



TO: TECHNICAL REVIEW COMMITTEE
FROM: VENNIS GILMORE, PLANNER
RE: TECHNICAL REVIEW PROJECT# 20-04000005
DATE: MAY 7, 2020

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

The above referenced **Conditional Use w/ No New Construction** is being submitted for your review and comments. The request seeks to establish a Vacation Rental; offering lodging for a minimum of two days and a maximum of less than six months. The subject site is zoned Hutchinson Island Medium Density Residential Zone (R-4A) with a Future Land Use of HIR, Hutchinson Island Residential. Per City Code Section 22-22. – Allowed Uses; Dwelling Rentals are classified as a Conditional Use in the Hutchinson Island Medium Density Residential Zone (R-4A). The condo unit is approximately 680 sq. ft. with one bedroom and one bath. The subject site location has approximately a total of 0.53 acres.

Please review and provide two copies of comments on the project. Please send all comments to the following emails vgilmore@cityoffortpierce.com, arosenthal@cityoffortpierce.com, or through interoffice mail to the Planning Department. If you have comments please respond at minimum, by the day before the Technical Review Committee Meeting (May 21, 2020).

Please do not hesitate to contact me should you require any additional information at 772-467-3741.

Thank you.

Vennis Gilmore



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
(861) 507-9778
 Phone Number
Sarah.marie.saffron@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
 Property Owner(s) Signature(s)

Nelson Ofeimu

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

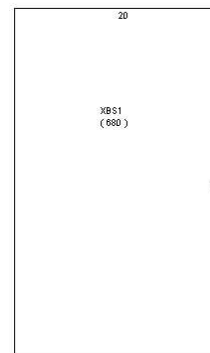
Roof Structure:
 Frame:
 Primary Wall: CB Stucco
 Secondary Wall:

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

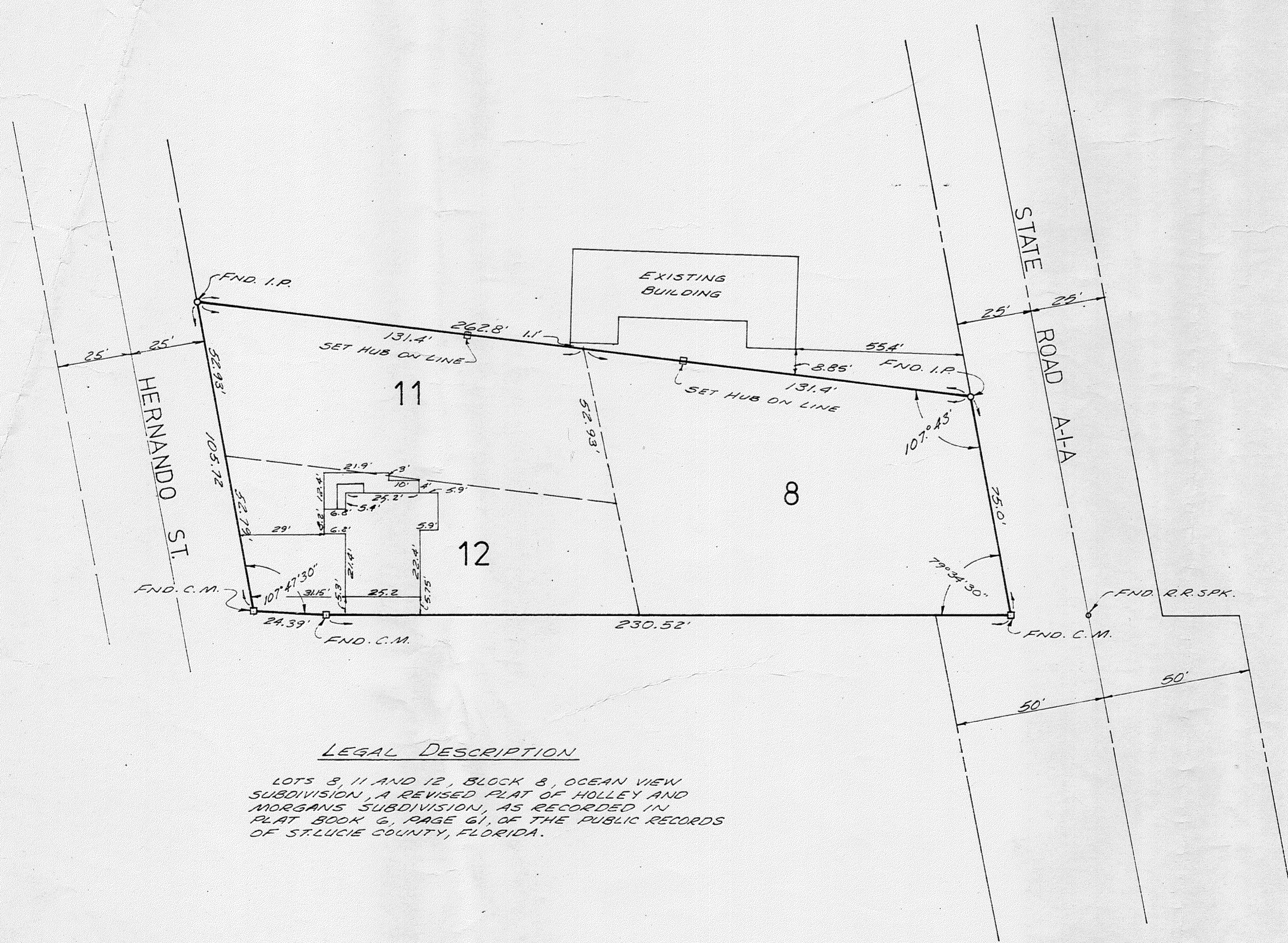
This does not necessarily represent the total Special Assessments that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office .

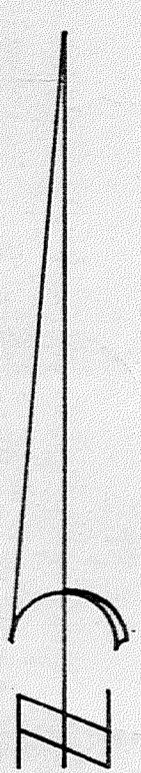
Historical Values

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 ACCU-
 RATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND
 THERE ARE NO ENCROACHMENTS, EXCEPT AS SHOWN.


 ALFREDO M. LOPEZ, SURVEYOR
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 7252

SURVEY MADE FOR:	
K.M. BROOKS AND L.M. SPARKS	
SURVEYING SERVICES OF FLORIDA, INC.	
LAND SURVEYORS	
FORT PIERCE, FLORIDA	
SCALE 1" = 30'	DATE 3-30-77
FIELD R.E.	BK. PG.
OFFICE A.L.A.	FILE NO.
DR'N. D.F.	JOB NO. 383

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](#).

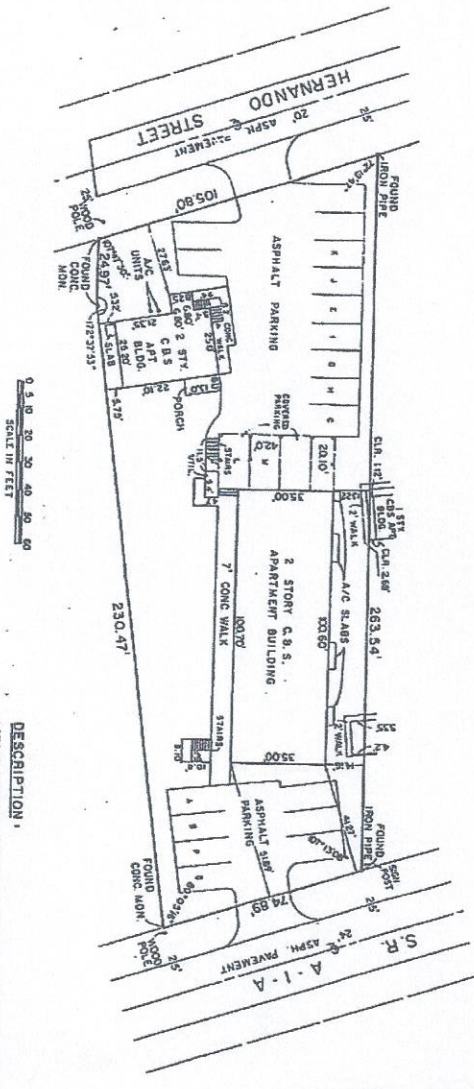
Florida Community Association Manager License Requirements

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.

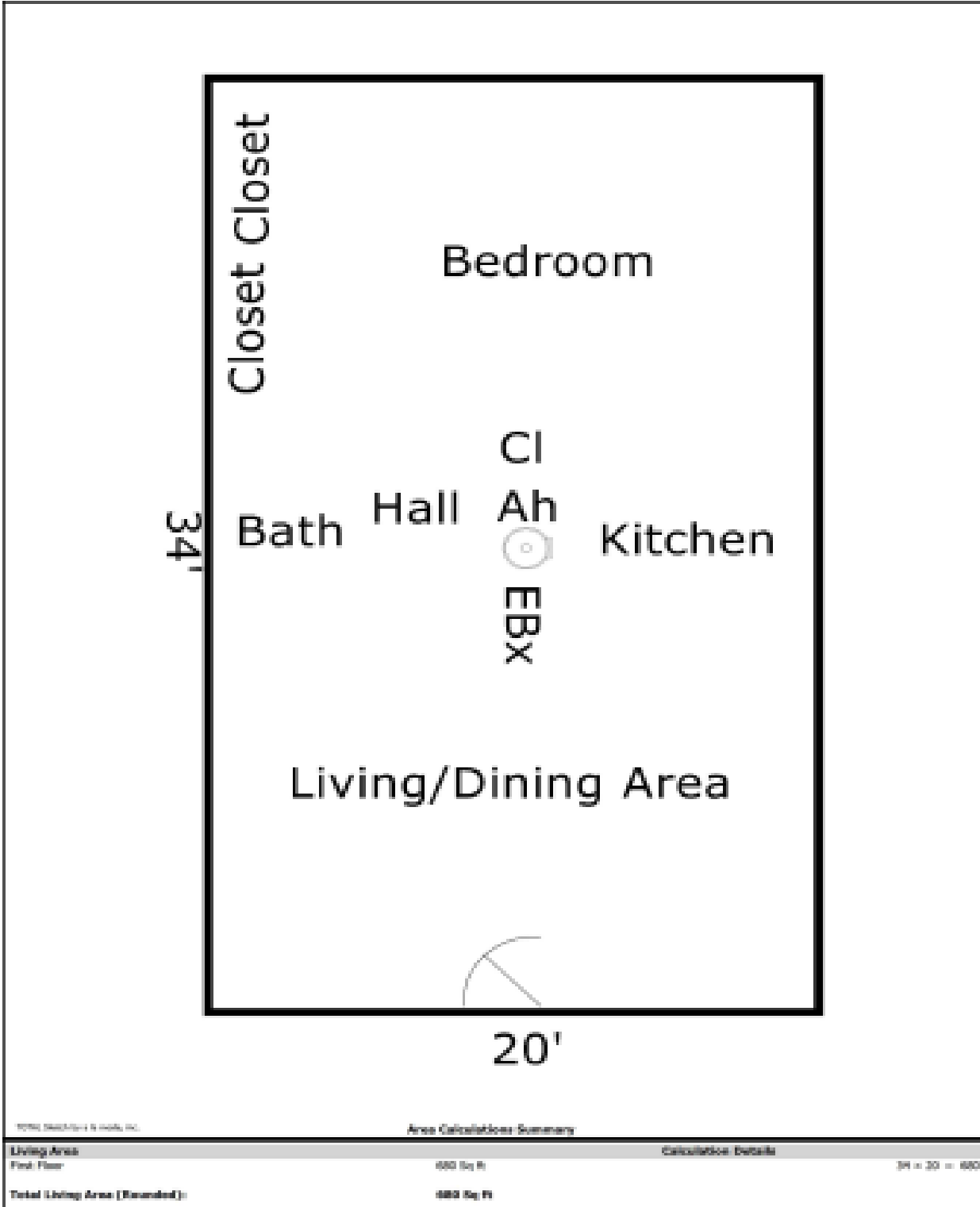
CERTIFICATION:
 THE UNDERSIGNED, A SURVEYOR, DOXY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN ON THIS PLAN IS COMPLETE AND THAT EACH MATERIAL IS EXHIBIT B(1) TO THE DECLARATION OF CONDOMINIUM OF BOARDWALK CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE CONDOMINIUM PROPERTY AS SHOWN ON THIS PLAN AND THAT THE IDENTIFICATION LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THE AREAS 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		Arthur V. Strock & Associates, Inc. engineers • planners • surveyors deerfield beach • delray beach, fla.
DATE	5-18-82		
BY	AS	PROJECT NO.	1345
CHECKED BY	AS	DATE	5-18-82
SCALE	AS SHOWN	PLAT	5
DATE	5-18-82	BOOK	5

EXHIBIT B(i)

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



BOARDWALK CONDOMINIUM

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- 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, FLORIDA 33944
ST. PETERSBURG, FLORIDA 34786

- 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 193-2929

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, 1300
FORT MIAMI, FLORIDA 33134
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, the Association shall not be liable to unit owners for injury, damage, other than the cost of maintenance and repair, caused by any maintenance or repair of property to be repaired and maintained 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, 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. Thereafter, the Board of Directors shall be held at the same place as the voting members' annual meeting, and immediately after the adjournment of same;

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

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

(d) A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business and the act of a majority shall be the act 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 the collection of assessments upon such conditions 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 proxy shall only be valid for such meeting or subsequent adjourned meeting if it is signed by the person whose name on the 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(s) entitled to 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,

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 and the Board of Directors shall be authorized to open and maintain one or more accounts with 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 of 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

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 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. Bravak
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 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

JANIS HODLMAN, CLERK

By _____

1-25-2002



2/26/02
By _____
215 So Ocean Drive,
St. Martin St 33444

JANIS HODLMAN, 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. 00080615
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 use, and other items those incurred applicable to the condominium, but not the 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
			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"

CASE NUMBER _____

WOOD-DESTROYING ORGANISM INSPECTION REPORT

HRS Form 1145, Effective 6/28/79

License Name Rowley's Pest Control

Inspection Date 7-20-82

License Address 906 Angle Road Ft. Pierce, Fla.

License No. 1070

Inspector's Name James D. Poyell

I.D. Card No. 2832

Property Address 715 S. Ocean Dr. Ft. Pierce, Florida

Specific Structure(s) Inspected Apartment

SCOPE OF INSPECTION

A trained and qualified representative of this company has conducted a careful inspection of the visible and accessible areas of the structure(s) such as, but not limited to, the areas of the structure(s) which are visible and accessible at the time of the inspection and is not an opinion concerning the condition of the structure(s) or any portion of the structure(s) in which inspection would require the removal of wall covering, flooring, ceiling, or other interior finish. THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organism inspector is not ordinarily a construction or building trade professional and is not qualified to inspect for structural damage or other evidence of wood-destroying organisms in or on the structure(s) inspected. The inspector's report is limited to the presence of wood-destroying organisms in or on the structure(s) inspected. This is not to be construed to constitute a guarantee of the absence of wood-destroying organisms.

REPORT OF FINDINGS

(1) Active infestation was observed: Yes No (Common name of organism observed) _____

Location(s): _____ (Continue on reverse side if necessary)

(2) Other evidence of infestation was observed: Yes No

Describe other evidence observed: _____ (Continue on reverse side if necessary)

Location(s): _____ (Continue on reverse side if necessary)

(3) Visible damage was observed: Yes No

Organization(s) causing damage: _____ (Common name of organism(s))

Location(s): _____ (Continue on reverse side if necessary)

(4) This company has treated this property previously: Yes No

(5) This property shows evidence of previous treatment: Yes No

(6) This company has treated the structure(s) for the control of: _____ (Common name(s) of organism(s))

by the application of _____ (Common name(s) of organism(s))

any subsequent owner was issued for the control of _____ (Common name(s) of organism(s))

and expires _____ (Date)

Neither I nor the firm for whom I am acting have any financial interest in this property, or is associated in any way in this transaction with any party to this transaction, other than as a wood-destroying organism inspector of the structure(s).

Representative Billie Rowley/Inc Date July 21, 1982

(License or Certificate Number)

MAIL REPORT TO:

Boardwalk Apts.

ATTN: Mrs. Spatzka

Basic Charge \$ 225.00

715 S. Ocean Dr.

Fort Pierce, Florida 33450

Additional Charges \$ 225.00

INSPECTION ORDERED BY _____ BUYER

SELLER

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER (SELLER). FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER (SELLER) TO A BUYER.

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between K. M. 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 ROYAL PALM 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
1007 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-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 purchaser's agreement from a lending institution (20) days before his agreement is to be obtained within twenty 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's agree 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
11007 PINE HOLLOW ROAD
TALLAHASSEE, FLORIDA 32310
TELEPHONE: 904/871-1420

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: _____
K. M. BROOKS _____ (Seal)
As to Seller _____
LOUISE M. SPARKS _____ (Seal)
"SELLER"

Executed by Purchaser on _____, 19____.

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

Purchaser's Mailing Address: _____
"PURCHASER"

-5-
FEE, FEE, KOBLEGARD, TEEB & KENNY, P.A.
ATTORNEYS AT LAW
1001 NORTH DEPTER AVE. SUITE 1000
FARMINGTON, CONNECTICUT 06030
TELEPHONE (203) 443-9220

WARRANTY DEED

THIS WARRANTY DEED made and executed this _____ day of
JULIUS 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 Record Book _____, in Official _____ 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 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 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.
 1400 WEST OFFICE PARK ROAD
 SUITE 200
 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) 835-1220

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

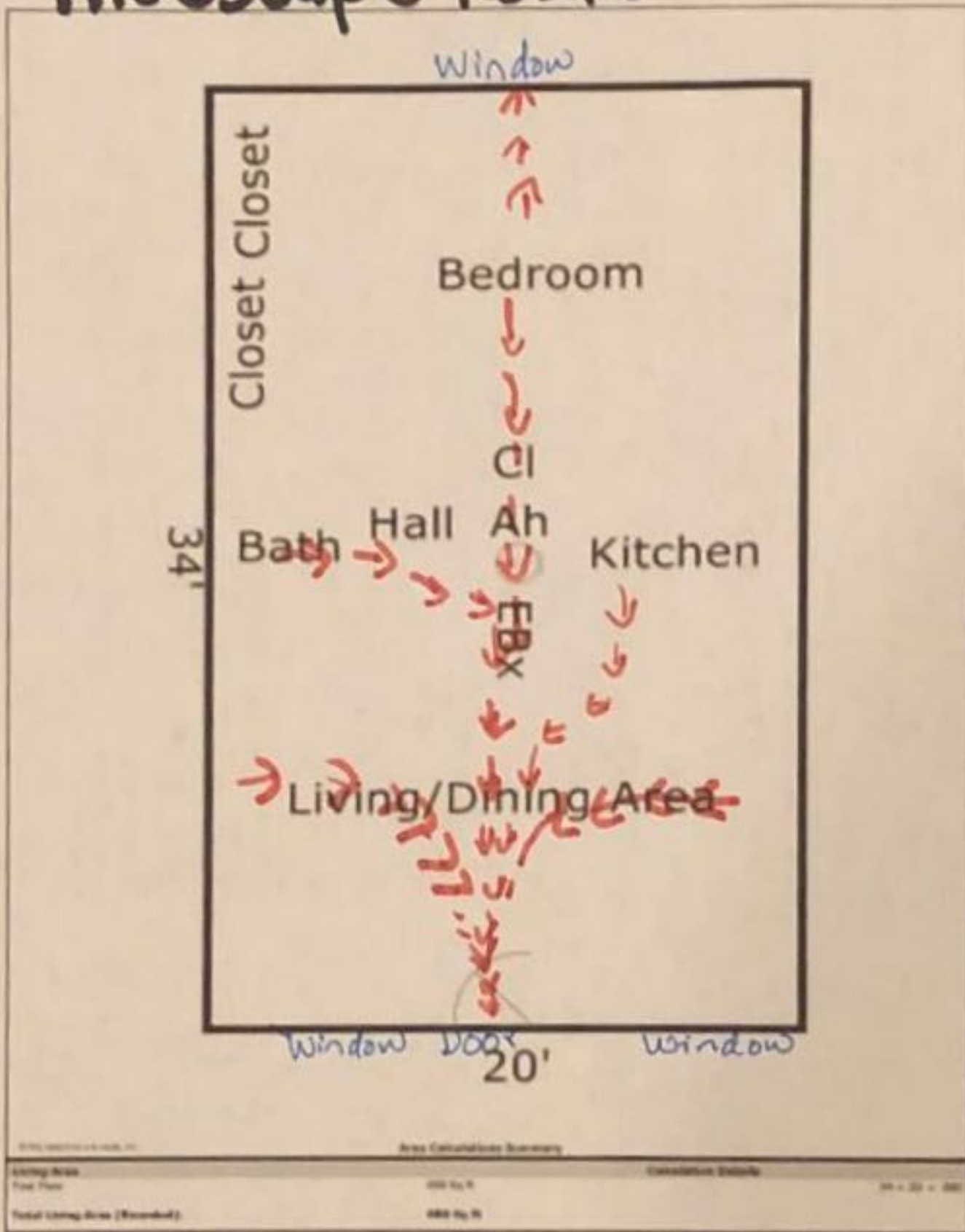
- Remove all trash and dispose of in the dumpster located in the back-parking lot
- Peaceful enjoyment of common areas at reasonable hours without excessive noise or music
- Pets need to remain in compliance with local leash and pet fecal disposal laws.
- Smoking is prohibited
- Park in assigned parking 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