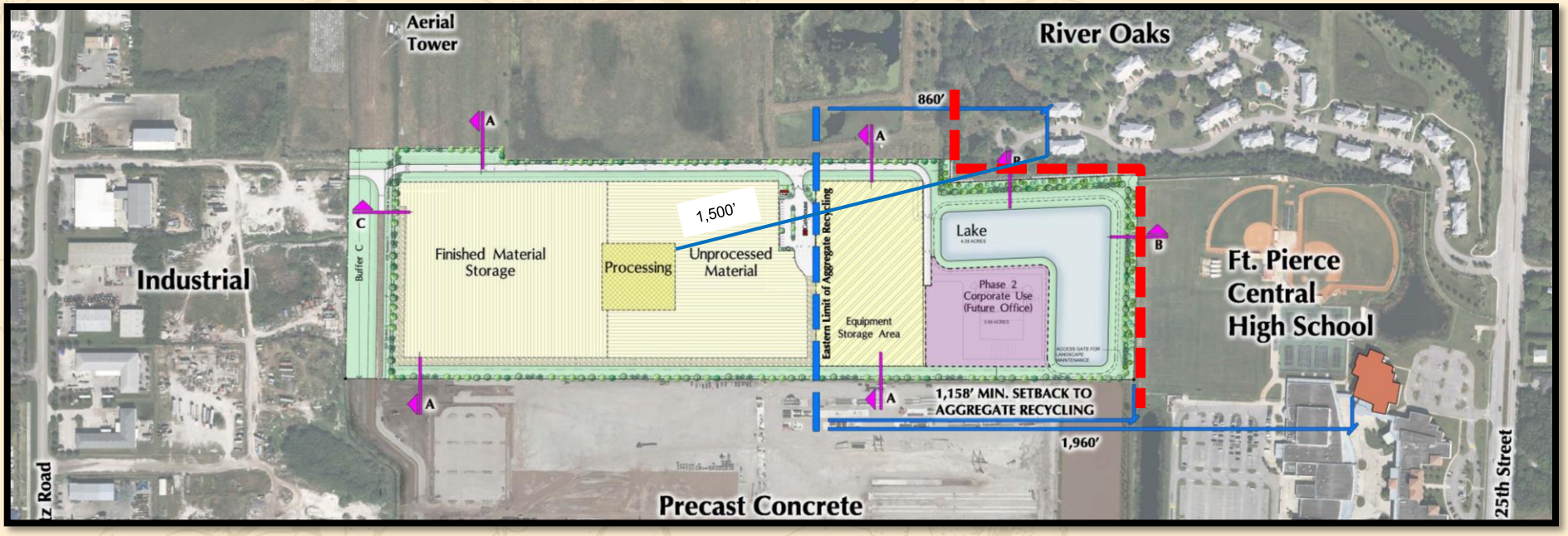




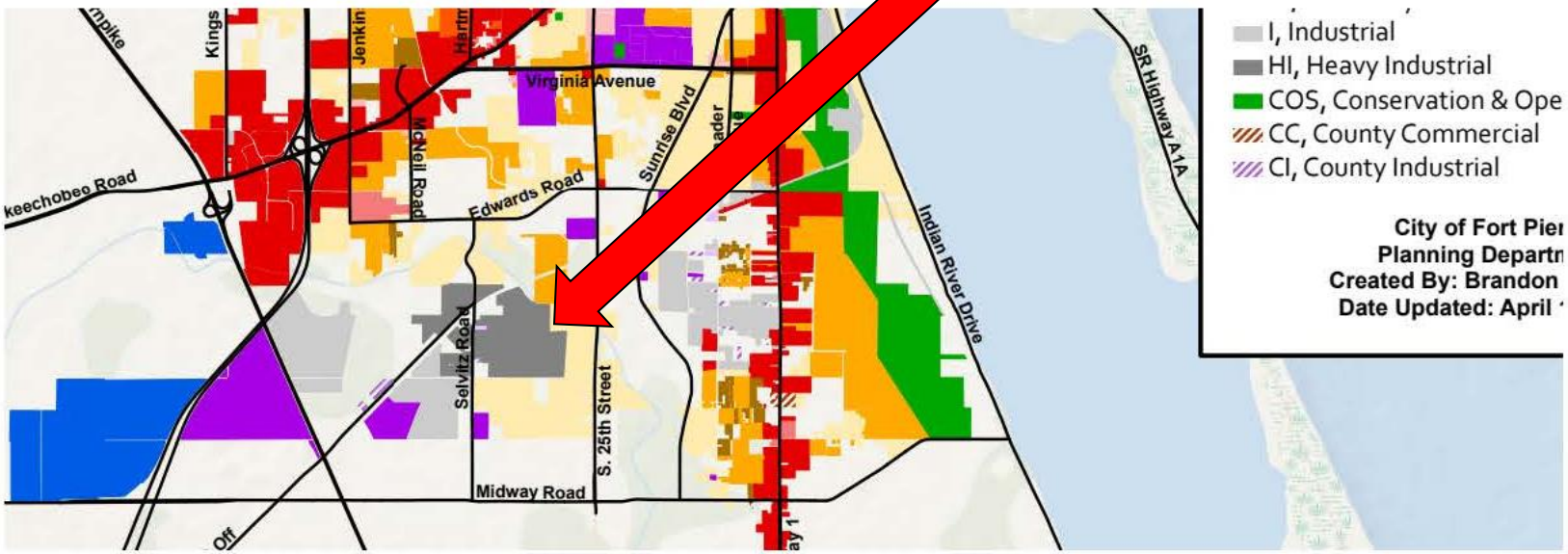
Project Request

- Rezoning from IH (County) – Heavy Industrial to Planned Development (PD) to allow an aggregate recycling facility on 52.00 acres of land.
  - Includes a request to have outdoor storage of materials at 30 feet;
  - Hours of operation – 7am to 7pm Monday through Saturday, and;
  - Modified buffers to increased screening to residential & high school uses

Aerial

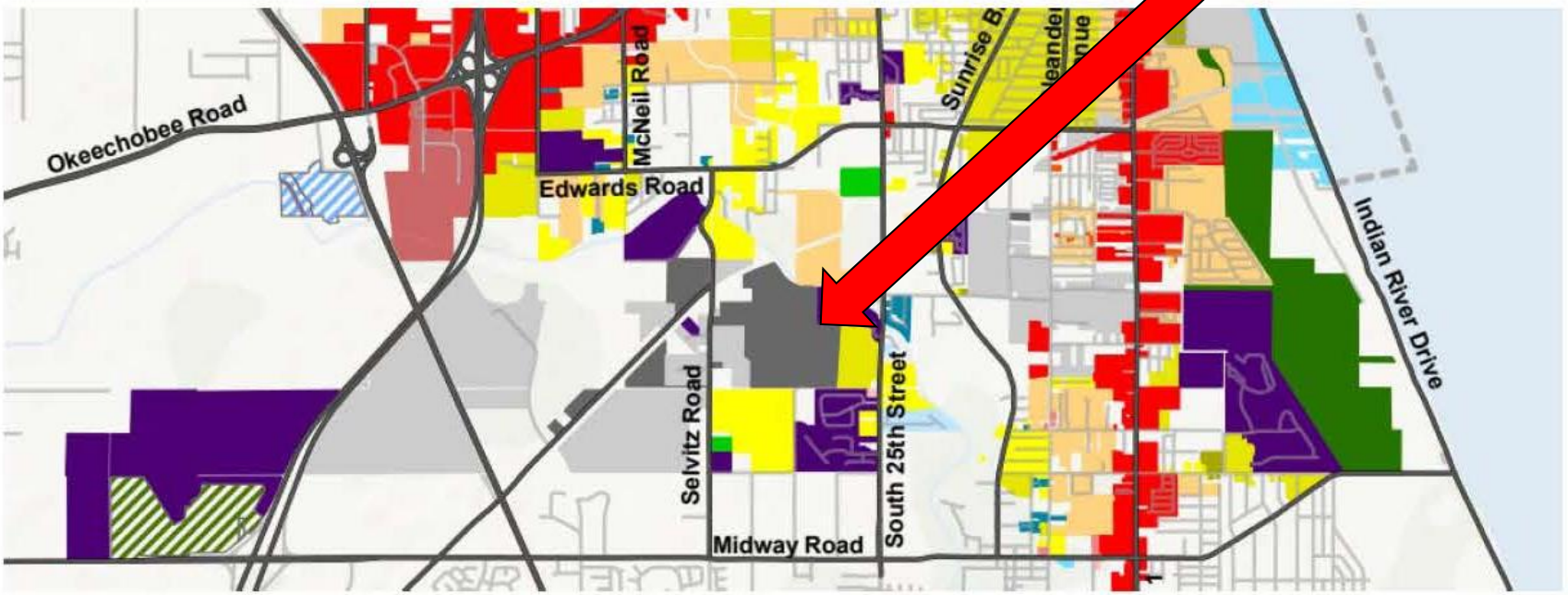

Aerial Tower
River Oaks
860'
1,500'
Industrial
Finished Material Storage
Processing
Unprocessed Material
Eastern Limit of Aggregate Recycling
Equipment Storage Area
Lake
Phase 2 Corporate Use (Future Office)
Ft. Pierce Central High School
1,158' MIN. SETBACK TO AGGREGATE RECYCLING
1,960'
Precast Concrete
25th Street
A
B
C
Buffer C

Fort Pierce Land Use



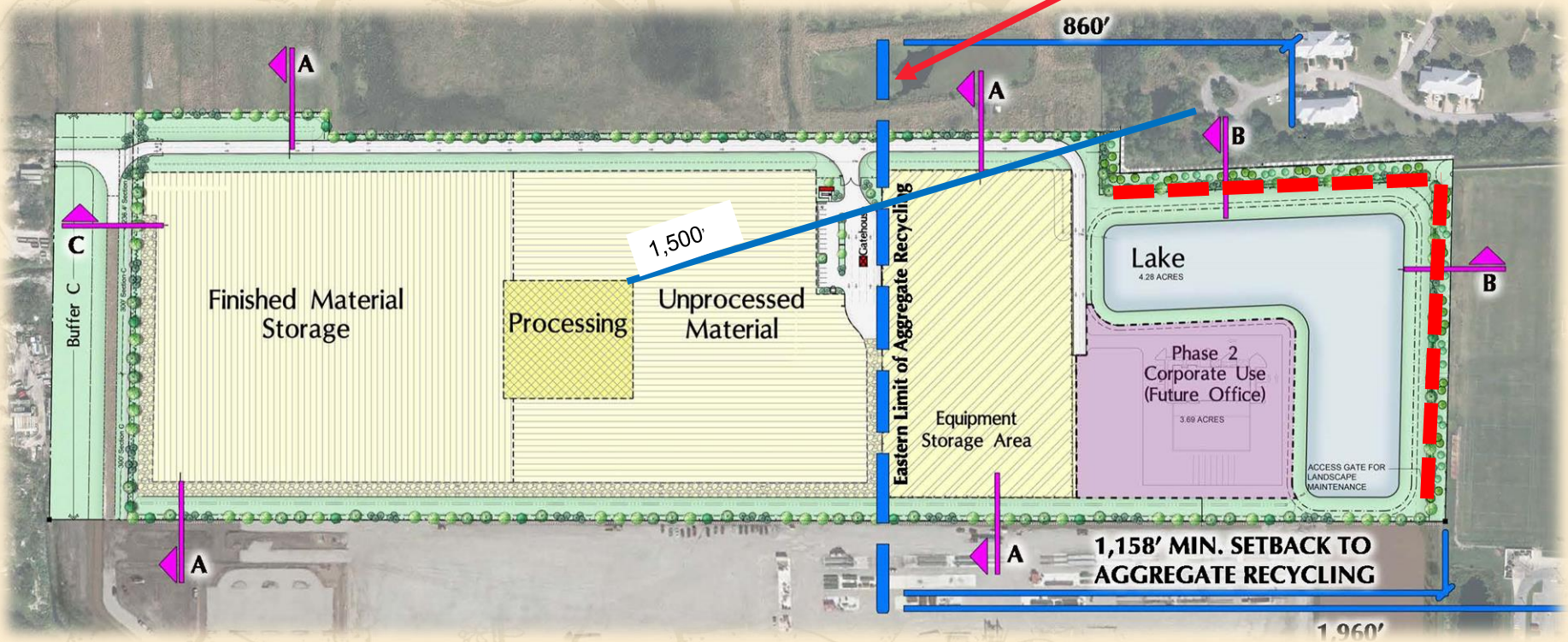
Future land use 2019

Fort Pierce Zoning Map



Zoning Map 2019

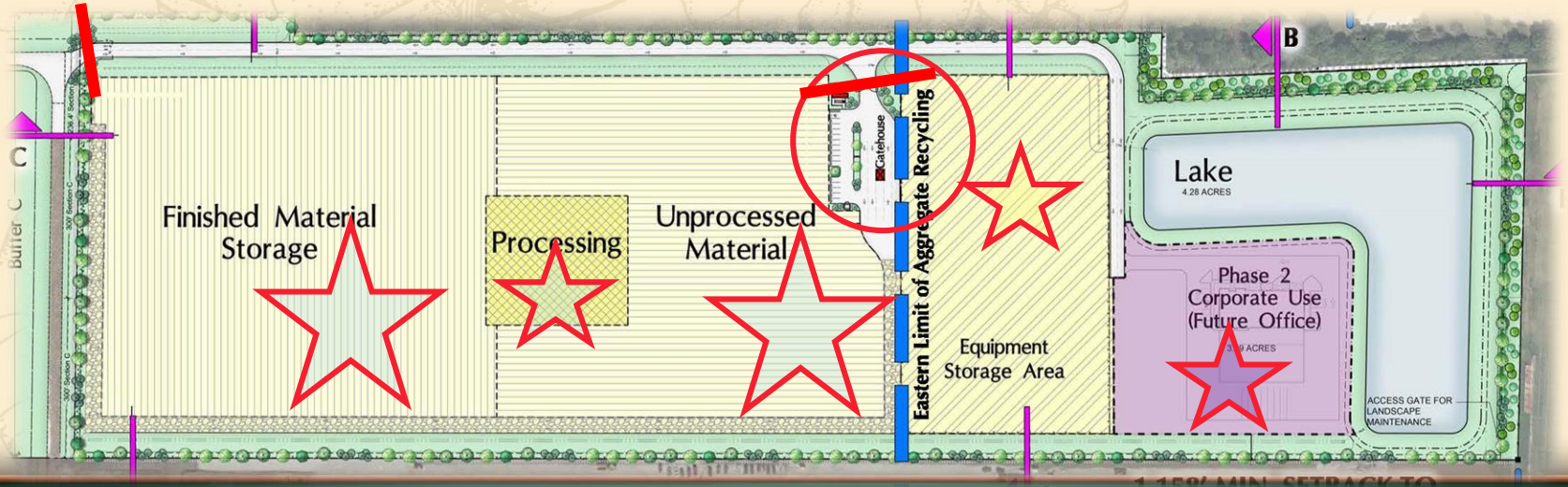
Proposed Site Plan



Recycling Area

Project Uses

- **The following is a list of the areas on the PDD Development Plan:**
  - Finished material storage area – approximately 10.74 acres
  - Unprocessed materials area – approximately 8.65 acres;
  - Processing area – approximately 1.48 acres;
  - Equipment storage area – approximately 6.15 acres; and
  - Phase 2 office/warehouse area – approximately 3.69 acres.

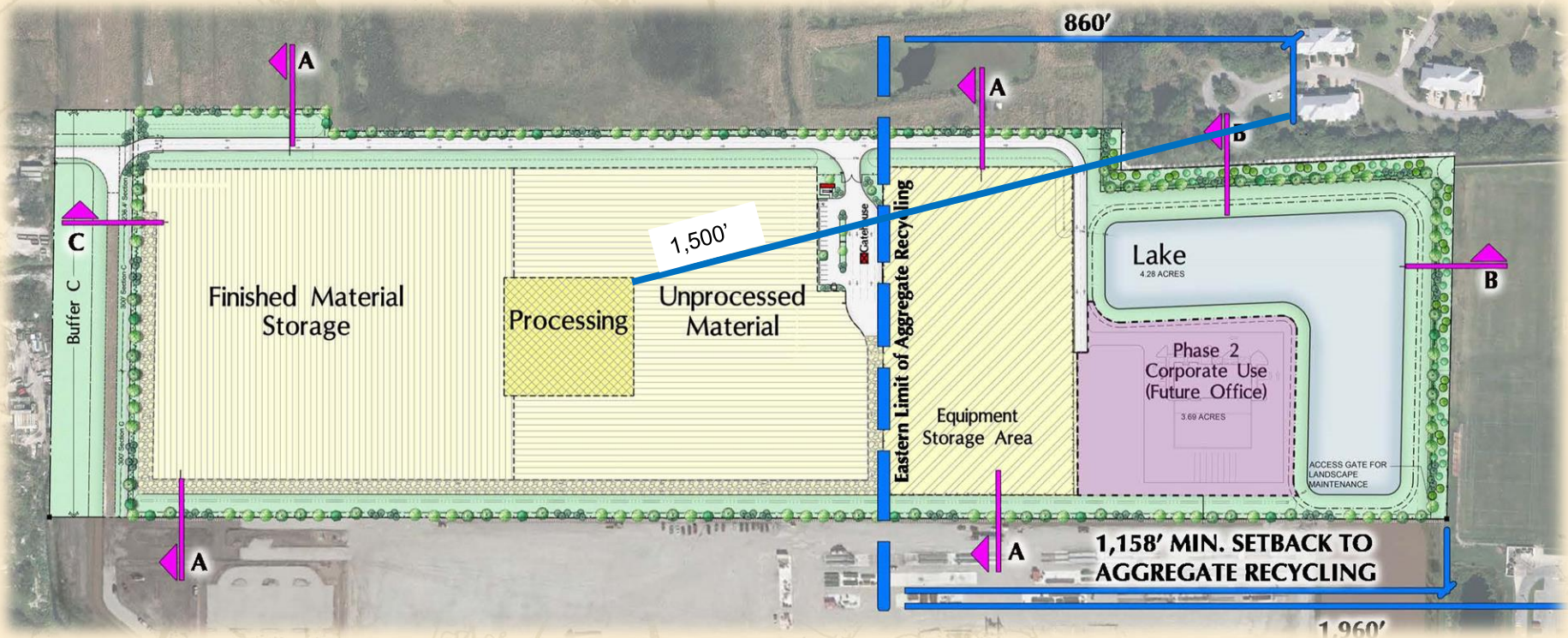


Original Site Plan



Recycling Area

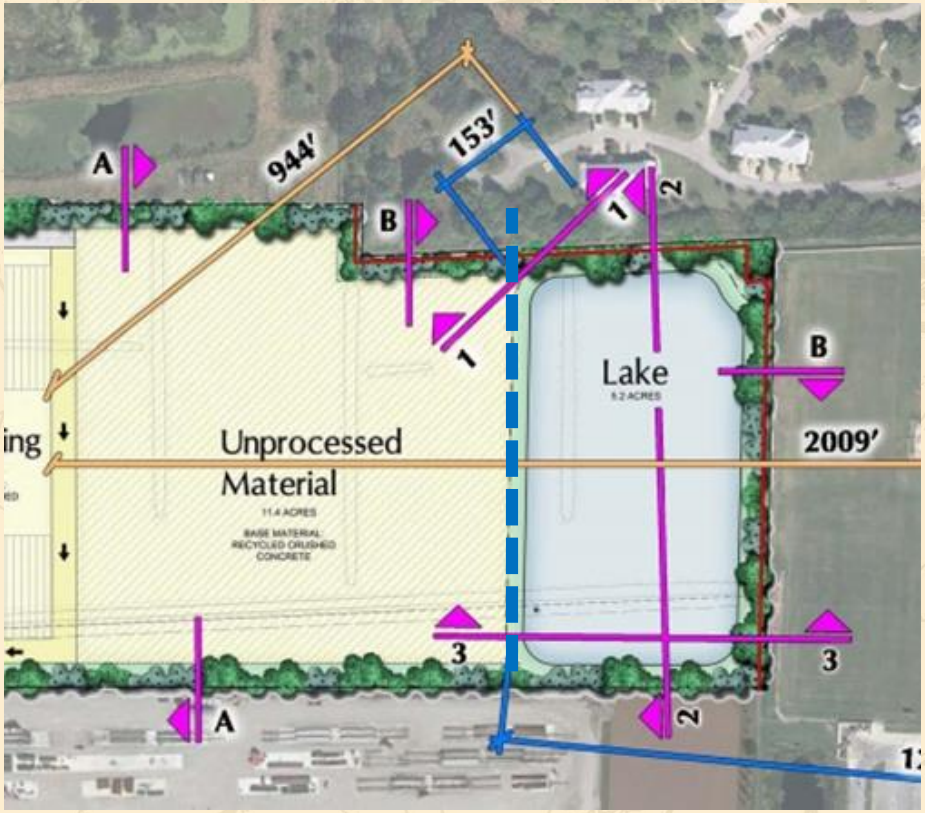
Current Proposed Site Plan



Recycling Area

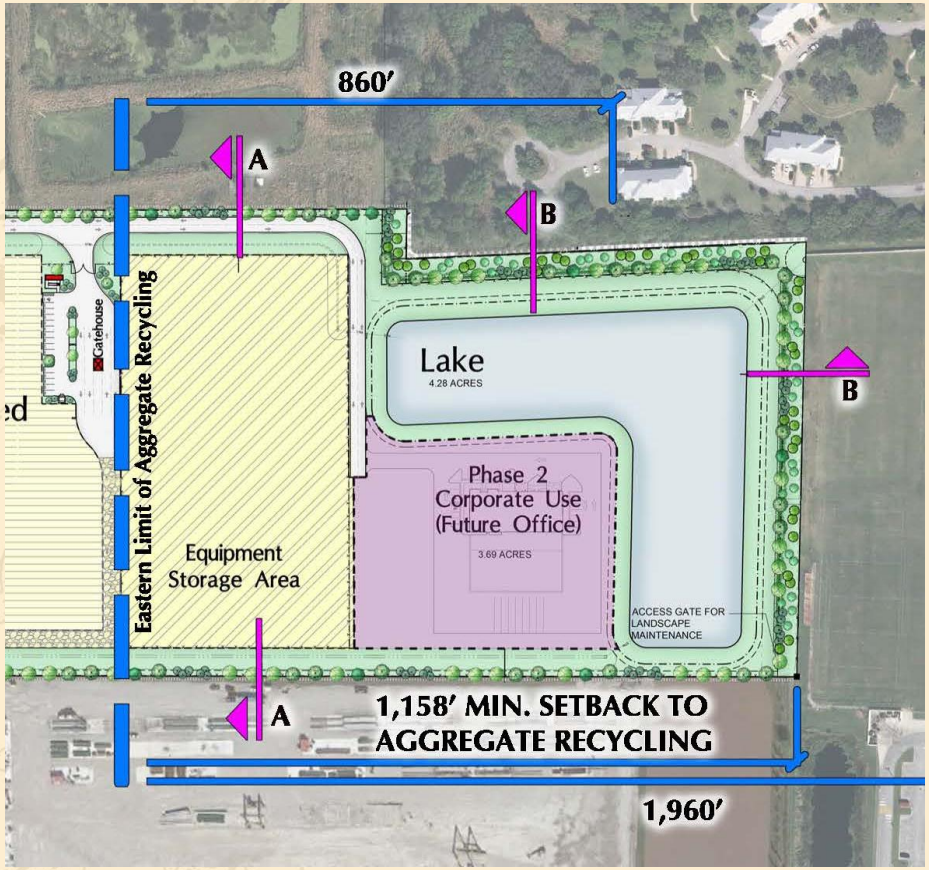
Comparisons

Original Site Plan



Unprocessed material is closer to the residential and the school

Current Proposed Site Plan

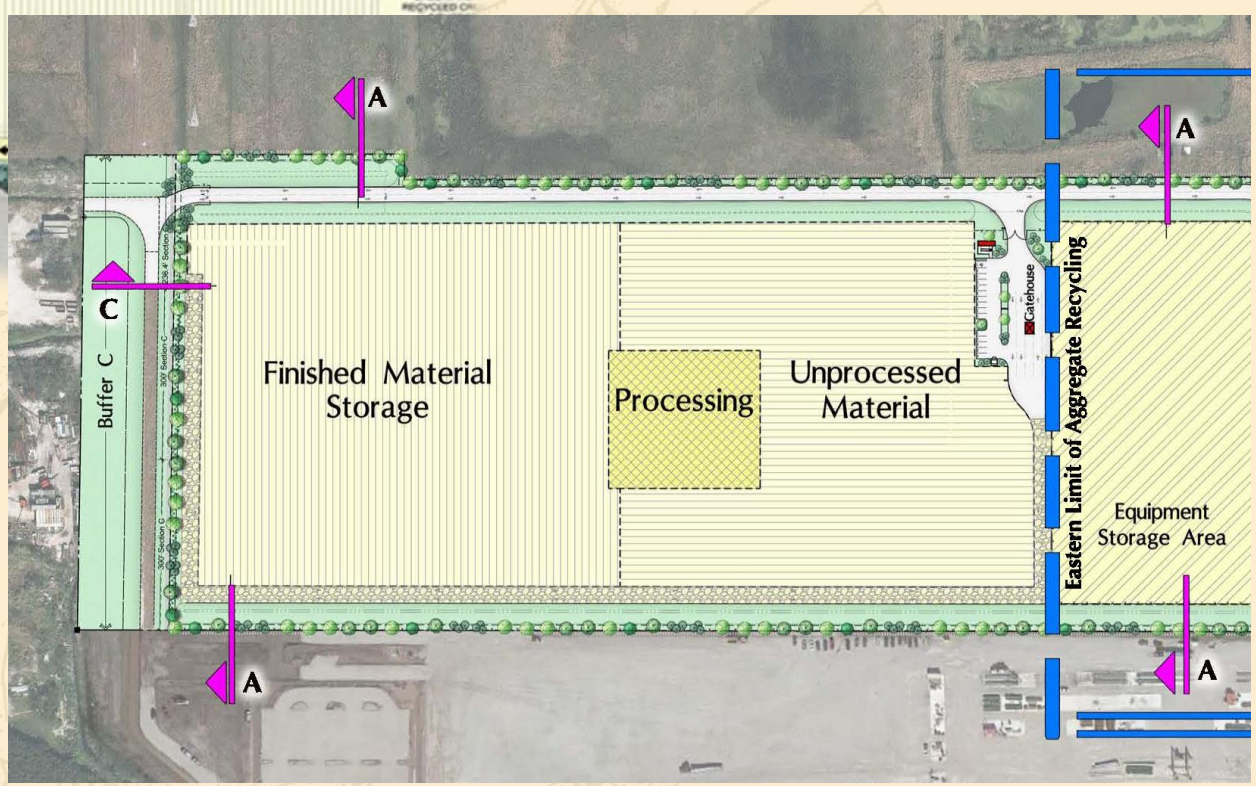


Unprocessed material is 1,158' setback from the school

Comparisons

Old Site Plan





Proposed Landscaping

- **Buffer A** (North and South) – 10 foot buffer with **1 tree per 30** linear feet.
- **Buffer B** (east and northeast) – 33 foot to 42 foot wide with 12 foot tall **trees 1 per 30** linear feet, plus 6 foot tall **trees at 1 per 15** linear feet, plus **shrubs at 1 per 2 linear feet**;
- **Buffer C** (west) – 10 foot buffer with 1 tree per 30 linear feet and shrubs.

Proposed Security

- **Buffer A** (North and South) – **8 foot** chain link fence on property line;
- **Buffer B** (east and northeast) – **8 foot** chain link fence with 95% sight obscuring wind screen on **10 foot high berm** – 33 foot or 42 foot inside the property line;
- **Buffer C** (west) – **12 foot** chain link fence with sigh obscuring wind screen on **3 foot high berm** set 10 feet inside the access easement.

300’ Buffer A



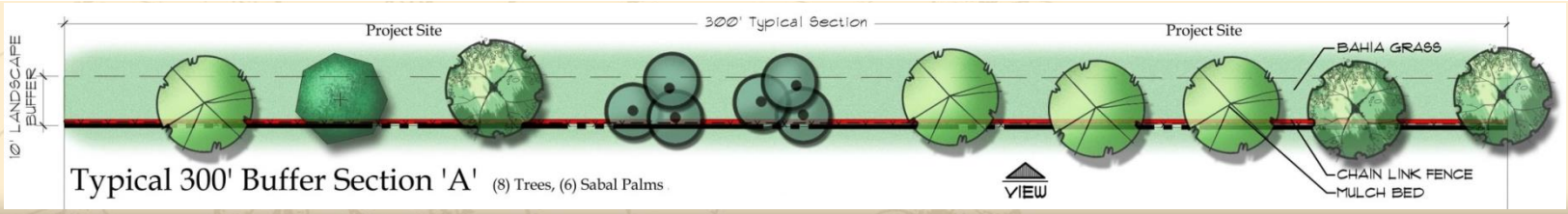
Typical Elevation A Buffer (at Maturity)



Typical Elevation A Buffer (at 5 years)



Typical Elevation A Buffer (at Initial Install)

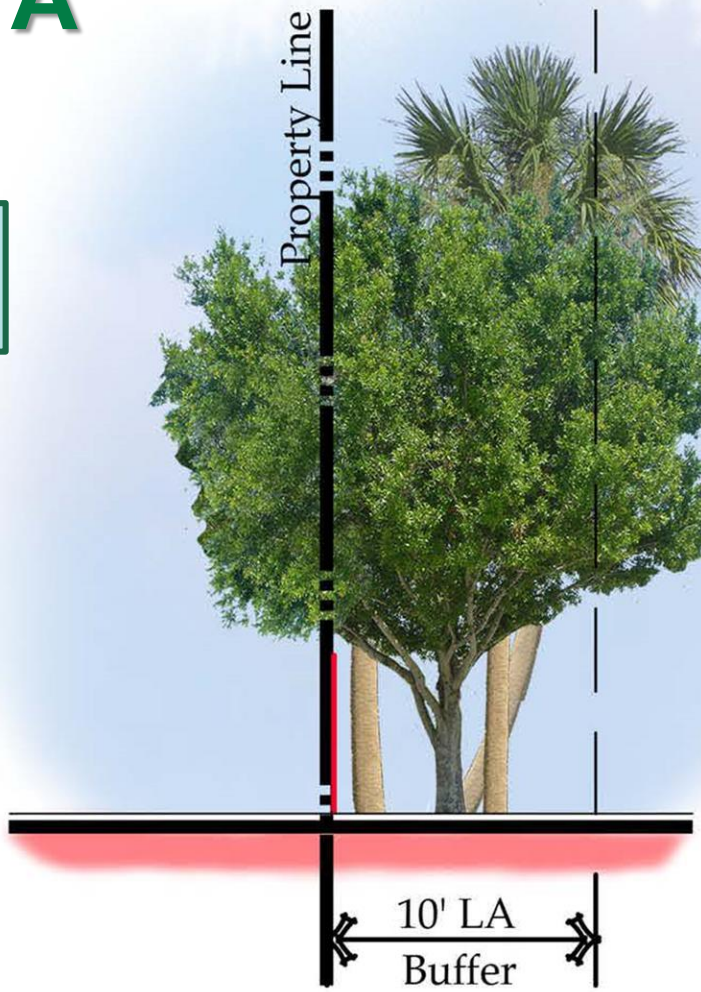


Typical 300' Buffer Section 'A' (8) Trees, (6) Sabal Palms

Cross Section A

NO Fence Screening with Compatible Industrial Use

North and South Sides



Cross Section Buffer A

300’ Buffer B



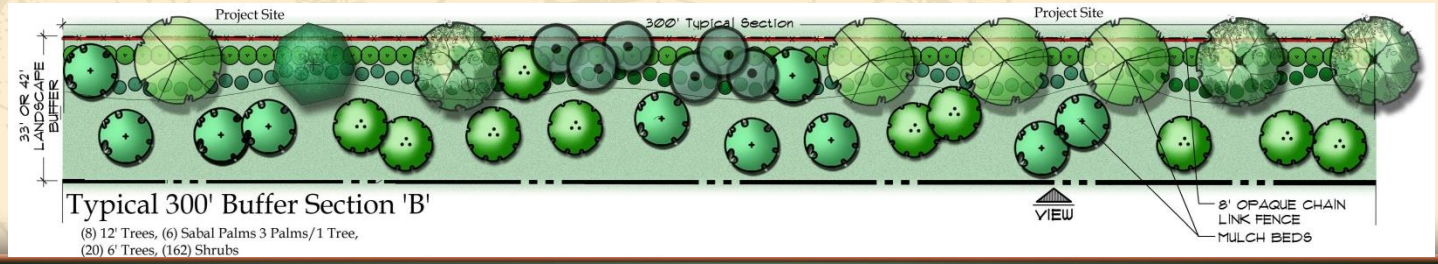
ypical Elevation B Buffer (at Maturity)



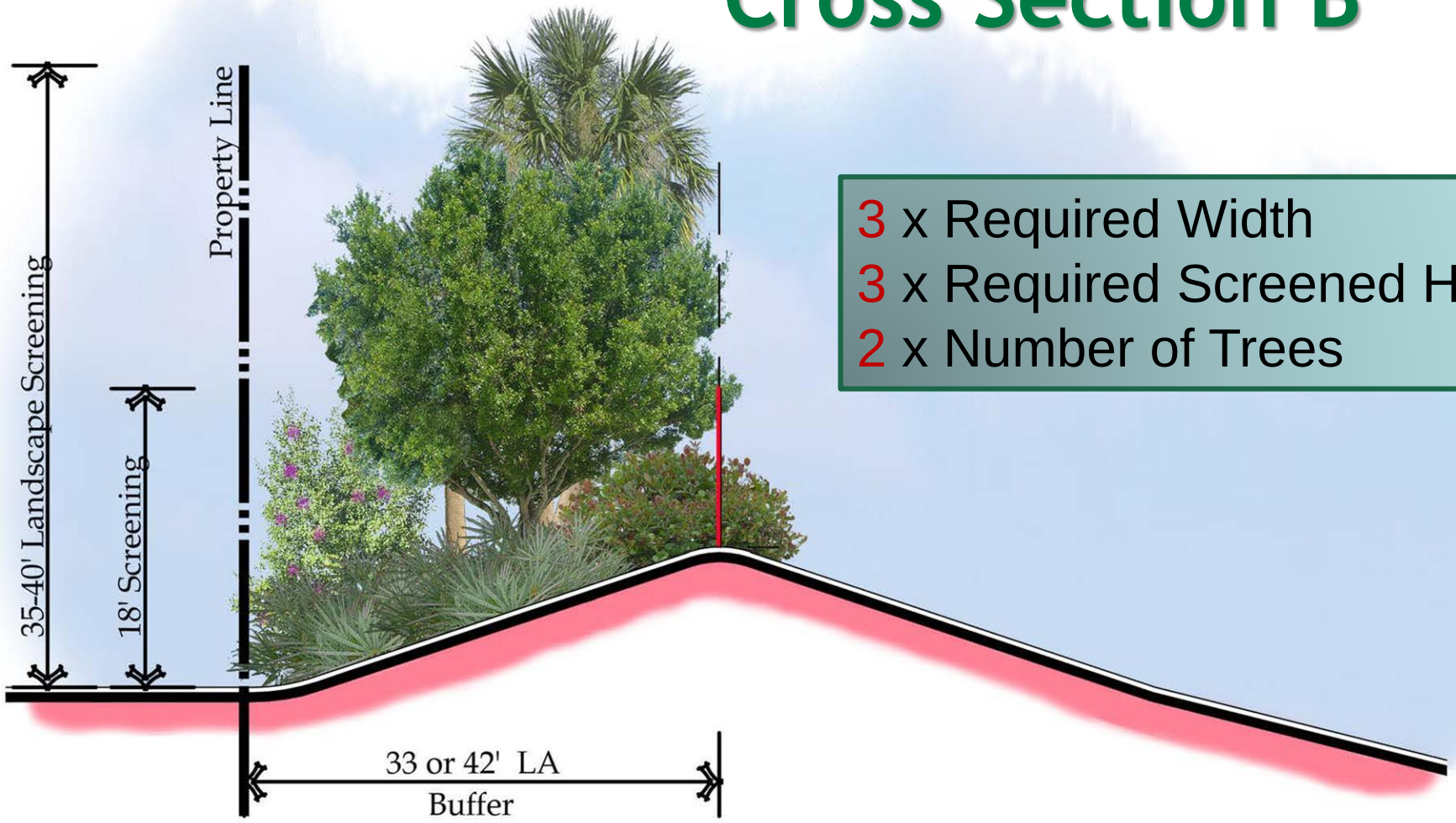
ypical Elevation B Buffer (at 5 years)



ypical Elevation B Buffer (at Initial Install)



Cross Section B



Cross Section Buffer B

3 x Required Width
3 x Required Screened Ht.
2 x Number of Trees

Northeast and East Sides

300’ Buffer C



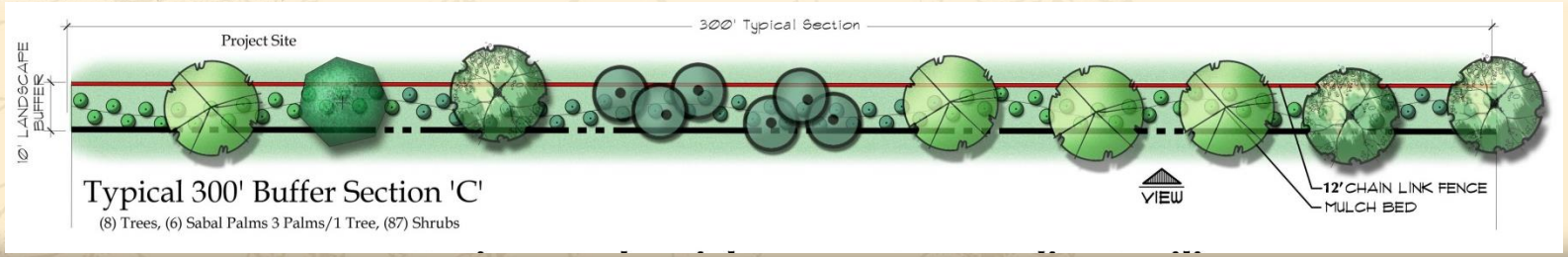
Typical Elevation C Buffer (at Maturity)



Typical Elevation C Buffer (at 5 years)



Typical Elevation C Buffer (at Initial Install)



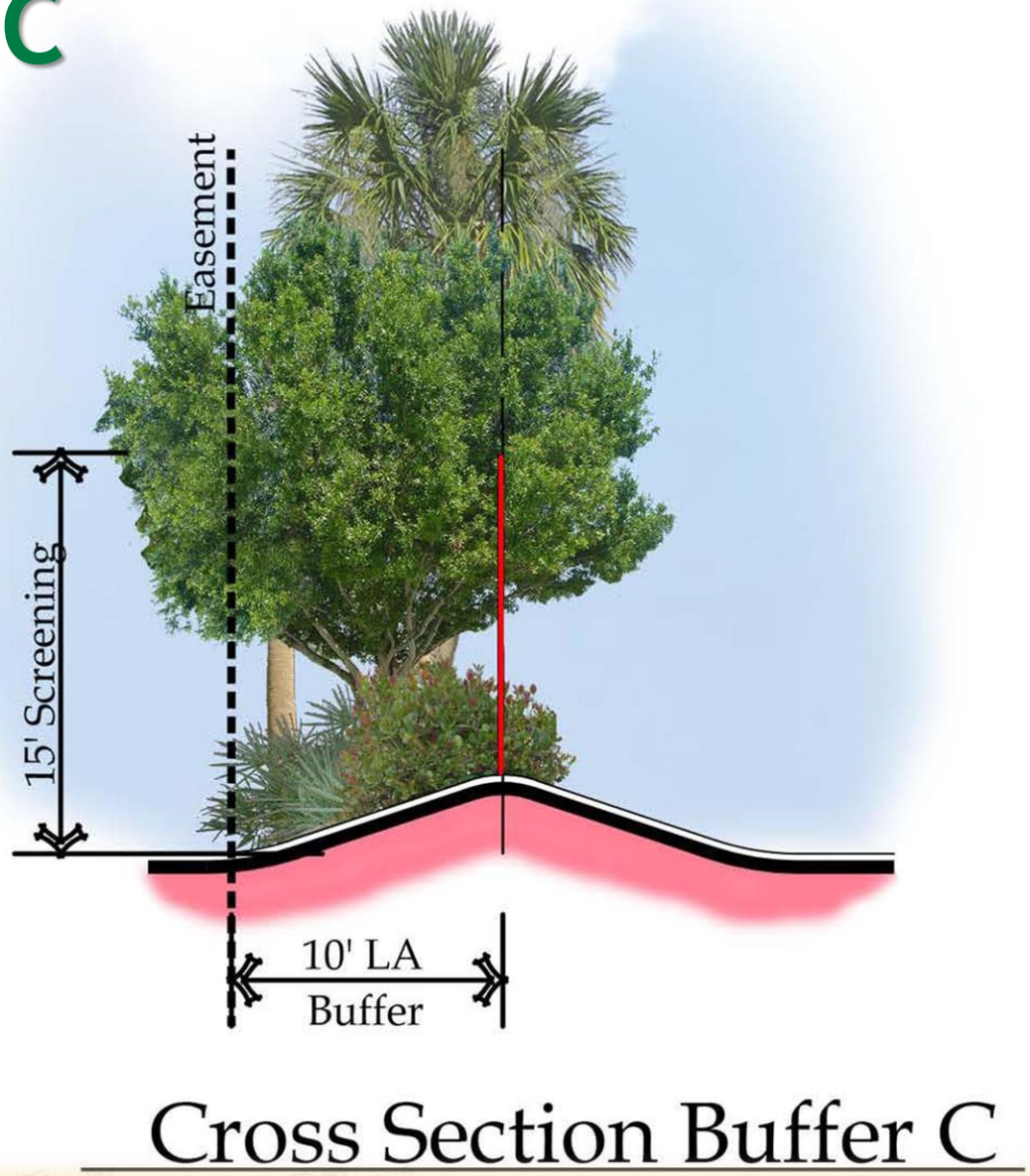
Typical 300' Buffer Section 'C'

(8) Trees, (6) Sabal Palms 3 Palms/1 Tree, (87) Shrubs

Cross Section C

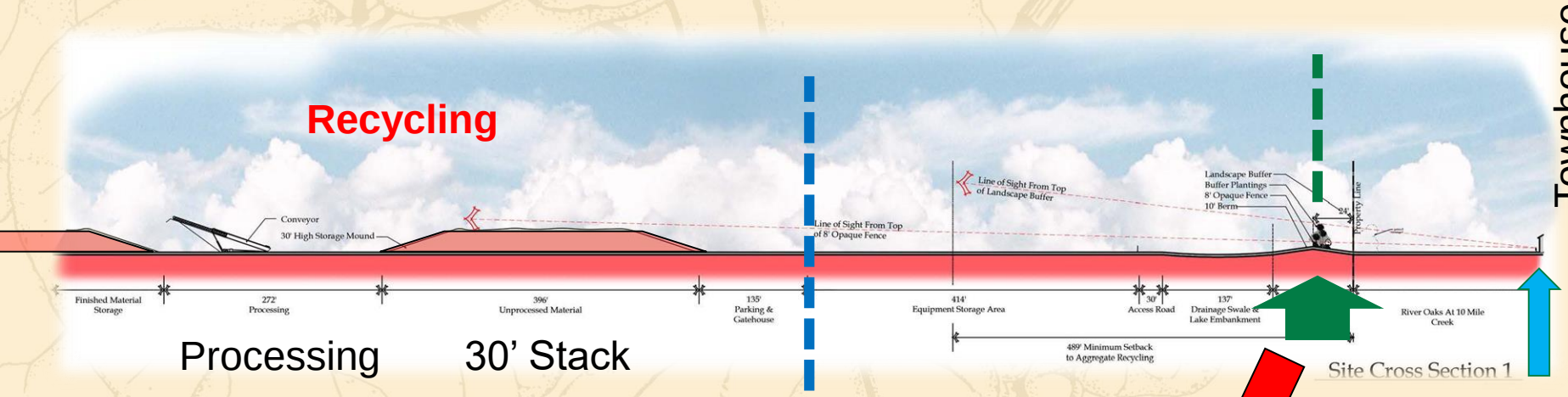
Against Access Easement

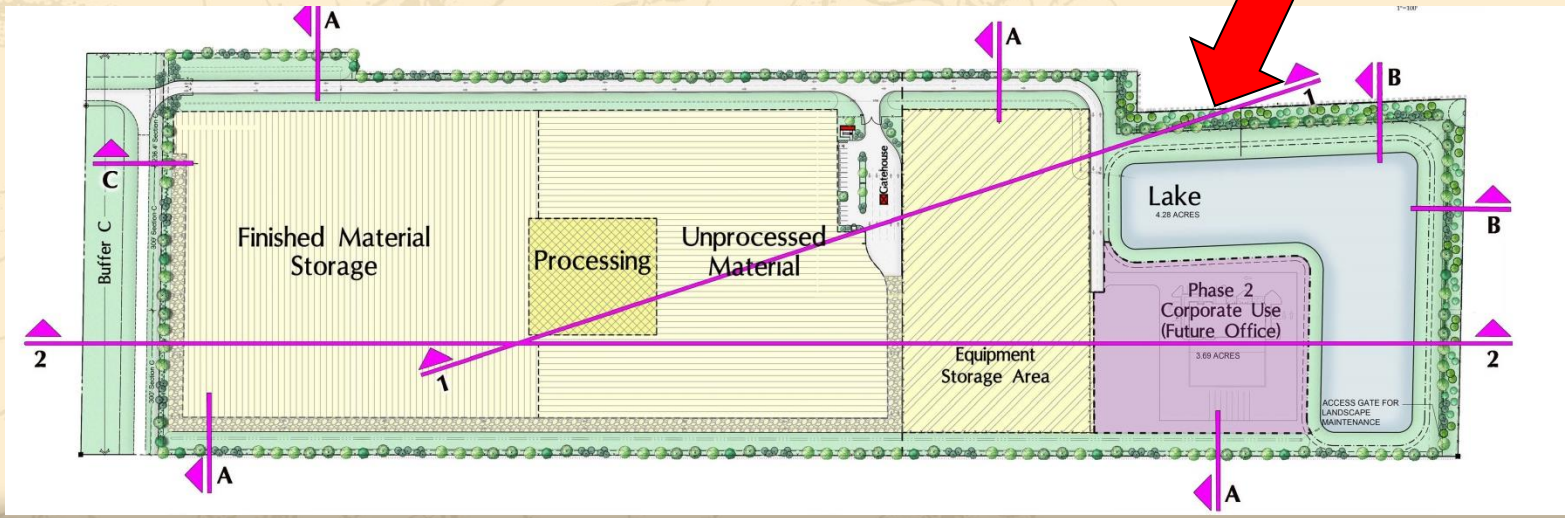
Planted per Right-of-Way Criteria



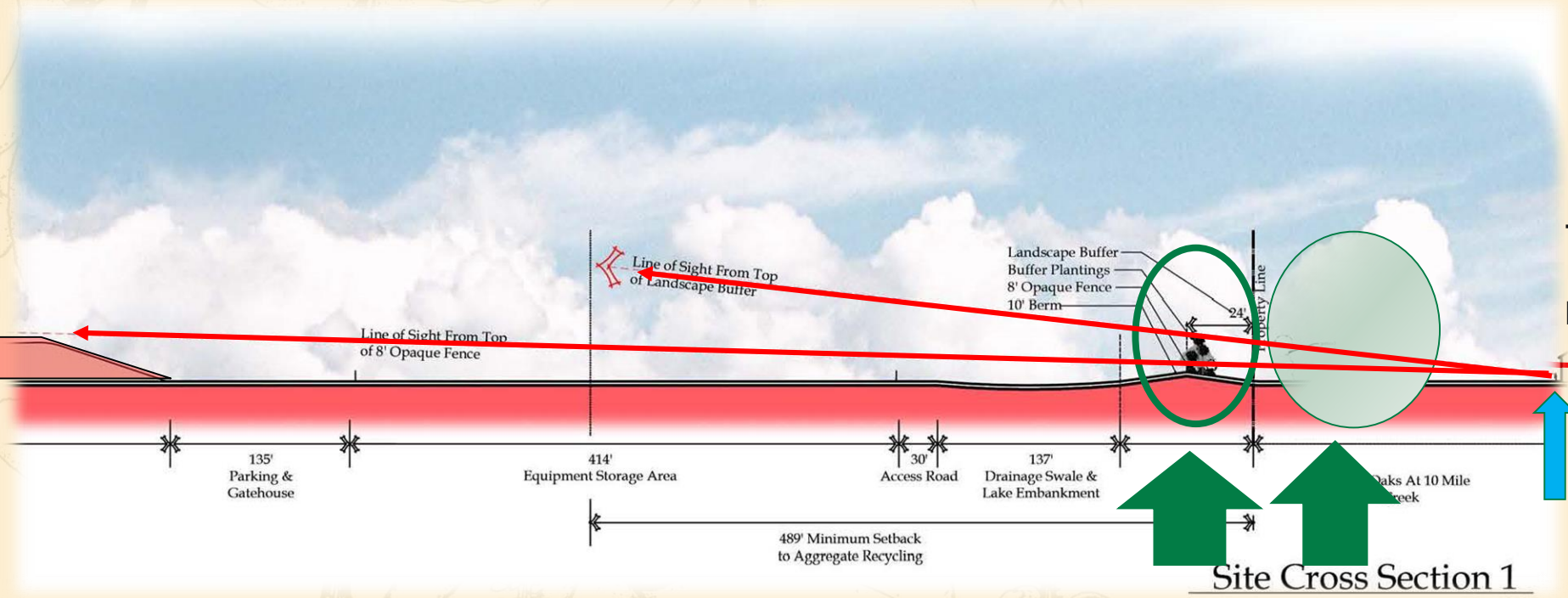
West Side

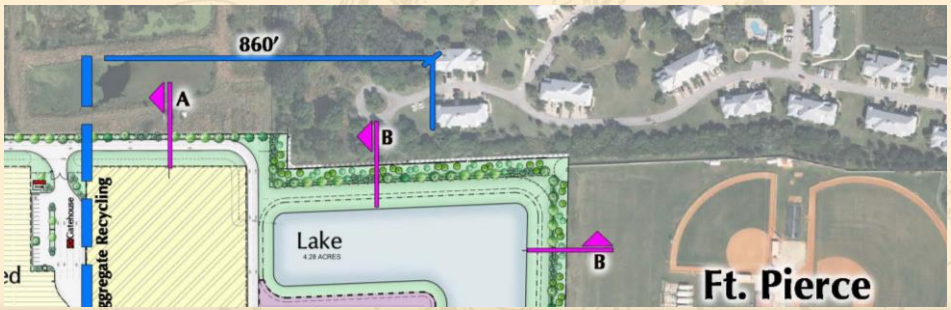
Visual Impact from Residential



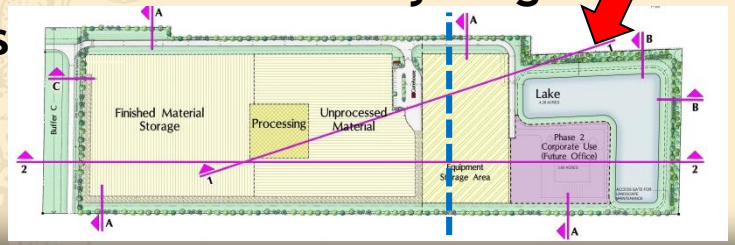


Visual Impact from Residential





860' min. setback from Residential Units to Recycling Limits

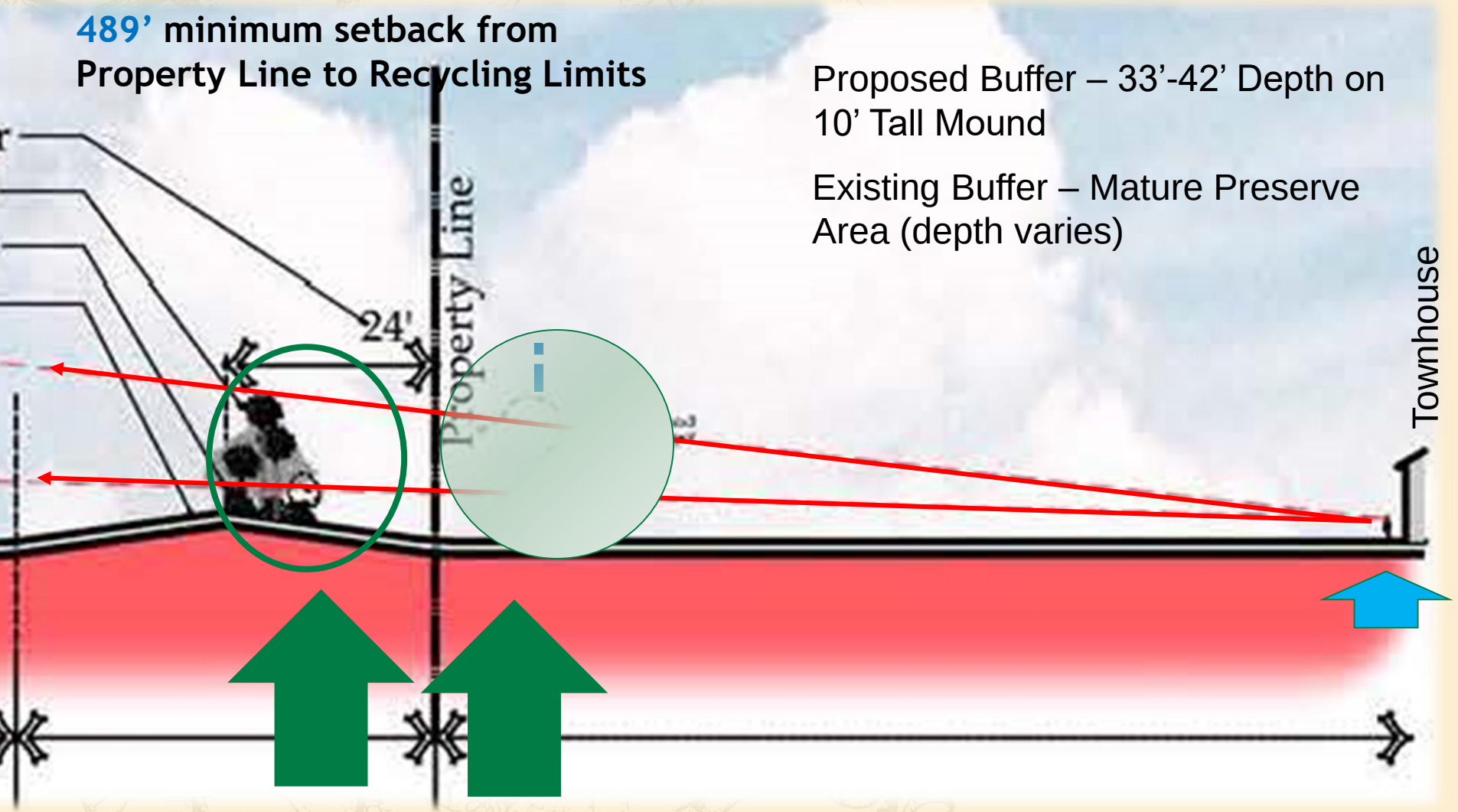


Visual Impact from Residential

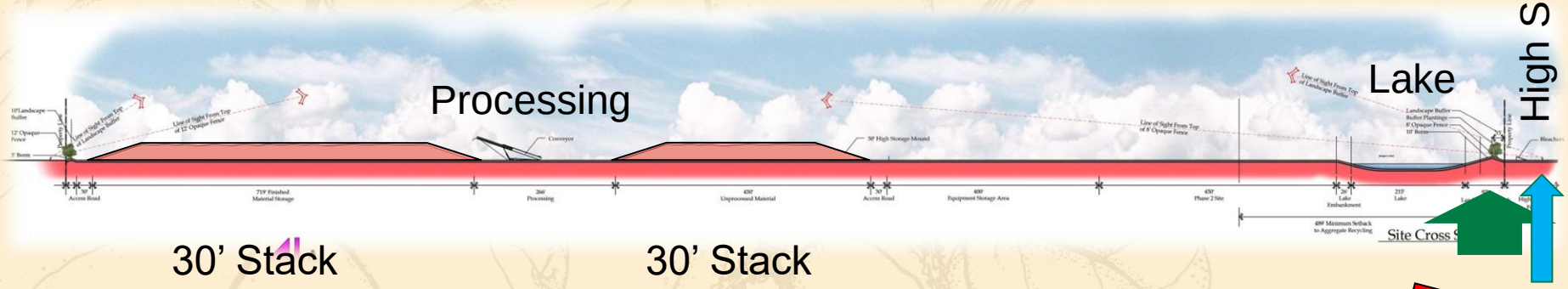
489’ minimum setback from Property Line to Recycling Limits

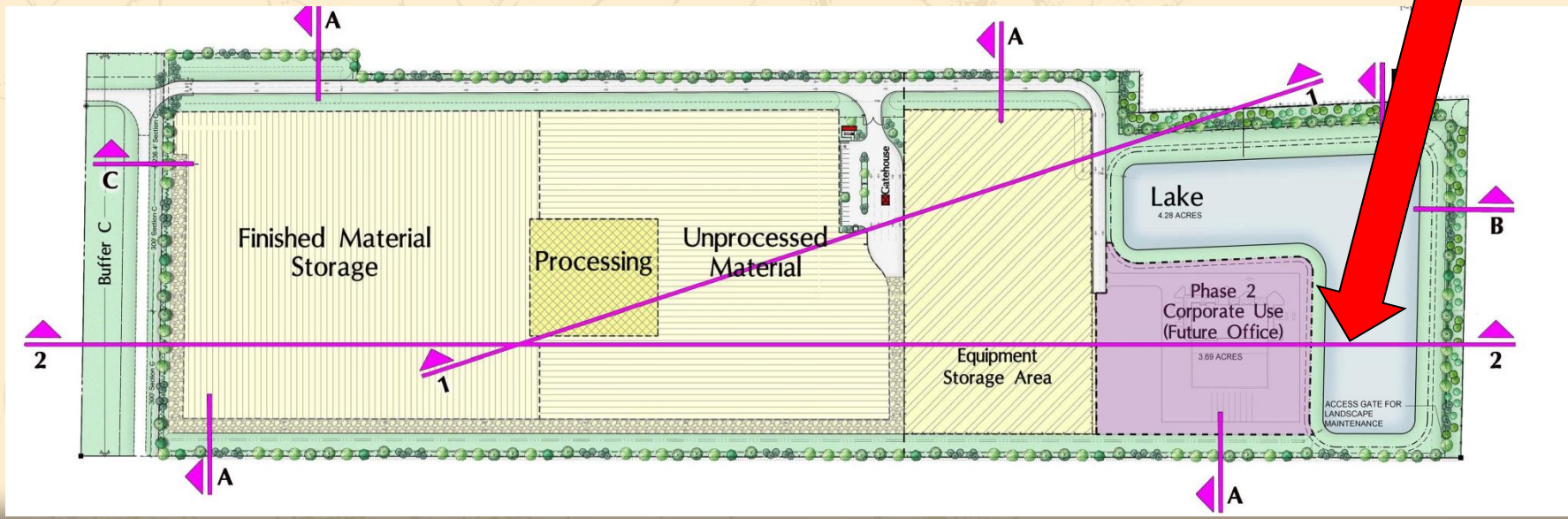
Proposed Buffer – 33’-42’ Depth on 10’ Tall Mound

Existing Buffer – Mature Preserve Area (depth varies)



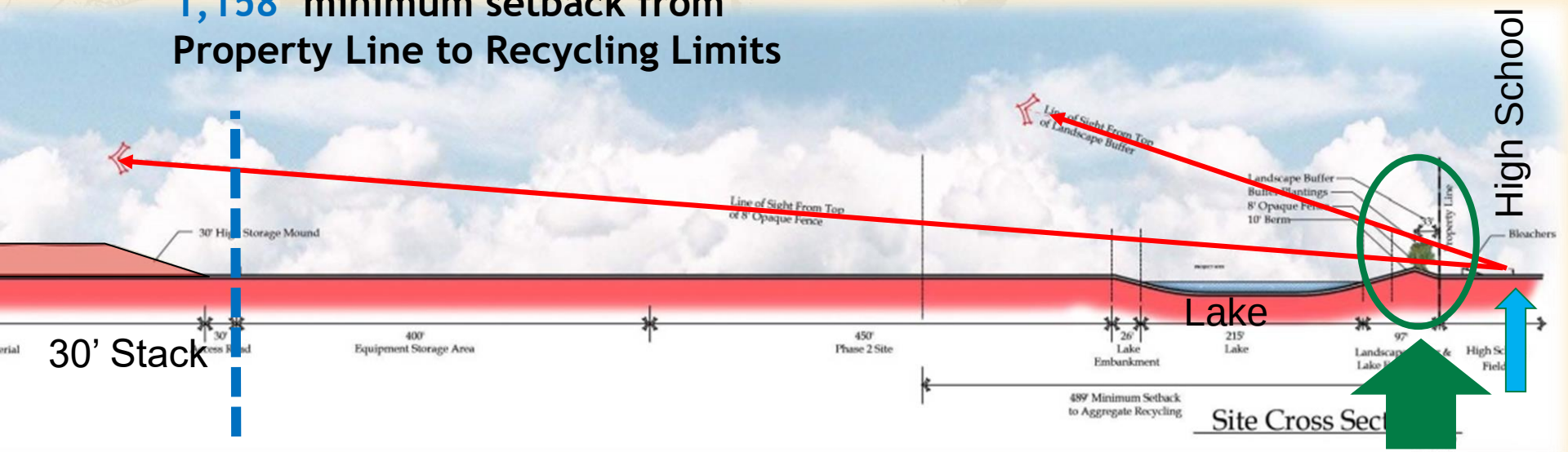
Visual Impact from School

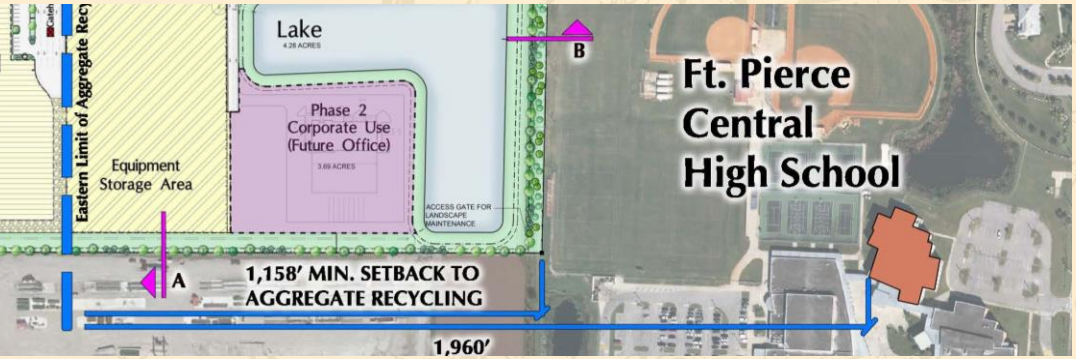




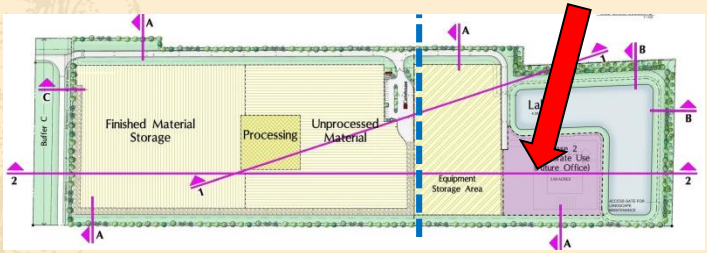
Visual Impact from School

1,158’ minimum setback from Property Line to Recycling Limits



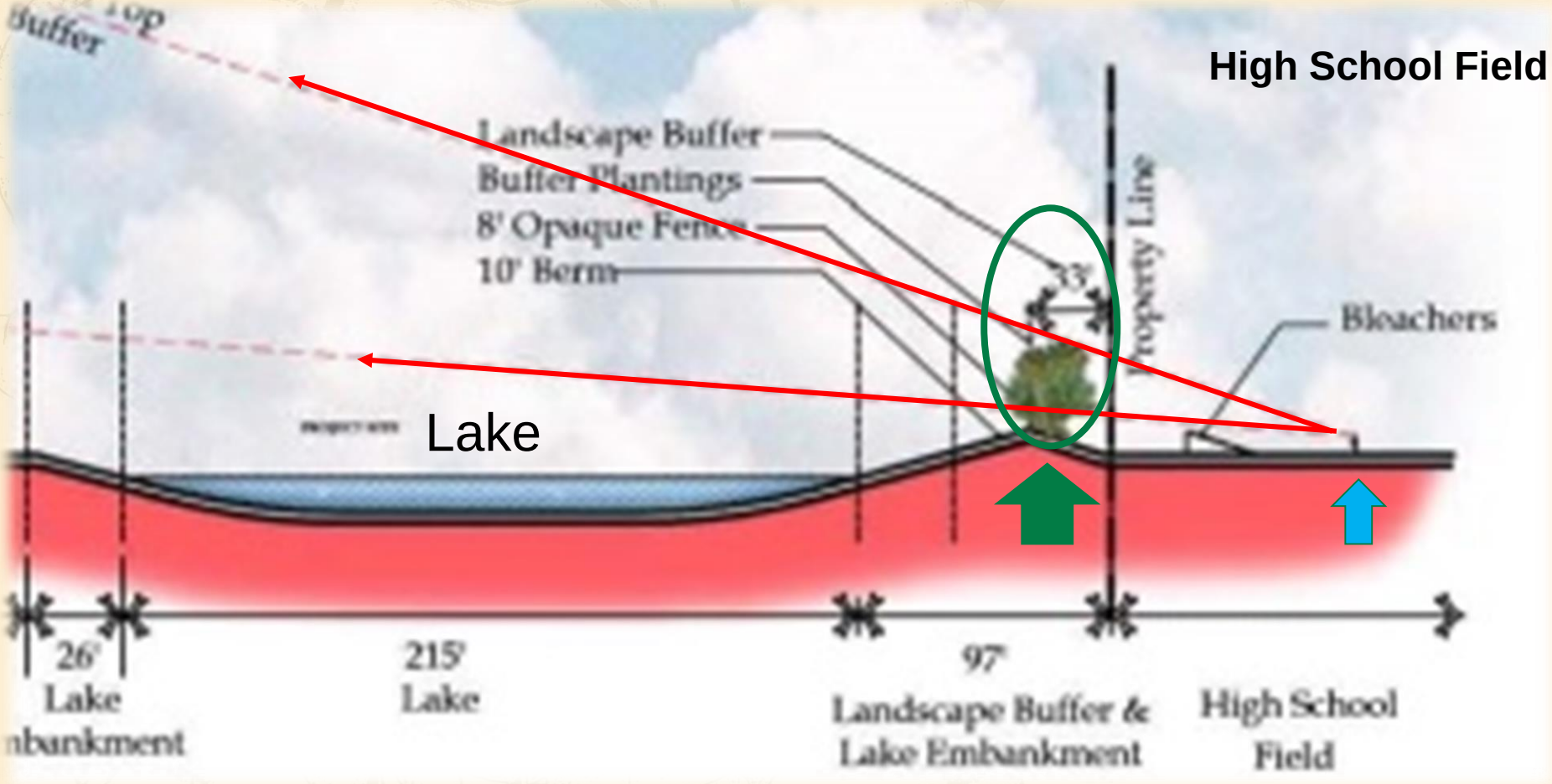


1,960’ min. setback from Classroom Windows to Recycling Limits

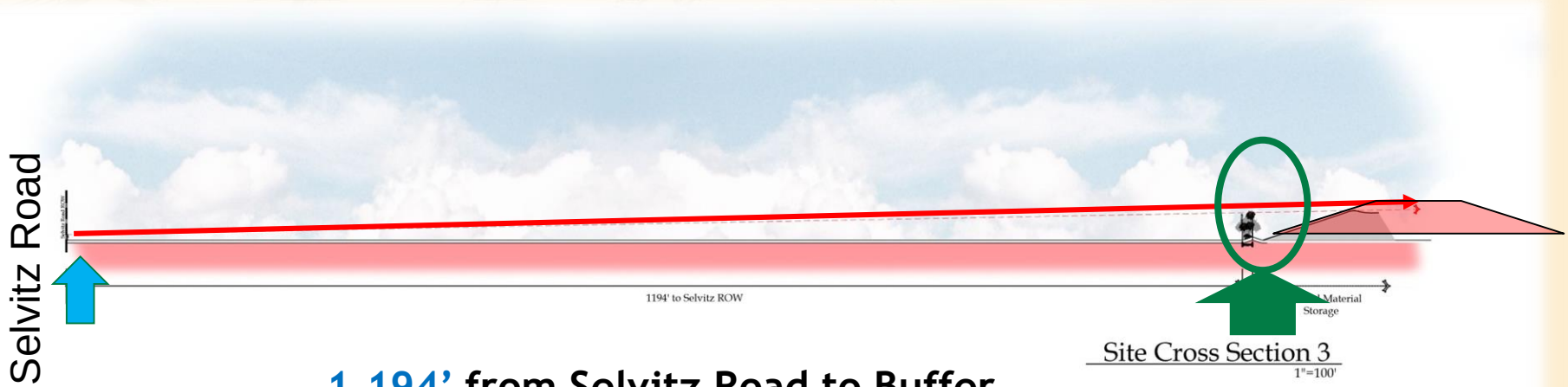


Visual Impact from School

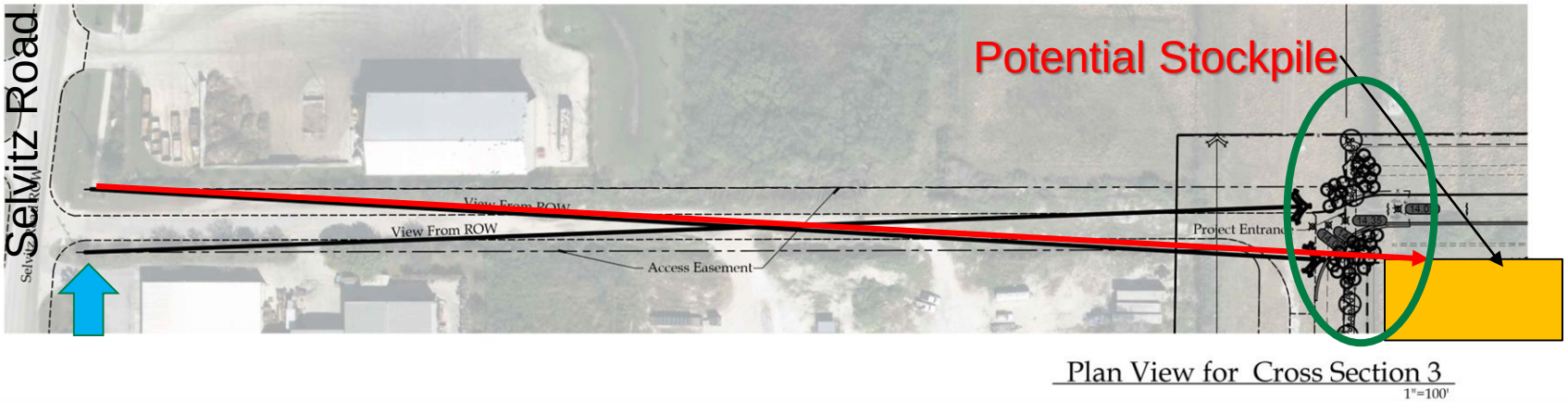
1,158' minimum setback from Property Line to Recycling Limits



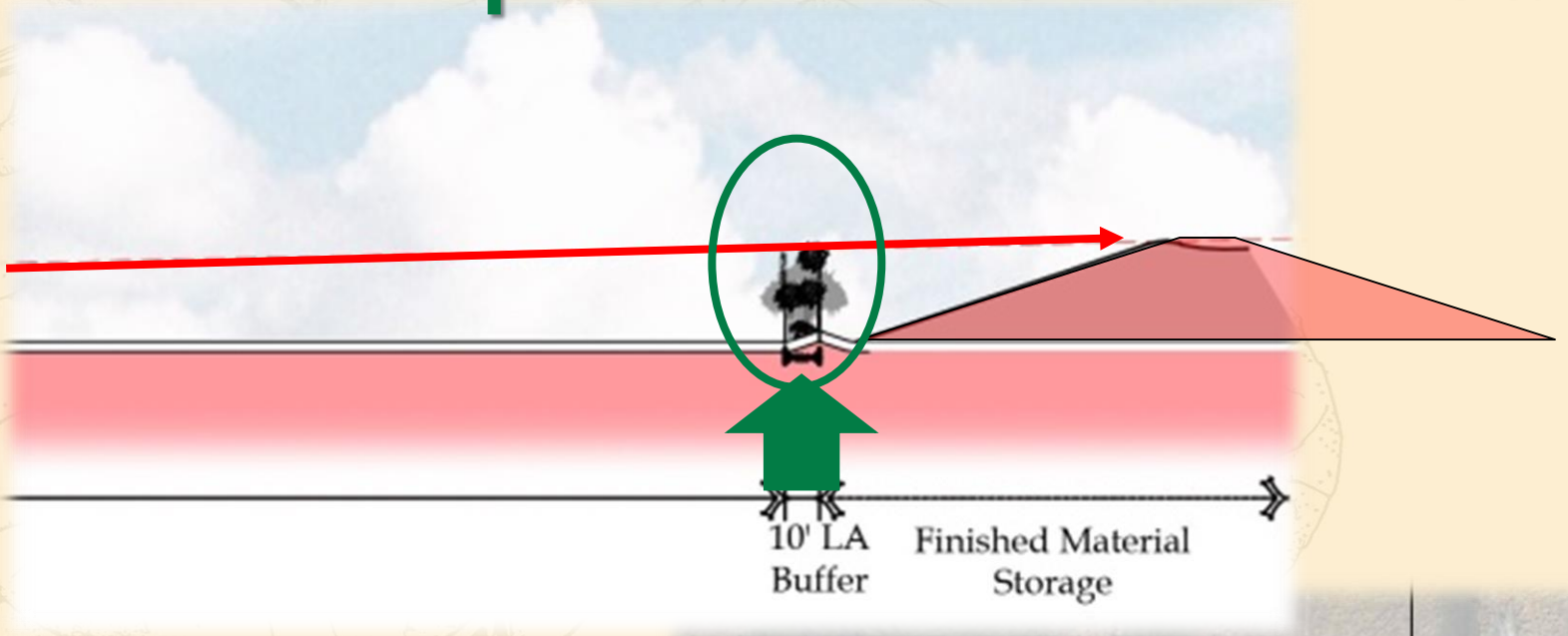
Visual Impact from Selvitz Road



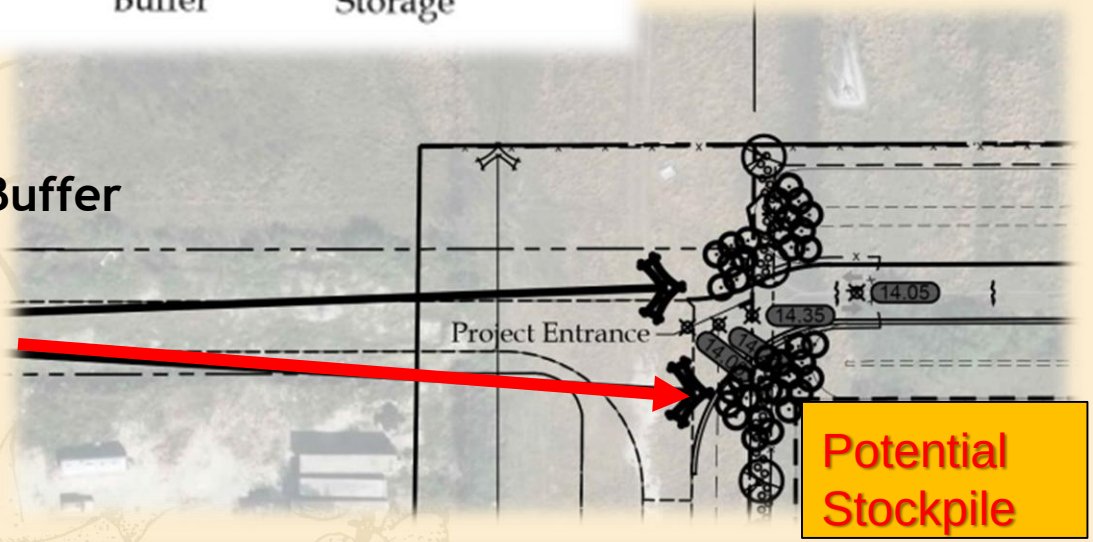
1,194' from Selvitz Road to Buffer



Visual Impact from Selvitz Road



1,194' from Selvitz Road to Buffer



Public Benefit

- Enhanced landscape buffers along the northeast adjacent to River Oaks at Ten Mile Creek Residential and Fort Pierce Central High School.
  - 10 foot tall Berm
  - 8 foot tall Screened Fence
  - 33 foot to 42 foot Landscape Buffer width
  - At maturity, 40-50 foot tall thick buffer

Public Benefit

- Recycling to meet the County's state targeted percentages (DEP Website)
- Not considered waste (source separated material)

Recycling

FDEP targeted 75% recycling by 2020

2018 Tonnages in St Lucie County (including Ft. Pierce):

- **Total waste stream – 2018** **534,059 tons**
- **Recycled percentage – 2018** **53%**
- **SHORTFALL for 2020 goal** **22% or 117 tons**

Recycling

FDEP targeted 75% recycling by 2020

Projected Volumes at DSE Holdings:

- **Initially –** **30,000 tons**
- **At Capacity –** **+100,000 tons**

DSE Holdings will help the County and the City with FDEP goal providing 100,000 of the 117,000 tons needed.

Public Concerns

- Dust
  - Monitored through DEP Air Permit
- Water quality
  - Material being recycled is concrete – a product that carries drinking water.
- Noise
  - There is little to no noise from the processing other than the truck back-up
  - The stacked material actually buffers noises

Conditions of Approval

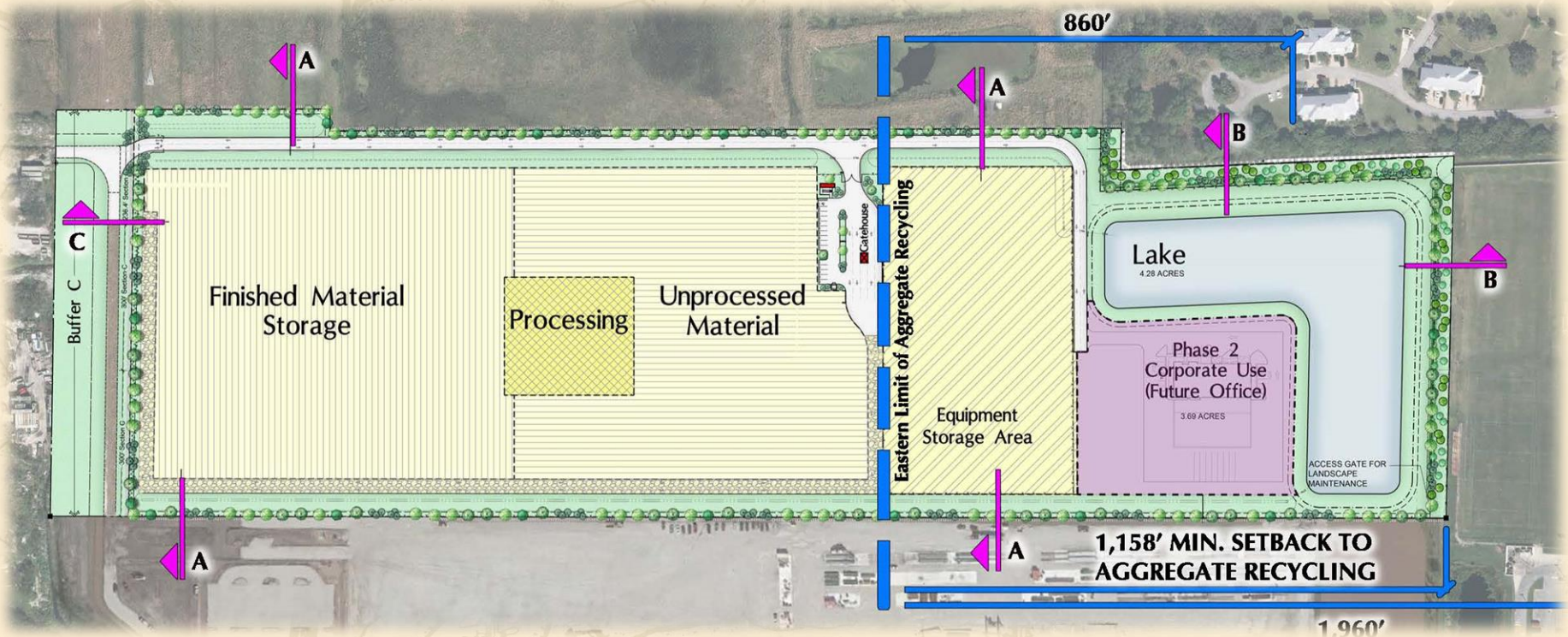
- Height of stacked material to 15’ (code)
  - Request 30’ as part of the PUD
    - obscured by buffers
    - Reduced useable space to accommodate upgraded buffers
    - Height of pile provides sound buffering
    - Email quote from Sanders at WPB site: *‘Sound of the crushing operation is not overbearing. From 40’ away you can have a normal conversation and hear the conversation.’*

Conditions of Approval

- Height of stacked material to 15’ (code)
  - Request 30’ as part of the PUD

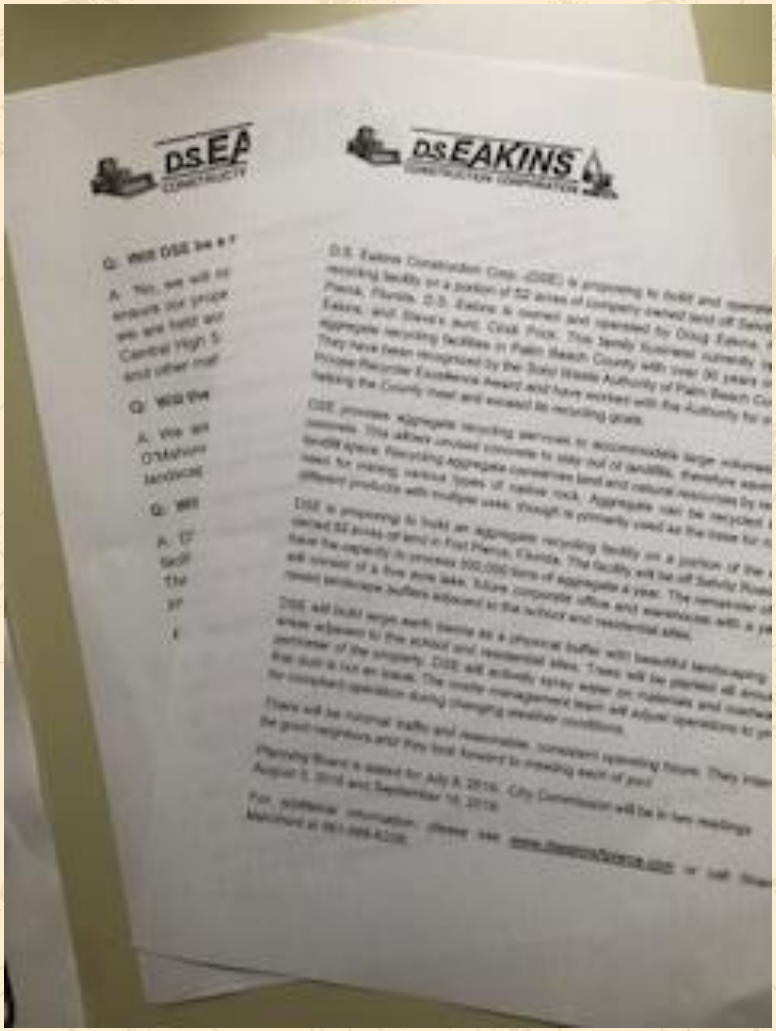
(5) Commercial & industrial buffers.

…..Outside storage of cargo containers shall be screened with site-obscuring fence or wall at least eight (8) feet in height or with a landscape strip at least ten (10) feet in width. The top of the highest stored or stacked cargo container may not exceed a height of thirty (30) feet


860'
A
A
B
C
Buffer C
Finished Material Storage
Processing
Unprocessed Material
Catehouse
Eastern Limit of Aggregate Recycling
Lake
4.28 ACRES
B
Phase 2 Corporate Use (Future Office)
3.69 ACRES
Equipment Storage Area
ACCESS GATE FOR LANDSCAPE MAINTENANCE
A
A
1,158' MIN. SETBACK TO AGGREGATE RECYCLING
1,960'

THANK YOU!

Project Door Hanger





Commission with the following conditions.

1. The height of staked materials shall not exceed 15 feet pursuant to City Code 22-67(e)(5).
2. At time of Building Permit submittal, a copy of the FDEP Air General Permit shall be forwarded to the City's Engineering Department.
3. The Phase 2 parking lot shall include appropriate curbing at landscaped islands, as per the requirements listed in Section 22-187(12)(d).
4. Before a Certificate of Occupancy is issued, a Landscape Bond shall be submitted for all proposed landscaping, pursuant to City Code 22-180.
5. No melting or burning of any materials shall take place on site.
6. The operations shall adhere to the submitted and approved truck route to and from the site. Any deviation from this approved truck route shall be subject to review and approval by the Planning Department.
7. The operation shall adhere to the noise Ordinance, as outlined in Sections 11-52 through 11-52.22.
8. The recycling, processing operation and storage of finished and unprocessed materials shall be located at least 547 feet from the east property line and as shown on the Fort Pierce Industrial Aggregate Recycling Facility for D.S. Eakins Planned Development Site Plan dated 5-31.2019.
9. The operator shall adhere to the D. S. Eakins Construction Corporation Dust Mitigation Plan for the Fr. Pierce Industrial Aggregate Recycling Facility, provided with the application submittal May 31, 2019. The operator shall maintain records of the actions taken to control dust in the plan. The Records will be that will be available to the City of Fort Pierce and the School Board of St. Lucie County.
10. Landscape on the East/Northeast buffers shall be properly maintained, and any dead or nonproductive plant material shall be replaced. It shall be provided with a permeant irrigation system. It shall be maintained to provide an effective noise, dust and visual barrier.
11. The work hour shall be 7 AM until 7 PM Monday thru Saturday.

CC: Comm. Dev.
B+Z
OMB
Finance
File

RESOLUTION 04-013

FILE NO.: RZ-03-031 & PUD-03-020

A RESOLUTION GRANTING A CHANGE IN ZONING FOR CERTAIN PROPERTY IN ST. LUCIE COUNTY, FLORIDA AND FOR PRELIMINARY AND FINAL DEVELOPMENT PLAN APPROVAL FOR A PROJECT KNOWN AS SHADOW OAKS @ 10-MILE CREEK.

WHEREAS, the Board of County Commissioners of St. Lucie County, Florida, based on the testimony and evidence, including but not limited to the staff report, has made the following determinations:

CHANGE IN ZONING

1. Robert Stiegele, Centerline Homes, presented a petition for a Change in Zoning from RS-2 (Residential, Single-family – 2 du/acre) to PUD (Planned Unit Development) for certain property in St. Lucie County, Florida, the purpose of which is to receive Preliminary and Final Planned Unit Development approval for an 84-unit townhouse development.

2. On January 15, 2004, the Planning and Zoning Commission held a public hearing on the petition of Robert Stiegele, Centerline Homes, after publishing a notice of such hearing in the Tribune and the Port St. Lucie News and notifying by mail all property owners within the 500 feet of the property boundaries.

3. On February 17, 2004, this Board held a public hearing on the petition of Robert Stiegele, Centerline Homes, after publishing a notice of such hearing in the Tribune and the Port St. Lucie News and notifying by mail all property owners within the 500 feet of the property boundaries.

4. The proposed zoning change is consistent with the St. Lucie County Comprehensive Plan and has satisfied the requirements of Section 11.06.03 of the St. Lucie County Land Development Code.

SITE PLAN

5. Robert Stiegele, Centerline Homes, presented a petition for a Preliminary and Final Planned Unit Development Plan for an 84-unit townhouse project known as **Shadow Oaks @ 10-Mile Creek.**

JUANNE HULMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2361463 OR BOOK 1912 PAGE 2342
Recorded:03/04/04 10:10

Pub Wks Dir. Co. Atty

6. On December 2, 2003, this Board approved Resolution 03-242 granting approval for a Shoreline Variance to allow development within the required 300-foot shoreline setback zone.

7. On January 15, 2004, the Planning and Zoning Commission held a public hearing on the petition of Robert Stiegele, Centerline Homes, after publishing a notice of such hearing in the Tribune and the Port St. Lucie News and notifying by mail all property owners within 500 feet of the property boundaries.

8. The petitioner, Robert Stiegele, Centerline Homes, is now seeking Preliminary and Final Planned Unit Development for an 84-unit townhouse project known as **Shadow Oaks @ 10-Mile Creek.**

9. On February 17, 2004, this Board held a public hearing on the petition of Robert Stiegele, Centerline Homes, for Preliminary and Final Planned Unit Development approval for **Shadow Oaks @ 10-Mile Creek** after publishing a notice of such hearing in the Tribune and notifying by mail all property owners within 500 feet of the subject property.

10. The Development Review Committee has reviewed the Preliminary and Final Planned Unit Development site plan for the proposed project and found it to meet all technical requirements and to be consistent with the future land use maps of the St. Lucie County Comprehensive Plan, subject to the conditions set forth in Part E of this Resolution.

11. The proposed project is consistent with the general purpose, goals, objectives and standards of the St. Lucie County Land Development Code, the St. Lucie County Comprehensive Plan, and the Code of Ordinances of St. Lucie County.

12. The proposed project will not have an undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, utility facilities or other matters affecting the public health, safety and general welfare.

13. All reasonable steps have been taken to minimize any adverse effect of the proposed project on the immediate vicinity through building design, site design, landscaping and screening.

14. The proposed project will be constructed, arranged and operated so as not to interfere with the development and use of neighboring property, in accordance with applicable district regulations.

15. The proposed project will be served by adequate public facilities and services.

16. The applicant has demonstrated that water supply; evacuation facilities and emergency access are satisfactory to provide adequate fire protection.

17. A Certificate of Capacity, a copy of which is attached to this Resolution, was granted by the Community Development Director on February 17, 2004.

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NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Lucie County, Florida:

CHANGE IN ZONING

A. The property on which the change in zoning from RS-2 (Residential, Single-family – 2 du/acre) to PUD (Planned Unit Development – Shadow Oaks) is being granted is described as follows:

A PARCEL OF LAND LYING IN PART OF SECTION 29 AND 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRINED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 32, RUN SOUTH 02°46'06" WEST ALONG THE SECTION LINE, 1458.58 FEET; THENCE RUN NORTH 87°13'54" WEST 25 FEET TO THE WEST RIGHT OF WAY LINE FOR HAWLEY ROAD FOR THE POINT OF BEGINNING; THENCE RUN NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, (SAID CURVE HAVING A CENTRAL ANGLE OF 90 DEGREES AND A RADIUS OF 266.55 FEET) A DISTANCE OF 418.70 FEET; THENCE RUN NORTH 02°46'06" EAST, 175.96 FEET; THENCE RUN NORTH 77°17'28" WEST, 537.78 FEET; THENCE RUN SOUTH 87°54'16" WEST, 1225.8 FEET; THENCE RUN NORTH 00°55'06" EAST, 1188 FEET TO THE TOP OF THE SOUTH BANK OF CANAL NO. 71; THENCE RUN SOUTHEASTERLY ALONG THE TOP OF THE BANK 2457 FEET TO THE WEST RIGHT OF WAY LINE FOR HAWLEY ROAD. THENCE RUN SOUTH 02°46'06" WEST ALONG SAID RIGHT OF WAY LINE 584 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION THEREOF CONVEYED TO ST. LUCIE COUNTY, FLORIDA BY DEEDS RECORDED IN OFFICAL RECORDS BOOK 734, PAGE 2463 AND OFFICIAL RECORDS BOOK 735, PAGE 1629 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
PARCEL 21

A STRIP OF LAND LYING IN THE NORTHEAST ¼ OF SECTION 32. TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NORTHEAST ¼; THENCE NORTH 89°55'42" WEST, ALONG THE SOUTH LINE OF SAID NORTHEAST ¼, A DISTANCE OF 25.02 FEET TO THE INTERSECTION OF SAID SOUTH LINE AND THE WEST RIGHT OF WAY LINE OF SOUTH 25TH STREET; THENCE NORTH 02°31'39" EAST, PARALLEL WITH THE EAST LINE OF SAID SECTION 32 AS SET FORTH BY STATE ROAD DEPARTMENT RIGHT OF WAY MAP, SECTION 94504-2605, A DISTANCE OF 1442.23 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE NORTH 02°31'39" EAST, ALONG SAID WEST RIGHT OF WAY LINE OF SOUTH 25TH STREET AND PARALLEL WITH SAID EAST LINE OF SECTION 32 AS SET FORTH BY S.R.D., A DISTANCE OF 584.00 FEET TO THE TOP OF BANK OF TEN MILE CREEK; THENCE NORTH 46°28'21" WEST, ALONG SAID TOP OF BANK, A DISTANCE OF 26.50 FEET TO A POINT ON A LINE 45.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SECTION 32 AS SET FORTH BY S.R.D.; THENCE SOUTH 02°31'39" WEST, ALONG SAID LINE 45.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 32 AS SET FORTH BY S.R.D., A DISTANCE OF 600.63 FEET TO THE INTERSECTION OF SAID LINE 45.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 32 AS SET FORTH BY S.R.D. AND A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 266.55 FEET, A CHORD DISTANCE OF 20.01 FEET AND A CHORD BEARING OF SOUTH 85°19'15" EAST; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL

OR BOOK 1912 PAGE 2344

ANGLE OF 04°18'11" SOUTHEASTERLY A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINS 42.07 ACRES MORE OR LESS.

Tax ID#: 2429-431-0060-000/5)

Location: West side of South 25th Street, directly across from Sweetwater Drive (southwest corner of 25th Street and the Ten Mile Creek)

Is hereby approved.

B. A copy of this Resolution shall be attached to the site plan drawings described in Part C, which plan shall be placed on file with the St. Lucie County Community Development Director.

SITE PLAN

C. Pursuant to Section 11.02.05(B) of the St. Lucie County Land Development Code, the Preliminary and Final Site Plan for the project to be known as **Shadow Oaks @ 10-Mile Creek**, be, and the same is hereby, approved as shown on the site plan drawings for the project prepared by Julian Bryan & Associates on June 25, 2003, last revised on November 20, 2003, and date stamped received by the St. Lucie County Community Development Director on November 25, 2003, subject to the following conditions:

1. **No other restricted use or encroachment into the 300-foot shoreline setback may be permitted, except as depicted on the site plan and approved under Resolution 03-1841, shoreline variance application, unless varied in accord with the applicable standards of the County's Land Development Code.**

2. **As part of the submission of any construction plans for any activity in the area of authorized encroachment, full and complete mitigation/restoration plans shall be required demonstrating compliance with all applicable County and State standards for the areas impacted by development activities.**

3. **Prior to issuance of the first building permit, the developer's shall dedicate to the county a minimum 50-foot strip of land along 10-Mile Creek the entire length of the northern property line, in a manner acceptable by the St. Lucie County.**

4. **Prior to issuance of a building permit for the first residential unit, the developer's, their successors and assigns, shall provide for the creation/establishment of a Conservation Easement over all areas of protected upland/wetland preservation areas as shown on the project site plan. This conservation easement shall be in favor of St. Lucie County. No alterations of land within these areas so designated may take place without the prior consent of the County and determination by the County that the proposed activity is not in violation of any provision of the County's**

OR BOOK 1912 PAGE 2345

Comprehensive Plan or development standard of the County's Land Development Code.

5. Prior to issuance of the first building permit for this site plan, the applicant shall be required to submit to the County a final tree mitigation plan that indicates the location of all trees preserved and relocated and details the number of inches of trees removed. If the mitigation credit does not exceed the tree mitigation criteria, the applicant will be required to provide a means for satisfying the remainder of the tree mitigation criteria.

6. Prior to the issuance of the first building permit for this site plan, the developers, their successors and assigns, shall provide St. Lucie County with a management plan for all areas of protected upland/wetland preservation areas as shown on the project site plan that are to be covered through the creation/establishment of a Conservation Easement over all areas.

7. The applicant shall be required to submit to St. Lucie County an annual monitoring report demonstrating compliance with the above conditions. The requirement for this report shall begin on the anniversary date of commencement of construction and shall continue on that date until two (2) years after the completion of the development.

8. Prior to the issuance of any Land Clearing Permits for the Shadow Oaks @ 10-Mile Creek Site, the developers shall clearly delineate all areas to be preserved and/or protected. Delineation shall be by either the placing of silt fencing, safety fencing or similar type of materials. Flagging shall not be used except to guide the installation of the fencing materials. All land clearing activities shall be in accordance to the specific conditions/standards outlined in the Land Clearing Permit.

9. Right and left turn lanes along South 25th Street shall be constructed at the primary project access driveways. All construction shall be in manner and form acceptable to the Florida department of Transportation and St. Lucie County. These turn lanes shall be constructed as part of the primary driveway connection onto South 25th Street. At the option of the County, these specific improvements may be waived and the developer's only responsibility is to pay funds equating to the cost to provide these improvements if it is determined that it is more effective to have them constructed as part of the planned widening of South 25th Street.

10. The developer shall as part of the construction of this development provide for the construction of a weather shelter, or other similar structure at the main project entrance with South 25th Street for the purpose of providing for a central pick-up and drop off location for any school bus stops/demand response transit or other like transit activity that may be caused by the development of this property.

D. The property on which this site plan approval is being granted is described in Part A.

OR BOOK 1912 PAGE 2346

E. The approvals and authorizations granted by this Resolution for the purpose of obtaining building permits on this property, shall expire on February 17, 2006, unless the developer has obtained a building permit approval for the site plan described in Part C or an extension has been granted in accordance with Section 11.06.06(B)(3), St. Lucie County Land Development Code.

F. The Final Planned Unit Development Site Plan/General Site Plan approval granted under this Resolution is specifically conditioned to the requirement that the petitioner, Robert Stiegele, Centerline Homes, including any successors in interest, shall obtain all necessary development permits and construction authorizations form the appropriate State and Federal regulatory authorities, including but not limited to; the United Stated Army Corp of Engineers, the Florida Department of Environmental Protection, and the South Florida Water Management District, prior to the issuance of any local building permits of authorizations to commence development activities on the property described in Part A.

G. The conditions set forth in Part C are an integral nonseverable part of the site plan approval granted by this Resolution. If any condition set forth in Section C is determined to be invalid or unenforceable for any reason and the developer declines to comply voluntarily with that condition, the site plan approval granted by this resolution shall become null and void.

H. A copy of this Resolution shall be attached to the site plan drawings described in Part C, which plan shall be placed on file with the St. Lucie County Community Development Director.

After motion and second, the vote on this resolution was as follows:

Chairman Paula Lewis	AYE
Vice-Chairman John Bruhn	AYE
Commissioner Cliff Barnes	AYE
Commissioner Frannie Hutchinson	AYE
Commissioner Doug Coward	AYE

PASSED AND DULY ADOPTED this 17TH day of February 2004.

OR BOOK 1912 PAGE 2347

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY _____
Chairman

ATTEST

_____
Deputy Clerk

APPROVED AS TO FORM
AND CORRECTNESS

_____
County Attorney

Cs
H:\projects\Shadow Oaks\BCC\Agenda\Resolution04013.doc

OR BOOK 1912 PAGE 2348

St Lucie County
Certificate of Capacity

Date 2/24/2004 Certificate No. 1481

This document certifies that concurrency will be met and that adequate public facility capacity exists to maintain the standards for levels of service as adopted in the St Lucie County Comprehensive Plan for:

1. Type of development Preliminary and Final PUD

Number of units 84 **Number of square feet**

2. Property legal description & Tax ID no.

2429-431-0060-000/5

SW Corner of S 25th St and 10-Mile Creek

Shadow Oaks @ 10-Mile Creek

3. Approval: Building **Resolution No.** 04-013 **Letter**

4. Subject to the following conditions for concurrency:

Construction of an 84-unit townhouse community

Owner's name

Centerline Homes @ Ten Mile Creek, LLC

Address

12534 Wiles Road

Coral Springs FL 33076

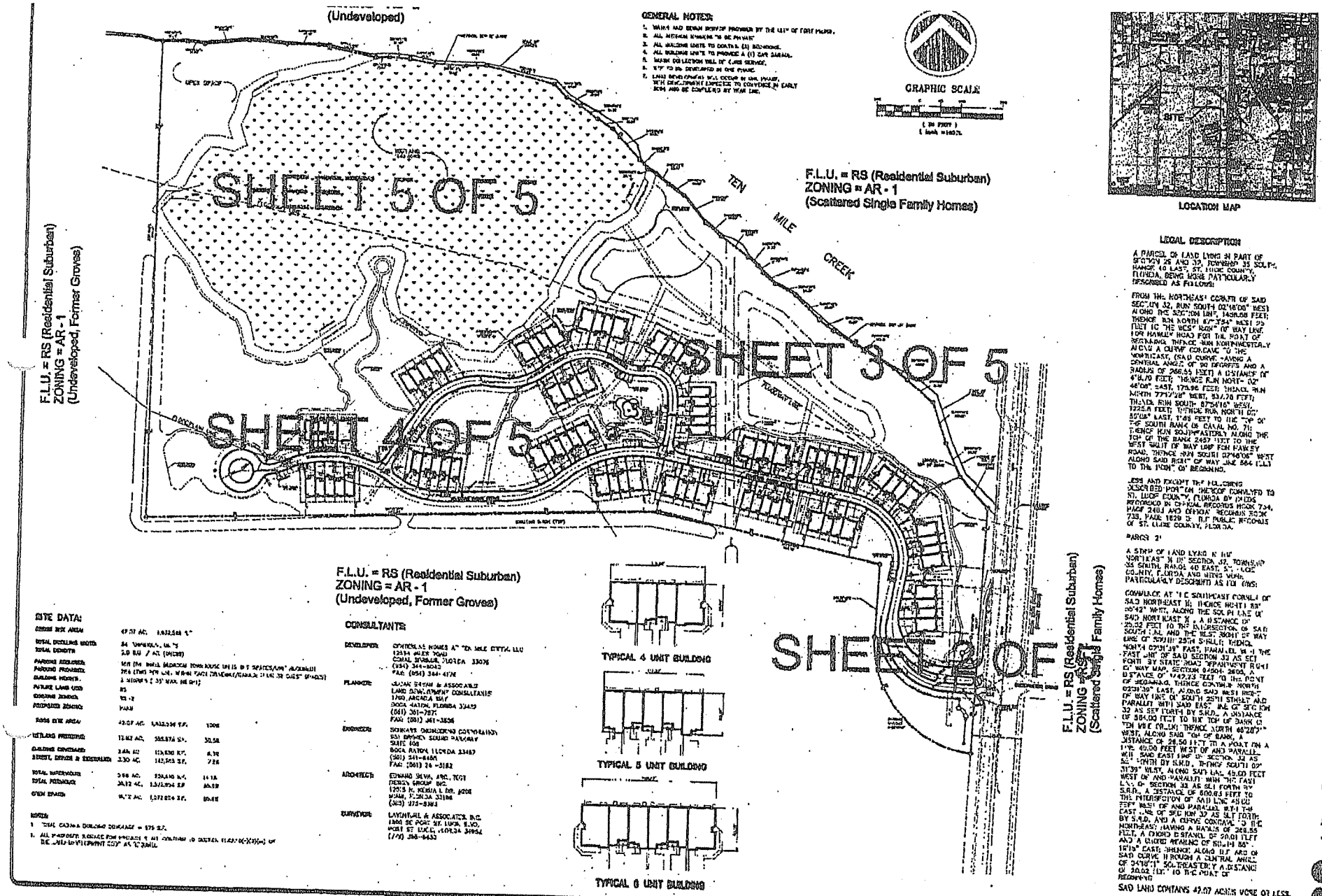
6. Certificate Expiration Date 2/17/2006

This Certificate of Capacity is transferable only to subsequent owners of the same parcel, and is subject to the same terms, conditions and expiration date listed herein. The expiration date can be extended only under the same terms and conditions as the underlying development orderIssued with this certificate, or for subsequent development order(s) issued for the same property, use and size as described herein.

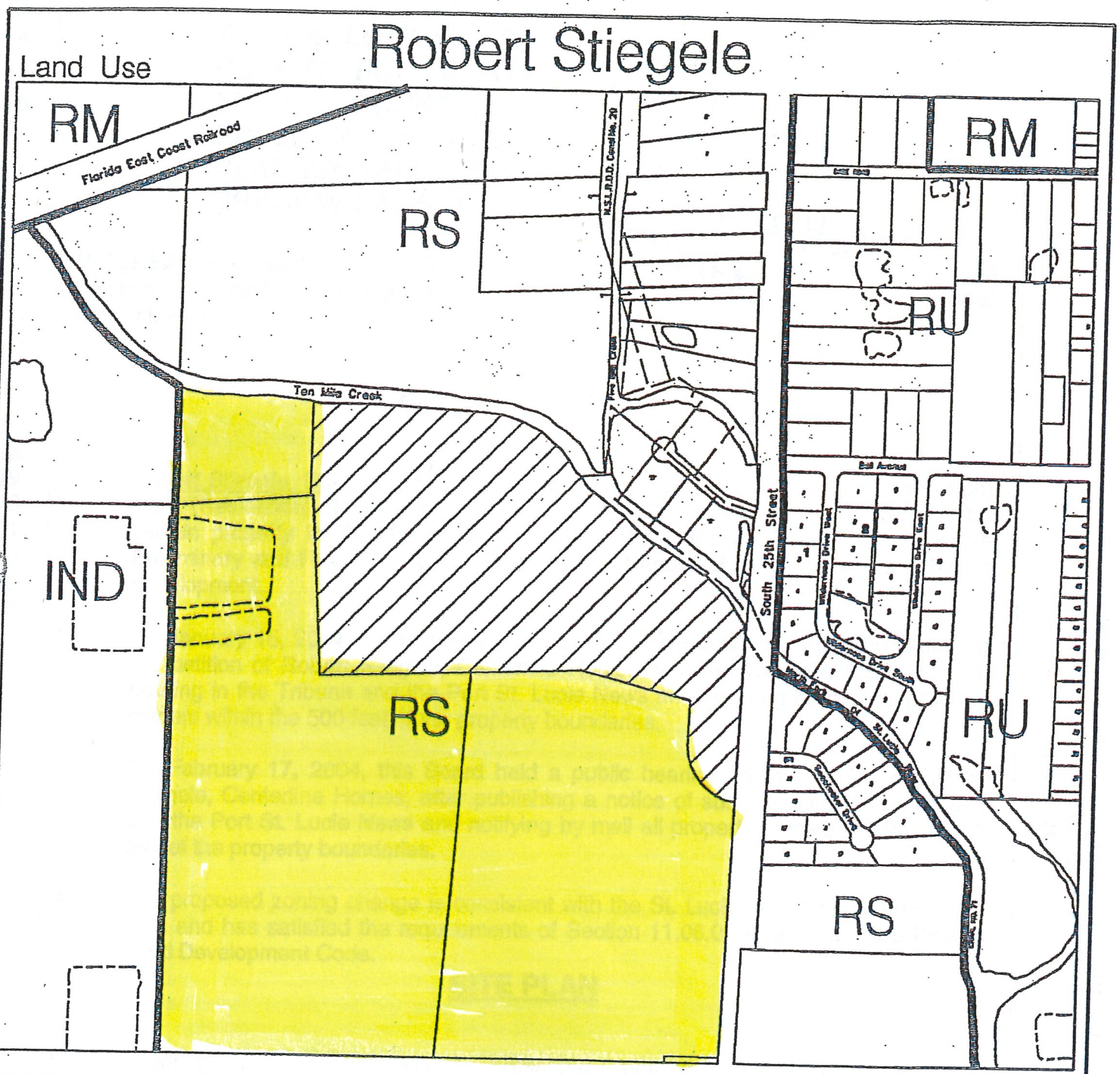
Signed _____ **Date: 2/24/2004**

Community Development Director
St Lucie County, Florida

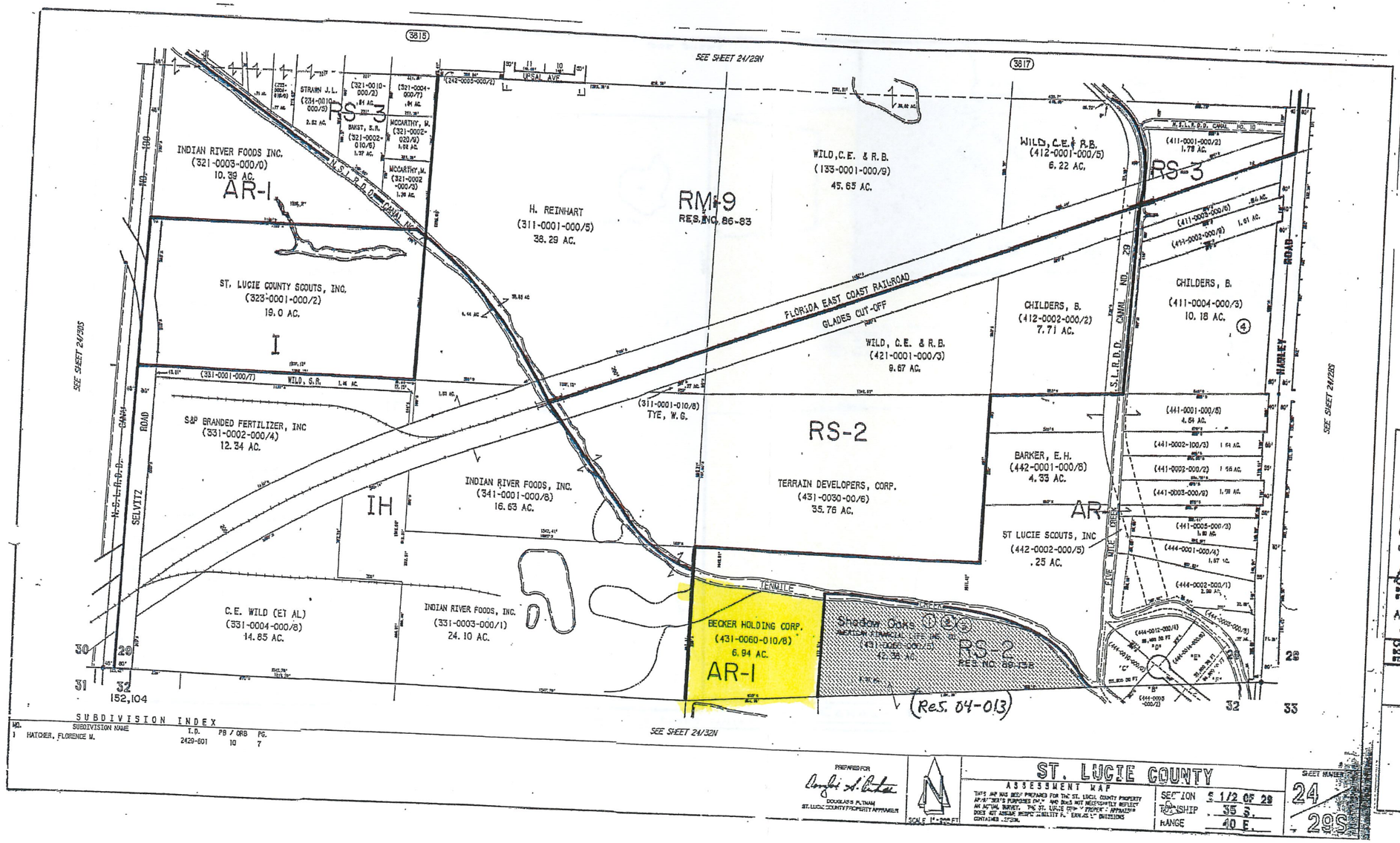
OR BOOK 1912 PAGE 2349



OR BOOK 1912 PAGE 2350


Robert Stiegele
Land Use
RM
Florida East Coast Railroad
RS
N.S.L.R.D.D. Canal No. 20
Ten Mile Creek
IND
RS
RM
RU
South 25th Street
Bell Avenue
Wilderness Drive West
Wilderness Drive East
Glenmeadow Drive
RU
RS
RZ 03-031 & PUD 03-020
This pattern indicates subject parcel
St. Lucie County GIS
Map prepared December 29, 2003
This map has been compiled for general planning and reference purposes only. While every effort has been made to provide the most current and accurate information possible, it is not intended for use as a legally binding document.
N

REV. NO.	RES. NO.	CLASSIFICATION CHANGE	
(1)	95-089	MAJOR SITE PLAN APPROVAL	SP-94-038 SLR-95-001
(2)	97-028	S.P. EXTENSION	EXPIRES 4/18/98
(3)	98-020	S.P. EXTENSION	EXPIRES 4/18/98
(4)	CD-01-002	MINOR SITE PLAN APPROVAL	EXP. 2/9/03 CHILDERS SUBDIVISION



SUBDIVISION INDEX

NO.	SUBDIVISION NAME	I.D.	PB / ORB	PG.
1	HATCHER, FLORENCE M.	2429-601	10	7

PREPARED FOR
Douglas A. Putnam
DOUGLAS S. PUTNAM
ST. LUCIE COUNTY PROPERTY APPRAISER

SCALE 1" = 200 FT

ST. LUCIE COUNTY
ASSESSMENT MAP

THIS MAP HAS BEEN PREPARED FOR THE ST. LUCIE COUNTY PROPERTY APPRAISER'S PURPOSES ONLY AND DOES NOT NECESSARILY REFLECT AN ACTUAL SURVEY. THE ST. LUCIE COUNTY PROPERTY APPRAISER DOES NOT ASSUME RESPONSIBILITY FOR ANY LEGAL DESCRIPTIONS CONTAINED HEREON.

SECTION S 1/2 OF 29
TOWNSHIP 35 S.
RANGE 40 E.

SHEET NUMBER 24
29S

THIS IS TO CERTIFY that this is page no. 24/29S of the OFFICIAL ZONING ATLAS referred to in Section 1.06.01, of the St. Lucie County Land Development Code, amended this 11th day of April, 1991.

CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

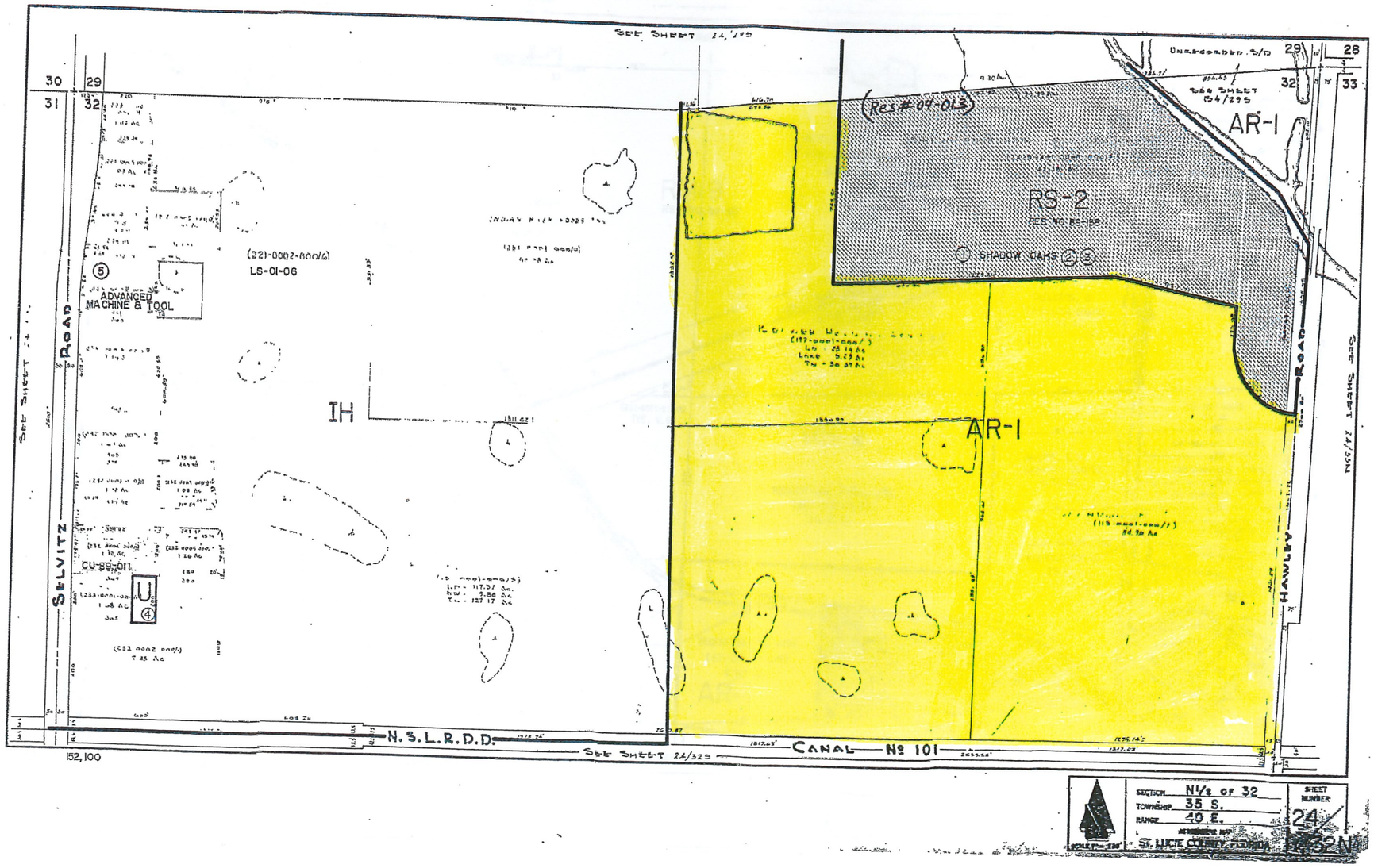
ATTEST:

CLERK OF
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

OFFICIAL ZONING MAP

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS FLORIDA

REV NO	RES NO	CLASSIFICATION CHANGE	
(1)	95-099	MAJOR SITE PLAN APPROVAL	SP-94-038 SLR-95-001
(2)	97-028	S.P. EXTENSION	EXPIRES 4/18/98
(3)	98-020	S.P. EXTENSION	EXPIRES 4/18/99
(4)	98-145	IH to U	RZ-98-012
(5)	01-137	MAJOR SITE PLAN APPROVAL	MNSP-01-009 EXP. 11/6/03



THIS IS TO CERTIFY that the attached is the OFFICIAL ZONING MAP referred to in Section 1.05.01 of the St. Lucie County Land Development Code and was adopted this 16th day of April, 1991

CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

ATTEST

CLERK
BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

OFFICIAL ZONING MAP

ST. LUCIE COUNTY FLORIDA

SECTION N1/2 of 32
TOWNSHIP 35 S.
RANGE 40 E.
ST. LUCIE COUNTY, FLORIDA

SHEET NUMBER 24/32N

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2527720 12/30/2004 at 08:58 AM
OR BOOK 2125 PAGE 2184 - 2188 Doc Type: ORDN
RECORDING: $44.00

ORDINANCE NO. K-310

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **SEVEN PARCELS OF LAND GENERALLY LOCATED BETWEEN SELVITZ ROAD AND 25TH STREET, NORTH OF NSLWCD CANAL # 101;** DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS JANUARY 1, 2005; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ZONING SAID LAND; ESTABLISHING THE FUTURE LAND USE DESIGNATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, be and they are hereby extended to annex to the said City seven parcels of land generally located between Selvitz Road and 25th Street, north of NSLWCD Canal #101; legally described as:

PARCEL 1 - 32 35 40 FROM NW COR OF SEC RUN N 89 51 05 E ALG N LI OF SEC 343.68 FT AND POB, TH CONT N 89 51 05 E ALG N LI 604.07 FT, TH S 00 49 04 W 460.07 FT, TH N 89 51 05 E 170.02 FT, TH S 00 49 04 W 968.05 FT, TH N 89 58 19 W 193.42FT TO CURVE CONCAVE SE, R OF 137.50 FT, TH SW LY ALG ARC 77.30 FT, TH S 57 49 02 W 116.83 FT TO CURVE CONCAVE SE, R OF 137.50 FT, TH SW LY AND SLY ALG ARC 136.79 FT, TH S 00 49 02 W 22.41 FT TO CURVE CONCAVE W, R OF 87.50 FT, TH SW LY ALG ARC 28.23 FT TO CURVE CONCAVE NW, R OF 87.50 FT, TH SW LY ALG ARC 108.01 FT, TH N 89 58 19 W 156.25 FT, TH N 00 04 06 E 200.96 FT, TH S 89 56 24 W 12 FT, TH N 00 04 06 E 601.60 FT, TH S 89 51 05 W 28 FT, TH N 00 04 06E 235 FT, TH S 89 51 05 W 322.76 FT TO A PT ON ELY R/W LI OF SELVITZ RD TO CURVE CONCAVE E, R OF 1859.86 FT, TH NE LY ALG ARC 19.24 FT, TH N 07 13 18 E 41.25 FT, TH N 89 51 05 E 578.33 FT, TH N 00 04 06 E 235.93 FT, TH S 89 51 05 W 304.33 FT, TH N 00 04 06 E 398.93 FT TO POB (21.98 AC) (OR 1252-1370)(PROPERTY I.D. 2432-221-0002-000-6) - ADDRESS TO BE

19 W // WITH S LI OF NW 1/4 280 FT, TH N 00 04 06 E 200 FT, TH N 89 68 19 W 374.97 FT TO E R/W LI OF SELVITZ RD, TH N 00 04 23 E ALG E R/W LI 75 FT, THS 89 68 19 E 531.27 FT TO CURVE CONC NW, R OF 87.5 FT, TH ELY, NE LY AND N LY ALG ARC 136.24 FT, TH N 00 49 02 E 22.41 FT TO CURVE CONC SE, R OF 137.50 FT, TH NE LY ALG ARC 159.19 FT, TH N 57 49 02 E 116.83 FT TO CURVE CONC S, R OF 137.50 FT, TH NE LY AND ELY ALG ARC 77.30 FT, TH S 89 58 19 E 193.42 FT TO W LI OF E 230 FT TO SW 1/4OF NW 1/4 OF SEC, TH N 00 49 04 E ALG W LI 967.72 FT, TH W LY 170 FT, TH N LY 460 FT TO N LI OF SEC, TH ELY ALG N LI OF SEC 400 FT TO NW COR OF NE 1/4 OF NW 1/4, TH S 00 49 04 W ALG W LI OF E 1/2 OF NW 1/4 2284.77 FT TO N LI OF NSLWCD CANAL #101, TH N 89 58 19 W ALG N LI 608.68 FT TO POB (177.14 AC)(OR 1814-1541)(PROPERTY I.D. 2432-122-0001-000-5) - ADDRESS TO BE DETERMINED

PARCEL 3 - 29 35 40 THAT PART OF SE 1/4 OF SW 1/4 LYG SE OF S R/W LI OF FEC RR AND SW OF TEN MILE CREEK (NSLWMD CANAL #71) AND BEG AT INT OF W LI OF SE 1/4 OF SW 1/4 AND S R/W LI OF FEC RR RUN S ON 1/4 1/4 SEC LI TO PT 222.51 FT S OF N LI OF S 1/2 OF SE 1/4 OF SW 1/4, TH RUN W 300 FT, TH N // TO 1/4 1/4 SEC LI TO INT WITH S R/W FEC RR R/W TO POB AND THAT PART OF SE 1/4 LYG SLY OF 10 MILE CREEK (NSLWMD CANAL #71)-LESS AS IN OR 328-1222- (39.71 AC) (OR 1814-1541 ERRONEOUS LGAL)(PROPERTY I.D. 2429-331-0003-000-1)- 3798 SELVITZ ROAD

PARCEL 4 - 29/32 35 40 FROM NE COR SEC 32 RUN S 02 DEG 46 MIN 06 SEC W ALGE SEC LI 1458.58 FT, TH N 87 DEG 13 MIN 54 SEC W 25 FT TO W R/W HAWLEY RD AND POB, TH NW LY ALG CURVE CONC NE LY, R 266.55 FT AND CA90 DEG, 418.70 FT, TH N 02 DEG 46 MIN 06 SEC E 175.96 FT, TH N 77 DEG 17 MIN 28 SEC W 537.78 FT, THS 87 DEG 54 MIN 16 SEC W 1225.80FT, TH N 00 DEG 55 MIN 06 SEC E 1188 FT TO S LI CANAL 71, TH MEANDER SE LY ALG SD S LI 2457 FT TO W R/W HAWLEY RD, TH S 02 DEG 46 MIN 06 SEC W ALG SD R/W 584 FT TO POB-LESS E 20 FT (42.38 AC)(OR 2015-988)(PROPERTY I.D. 2429-431-0060-000-5)
- ADDRESS TO BE DETERMINED

PARCEL 5 -29 35 40 THAT PART OF SW 1/4 OF SE

PARCEL 6 -29 35 40 THAT PART OF NW 1/4 OF SE 1/4 LYG S AND E OF FEC LAKE HARBOR BRANCH R/W (37) (9.67 AC)(OR 1207-2717, 2718)(PROPERTY I.D. 2429-421-0001-000-3) - ADDRESS TO BE DETERMINED

PARCEL 7 - 29 35 40 S 1/2 OF SW 1/4 OF NE 1/4-LESS CANAL R/W AND N 60 FT OF E 1/2 OF S 1/2 OF SE 1/4 OF NW 1/4 AND N 21.2 FT OF S 700 FT OF E1/2 OF E 1/2 OF SE 1/4 OF NW 1/4AND THAT PART OF NW 1/4 OF SE 1/4 LYG N AND W OF FEC RR CUTOFF (46.68 AC)(OR 1207-2717, 2718)(PROPERTY I.D. 2429-133-0001-000-9) - 3300 LEWIS STREET

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Section 1 hereof as of January 1, 2005 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That the City Clerk shall cause notice of this annexation to be published once each week for two consecutive weeks prior to final passage in The Tribune in Fort Pierce, Florida.

SECTION 4. That upon this ordinance becoming effective, the land hereinabove described and annexed to the territorial limits of the City of Fort Pierce shall be and the same are zoned: Parcels 1-3 - I-1, Light Industrial Zone, and the Future Land Use Designation is I, Industrial Land Use; Parcels 4-6 - R-1, Single Family Residential Zone, and the Future Land Use Designation is RL, Low Density Residential Land Use; and Parcel 7 - R-4 Medium Density

STATE OF FLORIDA) ss
ST. LUCIE COUNTY)

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. K-308 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in The Tribune in Fort Pierce, Florida, on November 8, 2004, and on November 15, 20004; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on December 6, 2004; and was duly introduced, read by title only, and passed on second and final reading on December 20, 2004, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 21th day of December 2004.

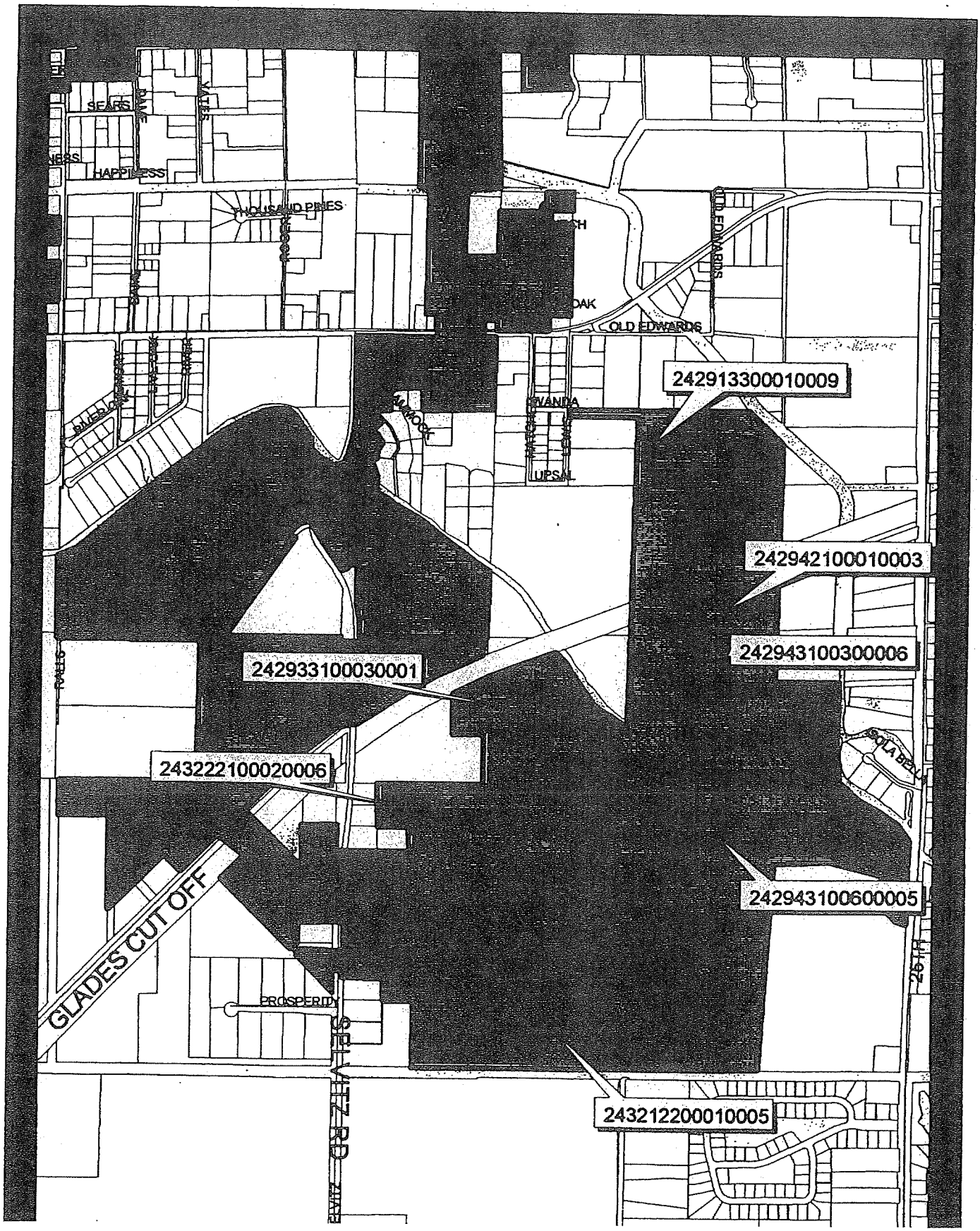
MAYOR COMMISSIONER

CITY CLERK

(CITY SEAL)

[illegible] 6432-221-0002-000-6) - ADDRESS TO BE

ATTACHMENT TO ORDINANCE NO. K-310



Memorandum

TO: City of Fort Pierce Planning Board

Thru: Director of Planning

From: City Planner T.L.

Subject: Annexations

Date: May 11, 2004

As a result of the City's Annexation Study, the following property is identified as having a Fort Pierce Utilities Agreement and contiguous municipal boundaries of Fort Pierce. The following figures represent the value of the property.

Land Value: $1,101,900

Assessed Value: $1,101,900

Exemption Value: $0

Taxable Value: $1,101,900

Location: 32 35 40 THAT PART OF SEC MPDAF: BEG NW COR OF NE 1/4 RUN N85 47 50 E ALG SEC LI 694.56 FT, TH S 01 09 02 W 765.50 FT, TH N 88 07 52 E 682.40 FT, TH S 01 49 35 W 594.97 FT, TH S 88 03 45 W 1350.99 FT, TH N 00 25 20 E 1332.57 FT TO POB AND SE 1/4 OF NW1/4 AND SW 1/4 OF NE 1/4 AND NE 1/4 OF NW 1/4 AND FROM SW COR OF NW 1/4 OF SEC 32 RUN S 89 58 19 E ALG S LI OF NW 1/4 OF SEC 705 FT, TH N 00 04 06 E 53.50 FT TO NR/W LI OF NSLWCD CANAL #101 AND POB, TH CONT N 00 04 06 E 600 FT, TH N 89 58 19 W // WITH S LI OF NW 1/4 280 FT, TH N 00 04 06 E200 FT, TH N 89 68 19 W 374.97 FTTO E R/W LI OF SELVITZ RD, TH N 00 04 23 E ALG E R/W LI 75 FT, THS 89 68 19 E 531.27 FT TO CURVE CONC NW, R OF 87.5 FT, TH ELY, NELYAND NLY ALG ARC 136.24 FT, TH N 00 49 02 E 22.41 FT TO CURVE CONC SE, R OF 137.50 FT, TH NELY ALG ARC 159.19 FT, TH N 57 49 02 E 116.83 FT TO CURVE CONC S, R OF 137.50 FT, TH NELY AND ELY ALG ARC 77.30 FT, TH S 89 58 19 E 193.42 FT TO W LI OF E 230 FT TO SW 1/4OF NW 1/4 OF SEC, TH N 00 49 04 EALG W LI 967.72 FT, TH WLY 170 FT, TH NLY 460 FT TO N LI OF SEC, TH ELY ALG N LI OF SEC 400 FT TO NW COR OF NE 1/4 OF NW 1/4, TH S 00 49 04 W ALG W LI OF E 1/2 OF NW 1/4 2284.77 FT TO N LI OF NSLWCD CANAL #101, TH N 89 58 19 W ALG N LI 608.68 FT TO POB (177.14 AC)

Existing Zoning:	IH, Industrial Heavy, and AR-1, Agricultural-1 Unit
Future Land Use:	IND, Industrial, and RS, Residential Suburban
City Zoning:	I-1, Light Industrial
Future Land Use:	I, Industrial
Tax I.D.:	2432-122-0001-000-5
Owner:	Cargill Juice N America INC.

Recommendation: Staff recommends **Approval** of the annexation of this property.

PROPERTY RECORD CARD

Cargill Juice N America Inc [illegible]

Property Identification

Site Address:	TBD	Parcel ID:	2432-122-0001-000-5
Sec/Town/Range:	32 35S 40E	Account #:	32986
Map ID:	24/32N	Land Use:	VCNT INDUS
Zoning:		City/County:	ST. LUCIE COUNTY

Ownership and Mailing

Owner:	Cargill Juice N America Inc
Address:	Tax Dept #26 Box 9300
15407 McGinty Rd	Wayzata MN 55931

Legal Description

32 35 40 THAT PART OF SEC MPDAF: BEG NW COR OF NE 1/4 RUN N85 47 50 E ALG SEC LI 894.56 FT, TH S 01

More...

Sales Information

Date	Price	Code	Deed	Book/Page
9/30/2003	2932900	03	WD	1814 / 1541
10/16/1997	581200	01	WD	1104 / 2339
4/1/1986	406200	02	CV	0495 / 2537

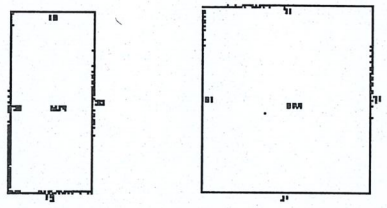
Assessment

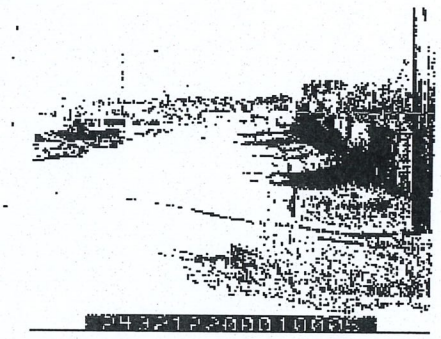
2003 Val:	1101900
Assessed:	1101900
Ag.Credit:	0
Exempt:	0
Taxable:	1101900

Property Appraisal Building

Land Value:	1092000 Acres: 177.14
Building Value:	9300
Finished Area	720 SqFt

BUILDING INFORMATION





Exterior Features

View:	-	RoofCover:	SM - Sheet Metal	RoofStruct:	GA - Gable
ExtType:	B24 - B24	YearBlt:	1955	Frame:	-
Grade:	24 - 24	Eff/rBlt:	1977	PrimeWall:	WN - Wood no Sh
StoryHght:	0010 - 1 Story	No Units:		SecWall:	-

Interior Features

BedRooms:	0	Electric:	MN - MINIMUM	PrimIntWall:	-
FullBath:		HeatType:	-	Avg Ht/FL	STD
1/2Bath:		HeatFuel:	-	Pre.Floors:	-
%A/C:	0	%Heated:	0	%Sprinkled:	0

Special Features and Yard Items

Type	Y/S	Qty	Units	Qual.	Cond.	YrBlt

Land Information

No.	Land Use	Type	Measure	Depth
1	4000-VCNT INDUS	545 -Acres	83.8	
2	4000-VCNT INDUS	500 -Acres	2.3	
3	9900-UNCLSFD ACRG	590 -Acres	59.9	

More...

THIS INFORMATION IS BELIEVED TO BE CORRECT AT THIS TIME BUT IT IS SUBJECT TO CHANGE AND IS NOT WARRANTED.

THIS INFORMATION [illegible]

County

P - IH : Rear AR-1

F - IND; " " RS

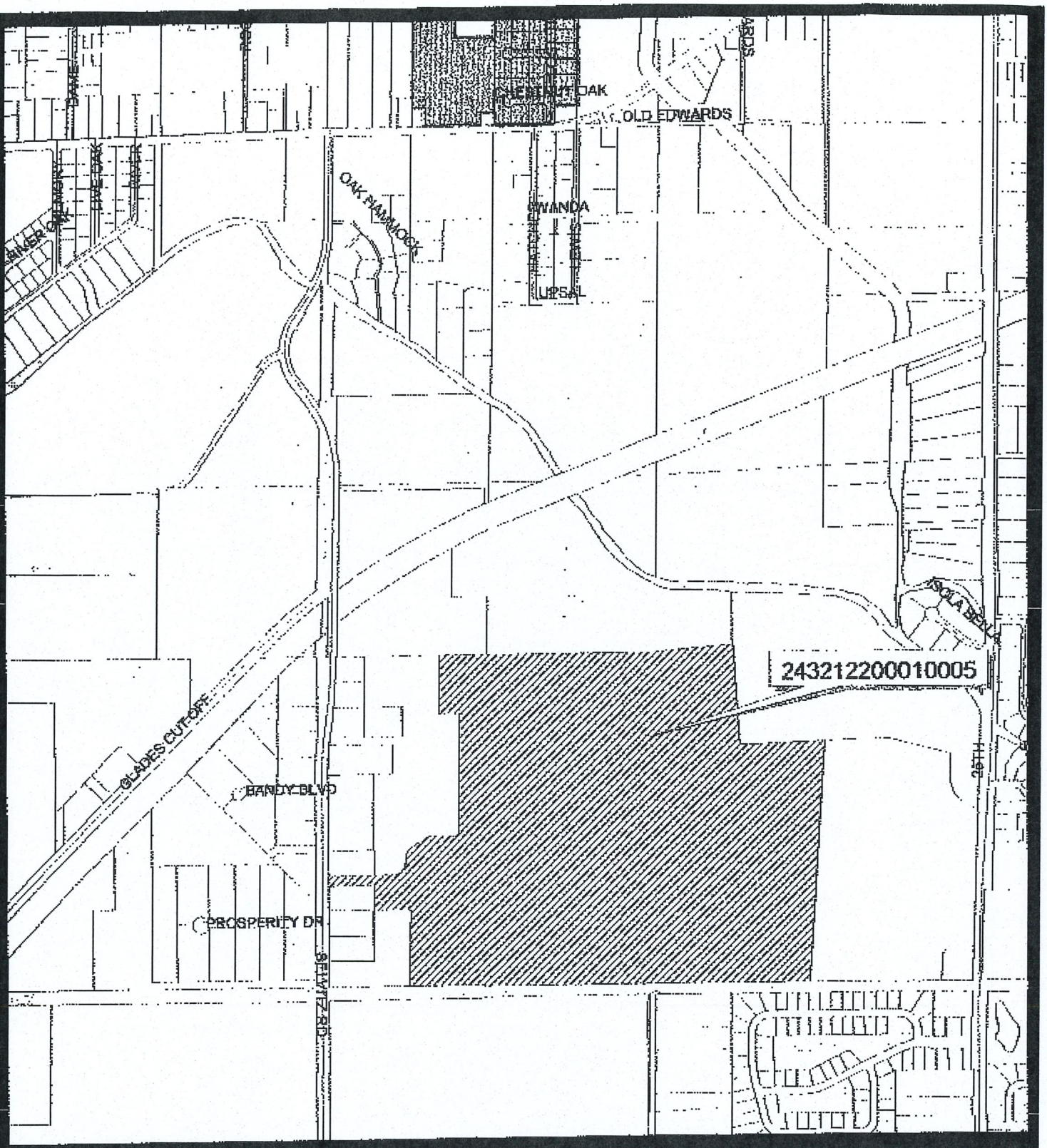
City

P - I-1

F - IND.

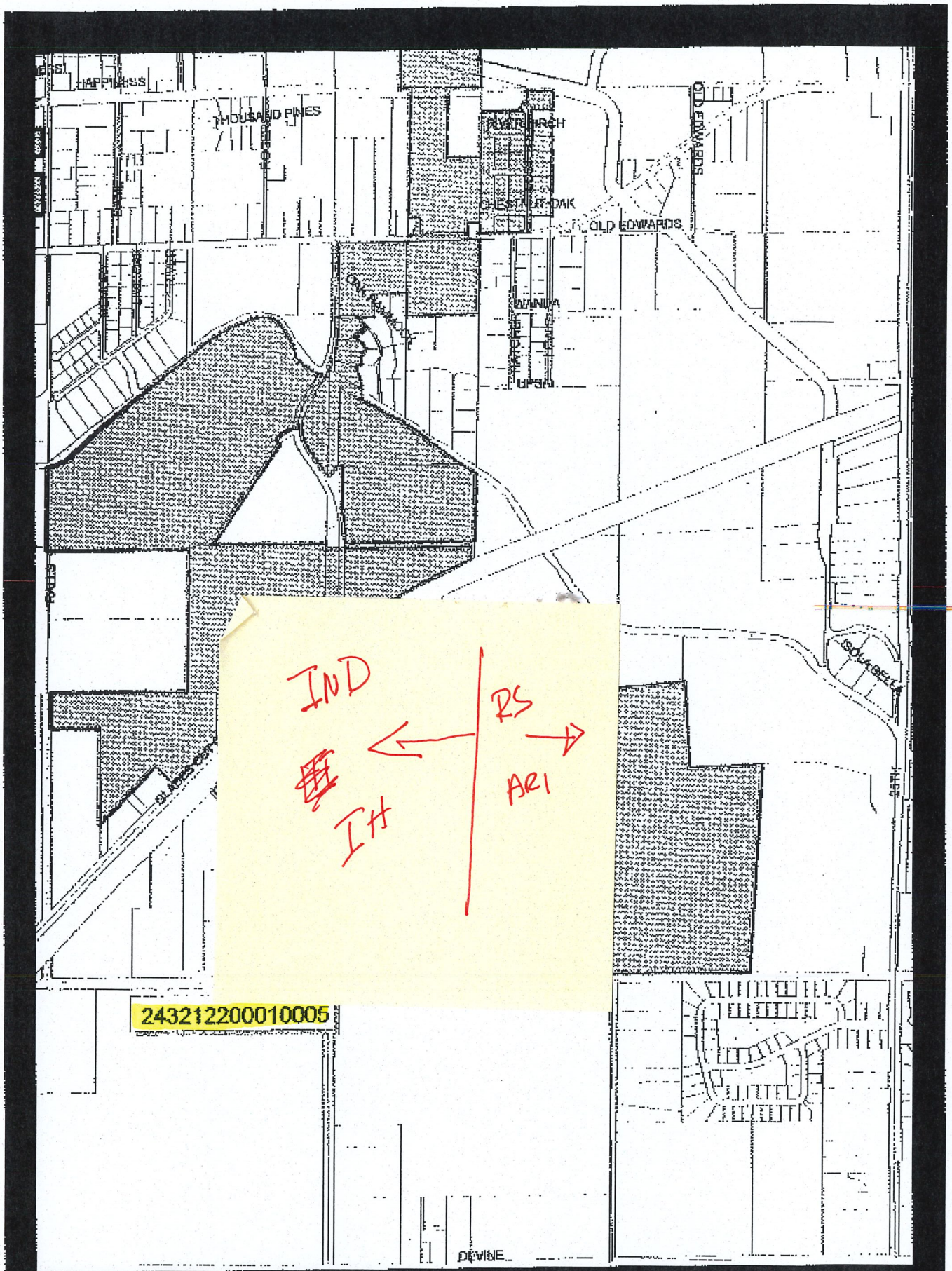
Full Legal Description

32 35 40 THAT PART OF SEC MPDAF: BEG NW COR OF NE 1/4 RUN N85 47 50 E ALG SEC LI 694.58 FT, TH S 01 09 02 W 765.50 FT, TH N 88 07 52 E 882.40 FT, TH S 01 49 35 W 594.97 FT, TH S 88 03 45 W 1350.99 FT, TH N 00 25 20 E 1332.57 FT TO POB AND SE 1/4 OF NW1/4 AND SW 1/4 OF NE 1/4 AND NE 1/4 OF NW 1/4 AND FROM SW COR OF NW 1/4 OF SEC 32 RUN S 89 58 19 E ALG S LI OF NW 1/4 OF SEC 705 FT, TH N 00 04 06 E 53.50 FT TO NR/W LI OF NSLWCD CANAL #101 AND POB, TH CONT N 00 04 06 E 600 FT, TH N 89 58 19 W // WITH S LI OF NW 1/4 280 FT, TH N 00 04 06 E200 FT, TH N 89 58 19 W 374.97 FTTO E R/W LI OF SELVITZ RD, TH N 00 04 23 E ALG E R/W LI 75 FT, THS 89 58 19 E 531.27 FT TO CURVE CONC NW, R OF 87.5 FT, TH ELY, NELYAND NLY ALG ARC 136.24 FT, TH N 00 49 02 E 22.41 FT TO CURVE CONC SE, R OF 137.50 FT, TH NELY ALG ARC 169.19 FT, TH N 57 49 02 E 116.83 FT TO CURVE CONC S, R OF 137.50 FT, TH NELY AND ELY ALG ARC 77.30 FT, TH S 89 58 19 E 193.42 FT TO W LI OF E 230 FT TO SW 1/4OF NW 1/4 OF SEC, TH N 00 49 04 EALG W LI 967.72 FT, TH WLY 170 FT, TH NLY 460 FT TO N LI OF SEC, TH ELY ALG N LI OF SEC 400 FT TO NW COR OF NE 1/4 OF NW 1/4, TH S 00 49 04 W ALG W LI OF E 1/2 OF NW 1/4 2284.77 FT TO N LI OF NSLWCD CANAL #101, TH N 89 58 19 W ALG N LI 808.68 FT TO POB (177.14 AC) (OR 1104-2333, 2339; 1114-361)



ANNEXATION

Present County Zoning - IH: REAR AR-1	Proposed City Zoning - I-1
County Future Land Use - IND: REAR RS	Proposed City Future Land Use - IND
Location - TBD	DATE - 6/4/04



REVISED CORPORATE LIMITS

ORDINANCE NO. L-226

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING ORDINANCE NO. K-310**; CORRECTING SCRIVENERS ERROR IN THE ASSIGNMENT OF ZONING CLASSIFICATION TO PROPERTY ANNEXED BY SAID ORDINANCE SO AS TO PROPERLY ZONE THE PROPERTY TO WHICH SAID ORDINANCE APPLIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 21, 2004, there was adopted Ordinance No. K-310 for the purpose of annexing certain property located between Selvitz Road and 25th Street, north of NSLWCD Canal #101; and

WHEREAS, the zoning classification in said Ordinance No. K-310 through scrivener's error or oversight inadvertently assigned a City I-1, Light Industrial zoning classification to property assigned IH, Heavy Industrial zoning in the County; and

WHEREAS, the general policy of the City with regard to annexation is that property shall receive a zoning classification that is consistent with the County classification; and if the City Code does not provide such a classification, the County classification will remain until request is made by the property owner, or the City, for a zoning change to a City classification; and

WHEREAS, it is proper to amend Ordinance No. K-310 by setting out a corrected zoning assignment, as such action is consistent with City policy, deleting therefrom the assignment

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3650435 11/28/2011 at 12:46 PM
OR BOOK 3342 PAGE 718 - 720 Doc Type: ORDN
RECORDING: $27.00

SECTION 1. Section 4 of Ordinance No. K-310 is hereby amended, corrected, changed, and altered retroactive to December 21, 2004, so as to substitute, in place of the City I-1, Light Industrial zoning classification originally set forth regarding Parcels 1-3 in said ordinance, the following originally assigned zoning classification: **County IH, Heavy Industrial Zone.**

SECTION 2. The City Clerk shall cause notice of this amendatory ordinance to be published once each week for two consecutive weeks prior to final passage in the St. Lucie Tribune in Fort Pierce, Florida, and copies hereof shall be delivered to the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector.

SECTION 3. Except for this amendment changing and correcting the zoning classification set forth in Ordinance No. K-310, said Ordinance No. K-310 is reaffirmed and shall remain in effect in all other respects.

SECTION 4. City staff is hereby authorized and directed to make any and all necessary revisions or corrections to the City zoning map which may be necessary so as to reflect the amended zoning classification set forth in this ordinance.

SECTION 5. All Ordinances or parts thereof in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 6. This Ordinance is and the same shall become

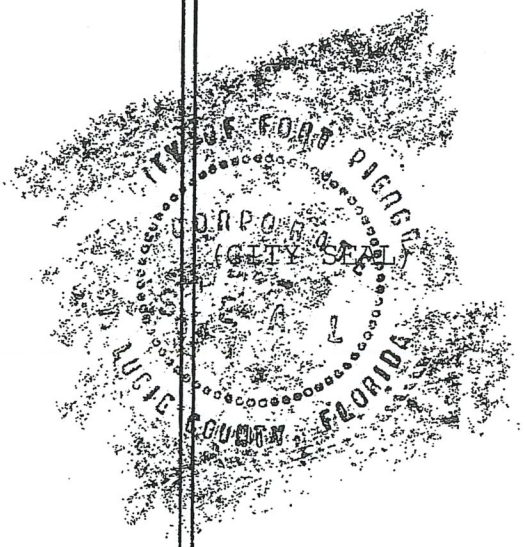
STATE OF FLORIDA)
ST. LUCIE COUNTY) SS

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. L-226 was duly advertised by title only in the St. Lucie Tribune on October 20, 2011 and on October 27, 2011; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on November 7, 2011; and was duly introduced, read by title only, and passed on second and final reading on November 21, 2011, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 21st day of November, 2011.

MAYOR COMMISSIONER

CITY CLERK



FFICE OF CITY CLERK
CITY OF FT. PIERCE
100 N. U.S. 1
P.O. BOX 1480
T PIERCE, FL 34954

ORDINANCE NO. K-310

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE **SEVEN PARCELS OF LAND GENERALLY LOCATED BETWEEN SELVITZ ROAD AND 25TH STREET, NORTH OF NSLWCD CANAL # 101;** DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS JANUARY 1, 2005; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ZONING SAID LAND; ESTABLISHING THE FUTURE LAND USE DESIGNATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, be and they are hereby extended to annex to the said City seven parcels of land generally located between Selvitz Road and 25th Street, north of NSLWCD Canal #101; legally described as:

PARCEL 1 - 32 35 40 FROM NW COR OF SEC RUN N 89 51 05 E ALG N LI OF SEC 343.68 FT AND POB, TH CONT N 89 51 05 E ALG N LI 604.07 FT, TH S 00 49 04 W 460.07 FT, TH N 89 51 05 E 170.02 FT, TH S 00 49 04 W 968.05 FT, TH N 89 58 19 W 193.42FT TO CURVE CONCAVE SE, R OF 137.50 FT, TH SW LY ALG ARC 77.30 FT, TH S 57 49 02 W 116.83 FT TO CURVE CONCAVE SE, R OF 137.50 FT, TH SW LY AND SLY ALG ARC 136.79 FT, TH S 00 49 02 W 22.41 FT TO CURVE CONCAVE W, R OF 87.50 FT, TH SW LY ALG ARC 28.23 FT TO CURVE CONCAVE NW, R OF 87.50 FT, TH SW LY ALG ARC 108.01 FT, TH N 89 58 19 W 156.25 FT, TH N 00 04 06 E 200.96 FT, TH S 89 56 24 W 12 FT, TH N 00 04 06 E 601.60 FT, TH S 89 51 05 W 28 FT, TH N 00 04 06E 235 FT, TH S 89 51 05 W 322.76 FT TO A PT ON ELY R/W LI OF SELVITZ RD TO CURVE CONCAVE E, R OF 1859.86 FT, TH NE LY ALG ARC 19.24 FT, TH N 07 13 18 E 41.25 FT, TH N 89 51 05 E 578.33 FT, TH N 00 04 06 E 235.93 FT, TH S 89 51 05 W 304.33 FT, TH N 00 04 06 E 398.93 FT TO POB (21.98 AC) (OR 1252-1370)(PROPERTY I.D. 2432-221-0002-000-6) - ADDRESS TO BE

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 2527720 12/30/2004 at 08:58 AM
OR BOOK 2125 PAGE 2184 - 2188 Doc Type: ORDN
RECORDING: $44.00

19 W // WITH S LI OF NW 1/4 280 FT, TH N 00 04 06 E 200 FT, TH N 89 68 19 W 374.97 FT TO E R/W LI OF SELVITZ RD, TH N 00 04 23 E ALG E R/W LI 75 FT, THS 89 68 19 E 531.27 FT TO CURVE CONC NW, R OF 87.5 FT, TH ELY, NE LY AND N LY ALG ARC 136.24 FT, TH N 00 49 02 E 22.41 FT TO CURVE CONC SE, R OF 137.50 FT, TH NE LY ALG ARC 159.19 FT, TH N 57 49 02 E 116.83 FT TO CURVE CONC S, R OF 137.50 FT, TH NE LY AND ELY ALG ARC 77.30 FT, TH S 89 58 19 E 193.42 FT TO W LI OF E 230 FT TO SW 1/4OF NW 1/4 OF SEC, TH N 00 49 04 E ALG W LI 967.72 FT, TH W LY 170 FT, TH N LY 460 FT TO N LI OF SEC, TH ELY ALG N LI OF SEC 400 FT TO NW COR OF NE 1/4 OF NW 1/4, TH S 00 49 04 W ALG W LI OF E 1/2 OF NW 1/4 2284.77 FT TO N LI OF NSLWCD CANAL #101, TH N 89 58 19 W ALG N LI 608.68 FT TO POB (177.14 AC)(OR 1814-1541)(PROPERTY I.D. 2432-122-0001-000-5) - ADDRESS TO BE DETERMINED

PARCEL 3 - 29 35 40 THAT PART OF SE 1/4 OF SW 1/4 LYG SE OF S R/W LI OF FEC RR AND SW OF TEN MILE CREEK (NSLWMD CANAL #71) AND BEG AT INT OF W LI OF SE 1/4 OF SW 1/4 AND S R/W LI OF FEC RR RUN S ON 1/4 1/4 SEC LI TO PT 222.51 FT S OF N LI OF S 1/2 OF SE 1/4 OF SW 1/4, TH RUN W 300 FT, TH N // TO 1/4 1/4 SEC LI TO INT WITH S R/W FEC RR R/W TO POB AND THAT PART OF SE 1/4 LYG SLY OF 10 MILE CREEK (NSLWMD CANAL #71)-LESS AS IN OR 328-1222- (39.71 AC) (OR 1814-1541 ERRONEOUS LGAL)(PROPERTY I.D. 2429-331-0003-000-1)- 3798 SELVITZ ROAD

PARCEL 4 - 29/32 35 40 FROM NE COR SEC 32 RUN S 02 DEG 46 MIN 06 SEC W ALGE SEC LI 1458.58 FT, TH N 87 DEG 13 MIN 54 SEC W 25 FT TO W R/W HAWLEY RD AND POB, TH NW LY ALG CURVE CONC NE LY, R 266.55 FT AND CA90 DEG, 418.70 FT, TH N 02 DEG 46 MIN 06 SEC E 175.96 FT, TH N 77 DEG 17 MIN 28 SEC W 537.78 FT, THS 87 DEG 54 MIN 16 SEC W 1225.80FT, TH N 00 DEG 55 MIN 06 SEC E 1188 FT TO S LI CANAL 71, TH MEANDER SE LY ALG SD S LI 2457 FT TO W R/W HAWLEY RD, TH S 02 DEG 46 MIN 06 SEC W ALG SD R/W 584 FT TO POB-LESS E 20 FT (42.38 AC)(OR 2015-988)(PROPERTY I.D. 2429-431-0060-000-5)
- ADDRESS TO BE DETERMINED

PARCEL 5 -29 35 40 THAT PART OF SW 1/4 OF SE

PARCEL 6 -29 35 40 THAT PART OF NW 1/4 OF SE 1/4 LYG S AND E OF FEC LAKE HARBOR BRANCH R/W (37) (9.67 AC)(OR 1207-2717, 2718)(PROPERTY I.D. 2429-421-0001-000-3) - ADDRESS TO BE DETERMINED

PARCEL 7 - 29 35 40 S 1/2 OF SW 1/4 OF NE 1/4-LESS CANAL R/W AND N 60 FT OF E 1/2 OF S 1/2 OF SE 1/4 OF NW 1/4 AND N 21.2 FT OF S 700 FT OF E1/2 OF E 1/2 OF SE 1/4 OF NW 1/4AND THAT PART OF NW 1/4 OF SE 1/4 LYG N AND W OF FEC RR CUTOFF (46.68 AC)(OR 1207-2717, 2718)(PROPERTY I.D. 2429-133-0001-000-9) - 3300 LEWIS STREET

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Section 1 hereof as of January 1, 2005 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

SECTION 3. That the City Clerk shall cause notice of this annexation to be published once each week for two consecutive weeks prior to final passage in The Tribune in Fort Pierce, Florida.

SECTION 4. That upon this ordinance becoming effective, the land hereinabove described and annexed to the territorial limits of the City of Fort Pierce shall be and the same are zoned: Parcels 1-3 - I-1, Light Industrial Zone, and the Future Land Use Designation is I, Industrial Land Use; Parcels 4-6 - R-1, Single Family Residential Zone, and the Future Land Use Designation is RL, Low Density Residential Land Use; and Parcel 7 - R-4 Medium Density

STATE OF FLORIDA) ss
ST. LUCIE COUNTY)

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. K-308 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in The Tribune in Fort Pierce, Florida, on November 8, 2004, and on November 15, 20004; copy of said ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on December 6, 2004; and was duly introduced, read by title only, and passed on second and final reading on December 20, 2004, by the City Commission of the City of Fort Pierce, Florida.

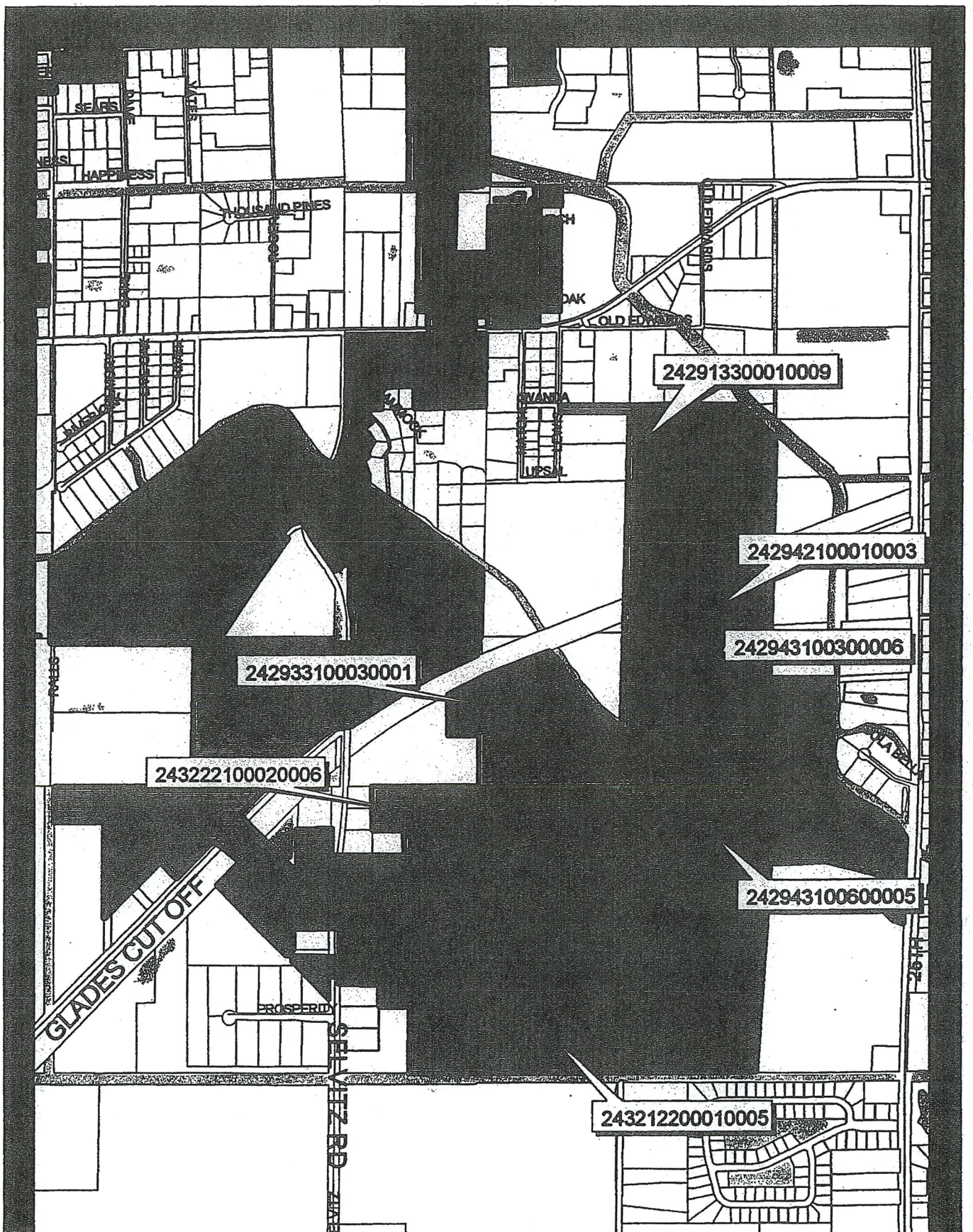
IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 21th day of December 2004.

MAYOR COMMISSIONER

CITY CLERK

(CITY SEAL)

ATTACHMENT TO ORDINANCE NO. K-310



LOCATION MAP
NOT TO SCALE

SOUTH CENTRAL FLORIDA EXPRESS
SOUTH FLORIDA WATER MANAGEMENT DIST
TEN MILE CREEK
BHT OF FLORIDA
DICKERSON ASPHALT
ISOLA BELLA DR
RIVER OAKS
GEORGE L SOUTHWORTH (TR)
BHT OF FLORIDA
WASTE MANAGEMENT INC OF FLORIDA
CREEKSIDE DR
ADVANCED MACHINE AND TOOL
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
BANDY BLVD
BOBBY JOHNSON
SELVITZ RD
S 25TH STREET
FORT PIERCE CENTRAL HIGH
BOBBY JOHNSON
PROSPERITY DR
FIRST SPECIALITIES LLC
0 200' 400' 600'
SCALE IN FEET
CANAL
NSLRWCD

NOTES:
1) EXISTING PROPERTY BOUNDARIES SHOWN ARE BASED ON INFORMATION FROM THE COUNTY PROPERTY APPRAISERS OFFICE.

THIS LINE SHOULD MEASURE ONE HALF INCH ON A HALF SCALE PRINT.

DATE: 3/18/2019 5:56:17 PM

J:\Projects\1808 Eskinazi\CADD\Xrefs\1808-E1.1-PROJECT AERIAL.dwg Monday, March 18, 2019 5:54:15 PM

SEAL

11/30/18
FL P.E. No. 38799
JONATHAN T. RICKETTS

JTR
Jonathan T. Ricketts, Inc.
3450 Northlake Boulevard - Suite 200
Palm Beach Gardens, Florida 33403
Phone: (561) 625-7770
Toll-Free: (877) 830-5777
Fax: (561) 625-2770
FL Certificate of Authorization: 6173
NC Certificate of Authorization: C-2761

PROPOSED FACILITY FOR
D.S.E. HOLDINGS AGGREGATE RECYCLING FACILITY
SELVITZ ROAD, FORT PIERCE

LAT 27°23'35.64"N
LON 80°21'32.61"W
ST. LUCIE COUNTY, FLORIDA

PROJECT AERIAL

PROJ. NO.: 1808
DRAWN BY: RC
SHEET:
E1.1

Planning Board Meeting **6. a.**

Meeting Date: 09/17/2019

Information

REQUESTED ACTION

Conditional Use - Danaluk Vacation Rental - 715 S. Ocean Drive, Unit D

LOCATION

715 S. Ocean Drive, Unit D

RESPONSIBLE STAFF

Vennis Gilmore, Planner

RECOMMENDATION

The proposed use presents the provision of transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following eight conditions:

1. The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2. Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3. The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within 30 days of Conditional Use approval.

4. There shall be a limitation of no more than two vehicles at the site.

5. The City of Fort Pierce Business Tax License number shall be included on all advertising.

6. The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

7. Installation of one handicap space per City Code Section 22-60 Off-Street Parking and Loading (if not already present).

8. Per City Code Section 22-62 Sidewalks. b) Applicability: In order to provide continual access for pedestrians, sidewalks and sidewalk linkages the property owner or permit applicant shall provide within 31 days of Conditional Use approval, a permit for the installation of a sidewalk along their property line that abuts Hernando Street.

Attachments

Staff Report
Application
Property Card
Narrative
Survey
Aerial Map
Zoning Map
Floor Plan
Fire Escape Plan
HOA Documents
Slice of Paradise Management Guidelines
Rules & Regulations
Sample Rental Agreement
TRC Comments
FP Code Enforcement Compliance Letter

Form Review

Form Started By: Vennis Gilmore
Started On: 09/05/2019 06:10 PM
Final Approval Date: 09/11/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	Planning Board
THROUGH:	Jennifer Hofmeister, AICP, LCAM, Planning Director
FROM:	Vennis Gilmore, Planner
RE:	**Danaluk Vacation Rental** **715 S. Ocean Drive, Unit D**
BOARD DATE:	September 10, 2019

STAFF REPORT

Owner:	Nicholas Danaluk Jr. 1425 SW Edinburgh Drive Port St. Lucie, FL 34953
Applicant:	Michelle Longarzo 1425 SW Edinburgh Drive Port St. Lucie, FL 34953
Applicant's Request:	Approval of a Conditional Use to operate a Vacation Rental, offering lodging for less than six months. The minimum rental period is identified as two days.
Location(s):	715 S. Ocean Drive, Unit D
Parcel ID:	2401-504-0004-000-2
Current Zoning:	Hutchinson Island Medium Density Residential Zone (R-4A)
Future Land Use:	Hutchinson Island Residential (HIR)

Surrounding Zoning:

North	East	South	West
R-4A	R-4A	R-4A	R-4A

Utilities:	FPUA

Staff Analysis:

Request

In accordance with Sections 22-22 and 22-76 of the City Code, the applicant is requesting review and approval of a Conditional Use to operate a Vacation Rental at Unit D of the Boardwalk Condominiums, located at 715 S. Ocean Drive. The subject condominium is a one-bedroom and one-bathroom condo unit. Each condo unit has one designated parking space, with additional guest parking spaces. The proposed Conditional Use will offer lodging of less than six months with a minimum stay of two days to guests. Additionally, the applicant is also proposing to provide gratis use to the Kid's Cancer Foundation, a 501(c)(3), during available intervals, at the subject residence.

The property is located at the southwest corner South Ocean Drive and Gulfstream Avenue. The subject site is surrounded by single-family homes to the east and west, and condominiums to the north and south. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A).

Dwelling Rentals

Pursuant to City Code Section 22-3. – Definitions - Generally, the rental of any dwelling unit for less than six months, is classified as a "Dwelling Rental (dwelling unit)," and defined as follows: "One or more rooms connected together in a building, constituting a separate, independent housekeeping establishment, other than a motel/hotel, for purposes of rental on a daily, weekly or longer basis."

The State of Florida provides further classification of a dwelling that is rented for periods of less than one month. Pursuant to Florida State Statute 509.242, declaring the use a "Vacation Rental," defines such use as any unit that is also a transient public lodging establishment but that is not a timeshare project, which is rented to guests more than three times in a calendar year for periods of less than 31 days or one calendar month, whichever is less or which is advertised or held out to the public as a place regularly rented to guests. A dwelling rental, as locally defined, is also a "Vacation Rental" if the duration of stays are less than thirty-one days. The rental of a dwelling for periods at a minimum of thirty-one days, but less than six months, is a "Dwelling Rental," but not a "Vacation Rental."

Table 1, below, presents general characteristics to clarify Dwelling Rentals, and the transitioning threshold for Vacation Rentals.

Table 1 – Dwelling & Vacation Rental Definitions

	Dwelling Rental	**Vacation Rental**
Length of Stay	Less than 6 months	30 days or less
Lodging Type(s)	Non-Transient (more than 30 days)	Transient Lodging
State License Requirement	If rented 30 days or less (Vacation Rental)	Division of Hotels & Restaurants – Vacation Rental License
Public lodging establishment (ADA & Misc. Regulations)	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Zoning & Land Use
The subject site is located within the Hutchinson Island Medium Density Residential Zone (R-4A) district which was established because Hutchinson Island is a sensitive barrier island that presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

The Hutchinson Island Residential (HIR) designation is intended for parcels that are best suited for residential development on Hutchinson Island. This future land use category allows single-family detached and attached units, duplexes and multifamily residences at densities ranging up to eight dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed. The HIR district was previously referred to as "Medium Density Residential Hutchinson Island (Rmhi)."

Parking
Pursuant to City Code Section 22-60 (d)b, motels, hotels and resort hotels shall provide 1.6 spaces for each unit 500 square feet or larger. The subject condominium features one designated parking space, with additional shared guest parking spaces.

Conditional Use
As stated in City Code Section 22-74, the purpose of the Conditional Use process is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout a particular zoning district, but which, if controlled as to number, area, location, or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience, and the general welfare.

Technical Review Committee
All affected departments have reviewed the proposed Conditional Use with regards to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided.

Staff Recommendation:
The proposed use presents the provision of transient lodging accommodations to the general public, representing a limited commercial use that is compatible with the surrounding neighborhood, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following eight conditions:

1) The property manager for the vacation rental shall be available at all times to resolve complaints or violations of city code. Said manager shall reside in St. Lucie County and shall be registered with the City of Fort Pierce.

2) Guide booklets (available from Code Enforcement) shall be provided to renters regarding local rules and public service resources, to minimize conflicts.

3) The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of Conditional Use approval.

4) There shall be a limitation of no more than no two vehicles at the site.

5) The City of Fort Pierce Business Tax License number shall be included on all advertising.

6) The maximum occupancy of the home shall ensure compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit.

7) Installation of one handicap space per City Code Section 22-60 Off-Street Parking and Loading (if not already present).

8) Per City Code Section 22-62 Sidewalks. b) Applicability: In order to provide continual access for pedestrians, sidewalks and sidewalk linkages the property owner or permit applicant shall provide within thirty-one (31) days of Conditional Use approval a permit for the installation of a sidewalk along their property line that abuts Hernando Street.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Conditional Use – No New Construction

Property address or Location 715 S. Ocean Dr. Unit D 34949

Parcel ID #(s) 2401-504-0004-000-2

Project description short term condo rental

Nicholas Danaluk Jr.
Property Owner(s)
1425 SW Edinburgh Dr
Street Address
Port St. Lucie, FL 34953
City State Zip
772-267-9288
Phone Number
ndanaluk@gmail.com
Email Address

MICHELLE LONGARZO
Applicant/Representative, Title, Company
1425 SW EDINBURGH DR.
Street Address
PORT ST. LUCIE, FL 34953
City State Zip
561-332-6718
Phone Number
SLICEOFPARADISEFLORIDA@GMAIL.COM
Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY ST. LUCIE

The foregoing instrument was acknowledged before me this 25 day of June, 2019, by Nicholas Danaluk JR. who is personally known to me or has produced FL Drivers license as identification.

Signature of Notary

NOTARY PUBLIC (seal)
HERVE J. LESPERANCE
Notary Public, State of Florida
Commission# GG 306064
My comm. expires Mar. 25, 2023

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

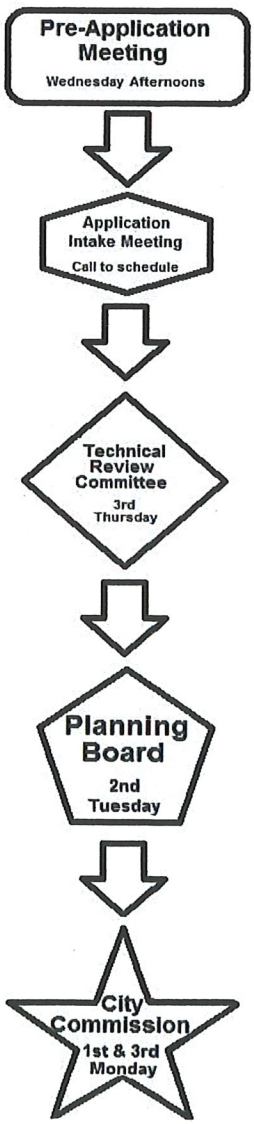
Intake Date Stamp

☑ CONDITIONAL USE: NO NEW CONSTRUCTION

Submit one original, seven (7) hard copies and one (1) CD of the following for initial submittal, subsequent submittals will be required:

- ☑ *If no site improvements are required:*
  - ☑ As-built survey
  - ☑ Floor plan of existing building(s)
- ☐ *If parking and drainage improvements are required:*
  - ☐ As-built survey;
  - ☐ Site plan, to scale, including existing improvements and proposed parking, driveways, landscaping & storm drainage;
  - ☐ Lighting plan
- ☐ Complete, notarized application

Application Outlook



Application Type:

- ☑ Conditional Use: No new construction with no site improvements
- ☐ Conditional Use: No new construction with parking and drainage improvements

Site Information:

Building Size _____ Parking Spaces:_____

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West

The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 22-75, shall be reviewed as a unit in accordance with the requirements of section 22-58 except that:

(1) The city commission shall hold a public hearing in accordance with the provisions of section 22-143 prior to acting on the application for conditional use.

(2) In the event the city planning board disapproved the application for conditional use or in case of a protest against said application signed by twenty (20) per cent of the owners within five hundred (500) feet of the area included in said application, such application shall not be approved except by a four-fifths vote by the city commission.

(3) In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

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Property Identification

Site Address:	715 S OCEAN DR D
Parcel ID:	2401-504-0004-000-2
Account #:	15011
Map ID:	24/01G
Use Type:	0400
Zoning:	R4A
City/County:	Fort Pierce

Ownership

Nicholas Alex Danaluk Jr
1425 SW Edinburgh DR
Port St Lucie, FL 34953

Total Areas

Finished/Under Air (SF):	
Gross Sketched Area (SF):	
Land Size (acres):	
Land Size (SF):	

Legal Description

BOARDWALK CONDOMINIUM UNIT D

Current Values

Just/Market Value:	$71,400
Assessed Value:	$71,400
Exemptions:	$0
Taxable Value:	$71,400

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

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Building Information

Finished Area: 680 SF
Gross Sketched Area: 680 SF

Exterior Data

Building Type:	X019
Grade:	X19B
Year Built:	1982
Effective Year:	1982
No. Units:	1
Primary Wall:	CB Stucco
Secondary Wall:	
Roof Cover:	
Roof Structure:	
View:	
Frame:	
Story Height:	1 Story

Interior Data

Bedrooms:	1
Full Baths:	1
Half Baths:	0
Primary Int Wall:	
Primary Floors:	
Avg Hgt/Floor:	0
Heat Type:	
Heat Fuel:	
Electric:	
A/C %:	0%
Heated %:	0%
Int Sprinkler %:	0%





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Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building:	$71,400
Land:	$0
Just/Market:	$71,400
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$71,400
Exemption(s):	$0
Taxable:	$71,400

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	0.6	Fort Pierce Stormwater Charge	$41.40

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Permits

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

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Property Identification

Site Address:	715 S OCEAN DR D
Parcel ID:	2401-504-0004-000-2
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Map ID:	24/01G
Use Type:	0400
Zoning:	R4A
City/County:	Fort Pierce

Ownership

Nicholas Alex Danaluk Jr
1425 SW Edinburgh DR
Port St Lucie, FL 34953

Total Areas

Finished/Under Air (SF):	
Gross Sketched Area (SF):	
Land Size (acres):	
Land Size (SF):	

Legal Description

BOARDWALK CONDOMINIUM UNIT D

Current Values

Just/Market Value:	$71,400
Assessed Value:	$71,400
Exemptions:	$0
Taxable Value:	$71,400

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

Sale History

Date:	Mar 22, 2019
Book/Page:	4256 / 0514
Sale Code:	0111
Deed:	WD
Grantor:	Danaluk Jr Nicholas Alex
Price:	$0
Date:	Mar 22, 2019
Book/Page:	4247 / 1302
Sale Code:	0001
Deed:	WD
Grantor:	Latouche Joseph H
Price:	$120,000
Date:	Mar 22, 2019
Book/Page:	4247 / 1302
Sale Code:	0001
Deed:	WD

Grantor:	Wise Susan
Price:	$120,000
Date:	Dec 10, 2014
Book/Page:	3702 / 1933
Sale Code:	0001
Deed:	WD
Grantor:	Blocker Jr Jackie M
Price:	$79,900
Date:	May 25, 2014
Book/Page:	3639 / 0311
Sale Code:	0001
Deed:	WD
Grantor:	Brown Timothy W
Price:	$77,000
Date:	Jun 17, 2013
Book/Page:	3532 / 2780
Sale Code:	0001
Deed:	WD
Grantor:	George Frederick D
Price:	$10,000
Date:	Apr 3, 1998
Book/Page:	1136 / 1736
Sale Code:	XX02
Deed:	WD
Grantor:	Roger J Hites
Price:	$98,000
Date:	May 1, 1985
Book/Page:	0465 / 1625
Sale Code:	XX02
Deed:	CV
Grantor:	
Price:	$455,000

Building Information (1 of 1)

Finished Area: 680 SF

Gross Sketched Area: 680 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type: X019	Year Built: 1982	Frame:
Grade: X19B	Effective Year: 1982	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 1	Electric:	Primary Int Wall:
Full Baths: 1	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: 0%	Sprinkled %: 0%

Narrative of Property 715 South Ocean Drive Unit D, Fort Pierce, Florida 34949:

1) Provide gratis use to Kid's Cancer Foundation, a 501(c) non-for profit organization, an opportunity to rest and relax from hospital treatments. Offer educational and nutritional opportunities to them as well as parenting classes on site during stay. Reach out to the local community to assist with gift certificates for cancer kids to enjoy the attractions in the Fort Pierce area.
2) Short Term Rental of 31 days or more during the season to bring local & interstate revenue that promotes tourism in Fort Piece.
3) Transient rentals to bring out of area Florida and interstate revenue to promote new tourism in Fort Pierce.
4) Offer gratis, to local community partnerships as a for of gratitude to those who serve and their families providing local community service.
5) Length of stay 2 days to up to 6 months

Narrative of Property 715 South Ocean Drive Unit D, Fort Pierce, Florida 34949:

1) Provide gratis use to Kid's Cancer Foundation, a 501(c) non-for profit organization, an opportunity to rest and relax from hospital treatments. Offer educational and nutritional opportunities to them as well as parenting classes on site during stay. Reach out to the local community to assist with gift certificates for cancer kids to enjoy the attractions in the Fort Pierce area.
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3) Transient rentals to bring out of area Florida and interstate revenue to promote new tourism in Fort Pierce.
4) Offer gratis, to local community partnerships as a for of gratitude to those who serve and their families providing local community service.

RULES & REGULATIONS of 715 South Ocean Drive Unit D, Fort Pierce, Florida 34949:

-Remove all trash and dispose of in the dumpster located in the back-parking lot

-Peaceful enjoyment of common areas at reasonable hours without excessive noise or music

-Pets need to remain in compliance with local leash and pet fecal disposal laws.

-Smoking is prohibited

-Park in assigned parking space labeled “D” or “Guest”

-Do not litter

-Wash sand off at the front hose to prevent drain clogs.

-Do not leave air conditioning on with windows open.

-Return A/C to 77 Degrees when check out occurs.

-Do not remove any property belonging to condo except beach towels, beach folding chairs, sand toys and umbrellas. The exception items need to be returned to the condo with the sand washed of prior to condo entry.

- Do not give out assigned door code to any party not staying in the condo.

-No Running in common areas or stairwells.

-Do not disturb or harass local wildlife such as sea turtles, manatees and any other wildlife.

-It is unlawful to walk on the sand dunes only use designated walkways.

-Use pedestrian crosswalks to cross the street to the beach.

-No illegal drugs allowed on property.

-No toxic chemicals allowed on property.

-Follow all local and state laws.

Are there any exceptions to the requirement that a Florida property manager have a broker's license?

YES. For example, if a property owner employs someone to manage their property, and that employee is paid a salary, as opposed to being paid a commission or on a transactional basis, a broker's license is not required.

For more information about these and other Florida property management requirements and exceptions, please contact the Florida Real Estate Commission.

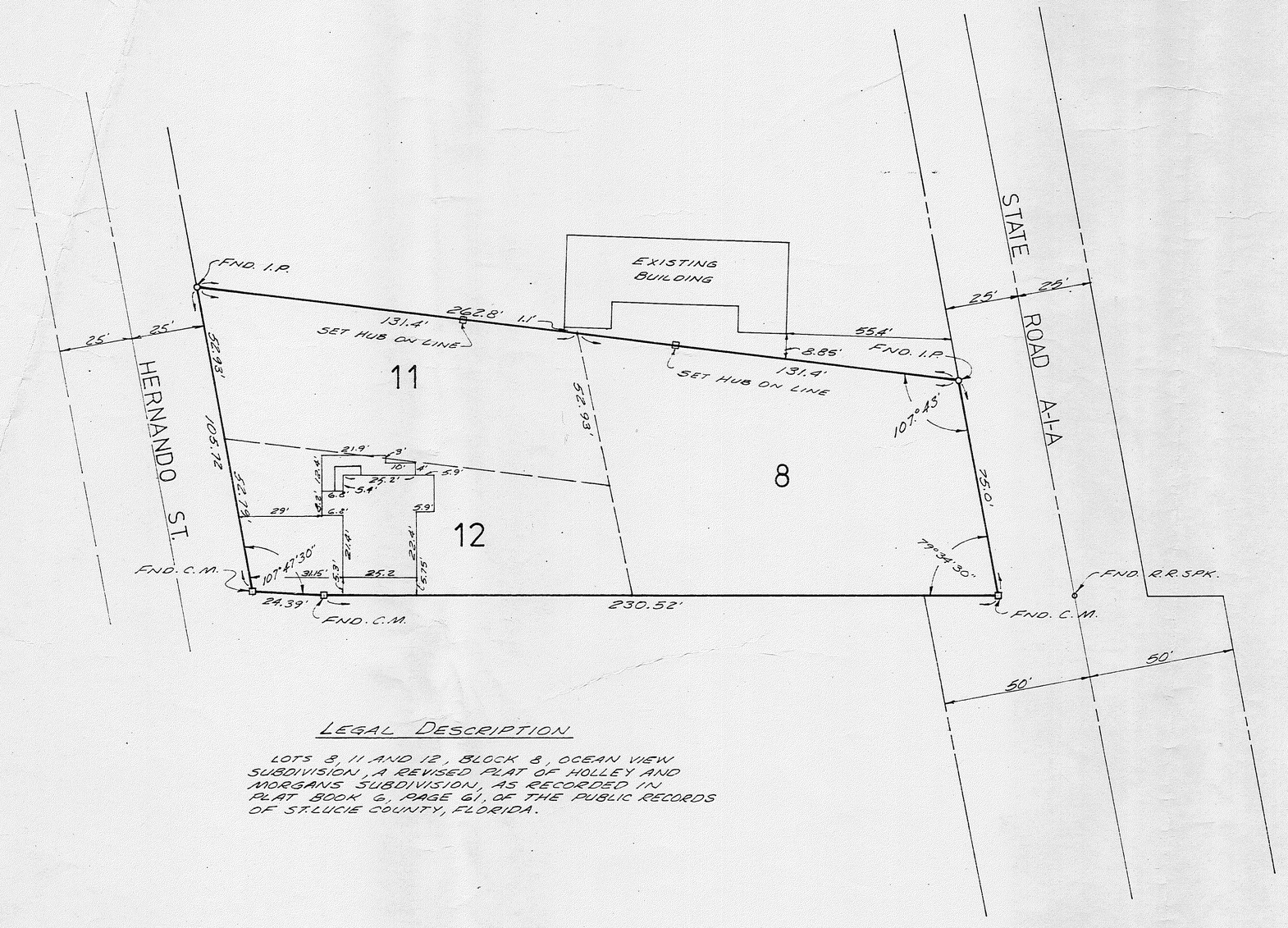
Before hiring a property manager to manage your Florida rental property, you should always check that he or she is licensed appropriately. You can check the license status of Florida property managers at the Florida Department of Business and Professional Regulation's Licensee Search webpage.

Florida Community Association Manager License Requirements

Florida community association manager licensing requirements include:

- Age: Must be at least 18 years of age
- Education: Must complete at least 18 hours of pre-licensure education from an approved provider
- Trustworthiness: Must be of good moral character; must have a background check and submit fingerprints
- Exam: Pass the CAM exam. The exam fee is $73.00
- License fee: $105
- Application: Complete and submit CAM license application which is available online

For more information about these and other Florida licensing requirements, please contact the Florida Real Estate Commission.



SCALE: 1" = 30'

LEGAL DESCRIPTION

LOTS 8, 11 AND 12, BLOCK 8, OCEAN VIEW SUBDIVISION, A REVISED PLAT OF HOLLEY AND MORGANS SUBDIVISION, AS RECORDED IN PLAT BOOK 6, PAGE 61, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY, MADE UNDER MY DIRECTION, AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN.

ALFREDO M. TELLEZ AGUILAR
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2052

SURVEY MADE FOR:
K.M. BROOKS AND L.M. SPARKS

SURVEYING SERVICES OF FLORIDA, INC.
LAND SURVEYORS
FORT PIERCE, FLORIDA

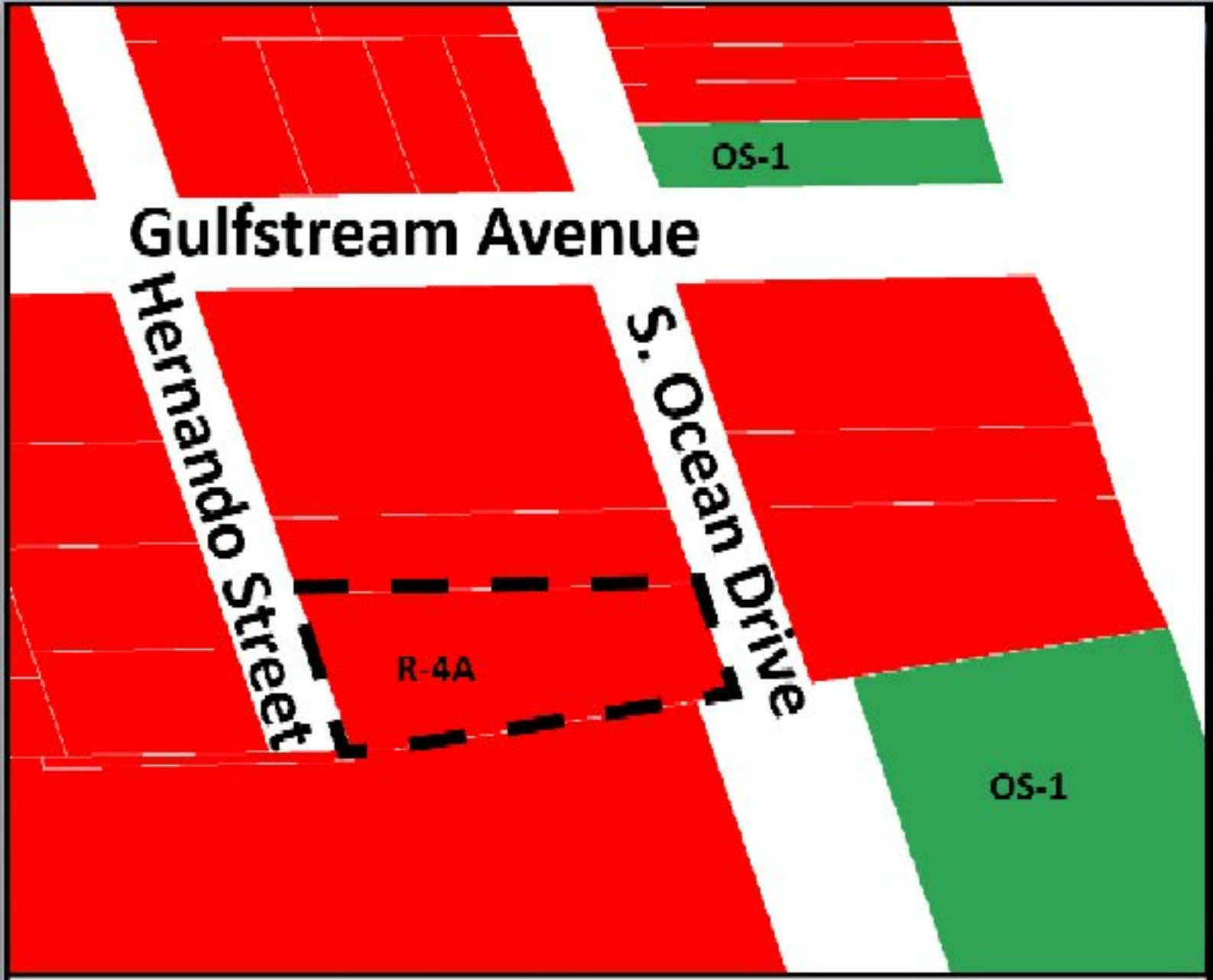
SCALE	1" = 30'	DATE	3-30-77
FIELD	R.E.	BK.	PG.
OFFICE	A.L.A.	FILE NO.	
DR'N.	D.F.	JOB NO.	383



N
W E
S

Danaluk Vacation Rental
715 S. Ocean Dr., Unit D
Aerial Map

THE SUNRISE CITY
FORT PIERCE
Florida



N
W E
S

Conditional Use

Danaluk Vacation Rental

715 S. Ocean Drive, Unit D

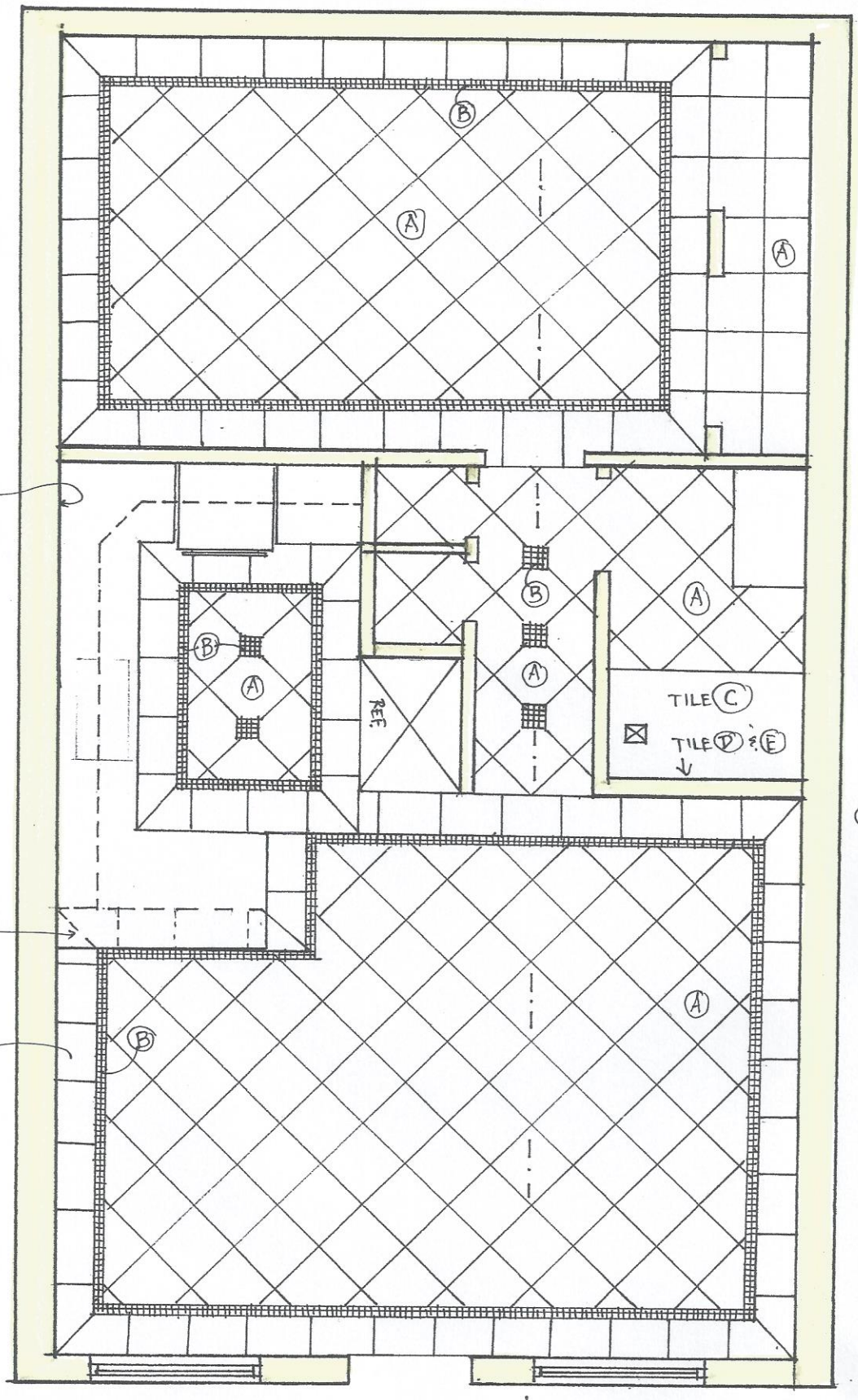
R-4A = **OS-1 =**

THE SUNRISE CITY FORT PIERCE Florida

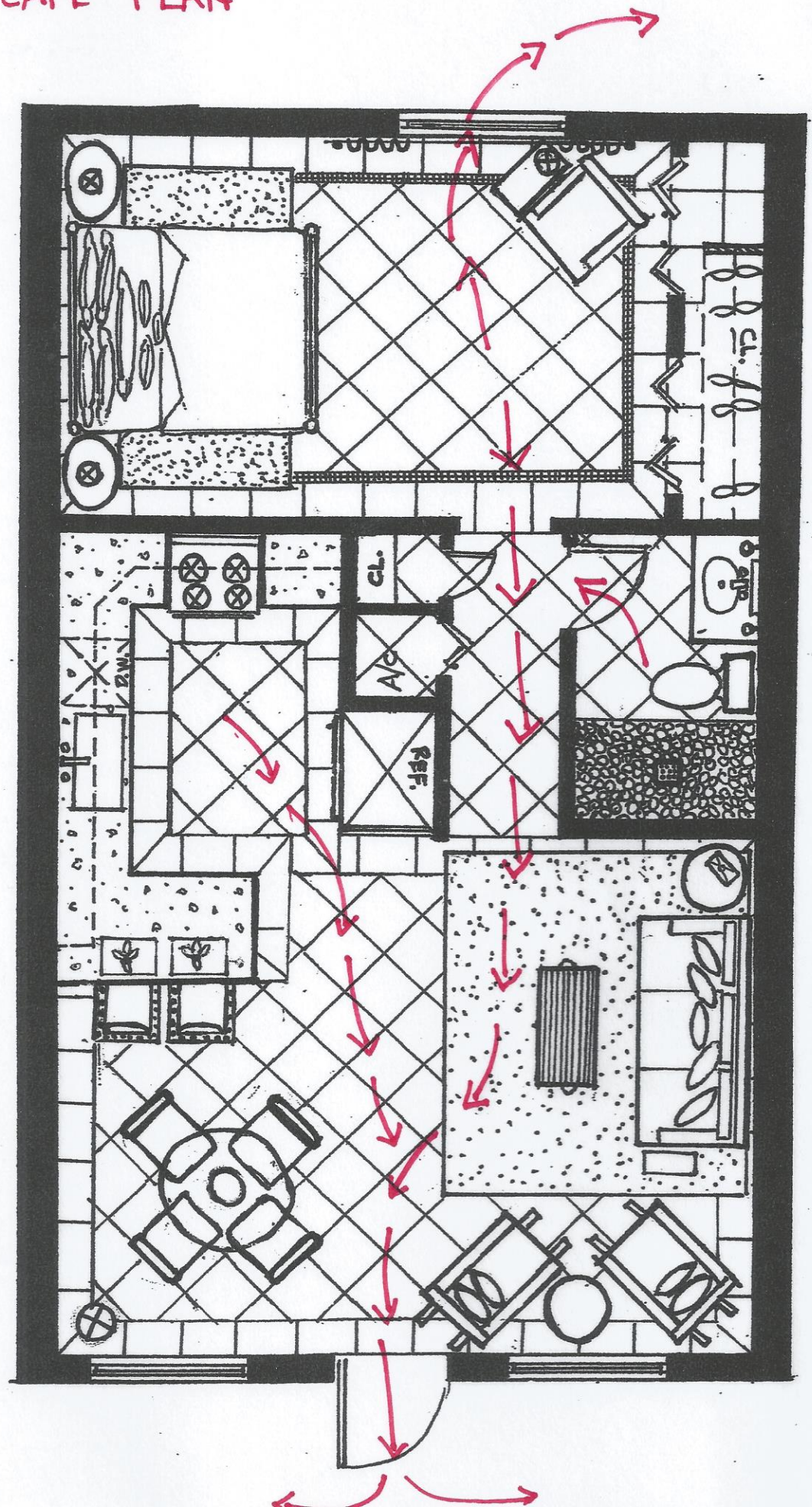
Zoning Map

SLICE OF PARADISE
715 S. OCEAN DRIVE
HUTCHINSON BEACH, FL
SLICE OF PARADISE @ GMAIL.COM
SCALE 1/4" = 1'0"
FLOOR 680 ft

℄ CENTER LINE FOR TILE
NOTE: MIDDLE OF HALL

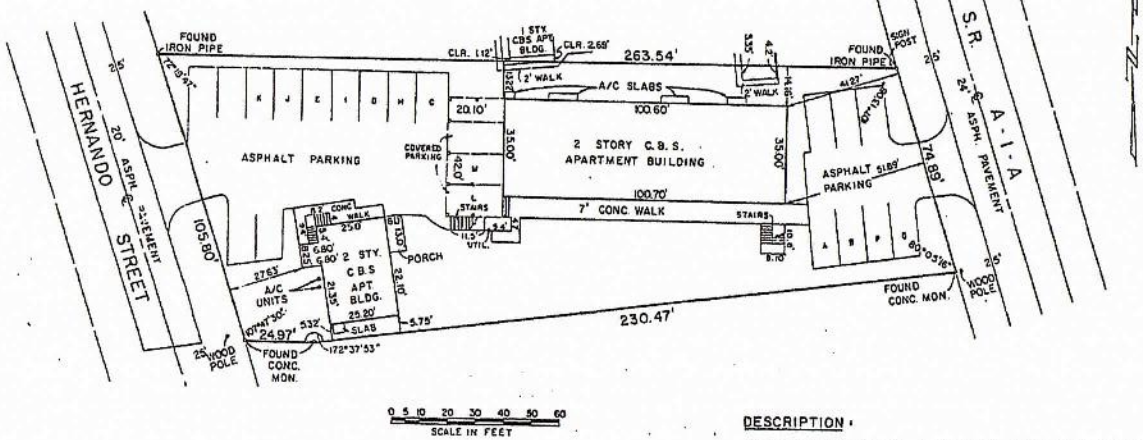


FIRE ESCAPE PLAN



NOTES:

1. ALL IMPROVEMENTS SHOWN ARE EXISTING.
2. ALL AREAS OUTSIDE OF CONDOMINIUM UNIT BOUNDARIES ARE COMMON AREAS OR LIMITED COMMON AREAS.



BOARDWALK CONDOMINIUM

EXHIBIT B(i) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

DESCRIPTION:

LOTS 8, 11 AND 12, BLOCK 8, OCEAN VIEW, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 61, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CERTIFICATION

THE UNDERSIGNED, A SURVEYOR, DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IS COMPLETE SO THAT SUCH MATERIAL, I.E. EXHIBIT B (i) TOGETHER WITH THE PROVISIONS OF DECLARATION, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

ARTHUR V STROCK & ASSOCIATES, INC.

CARL DE SHAY
REGISTERED LAND SURVEYOR NO. 3477
STATE OF FLORIDA

Arthur V. Strock & Associates, Inc.
engineers • planners • surveyors deerfield beach • delray beach, fla.

PROJECT: BOARDWALK CONDOMINIUM
DRAWING NUMBER: 18345 pg. 1
DATE: 5-18-82
DRAWN BY: PB
CHECKED BY:
SHEET OF
SCALE: 1"=60'

EXHIBIT B(i)

ADDITION TO THE BY - LAWS

Amendment to DECLARATION OF CONDO OF
BOARDWALK CONDOMINIUM ASSOCIATION, INC.

19. USE AND OCCUPANCY RESTRICTIONS

19.12 **Parking Restrictions.**
Only automobiles will be parked in the parking areas of the condominium property. No other vehicles and objects, including but not limited to trailers, boats, motor homes and trucks over 3/4 ton may be parked or placed upon any of the condominium property.

Exceptions: **Moving vans** shall be permitted to park, but not on the grass for the purpose of loading and unloading; **Vehicles,** regardless of classification, necessary for the **maintenance, care** or **protection** of the Properties; **Service and delivery vehicles,** regardless of classification, during regular business hours; **Vehicles for handicapped** persons; **Police and fire safety vehicles**

The following restrictions also apply:

No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. However, washing or waxing of a vehicle is permitted.
No motor vehicle, including moving vans, shall be parked at any time on the grass/swales within the Condominium.
Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.

Remedy of Towing. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, and any applicable County Ordinances, amended from time to time, an offending vehicle Owner does not remove a prohibited or improperly parked vehicle from the Condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle Owner's expenses. By this provision, each Owner and vehicle Owner provides the Association with the necessary consent to effect the tow.

STATE OF FLORIDA
ST. LUCIE COUNTY

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL.

JOANNE HOLMAN, CLERK

By _____

Date 4-25-2002

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2033769 OR BOOK 1518 PAGE 2617
Recorded:04/24/02 11:19

Return:
Omar W. Baerth
715 So Ocean Drive, Unit 711
Hollywood FL 33019

BOARDWALK CONDOMINIUM

TABLE OF CONTENTS

I. Declaration of Condominium

Exhibit A - Surveyor's Certificate

Composite
Exhibit B - Survey and Plot Plan and Floor Plans

Exhibit C - Division of Common Elements

Exhibit D - Owner's Association Charter

Exhibit E - Owner's Association By-Laws

II. Estimated Operating Budget

III. Building Inspection Report of James Bushouse & Associates, Inc., Engineers

IV. Termite Report of Rowley's Pest Control

V. Purchase Agreement

VI. Unit Warranty Deed

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE (305) 461-5020

BOARDWALK CONDOMINIUM ASSOCIATION, INC.

715 South Ocean Dr.
Ft. Pierce, FL 34949

TO WHOM IT MAY CONCERN

ADDITION TO THE BY-LAWS

The following attached addition to the By Laws was unanimously approved by all members and the Board of Directors on April 17th, 2002

William J Wilkinson
(President)

Otmar W. Baertl
(Secretary/Treasurer)

OR BOOK 1518 PAGE 2619

Notary Public

STATE OF FLORIDA, COUNTY OF ST LUCIE

The attached instrument was acknowledged before me this 4/24/02 [date]
by Mr./Mrs./Ms. William J Wilkinson Otmar Baertl [name of person acknowledging],
who is personally known to me or who has produced Florida Dr. Lic. & Michigan Driver License
TYPE OF I.D. as identification and who did/did not take an oath.

Dorothy M. Davis (Signature of Notary)

Dorothy M. Davis (Name of Notary, Typed, Printed or Stamped)

Notary (Title)

[illegible] [Commission Serial Number]

OFFICIAL NOTARY SEAL
DOROTHY M DAVIS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD039615
MY COMMISSION EXP. JULY 5,2005

DECLARATION OF CONDOMINIUM

OF

BOARDWALK CONDOMINIUM

K. M. BROOKS and LOUISE M. SPARKS, for themselves, their successors, grantees and assigns, being the owners of the fee simple title to the following described real property in St. Lucie County, Florida, (hereafter referred to as the "Land"):

Lots 8, 11 and 12, Block 8, OCEAN VIEW, a Subdivision according to the plat thereof recorded in Plat Book 6, page 61, of the public records of St. Lucie County, Florida

hereby submit the Land and the improvements thereon in fee simple to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", in existence as of the date of this Declaration, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth.

NOW, THEREFORE, K. M. BROOKS and LOUISE M. SPARKS make the following declarations:

1. STATEMENT OF PURPOSE. The purpose of this Declaration is to submit the Land and the improvements thereon to the condominium form of ownership and use in the manner provided in the Condominium Act. Except where variances permitted by law appear in this Declaration, in the exhibits attached hereto, or in lawful amendments to any of them, the provisions of the Condominium Act as constituted on the date of this Declaration, including the definitions therein contained, are adopted and included herein by express reference. All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and all exhibits hereto. Both the burdens imposed and the benefits provided shall run with each unit and the interests in the common elements appurtenant thereto, as defined herein.

1.1 Name and Address. The name by which this Condominium is to be known and identified is BOARDWALK CONDOMINIUM, and its address is 715 South Ocean Drive, Fort Pierce, Florida.

1.2 The Land. The legal description of the Land, which is hereby being submitted to condominium ownership, is as described in the introductory paragraph hereof.

2. DEFINITIONS. As used herein, in the exhibits attached hereto, and in all amendments hereto, unless the context requires otherwise:

2.1 Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owners.

2.2 Association means BOARDWALK OWNERS ASSOCIATION, INC., the entity responsible for the operation of this Condominium.

2.3 Board of Directors means the representative body responsible for the management of the Condominium and business of the Association.

2.4 By-Laws means the By-Laws of the Association, as they exist from time to time. A copy of the By-Laws is attached hereto as Exhibit E, and incorporated herein by reference.

2.5 Common Elements means the portions of the condominium property (including the tangible personal property required for the maintenance and operation of the condominium property) not included in the units.

2.6 Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium and includes, but is not limited to: the expenses of administration and maintenance, operation, repair and replacement of the common elements and of the portions of units to be maintained by the Association; taxes, special assessments and insurance for the common elements; other expenses declared to be common expenses herein and in the By-Laws; and any other valid charge against the Condominium as a whole.

2.7 Common Surplus means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

2.8 Condominium means all of the condominium property as a whole when the context so permits, as well as that form of ownership of real property which is comprised of units that may be owned by one or more persons, and in which there is appurtenant to each unit an undivided share in the common elements.

2.9 Condominium Act means Chapter 718, Florida Statutes, in existence as of the date of this Declaration.

2.10 Condominium Parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

2.11 Condominium Property means and includes the land hereby submitted to the condominium form of ownership, all improvements thereon, and the common elements; and all easements and rights appurtenant thereto.

2.12 Declaration or Declaration of Condominium means this intrument as it may from time to time be amended.

2.13 Developer means K. M. BROOKS and LOUISE M. SPARKS, their heirs, personal representatives and assigns, and whoever offers for sale condominium parcels created herein in the ordinary course of business; except the term shall not include the owners of units who have not acquired all the right, title and interest of K. M. BROOKS and LOUISE M. SPARKS, in the condominium property.

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE (305) 461-5020

2.14 Institutional Mortgagee means a bank, bank holding company, or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Developer, its successor, grantees or assigns, agency of the United States Government, or Developer, its grantees, successors and assigns holding a first mortgage of public record on a condominium parcel or on any portion of the condominium property.

2.15 Land means the real property in St. Lucie County, Florida, which is being submitted to condominium ownership, and is more particularly described in the introductory paragraph hereof.

2.16 Limited Common Elements means those common elements which are reserved for the use of a certain unit to the exclusion of other units, and for all purposes herein shall be treated as common elements as to the unit for which they are reserved.

2.17 Occupant means the person or persons, other than the unit owner, in possession of a unit or limited common elements.

2.18 Special Assessment means a share of the funds required for payment of common expenses which are unbudgeted or for which insufficient provision is made in the budget, occasioned for unforeseeable and fortuitous events, which from time to time may be assessed against the unit owners.

2.19 Unit or Residential Unit means a part of the condominium property which is subject to private ownership, to be used as a single family residence and as designated on the exhibits attached to this Declaration.

2.20 Unit Owner means the owner of a condominium parcel.

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

3. DEVELOPMENT PLAN AND IDENTIFICATION OF UNITS. The condominium property consists of the land, all easements and rights appurtenant thereto, and the buildings constructed thereon, comprising in total the units, common elements and limited common elements. The improvements on the land consist of two (2) 2-story buildings in which all of the units are located. One building, containing eleven (11) units, possesses five (5) units on the first floor (Units A through E, inclusive), and six (6) units on the second floor (Units F through K, inclusive). The second 2-story building contains two (2) units, Unit M on the first floor, and Unit L on the second floor. The condominium has thirteen (13) units in total.

The units have been created through the conversion of existing improvements to the condominium form of ownership. All units have been previously occupied, for the most part by transient tenants as vacation or seasonal residences.

3.1 Designation of Units. Each unit in the two (2) buildings of the condominium is designated alphabetically by letter, A through M, inclusive, for a total of thirteen (13) units. No unit bears the same alphabetical designation as any other unit.

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3.2 Unit Boundaries.

(a) Each unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor, and perimeter walls. All weight bearing walls and solid concrete columns located within a unit constitute part of the common elements up to the unpainted finished surface of the walls and columns. All doors, glass or otherwise, and screening which are part of or in the perimeter walls of a unit shall be deemed a part of the unit up to the exterior unfinished surface thereof.

(b) All pipes, wires, conduits and other utility lines, regardless of location, constitute part of the common elements, up to their outlets.

(c) The screened porch of any unit is a part of that unit. The boundary lines of each such screened porch are the interior vertical and horizontal surfaces thereof, and the exterior unpainted finished surface of the perimeter baluster or wall of any screened porch, but the Association, and not the unit owners, shall maintain and repair the exterior baluster or wall of any screened porch. The planes of all boundaries shall be extended to the point of intersection with other boundaries, if necessary.

(d) The ventilation chases and plumbing chases located within a unit are common elements. The boundary lines of each chase shall be the exterior unpainted surfaces thereof.

4. COMMON ELEMENTS. The common elements of the condominium consist of the Land and all other parts of the Condominium Property not within the apartments, including all tangible personal property used in the maintenance and operation of the condominium. Included within the meaning of Common Elements are the following:

(a) The ventilation chases, plumbing chases, and concrete columns within the units;

(b) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements;

(c) An easement of support in every portion of a unit which contributes to the support of the building;

(d) Installations for the furnishing of utility and other service to more than one unit or to the common elements or to a unit other than the unit containing the installation; and

(e) The condominium property which is not included within the units.

5. LIMITED COMMON ELEMENTS. Those areas reserved for the use of a certain unit to the exclusion of other units are designated as limited common elements, and are shown and located on Exhibit B, attached hereto. The limited common elements include the parking space serving a unit, air-conditioning and heating equipment servicing a unit and located outside of that unit, including air-conditioning compressors and ducts located outside the unit served.

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5.1 Responsibility of Unit Owners. The unit owner who has the right to the exclusive use of a limited common element, other than paved parking spaces, shall be responsible, at his cost and expense, for the maintenance, care, and preservation of the limited common element. The Association shall maintain and repair the exterior of the balusters or walls of the screened porches.

5.2 Responsibility of Association. Except as provided in 5.1 above and as elsewhere provided herein, any expense for the maintenance, repair or replacement relating to common elements shall be treated and paid for as a part of the common expenses of the Association. Should any maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, employees, and licensees, he shall be responsible therefor, and the Association shall have the right to levy an assessments against the owner's unit, which assessment shall have the same force and effect as all other assessments.

6. SURVEY, SITE PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS. Attached hereto as composite Exhibit B is a survey of the Land, graphic descriptions of the improvements in which units are located, a Plot Plan locating the common elements and limited common elements, and floor plans and cross sections for the units in the Condominium.

6.1 Surveyor's Certificate. Attached hereto as Exhibit A and incorporated herein by reference is the certificate of a surveyor authorized to practice in Florida certifying that the construction of the improvements is substantially complete so that Composite Exhibit B, together with the provisions of this Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

7. POSSESSION AND ENJOYMENT OF CONDOMINIUM PARCELS AND APPURTENANCES.

7.1 Condominium Parcels. Each condominium parcel is a separate parcel of real property, the ownership of which shall be in fee simple. Each condominium parcel includes the unit, the undivided share of the common elements which is appurtenant to that unit, and the interest of the unit in the limited common elements appurtenant thereto.

7.2 Appurtenances. There shall pass with each unit as appurtenances thereto, the following:

(a) An undivided share in the common elements;

(b) An undivided share in common surplus;

(c) An exclusive easement for the use of air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;

(d) Membership of each unit owner in the Association and the interests of each unit in the funds and assets held by the Association;

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(e) The right to use all of the common elements for their intended purposes, subject to the provisions of the Declaration, the By-Laws, and such reasonable rules and regulations as may from time to time be established by the Association; but no use shall hinder or encroach upon the lawful rights of other unit owners;

(f) The exclusive right to use such portion of the common elements as may be provided by this Declaration to be limited common elements appurtenant exclusively to the unit.

8. RESTRAINT UPON SEPARATION AND PARTITITION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The undivided share in the common elements and limited common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.

(a) A share in the common elements and limited common elements appurtenant to a unit may not be conveyed or encumbered except together with the unit;

(b) The shares in the common elements and limited common elements appurtenant to the units shall remain undivided, and no action for partition of the common elements or limited common elements shall lie.

9. PERCENTAGE OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES AND COMMON SURPLUS. The undivided share in the common elements appurtenant to each unit and the percentage of sharing common expenses and of owning common surplus attributable to each unit is shown on Exhibit C attached hereto and incorporated herein by reference. The respective undivided interests as set forth in Exhibit C have been carefully established, giving effect to numerous criteria, and cannot be changed, altered or amended except as provided in this Declaration and the Condominium Act.

10. TAX ASSESSMENTS. For the purposes of ad valorem taxation, the interest of the owner of a condominium parcel in his condominium unit and in the common elements shall be considered as a unit. The value of the unit shall be equal to the percentage of the value of the entire condominium, including land and improvements, as has been assigned to the unit as its undivided share of the common elements by this Declaration. The total of all of the percentages equals 100% of the value of all of the land and improvements thereon.

11. EASEMENTS. The following easements are hereby granted or reserved:

11.1 Easements for Unintentional Encroachments. Perpetual easements are granted and reserved for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If any part of the condominium property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.

11.2 Utility Easements. Easements are hereby granted and reserved for the Developer, unit owners, and the Association through the condominium property as may be required for utility service in order to serve the Condominium.

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11.3 Ingress and Egress. An easement is hereby granted and reserved to Developer, its successors or assigns, for pedestrian and vehicular traffic over, through, and across such portions of the common elements as may from time to time be intended and designated for such uses and purposes, for the use and benefit of the unit owners, their families and invitees, in obtaining ingress and egress for all such units to public rights of way.

12. MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS.

12.1 Membership. Every owner of a unit, whether he has acquired title by purchase from Declarant, Declarant's grantees, successors or assigns, or by gift, conveyance or operation of law, is bound to and hereby agrees that he shall accept membership in the Association and does hereby agree to be bound by this Declaration, the By-Laws of the Association and the rules and regulations enacted pursuant thereto, and the provisions and requirements of the Condominium Act and lawful amendments thereto. Membership is automatic upon acquisition of a unit and approval by the Association, and may not be transferred apart and separate from a transfer of the ownership of a unit. Membership shall automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

12.2 Voting Rights. There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the unit owners. If a unit is owned by more than one individual, the owners of said unit shall designate one of them as the voting member. If a unit is owned by a corporation, the Board of Directors of the corporation by duly passed resolution shall designate one of its officers or employees as the voting member. If a unit is owned by a partnership all of the partners by an appropriate resolution shall designate one of the partners as the voting member. If a unit is owned by more than one trustee, all of the trustees shall designate one of the trustees as the voting member. The By-Laws of the Association shall govern the proceedings to follow in designating an individual as the voting member of the unit. If one individual owns more than one unit, he shall have as many votes as the number of units that he owns. The vote of a unit is not divisible.

13. THE ASSOCIATION. The operation and management of the condominium property shall be by BOARDWALK OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. The Association shall have all of the powers and duties set forth in the Condominium Act, and all of the powers and duties granted to or imposed upon it by this Declaration, the Articles of Incorporation, and the By-Laws of the Association. A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits D and E, respectively, and incorporated herein by reference.

13.1 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be repaired and maintained by the Association or caused by the elements or other unit owners or persons.

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13.2 Notice of Contingent Liability. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

13.3 Control of the Association. The first Board of Directors of the Association shall remain in office, and Developer shall control the Association until all units in the condominiums have been sold and closed, or until Developer elects to turn over control, whichever shall first occur; provided, however, such term of office of the original Directors shall in no event extend beyond three (3) years after fifty per cent (50%) of said units have been sold and closed, or three (3) months after ninety per cent (90%) of such units have been sold and closed. Upon sale and closing of at least fifteen per cent (15%) of the units of this condominium, the unit owners other than Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors. Upon the occurrence of any of said events, a special meeting for the purpose of electing interim Directors will be held upon due and proper notice being given to all unit owners in accordance with applicable law and the By-Laws of the Association. The interim election and all subsequent elections shall take place in accordance with the procedures set forth in the By-Laws as applicable to regular meetings. An employee or an agent of a business entity owner, such as Developer, shall be eligible to serve as a Director of the Association. Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as Developer holds at least one (1) of the units in the condominium for sale in the ordinary course of business.

14. BY-LAWS. The operation of the Condominium shall be governed by the By-Laws of the Association. No modification of or amendment to the By-Laws shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage held by an Institutional Mortgagee covering any condominium parcel without the consent of said Institutional Mortgagee. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or title to the condominium parcels.

15. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. Responsibility for the maintenance of the condominium property and restrictions upon alterations and improvements thereof shall be as follows:

15.1 Common Elements.

(a) The maintenance and operation of the common elements shall be the responsibility of the Association and shall be a common expense;

(b) There shall be no material alteration or further substantial improvement of common elements without prior approval, in writing, by record owners of seventy-five per cent (75%) of all units. The cost of such alteration or improvement shall be a special assessment and so assessed.

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15.2 Units and Limited Common Elements.

(a) The Association shall maintain, repair and replace as a common expense:

(1) All portions of a unit contributing to the support of the building, which portions shall include but not be limited to the outside walls of the building, all fixtures on the exterior thereof, the perimeter baluster and walls abutting each screened porch, including the exterior surfaces thereon, boundary walls of a unit, floors and ceiling slabs, load-bearing columns and load-bearing walls, but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors;

(2) All conduits, plumbing (but not fixtures), wiring and other facilities for the furnishing of utility services which are contained in a unit but which service all or parts of the building other than the unit within which contained;

(3) Ventilation and plumbing chases that are common elements;

(4) All parking area pavement;

(5) All incidental damage caused to a unit by such work shall be promptly repaired by the Association.

(b) The responsibility of the unit owner shall include:

(1) To maintain, repair and replace, at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioning and heating equipment, including but not limited to condensers, compressors and evaporators whether located within or outside the unit; refrigerators, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings, including screened porch floor coverings, if any, and all other portions of his unit and limited common elements appurtenant thereto, except the portions specifically to be maintained, repaired and replaced by the Association.

(2) To refrain from enclosing, painting or otherwise decorating or changing the appearance of any portion of the exterior of the condominium building, or the screened porch appurtenant to the unit, including, but not limited to, screened porch floor coverings, if any, screening, windows, window coverings, and exterior doors, without the written approval of the Association.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

15.3 Enforcement of Maintenance. In the event the owner of a unit fails to maintain the property as required above, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of

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equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit for the necessary sums to put the improvement within the unit in good condition, and to collect assessments and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and do the necessary work to enforce compliance with the above provisions.

15.4 Alteration and Improvement. A unit owner may make such alteration or improvement to his unit at his sole and personal costs as he may be advised, provided all work shall be done without unduly disturbing the rights of other unit owners; provided, however, nothing herein shall be construed to limit, modify or derogate the right of Developer. Except as herein reserved to Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit or the buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of the unit or building without first obtaining approval in writing of owners of all other units in the building. A copy of plans for all such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the start of the work.

15.5 Association's Right of Access. The Association shall have the irrevocable right of access to all units from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or another unit.

16. ASSESSMENTS. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses to be paid by the Association. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of such voluntary conveyance.

16.1 No Avoidance By Waiver of Use. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or services, or by abandonment of the unit for which the assessment was made.

16.2 Interest in Default. Assessments and installments thereon, not paid when due, shall bear interest from the date when due until paid at the rate of eighteen per cent (18%) per annum. In the event the unit owner shall be more than thirty (30) days delinquent in the payment of any assessment, the Board of Directors, at its discretion, may upon five (5) days' written notice to the unit owners, declare due and payable all assessments applicable to such unit for the fiscal year of the Association in which the delinquency occurs.

16.3 Lien for Unpaid Assessments. The Association shall have a lien on each condominium parcel and all tangible personal property located within said parcel for the amount of any unpaid assessments, and interest thereon, until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien, including such fee in connection with

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any appellate proceedings arising out of any suit for collection or enforcement, and further including costs of collection. Such liens shall be executed and recorded in the Public Records of St. Lucie County, Florida, in the manner provided by the Condominium Act, but such liens shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. The lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.

16.4 Foreclosure of Lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of mortgage on real property, as more fully set forth in the Condominium Act. The Association may, at any sale, bid in the sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.

16.5 Liability of Institutional Mortgagees. If an Institutional Mortgagee obtains title to a condominium parcel as a result of foreclosure of the first mortgage, or as a result of a deed or other arrangements in lieu of foreclosure of the first mortgage, the Institutional Mortgagee, its successors or assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel applicable to the time prior to acquisition of title as a result of the foreclosure or deed or other arrangements in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, and his successors and assigns. No other sale or transfer shall relieve any unit from liability for any assessments due, nor from the lien of any such subsequent assessment. The written statement of the Association that the lien is subordinate to the institutional mortgage or that the unit is not subject to the assessment shall be dispositive of any question pertaining thereto.

16.6 Liability of Others. Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record (or deed or other arrangements in lieu thereof), as specifically provided in the subparagraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of a unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

16.7 Assignment of Claim by Association. 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 assessments to Developer or to any unit owner or group of unit owners, or to any third party.

16.8 No Abridgement of Rights of Institutional Mortgagees. Nothing herein shall abridge or limit the rights or responsibilities of an Institutional Mortgagee of a unit, as set out herein or in the statutes made and provided for same.

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16.9 Budget. The Board of Directors of the Association shall approve the annual budget for this Condomminium in advance for each fiscal year, which budget shall be in the form prescribed by the By-Laws of the Association.

17. LIENS. No liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

17.1 Consent of Unit Owners. Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit, such labor or materials may not be the basis for the filing of a lien against the unit. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless such labor performed or materials furnished was authorized by the Association, in which event the same might be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

17.2 Partial Release of Lien. In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

18. PROVISIONS GOVERNING THE ALIENATION AND MORTGAGE OF UNITS. In order to maintain a community of congenial residents who are financially responsible and to protect the value of the units, the transfer of units by an owner other than Developer shall be subject to the following provisions so long as the Condominium exists and the improvements, in useful condition, exist upon the Land, which provisions each unit owner covenants to observe:

18.1 Transfers Subject to Approval

(a) Sale. No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association, except to another unit owner.

(b) Gift, Devise or Inheritance. If a unit owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of a unit shall be subject to the approval of the Association, unless he is already a unit owner approved by Association or Developer.

18.2 Approval by Association. The approval of the Association is required for the transfer of ownership of a unit falling within Paragraph 18.1 and shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A unit owner intending to make a bona fide sale of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the proposed purchaser, the purchase price and terms, and such other information concerning the porposed purchaser as the Association may reasonably require and an executed copy of the proposed

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contract to sell. Such notice, at the unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved, provided, the proposed purchaser qualifies as a unit owner in accordance with this Declaration and the Rules and Regulations promulgated by the Association.

(2) Gift, Devise, or Inheritance; Other Transfers. Any unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(3) Failure to Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transfer or event transferring ownership or possession of a unit, the Association at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it has received the required notice on the date of such disapproval.

(4) Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser or as relates to the "new owner" in the case of a transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to responsibly investigate the intended purchaser or "new owner" within the time limits extended to the Association for that purpose as hereinafter set forth and which application shall be completed and submitted to the Association along with and as an integral part of the notice. A reasonable fee not to exceed Fifty Dollars ($50.00) may be charged to the transferor of a unit for the purpose of defraying the cost of investigation and the costs associated with granting approval, changing books and records and other matters associated with a transfer.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be transmitted to the seller in writing within the aforesaid fifteen (15) day period, and failure to do so shall constitute approval of the sale. If approved, the approval shall be stated in a certificate executed by the President or Vice-President of the Association, which shall be recorded in the public records of St. Lucie County, Florida, at the expense of the seller.

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(2) Gift, Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. Such approval or disapproval shall be transmitted to the owner in writing within the aforesaid fifteen (15) day period, and failure to do so shall constitute approval of the ownership. If approved, the approval shall be stated in a certificate executed by the President or Vice-President of the Association, which shall be recorded in the public records of St. Lucie County, Florida, at the expense of the unit owner.

18.3 Disapproval by Association. The Association may disapprove the transfer of ownership of a unit if the transferee does not qualify to be a unit owner pursuant to this Declaration by delivering or mailing to the transferor, within ten (10) days after receipt of the notice of intent to transfer, notice of the disapproval and the grounds therefor. If the Association shall otherwise disapprove a transfer of ownership of a unit, the matter shall be disposed of in the following manner:

(a) Sale. In a sale transaction, and if the notice of sale given by the Unit owner shall so demand, then within fifteen (15) days after receipt of such notice and information, the Association shall deliver or mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) The price to be paid shall be the bona fide price stated in the disapproved contract to sell, and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction. If a question arises as to whether or not the sale price is a bona fide price, the question shall be resolved by having the price 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 the average of their appraisals of the unit.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after determination of the sale price if such is by arbitration, whichever is later.

(4) A certificate of the Association executed by its President or Vice-President approving the purchaser shall be recorded in the public records of St. Lucie County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon demand of the unit owner in the manner

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provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of St. Lucie County, Florida, at the expense of the seller.

(b) Gift, Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within fifteen (15) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between Seller and Purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price 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 the average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) A certificate of the Association executed by its President or Vice-President and approving the Purchaser shall be recorded in the public records of St. Lucie County, Florida, at the expense of the Purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of St. Lucie County, Florida, at the expense of the unit owner.

18.4 Mortgage. No unit owner may mortgage the unit, or any interest in it, without the approval of the Association, except to an Institutional Mortgagee, as defined herein, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be withheld by the Association.

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18.5 Exceptions. The foregoing provisions of this Paragraph 18 shall not apply in the following instances:

(a) A transfer to or purchase by an Institutional Mortgagee, that acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed or other conveyance from the mortgagor, his successors or assigns, or through foreclosure proceedings.

(b) A transfer or sale by an Institutional Mortgagee that so acquires its title as set forth in 18.5(a).

(c) When a purchaser acquires title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

(d) The sale or transfer of any unit to or by Developer.

18.6 Unauthorized Transactions. Any sale or mortgage not authorized pursuant to the terms of this Declaration shall be void unless subsequently expressly approved by the Association.

19. USE AND OCCUPANCY RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions as long as the Condominium exists:

19.1 Units. Each unit shall be occupied and used by a family, its servants and guests, as a single-family residence and for no other purpose.

19.2 Common Elements. The 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 units.

19.3 Pets. In the absence of duly promulgated rules and regulations of the Association to the contrary, no pets may be kept in units of this condominium other than tropical fish, birds of household variety, or dogs or cats under the weight of twenty (20) pounds.

19.4 Nuisances. No use or practice which is either an annoyance to unit owners or an interference with the peaceful possession and proper use of the Condominium Property by the unit owners shall be allowed. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

19.5 Insurance. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the Condominium Property.

19.6 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property. 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 maintenance and repair of the property concerned.

19.7 Exteriors. No change shall be made in the color of any exterior window, door, storm or hurricane shutter, glass or screen of a unit, except with the prior written consent of the Board of Directors of the Association.

19.8 Alteration of Units. No unit owner shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit such removal if the partition is not a load bearing partition and if removal of the partition does not interfere with any common utility source.

19.9 Noise Abatement. No noise shall be permitted to be transmitted from one unit to another. In the event the Board of Directors of the Association determines that any noise is being transmitted from one unit to another unit and that such noise is unreasonable, the owner of such unit shall, at his own expense, take such steps as shall be necessary to abate the noise to the satisfaction of the Board of Directors of the Association. In the event the owner of the unit fails to abate the noise, the Board of Directors shall take such steps as shall be necessary to abate such noise, and any expenses incurred by the Association in abating the noise, including reasonable attorney's fees, shall be the responsibility of the owner of such unit.

19.10 Signs, Antenna and Aerials. No signs, advertisements or notices of any type shall be displayed on the condominium property and no exterior aerial or antenna shall be placed on the condominium property unless the Board of Directors of the Association consent in writing thereto.

19.11 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association.

20. INSURANCE. Insurance, other than title insurance, that shall be carried upon the condominium property and the personal property of the unit owners shall be governed by the following provisions.

20.1 Authority to Purchase. All insurance policies upon the condominium property and the property of the Association shall be purchased by the Board of Directors of the Association. The named insured shall be the Insurance Trustee designated by the Association, individually and as agent for the Association, the unit owners, without naming them, and their mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. The policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated by the Association. All policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expenses. The Insurance Trustee may be any bank in Florida with trust powers, as may be designated by the Board of Directors of the Association.

20.2 Coverage.

(a) Liability. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium and all property of the Association, and insuring the Association and the unit owners as their interests may appear, in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be Five Hundred Thousand Dollars ($500,000.00). Said insurance shall include, but not be limited to, hired and non-owned automobile coverage and a cross-liability endorsement to cover liabilities of the unit owners as a group to an individual unit owner.

(b) Casualty Insurance. The Board of Directors of the Association shall obtain fire and extended coverage insurance, and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including property owned by the Association, in and for the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurance replacement value of the property, as determined annually by the Board of Directors of the Association.

(c) Workmen's Compensation. The Board of Directors of the Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law.

(d) Flood. The Board of Directors of the Association shall obtain flood insurance to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law.

(e) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as the Board of Directors of the Association shall determine from time to time as to be desirable.

(f) Subrogation Waiver. If available, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurer waives its right to subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests.

(g) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Paragraph 20 shall be assessed against and collected from unit owners as a common expense.

20.3 Shares of Proceeds. All insurance policies purchased by the Board of Directors of the Association shall be for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Insurance Trustee. The Insurance Trustee shall be designated by the Board

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of Directors of the Association either prior to or at the time an insured loss occurs. The Insurance Trustee shall neither be liable for payment of the premiums, the renewal or the sufficiency of policies, nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the benefit of the Association, the unit owners and their mortgagees, in the following shares, which shares need not to be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damaged common elements - an undivided share for each unit, such share being the same as the undivided share in the common elements appurtenant to the unit.

(b) Property (Real and Personal) of the Association. Proceeds on account of damaged property of the Association, an undivided share for each unit, such share being the same as the undivided share in the common elements appurtenant to the unit.

(c) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be restored - an undivided share for each unit in the building, such share being the same as the undivided share in the common elements appurtenant to the unit.

(d) Mortgagees. In the event a mortgagee endorsement has been issued regarding a unit, the share of the unit shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

20.4 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trust shall be paid first, or provisions made for such payment.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as hereinafter provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit

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of any mortgagee of a unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the condominium property has been properly landscaped. In the event of loss or damage to personal or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal or real property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as common surplus.

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Board of Directors of the Association, as to the names of the unit owners and their respective shares of the distribution; provided, however, that such certificates shall not be binding insofar as Institutional Mortgagees of units are concerned. The Insurance Trustee shall obtain appropriate certificates from all such Mortgagees prior to any disbursement to owners or mortgagees.

20.5 Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each unit owner and for each owner of any other interest in the condominium property, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Board of Directors or the Association, and to execute and deliver releases therefor upon payment of claims.

20.6 Mortgagee's Right to Advance Premiums. Should the Association fail to pay insurance premiums when due, or should the Association fail to comply with other insurance requirements set forth in this Declaration, the Institutional Mortgagee holding the greatest dollar volume of unit mortgages shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said Institutional Mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such items of common expense.

21. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

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

(a) Common Elements. If the damaged improvements is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner

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hereinafter provided that the Condominium shall be terminated.

(b) Property (Real and Personal) of the Association. If the damaged improvement is property owned (in whole or part) by the Association, the damaged property shall be reconstructed or repaired unless it is determined in the manner hereinafter provided that the Condominium shall be terminated.

(c) Condominium Buildings Containing Units.

(1) Lesser Damage. If the damaged improvement is a building, and if units to which fifty per cent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined by agreement in the manner hereinafter provided that the Condominium shall be terminated.

(2) Substantial Damage. If the damaged improvement is a building, and if units to which more than fifty per cent (50%) of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as hereinafter provided, unless within sixty (60) days after the casualty the owners of units to which more than seventy-five per cent (75%) of the common elements are appurtenant agree in writing to such reconstruction or repair.

(d) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

21.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association and by the owners of units to which more than seventy-five per cent (75%) of the common elements are appurtenant, including the owners and Institutional Mortgagees of all damaged units, which approval shall not be unreasonably withheld.

21.3 Responsibility. If the damage is only to those parts of units for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility for reconstruction and repair after casualty shall be that of the Association.

21.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bond as the Board of Directors may require.

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21.5 Special Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all unit owners in proportion to their shares in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair are insufficient, assessments shall be made against the unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to common elements shall be in proportion to the units' shares in the common elements. Such assessments on account of damage to units shall be in proportion to the shares of insurance proceeds attributable to each damaged unit if a building is to be restored, as set forth in Paragraph 20.3(c) of this Declaration.

21.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which are the responsibility of the Association are more than Five Thousand Dollars ($5,000.00) then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand Dollars ($5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an Insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand Dollars ($5,000.00), then the reconstruction fund shall be disbursed in payment of such costs in the manner required by the Board of

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Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Unit Owners. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owners, or if there is a mortgagee endorsement as to such unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner hereinbefore stated; except, however, that the part of a distribution to a unit which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid, provided, that when a mortgagee is required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided, that when the Association or a mortgagee which is the beneficiary of any insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association before disbursements in payment of costs of reconstruction and repair.

21.7 Equitable Relief. In the event of major damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of equity, having jurisdiction in and for St. Lucie County, Florida, for equitable relief which may, but need not necessarily, include a termination of the Condominium and a partition thereof.

22. TERMINATION OF CONDOMINIUM. The condominium may be terminated in the following manner in addition to any manner provided by the Condominium Act.

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22.1 Destruction. If it is determined in the manner elsewhere provided herein that the building shall not be reconstructed because of substantial damage, the condominium plan of ownership shall be terminated without agreement.

22.2 Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of units and all record owners of mortgages on units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of such meeting shall give notice of the proposed termination, and if the approval of the owners of units to which more than seventy-five per cent (75%) of the common elements are appurtenant, and of the record owners of all mortgages upon the units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased an agreement to purchase signed by the record owners of the units that will participate in the purchase. The agreement shall indicate which units will be purchased by each participating owner and shall require the purchase of all units owned by owners not approving the termination. The agreement shall effect a separate contract between each seller and purchaser.

(b) Price. The sale price of each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it 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 the average of their appraisals of the units. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the pruchasers.

(c) Payment. The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the purchase price.

22.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of St. Lucie County, Florida.

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22.4 Shares of Owners After Termination. After termination of the condominium, the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' respective units prior to the termination.

22.5 Amendment. This Article concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon the units.

23. AMENDMENT TO DECLARATION. This Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of seventy-five per cent (75%) of the total number of votes to which the unit owners present and voting shall be entitled. Such amendment shall be duly recorded in compliance with requirements of the Condominium Act.

23.1 Alteration of Units. No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record title owner of the unit and all record title owners of liens on the unit join in the execution of the amendment.

23.2 Required Approval. No provision of this Declaration or of the exhibits hereto which requires in order to be effective, operational or enacted, a vote of the unit owners greater than that required in Paragraph 23 above, shall be changed by any amendment to this Declaration or to the exhibits hereto insofar as they pertain to said provision(s) unless in addition to all other requirements of Paragraph 23 being met, said change shall be approved by a vote of the membership not less than that required by this Declaration or exhibits hereto, whichever shall be applicable, to effect such provision.

23.3 Rights of Institutional Mortgagees. No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Condominium parcel, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the parcel, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

23.4 Non-Material Errors and Omissions. Notwithstanding anything to the contrary contained in this Declaration, Developer expressly reserves the right to amend this Declaration so as to correct any errors or omissions not materially adversely affecting the rights of the unit owners, lienors or Institutional Mortgagees, and such right shall exist until one year from the date of the recording of this Declaration in the public records of St. Lucie County, Florida. Such amendment need not be approved by the Association unit owners, lienors or Institutional Mortgagees of units of the Condominium whether or not elsewhere required for amendments.

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23.5 Discrimination. No amendment shall discriminate against any unit owner or against any unit or class or group of units, unless the owner so affected shall consent.

23.6 Reserved Right of Developer. Notwithstanding anything to the contrary contained in this Declaration, Developer expressly reserves the right to amend this Declaration at any time during the course of registration of this Condominium in any state in order to accomplish a successful registration of this Condominium in that state, provided, said amendment does not materially adversely affect the rights of the unit owners, lienors of record, or Institutional Mortgagees. Such amendment need not be approved by the Association, unit owners, lienors or Institutional Mortgagees of units of the Condominium whether or not elsewhere required for amendments.

23.7 Developer Consent Required. As long as Declarant has title to any unit, no amendment shall be made to this Declaration or any exhibits hereto, unless Developer shall consent in writing to the amendment, which consent may be withheld by Developer for any reason.

24. REGISTRY OF OWNERS AND MORTGAGEES. The Association shall at all times maintain a registry setting forth the names of the owners of units. In the event of a sale or transfer of a condominium unit, the purchaser or transferee shall notify the Association in writing of his interest in such condominium unit together with the recording information of the instrument by which such purchaser or transferee has acquired his interest in the unit. Each unit owner shall notify the Association of all mortgages encumbering a condominium unit and any transfer thereof, the amount of such mortgages, and the recording information for the mortgages. The holder of a mortgage encumbering a condominium unit may notify the Association of the existence of such mortgage, and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the mortgage.

25. NOTICE TO AND RIGHTS OF INSTITUTIONAL MORTGAGEES.

25.1 Casualty. In the event of any substantial damage or destruction to a unit or any part of the common elements, Institutional Mortgagees will be entitled to timely notice of such damage or destruction.

25.2 Default. In the event a unit owner shall be in default in the payment of any assessments as provided for herein, and said default shall not be cured within thirty (30) days, the Association shall cause notice of such default to be given to any Institutional Mortgagee of the unit.

25.3 Condemnation. In the event any portion of the condominium property is made the subject matter of a condemnation proceeding, all Institutional Mortgagees shall be entitled to timely written notice of such proceeding.

25.4 Rights of Institutional Mortgagees. An Institutional Mortgagee shall, upon request, be entitled to:

(a) Inspect the books and records of the Association;

(b) Receive an annual financial statement of the Association within ninety (90) days following the end of the fiscal year;

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(c) Receive written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings; but said representative shall have no right to participate or vote at said meeting.

26. MISCELLANEOUS.

26.1 Developer's Rights. Notwithstanding any other provision in this Declaration, Developer is irrevocably empowered to sell condominium units on any terms to any purchaser for as long as it owns any unit in the Condominium. Developer shall have the right to transact any business necessary to consummate sales of said units, including, but not limited to, the right to maintain model apartments, have signs, employees, and offices, use the common elements and show units. Sales office signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

26.2 Limitation of Liability.

(a) The liability of the owner of a unit for common expenses shall be limited to the amounts for which it is assessed from time to time in accordance with the Declaration and exhibits.

(b) The owner of a unit may be personally liable for acts or omissions of the Association in connection with the use of the common elements but only to the extent of his prorata share of his interest in the common elements and then in no case in an amount greater than the value of his unit. A unit owner shall be liable for injuries or damages resulting from an occurrence in his own unit to the same extent and degree that the owner of a house would be liable for an occurrence within his house.

26.3 Remedies for Violation. Each unit owner shall be governed by and conform with the Declaration and exhibits hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. Should the Association or any unit owner find it necessary to bring court action to bring about compliance with the law, this Declaration, or the exhibits hereto, upon a finding by the court that the violation complained of is willful and deliberate, the owner so violating shall reimburse the party bringing suit for reasonable attorney's fees (including appellate attorney's fees) incurred by it in bringing such action, as determined by the court.

26.4 Covenants run with the Land. All provisions of the Declaration and exhibits attached hereto, and amendments thereof, shall be construed as covenants running with the land, and of every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto, and every unit owner and occupant of the property or any part thereof, or if any interest therein, and his heirs, personal representatives, successors and assigns, shall be bound by all of the privisions of the Declaration and exhibits hereto and any amendments thereof.

26.5 Severability. If any of the provisions of this Declaration, By-Laws or Articles of Incorporation of the Association, or of the Condominium Act, or any article, section, clause, phrase, word, or the application thereof, in any circumstances

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE (305) 461 5020

is held invalid, the validity of the remainder of this Declaration, By-Laws, Articles of Incorporation, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase, or word, in other circumstances, shall not be affected thereby.

26.6 Notices. Except when expressly provided otherwise, whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the Condominium, unless a unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notice. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the Condominium, or in case of the Secretary's absence, then the President of the Association at his residence in the Condominium, and in his absence, any member of the Board of Directors of the Association.

(a) Notices to the Developer shall be delivered by mail to: 715 South Ocean Drive, Fort Pierce, FL 33450.

(b) All notices shall be deemed and considered sent when mailed. Any party may change his mailing address by written notice, duly receipted for. Notices required to be given to personal representatives of a deceased owner, or devisee when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

(c) The change of the mailing address of any party, as specified herein, shall not require an amendment to this Declaration.

26.7 Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

26.8 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration or exhibits hereto.

IN WITNESS WHEREOF, K. M. BROOKS and LOUISE M. SPARKS have executed this instrument, on this, the 6th day of January, 1983.

Signed, sealed and delivered in the presence of:

Evelyn Lewis
Ann W. Lewis

Evelyn Lewis
Ann W. Lewis

K. M. Brooks (Seal)
K. M. Brooks

Louise M. Sparks (Seal)
Louise M. Sparks

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE (305) 461 5020

JOINDER OF MORTGAGEE

ROYAL TRUST BANK OF MIAMI, N.A., an association organized under the laws of the United States, 627 S.W. 27th Avenue, Miami, Florida 33135, hereinafter called the Mortgagee, the owner and holder of a mortgage upon lands in St. Lucie County, Florida, which mortgage is dated August 5, 1977, and is recorded in O. R. Book 272 at page 1615 of the public records of St. Lucie County, Florida, joins in the making of the foregoing Declaration of Condominium for BOARDWALK CONDOMINIUM, and the Mortgagee agrees that the lien of its mortgage, with respect to that portion of the mortgaged property included within the Declaration, shall be upon the following described property in St. Lucie County, Florida:

All of the Units of BOARDWALK CONDOMINIUM, according to the Declaration of Condominium

TOGETHER WITH all of the appurtenances of the units, including but not limited to all of the undivided shares of the common elements.

DATED this _____ day of January, 1983.

ROYAL TRUST BANK OF MIAMI, N.A.

By_____
Vice-President

(Corporate Seal)

Signed, sealed and delivered
in the presence of:

_____

_____

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this _____ day of January, 1983, by JACOB L. DORN, Vice-President of ROYAL TRUST BANK OF MIAMI, N.A., an association organized under the laws of the United States, on behalf of the corporation.

_____
Notary Public, State of Fla. at Large
My Commission Expires:_____

FEE, FEE, KOBLEGARD, TEEL & KENNEY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE 305/461-2626

BOARDWALK CONDOMINIUM

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA

COUNTY OF ST. LUCIE

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared CARL DE SHAY, who, after being first duly cautioned and sworn, deposes and says as follows:

1. That I, CARL DE SHAY, am a duly licensed Surveyor under the laws of the STATE OF FLORIDA, R.L.S. No. 3477.

2. This Certificate is made as to BOARDWALK CONDOMINIUM, located at Fort Pierce, Florida.

3. The construction of the improvements comprising the condominium is complete so that the materials that comprise Exhibit "B" to the Declaration of Condominium, together with the provisions of said Declaration describing the Condominium property, are an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the Common Elements within the Condominium can be determined from the materials.

4. Further, Affiant sayeth not.

Carl De Shay - Florida Registered
Land Surveyor No. 3477

Sworn to and subscribed before me
this 31 day of September, 1982.

Notary Public, State of Fla. at Large
My Commission Expires: June 21 1986

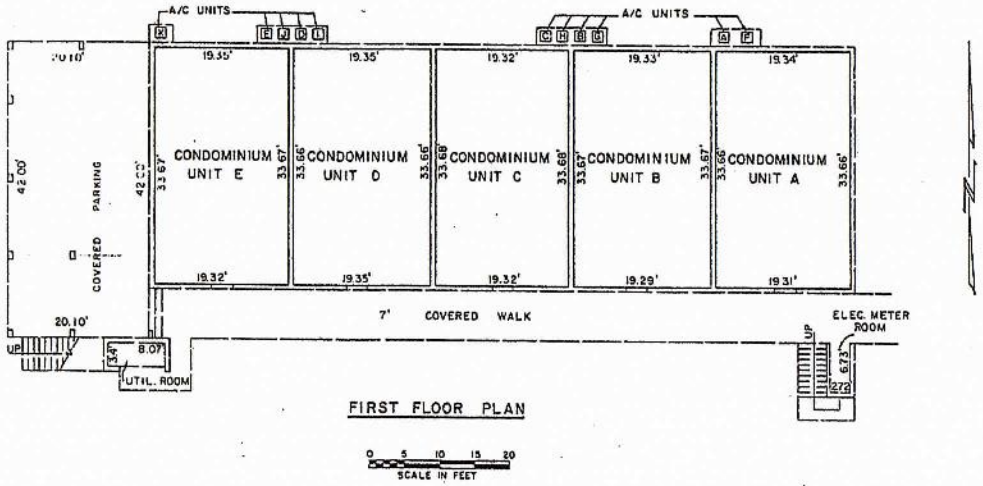
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 21 1986
BONDED THRU GENERAL INSURANCE UNDERWRITERS

UNIT PLANE ELEVATION SCHEDULE

	FINISHED FLOOR	FINISHED CEILING
UNITS A, B, C, D, E	9.24	17.24

NOTES :

1. ELEVATION REFER TO NATIONAL GEODETIC VERTICAL DATUM.
2. ——— INDICATES LIMITS OF CONDOMINIUM UNIT BOUNDARY
3. — — — INDICATES LIMITS OF COMMON ELEMENTS
4. [A]— A/C UNITS – INDICATES AIR CONDITIONING UNIT LOCATED ON GROUND LEVEL, ANNEXED TO AND MADE PART OF CORRESPONDING CONDOMINIUM UNIT



FIRST FLOOR PLAN

BOARDWALK CONDOMINIUM

ARTHUR V. STROCK & ASSOCIATES, INC.

CARL DE SHAY
REGISTERED LAND SURVEYOR NO. 3477
STATE OF FLORIDA

EXHIBIT B(II) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

Arthur V. Strock & Associates, Inc.
engineers • planners • surveyors deerfield beach • delray beach, fla.

PROJECT: BOARDWALK CONDOMINIUM

DRAWING NUMBER: 1 of 4

DRAWN BY: JK

CHECKED BY:

DATE: 5-18-62

SCALE: 1"=30'-0"

SHEET: 2 OF 4

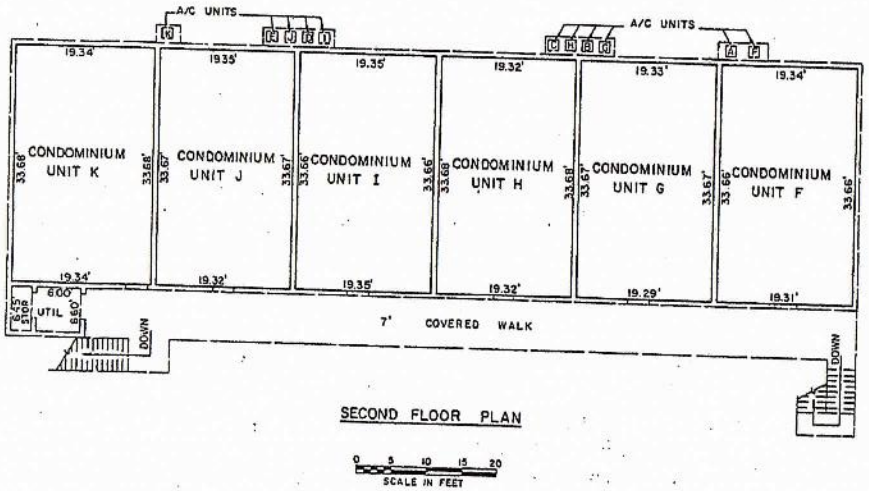
JOB NO: 7505.00

EXHIBIT B(ii)

UNIT PLANE ELEVATION SCHEDULE

	FINISHED FLOOR	FINISHED CEILING
UNITS F,G,H,I,J,K	18.26	26.26

NOTES:
1. ELEVATION REFER TO NATIONAL GEODETIC VERTICAL DATUM.
2. ———— INDICATES LIMITS OF CONDOMINIUM UNIT BOUNDARY.
3. – – – – INDICATES LIMITS OF COMMON ELEMENTS.
4. [A]— A/C UNITS - INDICATES AIR CONDITIONING UNIT LOCATED ON GROUND LEVEL, ANNEXED TO AND MADE PART OF CORRESPONDING CONDOMINIUM UNIT.



SECOND FLOOR PLAN

0 5 10 15 20
SCALE IN FEET

BOARDWALK CONDOMINIUM

EXHIBIT B(iii) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

ARTHUR V. STROCK & ASSOCIATES, INC.

CARL DE SHAY
REGISTERED LAND SURVEYOR NO. 3477
STATE OF FLORIDA

Arthur V. Strock & Associates, Inc.
engineers • planners • surveyors deerfield beach • delray beach, fla.

PROJECT: BOARDWALK CONDOMINIUM
DRAWING NUMBER: 19345 m 1
DRAWN BY: DATE: 5-18-82
CHECKED BY:
SHEET 3 OF 5
CONT. NO. 76015 00

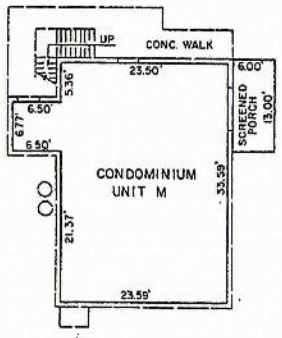
EXHIBIT B(iii)

UNIT PLANE ELEVATION SCHEDULE

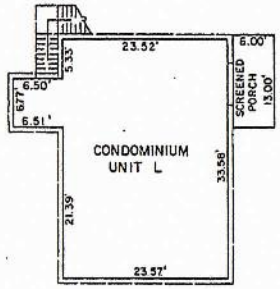
	FINISHED FLOOR	FINISHED CEILING	FINISHED PORCH
UNIT M	7.56	15.56	7.04
UNIT L	16.66	24.66	16.26

NOTES :

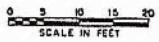
1. ELEVATION REFER TO NATIONAL GEODETIC VERTICAL DATUM.
2. ——— INDICATES LIMITS OF CONDOMINIUM UNIT BOUNDARY
3. — — — INDICATES LIMITS OF COMMON ELEMENTS
4. A/C UNITS — INDICATES AIR CONDITIONING UNIT LOCATED ON GROUND LEVEL, ANNEXED TO AND MADE PART OF CORRESPONDING CONDOMINIUM UNIT.



FIRST FLOOR PLAN



SECOND FLOOR PLAN



BOARDWALK CONDOMINIUM

ARTHUR V. STROCK & ASSOCIATES, INC.

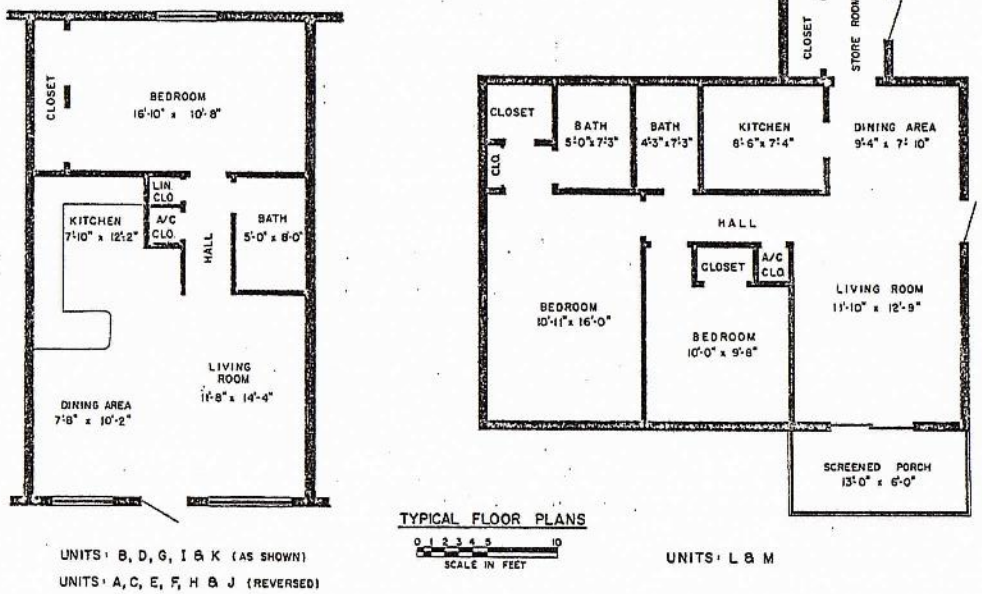
CARL DE SHAY
REGISTERED LAND SURVEYOR NO. 3477
STATE OF FLORIDA

EXHIBIT B (Iv) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

Arthur V. Strock & Associates, Inc.
engineers • planners • surveyors deerfield beach • delray beach, fla.

PROJECT: BOARDWALK CONDOMINIUM
DRAWING NUMBER: 16,345 m-1
DRAWN BY: DATE: 5-18-82
CHECKED BY:
SHEET: 4 OF 5
COMM NO: 7616.00

EXHIBIT B (iv)



UNITS: B, D, G, I & K (AS SHOWN)
UNITS: A, C, E, F, H & J (REVERSED)

TYPICAL FLOOR PLANS

0 1 2 3 4 5 10
SCALE IN FEET

UNITS: L & M

BOARDWALK CONDOMINIUM

EXHIBIT B(v) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

ARTHUR V. STROCK & ASSOCIATES, INC.

CARL DE SHAY
REGISTERED LAND SURVEYOR NO. 3477
STATE OF FLORIDA

Arthur V. Strock & Associates, Inc.
engineers • planners • surveyors deerfield beach • delray beach, fla.

PROJECT: BOARDWALK CONDOMINIUM
DRAWING NUMBER: 2345 pr. 1
DRAWN BY: DE
CHECKED BY:
DATE: 5-18-82
SHEET 5 OF 5
FORM NO 7506.00

EXHIBIT B (v)

BOARDWALK CONDOMINIUM

DIVISION OF COMMON ELEMENTS

UNIT NUMBER	PERCENTAGE
L	10.07
M	10.07
A	7.26
B	7.26
C	7.26
D	7.26
E	7.26
F	7.26
G	7.26
H	7.26
I	7.26
J	7.26
K	7.26
	100.00%

EXHIBIT C

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE (305) 461 5020

ARTICLES OF INCORPORATION

OF

BOARDWALK OWNERS ASSOCIATION, INC.

A Non-Profit Florida Corporation

WE, the undersigned, acknowledge and file in the office of the Secretary of State of the State of Florida, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, these Articles of Incorporation. As used herein, terms defined in the Declaration of Condominium for BOARDWALK CONDOMINIUM shall mean the same herein.

ARTICLE I

NAME

The name of the corporation shall be BOARDWALK OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association" or "Corporation".

ARTICLE II

PURPOSE

In accordance with the provisions of Chapter 718, Florida Statutes (1981), the "Condominium Act", a condominium will be created from existing apartment buildings upon certain lands in St. Lucie County, Florida, to be known as: BOARDWALK CONDOMINIUM (the Condominium), according to the Declaration of Condominium (the "Declaration") to be recorded in the public records of St. Lucie County, Florida. This Corporation is organized for the purpose of operating, governing, administering and managing the properties and affairs of the Condominium and to exercise all powers and discharge all the responsibilities granted to it as a corporation under the laws of the State of Florida, the By-Laws of the Corporation, these Articles, the Declaration and the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in this Corporation's capacity as a condominium association.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration, and all the powers conferred by the Condominium Act upon a condominium association, and all the powers set forth in the Declaration which are lawful.

Section 2. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1030
FORT PIERCE, FLORIDA 33454
Telephone (305) 461-3020

(1) To operate and manage the Condominium and condominium properties in accordance with the purpose and intent contained in the Declaration;

(2) To make and collect assessments against members to defray the costs of the Condominium and to refund common surplus to members;

(3) To use the proceeds of assessments in the exercise of its powers and duties;

(4) To maintain, repair, replace and operate the condominium properties;

(5) To reconstruct improvements upon the condominium properties after casualty and to further improve the properties;

(6) To make and amend By-Laws for the Association and regulations respecting the use of the condominium properties;

(7) To approve or disapprove the proposed purchasers and mortgagees of condominium units as required by the Declaration;

(8) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the regulations for the use of the condominium properties;

(9) To collect for the management and maintenance of the condominium and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the common elements. The association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the association.

Section 3. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents. No part of the income, if any, of the Association shall be distributed to the members, directors, and officers of the Association.

Section 4. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration which govern the use of the condominium properties.

ARTICLE IV

MEMBERS

Section 1. All unit owners of the Condominium shall automatically be members of the Association, and their membership shall automatically terminate when they are no longer owners of a unit. If a member should sell his unit under the

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ATTORNEYS AT LAW
POST OFFICE BOX 1088

provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and may not be issued.

Section 2. Each unit owner is entitled to one vote for each unit owned by him. A corporation or several individuals owning a unit shall designate a voting agent for the unit(s) which they own, as set forth in the Declaration and By-Laws.

Section 3. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated, or transferred in any manner except as an appurtenance to his unit.

ARTICLE V

EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE VI

SUBSCRIBERS

The names and addresses of the subscribers hereto are as follows:

Name	Address
K. M. Brooks	715 S. Ocean Drive Fort Pierce, Florida 33450
Louise M. Sparks	715 S. Ocean Drive Fort Pierce, Florida 33450
Frank H. Fee, III	401-A S. Indian River Drive Fort Pierce, Florida 33450

ARTICLE VII

DIRECTORS

Section 1. The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) Directors.

Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at regular annual meetings of the membership of the Association, in the manner set out by the By-Laws. Directors shall be elected to serve for a term of one (1) year. In the event of a vacancy, the remaining director(s) shall appoint a replacement to serve the balance of the term.

Section 8. The following persons shall constitute the first Board of Directors, and shall hold office and serve until removed or until their successors are elected at the first regular meeting of the members:

Name	Address
K. M. Brooks	715 S. Ocean Drive Fort Pierce, FL 33450
Louise M. Sparks	715 S. Ocean Drive Fort Pierce, FL 33450
Frank H. Fee, III	401-A S. Indian River Dr. Fort Pierce, FL 33450

ARTICLE VIII

OFFICERS

Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of the Board of Directors. The names and titles of the officers who shall serve until removed or until the first election at the first annual meeting of the Board of Directors are as follows:

Name	Title
K. M. Brooks	President
Louise M. Sparks	Vice-President & Secretary-Treasurer

ARTICLE IX

BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors and attached to the Declaration to be filed in the public records of St. Lucie County, Florida. By-Laws may be altered, amended, or rescinded only at duly called meetings of the members, in the manner provided by the By-Laws.

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
[illegible]
[illegible]

ARTICLE X

AMENDMENTS

Section 1. A majority of the Board of Directors or a majority of the voting members may propose alterations, amendments to, or the rescission of these Articles, so long as the proposals do not conflict with the Condominium Act or the Declaration. Such proposals shall set forth the proposed alteration, amendment, or rescission; shall be in writing; shall be filed by the Board of Directors or a majortiy of the members and shall be delivered to the President of the Association, who shall thereupon call a Special Meeting of the members not less than ten (10) days nor later than thirty (30) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided by the By-Laws. An affirmative vote of two-thirds (2/3) of the Board of Directors, and an affirmative vote of three-fourths (3/4) of the members of the Association shall be required for the adoption of the proposed alteration, amendment or rescission.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice of proposals to the President of the Association for the alteration, amendment, or rescission of these Articles. Such waiver may occur before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interests of the Corporation. Such approval shall be made by a majority vote of a quorum consisting of directors who were not parties to such proceedings. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII

TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 1. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, trust or other organization in which one or more of its Directors or Officers are Directors or Officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because

said officer's or director's votes are counted for such purpose. No director or officer of the Association shall incur liability by reason of the fact that said director or officer may be interested in any such contract or transaction.

Section 2. Interested officers and directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE XIII

ADDRESS OF REGISTERED OFFICE

The street address of the registered office of this Corporation in the State of Florida shall be: 715 South Ocean Drive, Fort Pierce, Florida 33450. The name of the initial registered agent at this address shall be Louise M. Sparks. The Board of Directors may from time to time move the registered office to any other address in Florida.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, at St. Lucie County, Florida, this 6th day of January, 1983.

K. M. Brooks (Seal)
K. M. Brooks

Louise M. Sparks (Seal)
Louise M. Sparks

(Seal)
Frank H. Fee, III

STATE OF FLORIDA

COUNTY OF ST. LUCIE

I HEREBY CERTIFY, that on this day, personally appeared before me K. M. BROOKS, LOUISE M. SPARKS and FRANK H. FEE, III, to me known to be the subscribers described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County aforesaid, this 6th day of January 1983.

Notary Public, State of Fla. at Large
My Commission Expires: 2-7-85

BY-LAWS OF

BOARDWALK OWNERS ASSOCIATION, INC.
A Non-Profit Florida Corporation

ARTICLE I

GENERAL

Section 1. Name: The name of the corporation shall be BOARDWALK OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association" or "Corporation".

Section 2. Principal Office: The principal office of the Association shall be at Boardwalk Condominium, 715 South Ocean Drive, Fort Pierce, Florida, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at the principal office or at the office of the registered agent of the Association.

Section 3. Definitions: As used herein, terms defined in the Declaration of Condominium for BOARDWALK CONDOMINIUM, hereinafter referred to as the "Condominium", shall mean the same herein.

ARTICLE II

DIRECTORS

Section 1. Powers: The property and business of the Association shall be managed by the Board of Directors ("Board"), which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration of Condominium to which these By-Laws are attached. The powers of the Board of Directors shall include, but not be limited to, all those powers as set forth in Article IV of these By-Laws.

Section 2. Number and Term: Three (3) Directors shall constitute the whole Board of Directors. Except for the initial directors designated in the Articles of Incorporation and any other directors selected by the Developer, a director shall be elected to serve for the term of one (1) year, or until his successor has been elected and qualified. An employee or agent of a business entity owner shall be eligible to serve as a director of the Association. If the number of Directors falls below three (3), a special members' meeting shall be called for the purpose of filling vacancies on the Board of Directors.

Section 3. Vacancy and Replacement: If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting duly called for this purpose, shall choose a successor, who shall hold office for the unexpired term in respect to which such vacancy occurred. The Developer shall be empowered to remove or replace at any time any director originally selected by the Developer.

Section 4. Removal: Directors may be removed for cause by an affirmative vote of a majority of the qualified votes of voting members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

EXHIBIT E

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1060
FORT PIERCE, FLORIDA 33454
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Section 5. Recall: Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting members. A special meeting of the voting members to recall a Director or Directors may be called by ten per cent (10%) of the voting members giving notice of the meeting as required in Article VI of these By-Laws, and the notice shall state the purpose of the meeting.

Section 6. First Board of Directors: The first Board of Directors designated in the Articles of Incorporation shall hold office and exercise all the power of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, any or all of said directors shall be subject to replacement by the Developer or, in the event of resignation or death, as above provided.

Section 7. Compensation: Neither directors nor officers shall receive compensation for their services as such.

Section 8. Meetings:

(a) The first meeting of each Board of Directors newly elected by the voting members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the voting members' annual meeting, and immediately after the adjournment of same;

(b) Special meetings shall be held whenever called by the President or a majority of the Board of Directors. The Secretary shall give notice of each special meeting either personally, by mail or telegram to each director at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting;

(c) Meetings of the Board of Directors shall be open to all unit owners. Adequate notice of all meetings of the Board of Directors shall be posted conspicuously on the condominium properties at least forty-eight (48) hours in advance, except in an emergency;

(d) A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quroum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice, other than announcement at the meeting, until a quorum shall be present.

Section 9. Order of Business: The order of business at all meetings of the Board of Directors shall be as follows:

1. Roll call and quorum determination;

2. Reading of minutes of last meeting;

3. Consideration of communications;

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4. Resignations and elections;

5. Reports of officers and employees;

6. Reports of committees;

7. Unfinished business;

8. Original resolutions and new business;

9. Adjournment.

Section 10. Annual Statement: The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the Association, including a report of the operating expenses of the Association and the assessments paid by the members.

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. The President shall be a director ex officio, unless elected to the Board. If the Board so determines, there may be more than one Vice-President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by the Board.

Section 3. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. The President:

(a) The President shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the Association; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association; the seal when affixed shall be attested by the signature of the Secretary;

(b) He shall have general superintendence and direction of all the other officers of the Association, and shall see that their duties are performed properly;

(c) He shall submit a report of the operation of the Association for the fiscal year to the Directors whenever called for by them, and to the members at the annual meeting, and from time to time shall

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report to the Board all matters within his knowledge which the interest of the Association may require to be brought to their notice;

(d) He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Section 5. The Vice-President: The Vice-President shall be vested with all powers and required to perform all duties of the President in his absence; and such other duties as may be prescribed by the Board of Directors.

Section 6. The Secretary:

(a) The Secretary shall keep the minutes of the meetings of the voting members and of the Board of Directors in one or more books provided for that purpose; said minute books shall be available for inspection by unit owners, or their authorized representatives, and directors at any reasonable time; said minutes shall be retained for a period of not less than seven (7) years.

(b) He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;

(c) He shall be custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws;

(d) He shall keep a register of the post office address of each unit owner, which shall be furnished to the Secretary by each unit owner;

(e) In general, he shall perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. Treasurer:

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may be designated by the Board of Directors;

(b) He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and directors, at regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association;

(c) He may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the

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Association, in case of his death, resignation or removal from office, all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies: If the office of the President, Vice-President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the directors, by a majority vote, may choose a successor who shall hold office for the unexpired term.

Section 9. Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION

The Association shall have all powers granted to it by law, the Declaration of Condominium, the Condominium Act, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors, unless the exercise thereof is otherwise restricted in the Declaration of Condominium, these By-Laws, or by law. The powers of the Association shall include, but not be limited to, the following:

(a) To levy and collect regular and special assessments and to establish the method and time within which payments are to be made;

(b) To expend monies collected for the purpose of paying the common expenses of the Association;

(c) To purchase equipment, supplies and material required for the maintenance, repair, replacement, operation and management of the condominium properties;

(d) To insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium;

(e) To employ the personnel required for the operation of the condominium properties;

(f) To make reasonable rules and regulations for the use of the condominium properties and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted;

(g) To improve the condominium properties subject to the limitations of the Declaration of Condominium;

(h) To enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the regulations promulgated by the Association;

(i) To collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from unit owners for violation of the provisions of the condominium documents;

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(j) To approve or disapprove of all conveyances of condominium parcels as provided for in the Declaration of Condominium;

(k) To select depositories for Association funds, and to determine the manner of receiving, depositing, and disbursing Association funds, and the form of check and the person or persons by whom checks shall be signed, when not signed, as otherwise provided by these By-Laws;

(l) To collect for the management and maintenance of the condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the common elements. The Association shall, however, retain at all times the power and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

Nothing in this subparagraph or in the Declaration of Condominium shall be deemed to require the Association to maintain the interior of any condominium unit, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the interior of any condominium unit.

(m) To establish the offices of additional officers of this Association and to appoint all officers;

(n) To propose and adopt the budget for the Condominium;

(o) To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

ARTICLE V

MEMBERSHIP

Section 1. Definition: Voting membership in the Association shall be limited to owners of condominium units in the Condominium.

Section 2. Transfer of Membership and Ownership: Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel, and such transfer shall be subject to the procedures set forth in the Declaration of Condominium.

Section 3. Plural Ownership: Membership may be held in the names of more than one person, in which event, all of the plural owners of the unit shall be entitled collectively to only one vote in the management of the affairs of the Association, and the vote may not be divided between the plural owners. The plural owners

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must file a certificate authorizing a voting member in accordance with Article VI, Section 7, of these By-Laws.

ARTICLE VI

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the Association membership shall be held at the office of the Association or at such other place as may be stated in the notice of the meeting.

Section 2. Annual Meeting:

(a) The first annual meeting of the members shall be held the first Wednesday in October, 1983, at 8:00 PM , and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M.

If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following that which is not a legal holiday. If the meeting is rescheduled, the directors elected at the first annual meeting and the officers elected as a result of the directors' meeting will hold office until the annual meeting is held.

(b) At the annual meeting, the members, by a plurality vote, shall elect a Board of Directors and transact such other business as may properly come before a meeting.

(c) Written notice of the annual meeting shall be given to each unit owner and shall be posted in a conspicuous place on the condominium properties at least fourteen (14) days prior to the annual meeting. The notice of the annual meeting shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing.

Section 3. Membership List: At least ten (10) days before every regular meeting of the membership, a complete list of members entitled to vote at said meeting, arranged numerically by units, with residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days at the office of the Association, and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

(a) Special meetings of the members, for any purpose(s), unless otherwise prescribed by law, the Declaration of Condominium, or Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the written request of one-third (1/3) of the voting members. Such request shall state the purpose(s) of the proposed meeting;

(b) Written notice of a special meeting of members, stating the time, place and purpose(s) thereof,

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shall be served upon or mailed to each voting member at the address as it appears on the books of the Association, at least five (5) days before such meeting;

(c) Business transacted at all special meetings shall be confined to the purpose(s) stated in the notice of the meeting;

(d) Unit owners may waive notice of special meetings and may take action by written agreement without meetings, if allowed by law, the Declaration of Condominium, and the Articles of Incorporation.

Section 5. Quorum: A majority of the total number of voting members of the Association, present in person or represented by written proxy, shall be required for and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the voting members present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any questions brought before the meeting, unless the question is one upon which, by express provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question. Cumulative voting is prohibited.

Section 7. Entitled and Qualified to Vote; Plural Ownership; Proxies: Each unit owner shall be entitled to one (1) vote for each unit owned by him. At any meeting of the members, every member entitled to vote may vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or a corporation owns a unit, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said unit. If the certificate is not on file, the owner(s) shall not be qualified to vote and the vote of such owner(s) shall not be considered nor shall the presence of said unit owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a unit shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is disagreement as to who shall represent the unit at the meeting, in which case the certificate requirements set forth above shall apply.

Section 8. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members

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may be dispensed with, if all members who would have been entitled to vote upon the action at such meeting, if such meeting were held, shall have consented in writing to such action being taken.

Section 9. Order of Business: The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of Chairman
2. Roll call and Quorum Determination
3. Proof of Notice of Meeting or Waiver of Notice
4. Reading of Minutes of Prior Meeting
5. Officers' Reports
6. Committee Reports
7. Elections
8. Unfinished Business
9. New Business
10. Adjournment

Section 10. Procedure: Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation, these By-Laws or any provision of law.

ARTICLE VII

NOTICES

Section 1. Definition: Except where expressly provided to the contrary, whenever under the provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by regular mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of these By-Laws, a waiver thereof, in writing, signed by the person(s) entitled to such notice, whether before or after the time stated herein, shall be deemed the equivalent of such notice.

Section 3. Address: The address for notice to the Association is 715 South Ocean Drive, Fort Pierce, Florida 33450.

ARTICLE VIII

FINANCES

Section 1. Fiscal Year: The fiscal year of the Association shall be the calendar year, commencing January 1 of each year,

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provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems advisable.

Section 2. Checks: All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer(s) or such other person(s) as the Board of Directors may from time to time designate.

Section 3. Depositories: The funds of the Association shall be deposited in a bank(s) in St. Lucie County, Florida, in an account for the Association under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President or the Vice-President, or such other person(s) as the Board may authorize. The Board may require more than one signature on checks and bank drafts. Said funds shall be used only for Association purposes. If necessary, and if demanded by Institutional Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Institutional Mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting condominium parcels.

Section 4. Inspections and Records: The Association shall maintain good accounting records. All such records and any legal documents, policies of insurance, and books of the Association shall be open to inspection at reasonable times by members, their authorized representatives, and all Institutional Mortgagees. Upon request, Institutional Mortgagees shall have the right to receive an unaudited financial statement of the Association within ninety (90) days following the end of the fiscal year.

Section 5. Annual Statement: The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Association.

Section 6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by and in accordance with the Declaration of Condominium.

Section 7. Fidelity Bonds: Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The premiums for such bonds shall be paid by the Association as a common expense.

Section 8. Assessments:

(a) The Board of Directors has the power to and shall from time to time fix and determine the amount necessary to pay the common expenses of the Condominium. Common expenses include those expenses described in Paragraph 2.6 of the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors.

(b) Funds for the payment of common expenses shall be assessed and be a lien against the condominium parcels in the proportion of percentage of sharing common expenses as provided in the Declaration of Condominium.

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(c) Regular assessments shall be paid by the members on a monthly basis unless the membership shall approve a different period for payment.

(d) Special assessments, when required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide. The Board of Directors may make special assessments in emergencies and upon such conditions as the Board may authorize.

(e) When the Board of Directors has determined the amount of any assessments, the Secretary or Treasurer shall transmit a statement of such assessment to each condominium parcel owner. All assessments shall be made payable to and at the office of the Association and upon request the Secretary or Treasurer shall give a receipt for each payment made.

(f) Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or decrease the amount of an assessment, and make such adjustments in cash or otherwise, as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all unit owners.

(g) Assessments shall not include charges for utilities separately charged and metered to each condominium unit, nor charges for such alterations, repairs, maintenance, improvements or decorating within the interior of any unit as are the obligation of the unit owner and not the obligation of the Association. The Board of Directors may provide certain maintenance and repairs as would otherwise be the obligation of the individual unit owners, by the undertaking of contracts with business establishments providing repair and maintenance services, and in such cases the cost or price of such contractual services may be treated as a common expense and assessed against the members as part of their monthly maintenance. The specific contracts or undertakings need not be submitted by the Board of Directors to the membership for approval once the membership has approved the policy of having a specific type of repair or maintenance undertaken by the Association which would otherwise be the individual unit owners' responsibility.

(h) Assessments are due on the dates stated in the notice of assessments, and thereafter shall bear interest at eighteen per cent (18%) per annum until paid.

(i) In the event an assessment is not paid within fifteen (15) days of the date it is due and payable, the Association through the Board of Directors, may proceed to enforce and collect said

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assessment from the delinquent owner in any manner provided by the Condominium Act, the Declaration and these By-Laws. Each condominium parcel owner shall be individually responsible for the payment of reasonable attorney's fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association.

(j) The Board of Directors may authorized the President to enter into a management contract with third parties to whom the power to levy and collect assessments may be delegated.

(k) All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors. All assessment payments by a unit owner shall be applied as provided herein and in the Declaration of Condominium.

(l) Any unit owner shall have the right to require from the Association, a certificate showing the amount of unpaid assessments against him with regard to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person other than owner who relies upon such certificate shall be protected thereby.

Section 9. Budget:

(a) The Board of Directors is empowered to propose and adopt the budget for the Condominium.

(b) Notice of the meeting and a copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered. Such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessments against the unit owners in any fiscal year exceeding 115 per cent of such assessments for the preceding year, a special meeting of the unit owners shall be held, if requested in writing by at least ten per cent (10%) of the unit owners, to consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. Such meeting shall be held not less than ten (10) days after written notice is given to each unit owner, but not more than thirty (30) days after such meeting has been requested in writing. The revision of the budget or the recall of any or all members of the Board of Directors shall require a vote of not less than two-thirds (2/3) of the voting members. The Board of Directors may in any event propose a budget to the unit owners at a members' meeting or in writing, and if such proposed budget is approved by the unit owners at a members' meeting or by a majority of voting members in writing, such budget shall not thereafter be re-examined by the unit owners in the manner set forth above, nor shall the Board of Directors be recalled under the terms of this sub-section.

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(c) Each proposed annual budget of common expenses adopted by the Board of Directors shall be detailed and shall show the amounts budgeted by accounts and expenses classifications, including, but not limited to, the following:

1. Administration of the Association.
2. Management fees.
3. Maintenance.
4. Taxes upon Association properties, if any.
5. Insurance.
6. Security provisions.
7. Utilities.
8. Other expenses.
9. Operating capital.
10. Reserves.
11. Fees payable to Division of Florida Land Sales and Condominiums.

(d) Regular assessments shall be made against unit owners not less frequently than monthly, in an amount no less than required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

(e) The provisions of Florida Statute 718.112, with regard to limitations on budget increases, special membership meetings for budget reconstruction, and the right to consider and adopt a budget at the annual membership meeting as an alternative, are hereby adopted. In determination of the percent of increase of the annual budget over the preceding years, authorized provisions for reasonable reserves for repair or replacement of the condominium properties, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to the condominium properties shall be excluded from the computation.

(f) As long as Developer is in control of the Association, the Association shall not impose an assessment for any year greater than one hundred fifteen per cent (115%) of the prior fiscal year's assessment without approval by a majority of all voting members.

(g) Notwithstanding anything in these By-Laws or the Declaration which authorize expenditures, no single expenditure for the improvement of the common elements exceeding $2,000.00 shall be made without the approval of seventy-five per cent (75%) of the membership, except for the

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repair of the condominium properties due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the property, for the safety of persons, or as required to avoid suspension of any necessary service to the condominium.

ARTICLE IX

CORPORATE SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Non-Profit". The seal may be used by causing it or a facsimilie thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE X

DEFAULT

Section 1. Enforcement of Lien: In the event a unit owner does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments to which it is entitled, in accordance with the Declaration and provisions of law.

Section 2. Proceeds of Sale: If the Association becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the unit.

Section 3. Violations: In the event of violation of the provisions of the Declaration, Articles of Incorporation or these By-Laws, for thirty (30) days after notice from the Association to the unit owner to correct said breach or violation, the Association, on its own behalf or through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy, as it or they may deem appropriate. An Institutional Mortgagee, as defined in the Declaration of Condoiminium, of a unit shall be entitled to written notice from the Association of any default by the mortgagor of such unit under the condominium documents which is not cured within thirty (30) days.

Section 4. Attorneys' Fees: In the event such legal action contemplated by this Article is brought against a unit owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorney's fees and court costs.

Section 5. Binding Effect: Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance,

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regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of the units to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the owners of units, and to preserve each unit owner's right to enjoy his unit, free from unreasonable restraint and nuisance.

ARTICLE XI

AMENDMENT OF BY-LAWS

These By-Laws may only be amended at a duly called meeting of the voting members; provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement for such purposes shall be a majority of the voting members, in person or by proxy. It shall be necessary that there be an affirmative vote of three fourths (3/4) of the voting members, in person or by proxy. It shall be necessary that there be an affirmative vote of three fourths (3/4) of the voting members, as well as an affirmative vote of two thirds (2/3) of the Board of Directors, in order to amend these By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the right or liabilities of any Institutional Mortgagee without the consent of said Institutional Mortgagee.

No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that the above procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Laws _____ for present text".

Non-material errors or omissions in the By-Laws amendment process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XII

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE (305) 461-5020

These By-Laws and the Articles of Incorporation shall be construed in the event of any ambiguity consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of:

BOARDWALK OWNERS ASSOCIATION, INC.

a Florida non-profit corporation, at the first meeting of the Board of Directors.

BOARDWALK OWNERS ASSOCIATION, INC.

By Louise M. Sparks
Its Secretary

APPROVED:

K. M. Brooks
Its President

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT MYERS, FLORIDA 33454
TELEPHONE (305) 461-5020

BOARDWALK CONDOMINIUM

ESTIMATED OPERATING BUDGET

	Monthly	Annually
Administration of the Association		
Bookkeeping	10.00	120.00
Legal and Bank Expenses	10.00	120.00
Office Supplies	5.00	60.00
Management Fees	-0-	-0-
Maintenance		
Appliance Repair & Replacement	20.00	240.00
Grounds Supplies	50.00	600.00
Lawn and general maintenance	100.00	1,200.00
Rent- Recreational and Other Commonly Used Facilities	-0-	-0-
Taxes Upon Association Property	-0-	-0-
Taxes Upon Leased Areas	-0-	-0-
Insurance	125.00	1,500.00
Security Provisions	-0-	-0-
Other Expenses		
Utilities	275.00	3,300.00
Operating Capital	-0-	-0-
Reserves		
Painting and Building Maintenance	375.00	4,500.00
Pavement Resurfacing	33.34	400.00
Roof	150.00	1,800.00
Division of Condominium Fees	.55	6.50
TOTALS	$1,153.89	$13,846.50

Schedule of Unit Owner's Expenses

	Monthly	Annually
Units A through K, inclusive (One Bedroom)	83.77	1,005.24
Units L and M (Two Bedroom)	116.20	1,394.40
Units A through K, inclusive (1-BR)-Without reserves	43.31	519.72
Units L & M (2 BR) - Without reserves	59.57	714.84

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ATTORNEYS AT LAW
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TELEPHONE (305) 461 5020

Note 1. The foregoing budget is deemed sufficient, and accordingly, no provision for operating capital has been established herein.

Note 2. Since there is no management contract or agreement in effect, and since it is not contemplated employing the services of a management firm for the first year of operation, no provision has been made for management fees or a management agreement in this budget.

Note 3. The figures on this budget are established by operating history and by contracts and other experience pertaining directly to this project, but are estimates only and are subject to revision to reflect changes in costs and services.

Note 4. There is excluded from this estimate items of expense that are personal to unit owners or which are not uniformly incurred by all unit owners or which are not provided for nor contemplated by the condominium documents; including, but not limited to, private telephone costs, cost of maintenance of the interior of the condominium units to the extent that such maintenance is not the obligatio of the condominium or Association, the cost of maid or janitorial services privately contracted for by the unit owners, cost of utility bills billed directly to each unit owner for utility service or supply to his unit, insurance premiums other than those incurred applicable to the condominium or Association property in general, debt servicing upon any mortgage encumbering the individual unit, but not encumbering the condominium or Association property as a whole, real estate taxes assessed directly to a condominium unit, and like personal expenses of the unit owner.

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TELEPHONE (305) 461-5020

BUILDING INSPECTION
OF
13 UNIT APARTMENT COMPLEX
LOCATED AT
715 SOUTH OCEAN DRIVE
FORT PIERCE, FLORIDA

SUBMITTED TO:

ARTHUR STROCK & ASSOCIATES
829 S. E. 9th STREET
DEERFIELD, FLORIDA

PREPARED BY:

JAMES BUSHOUSE & ASSOCIATES, INC.
2136 HAMMONDVILLE ROAD
POMPANO BEACH, FLORIDA 33060

James D. Bushouse, P. E.
Registered Engineer No. 20311
State of Florida

STATEMENT PREPARED
June 16, 1982

INTRODUCTION

The following is an analysis of the general condition and state of repair of the 13 UNIT APARTMENT COMPLEX located at 715 South Ocean Drive, Fort Pierce, Florida, as determined by visual inspection of the premises by James Bushouse & Associates, Inc., under the direct supervision of James D. Bushouse, P. E. The report is divided into the component parts of the Buildings and Premises as required by Florida Statute, with the following information listed for each component:

1. Approximate age of the Component.

2. Estimated remaining useful life - Economic Life
   This figure represents the Engineer's estimate of the amount of relatively maintenance free service life which could be expected from a particular component.

3. Current Replacement Cost
   This figure represents the Engineer's estimate of the current replacement cost of a particular building component shown as a total amount and as per unit share of the expense.

4. A discussion of the overall state of repair and the structural soundness of the component.

The apartments consist of 2 buildings, 1 consisting of 2-2 bedroom units and the other 11-1 bedroom units. The buildings are constructed with C. B. S. walls on the 1st floor and wood stud with texture 1-11 on the second floor. The roof is wood trusses with asphalt shingles on the slope part and built-up roof on the flat part.

The 2 unit building was built a few years before the other, but due to the fact that it has been well maintained, this report calls the component of both the same age.

Our visual inspection covered the civil, structural, mechanical and electrical elements of the project, including the roofs. In general, for a 5 year old project, it is in good condition and appears to have been well maintained. For the age, estimated remaining useful life and estimated current replacement cost of the component parts of the buildings, refer to Appendix "A" of this report.

A. STRUCTURAL

The general structural condition of the apartment buildings is average for buildings of this type. The structural elements are safe and sound for use intended. There are some thermal stress cracks in the walkway slab, side of stairways and exterior walls under windows that will require on going maintenance.

B. ROOFS

The flat part of the roofs which are built-up are in generally good condition with no visible signs of leaks. The slope parts which are asphalt shingles, are in very good condition with no visible signs of leaks. The soffits should be monitored and maintained as necessary.

C. ELEVATORS

There are no elevators on the premises. Access to the upstairs units is achieved through exterior concrete stairways.

D. HEATING AND COOLING SYSTEMS

The general condition of the A/C Systems was average for buildings of this age period. Our inspection of the ductwork and air distribution system indicates there are no problems in these areas. Each apartment unit is equipped with its own split system A/C unit. All of the condensing units are located on a concrete pad on the ground.

E. PLUMBING

Our inspection of the plumbing systems indicate that the systems are safe and sound and are in good condition and functioning properly with no obvious defects or code violations. Water pressure at the second floor of the building was adequate. Sanitary drainage on the second floor drains slower than normal.

The electric hot water heater in the apartments appear to be in good condition with the exception that the water line connection in isolated cases is starting to rust. The main water distribution system is PVC and copper piping. The distribution lines within the apartments are copper. The hot water system and laundry room equipment appears to be adequately servicing the buildings and seems to pose no apparent maintenance problems.

F. ELECTRICAL SYSTEMS

The electrical distribution and utilization devise systems within the apartments are safe, sound and are functioning properly for the use intended and present no apparent shock or fire hazard. The elements comprising the electrical distribution system and the appliances, circuit breakers, etc. are of quality material and were installed with good workmanship. With the exception of a few lights, switches and toilet exhaust fans (of the units that were inspected) all of the utilization devices, controls, light fixtures, A/C equipment and appliances were operating. Of the outlets and switches inspected, all were properly installed and grounded. There was no ground fault breaker on the outlet in the bathrooms.

The electrical work in the public spaces was inspected and found to be functioning properly and to be safe and sound for the use intended. Electrical service equipment and distribution apparatus are in safe and sound condition. No violations of codes, standards, or regulations were observed in the power service equipment and main distribution apparatus and they were functioning properly.

G. SWIMMING POOL AND EQUIPMENT

There is no pool on the premise.

H. SEAWALLS

There are no seawalls on the premise.

I. PAVEMENT AND PARKING AREAS

Asphalt paving was in good condition for its age; some minor settlement has occurred, which will cause some minor problems. Also the paving should be sealed to add to the possible life of the surface.

J. SITE DRAINAGE SYSTEM

The drainage of the Parking Areas is to the grass swales where the water them percolates into the water table.

K. SYNOPSIS

Other than the items mentioned above, there is nothing that would constitute a serious problem any time in the near furture. The structural integrity of the buildings appear sound and can be expected to remain so with proper maintenance. The buildings are constructed with C. B. S. walls on the first floor, wood studs with texture 1-11 on the second floor and wood studs and drywall for the interior partitions. The 11 unit building was given a Certificate of Occupancy about October 1977. The 2 unit building was constructed in 1970. This is estimated year only, due to the fact that no records of Certification of Occupancy could be located in the city of Fort Pierce. The prior use of these buildings were as a Rental Apartment Complex.

The items in this report indicate the current status at the time of inspections, which was June 7, 1982. These items are not to be considered all inclusive, nor a guarantee, but our professional expression based on our experience, knowledge, examination of available plans and on our visual inspection of the exposed conditions to the extent reasonably possible. It is the opinion of this firm that the above referenced buildings are safe for residential habitation.

THIS STATEMENT WAS PREPARED JUNE 16, 1982.

JAMES BUSHOUSE & ASSOCIATES, INC.
2136 Hammondville Road
Pompano Beach, Florida 33060
P. O. Box 4562, Margate, Florida 33063

PROJECT:

APPENDIX "A"

715 South Ocean Drive
Fort Pierce, Florida

COMPONENT	Age of the Component	Estimated Remaining Useful Life Of The Component	ESTIMATED CURRENT REPLACEMENT COST OF THE COMPONENT EXPRESSED AS:				
			A Total Amount	A PER UNIT AMOUNT, BASED ON EACH UNIT'S PROP. SHARE OF THE COMMON EXPENSE			
				Efficency	Approximately 700 s/f One Bedroom	Approximately 970 s/f each. Two Bedroom	Three Bedroom
1. ROOF a. Built-Up	5 years	10	$10, 800. 00	N/A	785. 45	$1, 080. 03	N/A
b. Asphalt Shingles	5 years	9	7, 175. 00	N/A	521. 82	717. 49	N/A
2. ELEVATORS	N/A	N/A	-0-	N/A	-0-	-0-	N/A
a. Ductwork & Air Handler	5 years	19	9, 750. 00	N/A	709. 09	975. 00	N/A
3. HEATING & COOLING SYSTEMS b. Compressor	5 years	3	7, 800. 00	N/A	567. 27	780. 02	N/A
a. Fixtures	5 years	11	9, 750. 00	N/A	709. 09	975. 00	N/A
4. PLUMBING b. Piping	5 years	15	13, 000. 00	N/A	945. 45	1, 300. 03	N/A
5. BUILDING ELECTRICAL SYSTEMS	5 years	25	32, 500. 00	N/A	2, 363. 64	3, 249. 98	N/A
6. SWIMMING POOL	N/A	N/A	-0-	N/A	-0-	-0-	N/A
7. SEAWALLS	N/A	N/A	-0-	N/A	-0-	-0-	N/A
8. PAVEMENT & PARKING AREAS	5 years	17	8, 505. 00	N/A	618. 54	850. 53	N/A
9. SITE DRAINAGE SYSTEM	N/A	N/A	-0-	N/A	-0-	-0-	N/A

CASE NUMBER _____

WOOD-DESTROYING ORGANISM INSPECTION REPORT

HRS Form 1145, Effective 6/28/79

Licensee Name Rowley's Pest Control — Inspection Date 7-20-82

Licensee Address 906 Angle Road Ft. Pierce, Fla. — License No. 1030

Inspector's Name James D. Powell — I.D. Card No. 7852

Property Address 715 S. Ocean Dr. Ft. Pierce, Florida

Specific Structure(s) Inspected Apartments

SCOPE OF INSPECTION

A trained and qualified representative of this company has conducted a careful inspection of the visible and accessible areas of the structure(s) listed above. This report is made on the basis of what was visible and accessible at the time of the inspection and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing of defacing finished wood.

THIS IS NOT A STRUCTURAL DAMAGE REPORT: A wood-destroying organism inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to detect the extent of structural damage. If damage or other evidence of wood-destroying organisms is noted in this report, further investigation by qualified experts of the building trade should be made to determine structural soundness of the property. This is not to be construed to constitute a guarantee of the absence of wood-destroying organisms.

REPORT OF FINDINGS

(1) Active infestation was observed: Yes ☐ No ☒ _____
(Common name of organisms observed)

Location(s): _____
(Continue on reverse side if necessary)

(2) Other evidence of infestation was observed: Yes ☐ No ☒

Describe other evidence observed: _____
(Continue on reverse side if necessary)

Location(s): _____
(Continue on reverse side if necessary)

(3) Visible damage was observed: Yes ☐ No ☒

Organism(s) causing damage: _____
(Common name of organism(s))

Location(s): _____
(Continue on reverse side if necessary)

(4) This company has treated this property previously: Yes ☐ No ☒

(5) This property shows evidence of previous treatment: Yes ☐ No ☒

(6) This company has treated the structure(s) for the control of: _____
(Common name(s) of organism(s))

by the application of _____ A one year warranty transferable to any subsequent owner was issued for the control of _____
(Common name(s) of organism(s))

and expires _____
(Date)

Neither I nor the firm for whom I am acting have any financial interest in this property, or is associated in any way in this transaction with any party to this transaction, other than as a wood-destroying organism inspector of the structure(s).

Representative Billie Rowley/blc (Licensee or Certified Operator) Date July 21, 1982

HRS Form 1145, Effective 6/28/79

MAIL REPORT TO:

Boardwalk Apts. ATT: Mrs. Sparks
715 S. Ocean Dr.
Fort Pierce, Florida 33450

Basic Charge $ $25.00
Additional Charges $ _____
Total Amount Due $ $25.00

INSPECTION ORDERED BY _____ BUYER _____ SELLER _____

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER (SELLER). FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER (SELLER) TO A BUYER.

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between K. M. BROOKS and LOUISE M. SPARKS, hereinafter called the "Seller", and

hereinafter called the "Purchaser"; which terms Seller and Purchaser shall include and bind the heirs, executors, legal representatives, successors and assigns of the respective parties hereto whenever the context hereof so requires or admits;

W I T N E S S E T H :

WHEREAS, the Seller is converting to condominium ownership apartments situate in the City of Fort Pierce, State of Florida, known as BOARDWALK CONDOMINIUM, (hereinafter called the "Condominium"), and has submitted or will submit the land upon which such building is located to the condominium form of ownership and use by recordation of a Declaration of Condominium for the Condominium in the public records of St. Lucie County, Florida; and

WHEREAS, the Purchaser will read when available, or has read, the Condominium documents to be submitted, or submitted, by the Seller as required by Florida Statutes 718.503, including a copy of said Declaration of Condominium and all of its exhibits (hereinafter called the "Declaration"); and

WHEREAS, the Purchaser desires to purchase Apartment Unit _____ of the Condominium, all appliances located or to be located therein, and the air conditioning unit serving or to serve said apartment; and

WHEREAS, the Seller does hereby approve of the purchase of said apartment by the Purchaser, and the parties desire to set forth herein all of the terms and conditions of such sale and purchase;

NOW, THEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the parties mutually agree as follows:

1. The Seller will sell and convey and the Purchaser will purchase all of that certain property in St. Lucie County, Florida, described as follows:

Apartment Unit _____ of BOARDWALK CONDOMINIUM, hereinafter called the Apartment, according to the Declaration, together with all of the appurtenances to such apartment, including but not limited to automobile parking space _____, all furniture, furnishings, appliances and fixtures located or to be located therein, and the air conditioning unit serving or to serve said apartment.

2. The total purchase price to be paid for the apartment is $_____, payable as follows:

a. The amount of $_____ shall be deposited by the Purchaser with FLOWERS-CULPEPPER REALTY, INC., Registered Real Estate Broker, whose business address is 2011 South 25th Street , Fort Pierce, Florida

Escrow Agent, pursuant to agreement dated _____, and pursuant to the Florida Condominium Act (Chapter 718, Florida Statutes, 1981)

b. The balance is to be paid in cash by the Purchaser to the Seller at the time of closing.

3. Anything herein to the contrary notwithstanding, it is mutually agreed that the purchase and sale contemplated hereby is contingent upon the Purchaser's obtaining a commitment for a mortgage loan to encumber the apartment, in the amount of $_____, which said loan shall be at an annual rate of interest and upon such terms as may be reasonable in St. Lucie County, Florida at the time the application for loan is made. Said commitment for loan is to be obtained within twenty (20) days of the date of this agreement from a lending institution in St. Lucie County, Florida; its purpose is to obtain funds with which to pay such purchase price; and the Purchaser agrees to diligently attempt to obtain said loan. If not obtained within said twenty-day period and such diligent attempt has been made, the Purchaser's deposit will be returned and this agreement shall be null and void and of no further force or effect between the parties hereto. The Seller agrees that it will assist the Purchaser in obtaining mortgage financing on the apartment which is the subject of this contract.

(NOTE: This Paragraph No. 3 shall not be a part of this Agreement unless the amount of loan is specified in full by the Purchaser upon his execution of this Agreement.)

4. All mortgages or liens now or hereafter encumbering the apartment will be discharged or released at or prior to the closing unless assumed by the Purchaser. The Seller will convey by warranty deed a marketable fee simple title to the apartment together with all appliances and fixtures located in the apartment and the air conditioning unit serving the apartment. The title to the apartment will be subject to the following exceptions:

a. The provisions of the Declaration, including all exhibits and changes thereto made prior to the time of delivery of the warranty deed; and all rules and regulations and contracts affecting the property

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made by BOARDWALK OWNERS ASSOCIATION, INC., the nonprofit corporation responsible for the operation of the condominium (hereinafter called the "Association"), existing at the time of delivery of the warranty deed.

b. The easements provided for in the Florida Condominium Act (Chapter 718, Florida Statutes, 1981).

c. Restrictions, reservations and easements of record.

d. Such zoning or other restrictions upon the use of the apartment and upon all of the condominium property as may be imposed by governmental authorities having jurisdiction.

e. Taxes for the year in which the sale is closed, if not paid; and for subsequent years.

f. Any mortgage executed by the Purchaser encumbering the apartment.

Any or all of the foregoing exceptions may be omitted from the warranty deed to be delivered hereunder, but all such provisions so omitted shall nevertheless survive delivery of the warranty deed.

5. Real and personal property taxes, less the November discount, will be prorated as of the date of closing; and, if the taxes for the year in which this sale is closed are assessed against the condominium property as a whole, the total amount thereof may be estimated by the Seller and the portion apportioned to the apartment, the appliances and the air conditioning unit shall be the same share as the share of common expenses attributed to the apartment. In such event, the Seller and the Purchaser agree that they will each pay their proportionate share of such taxes. If the amounts of the taxes have not been established as of the date of closing, such prorations and apportionments will be based upon the amounts of the taxes for the previous year.

6. Assessments, if any, for the apartment established by the Association will be prorated between the Seller and the Purchaser as of the date of closing.

7. Subject to those items specified in Item 4 hereof, the title which the Seller obligate themselves to convey to the Purchaser will be marketable and insurable. As evidence of their title and in order to provide title security to the Purchaser, the Sellers agree to provide to the Purchaser at, or immediately following, the closing an Owner Title Insurance Guarantee covering the apartment which is the subject matter of this contract.

8. At or before the closing contemplated hereby, the Purchaser agrees to pay, in addition to the purchase price for the apartment unit, the following:

a. The sum required to record the warranty deed to Purchaser; and

b. All mortgage closing costs, if applicable, pursuant to Paragraph 3 hereof, including the charge of $50 for mortgagee title insurance coverage if the same is required by Purchaser's mortgage lender. Said mortgagee coverage will be issued concurrently with the owner coverage provided for in Paragraph 7 above.

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Seller shall pay for all documentary stamps to be affixed to the warranty deed at the time of its recording.

9. Unless mutually agreed otherwise, the closing of this sale shall be held no later than thirty (30) days from the effective date of this contract. The effective date of this contract shall be the date upon which Seller furnishes to Purchaser copies of all documents, including the Declaration of Condominium, listed in Florida Statutes §718.503(2), with copies of same having been previously filed by Seller with the Division of Florida Land Sales and Condominiums. Prior to said effective date, this contract shall be voidable by Purchaser. The closing shall be held at the office of the Seller, at the office of the Seller's attorneys, or at the office of the Seller's title insurance agent, or at the office of the mortgagee of any mortgage executed by the Purchaser encumbering said apartment. At such closing, the Purchaser will pay the balance of the purchase price and the Seller will deliver the warranty deed to the Purchaser.

10. In the event the Purchaser fails to take title pursuant to the provisions of this Agreement, the Sellers at their election may terminate same by giving written notice of such termination to the Purchaser. Ten (10) days after the mailing of such notice, this Agreement will become null and void and of no further force or effect between the parties hereto; and the Seller may retain the deposit, together with interest accrued thereon, as liquidated damages. If the Seller defaults in the performance of this Agreement by failing to convey title pursuant to its provisions, the Purchaser may terminate same by giving written notice of such termination to the Seller. Ten (10) days after the mailing of such notice, the Seller will return the deposit, together with interest accrued thereon, to the Purchaser and this Agreement shall become null and void and of no further force or effect between the parties hereto.

11. THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE PURCHASER, AND RECEIPT BY PURCHASER OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER (SELLER) UNDER SECTION 718.503, FLORIDA STATUTES. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

12. Purchaser acknowledges that Seller has advised that the condominium unit which is the subject matter of this contract is approximately five (5) years of age and has been previously occupied, prior to conversion to condominium ownership, by transient tenants as vacation or seasonal residences.

13. The Purchaser has examined the apartment to be sold, the apartment building within which it is located and all other portions of the condominium property and is familiar or will be familiar in advance of the closing with the physical condition thereof. The Seller does not make any representations as to the physical condition, expense of operation, or any other matter affecting or relating to said property, except as herein, or in the Declaration and in the other documents described in Section 718.503 of the Florida Condominium Act.

14. The Purchaser, by the execution of this Purchase Agreement, acknowledges that he is entitled to a receipt of copies of all documents described in Section 718.503 of the Florida Condominium Act. Such documents include the declaration

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of condominium, the documents creating Boardwalk Owners Association, Inc., and the By-Laws for Boardwalk Owners Association, Inc. At the time of delivery of said documents, Purchaser agrees to give a receipt therefor. At closing, the Purchaser will in writing agree to be bound by the provisions of said documents, including the declaration of condominium, and the warranty deed conveying the apartment to the Purchaser will contain an acknowledgment that the conveyance is subject to the provisions of said documents. Further, the Purchaser will, in writing at the closing, ratify, confirm and approve all of the provisions of said documents and will agree to be bound thereby; Purchaser will impress a lien upon the apartment, as security for his obligations as described in the declaration and its exhibits and will acknowledge and agree that said documents and this Purchase Agreement contain all of the warranties, representations and inducements concerning the purchase by Purchaser of the apartment.

15. Wherever the context hereof so permits, the use of plural will include the singular, the singular the plural, and the use of any gender will be deemed to include all genders.

16. The delivery of any item and the giving of any notice in compliance with this Agreement shall be accomplished by personal delivery of the item or notice to the party intended to receive it, or by mailing it to the address of the party as stated in this Agreement, by registered or certified mail, return receipt requested. It shall be the obligation of Purchaser to insert his correct mailing address in the place specified below. Notice or delivery by mail shall be effective when mailed.

17. The effective date of this Agreement shall be regarded as the date when the last one of the Seller and Purchaser has signed this agreement.

18. Special Clauses: _____

_____

_____

_____

_____

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be executed on the dates as set forth below.

WITNESSES:

_____

_____
As to Sellers

Executed by the Seller on
_____, 19___.

_____(Seal)
K. M. BROOKS

_____(Seal)
LOUISE M. SPARKS
"SELLER"

WITNESSES:

_____

_____
As to Purchasers

Executed by Purchaser on
_____, 19___.

_____(Seal)

_____(Seal)
"PURCHASER"

Purchaser's Mailing Address: _____

_____

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE (305) 461-5020

WARRANTY DEED

THIS WARRANTY DEED made and executed this _____ day of _____, 19_____, by K. M. BROOKS and LOUISE M. SPARKS, hereinafter called the Grantor, to

_____

_____

whose post office address is _____

_____

hereinafter called the Grantee, which terms "Grantor" and "Grantee" shall include all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain real property situate in St. Lucie County, Florida, viz:

Apartment Unit _____ of BOARDWALK CONDOMINIUM, according to the Declaration of Condominium and all exhibits thereto dated _____, recorded _____, in Officiel Record Book _____, pages _____ through _____ of the public records of St. Lucie County, Florida;

TOGETHER WITH:

1. All of its appurtenances, according to said Declaration of Condominium and all of its exhibits, including automobile parking space _____, and all of the tenements, hereditaments and other appurtenances thereunto belonging or in anywise appertaining.

2. All furniture, furnishings, appliances and fixtures now situate in said apartment.

SUBJECT, HOWEVER, to the following:

1. The provisions of the Declaration, including all exhibits, and all rules and regulations affecting the property made by Boardwalk Owners Association, Inc., the nonprofit corporation responsible for the operation of the condominium.

2. The easements provided for in the Declaration or its exhibits or in the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, 1981.

3. Restrictions, reservations and easements of public record.

4. Such zoning and other restrictions upon the use of the apartment and upon all of the condominium property as may be imposed by Governmental authorities having jurisdiction.

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE (305) 461-5020

5. Taxes for the current year.

6. That certain mortgage from the grantee hereof to

_____

in the original principal sum of $_____, dated _____, recorded in O. R. Book _____ at page _____ of the public records of St. Lucie County, Florida. (This Item 6 shall not be a part of this warranty deed unless all required information is inserted in the blanks provided.)

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said real property in fee simple; that the Grantor has good right and lawful authority to sell and convey said real property; that the Grantor hereby fully warrants the title to said real property and will defend the same against the lawful claims of all persons whomsoever; that said real property is free and clear of all encumbrances except taxes accruing subsequent to December 31, 19___.

AND, the Grantor further grants to Grantee an implied warranty of fitness and merchantability for the purposes and uses intended, as to the roof and structural components of the improvements and as to mechanical, electrical and plumbing elements serving the improvements, excepting mechanical elements serving only a unit other than the one hereby conveyed, for a term of three (3) years from the recording of the Declaration of Condominium for Boardwalk Condominium.

IN WITNESS WHEREOF, the said Grantor has executed this deed the day and year first above written.

WITNESSES:

_____ _____(Seal)
K. M. BROOKS

_____ _____(Seal)
LOUISE M. SPARKS

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 198___, by K. M. BROOKS and LOUISE M. SPARKS.

_____
Notary Public, State of Fla. at Large
My Commission Expires:_____

THIS INSTRUMENT WAS PREPARED BY:

FRANK H. FEE, III, Esquire, of
FEE, FEE, KOBLEGARD, TEEL & KENNEY, P.A.
P. O. Box 1000
Fort Pierce, FL 33454
(305)461-5020

RATIFICATION BY GRANTEE

THE UNDERSIGNED, as Grantee in the foregoing Condominium Warranty Deed, hereby acknowledges receipt of all documents described in Section 718.503 of the Florida Condominium Act. The undersigned hereby ratify, confirm and approve all of the provisions of said documents and agree to be bound thereby. The undersigned hereby impress a lien upon the apartment described in the foregoing warranty deed, as security for the obligations as described in the Declaration and its exhibits, and they acknowledge and agree that said documents together with any prior purchase contract contain all of the warranties, representations and inducements concerning the purchase by grantee of the described apartment.

Witnesses:

_____ _____

_____ _____

_____

STATE OF FLORIDA

COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____, by

_____.

_____
Notary Public, State of Fla. at Large
My Comm. Expires:_____

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33454
TELEPHONE (305) 461-5020

Self-Management of Property 715 South Ocean Drive Unit D, Fort Pierce, Florida 34949:

1) Provide direct customer service with 24/7 service available by phone, text and e-mail. Nick Danaluk 772-267-9288, Michelle Longarzo 561-332-6718 and sliceofparadiseflorida@gmail.com
2) Access to emergency contractors in plumbing, electrical and HVAC.
3) Maintain records of clientele, Name, address, contact number and e-mail.
4) Ensure all taxes are paid to the state and the county.
5) Provide clean linens, towels, dishware, glasses and beach towels.
6) Keep all appliances in clean and good working order.
7) Keep Heating & ventilation at minimum of 68 degrees Fahrenheit.
8) Maintain (1) locking device that cannot be opened by master key on the interior.
9) Maintain smoke alarms in every unit.
10) Maintain all electrical wires.
11) Maintain a fire extinguisher that is fully charged.
12) Maintain well lighted common areas.
13) Maintain notifications in the residence that all dishware is cleaned and sanitized by dishwasher only.
14) Maintain all areas odor free, clean and in good repair.
15) Keep all toxic chemicals labeled and properly stored.
16) Supply adequate potable water.
17) Protect ice machines from self-contamination.
18) Maintain the unit vermin free.
19) Maintain extermination throughout the unit bi-weekly.
20) Maintain Hot / Cold in every sink.

RULES & REGULATIONS of 715 South Ocean Drive Unit D, Fort Pierce, Florida 34949:

-Remove all trash and dispose of in the dumpster located in the back-parking lot

-Peaceful enjoyment of common areas at reasonable hours without excessive noise or music

-Pets need to remain in compliance with local leash and pet fecal disposal laws.

-Smoking is prohibited

-Park in assigned parking space labeled “D” or “Guest”

-Do not litter

-Wash sand off at the front hose to prevent drain clogs.

-Do not leave air conditioning on with windows open.

-Return A/C to 77 Degrees when check out occurs.

-Do not remove any property belonging to condo except beach towels, beach folding chairs, sand toys and umbrellas. The exception items need to be returned to the condo with the sand washed of prior to condo entry.

- Do not give out assigned door code to any party not staying in the condo.

-No Running in common areas or stairwells.

-Do not disturb or harass local wildlife such as sea turtles, manatees and any other wildlife.

-It is unlawful to walk on the sand dunes only use designated walkways.

-Use pedestrian crosswalks to cross the street to the beach.

-No illegal drugs allowed on property.

-No toxic chemicals allowed on property.

-Follow all local and state laws.

Nonlawyer Disclosure

Instructions to Licensee: Before you begin to complete the next form, you must give this nonlawyer disclosure to the landlord or tenant for whom you are filling in the blanks. (If you are filling in the blanks for both landlord and tenant, complete two nonlawyer disclosures and give one to each.)

1. Insert your name in the first 5 blank "*Name*" spaces and **sign** below.
2. Have the landlord or tenant whom you are assisting complete the provision regarding her/his ability to read English, and have her/him **sign** below.
3. Give this completed disclosure to the landlord or tenant, as appropriate. Keep a copy of this completed disclosure and all forms you give to the landlord or tenant in your files for at least 6 years.

- - - -

Residential Lease for Single Family Home or Duplex (FOR A TERM NOT TO EXCEED ONE YEAR)

FloridaRealtors®

A BOX (☐) OR A BLANK SPACE (____) INDICATES A PROVISION WHERE A CHOICE OR DECISION MUST BE MADE BY THE PARTIES.

THE LEASE IMPOSES IMPORTANT LEGAL OBLIGATIONS. MANY RIGHTS AND RESPONSIBILITIES OF THE PARTIES ARE GOVERNED BY CHAPTER 83, PART II, RESIDENTIAL LANDLORD AND TENANT ACT, FLORIDA STATUTES. A COPY OF THE RESIDENTIAL LANDLORD AND TENANT ACT IS ATTACHED TO THIS LEASE.

1. PARTIES. This is a lease (the "Lease") between _____
(name and address of owner of the property)

_____("Landlord") and

_____
(name(s) of person(s) to whom the property is leased)

_____("Tenant").

Landlord's E-mail Address: _____

Landlord's Telephone Number: _____

Tenant's E-mail Address: _____

Tenant's Telephone Number: _____

2. PROPERTY RENTED. Landlord leases to Tenant the land and buildings located at _____
(street address)

_____, _____, Florida _____
(zip code)

together with the following furniture and appliances [List all furniture and appliances. If none, write "none."] (In the Lease, the property leased, including furniture and appliances, if any, is called the "Premises"):

The Premises shall be occupied only by the Tenant and the following persons: _____

_____.

3. TERM. This is a lease for a term, not to exceed twelve months, beginning on _____ and
(month, day, year)

ending _____(the "Lease Term").
(month, day, year)

4. RENT PAYMENTS, TAXES AND CHARGES. Tenant shall pay total rent in the amount of $_____(excluding taxes) for the Lease Term. The rent shall be payable by Tenant in advance in installments or in full as provided in the options below:

☐ in installments. If in installments, rent shall be payable

☐ monthly, on the _____ day of each month (if left blank, on the first day of each month) in the amount of $_____ per installment.

OR

☐ weekly, on the _____ day of each week (If left blank, on Monday of each week.) in the amount of $_____ per installment.

☐ in full on _____ in the amount of $_____.
(date)

Tenant shall also be obligated to pay taxes on the rent when applicable in the amount of $_____ ☐ with each rent installment

☐ with the rent for the full term of the Lease. Landlord will notify Tenant if the amount of the tax changes.

Payment Summary

☐ **If rent is paid in installments, the total payment per installment including taxes shall be in the amount of $_____.**

☐ **If rent is paid in full, the total payment including taxes shall be in the amount of $_____.**

All rent payments shall be payable to _____ at
(name)
_____. (If left blank, to Landlord at Landlord's address.)
(address)

☐ If the tenancy starts on a day other than the first day of the month or week as designated above, the rent shall be prorated from

_____ through _____ in the amount of $_____and shall be due
(date) (date)

on _____. (If rent paid monthly, prorate on a 30-day month.)
(date)

Tenant shall make rent payments required under the Lease by (choose all applicable) ☐ cash, ☐ personal check, ☐money order, ☐ cashier's check, or ☐ other _____(specify). If payment is accepted by any means other than cash, payment is not considered made until the other instrument is collected.

If Tenant makes a rent payment with a worthless check, Landlord can require Tenant ☐ to pay all future payments by ☐ money order, cashier's check, or official bank check or ☐ cash or other (specify)_____, and ☐ to pay bad check fees in the amount of $_____(not to exceed the amount prescribed by Section 68.065, Florida Statutes).

5. MONEY DUE PRIOR TO OCCUPANCY. Tenant shall pay the sum of $_____ in accordance with this paragraph prior to occupying the Premises. Tenant shall not be entitled to move in or to keys to the Premises until all money due prior to occupancy has been paid. If no date is specified below, then funds shall be due prior to Tenant occupancy. Any funds designated in this paragraph due after occupancy, shall be paid accordingly. Any funds due under this paragraph shall be payable to Landlord at Landlord's address or

to _____
(name)

at _____.
(address)

First ☐ month's ☐ week's rent plus applicable taxes	$_____	due	_____
Prorated rent plus applicable taxes	$_____	due	_____
Advance rent for ☐ month ☐ week of _____ plus applicable taxes	$_____	due	_____
Last ☐ month's ☐ week's rent plus applicable taxes	$_____	due	_____
Security deposit	$_____	due	_____
Additional security deposit	$_____	due	_____
Security deposit for homeowners' association	$_____	due	_____
Pet Deposit	$_____	due	_____
Other_____	$_____	due	_____
Other_____	$_____	due	_____

6. LATE FEES. (Complete if applicable) In addition to rent, Tenant shall pay a late charge in the amount of $_____ (If left blank, 4% of the rent payment) for each rent payment made _____ days after the day it is due (if left blank, 5 days if rent is paid monthly, 1 day if rent is paid weekly).

7. PETS AND SMOKING. Unless this box ☐ is checked or a pet deposit is paid, Tenant may not keep pets or animals on the Premises. If Tenant may keep pets, the pets described in this paragraph are permitted on the Premises.

_____
(Specify number of pets, type(s), breed, maximum adult weight of pets.)

Unless this box ☐ is checked, no smoking is permitted in the Premises.

8. NOTICES.

Scott Smith, PA is Landlord's Agent. All notices must be sent to

☐ Landlord _____ at _____

☐ Landlord's Agent Scott Smith, PA at _____

unless Landlord gives Tenant written notice of a change. All notices of such names and addresses or changes thereto shall be delivered to the Tenant's residence or, if specified in writing by the Tenant, to any other address. All notices to the Landlord or the Landlord's Agent (whichever is specified above) shall be given by U.S. mail or by hand delivery.

Any notice to Tenant shall be given by U.S. mail or delivered to Tenant at the Premises. If Tenant is absent from the Premises, a notice to Tenant may be given by leaving a copy of the notice at Premises.

9. UTILITIES. Tenant shall pay for all utilities services during the Lease Term and connection charges and deposits for activating existing utility connections to the Premises except for _____, that Landlord agrees to provide at Landlord's expense (If blank, then "NONE").

10. MAINTENANCE. Landlord shall be responsible for compliance with Section 83.51, Florida Statutes, and shall be responsible for maintenance and repair of the Premises, unless otherwise stated below: (Fill in each blank space with "Landlord" for Landlord or "Tenant" for Tenant, if left blank, Landlord will be responsible for the item):

Landlord	Tenant		Landlord	Tenant		Landlord	Tenant		Landlord	Tenant	
☐	☐	roofs	☐	☐	windows	☐	☐	screens	☐	☐	steps
☐	☐	doors	☐	☐	floors	☐	☐	porches	☐	☐	exterior walls
☐	☐	foundations	☐	☐	plumbing	☐	☐	structural components			
☐	☐	heating	☐	☐	hot water	☐	☐	running water	☐	☐	locks and keys
☐	☐	electrical system				☐	☐	cooling	☐	☐	smoke detection devices

☐ ☐ garbage removal/ outside receptacles
☐ ☐ extermination of rats, mice, roaches, ants and bedbugs
☐ ☐ extermination of wood-destroying organisms
☐ ☐ lawn /shrubbery ☐ ☐ pool/spa/hot tub
☐ ☐ water treatment ☐ ☐ filters (specify) _____
☐ ☐ ceilings ☐ ☐ interior walls
☐ ☐ Other (specify) _____

Tenant shall notify _____ (name) at _____ (address)

(if left blank, Landlord at Landlord's address) and _____ (telephone number) of maintenance and repair requests.

11. ASSIGNMENT. Unless this box ☐ is checked, Tenant may not assign the Lease or sublease all or any part of the Premises without first obtaining the Landlord's written approval and consent to the assignment or sublease.

12. KEYS AND LOCKS. Landlord shall furnish Tenant

_____ # of sets of keys to the dwelling
_____ # of mail box keys
_____ # of garage door openers

If there is a homeowners' association, Tenant will be provided with the following to access the association's common areas/facilities:

_____ # of keys to _____
_____ # of remote controls to _____
_____ # of electronic cards to _____
_____ other (specify) to _____

At end of Lease Term, all items specified in this paragraph shall be returned to _____ (name)
at _____ (address) (If left blank, Landlord at Landlord's address).

13. LEAD-BASED PAINT. ☐ Check and complete if the dwelling was built before January 1, 1978. **Lead Warning Statement** (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant).

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

____ ____ (a) Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):
(i) ____ ☐ ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ____ ☐ ____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
____ ____ (b) Records and reports available to the Lessor (check (i) or (ii) below):
(i) ____ ☐ ____ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ____ ☐ ____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

____ ____ (c) Lessee has received copies of all information listed above.
____ ____ (d) Lessee has received the pamphlet ***Protect Your Family From Lead in Your Home***.

Agent's Acknowledgment (initial)

_____ ____ (e) Agent has informed the Lessor of the Lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor's signature	Date	Lessor's signature	Date
Lessee's signature	Date	Lessee's signature	Date
Agent's signature	Date	Agent's signature	Date

14. SERVICEMEMBER. If Tenant is a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard or United States Reserve Forces, the Tenant has rights to terminate the Lease as provided in Section 83.682, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

15. LANDLORD'S ACCESS TO THE PREMISES. Landlord's Agent may enter the Premises in the following circumstances:

A. At any time for the protection or preservation of the Premises.

B. After reasonable notice to Tenant at reasonable times for the purpose of repairing the Premises.

C. To inspect the Premises; make necessary or agreed-upon repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors under any of the following circumstances:

(1) with Tenant's consent;

(2) in case of emergency;

(3) when Tenant unreasonably withholds consent; or

(4) if Tenant is absent from the Premises for a period of at least one-half a rental installment period. (If the rent is current and Tenant notifies Landlord of an intended absence, then Landlord may enter only with Tenant's consent or for the protection or preservation of the Premises.)

16. HOMEOWNERS' ASSOCIATION. IF TENANT MUST BE APPROVED BY A HOMEOWNERS' ASSOCIATION ("ASSOCIATION"), LANDLORD AND TENANT AGREE THAT THE LEASE IS CONTINGENT UPON RECEIVING APPROVAL FROM THE ASSOCIATION. ANY APPLICATION FEE REQUIRED BY AN ASSOCIATION SHALL BE PAID BY ☐ LANDLORD ☐ TENANT. IF SUCH APPROVAL IS NOT OBTAINED PRIOR TO COMMENCEMENT OF LEASE TERM, EITHER PARTY MAY TERMINATE THE LEASE BY WRITTEN NOTICE TO THE OTHER GIVEN AT ANY TIME PRIOR TO APPROVAL BY THE ASSOCIATION, AND IF THE LEASE IS TERMINATED, TENANT SHALL RECEIVE RETURN OF DEPOSITS SPECIFIED IN ARTICLE 5, IF MADE. If the Lease is not terminated, rent shall abate until the approval is obtained from the association. Tenant agrees to use due diligence in applying for association approval and to comply with the requirements for obtaining approval. ☐ Landlord ☐ Tenant shall pay the security deposit required by the association, if applicable.

17. USE OF THE PREMISES. Tenant shall use the Premises for residential purposes. Tenant shall have exclusive use and right of possession to the dwelling. The Premises shall be used so as to comply with all state, county, municipal laws and ordinances, and all covenants and restrictions affecting the Premises and all rules and regulations of homeowners' associations affecting the Premises. Tenant may not paint or make any alterations or improvements to the Premises without first obtaining the Landlord's written consent to the alteration or improvement. However, unless this box ☐ is checked, Tenant may hang pictures and install window treatments in the Premises without Landlord's consent, provided Tenant removes all such items before the end of the Lease Term and repairs all damage resulting from the removal. Any improvements or alterations to the Premises made by the Tenant shall become Landlord's property. Tenant agrees not to use, keep, or store on the Premises any dangerous, explosive, toxic material which would increase the probability of fire or which would increase the cost of insuring the Premises.

18. RISK OF LOSS/INSURANCE.

A. Landlord and Tenant shall each be responsible for loss, damage, or injury caused by its own negligence or willful conduct.

B. Tenant should carry insurance covering Tenant's personal property and Tenant's liability insurance.

19. PROHIBITED ACTS BY LANDLORD. Landlord is prohibited from taking certain actions as described in Section 83.67, Florida Statutes, the provisions of which can be found in the attachment to this Lease.

20. CASUALTY DAMAGE. If the Premises are damaged or destroyed other than by wrongful or negligent acts of Tenant or persons on the Premises with Tenant's consent, so that the use of the Premises is substantially impaired, Tenant may terminate the Lease within 30 days after the damage or destruction and Tenant will immediately vacate the Premises. If Tenant vacates, Tenant is not liable for rent that would have been due after the date of termination. Tenant may vacate the part of the Premises rendered unusable by the damage or destruction, in which case Tenant's liability for rent shall be reduced by the fair rental value of the part of the Premises that was damaged or destroyed.

21. DEFAULTS/REMEDIES. Should a party to the Lease fail to fulfill their responsibilities under the Lease or need to determine whether there has been a default of the Lease, refer to Part II, Chapter 83, entitled Florida Residential Landlord and Tenant Act which contains information on defaults and remedies. A copy of the current version of this Act is attached to the Lease.

22. SUBORDINATION. The Lease is automatically subordinate to the lien of any mortgage encumbering the fee title to the Premises from time to time.

23. LIENS. THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT AS PROVIDED IN SECTION 713.10, FLORIDA STATUTES. Tenant shall notify all parties performing work on the Premises at Tenant's request that the Lease does not allow any liens to attach to Landlord's interest.

24. RENEWAL/EXTENSION. The Lease can be renewed or extended only by a written agreement signed by both Landlord and Tenant, but the term of a renewal or extension together with the original Lease Term may not exceed one year. A new lease is required for each year.

25. TENANT'S TELEPHONE NUMBER. Tenant shall, within 5 business days of obtaining telephone services at the Premises, send written notice to Landlord of Tenant's telephone numbers at the Premises.

26. ATTORNEYS' FEES. In any lawsuit brought to enforce the Lease or under applicable law, the party in whose favor a judgment or decree has been rendered may recover reasonable court costs, including attorneys' fees, from the non-prevailing party.

27. MISCELLANEOUS.

A. Time is of the essence of the performance of each party's obligations under the Lease.

B. The Lease shall be binding upon and for the benefit of the heirs, personal representatives, successors, and permitted assigns of Landlord and Tenant, subject to the requirements specifically mentioned in the Lease. Whenever used, the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

C. The agreements contained in the Lease set forth the complete understanding of the parties and may not be changed or terminated orally.

D. No agreement to accept surrender of the Premises from Tenant will be valid unless in writing and signed by Landlord.

E. All questions concerning the meaning, execution, construction, effect, validity, and enforcement of the Lease shall be determined pursuant to the laws of Florida.

F. A facsimile copy of the Lease and any signatures hereon shall be considered for all purposes originals.

G. As required by law, Landlord makes the following disclosure: "RADON GAS." Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

28. BROKERS' COMMISSION. ☐ Check and complete if applicable. The brokerage companies named below will be paid the commission set forth in this paragraph by ☐ Landlord ☐ Tenant for procuring a tenant for this transaction.

Scott Smith, PA	
Real Estate Licensee	Real Estate Licensee
Keller Williams - Palm Beaches	
Real Estate Brokerage Company	Real Estate Brokerage Company
Commission	Commission

29. TENANT'S PERSONAL PROPERTY. TENANT MUST INITIAL IN THIS BOX ____ FOR THE FOLLOWING PROVISION TO APPLY. BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

The Lease has been executed by the parties on the dates indicated below.

Landlord's Signature	Date
Landlord's Signature	Date
Landlord's Signature	Date
Tenant's Signature	Date
Tenant's Signature	Date

This form was completed with the assistance of:

Name of Individual: _____

Name of Business: _____

Address: _____

Telephone Number: _____

RLHD-3x Rev.7/16 Approved on April 15, 2010, by the Supreme Court of Florida, for use under rule 10-2.1(a) of the Rules Regulating the Florida Bar.

Early Termination Fee/Liquidated Damages Addendum

☐ I agree, as provided in the rental agreement, to pay $_____(an amount that does not exceed two months' rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

☐ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

Landlord's Signature Date

Landlord's Signature Date

Landlord's Signature Date

Tenant's Signature Date

Tenant's Signature Date

PART II

RESIDENTIAL TENANCIES

83.40 Short title.
83.41 Application.
83.42 Exclusions from application of part.
83.43 Definitions.
83.44 Obligation of good faith.
83.45 Unconscionable rental agreement or provision.
83.46 Rent; duration of tenancies.
83.47 Prohibited provisions in rental agreements.
83.48 Attorney fees.
83.49 Deposit money or advance rent; duty of landlord and tenant.
83.50 Disclosure of landlord's address.
83.51 Landlord's obligation to maintain premises.
83.52 Tenant's obligation to maintain dwelling unit.
83.53 Landlord's access to dwelling unit.
83.535 Flotation bedding system; restrictions on use.
83.54 Enforcement of rights and duties; civil action; criminal offenses.
83.55 Right of action for damages.
83.56 Termination of rental agreement.
83.561 Termination of rental agreement upon foreclosure.
83.57 Termination of tenancy without specific term.
83.575 Termination of tenancy with specific duration.
83.58 Remedies; tenant holding over.
83.59 Right of action for possession.
83.595 Choice of remedies upon breach or early termination by tenant.
83.60 Defenses to action for rent or possession; procedure.
83.61 Disbursement of funds in registry of court; prompt final hearing.
83.62 Restoration of possession to landlord.
83.625 Power to award possession and enter money judgment.
83.63 Casualty damage.
83.64 Retaliatory conduct.
83.67 Prohibited practices.
83.681 Orders to enjoin violations of this part.
83.682 Termination of rental agreement by a servicemember.
83.683 Rental application by a servicemember

83.40 Short title.—This part shall be known as the "Florida Residential Landlord and Tenant Act."
History.—s. 2, ch. 73-330.

83.41 Application.—This part applies to the rental of a dwelling unit.
History.—s. 2, ch. 73-330; ss. 2, 20, ch. 82-66.

83.42 Exclusions from application of part.—This part does not apply to:
(1) Residency or detention in a facility, whether public or private, when residence or detention is incidental to the provision of medical, geriatric, educational, counseling, religious, or similar services. For residents of a facility licensed under part II of chapter 400, the provisions of s. 400.0255 are the exclusive procedures for all transfers and discharges.
(2) Occupancy under a contract of sale of a dwelling unit or the property of which it is a part in which the buyer has paid at least 12 months' rent or in which the buyer has paid at least 1 month's rent and a deposit of at least 5 percent of the purchase price of the property.
(3) Transient occupancy in a hotel, condominium, motel, roominghouse, or similar public lodging, or transient occupancy in a mobile home park.
(4) Occupancy by a holder of a proprietary lease in a cooperative apartment.
(5) Occupancy by an owner of a condominium unit.
History.—s. 2, ch. 73-330; s. 40, ch. 2012-160; s. 1, ch. 2013-136.

83.43 Definitions.—As used in this part, the following words and terms shall have the following meanings unless some other meaning is plainly indicated:
(1) "Building, housing, and health codes" means any law, ordinance, or governmental regulation concerning health, safety, sanitation or fitness for habitation, or the construction, maintenance, operation, occupancy, use, or appearance, of any dwelling unit.
(2) "Dwelling unit" means:
(a) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
(b) A mobile home rented by a tenant.
(c) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.
(3) "Landlord" means the owner or lessor of a dwelling unit.
(4) "Tenant" means any person entitled to occupy a dwelling unit under a rental agreement.

(5) “Premises” means a dwelling unit and the structure of which it is a part and a mobile home lot and the appurtenant facilities and grounds, areas, facilities, and property held out for the use of tenants generally.
(6) “Rent” means the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement.
(7) “Rental agreement” means any written agreement, including amendments or addenda, or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises.
(8) “Good faith” means honesty in fact in the conduct or transaction concerned.
(9) “Advance rent” means moneys paid to the landlord to be applied to future rent payment periods, but does not include rent paid in advance for a current rent payment period.
(10) “Transient occupancy” means occupancy when it is the intention of the parties that the occupancy will be temporary.
(11) “Deposit money” means any money held by the landlord on behalf of the tenant, including, but not limited to, damage deposits, security deposits, advance rent deposit, pet deposit, or any contractual deposit agreed to between landlord and tenant either in writing or orally.
(12) “Security deposits” means any moneys held by the landlord as security for the performance of the rental agreement, including, but not limited to, monetary damage to the landlord caused by the tenant’s breach of lease prior to the expiration thereof.
(13) “Legal holiday” means holidays observed by the clerk of the court.
(14) “Servicemember” shall have the same meaning as provided in s. 250.01.
(15) “Active duty” shall have the same meaning as provided in s. 250.01.
(16) “State active duty” shall have the same meaning as provided in s. 250.01.
(17) “Early termination fee” means any charge, fee, or forfeiture that is provided for in a written rental agreement and is assessed to a tenant when a tenant elects to terminate the rental agreement, as provided in the agreement, and vacates a dwelling unit before the end of the rental agreement. An early termination fee does not include:
(a) Unpaid rent and other accrued charges through the end of the month in which the landlord retakes possession of the dwelling unit.
(b) Charges for damages to the dwelling unit.
(c) Charges associated with a rental agreement settlement, release, buyout, or accord and satisfaction agreement.
History.—s. 2, ch. 73-330; s. 1, ch. 74-143; s. 1, ch. 81-190; s. 3, ch. 83-151; s. 17, ch. 94-170; s. 2, ch. 2003-72; s. 1, ch. 2008-131.

83.44 Obligation of good faith.—Every rental agreement or duty within this part imposes an obligation of good faith in its performance or enforcement.
History.—s. 2, ch. 73-330.

83.45 Unconscionable rental agreement or provision.—
(1) If the court as a matter of law finds a rental agreement or any provision of a rental agreement to have been unconscionable at the time it was made, the court may refuse to enforce the rental agreement, enforce the remainder of the rental agreement without the unconscionable provision, or so limit the application of any unconscionable provision as to avoid any unconscionable result.
(2) When it is claimed or appears to the court that the rental agreement or any provision thereof may be unconscionable, the parties shall be afforded a reasonable opportunity to present evidence as to meaning, relationship of the parties, purpose, and effect to aid the court in making the determination.
History.—s. 2, ch. 73-330.

83.46 Rent; duration of tenancies.—
(1) Unless otherwise agreed, rent is payable without demand or notice; periodic rent is payable at the beginning of each rent payment period; and rent is uniformly apportionable from day to day.
(2) If the rental agreement contains no provision as to duration of the tenancy, the duration is determined by the periods for which the rent is payable. If the rent is payable weekly, then the tenancy is from week to week; if payable monthly, tenancy is from month to month; if payable quarterly, tenancy is from quarter to quarter; if payable yearly, tenancy is from year to year.
(3) If the dwelling unit is furnished without rent as an incident of employment and there is no agreement as to the duration of the tenancy, the duration is determined by the periods for which wages are payable. If wages are payable weekly or more frequently, then the tenancy is from week to week; and if wages are payable monthly or no wages are payable, then the tenancy is from month to month. In the event that the employee ceases employment, the employer shall be entitled to rent for the period from the day after the employee ceases employment until the day that the dwelling unit is vacated at a rate equivalent to the rate charged for similarly situated residences in the area. This subsection shall not apply to an employee or a resident manager of an apartment house or an apartment complex when there is a written agreement to the contrary.
History.—s. 2, ch. 73-330; s. 2, ch. 81-190; s. 2, ch. 87-195; s. 2, ch. 90-133; s. 1, ch. 93-255.

83.47 Prohibited provisions in rental agreements.—
(1) A provision in a rental agreement is void and unenforceable to the extent that it:
(a) Purports to waive or preclude the rights, remedies, or requirements set forth in this part.
(b) Purports to limit or preclude any liability of the landlord to the tenant or of the tenant to the landlord, arising under law.
(2) If such a void and unenforceable provision is included in a rental agreement entered into, extended, or renewed after the effective date of this part and either party suffers actual damages as a result of the inclusion, the aggrieved party may recover those damages sustained after the effective date of this part.
History.—s. 2, ch. 73-330.
83.48 Attorney fees.—In any civil action brought to enforce the provisions of the rental agreement or this part, the party in whose favor a judgment or decree has been rendered may recover reasonable attorney fees and court costs from the nonprevailing party. The right to attorney fees in this section may not be waived in a lease agreement. However, attorney fees may not be awarded under this section in a claim for personal injury damages based on a breach of duty under s. 83.51.
History.—s. 2, ch. 73-330; s. 4, ch. 83-151; s. 2, ch. 2013-136.

83.49 Deposit money or advance rent; duty of landlord and tenant.—

(1) Whenever money is deposited or advanced by a tenant on a rental agreement as security for performance of the rental agreement or as advance rent for other than the next immediate rental period, the landlord or the landlord's agent shall either:
(a) Hold the total amount of such money in a separate non-interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord;
(b) Hold the total amount of such money in a separate interest-bearing account in a Florida banking institution for the benefit of the tenant or tenants, in which case the tenant shall receive and collect interest in an amount of at least 75 percent of the annualized average interest rate payable on such account or interest at the rate of 5 percent per year, simple interest, whichever the landlord elects. The landlord shall not commingle such moneys with any other funds of the landlord or hypothecate, pledge, or in any other way make use of such moneys until such moneys are actually due the landlord; or
(c) Post a surety bond, executed by the landlord as principal and a surety company authorized and licensed to do business in the state as surety, with the clerk of the circuit court in the county in which the dwelling unit is located in the total amount of the security deposits and advance rent he or she holds on behalf of the tenants or $50,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of the provisions of this section. In addition to posting the surety bond, the landlord shall pay to the tenant interest at the rate of 5 percent per year, simple interest. A landlord, or the landlord's agent, engaged in the renting of dwelling units in five or more counties, who holds deposit moneys or advance rent and who is otherwise subject to the provisions of this section, may, in lieu of posting a surety bond in each county, elect to post a surety bond in the form and manner provided in this paragraph with the office of the Secretary of State. The bond shall be in the total amount of the security deposit or advance rent held on behalf of tenants or in the amount of $250,000, whichever is less. The bond shall be conditioned upon the faithful compliance of the landlord with the provisions of this section and shall run to the Governor for the benefit of any tenant injured by the landlord's violation of this section. In addition to posting a surety bond, the landlord shall pay to the tenant interest on the security deposit or advance rent held on behalf of that tenant at the rate of 5 percent per year simple interest.
(2) The landlord shall, in the lease agreement or within 30 days after receipt of advance rent or a security deposit, give written notice to the tenant which includes disclosure of the advance rent or security deposit. Subsequent to providing such written notice, if the landlord changes the manner or location in which he or she is holding the advance rent or security deposit, he or she must notify the tenant within 30 days after the change as provided in paragraphs (a)-(d). The landlord is not required to give new or additional notice solely because the depository has merged with another financial institution, changed its name, or transferred ownership to a different financial institution. This subsection does not apply to any landlord who rents fewer than five individual dwelling units. Failure to give this notice is not a defense to the payment of rent when due. The written notice must:
(a) Be given in person or by mail to the tenant.
(b) State the name and address of the depository where the advance rent or security deposit is being held or state that the landlord has posted a surety bond as provided by law.
(c) State whether the tenant is entitled to interest on the deposit.
(d) Contain the following disclosure:

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE LANDLORD MAY TRANSFER ADVANCE RENTS TO THE LANDLORD'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE LANDLORD YOUR NEW ADDRESS SO THAT THE LANDLORD CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE LANDLORD MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE LANDLORD'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE LANDLORD STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE LANDLORD'S NOTICE, THE LANDLORD WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE LANDLORD FAILS TO TIMELY MAIL YOU NOTICE, THE LANDLORD MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE LANDLORD MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.

YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

(3) The landlord or the landlord's agent may disburse advance rents from the deposit account to the landlord's benefit when the advance rental period commences and without notice to the tenant. For all other deposits:
(a) Upon the vacating of the premises for termination of the lease, if the landlord does not intend to impose a claim on the security deposit, the landlord shall have 15 days to return the security deposit together with interest if otherwise required, or the landlord shall have 30 days to give the tenant written notice by certified mail to the tenant's last known mailing address of his or her intention to impose a claim on the deposit and the reason for imposing the claim. The notice shall contain a statement in substantially the following form:

This is a notice of my intention to impose a claim for damages in the amount of _____upon your security deposit, due to _____. It is sent to you as required by s. 83.49(3), Florida Statutes. You are hereby notified that you must object in writing to this deduction from your security deposit within 15 days from the time you receive this notice or I will be authorized to deduct my claim from your security deposit. Your objection must be sent to (landlord's address) .

If the landlord fails to give the required notice within the 30-day period, he or she forfeits the right to impose a claim upon the security deposit and may not seek a setoff against the deposit but may file an action for damages after return of the deposit.
(b) Unless the tenant objects to the imposition of the landlord's claim or the amount thereof within 15 days after receipt of the landlord's notice of intention to impose a claim, the landlord may then deduct the amount of his or her claim and shall remit the balance of the deposit to the tenant within 30 days after the date of the notice of intention to impose a claim for damages. The failure of the tenant to make a timely objection does not waive any rights of the tenant to seek damages in a separate action.
(c) If either party institutes an action in a court of competent jurisdiction to adjudicate the party's right to the security deposit, the prevailing party is entitled to receive his or her court costs plus a reasonable fee for his or her attorney. The court shall advance the cause on the calendar.
(d) Compliance with this section by an individual or business entity authorized to conduct business in this state, including Florida-licensed real estate brokers and sales associates, constitutes compliance with all other relevant Florida Statutes pertaining to security deposits held pursuant to a rental agreement or other landlord-tenant relationship. Enforcement personnel shall look solely to this section to determine compliance. This section prevails over any conflicting provisions in chapter 475 and in other sections of the Florida Statutes, and shall operate to permit licensed real estate brokers to disburse security deposits and deposit money without having to comply with the notice and settlement procedures contained in s. 475.25(1)(d).
(4) The provisions of this section do not apply to transient rentals by hotels or motels as defined in chapter 509; nor do they apply in those instances in which the amount of rent or deposit, or both, is regulated by law or by rules or regulations of a public body, including public housing authorities and federally administered or regulated housing programs including s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended, other than for rent stabilization. With the exception of subsections (3), (5), and (6), this section is not applicable to housing authorities or public housing agencies created pursuant to chapter 421 or other statutes.
(5) Except when otherwise provided by the terms of a written lease, any tenant who vacates or abandons the premises prior to the expiration of the term specified in the written lease, or any tenant who vacates or abandons premises which are the subject of a tenancy from week to week, month to month, quarter to quarter, or year to year, shall give at least 7 days' written notice by certified mail or personal delivery to the landlord prior to vacating or abandoning the premises which notice shall include the address where the tenant may be reached. Failure to give such notice shall relieve the landlord of the notice requirement of paragraph (3)(a) but shall not waive any right the tenant may have to the security deposit or any part of it.
(6) For the purposes of this part, a renewal of an existing rental agreement shall be considered a new rental agreement, and any security deposit carried forward shall be considered a new security deposit.
(7) Upon the sale or transfer of title of the rental property from one owner to another, or upon a change in the designated rental agent, any and all security deposits or advance rents being held for the benefit of the tenants shall be transferred to the new owner or agent, together with any earned interest and with an accurate accounting showing the amounts to be credited to each tenant account. Upon the transfer of such funds and records to the new owner or agent, and upon transmittal of a written receipt therefor, the transferor is free from the obligation imposed in subsection (1) to hold such moneys on behalf of the tenant. There is a rebuttable presumption that any new owner or agent received the security deposit from the previous owner or agent; however, this presumption is limited to 1 month's rent. This subsection does not excuse the landlord or agent for a violation of other provisions of this section while in possession of such deposits.
(8) Any person licensed under the provisions of s. 509.241, unless excluded by the provisions of this part, who fails to comply with the provisions of this part shall be subject to a fine or to the suspension or revocation of his or her license by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation in the manner provided in s. 509.261.
(9) In those cases in which interest is required to be paid to the tenant, the landlord shall pay directly to the tenant, or credit against the current month's rent, the interest due to the tenant at least once annually. However, no interest shall be due a tenant who wrongfully terminates his or her tenancy prior to the end of the rental term.
History.—s. 1, ch. 69-282; s. 3, ch. 70-360; s. 1, ch. 72-19; s. 1, ch. 72-43; s. 5, ch. 73-330; s. 1, ch. 74-93; s. 3, ch. 74-146; ss. 1, 2, ch. 75-133; s. 1, ch. 76-15; s. 1, ch. 77-445; s. 20, ch. 79-400; s. 21, ch. 82-66; s. 5, ch. 83-151; s. 13, ch. 83-217; s. 3, ch. 87-195; s. 1, ch. 87-369; s. 3, ch. 88-379; s. 2, ch. 93-255; s. 5, ch. 94-218; s. 1372, ch. 95-147; s. 1, ch. 96-146; s. 1, ch. 2001-179; s. 53, ch. 2003-164; s. 3, ch. 2013-136.
Note.—Former s. 83.261.

83.50 Disclosure of landlord's address.—In addition to any other disclosure required by law, the landlord, or a person authorized to enter into a rental agreement on the landlord's behalf, shall disclose in writing to the tenant, at or before the commencement of the tenancy, the name and address of the landlord or a person authorized to receive notices and demands in the landlord's behalf. The person so authorized to receive notices and demands retains authority until the tenant is notified otherwise. All notices of such names and addresses or changes thereto shall be delivered to the tenant's residence or, if specified in writing by the tenant, to any other address.
History.—s. 2, ch. 73-330; s. 443, ch. 95-147; s. 5, ch. 2013-136.

83.51 Landlord's obligation to maintain premises.—
(1) The landlord at all times during the tenancy shall:
(a) Comply with the requirements of applicable building, housing, and health codes; or
(b) Where there are no applicable building, housing, or health codes, maintain the roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads and the plumbing in reasonable working condition. The landlord, at commencement of the tenancy, must ensure that screens are installed in a reasonable condition. Thereafter, the landlord must repair damage to screens once annually, when necessary, until termination of the rental agreement.

The landlord is not required to maintain a mobile home or other structure owned by the tenant. The landlord's obligations under this subsection may be altered or modified in writing with respect to a single-family home or duplex.
(2)(a) Unless otherwise agreed in writing, in addition to the requirements of subsection (1), the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for:

1. The extermination of rats, mice, roaches, ants, wood-destroying organisms, and bedbugs. When vacation of the premises is required for such extermination, the landlord is not liable for damages but shall abate the rent. The tenant must temporarily vacate the premises for a period of time not to exceed 4 days, on 7 days' written notice, if necessary, for extermination pursuant to this subparagraph.
2. Locks and keys.
3. The clean and safe condition of common areas.
4. Garbage removal and outside receptacles therefor.
5. Functioning facilities for heat during winter, running water, and hot water.
(b) Unless otherwise agreed in writing, at the commencement of the tenancy of a single-family home or duplex, the landlord shall install working smoke detection devices. As used in this paragraph, the term "smoke detection device" means an electrical or battery-operated device which detects visible or invisible particles of combustion and which is listed by Underwriters Laboratories, Inc., Factory Mutual Laboratories, Inc., or any other nationally recognized testing laboratory using nationally accepted testing standards.
(c) Nothing in this part authorizes the tenant to raise a noncompliance by the landlord with this subsection as a defense to an action for possession under s. 83.59.
(d) This subsection shall not apply to a mobile home owned by a tenant.
(e) Nothing contained in this subsection prohibits the landlord from providing in the rental agreement that the tenant is obligated to pay costs or charges for garbage removal, water, fuel, or utilities.
(3) If the duty imposed by subsection (1) is the same or greater than any duty imposed by subsection (2), the landlord's duty is determined by subsection (1).
(4) The landlord is not responsible to the tenant under this section for conditions created or caused by the negligent or wrongful act or omission of the tenant, a member of the tenant's family, or other person on the premises with the tenant's consent.
History.—s. 2, ch. 73-330; s. 22, ch. 82-66; s. 4, ch. 87-195; s. 1, ch. 90-133; s. 3, ch. 93-255; s. 444, ch. 95-147; s. 8, ch. 97-95; s. 6, ch. 2013-136.

83.52 Tenant's obligation to maintain dwelling unit.—The tenant at all times during the tenancy shall:
(1) Comply with all obligations imposed upon tenants by applicable provisions of building, housing, and health codes.
(2) Keep that part of the premises which he or she occupies and uses clean and sanitary.
(3) Remove from the tenant's dwelling unit all garbage in a clean and sanitary manner.
(4) Keep all plumbing fixtures in the dwelling unit or used by the tenant clean and sanitary and in repair.
(5) Use and operate in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities and appliances, including elevators.
(6) Not destroy, deface, damage, impair, or remove any part of the premises or property therein belonging to the landlord nor permit any person to do so.
(7) Conduct himself or herself, and require other persons on the premises with his or her consent to conduct themselves, in a manner that does not unreasonably disturb the tenant's neighbors or constitute a breach of the peace.
History.—s. 2, ch. 73-330; s. 445, ch. 95-147.

83.53 Landlord's access to dwelling unit.—
(1) The tenant shall not unreasonably withhold consent to the landlord to enter the dwelling unit from time to time in order to inspect the premises; make necessary or agreed repairs, decorations, alterations, or improvements; supply agreed services; or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors.
(2) The landlord may enter the dwelling unit at any time for the protection or preservation of the premises. The landlord may enter the dwelling unit upon reasonable notice to the tenant and at a reasonable time for the purpose of repair of the premises. "Reasonable notice" for the purpose of repair is notice given at least 12 hours prior to the entry, and reasonable time for the purpose of repair shall be between the hours of 7:30 a.m. and 8:00 p.m. The landlord may enter the dwelling unit when necessary for the further purposes set forth in subsection (1) under any of the following circumstances:
(a) With the consent of the tenant;
(b) In case of emergency;
(c) When the tenant unreasonably withholds consent; or
(d) If the tenant is absent from the premises for a period of time equal to one-half the time for periodic rental payments. If the rent is current and the tenant notifies the landlord of an intended absence, then the landlord may enter only with the consent of the tenant or for the protection or preservation of the premises.
(3) The landlord shall not abuse the right of access nor use it to harass the tenant.
History.—s. 2, ch. 73-330; s. 5, ch. 87-195; s. 4, ch. 93-255; s. 446, ch. 95-147.

83.535 Flotation bedding system; restrictions on use.—No landlord may prohibit a tenant from using a flotation bedding system in a dwelling unit, provided the flotation bedding system does not violate applicable building codes. The tenant shall be required to carry in the tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the tenant and owner against personal injury and property damage to the dwelling units. In any case, the policy shall carry a loss payable clause to the owner of the building.
History.—s. 7, ch. 82-66; s. 5, ch. 93-255.

83.54 Enforcement of rights and duties; civil action; criminal offenses.—Any right or duty declared in this part is enforceable by civil action. A right or duty enforced by civil action under this section does not preclude prosecution for a criminal offense related to the lease or leased property.
History.—s. 2, ch. 73-330; s. 7, ch. 2013-136.

83.55 Right of action for damages.—If either the landlord or the tenant fails to comply with the requirements of the rental agreement or this part, the aggrieved party may recover the damages caused by the noncompliance.
History.—s. 2, ch. 73-330.

83.56 Termination of rental agreement.—

(1) If the landlord materially fails to comply with s. 83.51(1) or material provisions of the rental agreement within 7 days after delivery of written notice by the tenant specifying the noncompliance and indicating the intention of the tenant to terminate the rental agreement by reason thereof, the tenant may terminate the rental agreement. If the failure to comply with s. 83.51(1) or material provisions of the rental agreement is due to causes beyond the control of the landlord and the landlord has made and continues to make every reasonable effort to correct the failure to comply, the rental agreement may be terminated or altered by the parties, as follows:
(a) If the landlord's failure to comply renders the dwelling unit untenantable and the tenant vacates, the tenant shall not be liable for rent during the period the dwelling unit remains uninhabitable.
(b) If the landlord's failure to comply does not render the dwelling unit untenantable and the tenant remains in occupancy, the rent for the period of noncompliance shall be reduced by an amount in proportion to the loss of rental value caused by the noncompliance.
(2) If the tenant materially fails to comply with s. 83.52 or material provisions of the rental agreement, other than a failure to pay rent, or reasonable rules or regulations, the landlord may:
(a) If such noncompliance is of a nature that the tenant should not be given an opportunity to cure it or if the noncompliance constitutes a subsequent or continuing noncompliance within 12 months of a written warning by the landlord of a similar violation, deliver a written notice to the tenant specifying the noncompliance and the landlord's intent to terminate the rental agreement by reason thereof. Examples of noncompliance which are of a nature that the tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the landlord's or other tenants' property by intentional act or a subsequent or continued unreasonable disturbance. In such event, the landlord may terminate the rental agreement, and the tenant shall have 7 days from the date that the notice is delivered to vacate the premises. The notice shall be in substantially the following form:

You are advised that your lease is terminated effective immediately. You shall have 7 days from the delivery of this letter to vacate the premises. This action is taken because (cite the noncompliance) .
(b) If such noncompliance is of a nature that the tenant should be given an opportunity to cure it, deliver a written notice to the tenant specifying the noncompliance, including a notice that, if the noncompliance is not corrected within 7 days from the date that the written notice is delivered, the landlord shall terminate the rental agreement by reason thereof. Examples of such noncompliance include, but are not limited to, activities in contravention of the lease or this part such as having or permitting unauthorized pets, guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. If such noncompliance recurs within 12 months after notice, an eviction action may commence without delivering a subsequent notice pursuant to paragraph (a) or this paragraph. The notice shall be in substantially the following form:

You are hereby notified that (cite the noncompliance) . Demand is hereby made that you remedy the noncompliance within 7 days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination. If this same conduct or conduct of a similar nature is repeated within 12 months, your tenancy is subject to termination without further warning and without your being given an opportunity to cure the noncompliance.
(3) If the tenant fails to pay rent when due and the default continues for 3 days, excluding Saturday, Sunday, and legal holidays, after delivery of written demand by the landlord for payment of the rent or possession of the premises, the landlord may terminate the rental agreement. Legal holidays for the purpose of this section shall be court-observed holidays only. The 3-day notice shall contain a statement in substantially the following form:

You are hereby notified that you are indebted to me in the sum of _____ dollars for the rent and use of the premises (address of leased premises, including county) , Florida, now occupied by you and that I demand payment of the rent or possession of the premises within 3 days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to wit: on or before the day of , (year) .

(landlord's name, address and phone number)
(4) The delivery of the written notices required by subsections (1), (2), and (3) shall be by mailing or delivery of a true copy thereof or, if the tenant is absent from the premises, by leaving a copy thereof at the residence. The notice requirements of subsections (1), (2), and (3) may not be waived in the lease.
(5)(a) If the landlord accepts rent with actual knowledge of a noncompliance by the tenant or accepts performance by the tenant of any other provision of the rental agreement that is at variance with its provisions, or if the tenant pays rent with actual knowledge of a noncompliance by the landlord or accepts performance by the landlord of any other provision of the rental agreement that is at variance with its provisions, the landlord or tenant waives his or her right to terminate the rental agreement or to bring a civil action for that noncompliance, but not for any subsequent or continuing noncompliance. However, a landlord does not waive the right to terminate the rental agreement or to bring a civil action for that noncompliance by accepting partial rent for the period. If partial rent is accepted after posting the notice for nonpayment, the landlord must:
1. Provide the tenant with a receipt stating the date and amount received and the agreed upon date and balance of rent due before filing an action for possession;
2. Place the amount of partial rent accepted from the tenant in the registry of the court upon filing the action for possession; or
3. Post a new 3-day notice reflecting the new amount due.
(b) Any tenant who wishes to defend against an action by the landlord for possession of the unit for noncompliance of the rental agreement or of relevant statutes must comply with s. 83.60(2). The court may not set a date for mediation or trial unless the provisions of s. 83.60(2) have been met, but must enter a default judgment for removal of the tenant with a writ of possession to issue immediately if the tenant fails to comply with s. 83.60(2).
(c) This subsection does not apply to that portion of rent subsidies received from a local, state, or national government or an agency of local, state, or national government; however, waiver will occur if an action has not been instituted within 45 days after the landlord obtains actual knowledge of the noncompliance.
(6) If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).
History.—s. 2, ch. 73-330; s. 23, ch. 82-66; s. 6, ch. 83-151; s. 14, ch. 83-217; s. 6, ch. 87-195; s. 6, ch. 93-255; s. 6, ch. 94-170; s. 1373, ch. 95-147; s. 5, ch. 99-6; s. 8, ch. 2013-136.

83.561 Termination of rental agreement upon foreclosure.—
(1) If a tenant is occupying residential premises that are the subject of a foreclosure sale, upon issuance of a certificate of title following the sale, the purchaser named in the certificate of title takes title to the residential premises subject to the rights of the tenant under this section.
(a) The tenant may remain in possession of the premises for 30 days following the date of the purchaser's delivery of a written 30-day notice of termination.
(b) The tenant is entitled to the protections of s. 83.67.
(c) The 30-day notice of termination must be in substantially the following form:

NOTICE TO TENANT OF TERMINATION

You are hereby notified that your rental agreement is terminated on the date of delivery of this notice, that your occupancy is terminated 30 days following the date of the delivery of this notice, and that I demand possession of the premises on (date) . If you do not vacate the premises by that date, I will ask the court for an order allowing me to remove you and your belongings from the premises. You are obligated to pay rent during the 30-day period for any amount that might accrue during that period. Your rent must be delivered to (landlord's name and address) .
(d) The 30-day notice of termination shall be delivered in the same manner as provided in s. 83.56(4).
(2) The purchaser at the foreclosure sale may apply to the court for a writ of possession based upon a sworn affidavit that the 30-day notice of termination was delivered to the tenant and the tenant has failed to vacate the premises at the conclusion of the 30-day period. If the court awards a writ of possession, the writ must be served on the tenant. The writ of possession shall be governed by s. 83.62.
(3) This section does not apply if:
(a) The tenant is the mortgagor in the subject foreclosure or is the child, spouse, or parent of the mortgagor in the subject foreclosure.
(b) The tenant's rental agreement is not the result of an arm's length transaction.
(c) The tenant's rental agreement allows the tenant to pay rent that is substantially less than the fair market rent for the premises, unless the rent is reduced or subsidized due to a federal, state, or local subsidy.
(4) A purchaser at a foreclosure sale of a residential premises occupied by a tenant does not assume the obligations of a landlord, except as provided in paragraph (1)(b), unless or until the purchaser assumes an existing rental agreement with the tenant that has not ended or enters into a new rental agreement with the tenant.
History.—s. 1, ch. 2015-96.

83.57 Termination of tenancy without specific term.—A tenancy without a specific duration, as defined in s. 83.46(2) or (3), may be terminated by either party giving written notice in the manner provided in s. 83.56(4), as follows:
(1) When the tenancy is from year to year, by giving not less than 60 days' notice prior to the end of any annual period;
(2) When the tenancy is from quarter to quarter, by giving not less than 30 days' notice prior to the end of any quarterly period;
(3) When the tenancy is from month to month, by giving not less than 15 days' notice prior to the end of any monthly period; and
(4) When the tenancy is from week to week, by giving not less than 7 days' notice prior to the end of any weekly period.
History.—s. 2, ch. 73-330; s. 3, ch. 81-190; s. 15, ch. 83-217.

83.575 Termination of tenancy with specific duration.—
(1) A rental agreement with a specific duration may contain a provision requiring the tenant to notify the landlord within a specified period before vacating the premises at the end of the rental agreement, if such provision requires the landlord to notify the tenant within such notice period if the rental agreement will not be renewed; however, a rental agreement may not require more than 60 days' notice from either the tenant or the landlord.
(2) A rental agreement with a specific duration may provide that if a tenant fails to give the required notice before vacating the premises at the end of the rental agreement, the tenant may be liable for liquidated damages as specified in the rental agreement if the landlord provides written notice to the tenant specifying the tenant's obligations under the notification provision contained in the lease and the date the rental agreement is terminated. The landlord must provide such written notice to the tenant within 15 days before the start of the notification period contained in the lease. The written notice shall list all fees, penalties, and other charges applicable to the tenant under this subsection.
(3) If the tenant remains on the premises with the permission of the landlord after the rental agreement has terminated and fails to give notice required under s. 83.57(3), the tenant is liable to the landlord for an additional 1 month's rent.
History.—s. 3, ch. 2003-30; s. 1, ch. 2004-375; s. 9, ch. 2013-136.

83.58 Remedies; tenant holding over.—If the tenant holds over and continues in possession of the dwelling unit or any part thereof after the expiration of the rental agreement without the permission of the landlord, the landlord may recover possession of the dwelling unit in the manner provided for in s. 83.59. The landlord may also recover double the amount of rent due on the dwelling unit, or any part thereof, for the period during which the tenant refuses to surrender possession.
History.—s. 2, ch. 73-330; s. 10, ch. 2013-136.

83.59 Right of action for possession.—
(1) If the rental agreement is terminated and the tenant does not vacate the premises, the landlord may recover possession of the dwelling unit as provided in this section.
(2) A landlord, the landlord's attorney, or the landlord's agent, applying for the removal of a tenant, shall file in the county court of the county where the premises are situated a complaint describing the dwelling unit and stating the facts that authorize its recovery. A landlord's agent is not permitted to take any action other than the initial filing of the complaint, unless the landlord's agent is an attorney. The landlord is entitled to the summary procedure provided in s. 51.011, and the court shall advance the cause on the calendar.
(3) The landlord shall not recover possession of a dwelling unit except:
(a) In an action for possession under subsection (2) or other civil action in which the issue of right of possession is determined;
(b) When the tenant has surrendered possession of the dwelling unit to the landlord;

(c) When the tenant has abandoned the dwelling unit. In the absence of actual knowledge of abandonment, it shall be presumed that the tenant has abandoned the dwelling unit if he or she is absent from the premises for a period of time equal to one-half the time for periodic rental payments. However, this presumption does not apply if the rent is current or the tenant has notified the landlord, in writing, of an intended absence; or
(d) When the last remaining tenant of a dwelling unit is deceased, personal property remains on the premises, rent is unpaid, at least 60 days have elapsed following the date of death, and the landlord has not been notified in writing of the existence of a probate estate or of the name and address of a personal representative. This paragraph does not apply to a dwelling unit used in connection with a federally administered or regulated housing program, including programs under s. 202, s. 221(d)(3) and (4), s. 236, or s. 8 of the National Housing Act, as amended.
(4) The prevailing party is entitled to have judgment for costs and execution therefor.
History.—s. 2, ch. 73-330; s. 1, ch. 74-146; s. 24, ch. 82-66; s. 1, ch. 92-36; s. 447, ch. 95-147; s. 1, ch. 2007-136; s. 11, ch. 2013-136.

83.595 Choice of remedies upon breach or early termination by tenant.—If the tenant breaches the rental agreement for the dwelling unit and the landlord has obtained a writ of possession, or the tenant has surrendered possession of the dwelling unit to the landlord, or the tenant has abandoned the dwelling unit, the landlord may:
(1) Treat the rental agreement as terminated and retake possession for his or her own account, thereby terminating any further liability of the tenant;
(2) Retake possession of the dwelling unit for the account of the tenant, holding the tenant liable for the difference between the rent stipulated to be paid under the rental agreement and what the landlord is able to recover from a reletting. If the landlord retakes possession, the landlord has a duty to exercise good faith in attempting to relet the premises, and any rent received by the landlord as a result of the reletting must be deducted from the balance of rent due from the tenant. For purposes of this subsection, the term “good faith in attempting to relet the premises” means that the landlord uses at least the same efforts to relet the premises as were used in the initial rental or at least the same efforts as the landlord uses in attempting to rent other similar rental units but does not require the landlord to give a preference in renting the premises over other vacant dwelling units that the landlord owns or has the responsibility to rent;
(3) Stand by and do nothing, holding the lessee liable for the rent as it comes due; or
(4) Charge liquidated damages, as provided in the rental agreement, or an early termination fee to the tenant if the landlord and tenant have agreed to liquidated damages or an early termination fee, if the amount does not exceed 2 months’ rent, and if, in the case of an early termination fee, the tenant is required to give no more than 60 days’ notice, as provided in the rental agreement, prior to the proposed date of early termination. This remedy is available only if the tenant and the landlord, at the time the rental agreement was made, indicated acceptance of liquidated damages or an early termination fee. The tenant must indicate acceptance of liquidated damages or an early termination fee by signing a separate addendum to the rental agreement containing a provision in substantially the following form:

☐ I agree, as provided in the rental agreement, to pay $_____ (an amount that does not exceed 2 months’ rent) as liquidated damages or an early termination fee if I elect to terminate the rental agreement, and the landlord waives the right to seek additional rent beyond the month in which the landlord retakes possession.

☐ I do not agree to liquidated damages or an early termination fee, and I acknowledge that the landlord may seek damages as provided by law.

(a) In addition to liquidated damages or an early termination fee, the landlord is entitled to the rent and other charges accrued through the end of the month in which the landlord retakes possession of the dwelling unit and charges for damages to the dwelling unit.
(b) This subsection does not apply if the breach is failure to give notice as provided in s. 83.575.
History.—s. 2, ch. 87-369; s. 4, ch. 88-379; s. 448, ch. 95-147; s. 2, ch. 2008-131.

83.60 Defenses to action for rent or possession; procedure.—
(1)(a) In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent or in an action by the landlord under s. 83.55 seeking to recover unpaid rent, the tenant may defend upon the ground of a material noncompliance with s. 83.51(1), or may raise any other defense, whether legal or equitable, that he or she may have, including the defense of retaliatory conduct in accordance with s. 83.64. The landlord must be given an opportunity to cure a deficiency in a notice or in the pleadings before dismissal of the action.
(b) The defense of a material noncompliance with s. 83.51(1) may be raised by the tenant if 7 days have elapsed after the delivery of written notice by the tenant to the landlord, specifying the noncompliance and indicating the intention of the tenant not to pay rent by reason thereof. Such notice by the tenant may be given to the landlord, the landlord’s representative as designated pursuant to s. 83.50, a resident manager, or the person or entity who collects the rent on behalf of the landlord. A material noncompliance with s. 83.51(1) by the landlord is a complete defense to an action for possession based upon nonpayment of rent, and, upon hearing, the court or the jury, as the case may be, shall determine the amount, if any, by which the rent is to be reduced to reflect the diminution in value of the dwelling unit during the period of noncompliance with s. 83.51(1). After consideration of all other relevant issues, the court shall enter appropriate judgment.
(2) In an action by the landlord for possession of a dwelling unit, if the tenant interposes any defense other than payment, including, but not limited to, the defense of a defective 3-day notice, the tenant shall pay into the registry of the court the accrued rent as alleged in the complaint or as determined by the court and the rent that accrues during the pendency of the proceeding, when due. The clerk shall notify the tenant of such requirement in the summons. Failure of the tenant to pay the rent into the registry of the court or to file a motion to determine the amount of rent to be paid into the registry within 5 days, excluding Saturdays, Sundays, and legal holidays, after the date of service of process constitutes an absolute waiver of the tenant’s defenses other than payment, and the landlord is entitled to an immediate default judgment for removal of the tenant with a writ of possession to issue without further notice or hearing thereon. If a motion to determine rent is filed, documentation in support of the allegation that the rent as alleged in the complaint is in error is required. Public housing tenants or tenants receiving rent subsidies are required to deposit only that portion of the full rent for which they are responsible pursuant to the federal, state, or local program in which they are participating.
History.—s. 2, ch. 73-330; s. 7, ch. 83-151; s. 7, ch. 87-195; s. 7, ch. 93-255; s. 7, ch. 94-170; s. 1374, ch. 95-147; s. 12, ch. 2013-136.

83.61 Disbursement of funds in registry of court; prompt final hearing.—When the tenant has deposited funds into the registry of the court in accordance with the provisions of s. 83.60(2) and the landlord is in actual danger of loss of the premises or other personal hardship

resulting from the loss of rental income from the premises, the landlord may apply to the court for disbursement of all or part of the funds or for prompt final hearing. The court shall advance the cause on the calendar. The court, after preliminary hearing, may award all or any portion of the funds on deposit to the landlord or may proceed immediately to a final resolution of the cause.
History.—s. 2, ch. 73-330; s. 2, ch. 74-146.

83.62 Restoration of possession to landlord.—
(1) In an action for possession, after entry of judgment in favor of the landlord, the clerk shall issue a writ to the sheriff describing the premises and commanding the sheriff to put the landlord in possession after 24 hours' notice conspicuously posted on the premises. Saturdays, Sundays, and legal holidays do not stay the 24-hour notice period.
(2) At the time the sheriff executes the writ of possession or at any time thereafter, the landlord or the landlord's agent may remove any personal property found on the premises to or near the property line. Subsequent to executing the writ of possession, the landlord may request the sheriff to stand by to keep the peace while the landlord changes the locks and removes the personal property from the premises. When such a request is made, the sheriff may charge a reasonable hourly rate, and the person requesting the sheriff to stand by to keep the peace shall be responsible for paying the reasonable hourly rate set by the sheriff. Neither the sheriff nor the landlord or the landlord's agent shall be liable to the tenant or any other party for the loss, destruction, or damage to the property after it has been removed.
History.—s. 2, ch. 73-330; s. 3, ch. 82-66; s. 5, ch. 88-379; s. 8, ch. 94-170; s. 1375, ch. 95-147; s. 2, ch. 96-146; s. 13, ch. 2013-136.

83.625 Power to award possession and enter money judgment.—In an action by the landlord for possession of a dwelling unit based upon nonpayment of rent, if the court finds the rent is due, owing, and unpaid and by reason thereof the landlord is entitled to possession of the premises, the court, in addition to awarding possession of the premises to the landlord, shall direct, in an amount which is within its jurisdictional limitations, the entry of a money judgment with costs in favor of the landlord and against the tenant for the amount of money found due, owing, and unpaid by the tenant to the landlord. However, no money judgment shall be entered unless service of process has been effected by personal service or, where authorized by law, by certified or registered mail, return receipt, or in any other manner prescribed by law or the rules of the court; and no money judgment may be entered except in compliance with the Florida Rules of Civil Procedure. The prevailing party in the action may also be awarded attorney's fees and costs.
History.—s. 1, ch. 75-147; s. 8, ch. 87-195; s. 6, ch. 88-379.

83.63 Casualty damage.—If the premises are damaged or destroyed other than by the wrongful or negligent acts of the tenant so that the enjoyment of the premises is substantially impaired, the tenant may terminate the rental agreement and immediately vacate the premises. The tenant may vacate the part of the premises rendered unusable by the casualty, in which case the tenant's liability for rent shall be reduced by the fair rental value of that part of the premises damaged or destroyed. If the rental agreement is terminated, the landlord shall comply with s. 83.49(3).
History.—s. 2, ch. 73-330; s. 449, ch. 95-147; s. 14, ch. 2013-136.

83.64 Retaliatory conduct.—
(1) It is unlawful for a landlord to discriminatorily increase a tenant's rent or decrease services to a tenant, or to bring or threaten to bring an action for possession or other civil action, primarily because the landlord is retaliating against the tenant. In order for the tenant to raise the defense of retaliatory conduct, the tenant must have acted in good faith. Examples of conduct for which the landlord may not retaliate include, but are not limited to, situations where:
(a) The tenant has complained to a governmental agency charged with responsibility for enforcement of a building, housing, or health code of a suspected violation applicable to the premises;
(b) The tenant has organized, encouraged, or participated in a tenant organization;
(c) The tenant has complained to the landlord pursuant to s. 83.56(1);
(d) The tenant is a servicemember who has terminated a rental agreement pursuant to s. 83.682;
(e) The tenant has paid rent to a condominium, cooperative, or homeowners' association after demand from the association in order to pay the landlord's obligation to the association; or
(f) The tenant has exercised his or her rights under local, state, or federal fair housing laws.
(2) Evidence of retaliatory conduct may be raised by the tenant as a defense in any action brought against him or her for possession.
(3) In any event, this section does not apply if the landlord proves that the eviction is for good cause. Examples of good cause include, but are not limited to, good faith actions for nonpayment of rent, violation of the rental agreement or of reasonable rules, or violation of the terms of this chapter.
(4) "Discrimination" under this section means that a tenant is being treated differently as to the rent charged, the services rendered, or the action being taken by the landlord, which shall be a prerequisite to a finding of retaliatory conduct.
History.—s. 8, ch. 83-151; s. 450, ch. 95-147; s. 3, ch. 2003-72; s. 15, ch. 2013-136.

83.67 Prohibited practices.—
(1) A landlord of any dwelling unit governed by this part shall not cause, directly or indirectly, the termination or interruption of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, elevator, garbage collection, or refrigeration, whether or not the utility service is under the control of, or payment is made by, the landlord.
(2) A landlord of any dwelling unit governed by this part shall not prevent the tenant from gaining reasonable access to the dwelling unit by any means, including, but not limited to, changing the locks or using any bootlock or similar device.
(3) A landlord of any dwelling unit governed by this part shall not discriminate against a servicemember in offering a dwelling unit for rent or in any of the terms of the rental agreement.
(4) A landlord shall not prohibit a tenant from displaying one portable, removable, cloth or plastic United States flag, not larger than 4 and 1/2 feet by 6 feet, in a respectful manner in or on the dwelling unit regardless of any provision in the rental agreement dealing with flags or decorations. The United States flag shall be displayed in accordance with s. 83.52(6). The landlord is not liable for damages caused by a United States flag displayed by a tenant. Any United States flag may not infringe upon the space rented by any other tenant.
(5) A landlord of any dwelling unit governed by this part shall not remove the outside doors, locks, roof, walls, or windows of the unit except for purposes of maintenance, repair, or replacement; and the landlord shall not remove the tenant's personal property from the dwelling unit unless such action is taken after surrender, abandonment, recovery of possession of the dwelling unit due to the death of the last remaining

tenant in accordance with s. 83.59(3)(d), or a lawful eviction. If provided in the rental agreement or a written agreement separate from the rental agreement, upon surrender or abandonment by the tenant, the landlord is not required to comply with s. 715.104 and is not liable or responsible for storage or disposition of the tenant's personal property; if provided in the rental agreement, there must be printed or clearly stamped on such rental agreement a legend in substantially the following form:

BY SIGNING THIS RENTAL AGREEMENT, THE TENANT AGREES THAT UPON SURRENDER, ABANDONMENT, OR RECOVERY OF POSSESSION OF THE DWELLING UNIT DUE TO THE DEATH OF THE LAST REMAINING TENANT, AS PROVIDED BY CHAPTER 83, FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY.

For the purposes of this section, abandonment shall be as set forth in s. 83.59(3)(c).
(6) A landlord who violates any provision of this section shall be liable to the tenant for actual and consequential damages or 3 months' rent, whichever is greater, and costs, including attorney's fees. Subsequent or repeated violations that are not contemporaneous with the initial violation shall be subject to separate awards of damages.
(7) A violation of this section constitutes irreparable harm for the purposes of injunctive relief.
(8) The remedies provided by this section are not exclusive and do not preclude the tenant from pursuing any other remedy at law or equity that the tenant may have. The remedies provided by this section shall also apply to a servicemember who is a prospective tenant who has been discriminated against under subsection (3).
History.—s. 3, ch. 87-369; s. 7, ch. 88-379; s. 3, ch. 90-133; s. 3, ch. 96-146; s. 2, ch. 2001-179; s. 2, ch. 2003-30; s. 4, ch. 2003-72; s. 1, ch. 2004-236; s. 2, ch. 2007-136.

83.681 Orders to enjoin violations of this part.—
(1) A landlord who gives notice to a tenant of the landlord's intent to terminate the tenant's lease pursuant to s. 83.56(2)(a), due to the tenant's intentional destruction, damage, or misuse of the landlord's property may petition the county or circuit court for an injunction prohibiting the tenant from continuing to violate any of the provisions of that part.
(2) The court shall grant the relief requested pursuant to subsection (1) in conformity with the principles that govern the granting of injunctive relief from threatened loss or damage in other civil cases.
(3) Evidence of a tenant's intentional destruction, damage, or misuse of the landlord's property in an amount greater than twice the value of money deposited with the landlord pursuant to s. 83.49 or $300, whichever is greater, shall constitute irreparable harm for the purposes of injunctive relief.
History.—s. 8, ch. 93-255; s. 451, ch. 95-147.

83.682 Termination of rental agreement by a servicemember.—
(1) Any servicemember may terminate his or her rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice if any of the following criteria are met:
(a) The servicemember is required, pursuant to a permanent change of station orders, to move 35 miles or more from the location of the rental premises;
(b) The servicemember is prematurely or involuntarily discharged or released from active duty or state active duty;
(c) The servicemember is released from active duty or state active duty after having leased the rental premises while on active duty or state active duty status and the rental premises is 35 miles or more from the servicemember's home of record prior to entering active duty or state active duty;
(d) After entering into a rental agreement, the servicemember receives military orders requiring him or her to move into government quarters or the servicemember becomes eligible to live in and opts to move into government quarters;
(e) The servicemember receives temporary duty orders, temporary change of station orders, or state active duty orders to an area 35 miles or more from the location of the rental premises, provided such orders are for a period exceeding 60 days; or
(f) The servicemember has leased the property, but prior to taking possession of the rental premises, receives a change of orders to an area that is 35 miles or more from the location of the rental premises.
(2) The notice to the landlord must be accompanied by either a copy of the official military orders or a written verification signed by the servicemember's commanding officer.
(3) In the event a servicemember dies during active duty, an adult member of his or her immediate family may terminate the servicemember's rental agreement by providing the landlord with a written notice of termination to be effective on the date stated in the notice that is at least 30 days after the landlord's receipt of the notice. The notice to the landlord must be accompanied by either a copy of the official military orders showing the servicemember was on active duty or a written verification signed by the servicemember's commanding officer and a copy of the servicemember's death certificate.
(4) Upon termination of a rental agreement under this section, the tenant is liable for the rent due under the rental agreement prorated to the effective date of the termination payable at such time as would have otherwise been required by the terms of the rental agreement. The tenant is not liable for any other rent or damages due to the early termination of the tenancy as provided for in this section. Notwithstanding any provision of this section to the contrary, if a tenant terminates the rental agreement pursuant to this section 14 or more days prior to occupancy, no damages or penalties of any kind will be assessable.
(5) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.
History.—s. 6, ch. 2001-179; s. 1, ch. 2002-4; s. 1, ch. 2003-30; s. 5, ch. 2003-72.

83.683 Rental application by a servicemember. –
(1) If a landlord requires a prospective tenant to complete a rental application before residing in a rental unit, the landlord must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for denial. Absent a timely denial of the rental application, the landlord must lease the rental unit to the servicemember if all other terms of the application and lease are complied with.

(2) If a condominium association, as defined in chapter 718, a cooperative association, as defined in chapter 719, or a homeowners' association, as defined in chapter 720, requires a prospective tenant of a condominium unit, cooperative unit, or parcel within the association's control to complete a rental application before residing in a rental unit or parcel, the association must complete processing of a rental application submitted by a prospective tenant who is a servicemember, as defined in s. 250.01, within 7 days after submission and must, within that 7-day period, notify the servicemember in writing of an application approval or denial and, if denied, the reason for the denial. Absent timely denial of the rental application, the association must allow the unit or parcel owner to lease the rental unit or parcel to the servicemember and the landlord must lease the unit or parcel to the servicemember if all other terms of the application and lease are complied with.
(3) The provisions of this section may not be waived or modified by the agreement of the parties under any circumstances.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Michelle Longarzo
1425 SW Edinburgh Drive
Port St. Lucie, FL. 34953
Re: Conditional Use – Danaluk Vacation Rental – 715 S. Ocean Drive, Unit D

Dear Ms. Longarzo,

The following are comments from the Planning Department's review of the application for a Conditional Use with No New Construction in the R-4A, Hutchinson Island Medium Density Residential Zone (Please Provide a Written Response and any revisions to all responsible Departments by August 26th to be placed on the September 10th Planning Board Agenda):

1) **The maximum occupancy of the home ensures compliance with City Code Section 8.5-43. - Required space in dwelling units, based upon the size of each unit;**

2) **Registration of the property manager accessible at all times, to resolve complaints or violations of City Code;**

3) **Issuance of guide booklets (available from Code Enforcement) for renters regarding local rules and public service resources to minimize conflicts; and**

4) **The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within thirty-one (31) days of Conditional Use approval.**

5) **Limit no more than 2 vehicles.**

6) **Include the City of Fort Pierce Business Tax property control number on all advertising.**

7) **Installation of one (1) handicap space per City Code Section 22-60 Off-Street Parking and Loading (if not already present); and**

8) Per City Code Section 22-62 Sidewalks. b) Applicability: In order to provide continual access for pedestrians, sidewalks and sidewalk linkages shall be required to be provided by the property owner or permit applicant when one of the following events occur: (4) Plans submitted for site plan, conditional use, PUD/PUR, and subdivision review. Please

install a sidewalk along Hernando Street within thirty-one (31) days of Conditional Use approval.

If deemed necessary, please provide a written response to each comment in order to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@citypierce.com.

Sincerely,



Vennis Gilmore
Planner

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 8.15.19
Property Address: 715 S. Ocean Dr.
Property Name: Danaluk Vacation Rental
Planner: Vennis Gilmore

Please be advised that the project may trigger the requirements indicated below:

☐ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☑ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☐ 11. Signed and sealed construction drawings required.

☑ 12. Will need to meet the Fire Code.

☑ 13. Sprinkler system is required.

☑ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 8.13.19

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

August 15, 2019

TECHNICAL REVIEW PROJECT # 19-04000010 (Conditional Use w/ No New Construction)

Conditional Use – Danaluk Vacation Rental – 715 S. Ocean Drive, Unit D

Comments

FPUA W/WW Engineering: Approved, no comments

FPUA Electric & Gas Engineering: No comment

August 12th, 2019

Project:	**Danaluk Vacation Rental**
Subject:	**SURVEY REVIEW**
To:	Vennis Gilmore
From:	Rod Reed, PLS
	SLC-Engineering Division

All comments are based on the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 thru 5J-17.052 Florida Administrative Code, pursuant to current Section 472.027, Florida Statutes.

SURVEY:

1) No comments.

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

TO : **Vennis Gilmore, Planning Analyst**

FROM : **Peggy Arraiz, Code Compliance Manager**

SUBJECT : **TRC # 19-04000010 – Danaluk Vacation Rental**

DATE : **August 8, 2019**

RECEIVED
AUG 09 2019
CITY OF FORT PIERCE
PLANNING & ZONING

Code Enforcement has the following comments:

1. The submittal packed is fairly complete, however, it should also include the following:
    a. The number of people permitted to stay at one time.
    b. The number of vehicles permitted.
2. The owner is advised that short term rentals of less than 30 are required to have a license issued by the State of Florida – Department of Business and Professional Regulations, a SLC tourism tax, a Florida Sales Tax account as well as a City of Fort Pierce Business Tax Receipt.
3. All ads on Craig's List / Vacation Rentals and HomeAway must be removed until approval to conduct short term rentals is approved.
    a. Rentals of less than six (6) months (defined as vacation rentals) may not be conducted without approval and without a business tax receipt.
    b. The ad on Craig's List is under the section for "Vacation Rentals" and must be removed.
    c. The ad on HomeAway, which is a website dedicated to vacation rentals, must be removed.
    d. This matter is scheduled to be heard before the Special Magistrate on September 4, 2019 and staff has recommended a fine of $3,750.00 (1 months' rent) be assessed.

THE SUNRISE CITY
FORT PIERCE
CODE ENFORCEMENT
Florida

August 26, 2019

NICHOLAS ALEX DANALUK JR
1425 SW EDINBURGH DRIVE
PORT ST LUCIE, FL 34953

Property address: 715 S OCEAN DR D

Case #: 19-1685

Dear Property Owner(s):

This correspondence is to thank you for complying with the City Code of Ordinances. The hearing scheduled on September 4, 2019 before the Special Magistrate has been cancelled. It takes all of us working together to preserve the beauty of our community and ensure the health, safety and welfare of our residents.

If we can be of assistance to you in the future, please contact our office at (772) 467-3720.

Sincerely,

Margaret M. Arraiz
Code Compliance Manager
EM – parraiz@cityoffortpierce.com

Atención: Documento importante con respecto a sus derechos y responsabilidades. Si usted no comprende ingles consiga traducción inmediatamente.
Atansyon: Dokuman sa impòtan an rapò avek droi è responsablitè ou. Si ou pa kompran anglè relé nou ou bien chèché ou moun póu nou espliké sa tou suit.

Planning Board Meeting **6. b.**

Meeting Date: 09/17/2019

Information

REQUESTED ACTION

Conditional Use and Design Review - Surfside Equities, LLC - 1814 Surfside Drive

LOCATION

1814 Surfside Drive

RESPONSIBLE STAFF

Brandon C. Creagan, LEED Green Associate, Planner

RECOMMENDATION

Approve with Conditions

Attachments

Staff Report
Application & Supporting Materials
Aerial Map
Future Land Use Map
Zoning Map
TRC Comments

Form Review

Form Started By: Brandon Creagan Started On: 09/10/2019 01:36 PM

Final Approval Date: 09/11/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Members of the City of Fort Pierce Planning Board

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner BCC

RE: **Application for Conditional Use with New Construction and Design Review**
Coastal Construction Control Line (CCCL)
1814 Surfside Drive

BOARD DATE: September 17, 2019

STAFF REPORT

Property Owner: Surfside Equities, LLC
2835 Donnell Street
Baltimore, MD 21221

Representative: Braden & Braden
417 Coconut Avenue
Stuart, FL 34996

Requested Action: Approval with Conditions of a Conditional Use with New Construction and Design Review for a single-family home seaward of the Coastal Construction Control Line (CCCL)

Site Location: 1814 Surfside Drive

Parcel ID: 2412-501-0124-000-4

Parcel Size: .54 Acres

Current Zoning: R-1, Single Family Low Density

Future Land Use: RL, Low Density Residential

Surrounding Zoning

North	East	South	West
R-1	Ocean	R-1	R-2

Staff Analysis:

In accordance with Sections 22-59, 22-66 and 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with New Construction and Design Review for a single-family home seaward of the Coastal Construction Control Line (CCCL).

The proposed single-family home is located at 1814 Surfside Drive and is owned by Surfside Equities, LLC. The subject property has a Future Land Use designation of Low Density Residential (RL) with a compatible zoning classification of Single-Family Low Density Residential (R-1). The properties to the north and south are also zoned R-1. To the west, the property is zoned Single Family Intermediate Density (R-2) and to the east is the Atlantic Ocean.

As the site is seaward of the CCCL, the proposed construction requires a Conditional Use Approval by the City of Fort Pierce City Commission prior to review for permitting by both the City and the Florida Department of Environmental Protection (FDEP). The FDEP regulates construction eastward of the CCCL under the established State coastal construction guidelines. The FDEP defines the CCCL as portions of beaches and dune systems subject to severe fluctuations based on a 100-year storm event. The FDEP further guides that the CCCL is not a seaward limit for construction of upland structures (as in a setback line) but rather the CCCL delineates the inland limit of areas where special siting and design considerations are necessary to protect the beach-dune system and to protect proposed and existing structures, adjacent properties, and the preservation of public beach access.

Design Review

Design & Height

The home will have a total square footage of 3,907 square feet. The proposed height of the structure is 28 feet above the FEMA Based Flood Elevation and 32.7 feet above existing grade. In the South Beach Overlay District, the height of a structure is not determined by measurement from existing grade, but rather from the FEMA Base Flood Elevation. City Code 22-16(a)(3)b guides that structures in the R-1 zoning district can be built up to 28 feet from the FEMA Based Flood Elevation. This proposed home is exactly 28 feet from the FEMA Based Food Elevation and complies with the provision in the code that regulates height in the South Beach Overlay District. Additionally, the proposed single-family home also complies with the setback provisions as stipulated in City Code 22-24(b)(2).

The structure meets the design review standards of City Code 22-59 with regards to the purpose and intent of the code. The intent of the code provided in section 22-59(b) states that "The intent of the city's design review process is not to stifle innovative architecture but rather to assure respect for and reduce incompatible and adverse impacts on the visual experience throughout the city". The proposed structure meets the purpose of the code as the overall design seeks to minimize the impacts to the surrounding neighborhood as well as the impacts to the environment. The applicant has expressed that the design of the structure will not detract from the built environment but will instead blend in with the surrounding build environment. Although there are no additional design standards in the South Beach Overlay for single family homes, the design chosen mimics the styles of similar homes in the area.

Lighting & Landscaping

The proposed beachside lighting shall be in full compliance with City Code 5-375 (Lighting on the Beach). City Code section 5-375 provides for the protection of sea turtles and sea turtle hatchlings regarding lights effect on the ability of sea turtles to reach the ocean. Any light that can be seen from the beach has the potential of disorienting sea turtles and preventing them from reaching the shoreline. The Code specifies that lighting shall be mounted as low as possible and shall be shielded. These two specifications help to prevent visible light from the beach. The applicant has provided a lighting plan in compliance with City Code 5-375. The applicant has also provided a landscape plan that complies with City Code 22-186, Single-Family dwelling units and duplexes that requires, among other things, that four trees shall be planted on site.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed Conditional Use application with New Construction and Design Review seaward of the CCCL based on compliance with the requirements of the City Code and Comprehensive Plan. All comments received are attached for your review.

Staff Comments:

The proposed single-family home meets the requirements of the City Code and is in compliance with the City's Comprehensive plan. Staff recommends **approval** of the Conditional Use with New Construction and Design Review, seaward of the CCCL with the following condition:

1. Prior to construction activities the applicant shall obtain approval from the FDEP for construction activities seaward of the Coastal Construction Control Line.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property address or Location 1814 SURFSIDE DRIVE, FT. PIERCE, FL

Parcel ID #(s) 2412-501-0124-000/4

Project description NEW SINGLE FAMILY HOME (PAST CLCL + [illegible])

Property Owner(s)
SURFSIDE EQUITIES, LLC

Street Address
2835 O DONNELL ST. #100

City State Zip
BALTIMORE MD 21224

Phone Number
TOM@SOUTHFLORIDASIPS.COM

Email Address

Applicant/Representative, Title, Company
Braden & Braden

Street Address
417 Coconut Ave

City State Zip
Stuart FL 34994

Phone Number
braden3jd@Comcast.net

Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY Martin

The foregoing instrument was acknowledged before me this 15 day of June, 2019 by

Jesse Thomas Bowling III who is personally known to me or has produced

MD drivers license as identification.

Signature of Notary

SUSAN SLACK
Notary Public - State of Florida
Commission # GG 301352
My Comm. Expires Mar 5, 2023
Bonded through National Notary Assn.
(Seal)

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

☒ DEVELOPMENT REVIEW

General Information

- ❑ Incomplete application packets cannot be accepted.
- ❑ Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type		
❑ Site Plan	☒ Conditional Use with New Const.	❑ Major Amendment
❑ Conceptual Development Plan		❑ Minor Amendment

Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units: 1

3907 sq. ft.

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West

Application Outlook

Pre-Application Meeting
Wednesday Afternoons

↓

Application Intake Meeting
Call to schedule

↓

Technical Review Committee
3rd Thursday

↓

Planning Board
2nd Tuesday

↓

City Commission
1st & 3rd Monday

Braden

Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- ☒ Complete notarized application
- ❑ Warranty Deed
- ❑ SLC Property Record Card
- ❑ Statements of ownership & control of proposed development. Statement describing in detail: character & intended use. ✓
- ❑ General location map (see Section 22-58.d.2) ✓
- ☒ Survey (see Section 22-58.d.3) ✓
- ☒ Site Plan (see Section 22-58.d.4) ✓
- ☒ Landscaping Plan (see Section 22-187) ✓
- ❑ Storm Drainage Plan (see Section 22-58.d.6) ✓
- ❑ Environmental Impact Report
- ❑ Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- ❑ Lighting Plan (see Section 22-58.d.8) ✓
- ❑ Design Review submittals (see Design Review application)
- ❑ ~~Traffic Impact Report~~
- ❑ Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Design Review

Property address or Location 1814 Surfside Dr. Ft. Pierce, FL
Parcel ID #(s) 2412-501-0124-0014
Project Description NEW SINGLE FAMILY RESIDENCE

SURFSIDE EQUITIES LLC
Property Owner(s)
28350 O'DONNELL ST. #100
Street Address
Baltimore MD 21221
City State Zip
(410) 982-1170
Phone Number
tom@SouthFloridaSips.com
Email Address

DON BRADEN / BRADEN & BRADEN A.I.A.
Applicant/Representative, Title, Company
417 SE COCONUT AVE
Street Address
STUART FL 34996
City State Zip
(772) 287-8258
Phone Number
bradenaia@comcast.net
Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Application (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- FL COUNTY Monroe
The foregoing instrument was acknowledged before me this 18 day of July, 2019, by Jesse Thomas Dowling III who is personally known to me or has produced Driver License as identification.

Eric Lee Freundlich
Signature of Notary

NOTARY PUBLIC STATE OF FLORIDA
ERIC LEE FREUNDLICH
Commission # GG 208819
Expires April 18, 2022
Bonded Thru Budget Notary Services

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit _____
Intake Planner _____
Planner Assigned _____
Approved _____ Date _____
Comments _____

Intake Date Stamp

BRADEN & BRADEN, A. I. A., P. A.

Architects & Planners

417 COCONUT AVENUE, STUART, FLORIDA 34996
TELEPHONE: (772) 287-8258 FAX (772) 287-8283
#AAC-000032

August 28, 2019
City of Fort Pierce Board of Commissioners and the
City of Fort Pierce Planning Department

RE Developmental Review (Conditional Use)
1814 Surfside Dr.
Technical Review Project #19-04000011

To whom it may concern,

We are presenting you with the following on behalf of Surfside Equities LLC with full support of Thomas Dowling the President. The proposed project is a single family residence consisting of one single story residence. This residence is located east of the Coastal Construction line and is seeking a conditional use permit to allow for construction of that residence since the current coastal construction line is west of Surfside Drive making the lot otherwise unbuildable.

In regards to aesthetics, the proposed residence shall be elevated on columns to achieve compliance with the required minimum flood zone height as well as pilings and grade beams for its foundation as it is on the beach. The proposed residence has a similar style of Architecture to the neighborhood by its building shape, its proposed height, its scale as well as general roof shape as shown in the accompanying images. It also uses typical stucco finish with a metal roof consistent with other residences on this street. If you have any questions feel free to call me at 772-287-8258.

Sincerely,

Daniel R. Braden AIA
Braden & Braden AIA PA

BRADEN & BRADEN, A. I. A., P. A.

Architects & Planners

417 COCONUT AVENUE, STUART, FLORIDA 34996
TELEPHONE: (772) 287-8258 FAX (772) 287-8283
#AAC-0000032

August 28, 2019
City of Fort Pierce Board of Commissioners and the
City of Fort Pierce Planning Department

RE Developmental Review (Conditional Use)
1814 Surfside Dr.
Technical Review Project #19-04000011

To whom it may concern,

The following revisions have made based on the TRC boards comments:

- The driveway dimensions have been revised and shown on sheet 1 in response to engineering's comments.

If you have any questions feel free to call me at 772-287-8258.

Sincerely,

Chris Urban
Project Manager
Braden & Braden AIA PA

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4518865 OR BOOK 4221 PAGE 2051, Recorded 01/10/2019 10:17:26 AM Doc Tax: $4095.00

Property Control Number: 2412-501-0124-000-4

WARRANTY DEED

THIS WARRANTY DEED made this 18 day of December, 2018.

STEVEN PETER ABRAHAMSON, a single person

whose post office address is: 16042 East Tombstone Ave, Fountain Hills, AZ 85268

hereafter called the Grantor, to

SURFSIDE EQUITIES, LLC, a Florida Limited Liability Company

whose post office address is: 2835 O'Donnell Street, Suite 1001, Baltimore, MD 21224

hereafter called the Grantee,

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporation).

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in St. Lucie County, Florida, to wit:

Lot 4, Block 11, of SURFSIDE UNIT ONE, according to the plat thereof, as recorded in Plat Book 10, Page 17, of the Public Records of St. Lucie County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Subject to conditions, reservations, restrictions and easements of record, provided that this instrument shall not re-impose same.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey the land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful

claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESS - SIGNATURE

PRINT: Karen Brown

WITNESS - SIGNATURE

PRINT: Angela Garza

STEVEN PETER ABRAHAMSON

STATE OF ARIZONA

COUNTY OF MARICOPA

THE FOREGOING INSTRUMENT was acknowledged before me this 18th day of December, 2018 by STEVEN PETER ABRAHAMSON who is ☒ personally known to me or who has ☐ produced _____ as identification and who did/did not take an oath.

NOTARY:

SIGNATURE:

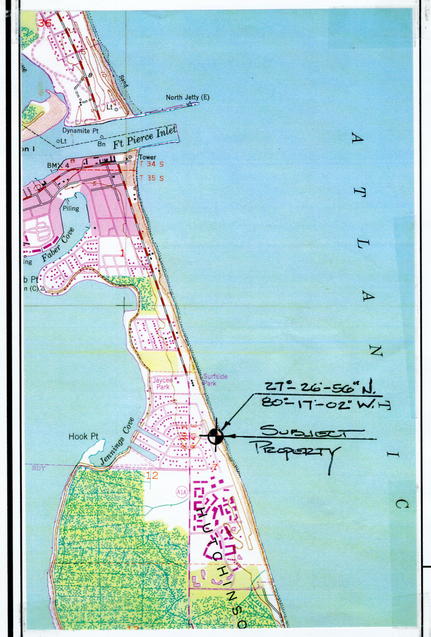
PRINT: JEANETTE HERMANN

MY COMMISSION EXPIRES:

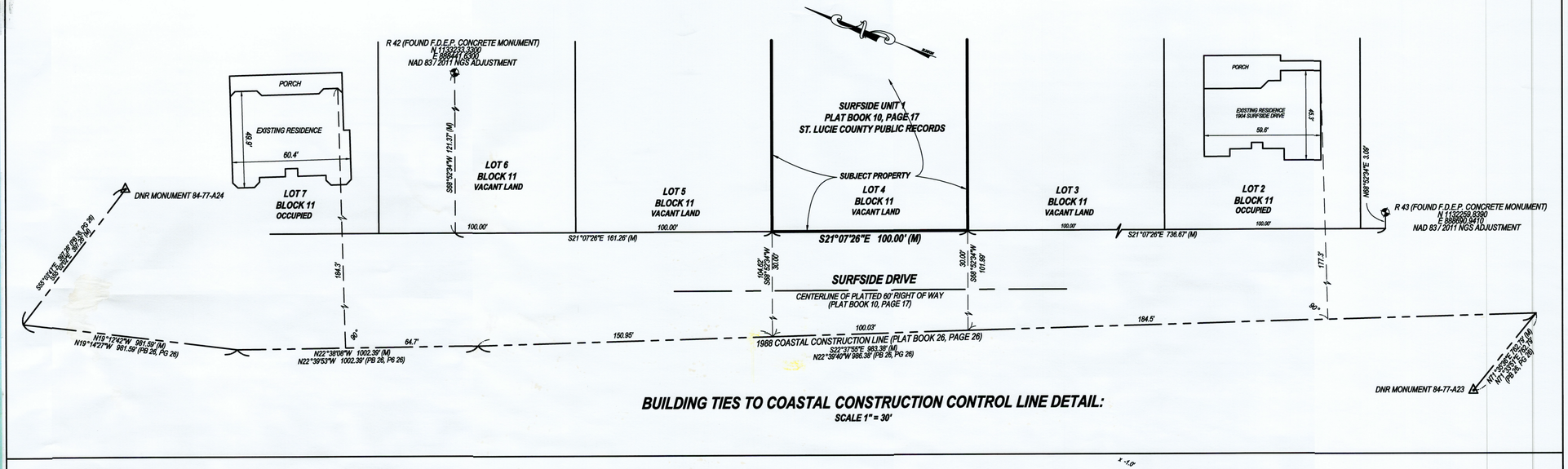
7-25-2020

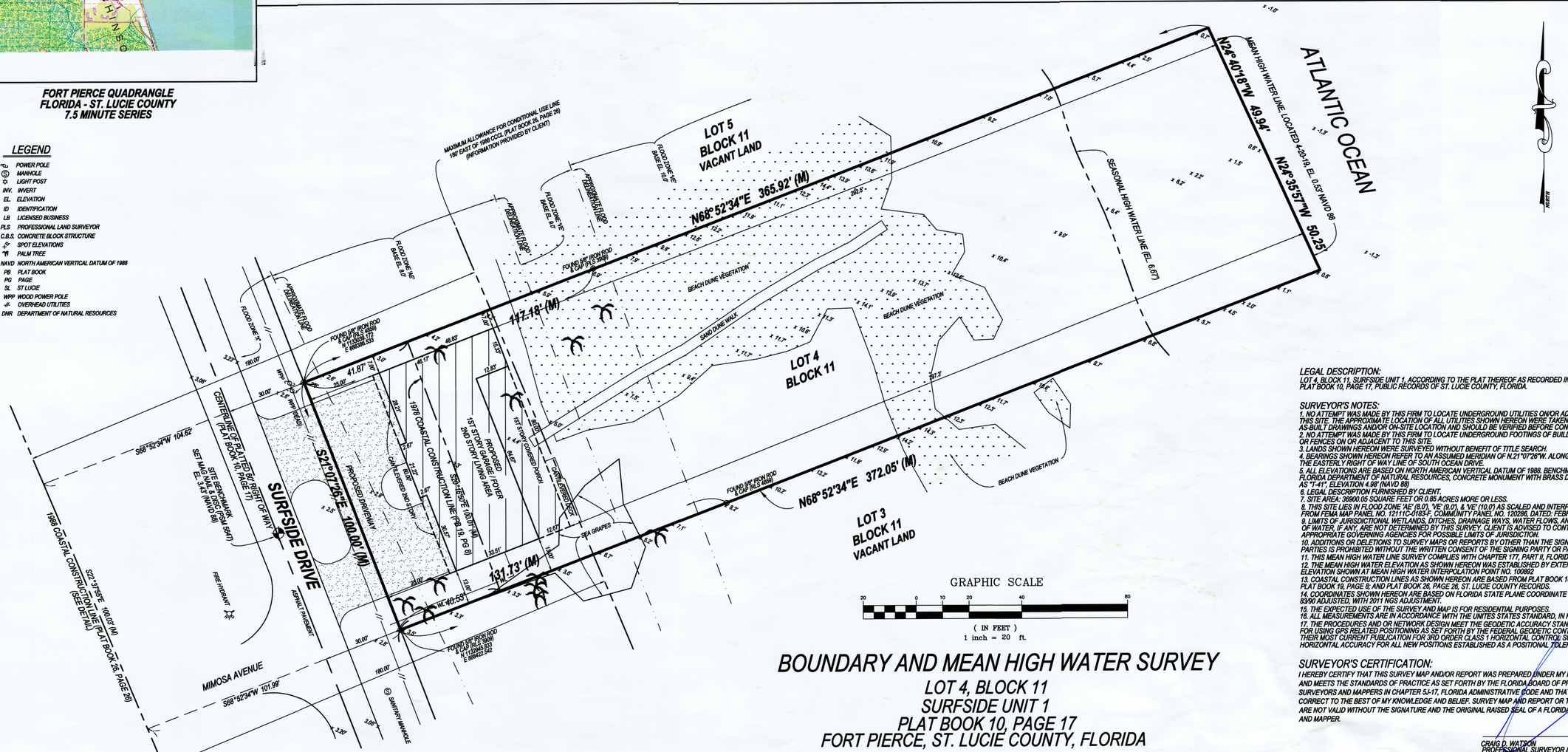
Jeanette Hermann
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-25-2020

Prepared by and return to:
Garry M. Glickman, Esquire
Glickman, Witters and Marell, P.A.
1601 Forum Place Ste. 1101
West Palm Beach, Florida 33401



FORT PIERCE QUADRANGLE
FLORIDA - ST. LUCIE COUNTY
7.5 MINUTE SERIES





BOUNDARY AND MEAN HIGH WATER SURVEY

LOT 4, BLOCK 11
SURFSIDE UNIT 1
PLAT BOOK 10, PAGE 17
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

LEGEND

- ⌀ POWER POLE
- Ⓜ MANHOLE
- ☼ LIGHT POST
- INV. INVERT
- EL. ELEVATION
- ID IDENTIFICATION
- LB LICENSED BUSINESS
- PLS PROFESSIONAL LAND SURVEYOR
- C.B.S. CONCRETE BLOCK STRUCTURE
- SPOT ELEVATIONS
- PALM TREE
- NAVD NORTH AMERICAN VERTICAL DATUM OF 1988
- PB PLAT BOOK
- PG PAGE
- St. LUCIE
- WPP WOOD POWER POLE
- -/- OVERHEAD UTILITIES
- DNR DEPARTMENT OF NATURAL RESOURCES

LEGAL DESCRIPTION:
LOT 4, BLOCK 11, SURFSIDE UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 17, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SURVEYOR'S NOTES:
1. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND UTILITIES ON/OR ADJACENT TO THIS SITE. THE APPROXIMATE LOCATION OF ALL UTILITIES SHOWN HEREON WERE TAKEN FROM AS-BUILT DRAWINGS AND/OR ON-SITE LOCATION AND SHOULD BE VERIFIED BEFORE CONSTRUCTION
2. NO ATTEMPT WAS MADE BY THIS FIRM TO LOCATE UNDERGROUND FOOTINGS OF BUILDINGS OR FENCES ON OR ADJACENT TO THIS SITE.
3. LANDS SHOWN HEREON WERE SURVEYED WITHOUT BENEFIT OF TITLE SEARCH.
4. BEARINGS SHOWN HEREON REFER TO AN ASSUMED MERIDIAN OF N.21°07'26"W. ALONG THE EASTERLY RIGHT OF WAY LINE OF SOUTH OCEAN DRIVE.
5. ALL ELEVATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988. BENCHMARK REFERENCE: FLORIDA DEPARTMENT OF NATURAL RESOURCES, CONCRETE MONUMENT WITH BRASS DISK - STAMPED / DESIGNATED AS "T-41", ELEVATION 4.98' (NAVD 88)
6. LEGAL DESCRIPTION FURNISHED BY CLIENT.
7. SITE AREA: 36900.05 SQUARE FEET OR 0.85 ACRES MORE OR LESS.
8. THIS SITE LIES IN FLOOD ZONE "AE" (8.0'), "VE" (9.0') & "X" (10.0') AS SCALED AND INTERPOLATED FROM FEMA MAP PANEL NO. 12111C-0183-F, COMMUNITY PANEL NO. 120286, DATED: FEBRUARY 16, 2012.
9. LIMITS OF JURISDICTIONAL WETLANDS, DITCHES, DRAINAGE WAYS, WATER FLOWS, AND/OR BODIES OF WATER, IF ANY, ARE NOT DETERMINED BY THIS SURVEY. CLIENT IS ADVISED TO CONTACT APPROPRIATE GOVERNING AGENCIES FOR POSSIBLE LIMITS OF JURISDICTION.
10. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
11. THIS MEAN HIGH WATER LINE SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
12. THE MEAN HIGH WATER ELEVATION AS SHOWN HEREON WAS ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NO. 100892
13. COASTAL CONSTRUCTION LINES AS SHOWN HEREON ARE BASED FROM PLAT BOOK 16, PAGE 32; PLAT BOOK 19, PAGE 8; AND PLAT BOOK 26, PAGE 26, ST. LUCIE COUNTY RECORDS.
14. COORDINATES SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM EAST ZONE. 8390 ADJUSTED, WITH 2011 NGS ADJUSTMENT.
15. THE EXPECTED USE OF THE SURVEY AND MAP IS FOR RESIDENTIAL PURPOSES.
16. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITES STATES STANDARD, IN FEET.
17. THE PROCEDURES AND OR NETWORK DESIGN MEET THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL SUB-COMMITTEE IN THEIR MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS 1 HORIZONTAL CONTROL SURVEY OR PROVIDE THE HORIZONTAL ACCURACY FOR ALL NEW POSITIONS ESTABLISHED AS A POSITIONAL TOLERANCE.

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY THAT THIS SURVEY MAP AND/OR REPORT WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CRAIG D. WATSON
PROFESSIONAL SURVEYOR & MAPPER
NO. 5647 STATE OF FLORIDA

DATE	REVISIONS	DWG	CHK
7-22-19	SITE PLAN	DPK	CDW

PREPARED FOR:
SURFSIDE EQUITIES, LLC
1814 SURFSIDE DRIVE
FORT PIERCE, FLORIDA

WATSON | KILLANE
SURVEYING AND MAPPING, INC.
2240 NE DIXIE HIGHWAY - JENSEN BEACH, FLORIDA 34957
PHONE 772-334-0868 - EMAIL: WATSONKILLANE@GMAIL.COM
LICENSED BUSINESS NO. 8241

JOB NUMBER:	19-161
FIELD DATE:	4-20-19
CHECKED BY:	CDW
DRAWN BY:	DPK
SCALE:	1"= 20'
SHEET	1 OF 1

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1.	SITE PLAN & NOTES
2.	LANDSCAPE PLAN
3.	SITE SECTION
4.	FRONT & REAR ELEVATION
5.	LEFT & RIGHT ELEVATION
6.	FIRST FLOOR PLAN
7.	SECOND FLOOR PLAN
E-1	FIRST FLOOR ELECTRICAL
E-2	SECOND FLOOR ELECTRICAL

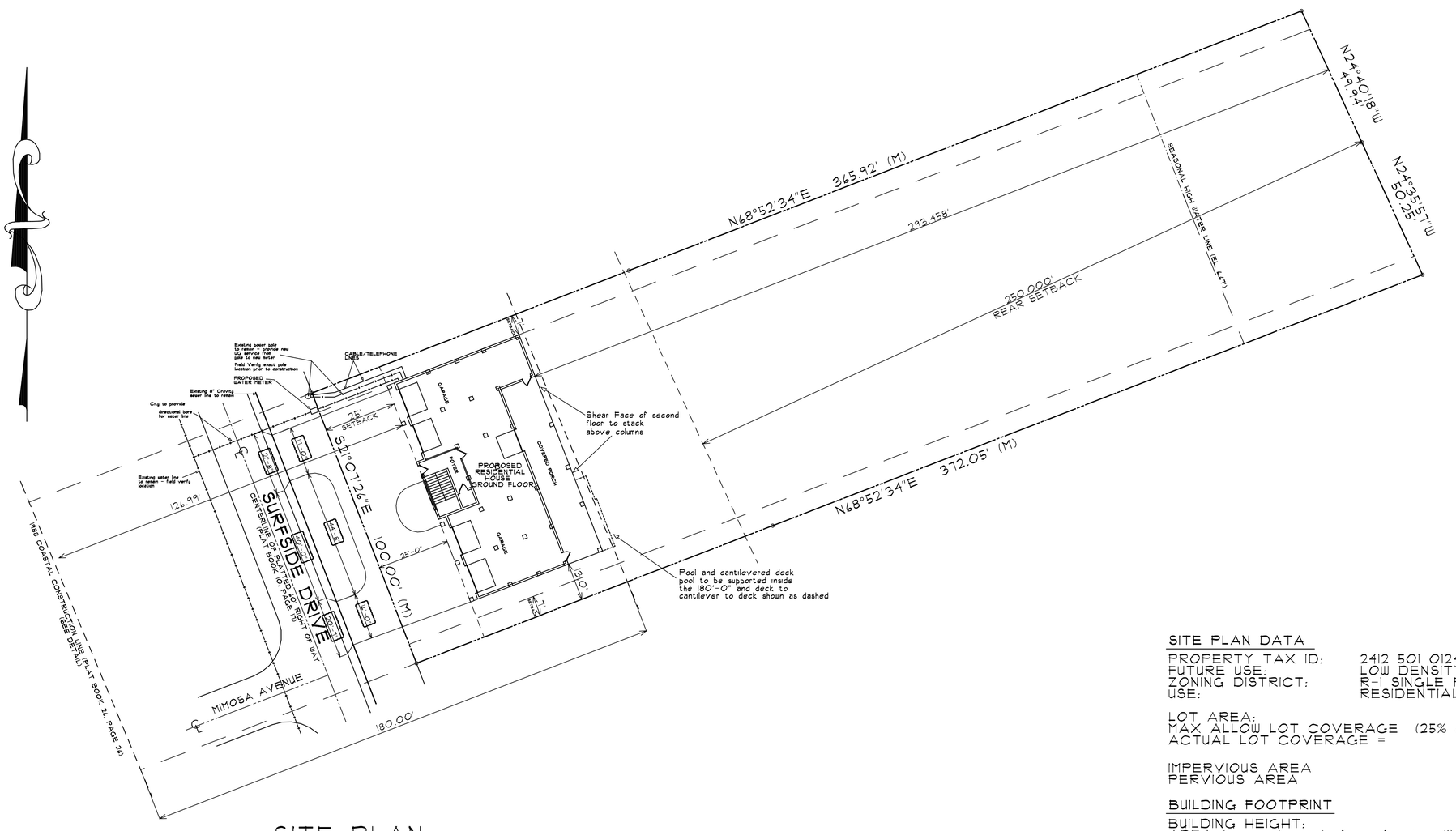
BUILDING SETBACKS:

	CITY MINIMUM STANDARDS	PROVIDED ON SITE
FRONT	25'-0"	25'-0"
L.SIDE	7'-0"	13'-0"
R.SIDE	7'-0"	7'-0"
REAR	30'-0"	250'-0"
HEIGHT	28'-0" (35'-0")	27'-8"

* Conditional Approval

Certification of Non Habitable Flood Proof Structure.

Grade level shall be design to preclude finished living space and deigned to allow for the entry and exit of floodwater to automatically equalize hydrostatic flood force on exterior walls.



SITE PLAN

Scale 1:20

SITE PLAN DATA

PROPERTY TAX ID: 2412 501 0124 000 4
FUTURE USE: LOW DENSITY RESIDENTIAL
ZONING DISTRICT: R-1 SINGLE FAMILY. RESID. LOW DENSITY
USE: RESIDENTIAL

LOT AREA: = 36,899 s.f.
MAX ALLOW LOT COVERAGE (25% of lot) = 8,417.5 s.f.
ACTUAL LOT COVERAGE = = 5,667 s.f. = 15.3%

IMPERVIOUS AREA = 5,667 s.f.
PERVIOUS AREA = 31,232 s.f.

BUILDING FOOTPRINT

BUILDING HEIGHT: 2 STORY (32'-7" above grade see site section)
AREA (measured outside face of ext. wall) 3,907 sf.

IMPERVIOUS CALC:

HOUSE FOOTPRINT ON GRADE = 3,907 s.f.
DRIVEWAY = 1,760 s.f.
TOTAL IMPERVIOUS = 5,667 s.f.

LEGAL DESCRIPTION:

LEGAL DESCRIPTION LOT 4, BLOCK 11, SURFSIDE UNIT ONE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10 PAGE 17, OF THE PUBLIC RECORDS OF ST.LUCIE COUNTY, FLORIDA

Revisions :
7-17-19
8-28-19

Date Drawn:
6-7-19
Drawn by:
R.D.C.
Checked by:
D.R.B.

Plan For:
SURFSIDE EQUITIES LLC

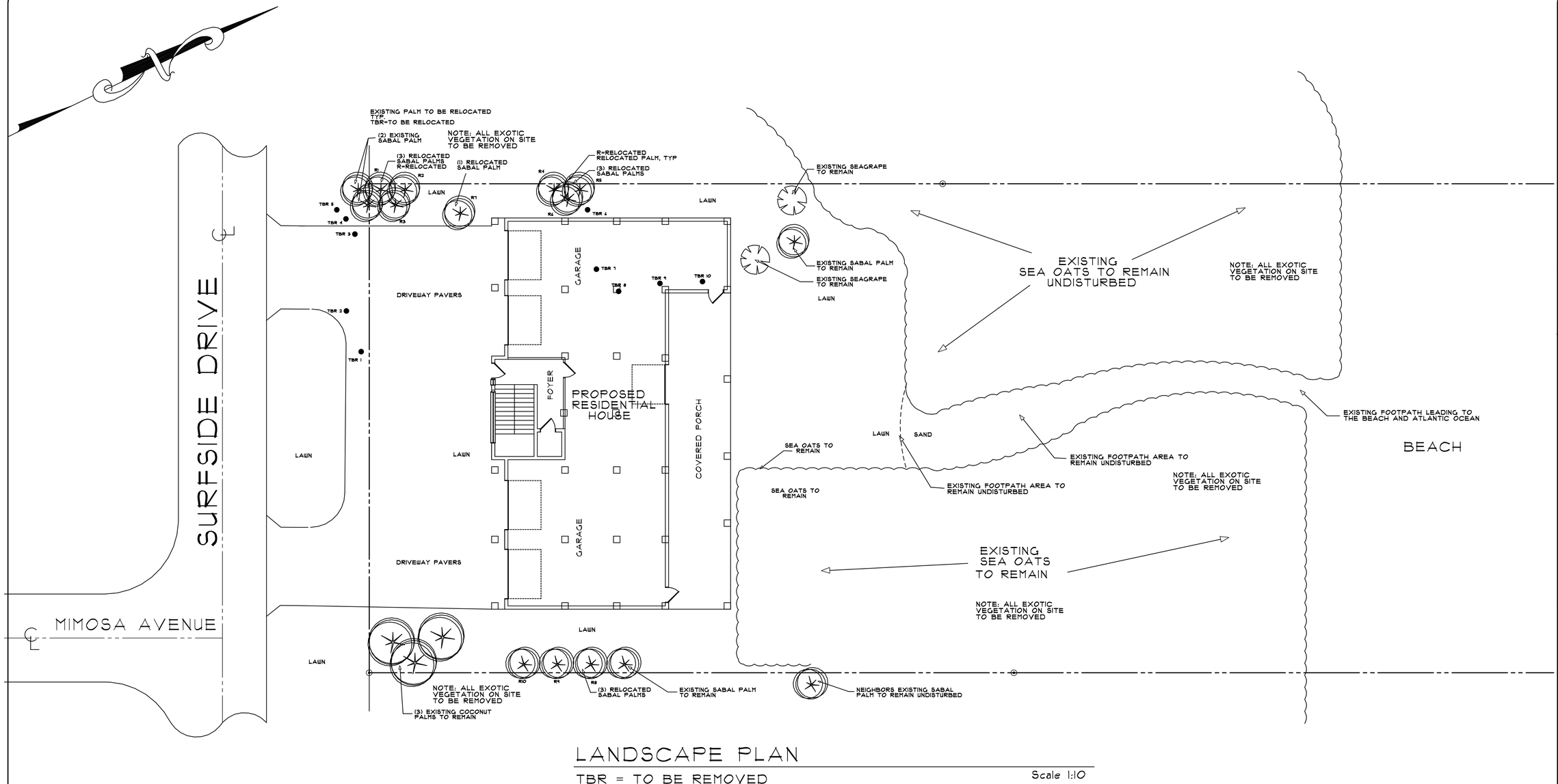
Address: 1814 SURFSIDE DRIVE, FT. PIERCE FL.

Braden & Braden AIA, PA
ARCHITECTS - PLANNERS
417 S.E. COCONUT AVENUE
Tel : (772) 287-9258
Fax : (772) 287-9283
Website: www.bradenarchitects.com
Stuart, FL 34996 #AA0000032

SHEET NO: 1 OF

JOB NUMBER: 19-80

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LANDSCAPE PLAN

TBR = TO BE REMOVED

Scale 1:10

Revisions :
T-19-19

Date Drawn:
6-7-19

Drawn by:
R.D.C.

Checked by:
D.R.B.

Plan For:
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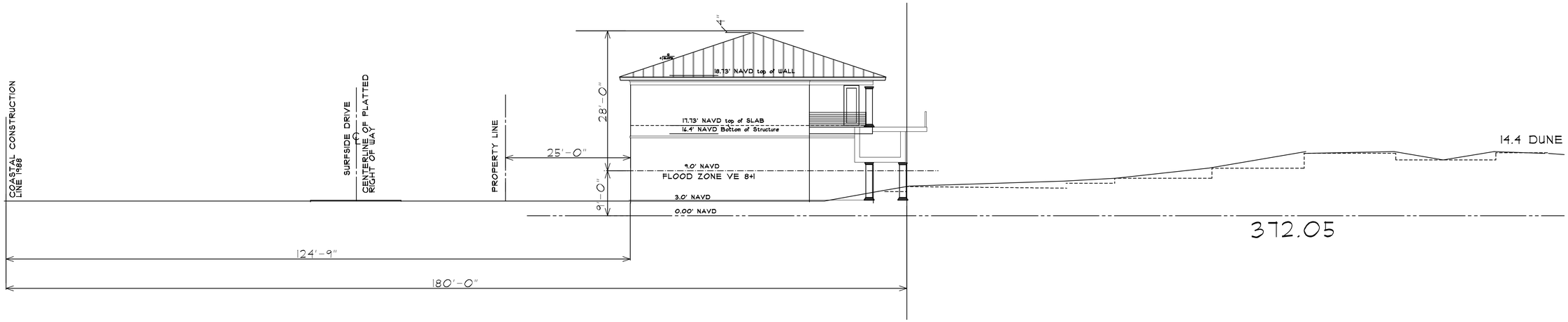
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SHEET NO:
2.
OF

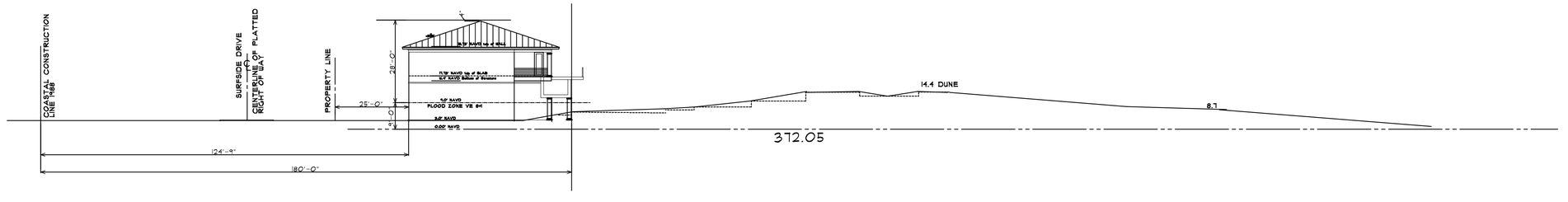
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HOUSE PORTION OF SITE SECTION LARGER SCALE

SCALE 1:10" = 1'-0"



TOTAL SITE SECTION

SCALE 1:20" = 1'-0"

Revisions :
T-19-19

Date Drawn:
6-1-19
Drawn by:
R.D.C.
Checked by:
D.R.B.

Plan For:

SURFSIDE EQUITIES LLC

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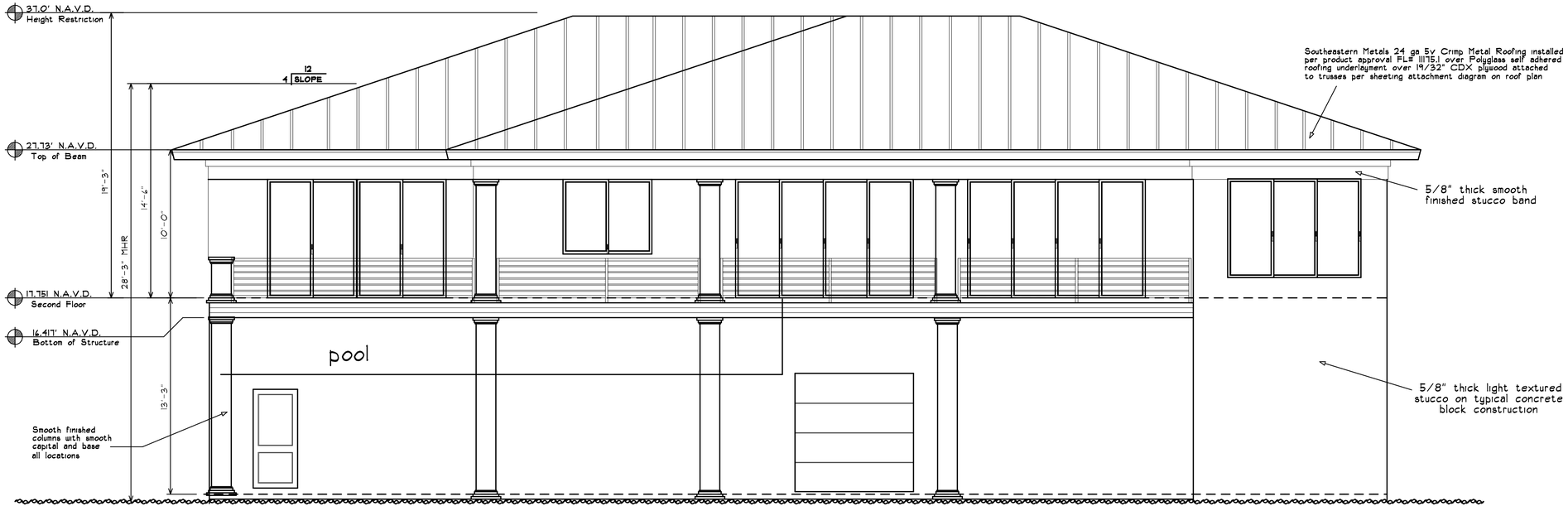
JOB NUMBER:
19-80

STATE OF FLORIDA
DANIEL R. BRADEN
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REGISTERED ARCHITECT



STREET ELEVATION

SCALE: 1/4" = 1'-0"



OCEAN ELEVATION

ALL GLASS IN EXTERIOR WINDOWS AND DOORS WILL HAVE A VISIBLE LIGHT TRANSMITTANCE VALUE OF 45% OR LESS

Revisions :

Date Drawn: 7-17-19
Drawn by: D.R.B.
Checked by: D.R.B.

Residence For:
SURFSIDE EQUITIES LLC

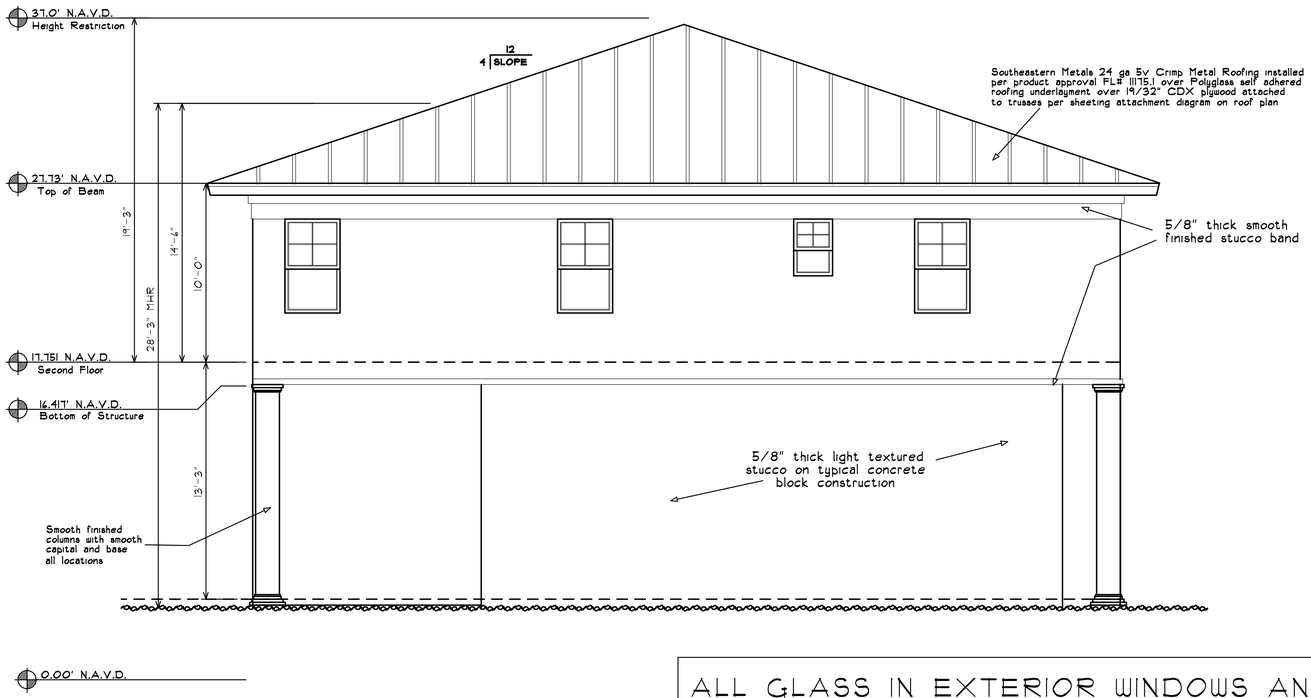
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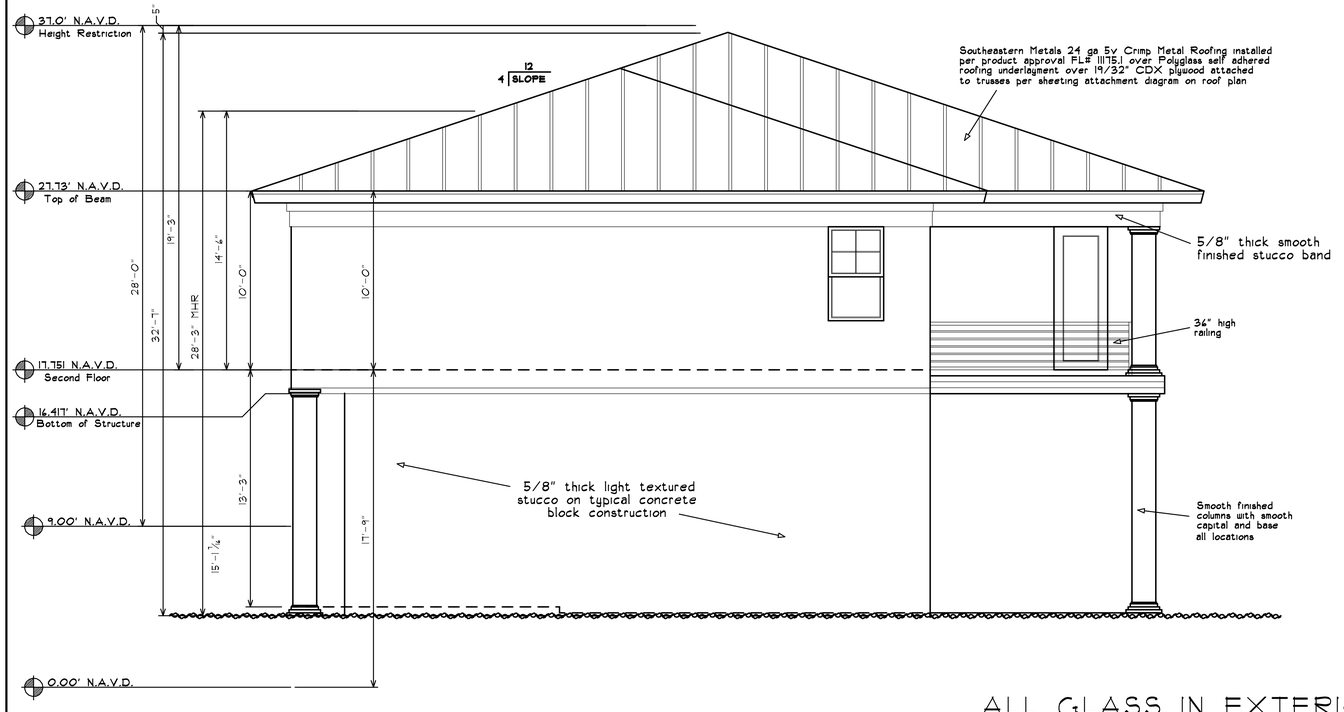
SHEET NO: 4. OF

JOB NUMBER: 19-80

STATE OF FLORIDA · DANIEL R. BRADEN · AR 9770 · REGISTERED ARCHITECT



ALL GLASS IN EXTERIOR WINDOWS AND DOORS WILL HAVE A VISIBLE LIGHT TRANSMITTANCE VALUE OF 45% OR LESS



ALL GLASS IN EXTERIOR WINDOWS AND DOORS WILL HAVE A VISIBLE LIGHT TRANSMITTANCE VALUE OF 45% OR LESS

Residence For:
SURFSIDE EQUITIES LLC

Address: 1814 SURFSIDE DRIVE, FT. PIERCE, FL.

Revisions :

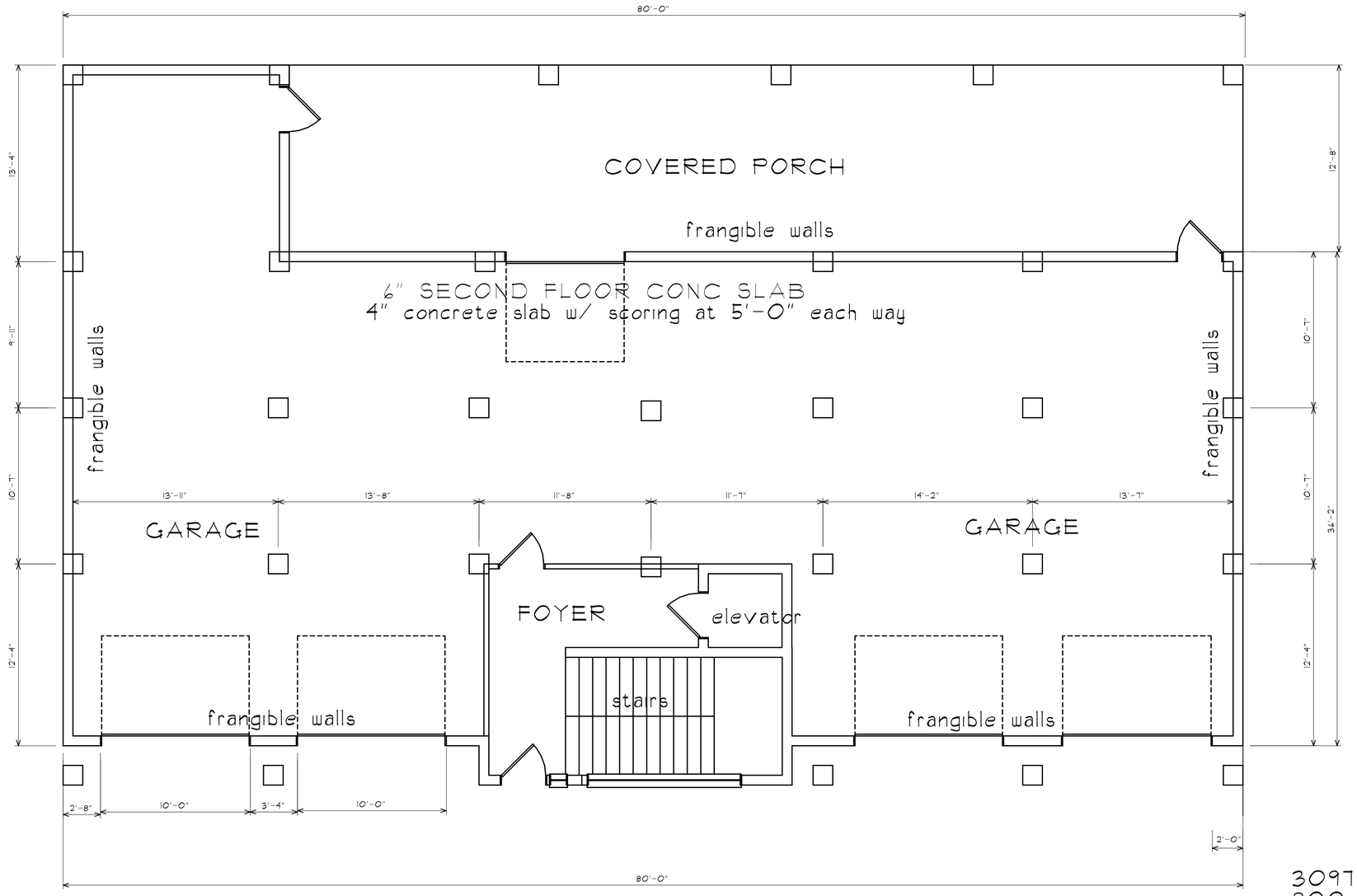
Date Drawn: 7-17-19
Drawn by: D.R.B.
Checked by: D.R.B.

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SHEET NO: 5. OF

JOB NUMBER: 19-80

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT



3097 garage
800 sf patio

FLOOR PLAN

SCALE 1/4" = 1'-0"

TYPICAL NOTES:

1. Contractor to verify ALL notes and dimensions prior to proceeding with work.
2. Contractor to STRICTLY enforce ALL OSHA Requirements.
3. ALL Lumber to be used as Beam, Rafters, etc... to have a minimum 1,400 P.S.I. fiber stress.
4. No dissimilar metals to touch.
5. ALL Concrete used for slabs shall be 2500 PSI concrete, and ALL Concrete used for vertical filled cells, continuous. tie beams etc.. to shall be 3,000 P.S.I. concrete and/or 4,000 P.S.I. grout mix.
6. Drywall at ceilings shall be leveled and attached to bottom chord of trusses with screws.
7. ALL wood in contact with concrete shall be pressure treated.
8. ALL wall dimensions are nominal and not finished wall or stud dimensions.
9. ALL plumbing fixtures to be low flow.
10. Contractor to Provide Pan & Drain at water heater in accordance with the Florida Plumbing Code current edition.
11. Contractor to Provide a 2'-8" wide door at one bathroom for handicap accessibility requirements.
12. Lowest finished floor to be set by Governing Building Department surveyor to set in field.
13. Separation between residence and garage shall be per FBC R309.1 and R309.2
14. Door between garage and residence shall be 1-3/8" solid wood - 20 min. fire rated

Revisions :

Date Drawn: 7-17-19
Drawn by: D.R.B.
Checked by: D.R.B.

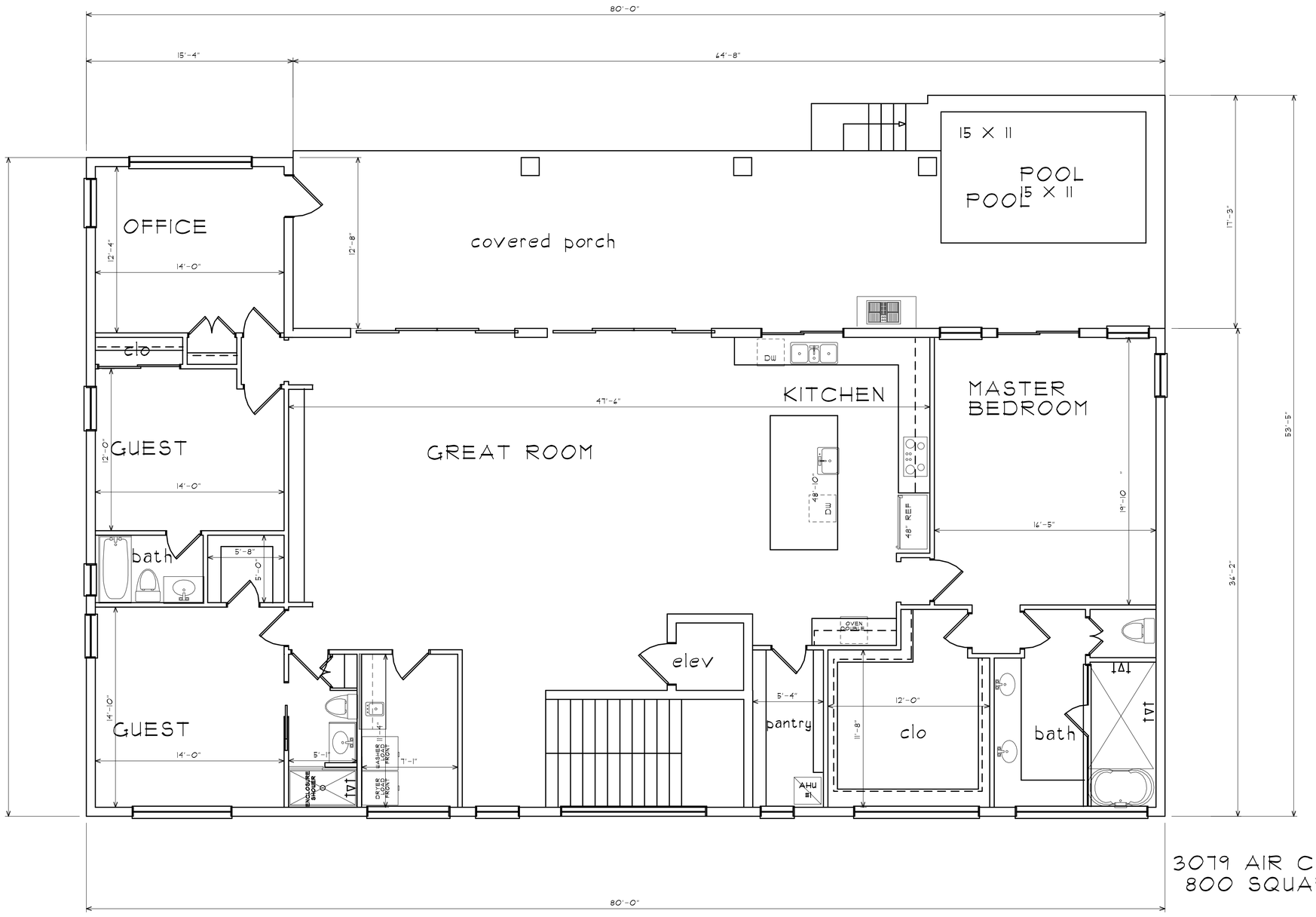
Residence For:
SURFSIDE EQUITIES LLC
Address: 1814 SURFSIDE DRIVE, FT. PIERCE, FL.

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SHEET NO: 6 OF

JOB NUMBER: 19-80

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT



3079 AIR CONDITIONED SPACE
800 SQUARE FT PATIO +/-

FLOOR PLAN

SCALE 1/4" = 1'-0"

TYPICAL NOTES:

1. Contractor to verify ALL notes and dimensions prior to proceeding with work.
2. Contractor to STRICTLY enforce ALL OSHA Requirements.
3. ALL Lumber to be used as Beam, Rafters, etc... to have a minimum 1,400 P.S.I. fiber stress.
4. No dissimilar metals to touch.
5. ALL Concrete used for slabs shall be 2500 PSI concrete, and ALL Concrete used for vertical filled cells, continuous, tie beams etc.. to shall be 3,000 P.S.I. concrete and/or 4,000 P.S.I. grout mix
6. Drywall at ceilings shall be leveled and attached to bottom chord of trusses with screws.
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11. Contractor to Provide a 2'-8" wide door at one bathroom for handicap accessibility requirements.
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13. Separation between residence and garage shall be per FBC R309.1 and R309.2
14. Door between garage and residence shall be 1-3/8" solid wood - 20 min. fire rated

ALL GLASS IN EXTERIOR WINDOWS AND DOORS WILL HAVE A VISIBLE LIGHT TRANSMITTANCE VALUE OF 45% OR LESS

Residence For:
SURFSIDE EQUITIES LLC
Address: 1814 SURFSIDE DRIVE, FT. PIERCE, FL.

Revisions :

Date Drawn: 7-17-19
Drawn by: D.R.B.
Checked by: D.R.B.

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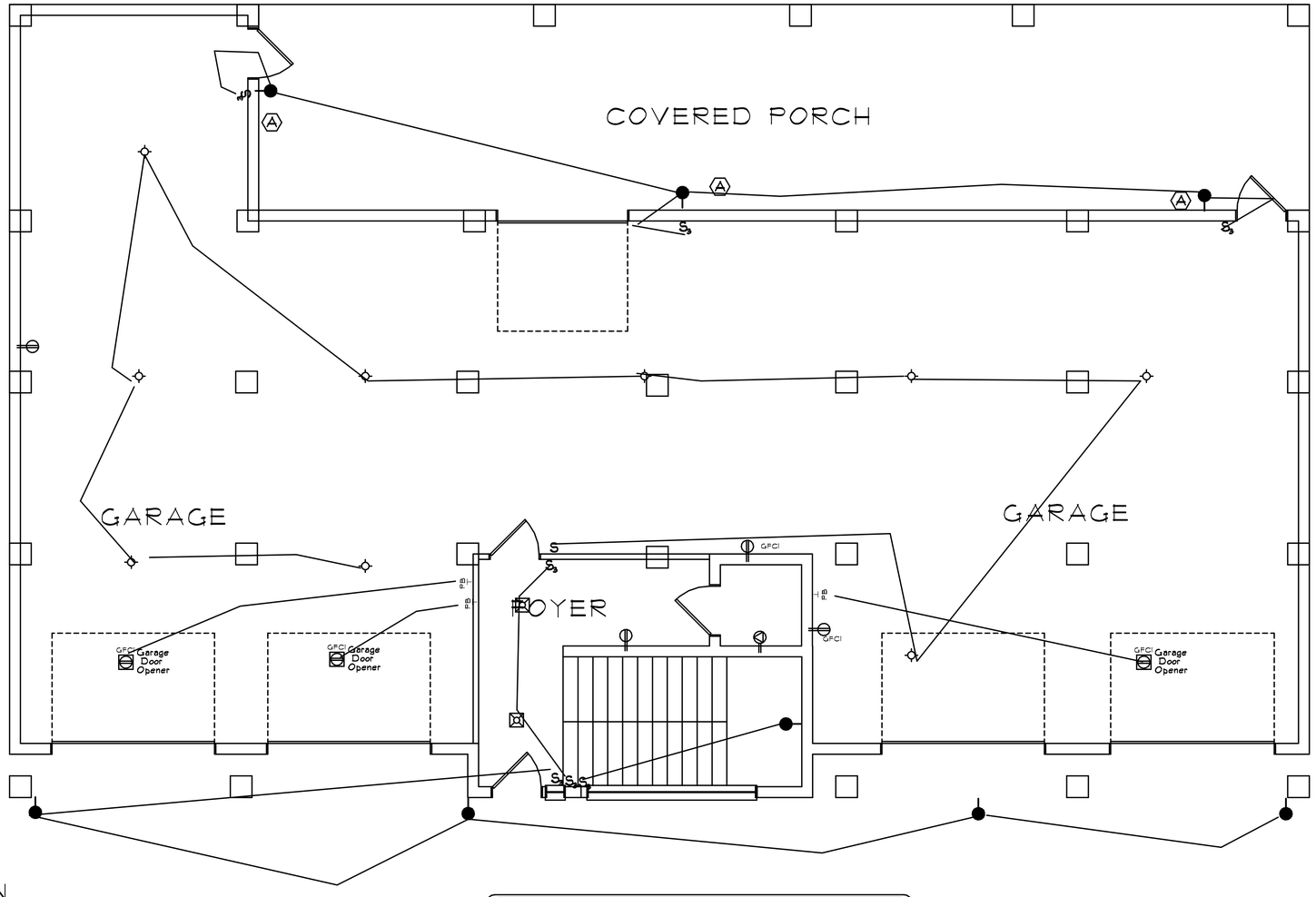
SHEET NO: 1 OF

JOB NUMBER: 19-80

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT

TURTLE LIGHTS

Ⓐ ASPECT LIGHTING LED WALL SCONCES
AL-SC-UD-10W-110VAC



ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

ELECTRIC NOTES:

1. Use copper wire only, no aluminum.
2. Provide and wire all required smoke detectors.
3. Contractor to verify location of electrical service and provider
4. ALL paddle fans shall be on a rheostat.
5. Recessed cans to be installed per NFPA requirements.
6. ALL Branch Circuits that supply 125v single phase 15 amp or 20 amp outlets shall be protected by Combination-Type AFCI Circuit Breakers.
7. Tamper resistant AFCI receptacles to be installed in ALL rooms Kitchen, Bathrooms, and Garage.
8. ALL bath and kitchen and garage receptacles to be GFCI protected.
9. ALL exterior outlets to be WP/GFCI protected.
10. A/C Return Air Balance Must comply w/ F.B.C. Mechanical 2010 ed. and current version of any supplements to the 2010 ed.
11. A/C Refrigerant lines that are run thru slabs must be sleeved in PVC
12. ALL A/C Equipment shall be 15 SEER
13. Provide Disconnects at ALL appliances (water heater, A/C units, and ALL other equipment as required by N.E.C.)
14. A/C Ducts in Garage shall be metal or 1" thick minimum rigid nonmetallic Class 0 or Class 1 duct or other approved material and shall have no openings into the garage.
15. Smoke Alarms shall be installed in the following locations:
    a) In each sleeping room.
    b) Outside each separate sleeping area in the immediate vicinity of the bedrooms.
    c) On each additional story of the dwelling
    ** ALL Smoke Alarms shall be interconnected and hardwired **

Electrical Symbol Legend

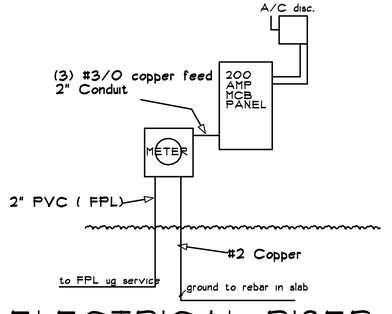
S	Single Pole Switch		Recessed Can Light
S_3	Double Pole Switch		Eyeball Recessed Can Light
S_D	Dimmer Switch		Exhaust Fan
PB	Push Button Switch		Ceiling Mounted Light
	Duplex Outlet		Wall Mounted Light
	Special Receptacle		Light with Pull Chain (attic)
WP GFI	Waterproof, ground fault interrupter	C	Computer Connection Jack
GFI	Floor Duplex Outlet		Flood Light
JB	Junction Box		Electrical Panel
T	Thermostat		Electrical Meter
CV	Central Vac	AC DISC	A/C Disconnect
S	Smoke Detector		Ceiling Fan
TV	Television Jack		
T	Telephone Jack		2 x 4 Florescent Light
	1 x 4 Florescent Light	I	Intercom
SPKR	Speaker Hook-Up		Ceiling Mounted Light Dome Style
	Pendant Light	MD	Motion Detector (closet light)
CM	Carbon Monoxide Detector		

PANEL "A"

Poles	BR	Load	Wire	Description	circ#	circ#	Description	Wire	Load	BR	Poles
2	40	7.0 kw	#8	3.5 Ton A/C comp	1	2	AHU	#10	3.5 kw	30	2
					3	4					
2	40	7.0 kw	#8	3.5 Ton A/C comp	5	6	AHU	#10	3.5 kw	30	2
					7	8					
2	30	4.5 kw	#10	40 gal. water HTR	9	10	Range	#6	12.0 kw	50	2
					11	12					
1	20	1.2 kw	#12	Clothes Washer	13	14	Dryer	#10	5.0 kw	30	2
1	20	.81 kw	#12	Garage Door Opener	15	16					
1	20	.81 kw	#12	Garage Door Opener	17	18	Dishwasher	#12	1.2 kw	20	1
1	20	.81 kw	#12	Garage Door Opener	19	20	Refrigerator	#12	1.2 kw	20	1
1	20	1.5 kw	#12	Kitchen S.A.C.	21	22	Receptacles	#12	——	20	1
1	20	1.5 kw	#12	Kitchen S.A.C.	23	24	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	25	26	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	27	28	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	29	30	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	31	32	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	33	34	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	35	36	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	37	38	Receptacles	#12	——	20	1
1	20	——	#14	General Lighting	39	40	Bathroom GFI	#12	——	20	1
1	20	——	#14	Bathroom GFI	41	42	Pool Equipment	#10	2.8 kw	30	1

PANEL "A" LOAD CALCULATION SHEET

Load Description	Qty.	Watts	Total(Watts)
General Lighting (3 watts sq. ft.)	3079	3	3,672
Small Appliance Circuit(s)	2	1,500	3,000
Range	1	12,000	12,000
Range Hood	1	1,100	1,100
Refrigerator	1	1,200	1,200
Dish Washer	1	1,200	1,200
Disposal	1	1,000	1,000
Clothes Washer	1	1,200	1,200
Clothes Dryer	1	5,000	5,000
Water Heater	1	4,500	4,500
Pool Equipment	1	2,800	2,800
Garage Door Opener	3	810	2430
	Total Watts		32,770
First 10000 Watts @100%	1	10,000	10,000
Remainder 22,770 @40%	1	0	9,108
Electric Heat or A/C 10,000 @65%	1	6,500	6,500
Calculated Load	Watts		25,600
	Voltage		240
Calculated Wattage Divided by Voltage = Total Amps			106
Panel Size Requred = 150 Amps			



ELECTRICAL RISER

NTS

Revisions :

Date Drawn: 7-17-19
Drawn by: D.R.B.
Checked by: D.R.B.

Residence For:
SURFSIDE EQUITIES LLC

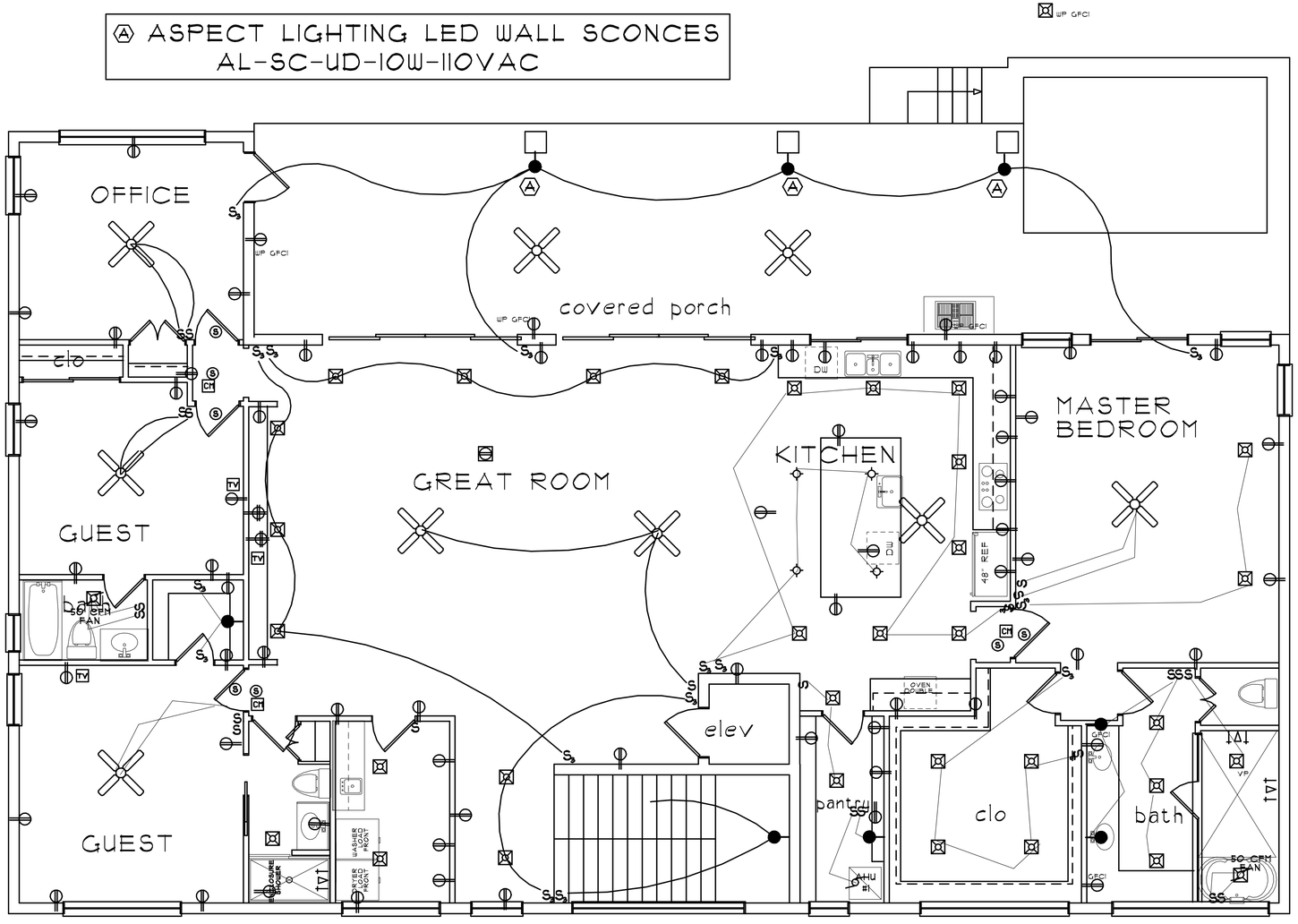
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SHEET NO: E-1
OF
JOB NUMBER: 19-80

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT

Ⓐ ASPECT LIGHTING LED WALL SCONCES
AL-SC-UD-10W-110VAC



Electrical Symbol Legend

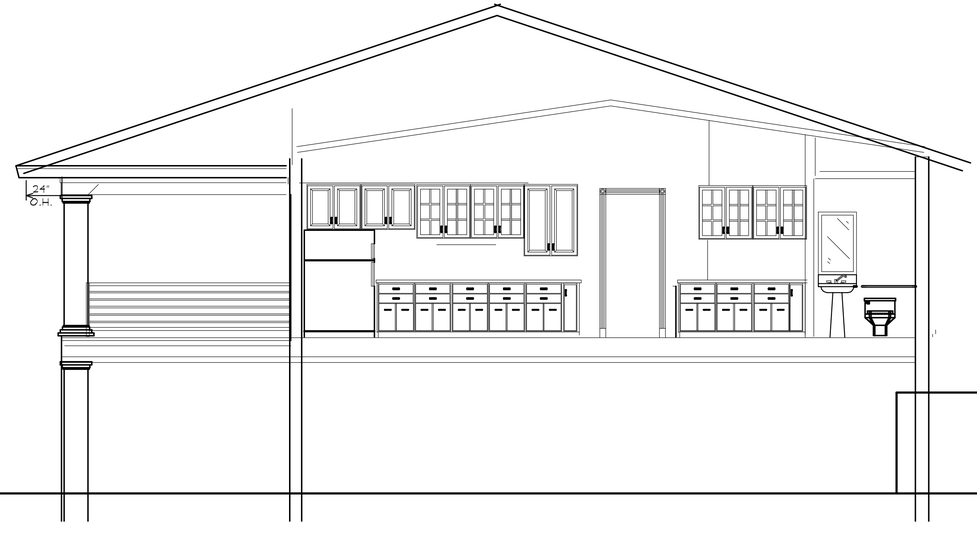
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	Waterproof, ground fault interrupter		Computer Connection Jack
	Floor Duplex Outlet		Flood Light
	Junction Box		Electrical Panel
T	Thermostat		Electrical Meter
CV	Central Vac		A/C Disconnect
S	Smoke Detector		Ceiling Fan
TV	Television Jack		
T	Telephone Jack		2 x 4 Florescent Light
	1 x 4 Florescent Light	I	Intercom
SPKR	Speaker Hook-Up		Ceiling Mounted Light Dome Style
	Pendant Light	M	Motion Detector (closet light)
CM	Carbon Monoxide Detector		

ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

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    b) Outside each separate sleeping area in the immediate vicinity of the bedrooms.
    c) On each additional story of the dwelling
    ** ALL Smoke Alarms shall be interconnected and hardwired **



Revisions :

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Drawn by: D.R.B.
Checked by: D.R.B.

Residence For:
SURFSIDE EQUITIES LLC

Address: 1814 SURFSIDE DRIVE, FT. PIERCE, FL.

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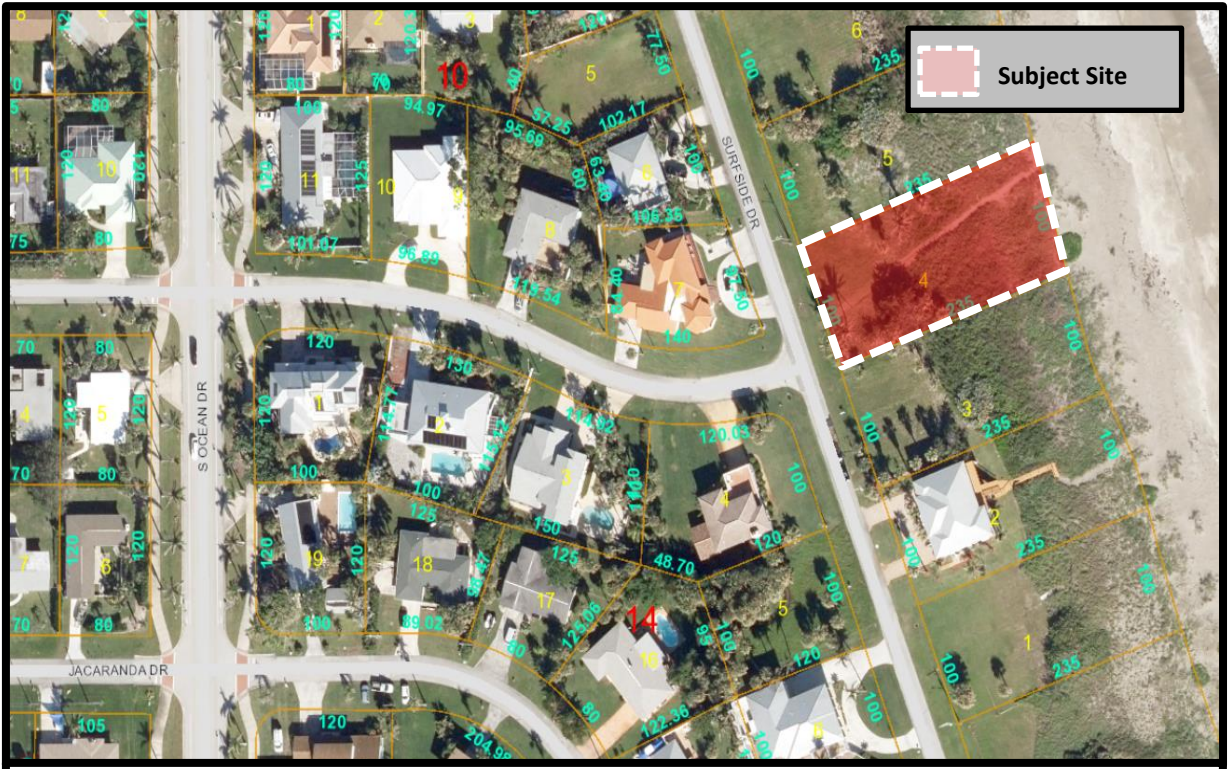
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OF

JOB NUMBER: 19-80

STATE OF FLORIDA
DANIEL R. BRADEN
AR 9770
REGISTERED ARCHITECT







THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
1814 Surfside Drive
Aerial Map

N
W E
S



THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
1814 Surfside Drive
Future Land Use Map

N
W E
S



THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
1814 Surfside Drive
Zoning Map

N
W E
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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

August 14, 2019

Braden & Braden
417 Coconut Avenue
Stuart, FL 34996

SUBJECT: **Surfside Equities – 1814 Surfside Drive**
TECHNICAL REVIEW PROJECT: # 19-04000011
DEVELOPMENT REVIEW (CONDITIONAL USE) & DESIGN REVIEW

Comments:

1. Submit a project narrative that explains the project along with a statement of ownership & control.
2. Submit a narrative as part of the Design Review application regarding how the chosen building design fits into the character of the surrounding area.
3. Submit a Warranty Deed as part of the requirement for the Development Review Application

Please provide a written response to all TRC comments by August 30, 2019. Any department that has recommended disapproval must have their comments satisfied and must give at least a recommendation of approval with conditions before the project can move to the Planning Board stage. Once the project is ready for the Planning Board stage you will need to submit ten (10) full complete hard copies & one (1) complete digital copy all previous submittal materials with any revisions reflected. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Single Family Home CU – 1814 Surfside Drive
TRC No. 19-04000011

DATE : August 14, 2019

This is to advise you that we have completed the review of the following documents as received by this office on August 2, 2019:

- [x] Conditional Use w/New Construction Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Conditional Use
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Revise the plans to include the applicable driveway widths 12-feet minimum and 26-feet maximum and driveway spacing of 40-feet.

JRA/VB/vb

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 8.15.19
Property Address: 241250101240004
Property Name: Single-Family Home
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☐ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☑ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☑ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Construction seaward of the CCCL shall be elevated on piles or columns to comply similar to V Zone
Requirements. DEP approval required.

Building Official's or Representative's Signature _____ Date: 8.13.19

Technical Review Committee meeting

August 15th, 2019

Case # 19-04000011

Conditional Use with new construction

Single family home 1814 Surfside Dr, FP

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

August 15, 2019

TECHNICAL REVIEW PROJECT # 19-04000011

Conditional Use with New Construction – Single Family Home – 2412-501-0124-000-4

Comments

FPUA W/WW Engineering: Approved as Noted: Wastewater service lateral for the property presently exists in the North West corner of the property. The plumber is responsible to contact Robert Eschmann @ (772) 466-1600 ext. 5520 to schedule a sewer tap inspection. The plumber must be present for the inspection with the connection fully exposed for inspection purposes. Ferncos are not allowed to be used for connection of private lateral to FPUA's point of service. Ensure that FPUA Detail S-4A is strictly adhered to when restoring the excavation after the inspection is complete.
Water Service must be applied for at FPUA's Customer Service building @ 206 South 6th Street. Service is contingent on payment of all applicable fees and costs associated with such request.

FPUA Electric & Gas Engineering: Approved - the point of service location is Pole - FPI #18777 / NW corner of property.

August 12th, 2019

Project:	**Conditional Use with New Construction Single Family Home**
Subject:	**SURVEY REVIEW**
To:	Brandon Creagan
From:	Rod Reed, PLS SLC-Engineering Division

All comments are based on the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 5J-17.050 thru 5J-17.052 Florida Administrative Code, pursuant to current Section 472.027, Florida Statutes.

SURVEY:

1) I have reviewed this survey for compliance to the Standards of Practice. I have no comments.
2) Advisory Comment: Be advised that the survey will need to comply with DNR survey requirements. Some of the items that are lacking is to contour the site, elevation 0 and the seasonal high water line to name a few. You can download their requirements from their website.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org

Ph. (772) 462-1721
E-mail reedr@stlucieco.org

Planning Board Meeting **6. c.**

Meeting Date: 09/17/2019

Information

REQUESTED ACTION

Conditional Use and Design Review - Supina/Twoey Residence - 1912 Surfside Drive

LOCATION

1912 Surfside Drive

RESPONSIBLE STAFF

Brandon C. Creagan, LEED Green Associate, Planner

RECOMMENDATION

Approve with Conditions

Attachments

Staff Report
Application & Supporting Materials
Aerial Map
Future Land Use Map
Zoning Map
TRC Comments

Form Review

Form Started By: Brandon Creagan Started On: 09/10/2019 01:38 PM

Final Approval Date: 09/11/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Members of the City of Fort Pierce Planning Board

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Brandon Creagan, LEED Green Associate, Planner

RE: **Application for Conditional Use with New Construction and Design Review**
Coastal Construction Control Line (CCCL)
1912 Surfside Drive

BOARD DATE: September 17, 2019

STAFF REPORT

Property Owner:
Anne Supina and Sandra Twoey
1564 Thumb Point Drive
Fort Pierce, FL 34949

Representative:
Architectonic Inc
806 Delaware Avenue
Fort Pierce, FL 34950

Requested Action:
Approval with Conditions of a Conditional Use with New Construction and Design Review for a single-family home seaward of the Coastal Construction Control Line (CCCL). Approval for a second Conditional Use for a height increase to 34 feet from FEMA Based Flood Elevation.

Site Location:
1912 Surfside Drive

Parcel ID:
2412-501-0121-000-3

Parcel Size:
.54 Acres

Current Zoning:
R-1, Single Family Low Density

Future Land Use:
RL, Low Density Residential

Surrounding Zoning

North	East	South	West
R-1	Ocean	R-1	R-2

Staff Analysis:

In accordance with Sections 22-59, 22-66 and 22-76 of the City Code, the applicant is requesting approval for a Conditional Use with New Construction and Design Review for a single-family home seaward of the Coastal Construction Control Line (CCCL).There is also a request for a Conditional Use to allow for an increase in the height of the structure to 34 feet from FEMA Based Flood Elevation in accordance with City Code 22-16(a)(3)b.

The proposed single-family home is located at 1912 Surfside Drive and is owned by Surfside Equities, LLC. The subject property has a Future Land Use designation of Low Density Residential (RL) with a compatible zoning classification of Single-Family Low Density Residential (R-1). The properties to the north and south are also zoned R-1. To the west, the property is zoned Single Family Intermediate Density (R-2) and to the east is the Atlantic Ocean.

As the site is seaward of the CCCL, the proposed construction requires a Conditional Use Approval by the City of Fort Pierce City Commission prior to review for permitting by both the City and the Florida Department of Environmental Protection (FDEP). The FDEP regulates construction eastward of the CCCL under the established State coastal construction guidelines. The FDEP defines the CCCL as portions of beaches and dune systems subject to severe fluctuations based on a 100-year storm event. The FDEP further guides that the CCCL is not a seaward limit for construction of upland structures (as in a setback line) but rather the CCCL delineates the inland limit of areas where special siting and design considerations are necessary to protect the beach-dune system and to protect proposed and existing structures, adjacent properties, and the preservation of public beach access.

Design Review

Design & Height

The home will have a total square footage of 7,213 square feet between the first floor, second floor, and open-air patio. The proposed height of the structure is 34 feet above the FEMA Based Flood Elevation and 39 feet from existing grade. In the South Beach Overlay District, the height of a structure is not determined by measurement from existing grade, but rather from the FEMA Base Flood Elevation. Structures in the R-1 zoning district can be built up to 28 feet from the FEMA Based Flood Elevation without any special approvals. Furthermore, structures can be built between 29 feet to 35 feet with a Conditional Use approval. As the proposed structure will be 34 feet from the FEMA Based Flood Elevation, a Conditional Use approval is required. The proposed single-family home also complies with the setback provisions as stipulated in City Code 22-24(b)(2).

The structure meets the design review standards of City Code 22-59 with regards to the purpose and intent of the code. The intent of the code provided in section 22-59(b) states that "The intent of the city's design review process is not to stifle innovative architecture but rather to assure respect for and reduce incompatible and adverse impacts on the visual experience throughout the city". The proposed structure meets the purpose of the code as the overall design seeks to minimize the impacts to the surrounding neighborhood as well as the impacts to the environment. The applicant has expressed that the design of the structure will not detract from the built environment but will instead blend in with the surrounding build environment. Although there are no additional design standards in the South Beach Overlay for single family homes, the design chosen mimics the styles of similar homes in the area.

Lighting & Landscaping

The proposed beachside lighting shall be in full compliance with City Code 5-375 (Lighting on the Beach). City Code section 5-375 provides for the protection of sea turtles and sea turtle hatchlings regarding lights effect on the ability of sea turtles to reach the ocean. Any light that can be seen from the beach has the potential of disorienting sea turtles and preventing them from reaching the shoreline. The Code specifies that lighting shall be mounted as low as possible and shall be shielded. These two specifications help to prevent visible light from the beach. The applicant has provided a lighting plan in

compliance with City Code 5-375. The applicant has also provided a landscape plan that complies with City Code 22-186, Single-Family dwelling units and duplexes that requires, among other things, that four trees shall be planted on site.

Technical Review Committee:

All affected Departments have reviewed the submittals and provided comments regarding the proposed Conditional Use application with New Construction and Design Review seaward of the CCCL based on compliance with the requirements of the City Code and Comprehensive Plan. All comments received are attached for your review.

Staff Comments:

The proposed single-family home meets the requirements of the City Code and is in compliance with the City's Comprehensive plan. Staff recommends approval of the Conditional Use with New Construction and Design Review, seaward of the CCCL with the following conditions:

1. A landscape plan that demonstrates compliance with City Code 22-186 shall be submitted with the building permit.

2. A lighting plan or photometric survey that demonstrates compliance with City Code 5-375 shall be submitted with the building permit.

3. Prior to construction activities the applicant shall obtain approval from the FDEP for construction activities seaward of the Coastal Construction Control Line.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

RECEIVED
AUG 0 1 2019
CITY OF FORT PIERCE
PLANNING & ZONING

DEVELOPMENT REVIEW

Property address or Location 1912 Surfside Drive Ft. Pierce Florida

Parcel ID #(s) 2412-501-0121-000-3

Project description Construct 2 story Single Family Residence

Anne E. Supina & Sandra L. Twoey	Mike Menard of Architectonic Inc.
Property Owner(s)	**Applicant/Representative, Title, Company**
1563 Thumb Point Dr.	806 Delaware Ave.
Street Address	Street Address
Ft. Pierce Fl 34949	Ft. Pierce Fl 34950
City State Zip	City State Zip
1-814-280-7355	772-460-7751
Phone Number	Phone Number
boxerbills@gmail.com	mmenard@architectonicinc.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY St. Lucie

The foregoing instrument was acknowledged before me this 25 day of July, 20 19, by Anne E. Supina & Sandra L. Twoey who is personally known to me or has produced _____ as identification.

Signature of Notary

(seal)

RUBEN V. VALLS
Notary Public, State of Florida
Commission# FF 939592
My comm. expires Jan. 17, 2020

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____ Fees_____ Control #_____ B. Permit #_____

Intake Planner_____

Planner Assigned_____

Approved By_____ Date _____

Comments_____

Intake Date Stamp

❑ DEVELOPMENT REVIEW

General Information

- ❑ Incomplete application packets cannot be accepted.
- ❑ Site Plan approval is valid for one (1) year following City Commission approval. In order to maintain site plan approval, vertical improvements, permitted by the Building Department must commence prior to the 12-month expiration date, and building permits must be maintained until site plan is completed, per plans, or approval shall lapse.

Choose Application Type:

Application Type		
❑ Site Plan	■ Conditional Use with New Const.	❑ Major Amendment
❑ Conceptual Development Plan		❑ Minor Amendment

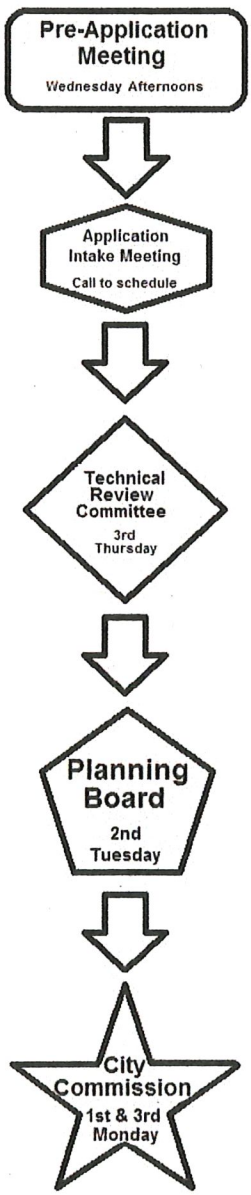
Site Information:

Non-Residential: Proposed Sq. Ft.: _____ Residential: Proposed Units: one

Surrounding Uses: *(i.e. single family home, retail, industrial, etc.)*

North	South	East	West
Residential	Residential	Ocean	Residential

Application Outlook



Site Plan submittal requirements:

Submit one (1) original & thirteen (13) hard copies and one (1) CD of the following. Additional copies will be required of subsequent submittals.

- ❑ Complete notarized application
- ❑ Warranty Deed
- ❑ SLC Property Record Card
- ❑ Statements of ownership & control of proposed development. Statement describing in detail: character & intended use.
- ❑ General location map (see Section 22-58.d.2)
- ❑ Survey (see Section 22-58.d.3)
- ❑ Site Plan (see Section 22-58.d.4)
- ❑ Landscaping Plan (see Section 22-187)
- ❑ Storm Drainage Plan (see Section 22-58.d.6)
- ❑ Environmental Impact Report
- ❑ Beach/Dune System protection plan, if applicable (see Section 22-58.d.7)
- ❑ Lighting Plan (see Section 22-58.d.8)
- ❑ Design Review submittals (see Design Review application)
- ❑ Traffic Impact Report
- ❑ Concurrency Review submittals (see Concurrency Review application)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

16

RECEIVED
AUG 09 2019
CITY OF FORT PIERCE
PLANNING & ZONING

Conditional Use – No New Construction

Property address or Location 1912 Surfside DR Fort Pierce FL 34949

Parcel ID #(s) 2412-501-0121-000-3

Project description 2 Story Single Family Home (34'-0")

ANNE E. SUPINA
SANDRA L. TWOEY
Property Owner(s)
1564 THUMB POINT DR
Street Address
FORT PIERCE FL 34949
City State Zip
814-280-7355
Phone Number
BOXERBILLS @ GMAIL.COM
Email Address

ARCHITECTRONIC INC
Applicant/Representative, Title, Company
806 DELAWARE AVE
Street Address
Fort PIERCE FL 34950
City State Zip
772-460-7751
Phone Number
MMONARD @ ARCHITECTRONICINC.COM
Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- Florida COUNTY St. Lucie

The foregoing instrument was acknowledged before me this 8th day of August, 2019, by Anne E Supina & Sandra Lee Twoey who is personally known to me or has produced Florida Driver Licenses as identification.

Signature of Notary

(seal)

HELEN P. STEWART-DOUGLAS
Notary Public, State of Florida
Commission# GG 354567
My comm. expires Feb. 25, 2020

INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-3729

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic District	Historic Designation
				Contributing Individual Non-Contributing None

Pre-Application Meeting Date_____
Intake Planner_____
Planner Assigned_____
Approved By_____ Date _____
Comments_____

Fees_____ Control #_____ B. Permit #_____

Intake Date Stamp

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Design Review

Property address or Location 1912 Surfside Drive Ft. Pierce
Parcel ID #(s) 2412-501-0121-000-3
Project Description 2 Story Single Family Residence

Anne E. Supina & Sandra L. Twoey	Mike Menard of Architectonic Inc.
Property Owner(s)	Applicant/Representative, Title, Company
1564 Thumb Point Dr.	806 Delaware Ave.
Street Address	Street Address
Ft. Pierce FL 34949	Ft. Pierce FL 34950
City State Zip	City State Zip
1-814-280-7355	772-460-7751
Phone Number	Phone Number
boxerbills@gmail.com	mmenard@architectonicinc.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Application (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein.*

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY St. Lucie
The foregoing instrument was acknowledged before me this 25 day of July, 2019, by
Anne E. Supina & Sandra L. Twoey who is personally known to me or has produced
FL DL as identification.

Signature of Notary

RUBEN V. VALLS
Notary Public, State of Florida
Commission# FF 939592
My comm. expires Jan. 17, 2020
(seal)

TO BE COMPLETED BY STAFF

Zoning	Future Land Use	Total Acres	Historic Districts	Historic Designation

Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit _____
Intake Planner _____
Planner Assigned _____
Approved _____ Date _____
Comments _____

Intake Date Stamp

Records $ 18.50
Doc Stamps: $ 3,339.00

17-06139C

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4339661 08/10/2017 02:54:39 PM
OR BOOK 4030 PAGE 710 - 711 Doc Type: DEED
RECORDING: $18.50
Doc Tax: $3339.00

Prepared By and Return To:
Treasure Coast Title & Settlement of Vero, LLC
Attn: Chrissy Canady
3375 20th Street, Suite 130
Vero Beach, FL 32960

Order No.: 17-06139C

Property Appraiser's Parcel I.D. (folio) Number:
2412-501-0121-000-3

Treasure Coast Title Agency of Vero, Inc.
3375 20th Street, Suite 130
Vero Beach, FL 32960
P: 772-299-5022 Fax: 772-299-5026
Courthouse Box # 60

WARRANTY DEED

THIS WARRANTY DEED dated July 27, 2017, by Vincent Apicella and Maria Clara Bago, his wife, whose post office address is 15350 Earhart Place, Wellington, Florida 33414 (the "Grantor"), to Anne E. Supina and Sandra L. Twoey, a married couple, whose post office address is 1564 Thumb Point Drive, FT Pierce, Florida, 34949 (the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN Dollars And No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Saint Lucie, State of Florida, viz:

Lot 1, Block 11, Surfside Unit One, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 17, of the Public Records of St. Lucie County, Florida.

THIS PROPERTY IS VACANT LAND

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: 2016.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Vincent Apicella

Witness Signature

Maria Clara Bago

Christopher Cronin
Printed Name of First Witness

Witness Signature

Jennifer Darsey
Printed Name of Second Witness

Grantor Address:
15350 Earhart Place
Wellington, FL 33414

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 27 July, 2017 by Vincent Apicella and Maria Clara Bago, husband and wife who is personally known to me or who produced his/her Florida Drivers license as identification.

Angela Garcetti Besin

Printed Name: Angela Garcetti-Besin
My Commission Expires: Jan 10, 2020

ANGELA GARCETTI-BESIN
Notary Public - State of Florida
Commission # FF 948962
My Comm. Expires Jan 10, 2020

Design Intent:

Careful consideration and thought have been given to the design presented herein, regarding orientation, access, building design and budget.

Criteria as follows:

Auto access to the property is proposed to be from Surfside Drive, with a circular drive to allow for RV and boat maneuvering and to provide adequate parking for visitors.

The majority of the architectural details selected for the residence do exist on the nearby residences. Articulation of the building façade is achieved by the use of metal roofing, raised stucco banding around the windows and doors, detailed in such a way as to promote vertical proportions. Other design elements include horizontal stucco pattern to simulate lap sliding. The building exterior colors will complement the façade articulation with accents colors distinguishing the stucco banding from the body colors of the building.

The building, though tall, is a two-story design with a variety of architectural designs with a variety of architectural details and architectural metal roofing, making it compatible with the existing structures.

806 Delaware Avenue Tel: 772 460 7751 www.architectonicinc.com
Fort Pierce, Florida 34950 Fax: 772 460 4244 FL Reg #AA26003348

Architectonic Inc

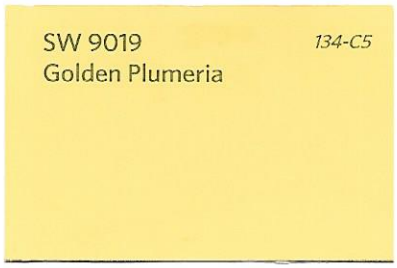
SUPINA – TWOEY RESIDENCE

COLOR CHART

MAIN BODY FIRST FLOOR
SW 7551 GREEK VILLA

SW 7551
Greek Villa
FS 15

MAIN BODY SECOND FLOOR
SW 9019 GOLDEN PLUMERIA



DOORS
SW 7663 MONORAIL SILVER



TRIM (STUCCO BANDS & FASCIA)
SHERWIN WILLIAMS PURE WHITE

ROOFING MILL FINISH GALVALUME

806 Delaware Avenue
Fort Pierce, Florida 34950
Tel: 772 460 7751
Fax: 772 460 4244
www.architectonicinc.com
FL Reg #AA26003348



ARCHITECT

Architectonic Inc

806 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772 460 7751
F: 772 460 4244

WWW.ARCHITECTONICINC.COM

STATE REG # AA26003348

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PROJECT

SUPINA-TWOEY
RESIDENCE
FT. PIERCE, FLORIDA

CLIENT

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR96898

REVISIONS

NO.	DATE	REVISION

KEY PLAN

SHEET TITLE / SHEET NUMBER

PROJECT NUMBER R19067

DATE



THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
1912 Surfside Drive
Aerial Map

N
W E
S



THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
1912 Surfside Drive
Future Land Use Map

N
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THE SUNRISE CITY
FORT PIERCE
Florida

Development & Design Review
1912 Surfside Drive
Zoning Map

N
W E
S

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

August 14, 2019

Architectonic Inc
806 Delaware Avenue
Fort Pierce, FL 34950

SUBJECT: **Supina/Twoey Residence – 1912 Surfside Drive**
TECHNICAL REVIEW PROJECT: # 19-04000012
DEVELOPMENT REVIEW (CONDITIONAL USE) & DESIGN REVIEW

Comments:

1. Submit colored renderings or elevations of the building for the Design Review application.
2. Submit a project narrative that explains the project.
3. Submit a narrative as part of the Design Review application regarding how the chosen building design fits into the character of the surrounding area.

Please provide a written response to all TRC comments by August 30, 2019. Any department that has recommended disapproval must have their comments satisfied and must give at least a recommendation of approval with conditions before the project can move to the Planning Board stage. Once the project is ready for the Planning Board stage you will need to submit ten (10) full complete hard copies & one (1) complete digital copy of all previous submittal materials with any revisions reflected. The presented review is specific to the proposed facility. Please contact me should you have any questions regarding the project at (772) 467-3742 or by e-mail: bcreagan@city-ftpierce.com.

Sincerely,

Brandon Creagan, LEED Green Associate
Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Single Family Home CU – 1912 Surfside Drive
TRC No. 19-04000012

DATE : September 6, 2019

This is to advise you that we have completed the review of the following documents as received by this office on August 29, 2019:

- [x] Conditional Use w/New Construction Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Conditional Use
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] No comments

JRA/VB/vb

Q:\ENGINEERING\Site Development Projects\Addresses\1912 Surfside\CU\Submittal No. 2 - 082919\CU Comments - 0890619.docx

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

RE : Single Family Home CU – 1912 Surfside Drive
TRC No. 19-04000012

DATE : August 13, 2019

This is to advise you that we have completed the review of the following documents as received by this office on August 2, 2019:

- [x] Conditional Use w/New Construction Application
- [ ] P/D Drawings
- [ ] Test Reports & Related Documents
- [ ] Certificate of Completion
- [ ] Record Drawings
- [ ] Permits from applicable Local, State & Federal Agencies
- [ ] Clearances from all applicable Local, State and Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [x] Approval of Conditional Use
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

ENGINEERING COMMENTS:

1. Provide a recent signed and sealed survey as the one submitted was a June 2018 copy that was not signed or sealed.
2. Revise the plans to include the applicable driveway widths 12-feet minimum and 26-feet maximum and driveway spacing of 40-feet.
3. The submitted survey identified the existing drainage basin located directly adjacent to the property. Revise the plot plan to identify the drainage basin to ensure no conflicts between the drainage system and the driveway construction will occur.

JRA/VB/vb

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 ▪ CITYOFFORTPIERCE.COM ▪ TEL: 772.467.3000 ▪ FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 8.15.19
Property Address: 1912 Surfside Dr.
Property Name: CU with New Construction
Planner: Brandon Creagan

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☐ 3. Any construction will need to meet the requirements of the Florida Building Code 6th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☑ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☑ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☐ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Construction is east of the CCCL, the structure is required to be elevated on piles or columns, DEP approval Is required.

Building Official's or Representative's Signature _____ Date: 8.13.19

Technical Review Committee meeting

August 15th, 2019

Case # 19-04000012

Conditional Use with new construction

Single family home 1912 Surfside Dr, FP

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

August 15, 2019

TECHNICAL REVIEW PROJECT # 19-04000012

Conditional Use with New Construction – Single Family Home – 1912 Surfside Drive

Comments

FPUA W/WW Engineering: Approved as noted: Wastewater Service – A sanitary sewer lateral must be constructed by the applicant's contractor from the manhole to the northwest corner of the property. The plumber is responsible to contact Robert Eschmann @ (772) 466-1600 ext. 5520 to schedule a sewer tap inspection. The plumber must be present for the inspection with the connection fully exposed for inspection purposes. Ferncos are not allowed to be used for connection of private lateral to FPUA's point of service. Ensure that FPUA Detail S-4A is strictly adhered to when restoring the excavation after the inspection is complete.

Water Service must be applied for at FPUA's Customer Service Building @ 206 South 6th Street.

Service is contingent on: Correct installation of sanitary sewer lateral, and Payment of all applicable fees and costs associated with the request.

FPUA Electric & Gas Engineering: Approved - the point of service location is Pole - FPI #11715 / SW corner of property

August 12, 2019

Project:	**Conditional Use-Single Family Home**
Subject:	**SURVEY REVIEW**
To:	Brandon Creagan
From:	Rod Reed, PLS
	SLC-Engineering Division

All comments are based on the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, per Chapter 5J-17.050 thru 5J-17.052, Florida Administrative Code, pursuant to current Section 472.027, Florida Statutes.

SURVEY:

1) Please add to the Bearing Base Note (posted as Surfside Drive) to avoid confusion.
2) Please add to the face of Survey, South Ocean Drive as Platted, to avoid confusion.

Please provide a written response to all comments

Rod Reed, County Surveyor
St. Lucie County, Fl.
2300 Virginia Avenue
Ft. Pierce, Fl. 34982-5652
www.stlucieco.org
Ph. (772) 462-1721
E-mail reedr@stlucieco.org

Planning Board Meeting **6. d.**

Meeting Date: 09/17/2019

Information

REQUESTED ACTION

Text Amendment - Chapter 22 - Board of Adjustment

LOCATION

N/A

RESPONSIBLE STAFF

Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RECOMMENDATION

Approval.

Attachments

Staff Report

Draft Text

Form Review

Form Started By: Rebeca Guerra Started On: 09/10/2019 04:59 PM

Final Approval Date: 09/12/2019

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Planning Board Members

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca A. Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: Amendment to Chapter 22 - Zoning
Board of Adjustment

BOARD DATE: September 17, 2019

STAFF REPORT

The proposed Text Amendment seeks to modify multiple sections of the Code of Ordinances in reference to the Board of Adjustment. To this end, the following text amendment modifies existing language regarding the structure and standards of the review process. More specifically, the text amendment proposes the Board be comprised of five members appointed by the Mayor and each City Commissioner, subsequently eliminating the two additional "alternate" positions currently in place. The text amendment would also enable aggrieved parties to appeal decisions of the Board of Adjustment to the City Commission rather than the current process which dictates that an unsuccessful party must file an appeal with the appellate court to have the decision reviewed. Additionally, a concurring vote of a majority of the Board or Commission members will be needed to approve a Variance.

The following sections of the Code of Ordinances would be affected by the proposed text amendment:

Sec. 5-303. - Setback variances.
Sec. 11.5-33. - Variances prohibited.
Sec. 22-59. - Design review.
Sec. 22-102.1. - Nonconforming structure as special exception.
Sec. 22-105.1. - Duplex as special exception.
Sec. 22-107. - Authorization to grant or deny variances.
Sec. 22-109. - Variances for FH zone provisions.
Sec. 22-110. - Application for a variance.
Sec. 22-111. - Stay of proceedings.
Sec. 22-112. - Variance procedure.
Sec. 22-114. - Time limit for variances.
Sec. 22-115. - Limitations of refiling of application.
Sec. 22-117. - Notice requirement for certain structures in FH zones.
Sec. 22-118. – Appeals *(new section)*
Sec. 22-140. - Appeals from rulings of administrative officer. *(now Planning Director)*
Sec. 22-147. - Board of adjustment.
Sec. 22-182. - Variances and administrative appeals.
Sec. 22-218. - Concurrency assessment.
Sec. 22-310. - Appeals and variances. *(sidewalks)*

In addition to the above, through the text amendment, staff also seeks to correct the Planning Director's title and the Planning Department's name within the Code of Ordinances.

Attachments:
Proposed Text Amendment

Sec. 5-303. - Setback variances.

In the event a variance in the existing setback regulations is necessary for the construction of a fallout shelter, the planning director ~~of planning and zoning~~ may grant such variance and make a special exception without the necessity of advertising and holding a public hearing ~~before the board of adjustments and appeals~~, provided however, that no fallout shelter shall be constructed unless there is a minimum distance ~~of three (3) feet between the shelter and the property line~~ consistent with the appropriate zoning district.

Sec. 11.5-33. - Variances prohibited.

Neither ~~T~~the board of adjustment nor city commission may ~~not~~ vary those distance restrictions imposed by section 11.5-30.

Sec. 22-59. - Design review.

(a) Applicability. All development requiring site plan approval, or development abutting arterial roads, which submits application for development subsequent to the enactment of this ordinance, shall be subject to the city's design review process. In addition, all city-sponsored development projects not subject to site plan review shall require administrative review and approval according to the guidelines of this section. Such development proposals shall be reviewed for consistency with the city's design review guidelines outlined in this chapter. Until such time as a separate design review board is established, the city's planning board shall function as the design review board and shall be responsible for such design review, which shall be completed as part of the development review process. Applications for design review approval must satisfy the application submission requirements and shall be submitted to the department of planning. Design review related to any changes to historic structures, or any new construction on an historic site or in an historic district shall be reviewed by the historic preservation board in lieu of the design review board in accordance with chapter 23. Use of obligatory verbs in this section such as "shall" and "must" are imperatives applicable as binding directives of the ordinance. Discretionary language such as "should," "may," "might," and "is encouraged" are applicable as general guidance for design choices. Design choices based on discretionary language will be subject to the assessment and recommendation of the ~~director of~~ planning director and the design review board.

(c) Submission requirements. Applications for design review approval shall be submitted on a supplemental application form as published by the planning department ~~of Planning~~ along with the appropriate fee as required by section 22-142, Filing fees. All presentation materials shall include a graphic scale and may include scale figures of pedestrians, vehicles and other common elements found

in the public environment. The following materials must be submitted with an application, unless waived by city administrative staff as not necessary, before an application shall be considered complete and accepted for review:

(d) Procedure for approval. When site plan approval is required pursuant to section 22-58, the following procedure relating to design review shall take place at the same time:

(2) The design review board shall review the application and make a recommendation to the commission for approval or disapproval. If the board recommends disapproval, the reasons shall be stated. The board shall consider the following standards:

(iv) The design avoids undue monotony in structural design features.

The board may condition recommendation for approval upon an applicant obtaining of a suitable variance pursuant to article VIII ~~from the board of adjustment~~.

Sec. 22-102.1. - Nonconforming structure as special exception.

(a) The board of adjustment and city commission ~~is~~ are authorized to permit the enlargement or alteration of a nonconforming structure, except any sign, as a special exception upon application, notice and hearing as provided in sections 22-141(a), 22-142(11), and 22-143, and upon finding and determining the following:

~~(b) The board of adjustment shall confer with the city planning board on all applications for such special exception.~~

(b~~c~~) In granting a special exception hereunder, the board of adjustment and city commission may require certain conditions and safeguards for the public health, safety and welfare, concerning the following:

(~~d~~c) In granting any special exception, the board of adjustment and city commission may prescribe a reasonable time limit within which the enlargement or alteration for which the special exception is requested shall be begun and/or completed.

(~~e~~d) The procedure by which an application shall be made to the board of adjustment under this section shall be as provided in section 22-110 and section 22-112.

(~~f~~e) The approval of any enlargement or alteration of a nonconforming structure as a special exception under this section shall require the conforming vote of ~~four (4) members of the board of adjustments~~ a majority of the board of adjustment or city commission.

Sec. 22-105.1. - Duplex as special exception.

If a lot of record exists which could have been used for multifamily purposes involving a triplex structure or more before January 1, 1985, and the lot is no longer permissible for any use other than as a single-family dwelling then, in that event, the board of adjustment and city commission are ~~is~~ authorized to allow use of the lot for a duplex upon application, notice and hearing as provided in sections 22-141(a), 22-142(11), and 22-143, and upon finding and determining the following:

Sec. 22-107. - Authorization to grant or deny variances.

The board of adjustment and city commission may authorize a variance from the regulations governing the height, area and size of structures and size of yards and open spaces only when consistent with the purpose of this article, this section and the criteria in sections 22-108 and 22-109. In granting a variance, the board of adjustment and city commission may prescribe appropriate conditions and safeguards which it finds necessary to protect the best interests of the surrounding property or vicinity and otherwise achieve the purpose of this chapter. Guarantees and evidence may be required that such conditions will be and are being complied with. ~~No variance shall be granted without t~~The concurring vote of ~~(4) members~~ a majority of the board of adjustment or city commission ~~or~~ is required:

(1) To grant a variance;

(~~1~~2) To allow the establishment or expansion of a use of property for a purpose not authorized within the zone in which the property is located;

(3~~2~~) Due to nonconformities in any district or to a permitted use of lands, structures or buildings in an adjoining zoning district;

(4~~3~~) When a previous request for a variance has been denied by the board of adjustment or city commission and there has been no material change of circumstances since the previous application; or

(5) To reverse any decision of the planning director.

Sec. 22-109. - Variances for FH zone provisions.

The board of adjustment and city commission may grant variance requests for FH zone provisions subject to the following provisions:

(2) In passing upon variance applications, the board of adjustment and city commission shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this chapter, and:

(3) Upon consideration of the factors listed above and the purposes of this chapter, the board of adjustment and city commission may attach such conditions to the granting of variances as it deems necessary to further the purpose of this chapter.

(4) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(5) Conditions for variances:

d. The planning director ~~of development~~ shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency upon request.

Sec. 22-110. - Application for a variance.

~~Appeals to the board of adjustment~~ An application for a variance may be made by the property owner of the area involved or their designated representative by filing an application with the planning department ~~of development and the board of adjustment~~. The application will specify the nature of the variance and the reasons for the variance. It will be in the form prescribed by the rules of ~~the board of adjustment~~ this chapter. The application will also be accompanied by plans, containing information specified in section 22-141. The planning director, board of adjustment, and city commission may request other drawings or information necessary for an understanding of the request.

Sec. 22-111. - Stay of proceedings.

An appeal to the city commission for a variance stays all proceedings in furtherance of the action appealed from, unless the planning director ~~of the department of development~~ certifies to the board of adjustment after the notice of appeal shall have been filed ~~with him~~, that by reason of facts stated in the certificate, a stay would, in the director's opinion, cause imminent peril to life and property. In such a case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board of adjustment ~~or by a court of record on application~~, on notice to the planning director, ~~of the department of planning and development~~ and on due cause shown.

Sec. 22-112. - Variance procedure.

(a) The ~~department of~~ planning department ~~and development~~ will prepare a staff report which presents any inconsistencies found between the requested variance and zoning ordinance requirements and will submit it to the board of adjustment.

(b) Before the board of adjustment may act on an application for a variance or a special exception or an appeal from the decision of ~~an administrative officer~~ the planning director,

it will hold a public hearing within thirty (30) days of the filing of the application and in accordance with the provisions of section 22-143. The board of adjustment will review the request and staff report at the public hearing.

(c) Within thirty-five (35) days of the public hearing, except the board of adjustment with good cause demonstrated may allow an extension of time, the board of adjustment will determine whether the evidence supports a finding that the requirements of the zoning ordinance and other city laws have been met. It will approve, approve with conditions, or ~~deny~~ disapprove the application accordingly.

(d) The board of adjustment's decision will be sent by mail to the applicant within five (5) working days of the action.

Sec. 22-114. - Time limit for variances.

Authorization of a variance shall be void after one year or such lesser time as the authorization may specify unless substantial construction has taken place. However, when requested, the ~~board of adjustment~~ planning director may extend authorization for an additional period not to exceed one year.

Sec. 22-115. - Limitations of refiling of application.

Applications for which a substantially similar application has been ~~denied~~ disapproved will be heard by the board of adjustment only after a period of six (6) months has elapsed from the date of the ~~earlier~~ final decision.

Sec. 22-117. - Notice requirement for certain structures in FH zones.

When a variance is granted allowing a structure to be built or placed with the lowest floor elevation at or below the base flood elevation, the planning director ~~of the department of planning and development~~ shall give written notice to the owner of the structure that this is allowed and that the cost of flood insurance will be commensurate with the increased risk resulting from the lowest floor elevation.

Sec. 22-118. - Appeals.

Within twenty (20) days of the written decision of the board, an aggrieved party may appeal the decision by filing a written notice of appeal and an appeal fee of twenty-five dollars ($25.00) with the city clerk. The notice of appeal shall state the decision which is being appealed, the grounds for the appeal, and a brief summary of the relief which is sought. Within sixty (60) days of the filing of the appeal or the first regular city commission meeting which is scheduled, whichever is later in time, the city commission shall conduct

a public hearing at which time they may affirm, modify, or reverse the board's decision. The decision of the city commission shall constitute final administrative review, and no petition for rehearing or reconsideration shall be considered by the city. Nothing contained herein shall preclude the city commission from seeking additional information prior to rendering a final decision. The decision of the city commission shall be in writing and a copy of the decision shall be forwarded to the board and the appealing party.

Secs. 22-1189—22-124. - Reserved.

Sec. 22-140. - Appeals from rulings of ~~administrative officer~~ the planning director.

(a) General. An appeal to the board of adjustment may be made by any person aggrieved or by any officer ~~or bureau~~ of the city affected by any decision of the ~~building inspector or any other administrative officer of the city~~ planning director regarding a provision of this chapter. Such appeal shall be made within a reasonable time, as provided by the rules of the ~~board~~ this section, by filing ~~with the officer from whom the appeal is made and with the board of adjustment~~ a notice of appeal specifying the grounds thereof through the planning department. The ~~officer from whom the appeal is taken~~ planning department shall forthwith transmit to the board of adjustment all the papers constituting the record upon which the action appealed from was made.

(b) Authorization to grant or ~~deny~~ disapprove appeals. The board of adjustment, in conformity with the provision of this section, may reverse or affirm, wholly or partly, or may modify the decision appealed from and may make such decision as ought to be made, and to that end shall have all the power, concerning this chapter, of the ~~officer from whom the appeal is made~~ planning director. The concurring vote of ~~four (4) members~~ a majority of the board shall be necessary to reverse any decision of ~~any such administrative official~~ the planning director.

(c) Stay of proceedings. An appeal stays all proceedings in furtherance of the action appealed from, unless the ~~officer from whom the appeal is made~~ planning director certifies to the board of adjustment after the notice of appeal shall have been filed ~~with him~~, that by reason of facts stated in the certificate, a stay would, in his/her opinion, cause imminent peril to life and property. In such a case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the board of adjustment ~~or by a court of record on application~~, on notice to the ~~officer from whom the appeal is made~~ planning director and on due cause shown.

(d) Appeals procedure.

(1) Before the board of adjustment may act on an appeal from a ruling of ~~an administrative officer~~ the planning director pursuant to this section, it will hold a public hearing in accordance with the provisions of section 22-143.

(2) Within thirty-five (35) days of the public hearing, except the board of adjustment with good cause demonstrated may allow an extension of time, the board of adjustment will make its decision on the appeal.

(3) The board of adjustment decision will be sent by mail to the applicant within five (5) working days of its decision.

Sec. 22-147. - Board of adjustment.

(a) Membership.

(1) Regular. The board of adjustment shall consist of five (5) members, with one (1) appointed by each commissioner and one (1) appointed by the mayor. ~~and be removable~~ Any member may be removed ~~for~~ with or without cause by the city commission ~~upon written charges and after a public hearing held in accordance with section 22-143~~. The terms of office of the members of the board shall be ~~three (3) years~~ concurrent with the mayor's and appointing city commissioner's terms. ~~except that the five (5) members who shall be sitting upon the board of adjustment as of the effective date hereof shall continue as members of the board serving out the terms for which they were originally appointed. Thereafter, as each term expires, the appointment shall be for three (3) years.~~

~~(2) Alternate. The city commission shall also appoint two (2) alternate members. The terms of office of alternate members shall be three (3) years, except that the first two (2) shall serve respectively for terms of: One for two (2) years and one for three (3) years. Thereafter, as any term expires, the appointment shall be for three (3) years. An alternate member shall sit on the board when a regular member is not in attendance, whether such an absence is excused or not. If an alternate shall on two (2) successive occasions be unable to sit for a meeting as a member of the board when asked to do so, he shall be deemed to have resigned his position as an alternate member of the board.~~

~~(3) Other boards. At least one, but not more than two (2) members of the board of adjustment may also be members of the city planning board.~~

(2~~4~~) Absences. Absence from three (3) consecutive regular meetings shall operate to vacate the seat of a regular member unless such absence is excused by the board ~~by resolution~~.

Sec. 22-182. - Variances and administrative appeals.

A variance from any of these substantive requirements of this section or an appeal of any administrative determination made by the ~~department~~ planning director may be made in accordance with the procedures set forth for such relief under the current zoning code of

the city. ~~The board of adjustments of the city shall be the board to which all variance requests or appeals under this article are made.~~ Any appeal should be initiated by a written notice filed with the planning department ~~city clerk~~ within thirty (30) days of the date of the administrative determination which is the subject of such appeal.

Sec. 22-218. - Concurrency assessment.

(c) Certificate of concurrency. A valid, unexpired certificate of concurrency shall be obtained prior to site plan or temporary plat approval.

(1) Review prior to application for development approval. At the applicant's request, the city shall review and approve, approve with conditions or ~~deny~~ disapprove an application for a certificate of concurrency prior to consideration of a development approval application.

a. Application. An application for a certificate of concurrency determination shall be submitted to the planning director ~~of planning~~ at the time of filing an application for site plan or temporary plat approval. An application processing fee established by the city commission shall be part of the application. Applications for projects containing over ten (10) dwelling units or five hundred (500) gross square feet of nonresidential floor area shall also be required to bear the cost of preparing any necessary supplemental demand analyses at the time of application.

b. Determination of completeness. After receipt of an application for a certificate of concurrency, the planning director ~~of planning~~ shall determine whether it is complete within ten (10) business days. If it is determined to be incomplete, written notice shall be served on the applicant specifying the deficiencies. No further action on the application shall be taken by the city unless the deficiencies are remedied. Within twenty (20) business days after the application is determined complete, the planning director ~~of planning~~ shall review and grant, grant with conditions, or ~~deny~~ disapprove each public facility component in the application pursuant to the standards in section 1.5-6(f).

c. Appeals. Within thirty (30) business days after issuance of the determination of the planning director ~~of planning~~ on the application for a certificate of concurrency, an applicant may appeal to the board of adjustment. ~~An application fee for processing appeals shall be established by the city commission.~~ The ~~committee~~ city shall hold a hearing on the appeal to consider the determination of the planning director ~~of planning~~ and public testimony. The ~~city commission~~ board shall adopt, reject or modify the ~~director of planning's~~ planning director's determination on the application for a certificate of concurrency determination. Neither ~~T~~the

board of adjustment nor the city commission shall ~~not~~ modify or reject the planning director's determination unless it finds that such determination is not supported by substantial competent evidence and is contrary to the criteria established in article XIV of chapter 22 of this code of ordinances and the intent of the comprehensive plan. ~~Committee d~~Decisions shall include findings of fact for each criteria.

ARTICLE XV. - SIDEWALK CAFES AND SUPPLEMENTARY SIDEWALK REGULATIONS

Sec. 22-310. - Appeals and variances.

(a) The decision of the planning department to grant, ~~deny~~ disapprove, revoke or suspend a permit may be appealed to the board of adjustment ~~and appeals~~ by following the provisions in section 22-140.

(b) Variances to the requirements of this article, unless otherwise prohibited, may be granted by the board of adjustment and city commission if the request meets the criteria for obtaining a variance ~~from the board~~.