

Any interested party may attend the Planning Board meeting in person or submit comments on agenda items in writing to the Planning Department no later than 9 AM on the day of the meeting. All meetings are broadcast live on Comcast Cable TV Channel 27 or streamed live online at www.cityoffortpierce.com.

Comments should be submitted via email to planning_dl@cityoffortpierce.com; comments must include your name and address to be read into the record. The Clerk will read all comments on agenda items submitted by the deadline. Please note that the decorum policy applies to both written and oral comments and all comments shall be limited to 3 minutes as read by the Clerk.

CITY PLANNING BOARD BOARD AGENDA

Planning Board Regular Meeting - Tuesday, June 9, 2020 - 1:00 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 March 10, 2020 meeting
6. **NEW BUSINESS**
 - a. Annexation - Osipchuk Residence - 4114 Poinsetta Avenue
 - b. Conditional Use - Dreamchaser Preschool - 505 N. 7th Street
 - c. Conditional Use - Wood Vacation Rental - 1123 Hernando Street, Apt. B
 - d. Conditional Use - Wright-Ofeimu Vacation Rental -715 S. Ocean Drive, Unit E
 - e. Conditional Use - Robbin's Vacation Rental - 1014 S. 7th Street

- f. Preliminary Plat - Culverhouse - Thumbpoint Subdivision - Block 1, Portion of Lot 28 and all of Lots 29 and 30
- g. Preliminary Plat - Granada Street Cottages - Portion of Block 7 & 8 (Palm Haven Subdivision)

7. **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.

8. **DIRECTOR'S REPORT**

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 - 1:00 PM

5. a.

Meeting Date: 06/09/2020

Information

REQUESTED ACTION

Minutes from the March 10, 2020 meeting

LOCATION

N/A

RESPONSIBLE STAFF

N/A

RECOMMENDATION

N/A

Attachments

Planning Board Minutes 3.10.20

Form Review

Form Started By: Alicia Rosenthal
Final Approval Date: 06/02/2020

Started On: 03/16/2020 08:47 AM

DRAFT



CITY OF FORT PIERCE PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON TUESDAY, MARCH 10, 2020, 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: **Michael Broderick; Bob Burdge; Gloria Johnson-Scott; Patricia Diaz; Solomon Lee; Frank Creyaufmiller, Chairman**

Absent: **Tim O'Connell**

Staff Present: **Jennifer Hofmeister, Planning Director
Tanya Earley, Assistant City Attorney
Vennis Gilmore, Planner
Brandon Creagan, Planner
Alicia Rosenthal, Executive Assistant**

Chairman Creyaufmiller welcomed back Alicia Rosenthal and thanked Linda Cox, City Clerk and Marcie Mosher, temporary employee, for stepping in and helping out.

4. **CONSIDERATION OF ABSENCES**

Mr. O'Connell was excused.

5. **APPROVAL OF MINUTES**

- a. Minutes from the January 14, 2020 meeting

Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to approve the minutes from the January 14, 2020 meeting.

AYE: Gloria Johnson-Scott, Patricia Diaz, Solomon Lee, Michael Broderick, Bob Burdge, Chairman Frank Creyaufmiller

Passed

- b. Minutes from the February 11, 2020 meeting

Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to approve the minutes from the February 11, 2020 meeting.

AYE: Bob Burdge, Gloria Johnson-Scott, Patricia Diaz, Solomon Lee, Michael Broderick, Chairman Frank Creyaufmiller

Passed

6. NEW BUSINESS

- a. **Conditional Use with New Construction - Seaward of the Coastal Construction Control Line - 324 South Ocean Drive**

Mr. Creagan explained that the property came before the Planning Board a couple of years ago but it has since expired. He highlighted that the height of the home dropped under 45 feet and the design of the house changed from four stories to three stories with a different architectural style.

William Stoddard, Engineer Agent, from Schulke, Bittle and Stoddard said the exact same footprint is being used for the home and the DEP permit is still active.

Bob Zaist objected to the application.

Ed Hyer, Owner, stated he was originally going to build the same house but instead he went to a lot of effort to make the house fit in the neighborhood. He said he is not asking for anything excessive and he wants to start building as quickly as possible.

Motion was made by Gloria Johnson-Scott, and seconded by Michael Broderick to approve with conditions.

AYE: Patricia Diaz, Solomon Lee, Michael Broderick, Bob Burdge, Gloria Johnson-Scott, Chairman Frank Creyaufmiller

Passed

- b. **Conditional Use - Harris Dwelling Rental - 722 Granada Street, Unit A**

Mr. Gilmore gave an overview of the application and answered questions from the Board on paved parking and overall parking on the site.

Joanne McCurdy, Applicant Representative from McCurdy and Company Realty, explained that the applicant would like to keep the gravel/stone paving for the driveway and the applicant is willing to extend the driveway for parking.

Ms. Hofmeister stated she explained the code to the owner and told the owner that engineering approval will be needed for alternative paving.

Motion was made by Michael Broderick, and seconded by Gloria Johnson-Scott to approve with conditions.

AYE: **Solomon Lee, Michael Broderick, Bob Burdge, Gloria Johnson-Scott, Patricia Diaz, Chairman Frank Creyaufmiller**

Passed

c. **Conditional Use with New Construction - Veterans Assisted Living Facility - 1600 N. Lawnwood Circle**

Mr. Gilmore stated that the proposed Veterans Assisted Living Facility is 59,362 square feet with 56 units on approximately 2.21 acres of land. He answered questions from the Board on parking, landscaping, mitigation and traffic.

Ms. Hofmeister explained that the applicant is providing surplus parking and the code requirements for parking are being met. Ms. Hofmeister stated the traffic statement was completed and it was minor in nature.

Wesley Mills, from Mills, Short and Associates, said they could look at the parking either per bed or 1/2 space per unit. He stated the rear of the site will have a landscape buffer and the existing fence is on the property to the north. Mr. Mills explained the traffic volume is well under 500 trips per day, which is a low intensity use.

Richard Palmeri, Owner/Operator, answered questions from the Board on the number of employees. He explained that the residences do not have cars and the trips are sparse for employees and will be an insignificant impact to the neighborhood.

Motion was made by Patricia Diaz, and seconded by Solomon Lee to approve with conditions.

AYE: **Michael Broderick, Bob Burdge, Gloria Johnson-Scott, Patricia Diaz, Solomon Lee, Chairman Frank Creyaufmiller**

Passed

d. **Preliminary Plat - Culverhouse - Thumbpoint Subdivision - Block 1, Portion of Lot 28 and all of Lots 29 and 30**

This item was pulled from the agenda.

7. **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.

8. **DIRECTOR'S REPORT**

Ms. Hofmeister informed the Board of the 2nd Edgartown Community meeting that will be held on April 9, 2020 at the Riverwalk Center.

9. BOARD COMMENTS

Chairman Creyaufmiller thanked staff for the better prepared Board packets and he also thanked staff for the positive comments the Planning Board has received.

Chairman Creyaufmiller encouraged the Board to ask questions.

Mr. Broderick asked staff about the status of public notices being sent out prior to the Planning Board meetings.

Mr. Broderick informed staff that the structure was not on the survey for the Culverhouse project.

10. ADJOURNMENT

Planning Board - 1:00 PM

6. a.

Meeting Date: 06/09/2020

Information

REQUESTED ACTION

Annexation - Osipchuk Residence - 4114 Poinsetta Avenue

LOCATION

4114 Poinsetta Avenue

RESPONSIBLE STAFF

Brandon C. Creagan, LEED Green Associate, Planner

RECOMMENDATION

Approval

Attachments

Staff Report

Application & Supporting Documents

Aerial Map

Future Land Use Map

Zoning Map

Fort Pierce Engineering Comment (TRC)

Form Review

Form Started By: Brandon Creagan

Started On: 06/02/2020 10:33 AM

Final Approval Date: 06/02/2020



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 Annexation**
4114 Poinsetta Avenue

BOARD DATE: June 9, 2020

STAFF REPORT

Property Owner/Applicant: Aleksandr O Osipchuk & Mandy A Osipchuk
 4114 Poinsetta Ave
 Fort Pierce, FL 34982

Requested Action: Approval of a Voluntary Application for Annexation for a parcel of land

Site Location: 4114 Poinsetta Avenue Fort Pierce, Florida

Parcel ID: 2433-414-0003-100-9

Parcel Size: 0.28 acres

Current Future Land Use: Residential Medium, 9 Dwelling Units/Acre (St. Lucie County) (RM)

Current Zoning: Residential, Multi-family 5 Dwelling Units/Acre (St. Lucie County) (RM-5)

Proposed Future Land Use: Medium Density Residential (RM)

Proposed Zoning: Medium Density Residential (R-4)

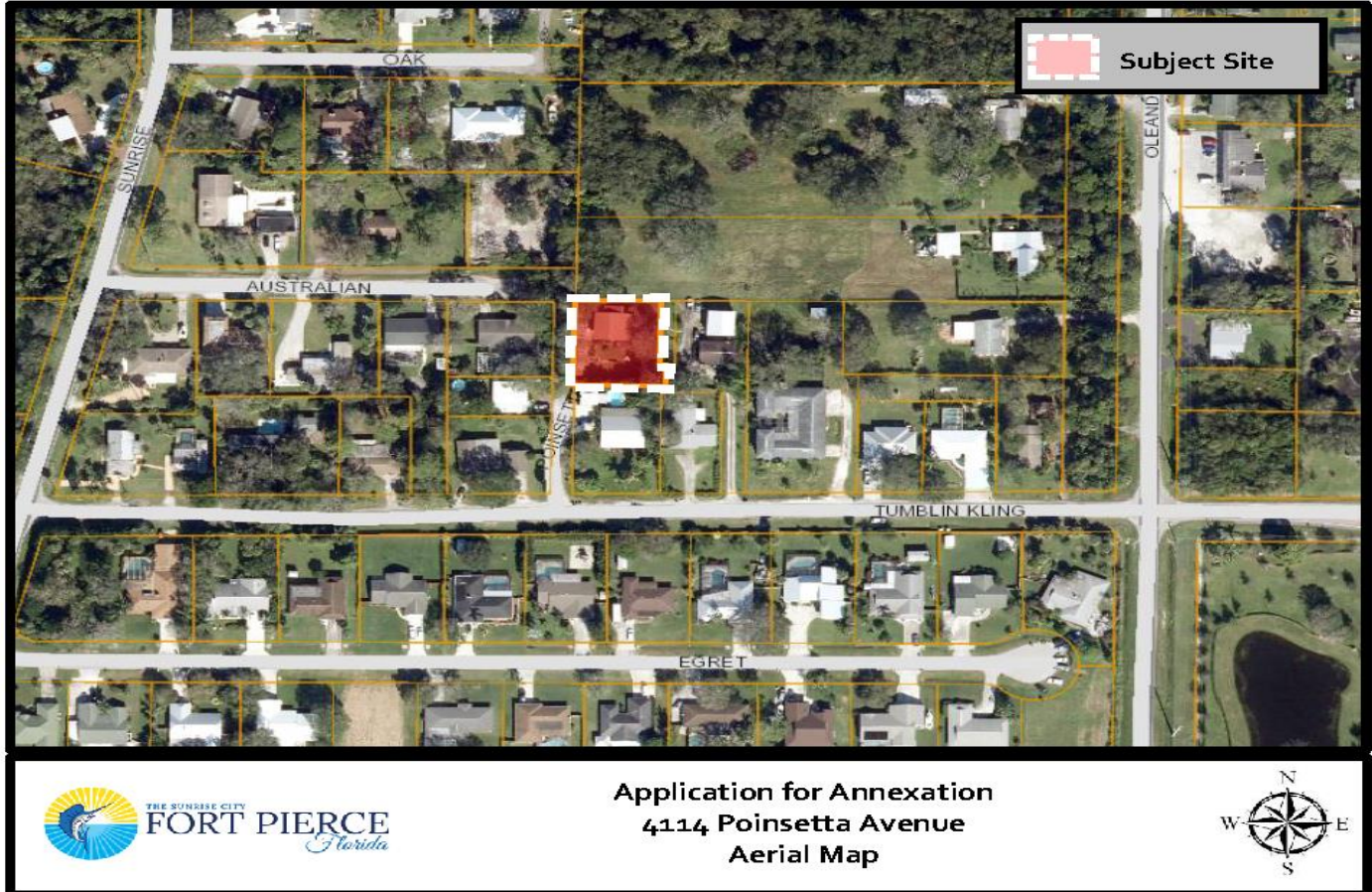
	North	East	South	West
Surrounding FLU:	RM (FP)	RM(FP)	RL (FP)	RL (FP)
Surrounding Zoning:	R-4 (FP)	R-4 (FP)	R-4 (FP)	R-1 (FP)

Utilities: FPUA

Staff Analysis:

Request

The applicant is requesting a voluntary annexation of property (Parcel ID 2433-414-0003-100-9) located at 4114 Poinsetta Avenue in Fort Pierce, Florida.



The subject property at 4114 Poinsetta Avenue has a St. Lucie County Future Land Use designation of Residential Medium, 9 Dwelling Units/Acre (RM) and a compatible zoning designation of Residential, Multi-family 5 Dwelling Units/Acre (RM-5). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation is Medium Density Residential (RM) and the zoning classification of Medium Density Residential (R-4).

Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The subject proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current taxable value of the property is approximately \$42,854. Should the Application for Annexation be approved it would create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery"

The subject property is located in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. However, this particular property is surrounded by properties that are within the City Limits. The annexation of this property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. The applicant is requesting that the City of Fort Pierce Future Land Use and Zoning designations remain consistent with the current County designation and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Designations of RM and R-4, respectively, would be consistent with Policy 1.11.5. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department will provide notice of these annexations by mail to the St. Lucie County Administrator's Office on or before June 19, 2020, no fewer than thirty (30) days prior to the first reading of this annexation by the City Commission.

Technical Review Committee

All affected Departments have reviewed the submittals and provided comments regarding the proposed voluntary annexation application based on compliance with the requirements of the City Code and Comprehensive Plan and have no objections.

Staff Recommendation

As proposed, the annexations meet the above standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Planning Staff recommends that the Planning Board recommend approval of the proposed annexation Future Land Use designation of RM and the Zoning designation of R-4.



APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application submission shall include the following:

- **TRC (*Initial Submission):** One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board:** One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **City Commission:** One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- Warranty Deed
- Current Survey (completed within the last 12 months)

RECEIVED

1. Address: 4114 Poinsetta Ave, Fort Pierce FL, 34982

2. Legal description of real property for which annexation is being requested: See Attached Document page 1

Property Tax ID: 2433-414-0003-100-9

3. Size of described property: .28

4. Project description: Forced Annexation


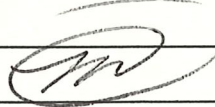
5. Current St. Lucie County Future Land Use Designation: RM Med Density

6. Current St. Lucie County Zoning: RM 5 Cou

7. Is this a Historic property? No

8. Appraised value: 190,800

9. Name of Owner(s): Aleksandr O Osipchuk, Mandy A Osipchuk


Signature of Owner(s):  

Mailing Address: 4114 Poinsetta Ave

City Fort Pierce State Florida Zip 34982

Phone 772-626-9247 Fax _____

FEB 11 2010
CITY OF FORT PIERCE
PLANNING & ZONING

10. Name of Representative: Ryan Grazi
Signature of representative: 
Mailing Address: 217 SE Ocean Blvd
City) Stuart State Florida Zip 34994
Phone 772 286-0200 Fax 772 286-4789
E-mail: rgrazi@gglawyers.com

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

OFFICE USE:

DATE RECEIVED: _____	Signed: _____	
File Number: _____	Check No: _____	Receipt No: _____
TRC Review: _____	Planning Board Review: _____	City Commission: _____
Ordinance No: _____	Date Approved: _____	

Prepared by and Return to Vicki Hornbecker,
an employee of First International Title, Inc.
107 North 2nd Street
Fort Pierce, FL 34950
File No.: 36390-41

WARRANTY DEED

This indenture made on January 30, 2014, by **Derald Erickson** whose address is: 2 Sierra Del Norte, Fort Pierce, FL 34951, hereinafter called the "grantor",

to **Mandy Osipchuk and Aleksandr Osipchuk, wife and husband** whose address is: 4114 Poinsetta Avenue, Fort Pierce, FL 34982 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) 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:

Parcel 1:

Begin at the Southwest corner of the East Half of the Northeast Quarter of the Southeast Quarter of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida and run Northerly along the West line said East Half 30 feet to the North line of Tumblin Kling Road; thence run Easterly along said North line 100.00 feet; thence run Northerly parallel to said West line 149.00 feet to the Point of Beginning; thence continue Northerly on same line 11.00 feet; thence run Easterly parallel to the North line of said Tumblin Kling Road 5.97 feet; thence run Northerly parallel to said West line 31.00 feet; thence run Easterly parallel to the North line of said Tumblin Kling Road 9.03 feet; thence run Northerly 89.00 feet; thence run Easterly 85.00 feet; thence run Southerly 280.00 feet to the North line of Tumblin Kling Road; thence run Westerly along the North line of Tumblin Kling Road 30.00 feet; thence run Northerly parallel with said West Line 149.00 feet; thence run Westerly parallel with Tumblin Kling Road 70.00 feet to the Point of Beginning.

Parcel 2:

Begin at the Southwest corner of the East Half of the Northeast Quarter of the Southeast Quarter of Section 33, Township 35 South, Range 40 East, St. Lucie County, Florida and run Northerly along the West line said East Half 30 feet to the North line of Tumblin Kling Road; thence continue Northerly 280 feet; thence Easterly 100 feet to the Point of Beginning; thence continue Easterly 15 feet; thence Southerly 89 feet; thence Westerly 15 feet; thence Northerly 89 feet to the Point of Beginning.

Parcel Identification Number: 2433-414-0004-000/5

The land is not the homestead of the Grantor under the laws and Constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 December 31st of 2013.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Derald Erickson
Derald Erickson

Signed, sealed and delivered in our presence:

Veronica Swartz
Witness Signature
Print Name: Veronica Swartz

Vicki Hornbecker
Witness Signature
Print Name: **VICKI HORNBECKER**

State of FLORIDA
County of St Lucie

The Foregoing Instrument Was Acknowledged before me on 1-30-2014, by **Derald Erickson**, who is/are personally known to me or who has/have produced a valid Derald Erickson as identification.

driv lic
Notary Public
Vicki Hornbecker
(Printed Name)
My Commission expires: _____



LEGEND OF SURVEY ABBREVIATIONS

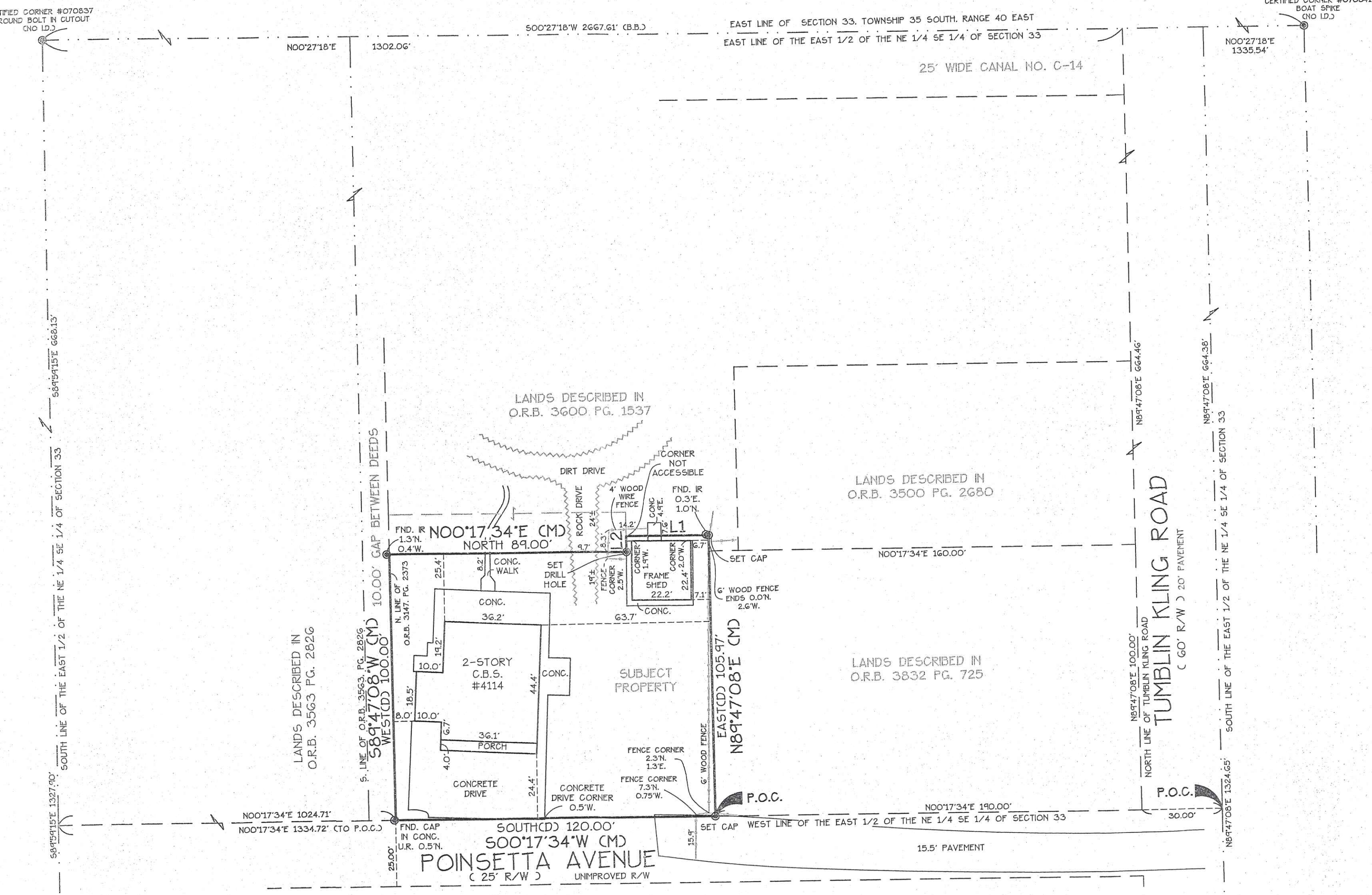
A	DELTA ANGLE	H.V.	HEAD WALL
A/C	AIR CONDITIONER	L	LENGTH
AVE.	AVENUE	LP	LIGHT POLE
AVG.	AVERAGE	M	MEASURED
B.B.	BEARING BASE	M.H.	MANHOLE
B.L.	BENCH MARK	M.H.W.L.	MEAN HIGH WATER LINE
BLK.	BLOCK	M.N.	MONUMENT
B.V.	BULEVARD	M.D.	NAIL & DISK
C	CURVE	N	NORTH
CD	CHORD BEARING	No.	NUMBER
C.B.S.	CONCRETE BLOCK STRUCTURE	N.I.C.	NOT INCLUDED
C.D.	CHORD DISTANCE	D.H.V.	OVERHEAD WIRES
C.L.	CENTERLINE	PG.	PAGE
CL.F.	CHAIN LINK FENCE	P.K.	PARKER KALON NAIL PLAT
C.I.	CHORD DISTANCE	P.C.	POINT OF CURVATURE
C.M.	CONCRETE MONUMENT	P.C.P.	PERMANENT CONTROL POINT
C.N.P.	CORRUGATED METAL PIPE	P.I.	POINT OF INTERSECTION
CONC.	CONCRETE	P.L.	PROPERTY LINE
C.R.	COUNTY ROAD	P.M.	POWER METER
CT.	COURT	P.I.B.	POINT OF BEGINNING
C/S	CONCRETE SLAB	P.I.C.	POINT OF COMMENCEMENT
COR.	CORNER	P.R.C.	POINT OF REVERSE CURVE
D.	DEED	P.R.M.	PERMANENT REFERENCE MONUMENT
D.B.	DEED BOOK	PROP.	PROPOSED
DEP.	DEPARTMENT OF ENVIRONMENTAL PROTECTION	P.P.	POWER POLE
DNR.	DEPARTMENT OF NATURAL RESOURCES	RAD.	RADIAL OR RADIUS
DR.	DRIVE	R/W	RIGHT OF WAY
E.	EAST	S.	SOUTH
EASE.	EASEMENT	SEC.	SECTION
ELEC.	ELECTRICAL	S.F.	SQUARE FEET
EL.	ELEVATION	S.R.	STATE ROAD
E.D.V.	EDGE OF WATER	ST.	STREET
FF.	FINISHED FLOOR	STA.	STATION
FND.	FUND	STR.	STRUCTURE
F.P.L.	FLORIDA POWER & LIGHT	SUB.	SUBDIVISION
I.P.	IRON PIPE	T.B.M.	TEMPORARY BENCH MARK
IR.	IRON ROD	TEL.	TELEPHONE
INV.	INVERT	T.O.B.	TOP OF BANK
IRR.	IRRIGATION	TR.	TRAIL
GOVT.	GOVERNMENT	TVSP.	TOWNSHIP
GR.	GRADE	U & D	UTILITY & DRAINAGE
GND.	GROUND	UNR.	UNREARABLE
HERZ.	HORIZONTAL	V.	WEST
H.P.	HIGH POINT	W.M.	WATER METER
		W.V.	WATER VALVE
		W.V.	COMBINED LOTS

LEGAL DESCRIPTION:
 BEGIN AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 33, TOWNSHIP 35 SOUTH, RANGE 40 EAST AND RUN NORTHERLY ALONG THE WEST LINE OF SAID EAST 1/2 190 FEET TO THE POINT OF BEGINNING; THENCE RUN EASTERLY PARALLEL TO THE NORTH LINE OF TUMBLIN KLING ROAD 105.97 FEET; THENCE RUN NORTHERLY PARALLEL TO SAID WEST LINE 31.00 FEET; THENCE RUN WESTERLY 5.97 FEET; THENCE RUN NORTHERLY PARALLEL TO SAID WEST LINE 89.00 FEET; THENCE RUN WESTERLY PARALLEL TO THE NORTH LINE OF TUMBLIN KLING ROAD 100 FEET; THENCE RUN SOUTHERLY ON SAID WEST LINE 120 FEET TO THE POINT OF BEGINNING.
 SAID LANDS LYING IN ST. LUCIE CO., FLORIDA.
 CONTAINING 0.28 ACRES OF LAND MORE OR LESS.

- SURVEY NOTES:**
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.
 - THIS SURVEY IS CERTIFIED ONLY TO THE BELOW NAMED INDIVIDUALS
 - LEGAL DESCRIPTION SUPPLIED BY CLIENT.
 - SQ. FT. OF HOUSE (IF SHOWN) SUPPLIED BY CLIENT.
 - NO STRUCTURES OR UTILITIES THAT ARE BENEATH THE SURFACE HAVE BEEN LOCATED.
 - ALL SET CAPS LABELED PSM WEH 4416 ARE SUPPORTED WITH AN 18" LONG #5 REBAR
 - ALL FOUND CAPS ARE A 5/8" ROD WITH A CAP AS LABELED ON SURVEY.
 - ALL FOUND REBAR ARE A 5/8" ROD UNLESS OTHERWISE NOTED.
 - ALL LOT DIMENSIONS ARE PLAT AND MEASURED UNLESS OTHERWISE NOTED.
 - BEARING BASE ON EAST LINE OF SECTION 33.

CERTIFIED TO:
 MANDY A. OSIFCHUK

L1 N 00°17'34" E (CM) NORTH CD) 31.00'
 L2 S 89°47'08" W (CM) WEST CD) 5.97'




THIS SURVEY MAP AND REPORT OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

William E. Hayhurst
 WILLIAM E. HAYHURST
 PROFESSIONAL LAND SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO 4416

7/8/19
 DATE

HAYHURST LAND SURVEYING INC.
 CERTIFICATE OF AUTHORIZATION NUMBER (L.B. 7364)
 SURVEYING & MAPPING COMPANY
 445 9TH ST. S.W. Unit-7
 VERO BEACH, FL. 32962
 PHONE: (772) 569-6680
 FAX: (772) 770-3446
 hayhursts@ive.com


SURVEY TYPE: BOUNDARY	DATE:	REVISIONS:	BY:	FLOOD ZONE: X EFFECTIVE DATE: 02/16/12 PNL NO.: 12061C0189 J
CHECKED BY: W.E.H.				
DRAWN BY: T.B.				
FIELD BOOK: 377				
PAGE NO: 33				
FIELD DATE: 04/05/19				
SCALE: 1"=30'				
JOB NO: 19-115				

 Subject Site



Application for Annexation
4114 Poinsetta Avenue
Aerial Map




 Subject Site



Application for Annexation
4114 Poinsetta Avenue
Future Land Use Map



 Subject Site



Application for Annexation
4114 Poinsetta Avenue
Zoning Map





THE SUNRISE CITY
FORT PIERCE
 ENGINEERING
 DEPARTMENT
Florida

To : Brandon Creagan, Planner
FROM : John R. Andrews, P.E., City Engineer
RE : Annexation – 4114 Poinsetta Avenue
TRC No. 20-02000001
DATE : March 16, 2020

JRA

RECEIVED

CITY OF FORT PIERCE
 PLANNING & ZONING

This is to advise you that we have completed the review of the following documents as received by this office on March 12, 2020:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Annexation Application | <input type="checkbox"/> P/D Drawings |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we

- | | | |
|--|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend | <input type="checkbox"/> Do Not Recommend | |
| <input checked="" type="checkbox"/> Approval of Annexation | <input type="checkbox"/> Building Permit | <input type="checkbox"/> 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.

See attached for engineering comments

JRA/jra

Q:\ENGINEERING\Site Development Projects\Annexations\4114 Poinsetta Avenue\Annexation Approval - 031620.docx

Meeting Date: 06/09/2020

Information

REQUESTED ACTION

Conditional Use - Dreamchaser Preschool - 505 N. 7th Street

LOCATION

505 N. 7th Street

RESPONSIBLE STAFF

Vennis Gilmore, Planner

RECOMMENDATION

The proposed use offers a provision of Daycare Centers and Childcare Facilities (Preschools) representing a limited commercial use that is compatible with the surrounding neighborhood and is generally consistent with the City's Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends APPROVAL with the following two (2) conditions:

1) Per City Code Section 22-60. – Off-Street Parking and Loading. (j) Lighting. Prior to Certificate of Occupancy, please provide a Lighting Plan or a Certified Letter to ensure the minimum requirement of two (2) footcandles.

2) 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 Avenue E and Cedar Place connecting to the North 7th Street existing sidewalk or submit payment in-lieu to the City of Fort Pierce Engineering Department within ninety (90) days of Conditional Use Approval.

Attachments

Staff Report

Application & Supporting Documents

Aerial Map

Future Land Use Map

Zoning Map

TRC Comments

Form Review

Final Approval Date: 06/03/2020



TO: Members of the City of Fort Pierce Planning Board

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Vennis Gilmore, Planner

RE: **Dreamchaser Preschool**
505 North 7th Street

BOARD DATE: June 9, 2020

STAFF REPORT

Owner/Applicant: Dreamchaser Preschool LLC
 700 S. 33rd Street
 Fort Pierce, FL 34947

Applicant's Request: Approval of a Conditional Use with No New Construction to operate a 7,126 square foot preschool

Location(s): 505 N. 7th Street

Parcel ID: 2410-601-0134-000-8

Future Land Use: Medium Density Residential (RM)

Current Zoning: Medium Density Residential Zone (R-4)

Surrounding FLU:

North	East	South	West
General Commercial (GC)	GC	GC	RM

Surrounding Zoning:

North	East	South	West
General Commercial (C-3)	C-3	C-3	R-4

Utilities: FPUA

Staff Analysis:

Request

In accordance with Sections 22-22 and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use with No New Construction to allow a preschool facility. The applicant is seeking to operate the preschool in an existing 7,126 square foot structure on a property that is approximately 0.68 acres. The property has a Future Land Use designation of Medium Density Residential with a compatible zoning classification of Medium Density Residential Zone (R-4).

The property is located at the northwest corner of North 7th Street and Cedar Place. The surrounding uses are institutional to the north and south and single-family and multi-family residential to the east and west.

The subject property was declared surplus Fort Pierce Community Redevelopment Agency land by Resolution No. 16-R38 in August 2016. The property was marketed previously and the last proposal offering of \$50,000 was rejected by the City Commission in April of 2017. Staff placed a new RFP and two proposals were offered. A selection team comprised of Purchasing, Public Works, and Grants Administration reviewed the proposals and after careful review and consideration, recommended the sale be awarded to Maloma Peterkin of Dreamchaser Preschool, in the amount of \$75,000 for the purpose of a preschool program. On November 19, 2018 the City Commission approved Resolution No. 18-R57 authorizing the sale of 505 7th Street to Maloma Peterkin of Dreamchaser Preschool. All supporting documents for Resolution No. 18-R57 are attached.

The proposed facility is approximately 7,126 square-feet. The applicant has submitted a new floor plan that will consist of nine (9) classrooms, three (3) restrooms, an office, and a kitchen for food preparation only (no cooking). All meals for the students and employees will be prepared onsite. The facility will include an outside fenced playground area in the front of the building; based on the Department of Children and Family Services' requirements. The site is adjacent to 14 parking spaces for the use of the employees and visitors. The facility can be accessed by vehicle from the development entrance located on Cedar Place and by pedestrians from Cedar Place and North 7th Street.

Operation of the proposed facility will be from 6:30 am to 6:00 pm, Monday through Friday. There will be a total of 12 employees with split shifts. This location will accommodate approximately 98 kids on average. The facility will host children ages six (6) weeks to four (4) years old. All children will be provided transportation by the preschool, if needed.

The subject property is also within the City of Fort Pierce Historic Lincoln Park District. This designation may require the applicant to go before the Historic Preservation Board for a Certificate of Appropriateness, if exterior renovations are needed for ADA Compliance or other exterior improvements.

Future Land Use and Zoning

The RM designation is intended for parcels that are best suited for multi-family residential uses ranging in density from 6.5 to 12 dwelling units per acre. This category allows small-lot single family units and multi-family dwellings including duplexes, condominiums, and townhomes. Limited commercial uses intended to serve the residential uses are allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools, and daycare facilities are also allowed.

With regard to zoning, the subject site is located within the R-4 district, which is designed to accommodate a variety of housing types, including conventional single-family dwellings, duplexes and, where desirable, townhome dwellings, mobile homes or multifamily housing with three (3) or more dwelling units. Maximum gross densities should generally not exceed ten (10) units per acre for conventional developments and 12 units per acre for innovative residential developments. This intensity of residential use is envisioned for locations which have public water and sewer service and which have adequate access to arterial or collector streets. Certain nonresidential uses are permitted under the parameters and safeguards set forth in the zoning district.

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 offers a provision of Daycare Centers and Childcare Facilities (Preschools) representing a limited commercial use that is compatible with the surrounding neighborhood and is generally consistent with the City's Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following two (2) conditions:

- 1) Per City Code Section 22-60. – Off-Street Parking and Loading. (j) Lighting. Prior to Certificate of Occupancy, **please provide a Lighting Plan or a Certified Letter to ensure the minimum requirement of two (2) footcandles.**
- 2) 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 Avenue E and Cedar Place connecting to the North 7th Street existing sidewalk or submit**

payment in-lieu to the City of Fort Pierce Engineering Department within ninety (90) days of Conditional Use Approval.



Conditional Use – No New Construction

Property address or Location 505 N 7th St, Fort Pierce FL 34950

Parcel ID #(s) _____

Project description _____

Maloma Peterkin-Young
Property Owner(s)
784 SE Atlantis Ave
Street Address
Fort St Lucie FL 34983
City State Zip
772-882-1239
Phone Number
MalomaPeterkin@gmail.com
Email Address

Dreamchaser Preschool LLC
Applicant/Representative, Title, Company
700 S 33rd St
Street Address
Fort Pierce FL 34947
City State Zip
772-489-2979
Phone Number
DreamchaserPreschool@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.

[Signature]
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this Aug day of 2019, by

Maloma Peterkin-Young who is personally known to me or has produced

DL FL as identification.

[Signature] Shanna Gorby
Signature of Notary



INTAKE MEETINGS ARE REQUIRED FOR ALL SUBMITTALS. CALL (772) 467-5729

TO BE COMPLETED BY STAFF

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

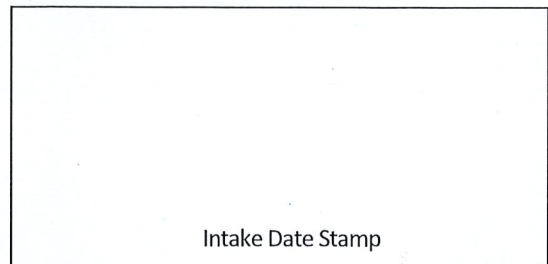
Pre-Application Meeting Date _____ Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____



Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 505 N 7th ST
Sec/Town/Range: 10/35S/40E
Map ID: 24/10N
Zoning: Med Densit

Parcel ID: 2410-601-0134-000-8
Account #: 23247
Use Type: 8900
Jurisdiction: Fort Pierce

Ownership

DREAMCHASER PRESCHOOL LLC
784 SE Atlantus AVE
Port St Lucie, FL 34983

Legal Description

FEE AND MAY'S RE-S/D BLK K LOTS 1, 2, 3, 18, 19 AND 20 (MAP 24/10C)

Current Values

Just/Market Value: \$341,000
Assessed Value: \$244,637
Exemptions: \$244,637
Taxable Value: \$0



Total Areas

Finished/Under Air (SF): 7,126
Gross Sketched Area (SF): 10,256
Land Size (acres): 0.68
Land Size (SF): 29,800

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 [\[E\]](#)

Download TRIM for this parcel: Download PDF [\[E\]](#)

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Property Identification

Site Address: Avenue E
Sec/Town/Range: 10/35S/40E
Map ID: 24/10N
Zoning: Med Densit

Parcel ID: 2410-601-0137-000-9
Account #: 23248
Use Type: 8000
Jurisdiction: Fort Pierce

Ownership

Ft Pierce City Of
PO Box 1480
Fort Pierce, FL 34954

Legal Description

FEE AND MAY'S RE-S/D BLK K LOTS 4 AND 17 (MAP 24/10C)

Current Values

Just/Market Value: \$16,500
Assessed Value: \$16,500
Exemptions: \$16,500
Taxable Value: \$0



Total Areas

Finished/Under Air (SF): 0
Gross Sketched Area (SF): 0
Land Size (acres): 0.23
Land Size (SF): 10,000

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 [\[E\]](#)

Download TRIM for this parcel: Download PDF [\[E\]](#)

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Request for Proposal

505 N 7th St

Fort Pierce, FL 34950

Owner: City of Fort Pierce

On Behalf of



DREAMCHASER PRESCHOOL LLC

A Florida Limited Liability Company

700 S 33rd Street

Fort Pierce, FL 34947

Table of Content

Company Overview.....

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Renovation/Improvement after Acquisition.....

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Proof of Funds.....

Contract Documents.....

Dreamchaser Preschool, LLC

Company Overview

Dreamchaser Preschool LLC, is a Florida limited liability company was incorporated September 10, 2015. Company was previously operating under CANDYLAND CHILDREN CENTER LLC that was originally established on October 3, 2013. We have adopted word from Harriet Tubman to be a mission statement, *"Every great dream begins with a dreamer. Always remember, you have within you the strength, the patience, and the passion to reach for the stars to change the world."* At Dreamchaser we groom every child to reach for the star and to make a change in their community and the world. We have over one hundred and ten pupils currently at our facility. Our pupils are currently from new born to kindergarten. Our center offer childcare, VPK, after-school programs, summer camps, food service, transportation for participants. Our center is inclusive ELC participants at our center. Our facility includes fence playground, outdoor play stations in mulch covered area for pupils. Our staff is well trained and certified daycare candidates which consist of twelve fulltime and part-time employees. Our staff payroll is over \$250,000 annually.

Part of our goal to acquire subject property is to aid in our facility expansion. Our future expansion is to include K-5th Grade pupils. This will provide increase in pupil and teacher ratio. Our expansion will add more jobs to the area, increase in tax base from additional staff and property taxes that will go towards our city budget.

The administrator and Owner, Maloma Peterkin has over 20 years working in childcare. It was out of this desire and passion that she has build a growing daycare service in the Fort Pierce community.

Intended Property Use

The property located at 505 N. 7th Street, Fort Pierce, Florida 34950 is owned by The City of Fort Pierce. The building is zoned for school or educational building. Dreamchaser Preschool LLC acquiring subject property will continue same use in expanding company. The educational services provided by our company will match existing use and will not need to be re-zoned.

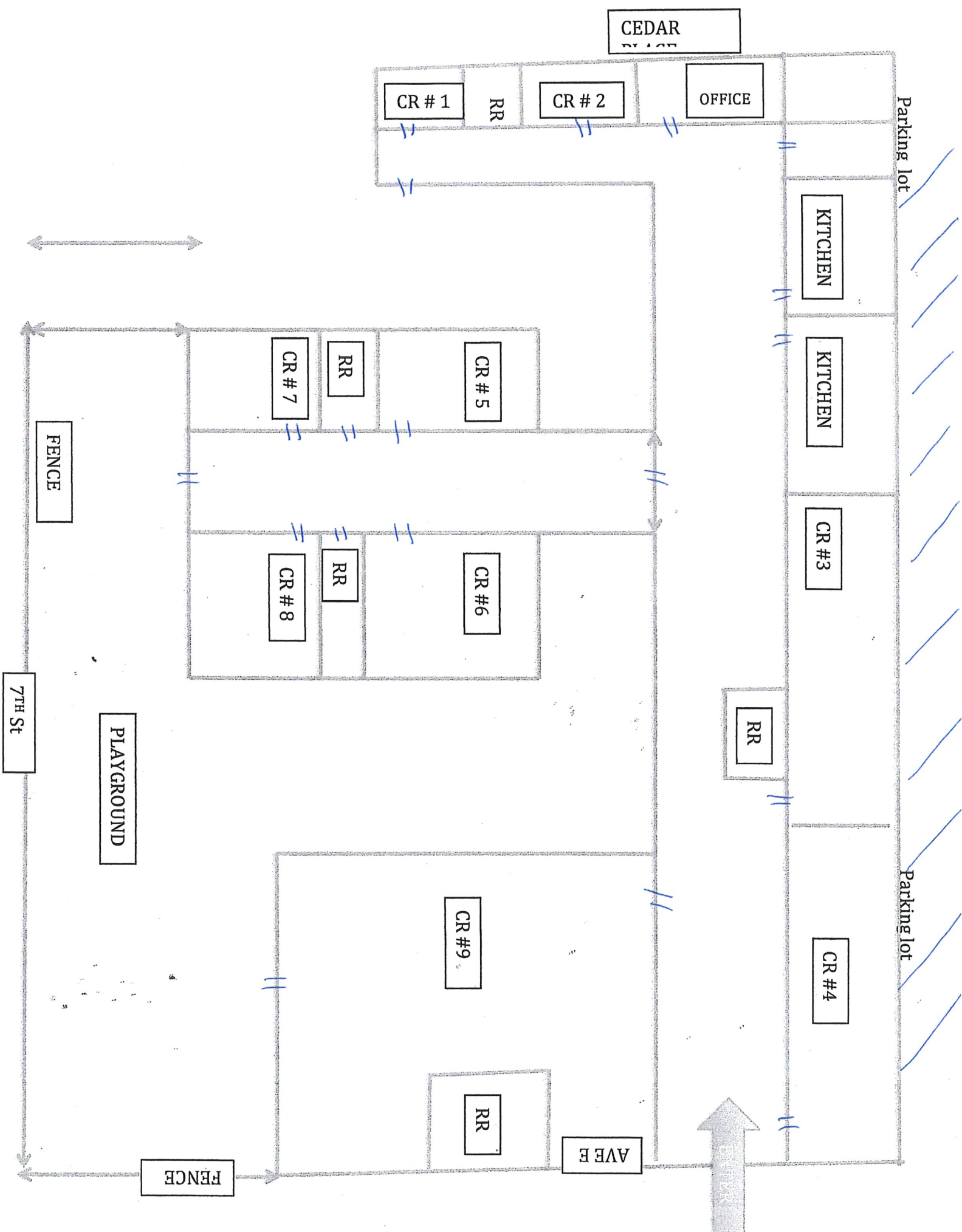
Renovation/Improvement after Acquisition

Our intent is to make a cash offer on subject property for acquisition. We are currently in the process of establishing business line of credit for renovations and improvement. Our planned renovation and improvements will include:

1. Replace missing or damage air condition unit
2. Fence entire compound
3. Resurface driveway and parking lot
4. Add play station for pupils with mulch covered area.
5. Re-paint building interior and exterior.
6. Repairs windows and other exterior damages
7. Refinished floors
8. Update kitchen and bathrooms
9. Refinished basements
10. Change main entry door way.
11. Update landscape to add curb appeal.
12. Install security cameras and security alarm system.
13. Install local network and cable network.

Economic Impact

Dreamchaser Pre-School, LLC will have a positive economic impact within the City of Fort Pierce and surrounding area. Some of the impact include contributing to property tax collected by county and city for privately owned real estate. Increase job creation for area by hire 2- 5 more full and part-time employee that will increase employment taxes collect by state. We offer above minimum wages to our staff to lower staff attrition and retain dedicated and certified teachers and staff for our facility. The community will enjoy continued quality childcare and a more convenient location for child drop off and pick you.



CEDAR

CR # 1

RR

CR # 2

OFFICE

Parking lot

KITCHEN

KITCHEN

CR # 3

RR

CR # 4

Parking lot

CR # 5

RR

CR # 7

CR # 6

RR

CR # 8

CR # 9

RR

AVE E

PLAYGROUND

FENCE

FENCE

7TH St

CEDAR
BLAZE

Parking lot



KITCHEN

KITCHEN

CR # 3

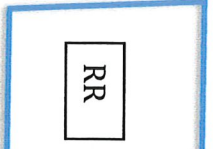
RR

Parking lot

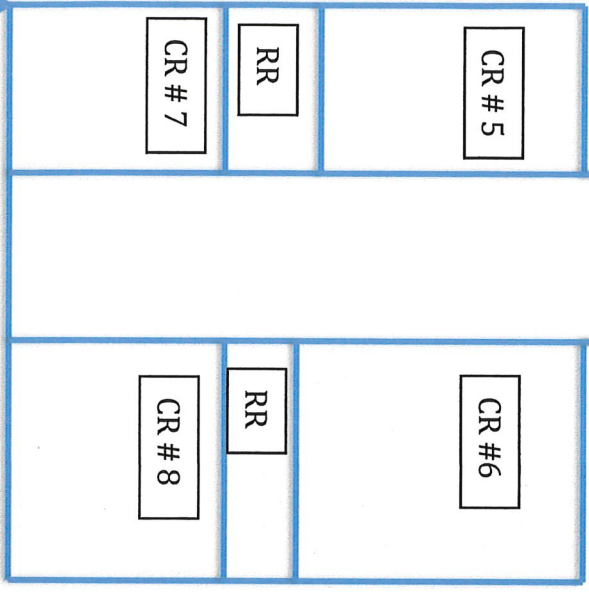
CR # 4



AVE E



CR # 9



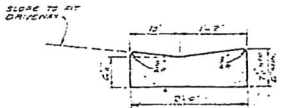
PLAYGROUND

FENCE

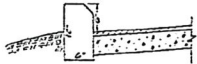
7TH St

FENCE

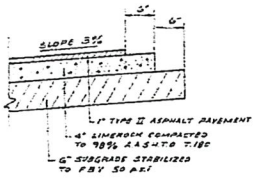




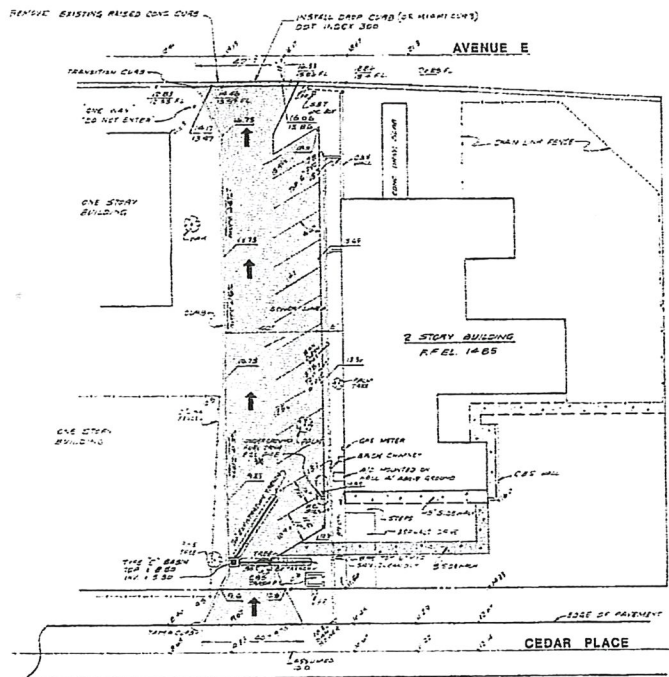
DROP CURB DETAIL



CURB DETAIL

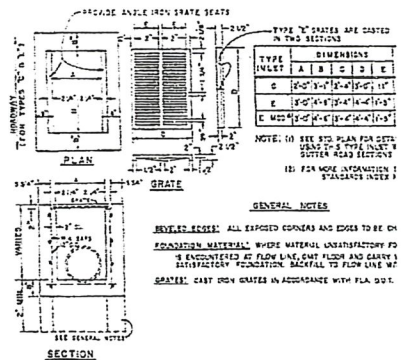


TYPICAL PAVEMENT DETAIL

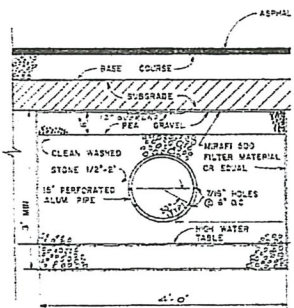


SCALE 1" = 20'

NORTH 7TH STREET



CATCH BASIN DETAIL



EXFILTRATION TRENCH DETAIL

- PAVING AND FINISHES NOTES**
- All construction to be in accordance with the Florida Department of Transportation Section 600 of Part Three requirements and specifications, as applicable (Sect. 600).
 - Slippery shall be "aggregate grade" in accordance with the Florida Department of Transportation Standard Specifications and Manual on Uniform Traffic Control Devices and City of Fort Pierce requirements. Slope shall be 1" in 50'.
 - Curbs for structures, walls, wheel stops, and sidewalk shall have a minimum 12 day compressive strength of 3000 psi. Concrete for curbs and wheel stops shall also have a minimum 12 day compressive strength of 3000 psi.
 - The engineer and the City of Fort Pierce shall be notified the completion of subgrade, base and asphalt, at least 48 hours in advance of subsequent construction.

- Spotlight retro-reflective strips to be provided on all landscaped parking spaces, in accordance with the Manual on Uniform Traffic Control Devices and the City of Fort Pierce requirements.
- The Florida Department of Transportation approved least required minimum structure is an approved alternative to 12" pipe.
- Aluminum corrugated metal pipe shall meet the requirements of ASTM D1534 and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 1999 Edition, Section 600. Plastic shall meet the Florida Department of Transportation Standard Specifications Section 600.5.
- Structures to have rough inner finish perpendicular to normal direction of pedestrian movement.
- The contractor is to protect existing water and sewer facilities for record.

NOTE
 * EXTEND RILL PIPE AND PROTECT WITH BRICK OR CONCRETE
 ** SEE DRAWING "RILL OR GAS"

LEGEND
 --- EXISTING ELEVATIONS
 --- PROPOSED ELEVATIONS

DATE	REVISION	GULPEPPER & TERPENTING, INC.	HEAD
PAVING &		CONTRACT ENGINEERS LAND SURVEYORS FORT PIERCE, FLORIDA	
PERFORMED BY:		CHECKED BY:	
DATE:		TITLE:	
1-0-00		P.E.	

For P&E



Dreamchaser Preschool
Conditional Use
505 N. 7th Street




Aerial Map




Dreamchaser Preschool
Conditional Use
505 N. 7th Street



THE SUNRISE CITY
FORT PIERCE
Florida

GC = 

RM = 

FLU Map



Dreamchaser Preschool
Conditional Use
505 N. 7th Street



THE SUNRISE CITY
FORT PIERCE
Florida

C-3 = **R-4 =**

Zoning Map



Dreamchaser Preschool LLC
700 S. 33rd Street
Fort Pierce, FL. 34947

Re: Conditional Use with No New Construction – Dreamchaser Preschool – 505 N. 7th Street

Dear Dreamchaser Preschool LLC,

The following are comments from the Planning Department's review of the application for a Conditional Use with No New Construction in the R-4, Medium Density Residential Zone (If you are planning to submit a written response and any revisions to all responsible Departments, please do so by April 3rd, 2020):

- 1) Per City Code Section 22-60. – Off-Street Parking and Loading. (j) Lighting. Prior to Certificate of Occupancy, **please provide a Lighting Plan or a Certified Letter to ensure the minimum requirement of two (2) footcandles.**

- 2) 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 Avenue E and Cedar Place connecting to the N. 7th Street existing sidewalk or please submit payment in-lieu to the City of Fort Pierce Engineering Department within ninety (90) 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@cityoffortpierce.com.

Sincerely,

Vennis Gilmore
Planner

ST. LUCIE COUNTY FIRE DISTRICT
FIRE PREVENTION BUREAU
Office of the Fire Marshal



Telephone: (772) 621-3322
Fax: (772) 621-3604

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: Dreamchasers Preschool – 505 N. 7th Street

REVIEW DATE: 3/6/2020

PLANNER: V. GILMORE

REVIEWED BY: Lt. Wayne Boyer

Site Plan Approved: _____

Site Plan Approved with conditions: X

Site Plan Approval withheld pending written acknowledgement of conditions: _____

Site Plan Rejected: _____

The Following Revisions Are Necessary:

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at <http://www.slcfcd.com/permits.htm>
2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
3. Please provide an electronic copy of the Site Plan (pdf format)
4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.

“Our Family Serving Yours”

5160 N.W. Milner Drive, Port St. Lucie, Florida 34983-3392

Telephone: (772) 621-3400 Fax: (772) 621-3500

www.slcfcd.com



5. **An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See “Needed NFPA Fire Flow Calculator Spreadsheet”.**
6. **Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**
7. **Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77k lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius.**

“Our Family Serving Yours”

5160 N.W. Milner Drive, Port St. Lucie, Florida 34983-3392

Telephone: (772) 621-3400 Fax: (772) 621-3500

www.slcfcd.com



PUBLIC WORKS
ENGINEERING DIVISION
DEVELOPMENT REVIEW
COMMITTEE

March 17, 2020

Project: Dream Chaser Pre-School
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) I have no comments for this Project.

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*

Vennis Gilmore

From: Grant M. Chambers <ChambersG@stlucieco.org>
Sent: Thursday, March 19, 2020 8:19 AM
To: Alicia Rosenthal
Cc: Brandon Creagan; Vennis Gilmore; David Hays
Subject: RE: TRC Comments for March Meeting

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

Good Morning,

St. Lucie County Public Works does not have any comments regarding these projects at this time.

Thank you,

Grant Chambers, P.E. | Civil Engineer | Water Quality/Land Development Division

Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982

facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov



From: Alicia Rosenthal [mailto:arosenthal@cityoffortpierce.com]

Sent: Tuesday, March 17, 2020 11:39 AM

To: Benjamin Balcer <BalcerB@stlucieco.org>; Grant M. Chambers <ChambersG@stlucieco.org>; David Hays <haysd@stlucieco.org>; Edward DeFini <DeFiniE@stlucieco.org>; Murriah Dekle <DekleM@stlucieco.org>; dhobleyburney@fppd.org; Yi Ding <DingY@stlucieco.org>; djohnson <djohnson@fppwd.com>; dspotts@fppd.org; FPUA <WWW_FPUA@fpua.com>; Jodi Nentwick <NentwickJ@stlucieco.org>; Jason Mittler <jmittler@fpua.com>; jcarnes@fpua.com; Javier Cisneros <jcisneros@fpua.com>; jschramm@fppd.org; Julie Bye <jbye@cityoffortpierce.com>; Karen Murphy <kmurphy@cityoffortpierce.com>; Kenny Norris <knorris@fppd.org>; Keymail FPUA <keymail@fpua.com>; Kori Benton <bentonk@stlucieco.org>; Larry Lammers <lammers@fpua.com>; Leslie Olson <OlsonL@stlucieco.org>; Linda Pendarvis <pendarvisl@stlucieco.org>; Lydia Santiago (lsantiago@fpua.com) <lsantiago@fpua.com>; Martha Kerr <mkerr@fpua.com>; Marty Sanders <Marty.Sanders@stlucieschools.org>; Mike Reals <mreals@cityoffortpierce.com>; Paul Bertram <pbertram@cityoffortpierce.com>; Paul Laguerre <plaguerre@fpua.com>; Paul Thomas <pthomas@cityoffortpierce.com>; Peggy Arraiz <parraiz@cityoffortpierce.com>; Peter Buchwald <BuchwaldP@stlucieco.org>; R Ridle <riddle@fppd.org>; Rod Reed <ReedR@stlucieco.org>; Tracy Telle <ttelle@cityoffortpierce.com>; Venetia Barnes <vbarnes@cityoffortpierce.com>; Wayne Boyer <wboyer@slcfd.org>

Cc: Brandon Creagan <bcreagan@cityoffortpierce.com>; Jennifer Hofmeister <jhofmeister@cityoffortpierce.com>; Maria Lewicka <mlewicka@cityoffortpierce.com>; Rebeca Guerra <rguerra@cityoffortpierce.com>; Vennis Gilmore <vgilmore@cityoffortpierce.com>

Subject: TRC Comments for March Meeting



Technical Review Committee meeting

February 20th, 2020

Case # 20-04000003

Conditional use.

Dreamchasers preschool, 505 North 7th Street.

Comments:

Temporary approval granted at this time but a final approval is pending until a photometric plan can be produced to indicate that property is illuminated to or beyond city code requirements.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Vennis Gilmore

From: SANDERS, MARVIN E. <marvin.sanders@stlucieschools.org>
Sent: Monday, March 09, 2020 9:54 AM
To: Vennis Gilmore
Subject: Conditional Use - Dreamchasers Preschool - 505 N. 7th Street 20-0400003

SECURITY WARNING: This email originated outside of the City of Fort Pierce systems. Please use caution when clicking links or opening attachments. For questions or concerns please contact IT immediately. .

The St. Lucie County School District has reviewed the above reference project and have we do not have any comments or concerns.

Please feel free to contact me if you have any questions.

Marty E. Sanders, P.E.
Growth Management, Land Acquisition & Inter-Governmental Relations
School Board of St. Lucie County
9461 Brandywine Lane, Room 2-303
Port St. Lucie, FL 34986



9461 Brandywine Ln
Port St Lucie, FL 34986



office 772.429.7547
cell 772.216.5755





Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

March 19, 2019

TECHNICAL REVIEW PROJECT # #20-04000003 (Conditional Use)

Conditional Use – Dreamchasers Preschool – 505 N. 7th Street

Comments

FPUA W/WW Engineering: No comment

FPUA Electric & Gas Engineering: No comment



Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.

www.fpua.com





THE SUNRISE CITY
FORT PIERCE
 ENGINEERING
 DEPARTMENT

Florida

TO : Vennis Gilmore, Planner

FROM : John R. Andrews, P.E., City Engineer

**RE : Dreamchasers Preschool – 505 N. 7th Street
 Conditional Use Application - TRC No. 20-04000003**

RECEIVED

CITY OF FORT PIERCE
 PLANNING & ZONING

DATE : March 25, 2020

This is to advise you that we have completed the review of the following documents as received by this office on March 23, 2020:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Conditional Use Application | <input type="checkbox"/> P/D Drawings |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we

- | | | |
|---|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend | <input type="checkbox"/> Do Not Recommend | |
| <input checked="" type="checkbox"/> Conditional Use | <input type="checkbox"/> Building Permit | <input type="checkbox"/> 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.

- See attached for engineering comments

JRA/VB/vb

Q:\ENGINEERING\Site Development Projects\D\dreamchasers Preschool\CU\CU Approval w-Conditions - 032520.docx



THE SUNRISE CITY
FORT PIERCE
CITY MANAGER'S OFFICE *Florida*

TO : Jennifer Hofmeister, Planning Director and Paul Thomas, Building Official
THROUGH : Nicholas C. Mimms, P.E., City Manager *ncm*
FROM : Audria Moore-Wells, Special Projects Coordinator *AMW*
RE : **505 North 7th Street Parking Lot – RFP No. 2018-049**
DATE : March 16, 2020

At the direction of City Manager Nicholas Mimms, the following permission is granted to Ms. Maloma Peterkin-Young regarding the parking lot (Parcel ID: 2410-601-0137-000-9) adjacent to 505 N. 7th Street:

- utilize this city-owned parcel for the parking needs of the business at no cost
- utilize this parcel for all required parking calculations

In addition, the City of Fort Pierce will maintain the parking lot until ownership is formally disposed.

c: Johnna Morris, Finance Director
Gelencia Carter, Purchasing Manager

Information

REQUESTED ACTION

Conditional Use - Wood Vacation Rental - 1123 Hernando Street, Apt. B

LOCATION

1123 Hernando Street, Apt. B

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 Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends APPROVAL with the following seven conditions:

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.

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

The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.

There shall be a limitation of no more than no two (2) vehicles at the site.

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

Installation of a bicycle rack for guests if this was not already completed with the previous Conditional Use approval from February 2017.

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 the property line that abuts Hernando Street and or a payment in lieu of construction if one of these items was not previously completed with the last Conditional Use approval from February 2017 for the dwelling rental of 31 days or more.

Attachments

Staff Report
Applicant & Supporting Documents
Aerial Map
Future Land Use Map
Zoning Map
TRC Comments

Form Review

Form Started By: Vennis Gilmore
Final Approval Date: 06/03/2020

Started On: 06/02/2020 11:28 AM



TO: Members of the City of Fort Pierce Planning Board

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director *JH*

FROM: Vennis Gilmore, Planner *VG*

RE: **Conditional Use Approval - Wood Vacation Rental
 1123 Hernando Street, Apt. B**

BOARD DATE: June 9, 2020

STAFF REPORT

Owner/Applicant: Tiffany and David Wood
 1123 Hernando Street
 Fort Pierce, FL 34949

Applicant's Request: Approval of a Conditional Use to operate a Vacation Rental, offering lodging for less than 30 days. The minimum rental period is identified as one day.

Location(s): 1123 Hernando Street, Apt. B

Parcel ID: 2401-811-0018-000-6

Future Land Use: Hutchinson Island Residential (HIR)

Current Zoning: Hutchinson Island Medium Density Residential Zone (R-4A)

Surrounding FLU:

North	East	South	West
HIR	HIR	HIR	RL

Surrounding Zoning:

North	East	South	West
R-4A	R-4A	R-4A	R-2

Utilities: Fort Pierce Utility Authority (FPUA)

Staff Analysis:***Request***

In accordance with Sections 22-22 and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a Vacation Rental at 1123 Hernando Street, Apt. B. The subject single-story duplex's Apartment B is a four (4)-bedroom and three (3)-bathroom unit with approximately 1,852 square feet. The total square footage of both apartments (A&B) is approximately 2,564 gross square feet. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of 1 day to guests.

The property is within the South Beach neighborhood, generally situated west of South Ocean Drive and approximately 100 feet north of Mariner Bay. The subject site is surrounded by a duplex situated to the north, a single-family home and duplex to the east, single-family homes to the west, and a single-family home to the south. The subject property has a Future Land Use designation of Hutchinson Island Residential (HIR) with a compatible zoning classification of Hutchinson Island Medium Density Residential (R-4A).

The property previously received a Conditional Use Approval to operate a dwelling unit B for over 31 days on February 21, 2017 by the City Commission. The current application is to rent dwelling unit B for less than 30 days with a minimum stay of one day.



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 30 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 30 days. The rental of a dwelling for periods at a minimum of 31 days, but less than six months, is a “Dwelling Rental,” but not a “Vacation Rental.”

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

Table 1 – Dwelling & Vacation Rental Definitions

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

Future Land Use and Zoning

The purpose and intent of the R-4A zoning district is to establish height and density regulations for lands located within the city which are situated east of the Indian River. The R-4A zone is compatible with the Medium Density Residential Hutchinson Island designation in the comprehensive plan. Permitted gross residential densities in this district may not generally exceed eight (8) units per acre. Bonus density of up to one additional unit per acre is available as provided for in this section. This district is established because Hutchinson Island is a sensitive barrier island which presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

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.

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 Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following seven 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 issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles at the site.
- 5) The City of Fort Pierce Business Tax License number shall be included on all advertising.
- 6) Installation of a bicycle rack for guests if this was not already completed with the previous Conditional Use approval from February 2017.
- 7) 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 the property line that abuts Hernando Street and or a payment in lieu of construction if one of these items was not previously completed with the last Conditional Use approval from February 2017 for the dwelling rental of 31 days or more.



Conditional Use – No New Construction

Property address or Location 1123 Hernando Street

Parcel ID #(s) 2401-811-0018-00-6

Project description Request to amend existing monthly CUP license to less than 30 day rentals

Tiffany & David Wood

Property Owner(s)
1123 Hernando Street

Street Address

Fort Pierce FI 34949

City State Zip

352-586-9260

Phone Number

sirdone@msn.com

Email Address

Tiffany Wood

Applicant/Representative, Title, Company
1123 Hernando Street

Street Address

Fort Pierce FI 34949

City State Zip

352-586-9260

Phone Number

sirdone@msn.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.

Tiffany Wood

[Signature]

Property Owner(s) Signature(s)

STATE OF FLORIDA – COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or has produced _____ as identification.

See Attached Acknowledgements

Signature of Notary

(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 _____ Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On May 08 2020 before me, Daniela Chavez - Notary Public
Name of Notary Public, Title

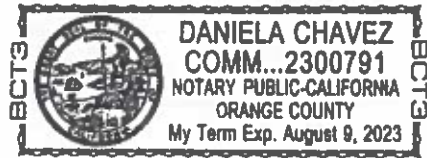
personally appeared Tiffany WOOD
Name of Signer (1)

DAVID WOOD
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Daniela Chavez
Signature of Notary Public

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification
- credible witness(es)

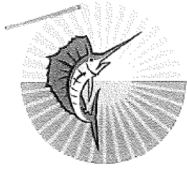
Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer
- Signer(s) Thumbprints(s)



Vacation Rental Policy Adjustment April 1, 2020

Vacation rentals properties, including transient rentals, shall be regulated through the DBPR, Florida Statute 509.242(c), Florida Administrative Code 61A-43 and will be amended by any future legislation or directives from the State of Florida. A change of use is required if converting to a transient use (rental for 30 days or less), which may trigger the requirements of the Florida Accessibility Code. The requirement for fire sprinklers will be deferred to chapter 633 of the National Fire Prevention Code. All vacation rental properties shall comply with the minimum safety requirements found in the DBPR Form HR 5025-753.

1. New Construction Designated to be a Transient Vacation Rental.

Per the Florida Building Code, this Occupancy is either R-1 or R-2 and is required to be fully sprinkled per Chapter 9 of the Florida Building Code.

2. Conversion of an Existing Apartment Building (R-2 Primarily Non-Transient) to Transient Apartment Building: Florida Statute 509.242(e) **Transient Apartment:** *A transient apartment is a building or complex of buildings in which more than 25 percent of the units are advertised or held out to the public as available for transient occupancy.*

Thus, an apartment building/complex would maintain an R-2 Primarily Non-Transient classification until more than 25% of the units are utilized for transient rentals. Exceeding the 25% threshold will trigger the occupancy classification to be changed from R-2 to R-1. The applicant that exceeds the 25% threshold assumes the responsibility of obtaining a change of occupancy for the building and to satisfy the requirements of Chapter 10 of the Existing Building Code; Chapter 9 of the Florida Building Code; FBC Accessibility and the National Fire Prevention Code. The above-mentioned code requirements will apply to the entire building, not just an individual unit within the building.

3. Transient Rental of a Single Family Dwelling: Florida Statute 509.242(c) Vacation rental.—*A vacation rental is any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling unit that is also a transient public lodging establishment but that is not a timeshare project.*

The transient rental of a single family dwelling triggers a change of use to R-2, per the requirements of chapter 10 of the FBC Existing Building Code and may trigger the requirements of the Florida Building Code Accessibility. The requirement for sprinklers is deferred to the SLC Fire Marshal per the Florida Administrative Code 69A-43.

August 13, 2019

Tiffany Wood
1123 Hernando
Ft. Pierce, Florida

Re: Hernando Vacation Rental

This letter shall be considered our proposal and if accepted, our agreement for Architectural services related to the project. The project consists of Architectural Services as required for Change of Use for residence to vacation rental. Which consists of the Conditional Use Process, As-built floor plan renovation floor plan with ADA and Life Safety improvements.

Agreement between Architectonic Inc (Architect) and Tiffany Wood (Owner).

I. Scope of Work

1. Field measure as required to prepare as-built floor plan and elevations.
2. Prepare presentation drawings of renovations (ADA and Life Safety).
3. Submit applications, plans and attend Conditional Use (TRC, Planning Board, & Commission meetings).
4. Completion of drawings for bidding and permit submittal.

II. Payments and Compensation to the Architect

The contract sum shall be as follow:

Retainer/ As-built floor plan	\$2,000.00
Renovation / Presentation drawings / Conditional Use Submittal	\$2,000.00
<u>Completion of Permit Sets</u>	<u>\$ 500.00</u>
Total Fee	\$4,500.00

1. When revisions to Construction Drawings are requested, and are inconsistent with approvals or instructions previously given, and are due to causes beyond the control of the Architect, such revisions will be considered additional services and will be computed at the rate of \$150.00 per hour for principal/ architect and \$75.00 per hour for support staff.
2. Proposed fee is valid for 30 days from the date of this document. Proposals held beyond this time limit, may be subject to adjustment. Three (3) preliminaries are included with the fee proposed. More than three may be subject to additional fees. Projects put on hold by the client for more than three (3) months, may be subject to a fee adjustment.

806 Delaware Avenue
Fort Pierce, Florida 34950

Tel: 772 460 7751
Fax: 772 460 4244

www.architectonicinc.com
FL Reg #AA26003348

1 of 3

Architectonic Inc

Architectonic Inc. can begin work under this agreement within two – three weeks, if this document meets your approval. Your signature below and receipt of your retainer will constitute such acceptance and approval.

Thank you for the opportunity and we look forward to working with you to make your project a success.

Sincerely,

Mike Menard

Michael Menard
Principal
Architectonic Inc

Owner's Printed Name

Owner's Signature

Date Signed

806 Delaware Avenue
Fort Pierce, Florida 34950

Tel: 772 460 7751
Fax: 772 460 4244

www.architectonicinc.com
FL Reg #AA26003348

3 of 3

Fire Equipment Services of East Coast



861 S Kings HWY.
Ft. Pierce, Florida 34945

Office: (772) 466-6330

Fax: (772) 461-4265

Proposal

PROPOSAL SUBMITTED TO Wood Family House		PHONE 772-467-3197	DATE 08/12/2019
STREET 1123 Hernando Street		JOB-NAME	
CITY, STATE AND ZIP CODE Fort Pierce, Florida 34949		JOB LOCATION	
POINT OF CONTACT Tiffany Wood	DATE OF PLANS	JOB PHONE	
		sirdone@msn.com	

We hereby submit specifications and estimates for:

Fire Sprinkler Installation

This fire sprinkler quote is for the installation of a fire sprinkler system as per NFPA 13D and local authority requirements. Sprinkler heads shall be installed throughout the facility except in the attic space, bathrooms and closets that do not exceed size requirements requiring protection. Sprinkler heads shall be semi recessed quick response.

The fire system shall be connected to the existing home water supply providing the water flow is sufficient to provide the water flow rates required. If the home's water supply is insufficient and the connection needs to be made to the city water main at the street there will be an additional charge.

We have excluded the installation of and the wiring to the fire alarm system located in the facility.

Includes the following:

All materials, taxes and labor required.

System design, permitting and final inspection by the local Fire Marshall.

****Note:** If the quote is acceptable please fax it back to our office and we will contact you to schedule the install, work shall meet NFPA 13 and local fire code requirements.

We Propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:

Twelve Thousand Eight Hundred Fifty and 00/100 _____ (\$12,850.00)

Payment to be made as follows

\$2,000.00 Upon Contract acceptance, \$7,000 upon material delivery to site and \$3850.00 upon final inspection with the Fire Marshall.

All material is guaranteed to be as specified. All work to be completed in a workmanlike Manner according to standard practices. Any alteration or deviation from above specifications Involving extra cost will be executed only upon written orders, and will become an extra charge

Authorized Signature

Over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond Our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workers Compensation Insurance. within 30 days

NOTE: This proposal not accepted

Acceptance of Proposal

I am the owner of the property being serviced or have the right to represent the owner. I authorize the work set forth herein to be done, or products to be supplied. I agree that Fire Equipment Services of East Coast, Inc. is not responsible for loss or damage in case of fire, theft or any cause beyond its control or for any delays caused by unavailability of parts or delays in part shipments by the supplier or transporter. Pursuant to Section 713.58 of the Florida Statutes, until payment is made Fire Equipment Services of East Coast, Inc. has a lien upon and right to possession of any personal property upon which authorized work is performed. Any payment not made when due shall bear an interest at the annual rate of 18%. Reasonable attorneys' fees and costs, including for any appeal, incurred by Fire Equipment Services of East Coast, Inc; in collection of any sums due hereunder or for any claims or disputes concerning this proposal or invoice shall be paid by the customer.

Signature _____

Signature

Date of Acceptance _____
Acceptance-

Date of



City of Fort Pierce

BUSINESS TAX RECEIPT

Please post in a conspicuous place or keep on person.

Business Name / Mailing Address:	Owner:
WOOD, TIFFANY 9 CURL DR CORONA DEL MAR CA 92625	WOOD, TIFFANY

Business Location*: 1123 HERNANDO ST

*This business tax receipt is valid at this location only.

Date Issued	Expiration Date	Control Number
August 09, 2019	September 30, 2020	0046451

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
20-00029039	MOTELS	SHORT TERM RENTAL-GREATER THAN 30 DAYS

Tax Amount	\$5.00
New/Renewal Fee	\$0.00
Penalty	\$0.00
Total	\$5.00

Linda W. Cox

Linda W. Cox, City Clerk (SEAL)



THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the hold has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.





**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

24799

**DIVISION OF HOTELS AND RESTAURANTS
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-1011**

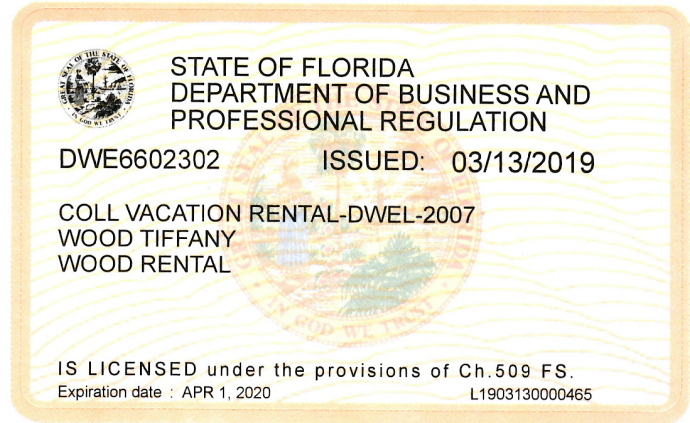
850-487-1395

AVALARA MYLODE TAX
WOOD RENTAL
PO BOX 3089
GREENWOOD VILLAGE CO 80155

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

- Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

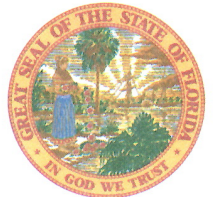
RON DESANTIS, GOVERNOR

HALSEY BESHEARS, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS**

LICENSE NUMBER	
DWE6602302	NBR. OF UNITS: 1

The COLL VACATION RENTAL-DWEL-2007
Named below IS LICENSED
Under the provisions of Chapter 509 FS.
Expiration date: APR 1, 2020



NON-TRANSFERABLE

WOOD TIFFANY
WOOD RENTAL
1123 HERNANDO ST
FORT PIERCE FL 34949

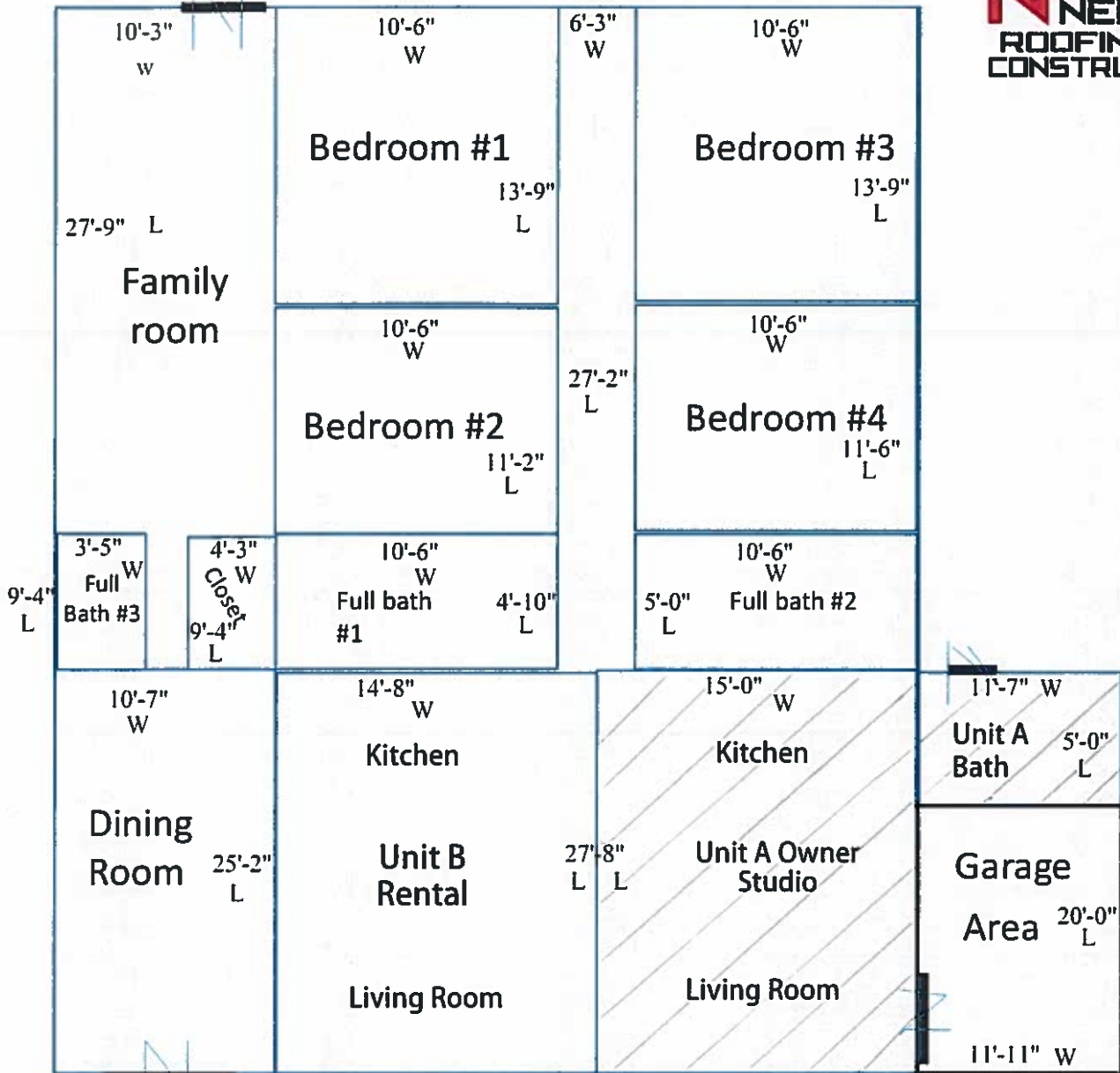


ISSUED: 03/13/2019

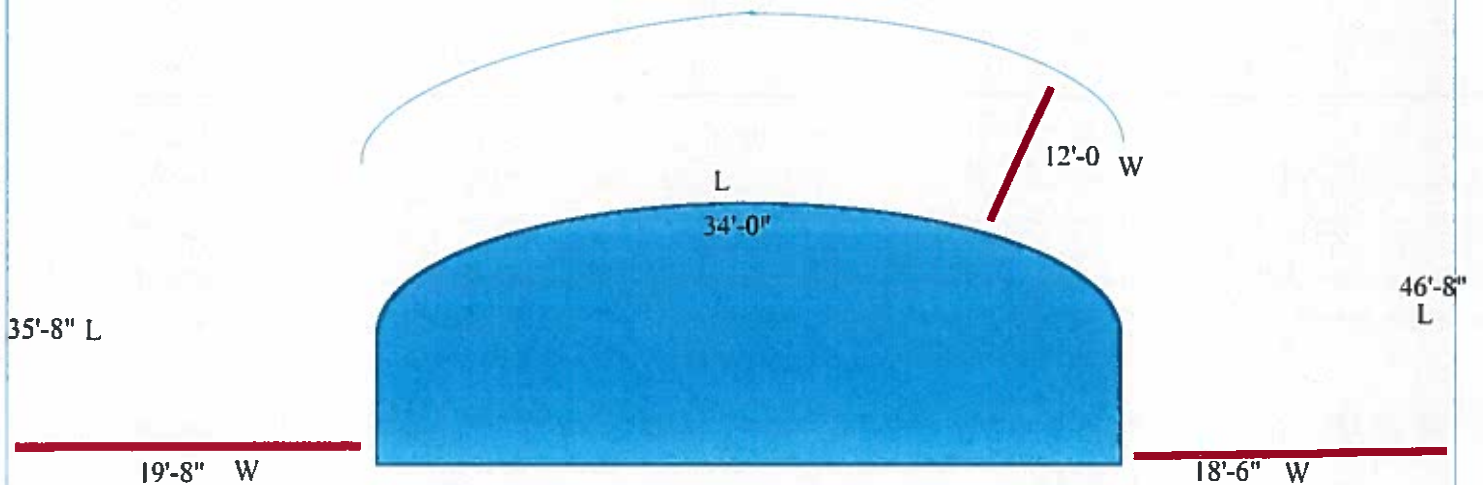
DISPLAY AS REQUIRED BY LAW

SEQ # L1903130000465

1123 HERNANDO STREET



2325 Total Finished/Under Air Square Footage
 1852 sq. ft. Unit B Rental / 473 sq. ft. Unit A Owner Studio
 2564 Gross Square Footage



SQUARE FOOTAGE BREAKDOWN

1123 Hernando Street

Unit B Rental

406 kitchen/LR

266 dining room

284 familyroom

144 bedroom #1

117 bedroom #2

144 bedroom #3

121 bedroom #4

170 hallway

51 full bath #1

53 full bath #2

96 bath & closet off dr

1852 Total B Unit Sq Ft

Unit A Owner Studio

415 kitchen/LR

58 Unit A bath

473 Total A Unit Sq Ft

1852 Unit B

473 Unit A

2325 Combined Finished Sq Ft

238 Garage

2563 Gross Square Footage

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between Tiffany Wood (“*Homeowner*”) and ____(Name)_____ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

1123 Hernando Street, Fort Pierce, Florida 34949

The property is furnished and includes fully stocked home (see attached itemized list).

2. Rental Party: The rental party shall consist of Guest and the following persons:

3. Maximum Occupancy: The maximum number of ‘primary’ guests is limited to 8

The beach home is limited to a maximum number of 8 people due to the size of the home, pool, and property. This allows us to keep the rental costs down, and to not pass on the fees of our pool and cleaning contractors to you. For this reason, we will charge \$300 per day for **any additional** occupants found.

4. Term of the Lease. The lease begins at 3:00 p.m. on (DATE) 2020 (the “*Check-in Date*”) and ends at 11:00 a.m. on (DATE), 2020 (the “*Checkout Date*”).

5. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall require all members of the rental party and any Guest permitted on the property to abide by the following rules at all times while at the property.

6. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

7. Rental Rate and Fees

- a. Deposit: A reservation/security deposit of \$500 is due upon making the reservation.

The deposit is for reserving the date as well as security and shall be refunded within 7 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings.
- ii. excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Guest's stay.

If the premise appears dirty or damaged upon Check-in, Guest shall inform Managing Agent or Homeowner immediately.

8. Cancellation Policy: If Guest wishes to cancel his/her reservation, the \$500 reservation/security deposit will be refunded as follows:

0% penalty if cancelling greater than 60 days prior to the Check-in Date

50% penalty if cancelling within 60 days prior to the Check-in Date

100% penalty if cancelling within 30 days prior to the Check-in Date

9. Insurance: We encourage all renters to purchase traveler insurance.

10. Payment: Acceptable methods of payment are via credit cards (Mastercard, Visa, Discover and American Express. You will receive an invoice from Squareup.com reservation deposit payment. Please fill out your credit card information to process payment.

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all rental monies are non-refundable per cancellation policy above. I have read my rights to purchase travel insurance.

The parties agree to the terms of this Short-Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner

Guest:

Tiffany Wood

Name (print) _____

Name (print): _____

Date: 05/06/20

Date: _____

Phone # (during stay):

Phone # (during stay):

352-586-9260

Exhibit A

RENTAL RULES

1. **NO SMOKING** in the home at any time. You are welcome to smoke outside only.
2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person on the property is the sole responsibility of Guest.
3. This home is privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
4. Keep the property and all furnishings in good order.
5. Only use appliances for their intended use.
6. Pets: Dogs **only** permitted on premises with prior homeowner approval and with the *Pet Addendum* completed.
7. Parking: Vehicles are to be parked in designated parking areas only. Parking on the road is not permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
8. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We do not permit towels or linens to be taken from the units.
9. Hot Tub: No children under the age of 18 permitted in hot tub without adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. **DO NOT STAND, JUMP FROM or use the hot tub in any position other than seated.**
10. Pool Equipment – we have had the pool serviced every Thursday by the same company for several years. Due to the sensitivity of the pool equipment, should there be any tampering with ANY of the equipment, heaters, filters, buttons, timers, etc other than what is authorized, there will be a **\$75 service charge reduced from security** to have the pool company come out and reset the equipment – so please no tampering.
11. Keys Returned – there is a \$50 fee for any keys that are not returned at the end of your stay.
12. The property is limited to a maximum number of 8 people due to the size of the home, pool, and property. This allows us to keep the rental costs down, and not have to pass on the fees of our pool and cleaning contractors to you. For this reason, we will charge \$300 per day for **any additional** occupants found.



TO: Nicholas Mimms, PE, City Manager

THROUGH: Rebecca Grohall, AICP, Planning Director

FROM: Kori Benton, Senior Planner

RE: Wood Rental - Application for Conditional Use
 Dwelling Rental
 1123 Hernando Street

DATE: February 10, 2017

STAFF REPORT

Owner/Applicant: David & Tiffany Wood
 1123 Hernando St
 Fort Pierce, FL 34949

Requested Action: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six months.

Location: 1123 Hernando Street

Parcel ID: 2401-811-0018-000-6

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-2

Site Size: .27 acres

Utilities: Located within the FPUA Retail Service Area

Staff Analysis:

Request

In accordance with Sections 22-22, and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a Dwelling Rental at 1123 Hernando Street, offering non-transient lodging with minimum stays of one (1) month. The subject single-story duplex features a finished floor area of 2,509 square feet, and contains one owner occupiable unit. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A).

The property is located one street west of South Ocean Drive, a few hundred feet north of Mariner Bay. A duplex is situated to the north, a single-family home and duplex to the east, single-family homes to the west, and a single-family home to the south. This site features a circular concrete driveway with parking designated for each unit.

Hernando Street does not feature any sidewalk connections along this segment of the roadway. A bicycle rack is required to facilitate multimodal options for guests.

The application presents operational guidelines such as screening of potential renters, a near-site manager (owner's relative), and minimum stays of one (1) month. The application details specific limits on vehicle parking locations on-site. There are notification requirements for pets on premises. The provided documents note a maximum occupancy of six (6) guests, with a notable surcharge for any additional guests. The applicant has been advised that the current floor plan acknowledged by the City would limit the occupancy of the unit for rental to 5 guests, based upon the finished floor area and minimum occupancy requirements per City Code Section 8.5-43. Such limitation should be accounted for by the applicant in operational guidelines, or until said time that an expanded floor plan is verified with the Building Department.

Dwelling Rentals

Pursuant to City Code Section 22-3. - Definitions—Generally, the rental of any dwelling unit for less than six (6) 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, though less than what is otherwise provided for a dwelling, physically separated from any other rooms or dwelling units which may be in the building, and containing sleeping and sanitary facilities and one kitchen.

The State of Florida provides further classification if a dwelling is rented for periods of less than thirty (30) days, declaring the use a "Vacation rental", and defined such use as any unit or group of units in a condominium or cooperative or any individually or collectively owned single-family, two-family, three-family, or four-family house or dwelling 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 30 days or 1 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 is less than thirty (30) days. The rental of a dwelling for periods greater than thirty (30) days, but less than six (6) 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 Rentals

	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 (Vacation Rental)	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

The rental of residential properties for short-term occupancy by tourists is a rapidly expanding sector of the hospitality industry. Short-term vacation rentals offer an alternative to traditional hotel or bed and breakfast accommodations, generally offering unique amenities, and a higher capacity to accommodate families or more guests than a single hotel room. The benefits of increased tourism and economic activity related to short term rentals are discernable; however the necessity to regulate and guide the location for this use is well documented.

Vacation rentals have the capacity result in incompatible adverse impacts on neighborhoods including, but not limited to, increased noise, litter, traffic, and the uncertainty or instability of the identity of occupants of neighboring properties. The short-term vacation rental use and longer term residential use may be incompatible, due to the rapid turnover associated with short-term vacation rental use, therefore provisions such as maximum guests, parking restrictions, property manager registration, and guide booklets for renters regarding local rules and resources should be considered to minimize conflicts. The applicant is seeking to offer non-transient lodging, with safeguarding parameters to further assimilation with the surrounding medium density residential neighborhood.

The applicant has verified that the operation would strictly limit stays to a minimum period of one (1) month. This operational approach ensures that the lodging provided is “non-transient”, seeking to provide a more compatible use for the surrounding neighborhood. Input garnered from neighboring property owners has described adverse impacts from short term, weekly rentals at the subject site.

In addition to the provision of greater stability, and less frequent turn over in occupants, the enactment of minimum stays of one (1) month, or more, helps to diversify the use to provide a complementary lodging

option which does not overlap with offerings of local hotels or commercial venues of public accommodation. Longer term stays, with a base line of one month, seek to not only reduce the potential conflict of a high turnover, commercial use, but also reduce competition to established hotels and motels.

Zoning & Land Use

The subject site is located within the Hutchinson Island Medium Density Residential Zone (R-4A) which is designed to facilitate residential and compatible development on Hutchinson which account for the unique characteristics of Hutchinson Island and concerns of environmental fragility, beach erosion, and hurricane evacuation. Furthermore, the site has a land use designation of Hutchinson Island Residential (HIR).

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 8 dwelling units per acre. Limited public uses and commercial uses that are compatible with the surrounding development shall also be allowed.

The presented use of the property represents a limited commercial use, with defined parameters of intensity or impact. The presentation of guest capacity for the single (1) unit limits the quantity of vehicles, additional traffic and noise from the proposal. The use is limited in comparison to a typical commercial use, or hotel/motel, especially with parameters in place to advance compatibility with the neighborhood. Limitation of guests is necessary to comply with City Code section 8.5-43.

Technical Review Committee

All affected departments have reviewed the proposed Conditional Use with regards requirements of the City Code, and conditionally approved the request.

Planning Board

The Planning Board, at their January 10th meeting, voted 8-2 to recommend approval of the request with the conditions guided by staff.

Staff Recommendation:

The proposed use presents the provision of non-transient lodging accommodation to the general public, on a limited scale, that is compatible with the surrounding neighborhood of this location, and is generally consistent with the City's Land Development Code and Comprehensive Plan with appropriate restriction therefore; Staff recommends the approval with the following conditions:

1. Strict adherence to minimum rental periods of one (1) month.
2. Limitation of occupancy to 5 guests based upon City Code Section 8.5-43, unless verification of interior renovation permits for expansion of the southern unit is provided by the Building Department;

3. Registration of a local property manager, and secondary property manager, accessible at all times to resolve complaints or violations of City Code;
4. Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;
5. Installation of a sidewalk connection, or payment in-lieu of construction, along the Hernando Property line;
6. Installation of a bicycle rack for guests; and
7. The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval.



THE SUNRISE CITY

FORT PIERCE
CITY CLERK'S OFFICE
Florida

February 27, 2017

David and Tiffany Wood
1123 Hernando St
Fort Pierce, FL 34949

Dear Mr. and Mrs. Wood:

At their meeting on Tuesday, February 21, 2017, the City Commission considered an application for Conditional Use, submitted by Property Owner, David and Tiffany Wood to establish a Dwelling Rental, offering lodging for less than six months located at 1123 Hernando Street, Fort Pierce, FL. The property is zoned Hutchinson Island Medium Density Residential Zone (R-4A) (Parcel ID 2401-811-0018-000-6).

The Commission approved the application with the following conditions:

1. Strict adherence to minimum rental periods of one (1) month.
2. Limitation of occupancy to 5 guests based upon City Code Section 8.5-43, unless verification of interior renovation permits for expansion of the southern unit is provided by the Building Department;
3. Registration of a lead property manager, and secondary property manager, accessible at all times to resolve complaints or violations of City Code;
4. Issuance of guide booklets for renters regarding local rules and public service resources to minimize conflicts;
5. Installation of a sidewalk connection, or payment in-lieu of construction, along the Hernando Property line;
6. Installation of a bicycle rack for guests; and
7. The applicant files for and obtains St. Lucie County & City of Fort Pierce Business Tax Licenses within fourteen (14) days of Conditional Use approval.
8. Retention of a state licensed property manager whose business is located within the city limits of Fort Pierce.

Very truly yours,

Linda W. Cox
City Clerk

cc: Rebecca Grohall, Planning Director

Mr. Creagan gave an overview of the application and answered questions from the Board on the anticipated timeframe of the planned development and designation of public transportation.

Lee Dobbins, applicant representative from the Dean Mead Law Firm, clarified that the applicant is not proposing additional transit stops and the feedback from the St. Lucie County traffic analysis is still being reviewed.

Motion was made by Tim O'Connell, and seconded by Gloria Johnson-Scott to approve the Future Land Use Map Amendment for Misty Creek Preserve.

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

Passed

7. NEW BUSINESS

a. Conditional Use - The Manor Assisted Living Facility - 4201 S. 25th Street

Ms. Lewicka explained that the project was previously approved in 2018 for 32 units and the applicant is requesting an additional ten units. Ms. Lewicka said the footprint is shrinking slightly and the development is proposed in two phases. Ms. Lewicka answered questions from the Board on the traffic study and parking requirements.

No one spoke for or against the project.

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

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

Passed

b. Conditional Use - Wood Vacation Rental - 1123 Hernando Street

Mr. Creagan gave an overview of the application and answered questions from the Board on rental and handicap parking. Mr. Creagan explained that condition number six is being deleted because the wording is duplicated in condition number ten. Mr. Creagan stated the applicant is diligently working with the building official on the state ADA requirements. Mr. Creagan added that the conditions of approval are similar to the existing Conditional Use on the property, except for the required handicap parking space and the business tax license being required on all advertising.

Mr. Broderick provided the Board a VRBO advertisement for the Wood vacation rental on the Trip Advisor website that showed the home sleeps 8 with a 1 night minimum rental. Mr. Broderick stated the rental rules provided in the packet allow a maximum of 10 people, which is a violation of the current approved dwelling rental Conditional Use for over 31 days. Mr. Broderick expressed concerns with relying on neighbors to police the neighborhood.

Tiffany Wood, owner, explained that reconfiguring of the parking spaces will be handled by her design engineer, and she only contracts with the Home Away website, and not the sister websites. Ms. Wood stated she has had no complaints from her neighbors and there were advertising mistakes made on the vacation rental websites. Ms. Wood noted that the information in the packet is from her 2017 Conditional Use approval and the dimensions of the house have increased.

Board discussion ensued on increased occupants and parking.

Bill Piant, resident, spoke in opposition of the project and asked the Board if any vacation rentals have been approved for less than 31 days and if a motel is allowed in R4A zoning. Mr. Piant expressed concerns with the possibility of cars being parked in the front yard and the unmanageable enforcement.

Ms. Hofmeister stated that most of the vacation rentals that were not approved were in the R2 zoning classification.

William Fearn, resident, spoke in opposition of the project. Mr. Fearn said he has felt the negative impacts of the short term rentals in the area. Mr. Fearn stated he likes the community the way it is and there is no need to make exceptions to the zoning rules.

Charlene Adair, resident, explained she is a volunteer researcher for the City of Fort Pierce Code Enforcement department, and she has been keeping data on short term rentals since 2015. Ms. Adair highlighted that Vacation Rentals, VRBO and Home Away websites are one company and the ads are carbon copies of one another for those three websites. Ms. Adair stated that this address did not have a business tax receipt on record for 27 months and had been advertising for less than 31 days, which is a violation of the present Conditional Use on the property. Ms. Adair expressed concerns with permitting and safety. She said there is a difference from someone who rents one day compared to 30 days. Ms. Adair highlighted the Conditional Use is supposed to enhance and protect the neighborhood, not have a negative impact.

Mr. Sweeney explained that processes are being put into place all over the state of Florida, due to the internet making it easy to advertise a vacation or short term rental.

Ms. Hofmeister stated that a corrected layout, parking plan and occupant load will need to be provided prior to the project going to City Commission.

Ms. Wood noted that Mr. Roseberry from the building department recommended she not move forward with the life safety plan until her application has been approved by City Commission.

Board discussion ensued on moving forward to the City Commission with the lack of definitive information and accurate plans.

Mr. Sanders suggested the applicant to use conceptual planning because it is inexpensive and it can show how parking and the ADA requirements fit it.

Ms. Hofmesiter stated once an accurate layout is received the conditions can be revised prior to going to City Commission.

Mr. O'Connell said he is not in favor of the vacation rental because of the compatibility issue with the neighborhood, and both Code Enforcement and the Police department cannot control the parking issues.

Motion was made by Tim O'Connell, and seconded by Gloria Johnson-Scott to disapprove of the application.

AYE: Tim O'Connell, Michael Broderick, Gloria Johnson-Scott

NAY: Chairman Frank Creaufmiller

Passed

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

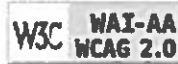
Mr. Broderick stated a modification of the conditional use process for vacation rental needs to be addressed because the Board clearly needs more information. Chairman Creyaufmiller asked staff to add this as an agenda item so it can be discussed among the Board. Mr. Sanders suggested that the Board and staff look at appropriate places that are compatible for vacation rentals.

Chairman Creyaufmiller asked for an update on the review of the alcohol beverage ordinance and Bed and Breakfast regulations.

10. ADJOURNMENT

[GO TO PREVIOUS PAGE](#)

[GO TO THE TOP OF THE PAGE](#)



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Wood Dwelling Rental – Aerial

1123 Hernando Street








**Wood Vacation Rental
Conditional Use**
1123 Hernando Street, Apt. B



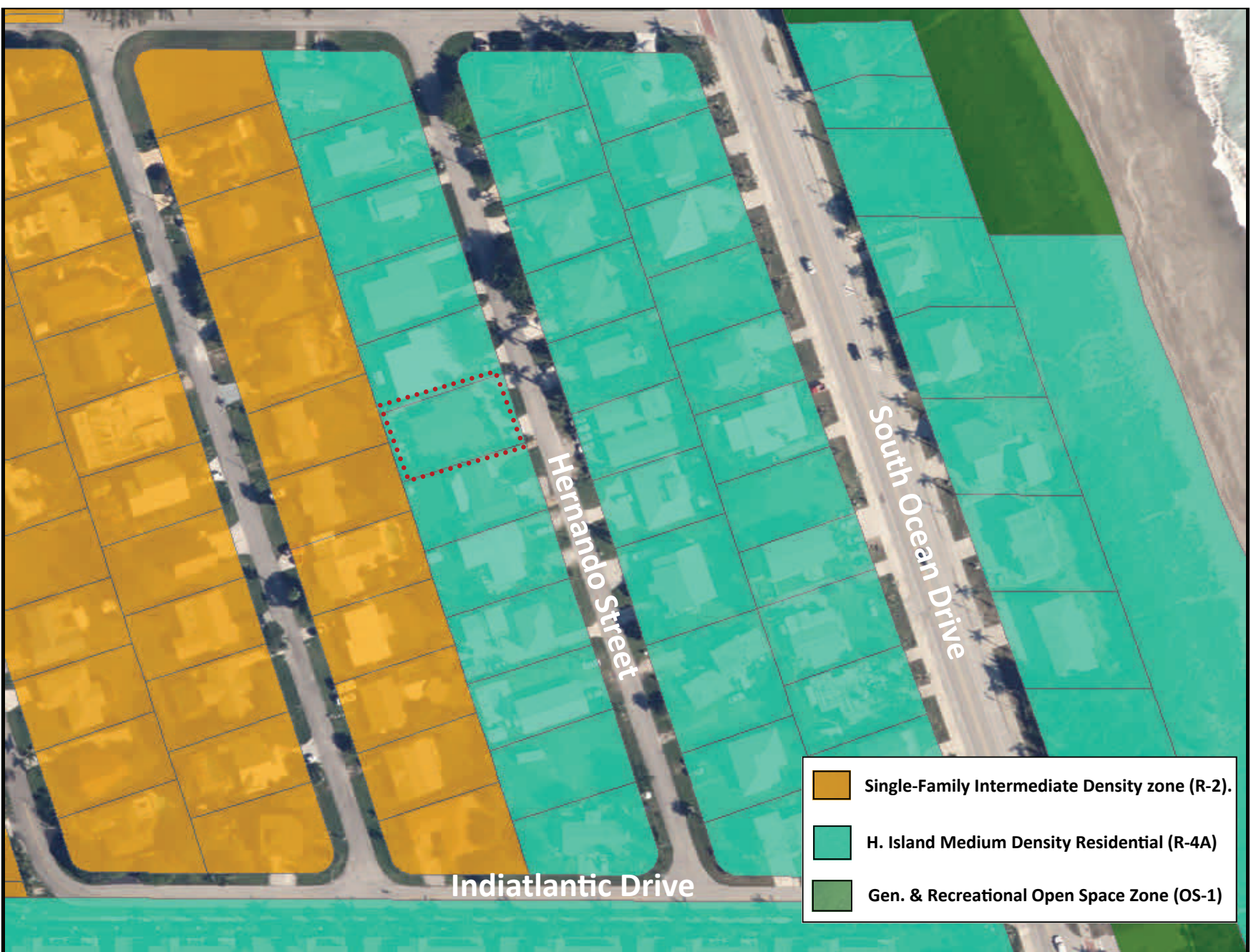
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FORT PIERCE
Florida




RL = 

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FLU Map



-  Single-Family Intermediate Density zone (R-2).
-  H. Island Medium Density Residential (R-4A)
-  Gen. & Recreational Open Space Zone (OS-1)

Wood Dwelling Rental – Zoning Map

1123 Hernando Street





THE SUNRISE CITY
FORT PIERCE
 ENGINEERING
 DEPARTMENT
Florida

RECEIVED

To : Brandon Creagan, Planner

FROM : John R. Andrews, P.E., City Engineer

CITY OF FORT PIERCE
 PLANNING & ZONING

**RE : Wood Vacation Rental – 1123 Hernando Street
 Conditional Use
 TRC No. 19-04000014**

DATE : October 21, 2019

This is to advise you that we have completed the review of the following documents as received by this office on October 21, 2019:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Conditional Use | <input type="checkbox"/> P/D Drawings |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we

- | | | |
|--|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend | <input type="checkbox"/> Do Not Recommend | |
| <input checked="" type="checkbox"/> Approval of CU | <input type="checkbox"/> Building Permit | <input type="checkbox"/> 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.

See attached for engineering comments
 JRA/tst

Q:\ENGINEERING\Site Development Projects\Wood Vacation Rental\1123 Hernando Street\CU Approval - 102119.docx



**BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM**

Meeting Date: November Planning Board Meeting
Property Address: 1123 Hernando Street
Property Name: Cond. Use – Wood Vacation Rental
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:

Building Official's or Representative's Signature

Date:

10/25/19



Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee

TECHNICAL REVIEW PROJECT # 19-04000014

Conditional Use – Wood Vacation Rental – 1123 Hernando Street

Comments

FPUA W/WW Engineering: Approved

FPUA Electric & Gas Engineering: No comment



Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.

www.fpua.com



Information

REQUESTED ACTION

Conditional Use - Wright-Ofeimu Vacation Rental -715 S. Ocean Drive, Unit E

LOCATION

715 S. Ocean Drive, Unit E

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 Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends APPROVAL with the following five conditions:

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.

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

The applicant shall file for and obtain St. Lucie County and City of Fort Pierce Business Tax Licenses within thirty (30) days of issuance of a license from the Florida Department of Business & Professional Regulation.

There shall be a limitation of no more than no two (2) vehicles at the site.

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

Attachments

Staff Report

Application & Supporting Documents

Aerial Map

Future Land Use Map

Zoning Map

TRC Comments

Form Review

Form Started By: Vennis Gilmore
Final Approval Date: 06/03/2020

Started On: 06/02/2020 12:55 PM



TO: Members of the City of Fort Pierce Planning Board

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Vennis Gilmore, Planner

RE: Conditional Use Approval – Wright-Ofeimu Vacation Rental
 715 S. Ocean Drive, Unit E

BOARD DATE: June 9, 2020

STAFF REPORT

Owner: Tiffany Wright Ofeimu & Nelson Ofeimu
 3122 Winchester Road
 West Bloomfield, MI 48322

Applicant: Sarah Saffron
 7402 Santa Rosa Parkway
 Fort Pierce, FL 34951

Applicant's Request: Approval of a Conditional Use to operate a Vacation Rental, offering lodging for less than 30 days. The minimum rental period is identified as two days.

Location(s): 715 South Ocean Drive, Unit E

Parcel ID: 2401-504-0005-000-9

Future Land Use: Hutchinson Island Residential (HIR)

Current Zoning: Hutchinson Island Medium Density Residential Zone (R-4A)

Surrounding FLU:

North	East	South	West
HIR	HIR	HIR	HIR

Surrounding Zoning:

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

Utilities: Fort Pierce Utility Authority (FPUA)

Staff Analysis:

Request

In accordance with Sections 22-22 and 22-76 of the City Code, the applicant is requesting the review and approval of a Conditional Use to operate a Vacation Rental at Unit E of the Boardwalk Condominiums, located at 715 S. Ocean Drive. The subject condominium is a one (1)-bedroom and one (1)-bathroom unit with approximately 680 square feet. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of 2 days to guests.

The property is within the South Beach neighborhood, generally situated at the southwest corner South Ocean Drive and Gulfstream Avenue. The subject site is surrounded by multi-family residences to the north, west, east, and south. The subject property has a Future Land Use designation of Hutchinson Island Residential (HIR) with a compatible zoning classification of Hutchinson Island Medium Density Residential (R-4A).



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 30 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 30 days. The rental of a dwelling for periods at a minimum of 31 days, but less than six months, is a "Dwelling Rental," but not a "Vacation Rental."

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

Table 1 – Dwelling & Vacation Rental Definitions

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

Future Land Use and Zoning

The purpose and intent of the R-4A zoning district is to establish height and density regulations for lands located within the city which are situated east of the Indian River. The R-4A zone is compatible with the Medium Density Residential Hutchinson Island designation in the comprehensive plan. Permitted gross residential densities in this district may not generally exceed eight (8) units per acre. Bonus density of up to one additional unit per acre is available as provided for in this section. This district is established because Hutchinson Island is a sensitive barrier island which presents development considerations which are either unique to the area or are of added concern, such as environmental fragility, beach erosion, and hurricane evacuation.

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.

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 Comprehensive Plan and Land Development Code with appropriate restrictions. Therefore, Staff recommends **APPROVAL** with the following five 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 issuance of a license from the Florida Department of Business & Professional Regulation.
- 4) There shall be a limitation of no more than no two (2) vehicles at the site.
- 5) The City of Fort Pierce Business Tax License number shall be included on all advertising.



Conditional Use – No New Construction

Property address or Location 715 S. Ocean Dr, Unit E, Fort Pierce, Florida 34949
 Parcel ID #(s) 2401-504-0005-000-9
 Project description Short term vacation rental permit with 2 day minimum

Tiffany M Wright Ofeimu & Nelson Ofeimu
 Property Owner(s)
3122 Winchester Rd
 Street Address
West Bloomfield, Michigan 48322
 City State Zip
(248) 508-9297
 Phone Number
twrightofeimu@yahoo.com
 Email Address

Sarah Saffron
 Applicant/Representative, Title, Company
7402 Santa Rosa Parkway
 Street Address
Fort Pierce Florida 34951
 City State Zip
(561) 507-9778
 Phone Number
Sarah.marie.saffrone@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.

Tiffany M Wright Ofeimu Nelson Ofeimu
 Property Owner(s) Signature(s)

STATE OF FLORIDA -- MI COUNTY Oakland
 The foregoing instrument was acknowledged before me this 9th day of April, 2020, by
Tiffany M. Wright Ofeimu & Nelson Ofeimu who is personally known to me or has produced
 _____ as identification.

DEBIE L. SHELTON-JACKSON
 NOTARY PUBLIC, STATE OF MI
 COUNTY OF OAKLAND
 MY COMMISSION EXPIRES Apr 3, 2026
 ACTING IN COUNTY OF Oakland

[Signature]
 Signature of Notary

(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 _____ Fees _____ Control # _____ B. Permit # _____
 Intake Planner _____
 Planner Assigned _____
 Approved By _____ Date _____
 Comments _____

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 Type:

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

Site Information:

Building Size 680 sq ft Parking Spaces: 1 + 8 guest spots

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

North	South	East	West
home	home	home	home

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.

Application Outlook



Property Identification

Site Address: 715 S OCEAN DR E
Parcel ID: 2401-504-0005-000-9
Account #: 15012
Map ID: 24/01G
Use Type: 0400
Zoning: HI Medium
City/County: Fort Pierce

Ownership

Tiffany Wright Ofeimu
Nelson Ofeimu
3122 Winchester RD
W Bloomfield, MI 48322

Total Areas

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

Legal Description

BOARDWALK CONDOMINIUM UNIT E

Current Values

Just/Market Value: \$85,000
Assessed Value: \$78,540
Exemptions: \$0
Taxable Value: \$78,540

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: Oct 3, 2019
Book/Page: 4332 / 0009
Sale Code: 0001
Deed: WD
Grantor: Lees Linda
Price: \$109,000

Date: Feb 11, 2019
Book/Page: 4232 / 0810
Sale Code: 0001
Deed: WD
Grantor: Moulton Gary
Price: \$86,500

Date: Oct 13, 2016
Book/Page: 3921 / 2880
Sale Code: 0111
Deed: PB

Grantor:	Moulton Jr (EST) William E
Price:	\$0
Date:	Oct 16, 1998
Book/Page:	1178 / 2515
Sale Code:	XX00
Deed:	WD
Grantor:	Matthew Badalamenti
Price:	\$48,800
Date:	Mar 5, 1998
Book/Page:	1130 / 1513
Sale Code:	XX00
Deed:	WD
Grantor:	Roger J Hites
Price:	\$48,000
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:
 Building Type: X019
 Grade: X19B
 Story Height: 1 Story

Roof Cover:
 Year Built: 1982
 Effective Year: 1982
 No. Units: 1

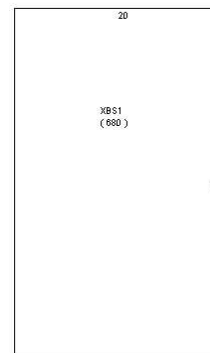
Roof Structure:
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 1
 Full Baths: 1
 Half Baths: 0
 A/C %: 0%

Electric:
 Heat Type:
 Heat Fuel:
 Heated %: 0%

Primary Int Wall:
 Avg Hgt/Floor: 0
 Primary Floors:
 Sprinkled %: 0%



Special Features and Yard Items

Current Year Values

Current Values Breakdown

Building:	\$85,000
Land:	\$0
Just/Market:	\$85,000
Ag Credit:	\$0
Save Our Homes or 10% Cap:	\$6,460
Assessed:	\$78,540
Exemption(s):	\$0
Taxable:	\$78,540

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

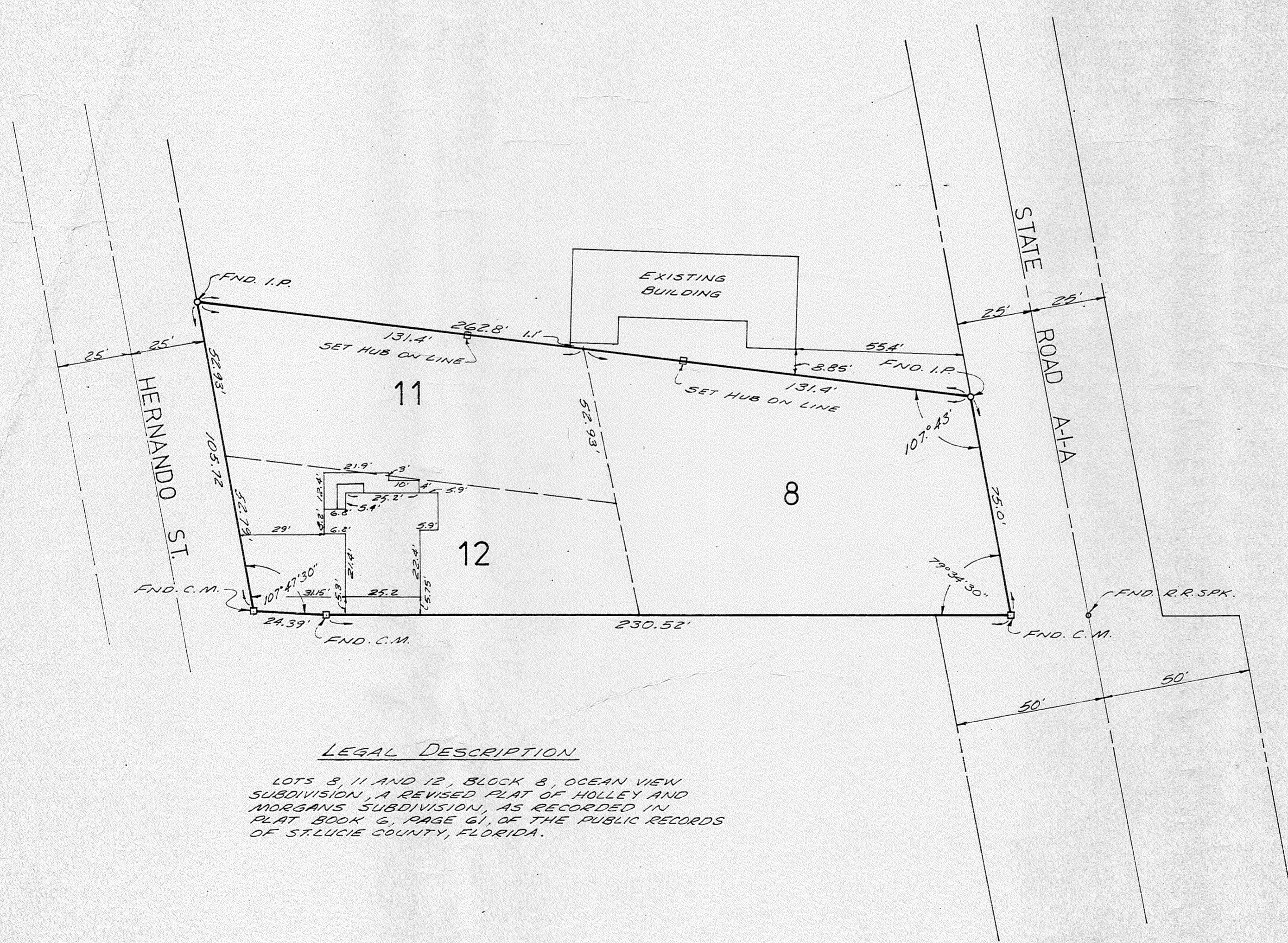
This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

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

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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SCALE: 1" = 30'

LEGAL DESCRIPTION

LOTS 8, 11 AND 12, BLOCK 8, OCEAN VIEW
 SUBDIVISION, A REVISED PLAT OF HOLLEY AND
 MORGAN'S 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.		SURVEY MADE FOR: K.M. BROOKS AND L.M. SPARKS	
 ALFREDO M. LOPEZ, REGISTERED LAND SURVEYOR FLORIDA CERTIFICATE NO. 7252		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

Narrative of Property Objectives
715 South Ocean Drive Unit E, Fort Pierce, Florida 34949

- 1) Short term rentals of a minimum of two days to promote tourism in Fort Pierce and increase revenue to the city.
- 2) Short-term of 31 days or more during season to promote tourism in Fort Pierce and increase revenue to the city.
- 3) Offer gratis to national charities for respite care or fundraising.
- 4) Owner use of property for vacations

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](#).

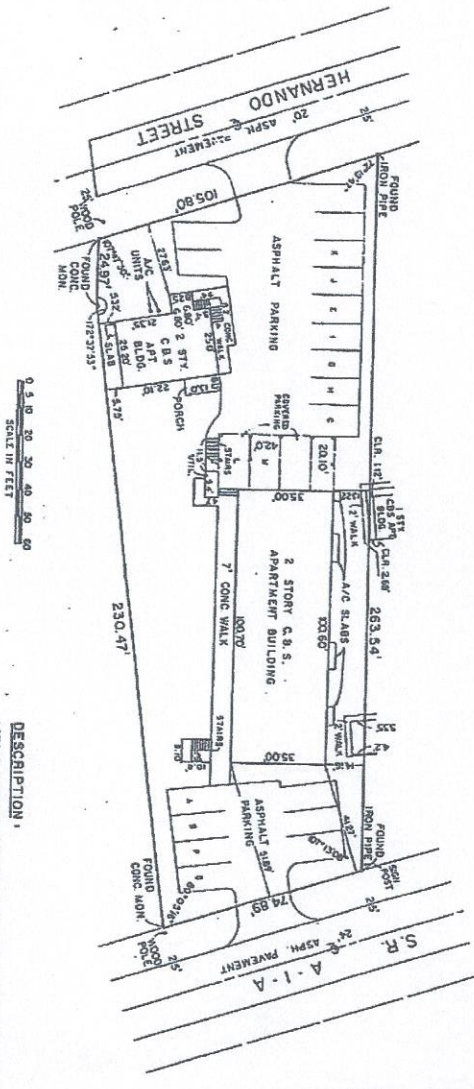
Florida Community Association Manager License Requirements

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.

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



0 10 20 30 40 50 60
SCALE IN FEET

BOARDWALK CONDOMINIUM

EXHIBIT B(1) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

DESCRIPTION:
 LOTS 8, 11 AND 12, BLOCK 5, OCEAN VIEW, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 81, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CERTIFICATION:
 THE UNDERSIGNED, A SURVEYOR, DOXY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE BOARDWALK CONDOMINIUM SHOWN ON THIS PLAN IS IN ACCORDANCE WITH THE EXHIBIT B(1) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY, AS AN ASSOCIATE REPRESENTATION IDENTIFICATION, LOCATION AND BOUNDARIES OF THE IMPROVEMENTS, AND THE AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

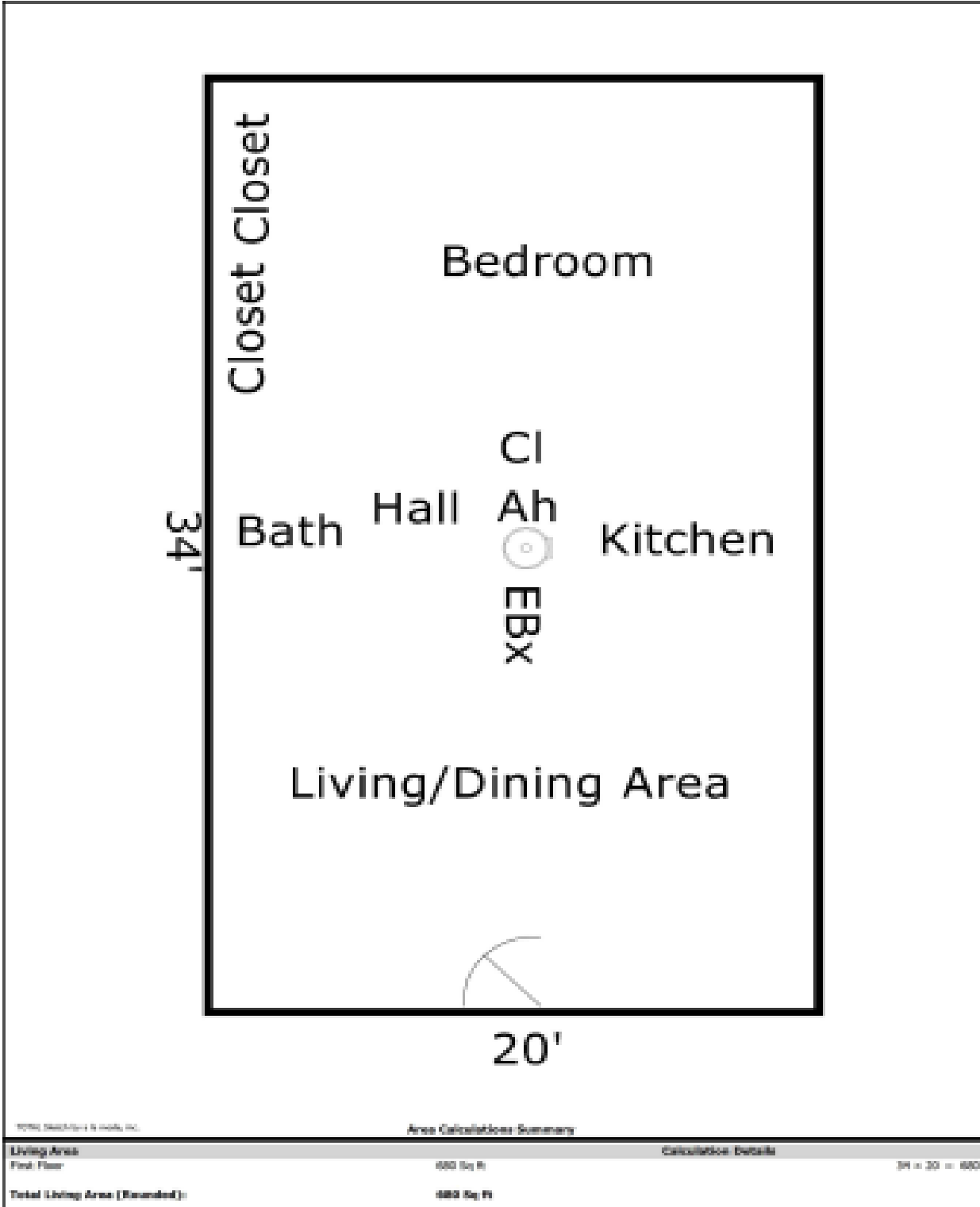
ARTHUR V. STROCK & ASSOCIATES, INC.
 CAROL DE SNEY
 REGISTERED LAND SURVEYOR NO. 3477
 STATE OF FLORIDA

PROJECT	BOARDWALK CONDOMINIUM
DATE	5-18-82
SCALE	1" = 30'
BY	AS
CHECKED BY	AS
DATE	5-18-82

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

EXHIBIT B(i)

Floor Plan for 715 South Ocean Drive, Unit E, Fort Pierce, Florida 34949



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: KOBLER, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
FOUR OFFICE BOX 1000
PORT OF SPAIN, TRINIDAD
TELEPHONE: (868) 461-2028

Dominiqueen 100

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, (hereinafter 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. From 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 the 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 survive the termination of the Condominium Act. All restrictions, covenants, conditions and easements contained herein shall survive the termination of the Condominium Act, 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 persons 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:

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
FOUR FRENCH, FORT PIERCE, FLORIDA 33944
TELEPHONE: 339-244-5026

- 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 property 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 common elements are included. It may be owned by one or more persons and is divided into shares which are referred to as units. Each unit is 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 instrument 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 or conveys the 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, KOBLEBARD, YERL & KENNY, P.A.

FOOT OFFICE 104 1000
 1001 PARKER, N. LINDEN 2348
 1111 W. WASHINGTON, W. 2323

2.14 Institutional Mortgage means a bank, bank holding company, or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by the Federal Reserve, or grantee or assignee, agency of the United States Government, or other lender, its grantee, successors and assigns holding a first mortgage on the parcel 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 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 no 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.

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
FOURTH FLOOR, 1000
FORT HENRY, FLORIDA 32904
TELEPHONE (305) 491-1000

3.2 Unit Boundaries.

(a) Each unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor, and exterior walls. All weight bearing walls and solid concrete columns located within a unit shall constitute common elements up to the unpainted finished surface of the walls and columns. All doors, glass or other walls 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 unit's screened porch are the interior vertical and horizontal surfaces thereof, and the exterior unpainted finished surface of the 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.

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 balconies or walls of the screened porches.

5.2 Responsibility of Association. Except as provided in 5.1 above and unless otherwise provided herein, any expense for the maintenance, repair or replacement of common elements shall be treated and paid for as an expense 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 assessment 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 description 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 description of the improvements is substantially complete so that composite Exhibit B, together with the provisions of this Declaration describing the local condominium property, is an accurate representation of the local condominium property, is an accurate 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 severalty. Each condominium parcel includes the unit, the undivided share of the common elements which the apartment 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 if it exists at any particular time and as the unit may lawfully be used or reconstructed from time to time, which easement shall be terminated from 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;

(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 APPROPRIATION AND PARTICIPATION 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 unit 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 the common expenses and of owing common surplus attributable to each unit shall be as shown on Exhibit C attached hereto and incorporated herein by reference. The respective undivided interests as set forth in Exhibit C shall be carefully established, giving effect to numerous criteria which 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 shall be deemed to have been removed 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.

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 pursuant to 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 separate from the ownership of the ownership of a unit and 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 or more 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 them as the voting member. If a unit is owned by a trust, all of the trustees shall designate one of them as the voting member. The By-Laws of the Association shall govern the voting 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 BOARD/UNIT OWNERS ASSOCIATION, INC. a corporation that not for profit under the laws of the State of Florida. The Declaration 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 anything to the contrary in this Declaration, the parts of the condominium property to maintain and repair liable to unit owners for injury, damage, other than the cost of maintenance and repair, caused by any person, shall not be caused by the elements or other unit owners or persons.

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 defend and demand 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 Condominium have been sold and closed, or until Developer elects to turn over control of the Association to the unit owners; however, such term of office shall first occur, provided, that in no event extend beyond three (3) years after the date of the closing of the Association. The interim election and all subsequent elections shall be held in accordance with the By-Laws of the Association. The interim election and all subsequent elections shall be held in accordance with the By-Laws of the Association. An employee or an agent of any 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 instrument to this Declaration in accordance with the formalities set forth herein. No amendment to the By-Laws shall be adopted which would 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 of the Association by record owners of seventy-five per cent (75%) of all units in the Condominium. The cost of such alteration or improvement shall be a special assessment and so assessed.

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 and walls abutting on the exterior, the baluster and walls abutting on the exterior 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 services are not used by 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, stoves, 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 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

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
K. M. BROOKS (Seal)

Louise M. Sparks
Louise M. Sparks (Seal)

Frank H. Fee, III (Seal)

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.

Garland Stewart
Notary Public, State of Fla. at Largo
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, 12 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, herein after 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 Board of Directors. Except for the initial directors designated in the Articles of Incorporation and any other directors selected by the Board, a director shall be elected to serve for the term of one (1) year, or until his successor has been elected and qualified to serve, and no director 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 special meeting of the remaining directors, though less than a quorum, at the call of a majority in interest 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, KOBLEFELD, TELL & KENNY, P.A.

ATTORNEYS AT LAW
11001 W. U.S. 1
FORT PIERCE, FLORIDA 34947
TELEPHONE: (888) 441-1800

Section 5. Recall: Directors may be recalled and removed from office with or without cause by the vote of a majority of the voting members to recall a Director or Directors 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 determined by the Board of Directors. All other meetings 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 vote of a majority shall be the vote of the Board of Directors. If a quorum 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;

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 officers 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 elected by the Board of Directors, 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 of the Association 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 at a meeting called for by them, and to the members at the annual meeting, and from time to time shall

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 books provided for that purpose; said minute books shall be subject to 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 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

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 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 abide by the same, and to change 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 responsibilities, including the power to execute as the collection of assessments, such actions as the 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, and 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 shall be deemed to be collectively, and 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

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, 1953, at 8:00 PM and each subsequent 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 directors 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 four (4) days before 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,

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 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 conduct 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 shall govern and 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 vote shall only be valid for such meeting or subsequent adjourned meeting if the person entitled to vote is a unit owner or a corporation owns a unit; they shall also certifyicate 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 considered nor shall the presence of such 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 at the meeting. In determining whether the quorum requirement has been met, 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 regulated 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

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. Precedence: 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, any notice is required to be given, such notice shall be deemed to have been given if it is delivered to the person(s) named in such notice, whether before or after the time stated herein, shall 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,

FEE, FEE, KORBEGARD, TEEB, & KENNY, P.A.
ATTORNEYS AT LAW
1000 EAST WASHINGTON AVENUE
TALLAHASSEE, FLORIDA 32301

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 the State of Florida, and the Association and its officers, the Board of Directors and 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 upon the units in the condominium parcels in the proportion of percentage of the common expenses as provided in the Declaration of Condominium.

- (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 paid and assessed 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 paid to the Secretary or Treasurer 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. The amount of any assessment of any 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 decorations 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 for an assessment of the expenses which 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 notified, the Association through the Board of Directors, may proceed to enforce and collect said

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 authorize 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 held on the date specified in the notice which shall be given to the unit owners. If a budget is adopted by the Board of Directors, which requires assessments against the unit owners, which exceed the 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. If a 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.

- (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 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 annual membership meetings as an alternative, and annual membership meetings as an alternative, are hereby adopted in their entirety. 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 betterments to the Association'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

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 facsimile 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 is contemplated, it shall deduct from the proceeds of said sale all sums of money, including 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, By-Laws or these By-Laws, for thirty (30) days after notice from the Association to the unit owner to correct said breach or violation to 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 they may deem appropriate. Any Institutional Mortgagee, as defined in the Declaration of Condominium, of a unit shall be entitled to written notice from the Association of any default by the owner 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,

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; and (3) that the proposed amendment be approved by a majority 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 be made in writing, and the By-Law to be amended, new words to be added, and the words to be deleted, 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.

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 *Deanna M. Spiker*
Its Secretary

APPROVED:
H. M. Bravak
Its President

FEE, FEE, KOBLEBARD, TEEB & KENNY, P.A.
FOURTH FLOOR
ATTORNEYS AT LAW
12500 W. BOULEVARD, SUITE 400
FORT MYERS, FLORIDA 33907

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 Property; Service and delivery vehicles, regardless of classification, during repair 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 713.07, 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 expense. By this provision, each Owner and vehicle Owner provides the Association with the necessary consent to effect the tow.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE COUNTY CLERK'S OFFICE
1000 W. PALM BEACH BLVD.
WEST PALM BEACH, FLORIDA 33411

JANISHE HOLMAN, CLERK

By _____

1-25-2002



2200m
Rena W. Booth
215 So Ocean Drive,
St. Martin St 33444

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

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
William J. Wilkinson
(President)

Omar W. Beard
Omar W. Beard
(Secretary/Treasurer)

DR BOOK 1518 PAGE 2619

Notary Public

STATE OF FLORIDA, COUNTY OF ST. LUCIE
The attached instrument was signed by William J. Wilkinson and Omar W. Beard on this 17 day of April, 2002, which is personally known to me or who has been proved to me by the credible evidence of the witnesses whose names are hereunto subscribed.
TYPE OR PRINT an identification and who did the same take in said

Donna M. Reavis (Signature of Notary)
Donna M. Reavis (Name of Notary, Typed, Printed or Stamped)

OFFICIAL NOTARY SEAL
DONNA M. REAVIS
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION NO. 20080815
MY COMMISSION EXPIRES JULY 5, 2008

OFFICIAL NOTARY SEAL
DONNA M. REAVIS
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION NO. 20080815
MY COMMISSION EXPIRES JULY 5, 2008

BOARDWALK CONDOMINIUM

ESTIMATED OPERATING BUDGET

	Monthly	Annually
<u>Administration of the Association</u>		
Bookkeeping	10.00	120.00
Legal and Bank Expenses	10.00	120.00
Office Supplies	5.00	60.00
Management Fees	-0-	-0-
<u>Maintenance</u>		
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
1001 FIFTH AVENUE, SUITE 2000
NEW YORK, NEW YORK 10020

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.

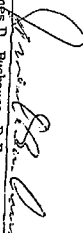
Note 4. There is excluded from this estimate items of expense that are personal to unit owners or which are not uniformly incurred by all unit owners or which are not provided for nor contemplated by the condominium documents; including, but not limited to, private telephone costs, cost of maintenance of the interior of the condominium units to the extent that such maintenance is not the obligation of the condominium or association, the cost of maid or janitorial services, privately contracted for by the unit owners, cost of utilities, privately contracted for by the unit owners, cost of service or supply to his personal premises other than those incurred applicable to the condominium, and costs in 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.

FEE, FEE, KOBLEGARD, TELL & KENNY, P.A.
ATTORNEYS AT LAW
4001 PINECREST BLVD., SUITE 200
PINE CREEK, PENNSYLVANIA 15063
TELEPHONE: (412) 451-5220

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 BISHOUSE & ASSOCIATES, INC.
2136 HAMMONDVILLE ROAD
POMERANO BEACH, FLORIDA 33060


James D. Bishouse, P. E.
Registered Engineer No. 26311
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 T-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 GDBPE. 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 boiler 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 then 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 future. The structural integrity of the buildings appear sound and can be expected to remain so with proper maintenance. The buildings are constructed with C. R. 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.

COMPONENT	Age of the Remaining Component	Life of the Component	A	ESTIMATED CURRENT REPLACEMENT COST OF THE COMPONENT EXPRESSED AS:		
				A PER UNIT AMOUNT, BASED ON EACH UNIT'S PROP. SHARE OF THE COMMON EXPENSE	Efficiency	Approximate 7/0 8/1
1. ROOF a. Built-Up b. Asphalt Shingles	5 years	10	\$10,800.00	N/A	785.45	\$1,080.03
			7,175.00	N/A	521.82	712.49
2. ELEVATORS	N/A	N/A	-0-	N/A	-0-	-0-
3. HEATING & COOLING SYSTEMS a. Ductwork & Air Handler b. Compressor	5 years	19	9,750.00	N/A	709.09	975.00
4. PLUMBING a. Fixtures b. Pipes	5 years	3	7,800.00	N/A	567.27	780.02
			9,750.00	N/A	709.09	975.00
5. BUILDING ELECTRICAL SYSTEMS	5 years	15	13,000.00	N/A	945.45	1,300.03
6. SWIMMING POOL	N/A	25	32,500.00	N/A	2,363.64	3,249.98
7. SEAWALLS	N/A	N/A	-0-	N/A	-0-	-0-
8. PAVEMENT & PARKING AREAS	5 years	17	8,505.00	N/A	618.54	850.53
9. SITE DRAINAGE SYSTEM	N/A	N/A	-0-	N/A	-0-	-0-

JAMES BUSHOUSE & ASSOCIATES, INC.
 2136 Hammondville Road
 Pompano Beach, Florida 33060
 P. O. Box 4562, Margate, Florida 33063

PROJECT:
 715 South Ocean Drive
 Fort Pierce, Florida

APPENDIX "A"

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. BROWN 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 an apartment building in the City of Fort Pierce, State of Florida, known as ROBINSON CONDOMINIUM; hereinafter called the "Condominium", and has submitted or will submit to 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, WHEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the parties mutually agree as follows:

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
1017 HUNTER LEONARD ROAD
FORT PIERCE, FLORIDA 34934
TELEPHONE: 1308-5415252

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 HONORARIK 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 FLORES-QUIJERO 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. The 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. The purchaser and the seller agree to diligently attempt to obtain said loan. If not obtained within said twenty-day period and such diligent attempt had 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

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.

D. 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 1st account, will be prorated as of the date of closing, and 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 Seller's share. 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 Seller agrees to provide to the Purchaser a title insurance policy, 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 mortgage title insurance coverage if the said mortgage coverage will be issued concurrently with the other coverage provided for in Paragraph 7 above.

FEE: FEE: KOBLEBARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
1007 PINE HILL ROAD
MIAMI, FLORIDA 33136
TELEPHONE: 305/411-1420

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, as required by 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 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 be rescinded 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 TO THE PURCHASER, AND RECEIPT BY PURCHASER OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER (SELLER) UNDER SECTION 718.503(2) OF THE 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 project 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 set forth 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

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 provide an acknowledgment that the conveyance is subject to the writing at the said documents. Further, the Purchaser will, in provisions of said documents, confirm and approve all of the provisions of said documents which will apply to the apartment, as security for his obligations as described in the documents, and this Purchase Agreement will acknowledge and agree that said documents and inducements 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 correct mailing address in the place specified below. Notice of 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 caused this Agreement to be executed on the dates as set forth below.

Executed by the Seller on _____, 19____.

WITNESSES: _____ (Seal)
 K. M. BROOKS
 As to Seller

LOUISE M. SPARKS
 "SELLER"
 Executed by Purchaser on _____, 19____.

WITNESSES: _____ (Seal)
 As to Purchasers
 _____ (Seal)
 "PURCHASER"

Purchaser's Mailing Address: _____

-5-
 FEE, FEE, KOBLEGARD, TEEB & KENNY, P.A.
 ATTORNEYS AT LAW
 1401 BAY STREET, SUITE 1000
 PHOENIX, ARIZONA 85014
 TELEPHONE: (602) 441-2020

WARRANTY DEED

THIS WARRANTY DEED made and executed this _____ day of
JULISE 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, the Grantor is hereby acknowledged, hereby grants, bargains, sells, assigns, 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 _____, in Official Record Book _____ 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 easements, 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
P.O. BOX 1000
SEASIDE, FLORIDA 32958
TELEPHONE: (904) 431-1000

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 _____ 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 and lawfully entitled 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 structural, electrical and plumbing elements and improvements, excepting mechanical and plumbing elements serving the other than the one being 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

STATE OF FLORIDA
 COUNTY OF ST. LUCIE

 LOUISE N. SPARKS (Seal)

The foregoing instrument was acknowledged before me this _____ day of _____, 198____, by K. M. BROOKS and LOUISE N. SPARKS.

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

THIS INSTRUMENT WAS PREPARED BY:

FRANK H. FEE, III, Esquire, of
 FEE, FEE, KOBLEGGARD, TEEL & KENNEY, P.A.
 P. O. Box 1000
 Fort Pierce, FL 33454
 (309) 461-5020

FEE, FEE, KOBLEGGARD, TEEL & KENNEY, P.A.
 1500 WEST OFFICE PARK ROAD
 ALBANY, NY 12212
 TELEPHONE (518) 485-1100

RATIFICATION BY GRANTEE

THE UNDERSIGNED, as Grantee in the foregoing Condominium Warranty Deed, hereby acknowledges receipt of all documents described in Section 18.503 of the Florida Condominium Act. I hereby ratify, confirm and approve all of the provisions of said documents and agree to be bound thereby. The undersigned hereby impresses my signature on the apartment described in the foregoing warranty deed as my own and I accept 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
1000 W. PALM BEACH BLVD.
SUITE 1100, PALM BEACH, FLORIDA 33480
TELEPHONE (561) 833-1220

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

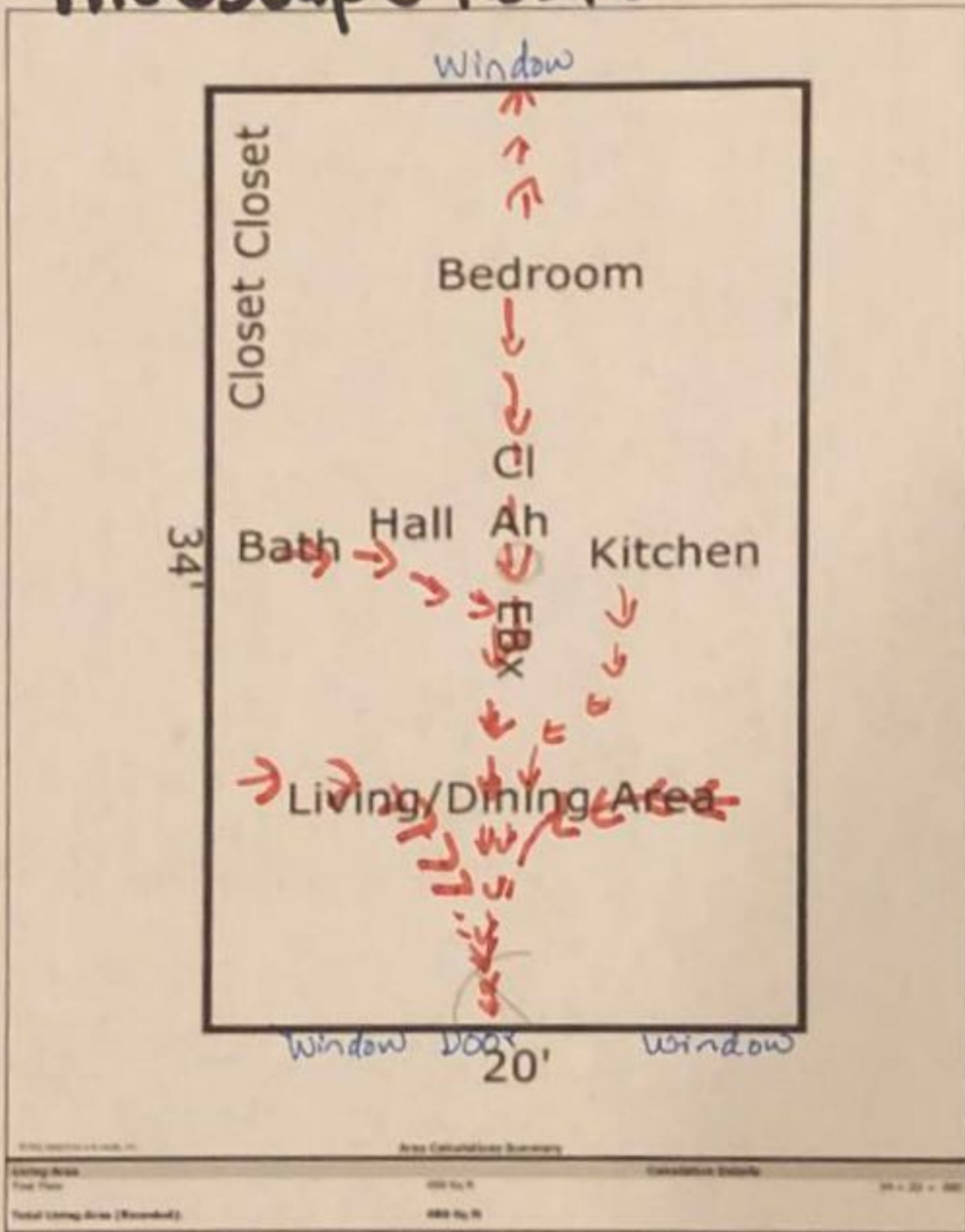
- Remove all trash and dispose of in the dumpster located in the back-parking lot
- Peaceful enjoyment of common areas at reasonable hours without excessive noise or music
- Pets need to remain in compliance with local leash and pet fecal disposal laws.
- Smoking is prohibited
- Park in assigned parking space labeled "E" or "Guest"
- Do not litter
- Wash sand off at the front hose to prevent drain clogs.
- Do not leave air conditioning on with windows and or doors open.
- Do not set A/C lower than 69 Degrees and 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.

Helpful Hints:

1. You enter the access code to unlock the door and when leaving just press the lock icon to lock. The door code will be set to the last four digits of your phone number. Code also control alarm system.
 2. The kitchen is fully equipped, please feel free to use pots, pans, dishes, appliances (toaster, waffle maker, George Foremen grill, rice maker, blender, etc under cabinet). Help yourself to coffee -there is creamer available in the refrigerator.
 3. There are games in the dining area in the drawers of the coffee bar and underneath. Also, you may help yourself to any of the books in the condo.
 4. Bath towels are available in the linen closet. Soap, shampoo and conditioner are also provided. Extra blankets are in bedroom basket and closet.
 5. The bedroom closet has beach chairs, umbrellas, beach towels, and blankets for your use. Please do not take the bath towels onto the beach
 6. Please leave dirty laundry in hamper in closet.
 7. If you are a great cook (like me) and burn something, open door to air out- There is a smoke detector in the kitchen but if it goes to the hallway, that smoke detector will dispatch the fire department.
 8. Contact me when checking out so that I may set the alarm, ordering cleaning, and send back the deposit.
-

Fire Escape Route



Floor Plan for 715 South Ocean Drive, Unit E, Fort Pierce, Florida 34949

Uses

- Bedroom - rest/lounge
- Bath - bodily care
- Closet - storage
- Living Room - lounge/entertainment
- Kitchen - cooking/food prep
- Dining Area - eating/entertainment

VACATION RENTAL SHORT TERM LEASE AGREEMENT

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between Tiffany Wright Ofeimu ("Owner") and _____ ("Guest") as of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a condominium with one (1) bedrooms and one (1) bathrooms located at 715 South Ocean Dr Unit E, Fort Pierce, FL 34949 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- microwave, stove, refrigerator
- small kitchen appliances, pots/pans, cooking utensils, dishes, silverware
- wifi
- bed and bath linens
- Beach towels, chairs, umbrellas
- books and games

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

First Name & Last Name	Relationship to Guest
_____	_____
_____	_____
_____	_____

The total number of adults in the Rental Party will be ____2____. The total number of children in the Rental Party will be ____0____.

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to two (2), unless the Owner gives its prior written consent. A charge of ____NA____ per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is five (5). Any visitor staying

overnight is subject to additional charges. No visitor will be allowed to use the common facilities, including any pools or tennis courts, when Guest is not on the Property.

5. Rental Period & Check-In. The term of this lease will be from _____ (“Arrival Date”) to _____ (“Departure Date”). The Property will be ready for Guest’s occupancy beginning at 3pm on the Arrival Date and the Property must be vacated by 11am on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Property vacate the Property. The Property requires a two (2) night minimum stay.

6. Keys & Access Codes. Owner will provide Guest with door and alarm access codes to the rental. Code is _____.

7. Rental Rules & Restrictions. Guest agrees to abide by the Rules and Regulations of Boardwalk Condominium and any other restrictions imposed by Owner (the “Rules”), attached to this Agreement as Exhibit A, at all times while on the Property and will cause all persons in the Rental Party and any visitors that Guest permits on the Property to abide by the Rules while on the Property. In addition, Guest agrees to abide by the following restrictions by Owner:

- (A) Follow all city, state, and federal laws.
- (B) No smoking in unit
- (C) Pets only with approval

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

8. Reservation Deposit and Payment. Guest agrees to pay the rent and fees described below (the "Total Amount Due"). A deposit in the amount of _____ (the “Reservation Deposit”) is due and payable upon return of this signed Agreement in order to secure Guest’s reservation. The Reservation Deposit is non-refundable and will be applied toward the rental rate. Payment in full of the following fees, less the Reservation Deposit, will be due within _____ days before the Arrival Date.

Rental rate of 300 PER WEEK x 3 WEEKS	_____
Cleaning service fee	_____
Security Deposit	_____
State and local sales/rental taxes (_EXEMPT_)	_____
Total Amount Due	_____
(Less reservation deposit due immediately) (_____)	(_____)
Total Balance Due	_____

Acceptable payment methods are:

- Electronic payment (PayPal, Zelle, Venmo, or CashApp) or cashier check

Checks should be made payable to: Tiffany Wright Ofeimu and sent to: 3122 Winchester Rd, West Bloomfield, MI 48322. A fee of \$50.00 will be charged to Guest for dishonored checks.

9. Security Deposit. Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation in the amount of \$_____. This deposit will be refunded after Guest's departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest's stay.

10. Cancellation. If Guest cancels the reservation less than five (5) days before the Arrival Date, the Total Amount Due will be forfeited.

11. Cleaning. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair. A cleaning fee of \$200 will be charged to the Guest if you is left in poor condition.

12. Furnishings. The following furnishings will be provided with the Property:

- Fully furnished and equipped condo

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

13. Parking. Parking is limited to one (1) spaces. Guest may only park in designated parking area-E. Any illegally parked cars may be subject to towing and/or fines.

14. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

15. Acts of God. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to

occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

16. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

17. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in Paragraph 7.

18. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

19. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Florida (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

20. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

21. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

22. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

23. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- electronic email transmission

24. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

25. Entire Agreement. This Agreement and Exhibit A represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

SIGNATURES

Owner Signature

Guest Signature

Tiffany Wright Ofeimu

Owner Name

Guest Name

Date

Date

EXHIBIT A
RULES & REGULATIONS
of
715 South Ocean Drive Unit E, 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 "E" or "Guest"
- Do not litter
- Wash sand off at the front hose to prevent drain clogs.
- Do not leave air conditioning on with windows and or doors open.
- Do not set A/C lower than 69 Degrees and 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.

Helpful Hints:

1. You enter the access code to unlock the door and when leaving just press the lock icon to lock. The door code will be set to the last four digits of your phone number. Code also control alarm system.

2. The kitchen is fully equipped, please feel free to use pots, pans, dishes, appliances (toaster, waffle maker, George Foreman grill, rice maker, blender, etc under cabinet). Help yourself to coffee -there is creamer available in the refrigerator.

3. There are games in the dining area in the drawers of the coffee bar and underneath. Also you may help yourself to any of the books in the condo.

4. Bath towels are available in the linen closet. Soap, shampoo and conditioner are also provided. Extra blankets are in bedroom basket and closet.

5. The bedroom closet has beach chairs, umbrellas, beach towels, and blankets for your use. Please do not take the bath towels onto the beach

6. Please leave dirty laundry in hamper in closet.

7. If you are a great cook (like me) and burn something, open door to air out- There is a smoke detector in the kitchen but if it goes to the hallway, that smoke detector will dispatch the fire department.

8. Contact me when checking out so that I may set the alarm, ordering cleaning, and send back the deposit.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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.

Owner's Disclosure

(a) Presence of lead-based paint and/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) Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Owner (check (i) or (ii) below):

- (i) Owner has provided Guest with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Guest's Acknowledgment (initial)

(c) _____ Guest has received copies of all information listed above.

(d) _____ Guest has received the pamphlet Protect Your Family from Lead in Your Home.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Signature of Owner	Tiffany Wright Ofeimu Name of Owner	Date
Signature of Guest	Name of Guest	Date

Property Management Agreement

This Agreement is entered between Tiffany Wright Ofeimu (Owner) and Alex Saffron (Property Manager) for the property management of 715 S. Ocean Drive, Unit E, Fort Pierce, FL 34949. Alex Saffron agrees to go on record with City of Fort Pierce as the Property Manager and carry out the duties as needed.

As Property Manager, the following responsibilities are included:

1. Ensure proper response and resolution to complaints and violations of city code.
2. Make basic repairs as needed and/or coordinate the appropriate repair company.
3. Respond to emergencies of guests. Phone number will be displayed in unit.
4. General safety maintenance – i.e.. check fire alarms, change filters
5. Notify owner if out of town during a guest stay.
6. Assist with check in/check out as needed.

In exchange for these duties, Property Manager will be paid for services and any materials. These payments will be mutually agreed on prior to the services rendered.

Signed on: April 9, 2020

Tiffany M. Wright Ofeimu signed electronically 4/9/2020 11:55am

Tiffany M. Wright Ofeimu (Owner)
3122 Winchester Rd.
West Bloomfield, MI 48322



Alex Saffron (Property Manager)
7402 Santa Rosa Pkwy.
Fort Pierce, FL 34951

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](#).

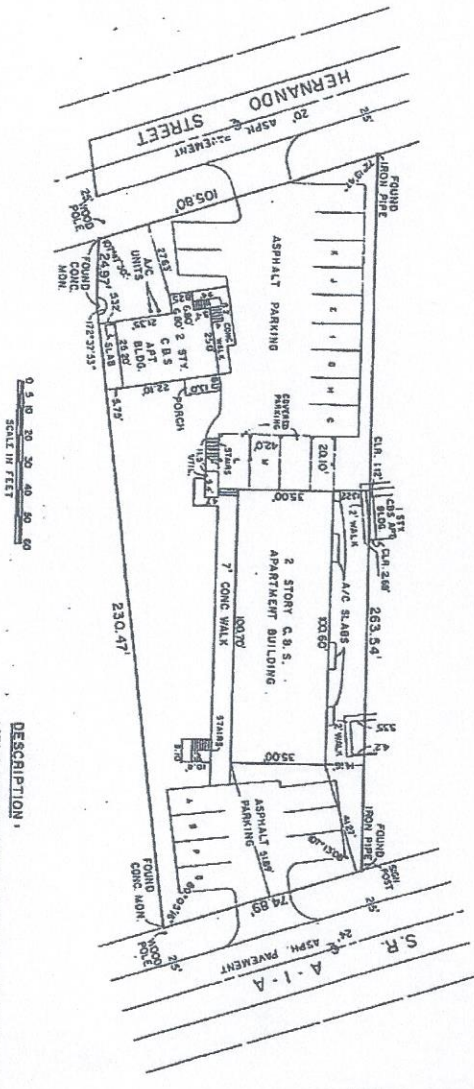
Florida Community Association Manager License Requirements

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.

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



0 10 20 30 40 50 60
SCALE IN FEET

BOARDWALK CONDOMINIUM

EXHIBIT B(1) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM

DESCRIPTION:
 LOTS 8, 11 AND 12, BLOCK 5, OCEAN VIEW, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 81, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

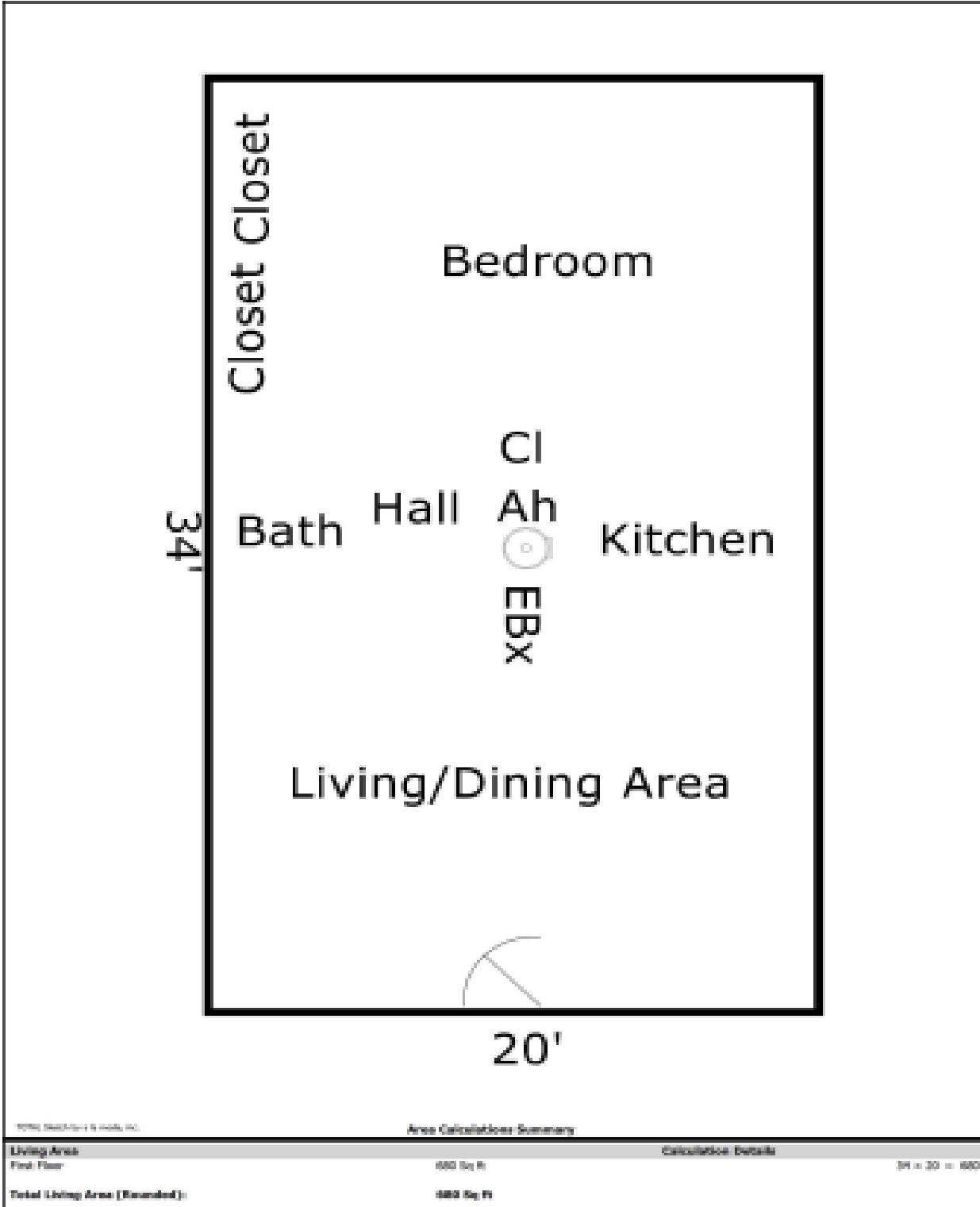
CERTIFICATION:
 THE UNDERSIGNED, A SURVEYOR, DOXY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE BOARDWALK CONDOMINIUM SHOWN ON THIS PLAN IS IN ACCORDANCE WITH THE PLAN THEREOF, AND THAT THE CONSTRUCTION OF THE BOARDWALK CONDOMINIUM SHOWN ON THIS PLAN IS IN ACCORDANCE WITH THE PLAN THEREOF, AND THAT THE CONSTRUCTION OF THE BOARDWALK CONDOMINIUM SHOWN ON THIS PLAN IS IN ACCORDANCE WITH THE PLAN THEREOF.

ARTHUR V. STROCK & ASSOCIATES, INC.
 1000 S.W. 10TH AVENUE
 MIAMI, FLORIDA 33135
 STATE OF FLORIDA

	Arthur V. Strock & Associates, Inc. engineers • planners • surveyors deerfield beach • delray beach, fla.
BOARDWALK CONDOMINIUM	DATE: 5-18-82
DRAWN BY: [Signature]	CHECKED BY: [Signature]
SCALE: 1" = 30'	SHEET NO. 5 OF 5

EXHIBIT B(i)

Floor Plan for 715 South Ocean Drive, Unit E, Fort Pierce, Florida 34949



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, KOBLEKAND, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
FOUR OFFICE BOX 1000
PORT OF SPAIN
TELEPHONE 1 082 4613278

Dominiqueen 100

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, (hereinafter 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. From 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 the 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 survive the termination of the Condominium Act. All restrictions, covenants, conditions and easements contained herein shall survive the termination of the Condominium Act, 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 persons 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:

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
FOUR FRENCH, FORT PIERCE, FLORIDA 33944
TELEPHONE (888) 244-5026

- 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 property 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 common elements are included. It may be owned by one or more persons and is divided into shares which are referred to as units. Each unit is 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 instrument 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 or conveys the 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, KOBLEBARD, YERL & KENNY, P.A.

FOOT OFFICE 104 100
 1001 PARKER, FLORENCE 33404
 TELEPHONE 192-2939

2.14 Institutional Mortgage means a bank, bank holding company, or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by the Federal Reserve, or grantee or assignee, agency of the United States Government, or other lender, its grantee, successors and assigns holding a first mortgage on the parcel 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 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 no 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 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.

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
FOURTH FLOOR, 1300
FORT HENRY, FLORIDA 32904
TELEPHONE (305) 441-0000

3.2 Unit Boundaries.

(a) Each unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor, and exterior walls. All weight bearing walls and solid concrete columns located within a unit shall constitute common elements up to the unpainted finished surface of the walls and columns. All doors, glass or other walls 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 unit's screened porch are the interior vertical and horizontal surfaces thereof, and the exterior unpainted finished surface of the 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.

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 balconies or walls of the screened porches.

5.2 Responsibility of Association. Except as provided in 5.1 above and unless otherwise provided herein, any expense for the maintenance, repair or replacement of common elements shall be treated and paid for as an expense 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 assessment 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 description 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 description of the improvements is substantially complete so that composite Exhibit B, together with the provisions of this Declaration describing the local condominium property, is an accurate representation of the local condominium property, is an accurate 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 severalty. Each condominium parcel includes the unit, the undivided share of the common elements which the apartment 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 if it exists at any particular time and as the unit may lawfully be used or reconstructed from time to time, which easement shall be terminated from 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;

(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 APPROPRIATION AND PARTICIPATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The undivided share in the common elements and limited common elements which 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 unit 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 the common expenses and of owing common surplus attributable to each unit shall be as shown on Exhibit C attached hereto and incorporated herein by reference. The respective undivided interests as set forth in Exhibit C shall be 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 shall be deemed to have been destroyed 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.

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 pursuant to 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 hereof. Membership is automatic upon acquisition of a unit and separate from the ownership 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 or more 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 them as the voting member. If a unit is owned by a trust, all of the trustees shall designate one of them as the voting member. The By-Laws of the Association shall govern the voting 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 BOARD/UNIT OWNERS ASSOCIATION, INC. a corporation that not for profit under the laws of the State of Florida. The Declaration 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 anything to the contrary in this Declaration, parts of the condominium property shall be repaired and repairable to unit owners for injury, damage, or loss, other than the cost of maintenance and repair, caused by any person, if the cost of the repair or maintenance is caused by the Association or caused by the elements or other unit owners or persons.

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 defend and demand 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 Condominium have been sold and closed, or until Developer elects to turn over control of the Association to the unit owners; however, such term of office shall first occur, provided, that in no event extend beyond three (3) years after the date of the closing of the Association. The interim election and all subsequent elections shall be held in accordance with the By-Laws of the Association. The interim election and all subsequent elections shall be held in accordance with the By-Laws of the Association. An employee or an agent of any 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 instrument to this Declaration in accordance with the formalities set forth herein. No amendment to the By-Laws shall be adopted which would 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 of the Association 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.

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 and walls abutting on the exterior, the baluster and walls abutting on the exterior 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 services are not used by 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, stoves, 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 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

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
K. M. BROOKS (Seal)

Louise M. Sparks
LOUISE M. SPARKS (Seal)

Frank H. Fee, III (Seal)

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.

Garland Stewart
Notary Public, State of Fla. at Largo
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, 12 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, herein after 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 Board of Directors. Except for the initial directors designated in the Articles of Incorporation and any other directors selected by the Board, a director shall be elected to serve for the term of one (1) year, or until his successor has been elected and qualified to serve, and if 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 special meeting of the remaining directors, though less than a quorum, at the call of a majority of them, shall be held for the 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

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ATTORNEYS AT LAW
11001 W. U.S. 101, 102, 103
TALLAHASSEE, FLORIDA 32302

Section 5. Recall: Directors may be recalled and removed from office with or without cause by the vote of a majority of the voting members to recall a Director or Directors 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 determined by the Board of Directors. All other meetings 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 vote of a majority shall be the vote of the Board of Directors. If a quorum 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;

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 officers 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 elected by the Board of Directors, 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 of the Association 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 at a meeting called for by them, and to the members at the annual meeting, and from time to time shall

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 books provided for that purpose; said minute books shall be subject to 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 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

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 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 abide by the same, and to change 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 responsibilities, including the power to execute as the collection of assessments, such actions as the 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, the 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 shall be deemed to be collectively, and 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

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, 1953, at 8:00 PM and each subsequent 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 directors 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 four (4) days before 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,

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 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 conduct 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 shall govern and 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 vote shall only be valid for such meeting or subsequent adjourned meeting if the person entitled to vote is a unit owner or a corporation owns a unit; they shall also certifyicate 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 considered nor shall the vote of such owner(s) shall not 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 at the meeting. In determining whether the quorum requirement has been met, 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 regulated 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

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. Precedence: 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, any notice is required to be given, such notice shall be deemed to have been given if it is delivered to the person named in such notice 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 the name of the Association and the depositories appointed by the Board of Directors shall be authorized to sign checks on the Board of Directors and shall be authorized to sign checks on 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 upon the units in the condominium parcels in the proportion of percentage of the common expenses as provided in the Declaration of Condominium.

- (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 paid and assessed 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 payable to the Secretary or Treasurer 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. The amount of any assessment of any 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 decorations 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 for an assessment of the expenses which 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 notified, the Association through the Board of Directors, may proceed to enforce and collect said

-11-
FEE, FEE, KOHLLEGARD, TEEL & KENNY, P.A.

ATTORNEYS AT LAW
FOUR FORTY SEVEN FIFTH AVENUE
NEW YORK, NEW YORK 10018
TELEPHONE (212) 691-5200

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 authorize 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 held on the date specified in the notice which shall be given to each unit owner, but not less than thirty (30) days after such meeting has been requested in writing by a majority of the Board of Directors which requires assessments against the unit owners. Within a 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 less than thirty (30) days after such meeting has been requested in writing by a majority of the Board of Directors which requires assessments against the unit owners. 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.

- (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 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 annual membership meetings as an alternative, and annual membership meetings as an alternative, are hereby adopted in their entirety. 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 betterments to the Association'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

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 facsimile 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 is contemplated, it shall deduct from the proceeds of said sale all sums of money, including 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, By-Laws or these By-Laws, for thirty (30) days after notice from the Association to the unit owner to correct said breach or violation to 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 they may deem appropriate. Any Institutional Mortgagee, as defined in the Declaration of Condominium, of a unit shall be entitled to written notice from the Association of any default by the owner 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,

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; and (3) that the proposed amendment 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 be made in the form of a resolution and the words "and" and "or" 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.

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 *Deanna M. Spiker*
Its Secretary

APPROVED:
H. M. Bravels
Its President

FEE, FEE, KOBLEBARD, TEEB & KENNY, P.A.
FOURTH FLOOR
ATTORNEYS AT LAW
1250 PINEAPPLE AVENUE, SUITE 400
MIAMI, FLORIDA 33130

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 Property; Service and delivery vehicles, regardless of classification, during repair 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 at Towing. If upon the Association's provision of that notice required by Section 713.07, 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 expense. By this provision, each Owner and vehicle Owner provides the Association with the necessary consent to effect the tow.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE COUNTY CLERK'S OFFICE
1000 W. PALM BEACH BLVD.
WEST PALM BEACH, FLORIDA 33411

JANISER HOLMAN, CLERK

By _____

1-25-2002



2200
Rena W. Booth
215 So Ocean Drive,
St. Martin St 33444

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

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
William J. Wilkinson
(President)

Omar W. Beard
Omar W. Beard
(Secretary/Treasurer)

DR BOOK 1518 PAGE 2619

Notary Public

STATE OF FLORIDA, COUNTY OF ST. LUCIE

The attached instrument was signed by William J. Wilkinson and Omar W. Beard on this 17 day of April, 2002, which is personally known to me or who has been proved to me by the evidence of the affidavits of the undersigned.

TYPE OF I.D. in Identification and who did the not take in each

Donna M. Reavis
Donna M. Reavis (Signature of Notary)

Donna M. Reavis
Donna M. Reavis (Name of Notary, Typed, Printed or Stamped)

OFFICIAL NOTARY SEAL
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. 00086815
MY COMMISSION EXPIRES JULY 5, 2005

BOARDWALK CONDOMINIUM

ESTIMATED OPERATING BUDGET

	Monthly	Annually
<u>Administration of the Association</u>		
Bookkeeping	10.00	120.00
Legal and Bank Expenses	10.00	120.00
Office Supplies	5.00	60.00
Management Fees	-0-	-0-
<u>Maintenance</u>		
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

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.

ATTORNEYS AT LAW
1001 FIFTH AVENUE, SUITE 2000
NEW YORK, NEW YORK 10020

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 obligation of the condominium or association, the cost of maid or janitorial services, privately contracted for by the unit owners, cost of utilities, privately contracted for by the unit owners, cost of service or supply to his personal residence, other than those incurred applicable to the condominium, and other than 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.

FEE, FEE, KOBLEGARD, TELL & KENNY, P.A.
ATTORNEYS AT LAW
4001 PINECREST BLVD., SUITE 200
PINE CREEK, PENNSYLVANIA 15063
TELEPHONE: (412) 451-1220

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 BISHOUSE & ASSOCIATES, INC.
2136 HAMMONDVILLE ROAD
POMERANO BEACH, FLORIDA 33060


James D. Bishouse, P. E.
Registered Engineer No. 26311
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 T-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 GDBPE. 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 boiler 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 then 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 future. The structural integrity of the buildings appear sound and can be expected to remain so with proper maintenance. The buildings are constructed with C. R. 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.

COMPONENT	Age of the Remaining Component	Estimated Life of the Component	A	ESTIMATED CURRENT REPLACEMENT COST OF THE COMPONENT EXPRESSED AS:		
				A PER UNIT AMOUNT, BASED ON EACH UNIT'S PROP. SHARE OF THE COMMON EXPENSE	Efficiency	Approximate 7/0 8/1
1. ROOF a. Built-Up b. Asphalt Shingles	5 years	10	\$10,800.00	N/A	785.45	\$1,080.03
2. ELEVATORS	N/A	N/A	7,175.00	N/A	521.82	712.49
3. HEATING & COOLING SYSTEMS a. Ductwork & Air Handler b. Compressor	5 years	19	9,750.00	N/A	709.09	975.00
4. PLUMBING a. Fixtures b. Pipes	5 years	11	7,800.00	N/A	567.27	780.02
5. BUILDING ELECTRICAL SYSTEMS	5 years	15	13,000.00	N/A	709.09	975.00
6. SWIMMING POOL	N/A	25	32,500.00	N/A	2,363.64	3,249.98
7. SEAWALLS	N/A	N/A	-0-	N/A	-0-	-0-
8. PAVEMENT & PARKING AREAS	5 years	17	8,505.00	N/A	618.54	850.53
9. SITE DRAINAGE SYSTEM	N/A	N/A	-0-	N/A	-0-	-0-

JAMES BUSHOUSE & ASSOCIATES, INC.
 2136 Hammondville Road
 Pompano Beach, Florida 33060
 P. O. Box 4562, Margate, Florida 33063

PROJECT:
 715 South Ocean Drive
 Fort Pierce, Florida

APPENDIX "A"

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, AND THE FURNISHED BY A DEVELOPER (SELLER) TO A BUYER.

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between K. M. BROWN 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 an apartment building in the City of Fort Pierce, State of Florida, known as ROBINSON CONDOMINIUM; hereinafter called the "Condominium", and has submitted or will submit to 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, WHEREFORE, in consideration of the mutual promises and undertakings hereinafter set forth, the parties mutually agree as follows:

FEE, FEE, KOBLEGARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
1017 HANCOCK BLVD., SUITE 200
FORT PIERCE, FLORIDA 34934
TELEPHONE: 1308-5415252

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 HONORARIK 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 FLORES-CLAYTON 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. The purchaser's agreement from a lending institution (20) days prior to the date of this agreement for loan is in St. Lucie County, Florida. The purchaser shall co-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 had 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

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.

D. 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 1st account, will be prorated as of the date of closing; and, 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 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 Seller agrees to provide to the Purchaser a title insurance policy, 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 mortgage title insurance coverage if the said mortgage coverage will be issued concurrently with the other coverage provided for in Paragraph 7 above.

FEE: FEE: KOBLEBARD, TEEL & KENNY, P.A.
ATTORNEYS AT LAW
1007 PINE HILL ROAD
MIAMI, FLORIDA 33136
TELEPHONE: 305/411-1420

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, as required by 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 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 be rescinded 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 TO THE PURCHASER, AND RECEIPT BY PURCHASER OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER (SELLER) UNDER SECTION 718.503(2) OF THE 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 project 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 set forth 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

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 provide an acknowledgment that the conveyance is subject to the writing at the said documents. Further, the Purchaser will, in provisions of said documents, confirm and approve all of the provisions of said documents which will apply to the apartment, as security for his obligations as described in the documents, and this Purchase Agreement will acknowledge and agree that said documents and inducements 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 correct mailing address in the place specified below. Notice of 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 caused this Agreement to be executed on the dates as set forth below.

Executed by the Seller on _____, 19____.

WITNESSES: _____ (Seal)
 K. M. BROOKS
 As to Seller

LOUISE M. SPARKS
 "SELLER"
 Executed by Purchaser on _____, 19____.

WITNESSES: _____ (Seal)
 As to Purchasers
 _____ (Seal)

Purchaser's Mailing Address: _____
 "PURCHASER"

-5-
 FEE, FEE, KOBLEGARD, TEEB & KENNY, P.A.
 ATTORNEYS AT LAW
 1401 BAY STREET, SUITE 1000
 PHILADELPHIA, PENNSYLVANIA 19104
 TELEPHONE: (215) 463-2020

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, the Grantor is hereby acknowledged, hereby grants, bargains, sells, assigns, 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 through _____ in Official Record Book _____ 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 easements, 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.

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ATTORNEYS AT LAW
P.O. BOX 1000
SEASIDE, FLORIDA 32082

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 _____ 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 and lawfully entitled 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 improvements including mechanical and plumbing elements serving the other than the one being 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 N. 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 N. SPARKS.

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

THIS INSTRUMENT WAS PREPARED BY:

FRANK H. FEE, III, Esquire, of
 FEE, FEE, KOBLEGGARD, TEEL & KENNEY, P.A.
 P. O. Box 1000
 Fort Pierce, FL 33454
 (309) 461-5020

FEE, FEE, KOBLEGGARD, TEEL & KENNEY, P.A.
 FEE, FEE, KOBLEGGARD, TEEL & KENNEY, P.A.
 FEE, FEE, KOBLEGGARD, TEEL & KENNEY, P.A.
 FEE, FEE, KOBLEGGARD, TEEL & KENNEY, P.A.
 FEE, FEE, KOBLEGGARD, TEEL & KENNEY, P.A.

RATIFICATION BY GRANTEE

THE UNDERSIGNED, as Grantee in the foregoing Condominium Warranty Deed, hereby acknowledges receipt of all documents described in Section 18.503 of the Florida Condominium Act. I hereby ratify, confirm and approve all of the provisions of said documents and agree to be bound thereby. The undersigned hereby impresses my signature on the apartment described in the foregoing warranty deed as my own and 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
1000 W. PALM BEACH BLVD.
SUITE 1100, PALM BEACH, FLORIDA 33480
TELEPHONE (561) 833-1230

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

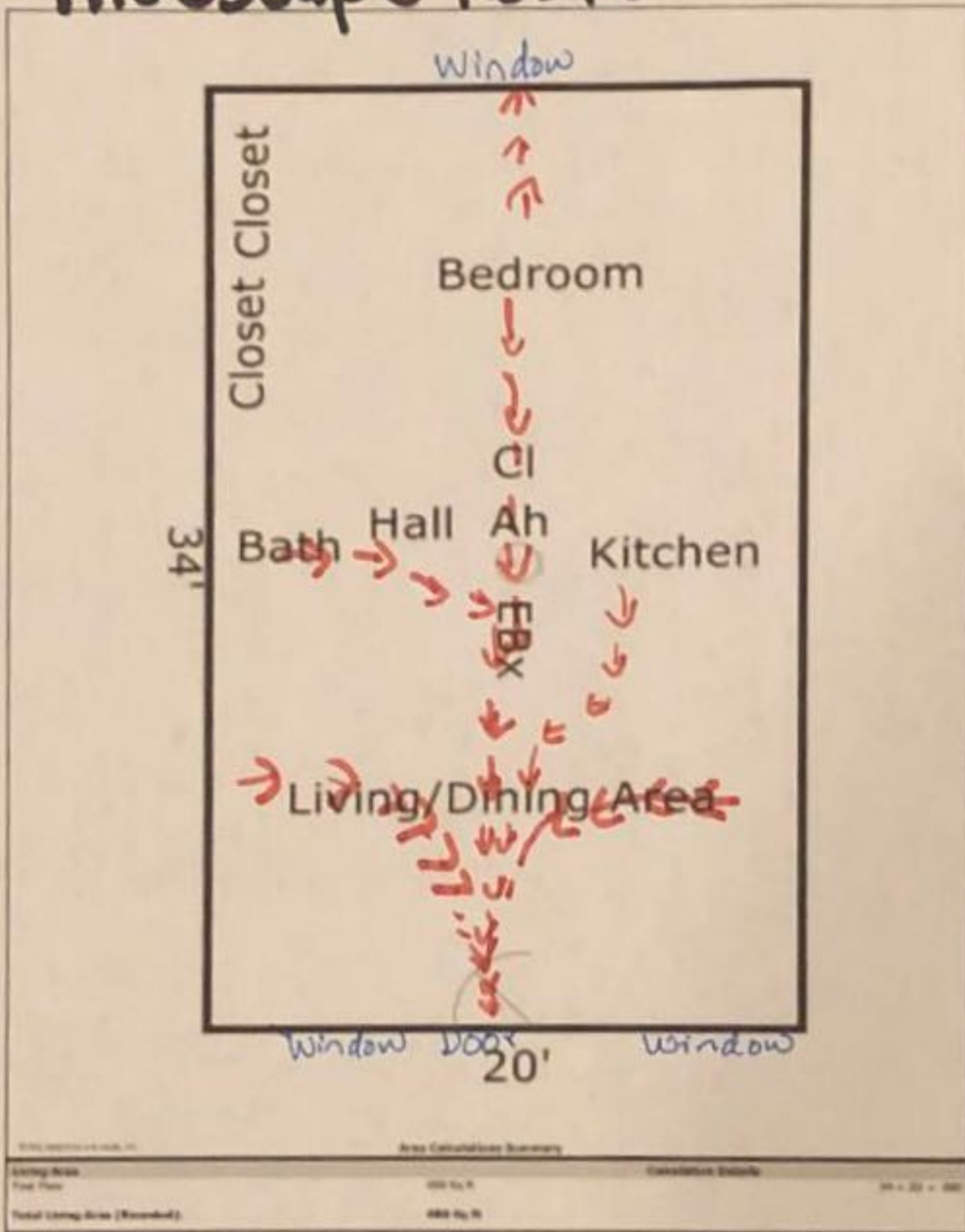
- Remove all trash and dispose of in the dumpster located in the back-parking lot
- Peaceful enjoyment of common areas at reasonable hours without excessive noise or music
- Pets need to remain in compliance with local leash and pet fecal disposal laws.
- Smoking is prohibited
- Park in assigned parking space labeled "E" or "Guest"
- Do not litter
- Wash sand off at the front hose to prevent drain clogs.
- Do not leave air conditioning on with windows and or doors open.
- Do not set A/C lower than 69 Degrees and 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.

Helpful Hints:

1. You enter the access code to unlock the door and when leaving just press the lock icon to lock. The door code will be set to the last four digits of your phone number. Code also control alarm system.
 2. The kitchen is fully equipped, please feel free to use pots, pans, dishes, appliances (toaster, waffle maker, George Foremen grill, rice maker, blender, etc under cabinet). Help yourself to coffee -there is creamer available in the refrigerator.
 3. There are games in the dining area in the drawers of the coffee bar and underneath. Also, you may help yourself to any of the books in the condo.
 4. Bath towels are available in the linen closet. Soap, shampoo and conditioner are also provided. Extra blankets are in bedroom basket and closet.
 5. The bedroom closet has beach chairs, umbrellas, beach towels, and blankets for your use. Please do not take the bath towels onto the beach
 6. Please leave dirty laundry in hamper in closet.
 7. If you are a great cook (like me) and burn something, open door to air out- There is a smoke detector in the kitchen but if it goes to the hallway, that smoke detector will dispatch the fire department.
 8. Contact me when checking out so that I may set the alarm, ordering cleaning, and send back the deposit.
-

Fire Escape Route



Floor Plan for 715 South Ocean Drive, Unit E, Fort Pierce, Florida 34949

Uses

- Bedroom - rest/lounge
- Bath - bodily care
- Closet - storage
- Living Room - lounge/entertainment
- Kitchen - cooking/food prep
- Dining Area - eating/entertainment

VACATION RENTAL SHORT TERM LEASE AGREEMENT

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between Tiffany Wright Ofeimu ("Owner") and _____ ("Guest") as of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a condominium with one (1) bedrooms and one (1) bathrooms located at 715 South Ocean Dr Unit E, Fort Pierce, FL 34949 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- microwave, stove, refrigerator
- small kitchen appliances, pots/pans, cooking utensils, dishes, silverware
- wifi
- bed and bath linens
- Beach towels, chairs, umbrellas
- books and games

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

First Name & Last Name	Relationship to Guest
_____	_____
_____	_____
_____	_____

The total number of adults in the Rental Party will be ____2____. The total number of children in the Rental Party will be ____0____.

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to two (2), unless the Owner gives its prior written consent. A charge of ____NA____ per person per night will be assessed for each person who stays in the Property in addition to the Rental Party. Guest will be charged without notice for additional persons staying in the Property and not disclosed to Owner.

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is five (5). Any visitor staying

overnight is subject to additional charges. No visitor will be allowed to use the common facilities, including any pools or tennis courts, when Guest is not on the Property.

5. Rental Period & Check-In. The term of this lease will be from _____ (“Arrival Date”) to _____ (“Departure Date”). The Property will be ready for Guest’s occupancy beginning at 3pm on the Arrival Date and the Property must be vacated by 11am on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Property vacate the Property. The Property requires a two (2) night minimum stay.

6. Keys & Access Codes. Owner will provide Guest with door and alarm access codes to the rental. Code is _____.

7. Rental Rules & Restrictions. Guest agrees to abide by the Rules and Regulations of Boardwalk Condominium and any other restrictions imposed by Owner (the “Rules”), attached to this Agreement as Exhibit A, at all times while on the Property and will cause all persons in the Rental Party and any visitors that Guest permits on the Property to abide by the Rules while on the Property. In addition, Guest agrees to abide by the following restrictions by Owner:

- (A) Follow all city, state, and federal laws.
- (B) No smoking in unit
- (C) Pets only with approval

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

8. Reservation Deposit and Payment. Guest agrees to pay the rent and fees described below (the "Total Amount Due"). A deposit in the amount of _____ (the “Reservation Deposit”) is due and payable upon return of this signed Agreement in order to secure Guest’s reservation. The Reservation Deposit is non-refundable and will be applied toward the rental rate. Payment in full of the following fees, less the Reservation Deposit, will be due within _____ days before the Arrival Date.

Rental rate of 300 PER WEEK x 3 WEEKS	_____
Cleaning service fee	_____
Security Deposit	_____
State and local sales/rental taxes (_EXEMPT_)	_____
Total Amount Due	_____
(Less reservation deposit due immediately) (_____)	(_____)
Total Balance Due	_____

Acceptable payment methods are:

- Electronic payment (PayPal, Zelle, Venmo, or CashApp) or cashier check

Checks should be made payable to: Tiffany Wright Ofeimu and sent to: 3122 Winchester Rd, West Bloomfield, MI 48322. A fee of \$50.00 will be charged to Guest for dishonored checks.

9. Security Deposit. Owner reserves the right, at its discretion, to charge a security deposit at the time of reservation in the amount of \$_____. This deposit will be refunded after Guest's departure and an inspection of the Property by Owner, less any deductions for damage to the Property or furnishings, excessive mess requiring additional cleaning or other costs incurred outside the normal course due to Guest's stay.

10. Cancellation. If Guest cancels the reservation less than five (5) days before the Arrival Date, the Total Amount Due will be forfeited.

11. Cleaning. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair. A cleaning fee of \$200 will be charged to the Guest if you is left in poor condition.

12. Furnishings. The following furnishings will be provided with the Property:

- Fully furnished and equipped condo

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

13. Parking. Parking is limited to one (1) spaces. Guest may only park in designated parking area-E. Any illegally parked cars may be subject to towing and/or fines.

14. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

15. Acts of God. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to

occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

16. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

17. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the Rules and restrictions set forth in Paragraph 7.

18. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

19. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of Florida (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

20. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

21. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

22. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

23. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- electronic email transmission

24. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

25. Entire Agreement. This Agreement and Exhibit A represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

SIGNATURES

Owner Signature

Guest Signature

Tiffany Wright Ofeimu

Owner Name

Guest Name

Date

Date

EXHIBIT A
RULES & REGULATIONS
of
715 South Ocean Drive Unit E, 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 "E" or "Guest"
- Do not litter
- Wash sand off at the front hose to prevent drain clogs.
- Do not leave air conditioning on with windows and or doors open.
- Do not set A/C lower than 69 Degrees and 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.

Helpful Hints:

1. You enter the access code to unlock the door and when leaving just press the lock icon to lock. The door code will be set to the last four digits of your phone number. Code also control alarm system.

2. The kitchen is fully equipped, please feel free to use pots, pans, dishes, appliances (toaster, waffle maker, George Foreman grill, rice maker, blender, etc under cabinet). Help yourself to coffee -there is creamer available in the refrigerator.

3. There are games in the dining area in the drawers of the coffee bar and underneath. Also you may help yourself to any of the books in the condo.

4. Bath towels are available in the linen closet. Soap, shampoo and conditioner are also provided. Extra blankets are in bedroom basket and closet.

5. The bedroom closet has beach chairs, umbrellas, beach towels, and blankets for your use. Please do not take the bath towels onto the beach

6. Please leave dirty laundry in hamper in closet.

7. If you are a great cook (like me) and burn something, open door to air out- There is a smoke detector in the kitchen but if it goes to the hallway, that smoke detector will dispatch the fire department.

8. Contact me when checking out so that I may set the alarm, ordering cleaning, and send back the deposit.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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.

Owner's Disclosure

(a) Presence of lead-based paint and/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) Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Owner (check (i) or (ii) below):

- (i) Owner has provided Guest with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Guest's Acknowledgment (initial)

(c) _____ Guest has received copies of all information listed above.

(d) _____ Guest has received the pamphlet Protect Your Family from Lead in Your Home.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Signature of Owner	Tiffany Wright Ofeimu _____ Name of Owner	_____ Date
_____ Signature of Guest	_____ Name of Guest	_____ Date

Property Management Agreement

This Agreement is entered between Tiffany Wright Ofeimu (Owner) and Alex Saffron (Property Manager) for the property management of 715 S. Ocean Drive, Unit E, Fort Pierce, FL 34949. Alex Saffron agrees to go on record with City of Fort Pierce as the Property Manager and carry out the duties as needed.

As Property Manager, the following responsibilities are included:

1. Ensure proper response and resolution to complaints and violations of city code.
2. Make basic repairs as needed and/or coordinate the appropriate repair company.
3. Respond to emergencies of guests. Phone number will be displayed in unit.
4. General safety maintenance – i.e.. check fire alarms, change filters
5. Notify owner if out of town during a guest stay.
6. Assist with check in/check out as needed.

In exchange for these duties, Property Manager will be paid for services and any materials. These payments will be mutually agreed on prior to the services rendered.

Signed on: April 9, 2020

Tiffany M. Wright Ofeimu signed electronically 4/9/2020 11:55am

Tiffany M. Wright Ofeimu (Owner)
3122 Winchester Rd.
West Bloomfield, MI 48322



Alex Saffron (Property Manager)
7402 Santa Rosa Pkwy.
Fort Pierce, FL 34951



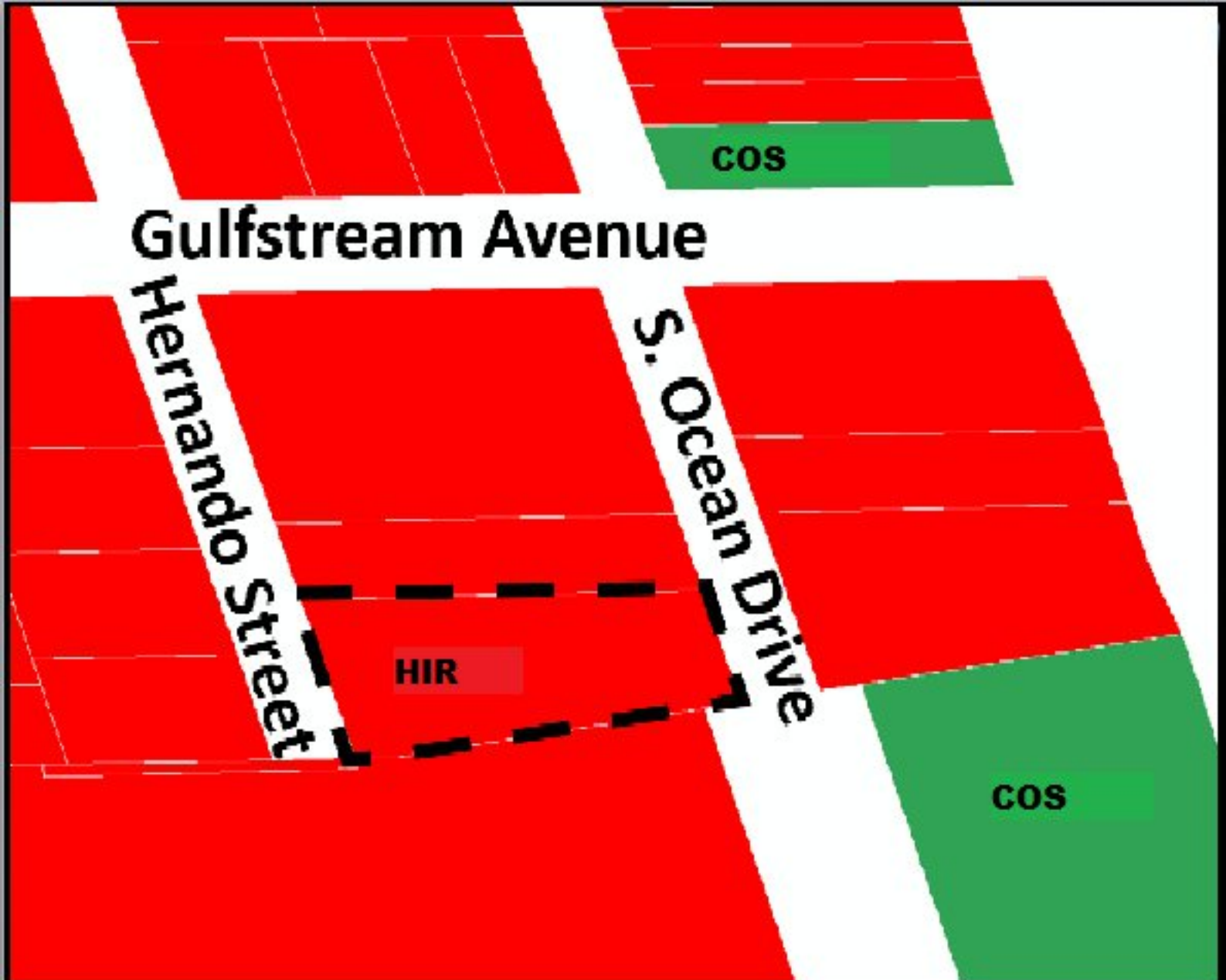
Wright-Ofeimu Vacation Rental

715 S. Ocean Dr., Unit E

Aerial Map



THE SUNRISE CITY
FORT PIERCE
Florida



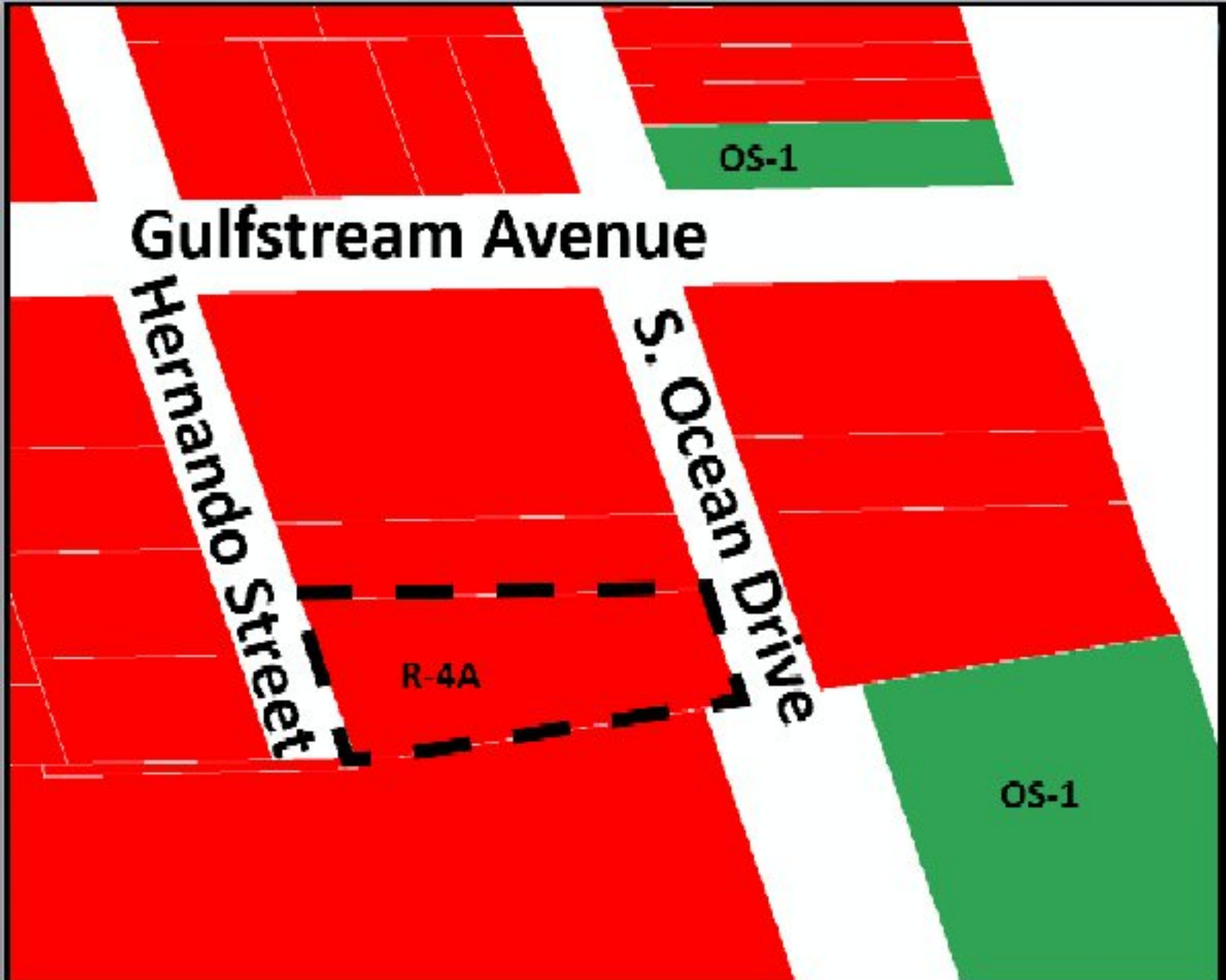
Conditional Use
Wright-Ofeimu Vacation Rental
715 S. Ocean Drive, Unit E

HIR =  **COS** = 



THE SUNRISE CITY
FORT PIERCE
Florida

FLU Map



Conditional Use
Wright-Ofeimu Vacation Rental
715 S. Ocean Drive, Unit E

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



THE SUNRISE CITY
FORT PIERCE
Florida

Zoning Map



Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

May 21, 2020

TECHNICAL REVIEW PROJECT # 20-04000005

Conditional Use – Wright Ofeimu Vacation Rental – 715 S. Ocean Drive, Unit E

Comments

FPUA W/WW Engineering: Approved

FPUA Electric & Gas Engineering: No comment



Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.

www.fpua.com





THE SUNRISE CITY

FORT PIERCE

ENGINEERING DEPARTMENT
Florida



TO : Vennis Gilmore, Planner

FROM : John R. Andrews, P.E., City Engineer

**RE : Wright Ofeimu Vacation Rental – 715 S. Ocean Drive, Unit E
Conditional Use Application - TRC No. 20-04000005**

DATE : May 20, 2020

This is to advise you that we have completed the review of the following documents as received by this office on May 11, 2020:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Conditional Use Application | <input type="checkbox"/> P/D Drawings |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we

- | | | |
|---|---|------------------------------|
| <input checked="" type="checkbox"/> Recommend | <input type="checkbox"/> Do Not Recommend | |
| <input type="checkbox"/> Conditional Use | <input type="checkbox"/> Building Permit | <input type="checkbox"/> 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.

See attached for engineering comments

JRA/VB/vb

Q:\ENGINEERING\Site Development Projects\Addresses\715 S. Ocean\CU\Unit E\CU Approval - 052020.docx



THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"

Florida

Technical Review Committee meeting

May 21st, 2020

Case # 20-0400005

Planner: Vennis Gilmore

Conditional Use.

Wright – Ofeimu vacation rental, 715 South Ocean Dr., Unit E, Ft. Pierce

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.



May 20, 2020

Michelle Longarzo
Slice of Paradise
sliceofparadiseflorida@gmail.com

Subject: 715 S. Ocean Avenue Unit E TRC Comments for May 21, 2020 conference call

Dear Michelle,

Below please find a summary of the comments for the City of Fort Pierce Pre-App meeting.

Fort Pierce Planning Department

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.

Fort Pierce Engineering Department

1. No comment.

Fort Pierce Building Department

1. Vacation rental properties, including transient rentals, shall be regulated through the DBPR, Florida Statute 509.242(c), Florida Administrative Code 61A-43 and will be amended by any future legislation or directives from the State of Florida.
2. A change of use may be required if converting to a transient use (rental for 30 days or less), which may trigger the requirements of the Florida Accessibility Code.
3. The requirement for fire sprinklers will be enforced by the Fire Marshall per chapter 633 of the National Fire Prevention Code. All vacation rental properties shall comply with the minimum safety requirements found in DBPR Form HR 5025-753.

Fort Pierce Police Department

1. No comment.

Fort Pierce Utility Authority

1. No comment.

St. Lucie County Public Works

1. No comment.

Planning Board - 1:00 PM

6. e.

Meeting Date: 06/09/2020

Information

REQUESTED ACTION

Conditional Use - Robbin's Vacation Rental - 1014 S. 7th Street

LOCATION

1014 S. 7th Street

RESPONSIBLE STAFF

Jennifer Hofmeister, AICP, LCAM
Planning Director

RECOMMENDATION

Approval with Conditions

Attachments

Staff Report
project application
Aerial Map
FLU Map
Zoning Map
TRC Comments

Form Review

Form Started By: Jennifer Hofmeister
Final Approval Date: 06/02/2020

Started On: 06/02/2020 10:53 AM



TO: Members of the City of Fort Pierce Planning Board

FROM: Jennifer Hofmeister, AICP, LCAM, Planning Director

RE: **Conditional Use Approval – Robbins Dwelling Rental**
1014 South 7th Street

BOARD DATE: June 9, 2020

STAFF REPORT

Owner: Michael D. Robbins
 1014 South 7th Street
 Fort Pierce, FL 34950

Applicant: Michelle Longarzo
 1425 SW Edinburgh Drive
 Port St. Lucie, FL 34953

Applicant’s Request: Approval of a Conditional Use to operate a Dwelling Rental, offering lodging for less than six (6) months. The minimum rental period is identified as 31 days.

Location(s): 1014 S 7th Street

Parcel ID: 2415-601-0254-000-0

Future Land Use: Residential Low (RL)

Current Zoning: Single-Family Intermediate Density (R-2)

Surrounding FLU:

North	East	South	West
RL	RL	RL	RL

Surrounding Zoning:

North	East	South	West
R-2	R-2	R-2	R-2

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 Dwelling Rental located at 1014 South 7th Street. The subject single family unit is a two (2)-bedroom and two (2)-bathroom single family home with approximately 1,883 gross square feet. The proposed Conditional Use will offer lodging of less than six (6) months with a minimum stay of 31 days to guests.

The property is within in the Pinewood neighborhood, generally situated north of Sunrise Boulevard and south of Parkway Drive. The subject site is surrounded by single family housing to the north, south, east, and west. The subject property has a Future Land Use designation of Residential Low (RL) with a compatible zoning classification of Single-Family Intermediate Density (R-2).



Dwelling Rentals

Pursuant to City Code Section 22-3. – Definitions - Generally, the rental of any dwelling unit for less than six (6) 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 (1) 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 (3) times in a calendar year for periods of less than 31 days or one (1) 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 31 days. The rental of a dwelling for periods of a minimum of 31 days, but less than six (6) 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
<i>Length of Stay</i>	Less than six (6) months	30 days or less
<i>Lodging Type(s)</i>	Non-Transient (more than 30 days)	Transient Lodging
<i>State License Requirement</i>	If rented 30 days or less (Vacation Rental)	Division of Hotels and Restaurants – Vacation Rental
<i>Public lodging establishment (ADA & Misc. Regulations)</i>	If rented 30 days or less (Vacation Rental)	Public lodging establishment

Future Land Use & Zoning

The purpose and intent of the R-2 zoning district is designed mainly for areas of single-family dwellings with an average net density of less than five (5) units per acre for conventional developments. In addition to housing, various public facilities and other nonresidential uses are permitted under the conditions and safeguards.

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.

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 for short-term 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 six (6) 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. Pave the required parking spaces per City Code Section 22-60(c)(6) Surface Material:
 - a. Required parking spaces, access drives, and loading areas must be paved and maintained with concrete, asphalt or similar material of enough thickness and consistency to support anticipated traffic volumes and weights.
 - b. Alternative paving materials or parking surfaces (including pervious surfaces) may be approved by the city engineer if such materials or surfaces are demonstrated to exhibit equivalent wear resistance and load bearing characteristics as concrete or asphalt.

APR 06 2020



THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CITY OF FORT PIERCE
PLANNING & ZONING

Conditional Use – No New Construction

Property address or Location 1014 SOUTH 7th STREET
Parcel ID #(s) 2415-601-0254-000-0
Project description SHORT TERM RENTAL

MICHAEL D. ROBBINS
Property Owner(s)
1014 SOUTH 7th STREET
Street Address
FORT PIERCE FL 34950
City State Zip
863-514-3979
Phone Number
SLICE OF PARADISE FLORIDA@GMAIL.COM
Email Address

MICHELLE LONGARZO
Applicant/Representative, Title, Company
1425 SW EDINBURGH DRIVE
Street Address
PORT ST. LUCIE, FL 34953
City State Zip
772-708-4557
Phone Number
SLICE OF PARADISE FLORIDA@GMAIL.COM
Email Address

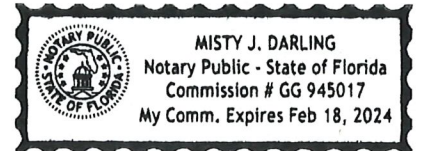
Property Owner(s) Acknowledgements: - This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other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

Michael D Robbins
Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY -Polk
The foregoing instrument was acknowledged before me this 17 day of march, 2020, by
Michael D Robbins who is personally known to me or has produced
Florida Dr. License as identification.

Misty J. Darling
Signature of Notary

(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 _____ Fees _____ Control # _____ B. Permit # _____
Intake Planner _____
Planner Assigned _____
Approved By _____ Date _____
Comments _____

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 Type:

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

Site Information:

Building Size 1923 Parking Spaces: 1.6

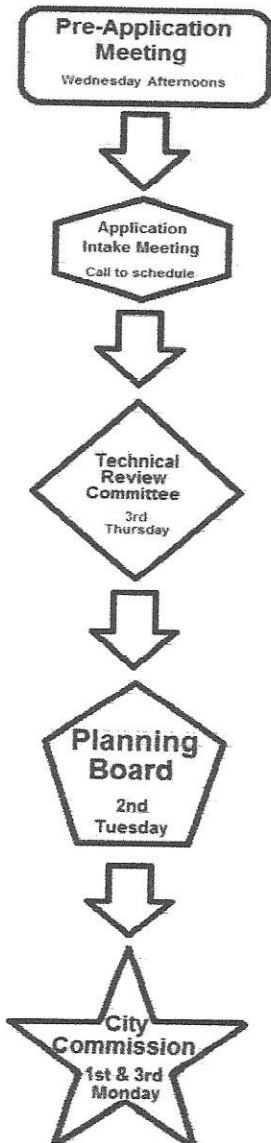
Surrounding Uses: (i.e. single family home, retail, industrial, etc.) SINGLE FAMILY RES.

North	South	East	West
R-2	R-2	R-2	R-2

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.

Application Outlook



RULES & REGULATIONS of 1014 S, 7th Street, Fort Pierce, Florida 34950:

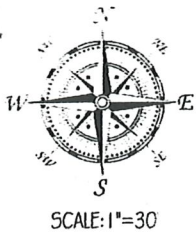
- Remove all trash and dispose of in the provided trash can
- Peaceful enjoyment of common areas at reasonable hours without excessive noise or music
- Pets need to remain in compliance with local leash and pet fecal disposal laws.
- Smoking is prohibited
- Park in the drive way
- Do not litter
- Do 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 house except beach towels, beach folding chairs, sand toys and umbrellas. The exception items need to be returned to the house with the sand washed of prior to entry.
- Do not give out copies of keys to any one other than registered guest.
- 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.
- No illegal drugs allowed on property.
- No toxic chemicals allowed on property.
- Follow all local and state laws.

Management of Property 1014 South 7th Street, Fort Pierce, Florida 34950:

- 1) Provide direct customer service with 24/7 service available by phone, text and e-mail.
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.
- 21) Removal of trash

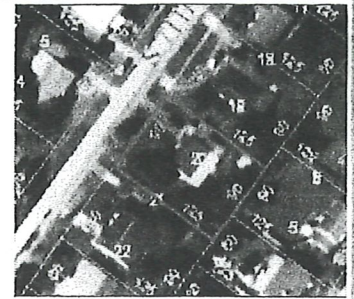
Narrative of Property 1014 South 7th Street, Fort Pierce, Florida 34950:

- 1) Transient rentals from 2 days to 6 months to bring out of area Florida and interstate revenue to promote new tourism in Fort Pierce.
- 2) Register for DBPR, Florida Sales Tax, St. Lucie Business Tax Receipt. Register for Sunbiz, File for EIN # and Fort Pierce Business Tax Receipt.
- 3) Intent to rent with Air BNB and VRBO

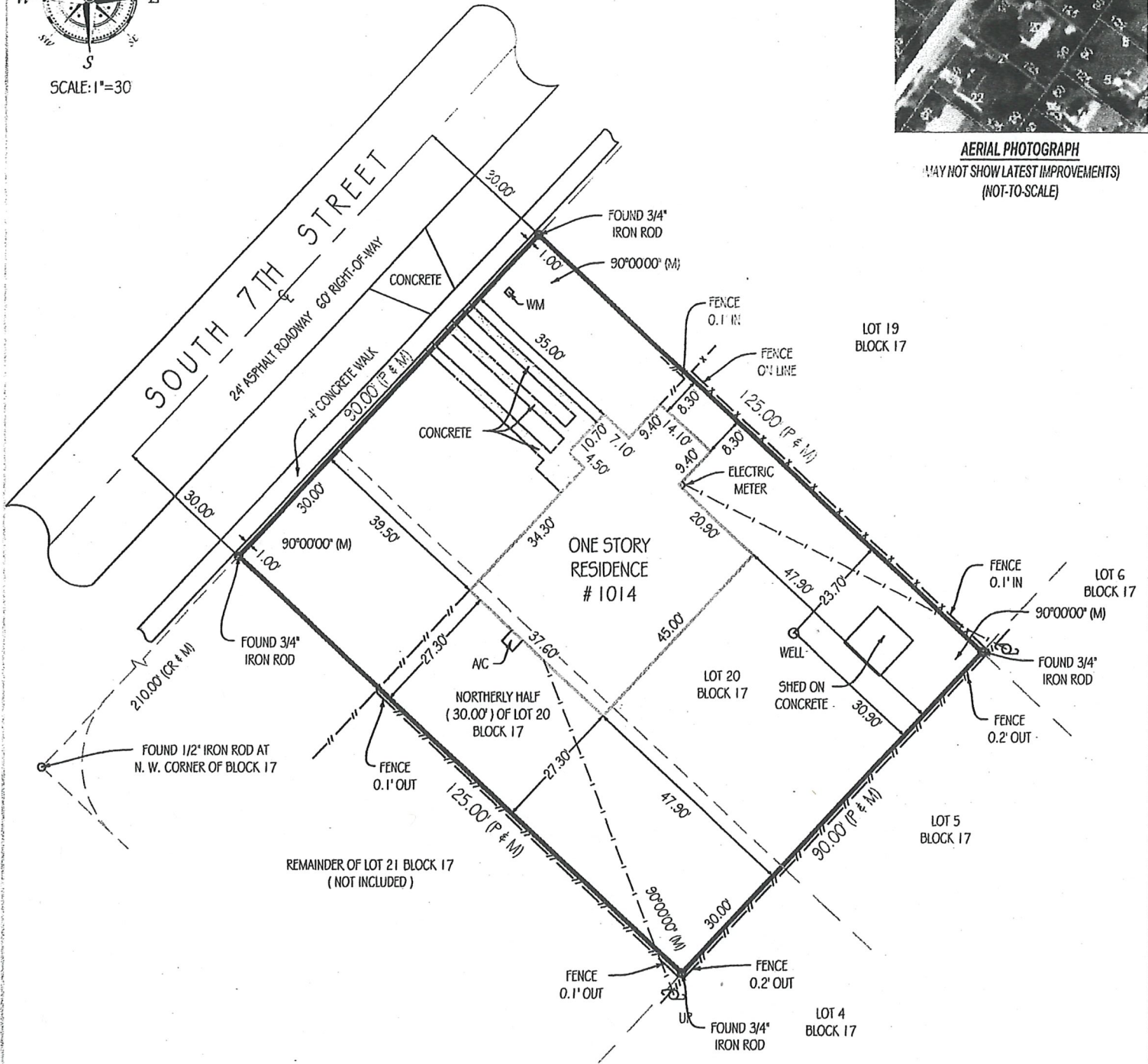


BEARING REFERENCE:

NONE. RECORD INFORMATION RELIANT UPON ANGULAR DATA ONLY.
ALL ANGULAR DATA SHOWN HEREON REFERENCED THERETO



AERIAL PHOTOGRAPH
MAY NOT SHOW LATEST IMPROVEMENTS
(NOT-TO-SCALE)



Platted Easements, Notable or Adverse Conditions (unplatted easements also listed if provided by client):
EVIDENCE OF A UTILITY EASEMENT ALONG WESTERLY PROPERTY LINE (WATER METER)

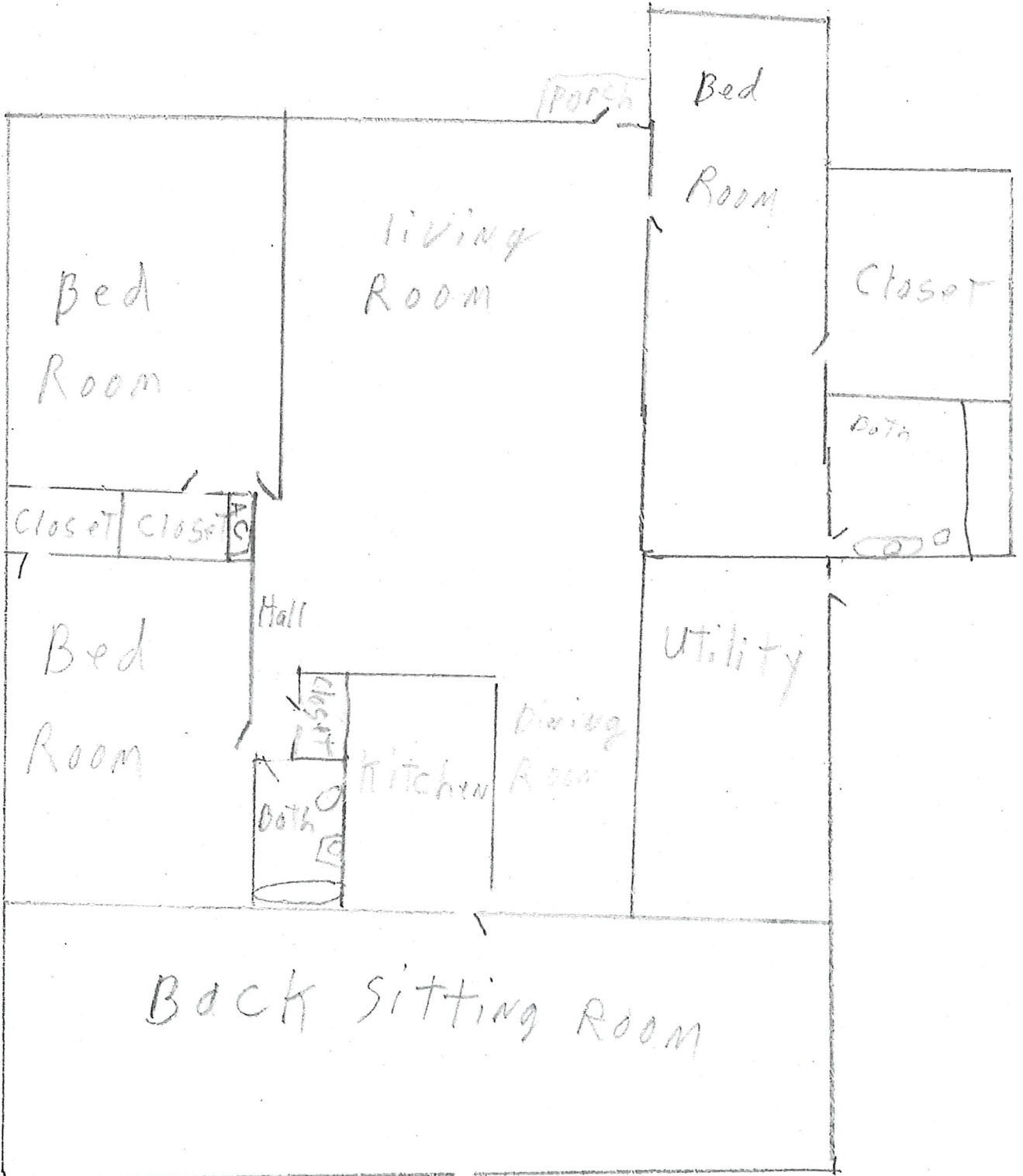
This survey has been issued by the following Landtec Surveying office:
600 Fairway Drive - Ste. 101
Deerfield Beach, FL. 33441
Office: (561) 367-3587 Fax: (561) 465-3145
www.LandtecSurvey.com

PLEASE NOTE: SUBJECT PROPERTY IS SERVICED BY PUBLIC UTILITIES. NO APPROVAL FOR CONSTRUCTION HAS BEEN MADE BY THIS OFFICE.	
Job Number: 87558-SE	Rev.:
Drawn By: B. ZAB	Rev.:
Date of Field Work: 02/13/2018	Rev.:

LANDTEC
SURVEYING
Proudly Serving Florida's Land Title & Real Estate Industries
... measurably better!

1014 7TH ST SOUTH

FRONT



BACK

Property Identification

Site Address: 1014 S 7th ST
Parcel ID: 2415-601-0254-000-0
Account #: 24676
Map ID: 24/15N
Use Type: 0100
Zoning: SF Interme
City/County: Fort Pierce

Ownership

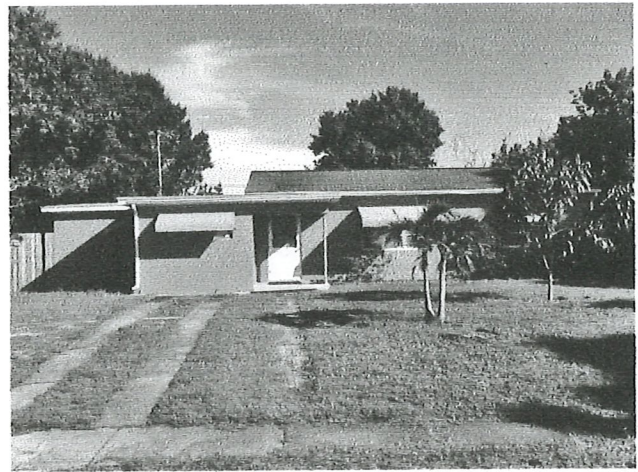
Michael D Robbins
309 5th St S
Dundee, FL 33838-4313

Legal Description

PINEWOOD S/D BLK 17 LOT 20 AND NLY 1/2 OF LOT 21 (OR 4102-2715)

Current Values

Just/Market Value: \$108,900
Assessed Value: \$108,900
Exemptions: \$0
Taxable Value: \$108,900



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.

Total Areas

Finished/Under Air (SF): 1,883
Gross Sketched Area (SF): 1,923
Land Size (acres): 0.26
Land Size (SF): 11,250

Taxes for this parcel: [SLC Tax Collector's Office](#)
Download TRIM for this parcel: [Download PDF](#)

Sale History

Date: Feb 28, 2018
Book/Page: 4102 / 2715
Sale Code: 0001
Deed: WD
Grantor: Camargo Jaime B
Price: \$123,000

Date: Sep 9, 2011
Book/Page: 3323 / 2610
Sale Code: 0001
Deed: WD
Grantor: Davis John R
Price: \$51,500

Date: Jul 13, 2006
Book/Page: 2653 / 2263
Sale Code: XX01
Deed: WD

Property Identification

Site Address: 1014 S 7th ST
Parcel ID: 2415-601-0254-000-0
Account #: 24676
Map ID: 24/15N
Use Type: 0100
Zoning: SF Interme
City/County: Fort Pierce

Ownership

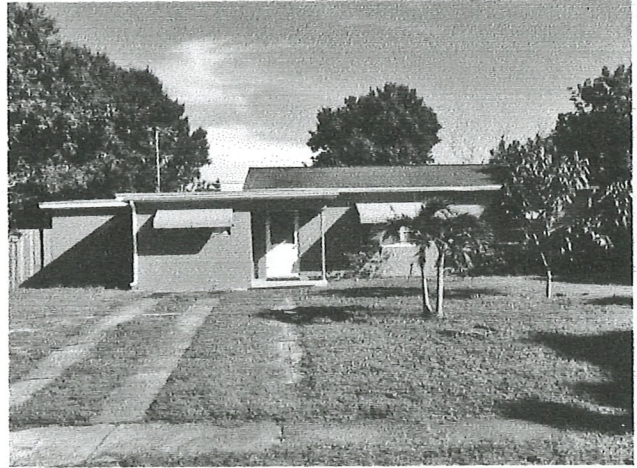
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Total Areas

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Gross Sketched Area (SF): 1,923
Land Size (acres): 0.26
Land Size (SF): 11,250

Taxes for this parcel: SLC Tax Collector's Office

Download TRIM for this parcel: Download PDF

Grantor: Davis Harold E
 Price: \$100
 Date: Jan 1, 1900
 Book/Page:
 Sale Code:
 Deed:
 Grantor:
 Price: \$0

Building Information (1 of 1)

Finished Area: 1,883 SF
 Gross Sketched Area: 1,923 SF

Exterior Data

View:
 Building Type: HC-
 Grade: C-
 Story Height: 1 Story

Roof Cover: Dim Shingle
 Year Built: 1949
 Effective Year: 1978
 No. Units: 1

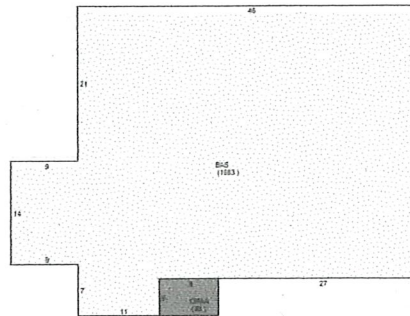
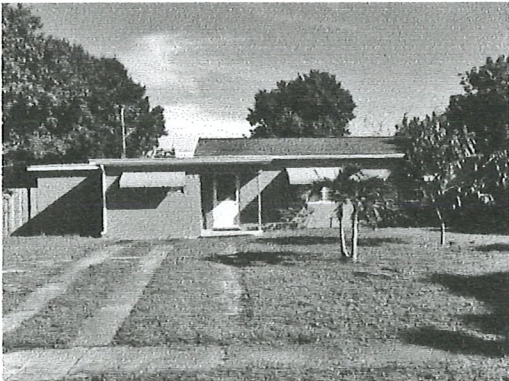
Roof Structure: Gable
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

Interior Data

Bedrooms: 2
 Full Baths: 2
 Half Baths: 0
 A/C %: 100%

Electric: MINIMUM
 Heat Type: FredHotAir
 Heat Fuel: ELEC
 Heated %: 100%

Primary Int Wall:
 Avg Hgt/Floor: 0'
 Primary Floors: Tile-Ceramic
 Sprinkled %: 0%



Special Features and Yard Items

Type: UTILITY AVG
 Quantity: 1
 Units: 100
 Year Built: 1999
 Type: WOOD FEN 6'

Quantity: 1
 Units: 80
 Year Built: 2017

Current Year Values

Current Values Breakdown

Current Year Exemption Value Breakdown

Building: \$90,800
 Land: \$18,100
 Just/Market: \$108,900
 Ag Credit: \$0
 Save Our Homes or 10% Cap: \$0
 Assessed: \$108,900
 Exemption(s): \$0
 Taxable: \$108,900

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
1999	0041	1	Fort Pierce Stormwater Charge	\$69.00

This does not necessarily represent the total Special Assessments 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

Number: R90000179R
 Issue Date: Feb 1, 1990
 Description: Roof
 Amount: \$2,000
 Fee: \$2,000

Number: RF20041320
 Issue Date: Nov 2, 2004
 Description: Roof
 Amount: \$6,760
 Fee: \$0

Number: MC2006106
 Issue Date: May 16, 2006
 Description: Air Conditioning Only
 Amount: \$8,350
 Fee: \$159

Number: DEM
 Issue Date: Nov 17, 2006
 Description: Demolition
 Amount: \$0
 Fee: \$130

Number: SH200683
 Issue Date: Nov 15, 2006
 Description: Shed

Amount:	\$1,000
Fee:	\$50
Number:	BP17-0815
Issue Date:	Mar 23, 2017
Description:	Fence
Amount:	\$1,900
Fee:	\$0

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

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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RENTAL AGREEMENT

_____, owner as a consideration of the agreements of the tenant hereby rents the dwelling located at _____
For the period beginning the _____ day of _____ and monthly thereafter until this agreement is terminated.

TENANT HEREBY AGREES:

1. To pay as rental, the sum of \$ _____ per month, payable in advance from the first day of every month. This amount may be adjusted to compensate for the inflation or additional costs.
2. To pay a late charge of 10% of the rent amount each time rent is not received by 4:00 P.M. on the due date regardless of the cause, including dishonored checks. All returned checks will be subject to the cost and \$50.00. In the event a collection agency becomes necessary to collect any amounts due on this agreement, tenant agrees to pay said commission plus attorney fees.
3. To use property as _____ only.
4. **TENANT TO PAY ALL ATTORNEY AND COURT COSTS INCURRED BY THE OWNER IN ENFORCING THIS AGREEMENT.**
5. Tenant agrees not to assign or sublet any part of this property.
6. Owner may enter the property at any time to inspect, repair, show the property for sale or rent, or to insure compliance with this agreement.
7. This agreement may be terminated at any time by the owner giving fifteen days written notice to the renter. Owner may change any provisions of this agreement in a like manner.
8. Failure to pay rent by the due date at the address of _____ or any other violation of the provisions of this agreement shall result, at the option of the owner, in the termination of this agreement without notice. In the event, owner may enter the property, take possession and exclude tenants therefrom. Any personal property of the tenant may be removed and stored at the expense of the tenant.
9. Tenant agrees to pay for any damage caused by negligence on their part. This refers to the following. This is not all inclusive.
 - screens pushed out by children,
 - nail or screw holes in the walls or woodwork,
 - broken windows,
 - all maintenance on property & structure,
 - grass cut,
 - maintain parking area,
 - light bulbs,
 - air conditioning filter must be kept clean,
10. There are to be **NO PETS of any kind** on said property inside or outside the residence.
11. Landlord shall have the lien granted by law upon all furniture and other property of the tenant for the payment of their rent and any property damage.
12. Owner shall not be liable for any loss of property by fire or any other reason. Tenant agrees to carry insurance on their possessions and to make no claim on the landlord for any reason.
13. Tenant agrees to be responsible for the payment of all utilities including the removal of garbage and rubbish.
14. Tenant agrees to pay a charge of cost plus \$ 50.00 should it ever become necessary to deliver a notice to pay the rent or eviction notice.
15. Release of all deposits will be subject to the following conditions; however, landlord shall have the right to recover any excess cost for cleaning or damage above the deposit.
 - At least one year of rental time has elapsed and written notice of intent to vacate is received by the owner fifteen day prior to vacating.

- The entire dwelling is clean. This includes everything. There is not damage to the property other than normal wear and tear.
- There are no unpaid charges including late charges and unpaid rent outstanding. All keys must also be returned.
- All debris, rubbish and garbage are removed from the property and a forwarding address is left with the owner.

16. Tenant agrees to be responsible for lawn maintenance or pay a charge of \$50.00 plus cost for cutting the lawn.
17. Tenant agrees to be responsible for pest control or pay a charge.
18. Tenant agrees that any changes to the structure or the property must be approved by the owner prior to initiating changes. Any structure changes to building or property will become permanent fixture to the building or property, shall not be removed if tenant vacates property, and said change shall become property of the owner. If Tenant requests changes it must be in writing and is approved by the owner. Tenant is financially responsible for all costs of requested changes and will not be reimbursed by owner.
19. No storage of any kind on the property.
20. To use property as a living quarters only for _____ adults and _____ children.

CLAUSE FOR VISTORS:

There will be an additional cost for visitors after **two** days, \$100.00 per person per week. The first day there is a **pet of any kind**, in the residence; there will be a \$500.00 deposit plus \$500.00 per month pet fee. Yard dog; there will be a \$200.00 deposit plus \$100.00 per month pet fee.


 Tenant Signature Co-Tenant Signature Co-Tenant Signature

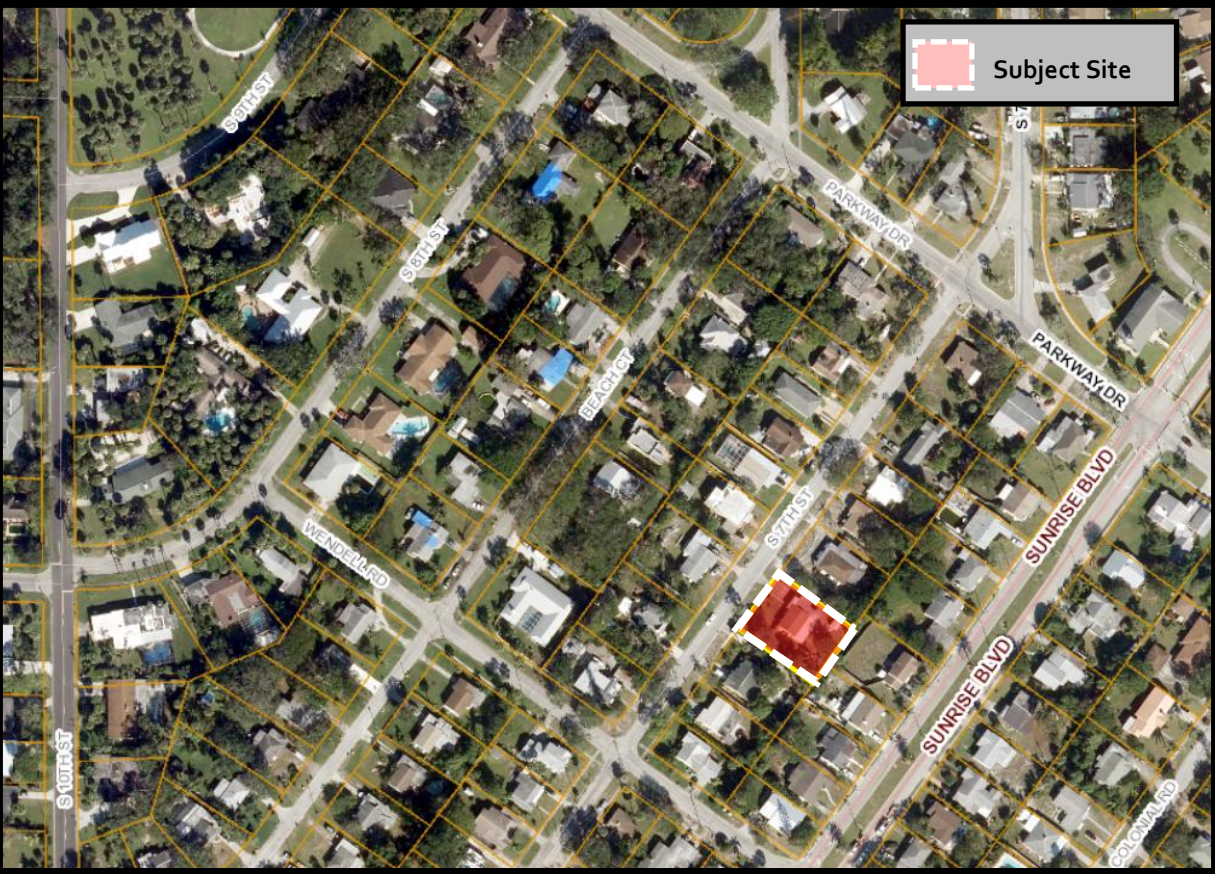
 Tenant Printed Name Co-Tenant Printed Name Co-Tenant Printed Name

Signed by the above parties this _____ day of _____, 20_____.

 Owners Signature

Accepted by Owner this _____ day of _____, 20_____.

 Subject Site



Conditional Use – Dwelling Rental
1014 South 7th Street
Aerial Map





 Subject Site




THE SUNRISE CITY
FORT PIERCE
Florida

Conditional Use – Dwelling Rental
1014 South 7th Street
Future Land Use Map





 Subject Site



Conditional Use – Dwelling Rental
1014 South 7th Street
Zoning Map





May 20, 2020

Michelle Longarzo
Slice of Paradise
sliceofparadiseflorida@gmail.com

Subject: 1014 S. 7th Street TRC Comments for May 21, 2020 conference call

Dear Michelle,

Below please find a summary of the comments for the City of Fort Pierce Pre-App meeting.

Fort Pierce Planning Department

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.

Fort Pierce Engineering Department

1. No comment.

Fort Pierce Building Department

1. Vacation rental properties, including transient rentals, shall be regulated through the DBPR, Florida Statute 509.242(c), Florida Administrative Code 61A-43 and will be amended by any future legislation or directives from the State of Florida.
2. A change of use may be required if converting to a transient use (rental for 30 days or less), which may trigger the requirements of the Florida Accessibility Code.
3. The requirement for fire sprinklers will be enforced by the Fire Marshall per chapter 633 of the National Fire Prevention Code. All vacation rental properties shall comply with the minimum safety requirements found in DBPR Form HR 5025-753.

Fort Pierce Police Department

1. No comment.

Fort Pierce Utility Authority

1. No comment.

St. Lucie County Public Works

1. No comment.

Planning Board - 1:00 PM

6. f.

Meeting Date: 06/09/2020

Information

REQUESTED ACTION

Preliminary Plat - Culverhouse - Thumbpoint Subdivision - Block 1, Portion of Lot 28 and all of Lots 29 and 30

LOCATION

Generally located at or near 1635 Thumb Point Drive

RESPONSIBLE STAFF

Rebeca Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RECOMMENDATION

Approval, subject to one (1) Condition of Approval

Attachments

Staff Report

Application & Supporting Documents

Plat Documents

TRC Comments

Form Review

Form Started By: Rebeca Guerra

Started On: 06/03/2020 09:46 AM

Final Approval Date: 06/03/2020



TO: Members of the City of Fort Pierce Planning Board

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Application for Subdivision – Culverhouse Replat (Thumbpoint Subdivision Replat) Block 1, Portion of Lot 28 and all of Lots 29 and 30, in Fort Pierce, FL**

BOARD DATE: June 9, 2020

STAFF REPORT

Owner: John B. Culverhouse, Sr. and John B. Culverhouse, Jr.
 505 Beach Court
 Fort Pierce, FL 34950

Applicant: William P. Stoddard
 1717 Indian River Boulevard, Suite 201
 Vero Beach, FL 32960

Applicant's Request: Approval of a Replat

Location(s): Culverhouse Replat (Thumbpoint Subdivision Replat): Block 1, Portion of Lot 28 and all of Lots 29 and 30, in Fort Pierce, FL

Parcel ID: 2401-605-0030-000-3 and 2401-605-0028-000-6

Future Land Use: Low-Density Residential (RL)

Current Zoning: Single-Family Low-Density Residential Zone (R-1)

Surrounding FLU:

North	East	South	West
RL	RL	Indian River	RL

Surrounding Zoning:

North	East	South	West
Single Family Intermediate Density R-2	R-1	Indian River	R-1

Parcel Acreage: 1.31 Acres

Staff Analysis:

Request

The applicant is requesting the review and approval of a Preliminary Plat to subdivide approximately 1.31 acres of land for the Culverhouse Replat (Thumbpoint Subdivision Replat) Block 1, Portion of Lot 28 and all of Lots 29 and 30. This subdivision is created to provide for the development of three (3) parcels.

The subject properties have a Future Land Use designation of Low-Density Residential (RL), which is intended for parcels that are best suited for lower density residential uses. The subject properties have a compatible zoning classification of Single-Family Low-Density Residential Zone (R-1). The surrounding properties are all designated with a Future Land Use of RL and are zoned Single-Family Low-Density Residential Zone (R-1), with the exception of the parcels to the north which are zoned Single-Family Intermediate Density (R-2). The surrounding properties are occupied by single-family homes.

The applicant is proposing to reconfigure two platted lots (Lots 29 and 30) and half of another platted lot (Lot 28) into three (3) distinct lots. Each lot will meet the minimum lot width, depth, and area requirements specified by City Code for the RL Zoning District. Additionally, staff has reviewed the application in accordance with Chapter 18 - Subdivisions of the City Code.

Technical Review Committee

All affected departments have reviewed the proposed Replat 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.

Planning Board Review

The Planning Board shall consider whether the following standards have been met in its review of the application:

- (1) Adequate vehicular access and traffic circulation to each lot in the proposed subdivision.

Adequate vehicular access and traffic circulation will be determined at the time of Building Review.

- (2) That adopted levels of service (LOS) standards in the comprehensive plan are not adversely impacted by the proposed plat. If such standards are negatively affected that appropriate mitigation plans as described in this chapter are also included in the proposed plat.

The City of Fort Pierce Engineering Department and Northstar Geomatics have both reviewed this plat and have determined that the adopted Level of Service (LOS) standards in the comprehensive plan are not adversely impacted by this proposed plat.

-
- (3) That other applicable comprehensive plan policies are addressed by the proposed plat.

The City of Fort Pierce Engineering Department and Northstar Geomatics have both reviewed this plat and have determined that all applicable comprehensive plan policies are addressed by the proposed plat.

Staff Recommendation

The Preliminary Plat meets the above standards of the City's Land Development Code and Comprehensive Plan. Therefore, Staff recommends the Planning Board recommend **APPROVAL** of the request with the following one (1) Condition of Approval:

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

September 12, 2019

Rebecca Guerra, AICP
Assistant Planning Director
City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 34950

Re: Culverhouse – 1629 and 1635 Thumb Point Drive
Minor Replat Application
TRC No. 18-09000001

Dear Ms. Guerra,

Enclosed, please find the following documents for the proposed replat of Lots 30, 29 and east half of Lot 28 of Thumb Point Subdivision and responses to your comment letter dated January 24, 2019 for your review and approval:

- Copy of Minor Replat Application (Originally submitted on December 19th, 2018)
- Copy of Warranty Deed (Originally submitted on December 19th, 2018)
- Replat of Lots 30, 29 and east half of Lot 28 (1 original, 13 copies)
- Title Commitment of replat (14 copies)
- CD with PDF files of the above

Responses to January 24, 2019 Comment Letter:
Engineering – John R. Andrews, P.E., City Engineer

1. See attached plat, for review and approval

Surveying – Rod Reed, PLS

1. No comments – Acknowledged.

FPUA W / WW Engineering

1. Approved, No comment – Acknowledged.

FPUA Electric & Gas Engineering

1. Approved, No comment – Acknowledged.

Building Department

1. No comments at this time – Acknowledged.

Police Department

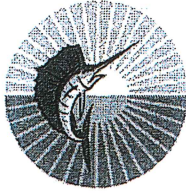
1. No comments at this time – Acknowledged.

Please be sure to include the owner's attorney, Frank H. Fee, III on all future correspondence. The application has been updated to include his information. Upon your review, should you have any questions, or require further information, please feel free to contact me at our office. Thank you.

Sincerely,



William P. Stoddard, Ph.D., P.E.



THE SUNRISE CITY
FORT PIERCE
 PLANNING DEPARTMENT
Florida

Subdivision

Property address or Location 1629 and 1635 Thumb Point Drive, Fort Pierce, FL 34949
 Parcel ID #(s) 2401-605-0030-000-3; 2401-605-0028-000-6
 Project description Minor replat of Lots 30, 29 and east half of Lot 28 of Thumb Point Subdivision

Property Owner(s)
 John B. Culverhouse, Sr. and John B. Culverhouse, Jr.
 Street Address
 505 Beach Court,
 City State Zip
 Fort Pierce FL 34950
 Phone Number
 561-716-4725
 Email Address
 johnculverhouse2020@gmail.com

Schulke, Bittle & Stoddard, LLC
Applicant/Representative, Title, Company
 William P. Stoddard, Ph.D., P.E.
 Street Address
 1717 Indian River Boulevard, Suite 201
 City State Zip
 Vero Beach FL 32960
 Phone Number
 772-770-9622
 Email Address
 wstoddard@sbsengineers.com

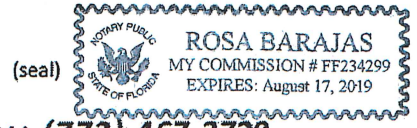
Applicant Attorney:
 Frank H. Fee, III, Esquire
 Fee, Yates & Fee, PLLC
 426 Avenue A
 Fort Pierce, FL 34950
 Phone: 772-461-5020
 Email: ffee@feeyateslaw.com

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.

John B. Culverhouse, Sr.
John B. Culverhouse, Jr.
 Property Owner(s) Signature(s)

STATE OF FLORIDA St. Lucie COUNTY
 The foregoing instrument was acknowledged before me this 6th day of December 2018, by John B Culverhouse, Sr., and John B Culverhouse, Jr. who is personally known to me or has produced Florida Drivers License as identification.

Rosa Barajas
 Signature of Notary
 Rosa Barajas,
 Notary Public



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

SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- A copy of the deed Signed and sealed survey
- Concurrency application, complete
- Complete, notarized application

SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- Street construction plans Electric Infrastructure plans
- Water & Sewer system construction plans Gas Infrastructure plans
- Stormwater Retention plans Complete, notarized application

SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed Signed and sealed survey
- Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- Complete, notarized application

SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
 - proposed lots, including acreage, square footage, & dimensions.
 - any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- Complete, notarized application

Return to:

John B. Culverhouse, Sr.
1635 Thumb Point Drive
Fort Pierce, Florida 34949

This Instrument prepared by:

John B. Culverhouse, Sr.
1635 Thumb Point Drive
Fort Pierce, Florida 34949

Parcel I.D. (Folio) No. 2401-605-0030-000/3

Parcel I.D. (Folio) No. No. 2401-605-0028-000/6

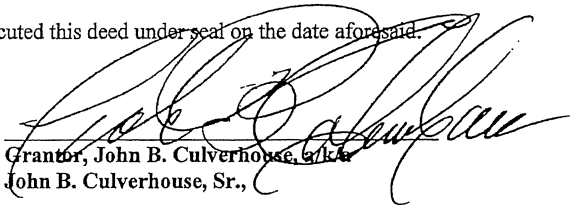
QUITCLAIM DEED

THIS INDENTURE made on March 22nd, 2016, by and between **John B. Culverhouse, a unmarried widower, a/k/a John B. Culverhouse, Sr., 1635 Thumb Point Drive, Fort Pierce, Florida 34949, hereinafter referred to as Grantor, and John B. Culverhouse, a unmarried widower, a/k/a John B. Culverhouse, Sr., and John B. Culverhouse, Jr., his Son, a single man, as Joint Tenants with Rights of Survivorship, 1635 Thumb Point Drive, Fort Pierce, Florida 34949, hereinafter referred to as Grantee, in the State of Florida.**

WITNESSETH: That said Grantor, for and in consideration of :LOVE AND AFFECTION, and other valuable consideration, receipt whereof is hereby acknowledged, has remised, released and quitclaimed and granted, bargained, sold and conveyed to the Grantee and to the Grantee's heirs and assigns forever, all of the rights, title, interest and claim of Grantor in and to **the land in Saint Lucie County, Florida, more particularly described in the attached "SCHEDULE A" which is incorporated herein and made a part hereof. Said lands having street addresses of 1635 Thumb Point Drive, Fort Pierce, Florida 34949, Parcel I.D. No. 2401-605-0030-000/3 and 1629 Thumb Point Drive, Fort Pierce, Florida 34949, Parcel I.D. No. 2401-605-0028-000/6.** Grantor is the owner of the lands being conveyed and warrants the title thereof. This Deed is being granted for the purpose of Estate Planning.

TO HAVE AND TO HOLD the above described premises, with the appurtenances appertaining thereto, unto the Grantee, the Grantee's heirs, and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed under seal on the date aforesaid.


Grantor, John B. Culverhouse, a/k/a
John B. Culverhouse, Sr.,

Signed in the presence of:

WITNESSES AS TO THE GRANTOR:

SCHEDULE "A"

Parcel I

All of Lot 29 and the easterly one-half of Lot 28, being more particularly described as follows:

Beginning at the NE corner of Lot 28, run Westerly along the Northerly line of Lot 28, 42.50 feet, thence run Southeasterly to a point on the South line of Lot 28, said point being 81.72 feet East of the Southwest corner of Lot 28, thence run East and Northeasterly 81.73 feet to the Southeast corner of Lot 28, thence run Northwesterly 205.3 feet to the Point of Beginning. All of the above being in Block 1, THUMB POINT, as recorded in Plat Book 10, page 79, of the Public Records of St. Lucie County, Florida.

Parcel II

Lot 30, Block 1, THUMB POINT, according to the Plat thereof recorded in Plat Book 10, page 79, of the Public Records of St. Lucie County, Florida.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 749306	Revision Number: None	Issuing Office File Number: CULVERHOUSE	Issuing Office: 61001
Property Address: 1635 & 1629 Thumb Point Drive Fort Pierce, FL 34949	Loan ID Number:	ALTA Universal ID: None	Issuing Agent: Fee & Fee, P.L.L.C.

1. Commitment Date: June 18, 2019 at 11:00 PM

2. Policy to be Issued: Proposed Policy Amount:
OWNER'S: ALTA Owner's Policy (06/17/06). (With Florida Modifications) \$200,000.00

Proposed Insured: To Be Determined

MORTGAGEE:

Proposed Insured:

MORTGAGEE:

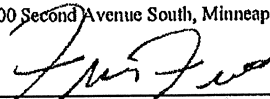
Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is **FEE SIMPLE** (Identify estate covered, i.e., fee, leasehold, etc.)

4. Title to the estate or interest in the Land is at the Commitment Date vested in:
John B. Culverhouse, a/k/a John B. Culverhouse, Sr. and John B. Culverhouse, Jr.

5. The Land is described as follows:
See Exhibit A

Old Republic National Title Insurance Company
400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111



AUTHORIZED SIGNATORY

Fee & Fee, P.L.L.C.

61001

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: CULVERHOUSE

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from John B. Culverhouse, a/k/a John B. Culverhouse, Sr. and John B. Culverhouse, Jr., joined by spouses, if married, or nonhomestead language, to the proposed purchaser(s).
5. Record satisfaction of the mortgage from John B. Culverhouse and Susan D. Culverhouse to PNC Bank, N.A. fka Harbor Federal Savings Bank dated July 31, 2006, and recorded in O.R. Book 1893, Page 1035, Public Records of Saint Lucie County, Florida.
6. Record dismissal of court action with prejudice and discharge of Lis Pendens recorded in O.R. Book 4232, Page 1448, Public Records of Saint Lucie County, Florida, in that certain Case No. 562019CA230 in the Circuit Court of Saint Lucie County, Florida. For involuntary dismissal, the appeal period must expire.
7. Record satisfaction of the revolving credit mortgage in favor of PNC Bank, N.A. fka Harbor Federal Savings Bank recorded July 31, 2006, in O.R. Book 2624, Page 744, as affected by Modification Agreement recorded in O.R. Book 2682, Page 2489, Public Records of Saint Lucie County, Florida.
8. Prior to closing: send estoppel request to lender with written authorization by the borrower advising of pending transaction and requesting lender to freeze the account; verify the amount outstanding on the day of closing; and obtain new estoppel if the outstanding amount is different from original estoppel.
9. Obtain affidavit from mortgagor(s) referencing the loan number and the payoff remittance amount, and affirming that: (i) the account is to be closed; (ii) mortgagors have made no advances or withdrawals of funds within 30 days prior to the closing, and mortgagors will not request any advances or withdrawals of funds; and (iii) all checks, credit and/or ATM cards or other credit devices for the account were surrendered to the closing agent or destroyed.
10. Send the payoff check or proof of wire with seller's instructions to close the account to the lender with a demand for the Satisfaction of Mortgage.

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OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-I

Issuing Office File Number: CULVERHOUSE

11. Certified copy of Death Certificate of Susan D. Culverhouse, deceased, must be filed of record, or, if same is not available, then record an affidavit from a person with actual knowledge or who has reviewed a certified copy of said death certificate who can attest to facts surrounding the death of Susan D. Culverhouse.
12. Record affidavit of John B. Culverhouse Sr. establishing that the marriage between him and Susan D. Culverhouse, deceased, was continuous and uninterrupted from a time prior to their taking title to the subject property until her death.
13. Proof of proper estate tax clearances must be recorded with respect to the Estate of Susan D. Culverhouse, deceased. Alternatively, proof may be recorded establishing that the transfer of title to the subject property to the proposed insured purchaser(s) will divest the lien for federal estate taxes under 26 U.S.C., Sec. 6324 (a) (2) and the lien for Florida estate taxes under Sec. 198.22, F.S., e.g., arm's-length affidavit.
14. The Company has no liability under this commitment until an endorsement is issued stating the names of the proposed insured. Once the proper names are provided, The Company reserves the right to make additional requirements and/or exceptions.
15. A title update commencing from the commitment date must be performed prior to closing. The commitment must be endorsed to require clearance of any title defects or adverse matters.
16. Review of Chapter 11 plan and order confirming plan to determine that the sale, mortgage or other disposition of the property is not inconsistent with the plan or order.
17. Record an affidavit of an attorney who has reviewed the Bankruptcy court file attesting to the following facts: 1) that the attorney has reviewed the bankruptcy court file, the Chapter 11 plan and the order confirming the plan; 2) that a copy of the plan or applicable portions of the plan showing the court-approved disposition of the property is attached to the affidavit or that the plan and order confirming the plan make no specific disposition of the property; and 3) that the affidavit is given with respect to the following property 1629 Thumb Point Drive.
18. FOR INFORMATIONAL PURPOSES ONLY, it is not clear that 2016 and 2017 real property taxes, pursuant to tax sale certificate nos. 926, 922 and 923 was redeemed by the taxpayer or successors. Title Agent must confirm prior to issuance of any policy.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: CULVERHOUSE

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2019 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
 - d. Easements or claims of easements not recorded in the Public Records.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. All matters contained on the Plat of Thumb Point, as recorded in Plat Book 10, Page 79, together with Ordinance No. E-88 recorded in Deed Book 263, Page 642, Public Records of St. Lucie County, Florida.
6. Covenants, conditions and restrictions recorded April 19, 1957, in Deed Book 227, Page 107, Public Records of St. Lucie County, Florida.
7. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 193, Page 269, as affected by Quit Claim Deed recorded in O. R. Book 182, Page 2171, Public Records of Saint Lucie County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule B-II

Issuing Office File Number: CULVERHOUSE

8. Rights of the lessees under unrecorded leases.
9. Riparian and littoral rights are not insured.
10. Possible right of the public to use that part of the land between the water's edge and the apparent boundary of the upland parcel that is now, or was formerly, regularly used by the public for recreational purposes.
11. Any portion of the Land lying waterward of the mean high water line of Indian River, and lands accreted thereto.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT
Exhibit A

Commitment Number:

749306

Issuing Office File Number:

CULVERHOUSE

Parcel #1:

The East 1/2 of Lot 28, and all of Lot 29, Block 1, THUMB POINT, according to the map or plat thereof as recorded in Plat Book 10, Page 79, Public Records of Saint Lucie County, Florida, particularly described as follows:

Beginning at the NE corner of Lot 28, run Westerly along the Northerly line of Lot 28, 42.50 feet, thence run Southeasterly to a point on the South line of Lot 28, said point being 81.72 feet East of the Southwest corner of Lot 28, thence run East and Northeasterly 81.73 feet to the Southeast corner of Lot 28, thence run Northwesterly 205.3 feet to the Point of Beginning. All the above being in Block 1, THUMB POINT, according to the map or plat thereof as recorded in Plat Book 10, Page 79, Public Records of St. Lucie County, Florida.

Parcel #2:

Lot 30, Block 1, THUMB POINT, according to the map or plat thereof as recorded in Plat Book 10, Page 79, Public Records of Saint Lucie County, Florida.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Legal Description: PROPOSED LOT 3

A PORTION OF LOTS 28 AND 29, BLOCK 1, THUMB POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 29, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, THE RADIUS OF WHICH BEARS NORTH 21°06'26" WEST (BASIS OF BEARINGS), A DISTANCE OF 208.17 FEET, RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°02'00", AN ARC DISTANCE OF 29.19 FEET; THENCE LEAVING SAID CURVE RUN SOUTH 22°10'49" EAST, A DISTANCE OF 201.95 FEET TO THE SOUTH LINE OF SAID LOT 29; THENCE RUN SOUTH 59°31'22" WEST ALONG SAID LINE, A DISTANCE OF 33.32 FEET TO THE COMMON LOT CORNER OF SAID LOTS 28 AND 29; THENCE CONTINUE SOUTH 59°31'22" WEST, A DISTANCE OF 25.32 FEET; THENCE RUN NORTH 89°16'45" WEST ALONG THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 56.35 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 10°47'29" WEST, A DISTANCE OF 195.96 FEET TO THE NORTH LINE OF SAID LOT 28, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE TO THE NORTH, THE RADIUS OF WHICH BEARS NORTH 09°24'35" WEST, A DISTANCE OF 208.17 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'51", AN ARC DISTANCE OF 42.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 18,723.00 SQUARE FEET (0.43 ACRES) MORE OR LESS. LANDWARD OF SEAWALL = 12037.34 SQUARE FEET (0.28 ACRES) WATERWARD OF SEAWALL = 6685.66 SQUARE FEET (0.15 ACRES)

Legal Description: PROPOSED LOT 2

A PORTION OF LOT 30 AND LOT 29, BLOCK 1, THUMB POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, THE RADIUS OF WHICH BEARS NORTH 21°06'26" WEST, A DISTANCE OF 208.17 FEET, RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°02'00", AN ARC DISTANCE OF 29.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°21'42", AN ARC DISTANCE OF 55.81 FEET TO THE NORTHWEST CORNER OF SAID LOT 30; THENCE CONTINUE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°51'44", AN ARC DISTANCE OF 14.03 FEET; THENCE LEAVING SAID CURVE RUN SOUTH 30°22'49" EAST, A DISTANCE OF 57.47 FEET TO A POINT ON THE COMMON LINE OF SAID LOTS 29 AND 30; THENCE RUN SOUTH 44°30'08" EAST (BASIS OF BEARINGS) ALONG SAID LINE, A DISTANCE OF 135.58 FEET TO THE SOUTH LINE OF SAID LOT 29; THENCE RUN SOUTH 39°29'42" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 60.85 FEET; THENCE RUN SOUTH 59°31'22" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 73.53 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 22°10'49" WEST, A DISTANCE OF 201.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 19,100.66 SQUARE FEET (0.44 ACRES) MORE OR LESS. LANDWARD OF SEAWALL = 12164.76 SQUARE FEET (0.28 ACRES) WATERWARD OF SEAWALL = 6935.90 SQUARE FEET (0.16 ACRES)

Legal Description: PROPOSED LOT 1

A PORTION OF LOT 30, BLOCK 1, THUMB POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 30, RUN SOUTH 50°30'18" EAST (BASIS OF BEARINGS) ALONG THE EAST LINE OF SAID LOT 30, A DISTANCE OF 188.65 FEET TO THE SOUTH LINE OF SAID LOT 30; THENCE RUN SOUTH 39°29'42" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 114.95 FEET TO THE WEST LINE OF SAID LOT 30; THENCE RUN NORTH 44°30'08" WEST ALONG SAID WEST LINE, A DISTANCE OF 135.58 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 30°22'49" WEST, A DISTANCE OF 57.47 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 30, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, THE RADIUS OF WHICH BEARS NORTH 48°21'52" WEST, A DISTANCE OF 208.17 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°08'26", AN ARC DISTANCE OF 7.78 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 39°29'42" EAST, A DISTANCE OF 73.19 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 19,429.97 SQUARE FEET (0.45 ACRES) MORE OR LESS. LANDWARD OF SEAWALL = 14103.97 SQUARE FEET (0.32 ACRES) WATERWARD OF SEAWALL = 5326.00 SQUARE FEET (0.12 ACRES)

OVERALL CURVE & LINE TABLES

Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CH. LENGTH
C1	37.14'	208.17'	10°13'17"	N85°42'04"E	37.09'
C2	42.50'	208.17'	11°41'51"	N74°44'30"E	42.43'
C3	85.00'	208.17'	23°23'42"	N57°11'43"E	84.41'
C4	21.81'	208.17'	6°00'10"	N42°29'47"E	21.80'

Line Table		
LINE	LENGTH	BEARING
L1	5.36'	N89°11'15"W

LOT 28 CURVE & LINE TABLES							
CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING	
C 1	08°02'00"	208.17'	29.19'	14.62'	29.16'	N 64°52'46"E	
C 2	15°21'42"	208.17'	55.81'	28.08'	55.65'	N 53°10'37"E	
C 3	11°41'51"	208.17'	42.50'	21.32'	42.43'	N 74°44'30"E	
C 4	10°13'20"	208.17'	37.14'	18.62'	37.09'	S 85°42'05"W	

LOT 29 CURVE & LINE TABLES							
CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING	
C 1	08°02'00"	208.17'	29.19'	14.62'	29.16'	N 64°52'46"E	
C 2	15°21'42"	208.17'	55.81'	28.08'	55.65'	N 53°10'37"E	
C 3	03°51'44"	208.17'	14.03'	7.02'	14.03'	N 43°33'32"E	
C 4	02°08'26"	208.17'	7.78'	3.89'	7.78'	N 40°34'47"E	

LOT 30 CURVE TABLE							
CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING	
C 1	02°08'26"	208.17'	7.78'	3.89'	7.78'	N 40°34'47"E	
C 2	03°51'44"	208.17'	14.03'	7.02'	14.03'	N 43°33'32"E	

LINE	BEARING	DISTANCE
L 1	S 59°31'22"W	33.32'
L 2	S 59°31'22"W	25.32'

LINE	BEARING	DISTANCE
L 1	S 59°31'22"W	33.32'

LINE	BEARING	DISTANCE
L 1	S 59°31'22"W	33.32'

MERIDIAN LAND SURVEYORS
 1717 INDIAN RIVER BLVD, SUITE 201
 VERO BEACH, FL. 32960 LB#6905
 PHONE: 772-794-1213, FAX: 772-794-1096
 EMAIL: LB6905@BELLSOUTH.NET

TYPE	NO.	DATE	REVISIONS	BY	
BOUNDARY	5.				
PROJECT# 18-061	4.				
DATE: 04/26/17 F.B. PG.	3.				
DRAWN BY: C.H.B.	2.				
CHECKED BY: C.H.B.	1.				
SCALE: 1" = 20'	SHEET: 1 OF 1	NO.	DATE	REVISIONS	BY

PLAT OF SURVEY FOR:
JOHN B CULVERHOUSE SR & JOHN B CULVERHOUSE JR

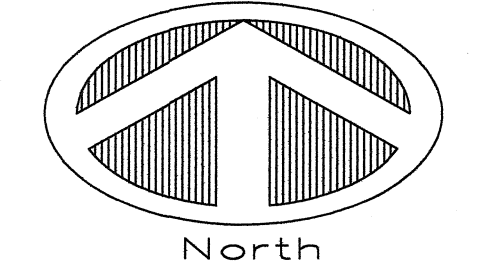
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED BELOW.

Charles H. Blanchard
 CHARLES H. BLANCHARD, P.S.M. #5755

Legal Description: OVERALL PARCEL

LOT 30, BLOCK 1, THUMB POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

AND ALL OF LOT 29 AND THE EASTERLY ONE-HALF OF LOT 28, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 28, RUN WESTERLY ALONG THE NORTHERLY LINE OF LOT 28, 42.50 FEET; THENCE RUN SOUTHEASTERLY TO A POINT ON THE SOUTH LINE OF LOT 28, SAID POINT BEING 81.72 FEET EAST OF THE SOUTHWEST CORNER OF LOT 28; THENCE RUN EAST AND NORTHEASTERLY 81.73 FEET TO THE SOUTHEAST CORNER OF LOT 28; THENCE RUN NORTHWESTERLY 205.30 FEET TO THE POINT OF BEGINNING, ALL OF THE ABOVE BEING IN BLOCK 1, THUMB POINT, AS RECORDED IN PLAT BOOK 10, PAGE 79 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.



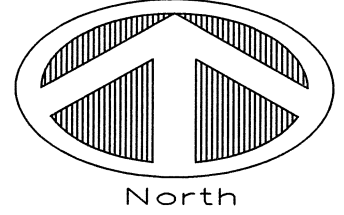
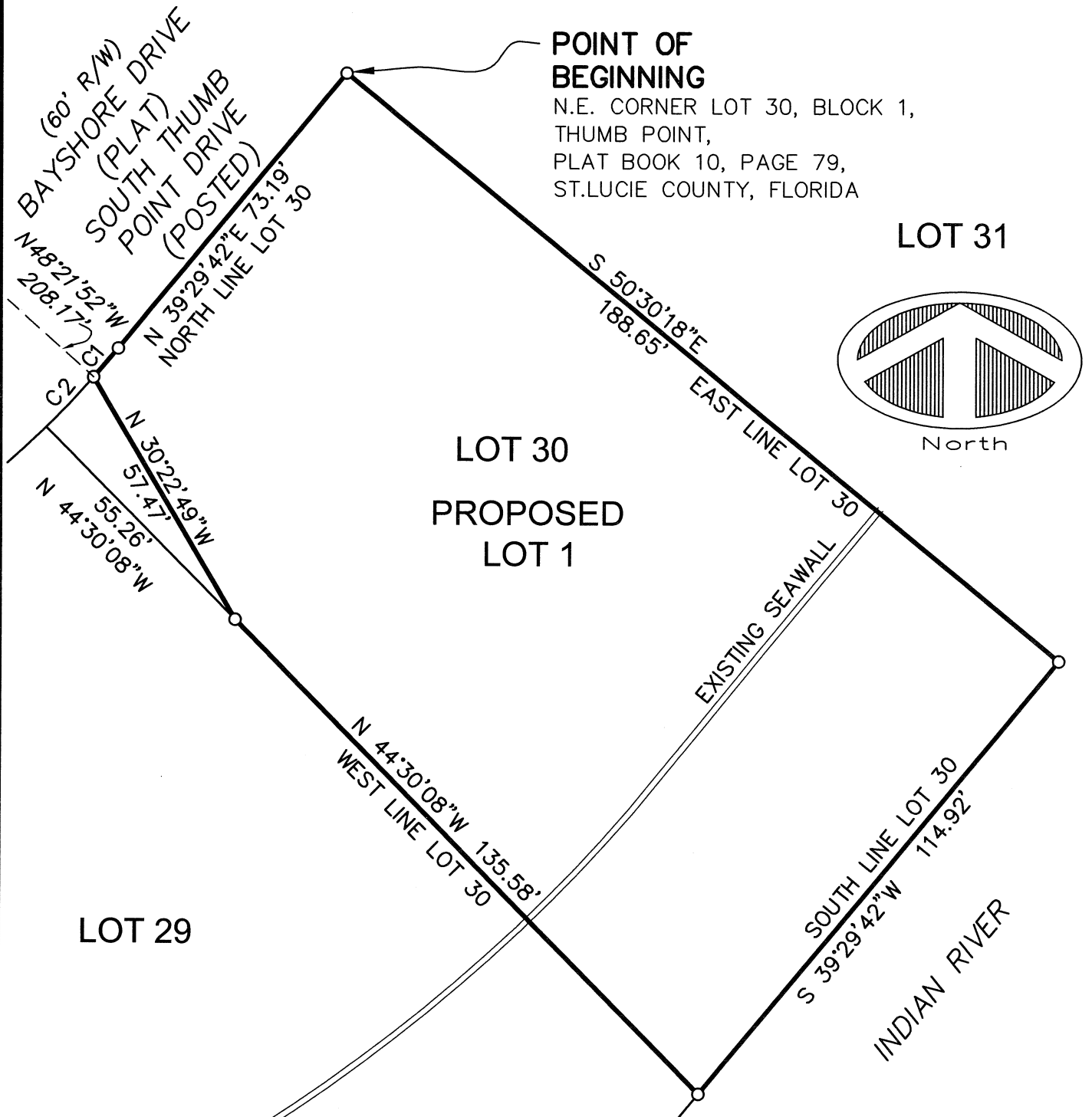
- Report of Survey:**
- TYPE OF SURVEY: TOPOGRAPHIC
 - THIS SURVEY PERFORMED BY: MERIDIAN LAND SURVEYORS LB#6905 1717 INDIAN RIVER BLVD, SUITE 201 VERO BEACH, FLORIDA
 - PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE: CHARLES H. BLANCHARD P.S.M. #5755
 - THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN THE MINIMUM TECHNICAL STANDARDS (5J-17, FLORIDA ADMINISTRATIVE CODE) IS SUBURBAN. THE MINIMUM RELATIVE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500. THE MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO BE IN EXCESS OF THIS ACCURACY REQUIREMENT.
 - THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA MINIMUM TECHNICAL STANDARDS AS CONTAINED IN 5J-17, FLORIDA ADMINISTRATIVE CODE.
 - ELEVATIONS AND DIMENSIONS SHOWN HEREON ARE MEASURED IN FEET AND DECIMAL PARTS THEREOF.
 - THE LAST DATE OF FIELD WORK WAS: 09/24/18
 - BUILDING SETBACK LINES, IF SHOWN ARE BASED ON THE BEST AVAILABLE INFORMATION, BUT ARE NOT CERTIFIED TO. THE SETBACKS MUST BE VERIFIED PRIOR TO DESIGN OR CONSTRUCTION.
 - THE BEARING BASE FOR THIS SURVEY IS AN ASSUMED BEARING OF S 50°30'18"E ALONG THE SOUTH LINE OF LOT 31.
 - THIS SURVEY DOES NOT CERTIFY TO THE EXISTENCE OR LOCATION OF ANY UNDERGROUND IMPROVEMENTS: UTILITIES, FOUNDATIONS, OR ENCROACHMENTS, EXCEPT AS SHOWN.
 - NO INSTRUMENTS OF RECORD REGARDING EASEMENTS, RIGHT-OF-WAYS, OR OWNERSHIP WERE SUPPLIED TO THIS SURVEYOR, EXCEPT AS SHOWN.
 - NO TITLE OPINION OR GUARANTEE IS EXPRESSED OR IMPLIED.
 - UNLESS A COMPARISON IS SHOWN, PLAT VALUES AND MEASURED VALUES ARE THE SAME.
 - LEGAL DESCRIPTION IS AS PROVIDED BY THE CLIENT.
 - UNLESS OTHERWISE INDICATED, FOUND MONUMENTATION IS UNIDENTIFIED.
 - THE PARCEL OF LAND SHOWN HEREON APPEARS TO BE IN FLOOD ZONES AE-5 AND AE-7 PER FLOOD INSURANCE RATE MAPS #12111C0183 J, DATED FEBRUARY 16TH, 2012.
 - ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
 - THE BOUNDARY INFORMATION SHOWN ON THIS SURVEY IS DERIVED FROM A SURVEY DONE BY CULPPER & TERPENING, INC., DATED 10/11/2011. PROJECT# 05-013

SITE DATA				
OWNER	BRAD CULVERHOUSE 505 BEACH CT., SUITE 1 FORT PIERCE, FL 34950			
ENGINEER/AGENT	SCHULKE, BITTLE & STODDARD LLC C/O WILLIAM P STODDARD PH. D., P.E. 1717 INDIAN RIVER BLVD SUITE 201 VERO BEACH, FL 32960 (772) 770-9622			
SURVEYOR	MERIDIAN LAND SURVEYORS 1717 INDIAN RIVER BLVD, SUITE 201 VERO BEACH, FL 32960 (772) 794-1213			
SITE ADDRESS	1635 & 1629 THUMB POINT DRIVE FORT PIERCE, FL 34949			
PARCEL ID#s	2401-605-0030-000-3, 2401-605-0028-000-6			
F.I.R.M. PANEL	#12111C0183J, FEB.12TH, 2012			
FLOOD ZONE	AE-6			
ZONING	R-1			
LOT SIZE	REQUIRED R-1	PROPOSED LOT 1	PROPOSED LOT 2	PROPOSED LOT 3
LAND	14,098 SF	12,165 SF	12,037 SF	12,037 SF
WET	5,332 SF	6,936 SF	6,886 SF	6,886 SF
TOTAL	19,430 SF	19,101 SF	18,923 SF	18,923 SF
LOT WIDTH	75'	92.08'	101.01'	92.08'
LOT DEPTH	110'	189.45'	192.68'	199.82'
YARD SETBACKS:				
FRONT (NORTH)	25'	35.78'	-	-
REAR (SOUTH)	25'	39.86' BULKHEAD	-	-
		88.62' PROP LINE	-	-
SIDE (WEST)	7'	7.18'	-	-
SIDE (EAST)	7'	20.17'	-	-
BLDG. HEIGHT	28'	14'	-	-
OPEN SPACE	25% (MIN)	54%	-	-
IMPERVIOUS AREA				
PROPOSED RESIDENCE		2,670 SF		
DRIVEWAYS & POOL DECKS		3,731 SF		
TOTAL IMPERVIOUS AREA		6,401 SF		
TOTAL OPEN SPACE		7,697 SF		

Legend & Abbreviations: (symbols not scaleable for size)

- PLS - PROFESSIONAL LAND SURVEYOR
- PSM - PROFESSIONAL SURVEYOR & MAPPER
- LS - LAND SURVEYING BUSINESS
- LB - CENTERLINE
- R - RADIUS
- L - LENGTH
- Δ - DELTA ANGLE
- E/P - EDGE OF PAVEMENT
- B/C - BACK OF CURB
- - (CM) CONCRETE MONUMENT
- FD - FOUND
- (M) - MEASURED
- (D) - DEED
- (C) - CALCULATED
- (O) - OVERALL
- (ORB) - OFFICIAL RECORD BOOK
- (R) - RADIAL
- (NR) - NON-RADIAL
- B.M. - BENCHMARK
- POC - POINT OF COMMENCEMENT
- POB - POINT OF BEGINNING
- (PCP) - PERMANENT CONTROL POINT
- (PRM) - PERMANENT REFERENCE MONUMENT
- (IP) - IRON PIPE
- (IRC) - IRON ROD & CAP
- GUY WIRE
- WOOD UTILITY POLE
- TELEPHONE SERVICE
- CABLE T.V. BOX
- ELECTRIC BOX
- LIGHT POST
- WELL
- HYDRANT
- GATE VALVE
- IRRIGATION VALVE
- WATER METER
- SANITARY MANHOLE
- SANITARY SERVICE
- SEPTIC TANK
- DRAINAGE MANHOLE
- CURB INLET
- SURFACE INLET
- MITERED END SECTION
- CONCEPTUAL DRAINAGE
- STREET SIGN
- NORTH AMERICAN VERTICAL DATUM
- AIR CONDITIONER
- CONCRETE
- FINISH FLOOR
- BUILDING SETBACK LINE
- ELEVATION
- RIGHT OF WAY
- AS-BUILT
- PARKER-KALON
- PALM TREE W/ DIA.
- EXOTIC TREE W/ DIA.
- PINE TREE W/ DIA.
- NAVD
- TYPICAL ELEVATION
- ELEVATION
- CONCRETE
- FINISH FLOOR
- BUILDING SETBACK LINE
- ELEVATION
- RIGHT OF WAY
- AS-BUILT
- PARKER-KALON
- PALM TREE W/ DIA.

SKETCH OF LEGAL DESCRIPTION (NOT A SURVEY)



CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	02°08'26"	208.17'	7.78'	3.89'	7.78'	N 40°34'47"E
C 2	03°51'44"	208.17'	14.03'	7.02'	14.03'	N 43°33'32"E

*SKETCH OF LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY*

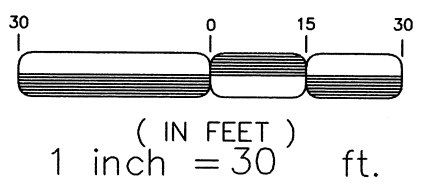
EXHIBIT "A"

SKETCH OF DESCRIPTION FOR NEW LOT

PLAT OF SURVEY FOR:
JOHN B CULVERHOUSE SR
& JOHN B CULVERHOUSE JR

PROJ. NO. 18-061-NL-30 DATE: 12-04-18
DWN. BY: C.H.B.
CKD. BY: S.A.H.

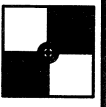
GRAPHIC SCALE



THIS PLAT AND REPORT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA REGISTERED SURVEYOR AND MAPPER NAMED HEREON WHICH SIGNATURE AND SEAL MAY BE FOUND AT THE END OF THE ATTACHED REPORT. THE PLAT AND REPORT ARE NOT FULL AND COMPLETE WITHOUT ONE ANOTHER.



MERIDIAN
LAND SURVEYORS
1717 INDIAN RIVER BLVD, SUITE 201
VERO BEACH, FL. 32960 LB#6905
PHONE: 772-794-1213, FAX: 772-794-1096
EMAIL: LB6905@BELLSOUTH.NET



SKETCH OF LEGAL DESCRIPTION (NOT A SURVEY)

Report of Survey: (Project # 18-061-NL-30)

- * TYPE OF SURVEY: SKETCH OF DESCRIPTION - NOT A FIELD BOUNDARY SURVEY
- * THIS DESCRIPTION PREPARED BY:
HOUSTON, SCHULKE, BITTLE & STODDARD, INC. L.B. #6905 d.b.a. MERIDIAN LAND SURVEYORS
1717 INDIAN RIVER BOULEVARD, SUITE 201, VERO BEACH, FLORIDA 32960
- * PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE:
CHARLES H. BLANCHARD, P.S.M. #5755

EXHIBIT "A"

Legal Description: PROPOSED LOT 1

A PORTION OF LOT 30, BLOCK 1, THUMB POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79 OF THE PUBLIC RECORDS OF ST.LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 30, RUN SOUTH 50°30'18" EAST (BASIS OF BEARINGS) ALONG THE EAST LINE OF SAID LOT 30, A DISTANCE OF 188.65 FEET TO THE SOUTH LINE OF SAID LOT 30; THENCE RUN SOUTH 39°29'42" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 114.95 FEET TO THE WEST LINE OF SAID LOT 30; THENCE RUN NORTH 44°30'08" WEST ALONG SAID WEST LINE, A DISTANCE OF 135.58 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 30°22'49" WEST, A DISTANCE OF 57.47 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 30, SAID POINT ALSO BEING A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTH, THE RADIUS OF WHICH BEARS NORTH 48°21'52" WEST, A DISTANCE OF 208.17 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°08'26", AN ARC DISTANCE OF 7.78 FEET TO THE POINT OF TANGENCY; THENCE RUN NORTH 39,24929'42" EAST, A DISTANCE OF 73.19 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 19,429.97 SQUARE FEET (0.45 ACRES) MORE OR LESS.
LANDWARD OF SEAWALL = 14103.97 SQUARE FEET (0.32 ACRES)
WATERWARD OF SEAWALL = 5326.00 SQUARE FEET (0.12 ACRES)

Legend & Abbreviations: (symbols not scaleable for size)

PLS	-	PROFESSIONAL LAND SURVEYOR
PSM	-	PROFESSIONAL SURVEYOR & MAPPER
LB	-	LAND SURVEYING BUSINESS
Ⓞ	-	CENTERLINE
(M)	-	MEASURED VALUE
(P)	-	PLAT VALUE
CR	-	COUNTY ROAD
R/W	-	RIGHT OF WAY
O.R.B.	-	OFFICIAL RECORD BOOK
P.O.C.	-	POINT OF COMMENCEMENT
P.O.B.	-	POINT OF BEGINNING
MHWL	-	MEAN HIGH WATER LINE
(C)	-	CALCULATED
CM	-	CONCRETE MONUMENT
FD	-	FOUND
IRC	-	IRON ROD & CAP

SKETCH OF DESCRIPTION

PLAT OF SURVEY FOR: JOHN B CULVERHOUSE SR & JOHN B CULVERHOUSE JR SKETCH OF LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY



MERIDIAN LAND SURVEYORS

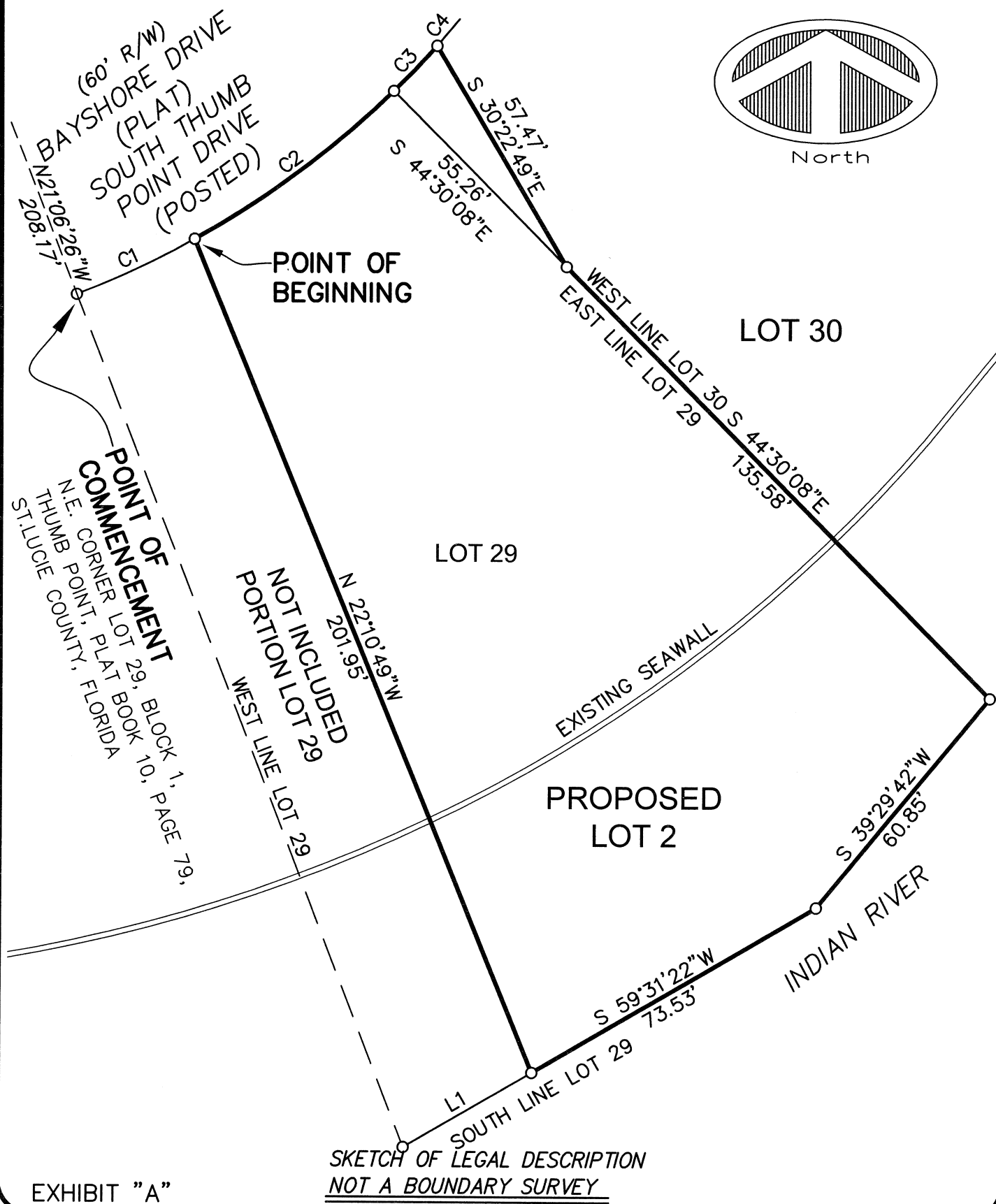
1717 INDIAN RIVER BLVD, SUITE 201
VERO BEACH, FL. 32960 LB#6905
PHONE: 772-794-1213, FAX: 772-794-1096
EMAIL: LB6905@BELLSOUTH.NET



THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED BELOW.

CHARLES H. BLANCHARD, P.S.M. #5755

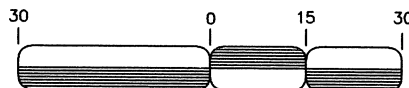
SKETCH OF LEGAL DESCRIPTION (NOT A SURVEY)



SKETCH OF DESCRIPTION
FOR NEW LOT

PLAT OF SURVEY FOR:
JOHN B CULVERHOUSE SR
& JOHN B CULVERHOUSE JR

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

PROJ. NO. 18-061-NL-29 DATE: 12-04-18
DWN. BY: C.H.B.
CKD. BY: S.A.H.

THIS PLAT AND REPORT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA REGISTERED SURVEYOR AND MAPPER NAMED HEREON WHICH SIGNATURE AND SEAL MAY BE FOUND AT THE END OF THE ATTACHED REPORT. THE PLAT AND REPORT ARE NOT FULL AND COMPLETE WITHOUT ONE ANOTHER.



MERIDIAN
LAND SURVEYORS
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VERO BEACH, FL. 32960 LB#6905
PHONE: 772-794-1213, FAX: 772-794-1096
EMAIL: LB6905@BELLSOUTH.NET



SKETCH OF LEGAL DESCRIPTION

(NOT A SURVEY)

Report of Survey: (Project # 18-061-NL-29)

- * TYPE OF SURVEY: SKETCH OF DESCRIPTION – NOT A FIELD BOUNDARY SURVEY
- * THIS DESCRIPTION PREPARED BY:
HOUSTON, SCHULKE, BITTLE & STODDARD, INC. L.B. #6905 d.b.a. MERIDIAN LAND SURVEYORS
1717 INDIAN RIVER BOULEVARD, SUITE 201, VERO BEACH, FLORIDA 32960
- * PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE:
CHARLES H. BLANCHARD, P.S.M. #5755

EXHIBIT "A"

Legal Description: PROPOSED LOT 2

A PORTION OF LOT 30 AND LOT 29, BLOCK 1, THUMB POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, THE RADIUS OF WHICH BEARS NORTH 21°06'26" WEST, A DISTANCE OF 208.17 FEET, RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°02'00", AN ARC DISTANCE OF 29.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°21'42", AN ARC DISTANCE OF 55.81 FEET TO THE NORTHWEST CORNER OF SAID LOT 30; THENCE CONTINUE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03°51'44", AN ARC DISTANCE OF 14.03 FEET; THENCE LEAVING SAID CURVE RUN SOUTH 30°22'49" EAST, A DISTANCE OF 57.47 FEET TO A POINT ON THE COMMON LINE OF SAID LOTS 29 AND 30; THENCE RUN SOUTH 44°30'08" EAST (BASIS OF BEARINGS) ALONG SAID LINE, A DISTANCE OF 135.58 FEET TO THE SOUTH LINE OF SAID LOT 29; THENCE RUN SOUTH 39°29'42" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 60.85 FEET; THENCE RUN SOUTH 59°31'22" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 73.53 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 22°10'49" WEST, A DISTANCE OF 201.95 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 19,100.66 SQUARE FEET (0.44 ACRES) MORE OR LESS.
LANDWARD OF SEAWALL = 12164.76 SQUARE FEET (0.28 ACRES)
WATERWARD OF SEAWALL = 6935.90 SQUARE FEET (0.16 ACRES)

Legend & Abbreviations: (symbols not scaleable for size)

PLS - PROFESSIONAL LAND SURVEYOR	R/W - RIGHT OF WAY
PSM - PROFESSIONAL SURVEYOR & MAPPER	O.R.B. - OFFICIAL RECORD BOOK
LB - LAND SURVEYING BUSINESS	P.O.C. - POINT OF COMMENCEMENT
☉ - CENTERLINE	P.O.B. - POINT OF BEGINNING
(M) - MEASURED VALUE	MHWL - MEAN HIGH WATER LINE
(P) - PLAT VALUE	(C) - CALCULATED
CR - COUNTY ROAD	CM - CONCRETE MONUMENT
IRC - IRON ROD & CAP	FD - FOUND

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD	BEARING
C 1	08°02'00"	208.17'	29.19'	14.62'	29.16'		N 64°52'46"E
C 2	15°21'42"	208.17'	55.81'	28.08'	55.65'		N 53°10'37"E
C 3	03°51'44"	208.17'	14.03'	7.02'	14.03'		N 43°33'32"E
C 4	02°08'26"	208.17'	7.78'	3.89'	7.78'		N 40°34'47"E

LINE	BEARING	DISTANCE
L 1	S 59°31'22"W	33.32'

SKETCH OF DESCRIPTION

PLAT OF SURVEY FOR: JOHN B CULVERHOUSE SR *SKETCH OF LEGAL DESCRIPTION*
& JOHN B CULVERHOUSE JR *NOT A BOUNDARY SURVEY*

MERIDIAN

LAND SURVEYORS

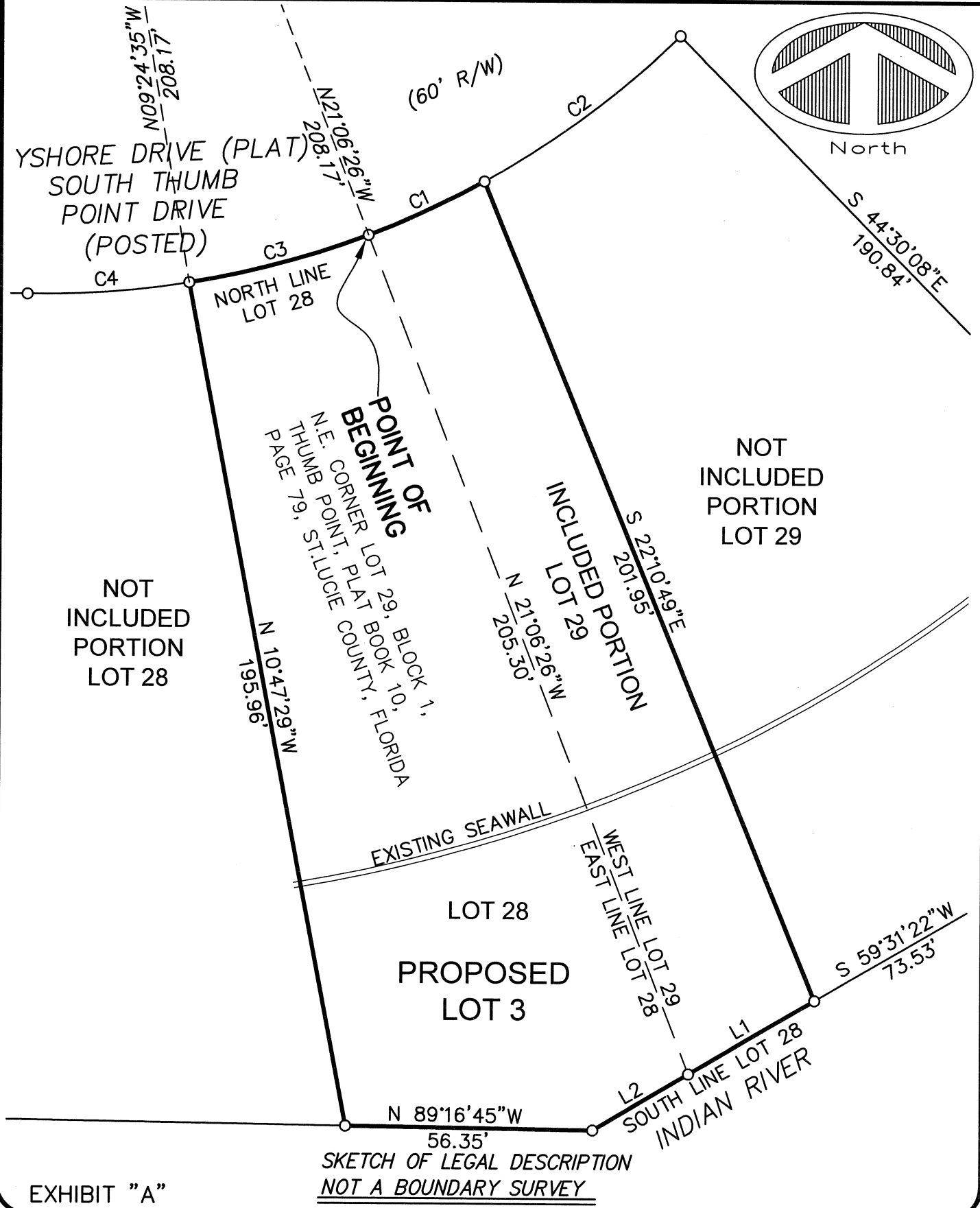
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CHARLES H. BLANCHARD, P.S.M. #5755

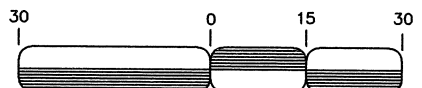
SKETCH OF LEGAL DESCRIPTION (NOT A SURVEY)



SKETCH OF DESCRIPTION FOR NEW LOT

PLAT OF SURVEY FOR:
JOHN B CULVERHOUSE SR
& JOHN B CULVERHOUSE JR

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

PROJ. NO. 18-061-NL-28 DATE: 12-04-18
DWN. BY: C.H.B.
CKD. BY: S.A.H.

THIS PLAT AND REPORT ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA REGISTERED SURVEYOR AND MAPPER NAMED HEREON WHICH SIGNATURE AND SEAL MAY BE FOUND AT THE END OF THE ATTACHED REPORT. THE PLAT AND REPORT ARE NOT FULL AND COMPLETE WITHOUT ONE ANOTHER.



MERIDIAN

LAND SURVEYORS

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PHONE: 772-794-1213, FAX: 772-794-1096
EMAIL: LB6905@BELLSOUTH.NET



SKETCH OF LEGAL DESCRIPTION

(NOT A SURVEY)

Report of Survey: (Project # 18-061-NL-28)

- * TYPE OF SURVEY: SKETCH OF DESCRIPTION – NOT A FIELD BOUNDARY SURVEY
- * THIS DESCRIPTION PREPARED BY:
HOUSTON, SCHULKE, BITTLE & STODDARD, INC. L.B. #6905 d.b.a. MERIDIAN LAND SURVEYORS
1717 INDIAN RIVER BOULEVARD, SUITE 201, VERO BEACH, FLORIDA 32960
- * PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE:
CHARLES H. BLANCHARD, P.S.M. #5755

EXHIBIT "A"

Legal Description: PROPOSED LOT 3

A PORTION OF LOTS 28 AND 29, BLOCK 1, THUMB POINT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 79 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING THE NORTHWEST CORNER OF SAID LOT 29, SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH, THE RADIUS OF WHICH BEARS NORTH 21°06'26" WEST (BASIS OF BEARINGS), A DISTANCE OF 208.17 FEET, RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°02'00", AN ARC DISTANCE OF 29.19 FEET; THENCE LEAVING SAID CURVE RUN SOUTH 22°10'49" EAST, A DISTANCE OF 201.95 FEET TO THE SOUTH LINE OF SAID LOT 29; THENCE RUN SOUTH 59°31'22" WEST ALONG SAID LINE, A DISTANCE OF 33.32 FEET TO THE COMMON LOT CORNER OF SAID LOTS 28 AND 29; THENCE CONTINUE SOUTH 59°31'22" WEST, A DISTANCE OF 25.32 FEET; THENCE RUN NORTH 89°16'45" WEST ALONG THE SOUTH LINE OF SAID LOT 28, A DISTANCE OF 56.35 FEET; THENCE DEPARTING SAID SOUTH LINE RUN NORTH 10°47'29" WEST, A DISTANCE OF 195.96 FEET TO THE NORTH LINE OF SAID LOT 28, SAID POINT ALSO BEING A POINT ON A CURVE, CONCAVE TO THE NORTH, THE RADIUS OF WHICH BEARS NORTH 09°24'35" WEST, A DISTANCE OF 208.17 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'51", AN ARC DISTANCE OF 42.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 18,723.00 SQUARE FEET (0.43 ACRES) MORE OR LESS.
LANDWARD OF SEAWALL = 12037.34 SQUARE FEET (0.28 ACRES)
WATERWARD OF SEAWALL = 6685.66 SQUARE FEET (0.15 ACRES)

Legend & Abbreviations: (symbols not scaleable for size)

PLS - PROFESSIONAL LAND SURVEYOR
PSM - PROFESSIONAL SURVEYOR & MAPPER
LB - LAND SURVEYING BUSINESS
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(M) - MEASURED VALUE
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R/W - RIGHT OF WAY
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P.O.C. - POINT OF COMMENCEMENT
P.O.B. - POINT OF BEGINNING
MHWL - MEAN HIGH WATER LINE
(C) - CALCULATED
CM - CONCRETE MONUMENT
FD - FOUND
IRC - IRON ROD & CAP

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	08°02'00"	208.17'	29.19'	14.62'	29.16'	N 64°52'46"E
C 2	15°21'42"	208.17'	55.81'	28.08'	55.65'	N 53°10'37"E
C 3	11°41'51"	208.17'	42.50'	21.32'	42.43'	N 74°44'30"E
C 4	10°13'20"	208.17'	37.14'	18.62'	37.09'	S 85°42'05"W
LINE	BEARING	DISTANCE				
L 1	S 59°31'22"W	33.32'				
L 2	S 59°31'22"W	25.32'				

SKETCH OF DESCRIPTION

PLAT OF SURVEY FOR: JOHN B CULVERHOUSE SR & JOHN B CULVERHOUSE JR

*SKETCH OF LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY*

MERIDIAN

LAND SURVEYORS

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EMAIL: LB6905@BELLSOUTH.NET



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CHARLES H. BLANCHARD, P.S.M. #5755



**BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM**

RECEIVED

OCT 14 2019

CITY OF FORT PIERCE
PLANNING & ZONING

Meeting Date: 10.17.19
Property Address: 1629 and 1635 Thumb Pt. Dr.
Property Name: Minor Plat - Culverhouse
Planner: Rebeca Guerra

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: 10-14-19



Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee meeting

October 17, 2019

TECHNICAL REVIEW PROJECT # 18-9000002 (Minor Replat)

Minor Replat – Culverhouse – 1629 and 1635 Thumb Point Drive

Comments

FPUA W/WW Engineering: Approved, no comment

FPUA Electric & Gas Engineering: Approved, no comment



Our mission is to provide our customers with economical, reliable, and friendly service in a continuous effort to enhance the quality of life in our community.

www.fpua.com



TO: Rebeca Guerra, AICP, LEED, Assistant Director
Brandon Creagan, LEED Green Associate, Planner
Vennis Gilmore, Planning Analyst

FROM: Kori Benton, AICP, Senior Planner

DATE: October 17, 2019

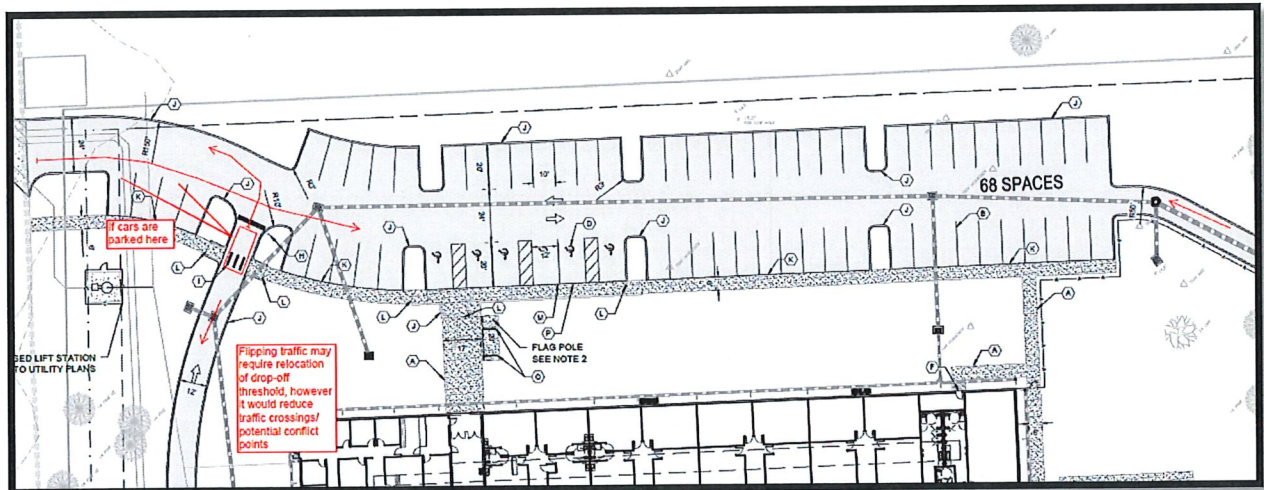
SUBJECT: Technical Review Committee (TRC) Comments
October 17, 2019 Agenda Items

The St. Lucie County Planning & Development Services Department has completed a review of the October 17, 2019 Technical Review Committee (TRC) Agenda, with the consolidated comments below:

5. a. Site Plan & Minor Replat – Ft. Pierce Charter School – 2900 South Jenkins Road

Review Comments

- The applicant may consider adjustment to the traffic routing pattern and/or angles of intersection for the interior drives to minimize clear vision or crossing pattern conflicts.



- The project site(s) have previous site plan approvals with St. Lucie County, with wetland and tree preservation/open space areas noted. Staff is encouraged to evaluate previous and proposed tree impacts as it relates to evaluating any required mitigation.
- Is any buffering required along the east property line (fence/landscaping to screen the project from adjacent residences)?
- Is any buffering required along the south property line, along the drop-off lanes, to minimize conflicts with the pending KOA development? Note: there's an existing drainage canal.

5f. Minor Replat – Culverhouse – 1629 and 1635 Thumb Point Drive

Review Comments

- Will the City of Fort Pierce require sidewalk installation or payment in-lieu for the requested replat/subdivision?
- No further comment

Please contact me at 772-462-2518 if you have any questions or would like to discuss the presented comments.



TO : Rebeca Guerra, Assistant Planning Director

FROM : *JR* John R. Andrews, P.E., City Engineer *TST*

**RE : Culverhouse Estates – 1629 and 1635 Thumb Point Drive
Minor Replat - TRC No. 19-09000001**

DATE : October 11, 2019

This is to advise you that we have completed the review of the following documents as received by this office on October 4, 2019:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Minor Replat Application | <input type="checkbox"/> P/D Drawings |
| <input type="checkbox"/> Test Reports & Related Documents | <input type="checkbox"/> Certificate of Completion |
| <input type="checkbox"/> Record Drawings | <input type="checkbox"/> Permits from applicable Local, State & Federal Agencies |
| <input type="checkbox"/> Clearances from all applicable Local, State and Federal Agencies | |

Based on our reviews and appropriate site final inspection, we

- | | | |
|---|--|------------------------------|
| <input type="checkbox"/> Recommend | <input checked="" type="checkbox"/> Do Not Recommend | |
| <input checked="" type="checkbox"/> Minor Replat Approval | <input type="checkbox"/> Building Permit | <input type="checkbox"/> 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.

- See attached for engineering comments

ENGINEERING COMMENTS:

1. On Sheet 1 of 2, the "Legal Description" describes Parcel 1 and Parcel 2, yet no reference is made of the plat to these parcels and there is not a point of beginning identified on the plat; please update the plat accordingly.
2. Provide a certified boundary survey in accordance with Florida State Statutes Chapter 177.041.
3. On Sheet 1 of 2, under the "Certificate of Ownership and Dedication" reference is made to dedication all streets, alleyways, thoroughfares, and drainage & utility easements to the public, yet the plat does not indicate any of these items; please remove the dedication information or indicate on the plat where these items are situated.
4. On sheet 1 of 2, remove the following items: "Certificate of Approval by the County Surveyor", "Certificate of Approval by the County Engineer", "Certificate of Approval by the County Attorney", and the "Certificate of Approval by the Board of County Commissioners".
5. Update the Planning and Development Services Approval to reference the applicable City of Fort Pierce zoning information and City of Fort Pierce Section. A signature line should be provided for the City of Fort Pierce Director of Planning, Jennifer Hofmeister.
6. Provide a "Certificate of Final Approval by the City Commission" which states the following:
"Pursuant to the provisions of the Fort Pierce City Commission this plat was given Final Approval by the City Commission at a meeting held on _____, 2019.

Linda Cox, City Clerk

7. Provide a "Surveyor's Review Certificate" which shall state the following:
It is hereby certified that the undersigned surveyor and mapper duly licensed in the State of Florida has reviewed the plat for conformity with the regulations of Chapter 177, Florida Statutes

This ____ day of _____ 2019

*Gregory S. Fleming
Professional Surveyor and Mapper
Florida Certificate No. 4350*

8. Provide a "City Attorney" signature line which shall state the following:
It is hereby certified that the foregoing plat is approved to form and sufficiency

This ____ day of _____ 2019

*Peter J. Sweeney, City Attorney
City of Fort Pierce*

9. On Sheet 1 of 2, remove the County Engineer and County Surveyor seals.
10. On Sheet 2 of 2, the plat reflects three (3) lots and identifies these lots as lot 1, lot 2, and lot 2; please update the plat accordingly.

11. Advisory Comment: Additional comments may be forthcoming upon the completion of Northstar Geomatics review.

JRA/TST/tst



SURVEYING/MAPPING
 GEOGRAPHIC INFORMATION SYSTEMS
 ASSET INVENTORY

P.O. Box 2371
 Stuart, FL 34995

Invoice

Date	Invoice #
10/8/2019	6438

Bill To:
City of Ft. Pierce Engineering Attn: Tracy Telle P O Box 1480 Ft. Pierce, FL 34954-1480

NS Project Number	P.O. Number:	Terms
19-056		Due on Receipt

Item	Description	Hours/Qty	Rate	Amount
Lump Sum	Culverhouse Plat Review and PRM Inspection PAYMENT MUST BE RECEIVED PRIOR TO COMMENCING PLAT REVIEW		1,200.00	1,200.00

Total			\$1,200.00
Payments/Credits			\$0.00
Balance Due			\$1,200.00

Phone #	Fax:
772-781-6400	772-781-6462



PUBLIC WORKS
ENGINEERING DIVISION
DEVELOPMENT REVIEW
COMMITTEE

October 14, 2019

Project: Culverhouse Minor Replat
Subject: SURVEY REVIEW
To: Rebecca Guerra
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 no comments for this Project.

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



THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"

Florida

Technical Review Committee meeting

October 17th, 2019

Case # 18-9000002

Minor replat

Culverhouse residence, 1629 & 1635 Thumpoint Dr., FP

Comments:

No additional comments at this time

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Meeting Date: 06/09/2020

Information

REQUESTED ACTION

Preliminary Plat - Granada Street Cottages - Portion of Block 7 & 8 (Palm Haven Subdivision)

LOCATION

Generally located near the southeast corner of Porpoise Avenue and Granada Street.

RESPONSIBLE STAFF

Rebeca Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RECOMMENDATION

Approval, subject to one (1) Condition of Approval

Attachments

Staff Report

Application & Supporting Documents

Plat Documents

Form Review

Form Started By: Rebeca Guerra

Started On: 06/03/2020 10:07 AM

Final Approval Date: 06/03/2020



TO: Members of the City of Fort Pierce Planning Board

THROUGH: Jennifer Hofmeister, AICP, LCAM, Planning Director

FROM: Rebeca Guerra, AICP, LEED-AP, CPD, Assistant Planning Director

RE: **Application for Subdivision – Replat of a Portion of Block 7 and 8, Revised Plat of Palm Haven Subdivision Plat Book 8, Page 44 of the Public Records of St. Lucie County, Florida Lying in Section 1, Township 35 South, Range 40 East City of Fort Pierce, St. Lucie County, Florida.**

BOARD DATE: June 9, 2020

STAFF REPORT

Owner & Applicant: Granada Street Properties, LLC (Henry Louden)
 500 S. Federal Highway, #1641
 Hallandale, FL 33008

Applicant’s Request: Approval of a Preliminary Plat

Location(s): Replat of a Portion of Block 7 and 8, Revised Plat of Palm Haven Subdivision Plat Book 8, Page 44 of the Public Records of St. Lucie County, Florida Lying in Section 1, Township 35 South, Range 40 East City of Fort Pierce, St. Lucie County, Florida.

Parcel ID: 2401-502-0074-000-7, 2401-502-0075-000-4, 2401-502-0076-000-1, 2401-502-0077-000-8, 2401-502-0084-000-0

Future Land Use: Hutchinson Island Residential (HIR)

Current Zoning: Hutchinson Island Medium Density Residential Zone (R-4A)

Surrounding FLU:

North	East	South	West
HIR	HIR	HIR	Residential Low (RL)

Surrounding Zoning:

North	East	South	West
R-4A	R-4A	R-4A	Single-Family Intermediate Density (R-2)

Parcel Acreage: 1.9 Acres

Staff Analysis:

Request

The applicant is requesting the review and approval of a Preliminary Plat to subdivide approximately 1.9 acres of land for the Granada Street Properties with the following legal description: Replat of a Portion of Block 7 and 8, Revised Plat of Palm Haven Subdivision Plat Book 8, Page 44 of the Public Records of St. Lucie County, Florida Lying in Section 1, Township 35 South, Range 40 East City of Fort Pierce, St. Lucie County, Florida.

The subject properties have a Future Land Use of Hutchinson Island Residential (HIR) which was established due to Hutchinson Island being 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 proposed project is consistent with the Comprehensive Plan.

The subject properties are zoned Hutchinson Island Medium Density Residential (R-4A). The surrounding properties are zoned Hutchinson Island Medium Density Residential (R-4A), except for the parcels to the west which are zoned Single-Family Intermediate Density (R-2). The surrounding properties are occupied by single-family homes and multi-family developments.

The subdivision will be subdivided into a total of five (5) separate lots. Each lot will meet the minimum lot width, depth, and area requirements specified by the City Code for the Hutchinson Island Medium Density Residential Zone (R-4A). Staff has reviewed the application in accordance with Chapter 18 - Subdivisions of the City Code. Additionally, the applicant, Granada Street Properties, LLC (Henry Loudon) received an abandonment approval by the City Commission on August 5, 2019, for a portion of the subject properties.

Technical Review Committee

All affected departments have reviewed the proposed Preliminary Plat 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.

Planning Board Standards for Review

The City Planning Board shall consider whether the following standards have been met in its review of the application:

- (1) Adequate vehicular access and traffic circulation to each lot in the proposed subdivision.

Currently the Granada Street right-of-way is not paved. Adequate vehicular access and traffic circulation will be determined at the time of Development and Design Review.

- (2) The adopted Level of Service (LOS) standards in the comprehensive plan are not adversely impacted by the proposed plat. If such standards are negatively affected that

appropriate mitigation plans as described in this chapter are also included in the proposed plat.

The City of Fort Pierce Engineering Department and Northstar Geomatics have both reviewed this plat and have determined that the adopted Level of Service (LOS) standards in the comprehensive plan are not adversely impacted by this proposed plat.

(3) That other applicable comprehensive plan policies are addressed by the proposed plat.

The City of Fort Pierce Engineering Department and Northstar Geomatics have both reviewed this plat and have determined that all applicable comprehensive plan policies are addressed by the proposed plat.

Staff Recommendation:

The Preliminary Plat meets the above standards of the City's land development code and Comprehensive Plan. Therefore, Staff recommends the Planning Board recommend **APPROVAL** of the request with the following one (1) Condition of Approval:

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.



Subdivision

Property address or Location GRANADA STREET 240150200840000
 Parcel ID #(s) 2401-502-0074-002-7; 240150200750004; 240150200760001; 240150200770008
 Project description SEL FAMILY COTTAGES (10 UNITS)

GRANADA STREET PROPERTIES, LLC

HENRY LOUDEN

Property Owner(s)
500 S FEDERAL HWY, #1641

Applicant/Representative, Title, Company

Street Address
HALLANDALE, FL 33008

Street Address

City State Zip
305 525 2545

City State Zip

Phone Number
HLOUDEN@GMAIL.COM

Phone Number

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.

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY _____
 The foregoing instrument was acknowledged before me this 19th day of SEPT, 2019, by

HENRY LOUDEN
 who is personally known to me or has produced _____ as identification.

MYHANH LOUDEN
 Commission # GG 209108
 Expires January 7, 2023
 Signature of Notary Bonded Thru Budget Notary Service

(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 _____ Fees _____ Control # _____ B. Permit # _____

Intake Planner _____

Planner Assigned _____

Approved By _____ Date _____

Comments _____

Intake Date Stamp

SUBDIVISION: RELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- A copy of the deed
- Signed and sealed survey
- Concurrency application, complete
- Complete, notarized application

SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

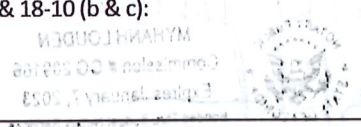
Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- Street construction plans
- Electric Infrastructure plans
- Water & Sewer system construction plans
- Gas Infrastructure plans
- Stormwater Retention plans
- Complete, notarized application

SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- Signed and sealed survey
- Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- Complete, notarized application



SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- A copy of the deed
- As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
 - o proposed lots, including acreage, square footage, & dimensions.
 - o any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- Complete, notarized application

Prepared by and return to:

Cristina M. Rubio
Attorney at Law
Ochoa & Rubio, PA
759 SW Federal Highway Suite 211
Stuart, FL 34994
772-607-1324
File Number: **DanksGranadaSt**

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 8th day of April, 2019 between **Keith Danks, Jr.** whose post office address is 205 N. 3rd Street, Grand Forks, ND 58203, grantor, and **Granada Street Properties, LLC**, a Florida limited liability company whose post office address is 500 S. Federal Highway, Unit 1641, Hallandale, FL 33008, grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

Lot 4, Block 7, REVISED PLAT OF PALM HAVEN SUBDIVISION (PALM HAVEN SUBDIVISION UNIT 1), according to the Plat thereof, recorded in Plat Book 5, Page 51, revised in Plat Book 8, Page(s) 44, Public Records of St. Lucie County, Florida.

Parcel Identification Number: 2401-502-0075-000-4

and

Lot 6, Block 7, REVISED PLAT OF PALM HAVEN SUBDIVISION (PALM HAVEN SUBDIVISION UNIT 1), according to the Plat thereof, recorded in Plat Book 5, Page 51, revised in Plat Book 8, Page(s) 44, Public Records of St. Lucie County, Florida.

Parcel Identification Number: 2401-502-0077-000-8

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 205 N. 3rd Street, Grand Forks, ND 58203.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise 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 December 31, 2018.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Sarah Kostelecky

[Signature] (Seal)
Keith Danks, Jr.

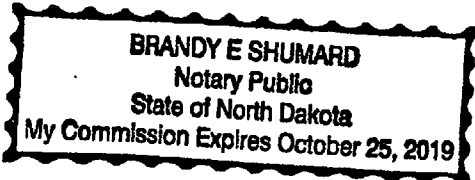
[Signature]
Witness Name: Brian Thompson

State of North Dakota
County of Grand Forks

The foregoing instrument was acknowledged before me this 8th day of April, 2019 by Keith Danks, Jr., who is personally known or has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public
Printed Name: Brandy E. Shumard
My Commission Expires: _____





THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE

Florida

August 8, 2019

Granada Street Properties LLC
Mr. Henry Loudon
500 S. Federal Highway, #1641
Hallandale, FL. 33008

Dear Mr. Loudon:

The City Commission of the City of Fort Pierce, Florida, approved Ordinance 19-029 abandoning of an unopened right-of-way being the western portion of Frances Avenue between Granada Street and Hernando Street. The Ordinance has been recorded with the St. Lucie Clerk of Court as file #4603285 following your payment in the amount of \$58,000.00. Said recorded ordinance serves as the conveyance of the right of way to you as the adjoining property owner on each side of the right of way.

If you have any questions, please contact the Planning Department.

Very truly yours,

Linda W. Cox
City Clerk

cc: Rebeca Guerra, Interim Planning Director
Jack Andrews, City Engineer
Mike Reals, Public Works Director

ORDINANCE NO. 19-029

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **ABANDONING FRANCIS AVENUE RIGHT-OF-WAY, BEING BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOT 1 BLOCK 8 OF SAID PLAT OF PALM HAVEN AND BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOT 6 BLOCK 7 OF SAID PLAT OF PALM HAVEN AND ON THE WEST BY THE NORTHERN EXTENSION ON THE WEST LINE OF BLOCK 8 UNTIL IT MEETS THE SOUTH LINE OF BLOCK 7 AND ON THE EAST BY THE NORTHERNLY EXTENSION OF THE EAST LINE OF LOT 1 BLOCK 8 UNTIL IT MEETS THE SOUTH LINE OF BLOCK 7 OF THE PALM HAVEN SUBDIVISION WITHIN THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR A REPLACEMENT EASEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City Commission of the City of Fort Pierce, pursuant the Charter and City Code of the City of Fort Pierce, has been requested to vacate and abandon an existing right-of-way known as Francis Avenue (also known as Frances), being bounded on the south by the north line of Lot 1 Block 8 of said plat of Palm Haven Subdivision and bounded on the north by the south line of Lot 6 Block 7 of said plat of Palm Haven Subdivision and on the west by the northern extension on the west line of Block 8 until it meets the south line of Block 7 and on the east by the northerly extension of the east line of lot 1 Block 8 until it meets the south line of Block 7 of the Palm Haven Subdivision within the City of Fort Pierce, Florida as recorded in Plat Book 8, Page 44, public records of St. Lucie County, Florida; and

WHEREAS, the City of Fort Pierce has a certain right-of-way or thoroughfare as hereinafter described, which is not needed for roadway or thoroughfare purposes, or for location and maintenance of any and all utilities by the City of Fort Pierce; and

WHEREAS, in consideration of the above, it is in the best interest of the general welfare of the City of Fort Pierce to vacate and abandon said right-of-way; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA;

SECTION 1. That right-of-way, more particularly described as follows, be and it is hereby vacated and abandoned upon payment of \$58,000, an appraised valuation for the entire right of way, by the applicant Granada Street Properties, LLC:

THE SOUTHERN HALF OF FRANCIS AVENUE RIGHT-OF-WAY, BEING BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOT 1 BLOCK 8 OF SAID PLAT OF PALM HAVEN AND BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOT 6 BLOCK 7 OF SAID PLAT OF PALM HAVEN AND ON THE WEST BY THE NORTHERN EXTENSION ON THE WEST LINE OF BLOCK 8 UNTIL IT MEETS THE SOUTH LINE OF BLOCK 7 AND ON THE EAST BY THE NORTHERNLY EXTENSION OF THE EAST LINE OF LOT 1 BLOCK 8 UNTIL IT MEETS THE SOUTH LINE OF BLOCK 7.

CONTAINING 0.19 ACRES OF LAND, MORE OR LESS.

STATE OF FLORIDA
ST. LUCIE COUNTY
CITY OF FORT PIERCE

THIS IS TO CERTIFY THAT
THIS IS A TRUE AND
CORRECT COPY OF THE
RECORDS ON FILE IN THIS
OFFICE

Amelaw Cox
CITY CLERK

DATE 8/8/19

(BY SEAL)

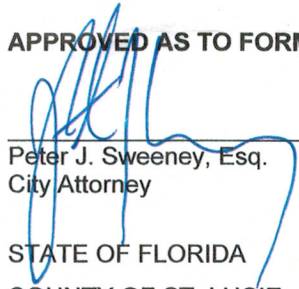
As depicted on Exhibit "A", attached hereto and incorporated herein.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance shall be and become effective upon final passage.

APPROVED AS TO FORM & CORRECTNESS:



Peter J. Sweeney, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

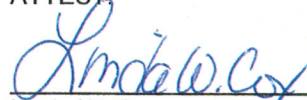
WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 19-029 was duly advertised by title only in the St. Lucie News Tribune on June 30th, 2019; copy of said Ordinance was made available at the office 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 July 15th, 2019; and was duly introduced, read by title only, and passed on second and final reading August 5th, 2019 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 5th day of August, 2019.



Linda Hudson
MAYOR COMMISSIONER

ATTEST:



Linda W. Cox
CITY CLERK

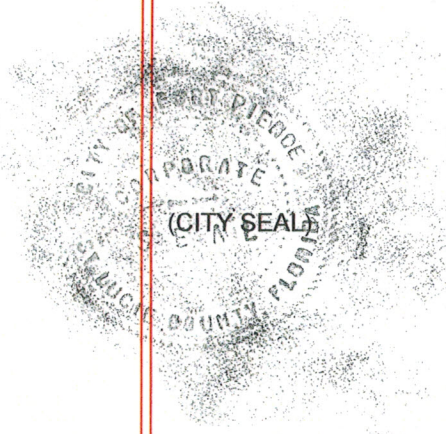
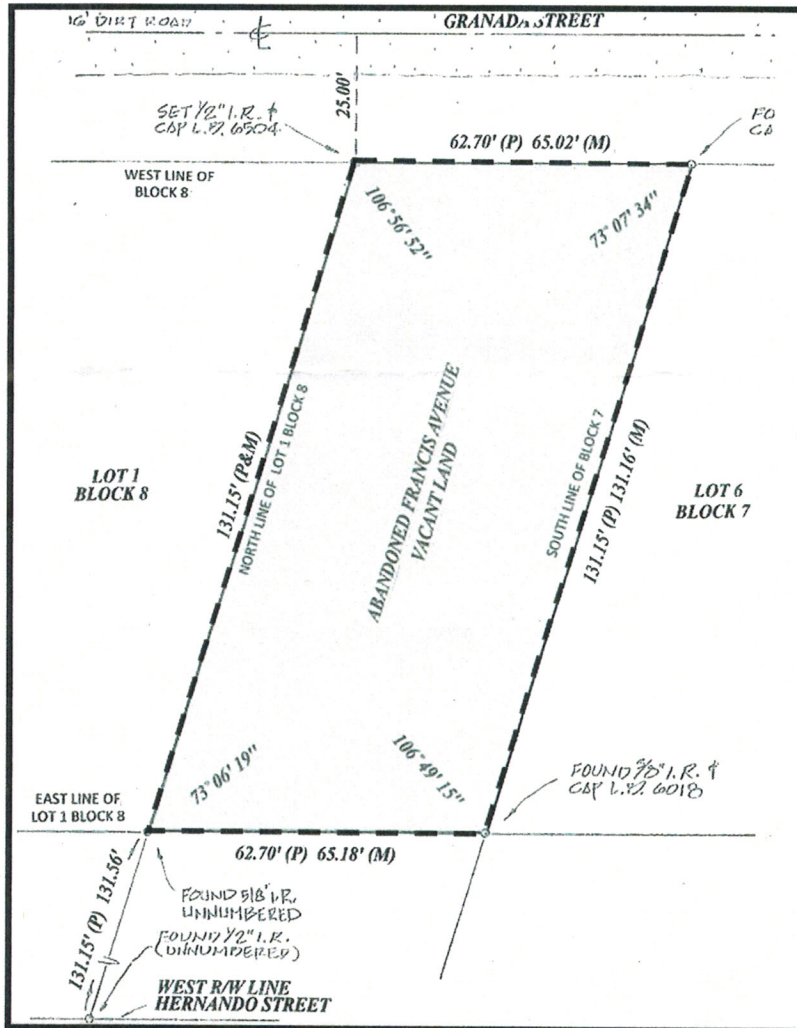


EXHIBIT A
Sketch & Legal Description of Subject Property



FRANCIS AVENUE RIGHT-OF-WAY, BEING BOUNDED ON THE SOUTH BY THE NORTH LINE OF LOT 1 BLOCK 8 OF SAID PLAT OF PALM HAVEN AND BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOT 6 BLOCK 7 OF SAID PLAT OF PALM HAVEN AND ON THE WEST BY THE NORTHERN EXTENSION ON THE WEST LINE OF BLOCK 8 UNTIL IT MEETS THE SOUTH LINE OF BLOCK 7 AND ON THE EAST BY THE NORTHERNLY EXTENSION OF THE EAST LINE OF LOT 1 BLOCK 8 UNTIL IT MEETS THE SOUTH LINE OF BLOCK 7.

CONTAINING 0.19 ACRES OF LAND, MORE OR LESS.

Prepared by and Return to Veronika Swords ,
an employee of First International Title, Inc.
107 North 2nd Street
Fort Pierce, FL 34950
File No.: 122028-41

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4426733 04/23/2018 08:58:42 AM
OR BOOK 4123 PAGE 236 - 237 Doc Type: DEED
RECORDING: \$18.50
Doc Tax: \$1008.00

WARRANTY DEED

This indenture made on April 13, 2018, by **James David Buzzerd, Todd Carlson Buzzerd and Elizabeth Lee Hovermale** whose address is: c/o P.O. Box 221, Berkeley Springs, WV 25411, hereinafter called the "grantor",

to **Granada Street Properties LLC, a Florida limited liability company** whose address is: 500 S. Federal Hwy. 1641, Hallandale, FL 33008, hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) 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:

Lots 1, 3 and 5, Block 8, REVISED PLAT OF PALM HAVEN SUBDIVISION (PALM HAVEN SUBDIVISION UNIT 1), according to the Plat thereof, recorded in Plat Book 8, Page(s) 44 of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 2401-502-0084-000/0

The land is not the homestead of the Grantor under the laws and Constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 December 31st of 2017.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

[Signature]
James David Buzzerd

[Signature]
Todd Carlson Buzzerd

[Signature]
Elizabeth Lee Hovermale

Signed, sealed and delivered in our presence:

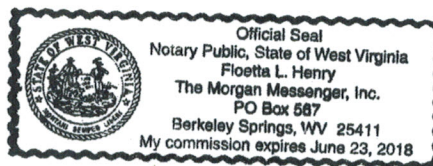
[Signature]
Witness Signature
Print Name: Jody L. Crouse

[Signature]
Witness Signature
Print Name: Floetta L. Henry

State of WV
County of Morgan

The Foregoing Instrument Was Acknowledged before me on 4-13-18, by **James David Buzzerd, Todd Carlson Buzzerd and Elizabeth Lee Hovermale**, who is/are personally known to me or who has/have produced a valid Drivers License as identification.

[Signature]
Notary Public
Printed Name: Floetta L. Henry
My Commission expires: June 23, 2018



Prepared by and return to:

Cristina M. Rubio
Attorney at Law
Ochoa & Rubio, PA
759 SW Federal Highway Suite 211
Stuart, FL 34994
772-607-1324
File Number: LundGranadaSt

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 8th day of April, 2019 between Monty Lund, a married man, whose post office address is 2520-B South Washington, Grand Forks, ND 58201, grantor, and Granada Street Properties, LLC, a Florida limited liability company whose post office address is 500 S. Federal Highway, Unit 1641, Hallandale, FL 33008, grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Saint Lucie County, Florida to-wit:

Lot 3, Block 7, REVISED PLAT OF PALM HAVEN SUBDIVISION (PALM HAVEN SUBDIVISION UNIT 1), according to the Plat thereof, recorded in Plat Book 5, Page 51, as revised in Plat Book 8, Page(s) 44 of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 2401-502-0074-000-7

and

Lot 5, Block 7, REVISED PLAT OF PALM HAVEN SUBDIVISION (PALM HAVEN SUBDIVISION UNIT 1), according to the Plat thereof, recorded in Plat Book 5, Page 51, as revised in Plat Book 8, Page(s) 44 of the Public Records of St. Lucie County, Florida.

Parcel Identification Number: 2401-502-0076-000-1

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 2520-B South Washington, Grand Forks, ND 58201.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with and grants 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 December 31, 2018.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Handwritten Signature]

Witness Name: _____

[Handwritten Signature]

Monty Lund (Seal)

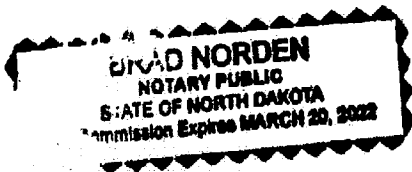
[Handwritten Signature]

Witness Name: _____

State of North Dakota
County of Grand Forks

The foregoing instrument was acknowledged before me this 11 day of April, 2019 by Monty Lund, who is personally known or has produced a driver's license as identification.

[Notary Seal]



[Handwritten Signature]

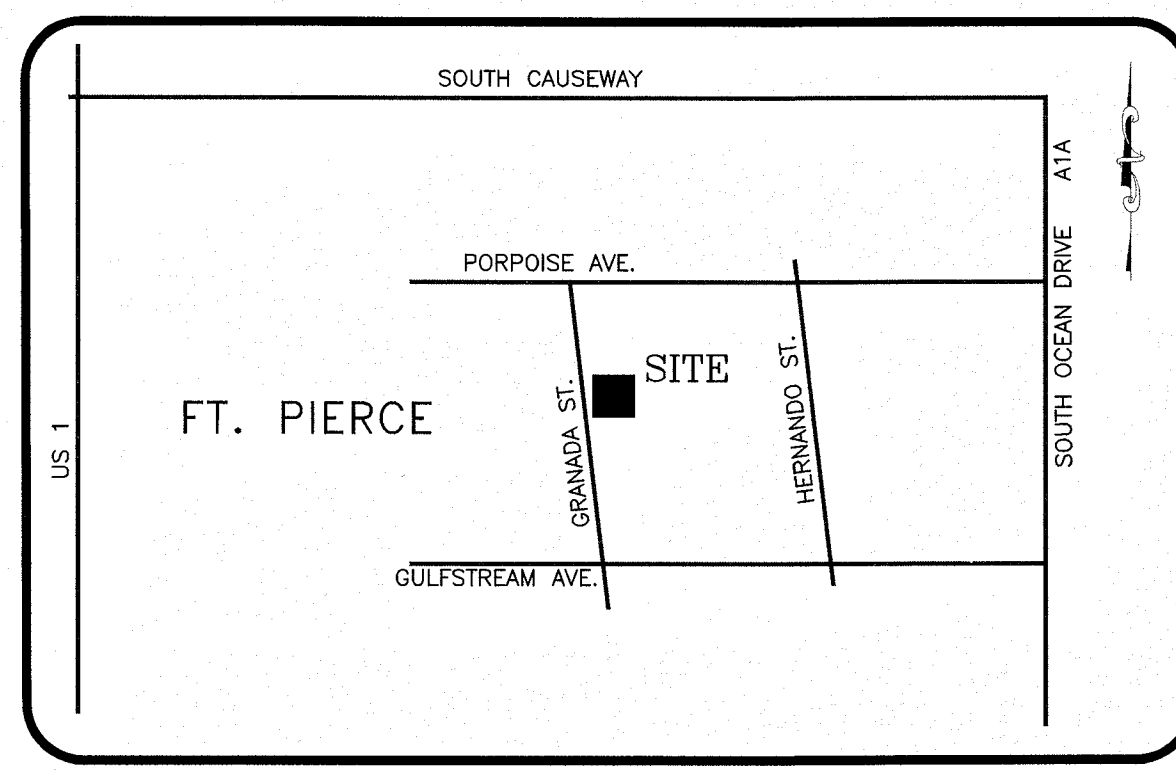
Notary Public

Printed Name: Brad Norden

My Commission Expires: March 20, 2022

GRANADA STREET COTTAGES

BEING A REPLAT OF A PORTION OF BLOCK 7 AND 8, REVISED PLAT OF PALM HAVEN SUBDIVISION
 PLAT BOOK 8, PAGE 44 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
 LYING IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 40 EAST
 CITY OF FT. PIERCE, ST. LUCIE COUNTY, FLORIDA



LOCATION MAP
(NOT TO SCALE)

DESCRIPTION

LOTS 3,4,5, AND 6, BLOCK 7, LOTS 1,3 AND 5, BLOCK 8 AND A PORTION OF THE ABANDONED RIGHT-OF-WAY OF FRANCIS AVENUE LYING BETWEEN LOT 6, BLOCK 7 AND LOT 1, BLOCK 8, REVISED PLAT OF PALM HAVEN SUBDIVISION (PALM HAVEN SUBDIVISION UNIT 1), ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 5, PAGE 51, AS REVISED IN PLAT BOOK 8, PAGE 44 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
 ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
 COUNTY OF ST. LUCIE

KNOWN ALL MEN BY THESE PRESENTS THAT GRANADA STREET PROPERTIES LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE LANDS SHOWN HEREON AS GRANADA STREET COTTAGES, TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE THE LANDS AS FOLLOWS:

1. THE 5 FOOT ADDITIONAL RIGHT OF WAY FOR GRANADA STREET IS HEREBY DEDICATED TO THE CITY OF FT. PIERCE FOR THE PERPETUAL USE OF THE PUBLIC FOR ROADWAY PURPOSES AND SHALL BE THE MAINTENANCE OBLIGATION OF THE CITY OF FT. PIERCE.

IN WITNESS WHEREOF, THE ABOVE NAMED GRANADA STREET PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT THIS ____ DAY OF _____, 2020.

GRANADA STREET PROPERTIES, LLC
 BY: _____
 PRESIDENT

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF:
 WITNESS: _____
 WITNESS: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
 COUNTY OF ST. LUCIE

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED _____, AS PRESIDENT OF GRANADA STREET PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, AND ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAME, AS PRESIDENT OF SAID COMPANY.

 (SEAL)
 NOTARY PUBLIC, STATE OF FLORIDA

TITLE CERTIFICATION

STATE OF FLORIDA
 COUNTY OF ST. LUCIE

I, _____, A MEMBER OF THE FLORIDA BAR, HEREBY CERTIFY THAT AS OF _____, 2020:

1. APPARENT RECORD TITLE TO THE LAND DESCRIBED AS SHOWN ON THIS PLAT IS IN THE NAME OF GRANADA STREET PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON.
2. ALL RECORDED MORTGAGES, NOT SATISFIED OR RELEASD OF RECORD, ENCUMBERING THE LAND DESCRIBED HEREON ARE LISTED AS FOLLOWS:
3. ALL TAXES THAT ARE DUE AND PAYABLE PURSUANT TO SECTIN 197.192, F.S. HAVE BEEN PAID.

DATED THIS ____ DAY OF _____, 2020.

ATTORNEY NAME: _____
 ADDRESS: _____

CERTIFICATE OF FINAL APPROVAL BY THE CITY COMMISSION

STATE OF FLORIDA
 COUNTY OF ST. LUCIE

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION, THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON _____, 2020.

 LINDA COX
 CITY CLERK
 FT. PIERCE, FLORIDA

PLANNING AND DEVELOPMENT APPROVAL

STATE OF FLORIDA
 COUNTY OF ST. LUCIE

IT IS HEREBY CERTIFIED THAT THIS PLAT MEETS THE MINIMUM LOT DIMENSION REQUIREMENT OF THE HI-MEDIUM ZONING DISTRICT, AS SET FORTH IN SECTION 0.01.00 OF THE CITY OF FT. PIERCE DEVELOPMENT CODE.

 JENNIFER HOFMEISTER, DIRECTOR
 PLANNING DEPARTMENT
 FT. PIERCE, FLORIDA

CERTIFICATE OF APPROVAL BY CITY ATTORNEY

STATE OF FLORIDA
 COUNTY OF ST. LUCIE

IT IS HEREBY CERTIFIED THAT THE FOREGOING PLAT IS APPROVED TO FORM AND SUFFICIENCY.

THIS ____ DAY OF _____, 2020.

 PETER J. SWEENEY
 CITY ATTORNEY
 FT. PIERCE, FLORIDA

CLERK'S RECORDING CERTIFICATE

STATE OF FLORIDA
 COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE(S) _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS ____ DAY OF _____, 2020.

 JOSEPH E. SMITH
 CLERK OF THE CIRCUIT COURT
 ST. LUCIE COUNTY, FLORIDA

SURVEYOR'S REVIEW CERTIFICATE

STATE OF FLORIDA
 COUNTY OF ST. LUCIE

IT IS HEREBY CERTIFIED THAT THE UNDERSIGNED SURVEYOR AND MAPPER DULY LICENSED IN THE STATE OF FLORIDA HAS REVIEWED THIS PLAT FOR CONFORMITY WITH THE REGULATIONS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

THIS ____ DAY OF _____, 2020

 GREGORY S. FLEMING
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4350

SURVEYOR'S NOTES

1. THE CENTERLINE OF GRANADA STREET IS ASSUMED TO BEAR NORTH 18°37'29" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
2. NO BUILDINGS OR ANY KIND OF OBSTRUCTION SHALL BE PLACED ON UTILITY OR DRAINAGE EASEMENTS.
3. LOT CORNERS AND PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AT POINT OF INTERSECTIONS AND/OR CHANGE IN DIRECTION AS REQUIRED BY CHAPTER 177, FLORIDA STATUTE.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY MADE UNDER MY DIRECTION AND CHARGE, THAT SAID SURVEY COMPLIES WITH CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND MONUMENTS ACCORDING TO SECTION 177.061, FLORIDA STATUTES HAVE BEEN PLACED AS REQUIRED BY LAW; AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF ST. LUCIE COUNTY, FLORIDA.

CIVLSURV DESIGN GROUP, INC.

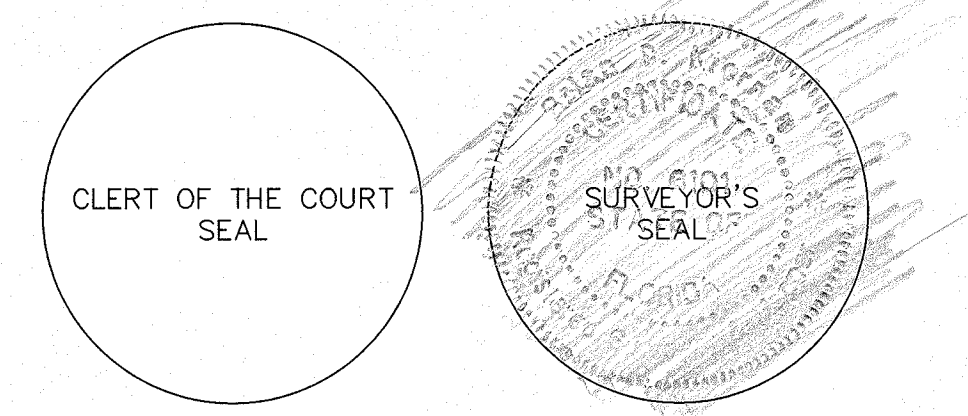
 BY: BRIAN C. KIERNAN
 PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 6101

4/1/2020
 DATE OF SIGNATURE

PREPARED IN THE OFFICE OF:
 CIVLSURV DESIGN GROUP, INC.
 2400 RHODE ISLAND AVENUE
 FT. PIERCE, FLORIDA 34950
 CERTIFICATION NUMBER: LB 7805

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.



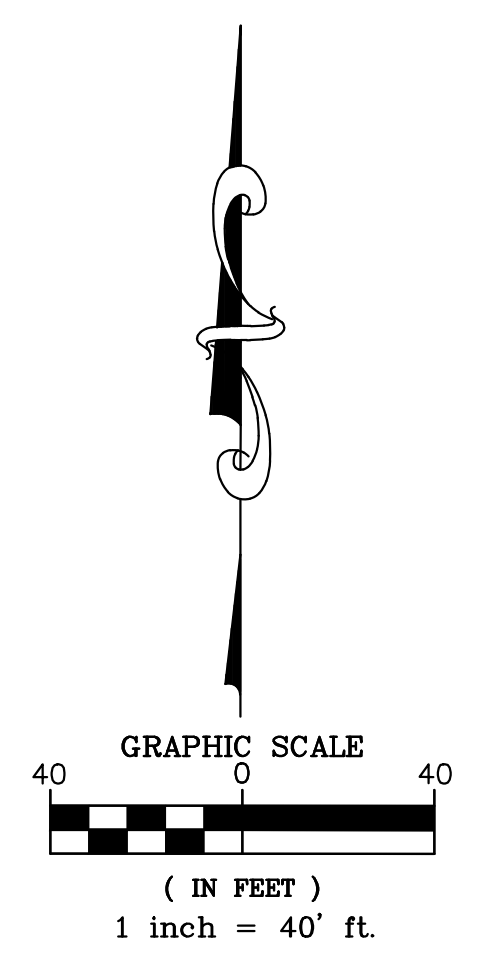
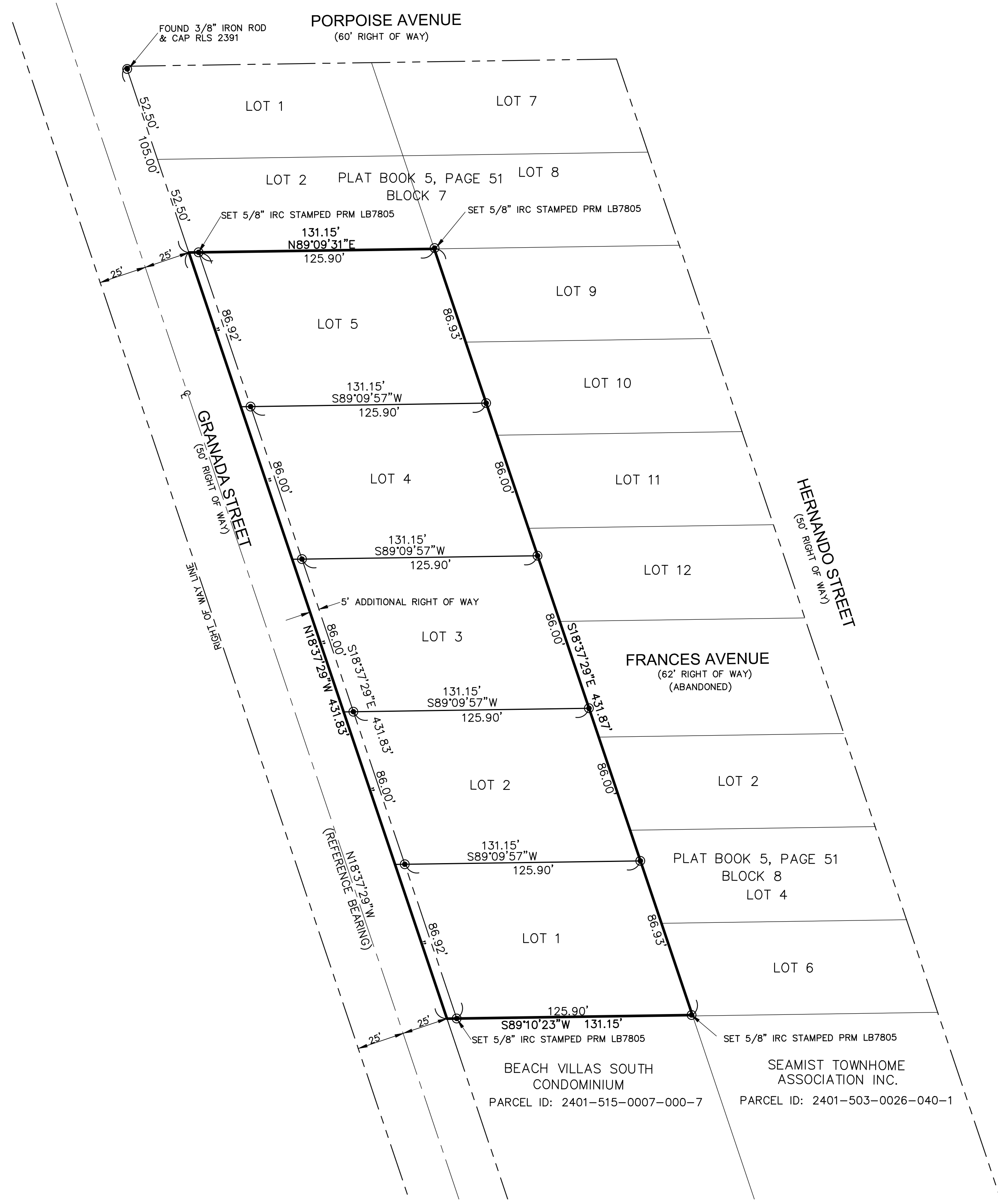
CIVLSURV
 CIVLSURV DESIGN GROUP, INC.
 2400 Rhode Island Avenue Ft. Pierce, FL 33950 Tel: 772-323-2244

SHEET NO.
 1
 OF
 2

GRANADA STREET COTTAGES

BEING A REPLAT OF A PORTION OF BLOCK 7 AND 8, REVISED PLAT OF PALM HAVEN SUBDIVISION
 PLAT BOOK 8, PAGE 44 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
 LYING IN SECTION 1, TOWNSHIP 35 SOUTH, RANGE 40 EAST
 CITY OF FT. PIERCE, ST. LUCIE COUNTY, FLORIDA

PLAT BOOK _____
 PAGE _____
 DOCKET _____



- LEGEND & ABBREVIATIONS**
- O.R.B. - OFFICIAL RECORDS BOOK
 - U.E. - UTILITY EASEMENT
 - D.E. - DRAINAGE EASEMENT
 - C+ - CENTERLINE
 - (D) - DEED
 - (M) - MEASURED
 - (C) - CALCULATED
 - L.B. - LICENSED BUSINESS
 - ID - IDENTIFICATION
 - ⊙ - SET IRON 5/8" IRON ROD & CAP LB7805
 - IRC - IRON ROD AND CAP