C I T Y O F F O R T P I E R C E

CITY COMMISSION AGENDA

Regular Meeting - Monday, May 1, 2023 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Bishop Craig Cobb with City of Faith

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of minutes of the April 17, 2023 regular meeting.

6. **PROCLAMATIONS**

   a. Lupus Awareness Month

   b. Mental Health Awareness Month

   c. Letter Carriers' Food Drive Day

7. **LETTERS TO COMMISSION**

   a. Email from Diana Johnson with Spanish Lakes Fairways HOA thanking Teresa Miller, Grants Division's Administrative Assistant, for her helpfulness.

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

10. **MISCELLANEOUS REPORTS**

a. Presentation of Fort Pierce Youth Council Activity Update

11. **CONSENT AGENDA**

a. Approve purchase of one (1) 2024 Peterbilt Model 520 automated side load refuse collection truck for the Solid Waste Division in an amount not to exceed $381,989.00.

b. Approve the Emergency Purchase of Elevator Door Locking Monitoring Devices from KONE Inc., Orlando FL, in the amount of $85,935.48.

12. **PUBLIC HEARINGS**

a. Quasi-Judicial Hearing - Review and approval of an application for a Final Plat Review submitted by applicant Regina Karner of Karner Surveying Inc., to subdivide 1 parcel into 4 platted lots at 1602 Surfside Drive, more specifically located at Parcel ID: 2412-501-0132-000-3.

b. Legislative Hearing - Ordinance 23-027 - Review and approval of an ordinance by the City Commission of the City of Fort Pierce, Florida; Rezoning the property generally located at or near 4483 south 25th street, from PD, Planned Development Zone to R-1, Single-Family Low Density Zone;
Subject Property: Parcel ID: 2325-111-0001-000-2. SECOND READING

c. Legislative Hearing - Ordinance 23-028: Review and approval of an ordinance extending the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near approximately 750 feet east of the Southeast Corner of South US Highway 1 and Dixieland Drive in Fort Pierce, Florida. The parcel ID is 2427-801-0085-000-5. SECOND READING

d. Legislative Hearing - Ordinance 23-029 Amending Chapter 103, Article V, Amending Section 103-203 Regulation of Stormwater Run-off. SECOND READING

e. Legislative Hearing - Ordinance 23-030 An application annexing a parcel of land approximately 6.79 acres, located west of US Highway 1 on the South side of Weatherbee Road. Parcel ID: 3403-502-0015-000-5. FIRST READING

13. **CITY COMMISSION**

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Pursuant to Sec. 2-49, Fort Pierce Code of Ordinances, persons desiring to place an item on the agenda may make written request to the city manager no later than 5:00 p.m. fifteen (15) days preceding the regular city commission meeting. Such request must state the subject matter of the individual's appearance and should include any background materials pertinent to the issue. The city manager shall review the request to determine if the item might be handled administratively or whether the subject matter is an item of city business. If appropriate, the city manager shall submit the item for placement on the agenda to the city clerk no later than 5:00 p.m. ten (10) days preceding the regular city commission meeting. The mayor may impose a time limitation of five (5) minutes, or allow such additional time he or she determines necessary and appropriate for such person to make presentation. All reports, communications, ordinances, resolutions, contracts, documents or other materials to be submitted to the commission shall, no later than 12:00 noon on Wednesday prior to each meeting, be delivered to the city clerk and furnish each member thereof with a copy of the same prior to the regular meeting.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk’s Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Regular Meeting - 5:05 pm **5. a.**

Meeting Date: 05/01/2023

Re:

SUBJECT:

Approval of minutes of the April 17, 2023 regular meeting.

Attachments

Minutes

Form 8B - Jeremiah Johnson

Form Review

Form Started By: Linda Cox Started On: 04/26/2023 10:37 AM

Final Approval Date: 04/26/2023

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 5:05 P.M. ON MONDAY, APRIL 17, 2023.

1. CALL TO ORDER

Mayor Hudson called the April 17, 2023, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Nicholas Khoury with Pure Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines; Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson; Mayor Linda Hudson

Staff Present: City Clerk Linda Cox
City Manager Nicholas Mimms
City Attorney Tanya Earley

5. APPROVAL OF MINUTES

a. Approval of the minutes from the April 3, 2023 regular meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve the Minutes from the April 03, 2023 Regular Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

6. **PROCLAMATIONS**

a. Child Abuse Prevention Month - Helping People Succeed

b. Crime Victims' Rights Week

7. **LETTERS TO COMMISSION**

a. Email from Dan Cushman commending Mike Reals, Public Works Director, and Jacolby Washington, Solid Waste Division Manager for the excellent customer service that he received from the Public Works Department.

b. Letter from Miguel and Patricia Vargas expressing their appreciation of Building Permit Specialist Susan Keller’s assistance with their Compliance Review and Building Permit.

c. Matthew Altenhoff’s Facebook post in recognition of Solid Waste Division Driver Jeffery Pederson’s exceptional customer service

8. **ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA**

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve the Agenda as set.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

9. **COMMENTS FROM THE PUBLIC ON AGENDA ITEMS NOT REQUIRING PUBLIC HEARINGS**

Any person who wishes to comment on an agenda item which is not under Public Hearings on the Agenda may be heard at this time and must sign up to speak in advance. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

Melanie Trewyn, Item 6b

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

a. Approval of the PBA Sergeants' and Lieutenants' contract for the period of October 1, 2021 through September 30, 2024.

b. Approval of the PBA Contract for the Officers that has been ratified for the period of October 1, 2021 through September 30, 2024.

c. Approval of the FY 2022 Final Budget Amendment for Grant Funds.

d. Approval of Interlocal Agreement with St. Lucie County for the Development of the Avenue D Model Block

e. Approval of request by Peter Sweeney, Esq. for a waiver of potential conflict of interest.

f. Approval of an Event Agreement between the City of Fort Pierce and Causeway Cove Marina, LLC for the "Back the Blue 100- Year Anniversary Celebration" event being hosted by the St. Lucie County Historical Society and being held on April 22, 2023.

Commissioner Gaines pulled item 11e.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve 11a-11d and 11f of the consent agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

As to item 11e
Commissioner Gaines inquired and briefly discussed the waiver of conflict request.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve item 11e.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

12. PUBLIC HEARINGS

a. Legislative Hearing - Ordinance 23-025 - Final Budget Amendment of the General Fund 2021-22 Budget. SECOND READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 23-025
AN ORDINANCE AMENDING THE 2021-22 BUDGET OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNED AS THE 2021-22 FINAL BUDGET AMENDMENT; THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE (SECOND READING)

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 23-025.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

b. Legislative Hearing - Ordinance 23-023 amending Chapter 117 of the Code of Ordinances entitled "Signs." SECOND READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 23-023
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 117, OF THE CODE OF ORDINANCES ENTITLED "SIGNS", SECTION 117-8 BY REPEALING PROVISIONS IN CONFLICT WITH § 553.792(2)(A), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 23-023.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

c. Legislative Hearing - Ordinance 23-024 Amending Chapter 103, Article II "Building Code," Division 2 of the Code of Ordinances Entitled "Building Fees." SECOND READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 23-024
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING CHAPTER 103, ARTICLE II “BUILDING CODE”, DIVISION 2 OF THE CODE OF ORDINANCES ENTITLED "PERMIT FEES", SECTION 103-52 PROVIDING WHEN PERMIT FEES ARE DUE, PROVIDING FOR THE DETERMINATION OF VALUATIONS, ESTABLISHING THE ARCHITECTURAL PRE-REVIEW INCENTIVE AND PROVIDING FOR REFUND APPLICABILITY; AMENDING SECTION 103-53 PROVIDING PERMIT FEES AND PLAN REVIEW FEES; AMENDING SECTION 103-54, TO CORRECT CODIFICATION ERRORS; AMENDING SECTION 103-55 TO PROVIDE AN ADDITIONAL INCENTIVE FEE; AMENDING SECTION 103-56 TO PROVIDE AN ADDITIONAL PENALTY FEE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.(SECOND READING)

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No. 23-024.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

d. Legislative Hearing - Ordinance 23-029 Amending Chapter 103, Article V, Amending Section 103-203 Regulation of Stormwater Run-off. FIRST READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 23-029
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING CHAPTER 103, ARTICLE V, AMENDING SECTION 103-203 – REGULATION OF STORMWATER RUN-OFF; REQUIRED SLOPE TO PROVIDE FOR ENGINEERED DRAINAGE PLAN REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING)

Paul Thomas, Director of Building explained that this ordinance allows for refinement and clarification of specific perimeters.

The Commission requested additional information on the change of verbiage, certification requirements, the challenges with the proposed changes, additional information on percentage of area and number of applicable permits processed over the last two years. Mr. Thomas explained that this is the second year of the

changes, the purpose is for refinement and that research will be completed on the percentage of area and the number processed over the last two years.

Mayor Hudson opened the public hearing.

Aaron Fried – Expressed concern.
Eloise Hazelwood-Offered suggestions.

Mayor Hudson closed the public hearing.

Mr. Thomas addressed concerns posed by the public.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr.

AYE: Commissioner Michael Broderick, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson
NAY: Commissioner Arnold Gaines, Commissioner Jeremiah Johnson
Passed

e. Legislative Hearing - Ordinance 23-028: Review and approval of an ordinance extending the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near approximately 750 feet east of the Southeast Corner of South US Highway 1 and Dixieland Drive in Fort Pierce, Florida. The parcel ID is 2427-801-0085-000-5. FIRST READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 23-028
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR APPROXIMATELY 750 FEET EAST OF THE SOUTHEAST CORNER OF SOUTH US HIGHWAY 1 AND DIXIELAND DRIVE IN FORT PIERCE, FLORIDA AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING)

Vennis Gilmore, Assistant Planning Director, presented the review and approval of an ordinance extending the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near approximately 750 feet east of the Southeast Corner of South US Highway 1 and Dixieland Drive.

RECOMMENDATION:
As proposed, the annexation meets the standards of the City’s Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve Ordinance No. 23-028.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

f. Quasi-Judicial Hearing - Ordinance 23-027 - Review and approval of an ordinance by the City Commission of the City of Fort Pierce, Florida; Rezoning the property generally located at or near 4483 south 25th street, from PD, Planned Development Zone to R-1, Single-Family Low Density Zone;
Subject Property: Parcel ID: 2325-111-0001-000-2. FIRST READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 23-027
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT OR NEAR 4483 SOUTH 25th STREET, FROM PD, PLANNED DEVELOPMENT ZONE TO R-1, SINGLE-FAMILY LOW-DENSITY ZONE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. (FIRST READING)

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Tanya Earley would read regarding Quasi-Judicial Hearings as they apply to subsequent Quasi-Judicial Hearings tonight. Tanya Earley, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Michael Broderick-No
Commissioner Arnold Gaines - No
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson - No
Mayor Hudson - No

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Vennis Gilmore, Assistant Planning Director presented the rezoning of the property generally located at or near 4483 south 25th street, from PD, Planned Development Zone to R-1, Single-Family Low-Density Zone.

RECOMMENDATION:
Approval of the proposed Ordinance rezoning the property generally located at or near 4483 south 25th street, from PD, Planned Development Zone to R-1, Single-Family Low-Density Zone;

Questions of Staff:
Commissioner Jeremiah Johnson inquired on the parcels adjacent and north, future land use, and if this was included in the original Oak Alley planned development. Mr. Gilmore commented that the parcels adjacent are County with consistent land use, and this parcel was included in the original planned development of Oak Alley by mistake..

Commissioner Broderick inquired if this is merely the lowering of density. Mr. Gilmore confirmed that it is.

Mayor Hudson opened the public hearing.

Debbie Fontaine, property owner, commented on her desire to have the land use reverted to the original use.

Mayor Hudson closed the public hearing.

Commissioner Johnson inquired if the land use will be corrected to single family. Mr. Gilmore explained that the property had been annexed as PD but will be reverted to single family land use.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Jeremiah Johnson to approve Ordinance No. 23-027.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

g. Quasi-Judicial Hearing - Review and approval of an application for a Preliminary Plat Review submitted by applicant Todd Howder of MBV Engineering to subdivide 3 parcels into 5 platted lots at 5553, 5555 and 5575 Okeechobee Road, more specifically located at parcel IDs: 2419-321-0001-000-5. 2419-322-0003-000-2 and 2419-322-0002-000-5.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Michael Broderick-Yes (Applicant)
Commissioner Arnold Gaines - No
Commissioner Curtis Johnson Jr.- Yes (Applicant)
Commissioner Jeremiah Johnson – Yes (Applicant)
Mayor Hudson - No

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Ryan Altizer, Senior Planner presented the review and approval of an application for a Preliminary Plat Review submitted by applicant Todd Howder of MBV Engineering to subdivide 3 parcels into 5 platted lots at 5553, 5555 and 5575 Okeechobee Road.

RECOMMENDATION:
Staff recommends that the City Commission vote APPROVAL of the Preliminary Plat.

Questions of Staff:
None

Questions of the Applicant:
Aaron Stanton, MBV, was available for questions.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve the application for the preliminary plat.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

h. Quasi-Judicial Hearing - Review and approval of an application for a Preliminary Plat Review submitted by applicant Peter Sweeney of Block and Scarpa to subdivide 1 parcel into 3 platted lots at 2671 S. Jenkins Road, more specifically located at parcel ID: 2324-411-0000-000-3.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Michael Broderick-No
Commissioner Arnold Gaines - Yes (Applicant)
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson – Yes (Applicant)
Mayor Hudson - No

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Ryan Altizer, Senior Planner, presented the review and approval of an application for a Preliminary Plat Review submitted by applicant Peter Sweeney of Block and Scarpa to subdivide 1 parcel into 3 platted lots at 2671 S. Jenkins Road.

RECOMMENDATION:
Staff recommends that the City Commission vote APPROVAL of the Preliminary Plat.

Questions of Staff:
None

Questions of the Applicant:
Peter Sweeney, Block and Scarpa, was available for questions.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve the application for the preliminary plat.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

i. Quasi-Judicial Hearing - Review and Approval of an application for Final Plat, submitted by Property Owner(s) Oleander Oaks Development LLC and Applicant, Pedro Quijada, to subdivide approximately 12.919 acres of land (more or less) into 50 platted single-family lots and 2 common-area tracts for The Oleander Oaks Subdivision located at or near 4003 Oleander Avenue in Fort Pierce, FL. The property is currently zoned Medium Density Residential (R-4). Parcel Control Number: 2433-144-0002-000-3.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Michael Broderick-Yes (Developer, Planning Board)
Commissioner Arnold Gaines – Yes (Developer)
Commissioner Curtis Johnson Jr.- Yes (Developer)
Commissioner Jeremiah Johnson – Yes (Applicant, Residents)
Mayor Hudson - No

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Vennis Gilmore, Assistant Planning Director presented the review and approval of an application for Final Plat, submitted by Property Owner(s) Oleander Oaks Development LLC and Applicant, Pedro Quijada, to subdivide approximately 12.919 acres of land (more or less) into 50 platted single-family lots and 2 common-area tracts for The Oleander Oaks Subdivision located at or near 4003 Oleander Avenue.

RECOMMENDATION:
Staff recommends Approval of the request with one (1) condition:
1.The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Court in accordance with Florida State Statute 177.111.

Questions of Staff:
Commissioner Broderick inquired when it came before the Panning Board. Mr. Gilmore explained that this application was started prior to the new process and was voted on during preliminary plat.

Questions of Applicant:
Blaine Bergstresser, P.E., KMA Engineering & Surveying was available for questions.

Commissioner Broderick inquired if the lot is currently being cleared. Mr. Bergstresser explained that it is currently being cleared for construction.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve the application for the final plat with (1) condition.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

j. Quasi-Judicial Hearing - Review and approval of an application for a Conditional Use by applicant Dawn Hauptner, CEO of iSTEAM, Inc., to operate a charter Elementary School located at 2817 Peters Road, more specifically at Parcel ID: 2324-311-0005-000-1.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Michael Broderick-Yes (Developer)
Commissioner Arnold Gaines -Yes (Applicant)
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson – Yes (School, Residents)
Mayor Hudson - No

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Ryan Altizer, Senior Planner presented the review and approval of an application for a Conditional Use by applicant Dawn Hauptner, CEO of iSTEAM, Inc., to operate a charter elementary school located at 2817 Peters Road.

RECOMMENDATION:
Staff recommendation is for the City Commission to vote APPROVAL of the proposed Conditional Use.

Questions of Staff:
Commissioner Jeremiah Johnson inquired on the vehicular traffic movement. Mr. Altizer confirmed the traffic movement.

Commissioner Broderick inquired on the requirement for conditional use and applauded use. Mr. Altizer explained that schools require conditional use.

Questions of the Applicant:
Dawn Hauptner, Chief Executive Officer, TechnoArts Academy, provided a presentation on the academy and its exclusive programs for literacy and English proficiency.

Commissioner Jeremiah Johnson inquired on the implementation of the school zone, if the school would be responsible for it, and stacking of cars. Ms. Hauptner explained that they would be working with the District on the implementation of the school zone, and the designated plan keeps traffic away from the shopping center.

Commissioner Curtis Johnson inquired on the reconfiguration of the existing structure and the playground/recreation area. Ms. Hauptner confirmed the reconfiguration and referenced the detailed construction of the playground.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the application for conditional use.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

k. Quasi-Judicial Hearing - Review and Approval of an application for a Site Plan (Development and Design Review) by property owner Visconti Holdings LLC, to construct an additional 23,456 square foot expansion together with a 4,389 square foot covered awning at the existing Twin Vee boat manufacturing building. Parcel ID: 2427-601-0069-000-3

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Michael Broderick-No
Commissioner Arnold Gaines - No
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson – indicated he must recuse himself and left the dias.
Mayor Hudson - No

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Kev Freeman, Planning Director presented review and approval of an application for a Site Plan (Development and Design Review) by property owner Visconti Holdings LLC, to construct an additional 23,456 square foot expansion together with a 4,389 square foot covered awning at the existing Twin Vee boat manufacturing building.

RECOMMENDATION:
Staff recommendation is for the City Commission to APPROVE the Site Plan.

Questions of Staff:
None

Questions of the Applicant:
Brad Curries, EDC, was available for questions.

Mayor Hudson opened the public hearing.
Seeing no one, she closed the public hearing.

City Attorney Tanya Early noted Commissioner Jeremiah Johnson's submission of form 8b due to conflict.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the application for the site plan.

AYE:	Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Mayor Linda Hudson
Other:	Commissioner Jeremiah Johnson (ABSTAIN)
Passed	

l. Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development and Design Review) with a Conditional Use by property owner OkeeJen, LLC, and representative, Dynamic Engineering Consultants, PC, to construct an approximately 103,022 square foot, Two-Story, Self-Storage and Vehicle Storage Facility with associated site improvements at or near 5553 Okeechobee Road in Fort Pierce, Florida, more specifically located at Parcel Control Number: 2419-321-0001-000-5.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Michael Broderick-Yes (Developer)
Commissioner Arnold Gaines - Yes (Developer)
Commissioner Curtis Johnson Jr.- Yes (Developer)
Commissioner Jeremiah Johnson - Yes (Developer)
Mayor Hudson - No

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Vennis Gilmore, Assistant Planning Director presented the review and approval of an application for a Site Plan (Development and Design Review) with a Conditional Use by property owner OkeeJen, LLC, and representative, Dynamic Engineering Consultants, PC, to construct an approximately 103,022 square foot, Two-Story, Self-Storage and Vehicle Storage Facility with associated site improvements at or near 5553 Okeechobee Road.

RECOMMENDATION:
Staff recommendation is for the City Commission to APPROVE the proposed Site Plan (Development Review, Design Review, and Conditional Use), noting the six (6) recommended conditions.

1. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certificate of Occupancy is approved for the site.

2. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Ft. Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site’s development/construction activity.

3. Per City Code Chapter 121 Subdivisions, a Final Plat is required.

4. After completion of the Final Plat, please submit a General Address Request Form for the newly created Parcel ID and for each proposed building.

5. If a monument sign is proposed, please consider installing a landscaped area around the proposed monument sign base which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges, or similar vegetative materials.

6. Install an opaque fence for the outside storage area.

Questions of Staff:
Commissioner Jeremiah Johnson inquired on the fence condition, lighting, and elevation details. Mr. Gilmore commented that directions will be provided for fence and lighting and addressed elevation questions.

Commissioner Broderick inquired on the zoning process and commented on the increase in storage facilities within the City. Mr. Gilmore explained the process and confirmed zoning.

Commissioner Curtis Johnson commented on the increase in residents and the need for storage.

Mayor Hudson inquired on the vehicle storage and if security is provided. Mr. Gilmore explained that it is vehicle parking and referred additional questions to

the applicant.

Questions of the Applicant:
Mike Miles, Dynamic Engineering, was available questions and provided a presentation on the proposed facility.

Commissioner Jeremiah Johnson commented on the enhanced elevation and retention to the wet pond.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve the site plan with (6) conditions.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

m. Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development and Design Review) and Conditional Use by property owner Love Center Regeneration Ministries and applicant Deborah L. Martohue, Esq. AICP, to construct a 199-foot monopole telecommunication tower located at 3111 Avenue D, more specifically located at Parcel ID: 2408-123-0008-000-2.

Mayor Linda Hudson called the proceeding to order.

City Clerk Linda Cox confirmed the City complied with the advertisement and notice requirements.

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:
Commissioner Michael Broderick-Yes (Applicant)
Commissioner Arnold Gaines - Yes (Developer, Residents)
Commissioner Curtis Johnson Jr.- Yes (Developer, Residents)
Commissioner Jeremiah Johnson - Yes (Residents)
Mayor Hudson - Yes (Residents)

City Clerk Linda Cox swore in those wanting to speak during this Quasi-Judicial hearing.

Staff Presentation:
Ryan Altizer, Senior Planner presented the review and approval of an application for a Site Plan (Development and Design Review) and Conditional Use by property owner Love Center Regeneration Ministries and applicant Deborah L. Martohue, Esq. AICP, to construct a 199-foot monopole telecommunication tower located at 3111 Avenue D.

RECOMMENDATION:
Staff recommendation is for the City Commission to vote APPROVAL of the proposed Site Plan and Conditional Use with three (3) conditions by staff and the Planning Board.

1. Prior to the issuance of a Building Permit approval, a gopher tortoise survey needs to be conducted.
2. A completion certification by a landscape architect, cost estimate, and landscape bond pursuant to City Code 123-6 shall be required before the Final Certification of Occupancy is approved for the site.
3. The applicant can waive the 5-foot sidewalk connection.

Questions of Staff:
Commissioner Broderick inquired that the proposal is only for the tower. Mr. Freeman confirmed the details of this proposal.

Commissioner Jeremiah Johnson inquired on the placement of the canal.

Applicant Questions of Staff:
None

Applicant Presentation:
Deborah Martohue provided a presentation on the proposed telecommunication tower.

Commissioner Jeremiah Johnson inquired on beautification of the base of the tower, backup power, and emergency networking. Ms. Martohue explained the plan for buffering the location and the towers' generator. Robin Clement, TowerCom, explained the fuel will either be propane or natural gas. Ms. Martohue explained emergency networking.

Commissioner Curtis Johnson inquired on the contents of the canister and its design. Ms. Martohue explained the monopole design and fall zone.

Mayor Hudson opened the public hearing.

Jessie Walker-Against
Pearl Liverpool-Against
Mario Wilcox - Against
Doretha Hair-Truesdell - Against
Rosalyn Laney- Against
Christa Stone-Against
Marjorie Harrell-Against

Ms. Martohue provided the municipal boundaries, the location of current broadcast and communication towers, addressed the concerns posed by the residents, and the efforts made for community outreach.

Commissioner Curtis Johnson inquired on the current tower location. Howard Allen, Verizon Wireless Engineer, explained 4G and 5G in current towers.

Commissioner Gaines inquired on the 4G and 5G multi-use towers comments. Mr. Allen confirmed multi-use towers and explained the need for additional capacity for the service area.

Comments from the Commission:
The Commission discussed the proposed use, site plan, possible development, resident notification, and consistency across the board.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to deny the application based on proximity.

City Attorney Tanya Earley clarified the details and factors of a previously proposed telecommunication tower and that the court system does not consider proximity solely as a factor for denial.

Commissioner Gaines withdrew the motion.

Mayor Hudson commented that the federal government wants to serve underserved areas with telecommunication and proximity should not be the sole factor.

The Commission discussed at length and reviewed code and expressed concerns with the application.

Ms. Earley clarified that the decision made by the Commission must be supported and encouraged specifics in the motion.

Ms. Martohue requested a deferral to provided additional information.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to postpone the quasi-judicial hearing to June 20, 2023.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

n. Legislative Hearing - Ordinance 23-026, Amending Chapter 26, Article II, Noise, Section 26-40 Sound Level Limitations, to restrict noise volume citywide. SECOND READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 23-026
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 26, ARTICLE II, NOISE; AMENDING AND CLARIFYING SECTION 26-38, SUBSECTION (c) – MAXIMUM PERMISSIBLE SOUND LEVELS BY USE OCCUPANCY; AMENDING AND CLARIFYING SECTION 26-40 – SOUND LEVEL LIMITATIONS, TABLE 1; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE. (SECOND READING)

The Commission briefly discussed the proposed change.

Mayor Hudson opened the public hearing.

Georgia Angelos- Against
Will Goulet- Against
Beryl Muise - Against
Christa Stone-Against
Rick Gadsby- Against
Dirk Eykelhoff- Against
Jon Nolli- Against
Gregory Welling-Against
Jaden Wyle- Against
Lydia Wyle- Against
Eloise Hazelwood-Against
Holly Gilbert-Against
Jim Krolski- Against Kowalski
Carol Smatanka- Against
Cecelia Dutcher- Against
Greg Smatanka- Against
Trudi Shifter-Against
Michael Faurot, Jr. - Against
Blades Robinson-Against
Kai Fontaine-Against
Bob Lynch-Against
Diane Bernangan- Against
Aaron Fried-Against
Rick Fiddler-Against
Amy Quote-Against
Pinkie Hendley- Against
Sequita Knight-Against
James Clasby- Against
Marilyn Clement-Against
Douglas Granfield- Against
David Bailin- Against
Maryann Sirois -Against
Cindi O'Connell- Against
Laney Francisco-Against

Mayor Hudson closed the public hearing.

The Commission discussed the proposed Ordinance and the challenges associated with it.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to deny Ordinance No. 23-026.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

o. Legislative Hearing - Ordinance 23-019 - Amending the Code of Ordinances of the City at Chapter 125 Zoning, Basic Zoning Districts, Section 125-197, Edgartown Settlement (ES) Zoning District. SECOND READING

City Clerk Linda Cox introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 23-019
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE IV, BASIC ZONING DISTRICTS, SECTION 125- 197, EDGARTOWN SETTLEMENT (ES) ZONING DISTRICT; AMENDING SAID SECTION TO CLARIFY PURPOSE FOR THE ORDINANCE; AMENDING THE INTENSITY AND DIMENSIONAL STANDARDS; AMENDING AND REORGANIZING CHART 1-1, USES ALLOWED; AMENDING CHART 1-1 TO REQUIRE CONDITIONAL USE APPROVAL FOR EATING AND DRINKING ESTABLISHMENTS; PROVIDING FOR PROSPECTIVE APPLICATION OF NEW CONDITIONAL USE REQUIREMENTS; AMENDING USE DEFINITIONS, CLASSIFICATIONS, AND STANDARDS AS TO RESIDENTIAL USES, CHILDCARE, COMMERCIAL USES, ENTERTAINMENT, AND OVERNIGHT ACCOMMODATIONS; AMENDING REGULATIONS REGARDING PERMISSABLE NOISE AND HOURS OF INDOOR AND OUTDOOR ENTERTAINMENT AT EATING AND DRINKING ESTABLISHMENTS WITHIN THE DISTRICT; REORGANIZING EXISTING SUBSECTIONS AND CREATING SUBSECTIONS (g) THROUGH (p); PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.(SECOND READING)

Kev Freeman, Planning Director, presented the amending of the Code of Ordinances of the City at Chapter 125 Zoning, Basic Zoning Districts, Section 125-197, Edgartown Settlement (ES) Zoning District.

RECOMMENDATION:
Staff Recommend APPROVAL of the proposed text amendment.

City Attorney Tanya Earley clarified the verbiage from the first reading as found in the updated ordinance attached to the agenda lowering the decibels to 55 across the board in Edgartown.

Commissioner Broderick commented on the Ordinance and his support of it.

Commissioner Jeremiah Johnson inquired on the specification on days and times.

Ms. Earley commented on the specifications, including Sunday and the proposed language.

Mayor Hudson opened the public hearing.

Jon Nelli- Against
Douglas Granfield- Against
Holly Theuns-For
Lydia Wyle- Against
Jaden Wyle-Against

Jennifer Ragland-Against
Cindi O'Connell-For
Kai Fontaine-Against
James Clasby-Against
Will Goulet-Against
Linda Granfield-Against
Gregory Welling-Against
Blades Robinson-Against
Christian Anderson-For
Tim O'Connell- For
Laney Francisco-Against

Mayor Hudson closed the public hearing.

Commissioner Curtis Johnson requested clarification on the 9 p.m. requirement.

Ms. Earley clarified the verbiage.

Commissioner Gaines inquired on the change from dBC level of 55 to the overall change to 55.

Ms. Earley clarified dBA versus dBC as presented in the hearing on January 9,2023.

Commissioner Jeremiah Johnson commented on the dBC as it is the most restrictive compared to dBA.

Mayor Hudson offered several options and made a plea that the neighborhood not be divided by this issue.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve Ordinance No. 23-019.

AYE: Commissioner Michael Broderick, Commissioner Jeremiah Johnson, Mayor Linda Hudson
NAY: Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr.
Passed

13. CITY COMMISSION

a. Presentation and acceptance of City Audit on all funds for fiscal year ended September 30, 2022, as prepared by DiBartolomeo, McBee, Hartley & Barnes, P.A

Mark Barnes, DiBartolomeo, McBee, Hartley & Barnes, P.A presented the audit report which includes the financial statements for all Governmental, Proprietary and Fiduciary Funds for the period ending September 30, 2022. Also included are Notes to the Financials and the Auditor's Reports on the statements.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to accept the audit as presented.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson
Passed

b. Resolution 23-R29, amending the Building Department fee schedule.

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 23-R29
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING PERMIT AND PLAN REVIEW FEES, INCENTIVE AND OPTIONAL SERVICE FEES/REDUCTIONS, PENALTY FEES, CONTRACTOR LICENSING FEES AND MISCELLANEOUS SERVICE FEES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve Resolution No. 23-R29.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

c. Resolution 23-R33 Establishing the NW Pioneer Park Honored Pioneer Plaques Program

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 23-R33
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; ESTABLISHING THE NW PIONEER PARK HONORED PIONEER PLAQUES PROGRAM; ADOPTING GUIDELINES FOR SELECTING NW PIONEER PARK HONORED PIONEER PLAQUE HONOREES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Hudson commented on the need to add language that someone will not be considered as an honoree if they are already named in the City.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve Resolution No. 23-R33 with the correction.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

d. Resolution 23-R34 appointing Renee Morgan as the Arts & Culture Advisory Board appointee.

City Clerk Linda Cox introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 23-R34
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 23-R34.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor Linda Hudson

Passed

14. COMMENTS FROM THE PUBLIC

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

None

15. COMMENTS FROM THE CITY MANAGER

Acting City Manager Devoshay Johnson – No comments

City Clerk Linda Cox - No comments

City Attorney Tanya Earley – No comments

16. COMMENTS FROM THE COMMISSION

No comments

17. ADJOURNMENT

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Linda Hudson adjourned the meeting at 11: 13 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
JOHNSON, JEREMIAH KRISTOPHER	FORT PIERCE CITY COMMISSION
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
1509 THUMB POINT DR	☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY / COUNTY	NAME OF POLITICAL SUBDIVISION:
FORT PIERCE / ST LUCIE	CITY OF FORT PIERCE
DATE ON WHICH VOTE OCCURRED	MY POSITION IS:
	☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, JEREMIAH K. JOHNSON, hereby disclose that on APRIL 17, 20 23:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

X inured to the special gain or loss of JACQUIN & SONS CONSTRUCTION, INC., by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

ITEM 12K. - SITE PLAN BY VISCONTI HOLDINGS LLC (TWIN VEE BOATS)

- JACQUIN HAS A CONTRUCTION AGREEMENT + CONTRACT WITH THE OWNER FOR EXPANSION.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

APRIL 24, 2023
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

City Commission Regular Meeting - 5:05 pm **6. a.**

Meeting Date: 05/01/2023

Re: Lupus Awareness Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Lupus Awareness Month

Attachments

Lupus Awareness Month

Form Review

Form Started By: Latoya Ransom Started On: 04/17/2023 04:12 PM

Final Approval Date: 04/17/2023

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, lupus is an unpredictable and misunderstood autoimmune disease that can cause severe damage to the tissue and organs in the body and, in some cases, death; and

WHEREAS, more than 1.5 million Americans and 5 million Worldwide, suffer from the devasting effects of this cruel and mysterious disease, including over 100,000 Floridians; and

WHEREAS, lupus can be particularly difficult to diagnose because its symptoms are similar to those of many other illnesses, and major gaps exist in the understanding the causes and consequences of lupus. More than half of all people with lupus take four or more years and visit three or more doctors before obtaining a correct diagnosis; and

WHEREAS, while lupus strikes mostly women of childbearing age, no one is safe from lupus. African Americans, Hispanics/Latinos, Asians and Native Americans are two to three times more likely to develop lupus – a disparity that remains yet unexplained; and

WHEREAS, lupus organizations call for increases in public and private sector funding for medical research on lupus, targeted education programs for health professional, patients and the public, and recognition of lupus as a significant public health issue.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim May as:

Lupus Awareness Month

in the City of Fort Pierce and encourage citizens to observe this month by education themselves on the symptoms and impact of lupus, and the Lupus Foundation of America in supporting programs of Research, Education, Advocacy, and community service.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 1st day of May 2023.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 pm **6. b.**

Meeting Date: 05/01/2023

Re: Mental Health Awareness Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Mental Health Awareness Month

Attachments

Mental Health Awareness Month

Form Review

Form Started By: Latoya Ransom Started On: 04/17/2023 04:14 PM

Final Approval Date: 04/17/2023

WHEREAS, mental health is key to overall wellness, as mental health influences decision making, behavior and consequently physical health; and

WHEREAS, over half of adults living with mental health illnesses do not seek treatment; and

WHEREAS, a growing number of youth in the United States live with depression, and in fact about 20% of young people ages 12 – 17 have experienced major depression; and

WHEREAS, in 2022, more than 10% of children and adults continue to lack adequate medical insurance coverage for essential mental health services; and

WHEREAS, Florida is ranked 49th out of 50 states with access to mental health care;

WHEREAS, stigma remains the primary obstacle to getting help; and

WHEREAS, as community leaders, we must prepare for an increase in demand on services through education, outreach, and ever greater access to care to ensure our community's overall health; it is the duty of each and every one of us to provide continued and consistent access to resources to mental health care; and

WHEREAS, we the City Commission of Fort Pierce, Florida strive to be a community who supports mental wellness, including greater access to treatment, increasing educational tools and resources for our citizens, and continually supporting those citizens with mental health opportunities.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim the month of May as:

Mental Health Awareness

in the City of Fort Pierce and encourage our citizens to raise mental health awareness through appropriate programs and activities, and commit our communities to innovative prevention, diagnosis, and treatment.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 2nd day of May 2022.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 pm **6. c.**

Meeting Date: 05/01/2023

Re: LETTER CARRIERS' FOOD DRIVE DAY

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Letter Carriers' Food Drive Day

Attachments

Proclamation

Form Review

Form Started By: Latoya Ransom Started On: 04/24/2023 04:30 PM

Final Approval Date: 04/24/2023

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, on the second Saturday of May each year, letter carriers across the country collect non-perishable food items for donations to local food pantries as part of the nation's largest one- day food drive; and

WHEREAS, a common misconception is that only homeless people need assistance with having enough to eat. In reality, a large portion of local seniors on fixed incomes and people with jobs that don't pay enough to cover basic needs are food insecure; and

WHEREAS, up to 30 percent of Fort Pierce families are living in poverty, with more struggling to pay for basic needs. Visits to local food banks have risen considerably during our economic recovery from the COVID-19 pandemic; and

WHEREAS, an estimated 12 percent of American households in the United States may experience food insecurity in any given year. After recognizing the need to address this critical issue members of the National Association of Letter Carriers (NALC) created the Stamp Out Hunger Food Drive; and

WHEREAS, since the pilot drive was held in 1991, the NALC Stamp Out Hunger has generated approximately 1.67 billion pounds of donated food and distributed the donations to more than 10,000 cities and towns in all 50 states, The District of Columbia, Puerto Rico, the Virgin Islands and Guam; and

WHEREAS, we recognize all local St. Lucie County letter carriers for their commitment to their communities. We acknowledge the noteworthy milestones of 30 years that the National Letter Carrier Stamp Out Hunger Food Drive celebrates in 2023; and

WHEREAS, together, we can all help to feed our hungry. While delivering the mail, letter carriers will pick up the food items. Mustard Seed Ministries, The Salvation Army, and other non-profit organizations will warehouse and distribute the food to individual and families in need throughout St. Lucie County

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim Saturday, May 13, 2023, as

Letter Carriers' Food Drive Day

in the City of Fort Pierce and encourage our citizens to support the 2023 drive by placing non-perishable food items in or near their mailboxes on the Food Drive Day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 1st day of May 2023.

MAYOR/COMMISSIONER

City Commission Regular Meeting - 5:05 pm **7. a.**

Meeting Date: 05/01/2023

Re: Email from Diana Johnson

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Diana Johnson with Spanish Lakes Fairways HOA thanking Teresa Miller, Grants Division's Administrative Assistant, for her helpfulness.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/26/2023 07:19 AM

Form Started By: Jennifer Robinson Started On: 04/21/2023 04:52 PM

Final Approval Date: 04/26/2023

From: dhjpbc@aol.com <dhjpbc@aol.com>
Sent: Friday, April 14, 2023 1:07 PM
To: Teresa Miller <tmiller@cityoffortpierce.com>
Subject: Re: Florida Mobile Home Owner Rights

City of Fort Pierce
Warning: Sender @dhjpbc@aol.com has never sent any emails to your organization.
Please be careful before replying or clicking on the URLs.
Unsafe: Report Phishing Safe: Remove Banner
powered by Graphus®

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

Dear Ms. Miller,
The City of Port Pierce has a real jewel on their staff, that's you! I have printed out the 36 pages and now have it available for our folks here at Spanish Lakes Fairways. I am a new member of the HOA here and we have our challenges with homes that are land leased. The Mobile home owners seem to have the most challenges, so this information will be very useful and appreciated. I am so very glad I called and you answered the phone! Thank you again!
Diana Johnson
Spanish Lakes Fairways HOA

On Friday, April 14, 2023 at 12:49:09 PM EDT, Teresa Miller <tmiller@cityoffortpierce.com> wrote:

Hi Diana,

Florida Rural Legal Services, Inc. (888) 582-3410 Ext 7028

Thank you,

Teresa Miller

Administrative Assistant

City Commission Regular Meeting - 5:05 pm **10. a.**

Meeting Date: 05/01/2023

Re: YOCO Update

Submitted For: Audria Moore-Wells, Special Projects Coordinator, City Manager

SUBJECT:

Presentation of Fort Pierce Youth Council Activity Update

Attachments

Empower YOUTH!

FLC 2023 Legislative Action Days

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/21/2023 11:15 AM

Form Started By: Jennifer Robinson Started On: 04/21/2023 09:15 AM

Final Approval Date: 04/21/2023


BOYS & GIRLS CLUBS
OF ST. LUCIE COUNTY
FORT PIERCE YOUTH COUNCIL &
BOYS & GIRLS CLUBS PRESENT
FORT PIERCE, FL
THE SUNRISE CITY
EMPOWER
YOUTH
SATURDAY
MARCH 25
9-2:30pm
GLOW UP PARTY
BREAKFAST & LUNCH
INCLUDED
FREE
Youth 13-19,
Parents of teens



The day begins















Breakout Sessions

- Financial Literacy
- Effective Tools for Time and Stress Management
- Career Opportunities











the winners are?





Thank You!



Sponsors

- City of Fort Pierce
- Boys & Girls Clubs of St. Lucie County
- Children's Services of St. Lucie County

& Partners

- Fort Pierce Police Department
- Indian River State College
- Families of the Treasure Coast
- Kids at Hope
- Executive Roundtable of St. Lucie County
- Career Source
- Cookie Cutiez

YOCO FIRST YEAR LEGISLATIVE ACTION DAYS TALLAHASSEE TRIP

REPRESENTATIVE:

TYANNA GORE

DEONNA DAVIS

IYONEE ALLEN









DAY 1 OF ACTION DAYS LEGISLATIVE CONFERENCE:

- The first day of the youth conference we talked about the difference between advocacy and education. We split into groups and had a joint collaborative activity where we talked about the things that we needed/wanted to change in our cities. With this activity it helped us to learn how to advocate the right way for what we want done in our communities. After our session was over we went over to visit the capitol, where we met Senator Erin Grall.









DAY 2 OF ACTION DAYS LEGISLATIVE CONFERENCE:

- The second day of the youth conference we had the opportunity to do a "Mock Legislative". We learned what it takes to pass over bills and laws. We split into groups based on the category that was assigned to us, criminal justice, transportation/commerce , and education. Within the beginning of the session we had an hour to do what they call a "committee meeting" in this meeting we had to go over all the bills and the bill sponsors talked about their assigned bill and the representatives had to rank the bills 1-5. After everyone was finished with their assignments we all came together as a group to start the "Mock Legislative". A "Resource Manual" was handed to all of us to see how and what to do throughout the process of this session.







My Legislative Actions Days experience was priceless. Our first day of sessions consisted of interactive training learning how to advocate for changes with our youth and city officials, empower our youth to be innovative and encourage civic engagement. Throughout our first day, the ice breakers and conversations we shared with various Commissioners and Youth Council advisors sparked creativity and encouraged planning of multi-city collaborations and hosting joint-council events. The second day, advisors shadowed their youth councils as they hosted a mock session of how a bill becomes a law. This process included making motions and amendments while teaching how to maintain order and include feedback from constituents and legislators. This was the first year our city was represented at conference and I feel honored to be trusted with our youth council leaders to represent our great city of Fort Pierce!





ADULT SESSION :





EXTRA FUN PICTURES:













City Commission Regular Meeting - 5:05 pm **11. a.**

Meeting Date: 05/01/2023

Re: Purchase of Solid Waste Refuse Collection Vehicle, Piggyback Florida Sheriff's Association Contract FSA22-VEH 20.0

Submitted For: Mike Reals, Public Works Manager, Public Works

---

SUBJECT:

Approve purchase of one (1) 2024 Peterbilt Model 520 automated side load refuse collection truck for the Solid Waste Division in an amount not to exceed $381,989.00.

SUMMARY:

The Public Works Department is seeking to purchase one (1) 2024 Peterbilt Model 520 automated side load refuse collection truck from The Pete Store piggybacking the Florida Sheriff's Association Contract FSA22 - VEH 20.0 cooperative purchasing agreement. The Pete Store is the dealer selected by the bid award and has a facility in Fort Pierce to service warranty claims.

This purchase will replace unit 23-046 that was deemed a total loss due to fire.

The Purchasing Division has reviewed the procurement process for this item and found all terms and conditions meet the piggyback requirements of the City of Fort Pierce.

RECOMMENDATION:

The Public Works Department recommends approval of the requested purchases.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Purchasing Division
Finance Department

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	FY2023
Account:	40242005346430
Amount:	381,989
FISCAL IMPACT:	

Funds are available for the requested purchases in account #402-4200-534-6430.

Attachments

Peterbilt ASL

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	04/25/2023 12:50 PM
City Manager	Nick Mimms	04/26/2023 07:13 AM
Form Started By: Mike Reals		Started On: 04/19/2023 06:38 AM
Final Approval Date: 04/26/2023		

2/20/23

City of Ft. Pierce
52 Savannah Rd.
Ft. Pierce, FL 34954

Att: Mike Reals

One (1) 2024 Peterbilt 520 per Florida Sheriff's Assoc.
FSA 20-VEH 21 22 Item 48

1)	Peterbilt 2024 520 Cab & Chassis	$202,890
2)	Bendix Air Cam Front Brakes	$647
3)	Meritor RT46-160 Rear Axle	$75
4)	Hendrickson HMX46Lb. Rear Suspension	$1,497
5)	Heavy Wall rear drive axle	$997
6)	Bendix Rear Drum Brakes	$(233)
7)	1810 Heavy Duty Drivelines	$2,543
8)	Continental 425/65R22.5 Front Tires	$1,007
9)	Good Year 12R22.5 Rear Tires	$2,118
10)	Alco Alum. Rear Wheels	$1,767
11)	80 Gal Fuel Tank	$192

Total Chassis Price $213,966

Heil Dura Pack Python 28yd $168,023

Double camera system, 20lb fire ext., all LED lighting, All Standard Features, 12month Warranty.

Total Price **$381,989**

Thank You for the opportunity to quote the Peterbilt Product and we looking forward to your Most Valued order.

Prepared By:

John DeMarco

City Commission Regular Meeting - 5:05 pm **11. b.**

Meeting Date: 05/01/2023

Re: Emergency Purchase - Elevator Door Locking Monitoring Devices

Submitted For: Mike Reals, Public Works Manager, Public Works

---

SUBJECT:

Approve the Emergency Purchase of Elevator Door Locking Monitoring Devices from KONE Inc., Orlando FL, in the amount of $85,935.48.

SUMMARY:

The elevators located at City Hall, Old City Hall, Sunrise Theatre, and FPPD Substation were installed prior to 2008 and are required to be retrofitted with a door lock monitoring system. These elevator locking systems must be updated by December 31, 2023, to remain in compliance with ASME A17.3-2015 – Safety Code for Existing Elevators and Escalators.

RECOMMENDATION:

The Public Works Department recommends approval of this emergency purchase.

ALTERNATIVES:

Staff will proceed as directed by City Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Finance Department

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2022/23
Account:	00160005138392
Amount:	$85,935.48

OTHER INFORMATION:

N/A

Attachments

City Hall Quote
Old City Hall Quote
FPPD Substation Quote
Sunrise Theatre Quote

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/21/2023 11:20 AM

Form Started By: Kaitlyn Ballard
Started On: 04/19/2023 02:01 PM
Final Approval Date: 04/21/2023

KONE Care™ Passenger Safety

RISK MITIGATION SOLUTIONS

Contract: 41246511
August 3, 2022

Customer: City of Fort Pierce
CITY OF FORT PIERCE CITY HALL
315 AVENUE A
CITY HALL
FORT PIERCE, FL 34950

KONE Inc.
9400 Southridge Park Court,
Suite 200
Orlando, FL 32819
Tel +14078128033
www.kone.com
Ariana.Ramos@kone.com

Re: **SAFETY CONCERN: Elevator door lock monitoring**

Good Day,

As your service provider, we would like you to know that safety is a top priority. We strive to provide safe vertical transportation for our customers, your passengers, and a safe working environment for our technicians. Because of this, we want to advise you of an important safety issue.

The local authority having jurisdiction (AHJ), who oversees your elevators has adopted ASME A17.3-2015 – Safety Code for Existing Elevators and Escalators. Section 3.10.12 of this code requires the use of elevator door lock monitoring devices. A door lock monitoring device is a safety system for all passenger and freight elevators that utilize power operation doors. The system is designed to prevent the elevator from leaving the landing with the doors in the open position and monitors for door lock circuit integrity in the event of a wiring short.

The local AHJ is retroactively requiring these devices to be installed on all elevators. KONE has identified your elevator equipment as lacking door lock monitoring devices. Due to the serious safety concerns that can potentially be created from an elevator remaining in operation with faulty door lock circuits or worse operating with the car and/or hoistway doors open, KONE requests to you take immediate action.

We have reviewed your equipment and have created the attached proposal detailing the necessary hardware / software to complete this important safety upgrade to your existing elevator system. We encourage you to move forward with this important code change requirement, so you can proactively address this important safety issue, before potential cost increases, backlog, and/or compliance issues occur. Elevator owners that are not compliant could potentially receive fines and/or have their equipment locked-out of service.

While we are committed to the ongoing safe operation of your vertical transportation equipment, we want you to understand the potential code and safety concerns that exist. If you have questions, we will gladly assist you in further understanding and addressing this issue.

Very Truly Yours,

Ariana Ramos
KONE Sales

cc: KONE Risk Management

KONE Care™

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

August 3, 2022
Contract: 441246511

CITY OF FORT PIERCE CITY HALL
315 AVENUE A
CITY HALL
FORT PIERCE, FL 34950

KONE Inc.
9400 Southridge Park Court,
Suite 200
Orlando, FL 32819
Tel +14078128033
www.kone.com
Ariana.Ramos@kone.com

Re: **SAFETY CONCERN: Elevator door lock monitoring**

Elevator : 43214326, 43214327

Description of Work

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on the elevator(s) located at the above listed building.

KONE will install elevator door lock monitoring device(s), per ASME A17.3-2015 Safety Code for Existing Elevators and Escalator. The device monitors the car door position (open / close) and door circuits, preventing the elevator from leaving the landing while the doors are in the open position.

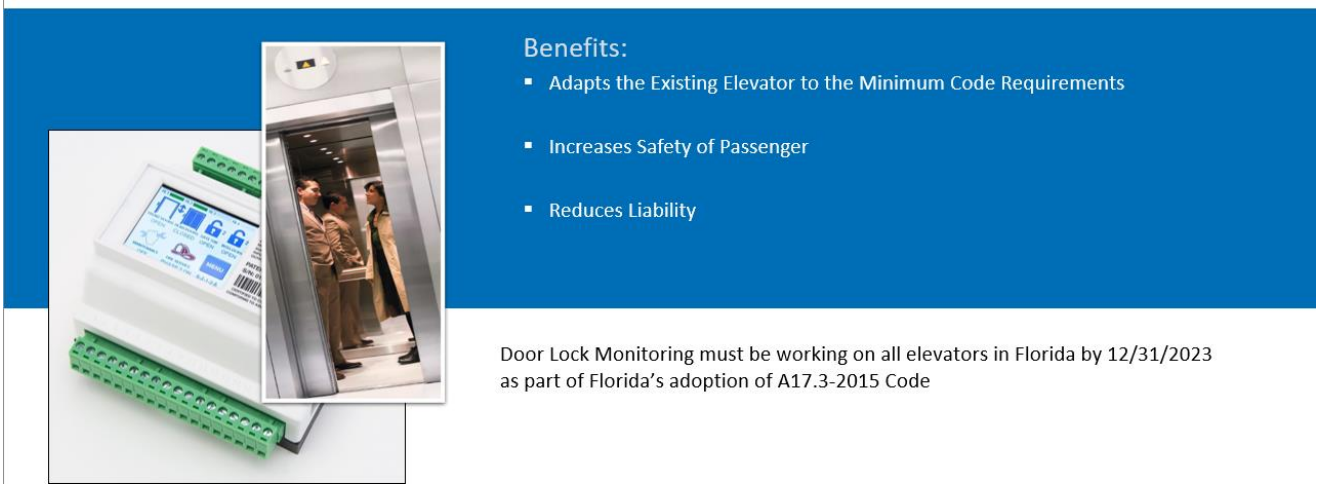
We will provide the necessary hardware / software logic that will perform the following functions:

- Monitors for shorts across door lock and car gate switch circuits
- Detects door position
- Prevents the car from running once a fault is detected
- Detects failure modes of the Door Lock Monitor (i.e. failed input relays and signals)

If the existing travel cable has insufficient spare wires, a separate proposal will be provided to install an additional traveling cable, to allow for the installation of the elevator door lock monitoring device.

In the event undocumented software changes, undocumented wiring changes, or unanticipated compatibility issues are discovered on any of the equipment covered by this proposal, KONE will stop work and provide Purchaser with a cost proposal for the additional work required to complete the scope of the work outlined above. Following receipt of an executed copy of the additional work proposed, KONE will proceed with and complete the scope of work outlined above in this proposal.

Door Lock Monitoring



Price

Our total price to perform the above-mentioned work amounts to: $28,645.16.

Pricing based on the US Communities/ OMNIA Standard Billing Rates.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

The Customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent in order for payment in full to be made to KONE.

The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (COVID-19) pandemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Down Payment

The above quoted price is based on a fifty percent (50%) down payment, due before the order will be processed. No material will be ordered, and work shall not commence, until applicable down payment is received. Once the proposal is signed and loaded into our system a down payment invoice will be issued.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: _____ / _____ / _____

Respectfully submitted by,
KONE Inc.

Ariana Ramos 8/3/2022

_____
Ariana Ramos Senior Sales Consultant

_____
(Approved By) Authorized Representative

_____
Title

Date: _____ / _____ / _____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

KONE Care™ Passenger Safety

RISK MITIGATION SOLUTIONS

Contract: 41246511
August 3, 2022

Customer: City of Fort Pierce
FORT PIERCE CITY HALL ANNEX
313 AVENUE A
FORT PIERCE, FL 34950

KONE Inc.
9400 Southridge Park Court,
Suite 200
Orlando, FL 32819
Tel +14078128033
www.kone.com
Ariana.Ramos@kone.com

Re: **SAFETY CONCERN: Elevator door lock monitoring**

Good Day,

As your service provider, we would like you to know that safety is a top priority. We strive to provide safe vertical transportation for our customers, your passengers, and a safe working environment for our technicians. Because of this, we want to advise you of an important safety issue.

The local authority having jurisdiction (AHJ), who oversees your elevators has adopted ASME A17.3-2015 – Safety Code for Existing Elevators and Escalators. Section 3.10.12 of this code requires the use of elevator door lock monitoring devices. A door lock monitoring device is a safety system for all passenger and freight elevators that utilize power operation doors. The system is designed to prevent the elevator from leaving the landing with the doors in the open position and monitors for door lock circuit integrity in the event of a wiring short.

The local AHJ is retroactively requiring these devices to be installed on all elevators. KONE has identified your elevator equipment as lacking door lock monitoring devices. Due to the serious safety concerns that can potentially be created from an elevator remaining in operation with faulty door lock circuits or worse operating with the car and/or hoistway doors open, KONE requests to you take immediate action.

We have reviewed your equipment and have created the attached proposal detailing the necessary hardware / software to complete this important safety upgrade to your existing elevator system. We encourage you to move forward with this important code change requirement, so you can proactively address this important safety issue, before potential cost increases, backlog, and/or compliance issues occur. Elevator owners that are not compliant could potentially receive fines and/or have their equipment locked-out of service.

While we are committed to the ongoing safe operation of your vertical transportation equipment, we want you to understand the potential code and safety concerns that exist. If you have questions, we will gladly assist you in further understanding and addressing this issue.

Very Truly Yours,

Ariana Ramos
KONE Sales

cc: KONE Risk Management

KONE Care™

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

August 3, 2022
Contract: 441246511

FORT PIERCE CITY HALL ANNEX
313 AVENUE A
FORT PIERCE, FL 34950

KONE Inc.
9400 Southridge Park Court,
Suite 200
Orlando, FL 32819
Tel +14078128033
www.kone.com
Ariana.Ramos@kone.com

Re: **SAFETY CONCERN: Elevator door lock monitoring**

Elevator : 43167042

Description of Work

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on the elevator(s) located at the above listed building.

KONE will install elevator door lock monitoring device(s), per ASME A17.3-2015 Safety Code for Existing Elevators and Escalator. The device monitors the car door position (open / close) and door circuits, preventing the elevator from leaving the landing while the doors are in the open position.

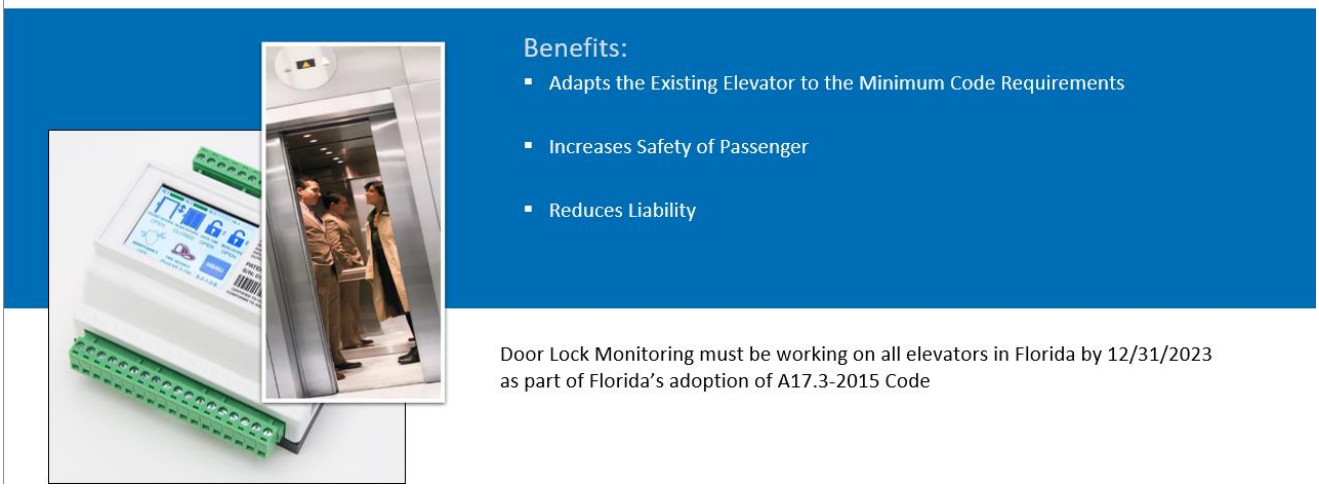
We will provide the necessary hardware / software logic that will perform the following functions:

- Monitors for shorts across door lock and car gate switch circuits
- Detects door position
- Prevents the car from running once a fault is detected
- Detects failure modes of the Door Lock Monitor (i.e. failed input relays and signals)

If the existing travel cable has insufficient spare wires, a separate proposal will be provided to install an additional traveling cable, to allow for the installation of the elevator door lock monitoring device.

In the event undocumented software changes, undocumented wiring changes, or unanticipated compatibility issues are discovered on any of the equipment covered by this proposal, KONE will stop work and provide Purchaser with a cost proposal for the additional work required to complete the scope of the work outlined above. Following receipt of an executed copy of the additional work proposed, KONE will proceed with and complete the scope of work outlined above in this proposal.

Door Lock Monitoring



Price

Our total price to perform the above-mentioned work amounts to: $14,322.58.

Pricing based on the US Communities/ OMNIA Standard Billing Rates.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

The Customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent in order for payment in full to be made to KONE.

The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (COVID-19) pandemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Down Payment

The above quoted price is based on a fifty percent (50%) down payment, due before the order will be processed. No material will be ordered, and work shall not commence, until applicable down payment is received. Once the proposal is signed and loaded into our system a down payment invoice will be issued.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: _____ / _____ / _____

Respectfully submitted by,
KONE Inc.

Ariana Ramos 8/3/2022

_____
Ariana Ramos Senior Sales Consultant

_____
(Approved By) Authorized Representative

_____
Title

Date: _____ / _____ / _____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

KONE Care™ Passenger Safety

RISK MITIGATION SOLUTIONS

Contract: 41246511
August 3, 2022

Customer: Rick Stauffer
CITY OF FORT PIERCE POLICE SUB ST
1220 AVENUE D
WILLIE B ELLIS SUB STATION
FORT PIERCE, FL 34950

KONE Inc.
9400 Southridge Park Court,
Suite 200
Orlando, FL 32819
Tel +14078128033
www.kone.com
Ariana.Ramos@kone.com

Re: **SAFETY CONCERN: Elevator door lock monitoring**

Good Day,

As your service provider, we would like you to know that safety is a top priority. We strive to provide safe vertical transportation for our customers, your passengers, and a safe working environment for our technicians. Because of this, we want to advise you of an important safety issue.

The local authority having jurisdiction (AHJ), who oversees your elevators has adopted ASME A17.3-2015 – Safety Code for Existing Elevators and Escalators. Section 3.10.12 of this code requires the use of elevator door lock monitoring devices. A door lock monitoring device is a safety system for all passenger and freight elevators that utilize power operation doors. The system is designed to prevent the elevator from leaving the landing with the doors in the open position and monitors for door lock circuit integrity in the event of a wiring short.

The local AHJ is retroactively requiring these devices to be installed on all elevators. KONE has identified your elevator equipment as lacking door lock monitoring devices. Due to the serious safety concerns that can potentially be created from an elevator remaining in operation with faulty door lock circuits or worse operating with the car and/or hoistway doors open, KONE requests to you take immediate action.

We have reviewed your equipment and have created the attached proposal detailing the necessary hardware / software to complete this important safety upgrade to your existing elevator system. We encourage you to move forward with this important code change requirement, so you can proactively address this important safety issue, before potential cost increases, backlog, and/or compliance issues occur. Elevator owners that are not compliant could potentially receive fines and/or have their equipment locked-out of service.

While we are committed to the ongoing safe operation of your vertical transportation equipment, we want you to understand the potential code and safety concerns that exist. If you have questions, we will gladly assist you in further understanding and addressing this issue.

Very Truly Yours,

Ariana Ramos
KONE Sales

cc: KONE Risk Management

KONE Care™

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

August 3, 2022
Contract: 41246511

CITY OF FORT PIERCE POLICE SUB ST
1220 AVENUE D
WILLIE B ELLIS SUB STATION
FORT PIERCE, FL 34950

KONE Inc.
9400 Southridge Park Court,
Suite 200
Orlando, FL 32819
Tel +14078128033
www.kone.com
Ariana.Ramos@kone.com

Re: **SAFETY CONCERN: Elevator door lock monitoring**

Elevator : 43214328

Description of Work

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on the elevator(s) located at the above listed building.

KONE will install elevator door lock monitoring device(s), per ASME A17.3-2015 Safety Code for Existing Elevators and Escalator. The device monitors the car door position (open / close) and door circuits, preventing the elevator from leaving the landing while the doors are in the open position.

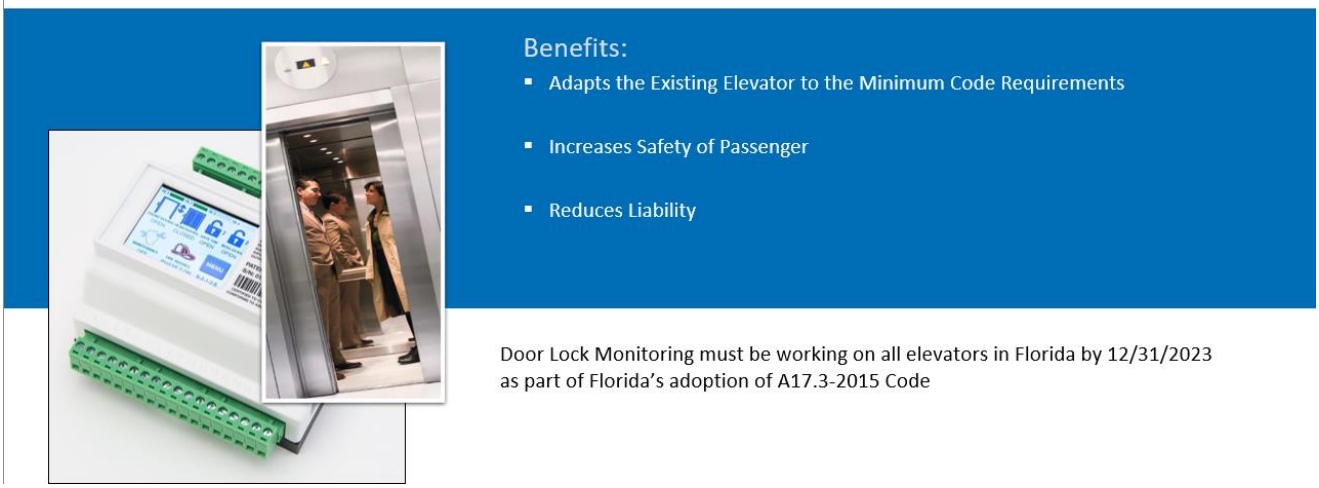
We will provide the necessary hardware / software logic that will perform the following functions:

- Monitors for shorts across door lock and car gate switch circuits
- Detects door position
- Prevents the car from running once a fault is detected
- Detects failure modes of the Door Lock Monitor (i.e. failed input relays and signals)

If the existing travel cable has insufficient spare wires, a separate proposal will be provided to install an additional traveling cable, to allow for the installation of the elevator door lock monitoring device.

In the event undocumented software changes, undocumented wiring changes, or unanticipated compatibility issues are discovered on any of the equipment covered by this proposal, KONE will stop work and provide Purchaser with a cost proposal for the additional work required to complete the scope of the work outlined above. Following receipt of an executed copy of the additional work proposed, KONE will proceed with and complete the scope of work outlined above in this proposal.

Door Lock Monitoring



Price

Our total price to perform the above-mentioned work amounts to: $14,322.58.

Pricing based on the US Communities/ OMNIA Standard Billing Rates.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

The Customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent in order for payment in full to be made to KONE.

The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (COVID-19) pandemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Down Payment

The above quoted price is based on a fifty percent (50%) down payment, due before the order will be processed. No material will be ordered, and work shall not commence, until applicable down payment is received. Once the proposal is signed and loaded into our system a down payment invoice will be issued.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: _____ / _____ / _____

Respectfully submitted by,
KONE Inc.

Ariana Ramos 8/3/2022

_____
Ariana Ramos Senior Sales Consultant

_____
(Approved By) Authorized Representative

_____
Title

Date: _____ / _____ / _____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

KONE Care™ Passenger Safety

RISK MITIGATION SOLUTIONS

Contract: 41246511
August 3, 2022

Customer: City of Fort Pierce
CITY OF FORT PIERCE THEATER
117 SOUTH 2ND ST
SUNRISE THEATER
FORT PIERCE, FL 34950
Re: **SAFETY CONCERN: Elevator door lock monitoring**

KONE Inc.
9400 Southridge Park Court,
Suite 200
Orlando, FL 32819
Tel +14078128033
www.kone.com
Ariana.Ramos@kone.com

Good Day,

As your service provider, we would like you to know that safety is a top priority. We strive to provide safe vertical transportation for our customers, your passengers, and a safe working environment for our technicians. Because of this, we want to advise you of an important safety issue.

The local authority having jurisdiction (AHJ), who oversees your elevators has adopted ASME A17.3-2015 – Safety Code for Existing Elevators and Escalators. Section 3.10.12 of this code requires the use of elevator door lock monitoring devices. A door lock monitoring device is a safety system for all passenger and freight elevators that utilize power operation doors. The system is designed to prevent the elevator from leaving the landing with the doors in the open position and monitors for door lock circuit integrity in the event of a wiring short.

The local AHJ is retroactively requiring these devices to be installed on all elevators. KONE has identified your elevator equipment as lacking door lock monitoring devices. Due to the serious safety concerns that can potentially be created from an elevator remaining in operation with faulty door lock circuits or worse operating with the car and/or hoistway doors open, KONE requests to you take immediate action.

We have reviewed your equipment and have created the attached proposal detailing the necessary hardware / software to complete this important safety upgrade to your existing elevator system. We encourage you to move forward with this important code change requirement, so you can proactively address this important safety issue, before potential cost increases, backlog, and/or compliance issues occur. Elevator owners that are not compliant could potentially receive fines and/or have their equipment locked-out of service.

While we are committed to the ongoing safe operation of your vertical transportation equipment, we want you to understand the potential code and safety concerns that exist. If you have questions, we will gladly assist you in further understanding and addressing this issue.

Very Truly Yours,

Ariana Ramos
KONE Sales

cc: KONE Risk Management

KONE Care™

PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

August 3, 2022
Contract: 41246511

CITY OF FORT PIERCE THEATER
117 SOUTH 2ND ST
SUNRISE THEATER
FORT PIERCE, FL 34950Re: **SAFETY CONCERN: Elevator door lock monitoring**

KONE Inc.
9400 Southridge Park Court,
Suite 200
Orlando, FL 32819
Tel +14078128033
www.kone.com
Ariana.Ramos@kone.com

Elevator : 43214332, 43214367

Description of Work

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on the elevator(s) located at the above listed building.

KONE will install elevator door lock monitoring device(s), per ASME A17.3-2015 Safety Code for Existing Elevators and Escalator. The device monitors the car door position (open / close) and door circuits, preventing the elevator from leaving the landing while the doors are in the open position.

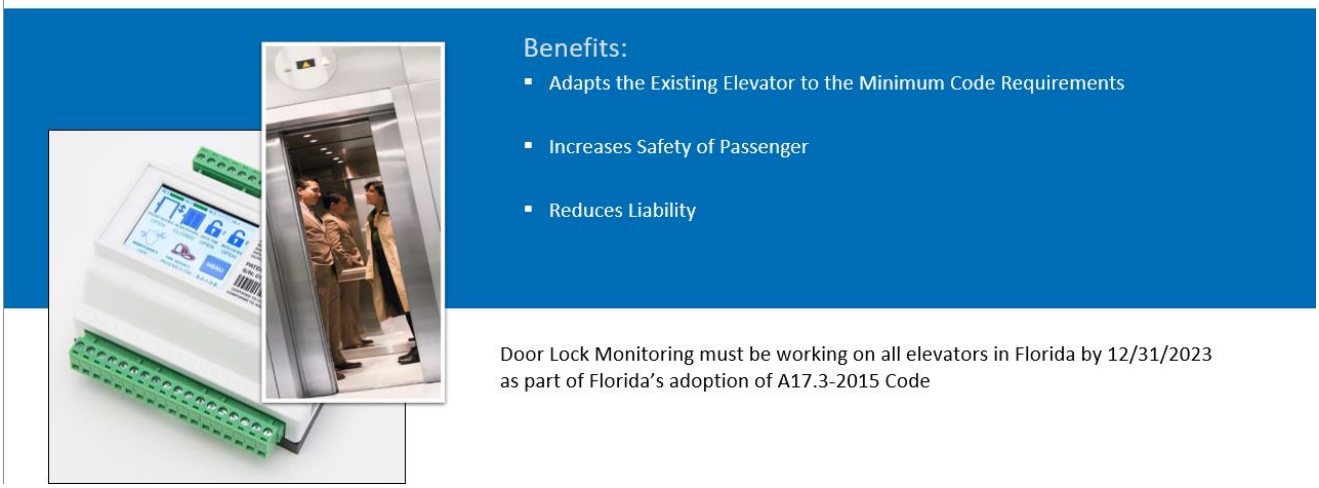
We will provide the necessary hardware / software logic that will perform the following functions:

- Monitors for shorts across door lock and car gate switch circuits
- Detects door position
- Prevents the car from running once a fault is detected
- Detects failure modes of the Door Lock Monitor (i.e. failed input relays and signals)

If the existing travel cable has insufficient spare wires, a separate proposal will be provided to install an additional traveling cable, to allow for the installation of the elevator door lock monitoring device.

In the event undocumented software changes, undocumented wiring changes, or unanticipated compatibility issues are discovered on any of the equipment covered by this proposal, KONE will stop work and provide Purchaser with a cost proposal for the additional work required to complete the scope of the work outlined above. Following receipt of an executed copy of the additional work proposed, KONE will proceed with and complete the scope of work outlined above in this proposal.

Door Lock Monitoring



Price

Our total price to perform the above-mentioned work amounts to: $28,645.16.

Pricing based on the US Communities/ OMNIA Standard Billing Rates.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

The Customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent in order for payment in full to be made to KONE.

The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (COVID-19) pandemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Down Payment

The above quoted price is based on a fifty percent (50%) down payment, due before the order will be processed. No material will be ordered, and work shall not commence, until applicable down payment is received. Once the proposal is signed and loaded into our system a down payment invoice will be issued.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of

_____
(Signature)

_____
(Print Name)

_____
(Print Title)

Date: _____ / _____ / _____

Respectfully submitted by,
KONE Inc.

Ariana Ramos 8/3/2022

_____
Ariana Ramos Senior Sales Consultant

_____
(Approved By) Authorized Representative

_____
Title

Date: _____ / _____ / _____

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

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Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

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It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

City Commission Regular Meeting - 5:05 pm **12. a.**

Meeting Date: 05/01/2023

Re: Final Plat - Surfside Dr Multifamily- 1602 Surfside Drive

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

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SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for a Final Plat Review submitted by applicant Regina Karner of Karner Surveying Inc., to subdivide 1 parcel into 4 platted lots at 1602 Surfside Drive, more specifically located at Parcel ID: 2412-501-0132-000-3.

SUMMARY:

Request for review of an application for a final plat to subdivide 1 parcel into 4 platted lots.

RECOMMENDATION:

Staff's recommendation is for City Commission to vote APPROVAL of the proposed final plat with one condition:

- The applicant will supply two (2) mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111

ALTERNATIVES:

- Recommend approval of the proposed plat with alternative conditions
- Recommend disapproval of final plat

RESPONSIBLE STAFF:

Ryan Altizer, Senior Planner

COORDINATED WITH:

- Technical Review Committee
- Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report & Supporting Documents

Application Packet & Supporting Documents

Staff Presentation

Public Notice Certification

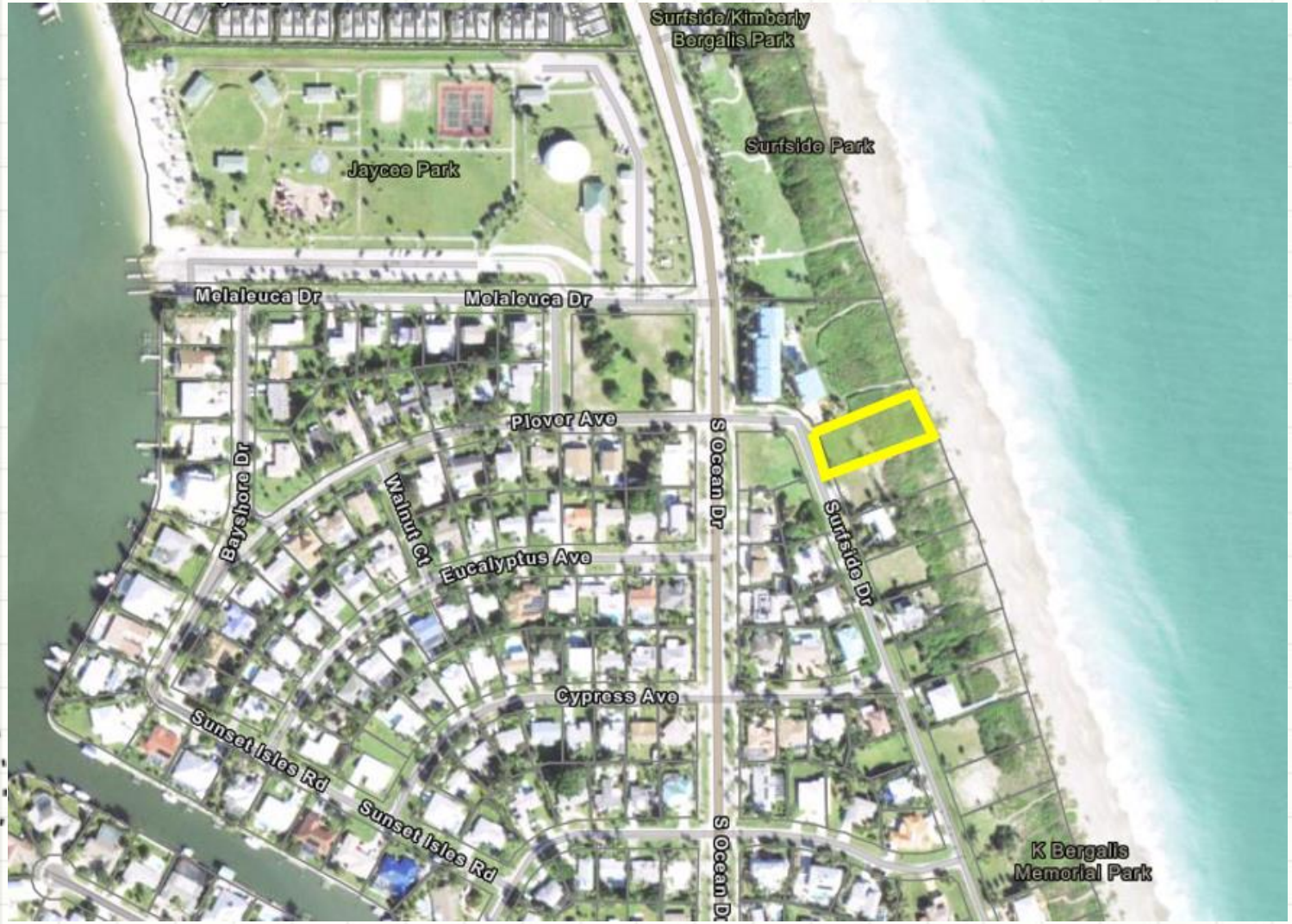
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/21/2023 11:21 AM

Form Started By: Ryan Altizer
Started On: 04/19/2023 02:08 PM
Final Approval Date: 04/21/2023

Final Plat



Surfside Multi-Family Final Plat

Final Plat

Applicant:
Regina Karner, PSM – Karner Surveying Inc.

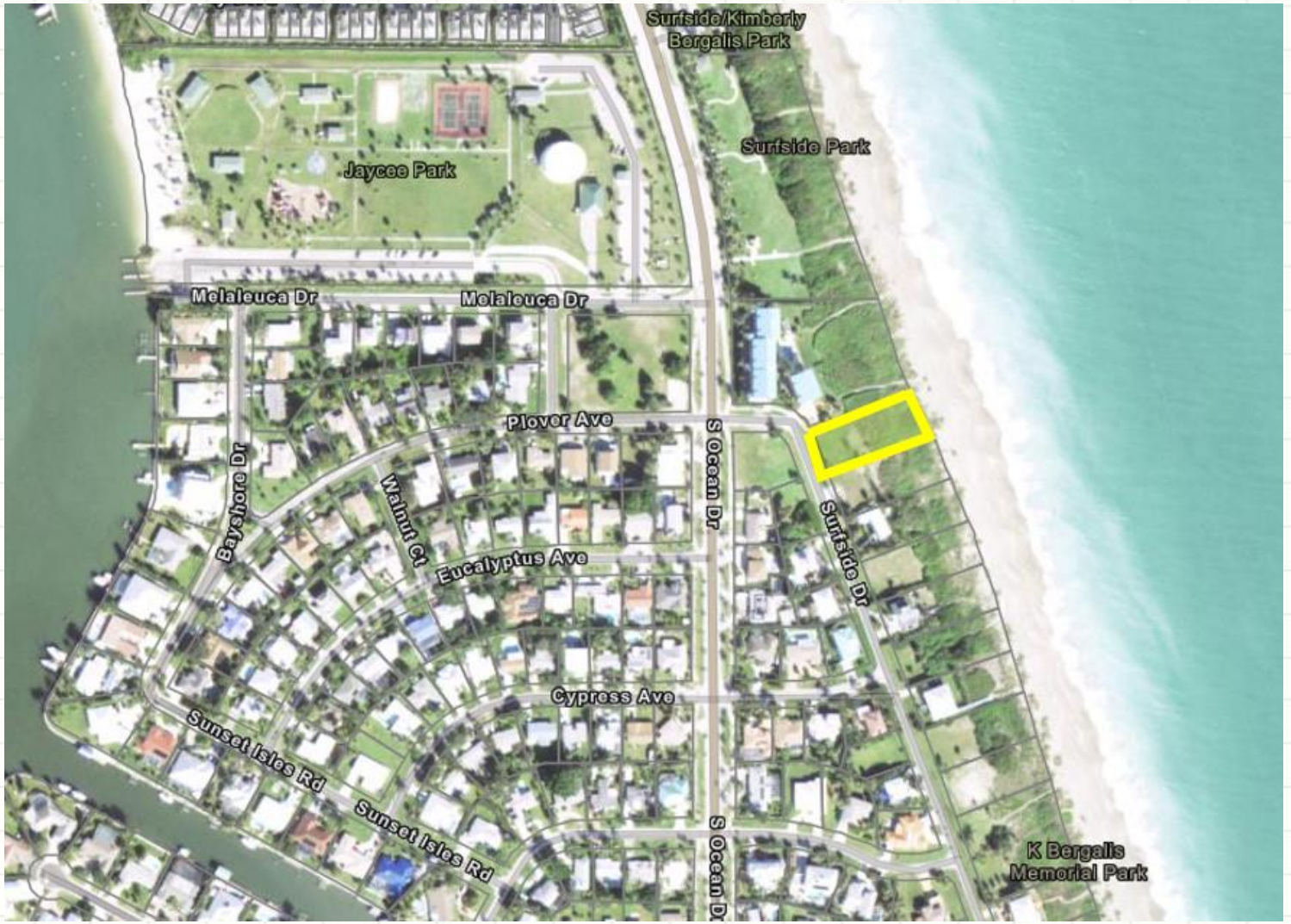
Property Owner:
Surfside Land, LLC

Parcel IDs:
2412-501-0132-000-3

Final Plat

Summary:
Request for review of an application for a final plat to subdivide 1 parcel into 4 platted Multi-Family lots.

Aerial Map



- **0.54 +/- acres**

Future Land Use Map



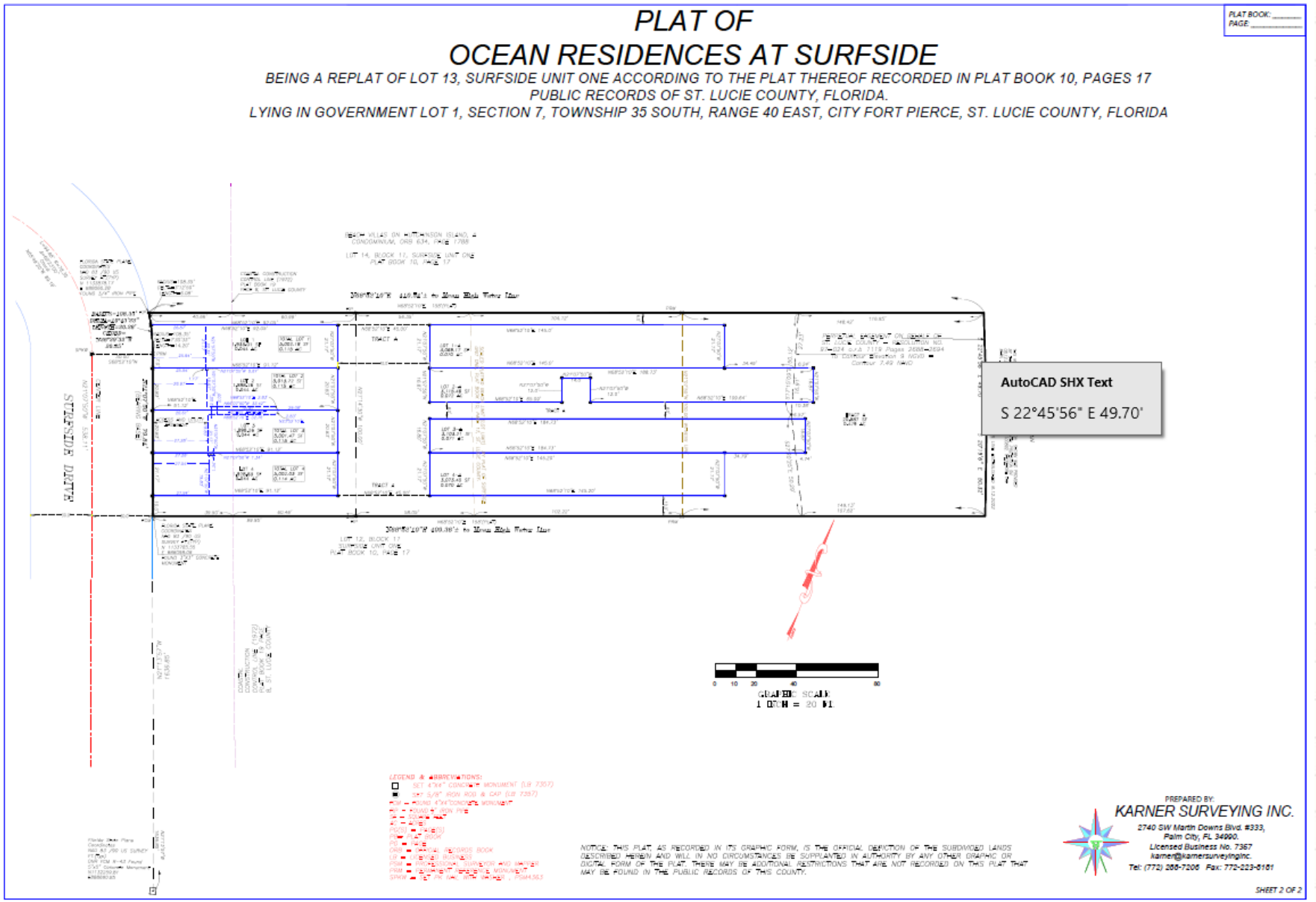
Future Land Use: Hutchinson Island Residential (HIR)

Zoning Map

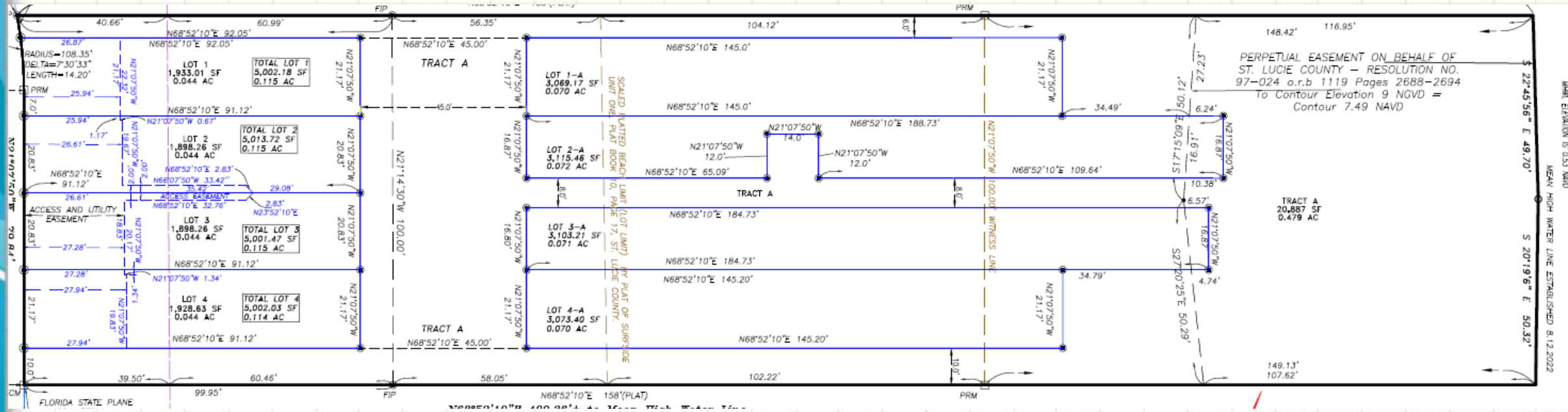


Zoning: Hutchinson Island Medium Density (R-4A)

Plat


PLAT OF
OCEAN RESIDENCES AT SURFSIDE
BEING A REPLAT OF LOT 13, SURFSIDE UNIT ONE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGES 17
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
LYING IN GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
PLAT BOOK:
PAGE:
AutoCAD SHX Text
S 22°45'56" E 49.70'
GRAPHIC SCALE
1 INCH = 20 FT
PREPARED BY:
KARNER SURVEYING INC.
2740 SW Martin Downs Blvd. #333,
Palm City, FL 34990.
Licensed Business No. 7367
karner@karnersurveyinginc.
Tel: (772) 266-7206 Fax: 772-223-6161
SHEET 2 OF 2

Plat


LOT 1
1,933.01 SF
0.044 AC
TOTAL LOT 1
5,002.18 SF
0.115 AC
LOT 2
1,898.26 SF
0.044 AC
TOTAL LOT 2
5,013.72 SF
0.115 AC
LOT 3
1,898.26 SF
0.044 AC
TOTAL LOT 3
5,001.47 SF
0.115 AC
LOT 4
1,928.63 SF
0.044 AC
TOTAL LOT 4
5,002.03 SF
0.114 AC
TRACT A
LOT 1-A
3,069.17 SF
0.070 AC
LOT 2-A
3,115.46 SF
0.072 AC
LOT 3-A
3,103.21 SF
0.071 AC
LOT 4-A
3,073.40 SF
0.070 AC
TRACT A
20,887 SF
0.479 AC
ACCESS AND UTILITY EASEMENT
ACCESS EASEMENT
PERPETUAL EASEMENT ON BEHALF OF ST. LUCIE COUNTY – RESOLUTION NO. 97-024 o.r.b 1119 Pages 2688-2694 To Contour Elevation 9 NGVD = Contour 7.49 NAVD
SCALED PLATTED BEACH LIMIT (LOT LIMIT) BY PLAT OF SURFSIDE UNIT ONE PLAT BOOK 10, PAGE 17, ST. LUCIE COUNTY.
WITNESS LINE
RADIUS=108.35'
DELTA=7°30'33"
LENGTH=14.20'
N68°52'10"E 92.05'
N68°52'10"E 91.12'
N68°52'10"E 45.00'
N68°52'10"E 145.0'
N68°52'10"E 188.73'
N68°52'10"E 109.64'
N68°52'10"E 65.09'
N68°52'10"E 184.73'
N68°52'10"E 145.20'
N68°52'10"E 158'(PLAT)
N21°07'50"W 21.17'
N21°07'50"W 20.83'
N21°07'50"W 16.87'
N21°07'50"W 16.80'
N21°14'30"W 100.00'
N21°07'50"W 100.00'
N21°07'50"W 0.67'
N21°07'50"W 1.34'
N68°07'50"W 33.42'
N23°52'10"E
S 22°45'56" E 49.70'
S 20°19'6" E 50.32'
S27°20'25"E 50.29'
S15°15'7"E 69.12'
MEAN HIGH WATER LINE ESTABLISHED 8.12.2022
FLORIDA STATE PLANE
FIP
PRM
CM

Staff's Recommendation

Staff recommends one (1) Condition:

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111

City Commission's Actions (Final Plat)

Possible actions of the City Commission:

- Recommend **APPROVAL** of the proposed Final Plat with the one condition (Staff's Recommendation).
- Recommend **APPROVAL** of the proposed Final Plat with alternative conditions
- Recommend **DISAPPROVAL** of the proposed Final Plat.

Final Plat

Surfside Multi-Family Final Plat

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Regina Karner, PSM/Karner Surveying Inc.
2740 SW Martin Downs Blvd #333
Palm City, FL 34990

Subject: Final Plat – Surfside Drive Multifamily – Technical Review Committee Comments for December 15, 2022 TRC Meeting

City of Fort Pierce Planning Department

1. Are mailboxes being proposed for each residence?

2. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111

Fort Pierce Engineering Department

Comments may be forthcoming

Fort Pierce Building Department

1. Building Official or his representative hos no comment of the time of this meeting, but reserves submission of comments upon completion of the official plan review.

2. Any construction will need to meet the requirements of the Florida Building Code 7rh Edition.

3. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

4. Building Permit required.

5. Signed and sealed construction drawings required.

Fort Pierce Police Department

No comments at this time

St. Lucie County Planning Department

Comments may be forthcoming

St. Lucie County PW/Engineering

No comments at this time

City Clerk Office

Comments may be forthcoming

Code Enforcement

Comments may be forthcoming

Fort Pierce Utilities Authority

FPUA W/WW Engineering: FPUA's Water/Wastewater Engineering Department has reviewed the TRC application – 1602 Surfside Drive Replat and offers the following comment.

A Dedicated utility easement shall be provided for proposed FPUA water utilities if applicable.

FPUA Electric & Gas Engineering: Electric and Gas Engineering Department have reviewed the application – TRC Surfside Dr. Approved.

St. Lucie County Fire District

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com

2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.

3. Please send the Fire District electronic plans for the site and buildings.

4. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.

5. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. See "Needed NFPA Fire Flow Calculator Spreadsheet".

6. Fire Hydrants (shall be) are provided for detached one- and two-family dwellings IAW both of the following: 1) The maximum distance to a fire hydrant from the closet point on the building shall not exceed 600 feet. 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1:18.5.2.

7. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirement s of the fire department.

8. The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.

9. The Fire District reserves the right for future comments at the site plan & building construction phase.

10. FD access roads (shall be) are provided such that any portion of an unsprinklered facility or exterior wall is located not more than 150' from FD access roads as measured by an approved route around the exterior of the building or facility. (450' for NFPA 13, 13D, 12R sprinklered protected buildings).

11. Per NFPA 1114 Chapter 9, Section 1.3. Prior to the final occupancy of any building, the permitted water supply for fire protection, including fire hydrants and fire suppression systems, shall be installed, tested, and acceptable to the AHJ (SLCFD).

Florida Department of Transportation

Comments may be forthcoming

St. Lucie County School Board

No comments at this time

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Ryan Altizer, Planner

FROM : Tracy Telle, Assistant City Engineer TST

RE : Surfside Quadraplex Final Plat – 1602 Surfside Drive
TRC No. 22-09000010

DATE : February 23, 2023

This is to advise you that we have completed the review of the following documents as received by this office on February 10, 2023:

- [x] Final Plat Submittal
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [ ] Approval of Development Plan
- [x] Final Plat Approval
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

1. Sheet 1 of 2 Comments:
    a. Under the Acknowledgement of Dedication remove the last line *"SION EXPIRES_____"* as it appears to be typographical error.
    b. Add the Reviewing Surveyor's Certificate as referenced in the City of Fort Pierce Code of Ordinances Section 121-10(c). The City's reviewing surveyor is Frank C. Veldhuis, Professional Surveyor and Mapper, Florida Certificate Number 6582, NorthStar Geomatics.
    c. The plat reflects the addition of the Preliminary Plat Certificate as previously requested. However, it appears that the Final Plat Certificate was removed. Please add the Final Plat Certificated as per the City of Fort Pierce Code of Ordinances Section 121-10(c)(2):

        CERTIFICATE OF FINAL APPROVAL BY THE CITY COMMISSION:

        Pursuant to the provisions of the Fort Pierce City Commission this plat was given Final Approval by the City Commission at a meeting held on the ____ day of _____ 2023.

        Fort Pierce City Commission

        By: _____
        Linda Cox, City Clerk
2. Address the attached comments as provided by NorthStar Geomatics.
3. Prior to final plat approval, please provide recorded copies of the submitted "Declaration of Covenants, Conditions, Restrictions, and Easements" and the "Amended and Restated Articles of Incorporation" a copy of the recorded deed restrictions, a copy of the filed articles of incorporation, along with a copy of the certificate of incorporation for the association.
4. The "Certified Engineer's Cost Estimate" did not include an original seal and signature, please provide a certified cost estimate. Note: The estimated unit prices have been reviewed and are approved.
5. **Advisory Comment:** A final plat cannot be approved for recordation until all required site improvements have been fully constructed and approved or a bonding mechanism is put in place in accordance with the requirements specified in the City of Fort Pierce Code of Ordinances Section 121.

NORTHSTAR GEOMATICS

SURVEYING/MAPPING • GIS • ASSET INVENTORY

February 21, 2023

Ms. Tracy Telle
Assistant City Engineer
City of Fort Pierce
Via email

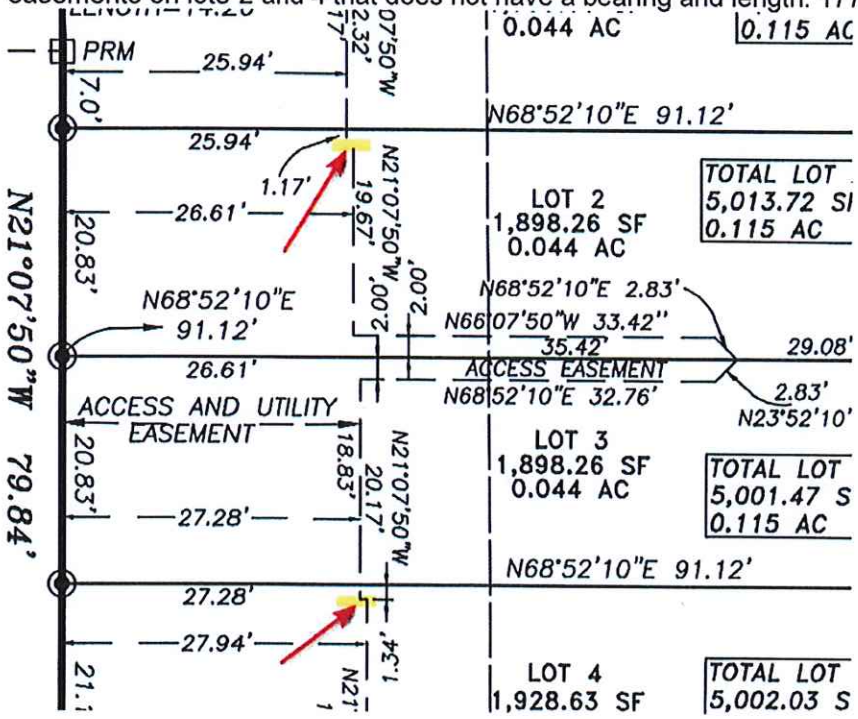
RE: Ocean Residences at Surfside Plat PRM Inspection - Review # 2

Dear Ms. Telle:

As you requested, I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, mathematical calculations or acreages shown on this plat.

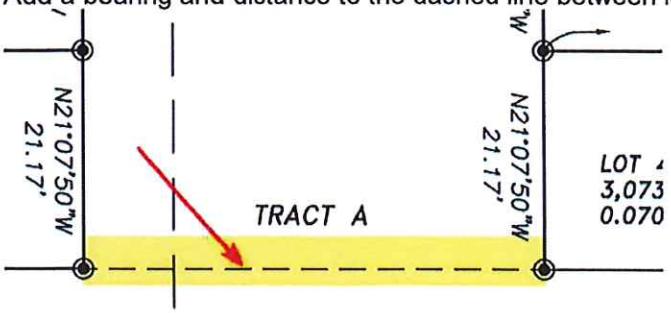
My first review comments are as follows:

1. Add a section to cover page for reviewing surveyor signature. 177.081(1)
   Frank Veldhuis
   Professional Surveyor and Mapper
   Certificate number 6582
2. All easements must be dimensioned. There is an east/west jog in the access and utility easements on lots 2 and 4 that does not have a bearing and length. 177.091(16)

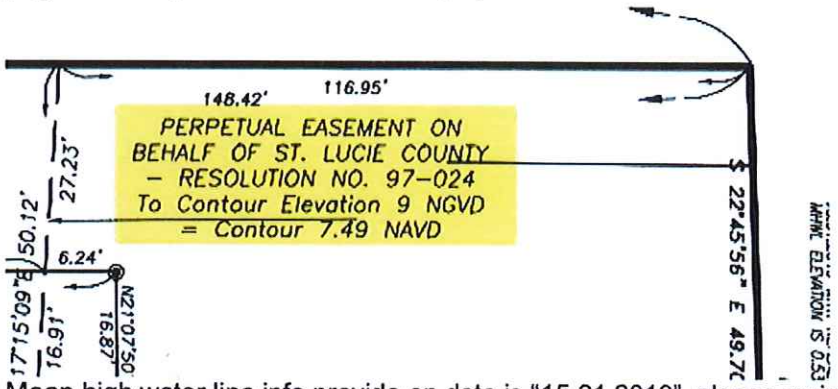


5820 NW Zenith Drive • Port St Lucie, Florida 34986 • Phone (772) 781-6400

3. Add a bearing and distance to the dashed line between lots 4 and 4A. 177.091(19)



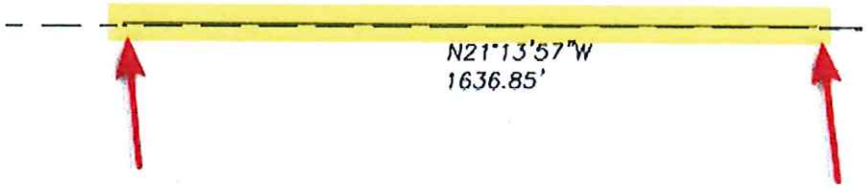
4. Legend needs to be updated to show SPKW. 177.091(29)
5. The title of the plat needs to reference the block from the parent plat. It looks to be block 11. 177.091(17)
6. The easement on the east side of the plat references resolution 97-024. Add book and page recording information. 177.091(16)



7. Mean high water line info provide on date is "15.31.2019", please revise.



8. There is a shift and double line in the lower portion of the plat.



9. Spelling issues and wrong year on the cover page

NOTARY PUBLIC–STATE OF FLORIDA
COMMISSION NUMBER:_____

MY COMMISSION EXPIRES:_____
SION EXPIRES:_____

TITLE CERTIFICATE:

ALEXANDER D. GONANO., ATTORNEY AND COUNSELOR AT LAW
, AS DULY LICENSED IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT AS OF
_____2022.
1. RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OI

10. Please schedule an on-site PRM inspection with NorthStar Geomatics, Inc.
11. A written response to each item above is required prior to next review.

Reviewed By:

Frank Veldhuis
For NorthStar Geomatics, Inc.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Ryan Altizer, Senior Planner

FROM : Tracy Telle, Assistant City Engineer TT

RE : Surfside Quadraplex Final Plat – 1602 Surfside Drive
TRC No. 22-09000010

DATE : April 6, 2023

This is to advise you that we have completed the review of the following documents as received by this office on April 6, 2023:

- [x] Final Plat Submittal
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [ ] Approval of Development Plan
- [x] Final Plat Approval
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

NORTHSTAR GEOMATICS

SURVEYING/MAPPING • GIS • ASSET INVENTORY

April 5, 2023

Ms. Tracy Telle
Assistant City Engineer
City of Fort Pierce
Via email

RE: Ocean Residences at Surfside Plat - Approval

Dear Ms. Telle:

As you requested, I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, mathematical calculations or acreages shown on this plat.

All comments have been addressed satisfactorily. The plat is approved.

Reviewed By:

Frank Veldhuis, PSM
For NorthStar Geomatics, Inc.

5820 NW Zenith Drive • Port St Lucie, Florida 34986 • Phone (772) 781-6400

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Ryan Altizer, Senior Planner

FROM : Tracy Telle, Assistant City Engineer TST

RE : Surfside Quadraplex Final Plat – 1602 Surfside Drive
TRC No. 22-09000010

DATE : April 5, 2023

This is to advise you that we have completed the review of the following documents as received by this office on March 28, 2023:

- [X] Final Plat Submittal
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [X] Do Not Recommend

- [ ] Approval of Development Plan
- [X] Final Plat Approval
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [X] See attached for engineering comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

1. Address the attached comments as provided by NorthStar Geomatics dated April 5, 2023.

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

NORTHSTAR GEOMATICS
SURVEYING/MAPPING • GIS • ASSET INVENTORY

April 5, 2023

Ms. Tracy Telle
Assistant City Engineer
City of Fort Pierce
Via email

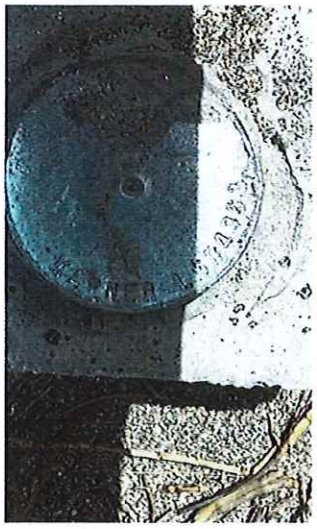
RE: Ocean Residences at Surfside Plat - Review # 4

Dear Ms. Telle:

As you requested, I have reviewed the above referenced plat for conformance with Florida Statutes Chapter 177, Part 1. My review of this plat does not include verifying accuracy of legal descriptions, plat geometry, mathematical calculations or acreages shown on this plat.

My review comments are as follows:

1. Upon PRM inspection, it was noted that the legend is incorrect on the Plat map. The cap of the PRM's have the LS #, not the LB #. Update the legend with correct information and resubmit.



LEGEND & ABBREVIATIONS:
□ SET 4"X4" CONCRETE MONUMENT (LB 7357)
◉ SET 5/8" IRON ROD & CAP (LB 7357)
FCM – FOUND 4"X4" CONCRETE MONUMENT
FIP – FOUND ½" IRON PIPE

2. The plat must be prepared in black ink, 177.091(1)(a)
3. PRM inspection was satisfactorily completed 4/5/23.
4. A written response to each item above is required prior to next review.

Reviewed By:

Frank Veldhuis, PSM
For NorthStar Geomatics, Inc.

5820 NW Zenith Drive • Port St Lucie, Florida 34986 • Phone (772) 781-6400

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

April 12, 2023

Surfside Land, LLC
ramy.gall@gmail.com

Karner Surveying, Inc.
karner@karnersurveyinginc.com

Dear Applicant and Owner:

There will be a Quasi-Judicial Hearing before the City Commission of the City of Fort Pierce, Florida on Monday, May 1, 2023 at their meeting which begins at 5:05 p.m., in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, on an application for Final Plat, submitted by applicant Karner Surveying, Inc. , to subdivide 1 parcel into 4 platted lots at Surfside Drive, more specifically located at Parcel Control Number: 2412-501-0132-000-3.

It is important that you review the Quasi-Judicial procedures that can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures.

Other than the project application on file with the Planning Department, any additional documentation that is to be used during the hearing, including power point presentations, must be submitted no later than April 26, 2023 in order to be included in the published agenda. Please submit documents to lcox@cityoffortpierce.com.

If you have any questions, please contact the Planning Department.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Kev Freeman, Planning Director

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Subdivision

Property address or Location Surfside Drive, Fort Pierce, FL

Parcel ID #(s) 2412-501-0132-000-3

Project description Four (4) Multi-Family Units

Property Owner(s)
Surfside Land, LLC

Street Address
9481 Campi Drive

City State Zip
Lake Worth, FL 33467-6998

Phone Number

Email Address
ramy.gali@gmail.com; daniel.kecskes@gmail.com

Applicant/Representative, Title, Company
Karner Surveying Inc./ Regina Karner, PSM

Street Address
2740 SW Martin Downs Blvd.#333

City State Zip
Palm City Florida 34990

Phone Number
772-770-9622

Email Address
karner@karnersurveyinginc.com

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

Property Owner(s) Signature(s)

STATE OF FLORIDA -- COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by

_____ who is personally known to me or has produced

_____as identification.

_____

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_____

Intake Planner_____

Planner Assigned_____

Approved By_____Date _____

Comments_____

_____

_____

_____

Fees_____ Control #_____ B. Permit #_____

_____ Intake Date Stamp _____

☐ SUBDIVISION: PRELIMINARY PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ Preliminary Plat prepared by a surveyor registered in the State of Florida meeting the requirements of Sections 18-5, & 18-10 (a) (1-3) & (c)
- ☐ A copy of the deed
- ☐ **Signed and sealed survey**
- ☐ Concurrency application, complete
- ☐ Complete, notarized application

☐ SUBDIVISION: INFRASTRUCTURE PLAN REVIEW

Please submit one (1) original and four (4) hard copies and one (1) CD of the following, stamped by a state of Florida registered engineer meeting the requirements of 18-10 (a) (4) :

- ☐ Street construction plans
- ☐ Water & Sewer system construction plans
- ☐ Stormwater Retention plans
- ☐ Electric Infrastructure plans
- ☐ Gas Infrastructure plans
- ☐ Complete, notarized application

☑ SUBDIVISION: FINAL PLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ **Signed and sealed survey**
- ☐ Final Plat stamped by a state of Florida registered surveyor meeting the requirements of 18-5, & 18-10 (b & c):
- ☐ Complete, notarized application

☐ SUBDIVISION: MINOR REPLAT

Please submit one (1) original and thirteen (13) hard copies and one (1) CD of the following:

- ☐ A copy of the deed
- ☐ As-built survey of original parcel stamped by a registered surveyor in the State of Florida
- ☐ Scaled drawing, stamped by a registered surveyor in the State of Florida, of surveyed parcel indicating
  - o proposed lots, including acreage, square footage, & dimensions.
  - o any & all easements, rights-of-way, or similar instruments found on or adjacent to the subject property
- ☐ Complete, notarized application

Clear/Reset

WELLS FARGO

Acknowledgment by Individual

State of Florida

County of **Palm Beach**

The foregoing instrument was acknowledged before me this **25th** day

of **October**, 20 **22**, by means of ☒ physical presence or ☐ online notarization

Ramy Gali (name of person acknowledging).

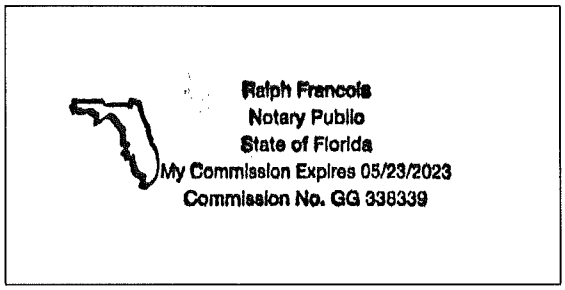
☐ Personally known to me
☒ Produced Identification
Type of Identification Produced **Florida Drivers License**

Notary signature

Notary name (typed or printed) **Ralph Francois**

Title (e.g., Notary Public) **Notary Public**

Place Seal Here



For Bank Purposes Only Description of Attached Document

Type or Title of Document

Subdivision

Document Date

10/20/2022

Number of Pages

2

Signer(s) Other Than Named Above

Account Number (if applicable)

FO01-000DSG5350FL-01

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This Document Prepared By and Return to:
Christopher J. Twohey, PA
844 SE Ocean Blvd. Suite A
Stuart, Florida 34994

Parcel ID Number: **2412-501-0132-000/3**

Warranty Deed

This Indenture, Made this **23rd** day of **July** ,**2020** A.D., **Between**
L & K Developers, LLC, an Illinois limited liability company
of the County of **Cook** , State of **Illinois** **, grantor,** and
Surfside Land, LLC, a Florida limited liability
whose address is: **9481 Campi Dr., Lake Worth, FL 33467**
of the County of **Palm Beach** , State of **Florida** **, grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of
TEN DOLLARS ($10) ,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of **Saint Lucie**
State of **Florida** to wit:

Lot 13, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 10, Page 17, Public Records of Saint Lucie County, Florida.

SUBJECT TO:

1. Taxes for the year 2020, and all subsequent years;

2. Zoning restrictions, prohibitions and other requirements imposed by governmental authority;

3. Restrictions and matters appearing on the Plat or otherwise common to the subdivision; and

4. Public utility easements of record, if any.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

Laser Generated by ©Display Systems, Inc. 2020 (863) 763-5555 netForm FLWD-1

Warranty Deed - Page 2

Parcel ID Number: 2412-501-0132-000/3

witness

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Eileen M. Kiesling
Printed Name:
Witness

Robert A. Bosco
Printed Name:
Witness

L & K Developers, LLC
By: Robert H Lohens (Seal)
Robert H. Lohens, Member
P.O. Address: 1237 S. Delphia Ave., Park Ridge, IL 60068

notary

State of Illinois
County of Cook

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this day of July, 2020, by Robert H. Lohens, Member of L & K Developers, LLC, an Illinois limited liability company on behalf of the limited liability company who is personally known to me or who has produced his driver's license as identification.

Ashley M. Spyrdz
Printed Name:
Notary Public Ashley Spyrdz
My Commission Expires: 8/23/2020

ASHLEY M SPYRDZ
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 23, 2020

LEGAL DESCRIPTION

Lot 13, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 10, Page(s) 17, Public Records of St. Lucie County, Florida.

SURVEYOR'S REPORT

ACCURACY:

1. ALL MEASUREMENTS, DISTANCES, ELEVATIONS AND FEATURES WERE PERFORMED IN STRICT ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY FLORIDA ADMINISTRATIVE CODE 5J–17, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES.
1. METHODS FOR ALL CONTROL MEASUREMENTS WERE MADE WITH A TRANSIT AND STEEL TAPE, OR DEVICES WITH EQUIVALENT OR HIGHER DEGREES OF ACCURACY.
3. THE ACCURACY STANDARD USED FOR THIS SURVEY, AS CLASSIFIED (5J–17 FAC), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 7,500 FEET. THIS SURVEY IS BASED ON REPETITIVE RTK GPS AND/OR TOTAL STATION OBSERVATIONS ON MULTIPLE PROJECT'S HORIZONTAL AND VERTICAL CONTROL POINTS TO OBTAIN A REDUNDANCY OF MEASUREMENT. HORIZONTAL AND VERTICAL CLOSURE ACHIEVED, EXCEED THE MINIMUM ACCURACY REQUIREMENTS.
4. COORDINATES (IF) SHOWN ON THE MAP OF SURVEY ARE IN FEET AND REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, TRANSVERSE MERCATOR, NORTH AMERICAN DATUM (NAD) OF 1983 (2011ADJUSTMENT)
5. ALL ELEVATIONS SHOWN ON THE MAP OF SURVEY ARE IN FEET AND REFERENCED FROM NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
6. VERTICAL CONTROL POINTS ARE REFERENCED FROM THE FOLLOWING PUBLISHED DATUM: NGS VERTICAL CONTROL POINT t–41 AT ELEVATION 4.98 7 THE BASIS OF BEARING BEING OF N21°07'50"W" IS ALONG THE EAST RIGHT OF WAY LINE OF SURFSIDE DRIVE AS MONUMENTED.

LIMITATIONS:

1. PURPOSE OF SURVEY: TO ESTABLISH THE LIMITS OF THE HEREIN DESCRIBED PARCEL OF LAND BASED ON THE LEGAL DESCRIPTION PROVIDED BY THE CLIENT AND ESTABLISHING SUFFICIENT VERTICAL CONTROL TO ACCURATELY DEPICT THE MEAN HIGH WATER LINE.
2. LAST FIELD DATE OF SURVEY: 07.12.2022
3. UNDERGROUND UTILITIES WERE NOT LOCATED
4. RIGHT OF WAY LIMITS FOR SURFSIDE DRIVE WERE ESTABLISHED BASED ON FOUND CONCRETE MONUMENTS AND OTHER SURVEY CONTROL ALONG THE EASTERLY AND WESTERLY RIGHT OF WAY LINE.
5. DIMENSIONS SHOWN THUSLY (M) ON THE SURVEY SUPERSEDE DIMENSIONS REFLECTED ON EITHER RECORD DEED, PLAT OR RIGHT OF WAY MAP.
6. USE OF THIS SURVEY BY ANYONE OTHER THAN THOSE PREPARED FOR OR CERTIFIED TO, WILL BE THE RE–USERS SOLE RISK WITHOUT LIABILITY TO THE SURVEYOR.
7. SHOWN ANYWHERE ON THIS SURVEY, THE WORD "CERTIFY" IS UNDERSTOOD TO BE AN EXPRESSION OF A PROFESSIONAL OPINION BASED UPON THE SURVEYOR'S BEST KNOWLEDGE, INFORMATION AND BELIEF, AND THAT IT CONSTITUTES NEITHER A GUARANTEE NOR A WARRANTY IN ADDITION THIS SURVEY SHALL NOT BE VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL
8. THE OWNERSHIP OF FENCE LINES HAS NOT BEEN DETERMINED AS PART OF THIS SURVEY.
9 OFF SET CALLS TO FOUND SURVEY CONTROL ARE RELATIVE TO THE NEAREST PROPERTY CORNER, INTERSECTION OF LINES, POINT OF CURVATURES (PC), POINT OF REVERSE CURVATURES (PRC) OR OTHER IDENTIFIABLE POINT.
10. THIS SURVEY SHALL NOT BE VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF THE FLORIDA SURVEYOR AND MAPPER PREPARING THIS DOCUMENT
11 COMPLIANCE WITH LOCAL ZONING REQUIREMENTS AND OR WITH REQUIREMENTS SET FORTH BY OTHER STATE, PUBLIC, AND/OR PRIVATE ENTITIES HAS NOT BEEN VERIFIED AS PART OF THIS SURVEY.
12.THE LOT LIMITS REFLECTED ON THE PLAT OF SURFSIDE APPEAR TO BE WEST OF A "BEACH" AREA. BY CONSENT OF THE LOCAL GOVERNING AGENCIES AND BY HISTORICAL REFERENCE OF OTHER SURVEY MAPS IN THIS AREA THE LOT IS SHOWN TO EXTEND TO THE MEAN HIGH WATER LINE.

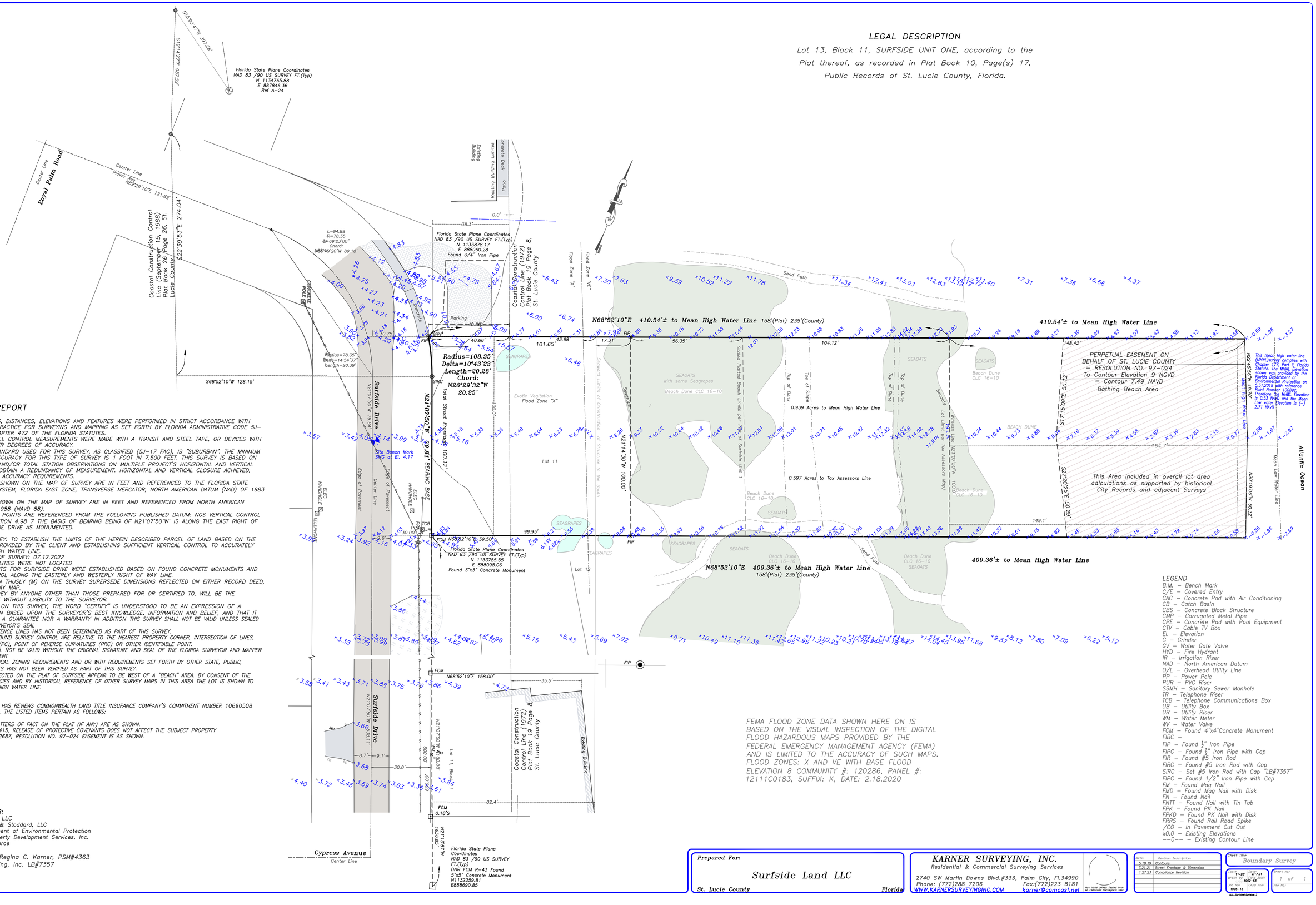
TITLE REVIEW:

THE SIGNING SURVEYOR HAS REVIEWS COMMONWEALTH LAND TITLE INSURANCE COMPANY'S COMMITMENT NUMBER 10690508 DATED August 16, 2022. THE LISTED ITEMS PERTAIN AS FOLLOWS:

ITEM 1. SUBJECT TO MATTERS OF FACT ON THE PLAT (IF ANY) ARE AS SHOWN.
ITEM 2. ORB 178 PG 8415, RELEASE OF PROTECTIVE COVENANTS DOES NOT AFFECT THE SUBJECT PROPERTY
ITEM 3. ORB 1119 PG 2687, RESOLUTION NO. 97–024 EASEMENT IS AS SHOWN.

PREPARED FOR:
Surfside Land LLC
Schulke, Bittle & Stoddard, LLC
Florida Department of Environmental Protection
Real Time Property Development Services, Inc.
City of Fort Pierce

Prepared By: Regina C. Karner, PSM#4363
Karner Surveying, Inc. LB#7357



FEMA FLOOD ZONE DATA SHOWN HERE ON IS BASED ON THE VISUAL INSPECTION OF THE DIGITAL FLOOD HAZARDOUS MAPS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND IS LIMITED TO THE ACCURACY OF SUCH MAPS. FLOOD ZONES: X AND VE WITH BASE FLOOD ELEVATION 8 COMMUNITY #: 120286, PANEL #: 12111C0183, SUFFIX: K, DATE: 2.18.2020

LEGEND

B.M. – Bench Mark
C/E – Covered Entry
CAC – Concrete Pad with Air Conditioning
CB – Catch Basin
CBS – Concrete Block Structure
CMP – Corrugated Metal Pipe
CPE – Concrete Pad with Pool Equipment
CTV – Cable TV Box
El. – Elevation
G – Grinder
GV – Water Gate Valve
HYD – Fire Hydrant
IR – Irrigation Riser
NAD – North American Datum
O/L – Overhead Utility Line
PP – Power Pole
PUR – PVC Riser
SSMH – Sanitary Sewer Manhole
TR – Telephone Riser
TCB – Telephone Communications Box
UB – Utility Box
UR – Utility Riser
WM – Water Meter
WV – Water Valve
FCM – Found 4"x4"Concrete Monument
FIBC –
FIP – Found ½" Iron Pipe
FIPC – Found ½" Iron Pipe with Cap
FIR – Found #5 Iron Rod
FIRC – Found #5 Iron Rod with Cap
SIRC – Set #5 Iron Rod with Cap "LB#7357"
FIPC – Found 1/2" Iron Pipe with Cap
FM – Found Mag Nail
FMD – Found Mag Nail with Disk
FN – Found Nail
FNIT – Found Nail with Tin Tab
FPK – Found PK Nail
FPKD – Found PK Nail with Disk
FRRS – Found Rail Road Spike
/CO – In Pavement Cut Out
x0.0 – Existing Elevations
––0–– – Existing Contour Line

Prepared For:
Surfside Land LLC
St. Lucie County Florida

KARNER SURVEYING, INC.
Residential & Commercial Surveying Services
2740 SW Martin Downs Blvd.#333, Palm City, Fl.34990
Phone: (772)288 7206 Fax:(772)223 8181
WWW.KARNERSURVEYINGINC.COM karner@comcast.net

Not Valid Unless Sealed With An Embossed Surveyor's Seal

No.	Revision Description
5.18.19	Contours
7.21.21	Street Frontage & Dimension
1.27.23	Compliance Revision

Sheet Title: Boundary Survey

Scale: 1"=30' Drawn By: RCK Date: 8.17.21
Book No.: 1902–53 Page No.:
Job No.: 1905–13 CADD File:
S:\Z_Surfside\Surfside13

Sheet No.: 1 of 1
File No.:

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
OCEAN RESIDENCES AT SURFSIDE POA, INC.
(A Florida Not For Profit Corporation)

We, the undersigned, being the President and Secretary of OCEAN RESIDENCES AT SURFSIDE POA, INC., a Florida not for profit corporation ("Association"), in accordance with its Articles of Incorporation and Bylaws do hereby certify:

1. The Association was originally incorporated on October 5, 2022, under Document Number N22000011403, pursuant to Chapter 617 of the laws of the State of Florida.

2. The original Articles of Incorporation of the Association ("Original Articles") are hereby duly amended and restated in their entirety in accordance with the provisions of Section 617.1007(1), Florida Statutes and Article IX of the Original Articles by the Board of Directors of the Association and no Members are entitled to vote thereon.

3. These Amended and Restated Articles of Incorporation have been duly executed by the President and Secretary of the Association on the dates hereinafter set forth on the execution page.

4. As so adopted, these Amended and Restated Articles of Incorporation replace the Original Articles in their entirety and are substituted therefor.

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings. or if defined below as defined in the Declaration:

1. "Articles" means these Amended and Restated Articles of Incorporation and any amendments hereto.

2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Home Assessments" and "Special Assessments (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.

3. "Association" means Ocean Residences at Surfside POA, Inc., a Florida not for profit corporation. The Association is not a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

4. "Board" means the Board of Directors of the Association.

5. "Bylaws" means the Bylaws of the Association and any amendments thereto.

6. "City" means the City of Fort Pierce, Florida.

7. "Common Area" or "Common Property" means the property more particularly described in Article 1 of the Declaration.

8. "County" means Saint Lucie County, Florida.

9. "Declarant" means Surfside Land LLC, a Florida limited liability company, and any successor or assign thereof to which Surfside Land LLC specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

10. "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Residences at Surfside, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

11. "Director" means a member of the Board.

12. "Governing Documents" means in the aggregate the Declaration, the Articles and the Bylaws, the Plat, and any additional plat, any rules and regulations of the Association which may be promulgated, and all of the instruments and documents referred to therein.

13. "Home" means an attached residential dwelling unit constructed within Ocean Residences at Surfside, which is designed and intended for use and occupancy as a single-family residence.

14. "Lot" means any parcel of land within Ocean Residences at Surfside as shown on the Plat or any additional plat upon which a Home is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of a Home on a Lot such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in the Declaration and the Governing Documents.

15. "Member" means the Owner of a Lot in Ocean Residences at Surfside.

16. "Ocean Residences at Surfside" means that planned residential development located in the City and County which encompasses the Property. Ocean Residences at Surfside is presently intended to compromise Four (4) Homes and Common Property, but subject to change in accordance with the Declaration.

17. "Owner" means the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Home within Ocean Residences at Surfside, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

18. "Plat" means the plat of OCEAN RESIDENCES AT SURFSIDE, according to the plat thereof recorded or to be recorded in the Public Records of Saint Lucie County, Florida. In the event an additional plat is recorded in the Public Records of the County with respect to the Additional Property made subject to the Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat. Not all of the property shown on the Plat is subject to the Declaration.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such term appears in these Articles.

ARTICLE II
NAME

The name of this corporation shall be OCEAN RESIDENCES AT SURFSIDE POA, INC., a Florida not for profit corporation, whose principal address and mailing address is c/o Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467.

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to administer, operate, maintain finance, repair, replace, manage and lease the Common Area in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed hv the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have alt of the powers granted to the Association in the Governing Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to the following:

1. To perform any act required or contemplated by it under the Governing Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association. The foregoing shall include the power to levy and collect adequate Assessments for the costs of insurance maintenance, repair and operation for Common Property and the drainage system, including but not limited to, costs associated with maintenance, repair and operation of retention areas, drainage structures and drainage easements.

4. To enforce by legal means the obligations of the Members and the provisions of the Governing Documents.

5. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Property and to delegate to such professional manager certain powers and duties of the Association.

6. To enter into the Declaration and any amendments thereto and instruments referred to therein.

7. To provide, to the extent deemed necessary, by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Ocean Residences at Surfside in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Ocean Residences at Surfside.

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

9. To exercise and enforce architectural control, maintenance and use restrictions in accordance with the Declaration.

10. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the District Permit, as such District Permit may be amended, modified or reissued from time to time, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.

11. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Governing Documents, for which the Owners will be responsible, the Association shall be required to obtain the approval of

three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Governing Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

(e) filing a compulsory counterclaim.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, with the exception that the Declarant shall be entitled to vote five (5) votes for each Lot owned until the Turnover Date. After the Turnover Date, each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member with one (1) vote for each Lot owned, with the exception of the Owner of either of the two (2) exterior Lots, which Owner is entitled to five (5) votes for each such Lot owned.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording or an instrument or conveyance amongst the Public Records of the County.

D. No Member may assign, hypothecate or transfer in any manner their membership in the Association except as an appurtenance to their Lot.

E. Any Member who conveys or loses title to a Lot by gift, sale, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

F. There shall be only one (1) vote for each Lot. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Representative"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a married couple they may, but shall not be required to, designate a Voting Representative. In the event a certificate designating a Voting Representative is not filed by the married couple, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

G. A quorum shall consist of persons entitled to cast at least fifty percent (50%) of the total number of votes of the Members.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association by unanimous vote of the Owners (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of the Articles is: Ramy Gali, 9481 Campi Drive, Lake Worth, FL 33467.

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and additional Assistant Vice President(s), as needed.

The Board shall elect the President, Vice President, Secretary and Treasurer, and as many additional Assistant Vice Presidents, as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Ramy Gali
Vice President/Treasurer	Daniel Kecskes
Secretary	Cigdem Gali

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors need not be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAMES	ADDRESSES
Ramy Gali	9481 Campi Drive, Lake Worth, FL 33467
Daniel Kecskes	9481 Campi Drive, Lake Worth, FL 33467
Cigdem Gali	9481 Campi Drive, Lake Worth, FL 33467

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Ocean Residences at Surfside will contain Four (4) Lots with Homes constructed thereon (collectively, "Total Developed Lots"). Notwithstanding the foregoing, however, Declarant has reserved the right in the Declaration to modify the plan of development for Ocean Residences at Surfside and the right to, among other things, modify the site plan and the right to change the recreational facilities, amenities, Home product types and the number of Homes to be constructed within Ocean Residences at Surfside, and/or the right to add land or withdraw land from Ocean Residences at Surfside, all in its sole and absolute discretion.

D. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws: provided, however, that the Members shall be given at least fourteen (14) days' prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting "Initial Election Board"). Declarant

reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F, above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Member-elected Director is removed in the manner herein provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or the agreement in writing of a majority of the voting interests for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of fifty percent (50%) of the Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

H. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members for a one (1) year term.

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post judgment proceedings, reasonably incurred by or imposed upon them in connection with any negotiation, proceeding, arbitration, litigation or settlement in which they becomes involved by reason of their being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that they are or are adjudged guilty of willful misfeasance or malfeasance in the performance of their duties, the indemnification provisions in this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute of common law.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. These Articles may be amended solely the written consent by majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

B. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV

REGISTERED OFFICE AND REGISTERED AGENT

The name and street address of the initial registered agent of the Association is Gregg M. Casalino, Collins Brown Barkett, Chartered, 756 Beachland Boulevard, Vero Beach, FL 32963.

The undersigned, being the President and Secretary of the Association, hereby affirm that the foregoing Amended and Restated Articles of Incorporation were duly adopted by Unanimous Written Consent of the Board of even date herewith.

By: _____
Ramy Gali, President

Attest: _____
Cigdem Gali, Secretary

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Amended and Restated Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

By: _____
Gregg M. Casalino

Dated: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Gregg M. Casalino. He is ☐ personally known to me or ☐ has produced _____ as identification.

{Notary Stamp}

_____

Notary Public
My Commission Expires: _____

Commonwealth
LAND TITLE INSURANCE COMPANY

Order Number: 10690508

August 16, 2022

Addressee:

PLAT PROPERTY INFORMATION REPORT

Proposed Plat of: Surfside Unit One

In accordance with Section 177.041, Florida Statutes this will certify that Commonwealth Land Title Insurance Company has made a search of the Public Records of St. Lucie County, Florida, through August 11, 2022 at 5:00 PM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of Surfside Land, LLC, a Florida limited liability company

by virtue of Warranty Deed recorded in Official Records Book 4454 page 2102

The search has revealed the following:

1. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Surfside Unit One, recorded in Plat Book 10, Page 17, of the Public Records of St. Lucie County, Florida.

2. Protective Covenants recorded April 23, 1957 in Deed Book 227 page 165

3. Resolution No 97-024 recorded January 8, 1998, in Official Records Book 1119, Page 2687.

NOTE: All recording references in this form shall refer to the public records of St. Lucie County, Florida, unless otherwise noted.

NOTE: 2021 Real Property Taxes in the gross amount of $12,702.96 are Paid, under Tax I.D. No. 2412-501-0132-000/3.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

Commonwealth
LAND TITLE INSURANCE COMPANY

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 10690508

By: _____

Authorized Signature

Exhibit "A"

Lot 13, Block 11, Surfside Unit One, according to the plat thereof, as recorded in Plat Book 10, Page(s) 17, of the Public Records of St. Lucie County, Florida.

BYLAWS
OF
OCEAN RESIDENCES AT SURFSIDE POA, INC.
(A Florida Not For Profit Corporation)

Section 1. IDENTIFICATION OF ASSOCIATION

These are the Bylaws of OCEAN RESIDENCES AT SURFSIDE POA, INC., ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The office of the Association shall be for the present at c/o Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. EXPLANATION OF TERMINOLOGY

The terms defined in the Amended and Restated Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Residences at Surfside ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. MEMBERSHIP; MEMBERS' MEETINGS; VOTING AND PROXIES

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at the office of the Association or at such other place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the

right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at their last known address as it appears on the books of the Association and shall be mailed or hand delivered to the said address or electronically transmitted to the location furnished by the Member for that purpose not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing, delivery or electronic transmission shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Governing Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast fifty percent (50%) of the total number of votes of the Members. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Governing Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Members may vote for Directors in person or by Proxy. Members are not permitted to vote for Directors by absentee ballot. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairperson" (as hereinafter defined in Paragraph 7.2) shall supervise the election, count and verify ballots, disqualify votes if

such disqualification is justified under the circumstances and certify the results of the election to the Board.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by absentee ballot. Proxies may be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

3.11. The voting on any matter at a Meeting shall not be by secret ballot unless upon unanimous request of the holders of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. BOARD; DIRECTORS' MEETINGS

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until their successor is duly elected and qualified or until they resign or are removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice

of the organizational meeting shall be given in accordance with Section 720.303(2) of the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places at the office of the Association or at such other place in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third 1/3) of the Directors. Any such special meeting may be held at the office of the Association or at such other place in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally, by mail, telephone or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7 Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. Meetings of the Board shall be open to all Members. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the HOA Act and any rules and regulations promulgated by the Association. In the event a Member conducts themself in a manner detrimental to the carrying on of the meeting,

then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that they are a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.13. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

Section 5. POWERS AND DUTIES OF THE BOARD

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Governing Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

Section 6. LATE FEES

An Owner who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five Dollars and No/100 ($25.00) or five percent (5%) of the past due amount, whichever is greater, by the Association for such late Assessment. This amount is subject to change in the Board's sole discretion. In addition, any party who fails to pay any Assessment within ten (10) days of the due date shall be charged interest thereon from the date due until paid at eighteen percent (18%) per annum. Lot Owners shall be responsible to pay all Legal Fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced.

Section 7. OFFICERS OF THE ASSOCIATION

7.1. Executive officers of the Association shall be the President, who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers, including one or more Assistant Vice Presidents, and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices

simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Treasurer.

7.2. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as the President may, in their discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairperson") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated as "First Vice President", "Second Vice President", etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and they shall perform all of the duties incident to the office of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Ocean Residences at Surfside.

Section 8. RESIGNATIONS

Any Director or officer may resign their post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The

acceptance of a resignation shall not be required to make it effective. The conveyance of all Homes owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

Section 9. ACCOUNTING RECORDS; FISCAL MANAGEMENT

9.1. The Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Ocean Residences at Surfside which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November or December of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, upon request, and each Owner shall be given notice of the Individual Home Assessment applicable to their Home(s). The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Home Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Association at their last known address or email address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to ensure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the accrual basis method of accounting.

9.4. Individual Home Assessments shall be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Home Assessment.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at their last known address shown on the records of the Association.

9.8 The Association shall procure, maintain and keep in full force and effect, insurance as may be required by the Declaration to protect the interests of the Association and the Members.

Section 10. RULES AND REGULATIONS

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Ocean Residences at Surfside; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Governing Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Property, same shall be conspicuously posted and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to ensure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. PARLIAMENTARY RULES

The then-latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Governing Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 12. ROSTER OF OWNERS

Each Owner shall file with the Association a copy of the deed or other document showing their ownership of a Lot in Ocean Residences at Surfside. The Association shall maintain such information. The Association shall also maintain the electronic mailing addresses and numbers designated by Owners for receiving notices sent by electronic transmission of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

Section 13. AMENDMENT OF THE BYLAWS

13.1. These Bylaws may be amended by affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws.

13.2. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant for so long as Declarant holds title to at least one (1) Home; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

13.3. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 14. MEDIATION

Pursuant to the HOA Act, mandatory mediation before the Department of Business and Professional Regulation (“Department”) shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

Section 15. RECALL OF BOARD MEMBERS AND ELECTION DISPUTES

Pursuant to the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Board may be recalled and removed from office as provided for and described in the HOA Act.

Section 16. NOTICE AND HEARING PROCEDURE

In those instances which specifically provide an Owner the right of Notice and a Hearing, the following procedures and provisions shall apply:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing the Board. If the Board, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. A fine of less than One Thousand and No/100 Dollars ($1,000.00) may not become a lien against a Lot.

E. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or imposition of suspension of voting rights upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

F. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Home to have vehicular and pedestrian ingress to and egress from such Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Home.

Section 17. INTERPRETATION

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

The foregoing Bylaws of Ocean Residences at Surfside POA, Inc. were adopted by the Board of Directors as of the date of filing the Articles of Incorporation for the Association.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OCEAN RESIDENCES AT SURFSIDE

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Exhibits

"A" Legal Description of Real Property of Ocean Residences at Surfside
"B" Article of Incorporation of Ocean Residences at Surfside POA, Inc.
"C" Bylaws of Ocean Residences at Surfside POA, Inc.

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OCEAN RESIDENCES AT SURFSIDE

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OCEAN RESIDENCES AT SURFSIDE ("Declaration") is made this __ day of _____, 2022, by SURFSIDE LAND LLC, a Florida limited liability company ("Declarant"), and is joined in by OCEAN RESIDENCES AT SURFSIDE POA, INC., a Florida not for profit corporation ("Association").

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant desires to develop a planned residential community to be known as "Ocean Residences at Surfside" (as hereinafter defined) upon the Property; and

WHEREAS, in order to develop and maintain Ocean Residences at Surfside as a planned residential community consisting of four (4) single family townhome dwellings on the four (4) Lots constituting the property and as described on the Plat; and

WHEREAS, in order to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. **DEFINITIONS**

The following words and phrases used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1.1. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Residences at Surfside" and each of which shall be properly adopted pursuant to the terms of the Governing Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not

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otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

1.2. "ARTICLES" shall mean the Articles of Incorporation of the Association filed in the Office of the Secretary of State of the State of Florida, a true copy of which are attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

1.3. "ASSESSMENT" shall mean assessments for which all the Owners are obligated to pay to the Association and includes "Individual Home Assessments" and "Special Assessments" (as such terms are defined in Section 7 hereof) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.

1.4. "ASSOCIATION" shall mean OCEAN RESIDENCES AT SURFSIDE POA, INC., a not for profit Florida corporation, its successors and assigns, existing pursuant to the Articles, and which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of Ocean Residences at Surfside as provided in this Declaration. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718 of the Florida Statutes.

1.5. "BOARD" shall mean the governing body of the Association.

1.6. "BYLAWS" shall mean the Bylaws of the Association, which have been or will be adopted by the Board, a copy of which are attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

1.7. "CITY" shall mean the City of Fort Pierce, Florida.

1.8. "COMMON AREA" OR "COMMON PROPERTY" shall mean the property which is or will be owned and/or maintained by the Association, as set forth in this Declaration or on the Plat, or additional plat, if any. Such property shall include a swimming pool and dune crossover, if and when constructed by the Declarant.

1.9. "COUNTY" shall mean Saint Lucie County, Florida.

1.10. "DECLARANT'' shall mean Surfside Land LLC, a Florida limited liability company, and any successor or assign thereof to which Surfside Land LLC, a Florida limited liability company, specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Declarant under the Governing Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

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1.11. “DECLARATION” shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded in the Public Records of the County.

1.12. “DIRECTOR” shall mean a member of the Board.

1.13. “DRAINAGE SYSTEM” shall mean all structures, including culverts and swales, required to collect and convey rainfall runoff from Ocean Residences at Surfside to the water management tract(s) on and/or adjacent to the Property. The Drainage System is located upon and designed to serve all of Ocean Residences at Surfside and is a private drainage system. The Drainage System shall be maintained by the Association.

1.14. “GOVERNING DOCUMENTS” shall mean, in the aggregate, this Declaration and the Articles, Bylaws, and any rules and regulations of the Association which may be promulgated, all of the instruments and documents referred to therein and executed in connection therewith, and all amendments to the foregoing.

1.15. “HOA ACT” shall mean the Homeowners’ Association Act, Chapter 720 of the Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

1.16. “HOME” shall mean an attached residential dwelling unit in Ocean Residences at Surfside intended as an abode for one (1) family. The term Home shall include the Lot and any garage appurtenant thereto.

1.17. “IMPROVEMENT” shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Ocean Residences at Surfside, including, but not limited to, buildings, walkways, sidewalks, parking areas, berms, fountains, sprinkler pipes, driveways, fences, perimeter and retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, , covered patios, screen enclosures, walking paths, , site walls, gazebos, benches, mailboxes, decorative street lights and signs.

1.18. “INSTITUTIONAL MORTGAGE” shall mean a mortgage held by an Institutional Mortgagee on any property within Ocean Residences at Surfside.

1.19. “INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER” shall mean any lending institution owning a first mortgage encumbering any Home or Lot within Ocean Residences at Surfside, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any “secondary mortgage market institution,” including the Federal National Mortgage Association (“FNMA”), Government National Mortgage Association (“GNMA”), Federal Home Loan Mortgage Corporation (“FHLMC”) and such other secondary mortgage

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market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration ("VA"), the Federal Housing Administration ("FHA") or the U.S. Department of Housing and Urban Development ("HUD") or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

1.20. "INTEREST" shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

1.21. "LEGAL FEES" shall mean (i) all fees for attorney and paralegal services incurred in connection with demands, notices, negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above.

1.22. "LOT" shall mean any parcel of land within Ocean Residences at Surfside as shown on the Plat, any additional plat, or on any replat, if any, upon which a Home is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Governing Documents.

1.23. "MEMBERS" shall mean all of the Owners who are also members of the Association, as provided herein.

1.24. "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at the Owner's expense, in the manner set forth in Section 10.1 herein.

1.25. "OCEAN RESIDENCES AT SURFSIDE" shall mean that planned development located in the City of Fort Pierce, Saint Lucie County, Florida which encompasses the Property. Ocean Residences at Surfside is presently intended to be comprised of Four (4) Homes and the Common Area, but subject to change in accordance with this Declaration. Ocean Residences at Surfside will initially consist of the land set forth in Exhibit "A," attached hereto and made a part hereof and may be expanded or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

1.26. "OWNER" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Home within Ocean Residences at Surfside, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

1.27. "PARTY WALL" shall mean and refer to the dividing wall between each adjoining Home.

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1.28. “PLAT” shall mean the plat of OCEAN RESIDENCES AT SURFSIDE, recorded or to be recorded in the Public Records of the County. In the event an additional plat is recorded in the Public Records of the County with respect to any additional property made subject to this Declaration pursuant to a Supplemental Declaration, then the term “Plat” as used herein shall also mean the additional plat. Not all of the property shown on the Plat may be subject to this Declaration.

1.29. “PROPERTY” shall mean that certain real property described in Exhibit “A” and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to add property and withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

1.30. “PUBLIC RECORDS” shall mean the Public Records of the County.

1.31. “SUPPLEMENTAL DECLARATION’’ shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit additional property, if any, to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the effect of this Declaration, (c) designate portion(s) of the Property or additional property as Common Area hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to add additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Property or any portion thereof; remove any existing covenant, restriction, reservation, regulation, burden, lien or easements from the Property or any portion thereof; declare certain properties to be or not to be Common Area; and/or add properties to or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

1.32. “SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM” shall mean a system of structures and other improvements, including, without limitation, control structures, culverts and swales, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system.

1.33. “TURNOVER DATE” shall mean the date upon which Members, including Declarant, shall assume control of the Association and elect the Board, as more particularly described in Article V of the Articles.

2. **DESCRIPTION OF OCEAN RESIDENCES AT SURFSIDE**

2.1. General Plan of Development

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Ocean Residences at Surfside comprises the Property encompassing, or which will encompass, the Lots and Common Area, as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A" attached hereto and is planned to contain Four (4) Homes, together with Common Areas, all in accordance with, but subject to, the terms of this Declaration. Notwithstanding the foregoing, Declarant hereby reserves the right to modify its plan of development of Ocean Residences at Surfside (including, without limitation, the right to modify the site plan of Ocean Residences at Surfside; the right to add or change the recreational facilities and amenities, if any; and/or the right to add land to Ocean Residences at Surfside or to withdraw land from Ocean Residences at Surfside. Therefore, in the event Declarant modifies its plan of development of Ocean Residences at Surfside and/or adds land to Ocean Residences at Surfside or withdraws land from Ocean Residences at Surfside, it is hereby acknowledged by each Owner that the number of Lots, the layout of Lots and/or the size of Lots within Ocean Residences at Surfside may change. Declarant's general plan of development of Ocean Residences at Surfside may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Ocean Residences at Surfside, as well as any changes thereto.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and master plan of Ocean Residences at Surfside, the right to add or change the recreational facilities and amenities, and the number of Homes to be constructed within Ocean Residences at Surfside) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Ocean Residences at Surfside according to the present plan of development.

3. **ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF COMMON AREA**

3.1. Additions

Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Common Area. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such other property. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners or the Association to any such

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Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant.

3.2. Designation of Additional Common Area

Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Common Area.

3.3. Disclaimer of Implication

Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, reservations, regulations, burdens, liens, and easements expressly binding the Property as provided by the terms of this Declaration.

3.4. Absence of Obligation

Nothing in this Declaration be construed to require Declarant to declare any portion or portions of the existing Property as Common Area, except to the extent herein specifically provided.

3.5. Withdrawal

Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

3.6. Title to the Common Area

To the extent herein provided, the Common Area is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. Each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. When title to all Lots which are subject to the provisions of this Declaration has been conveyed to non-Declarant purchasers or earlier at Declarant's option (exercisable from time to time, as to any portions of the Common Area), Declarant or its successors and assigns shall convey and transfer to the Association, by quitclaim deed, the fee simple title to the Common Area free and clear of any mortgages and the Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be

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subject to: (i) taxes and assessments with respect to the Common Area from and after the date of recording this Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Common Area; (iv) easements, covenants, conditions, restrictions, reservations, limitations, agreements and other matters of record; and (v) the terms and provisions of this Declaration, as the same may have been modified, amended and/or supplemented from time to time.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Common Area in a continuous and satisfactory manner without cost to the general taxpayers of the City or County. The Association shall be responsible for the payment of real estate taxes, if any, against the Common Area including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Common Area or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Common Area to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Common Area shall be released from any such mortgage no later than the date same is conveyed to the Association.

4. **OWNERS' PROPERTY RIGHTS**

4.1. Owners' Easements of Enjoyment

Every Owner and family member, guest, lessee, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of the Common Area within the Property, except as may otherwise be specifically provided elsewhere in this Declaration, in common with all other Owners, their family members, guests, lessees, agents and invitees, located outside another Owner's Home which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. This right shall be subject to the following conditions and limitations:

4.1.1. The right and duty of the Association to reasonably limit the number of guests, invitees or tenants of an Owner using the Common Area.

4.1.2. The right and duty of the Association to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing the Common Area and facilities thereon, all in

compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

4.1.3. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Lots and the Common Area.

4.1.4. The right of the Association to establish, amend and/or abolish from time to time uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

4.1.5. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of three-fourths (3/4) of the total voting interests of the Association, to borrow money for the purpose of improving the Common Area and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property or pledge Assessments as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

4.1.6. The right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject the Common Area to such conditions as may be agreed to by the Association. No such dedication, release, alienation or transfer shall be effective unless Members entitled to cast three-fourths (3/4) of the total voting interests of the Association agree to such dedication, release, alienation, or transfer.

4.1.7. The right of the Association to grant easements and rights-of-way or strips of land, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property, without a vote of the Owners.

4.1.8. The right of Declarant, Declarant's affiliates and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area within the Property and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

4.1.9. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Area, in accordance with the original design, finish, or standard of construction of such Improvement.

4.1.10. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Area, except as may be prohibited under local or state laws or regulations.

4.1.11. The easements provided elsewhere in this Declaration, designated on the Plat or any additional plat, if any, including, but not limited to, those set forth in this Section 4.1.

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4.1.12. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Homes and other properties as set forth in this Declaration.

4.1.13. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of Ocean Residences at Surfside and Homes therein).

4.2. Delegation of Use

Any Owner may delegate, in accordance with this Declaration, such Owner's right of enjoyment to the Common Area located outside the Homes to the members of such Owner's family, or to the lessees who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

4.3. Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

4.4. Access Easement

Declarant hereby reserves for itself, perpetual, nonexclusive easements of ingress and egress over and across: (i) any private driveways, if any, within or upon the Property, and (ii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

4.5. Grant and Reservation of Easements

Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association and Declarant as hereinafter specified for the following purposes:
4.5.1. Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Property and the Lots and Homes, including, but not limited to, power, lights, telephone, cable television, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for

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such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

4.5.2. Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as a fence, stucco, underground footer or sidewalk, now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

4.5.3. Easement to Enter Upon Lots and Homes. An easement or easements for ingress and egress in favor of the Association including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

4.5.4. Easement over Common Area. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Common Area which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

4.5.4.1. the right of the Association to suspend the right to use the Common Area of any Owner and such Owner's family members, guests, invitees and tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the notice and hearing provisions in Section 10.1 herein;

4.5.4.2. the right of Declarant and each of its officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in the Declaration;

4.5.4.3. the right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's construction of Homes in Ocean Residences at Surfside);

4.5.4.4. the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

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4.5.4.5. all provisions set forth in the Governing Documents.

4.5.5. Easement for Roof Overhang. An easement or easements, as shown on the Plat and additional plat, if any, to provide for the roof overhang of a Home in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

4.5.6. Irrigation Easement. An easement for irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each Owner, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the irrigation pipes.

4.5.7. Plat Easement(s). The Plat and/or additional plat, if any, may contain additional easements not discussed herein, granted in favor of the Association, Owners or others, for the specific purposes as described therein.

4.5.8. Maintenance Easements. Easements over the Property outside of the Homes granted in favor of the Association for the purpose of maintaining drainage facilities.

4.6. Drainage System Easement

4.6.1 Drainage Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across any portion of a Lot to operate, maintain, and repair the drainage system and facilities. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify and berms placed along the rear of any Lots, or take any other action reasonably necessary, following which Declarant or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith.

4.6.2. Improvements. No structures, permanent or temporary, shall be constructed on, over, or under any portion of the drainage system without the prior written consent of the Association and the approval of the Board or Declarant, which consent or approval may be withheld for any reason.

4.6.3. Use and Access. Declarant and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the drainage system, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the drainage system.

4.6.4. LIABILITY. NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN

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CONNECTION WITH THE DRAINAGE FACILITIES OR ANY PART OF THE DRAINAGE SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

4.6.5. Indemnity. The Association agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the drainage system occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the drainage system Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

4.6.6. Declarant's Rights. Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on the Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owner of Lots subject to easement shown on the Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow of drainage, or landscape on such areas with hedges, trees, or other landscaping items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Association, or the grantee of the easement.

4.7. Assignments

The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any water management district, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

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Notwithstanding anything in this Declaration to the contrary, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

5. **MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; DURATION OF THE ASSOCIATION**

5.1. Membership and Voting Rights

Membership in the Association shall be established and terminated as set forth in the Articles and Bylaws. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Governing Documents. The voting rights of the Members shall be as set forth in the Articles and Bylaws.

5.2. Board

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and Bylaws.

5.3. Duration of Association

The duration of the Association shall be perpetual, as set forth in the Articles.

6. **ASSESSMENTS AND LIENS**

6.1. Affirmative Covenant to Pay Assessments

6.1.1. In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Governing Documents; and (ii) maintain, operate and preserve the Common Area for the use, safety, welfare and benefit of the Owners and their family members, guests, invitees and lessees, there is hereby imposed upon each Home Owner the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Home from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Home Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Governing Documents.

6.1.2. The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: (1) insurance coverage over Common Property and Homes; (2) any and all taxes and tax liens which may be assessed or levied at any and all times against the Common Area as a whole and not upon an individual Lot or Home, or against any and all personal property or Improvements thereon; (3) all charges levied for utilities providing services for the Common Area as a whole and not upon

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an individual Lot or Home, or to the Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, telecommunications services home monitoring, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (4) the premiums on policies of insurance including, but not limited to, property, liability and casualty insurance for the Common Area and Homes, and directors and officers liability insurance for the officers and directors of the Association; (5) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (6) any sums necessary to reimburse the Association for any costs or expenses incurred in connection with maintaining the Common Area; (7) administrative and operational expenses; (8) all sums necessary for the maintenance and repair of the drainage system to be maintained by the Association, including but not limited to work within drainage structures and drainage easements; and, (9) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. Reserves for future maintenance, repair and replacements are specifically excluded from Operating Expenses. The Board may, if it so determines, includes reserves in the Association's annual budget. In addition, any expense which is required by this Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Area which is the Association's responsibility to maintain or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Common Area to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and legal fees and costs (including, without limitation, attorneys and paralegal fees and court costs) incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which the Owners are obligated to pay pursuant to the Governing Documents or the enforcement of the use and occupancy restrictions contained in the Governing Documents, and except legal fees incurred for lawsuits not approved pursuant to Section 13.12 below.

The Operating Expenses with respect to the Common Area are payable by each Owner of a Lot notwithstanding the fact that Declarant may not have as yet conveyed title to the Common Area to the Association.

6.2. Establishment of Liens

Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Governing Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees,

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are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by the HOA Act.

6.3. Collection of Assessments

In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

6.3.1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

6.3.2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.

6.3.3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 6.3.2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

6.3.4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

6.3.5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 Dollars ($25.00) or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion.

6.3.6. To suspend the right of the Owner(s) in default to vote on any matter on which the Owners have the right to vote if such Owner is delinquent in payment of Assessments or other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

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6.3.7. To suspend the right of the Owner(s), along with their family members, guests, invitees and tenants to use recreational areas located within the Common Area, if any, if such Owner is delinquent in payment of Assessments or any other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

Suspensions imposed by the Association pursuant to subsections 6.3.6 and 6.3.7 above must be approved by the Board in the manner required by the HOA Act.

6.4. Collection by Declarant

In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

6.5. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot. Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

7. **METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS**

7.1. Determining Amount of Assessments

The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) shall be apportioned equally among the Lots by dividing the total anticipated Operating Expenses as reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment (adjusted as hereinafter set forth), by the total number of Lots which have been conveyed by Declarant (as evidenced by the recordation of a deed of conveyance) with the quotient thus arrived at being the "Individual Home Assessment." Notwithstanding anything herein or in the Governing Documents to the contrary, any assessment for legal expenses incurred by the

Association to begin legal proceedings against Declarant shall be deemed an Operating Expense which is properly the subject of a Special Assessment and not the subject of a regular Individual Home Assessment.

7.2. Assessment Payments

The Individual Home Assessments shall be payable quarterly, in advance, on the first day of the fiscal quarter. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Individual Home Assessments. The Individual Home Assessments, and the quarterly payments thereof, as well as all Assessments provided for herein and all installments thereof may be adjusted from time to time by the Board to reflect changes in the number and status of each Lot (thus apportioning all Operating Expenses among all non-Declarant owned Lots in existence at the time an Individual Home Assessment installment is due) or due to changes in the Budget or in the event that the Board determines that an Assessments or any installment thereof is either less than or more than the amount actually required.

7.3. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Governing Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Common Area or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. The Board acting alone and without the consent of Members may levy Special Assessments for the following: i) in the event of a casualty loss to repair and replace Common Area which is not insurable (e.g., landscaping, fencing, etc.), not insured, under insured, or where insurance coverage was denied by the insurance carrier after the casualty loss; ii) to obtain funds to cover insurance deductibles in the event of a casualty loss; iii) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Common Area; and iv) other purposes related to the operation of Ocean Residences at Surfside as determined by the Board in its reasonable business judgment.

7.4. Liability of Owners for Individual Home Assessments

By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges that upon such conveyance by Declarant, the Owners thereof are jointly and severally liable for their own Individual Home Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and

severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Home Assessment or any portion thereof, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Home Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Home Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Governing Documents.

7.5. Waiver of Use

No Owner, other than Declarant, may exempt themself from personal liability for Assessments duly levied by the Association. No Owner may release the Owner's Lot from the liens and charges hereof either by waiver of the use and enjoyment of the Property and the facilities thereon or by abandonment of such Owner's Home or Lot.

7.7. Declarant's Right to Loan or Advance Funds

Declarant may (but is not obligated to) loan, advance or otherwise make payments to the Association to assist the Association in meeting its financial obligations. Notwithstanding anything to the contrary contained in this Section, if Declarant loans, advances or otherwise makes payments to the Association, then any such sums shall be repaid to Declarant prior to the Turnover Date.

8. **ARCHITECTURAL REVIEW**

8.1. No building, structure or other Improvements, or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the Board in accordance with Section 8herein. The Board may also issue and amend from time to time rules or guidelines setting forth procedures establishing architectural criteria and for the submission of plans and specifications.

8.2. No Waiver of Future Approvals

The approval of the Board of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Board of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar

proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

8.3. Non-Liability of Board Members

Neither the Board, nor any member thereof, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties in this Section 8 hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability.

8.4. Declarant Exemption

Declarant is hereby exempt from having to comply with the requirements of Section 8 in their entirety.

9. **MAINTENANCE AND REPAIR OBLIGATIONS**

9.1 Home Maintenance

The responsibility for the maintenance of the Property is divided between the Association and the Owners. Interior maintenance of each Home located within the centerline of Party Walls is the responsibility of the Owners. Each Owner shall be responsible for the maintenance of that Owner's side of the Party Wall, including drywall. The Association is responsible for all exterior maintenance, including but not limited to driveways, boardwalks and Common Areas. The Association may enter into agreements with others for the Association's management and/or maintenance of all or part of the property to be maintained by such entity (regardless of whether the subject property is within the Property) for purposes of carrying out all or a portion of the maintenance responsibilities of such entity, the expenses of which may be designated an Operating Expense, if the Association's Board determines such is in the interest of the Owners. Privately owned property shall be the maintenance responsibility of the Owner thereof. Open space owned by or dedicated to the Association shall be maintained by the Association and will not be diminished or destroyed in a manner which materially alters its use or enjoyment as open space without Board approval.

9.1.1. Party Wall Provisions

Any matters concerning a Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls. The cost of maintaining each Party Wall and each Party Fence shall be borne equally by the Owners of the lots on either side of said Party Wall. In the event of damage or destruction to any Party Wall or shared monolithic slab or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the Owners of the Lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the Owners whose lots adjoin said Common Structure and shall be enforceable by the Association. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either Owner's negligence shall have caused damage to or destruction of said

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Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay said Owner's share, or all of such costs in case of negligence, the other party or the Association may have such Common Structure repaired or restored and the party who has borne such expense, either the other Owner or the Association, shall be entitled to have a mechanic's lien on the Lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The Owner or Association having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and costs and further shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the public records of the County where the Property is located, by affidavit declaring under oath the claim of the mechanic's lien.

Neither Owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoining Owner to said Common Structure and the Association shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same. Each Owner shall keep all exterior walls of said Owner's dwelling unit in good condition and repair at said Owner's sole cost and expense. No Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (e.g., variance in design, colors, or roofing; such changes may only be made with the advance written consent of the Association Board of Directors). All Owners, through assessment payments to the Association, shall share equally in the costs to repair or maintain the roofs and related structures and elements resulting from age and normal wear and tear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be undertaken and coordinated by the Association. An Owner who, by said Owner’s negligence, recklessness, or willful act, causes a Party Wall or roof or other Common Structure to be exposed to the elements or damaged or destroyed shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all costs and damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roofs and related structures and elements shall be provided by the Association. If any monolithic slab repairs are required, the entire monolithic foundation must be involved in the repair process. Owners of must cooperate regarding repairs to the slab. All Owners shall share equally in any such necessary repairs.

9.2. <u>By the Association</u>

9.2.1. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all landscaping and grassed areas encompassed within the Common Area as well as all of the Improvements and facilities located over, through and upon the Common Area (except public utilities, to the extent same have not been made Common Area).

9.2.2. The Association shall at all times be responsible for the maintenance and care of Homes’ Exteriors. Elements of a Home not maintained by the Association shall be the obligation of the Owner of each Home. No Owner of a Home shall paint, refurbish, alter, improve, or modify the Homes' Exteriors nor the mailbox originally provided by the Developer or by any builder without the Board’s prior written consent.

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9.2.3. The Association shall operate, maintain, repair and replace the irrigation system constructed over, through and upon the Common Area (or any portions thereof) as it shall deem appropriate. The Association shall be responsible for the costs of operation and maintenance of such irrigation system in connection with the Common Area, including any monthly fees and other costs of water and/or electric usage and the cost of repair or replacement to all or any part thereof. There is hereby reserved in favor of the Association the right to enter upon the Common Area and any and all Lots for the purpose of operating, maintaining, repairing and replacing the irrigation system over, through and upon the Common Area within the Property.

9.2.4. The Association shall be responsible for the maintenance, repair and replacement of all driveways and private walkways, if any, located upon the Common Area and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Common Area and Lots for such purpose.

9.2.5. The Association shall be responsible for the maintenance, repair and replacement of any common lighting located in Ocean Residences at Surfside; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any lighting provided by the municipal electric service.

9.2.6. Any property designated as open space, landscape buffer, undisturbed natural buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records of the County shall be preserved and maintained by the owner of such property in a natural open condition without Association approval and any required local and state permits.

9.2.7. The Association shall be responsible for maintaining any perimeter walls and retaining walls located within the Property, even if such walls lie within one or more Lots. The Association shall have an easement on all Lots for access to perform the obligations set forth in this Section.

9.2.8. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Common Area having a cost not in excess of Five Thousand Dollars and No/100 ($5,000.00). All other alterations and Improvements must first be approved by at least three-fourths (3/4) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Area which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

9.2.9. All expenses incurred by the Association in connection with the services, operation, maintenance, repair and replacement described in Section 9.1 above, are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Section 9.1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

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9.2.10. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Ocean Residences at Surfside.

9.3. By the Owners

9.3.1. The Owner of each Lot must keep and maintain the Lot, Home and any Improvements thereon including all equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within such Owner's Home which, if omitted, could adversely affect Ocean Residences at Surfside, the other Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, the interior of each Home between Party Walls within the Lot, and physical items attached or connected to such structures that run beyond the line of the Lot which exclusively service or benefit the Lot and Home.

The Owner of a Lot further agrees to pay for all utilities, such as telephone, cable or satellite television, telecommunication systems, home monitoring, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

9.3.2.

Declarant may have constructed one or more drainage swales upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. The Association shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Association with a Special Assessment to recover costs incurred against the Owner(s) of the Lot(s) upon which the drainage swale is located.

9.3.3. The Owner of each Lot shall keep the driveway and sidewalk located on and/or adjacent to their Lot clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

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9.3.4. If the interior of the Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board.

9.3.5. Except as otherwise provided in Section 12 herein, each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

9.3.6. If an Owner fails to comply with the foregoing provisions of this Section 9.3, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

9.3.7. If a failure to comply with the provisions of this Section 9.3 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other Governing Documents shall be determined in the sole discretion of the Association or Declarant.

9.3.8. Owners shall not make any temporary modifications to the exterior of the Homes, including seasonal or holiday decorations, without prior written approval of the Board.

10. **OCCUPANCY AND USE RESTRICTIONS**

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association:

10.1. Enforcement.

Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Governing Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

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In addition to all other remedies, if an Owner is delinquent for more that ninety (90) days in paying a monetary obligation due the Association, the Association may suspend, until such monetary obligation is paid, any or all of the rights of any or all of an Owner or an Owner's tenants, guests or invitees to use the Common Area and facilities (including, without limitation, cable television and other amenity (non-utility) services provided); may suspend the voting rights of an Owner if such Owner is delinquent in payment of regular annual assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Governing Documents, provided the following procedures are adhered to:

10.1.1. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without at least fourteen (14) days' notice to the Owner sought to be fined or suspended and an opportunity for a hearing before the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the Board, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Owner's tenant, guest or invitee. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

10.1.2. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

10.1.3. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

10.1.4. Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. Unless otherwise permitted by applicable law, a fine of less than One Thousand and No/100 Dollars ($1,000.00) may not become a lien against a Lot.

10.1.5. Failure to Pay Assessments. Notice and Hearing as provided in this Section shall not be required with respect to the imposition of suspension of voting rights or fines upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

10.1.6. Suspension of use rights to the Common Area shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Lot and/or Home.

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10.1.7. In addition to all other remedies, the Association may levy Individual Home Assessments, to cover costs which the Association incurs to bring a Lot into compliance with the Governing Documents, including Legal Fees, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees.

10.1.8. For purposes of this Section 10, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Owner, and any other permitted occupants of a Home. All the Property shall be held, used and enjoyed subject to the following limitations and restrictions:

10.2. Single Family Use.

The Homes shall be for single family use only. No commercial occupation or activity may be carried on in Ocean Residences at Surfside except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

10.3. Nuisance.

Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots and Homes or in or about any Improvements, or on any portion of Ocean Residences at Surfside, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Lots and Homes which is a source of annoyance to the Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Lots and Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements or Homes. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot or Home, or exposed to the view of other Owners without the prior written approval of the Board.

10.4. No Improper Uses.

No improper, offensive, hazardous or unlawful use shall be made of any Lot or the Home thereon nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. Each portion of the Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, the City and any and all other governmental and public authorities and boards or officers of the same relating to such Property and any Improvements thereon or the use thereof. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Lot or Home shall be corrected by, and at the sole expense of the Owner of any such Lot or Home.

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10.5. Leases.

No Home may be rented unless the lease is approved by the Board. Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration. No portion of a Home (other than an entire Home) may be rented. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Governing Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. The Board may authorize variances and grant exceptions to the restriction on leasing in Ocean Residences at Surfside.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in the HOA Act until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Home, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 *et seq.*

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10.6. Addition of Landscaping; Alteration of Drainage, Etc. If an Owner installs additional landscaping to their Lot (which installation must be approved by the ARB), the Owner is responsible for the additional costs of maintaining the additional landscaping. The installation of additional landscaping shall not result in any permanent change in the flow or drainage of surface water within Ocean Residences at Surfside without prior written consent of the ARB.

10.7. Antenna and Aerial. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Section 10.7 shall not apply to Declarant.

10.8. Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around their Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Ocean Residences at Surfside, or any property contiguous to Ocean Residences at Surfside. Garbage, trash, refuse or rubbish that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner, and any trash facilities must be removed on the collection day after the pickup. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters and other trash collection facilities shall be approved by the Association. All containers, dumpsters or garbage facilities shall be stored inside the garage or screened from view on the Lot and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

10.9. Animals and Pets. No animals, livestock or poultry of any kind of size shall be raised, bred or kept on any Lot, except that a total of two (2) pets, including dogs, cats or other household pets may be kept subject to the rules and regulations governing their keeping adopted by the Board and pursuant to local and state laws. All pets must be registered, licensed and inoculated as required by law. No exotic pet or any animal of any kind shall be allowed on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated to regulate pets from time to time by the Association. No pets shall be allowed to create a nuisance to other Owners.

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10.10. Temporary Buildings, Etc. No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed within Ocean Residences at Surfside except with the prior written consent of the Board. No temporary structure may be used as a residence.

10.11. Garages. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

10.12. Fences. An Owner may not install any fencing (including invisible fencing) on their Lot without the prior written approval by the ARB. In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Board and is permitted to cross any such easements, such Board's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., Florida Power & Light, utility provider, the City, or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the Board's approval required.

10.13. Drainage or Utility Easements. No structures, trees or shrubs shall be placed on any drainage or utility easements, except by Declarant, without the prior written consent of the Board.

10.14. Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home without the prior written consent of the Board.

10.15. Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

10.16. Upon the failure of an Owner(s) to (i) maintain the portion of the Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of this Declaration and to the satisfaction of the Association and (ii) correct such deficiencies within fifteen (15) days of written notice by the Association, unless a longer period is authorized by the Association, the Association may enter upon such portion of the Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Owner who is required to perform such maintenance. If any Owner(s) fails to make payment within fifteen (15) days after requested to do so by the Association, then the payment requested shall be collected as an Individual Home Assessment from such Owner and the Association shall be entitled to lien rights upon the portion of the Property requiring such maintenance in accordance with the provisions of this Declaration.

10.17. Subdivision and Partition. No Lot on the Property shall be subdivided except by Declarant.

10.18. Signs. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale," "For Rent," or "By Owner," or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation a Home), or on or in a vehicle, without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. The Board not shall consent to any "For Sale," "For Rent," "By Owner" or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in Ocean Residences at Surfside or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Ocean Residences at Surfside or other communities developed or marketed by Declarant or its affiliates, whichever is later. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their respective successors or assigns, for advertising or marketing during the construction and sale period of Ocean Residences at Surfside or other communities developed and/or marketed by Declarant or its affiliates, and other signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section. An Owner may display a security sign provided by a contractor for security services as permitted by the HOA Act.

10.19. Boats, Recreational Vehicles and Commercial Vehicles. No trailer, camper, or other vehicle, other than four-wheel passenger automobiles and other four wheel passenger vehicles determined acceptable by the Association, shall be permitted on any portion of Ocean Residences at Surfside unless fully enclosed in the garage, except for trucks furnishing goods and services during the daylight hours, except for police and emergency service vehicles, and except as the Association may designate for such use by appropriate rules and regulations. Motorcycles and boats are permitted on the Property; however, they are restricted to being parked in the garage only. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles in Ocean Residences at Surfside.

10.20. Vehicular Parking. No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in driveways or other specifically designated parking areas located on the Property. The foregoing, however, shall not: (i) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; (ii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within Ocean Residences at Surfside until it can be towed away; and (iii) apply to vehicles used in connection with construction, development or sales activities permitted under this Declaration.

10.21. No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four wheel passenger automobiles) upon any portion of the Property except within a closed garage and totally isolated from public view; provided, however, Declarant its successors, nominees or assigns and the Association may make, or cause to be made, such repairs if necessary

in regard to vehicles used in connection with construction, sales or management at Ocean Residences at Surfside. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Owner or their family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Association or Declarant.

10.22. Window Decor. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted. Window tinting is permitted provided that the type and method of tinting is first approved by the Board.

10.23. Hurricane Shutters. No hurricane shutters may be installed without the prior written consent of the Board, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the Board's consent, then the hurricane shutters will be made to conform by the Board at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Ocean Residences at Surfside location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season

Each Owner who plans to be absent from their Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

10.24. Flags. No flags, banners or signs of any type shall be displayed so as to be visible from the exterior of their home, except as permitted by state or federal law.

10.25. Sewage Disposal. No individual sewage disposal system shall be permitted on the Property.

10.26. Weapons. The use and discharge of weapons within Ocean Residences at Surfside is prohibited. The term "weapons" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

10.27. On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. This restriction is designed to reduce environmental risks and to minimize the hazards associated with on-site fuel storage.

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10.28. Board's Rule Making Power. The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the use of Ocean Residences at Surfside as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of Ocean Residences at Surfside; and (iii) for so long as Declarant holds any Homes within Ocean Residences at Surfside for sale in the ordinary course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

10.29. Compliance with Documents. Each Owner and their family members, guests, and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Ocean Residences at Surfside. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Property rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as an Individual Home Assessment.

10.30. No Implied Waiver. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Governing Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

Declarant hereby reserves the right for itself and its employees, contractors, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's construction of Homes and Improvements within Ocean Residences at Surfside.

In general, the restrictions and limitations set forth in this Section 10 shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Section 10 in addition to whatever remedies at law to which it might be entitled.

11. **DAMAGE OR DESTRUCTION TO COMMON AREA**

Damage to or destruction of all or any portion of the Common Area shall be handled as follows, notwithstanding any provision in this Declaration to the contrary:

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11.1. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

11.2. If insurance proceeds are insufficient to effect total restoration of the Common Area, and the cost of restoration would require a Special Assessment against each Lot in an amount of Five Thousand Dollars ($5,000.00) or less (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Sections 6 and 7 herein.

11.3. If the insurance proceeds are insufficient to effect total restoration of the Common Area and the cost of restoration of the Common Area would require a Special Assessment against each Lot in an amount greater than Five Thousand Dollars ($5,000.00) (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Area shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

11.4. Each Owner shall be liable to the Association for any damage to the Common Area not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

11.5. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a pro rata distribution in accordance with the collection of such Special Assessments.

12. **INSURANCE AND CONDEMNATION**

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The Association is hereby authorized to purchase at the Association's option, insurance for all insurable improvements on the Common Areas. The Association shall purchase insurance on the Common Property including the roof over the Homes. Any insurance purchased by the Association shall be in such amounts, with such deductibles, and with such companies as the Board of Directors shall deem appropriate, including the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

12.1. Casualty Insurance. Property and casualty insurance (including as applicable, windstorm coverage) in an amount equal to the then full replacement cost, exclusive of land, foundation, roof, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Common Area, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Common Area in developments similar to Ocean Residences at Surfside in construction, location and use.

12.2. Other Insurance. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Property and any improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

12.3. Cancellation or Modification. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

12.4. Flood Insurance. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Common Area, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

12.5. Condemnation. In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least three-fourths (3/4) of the total voting interests of the Association, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

12.6. Public Liability Coverage. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot within the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from,

the operation, maintenance and use of the Common Area and any Improvements located thereon, and for any other risks insured against by such policies. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

12.7. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

12.8 Owner Home Insurance Provisions.

12.8.1 Each Owner of a Home shall obtain and keep in force insurance coverage necessary to insure the interior structural elements of such Home and any additional insurance coverage required by the Board of Directors of the Association per Sections 12.1-12.4 above. The insureds under any and all policies of insurance shall be the Owner and the Association and their respective mortgagees, as their interests may appear.

(i) Minimum Coverage. The Owner of each Home shall maintain insurance coverage in a minimum amount determined annually by the Board of Directors of the Association, affording the following minimum protection:

(ii) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the "Causes of Loss - Special Form" property contract.

(iii) Liability. Premises liability for bodily injury and property damage.

12.9 Optional Coverage.

The Association may require that each Owner of a Home purchase and carry other insurance coverages as the Board of Directors of the Association may determine to be in the best interests of the Owners and the Association and the Subdivision. One of the more common options includes flood insurance coverage.

13. **GENERAL PROVISIONS**

13.1. Conflict With Other Governing Documents.

In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

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13.2. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at c/o Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467, Attention: Association President, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

13.3. Enforcement

The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees.

13.4. Interpretation

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities and Common Area. Section, subsection, paragraph, captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

13.5. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope

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thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

13.6. Certain Rights of Declarant

Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association, the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to maintain a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself, and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside Ocean Residences at Surfside, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Common Area and show Homes, and Declarant further reserves the right to make repairs to the Common Area and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, as applicable, may exercise the foregoing rights without notifying the Association or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Common Area and shall remain the property of Declarant, as applicable. In addition, the Declarant hereby has, shall have and hereby reserves the right for itself and to enter upon the Common Area, if any, in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the construction upon Lots within Ocean Residences at Surfside and all Improvements therein, and for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant if applicable, to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant, if applicable, shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners. This Section 13.6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Governing Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 13.6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any

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such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 13.6, are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Governing Documents.

Except as otherwise provided herein, Declarant and each of its successors, assigns, employees, contractors, sub-contractors and potential purchasers shall have access to the Property at all times and the Association shall not impede any such access. Any gate system installed shall remain open during construction and sales hours to allow Declarant and its successors, assigns, employees, contractors, subcontractors and potential purchasers access to the Property.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 13.6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right(s), it is acknowledged by the Association and all Owners that Declarant is performing any such inspection(s) for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF OCEAN RESIDENCES AT SURFSIDE ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO OCEAN RESIDENCES AT SURFSIDE. BY THE ACCEPTANCE OF THEIR DEED OR TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF OCEAN RESIDENCES AT SURFSIDE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO OCEAN RESIDENCES AT SURFSIDE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DECLARANT AND ITS RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS WHATSOEVER ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (IV) ANY PURCHASE OR USE OF ANY PORTION OF OCEAN RESIDENCES AT SURFSIDE HAS BEEN AND

WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (V) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF OCEAN RESIDENCES AT SURFSIDE.

13.7. Disputes as to Use

In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

13.8. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

13.8.1. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Ocean Residences at Surfside; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

13.8.2. After the Turnover Date, this Declaration may be amended by a majority of the Board and with the consent of the Owners. The aforementioned consent of the Owners owning three-fourths (3/4) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Articles and Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

13.8.3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

13.8.4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Governing Documents without the specific written approval of such party affected thereby. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 13.6 and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

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13.8.5. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment to this Declaration which sets forth any amendment or modification to this Declaration.

13.8.6. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendment(s) to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying said Institutional Mortgagee's development criteria or such other criteria as may be established by such Institutional Mortgagee's secondary mortgage market purchasers, including, without limitation, the FNMA and the FHLMC; provided, however, any such filed amendment(s) must be in accordance with any applicable rules, regulations and other requirements promulgated by HUD.

13.8.7. Any proposed amendment to this Declaration which would affect the Surface Water or Stormwater Management System (including environmental conservation areas, if any, and the water management portions of the Common Area), shall be submitted to the District for a determination of whether the proposed amendment necessitates a modification of the District Permit.

13.9. Delegation

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

13.10. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by the Owners owning one-hundred percent (100%) of the Lots and Institutional Mortgagees holding first mortgages encumbering one-hundred percent (100%) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated, or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Common Area in the manner described herein. This provision shall survive the termination of this

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Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

13.11. Rights of Mortgagees

13.11.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Governing Documents and the books, records and financial statements of the Association to the Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this Section 13.11, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Lot on which it has (or insures or guaranties) the mortgage.

13.11.2. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(a) Any condemnation, loss or casualty loss which affects any material portion of the Property;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(d) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Governing Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

13.11.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

13.12. Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Governing Documents, for which the Owners will be

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responsible, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests of the Association (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which the Owners are obligated to pay pursuant to the Governing Documents;

(c) the enforcement of the use and occupancy restrictions contained in the Governing Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Property or to the Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Owners); or

(e) filing a compulsory counterclaim.

13.13. Compliance With Provisions

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

13.14. Covenant Running With The Land

All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, lessees, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements

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granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

13.15. No Public Right or Dedication

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Area to the public, or for any public use.

13.16. No Representations or Warranties

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION. DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE EXISTENCE OR DEVELOPMENT OF MOLDS, FUNGI, MILDEW OR MYCOTOXINS, AND EACH OWNER ON BEHALF OF THEMSELVES AND THEIR FAMILY MEMBERS, GUESTS, INVITEES, TENANTS, SUCCESSORS AND ASSIGNS SHALL BE DEEMED TO AND BY ACCEPTANCE OF A DEED OR TITLE TO THE HOME OR BY USE OF THE HOME, WAIVES AND EXPRESSLY RELEASES ANY SUCH WARRANTY AND CLAIMS FOR LOSS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE AND/OR PERSONAL INJURY) RESULTING FROM THE EXISTENCE AND/OR DEVELOPMENT OF SAME. NO REPRESENTATIONS HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION TO THE SECURITY OF THE PREMISES. ALL OWNERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR OF DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDERS NOR ANY SUCCESSOR TO DECLARANT OR PARTICIPATING BUILDERS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAIL URE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY

13.17. Association and Declarant as Attorney-In-Fact

Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Ocean Residences at Surfside by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such

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Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of Ocean Residences at Surfside, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 13 may not be amended without Declarant's prior written consent.

13.18. Notice of Sale.

In the event an Owner sells any Lot, the Owner is hereby required to give the Association the right of first refusal. If the Association does not exercise its right to purchase within thirty (30) days of receiving notice, the Owner shall provide the Association in writing the name of the purchaser prior to closing.

13.19. Declarant's Reservation of Rights.

Notwithstanding anything contained in the Governing Documents to the contrary, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential (e.g., multi-family residential or commercial) and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on behalf of the Declarant, Surfside Land LLC, a Florida limited liability company by its President this ____ day of _____, 2022.

Signed, sealed and delivered in the presence of:

_____
Print Name:

_____
Print Name:

SURFSIDE LAND LLC, A Florida limited liability company

By:_____
Ramy Gali, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022, by Ramy Gali as President of Surfside Land LLC, a Florida limited liability company, on behalf of the corporation. He is ☐ personally known to me or ☐ has produced _____ as identification.

_____

{Notary Stamp}

Notary Public
My Commission Expires: _____

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Schulke, Bittle & Stoddard, LLC
Certified Cost Estimate
For: **Surfside Quad Plex**
1/19/2023

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	% Complete	$ Value	% Remaining	$ Value
EARTHWORK & GRADING								
Silt Fence	LF	450	$4.50	$2,025.00	0.00%	$ -	100.00%	$2,025.00
Clearing and Grubbing	LS	1	$6,500.00	$6,500.00	0.00%	$ -	100.00%	$6,500.00
Fill	CY	250	$18.00	$4,500.00	0.00%	$ -	100.00%	$4,500.00
Site Grading	LS	1	$18,000.00	$18,000.00	0.00%	$ -	100.00%	$18,000.00
			Subtotal	**$31,025.00**	0.00%	$ -	100.00%	$31,025.00
Storm Drainage								
12" RCP	LF	13	$115.00	$1,495.00	0.00%	$ -	100.00%	$1,495.00
18" PRCP W/ Exfiltration	LF	74	$150.00	$11,100.00	0.00%	$ -	100.00%	$11,100.00
Junction Manhole	EA	2	$8,500.00	$17,000.00	0.00%	$ -	100.00%	$17,000.00
Trench Drains	LF	44	$400.00	$17,600.00	0.00%	$ -	100.00%	$17,600.00
			Subtotal	**$47,195.00**	0.00%	$ -	100.00%	$47,195.00
Sanitary Sewer								
Connect to Existing	LS	1	$3,500.00	$3,500.00	0.00%	$ -	100.00%	$3,500.00
8" PVC	LF	300	$50.00	$15,000.00	0.00%	$ -	100.00%	$15,000.00
6" PVC	LF	126	$45.00	$5,670.00	0.00%	$ -	100.00%	$5,670.00
Transition Manhole	EA	1	$6,800.00	$6,800.00	0.00%	$ -	100.00%	$6,800.00
Existing Restoration	LD	1	$4,500.00	$4,500.00	0.00%	$ -	100.00%	$4,500.00
Clean Outs	EA	5	$750.00	$3,750.00	0.00%	$ -	100.00%	$3,750.00
			Subtotal	**$39,220.00**	0.00%	$ -	100.00%	$39,220.00
Landscape								
Canopy trees	EA	21	$667.38	$14,014.98	0.00%	$ -	100.00%	$14,014.98
Shrubs	EA	295	$12.75	$3,761.25	0.00%	$ -	100.00%	$3,761.25
Ground Cover	EA	1	$1,343.75	$1,343.75	0.00%	$ -	100.00%	$1,343.75
Irrigation	LS	1	$4,770.00	$4,770.00	0.00%	$ -	100.00%	$4,770.00
			Subtotal	**$23,889.98**	0.00%	$ -	100.00%	$23,889.98
Road								
Pavers	EA	1	$24,000.00	$24,000.00	0.00%	$ -	100.00%	$24,000.00
12" Stabilized Subgrade	SY	375	$22.00	$8,250.00	0.00%	$ -	100.00%	$8,250.00
6" Coquina Rock Base	SY	375	$26.00	$9,750.00	0.00%	$ -	100.00%	$9,750.00
			Subtotal	**$18,000.00**	0.00%	$ -	100.00%	$18,000.00
Other								
Survey Stake out	LS	1	$5,150.00	$5,150.00	0.00%	$ -	100.00%	$5,150.00
Survey As-Built	LS	1	$2,550.00	$2,550.00	0.00%	$ -	100.00%	$2,550.00
Survey - Set PCP and PRM	LS	1	$2,000.00	$2,000.00	0.00%	$ -	100.00%	$2,000.00
Design and Permitting	LS	1		$0.00	0.00%	$ -	100.00%	$0.00
Engineer Inspections/Certs	LS	1		$0.00	0.00%	$ -	100.00%	$0.00
			Subtotal	**$9,700.00**	0.00%	$ -	100.00%	$9,700.00
Summary								
Earthwork and Grading				$31,025.00	0.00%	$ -	100.00%	$31,025.00
Storm Drainage				$47,195.00	0.00%	$ -	100.00%	$47,195.00
Sanitary Sewer				$39,220.00	0.00%	$ -	100.00%	$39,220.00
Landscape				$23,889.98	0.00%	$ -	100.00%	$23,889.98
Road				$18,000.00	0.00%	$ -	100.00%	$18,000.00
Other				$9,700.00	0.00%	$ -	100.00%	$9,700.00
Total				**$169,029.98**	0.00%	$ -	100.00%	$169,029.98
Surety Amount (125%)								**$211,287.48**

CERTIFICATE OF COST

I, Jodah B. Bittle, A Florida registered engineer, License No. 57396, do hereby certify to City fo Ft. Pierce that a cost estimate has been prepared under my responsible direction for those improvements itemized in this exhibit.

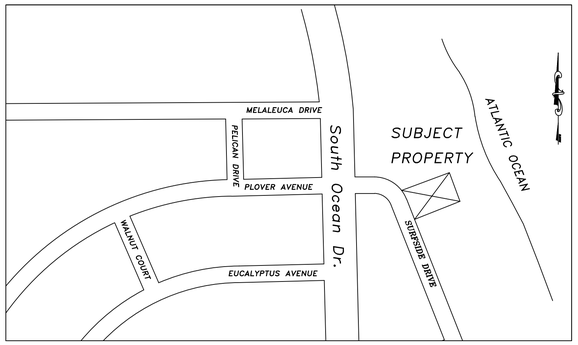
1/20/23
(Date)
Jodah B. Bittle, P.E., Florida

PLAT BOOK: _____
PAGE: _____

PLAT OF
OCEAN RESIDENCES AT SURFSIDE

BEING A RE-PLAT OF LOT 13, SURFSIDE UNIT ONE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGES 17 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LYING IN GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY FORT PIERCE, ST. LUCIE COUNTY, FLORIDA



LOCATION MAP: NOT TO SCALE

LEGAL DESCRIPTION:

LOT 13, BLOCK 11, SURFSIDE UNIT ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE(S) 17, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

SURFSIDE LAND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, BY AND THROUGH ITS UNDERSIGNED OFFICER, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND HEREBY DEDICATES AS FOLLOWS:

1. TRACT A AS SHOWN ON THIS PLAT OF OCEAN RESIDENCES AT SURFSIDE, IS HEREBY DEDICATED TO THE OCEAN RESIDENCES AT SURFSIDE POA, INC. A FLORIDA NOT FOR PROFIT CORPORATION ITS SUCCESSORS AND ASSIGNS (HEREINAFTER THE "ASSOCIATION") AND SHALL BE CONVEYED BY DEED TO THE ASSOCIATION FOR THE PURPOSE OF ACCESS, INGRESS, EGRESS, RECREATION AND DRAINAGE. TRACT A AS SHOWN ON THIS PLAT SHALL ALSO BE DEDICATED TO THE ASSOCIATION ITS SUCCESSORS AND ASSIGNS FOR THE PURPOSE OF PEDESTRIAN BEACH ACCESS, FOR OPEN SPACE AND FOR OTHER PURPOSES NOT INCONSISTENT WITH THIS DEDICATION, INCLUDING A FUTURE BOARDWALK. TRACT A SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE ASSOCIATION, ITS SUCCESSORS AND ASSIGNS.

2. UTILITY AND ACCESS EASEMENTS: SAID EASEMENTS AS SHOWN HEREON ARE ACCESS AND UTILITY EASEMENTS WHICH ARE HEREBY DEDICATED TO THE ASSOCIATION, ITS SUCCESSORS AND ASSIGNS. A GENERAL INGRESS/ EGRESS EASEMENT IS ALSO DEDICATED TO THE ASSOCIATION OVER AND ACROSS THE ASSOCIATION DRIVEWAYS, WALKWAYS, PARKING, COMMON OR OPEN AREAS FOR ACCESS TO, OPERATION, MODIFICATIONS, INSTALLATION OF OR MAINTENANCE OF ANY UTILITIES FACILITIES, INCLUDING BUT NOT LIMITED TO, POWER LINES, WATER AND WASTEWATER LINES, CABLE TELEVISION SERVICES, APPURTENANT FACILITIES, AND EQUIPMENT. AN EASEMENT OVER SAID ACCESS EASEMENTS, AS SHOWN HEREON, IS ALSO RESERVED IN FAVOR OF SAINT LUCIE COUNTY FOR ACCESS OF POLICE, FIRE, EMERGENCY AND SERVICE VEHICLES. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITY FACILITIES INSTALLED IN, ON, OVER, UNDER, OR ACROSS THE EASEMENT AREAS WITHOUT SAINT LUCIE COUNTY OR THE ASSOCIATION'S WRITTEN PERMISSION, AS APPLICABLE. THERE SHALL BE NO IMPROVEMENTS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LANDSCAPING CONSTRUCTED WITHIN THE BOUNDARIES OF THE EASEMENT AREAS WHICH WOULD RESTRICT THE OPERATION AND MAINTENANCE OF, OR WHICH MAY IN ANY MANNER RESULT IN HARM TO THE ASSOCIATION'S FACILITIES. THE ASSOCIATION ITS SUCCESSORS AND ASSIGNS SHALL OWN, MAINTAIN, REPAIR AND REPLACE ANY PERMITTED IMPROVEMENTS OVER THE UTILITY EASEMENTS WHICH ARE NOT PRECLUDED BY THE FOREGOING. SAINT LUCIE COUNTY SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENTS OR FACILITIES CONSTRUCTED THEREIN EXCEPT AS AGREED IN WRITING.

3. COVENANTS, RESTRICTIONS OR RESERVATIONS AFFECTING THE OWNERSHIP OR USE OF THE PROPERTY SHOWN IN THIS PLAT OF OCEAN RESIDENCES AT SURFSIDE ARE FILED IN OFFICIAL RECORD BOOK ___, PAGE ___, OFFICIAL RECORDS OF ST. LUCIE COUNTY, FLORIDA. FURTHERMORE, THE DEPICTION OF THE LOTS ON THIS PLAT, SHOWING THAT EACH LOT PLATTED HEREON IS SPLIT INTO TWO (2) PIECES, THE TWO PIECES, WHICH FORM ONE LOT, MUST ALWAYS HAVE COMMON OWNERSHIP AND OWNERSHIP OF ONE LOT SHALL NEVER BE SPLIT SUCH THAT DIFFERENT OWNERS EACH OWN ONE PIECE OF THE LOT, WHICH SHALL BE A COVENANT WHICH RUNS WITH THE LAND

4. IN WITNESS WHEREOF THE ABOVE NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER AND TO HAVE ITS COMPANY SEAL AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS MEMBERS, THIS

_____ DAY OF _____, 2023.

SURFSIDE LAND, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY:_____
RAMY GALI, PRESIDENT

WITNESS:_____ PRINT NAME:_____

WITNESS:_____ PRINT NAME:_____

OCEAN RESIDENCES AT SURFSIDE POA
A FLORIDA NOT FOR PROFIT CORPORATION

BY:_____
RAMY GALI, PRESIDENT

WITNESS:_____ PRINT NAME:_____

WITNESS:_____ PRINT NAME:_____

ACKNOWLEDGMENT OF DEDICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RAMY GALI AS MANAGER OF SURFSIDE LAND, LLC., A FLORIDA LIMITED LIABILITY COMPANY. HE IS PERSONALLY KNOWN TO ME.
WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

PRINT OR STAMP NAME:_____

NOTARY PUBLIC–STATE OF FLORIDA
COMMISSION NUMBER:_____

MY COMMISSION EXPIRES:_____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY RAMY GALI AS _____ OF OCEAN RESIDENCES AT SURFSIDE POA, A FLORIDA NOT FOR PROFIT CORPORATION. HE IS PERSONALLY KNOWN TO ME.
WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

PRINT OR STAMP NAME:_____

NOTARY PUBLIC–STATE OF FLORIDA
COMMISSION NUMBER:_____

MY COMMISSION EXPIRES:_____
SION EXPIRES:_____

TITLE CERTIFICATE:

ALEXANDER D. GONANO., ATTORNEY AND COUNSELOR AT LAW
, AS DULY LICENSED IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT AS OF _____2022.
1. RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE ENTITIES EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON. 2. PURSUANT TO THE FLORIDA STATUTES SECTION 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2022. 3. ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND DESCRIBED HEREON ARE AS FOLLOW: NONE 4. ALL ASSESSMENTS AND OTHER ITEMS HELD AGAINST SAID LAND HAVE BEEN SATISFIED.

DATED THIS _____DAY OF _____ 2023.

_____
NAME: ALEXANDER D. GONANO, ATTORNEY AND COUNSELOR AT LAW
.

CITY COMMISSION CERTIFICATE:

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON _____ DAY OF _____2023

FORT PIERCE CITY COMMISSION

ATTEST:
BY:_____
LINDA COX, CITY CLERK

CLERK OF CIRCUIT COURT:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, _____ CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

BY:_____
MICHELLE R. MILLER
CLERK OF CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

SURVEYORS CERTIFICATE:

I, REGINA KARNER, BEING A LICENSED AND REGISTERED PROFESSIONAL SURVEYOR HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES.

DATED THIS _____ DAY OF _____ 2023.

BY:_____
REGINA C. KARNER, PSM 4363

GENERAL PLAT AND SURVEYOR'S NOTES:

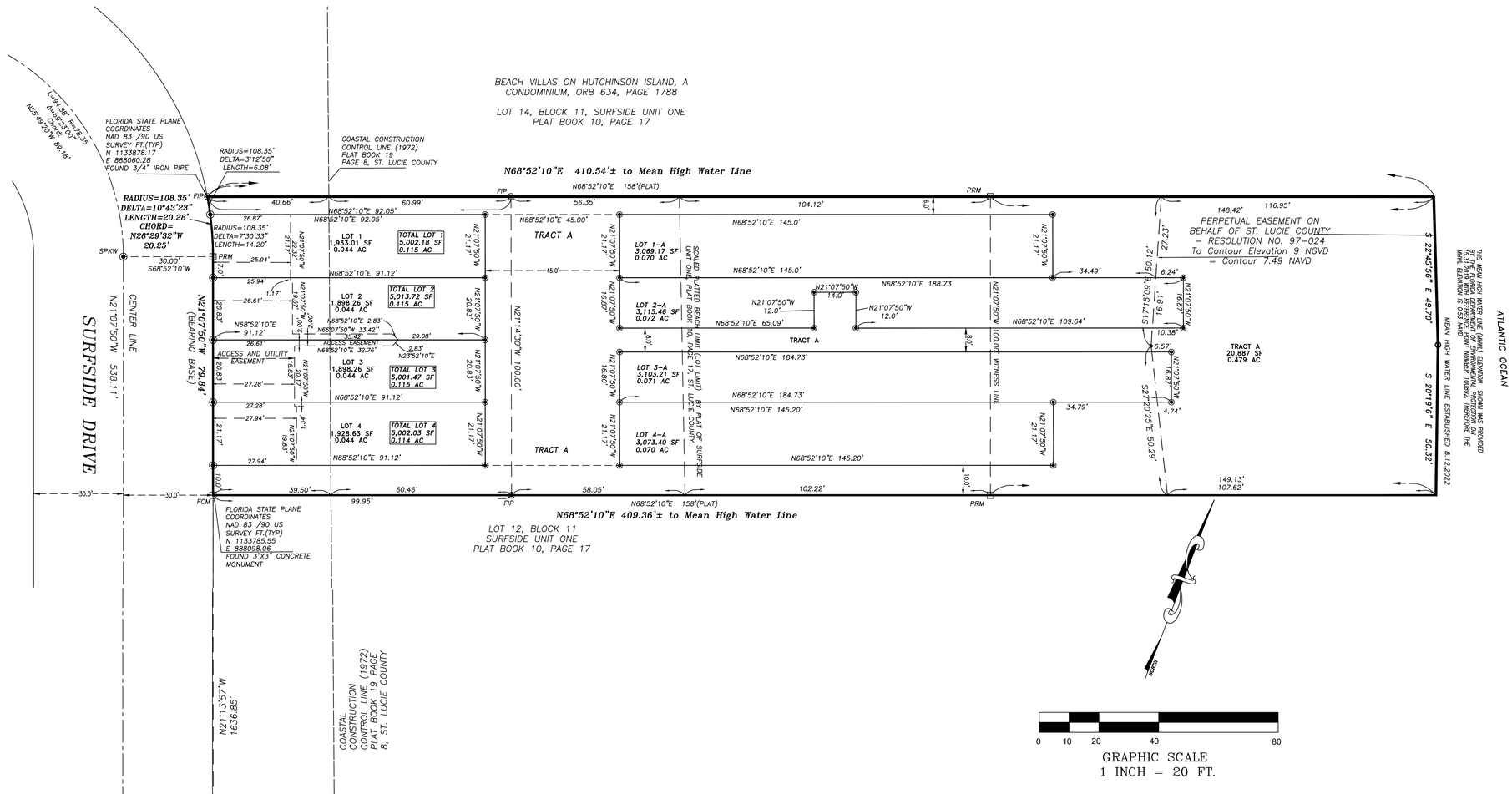
1. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY. FLORIDA.
2. BEARINGS SHOWN ARE BASED ON GRID NORTH, AND ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BEARING BASE FOR THIS SURVEY IS N21°07'50"W AND IS THE EASTERLY RIGHT OF WAY LINE OF SURFSIDE DRIVE AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
3. PLAT CONTAINS: 0.94 ACRES MORE OR LESS.
4. PLAT CONTAINS: 4 LOTS. EACH LOT CONSISTING OF TWO PARCEL (LOT 0 and LOT 0A)
5. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THERE SHALL BE NO BUILDINGS OR ANY OTHER KIND OF CONSTRUCTION, IN OR ON UTILITY AND/OR DRAINAGE EASEMENTS.
7. THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1 BY THE PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH BY THE CITY OF FORT PIERCE.

PREPARED BY:
KARNER SURVEYING INC.
2740 SW Martin Downs Blvd. #333,
Palm City, FL 34990.
Licensed Business No. 7357
karner@karnersurveyinginc.
Tel: (772) 288-7206 Fax: 772-223-8181

PLAT BOOK: _____
PAGE: _____

PLAT OF
OCEAN RESIDENCES AT SURFSIDE

BEING A REPLAT OF LOT 13, SURFSIDE UNIT ONE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGES 17 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
LYING IN GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY FORT PIERCE, ST. LUCIE COUNTY, FLORIDA



LEGEND & ABBREVIATIONS:

- □ SET 4"X4" CONCRETE MONUMENT (LB 7357)
- ◉ SET 5/8" IRON ROD & CAP (LB 7357)

FCM – FOUND 4"X4"CONCRETE MONUMENT
FIP – FOUND ½" IRON PIPE
SF – SQUARE FEET
AC – ACRES
PG(S) = PAGE(S)
PB= PLAT BOOK
PG = PAGE
ORB = OFFICIAL RECORDS BOOK
LB = LICENSED BUSINESS
PSM = PROFESSIONAL SURVEYOR AND MAPPER
PRM = PERMANENT REFERENCE MONUMENT

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PREPARED BY:
KARNER SURVEYING INC.
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Palm City, FL 34990.
Licensed Business No. 7357
karner@karnersurveyinginc.
Tel: (772) 288-7206 Fax: 772-223-8181

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Technical Review Committee
THROUGH:	Kevin Freeman, Planning Director
FROM:	Ryan Altizer, Planner
RE:	**Final Replat- 22-09000010** **1602 Surfside DR**
BOARD DATE:	December 15, 2022

3rd Resubmittal for Final Replat at 1602 Surfside DR

The above referenced project is being resubmitted for your review and comments. The applicant is requesting a Final Replat for 1602 Surfside Dr.

Please send all comments to raltizer@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

If you have comments or questions, please contact the Planning Department at 772-467-3737 or Ryan Altizer at 772-467-3742.

Thank you

Karner Surveying, Inc
2740 SW Martin Downs
Blvd. #333
Palm City, Florida 34990

Karner Surveying, Inc.

To: Ryan Altizer, Planner March 20, 2023
City of Fort Pierce
Engineering Department
Cc: Alicia Rosenthal
RE: Surfside Quadraplex Final Plat 1602 Surfside Dr. TRC No. 22-09000010

Mr. Altizer

Please find attached the Re-Submittal of the above referenced Final Plat addressing comments of March 3, 23, 2023 from City of Fort Pierce Engineering Department and comments of February 21st, 2023 form Northstar Geomatics.

County Comments:

1. Sheet 1 of 2 Comments:

   1 We apologize for our misunderstanding of your prior request. Both, the PRELIMINAY and the FINAL APPROVAL CERTIFICATE have been added to Page 1 of 2 of the Plat

   2 See Below for NORTHSTAR Comment.

   3 Attached:

   A. Copies of the recorded "Declaration of Covenants, Conditions, Restrictions and Easements" are attached.
   B. Recorded copy of the "Amended and Restated Articles of Incorporation" are attached,
   C. Copy of recorded Deed Restriction,(See Declaration of Covenants above and Dedication on the proposed Plat.
   D. copy of the filed articles of incorporation (see attached),
   E. Copy of the certificate of incorporation for the association. (See item B above)

2. **Northstar Comments** addressed below:
   1 We added the omitted "ed" to "reviewed".
   2 We apologize for having missed the date reference on the Plat, it had previously been corrected on the Survey. On Page 2 of 2 on the Plat this date referenced has been corrected.
   3 "Double Line" One line was the right of way line, the other line was the dimension line to the R monument. Based on the prior comment, we were under the opinion our ACAD Viewport Windows didn't line up we apologies for the misunderstanding. We have eliminated the right of way line in that viewport window, to only show the dimension line to the R Monument.

4 If you find all comments answered adequately, we would like to schedule an online inspection of the PRM's as they were finally delivered and will be set the week of March 27th.

Sincerely,

Regina C. Karner, PSM, Karner Surveying Inc.

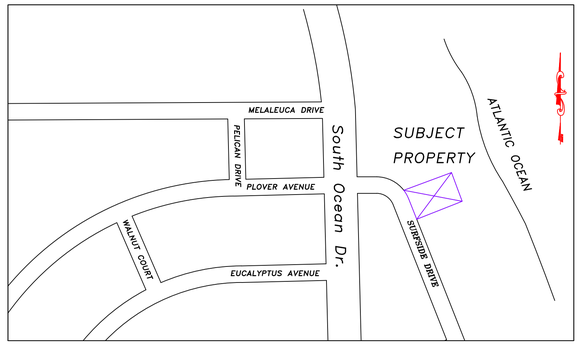
Attachments.

PLAT BOOK: _____
PAGE: _____

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_____ DAY OF _____, 2023.

SURFSIDE LAND, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY:_____
RAMY GALI, PRESIDENT

WITNESS:_____ PRINT NAME:_____

WITNESS:_____ PRINT NAME:_____

OCEAN RESIDENCES AT SURFSIDE POA
A FLORIDA NOT FOR PROFIT CORPORATION

BY:_____
RAMY GALI, PRESIDENT

WITNESS:_____ PRINT NAME:_____

WITNESS:_____ PRINT NAME:_____

ACKNOWLEDGMENT OF DEDICATION:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

PRINT OR STAMP NAME:_____

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COMMISSION NUMBER:_____

MY COMMISSION EXPIRES:_____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2023.

PRINT OR STAMP NAME:_____

NOTARY PUBLIC–STATE OF FLORIDA
COMMISSION NUMBER:_____

MY COMMISSION EXPIRES:_____

TITLE CERTIFICATE:

ALEXANDER D. GONANO., ATTORNEY AND COUNSELOR AT LAW, AS DULY LICENSED IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT AS OF _____2023.
1. RECORD TITLE TO THE LAND DESCRIBED AND SHOWN ON THIS PLAT IS IN THE NAME OF THE ENTITIES EXECUTING THE CERTIFICATE OF OWNERSHIP AND DEDICATION HEREON. 2. PURSUANT TO THE FLORIDA STATUTES SECTION 197.192, ALL TAXES HAVE BEEN PAID THROUGH THE YEAR 2022. 3. ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD ENCUMBERING THE LAND DESCRIBED HEREON ARE AS FOLLOW: NONE 4. ALL ASSESSMENTS AND OTHER ITEMS HELD AGAINST SAID LAND HAVE BEEN SATISFIED.

DATED THIS _____DAY OF _____ 2023.

_____
NAME: ALEXANDER D. GONANO, ATTORNEY AND COUNSELOR AT LAW
.

CERTIFICATE OF FINAL APPROVAL BY THE CITY COMMISSION:

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN FINAL APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON _____ DAY OF _____2023

FORT PIERCE CITY COMMISSION

BY:_____
LINDA COX, CITY CLERK

GENERAL PLAT AND SURVEYOR'S NOTES:
1. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAT WHICH MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY. FLORIDA.
2. BEARINGS SHOWN ARE BASED ON GRID NORTH, AND ARE REFERENCED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. THE BEARING BASE FOR THIS SURVEY IS N21°07'50"W AND IS THE EASTERLY RIGHT OF WAY LINE OF SURFSIDE DRIVE AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
3. PLAT CONTAINS: 0.94 ACRES MORE OR LESS.
4. PLAT CONTAINS: 4 LOTS. EACH LOT CONSISTING OF TWO PARCEL (LOT 0 and LOT 0A)
5. THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
6. THERE SHALL BE NO BUILDINGS OR ANY OTHER KIND OF CONSTRUCTION, IN OR ON UTILITY AND/OR DRAINAGE EASEMENTS.
7. THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1 BY THE PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH BY THE CITY OF FORT PIERCE.

CLERK OF CIRCUIT COURT:

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, _____ CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED, AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2023.

BY:_____
MICHELLE R. MILLER
CLERK OF CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

REVIEWING SURVEYORS CERTIFICATE:

I, FRANK C. VELDHUIS, BEING A LICENSED, REGISTERED PROFESSIONAL SURVEYOR AND MAPPER AND THE REVIEWING SURVEYOR FOR THE CITY OF FORT PIERCE, HAVE REVIEWED THIS PLAT FOR CONFORMANCE WITH FLORIDA STATUTES CHAPTER 177, PART 1, FLORIDA STATUTES.

DATED THIS _____ DAY OF _____ 2023.

BY:_____
FRANK C. VELDHUIS, PSM 6582
NORTHSTAR GEOMATICS

SURVEYORS CERTIFICATE:

I, REGINA KARNER, BEING A LICENSED AND REGISTERED PROFESSIONAL SURVEYOR HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST, AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ADHERE TO THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES.

DATED THIS _____ DAY OF _____ 2023.

BY:_____
REGINA C. KARNER, PSM 4363

CERTIFICATE OF PRELIMINARY APPROVAL BY THE CITY COMMISSION:

PURSUANT TO THE PROVISIONS OF THE FORT PIERCE CITY COMMISSION THIS PLAT WAS GIVEN PRELIMINARY APPROVAL BY THE CITY COMMISSION AT A MEETING HELD ON _____ DAY OF _____2023

FORT PIERCE CITY COMMISSION

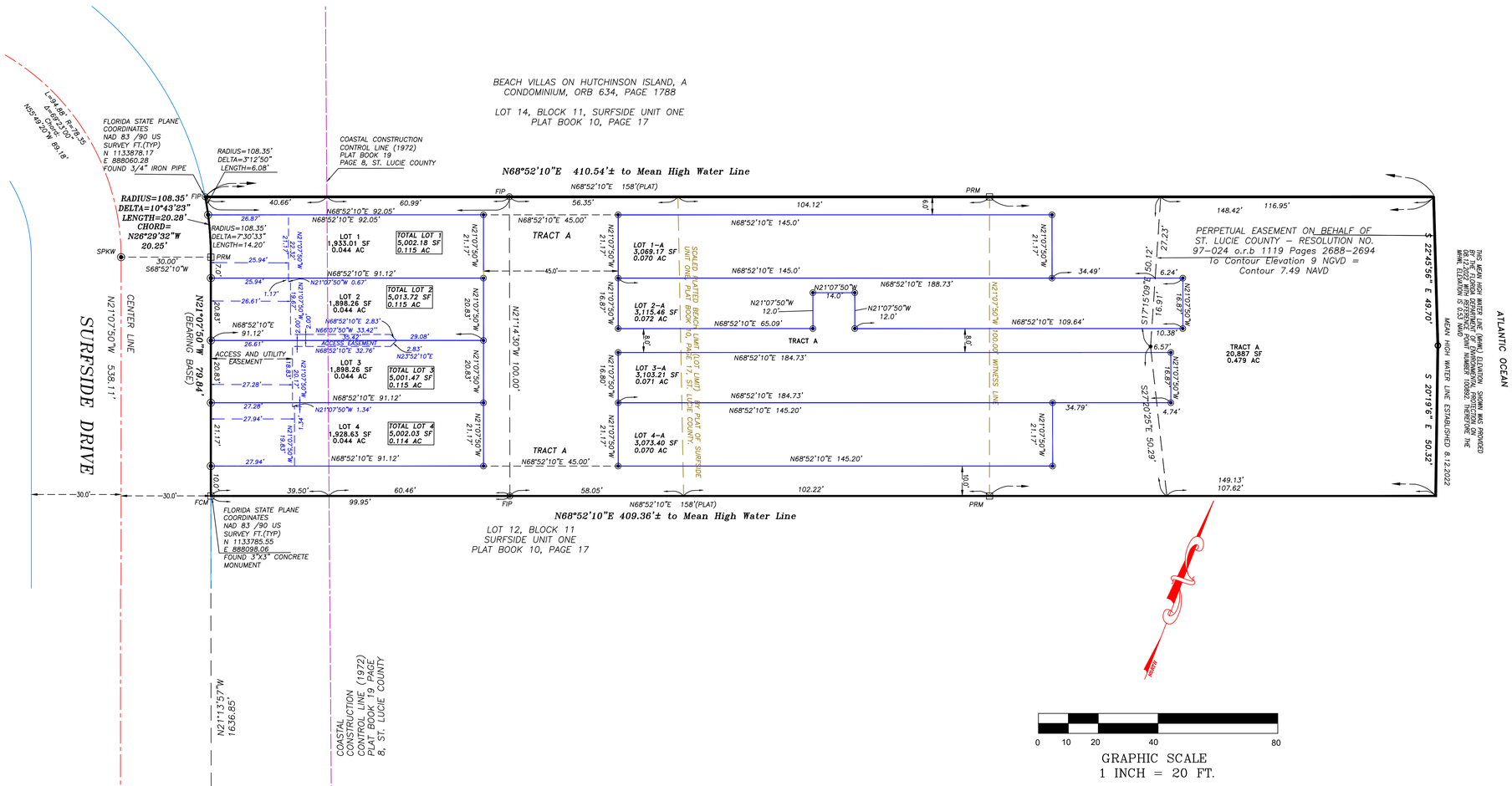
BY:_____
LINDA COX, CITY CLERK

PREPARED BY:
KARNER SURVEYING INC.
2740 SW Martin Downs Blvd. #333,
Palm City, FL 34990.
Licensed Business No. 7357
karner@karnersurveyinginc.
Tel: (772) 288-7206 Fax: 772-223-8181

PLAT BOOK: _____
PAGE: _____

PLAT OF
OCEAN RESIDENCES AT SURFSIDE

BEING A REPLAT OF LOT 13, SURFSIDE UNIT ONE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGES 17 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
LYING IN GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY FORT PIERCE, ST. LUCIE COUNTY, FLORIDA



GRAPHIC SCALE
1 INCH = 20 FT.

LEGEND & ABBREVIATIONS:

- □ SET 4"X4" CONCRETE MONUMENT (LB 7357)
- ◉ SET 5/8" IRON ROD & CAP (LB 7357)
- FCM – FOUND 4"X4"CONCRETE MONUMENT
- FIP – FOUND ½" IRON PIPE
- SF – SQUARE FEET
- AC – ACRES
- PG(S) = PAGE(S)
- PB= PLAT BOOK
- PG = PAGE
- ORB = OFFICIAL RECORDS BOOK
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PRM = PERMANENT REFERENCE MONUMENT
- SPKW = SET PK NAIL WITH WASHER , PSM4363

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PREPARED BY:
KARNER SURVEYING INC.
2740 SW Martin Downs Blvd. #333,
Palm City, FL 34990.
Licensed Business No. 7357
karner@karnersurveyinginc.
Tel: (772) 288-7206 Fax: 772-223-8181

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5164618 OR BOOK 4960 PAGE 367, Recorded 03/08/2023 03:12:02 PM

This Instrument Prepared by and Return to:

Gregg M. Casalino
Collins Brown Barkett, Chartered
756 Beachland Boulevard
Vero Beach, FL 32963

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OCEAN RESIDENCES AT SURFSIDE

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Exhibits

"A"	Legal Description of Real Property of Ocean Residences at Surfside
"B"	Amended and Restated Articles of Incorporation of Ocean Residences at Surfside POA, Inc.
"C"	Bylaws of Ocean Residences at Surfside POA, Inc.

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OCEAN RESIDENCES AT SURFSIDE

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR OCEAN RESIDENCES AT SURFSIDE ("Declaration") is made this 3rd day of March, 2023, by SURFSIDE LAND LLC, a Florida limited liability company ("Declarant"), and is joined in by OCEAN RESIDENCES AT SURFSIDE POA, INC., a Florida not for profit corporation ("Association").

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant desires to develop a planned residential community to be known as "Ocean Residences at Surfside" (as hereinafter defined) upon the Property; and

WHEREAS, in order to develop and maintain Ocean Residences at Surfside as a planned residential community consisting of four (4) single family townhome dwellings on the four (4) Lots constituting the property and as described on the Plat; and

WHEREAS, in order to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. **DEFINITIONS**

The following words and phrases used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1.1. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Residences at Surfside" and each of which shall be properly adopted pursuant to the terms of the Governing Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not

otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

1.2. "ARTICLES" shall mean the Articles of Incorporation of the Association filed in the Office of the Secretary of State of the State of Florida, a true copy of which are attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

1.3. "ASSESSMENT" shall mean assessments for which all the Owners are obligated to pay to the Association and includes "Individual Home Assessments" and "Special Assessments" (as such terms are defined in Section 7 hereof) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.

1.4. "ASSOCIATION" shall mean OCEAN RESIDENCES AT SURFSIDE POA, INC., a not for profit Florida corporation, its successors and assigns, existing pursuant to the Articles, and which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of Ocean Residences at Surfside as provided in this Declaration. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718 of the Florida Statutes.

1.5. "BOARD" shall mean the governing body of the Association.

1.6. "BYLAWS" shall mean the Bylaws of the Association, which have been or will be adopted by the Board, a copy of which are attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

1.7. "CITY" shall mean the City of Fort Pierce, Florida.

1.8. "COMMON AREA" OR "COMMON PROPERTY" shall mean the property which is or will be owned and/or maintained by the Association, as set forth in this Declaration or on the Plat, or additional plat, if any. Such property shall include a swimming pool and dune crossover, if and when constructed by the Declarant.

1.9. "COUNTY" shall mean Saint Lucie County, Florida.

1.10. "DECLARANT'' shall mean Surfside Land LLC, a Florida limited liability company, and any successor or assign thereof to which Surfside Land LLC, a Florida limited liability company, specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Declarant under the Governing Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

1.11. "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded in the Public Records of the County.

1.12. "DIRECTOR" shall mean a member of the Board.

1.13. "DRAINAGE SYSTEM" shall mean all structures, including culverts and swales, required to collect and convey rainfall runoff from Ocean Residences at Surfside to the water management tract(s) on and/or adjacent to the Property. The Drainage System is located upon and designed to serve all of Ocean Residences at Surfside and is a private drainage system. The Drainage System shall be maintained by the Association.

1.14. "GOVERNING DOCUMENTS" shall mean, in the aggregate, this Declaration and the Articles, Bylaws, and any rules and regulations of the Association which may be promulgated, all of the instruments and documents referred to therein and executed in connection therewith, and all amendments to the foregoing.

1.15. "HOA ACT" shall mean the Homeowners' Association Act, Chapter 720 of the Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

1.16. "HOME" shall mean an attached residential dwelling unit in Ocean Residences at Surfside intended as an abode for one (1) family. The term Home shall include the Lot and any garage appurtenant thereto.

1.17. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Ocean Residences at Surfside, including, but not limited to, buildings, walkways, sidewalks, parking areas, berms, fountains, sprinkler pipes, driveways, fences, perimeter and retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, , covered patios, screen enclosures, walking paths, , site walls, gazebos, benches, mailboxes, decorative street lights and signs.

1.18. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within Ocean Residences at Surfside.

1.19. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home or Lot within Ocean Residences at Surfside, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage

market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration ("VA"), the Federal Housing Administration ("FHA") or the U.S. Department of Housing and Urban Development ("HUD") or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

1.20. "INTEREST" shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

1.21. "LEGAL FEES" shall mean (i) all fees for attorney and paralegal services incurred in connection with demands, notices, negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above.

1.22. "LOT" shall mean any parcel of land within Ocean Residences at Surfside as shown on the Plat, any additional plat, or on any replat, if any, upon which a Home is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Governing Documents.

1.23. "MEMBERS" shall mean all of the Owners who are also members of the Association, as provided herein.

1.24. "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at the Owner's expense, in the manner set forth in Section 10.1 herein.

1.25. "OCEAN RESIDENCES AT SURFSIDE" shall mean that planned development located in the City of Fort Pierce, Saint Lucie County, Florida which encompasses the Property. Ocean Residences at Surfside is presently intended to be comprised of Four (4) Homes and the Common Area, but subject to change in accordance with this Declaration. Ocean Residences at Surfside will initially consist of the land set forth in Exhibit "A," attached hereto and made a part hereof and may be expanded or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

1.26. "OWNER" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Home within Ocean Residences at Surfside, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

1.27. "PARTY WALL" shall mean and refer to the dividing wall between each adjoining Home.

1.28. "PLAT" shall mean the plat of OCEAN RESIDENCES AT SURFSIDE, recorded or to be recorded in the Public Records of the County. In the event an additional plat is recorded in the Public Records of the County with respect to any additional property made subject to this Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat. Not all of the property shown on the Plat may be subject to this Declaration.

1.29. "PROPERTY" shall mean that certain real property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to add property and withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

1.30. "PUBLIC RECORDS" shall mean the Public Records of the County.

1.31. "SUPPLEMENTAL DECLARATION'' shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit additional property, if any, to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the effect of this Declaration, (c) designate portion(s) of the Property or additional property as Common Area hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to add additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Property or any portion thereof; remove any existing covenant, restriction, reservation, regulation, burden, lien or easements from the Property or any portion thereof; declare certain properties to be or not to be Common Area; and/or add properties to or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

1.32. "SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM" shall mean a system of structures and other improvements, including, without limitation, control structures, culverts and swales, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution, or to otherwise affect the quality and quantity of discharge from the system.

1.33. "TURNOVER DATE" shall mean the date upon which Members, including Declarant, shall assume control of the Association and elect the Board, as more particularly described in Article V of the Articles.

2. DESCRIPTION OF OCEAN RESIDENCES AT SURFSIDE

2.1. General Plan of Development

Ocean Residences at Surfside comprises the Property encompassing, or which will encompass, the Lots and Common Area, as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A" attached hereto and is planned to contain Four (4) Homes, together with Common Areas, all in accordance with, but subject to, the terms of this Declaration. Notwithstanding the foregoing, Declarant hereby reserves the right to modify its plan of development of Ocean Residences at Surfside (including, without limitation, the right to modify the site plan of Ocean Residences at Surfside; the right to add or change the recreational facilities and amenities, if any; and/or the right to add land to Ocean Residences at Surfside or to withdraw land from Ocean Residences at Surfside. Therefore, in the event Declarant modifies its plan of development of Ocean Residences at Surfside and/or adds land to Ocean Residences at Surfside or withdraws land from Ocean Residences at Surfside, it is hereby acknowledged by each Owner that the number of Lots, the layout of Lots and/or the size of Lots within Ocean Residences at Surfside may change. Declarant's general plan of development of Ocean Residences at Surfside may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Ocean Residences at Surfside, as well as any changes thereto.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and master plan of Ocean Residences at Surfside, the right to add or change the recreational facilities and amenities, and the number of Homes to be constructed within Ocean Residences at Surfside) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Ocean Residences at Surfside according to the present plan of development.

3. ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF COMMON AREA

3.1. Additions

Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Common Area. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such other property. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners or the Association to any such

Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant.

3.2. Designation of Additional Common Area

Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Common Area.

3.3. Disclaimer of Implication

Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, reservations, regulations, burdens, liens, and easements expressly binding the Property as provided by the terms of this Declaration.

3.4. Absence of Obligation

Nothing in this Declaration be construed to require Declarant to declare any portion or portions of the existing Property as Common Area, except to the extent herein specifically provided.

3.5. Withdrawal

Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

3.6. Title to the Common Area

To the extent herein provided, the Common Area is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. Each Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. When title to all Lots which are subject to the provisions of this Declaration has been conveyed to non-Declarant purchasers or earlier at Declarant's option (exercisable from time to time, as to any portions of the Common Area), Declarant or its successors and assigns shall convey and transfer to the Association, by quitclaim deed, the fee simple title to the Common Area free and clear of any mortgages and the Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be

subject to: (i) taxes and assessments with respect to the Common Area from and after the date of recording this Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Common Area; (iv) easements, covenants, conditions, restrictions, reservations, limitations, agreements and other matters of record; and (v) the terms and provisions of this Declaration, as the same may have been modified, amended and/or supplemented from time to time.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Common Area in a continuous and satisfactory manner without cost to the general taxpayers of the City or County. The Association shall be responsible for the payment of real estate taxes, if any, against the Common Area including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Common Area or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Common Area to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Common Area shall be released from any such mortgage no later than the date same is conveyed to the Association.

4. **OWNERS' PROPERTY RIGHTS**

4.1. Owners' Easements of Enjoyment

Every Owner and family member, guest, lessee, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of the Common Area within the Property, except as may otherwise be specifically provided elsewhere in this Declaration, in common with all other Owners, their family members, guests, lessees, agents and invitees, located outside another Owner's Home which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. This right shall be subject to the following conditions and limitations:

4.1.1. The right and duty of the Association to reasonably limit the number of guests, invitees or tenants of an Owner using the Common Area.

4.1.2. The right and duty of the Association to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing the Common Area and facilities thereon, all in

compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

4.1.3. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Lots and the Common Area.

4.1.4. The right of the Association to establish, amend and/or abolish from time to time uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

4.1.5. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of three-fourths (3/4) of the total voting interests of the Association, to borrow money for the purpose of improving the Common Area and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property or pledge Assessments as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.

4.1.6. The right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject the Common Area to such conditions as may be agreed to by the Association. No such dedication, release, alienation or transfer shall be effective unless Members entitled to cast three-fourths (3/4) of the total voting interests of the Association agree to such dedication, release, alienation, or transfer.

4.1.7. The right of the Association to grant easements and rights-of-way or strips of land, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property, without a vote of the Owners.

4.1.8. The right of Declarant, Declarant's affiliates and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area within the Property and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

4.1.9. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Area, in accordance with the original design, finish, or standard of construction of such Improvement.

4.1.10. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Area, except as may be prohibited under local or state laws or regulations.

4.1.11. The easements provided elsewhere in this Declaration, designated on the Plat or any additional plat, if any, including, but not limited to, those set forth in this Section 4.1.

4.1.12. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Homes and other properties as set forth in this Declaration.

4.1.13. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of Ocean Residences at Surfside and Homes therein).

4.2. Delegation of Use

Any Owner may delegate, in accordance with this Declaration, such Owner's right of enjoyment to the Common Area located outside the Homes to the members of such Owner's family, or to the lessees who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

4.3. Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

4.4. Access Easement

Declarant hereby reserves for itself, perpetual, nonexclusive easements of ingress and egress over and across: (i) any private driveways, if any, within or upon the Property, and (ii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

4.5. Grant and Reservation of Easements

Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association and Declarant as hereinafter specified for the following purposes:
4.5.1. Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Property and the Lots and Homes, including, but not limited to, power, lights, telephone, cable television, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for

such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

4.5.2. Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as a fence, stucco, underground footer or sidewalk, now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

4.5.3. Easement to Enter Upon Lots and Homes. An easement or easements for ingress and egress in favor of the Association including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

4.5.4. Easement over Common Area. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Common Area which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

4.5.4.1. the right of the Association to suspend the right to use the Common Area of any Owner and such Owner's family members, guests, invitees and tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the notice and hearing provisions in Section 10.1 herein;

4.5.4.2. the right of Declarant and each of its officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in the Declaration;

4.5.4.3. the right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's construction of Homes in Ocean Residences at Surfside);

4.5.4.4. the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

4.5.4.5. all provisions set forth in the Governing Documents.

4.5.5. Easement for Roof Overhang. An easement or easements, as shown on the Plat and additional plat, if any, to provide for the roof overhang of a Home in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang.

4.5.6. Irrigation Easement. An easement for irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each Owner, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the irrigation pipes.

4.5.7. Plat Easement(s). The Plat and/or additional plat, if any, may contain additional easements not discussed herein, granted in favor of the Association, Owners or others, for the specific purposes as described therein.

4.5.8. Maintenance Easements. Easements over the Property outside of the Homes granted in favor of the Association for the purpose of maintaining drainage facilities.

4.6. Drainage System Easement

4.6.1 Drainage Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across any portion of a Lot to operate, maintain, and repair the drainage system and facilities. Such right expressly includes the right to cut any trees, bushes or shrubbery, to make any gradings of soil, construct or modify and berms placed along the rear of any Lots, or take any other action reasonably necessary, following which Declarant or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Association shall give reasonable notice of its intent to take such action to all affected Owners, unless, in the opinion of Declarant or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith.

4.6.2. Improvements. No structures, permanent or temporary, shall be constructed on, over, or under any portion of the drainage system without the prior written consent of the Association and the approval of the Board or Declarant, which consent or approval may be withheld for any reason.

4.6.3. Use and Access. Declarant and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the drainage system, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the drainage system.

4.6.4. LIABILITY. NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN

CONNECTION WITH THE DRAINAGE FACILITIES OR ANY PART OF THE DRAINAGE SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

4.6.5. Indemnity. The Association agrees that subsequent to the recording of this Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the drainage system occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns. Upon completion of construction of the drainage system Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

4.6.6. Declarant's Rights. Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on the Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owner of Lots subject to easement shown on the Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the easement areas, alter the flow of drainage, or landscape on such areas with hedges, trees, or other landscaping items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Association, or the grantee of the easement.

4.7. Assignments

The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any water management district, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; DURATION OF THE ASSOCIATION

5.1. Membership and Voting Rights

Membership in the Association shall be established and terminated as set forth in the Articles and Bylaws. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Governing Documents. The voting rights of the Members shall be as set forth in the Articles and Bylaws.

5.2. Board

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles and Bylaws.

5.3. Duration of Association

The duration of the Association shall be perpetual, as set forth in the Articles.

6. ASSESSMENTS AND LIENS

6.1. Affirmative Covenant to Pay Assessments

6.1.1. In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Governing Documents; and (ii) maintain, operate and preserve the Common Area for the use, safety, welfare and benefit of the Owners and their family members, guests, invitees and lessees, there is hereby imposed upon each Home Owner the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Home from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Home Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Governing Documents.

6.1.2. The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: (1) insurance coverage over Common Property and Homes; (2) any and all taxes and tax liens which may be assessed or levied at any and all times against the Common Area as a whole and not upon an individual Lot or Home, or against any and all personal property or Improvements thereon; (3) all charges levied for utilities providing services for the Common Area as a whole and not upon

an individual Lot or Home, or to the Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, telecommunications services home monitoring, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (4) the premiums on policies of insurance including, but not limited to, property, liability and casualty insurance for the Common Area and Homes, and directors and officers liability insurance for the officers and directors of the Association; (5) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (6) any sums necessary to reimburse the Association for any costs or expenses incurred in connection with maintaining the Common Area; (7) administrative and operational expenses; (8) all sums necessary for the maintenance and repair of the drainage system to be maintained by the Association, including but not limited to work within drainage structures and drainage easements; and, (9) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. Reserves for future maintenance, repair and replacements are specifically excluded from Operating Expenses. The Board may, if it so determines, includes reserves in the Association's annual budget. In addition, any expense which is required by this Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Area which is the Association's responsibility to maintain or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Common Area to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and legal fees and costs (including, without limitation, attorneys and paralegal fees and court costs) incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which the Owners are obligated to pay pursuant to the Governing Documents or the enforcement of the use and occupancy restrictions contained in the Governing Documents, and except legal fees incurred for lawsuits not approved pursuant to Section 13.12 below.

The Operating Expenses with respect to the Common Area are payable by each Owner of a Lot notwithstanding the fact that Declarant may not have as yet conveyed title to the Common Area to the Association.

6.2. Establishment of Liens

Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Governing Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees,

are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by the HOA Act.

6.3. Collection of Assessments

In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

6.3.1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

6.3.2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.

6.3.3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 6.3.2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

6.3.4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

6.3.5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 Dollars ($25.00) or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion.

6.3.6. To suspend the right of the Owner(s) in default to vote on any matter on which the Owners have the right to vote if such Owner is delinquent in payment of Assessments or other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

6.3.7. To suspend the right of the Owner(s), along with their family members, guests, invitees and tenants to use recreational areas located within the Common Area, if any, if such Owner is delinquent in payment of Assessments or any other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

Suspensions imposed by the Association pursuant to subsections 6.3.6 and 6.3.7 above must be approved by the Board in the manner required by the HOA Act.

6.4. Collection by Declarant

In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

6.5. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot. Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

7. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

7.1. Determining Amount of Assessments

The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) shall be apportioned equally among the Lots by dividing the total anticipated Operating Expenses as reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment (adjusted as hereinafter set forth), by the total number of Lots which have been conveyed by Declarant (as evidenced by the recordation of a deed of conveyance) with the quotient thus arrived at being the "Individual Home Assessment." Notwithstanding anything herein or in the Governing Documents to the contrary, any assessment for legal expenses incurred by the

Association to begin legal proceedings against Declarant shall be deemed an Operating Expense which is properly the subject of a Special Assessment and not the subject of a regular Individual Home Assessment.

7.2. Assessment Payments

The Individual Home Assessments shall be payable quarterly, in advance, on the first day of the fiscal quarter. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Individual Home Assessments. The Individual Home Assessments, and the quarterly payments thereof, as well as all Assessments provided for herein and all installments thereof may be adjusted from time to time by the Board to reflect changes in the number and status of each Lot (thus apportioning all Operating Expenses among all non-Declarant owned Lots in existence at the time an Individual Home Assessment installment is due) or due to changes in the Budget or in the event that the Board determines that an Assessments or any installment thereof is either less than or more than the amount actually required.

7.3. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Governing Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Common Area or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. The Board acting alone and without the consent of Members may levy Special Assessments for the following: i) in the event of a casualty loss to repair and replace Common Area which is not insurable (e.g., landscaping, fencing, etc.), not insured, under insured, or where insurance coverage was denied by the insurance carrier after the casualty loss; ii) to obtain funds to cover insurance deductibles in the event of a casualty loss; iii) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Common Area; and iv) other purposes related to the operation of Ocean Residences at Surfside as determined by the Board in its reasonable business judgment.

7.4. Liability of Owners for Individual Home Assessments

By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges that upon such conveyance by Declarant, the Owners thereof are jointly and severally liable for their own Individual Home Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and

severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Home Assessment or any portion thereof, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Home Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Home Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Governing Documents.

7.5. Waiver of Use

No Owner, other than Declarant, may exempt themself from personal liability for Assessments duly levied by the Association. No Owner may release the Owner's Lot from the liens and charges hereof either by waiver of the use and enjoyment of the Property and the facilities thereon or by abandonment of such Owner's Home or Lot.

7.7. Declarant's Right to Loan or Advance Funds

Declarant may (but is not obligated to) loan, advance or otherwise make payments to the Association to assist the Association in meeting its financial obligations. Notwithstanding anything to the contrary contained in this Section, if Declarant loans, advances or otherwise makes payments to the Association, then any such sums shall be repaid to Declarant prior to the Turnover Date.

8. ARCHITECTURAL REVIEW

8.1. No building, structure or other Improvements, or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the Board in accordance with Section 8herein. The Board may also issue and amend from time to time rules or guidelines setting forth procedures establishing architectural criteria and for the submission of plans and specifications.

8.2. No Waiver of Future Approvals

The approval of the Board of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Board of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar

proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

8.3. Non-Liability of Board Members

Neither the Board, nor any member thereof, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Board's duties in this Section 8 hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability.

8.4. Declarant Exemption

Declarant is hereby exempt from having to comply with the requirements of Section 8 in their entirety.

9. MAINTENANCE AND REPAIR OBLIGATIONS

9.1 Home Maintenance

The responsibility for the maintenance of the Property is divided between the Association and the Owners. Interior maintenance of each Home located within the centerline of Party Walls is the responsibility of the Owners. Each Owner shall be responsible for the maintenance of that Owner's side of the Party Wall, including drywall. The Association is responsible for all exterior maintenance, including but not limited to driveways, boardwalks and Common Areas. The Association may enter into agreements with others for the Association's management and/or maintenance of all or part of the property to be maintained by such entity (regardless of whether the subject property is within the Property) for purposes of carrying out all or a portion of the maintenance responsibilities of such entity, the expenses of which may be designated an Operating Expense, if the Association's Board determines such is in the interest of the Owners. Privately owned property shall be the maintenance responsibility of the Owner thereof. Open space owned by or dedicated to the Association shall be maintained by the Association and will not be diminished or destroyed in a manner which materially alters its use or enjoyment as open space without Board approval.

9.1.1. Party Wall Provisions

Any matters concerning a Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls. The cost of maintaining each Party Wall and each Party Fence shall be borne equally by the Owners of the lots on either side of said Party Wall. In the event of damage or destruction to any Party Wall or shared monolithic slab or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the Owners of the Lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the Owners whose lots adjoin said Common Structure and shall be enforceable by the Association. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either Owner's negligence shall have caused damage to or destruction of said

Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay said Owner's share, or all of such costs in case of negligence, the other party or the Association may have such Common Structure repaired or restored and the party who has borne such expense, either the other Owner or the Association, shall be entitled to have a mechanic's lien on the Lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The Owner or Association having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and costs and further shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the public records of the County where the Property is located, by affidavit declaring under oath the claim of the mechanic's lien.

Neither Owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoining Owner to said Common Structure and the Association shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same. Each Owner shall keep all exterior walls of said Owner's dwelling unit in good condition and repair at said Owner's sole cost and expense. No Owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (e.g., variance in design, colors, or roofing; such changes may only be made with the advance written consent of the Association Board of Directors). All Owners, through assessment payments to the Association, shall share equally in the costs to repair or maintain the roofs and related structures and elements resulting from age and normal wear and tear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be undertaken and coordinated by the Association. An Owner who, by said Owner's negligence, recklessness, or willful act, causes a Party Wall or roof or other Common Structure to be exposed to the elements or damaged or destroyed shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all costs and damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roofs and related structures and elements shall be provided by the Association. If any monolithic slab repairs are required, the entire monolithic foundation must be involved in the repair process. Owners of must cooperate regarding repairs to the slab. All Owners shall share equally in any such necessary repairs.

9.2. By the Association

9.2.1. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all landscaping and grassed areas encompassed within the Common Area as well as all of the Improvements and facilities located over, through and upon the Common Area (except public utilities, to the extent same have not been made Common Area).

9.2.2. The Association shall at all times be responsible for the maintenance and care of Homes' Exteriors. Elements of a Home not maintained by the Association shall be the obligation of the Owner of each Home. No Owner of a Home shall paint, refurbish, alter, improve, or modify the Homes' Exteriors nor the mailbox originally provided by the Developer or by any builder without the Board's prior written consent.

9.2.3. The Association shall operate, maintain, repair and replace the irrigation system constructed over, through and upon the Common Area (or any portions thereof) as it shall deem appropriate. The Association shall be responsible for the costs of operation and maintenance of such irrigation system in connection with the Common Area, including any monthly fees and other costs of water and/or electric usage and the cost of repair or replacement to all or any part thereof. There is hereby reserved in favor of the Association the right to enter upon the Common Area and any and all Lots for the purpose of operating, maintaining, repairing and replacing the irrigation system over, through and upon the Common Area within the Property.

9.2.4. The Association shall be responsible for the maintenance, repair and replacement of all driveways and private walkways, if any, located upon the Common Area and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Common Area and Lots for such purpose.

9.2.5. The Association shall be responsible for the maintenance, repair and replacement of any common lighting located in Ocean Residences at Surfside; provided, however, the Association shall not be responsible for the maintenance, repair and replacement of any lighting provided by the municipal electric service.

9.2.6. Any property designated as open space, landscape buffer, undisturbed natural buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records of the County shall be preserved and maintained by the owner of such property in a natural open condition without Association approval and any required local and state permits.

9.2.7. The Association shall be responsible for maintaining any perimeter walls and retaining walls located within the Property, even if such walls lie within one or more Lots. The Association shall have an easement on all Lots for access to perform the obligations set forth in this Section.

9.2.8. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Common Area having a cost not in excess of Five Thousand Dollars and No/100 ($5,000.00). All other alterations and Improvements must first be approved by at least three-fourths (3/4) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Area which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

9.2.9. All expenses incurred by the Association in connection with the services, operation, maintenance, repair and replacement described in Section 9.1 above, are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Section 9.1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

9.2.10. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Ocean Residences at Surfside.

9.3. By the Owners

9.3.1. The Owner of each Lot must keep and maintain the Lot, Home and any Improvements thereon including all equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within such Owner's Home which, if omitted, could adversely affect Ocean Residences at Surfside, the other Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, the interior of each Home between Party Walls within the Lot, and physical items attached or connected to such structures that run beyond the line of the Lot which exclusively service or benefit the Lot and Home.

The Owner of a Lot further agrees to pay for all utilities, such as telephone, cable or satellite television, telecommunication systems, home monitoring, water (including water associated with irrigation), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

9.3.2.

Declarant may have constructed one or more drainage swales upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. The Association shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Association with a Special Assessment to recover costs incurred against the Owner(s) of the Lot(s) upon which the drainage swale is located.

9.3.3. The Owner of each Lot shall keep the driveway and sidewalk located on and/or adjacent to their Lot clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

9.3.4. If the interior of the Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board.

9.3.5. Except as otherwise provided in Section 12 herein, each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

9.3.6. If an Owner fails to comply with the foregoing provisions of this Section 9.3, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

9.3.7. If a failure to comply with the provisions of this Section 9.3 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other Governing Documents shall be determined in the sole discretion of the Association or Declarant.

9.3.8. Owners shall not make any temporary modifications to the exterior of the Homes, including seasonal or holiday decorations, without prior written approval of the Board.

10. OCCUPANCY AND USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association:

10.1. Enforcement.

Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Governing Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

In addition to all other remedies, if an Owner is delinquent for more that ninety (90) days in paying a monetary obligation due the Association, the Association may suspend, until such monetary obligation is paid, any or all of the rights of any or all of an Owner or an Owner's tenants, guests or invitees to use the Common Area and facilities (including, without limitation, cable television and other amenity (non-utility) services provided); may suspend the voting rights of an Owner if such Owner is delinquent in payment of regular annual assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Governing Documents, provided the following procedures are adhered to:

10.1.1. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without at least fourteen (14) days' notice to the Owner sought to be fined or suspended and an opportunity for a hearing before the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the Board, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Owner's tenant, guest or invitee. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

10.1.2. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

10.1.3. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

10.1.4. Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. Unless otherwise permitted by applicable law, a fine of less than One Thousand and No/100 Dollars ($1,000.00) may not become a lien against a Lot.

10.1.5. Failure to Pay Assessments. Notice and Hearing as provided in this Section shall not be required with respect to the imposition of suspension of voting rights or fines upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

10.1.6. Suspension of use rights to the Common Area shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Lot and/or Home.

10.1.7. In addition to all other remedies, the Association may levy Individual Home Assessments, to cover costs which the Association incurs to bring a Lot into compliance with the Governing Documents, including Legal Fees, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees.

10.1.8. For purposes of this Section 10, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Owner, and any other permitted occupants of a Home. All the Property shall be held, used and enjoyed subject to the following limitations and restrictions:

10.2. Single Family Use.

The Homes shall be for single family use only. No commercial occupation or activity may be carried on in Ocean Residences at Surfside except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

10.3. Nuisance.

Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots and Homes or in or about any Improvements, or on any portion of Ocean Residences at Surfside, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Lots and Homes which is a source of annoyance to the Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Lots and Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements or Homes. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot or Home, or exposed to the view of other Owners without the prior written approval of the Board.

10.4. No Improper Uses.

No improper, offensive, hazardous or unlawful use shall be made of any Lot or the Home thereon nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. Each portion of the Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, the City and any and all other governmental and public authorities and boards or officers of the same relating to such Property and any Improvements thereon or the use thereof. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Lot or Home shall be corrected by, and at the sole expense of the Owner of any such Lot or Home.

10.5. Leases.

No Home may be rented unless the lease is approved by the Board. Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration. No portion of a Home (other than an entire Home) may be rented. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Governing Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. The Board may authorize variances and grant exceptions to the restriction on leasing in Ocean Residences at Surfside.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in the HOA Act until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Home, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 *et seq.*

10.6. Addition of Landscaping; Alteration of Drainage, Etc. If an Owner installs additional landscaping to their Lot (which installation must be approved by the ARB), the Owner is responsible for the additional costs of maintaining the additional landscaping. The installation of additional landscaping shall not result in any permanent change in the flow or drainage of surface water within Ocean Residences at Surfside without prior written consent of the ARB.

10.7. Antenna and Aerial. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Section 10.7 shall not apply to Declarant.

10.8. Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around their Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Ocean Residences at Surfside, or any property contiguous to Ocean Residences at Surfside. Garbage, trash, refuse or rubbish that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner, and any trash facilities must be removed on the collection day after the pickup. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters and other trash collection facilities shall be approved by the Association. All containers, dumpsters or garbage facilities shall be stored inside the garage or screened from view on the Lot and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

10.9. Animals and Pets. No animals, livestock or poultry of any kind of size shall be raised, bred or kept on any Lot, except that a total of two (2) pets, including dogs, cats or other household pets may be kept subject to the rules and regulations governing their keeping adopted by the Board and pursuant to local and state laws. All pets must be registered, licensed and inoculated as required by law. No exotic pet or any animal of any kind shall be allowed on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated to regulate pets from time to time by the Association. No pets shall be allowed to create a nuisance to other Owners.

10.10. Temporary Buildings, Etc. No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed within Ocean Residences at Surfside except with the prior written consent of the Board. No temporary structure may be used as a residence.

10.11. Garages. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

10.12. Fences. An Owner may not install any fencing (including invisible fencing) on their Lot without the prior written approval by the ARB. In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Board and is permitted to cross any such easements, such Board's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., Florida Power & Light, utility provider, the City, or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the Board's approval required.

10.13. Drainage or Utility Easements. No structures, trees or shrubs shall be placed on any drainage or utility easements, except by Declarant, without the prior written consent of the Board.

10.14. Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home without the prior written consent of the Board.

10.15. Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

10.16. Upon the failure of an Owner(s) to (i) maintain the portion of the Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of this Declaration and to the satisfaction of the Association and (ii) correct such deficiencies within fifteen (15) days of written notice by the Association, unless a longer period is authorized by the Association, the Association may enter upon such portion of the Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Owner who is required to perform such maintenance. If any Owner(s) fails to make payment within fifteen (15) days after requested to do so by the Association, then the payment requested shall be collected as an Individual Home Assessment from such Owner and the Association shall be entitled to lien rights upon the portion of the Property requiring such maintenance in accordance with the provisions of this Declaration.

10.17. Subdivision and Partition. No Lot on the Property shall be subdivided except by Declarant.

10.18. Signs. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale," "For Rent," or "By Owner," or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation a Home), or on or in a vehicle, without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. The Board not shall consent to any "For Sale," "For Rent," "By Owner" or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in Ocean Residences at Surfside or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Ocean Residences at Surfside or other communities developed or marketed by Declarant or its affiliates, whichever is later. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their respective successors or assigns, for advertising or marketing during the construction and sale period of Ocean Residences at Surfside or other communities developed and/or marketed by Declarant or its affiliates, and other signs authorized by Declarant shall be exempt from this Section. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall be exempt from this Section. An Owner may display a security sign provided by a contractor for security services as permitted by the HOA Act.

10.19. Boats, Recreational Vehicles and Commercial Vehicles. No trailer, camper, or other vehicle, other than four-wheel passenger automobiles and other four wheel passenger vehicles determined acceptable by the Association, shall be permitted on any portion of Ocean Residences at Surfside unless fully enclosed in the garage, except for trucks furnishing goods and services during the daylight hours, except for police and emergency service vehicles, and except as the Association may designate for such use by appropriate rules and regulations. Motorcycles and boats are permitted on the Property; however, they are restricted to being parked in the garage only. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles in Ocean Residences at Surfside.

10.20. Vehicular Parking. No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in driveways or other specifically designated parking areas located on the Property. The foregoing, however, shall not: (i) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; (ii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within Ocean Residences at Surfside until it can be towed away; and (iii) apply to vehicles used in connection with construction, development or sales activities permitted under this Declaration.

10.21. No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four wheel passenger automobiles) upon any portion of the Property except within a closed garage and totally isolated from public view; provided, however, Declarant its successors, nominees or assigns and the Association may make, or cause to be made, such repairs if necessary

in regard to vehicles used in connection with construction, sales or management at Ocean Residences at Surfside. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Owner or their family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Association or Declarant.

10.22. Window Decor. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted. Window tinting is permitted provided that the type and method of tinting is first approved by the Board.

10.23. Hurricane Shutters. No hurricane shutters may be installed without the prior written consent of the Board, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the Board's consent, then the hurricane shutters will be made to conform by the Board at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Ocean Residences at Surfside location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season

Each Owner who plans to be absent from their Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

10.24. Flags. No flags, banners or signs of any type shall be displayed so as to be visible from the exterior of their home, except as permitted by state or federal law.

10.25. Sewage Disposal. No individual sewage disposal system shall be permitted on the Property.

10.26. Weapons. The use and discharge of weapons within Ocean Residences at Surfside is prohibited. The term "weapons" includes bows and arrows, slingshots, "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

10.27. On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to five (5) gallons fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. Propane tanks normally associated with outdoor barbecue grills are permitted above-ground. This restriction is designed to reduce environmental risks and to minimize the hazards associated with on-site fuel storage.

10.28. Board's Rule Making Power. The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable rules and regulations governing the use of Ocean Residences at Surfside as the Board may determine from time to time, provided that such rules and regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of Ocean Residences at Surfside; and (iii) for so long as Declarant holds any Homes within Ocean Residences at Surfside for sale in the ordinary course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

10.29. Compliance with Documents. Each Owner and their family members, guests, and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Ocean Residences at Surfside. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Property rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as an Individual Home Assessment.

10.30. No Implied Waiver. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Governing Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

Declarant hereby reserves the right for itself and its employees, contractors, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's construction of Homes and Improvements within Ocean Residences at Surfside.

In general, the restrictions and limitations set forth in this Section 10 shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Section 10 in addition to whatever remedies at law to which it might be entitled.

11. DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area shall be handled as follows, notwithstanding any provision in this Declaration to the contrary:

11.1. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

11.2. If insurance proceeds are insufficient to effect total restoration of the Common Area, and the cost of restoration would require a Special Assessment against each Lot in an amount of Five Thousand Dollars ($5,000.00) or less (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Sections 6 and 7 herein.

11.3. If the insurance proceeds are insufficient to effect total restoration of the Common Area and the cost of restoration of the Common Area would require a Special Assessment against each Lot in an amount greater than Five Thousand Dollars ($5,000.00) (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Area shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

11.4. Each Owner shall be liable to the Association for any damage to the Common Area not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

11.5. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a pro rata distribution in accordance with the collection of such Special Assessments.

12. INSURANCE AND CONDEMNATION

The Association is hereby authorized to purchase at the Association's option, insurance for all insurable improvements on the Common Areas. The Association shall purchase insurance on the Common Property including the roof over the Homes. Any insurance purchased by the Association shall be in such amounts, with such deductibles, and with such companies as the Board of Directors shall deem appropriate, including the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

12.1. Casualty Insurance. Property and casualty insurance (including as applicable, windstorm coverage) in an amount equal to the then full replacement cost, exclusive of land, foundation, roof, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Common Area, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Common Area in developments similar to Ocean Residences at Surfside in construction, location and use.

12.2. Other Insurance. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Property and any improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

12.3. Cancellation or Modification. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

12.4. Flood Insurance. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Common Area, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

12.5. Condemnation. In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least three-fourths (3/4) of the total voting interests of the Association, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

12.6. Public Liability Coverage. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot within the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons

whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Common Area and any Improvements located thereon, and for any other risks insured against by such policies. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

12.7. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

12.8 Owner Home Insurance Provisions.

12.8.1 Each Owner of a Home shall obtain and keep in force insurance coverage necessary to insure the interior structural elements of such Home and any additional insurance coverage required by the Board of Directors of the Association per Sections 12.1-12.4 above. The insureds under any and all policies of insurance shall be the Owner and the Association and their respective mortgagees, as their interests may appear.

(i) Minimum Coverage. The Owner of each Home shall maintain insurance coverage in a minimum amount determined annually by the Board of Directors of the Association, affording the following minimum protection:

(ii) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the "Causes of Loss - Special Form" property contract.

(iii) Liability. Premises liability for bodily injury and property damage.

12.9 Optional Coverage.

The Association may require that each Owner of a Home purchase and carry other insurance coverages as the Board of Directors of the Association may determine to be in the best interests of the Owners and the Association and the Subdivision. One of the more common options includes flood insurance coverage.

13. GENERAL PROVISIONS

13.1. Conflict With Other Governing Documents.

In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

13.2. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at c/o Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467, Attention: Association President, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

13.3. Enforcement

The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees.

13.4. Interpretation

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities and Common Area. Section, subsection, paragraph, captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

13.5. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope

thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

13.6. Certain Rights of Declarant

Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association, the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to maintain a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself, and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside Ocean Residences at Surfside, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Common Area and show Homes, and Declarant further reserves the right to make repairs to the Common Area and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, as applicable, may exercise the foregoing rights without notifying the Association or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Common Area and shall remain the property of Declarant, as applicable. In addition, the Declarant hereby has, shall have and hereby reserves the right for itself and to enter upon the Common Area, if any, in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the construction upon Lots within Ocean Residences at Surfside and all Improvements therein, and for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant if applicable, to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant, if applicable, shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners. This Section 13.6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Governing Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 13.6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any

such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 13.6, are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Governing Documents.

Except as otherwise provided herein, Declarant and each of its successors, assigns, employees, contractors, sub-contractors and potential purchasers shall have access to the Property at all times and the Association shall not impede any such access. Any gate system installed shall remain open during construction and sales hours to allow Declarant and its successors, assigns, employees, contractors, subcontractors and potential purchasers access to the Property.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 13.6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right(s), it is acknowledged by the Association and all Owners that Declarant is performing any such inspection(s) for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF OCEAN RESIDENCES AT SURFSIDE ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO OCEAN RESIDENCES AT SURFSIDE. BY THE ACCEPTANCE OF THEIR DEED OR TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF OCEAN RESIDENCES AT SURFSIDE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (I) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (II) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO OCEAN RESIDENCES AT SURFSIDE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (III) DECLARANT AND ITS RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS WHATSOEVER ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (IV) ANY PURCHASE OR USE OF ANY PORTION OF OCEAN RESIDENCES AT SURFSIDE HAS BEEN AND

WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (V) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF OCEAN RESIDENCES AT SURFSIDE.

13.7. Disputes as to Use

In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

13.8. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

13.8.1. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Ocean Residences at Surfside; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

13.8.2. After the Turnover Date, this Declaration may be amended by a majority of the Board and with the consent of the Owners. The aforementioned consent of the Owners owning three-fourths (3/4) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Articles and Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

13.8.3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

13.8.4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Governing Documents without the specific written approval of such party affected thereby. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 13.6 and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

13.8.5. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment to this Declaration which sets forth any amendment or modification to this Declaration.

13.8.6. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendment(s) to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying said Institutional Mortgagee's development criteria or such other criteria as may be established by such Institutional Mortgagee's secondary mortgage market purchasers, including, without limitation, the FNMA and the FHLMC; provided, however, any such filed amendment(s) must be in accordance with any applicable rules, regulations and other requirements promulgated by HUD.

13.8.7. Any proposed amendment to this Declaration which would affect the Surface Water or Stormwater Management System (including environmental conservation areas, if any, and the water management portions of the Common Area), shall be submitted to the District for a determination of whether the proposed amendment necessitates a modification of the District Permit.

13.9. Delegation

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

13.10. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by the Owners owning one-hundred percent (100%) of the Lots and Institutional Mortgagees holding first mortgages encumbering one-hundred percent (100%) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated, or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Common Area in the manner described herein. This provision shall survive the termination of this

Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

13.11. Rights of Mortgagees

13.11.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Governing Documents and the books, records and financial statements of the Association to the Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this Section 13.11, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Lot on which it has (or insures or guaranties) the mortgage.

13.11.2. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(a) Any condemnation, loss or casualty loss which affects any material portion of the Property;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(d) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Governing Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

13.11.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

13.12. Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Governing Documents, for which the Owners will be

responsible, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests of the Association (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which the Owners are obligated to pay pursuant to the Governing Documents;

(c) the enforcement of the use and occupancy restrictions contained in the Governing Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Property or to the Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Owners); or

(e) filing a compulsory counterclaim.

13.13. Compliance With Provisions

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

13.14. Covenant Running With The Land

All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, lessees, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements

granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

13.15. No Public Right or Dedication

Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Area to the public, or for any public use.

13.16. No Representations or Warranties

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION. DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE EXISTENCE OR DEVELOPMENT OF MOLDS, FUNGI, MILDEW OR MYCOTOXINS, AND EACH OWNER ON BEHALF OF THEMSELVES AND THEIR FAMILY MEMBERS, GUESTS, INVITEES, TENANTS, SUCCESSORS AND ASSIGNS SHALL BE DEEMED TO AND BY ACCEPTANCE OF A DEED OR TITLE TO THE HOME OR BY USE OF THE HOME, WAIVES AND EXPRESSLY RELEASES ANY SUCH WARRANTY AND CLAIMS FOR LOSS OR DAMAGES (INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE AND/OR PERSONAL INJURY) RESULTING FROM THE EXISTENCE AND/OR DEVELOPMENT OF SAME. NO REPRESENTATIONS HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION TO THE SECURITY OF THE PREMISES. ALL OWNERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR OF DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY. NEITHER THE ASSOCIATION, DECLARANT, PARTICIPATING BUILDERS NOR ANY SUCCESSOR TO DECLARANT OR PARTICIPATING BUILDERS SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAIL URE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY

13.17. Association and Declarant as Attorney-In-Fact

Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Ocean Residences at Surfside by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney-in-fact on behalf of such Owner or occupant to consent to any such

Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of Ocean Residences at Surfside, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 13 may not be amended without Declarant's prior written consent.

13.18. Notice of Sale.

In the event an Owner sells any Lot, the Owner is hereby required to give the Association the right of first refusal. If the Association does not exercise its right to purchase within thirty (30) days of receiving notice, the Owner shall provide the Association in writing the name of the purchaser prior to closing.

13.19. Declarant's Reservation of Rights.

Notwithstanding anything contained in the Governing Documents to the contrary, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential (e.g., multi-family residential or commercial) and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on behalf of the Declarant, Surfside Land LLC, a Florida limited liability company by its President this 3 day of March, 2023.

Signed, sealed and delivered in the presence of:

MARIA DISALVO
Print Name:

Kayla Guri
Print Name:

SURFSIDE LAND LLC, A Florida limited liability company

By: _____
Ramy Gali, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 3 day of March, 2023, by Ramy Gali as President of Surfside Land LLC, a Florida limited liability company, on behalf of the corporation. He is ☑ personally known to me or ☐ has produced _____ as identification.

{Notary Stamp}

Ashley Kronshage
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG329557
Expires 7/30/2023

Ashley Kronshage
Notary Public
My Commission Expires: 7/30/23

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY OF OCEAN RESIDENCES AT SURFSIDE

Lot 13, Block 11, SURFSIDE UNIT ONE, according to the Plat thereof, as recorded in Plat Book 10, page 17, Public Records of Saint Lucie County, Florida.

EXHIBIT B

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF OCEAN RESIDENCES AT SURFSIDE POA, INC.

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF OCEAN RESIDENCES AT SURFSIDE POA, INC.

(A Florida Not For Profit Corporation)

We, the undersigned, being the President and Secretary of OCEAN RESIDENCES AT SURFSIDE POA, INC., a Florida not for profit corporation ("Association"), in accordance with its Articles of Incorporation and Bylaws do hereby certify:

1. The Association was originally incorporated on October 5, 2022, under Document Number N22000011403, pursuant to Chapter 617 of the laws of the State of Florida.

2. The original Articles of Incorporation of the Association ("Original Articles") are hereby duly amended and restated in their entirety in accordance with the provisions of Section 617.1007(1), Florida Statutes and Article IX of the Original Articles by the Board of Directors of the Association and no Members are entitled to vote thereon.

3. These Amended and Restated Articles of Incorporation have been duly executed by the President and Secretary of the Association on the dates hereinafter set forth on the execution page.

4. As so adopted, these Amended and Restated Articles of Incorporation replace the Original Articles in their entirety and are substituted therefor.

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings. or if defined below as defined in the Declaration:

1. "Articles" means these Amended and Restated Articles of Incorporation and any amendments hereto.

2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Home Assessments" and "Special Assessments (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.

3. "Association" means Ocean Residences at Surfside POA, Inc., a Florida not for profit corporation. The Association is not a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

4. "Board" means the Board of Directors of the Association.

5. "Bylaws" means the Bylaws of the Association and any amendments thereto.

6. "City" means the City of Fort Pierce, Florida.

7. "Common Area" or "Common Property" means the property more particularly described in Article 1 of the Declaration.

8. "County" means Saint Lucie County, Florida.

9. "Declarant" means Surfside Land LLC, a Florida limited liability company, and any successor or assign thereof to which Surfside Land LLC specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant.

10. "Declaration" means the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Residences at Surfside, which is intended to be recorded amongst the Public Records of the County, and any amendments thereto.

11. "Director" means a member of the Board.

12. "Governing Documents" means in the aggregate the Declaration, the Articles and the Bylaws, the Plat, and any additional plat, any rules and regulations of the Association which may be promulgated, and all of the instruments and documents referred to therein.

13. "Home" means an attached residential dwelling unit constructed within Ocean Residences at Surfside, which is designed and intended for use and occupancy as a single-family residence.

14. "Lot" means any parcel of land within Ocean Residences at Surfside as shown on the Plat or any additional plat upon which a Home is permitted to be constructed, together with the Improvements thereon. Upon completion of construction of a Home on a Lot such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in the Declaration and the Governing Documents.

15. "Member" means the Owner of a Lot in Ocean Residences at Surfside.

16. "Ocean Residences at Surfside" means that planned residential development located in the City and County which encompasses the Property. Ocean Residences at Surfside is presently intended to compromise Four (4) Homes and Common Property, but subject to change in accordance with the Declaration.

17. "Owner" means the record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot or Home within Ocean Residences at Surfside, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.

18. "Plat" means the plat of OCEAN RESIDENCES AT SURFSIDE, according to the plat thereof recorded or to be recorded in the Public Records of Saint Lucie County, Florida. In the event an additional plat is recorded in the Public Records of the County with respect to the Additional Property made subject to the Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the additional plat. Not all of the property shown on the Plat is subject to the Declaration.

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such term appears in these Articles.

ARTICLE II
NAME

The name of this corporation shall be OCEAN RESIDENCES AT SURFSIDE POA, INC., a Florida not for profit corporation, whose principal address and mailing address is c/o Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467.

ARTICLE III
PURPOSES

The purpose for which the Association is organized is to take title to administer, operate, maintain finance, repair, replace, manage and lease the Common Area in accordance with the terms of, and purposes set forth in, the Governing Documents and to carry out the covenants and enforce the provisions of the Governing Documents.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed hv the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have alt of the powers granted to the Association in the Governing Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to the following:

1. To perform any act required or contemplated by it under the Governing Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association. The foregoing shall include the power to levy and collect adequate Assessments for the costs of insurance maintenance, repair and operation for Common Property and the drainage system, including but not limited to, costs associated with maintenance, repair and operation of retention areas, drainage structures and drainage easements.

4. To enforce by legal means the obligations of the Members and the provisions of the Governing Documents.

5. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the maintenance, operation, administration and management of the Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Property and to delegate to such professional manager certain powers and duties of the Association.

6. To enter into the Declaration and any amendments thereto and instruments referred to therein.

7. To provide, to the extent deemed necessary, by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Ocean Residences at Surfside in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls and enforcement which will enhance the quality of life at Ocean Residences at Surfside.

8. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

9. To exercise and enforce architectural control, maintenance and use restrictions in accordance with the Declaration.

10. To operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the District Permit, as such District Permit may be amended, modified or reissued from time to time, and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.

11. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Governing Documents, for which the Owners will be responsible, the Association shall be required to obtain the approval of

three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Governing Documents;

(c) the enforcement of any applicable use and occupancy restrictions contained in the Governing Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or

(e) filing a compulsory counterclaim.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Home from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant. Until the First Conveyance, Declarant shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, with the exception that the Declarant shall be entitled to vote five (5) votes for each Lot owned until the Turnover Date. After the Turnover Date, each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member with one (1) vote for each Lot owned, with the exception of the Owner of either of the two (2) exterior Lots, which Owner is entitled to five (5) votes for each such Lot owned.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording or an instrument or conveyance amongst the Public Records of the County.

D. No Member may assign, hypothecate or transfer in any manner their membership in the Association except as an appurtenance to their Lot.

E. Any Member who conveys or loses title to a Lot by gift, sale, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

F. There shall be only one (1) vote for each Lot. If there is more than one (1) Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one (1) natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity ("Voting Representative"), and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot shall not be considered for a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a married couple they may, but shall not be required to, designate a Voting Representative. In the event a certificate designating a Voting Representative is not filed by the married couple, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

G. A quorum shall consist of persons entitled to cast at least fifty percent (50%) of the total number of votes of the Members.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association by unanimous vote of the Owners (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of the Articles is: Ramy Gali, 9481 Campi Drive, Lake Worth, FL 33467.

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President, Secretary and Treasurer, and additional Assistant Vice President(s), as needed.

The Board shall elect the President, Vice President, Secretary and Treasurer, and as many additional Assistant Vice Presidents, as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two (2) or more offices, the duties of which are not incompatible; however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Ramy Gali
Vice President/Treasurer	Daniel Kecskes
Secretary	Cigdem Gali

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the "Declarant's Resignation Event" (as hereinafter defined) shall be not less than three (3) nor more than five (5), as the Board shall from time to time determine prior to each meeting at which Directors are to be elected. Except for Declarant-appointed Directors, Directors need not be Members or the parents, children or spouses or officers or directors of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAMES	ADDRESSES
Ramy Gali	9481 Campi Drive, Lake Worth, FL 33467
Daniel Kecskes	9481 Campi Drive, Lake Worth, FL 33467
Cigdem Gali	9481 Campi Drive, Lake Worth, FL 33467

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Declarant intends that Ocean Residences at Surfside will contain Four (4) Lots with Homes constructed thereon (collectively, "Total Developed Lots"). Notwithstanding the foregoing, however, Declarant has reserved the right in the Declaration to modify the plan of development for Ocean Residences at Surfside and the right to, among other things, modify the site plan and the right to change the recreational facilities, amenities, Home product types and the number of Homes to be constructed within Ocean Residences at Surfside, and/or the right to add land or withdraw land from Ocean Residences at Surfside, all in its sole and absolute discretion.

D. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws: provided, however, that the Members shall be given at least fourteen (14) days' prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

F. At the Initial Election Meeting, Purchaser Members, who shall include all Members other than Declarant, the number of which may change from time to time, shall elect two (2) of the Directors, and Declarant, until the Declarant's Resignation Event, shall be entitled to (but not obligated to) designate one (1) Director (same constituting "Initial Election Board"). Declarant

reserves and shall have the right, until the Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

G. The Board shall continue to be so designated and elected, as described in Paragraph F, above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following the Declarant's Resignation Event or until a Member-elected Director is removed in the manner herein provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or the agreement in writing of a majority of the voting interests for any reason deemed to be in the best interests of the Members. A meeting of the Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of fifty percent (50%) of the Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

H. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members for a one (1) year term.

ARTICLE XI
INDEMNIFICATION

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and post judgment proceedings, reasonably incurred by or imposed upon them in connection with any negotiation, proceeding, arbitration, litigation or settlement in which they becomes involved by reason of their being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that they are or are adjudged guilty of willful misfeasance or malfeasance in the performance of their duties, the indemnification provisions in this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute of common law.

ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. These Articles may be amended solely the written consent by majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

B. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV

REGISTERED OFFICE AND REGISTERED AGENT

The name and street address of the initial registered agent of the Association is Gregg M. Casalino, Collins Brown Barkett, Chartered, 756 Beachland Boulevard, Vero Beach, FL 32963.

The undersigned, being the President and Secretary of the Association, hereby affirm that the foregoing Amended and Restated Articles of Incorporation were duly adopted by Unanimous Written Consent of the Board of even date herewith.

By: Ramy Gali
Ramy Gali (Mar 8, 2023 12:33 EST)
Ramy Gali, President

Attest:
Cigdem Gali (Mar 8, 2023 12:34 EST)
Cigdem Gali, Secretary

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Amended and Restated Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

By:
Gregg M. Casalino

Dated: 3/8/23

EXHIBIT C

BYLAWS OF OCEAN RESIDENCES AT SURFSIDE POA, INC.

BYLAWS
OF
OCEAN RESIDENCES AT SURFSIDE POA, INC.
(A Florida Not For Profit Corporation)

Section 1. IDENTIFICATION OF ASSOCIATION

These are the Bylaws of OCEAN RESIDENCES AT SURFSIDE POA, INC., ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The office of the Association shall be for the present at c/o Surfside Land LLC, 9481 Campi Drive, Lake Worth, FL 33467, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. EXPLANATION OF TERMINOLOGY

The terms defined in the Amended and Restated Articles of Incorporation of the Association ("Articles") as well as in the Declaration of Covenants, Conditions, Restrictions and Easements for Ocean Residences at Surfside ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. MEMBERSHIP; MEMBERS' MEETINGS; VOTING AND PROXIES

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at the office of the Association or at such other place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the

right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"), shall be given to each Member entitled to vote thereat at their last known address as it appears on the books of the Association and shall be mailed or hand delivered to the said address or electronically transmitted to the location furnished by the Member for that purpose not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing, delivery or electronic transmission shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Governing Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast fifty percent (50%) of the total number of votes of the Members. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Governing Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Members may vote for Directors in person or by Proxy. Members are not permitted to vote for Directors by absentee ballot. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairperson" (as hereinafter defined in Paragraph 7.2) shall supervise the election, count and verify ballots, disqualify votes if

such disqualification is justified under the circumstances and certify the results of the election to the Board.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by absentee ballot. Proxies may be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy.

3.11. The voting on any matter at a Meeting shall not be by secret ballot unless upon unanimous request of the holders of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. BOARD; DIRECTORS' MEETINGS

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until their successor is duly elected and qualified or until they resign or are removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary; if not, however, notice

of the organizational meeting shall be given in accordance with Section 720.303(2) of the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places at the office of the Association or at such other place in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third 1/3) of the Directors. Any such special meeting may be held at the office of the Association or at such other place in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally, by mail, telephone or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.7 Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12. Meetings of the Board shall be open to all Members. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege. Members shall have the right to participate in meetings with reference to all designated agenda items in accordance with the HOA Act and any rules and regulations promulgated by the Association. In the event a Member conducts themself in a manner detrimental to the carrying on of the meeting,

then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that they are a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.13. Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

Section 5. POWERS AND DUTIES OF THE BOARD

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Governing Documents, as well as all of the powers and duties of a director of a corporation not for profit not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

Section 6. LATE FEES

An Owner who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five Dollars and No/100 ($25.00) or five percent (5%) of the past due amount, whichever is greater, by the Association for such late Assessment. This amount is subject to change in the Board's sole discretion. In addition, any party who fails to pay any Assessment within ten (10) days of the due date shall be charged interest thereon from the date due until paid at eighteen percent (18%) per annum. Lot Owners shall be responsible to pay all Legal Fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced.

Section 7. OFFICERS OF THE ASSOCIATION

7.1. Executive officers of the Association shall be the President, who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers, including one or more Assistant Vice Presidents, and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices

simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Treasurer.

7.2. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as the President may, in their discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairperson") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated as "First Vice President", "Second Vice President", etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and they shall perform all of the duties incident to the office of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Ocean Residences at Surfside.

Section 8. RESIGNATIONS

Any Director or officer may resign their post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The

acceptance of a resignation shall not be required to make it effective. The conveyance of all Homes owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

Section 9. ACCOUNTING RECORDS; FISCAL MANAGEMENT

9.1. The Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Ocean Residences at Surfside which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November or December of the year preceding the year to which the Budget applies. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to each Member, upon request, and each Owner shall be given notice of the Individual Home Assessment applicable to their Home(s). The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Home Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Association at their last known address or email address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to ensure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the accrual basis method of accounting.

9.4. Individual Home Assessments shall be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a Special Assessment or an upward adjustment to the Individual Home Assessment.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at their last known address shown on the records of the Association.

9.8 The Association shall procure, maintain and keep in full force and effect, insurance as may be required by the Declaration to protect the interests of the Association and the Members.

Section 10. RULES AND REGULATIONS

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of Ocean Residences at Surfside; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Governing Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Property, same shall be conspicuously posted and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to ensure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. PARLIAMENTARY RULES

The then-latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Governing Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 12. ROSTER OF OWNERS

Each Owner shall file with the Association a copy of the deed or other document showing their ownership of a Lot in Ocean Residences at Surfside. The Association shall maintain such information. The Association shall also maintain the electronic mailing addresses and numbers designated by Owners for receiving notices sent by electronic transmission of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein.

Section 13. AMENDMENT OF THE BYLAWS

13.1. These Bylaws may be amended by affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws.

13.2. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant for so long as Declarant holds title to at least one (1) Home; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

13.3. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 14. MEDIATION

Pursuant to the HOA Act, mandatory mediation before the Department of Business and Professional Regulation ("Department") shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described therein.

Section 15. RECALL OF BOARD MEMBERS AND ELECTION DISPUTES

Pursuant to the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Board may be recalled and removed from office as provided for and described in the HOA Act.

Section 16. NOTICE AND HEARING PROCEDURE

In those instances which specifically provide an Owner the right of Notice and a Hearing, the following procedures and provisions shall apply:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing the Board. If the Board, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration. A fine of less than One Thousand and No/100 Dollars ($1,000.00) may not become a lien against a Lot.

E. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or imposition of suspension of voting rights upon any Owner because of such Owner's failure to pay Assessments or other monetary obligations or charges which are due for more than ninety (90) days.

F. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Home to have vehicular and pedestrian ingress to and egress from such Home, including, but not limited to, the right to park, nor to provide access to utility services provided to the Home.

Section 17. INTERPRETATION

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

The foregoing Bylaws of Ocean Residences at Surfside POA, Inc. were adopted by the Board of Directors as of the date of filing the Amended and Restated Articles of Incorporation for the Association.

By: Ramy Gali
Ramy Gali (Mar 8, 2023 12:33 EST)
Ramy Gali, President

By: Dan Kecskes (Mar 8, 2023 12:21 EST)
Daniel Kecskes, Vice President/Treasurer

By: Cigdem Gali (Mar 8, 2023 12:34 EST)
Cigdem Gali, Treasurer

Electronic Articles of Incorporation For

OCEAN RESIDENCES AT SURFSIDE POA, INC.

N22000011403
FILED
October 05, 2022
Sec. Of State
tscott

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

OCEAN RESIDENCES AT SURFSIDE POA, INC.

Article II

The principal place of business address:

9481 CAMPI DRIVE
LAKE WORTH, FL. 33467

The mailing address of the corporation is:

9481 CAMPI DRIVE
LAKE WORTH, FL. 33467

Article III

The specific purpose for which this corporation is organized is:

THE PURPOSE FOR WHICH THE ASSOCIATION IS ORGANIZED IS TO MANAGE, OPERATE, AND MAINTAIN THE SUBDIVISION KNOWN AS OCEAN RESIDENCES AT SURFSIDE.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

GREGG M CASALINO
756 BEACHLAND BOULEVARD
VERO BEACH, FL. 32963

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: GREGG M. CASALINO

N22000011403
FILED
October 05, 2022
Sec. Of State
tscott

Article VI

The name and address of the incorporator is:

RAMY GALI
9481 CAMPI DRIVE

LAKE WORTH, FL 33467

Electronic Signature of Incorporator: RAMY GALI

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

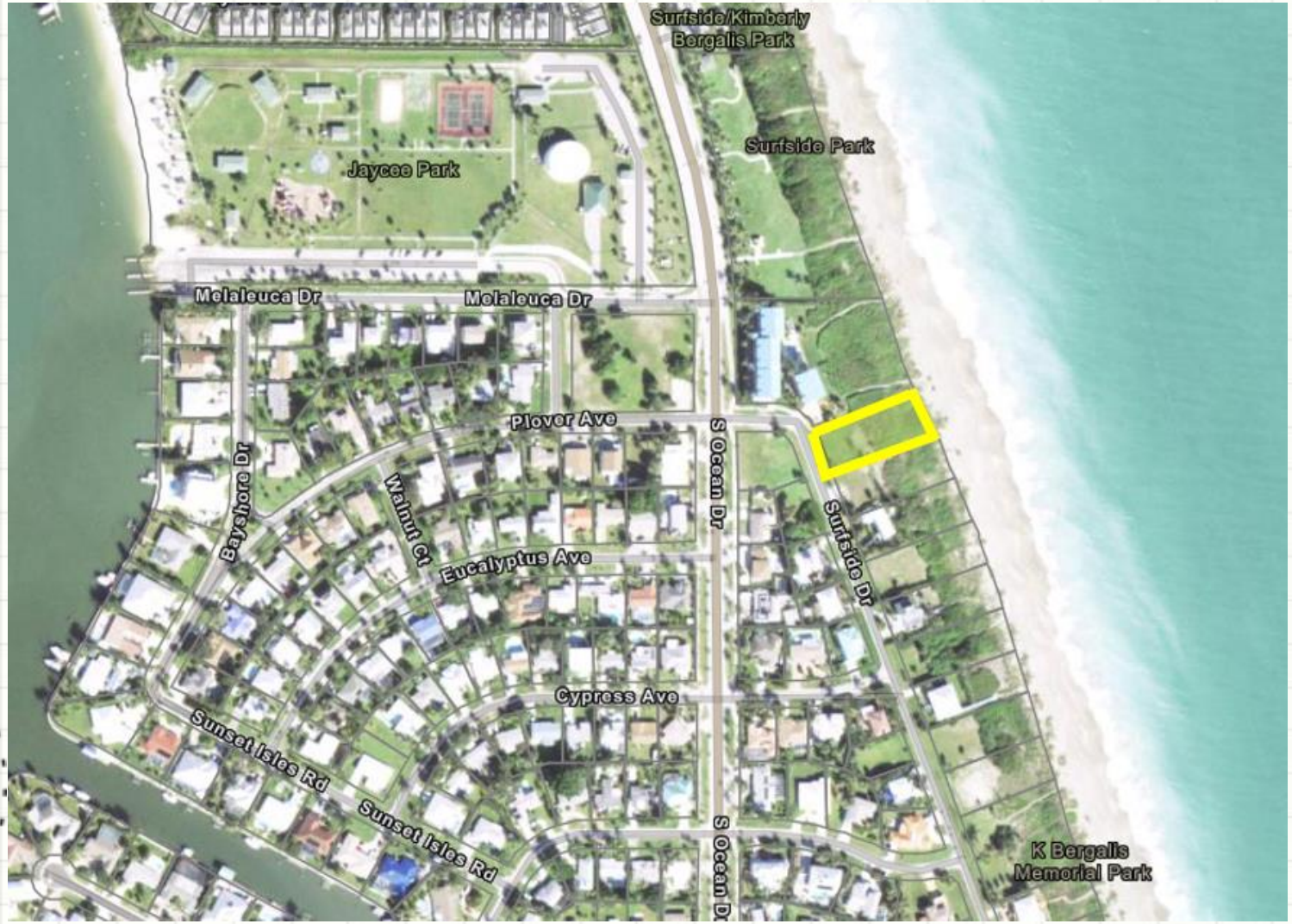
The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
RAMY GALI
9481 CAMPI DRIVE
LAKE WORTH, FL. 33467 US

Title: VP,T
DANIEL KECSKES
9481 CAMPI DRIVE
LAKE WORTH, FL. 33467 US

Title: S
CIGDEM GALI
9481 CAMPI DRIVE
LAKE WORTH, FL. 33467 US

Final Plat



Surfside Multi-Family Final Plat

Final Plat

Applicant:
Regina Karner, PSM – Karner Surveying Inc.

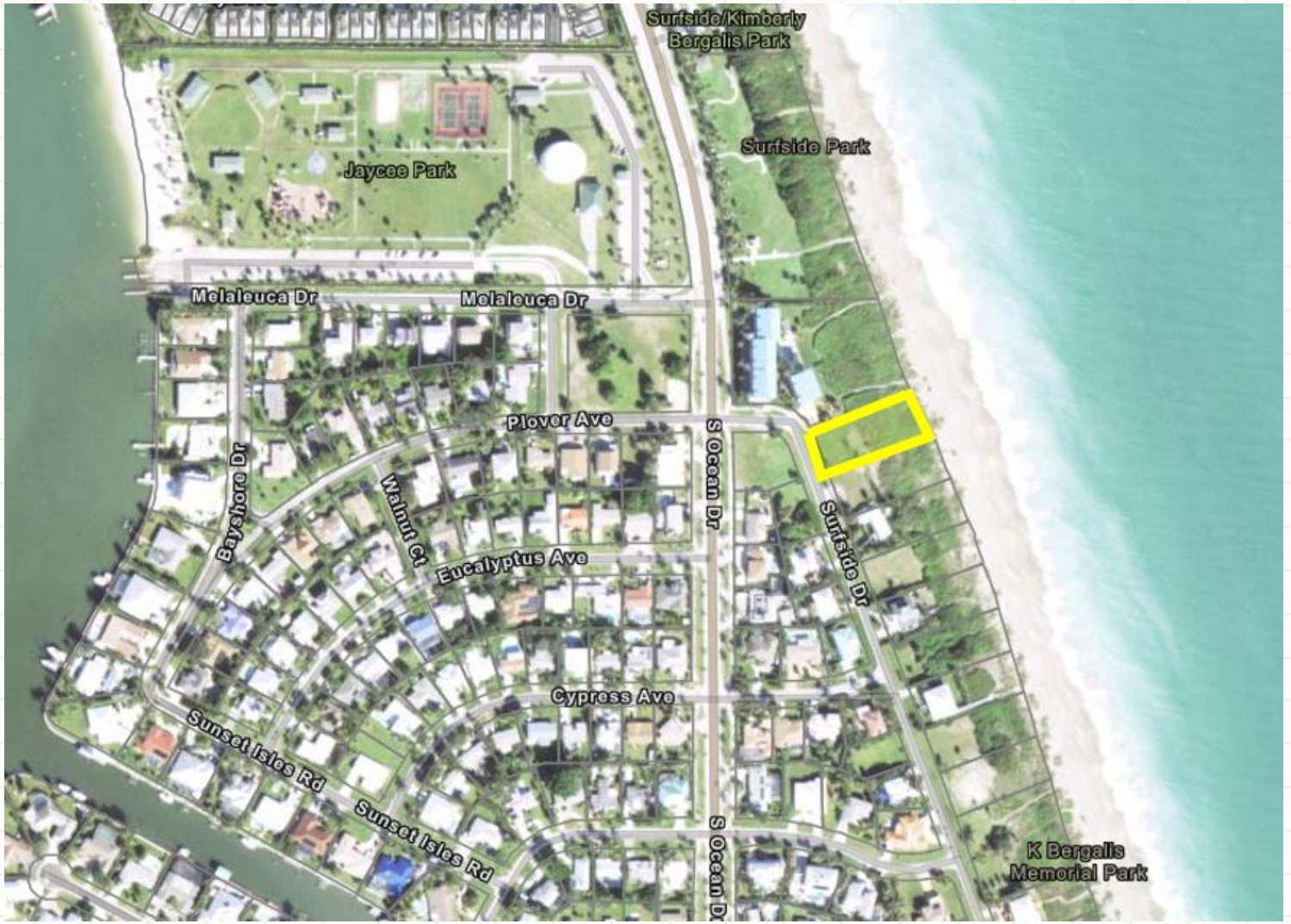
Property Owner:
Surfside Land, LLC

Parcel IDs:
2412-501-0132-000-3

Final Plat

Summary:
Request for review of an application for a final plat to subdivide 1 parcel into 4 platted Multi-Family lots.

Aerial Map



- **0.54 +/- acres**

Future Land Use Map



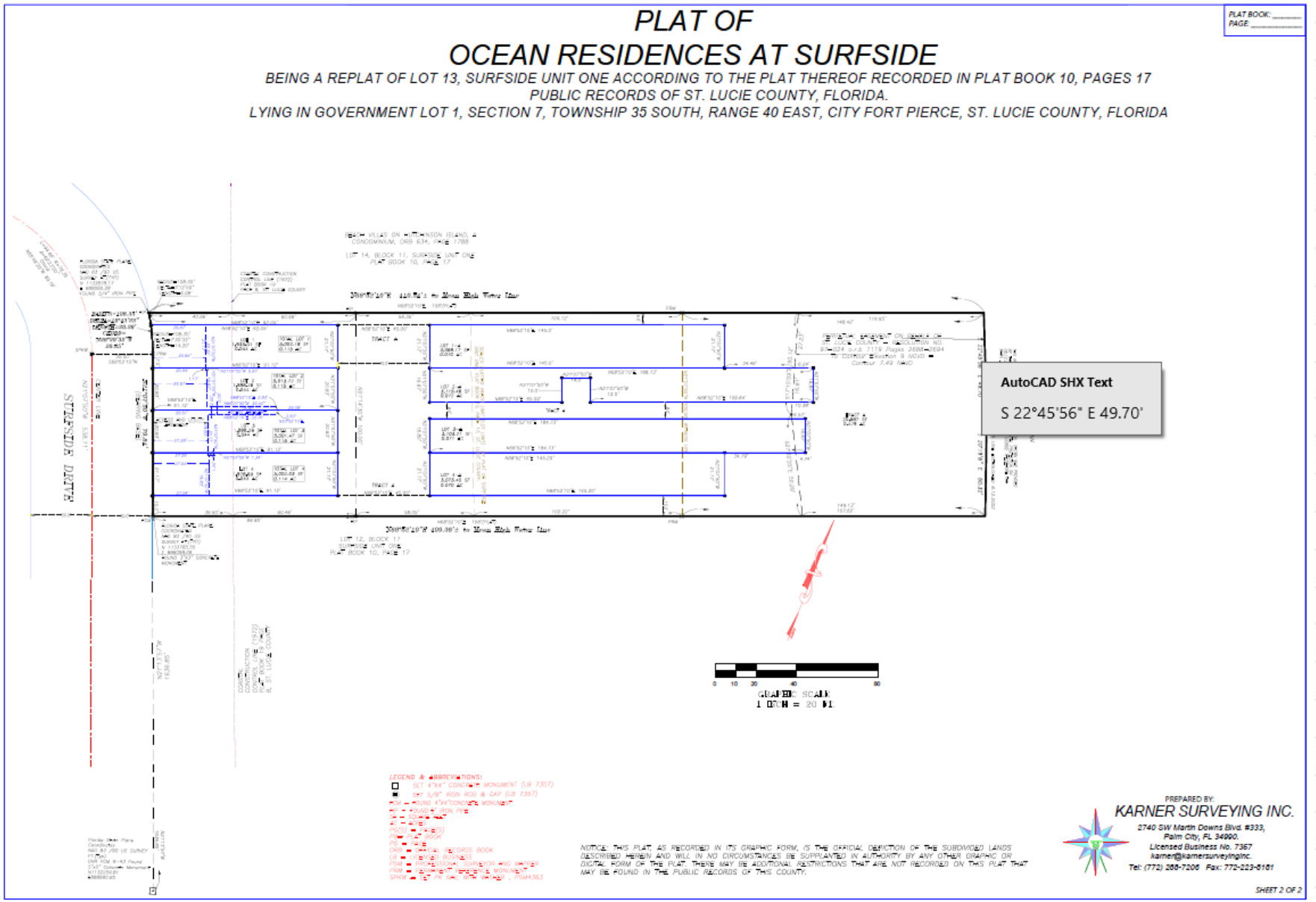
Future Land Use: Hutchinson Island Residential (HIR)

Zoning Map

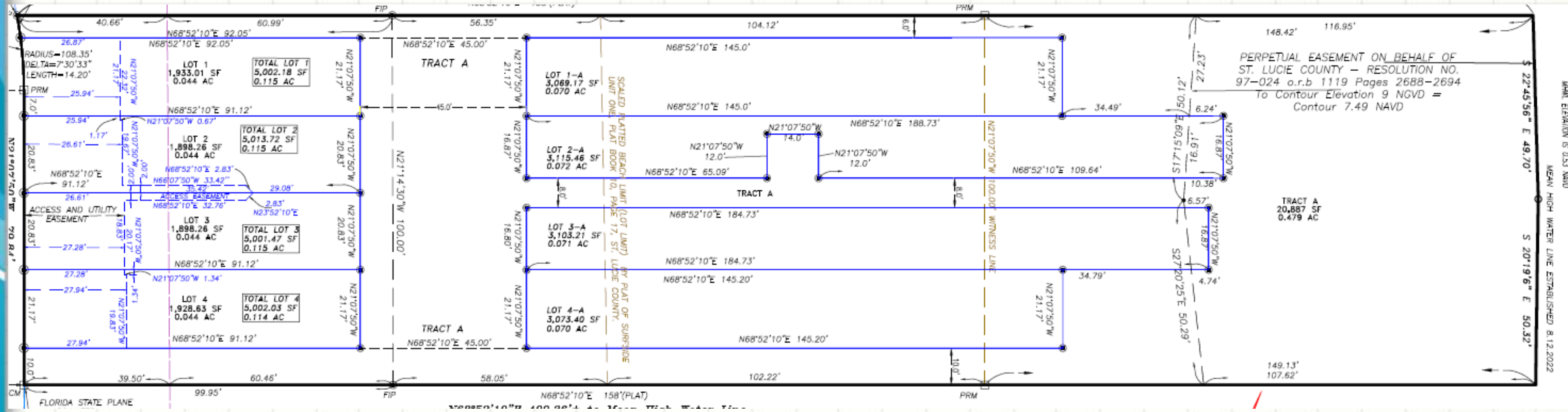


Zoning: Hutchinson Island Medium Density (R-4A)

Plat


PLAT OF
OCEAN RESIDENCES AT SURFSIDE
BEING A REPLAT OF LOT 13, SURFSIDE UNIT ONE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 10, PAGES 17
PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
LYING IN GOVERNMENT LOT 1, SECTION 7, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
PLAT BOOK: _____
PAGE: _____
AutoCAD SHX Text
S 22°45'56" E 49.70'
PREPARED BY:
KARNER SURVEYING INC.
2740 SW Martin Downs Blvd. #333,
Palm City, FL 34990.
Licensed Business No. 7367
karner@karnersurveyinginc.
Tel: (772) 266-7206 Fax: 772-223-6161
SHEET 2 OF 2

Plat


LOT 1
1,933.01 SF
0.044 AC
TOTAL LOT 1
5,002.18 SF
0.115 AC
LOT 2
1,898.26 SF
0.044 AC
TOTAL LOT 2
5,013.72 SF
0.115 AC
LOT 3
1,898.26 SF
0.044 AC
TOTAL LOT 3
5,001.47 SF
0.115 AC
LOT 4
1,928.63 SF
0.044 AC
TOTAL LOT 4
5,002.03 SF
0.114 AC
TRACT A
LOT 1-A
3,069.17 SF
0.070 AC
LOT 2-A
3,115.46 SF
0.072 AC
LOT 3-A
3,103.21 SF
0.071 AC
LOT 4-A
3,073.40 SF
0.070 AC
TRACT A
20,887 SF
0.479 AC
ACCESS AND UTILITY EASEMENT
ACCESS EASEMENT
PERPETUAL EASEMENT ON BEHALF OF ST. LUCIE COUNTY – RESOLUTION NO. 97-024 o.r.b 1119 Pages 2688-2694 To Contour Elevation 9 NGVD = Contour 7.49 NAVD
SCALED PLATTED BEACH LIMIT (LOT LIMIT) BY PLAT OF SURFSIDE UNIT ONE PLAT BOOK 10, PAGE 17, ST. LUCIE COUNTY.
WITNESS LINE
RADIUS=108.35'
DELTA=7°30'33"
LENGTH=14.20'
FLORIDA STATE PLANE
MEAN HIGH WATER LINE ESTABLISHED 8.12.2022

Staff's Recommendation

Staff recommends one (1) Condition:

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111

City Commission's Actions (Final Plat)

Possible actions of the City Commission:

- Recommend **APPROVAL** of the proposed Final Plat with the one condition (Staff's Recommendation).
- Recommend **APPROVAL** of the proposed Final Plat with alternative conditions
- Recommend **DISAPPROVAL** of the proposed Final Plat.

Final Plat

Surfside Multi-Family Final Plat

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Surfside Multi-Family Final Plat

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: April 16th, 2023

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Ryan Altizer **TITLE:** Senior Planner

SIGNATURE: **DATE:** 4/19/2023

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RE: Planning

RUN ONCE: Sunday, April 16, 2023

Send Proof of Publication to: Linda W. Cox, City Clerk, lcox@cityoffortpierce.com
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CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 121-9 of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 1, 2023 at 5:05 p.m., hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, to consider review and approval of an application for Final Plat, submitted by applicant Karner Surveying, Inc. , to subdivide 1 parcel into 4 platted lots at Surfside Drive, more specifically located at Parcel Control Number: 2412-501-0132-000-3.

All interested parties may appear at the meeting and be heard with respect to the Application. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk’s Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 4.16.2023

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480

FORT PIERCE, FL 34954-1480

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.
Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :
04/16/2023

Subscribed and sworn to before on April 16, 2023:

Notary, State of WI, County of Brown

3/7/27
My commission expires

KAITLYN FELTY
Notary Public
State of Wisconsin

Publication Cost: $93.60
Ad No: 0005664569
Customer No: 1309463
PO #:

# of Affidavits1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

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In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Pub Apr 16th 2023
TCN5664569

City Commission Regular Meeting - 5:05 pm **12. b.**

Meeting Date: 05/01/2023

Re: Ordinance 23-027

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 23-027 - Review and approval of an ordinance by the City Commission of the City of Fort Pierce, Florida; Rezoning the property generally located at or near 4483 south 25th street, from PD, Planned Development Zone to R-1, Single-Family Low Density Zone; Subject Property: Parcel ID: 2325-111-0001-000-2. SECOND READING

SUMMARY:

The subject property located at or near 4483 S 25th Street was annexed into the city limits of Fort Pierce and was given an incorrect zoning designation. A Zoning Atlas Map Amendment will correct this error. The property owner has signed the attached application for the City to proceed with the correction.

RECOMMENDATION:

Approval of the proposed Ordinance rezoning the property generally located at or near 4483 south 25th street, from PD, Planned Development Zone to R-1, Single-Family Low Density Zone;

ALTERNATIVES:

- Approval with alternative conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

- Technical Review Committee
- Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 23-027

Staff Presentation

Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/06/2023 11:42 AM

Form Started By: Vennis Gilmore
Started On: 04/05/2023 04:04 PM
Final Approval Date: 04/18/2023

ORDINANCE NO. 23-027

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **REZONING THE PROPERTY GENERALLY LOCATED AT OR NEAR 4483 SOUTH 25th STREET, FROM PD, PLANNED DEVELOPMENT ZONE TO R-1, SINGLE-FAMILY LOW DENSITY ZONE;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is generally located at or near 4483 South 25th Street within the City of Fort Pierce, Florida, representing approximately 1.52 acres of land, more or less; and

WHEREAS, the City of Fort Pierce Planning Board at their August 13th 2013 meeting, voted unanimously to recommend approval of the annexation of seventy-four (74) parcels; and

WHEREAS, the annexation of seventy-four (74) parcels included the subject property located at or near 4483 South 25th Street and the Oak Alley Subdivision; and

WHEREAS, the City of Fort Pierce City Commission unanimously approved Ordinance No. L-303 to annex the subject property located at or near 4483 South 25th Street and the Oak Alley Subdivision at first reading; and

WHEREAS, the City of Fort Pierce City Commission unanimously approved Ordinance No. L-303 to annex the subject property located at or near 4483 South 25th Street and the Oak Alley Subdivision at second reading; and

WHEREAS, the Annexation created by Ordinance No. L-303 either through scrivener's error or oversight inadvertently omitted an R-1, Single-Family Low Density zoning classification for the subject parcel located at or near 4483 South 25th Street in Fort Pierce, Florida; and

WHEREAS, the City of Fort Pierce, with the permission of the property owner, has applied for rezoning of the subject property generally located at or near 4483 South 25th Street from (PD) Planned Development Zone to (R-1) Single-Family Low Density Zone; and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs and to meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, the City of Fort Pierce Planning Board at their February 13th, 2023 meeting, voted unanimously to recommend approval of the rezoning; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. From and after the effective date hereof, the following described properties are hereby rezoned as follows:

Parcel ID: 2432-441-0003-000-9

From and after the effective date hereof, the following property legally described as:

LEGAL DESCRIPTION:

32 35 40 THAT PART OF S 180 FT OF NE 1/4 OF SE 1/4 OF SE 1/4-LESS E 40 FT-LYG SWLY OF FOL DESC LI: BEG AT PT ON N LI OF SD S 180 FT SD PT BEING 384.77 FT W OF W R/W S 25 ST (HAWLEY RD), TH S 8 DEG 53 MIN 23SEC E 50.07 FT, TH S 80 DEG 43 MIN 19 SEC E 81.46 FT, TH S 46 DEG 09 MIN 52 SEC E 126.19 FT, THE 205.60 FT TO W R/W S 25 ST AND END OF SPEC DESC LI-LESS E 6.02 FT M/L LYG ALG WLY R/W 25 ST AS IN OR 646-1962- (1.52 AC).

SAID PARCEL CONSISTING OF 2,458 SQUARE FEET OR 1.52 ACRES MORE OR LESS

Said property being generally located at or near 4483 South 25th Street in Fort Pierce, Florida shall be, and the Zoning Designation is hereby changed from (PD) Planned Development Zone to (R-1) Single-Family Low Density Zone, as depicted on Exhibit “A”, attached hereto and incorporated herein.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Tanya M. Earley, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 23-0xx was duly advertised by title only in the St. Lucie News Tribune on Sunday, April 2nd, 2023; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on April 17th, 2023; and was duly introduced, read by title only, and passed on second and final reading May 1st, 2023, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of May 2023.

_____
Linda Hudson
Mayor Commissioner

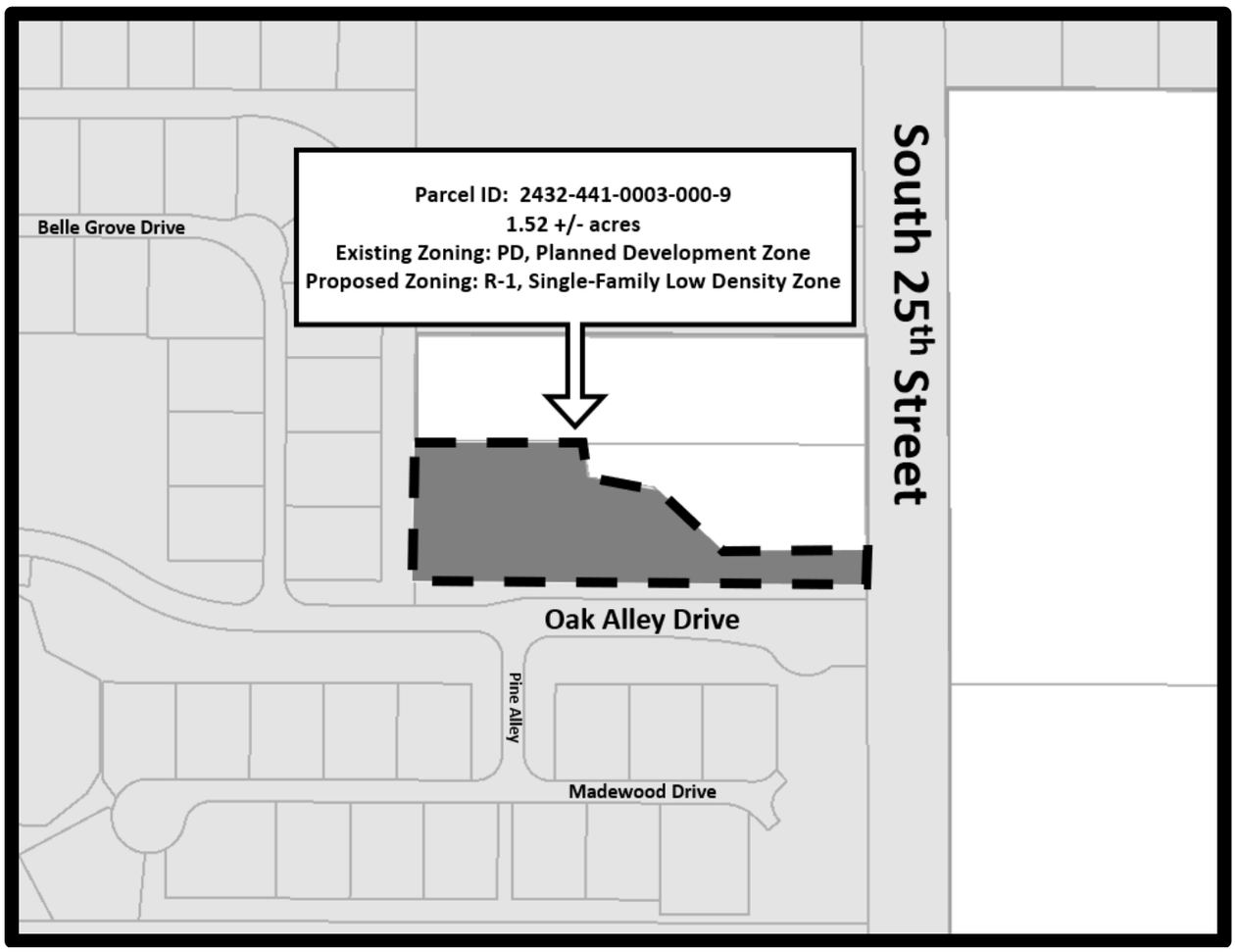
ATTEST:

_____
Linda W. Cox
City Clerk

(CITY SEAL)

EXHIBIT A

Proposed Zoning Atlas Map Amendment
(PD) Planned Development Zone to (R-1) Single-Family Low Density Zone



CITY OF FORT PIERCE

CITY COMMISSION

April 17th, 2023

Oak Alley PD – Zoning Atlas Map Amendment
4483 S 25th Street

APPLICANT

City of Fort Pierce

PROPERTY OWNER(S)

Debbie Fontaine

PARCEL ID #(S):

2432-441-0003-000-9

ZONING ATLAS MAP AMENDMENT

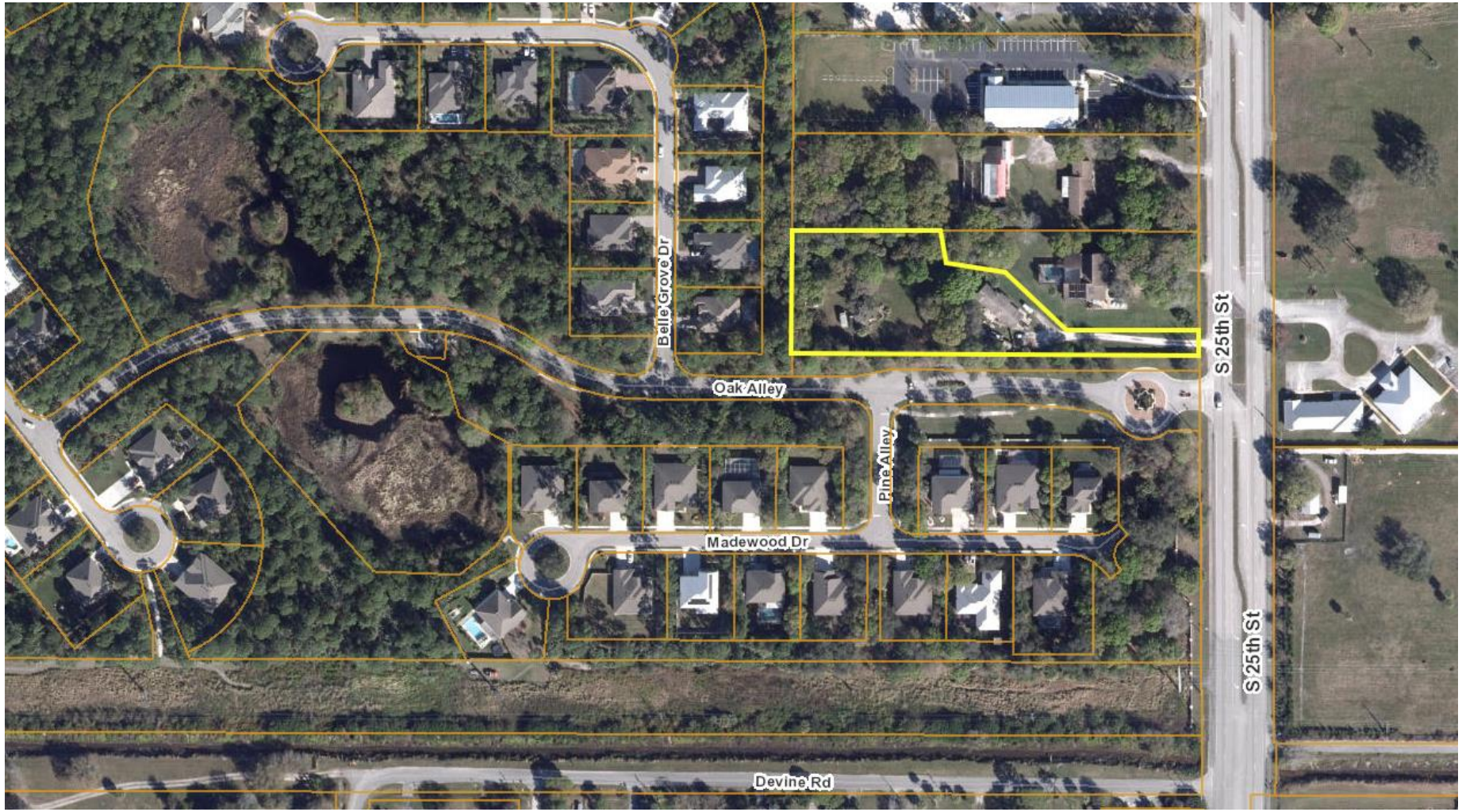
Zoning Atlas Map Amendment from PD, Planned Development Zone (1 parcel) to R-1, Low Density Residential Zone.

- **Staff recommends Approval of the request**

  - ❑ **Consistent with Section 125-212 & 125-136 of City Code & the Comprehensive Plan.**

  - ❑ **Does not adversely affect the public health, safety, convenience and general welfare.**

SITE LOCATION



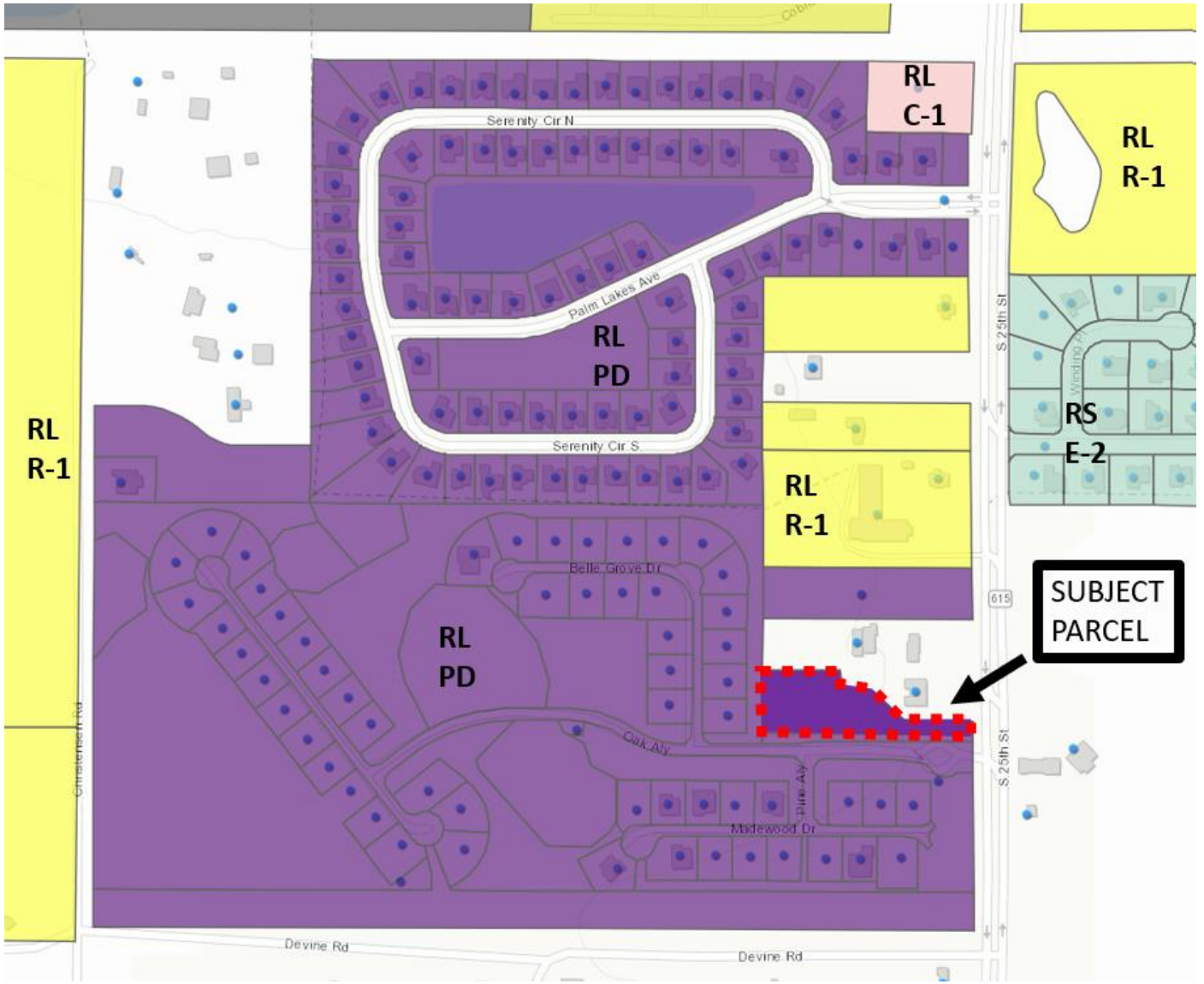
SITE AREA = Approximately 1.52 Acres

EXISTING & PROPOSED FLU - ZONING

Current FLU:
RL, Low-Density Residential

Current Zoning:
PD, Planned Development

Correct Zoning:
R-1, Single-Family Low-Density Zone



Oak Alley PD – Rezone

STAFF RECOMMENTATION

Approval of the proposed Ordinance; amending its Zoning Classification from PD, Planned Development Zone to R-1, Single-Family Low-Density Residential Zone.

CC ACTIONS

- **Possible actions of the City Commission:**

- APPROVAL of the proposed Ordinance
  - Staff recommends approval

- DISAPPROVAL of the proposed Ordinance

CITY OF FORT PIERCE

CITY COMMISSION

April 17th, 2023

Oak Alley PD – Zoning Atlas Map Amendment
4483 S 25th Street

CITY OF FORT PIERCE

CITY COMMISSION

April 17th, 2023

Oak Alley PD – Zoning Atlas Map Amendment (Scrivener's Error)
4483 S 25th Street

APPLICANT

City of Fort Pierce

PROPERTY OWNER(S)

Debbie Fontaine

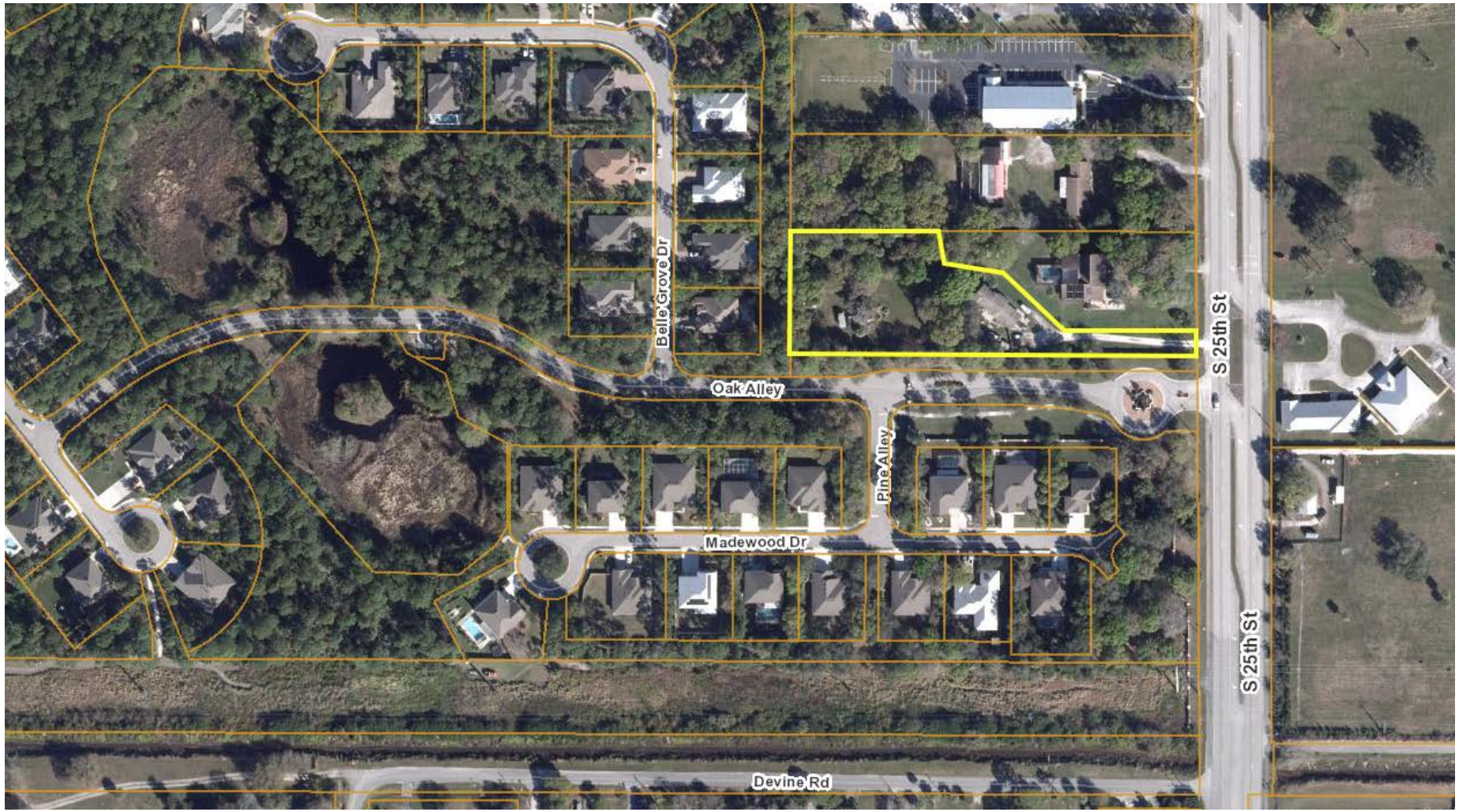
PARCEL ID #(S):

2432-441-0003-000-9

STAFF ANALYSIS

- It has been brought to the attention of The Planning Department that a scrivener's error occurred on Ordinance # L-303 on December 2, 2013.
- The subject property located at or near 4483 S 25th Street was annexed into the city limits of Fort Pierce. The subject parcel was accidentally annexed with the Oak Alley Subdivision Planned Development zoning designation.
- A Zoning Atlas Map Amendment will correct this error.
- The property owner has signed the attached application for the City to proceed with the correction.
- The Planning Department is initiating the Scrivener's Error correction on behalf of the City of Fort Pierce.

SITE LOCATION



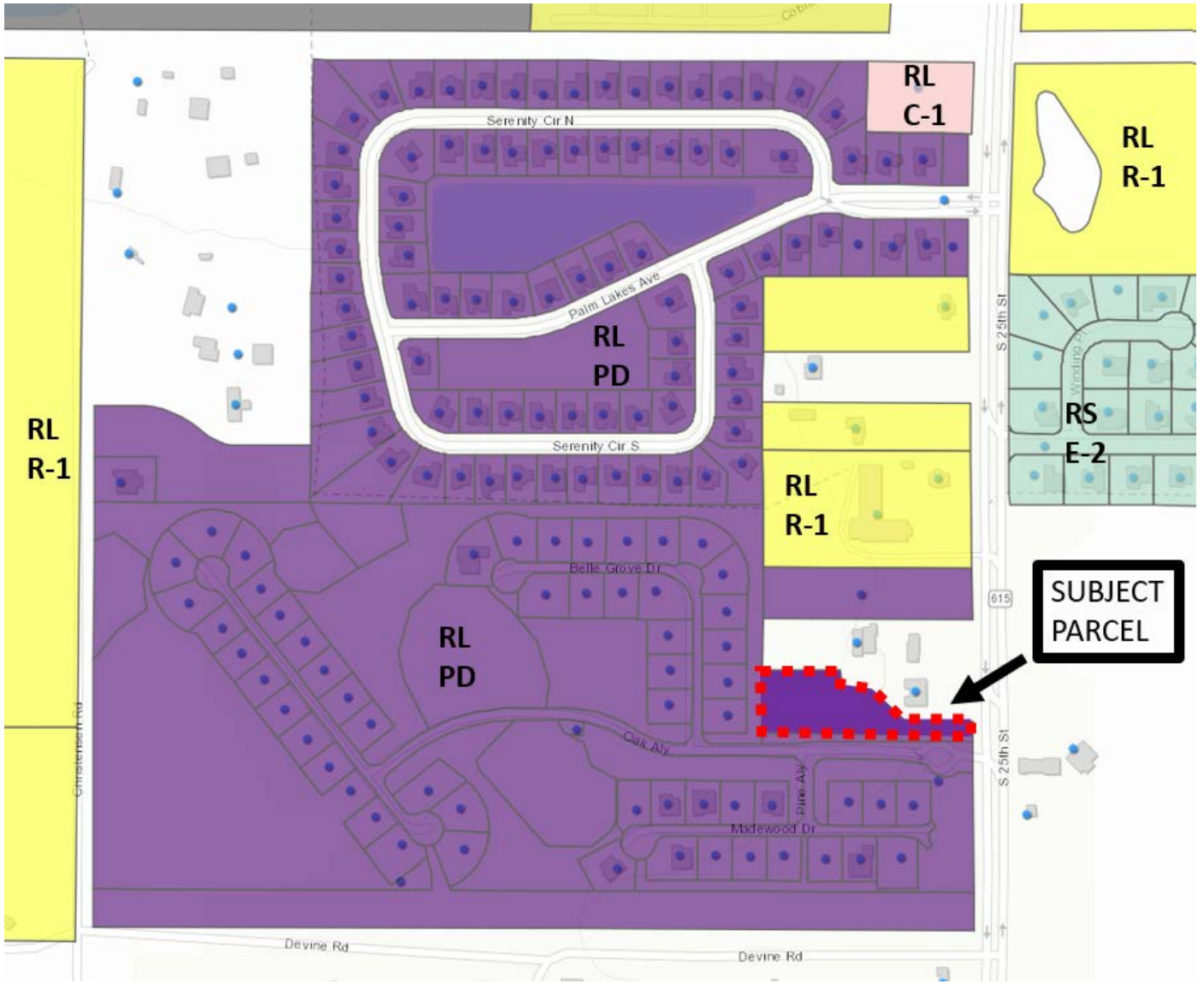
SITE AREA = Approximately 1.52 Acres

EXISTING & PROPOSED FLU - ZONING

Current FLU:
RL, Low-Density Residential

Current Zoning:
PD, Planned Development

Correct Zoning:
R-1, Single-Family Low-Density Zone



Oak Alley PD – SCRIVENER'S ERROR

STAFF RECOMMENTATION

Approval of the proposed Ordinance; Amending Ordinance No. L-303 in order to correct a scrivener's error of a parcel included within the adopted ordinance; removing the subject parcel located at 4483 S. 25th Street and amending its Zoning Classification to R-1, Single-Family Low-Density Residential Zone.

- **Possible actions of the City Commission:**

- APPROVAL of the proposed Ordinance
    - Staff recommends approval

- DISAPPROVAL of the proposed Ordinance

CITY OF FORT PIERCE

CITY COMMISSION

April 17th, 2023

Oak Alley PD – Zoning Atlas Map Amendment (Scrivener's Error)
4483 S 25th Street

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, FEBRUARY 13, 2023, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: John Heaning; Alexander Edwards; Nichelle Clemons; Uline Daniel; Harold Albury; Anton Kreisl; Frank Creyaufmiller, Chairman

Staff Present: Kev Freeman, Planning Director
Sara Hedges, Assistant City Attorney
Shyanne Helms, Economic Development Manager
Vennis Gilmore, Assistant Planning Director
Ryan Altizer, Senior Planner
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

All members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the January 9, 2023, meeting

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to approve the minutes from the January 9, 2023 meeting.

AYE: Nichelle Clemons, Uline Daniel, Harold Albury, Anton Kreisl, John Heaning, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. Future Land Use Map Amendment - Resurrection Life - 1910 S. Jenkins Road - Parcel ID: 2418-322-0001-000-5

Mr. Edwards recused himself from voting.

Mr. Altizer gave an overview of the Future Land Use Map Amendment. He explained the request is to change the future land use classification from Medium Density Residential (RM) to High Density Residential (RH) for 4.883 acres of the parcel.

Brad Currie, Applicant Representative from EDC, Inc., said this is the first of many applications that will be coming forward on the project. Mr. Currie said the intent is to develop the northern piece of the 13 acres as a church facility with three components, consisting of a worship center, education facility and sports facility. The multifamily housing that is being proposed on this property will interact with the church by having a campus style facility where people can walk from building to building. Mr. Currie stated the applicant will be submitting Planned Development zoning applications for the residential piece and for the church facility. Mr. Currie concluded by highlighting that this is a one of a kind facility in Ft. Pierce and possibly in the country.

Trevor Banks, Representative for Resurrection Life and RLCEDC Developer, stated they are planning to offer a village stye project with affordable, work force housing as well as a community health and wellness center in a 36,0000 square foot dome facility. The whole facility is a tri-dome. The church facility is a 36,000 dome, and it will neighbor two connecting domes that will be 36,000 square feet. One will be an education facility and the other dome will be the community health and wellness center. There will also be an entrepreneurship incubator business facility center.

Mr. Banks answered questions from the Board on the number of residential units, if the church will be open to the public, federal and city government funding, security at workforce housing and if community is gated.

Motion was made by Nichelle Clemons, and seconded by Harold Albury to move the proposed Future Land Use Map Amendment for approval to City Commission.

AYE: Uline Daniel, Harold Albury, Anton Kreisl, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

Other: Alexander Edwards (ABSTAIN)

Passed

7. NEW BUSINESS

Mr. Freeman stated that Mr. Sanders notified him that he would not be attending the Planning Board meeting and he has no objections to any of the items on the agenda.

a. **Annexation - Joseph Land - Parcel ID - 2427-801-0085-000-5**

Mr. Gilmore gave an overview of the annexation. He stated the request is for a voluntary annexation for one (1) parcel of land at or near 277 Dixieland Drive. Mr. Gilmore explained that the subject property has a St. Lucie County Future Land Use designation of Residential High (RH), 15 dwelling units an acre and a St. Lucie County Zoning designation of Residential, Multi-Family, (RM-11), 11 dwelling units an acre. The applicant is proposing Future Land Use designations of High Density Residential (RH) with a Zoning classification of High-Density Residential Zone (R-5).

Chairman Creyaufmiller mentioned potiential serious flooding issues by continuing to allow R-5 high-density residential in little pieces of property along US Highway 1.

Mr. Freeman said that drainage and stormwater treatment within the city should be the priority, and it needs to be addressed as a whole city. In terms of individual developments, the pervious/impervious issue will be the same ratio, regardless of zoning. The issue is how do we treat the stormwater from whatever development occurs on the property.

Mr. Gilmore stated the current St. Lucie County Future Land Use density is the same as the recommended city Future Land Use density.

Mr. Kreisl observed that the R-4 zoning is a more like for like zoning instead of R-5 zoning.

Mr. Freeman explained that the Future Land Use looks at the capacity of the whole and when you are calculating the likely impacts on the city the Future Land Use is used. He compared the zoning to layers on a cake and the Future Land Use as the cake itself. The zoning is sliced in different proportions and controlled by the city. Mr. Freeman noted that ultimately the property owner has the underlying Future Land Use as the maximum that can be built, and could be claimed as entitlement. Mr. Freeman stated It is difficult to say that R-4 or R-5 zoning is the ultimate number of properties that are put on the site. He also said It could also be converted to Planned Development.

Motion was made by Nichelle Clemons, and seconded by Harold Albury to forward a recommendation of approval to the City Commission for the annexation of parcel ID# 2427-801-0085-000-5.

AYE: Harold Albury, Anton Kreisl, John Heaning, Alexander Edwards, Nichelle Clemons, Uline Daniel, Chairman Frank Creyaufmiller

Passed

b. **Zoning Atlas Map Amendment - Oak Alley Planned Development Scrivener's Error - 4483 S. 25th Street**

Mr. Gilmore explained that a scrivener’s error occurred on Ordinance # L-303 on December 2, 2013. He stated the subject property located at 4483 S. 25th Street was annexed in the City of Fort Pierce, and it was accidentally annexed with the Oak Alley Subdivision Planned Development zoning designation. Mr. Gilmore noted that a Zoning Atlas Map Amendment will correct the error and the property owner has signed the attached application for the City to proceed with the correction. The application will amend the zoning Classification to R-1, Single-Family Low-Density Residential Zone.

Mr. Gilmore answered questions from the Board.

Motion was made by Nichelle Clemons, and seconded by Harold Albury to approve the proposed Ordinance; amending Ordinance L-303 in order to correct a scrivener's error of a parcel included within the adopted ordinance; removing the subject parcel located at 4483 S. 25th Street and amending its Zoning Classification to R-1, Single-Family Low-Density Residential Zone.

AYE: Anton Kreisl, John Heaning, Alexander Edwards, Nichelle Clemons, Uline Daniel, Harold Albury, Chairman Frank Creyaufmiller

Passed

c. **Resolution 23-R17 - Extending the Peacock Arts District Boundaries and Providing for an Effective Date**

This item was moved up and presented as 7a.

Ms. Harnage showed a map of the proposed Peacock Arts District boundaries. Ms. Harnage explained the Peacock Arts District (PAD) was formally established on January 3, 2017, and subsequently expanded on August 19, 2019. The southern boundary of the expanded area was listed as Delaware Avenue; however the parcels on the south side of the street were not included. Resolution 23-R17 corrects that issue by incorporating the parcels on both sides of Delaware Avenue in the Peacock Arts District. Ms. Harnage answered questions from the Board.

Chairman Creyaufmiller made Ms. Harnage aware of the Waiver of Distance exemption for alcoholic beverage sales might not be included in parts of the Peacock Arts District.

Motion was made by Harold Albury, and seconded by Nichelle Clemons to forward a recommendation of approval of Resolution 23-R17 to the City Commission.

AYE: John Heaning, Alexander Edwards, Nichelle Clemons, Uline Daniel, Harold Albury, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

d. **Sunshine Presentation**

Sara Hedges, Assistant City Attorney, gave a presentation to the Board on Florida's open government laws, which included the Sunshine Law, Florida's Public Records Act and Voting Conflicts of Interest. Ms. Hedges explained who the law applies to and types of gathering and communications that constitute a meeting. Ms Hedges also spoke about the policies governing opportunity of the public to be heard at public meetings and the behavior by members of the public. Ms. Hedges noted the prohibited restrictions on meetings and the consequences of violating the Sunshine Law. Ms. Hedges highlighted the seriousness of the Sunshine Law.

After the Sunshine discussion Ms. Hedges spoke about public records. She explained personal communications, retention, requests, and penalties for noncompliance.

Ms. Hedges finished with an explanation of voting conflicts of interest.

Ms. Hedges answered questions from the Board on speaking to commissioners one on one, speaking to applicants, and if the law is different for elected or appointed members.

Ms. Hedges encouraged the Board members to call her or the Commission on Ethics with

any questions or issues. She also highlighted that when a Board member has conversations with an applicant, it does not hurt to over disclose at the Board meeting, as it shows you are open with the public.

8. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

9. **DIRECTOR'S REPORT**

Mr. Freeman said he has been working on the city's strategic plan with the directors, consultant and city manager. He is waiting on the commissions decision on which planning priorities they want to move forward with.

Mr. Freeman said there was discussion at the last City Commission meeting regarding public notice, because a citizen did not get their mail delivery in a timely manner. The City Manager asked for an alternative methodology in notifying the public of when an application may affect them. Mr. Freeman is proposing a notification far in advance of when an application is being scheduled for Planning Board and City Commission.

Mr. Freeman said he is waiting on confirmation from Human Resources for a new planner to start early March 2023.

Mr. Freeman answered Mr. Albury's question regarding form based zoning in the downtown master plan. Mr. Freeman said this is only for the downtown, and it may be part of the strategic plan, and if so, it will be passed on to the Planning department.

Mr. Freeman said he has asked staff to create guidelines for adopting Historic District regulations. From the regulations he would like citizens to value the city and understand planning design and quality projects. He said the standard needs to be raised of the way the citizens live, so that they have pride with what's going on and this will encourage people to invest in the city.

10. BOARD COMMENTS

Chairman Creyaufmiller asked the Board to recuse themselves prior to an item being presented if a recusal is required.

Chairman Creyaufmiller stated he is beginning to work on changes to the Board's operating procedures, and he will bring the changes to the Board for review, with a vote at the following meeting after the review.

11. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Application for Zoning Atlas Map Amendment

Application submission shall include the following:

•**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

•**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☐ Warranty Deed & Legal Description
- ☐ St. Lucie County Property Record Card
- ☐ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☐ Current Survey
- ☐ Environmental Study
- ☐ Traffic Impact Report
- ☐ *** Capacity Analysis-Separate Form
- ☐ Drainage Analysis
- ☐ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: 4483 S 25th Street
2. Property Tax ID(s): 2432-441-0003-000-9
3. Total Acreage: 1.52
4. Existing Future Land Use Designation: RL - Low Density Residential
5. Existing Zoning Classification: PD - Planned Development
6. Proposed Zoning Classification: R-1 - Single-Family Low Density Zone
7. Other applications being submitted concurrent with this application, if any: _____

8. Describe the existing uses, improvements and structures on the amendment lands: 1 Single-Family Home

9. Are there any identified or possible historical structures on the amendment lands? No

10. The reason for making this request: An Annexation Scriveners Error on Ordinance L-303

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Institutional/ Residential	RS - Residential Urban, 5 du/ac	RF- Religious Facility AR-1 - Agricultural, 1 du/ac (St. Lucie County Zoning)
South	Residential	RL - Low Density Residential	PD - Planned Development
East	Institutional	P/F - Public Facilities	I - Industrial (St. Lucie County Zoning)
West	Residential	RL - Low Density Residential	PD - Planned Development

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RL	PD	2 du/ac	1.52	N/A
Proposed	RL	R-1	4 du/ac	1.52	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6 = persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot N/A
Demand Analysis	Maximum N/A
Current Zoning	Total gallons per day N/A
Proposed Zoning	Total gallons per day N/A
Change in Demand	**Total gallons per day** N/A

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person N/A (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum N/A
Current Zoning	Total gallons per day N/A
Proposed Zoning	Total gallons per day N/A
Change in Demand	**Total gallons per day** N/A

C. Parks and Recreation (Residential Classifications Only): N/A
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	N/A	N/A	N/A
Urban District	5 acres per 1,000 people	N/A	N/A	N/A
Community	2.5 acres per 1,000 people	N/A	N/A	N/A
Neighborhood	1.36 acres per 1,000 people	N/A	N/A	N/A

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High) N/A

	K-8	High
School Name	N/A	N/A
City	N/A	N/A
Distance	N/A	N/A
Current Zoning Enrollment Demand	N/A	N/A
Proposed Zoning Enrollment Demand	N/A	N/A
Change in Demand	N/A	N/A

E. Solid Waste:
2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units

Demand Analysis	Maximum
Current Zoning	N/A
Proposed Zoning	N/A
Change in Demand	N/A

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	N/A

III. Transportation Analysis

G. Traffic Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning	N/A	N/A
Proposed Zoning	N/A	N/A
Change in Demand	Trips N/A	Trips N/A
Impact to Capacity	N/A	

12. Name of Owner(s): Debbie Fontaine
Mailing Address: 4483 S 25th Street
City Fort Pierce State FL Zip 34981
Phone # 772-579-2961
E-mail: tboone123@gmail.com

13. Name of Applicant: City of Fort Pierce
Mailing Address: 100 N US Highway 1
City Fort Pierce State FL Zip 34950
Phone # 772-467-3000 Fax #
E-mail: planning@cityoffortpierce.com

14. Name of Representative: N/A
Mailing Address: N/A
City N/A State N/A Zip N/A
Phone # N/A Fax # N/A
E-mail: N/A

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

☐ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

☑ I (we) are not the owner of the above described property; however, the owners signature below authorizes ~~the applicants the authority to act as agent for the owner(s) of record.~~ the Applicant to submit this Application for a Change in Zoning Classification.

Applicant's Signature [signature] Date 11/22/22

100 N US Highway 1, Suite 203	FL	34950
Address	State	Zip
772-467-3737		planning@cityoffortpierce.com
Phone	Fax	E-mail Address

16. Property Owners 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 for a change in zoning classification. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Agent to act in his/her behalf for the purposes of seeking this change to the City' Land Development Regulations for the property described herein.

Debbie Fontaine (772) 579-2961
Property Owner's Name (Please Print) Phone

4483 S. 25 St FL 34981
Address State Zip

Property Owner's Signature Aug 29, 2022
Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 29 day of August, 2022, by Debbie Fontaine who is personally known to me or has produced ID as ident

Signature of Notary (seal)

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

BRITTANY MEREDITH
Notary Public-State of Florida
Commission # HH 168927
My Commission Expires
August 24, 2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

RECEIVED
DEC 05 2022
CITY OF FORT PIERCE
PLANNING & ZONING
Received
NOV 18 2022
City of Fort Pierce
City Manager's Office

TO: Sara Delgado, Redevelopment Assistant

FROM: Tanya Earley, City Attorney TME

RE: Scrivener's Error

CAO RLS File: No. 22-250

DATE: November 18, 2022

I have reviewed the above request for legal services, related to the rezoning application for a property located at 4483 S. 25th Street. The property was annexed into the City in 2013 under Ordinance L-303. Ordinance L-303 contained a typographical error and the property was assigned an incorrect zoning classification. The property owners have recently authorized planning staff to seek a correction.

With the owner's permission, planning staff initiated and prepared an application for rezoning and submitted the application for the City Manager's signature. The request for legal services asks me to "advise on a request received from the planning department," which I interpret to be a request to opine on whether the City Manager should sign the application.

The application calls for two signatures: that of the "applicant," and that of the "owner." The form states that the applicant, in this case is the City, is the "authorized agent" of the owner. At least in this instance, I recommend modifying this language to avoid any misinterpretation that the City is the agent of or providing representation to the owner. It should be sufficient to say that the owner has authorized the staff to submit the application. That said, it is ultimately the decision of the City Manager to sign or not to sign.

I am not certain how frequently this circumstance occurs. Going forward, it may be helpful to create a different form to address this circumstance, or to consider whether the normal application process is the best tool for correcting this type of error.

If I can be of further assistance, please do not hesitate to call or e-mail.

Thank you.

TE/mm

cc: Nicholas C. Mimms, P.E., City Manager
Linda Cox, City Clerk

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

RECEIVED
NOV 04 2022
City Attorney

CITY ATTORNEY USE ONLY

Date Received:	11.4.22
Assigned To:	
File:	22-250
Due Date:	
Hours:	

REQUEST FOR LEGAL SERVICES

TO: CITY ATTORNEY

SUBMITTED BY: SARA DELGADO, ADMINISTRATIVE ASSISTANT

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER ncm

RE: SCRIVENER'S ERROR – 4483 25TH STREET

DATE: NOVEMBER 3, 2022

Service Required: (please circle or underline)

Review Documents	**Draft Document**	**Written Opinion Requested**
Attend Meetings	**Advise**	**Other:** _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

1. **Brief statement of the nature of the request or problem:** Please advise on a request received from the Planning Department to apply for a Zoning Atlas Map Amendment due to a Scrivener's Error.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:**

3. **Time considerations and their significance:**

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** No

5. **Factual background:** See attached.

   List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:** N/A

6. **If this is a request for review of a contract, provide the following:**

a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:**

b. **Insurance requirements that differ from the City's template insurance terms:**

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Nicholas Mimms, P.E., City Manager

FROM: Vennis Gilmore, Senior Planner

THRU: Kevin Freeman, Planning Director

RE: Scrivener's Error – 4483 S 25th Street

DATE: August 30, 2022

Received
AUG 31 2022
City of Fort Pierce
City Manager's Office

It has been brought to the attention of The Planning Department that a scrivener's error occurred on Ordinance # L-303 on December 2, 2013. The subject property located at or near 4483 S 25th Street was annexed into the city limits of Fort Pierce. The subject parcel was accidentally annexed with the Oak Alley Subdivision Planned Development zoning designation. The attached Zoning Atlas Map Amendment will correct this error. The property owner has signed the attached application for the City to proceed with the correction. We ask that the City Manager sign the Applicant's Signature on page 4 of the 5 pages because the Planning Department is initiating the Scrivener's Error correction on behalf of the City of Fort Pierce.

SH

Please review and get back to me with your recommendations

NICK

Cc: Jennifer Robinson, Executive Assistant to the City Ma

Attachments: Zoning Atlas Map Amendment Application
Ordinance L-303

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3908393 12/18/2013 at 01:53 PM
OR BOOK 3588 PAGE 2723 - 2730 Doc Type: ORDN
RECORDING: $69.50

ORDINANCE NO. L-303

AN ORDINANCE **EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE 4483 S 25th STREET AND THE SUBDIVISION KNOWN AS OAK ALLEY** AS RECORDED IN PLAT BOOK 54 PAGE 26 AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2014; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; CERTIFYING PUBLICATION OF THIS ORDINANCE; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWTIH; AND PROVIDING FOR THE EFFECTIVE DATE HEREOF.

WHEREAS, Part I, Chapter 171, Florida Statutes, set forth a procedure for Municipal Annexation;

WHEREAS, in Chapter 171.044 F.S., the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality, and;

WHEREAS, the owner or owners have signed an agreement with the Fort Pierce Utility Authorities for the provision of water service and/or sewer service outside the City limits of the City of Fort Pierce, and have agreed to be voluntarily annexed into the City of Fort Pierce and;

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, be and they are hereby extended to annex to the said City the property described herein and attached in Exhibit A:

a) 4483 S. 25th Street, Parcel ID 2432-441-0003-000-9
Legal Description:
32 35 40 THAT PART OF S 180 FT OF NE 1/4 OF SE 1/4 OF SE 1/4-LESS E 40 FT- LYG SWLY OF FOL DESC LI: BEG AT PT ON N LI OF SD S 180 FT SD PT BEING 384.77 FT W OF W R/W S 25 ST (HAWLEY RD), TH S 8 DEG 53 MIN 23SEC E 50.07 FT, TH S 80 DEG 43 MIN 19 SEC E 81.46 FT, TH S 46 DEG 09 MIN 52 SEC E 126.19 FT, THE 205.60 FT TO W R/W S 25 ST AND END OF SPEC DESC LI-LESS E 6.02 FT M/L LYG ALG WLY R/W 25 ST AS IN OR 646-1962- (1.52 AC) (OR 1277-2673)

b) Multiple Addresses, Parcel IDs:

2432-441-0003-000-9	2432-801-0062-000-4	2432-801-0072-000-7
2432-801-0041-000-1	2432-801-0043-000-5	2432-801-0071-000-0
2432-801-0035-000-6	2432-801-0044-000-2	2432-801-0070-000-3
2432-801-0036-000-3	2432-801-0045-000-9	2432-801-0069-000-3
2432-801-0038-000-7	2432-801-0052-000-1	2432-801-0058-000-3
2432-801-0039-000-4	2432-801-0034-000-9	2432-801-0059-000-0
2432-801-0073-000-4	2432-801-0051-000-4	2432-801-0060-000-0
2432-801-0053-000-8	2432-801-0050-000-7	2432-801-0061-000-7
2432-801-0065-000-5	2432-801-0019-000-8	2432-801-0057-000-6
2432-801-0010-000-5	2432-801-0020-000-8	2432-801-0042-000-8
2432-801-0023-000-9	2432-801-0021-000-5	2432-801-0063-000-1
2432-801-0024-000-6	2432-801-0022-000-2	2432-801-0064-000-8
2432-801-0068-000-6	2432-801-0004-000-0	2432-801-0014-000-3
2432-801-0067-000-9	2432-801-0005-000-7	2432-801-0031-000-8
2432-801-0046-000-6	2432-801-0006-000-4	2432-801-0029-000-1
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2432-801-0018-000-1	2432-801-0012-000-9	2432-801-0032-000-5
2432-801-0054-000-5	2432-801-0013-000-6	2432-801-0055-000-2
2432-801-0048-000-0	2432-801-0015-000-0	2432-801-0026-000-0
2432-801-0025-000-3	2432-801-0016-000-7	2432-801-0033-000-2
2432-801-0002-000-6	2432-801-0017-000-4	2432-801-0066-000-2
2432-801-0003-000-3	2432-801-0075-000-8	

Legal Description: Oak Alley Subdivision (PB54-26)

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit A hereof as of January 1, 2014 and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years.

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

SECTION 4. That upon this ordinance becoming effective, the land herein described on Exhibit A and annexed to the territorial limits of the City of Fort Pierce shall be and the same is zoned PUD, Planned Unit Development, and assigned a future land use designation is RL, Low Density Residential, as shown on Exhibit B.

SECTION 5. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 6. This Ordinance shall be and become effective immediately upon final passage.

STATE OF FLORIDA)
ST. LUCIE COUNTY) ss

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. L-303 was duly advertised in accordance with Section 171.044(2) of the Florida Statues in the St. Lucie News Tribune on November 10, 2013, and on November 17, 2013; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida on November 18, 2012; and was duly introduced, read by title only and passed on second and final reading on December 2, 2013, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this the 2nd day of December 2013.

Linda Hudson
Mayor Commissioner

Lynda W. Cox
City Clerk

(CITY SEAL)

EXHIBIT A to ORDINANCE No. L-303

Parcel IDs and Legal Descriptions of Parcels Included in Annexation

Parcel ID: 2432-441-0003-000-9

32 35 40 THAT PART OF S 180 FT OF NE 1/4 OF SE 1/4 OF SE 1/4-LESS E 40 FT- LYG SWLY OF FOL DESC LI: BEG AT PT ON N LI OF SD S 180 FT SD PT BEING 384.77 FT W OF W R/W S 25 ST (HAWLEY RD), TH S 8 DEG 53 MIN 23SEC E 50.07 FT, TH S 80 DEG 43 MIN 19 SEC E 81.46 FT, TH S 46 DEG 09 MIN 52 SEC E 126.19 FT, THE 205.60 FT TO W R/W S 25 ST AND END OF SPEC DESC LI-LESS E 6.02 FT M/L LYG ALG WLY R/W 25 ST AS IN OR 646-1962- (1.52 AC) (OR 1277-2673)

AND

Parcel IDs:

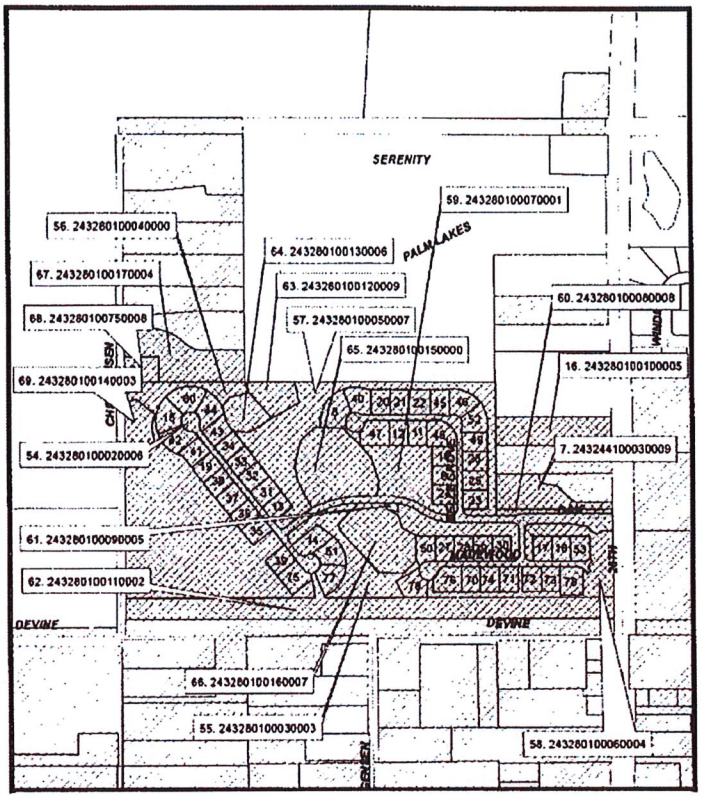
2432-441-0003-000-9	2432-801-0071-000-0	2432-801-0005-000-7
2432-801-0041-000-1	2432-801-0070-000-3	2432-801-0006-000-4
2432-801-0035-000-6	2432-801-0069-000-3	2432-801-0007-000-1
2432-801-0036-000-3	2432-801-0058-000-3	2432-801-0008-000-8
2432-801-0038-000-7	2432-801-0059-000-0	2432-801-0009-000-5
2432-801-0039-000-4	2432-801-0060-000-0	2432-801-0011-000-2
2432-801-0073-000-4	2432-801-0061-000-7	2432-801-0012-000-9
2432-801-0053-000-8	2432-801-0057-000-6	2432-801-0013-000-6
2432-801-0065-000-5	2432-801-0042-000-8	2432-801-0015-000-0
2432-801-0010-000-5	2432-801-0063-000-1	2432-801-0016-000-7
2432-801-0023-000-9	2432-801-0064-000-8	2432-801-0017-000-4
2432-801-0024-000-6	2432-801-0068-000-6	2432-801-0075-000-8
2432-801-0062-000-4	2432-801-0067-000-9	2432-801-0014-000-3
2432-801-0043-000-5	2432-801-0046-000-6	2432-801-0031-000-8
2432-801-0044-000-2	2432-801-0047-000-3	2432-801-0029-000-1
2432-801-0045-000-9	2432-801-0040-000-4	2432-801-0028-000-4
2432-801-0052-000-1	2432-801-0037-000-0	2432-801-0027-000-7
2432-801-0034-000-9	2432-801-0049-000-7	2432-801-0030-000-1
2432-801-0051-000-4	2432-801-0018-000-1	2432-801-0056-000-9
2432-801-0050-000-7	2432-801-0054-000-5	2432-801-0032-000-5
2432-801-0019-000-8	2432-801-0048-000-0	2432-801-0055-000-2
2432-801-0020-000-8	2432-801-0025-000-3	2432-801-0026-000-0
2432-801-0021-000-5	2432-801-0002-000-6	2432-801-0033-000-2
2432-801-0022-000-2	2432-801-0003-000-3	2432-801-0066-000-2
2432-801-0072-000-7	2432-801-0004-000-0	

Commonly known as Oak Alley Subdivision (PB 54-26)

EXHIBIT B to ORDINANCE No. L-303

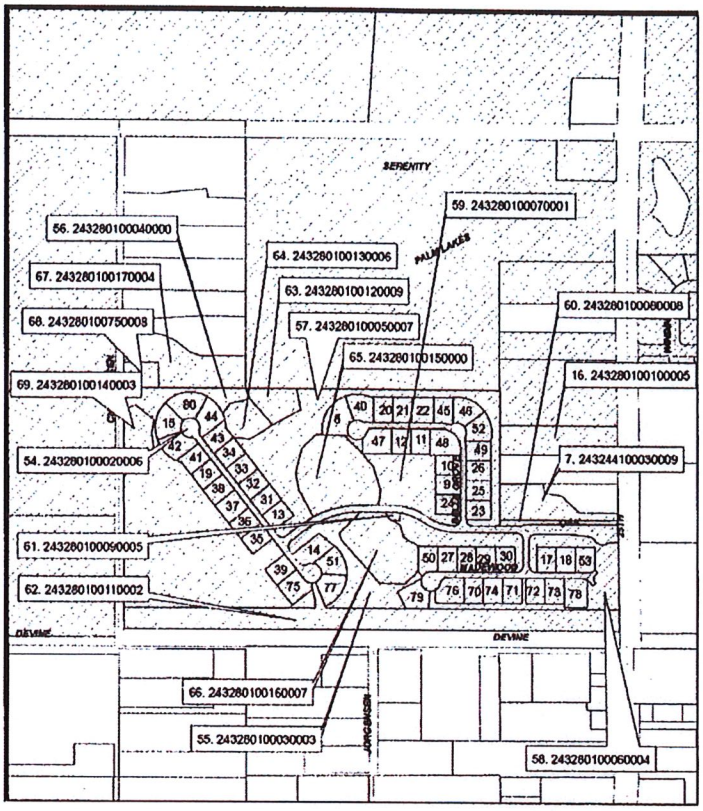
Maps

Proposed Annexation Area

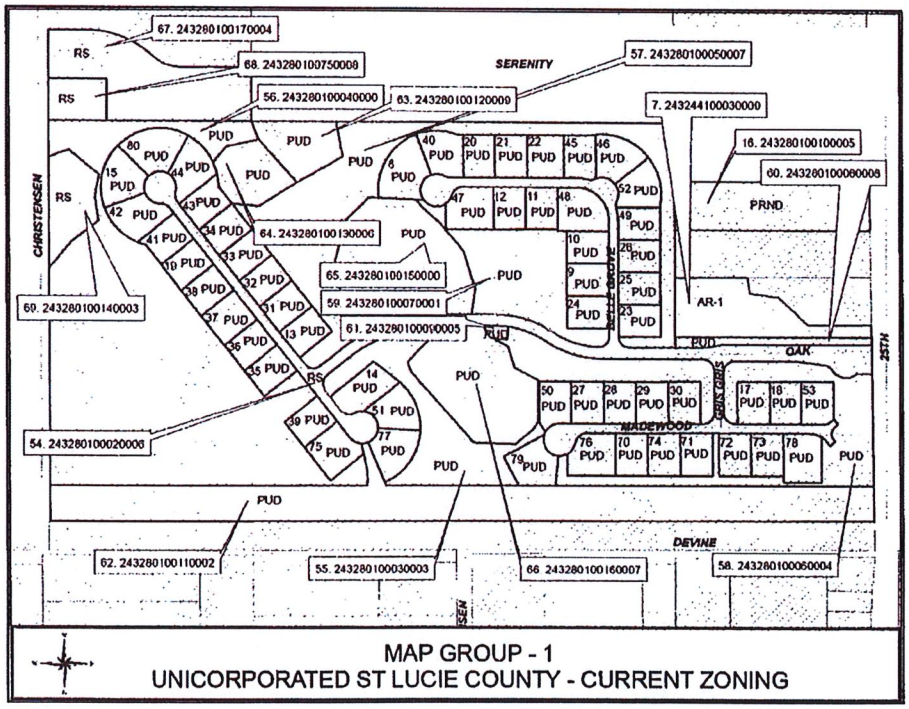


City Boundaries after Proposed Annexation

EXHIBIT B to ORDINANCE No. L-303

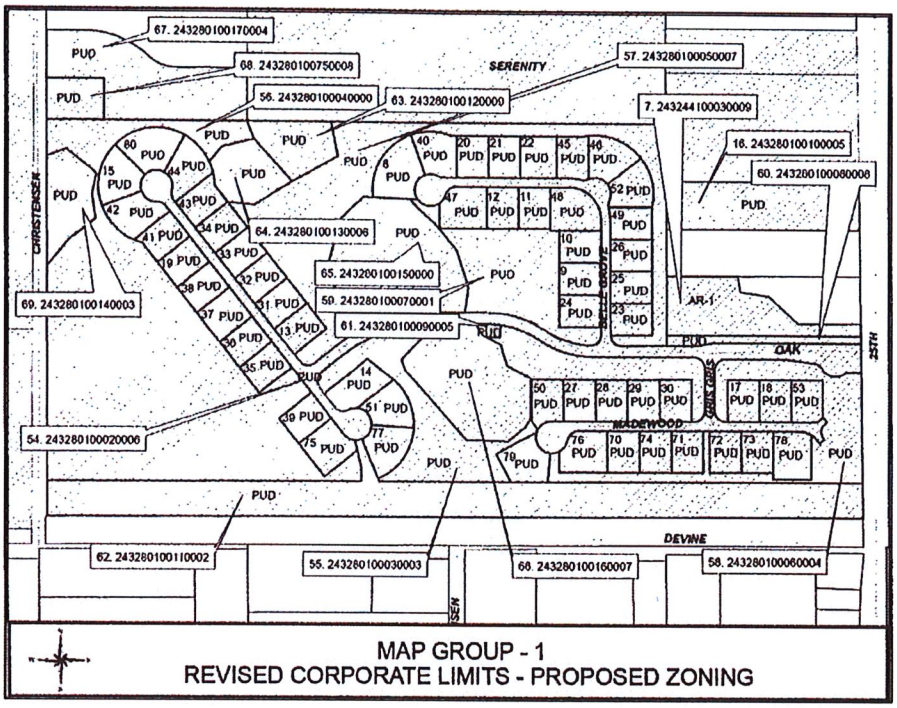


Existing Zoning



Proposed Zoning

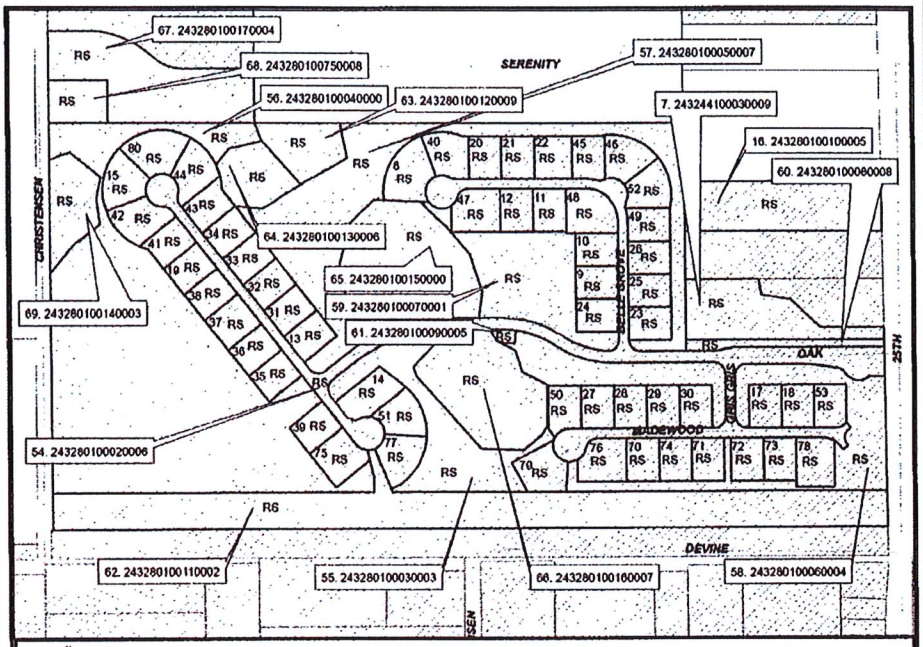
EXHIBIT B to ORDINANCE No. L-303



MAP GROUP - 1
REVISED CORPORATE LIMITS - PROPOSED ZONING

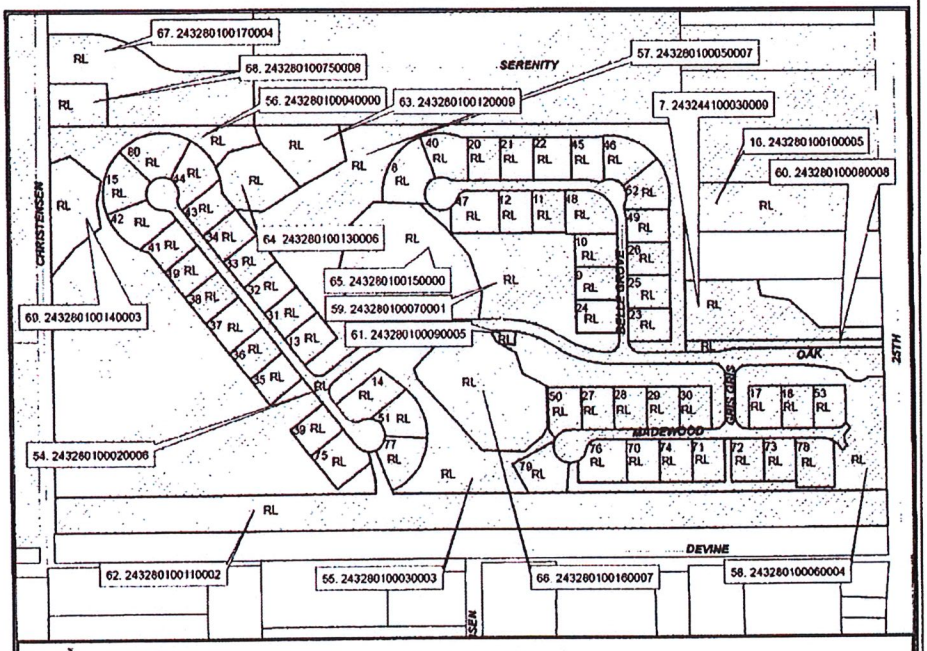
EXHIBIT B to ORDINANCE No. L-303

Existing Land Use



MAP GROUP - 1
UNICORPORATED ST LUCIE COUNTY - CURRENT FUTURE LAND USE

Proposed Land Use

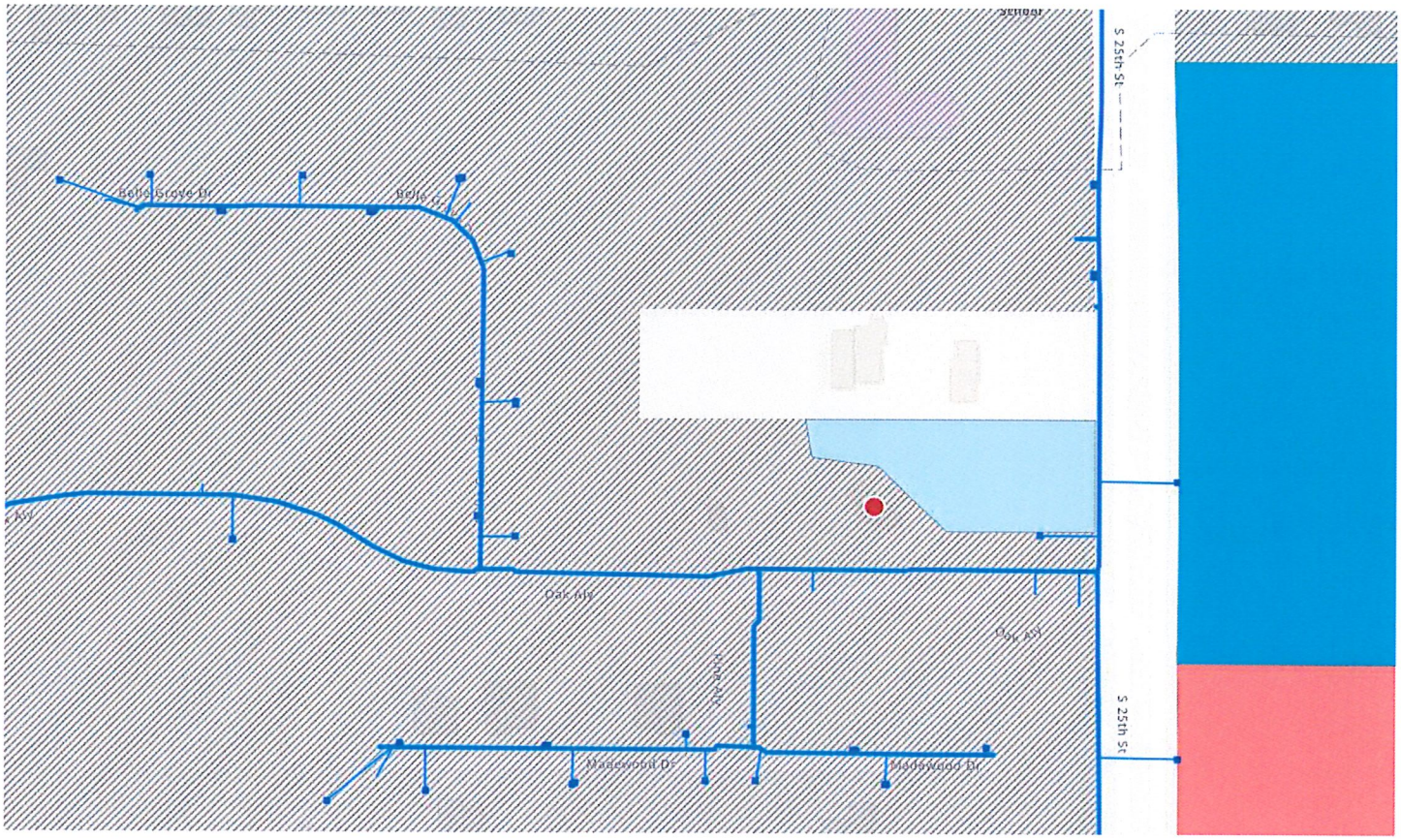


MAP GROUP - 1
REVISED CORPORATE LIMITS - PROPOSED FUTURE LAND USE

RE: UPDATE NEEDED** Scrivener's Error -4483 S 25th St

Shyanne Harnage <sharnage@cityoffortpierce.com>
Thu 10/13/2022 2:27 PM
To: Nick Mimms <nmimms@cityoffortpierce.com>
Cc: Sara Anne Delgado <sadelgado@cityoffortpierce.com>
Good afternoon, Nick,

Since this was done in error, I think it should be corrected and therefore you should sign the document. However, the property owner should be made aware that 25th Street is a targeted corridor for annexation and this property may be annexed again in the near future. There is an annexation agreement for the property just to the east of this parcel on 25th Street. According to FPUA's updated map, we do not have an annexation agreement for the church just to the north of this parcel.



Thanks!

Shyanne Harnage, MBA, FRA-RP
Economic Development Manager

City Manager's Office • City of Fort Pierce
100 North U.S. 1 Fort Pierce, FL 34950
772.467.3034 • sharnage@cityoffortpierce.com

From: Nick Mimms <nmimms@cityoffortpierce.com>
Sent: Friday, October 7, 2022 4:46 PM
To: Shyanne Harnage <sharnage@cityoffortpierce.com>
Cc: Sara Anne Delgado <sadelgado@cityoffortpierce.com>
Subject: Re: UPDATE NEEDED** Scrivener's Error -4483 S 25th St

Shyanne,

Please get back to me with your recommendations by Wednesday 10/12/22.

Thanks!!!

Nicholas C. Mimms, P.E., ICMA-CM
City Manager
The Beautiful City of Fort Pierce

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

RECEIVED
NOV 04 2022
City Attorney

CITY ATTORNEY USE ONLY

Date Received:	11.4.22
Assigned To:	
File:	22-250
Due Date:	
Hours:	

REQUEST FOR LEGAL SERVICES

TO: CITY ATTORNEY

SUBMITTED BY: SARA DELGADO, ADMINISTRATIVE ASSISTANT

CITY MANAGER AUTHORIZATION: NICHOLAS C. MIMMS, P.E., CITY MANAGER nem

RE: SCRIVENER'S ERROR – 4483 25TH STREET

DATE: NOVEMBER 3, 2022

Service Required: (please circle or underline)

Review Documents **Draft Document** **Written Opinion Requested**

Attend Meetings **Advise** **Other:** _____

Upon review and/or "Approval as to Form and Correctness," the Department submitting the RLS is responsible for placement of any related item on a Commission or Board Agenda.

1. **Brief statement of the nature of the request or problem:** Please advise on a request received from the Planning Department to apply for a Zoning Atlas Map Amendment due to a Scrivener's Error.

2. **Discussion of the implications and the possible impact if not apparent from preceding information:**

3. **Time considerations and their significance:**

4. **Are City funds required? If so, list approvals obtained for expenditure of funds:** No

5. **Factual background:** See attached.

   List and/or attach all related documents and known authorities (e.g., statute, ordinance, resolution, administrative code, legal case, RFP, bidder's response, contract, lease, letter, memorandum, prior legal opinion, deed, etc.):

7. **Identify prior legal assistance on this or a related matter and the attorney who handled it:** N/A

6. **If this is a request for review of a contract, provide the following:**

a. **List of individuals who have read and approved the business terms and conditions of the contract and confirmed the ability to carry out the terms of the contract as they apply to the City:**

b. **Insurance requirements that differ from the City's template insurance terms:**

CITY ATTORNEY USE ONLY			
Routed for Review	**Date**	**Response Deadline**	**Response**

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Zoning Atlas Map Amendment - Oak Alley Scrivener's Error - 4483 S 25th Street

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: April 2nd, 2023

NOTICE BY MAIL: March 21st, 2023

NOTICE BY SIGNS: February 8th, 2023

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: **DATE:** April 5th, 2023

Bible Baptist Church Of FP Inc
4401 S 25th ST
Fort Pierce; FL 34981-5072

Salem Church of God Inc
4461 S 25th St
Fort Pierce; FL 34981-5072

Debbie Finnerty Fontaine
4483 S 25th ST
Fort Pierce; FL 34981-5072

Brenda J Buchko and Brian F Buchko
4479 S 25th ST
Fort Pierce; FL 34981-5072

Oak Alley POA Inc
430 NW Lake Whitney Pl
Port St Lucie; FL 34986-2269

Discovery Church of Port St Lucie Florida Inc
4441 S 25th ST
Fort Pierce; FL 34981-5072

Richard C Walcott and Alba Walcott
2534 Madewood DR
Fort Pierce; FL 34981-5080

Gary Sajous and Daphne Sajous
2530 Madewood DR
Fort Pierce; FL 34981-5080

Donald S Beverly and Kathryn R Beverly
2526 Madewood DR
Fort Pierce; FL 34981-5080

Jami M Textor and Deseree D Textor
2522 Madewood DR
Fort Pierce; FL 34981-5080

Cynthia L Lingenfelter and Joseph Lingenfelter
2518 Madewood DR
Fort Pierce; FL 34981-5080

Andrew J Burton Jr
2508 Madewood DR
Fort Pierce; FL 34981-5079

James Astemborski and Rebecca J Astemborski
2506 Madewood DR
Fort Pierce; FL 34981-5079

Robert P Greene and Donna M Greene
2502 Madewood DR
Fort Pierce; FL 34981-5079

Arthur Jamison and Mishka Lisa Marie Symonette Jamison
2503 Madewood DR
Fort Pierce; FL 34981-5078

Steven K Cornell and Colleen A Cornell
2511 Madewood DR
Fort Pierce; FL 34981-5078

Anthony DeCarolis
2515 Madewood DR
Fort Pierce; FL 34981

Aric R Elmore (TR) and Gena Elmore (TR)
2519 Madewood DR
Fort Pierce; FL 34981-5078

Trevor R Banks Sr and Martha Banks
2523 Madewood DR
Fort Pierce; FL 34981-5078

Amos Hopkins and Linda Broome
2527 Madewood DR
Fort Pierce; FL 34981-5078

Francois MacLellan (TR)
4443 Belle Grove DR
Fort Pierce; FL 34981-5081

Johnathan Labigang and Amanda Labigang
4439 Belle Grove DR
Fort Pierce; FL 34981-5081

William Roesemann and Linda Roesemann
4435 Belle Grove DR
Fort Pierce; FL 34981-5081

Jack R Shonk and Donna M Shonk
4427 Belle Grove DR
Fort Pierce; FL 34981-5081

Michael T Dorman and Terisa M Dorman
4415 Belle Grove DR
Fort Pierce; FL 34981-5081

Chad M Hughes
4420 Belle Grove DR
Fort Pierce; FL 34981-5081

Elvis Eduardo Lopez and Maria Gabriela Rodriguez
4428 Belle Grove DR
Fort Pierce; FL 34981-5081

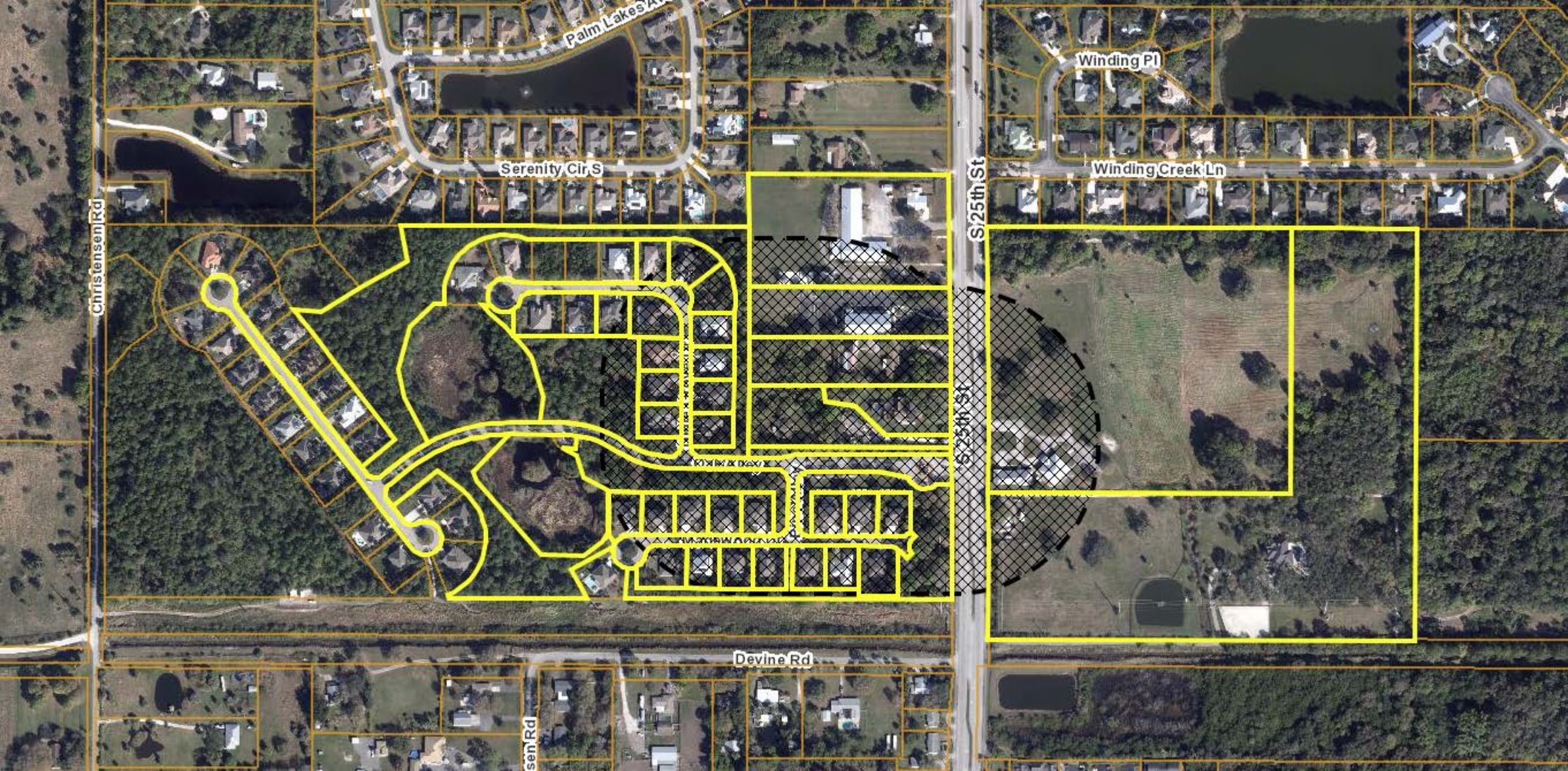
Patricia G Forbes (LF EST)
4432 Belle Grove DR
Fort Pierce; FL 34981-5081

Robert C Hartwein (LF EST) and Charlotte M Hartwein (LF EST)
4436 Belle Grove DR
Fort Pierce; FL 34981-5081

David A Raymond and Carol A Raymond
4444 Belle Grove DR
Fort Pierce; FL 34981-5081

First Baptist Church of Fort Pierce Inc
4500 S 25 St
Fort Pierce; FL 34981-5005

ITALIAN CASTLE OF THE TREASURE COAST LLC
3389 Sheridan ST; Unit # 471
Hollywood; FL 33021-3606


Palm Lakes Ave
Serenity Cir S
Winding Pl
Winding Creek Ln
Christensen Rd
S 25th St
S 25th St
Devine Rd
Christensen Rd

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960
AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480

FORT PIERCE, FL 34954-1480

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.
Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :
04/02/2023

Subscribed and sworn to before on April 2, 2023:

Kaitlyn Felty
Notary, State of WI, County of Brown

3/7/27
My commission expires

KAITLYN FELTY
Notary Public
State of Wisconsin

Publication Cost: $123.24
Ad No: 0005648100
Customer No: 1309463
PO #:

# of Affidavits 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Monday, April 17, 2023 at 5:05 p.m. and Monday, May 1, 2023 at 5:05 p.m., hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of:

Ordinance 23-027 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; REZONING THE PROPERTY GENERALLY LOCATED AT OR NEAR 4483 SOUTH 25th STREET, FROM PD, PLANNED DEVELOPMENT ZONE TO R-1, SINGLE-FAMILY LOW DENSITY ZONE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2325-111-0001-000-2

All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Publish: 4.2.2023
TCN5648100

City Commission Regular Meeting - 5:05 pm **12. c.**

Meeting Date: 05/01/2023

Re: Ordinance 23-028

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 23-028: Review and approval of an ordinance extending the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at or near approximately 750 feet east of the Southeast Corner of South US Highway 1 and Dixieland Drive in Fort Pierce, Florida. The parcel ID is 2427-801-0085-000-5. SECOND READING

SUMMARY:

The applicant is requesting a voluntary annexation of one (1) parcel at or near 277 Dixieland Drive in Fort Pierce, Florida. The parcel ID is 2427-801-0085-000-5. The subject property has St. Lucie County Future Land Use designations of Residential High 15 du/ac (RH) and a St. Lucie County Zoning designation of Residential, Multi-Family, 11 du/ac (RM-11). The applicant is proposing Future Land Use designations of High Density Residential (RH) with a Zoning classification of High-Density Residential Zone (R-5).

RECOMMENDATION:

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

Planning Staff recommends approval of the proposed annexation.

ALTERNATIVES:

- Approval with alternative conditions
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

- Technical Review Committee
- Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 23-028
Staff Presentation
Staff Report and Supporting Documents
Application and Supporting Documents
Public Notice Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/06/2023 11:42 AM

Form Started By: Vennis Gilmore
Started On: 04/05/2023 04:25 PM
Final Approval Date: 04/18/2023

ORDINANCE NO. 23-028

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR APPROXIMATELY **750 FEET EAST OF THE SOUTHEAST CORNER OF SOUTH US HIGHWAY 1 AND DIXIELAND DRIVE IN FORT PIERCE, FLORIDA** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their February 13th, 2023, meeting, voted unanimously to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator's Office on March 10th, 2023, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on March 10th, 2023, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit “A”, attached hereto, and incorporated herein; and annexed into the City:

Parcel ID: 2427-801-0085-000-5

LOTS 1 AND 2, BLOCK 7, AS DELINEATED UPON AN UNRECORDED PLAT OF DIXIELAND SUBDIVISION, IN THE SOUTH EAST 1/4 SECTION OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST AS SAME APPEARS UPON THE PUBLIC RECORDS OF SAINT LUCIE COUNTY, FLORIDA IN DEED BOOK 152, PAGE 403. TOGETHER WITH: BEGIN AT THE NORTHEAST CORNER OF LOT 8, BLOCK 2, OF THE UNRECORDED PLAT OF DIXIELAND SUBDIVISION IN THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, SAINT LUCIE COUNTY, FLORIDA; THENCE RUN SOUTH 413 FEET THENCE RUN EAST 60 FEET, THENCE RUN NORTH 412 FEET, THENCE RUN WEST 60 FEET TO THE POINT OF BEGINNING.

Said property containing approximately 1.02 acres and being generally located at or near 750 feet east of the southeast corner of South US Highway 1 and Dixieland Drive in Fort Pierce, Florida.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit “A” hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be zoned High-Density Residential Zone (R-5) and assigned a Future Land Use Designation of High-Density Residential (RH), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in

conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Tanya M. Earley, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 23-0XX was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, April 2nd, 2023 and Sunday, April 9th, 2023; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on April 17th, 2023; and was duly introduced, read by title only, and passed on second and final reading May 1st, 2023, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this 2nd day of May, 2023.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

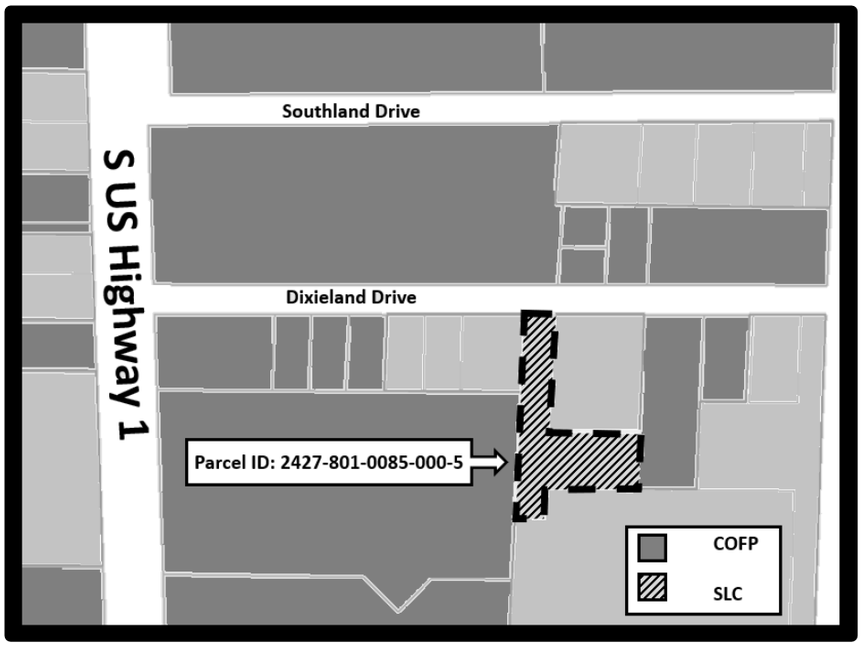
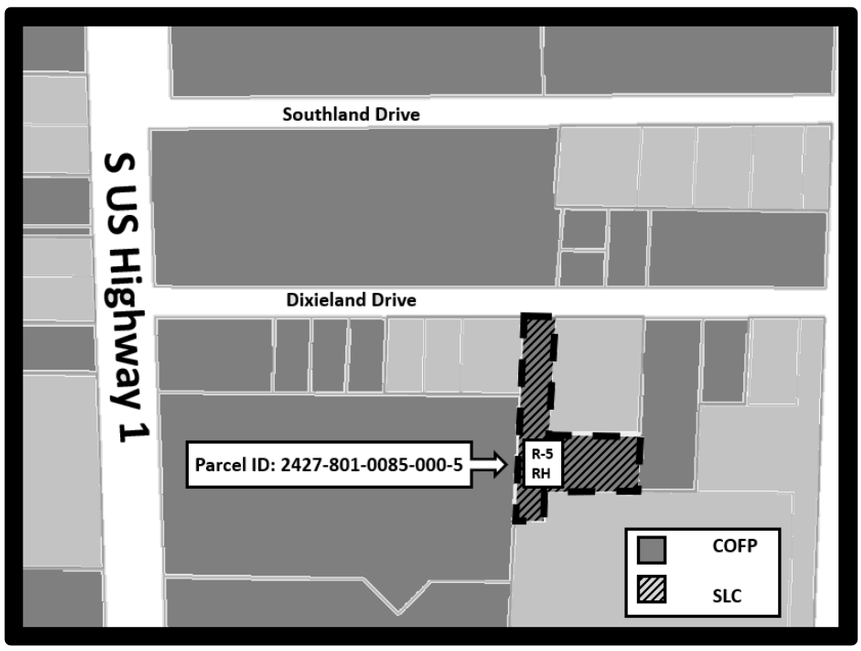


EXHIBIT B
Zoning & Future Land Use Designation Assignment



*The property to be annexed currently has a zoning of Residential, Multi-Family, 11 du/ac (RM-11) with a Future Land Use of Residential High 15 du/ac (RH). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of High-Density Residential Zone (R-5) and have a Future Land Use Designation of High-Density Residential (RH).

CITY OF FORT PIERCE

CITY COMMISSION

April 17th, 2023

Joseph Land – Annexation
At or near 277 Dixieland Drive

APPLICANT

George Dzama, P.E.

PROPERTY OWNER(S)

Joseph Land, LLC

PARCEL ID #(S):

2427-801-0085-000-5

SUMMARY

Request for review of an application for a Voluntary Application for Annexation for one (1) parcel of land at or near 277 Dixieland Drive.

BACKGROUND

The applicant is requesting a voluntary annexation of one (1) parcel at or near 277 Dixieland Drive in Fort Pierce, Florida. The parcel ID is 2427-801-0085-000-5.

The subject property has St. Lucie County Future Land Use designations of Residential High 15 du/ac (RH) and a St. Lucie County Zoning designation of Residential, Multi-Family, 11 du/ac (RM-11). The applicant is proposing Future Land Use designations of High Density Residential (RH) with a Zoning classification of High-Density Residential Zone (R-5).

COMPREHENSIVE PLAN

Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The subject proposed voluntary annexation is also consistent with Chapter 171.044, F.S., whereas the property is contiguous to a municipality and reasonably compact; and the annexation will not result in the creation of an enclave.

The current value of the property is $130,200. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000. Currently the property is vacant.

SITE LOCATION



SITE AREA = Approximately 1.02 Acres

EXISTING & PROPOSED FLU - ZONING

Current SLC FLU:
RH, Residential High 15 du/ac

Current SLC Zoning:
RM-11, Residential, Multi-Family, 11 du/ac

Proposed
FLU: RH, High Density Residential

Proposed Zoning:
R-5, High Density Residential Zone



JOSEPH LAND – ANNEXATION

STAFF RECOMMENTATION

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

Planning Staff recommends approval of the proposed annexation.

- **Possible actions of the City Commission:**

- APPROVAL of the proposed Annexation
    - Staff recommends approval

- DISAPPROVAL of the proposed Annexation

CITY OF FORT PIERCE

CITY COMMISSION

April 17th, 2023

Joseph Land – Annexation
At or near 277 Dixieland Drive

CITY OF FORT PIERCE

CITY COMMISSION

April 17th, 2023

Joseph Land – Annexation
At or near 277 Dixieland Drive

APPLICANT

George Dzama, P.E.

PROPERTY OWNER(S)

Joseph Land, LLC

PARCEL ID #(S):

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Current SLC FLU:
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Current SLC Zoning:
RM-11, Residential, Multi-Family, 11 du/ac

Proposed
FLU: RH, High Density Residential

Proposed Zoning:
R-5, High Density Residential Zone



JOSEPH LAND – ANNEXATION

STAFF RECOMMENTATION

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations.

Planning Staff recommends approval of the proposed annexation.

CC ACTIONS

- **<u>Possible actions of the City Commission:</u>**

- <u>APPROVAL</u> of the proposed Annexation
  - Staff recommends approval

- <u>DISAPPROVAL</u> of the proposed Annexation

CITY OF FORT PIERCE

CITY COMMISSION

April 17th, 2023

Joseph Land – Annexation
At or near 277 Dixieland Drive

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

George Dzama, P.E.
12393 154th Road
Jupiter, FL 33478

Subject: Joseph Land Annexation – Parcel ID: 2427-801-0085-000-5 -- Technical Review Committee Comments for January 19, 2023 TRC Meeting

City of Fort Pierce Planning Department

No Comments

Fort Pierce Engineering Department

No Comments

Fort Pierce Building Department

See attached document

St. Lucie County Planning Department

No Comments

St. Lucie County PW/Engineering

No Comments

Fort Pierce Police Department

No Comments

City Clerk Office

No Comments

Code Enforcement

No Comments

Fort Pierce Utilities Authority

See attached document

St. Lucie County Fire District

No Comments

Florida Department of Transportation

No Comments

St. Lucie County School Board

No Comments

St. Lucie Transportation Planning Organization

No Comments

St. Lucie Transit

No Comments

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 1.19.23
Property Address: Annexation - Joseph Land - (1) Parcel: 2427-801-0085-000-5 - Dixieland Drive

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☑ 6. Must meet the following Accessibility requirements:

- ☑ Accessible route
- ☑ Handicapped parking spaces
- ☑ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☑ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 1/13/23

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT # 22-02000007
Annexation – Joseph Land – (1) Parcel: 2427-801-0085-000-5 - Dixieland Drive

Comments

FPUA W/WW Engineering: Approved.

FPUA Electric & Gas Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**. No further comments.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Assistant Planning Director

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

RE : Joseph Land – Annexation – Parcel No. 2427-801-0085-000-5 – Dixieland Drive

RECEIVED
JAN 19 2023
CITY OF FORT PIERCE
PLANNING & ZONING

DATE : January 19, 2023

This is to advise you that we have completed the review of the following documents as received by this office on January 9, 2023:

- [x] Annexation Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Approval of Annexation
- [ ] Building Permit
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for engineering comments

JRA/jra

\\2500FS01\City Hall Share 01\Engineering\ENGINEERING\Site Development Projects\A\Annexations\Joseph Land\TRC\Submittal No. 1 - 010622\Annexation Approval - 011823.docx

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

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\\2500FS01\City Hall Share 01\Engineering\ENGINEERING\Site Development Projects\A\Annexations\Joseph Land\TRC\Submittal No. 1 - 010622\Annexation Approval - 011823.docx

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 1.19.23
Property Address: Annexation - Joseph Land - (1) Parcel: 2427-801-0085-000-5 - Dixieland Drive

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

☐ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. Any construction will need to meet the requirements of the Florida Building Code 7th Edition.

☐ 4. Means of egress is required.

☐ 5. Means of ingress is required.

☑ 6. Must meet the following Accessibility requirements:

- ☑ Accessible route
- ☑ Handicapped parking spaces
- ☑ Means of egress

☐ 7. Change of Use required

- ☐ to include a signed and sealed Life Safety Plan
- ☐ to include a signed and sealed detailed comprehensive building plan.

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☑ 10. Building Permit required.

☑ 11. Signed and sealed construction drawings required.

☑ 12. Will need to meet the Fire Code.

☐ 13. Sprinkler system is required.

☐ 14. Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 1/13/23

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT # 22-02000007
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D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, FEBRUARY 13, 2023, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: John Heaning; Alexander Edwards; Nichelle Clemons; Uline Daniel; Harold Albury; Anton Kreisl; Frank Creyaufmiller, Chairman

Staff Present: Kev Freeman, Planning Director
Sara Hedges, Assistant City Attorney
Shyanne Helms, Economic Development Manager
Vennis Gilmore, Assistant Planning Director
Ryan Altizer, Senior Planner
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

All members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the January 9, 2023, meeting

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to approve the minutes from the January 9, 2023 meeting.

AYE: Nichelle Clemons, Uline Daniel, Harold Albury, Anton Kreisl, John Heaning, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. Future Land Use Map Amendment - Resurrection Life - 1910 S. Jenkins Road - Parcel ID: 2418-322-0001-000-5

Mr. Edwards recused himself from voting.

Mr. Altizer gave an overview of the Future Land Use Map Amendment. He explained the request is to change the future land use classification from Medium Density Residential (RM) to High Density Residential (RH) for 4.883 acres of the parcel.

Brad Currie, Applicant Representative from EDC, Inc., said this is the first of many applications that will be coming forward on the project. Mr. Currie said the intent is to develop the northern piece of the 13 acres as a church facility with three components, consisting of a worship center, education facility and sports facility. The multifamily housing that is being proposed on this property will interact with the church by having a campus style facility where people can walk from building to building. Mr. Currie stated the applicant will be submitting Planned Development zoning applications for the residential piece and for the church facility. Mr. Currie concluded by highlighting that this is a one of a kind facility in Ft. Pierce and possibly in the country.

Trevor Banks, Representative for Resurrection Life and RLCEDC Developer, stated they are planning to offer a village stye project with affordable, work force housing as well as a community health and wellness center in a 36,0000 square foot dome facility. The whole facility is a tri-dome. The church facility is a 36,000 dome, and it will neighbor two connecting domes that will be 36,000 square feet. One will be an education facility and the other dome will be the community health and wellness center. There will also be an entrepreneurship incubator business facility center.

Mr. Banks answered questions from the Board on the number of residential units, if the church will be open to the public, federal and city government funding, security at workforce housing and if community is gated.

Motion was made by Nichelle Clemons, and seconded by Harold Albury to move the proposed Future Land Use Map Amendment for approval to City Commission.

AYE: Uline Daniel, Harold Albury, Anton Kreisl, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

Other: Alexander Edwards (ABSTAIN)

Passed

7. NEW BUSINESS

Mr. Freeman stated that Mr. Sanders notified him that he would not be attending the Planning Board meeting and he has no objections to any of the items on the agenda.

a. **Annexation - Joseph Land - Parcel ID - 2427-801-0085-000-5**

Mr. Gilmore gave an overview of the annexation. He stated the request is for a voluntary annexation for one (1) parcel of land at or near 277 Dixieland Drive. Mr. Gilmore explained that the subject property has a St. Lucie County Future Land Use designation of Residential High (RH), 15 dwelling units an acre and a St. Lucie County Zoning designation of Residential, Multi-Family, (RM-11), 11 dwelling units an acre. The applicant is proposing Future Land Use designations of High Density Residential (RH) with a Zoning classification of High-Density Residential Zone (R-5).

Chairman Creyaufmiller mentioned potiential serious flooding issues by continuing to allow R-5 high-density residential in little pieces of property along US Highway 1.

Mr. Freeman said that drainage and stormwater treatment within the city should be the priority, and it needs to be addressed as a whole city. In terms of individual developments, the pervious/impervious issue will be the same ratio, regardless of zoning. The issue is how do we treat the stormwater from whatever development occurs on the property.

Mr. Gilmore stated the current St. Lucie County Future Land Use density is the same as the recommended city Future Land Use density.

Mr. Kreisl observed that the R-4 zoning is a more like for like zoning instead of R-5 zoning.

Mr. Freeman explained that the Future Land Use looks at the capacity of the whole and when you are calculating the likely impacts on the city the Future Land Use is used. He compared the zoning to layers on a cake and the Future Land Use as the cake itself. The zoning is sliced in different proportions and controlled by the city. Mr. Freeman noted that ultimately the property owner has the underlying Future Land Use as the maximum that can be built, and could be claimed as entitlement. Mr. Freeman stated It is difficult to say that R-4 or R-5 zoning is the ultimate number of properties that are put on the site. He also said It could also be converted to Planned Development.

Motion was made by Nichelle Clemons, and seconded by Harold Albury to forward a recommendation of approval to the City Commission for the annexation of parcel ID# 2427-801-0085-000-5.

AYE: Harold Albury, Anton Kreisl, John Heaning, Alexander Edwards, Nichelle Clemons, Uline Daniel, Chairman Frank Creyaufmiller

Passed

b. **Zoning Atlas Map Amendment - Oak Alley Planned Development Scrivener's Error - 4483 S. 25th Street**

Mr. Gilmore explained that a scrivener’s error occurred on Ordinance # L-303 on December 2, 2013. He stated the subject property located at 4483 S. 25th Street was annexed in the City of Fort Pierce, and it was accidentally annexed with the Oak Alley Subdivision Planned Development zoning designation. Mr. Gilmore noted that a Zoning Atlas Map Amendment will correct the error and the property owner has signed the attached application for the City to proceed with the correction. The application will amend the zoning Classification to R-1, Single-Family Low-Density Residential Zone.

Mr. Gilmore answered questions from the Board.

Motion was made by Nichelle Clemons, and seconded by Harold Albury to approve the proposed Ordinance; amending Ordinance L-303 in order to correct a scrivener's error of a parcel included within the adopted ordinance; removing the subject parcel located at 4483 S. 25th Street and amending its Zoning Classification to R-1, Single-Family Low-Density Residential Zone.

AYE: Anton Kreisl, John Heaning, Alexander Edwards, Nichelle Clemons, Uline Daniel, Harold Albury, Chairman Frank Creyaufmiller

Passed

c. **Resolution 23-R17 - Extending the Peacock Arts District Boundaries and Providing for an Effective Date**

This item was moved up and presented as 7a.

Ms. Harnage showed a map of the proposed Peacock Arts District boundaries. Ms. Harnage explained the Peacock Arts District (PAD) was formally established on January 3, 2017, and subsequently expanded on August 19, 2019. The southern boundary of the expanded area was listed as Delaware Avenue; however the parcels on the south side of the street were not included. Resolution 23-R17 corrects that issue by incorporating the parcels on both sides of Delaware Avenue in the Peacock Arts District. Ms. Harnage answered questions from the Board.

Chairman Creyaufmiller made Ms. Harnage aware of the Waiver of Distance exemption for alcoholic beverage sales might not be included in parts of the Peacock Arts District.

Motion was made by Harold Albury, and seconded by Nichelle Clemons to forward a recommendation of approval of Resolution 23-R17 to the City Commission.

AYE: John Heaning, Alexander Edwards, Nichelle Clemons, Uline Daniel, Harold Albury, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

d. **Sunshine Presentation**

Sara Hedges, Assistant City Attorney, gave a presentation to the Board on Florida's open government laws, which included the Sunshine Law, Florida's Public Records Act and Voting Conflicts of Interest. Ms. Hedges explained who the law applies to and types of gathering and communications that constitute a meeting. Ms Hedges also spoke about the policies governing opportunity of the public to be heard at public meetings and the behavior by members of the public. Ms. Hedges noted the prohibited restrictions on meetings and the consequences of violating the Sunshine Law. Ms. Hedges highlighted the seriousness of the Sunshine Law.

After the Sunshine discussion Ms. Hedges spoke about public records. She explained personal communications, retention, requests, and penalties for noncompliance.

Ms. Hedges finished with an explanation of voting conflicts of interest.

Ms. Hedges answered questions from the Board on speaking to commissioners one on one, speaking to applicants, and if the law is different for elected or appointed members.

Ms. Hedges encouraged the Board members to call her or the Commission on Ethics with

any questions or issues. She also highlighted that when a Board member has conversations with an applicant, it does not hurt to over disclose at the Board meeting, as it shows you are open with the public.

8. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

9. **DIRECTOR'S REPORT**

Mr. Freeman said he has been working on the city's strategic plan with the directors, consultant and city manager. He is waiting on the commissions decision on which planning priorities they want to move forward with.

Mr. Freeman said there was discussion at the last City Commission meeting regarding public notice, because a citizen did not get their mail delivery in a timely manner. The City Manager asked for an alternative methodology in notifying the public of when an application may affect them. Mr. Freeman is proposing a notification far in advance of when an application is being scheduled for Planning Board and City Commission.

Mr. Freeman said he is waiting on confirmation from Human Resources for a new planner to start early March 2023.

Mr. Freeman answered Mr. Albury's question regarding form based zoning in the downtown master plan. Mr. Freeman said this is only for the downtown, and it may be part of the strategic plan, and if so, it will be passed on to the Planning department.

Mr. Freeman said he has asked staff to create guidelines for adopting Historic District regulations. From the regulations he would like citizens to value the city and understand planning design and quality projects. He said the standard needs to be raised of the way the citizens live, so that they have pride with what's going on and this will encourage people to invest in the city.

10. BOARD COMMENTS

Chairman Creyaufmiller asked the Board to recuse themselves prior to an item being presented if a recusal is required.

Chairman Creyaufmiller stated he is beginning to work on changes to the Board's operating procedures, and he will bring the changes to the Board for review, with a vote at the following meeting after the review.

11. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

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

Application submission shall include the following:

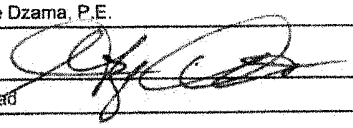
- **TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.
- **Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide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

In addition to a complete application, packets shall include:

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

1. Address: TBD - 257-301 Block Dixieland Drive, Ft. Pierce, FL 34982
2. Legal description of real property for which annexation is being requested:
   DIXIELAND S/D-AN UNRECORDED PLAT- SECTION 27-35-40 BLK 7 LOTS 1 AND 2 AND BEG AT NE COR LOT 8 BLK 2 RUN E 60 FT, TH S 412 FT, TH W 60 FT, TH N 412 FT TO POB (OR 224-1517: 231-378: 262-2346: 1066-1409: 1101-1327: 1338-1148: 1367-1171; 1778-984 : 2140-297 : 2269-641; 4035-1375)
   Property Tax ID: 2427-801-0085-000-5
3. Size of described property: 1.02 Acres; 44,431 Square Feet
4. Project description: Development of property for workforce housing to serve families in the City of Ft. Pierce, including the construction of (2) 5-Unit multi-family dwelling structures with a total density to serve (10) working families.
5. Current St. Lucie County Future Land Use Designation: RH
6. Current St. Lucie County Zoning: RM-11
7. Is this a Historic property? No
8. Appraised value: $130,000
9. Name of Owner(s): Joseph Land LLC
   Signature of Owner(s):
   Mailing Address: 9550 S. Ocean Drive
   City Jensen Beach State FL Zip 34957
   Phone (914) 625-4113 Fax

10. Name of Representative: George Dzama, P.E.

Signature of representative: 

Mailing Address: 12393 154th Road

City) Jupiter State FL Zip 33478

Phone (772) 708-7308 Fax

E-mail: DzamaEnterprises@gmail.com

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

OFFICE USE:

DATE RECEIVED: Signed:

File Number: Check No: Receipt No:

TRC Review: Planning Board Review: City Commission:

Ordinance No: Date Approved:

FILE # 5123964 OR BOOK 4917 PAGE 2222, Recorded 11/21/2022 04:20:05 PM Doc Tax: $910.00

SUNBELT TITLE AGENCY

Prepared by: Resa Ghent
Sunbelt Title Agency
Return to: 500 N. Westshore Blvd., Suite 870
Tampa, FL 33609
File Number: 1740522-09639

[Space Above This Line For Recording Data]

This Warranty Deed

Made this **18th day of November, 2022** by **ROBERT C. TRYON**, A Married Man, hereinafter called the Grantor, to **JOSEPH LAND LLC, A Florida Limited Liability Company**, whose post office address is: **9550 South OCEAN Drive, Suite 210, Jensen Beach, FL 34957,** hereinafter called the Grantee:

(Whenever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in St. Lucie County, Florida, viz:

Lots 1 and 2, Block 7, as delineated upon an unrecorded PLAT OF DIXIELAND SUBDIVISION, in the South East 1/4 Section of Section 27, Township 35 South, Range 40 East as same appears upon the public records of Saint Lucie County, Florida in Deed Book 152, Page 403.

Together with: Begin at the Northeast Corner of Lot 8, Block 2, of the unrecorded Plat of Dixieland Subdivision in the Southeast ¼ of Section 27, Township 35 South, Range 40 East, Saint Lucie County, Florida; thence run South 413 feet thence run East 60 feet, thence run North 412 feet, thence run West 60 feet to the Point of Beginning.

Parcel Identification Number: 2427-801-0085-000/5

Said property is not the homestead of the Grantor(s) under the Laws and Constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances. Subject to covenants, restrictions, easements of record and taxes for the current year and subsequent years.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness: (Signature)

Print Name: Resa Ghent

Witness: (Signature)

Print Name: William M. Meyer

ROBERT C. TRYON
410 Northwest DOVER Court
Port St Lucie, FL 34983

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 18th day of November, 2022, by ROBERT C. TRYON, who: [ ] is personally known to me or [✓] produced FL DL as identification.

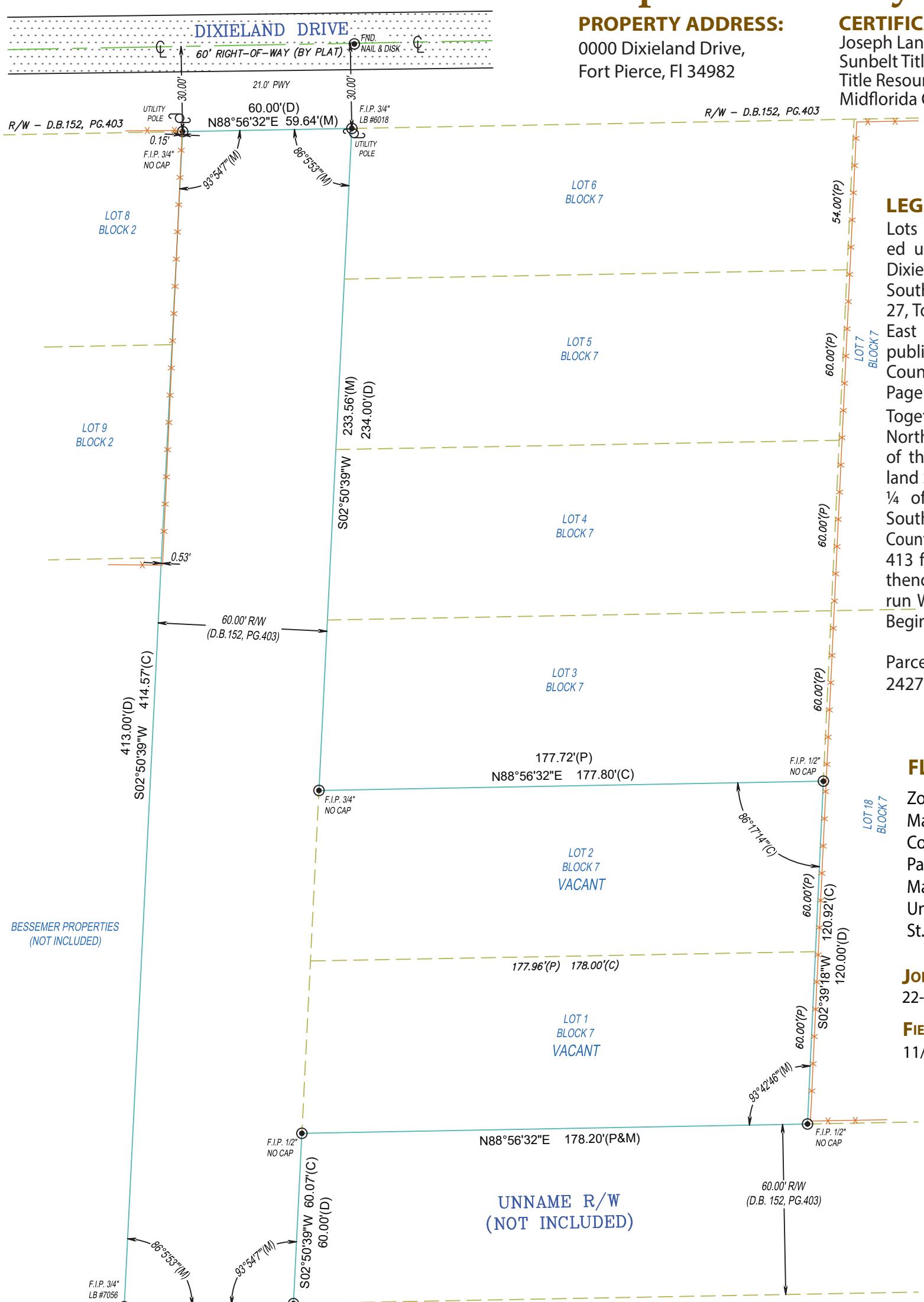
NOTARY PUBLIC (signature)
Print Name: Resa Ghent
My Commission Expires:
Stamp/Seal:

RESA GHENT
Commission # HH 002088
Expires July 22, 2024
Bonded Thru Budget Notary Services

Map of Boundary Survey

PROPERTY ADDRESS:
0000 Dixieland Drive,
Fort Pierce, Fl 34982

CERTIFICATIONS:
Joseph Land LLC
Sunbelt Title Agency
Title Resources Guaranty Company
Midflorida Credit Union



LEGAL DESCRIPTION

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Parcel Identification No.:
2427-801-0085-000/5

FLOOD DATA:

Zone: X
Map Number: 12111C
Community Number: 120229
Panel Number: 0189 Suffix: F
Map Date: 02/19/2020
Unincorporated
St. Lucie County

JOB NUMBER
22- 001548

FIELD DATE
11/15/2022

N

SCALE: 1" = 40'

BOUNDARY
Surveying & Mapping
1660 Southern Blvd. Suite K
West Palm Beach, FL 33406
Office: 561-876-1388
boundarysurveying@comcast.net
License# LB8022

ABBREVIATIONS / SYMBOLS:

A/C	= AIR CONDITIONING UNIT
ADJ	= ADJACENT
BCR	= BROWARD COUNTY RECORDS
BM	= BENCHMARK
CALC	= CALCULATED
CA	= CENTRAL ANGLE
C/L	= CENTERLINE
CB	= CATCH BASIN
CBS	= CONCRETE BLOCK WALL
CHATT	= CHATTAHOOCHEE
CONC	= CONCRETE
CM	= CONCRETE MONUMENT
COL	= COLUMN
D	= DEED
DE	= DRAINAGE EASEMENT
DS	= DRAINAGE STRUCTURE
ELEV.	= ELEVATION
EOW	= EDGE OF WATER
FD	= FOUND
FF	= FINISHED FLOOR
ID	= IDENTIFICATION
INV	= INVERT
IP	= IRON PIPE
IR	= IRON ROD
L	= LENGTH
LAE	= LIMITED ACCESS EASEMENT
LME	= LAKE MAINTENANCE EASEMENT
LP	= LIGHT POLE
M	= MEASURED
N/D	= NAIL AND DISC
N/G	= NATURAL GROUND
NR	= NON RADIAL
NTS	= NOT TO SCALE
OHC	=OVERHEAD CABLES
ORB	= OFFICIAL RECORD BOOK
P	= PLAT
PB	= PLAT BOOK
PBCR	= PALM BEACH COUNTY RECORDS
PC	= POINT OF CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PCP	= PERMANENT CONTROL POINT
PG	= PAGE
PI	= POINT OF INTERSECTION
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PRC	= POINT OF REVERSE CURVATURE
PRM	= PERMANENT REFERENCE MONUMENT
PT	= POINT OF TANGENCY
R	= RADIUS
RGE	= RANGE
ROE	= ROOF OVERHANG EASEMENT
R/W	= RIGHT OF WAY
SEC	= SECTION
S/W	= SIDEWALK
TOB	= TOP OF BANK
TYP	= TYPICAL
UE	= UTILITY EASEMENT
WF	= WOOD FENCE
WPP	= WOOD POWER POLE (UTILITY POLE)

OVERHEAD CABLES
METAL FENCE
METAL FENCE
WOOD FENCE
PLASTIC FENCE
EASEMENT LINES
CENTERLINE (C/L)

FIRE HYDRANT
WATER VALVE
UTILITY POLE
WATER METER

GENERAL NOTES:

1. LEGAL DESCRIPTION FURNISHED BY CLIENT. NO SEARCH OF PUBLIC RECORDS WERE MADE BY THIS OFFICE.
2. ANY ELEVATIONS SHOWN HEREON ARE PER NGVD (NATIONAL GEODETIC VERTICAL DATUM) OF 1929.
3. NO EXCAVATIONS WERE PERFORMED AS TO DETERMINE UNDERGROUND ENCROACHMENTS.
4. DISTANCES AND ANGLES ARE FIELD MEASURED AND CORRESPOND WITH RECORD DATA UNLESS NOTED.
5. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES,
   IN ALL CASES, DIMENSIONS SHOWN SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.
6. **ADDITIONS OR DELETIONS TO THIS SURVEY MAP BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. CHAPTER 61g17-6.003 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUES).**

I HEREBY CERTIFY: THAT THIS **BOUNDARY SURVEY** WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. FURTHERMORE, THIS SURVEY SHEET MEETS THE INTENT OF THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA, PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE (AND IMPLEMENTING RULE, CHAPTER 472.027 OF THE FLORIDA STATUTES.

SIGNED: _____
GINO FURLANO, SURVEYOR AND MAPPER
FLORIDA LICENSE NO.: 5044
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR/MAPPER NAMED ABOVE.

GINO FURLANO
STATE OF FLORIDA
REGISTERED
No. 5044
PROFESSIONAL SURVEYOR & MAPPER

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation - Joseph Land - Parcel ID - 2427-801-0085-000-5

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: April 2nd, 2023 and April 9, 2023

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: **DATE:** April 5th, 2023

City Commission Regular Meeting - 5:05 pm **12. d.**

Meeting Date: 05/01/2023

Re: Proposed Ordinance - 23-029 Amending Chapter 103, Article V, Amending Section 103-203 Regulation of Stormwater Run-off FIRST READING

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing - Ordinance 23-029 Amending Chapter 103, Article V, Amending Section 103-203 Regulation of Stormwater Run-off. SECOND READING

SUMMARY:

The purpose of this Ordinance is to provide clarity with regard to stormwater requirements; and ensure that all construction shall be designed and constructed so that surface waters and post-development stormwater run-off shall not result in flooding or damage to adjacent properties.

RECOMMENDATION:

Staff recommends approval of proposed Ordinance - 23-029 Amending Chapter 103, Article V, Amending Section 103-203 Regulation of Stormwater Run-off.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building
Shaun Coss, CFM, Assistant Director of Building

COORDINATED WITH:

Sara Hedges, Assistant City Attorney

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

Ordinance 23-029
Presentation
Proof of Publication

Form Review

Inbox	Reviewed By	Date

Building	Paul Thomas	03/31/2023 09:44 AM
City Manager	Nick Mimms	04/03/2023 11:22 AM

Form Started By: Karen Murphy Started On: 03/30/2023 11:36 AM

Final Approval Date: 04/18/2023

ORDINANCE NO. 23-029

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING **CHAPTER 103, ARTICLE V, AMENDING SECTION 103-203 – REGULATION OF STORMWATER RUN-OFF; REQUIRED SLOPE** TO PROVIDE FOR ENGINEERED DRAINAGE PLAN REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 7, 1992, there was adopted Ordinance J-30 which ordinance provided for regulation of stormwater run-off for post development; and

WHEREAS, on April 19, 2021, there was adopted Ordinance 21-011 which ordinance adopted the Building Officials Association of Florida Model Administrative Code with Local Amendments, therein requiring a drainage plan to be prepared for newly constructed residential structures; and

WHEREAS, it is necessary to amend Ordinance J-30 to provide for clarity of requirements in conjunction with the adoption of Ordinance 21-011; and

WHEREAS, the City Commission of the City of Fort Pierce finds and declares that the adoption of this Ordinance is appropriate, and in the public interest of this community.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of Fort Pierce, Florida:

SECTION 1. Chapter 103 Article V, Section 103-203, Subsection (b) of the Code of Ordinances, is hereby amended as follows:

(b) All construction shall be so designed and constructed so that the diversion of post development stormwater runoff and other surface waters shall not result in flooding or damage to adjacent properties.

(1) For construction of a one-family or two-family dwelling, residential addition, swimming pool, or concrete pad, which is not within a planned development, a stormwater drainage plan signed and sealed by a licensed engineer is required at the time of permit submittal. Such plan shall include a statement stating: “The proposed construction has been designed to be constructed so that the diversion of post development stormwater runoff and other surface waters shall not result in flooding or damage to adjacent properties, in accordance with Section 103-203(b) of the City of Fort Pierce Code of Ordinances.”

(2) Prior to receiving approval for a final building inspection or a Certificate of Occupancy for construction of a one-family or two-family dwelling, residential addition, swimming pool, or concrete pad, which is not within a planned development, a licensed engineer must provide the Building Department with an as-built certification. Such certification shall include a statement stating: “I certify that the construction has been completed to the approved design and has been constructed so that the diversion of post development stormwater runoff and other surface waters shall not result in flooding or damage to adjacent properties, in accordance with Section 103-203(b) of the City of Fort Pierce Code of Ordinances.”

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts of ordinances in conflict herewith shall and the same be repealed as of the effective date hereof and shall be of no further force or effect whatsoever.

SECTION 4. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Tanya M. Earley
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 23-029 was duly advertised by title only in the St. Lucie News Tribune on ____; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, April 17, 2023; and was duly introduced, read by title only, and passed on second and final reading on Monday, May 1, 2023, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

Ord. 23-029
Regulation of Stormwater Runoff

Engineered Drainage Plans

- Approximately 100 Engineered Drainage Plans have been required since 4/21/2021.

- Five Engineering firms were contacted for average cost.
  - Typically range from $250 to $2,500.
  - Average cost: $1,500.
  - Costs are higher for atypical/complex conditions.

Surrounding Communities

- SLC – Requires a Stormwater Drainage Plan.
  - Ordinance provides design standards to avoid the need of an Engineer.
- PSL – Requires compliance with Engineering Standards for Land Development.
  - In nine specific communities, drainage plans signed and sealed by a “design professional” are required.
- IRC – Stormwater Management permit with plot plan and grading elevations required.

Other Communities

- A quick search revealed at least 7 other communities that require an Engineered Drainage Plan.
  - Brevard, Lantana, Malabar, Orange, Palm Beach, Sarasota, and Seminole.
  - One Engineer my staff spoke with stated: “More and more communities are going that route.”
- Drainage plans are mostly reviewed by the Engineering or Public Works Departments in other communities.

Alternative Solutions

- Allow drainage plans to be prepared by **any licensed design professional**, not exclusively an engineer and reviewed by the Engineering Department for compliance.
- **Provide exemptions** for structures under a certain square footage or certain distance away from property lines and lot size.
- Establish criteria for lot coverage.
- Adopt design and certification criteria to be reviewed by the Engineering Department.

Treasure Coast Newspapers
PART OF THE USA TODAY NETWORK
St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

CITY OF FORT PIERCE LEGALS
PO BOX 1480

FORT PIERCE, FL 34954-1480

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.
Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :
04/07/2023

Subscribed and sworn to before on April 7, 2023:

Kaitlyn Felty
Notary, State of WI, County of Brown

3/7/27
My commission expires

KAITLYN FELTY
Notary Public
State of Wisconsin

Publication Cost: $118.56
Ad No: 0005651309
Customer No: 1309463
PO #: Building Drainage

# of Affidavits 1

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, April 17, 2023 and Monday, May 1, 2023 at their meetings which begin at 5:05 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 23-029 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA AMENDING CHAPTER 103, ARTICLE V, AMENDING SECTION 103-203 – REGULATION OF STORMWATER RUN-OFF; REQUIRED SLOPE TO PROVIDE FOR ENGINEERED DRAINAGE PLAN REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinance; said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox, City Clerk
Pub Apr 17th 2023
TCN5651309

City Commission Regular Meeting - 5:05 pm **12. e.**

Meeting Date: 05/01/2023

Re: Annexation - Weatherbee - Parcel ID: 3403-502-0015-000-5

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

SUBJECT:

Legislative Hearing - Ordinance 23-030 An application annexing a parcel of land approximately 6.79 acres, located west of US Highway 1 on the South side of Weatherbee Road. Parcel ID: 3403-502-0015-000-5. FIRST READING

SUMMARY:

Request for review of an application for an annexation of one (1) parcel into the city, with a City Future Land Use of RM, Medium Density Residential, and a City Zoning of R-4, Medium Density Residential.

RECOMMENDATION:

Staff's recommendation is for the City Commission to vote APPROVAL of the proposed annexation.

ALTERNATIVES:

- Recommendation of approval with conditions
- Recommendation of Dissapproval

RESPONSIBLE STAFF:

Ryan Altizer, Senior Planner

COORDINATED WITH:

- Technical Review Committee
- Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Report & Supporting Documents

Application Packet & Supporting Documents

Staff Presentation

Public Notice Certification

Draft Ordinance

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	04/21/2023 11:20 AM

Form Started By: Ryan Altizer
Started On: 04/19/2023 01:52 PM
Final Approval Date: 04/21/2023

CITY OF FORT PIERCE

CITY COMMISSION

May 1st, 2023

Weatherbee Annexation
Parcel ID: 3403-502-0015-000-5

APPLICANT

REDTAIL DG. Tod Mowery

PROPERTY OWNER(S)

Hoffman Family Limited Prtnshp

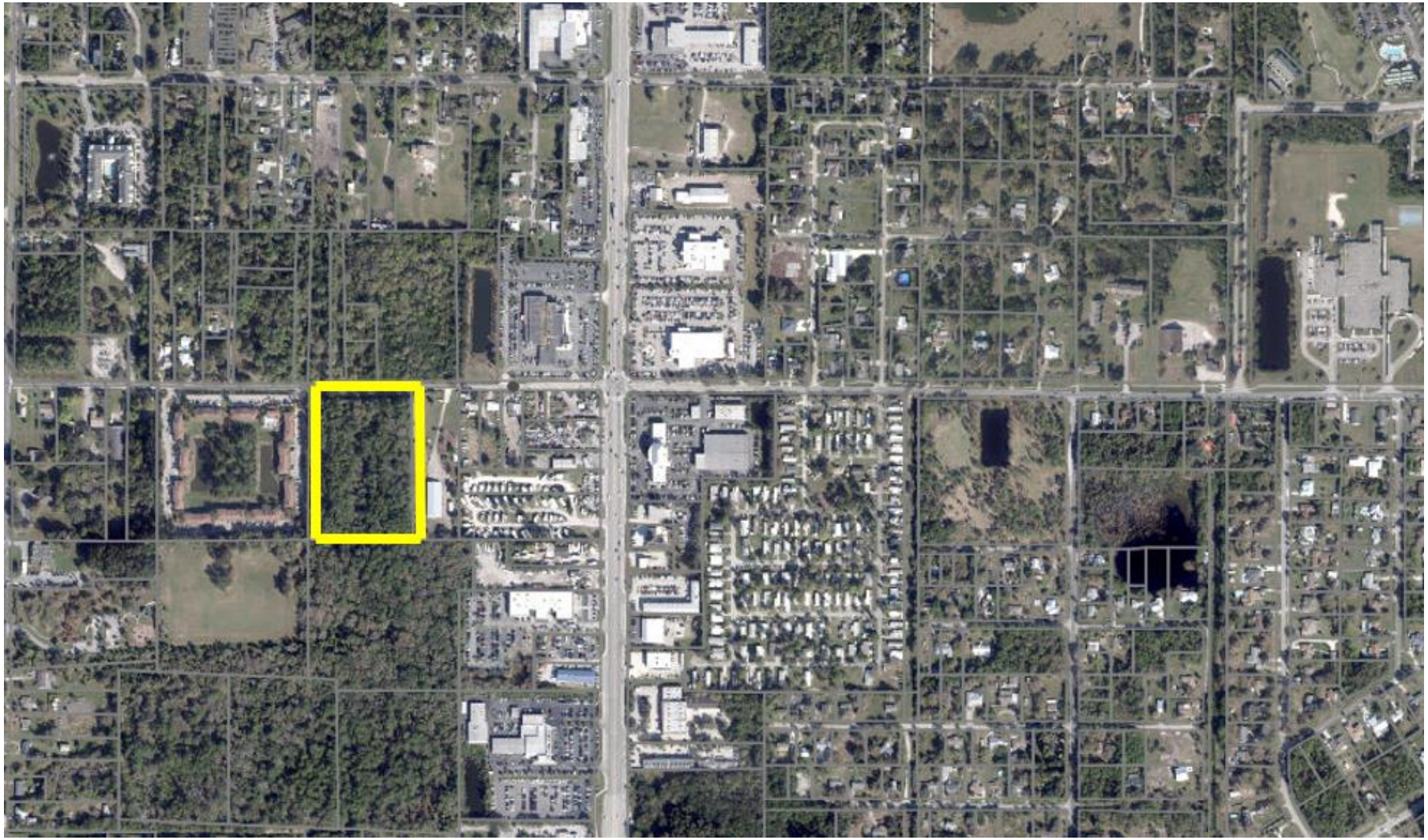
PARCEL ID #(S):

3403-502-0015-000-5

SUMMARY

Request for review of an application for an annexation of one (1) parcel into the city, with a City Future Land Use of RM, Medium Density Residential, and a City Zoning of R-4, Medium Density Residential.

SITE LOCATION



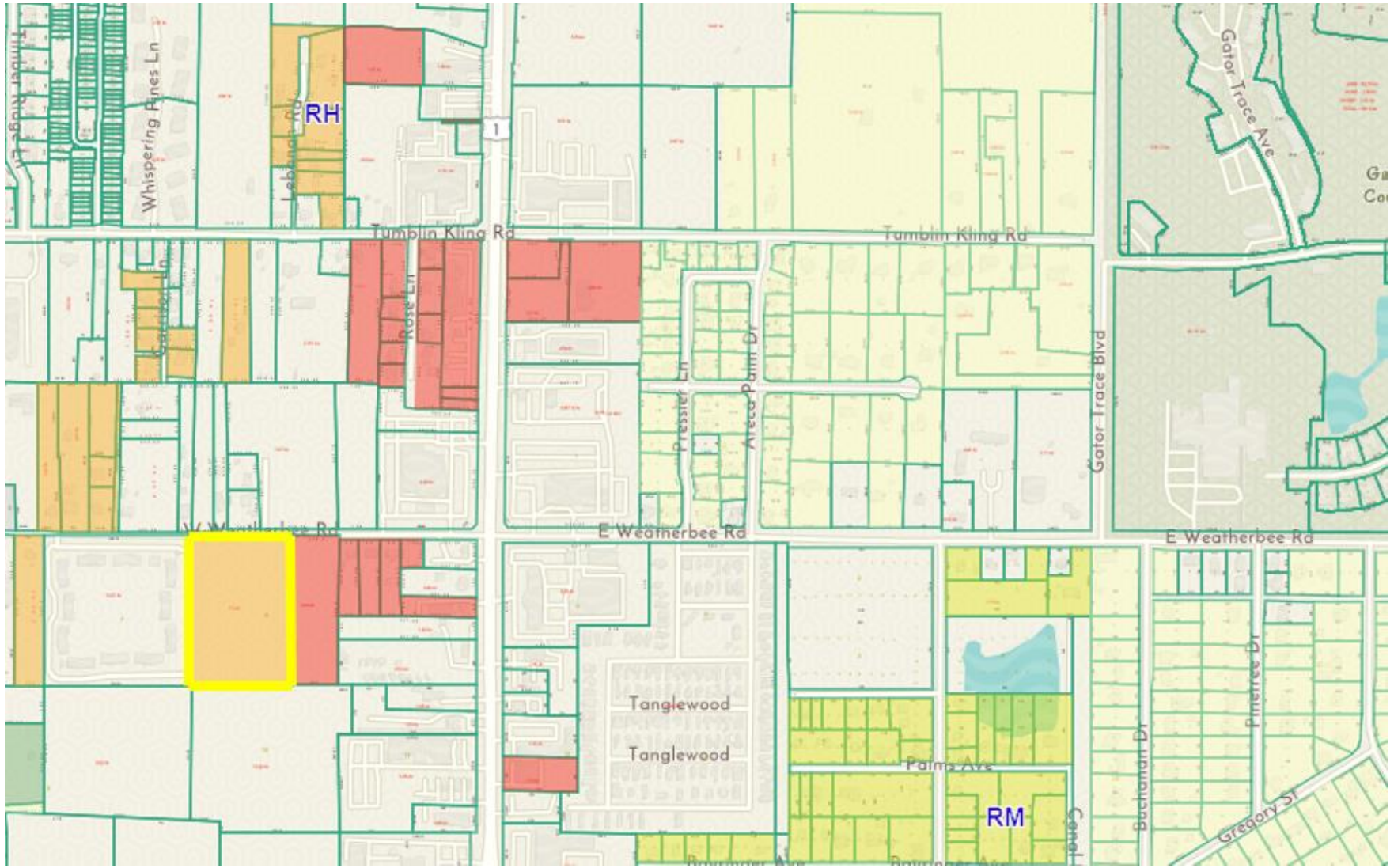
SITE AREA= 6.94 +/- Acres

PARCEL ID 3403-502-0015-000-5 – ANNEXATION

EXISTING/PROPOSED FUTURE LAND USE

Current FLU RH (Residential High, 15 du/a – St. Lucie County)

Proposed FLU RM (Medium Density Residential – City of Fort Pierce)

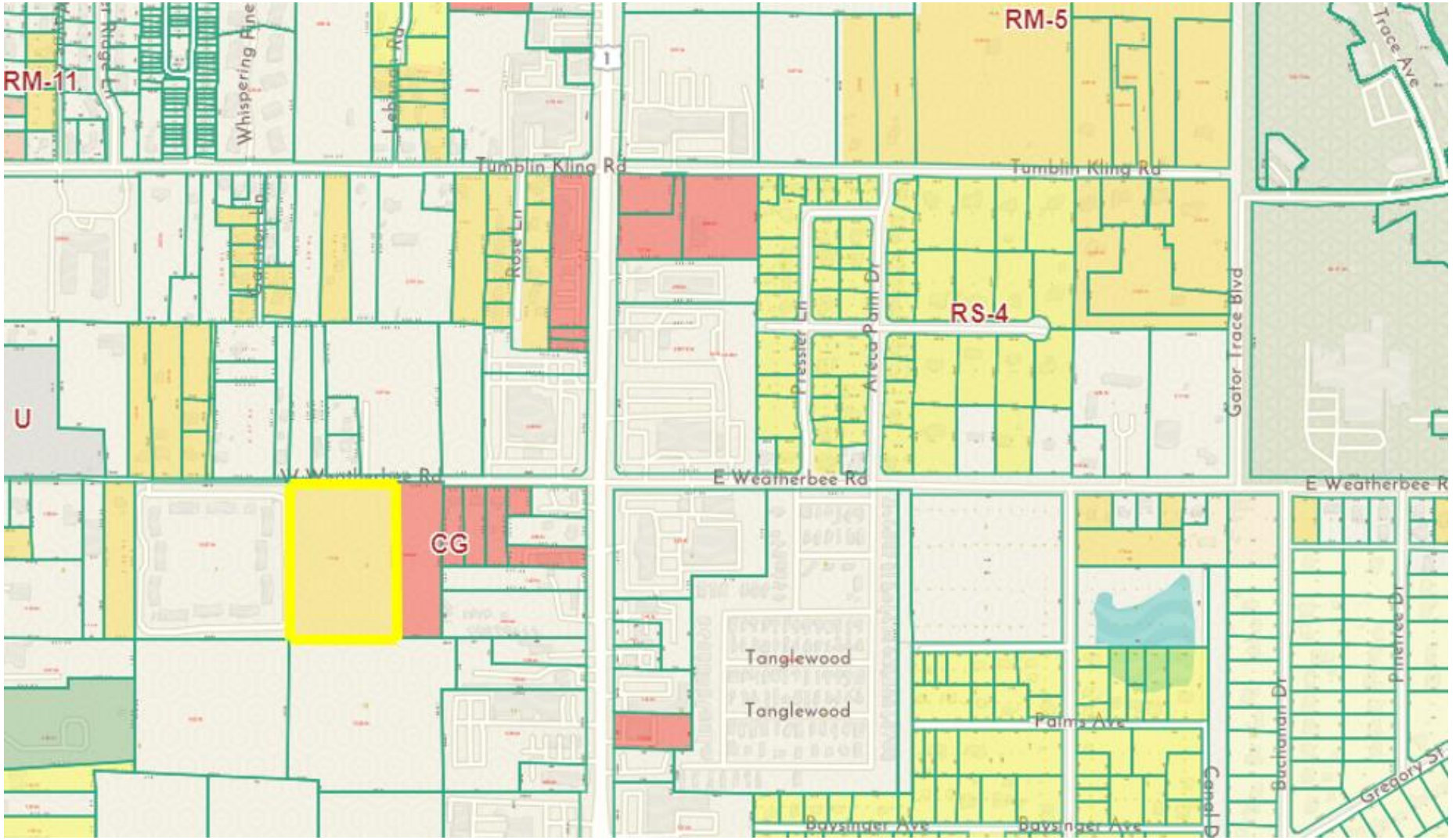


PARCEL ID 3403-502-0015-000-5 – ANNEXATION

EXISTING/PROPOSED ZONING

Currently Zoned RM-11 (Residential, Multi-family-11 du/a – St. Lucie County)

Proposed Zoning R-4 (Medium Density Residential – City of Fort Pierce)



PARCEL ID 3403-502-0015-000-5 – ANNEXATION

PLANNING BOARD'S RECOMMENDATION

At their March 13th, 2023, meeting, the Planning Board voted unanimously to recommend approval of the Annexation.

RECOMMENDATION

Staff's recommendation is for the City Commission to vote APPROVAL of the proposed Annexation.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

PLANNING BOARD

March 13th, 2023

Weatherbee Annexation
Parcel ID: 3403-502-0015-000-5

APPLICANT

REDTAIL DG. Tod Mowery

PROPERTY OWNER(S)

Hoffman Family Limited Prtnshp

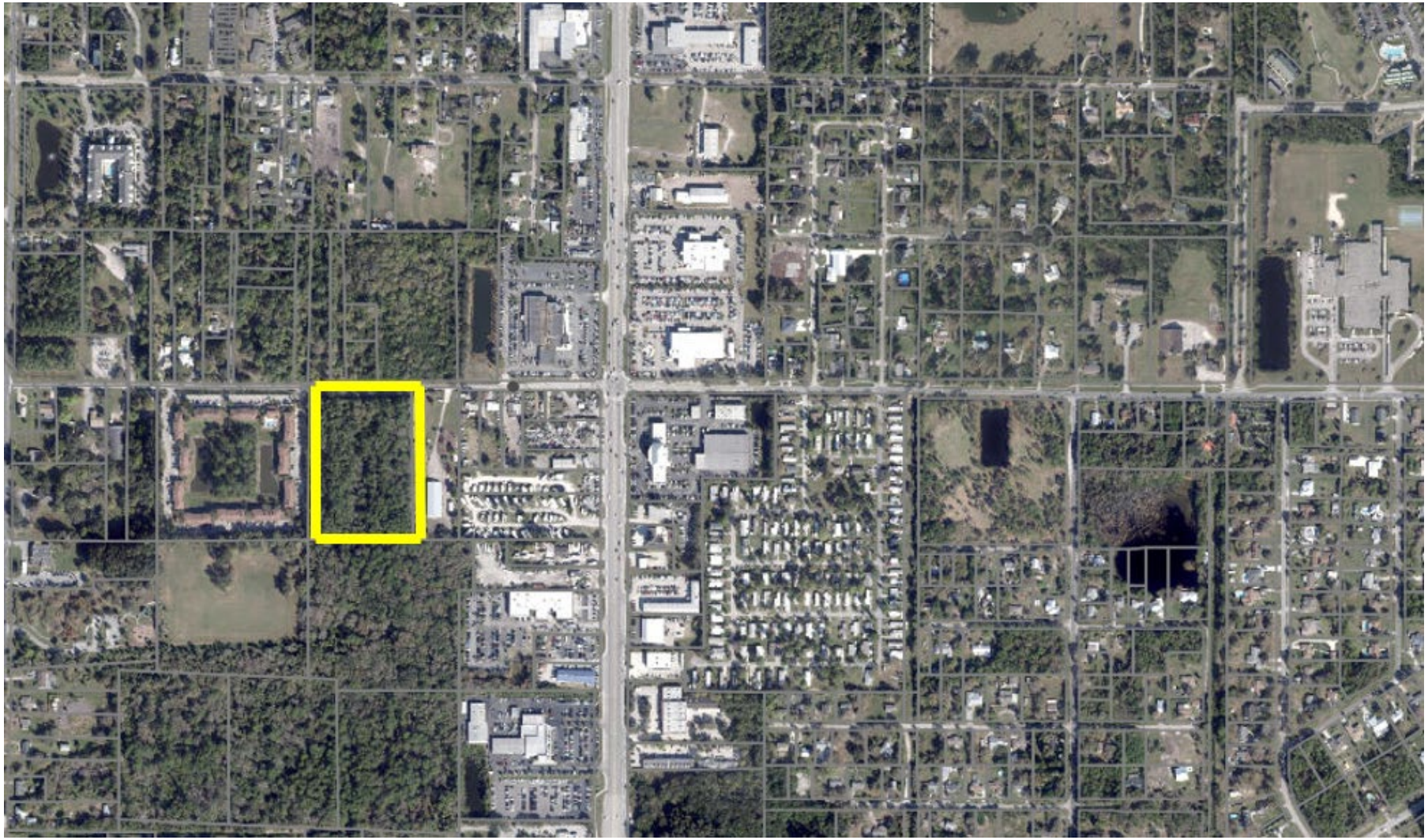
PARCEL ID #(S):

3403-502-0015-000-5

SUMMARY

Request for review of an application for an annexation of one (1) parcel into the city, with a City Future Land Use of RM, Medium Density Residential, and a City Zoning of R-4, Medium Density Residential.

SITE LOCATION

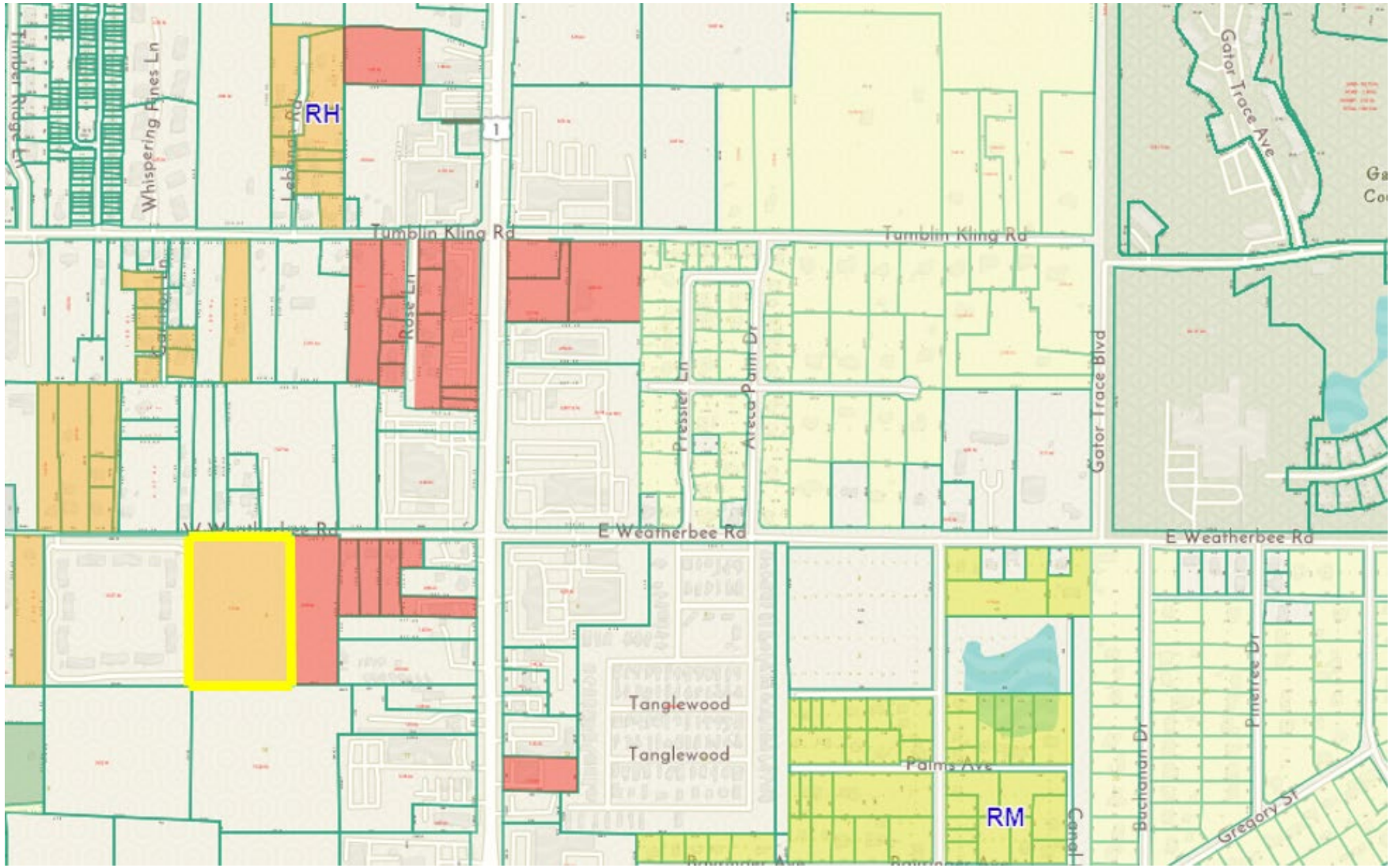


SITE AREA= 6.94 +/- Acres

EXISTING/PROPOSED FUTURE LAND USE

Current FLU RH (Residential High, 15 du/a – St. Lucie County)

Proposed FLU RM (Medium Density Residential – City of Fort Pierce)

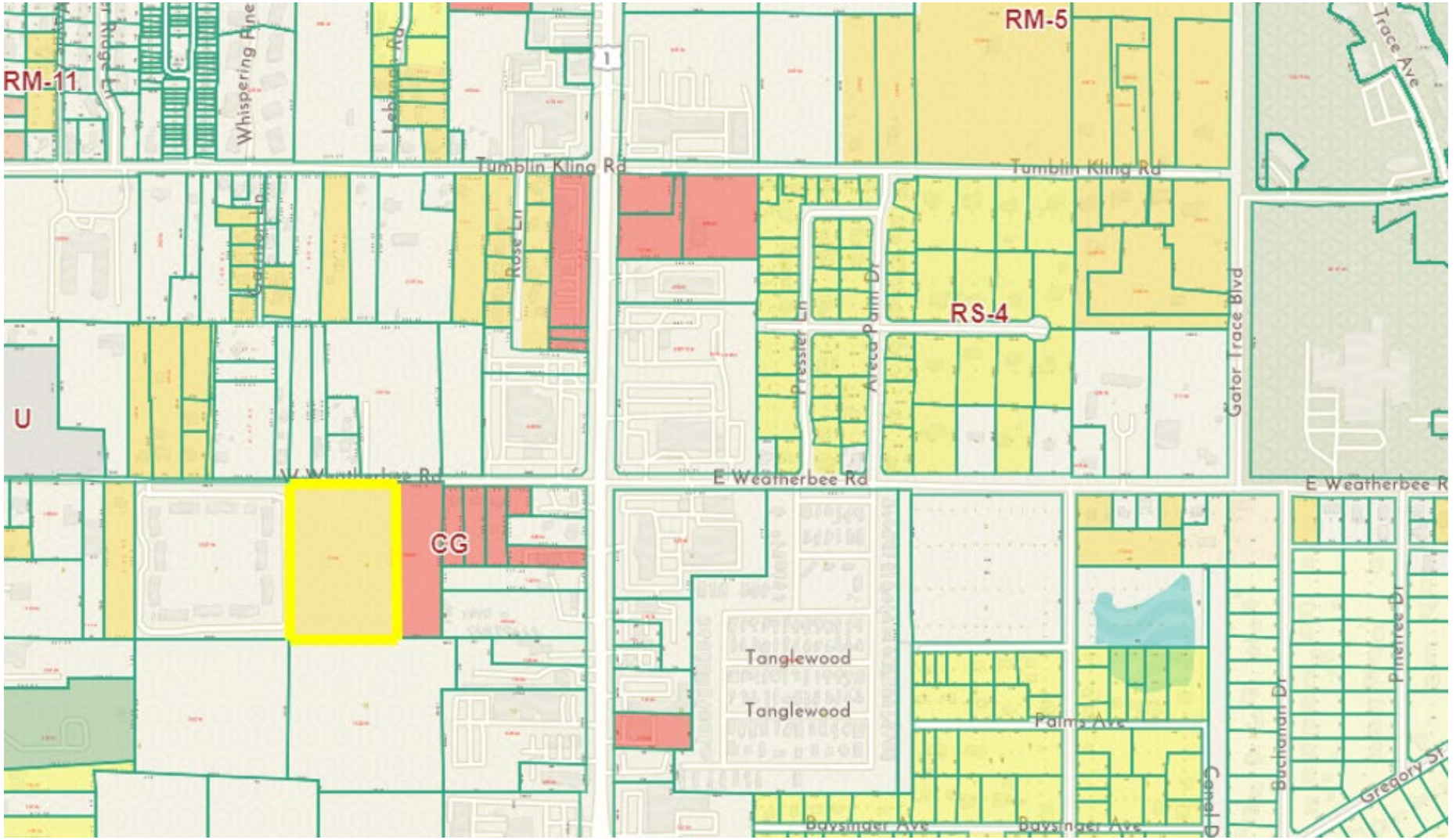


PARCEL ID 3403-502-0015-000-5 – ANNEXATION

EXISTING/PROPOSED ZONING

Currently Zoned RM-11 (Residential, Multi-family-11 du/a – St. Lucie County)

Proposed Zoning R-4 (Medium Density Residential – City of Fort Pierce)



PARCEL ID 3403-502-0015-000-5 – ANNEXATION

RECOMMENDATION

Staff recommendation is for the Planning Board to move the proposed Annexation for approval to City Commission.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with conditions.

2. Recommend Disapproval.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Tod Mowery, AICP
100 S. 2nd Street
Fort Pierce, FL 34950

Subject: Annexation – Weatherbee: Parcel ID 3403-502-0015-000-5 – Technical Review Committee Comments for February 15, 2023 TRC Meeting

City of Fort Pierce Planning Department

1. Is there any information as to what will be proposed on this parcel after it has been annexed into the city?

Fort Pierce Engineering Department

Comments may be forthcoming

Fort Pierce Building Department

1. Building Official or his representative has no comment at the time of this meeting, but reserves submission of comments upon completion of the official plan review.

Fort Pierce Police Department

Comments may be forthcoming

St. Lucie County Planning Department

Comments may be forthcoming

St. Lucie County PW/Engineering

Comments may be forthcoming

City Clerk Office

Comments may be forthcoming

Code Enforcement

Comments may be forthcoming

Fort Pierce Utilities Authority

FPUA W/WW Engineering: Approved,

Water and wastewater (via forcemain) is available to serve the subject parcel. To connect to these services please submit 2 complete sets of utility construction plans to water/wastewater engineering along with a plan review and a commercial service application. Details and Specifications can be found at W/WW Engineering Page. For any additional questions please contact Shane Ostrander sostrander@fpua.com or 772-466-1600 ext 3468.

https://fpua.com/water-and-wastewater-engineering-downloads/

FPUA Electric & Gas Engineering: FPUA Electric & Gas Engineering has reviewed the application. Approved. No further comments.

St. Lucie County Fire District

No comments at this time

Florida Department of Transportation

Comments may be forthcoming

St. Lucie County School Board

Comments may be forthcoming

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

APPLICATION FOR ANNEXATION

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

Application submission shall include the following:

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

In addition to a complete application, packets shall include:

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

1. Address: TBD

2. Legal description of real property for which annexation is being requested:
WHITE CITY S/D 03 36 40 W 7 ACRES OF LOT 6 (MAP 34/03N) (7.00 AC) (OR 1459-2703)

Property Tax ID: 3403-502-0015-000-5

3. Size of described property: 6.79 Acres (According to Survey)

4. Project description: Annexation - Zoning: County RM-11 to City R-4 / Future Land Use: County RH to City RM

5. Current St. Lucie County Future Land Use Designation: RH

6. Current St. Lucie County Zoning: RM-11

7. Is this a Historic property? No

8. Appraised value: $184,800

9. Name of Owner(s): Hoffman Family Limited Prtnshp

Signature of Owner(s): See Agent Authorization Letter
Mailing Address: Hc 89 Box 119
City Pocono Summit State PA Zip 18346
Phone _____ Fax _____

10. Name of Representative: Tod Mowery, AICP

Signature of representative: Tod Mowery

Mailing Address: 100 S. 2nd Street

City) Fort Pierce State FL Zip 34950

Phone 772-742-1555 Fax _____

E-mail: todm@redtaildg.com

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

OFFICE USE:

DATE RECEIVED:_____ Signed:_____

File Number:_____ Check No: _____ Receipt No: _____

TRC Review:_____ Planning Board Review: _____ City Commission: _____

Ordinance No:_____ Date Approved: _____

Hoffman Family Limited Partnership
83 South Street
Morristown, NJ 07960

AGENT CONSENT FORM

Project Name: Multifamily Weatherbee Road

Parcel ID: 3403-502-0015-000-5

BEFORE ME THIS DAY PERSONALLY APPEARED Randy P. Hoffman, Robin L. McShea WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Redtail DG to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a residential development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 04 day of 01, 2023 by Randy P. Hoffman, Robin L. McShea (Name of Person Acknowledging) who is personally known to me or who has produced P.A. Drivers License (type of identification) as identification and who did (did not) take an oath.

Gladys M Roberts
Notary Signature

Gladys M. Roberts
Printed Name of Notary

Commonwealth of Pennsylvania - Notary Seal
Gladys M. Roberts, Notary Public
Luzerne County
My commission expires December 7, 2025
Commission number 1268123
Member, Pennsylvania Association of Notaries

December 7, 2025
My commission expires

Randy P Hoffman
Owner's Signature

Robin L McShea
Owner's Signature

RANDY P HOFFMAN ROBIN L MCSHEA
Owner's Name

2446 Rt 940 Pocono Summit PA
Street Address

18346
City, State, Zip

570-499-9208 5709725597
Telephone / Email

January 20, 2023 Via Email

City of Fort Pierce Planning
100 North US Highway 1
Fort Pierce, FL 34950

RE: Weatherbee Annexation

Dear Planning Staff,

We are pleased to present the City of Fort Pierce with an application for Annexation, for an unaddressed vacant property (approx. 6.79 acres) located west of US Highway 1 on the south side of Weatherbee Road. The Parcel ID for the property is as follows:

1. 3403-502-0015-000-5:
   Current SLC Zoning = Residential, Multi-Family, 11 du/ac (RM-11)
   Current SLC Future Land Use = Residential High 15 du/ac (RH)

   Proposed FP Zoning = Medium Density Residential (R-4)
   Proposed FP Future Land Use = Medium Density Residential (RM)

Through the annexation process we ask that the City grant the property a zoning of Medium Density Residential (R-4) and a Future Land Use designation of Medium Density Residential (RM). As the current County zoning on the property allows up to 11 units per acre, the City zoning of R-4, which allows up to 12 units per acre is the most compatible zoning district and would be considered a like for like designation. Likewise, the current County Future Land Use allows up to 15 units per acre and the request for the city designation of RM, which allows up to 12 units per acre, which would be consistent as well.

While the County RH and City RM designations are not necessarily like for like, Policy 1.11.5 of the Comprehensive Plan allows for the City Commission to designate an alternative Future Land Use at its discretion during the annexation process without having to file for a separate Comprehensive Plan Map Amendment. This request of an RM Future Land Use designation would be consistent/compatible with the zoning designation of R-4 that the property is likely to receive and would be consistent/compatible with the Future Land Use designations of surrounding properties that are within the City Limits.

We look forward to your assistance and response.

Sincerely,

Thank you,
Tod Mowery
Tod Mowery, AICP
President

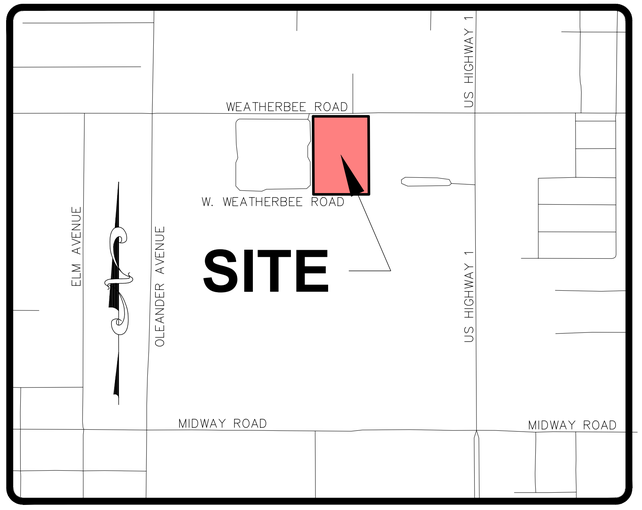
ALTA/NSPS LAND TITLE SURVEY

PREPARED WITH TOPOGRAPHY
FOR JEREMIAH BARON

SCHEDULE B-II ITEMS

TITLE COMMITMENT PREPARED BY
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT # 22126732
COMMITMENT DATE: SEPTEMBER 9, 2022, AT 8:00 AM

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
2. FACTS WHICH WOULD BE DISCLOSED BY AN ACCURATE AND COMPREHENSIVE SURVEY OF THE PREMISES HEREIN DESCRIBED.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
3. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
4. CONSTRUCTION, MECHANIC'S, CONTRACTORS' OR MATERIALMEN'S LIEN CLAIMS, IF ANY, WHERE NO NOTICE THEREOF APPEARS OF RECORD.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
5. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
6. GENERAL OR SPECIAL TAXES AND ASSESSMENTS REQUIRED TO BE PAID IN THE YEAR 2022 AND SUBSEQUENT YEARS.
   AFFECTS SUBJECT PROPERTY; NOT A SURVEY MATTER.
7. ALL MATTERS CONTAINED ON THE PLAT OF WHITE CITY, RECORDED IN PLAT BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
   AFFECTS SUBJECT PROPERTY; SHOWN HEREON.



ST. LUCIE COUNTY, FLORIDA
VICINITY MAP
NO SCALE

SYMBOL & ABBREVIATION LEGEND:

(A)	AIR RELEASE VALVE	ELEC PANEL	ELECTRICAL PANEL	MLWL	MEAN LOWER WATER LINE	SV	SANITARY VALVE
AL	ARC LENGTH	EL./ELEV.	ELEVATION		METAL LIGHT POST	SEC	SECTION
ASPH	ASPHALT	FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY		METAL POWER POLE		PROPERTY CORNER
BFP	BACK FLOW PREVENTER	F.O.	FIBER OPTIC	MP	METAL PIPE		RIGHT-OF-WAY CONTROL
	BENCHMARK (BM) OR GROUND CONTROL POINT (GCP)	FOHH	FIBER OPTIC HAND HOLE	MON	MONUMENT		SIGN
CATV □	CABLE RISER		FIBER OPTIC MARKER	N/D	NON DESCRIPT NAIL AND DISK		SPIGOT
(C)	CALCULATED	FIBER RISER	FIBER OPTIC RISER	N.R.	NON-RADIAL		SPRINKLER VALVE
	CATCH BASIN	(M)	FIELD MEASURED	NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	STA	STATION
℄	CENTERLINE	F.F.E.	FINISHED FLOOR ELEVATION	No.	NUMBER		STREET SIGN
CCR	CERTIFIED CORNER RECORD	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	O.R.B.	OFFICIAL RECORDS BOOK	TELE RISER	TELEPHONE RISER BOX
CLF	CHAIN LINK FENCE	FPL	FLORIDA POWER AND LIGHT	OHW	OVER HEAD WIRES	TOE	TOE OF SLOPE
CHD.	CHORD	FT	FOOT	PG	PAGE	TOB	TOP OF BANK/BERM
CO O	CLEAN OUT	FM	FORCE MAIN	PCN	PARCEL CONTROL NUMBER	T.O.N.	TOP OF NUT
COMM RISER	COMMUNICATION RISER	FND	FOUND	PK NAIL	PARKER-KALON NAIL	X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)
CONC	CONCRETE	(F)	FPL MANHOLE	PK/D	PARKER-KALON NAIL & DISK	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
	CONCRETE LIGHT POST	SQ. FT.	SQUARE FEET	PCP	PERMANENT CONTROL POINT	TWNSHP	TOWNSHIP
CM	CONCRETE MONUMENT	GAS	GAS VALVE	PRM	PERMANENT REFERENCE MONUMENT		TRAFFIC HANDHOLD
CPP	CONCRETE POWER POLE (CPP)	GIS	GEOGRAPHIC INFORMATION SYSTEMS	P.B.	PLAT BOOK		TRAFFIC SIGNAL CONTROL BOX
	CONCRETE POWER POLE W/STREET LIGHT	GND	GROUND	(P)	PLAT DATA	TSCB	
	CONCRETE SIGNAL LIGHT POLE		GUY WIRE ANCHOR	P.O.B.	POINT OF BEGINNING	TYP	TYPICAL
CMP	CORRUGATED METAL PIPE		HANDICAP	P.O.C.	POINT OF COMMENCEMENT	U.E.	UTILITY EASEMENT
	CURB INLET	HDPE	HIGH DENSITY POLYETHYLENE PIPE	P.C.C.	POINT OF COMPOUND CURVE	SS	UNDERGROUND SANITARY
HWF			HOG WIRE FENCE	P.C.	POINT OF CURVATURE	DRN	UNDERGROUND STORM
	DECORATIVE LIGHT POST		HYDRANT	P.T.	POINT OF TANGENCY	UNK	UNKNOWN
(D)	DEED	IN	INCH	P.O.T.	POINT OF TERMINUS	UNK HH	UNKNOWN HANDHOLD
D.B.	DEED BOOK	INV	INVERT	PVC	POLYVINYL CHLORIDE		UNKNOWN RISER BOX
Δ	DELTA/CENTRAL ANGLE	IP	IRON PIPE	PLS	PROFESSIONAL LAND SURVEYOR	RISER BOX	
⌀	DIAMETER (DIA.)	IR	IRON ROD	R	RADIUS		UNKNOWN TYPE MANHOLE
	DRAINAGE MANHOLE	IR/C	IRON ROD AND CAP	RGE	RANGE	VCP	VITRIFIED CLAY PIPE
DIP	DUCTILE IRON PIPE		IRRIGATION CONTROL VALVE	RTK	REAL TIME KINEMATIC	W	WATER SERVICE METER (WM)
EOP	EDGE OF PAVEMENT	L	LENGTH	RWV	RECLAIMED WATER VALVE	WV	WATER VALVE (WV)
EOW	EDGE OF WATER		LIGHT POST	RLS	REGISTERED LAND SURVEYOR		WELL
EB	ELECTRIC BOX	MAG/D	MAG NAIL MAG BRAND NAIL	RCP	REINFORCED CONCRETE PIPE	WF	WOOD FENCE
EHH	ELECTRIC HAND HOLE (EHH)		MAILBOX	R/W	RIGHT-OF-WAY		WOOD POLE STREET LIGHT
EM	ELECTRIC METER	MHWL	MEAN HIGH WATER LINE	R/C	ROD AND CAP		WOOD POWER POLE
				(S)	SANITARY MANHOLE		

LIDAR FLIGHT NOTES & ACCURACY REPORT:

1. THIS SITE WAS FLOWN DURING NOVEMBER 11, 2022 UTILIZING A DJI MATRICE 300 UAV.
2. FLIGHT PLANNING WAS PERFORMED WITH DJI PILOT FOR FLIGHT PLANNING AND POST-PROCESSED USING DJI TERRA AND TRIMBLE BUSINESS CENTER.
3. THE FLIGHT WAS OBSERVED BY CERTIFIED REMOTE PILOT NUMBER 4481104.
4. GROUND ELEVATIONS WERE SPOT CHECKED WITH GLOBAL POSITIONING SYSTEM (GPS) REAL TIME KINEMATIC (RTK) OBSERVATION.
5. FEATURES ARE LIMITED TO THOSE VISIBLE AT TIME OF THE FLIGHT AND ARE SUBJECT TO FIELD VERIFICATION BY THE END USER. AREAS DESIGNATED AS "OBSCURED" INDICATE THE GROUND IS OBSCURED BY VEGETATION AND/OR SHADOWS. MAPPING WITHIN THESE AREAS MAY NOT MEET STANDARD ACCURACY.
6. RELATIVE ACCURACY:
   - VERTICAL ACCURACY IS ± 0.25' FOR OPEN AREAS
   - VERTICAL ACCURACY IS ± 0.50' AREAS OF DENSE VEGETATION.

LEGAL DESCRIPTION:

THE WEST SEVEN ACRES OF LOT 6 OF THE SUBDIVISION OF WHITE CITY IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, AS PER PLAT OF SAID SUBDIVISION ON FILE IN PLAT BOOK 1, AT PAGE 23, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, EXCEPTING THEREFROM ALL RIGHTS OF WAY FOR DRAINAGE CANALS AND PUBLIC ROADS.

CONTAINING 6.79 ACRES, MORE OR LESS.

SURVEYORS NOTES AND REPORT:

1. THIS BOUNDARY SURVEY WAS PERFORMED FOR THE PURPOSE OF MAPPING EXISTING FEATURES AND CONDITIONS, AS SHOWN AND DEPICTED HEREON. I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS IS A TRUE AND ACCURATE DEPICTION OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON NOVEMBER 29, 2022. I FURTHER CERTIFY THAT SAID DRAWING IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
2. THIS SURVEY MAP AND REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR ORIGINAL ELECTRONIC SIGNATURE. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC.. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
3. THE LAST DATE OF FIELD WORK (AND DATA ACQUISITION) WAS NOVEMBER 29, 2022.
4. LEGAL DESCRIPTION AND MATTERS OF RECORD HEREON SHOWN IN REFERENCE TO THE TITLE COMMITMENT PREPARED BY LIBERTY TITLE COMPANY OF AMERICA, INC., COMMITMENT NUMBER 22126732, HAVING AN EFFECTIVE DATE OF SEPTEMBER 9, 2022.
5. PARCEL(S) CONTAIN A TOTAL OF 6.79 ACRES, MORE OR LESS.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM-EAST ZONE, NAD 83 (1990).
7. UNDERGROUND UTILITIES, UTILITY SERVICES, FOUNDATIONS, AND IMPROVEMENTS WERE NOT LOCATED AS A PART OF THIS SURVEY, UNLESS FEATURES WERE VISIBLE AT THE SURFACE LEVEL.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH AND REFERENCE TO THE LINE LABELED HEREON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
10. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON THE FLORIDA PERMANENT REFERENCE NETWORKS (FPRN) USING GPS REAL TIME KINEMATIC (RTK) OBSERVATION WITH AND ACCURACY OF ±0.06'-0.10'. SITE BENCHMARKS UTILIZED ARE SHOWN HEREON.
11. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLE'S "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
12. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
13. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES, AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
14. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
15. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN AN AREA OF MINIMAL FLOOD HAZARD (ZONE X) AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0189K, HAVING AN EFFECTIVE DATE OF FEBRUARY 19, 2020. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.

CERTIFIED TO:

1. BENJAMIN HOLDINGS LLC
2. LIBERTY TITLE
3. COMPANY OF AMERICA, INC.
4. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

ALTA CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 7(a), 8, 13, 14, 15, 16, 17, 18, & 19 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON NOVEMBER 29, 2022.

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE:

ENGINEERS ◔ SURVEYORS
ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

MJ/ABS/SPT — DRAWN BY
MTO — CHECKED BY
SV — FIELD CREW
22-424 ALTA.dwg — FILENAME
AS SHOWN — SCALE
December 8, 2022 — DATE

REVISION COMMENTS — DATE

ALTA/NSPS LAND TITLE SURVEY
PREPARED WITH TOPOGRAPHY
FOR: JEREMIAH BARON
WEST 7 ACRES OF LOT 6
SUBDIVISON OF WHITE CITY
SEC. 03, TWNSHP. 36 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

22-424

1 OF 2

Z:\EDC-2022\22-424 - J Baron - 7 acres Weatherbee\SURVEY\Dwg - PDF\Survey\22-424 ALTA.dwg, 12/8/2022 4:22 PM
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ALTA/NSPS LAND TITLE SURVEY

PREPARED WITH TOPOGRAPHY
FOR JEREMIAH BARON



SYMBOL & ABBREVIATION LEGEND:

Ⓐ	AIR RELEASE VALVE	AL	ARC LENGTH
ASPH	ASPHALT	BFP	BACK FLOW PREVENTER
	BENCHMARK (BM) OR GROUND CONTROL POINT (GCP)	CATV □	CABLE RISER
(C)	CALCULATED		CATCH BASIN
℄	CENTERLINE	CCR	CERTIFIED CORNER RECORD
CLF	CHAIN LINK FENCE	CHD.	CHORD
CO ○	CLEAN OUT	COMM RISER □	COMMUNICATION RISER
CONC	CONCRETE		CONCRETE LIGHT POST
CM	CONCRETE MONUMENT	CPP ⊠	CONCRETE POWER POLE (CPP)
	CONCRETE POWER POLE W/STREET LIGHT		CONCRETE SIGNAL LIGHT POLE
CMP	CORRUGATED METAL PIPE		CURB INLET
	DECORATIVE LIGHT POST	(D)	DEED
D.B.	DEED BOOK	Δ	DELTA/CENTRAL ANGLE
⌀	DIAMETER (DIA.)	Ⓓ	DRAINAGE MANHOLE
DIP	DUCTILE IRON PIPE	EOP	EDGE OF PAVEMENT
EOW	EDGE OF WATER	EB □	ELECTRIC BOX
EHH	ELECTRIC HAND HOLE (EHH)	EM ⊠	ELECTRIC METER
ELEC PANEL	ELECTRICAL PANEL	EL./ELEV.	ELEVATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY	F.O.	FIBER OPTIC
FOHH	FIBER OPTIC HAND HOLE		FIBER OPTIC MARKER
FIBER RISER □	FIBER OPTIC RISER	(M)	FIELD MEASURED
F.F.E.	FINISHED FLOOR ELEVATION	FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FPL	FLORIDA POWER AND LIGHT	FT	FOOT
FM	FORCE MAIN	FND	FOUND
Ⓕ	FPL MANHOLE	SQ. FT.	SQUARE FEET
GAS ⋈	GAS VALVE	GIS	GEOGRAPHIC INFORMATION SYSTEMS
GND	GROUND		GUY WIRE ANCHOR
	HANDICAP	HDPE	HIGH DENSITY POLYETHYLENE PIPE
HWF	HOG WIRE FENCE		HYDRANT
IN	INCH	INV	INVERT
IP	IRON PIPE	IR	IRON ROD
IR/C	IRON ROD AND CAP		IRRIGATION CONTROL VALVE
L	LENGTH		LIGHT POST
MAG/D	MAG NAIL MAG BRAND NAIL	Ⓜ	MAILBOX
MHWL	MEAN HIGH WATER LINE	MLWL	MEAN LOWER WATER LINE
	METAL LIGHT POST		METAL POWER POLE
MP	METAL PIPE	MON	MONUMENT
N/D	NON DESCRIPT NAIL AND DISK	N.R.	NON-RADIAL
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988	No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK	OHW	OVER HEAD WIRES
PG	PAGE	PCN	PARCEL CONTROL NUMBER
PK NAIL	PARKER-KALON NAIL	PK/D	PARKER-KALON NAIL & DISK
PCP	PERMANENT CONTROL POINT	PRM	PERMANENT REFERENCE MONUMENT
P.B.	PLAT BOOK	(P)	PLAT DATA
P.O.B.	POINT OF BEGINNING	P.O.C.	POINT OF COMMENCEMENT
P.C.C.	POINT OF COMPOUND CURVE	P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY	P.O.T.	POINT OF TERMINUS
PVC	POLYVINYL CHLORIDE	PLS	PROFESSIONAL LAND SURVEYOR
R	RADIUS	RGE	RANGE
RTK	REAL TIME KINEMATIC	RWV ⋈	RECLAIMED WATER VALVE
RLS	REGISTERED LAND SURVEYOR	RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY	R/C	ROD AND CAP
Ⓢ	SANITARY MANHOLE	SV ⋈	SANITARY VALVE
SEC	SECTION		PROPERTY CORNER
	RIGHT-OF-WAY CONTROL		SIGN
	SPIGOT		SPRINKLER VALVE
STA	STATION		STREET SIGN
TELE RISER □	TELEPHONE RISER BOX	TOE	TOE OF SLOPE
TOB	TOP OF BANK/BERM	T.O.N.	TOP OF NUT
X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)	X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
TWNSHP	TOWNSHIP	Ⓣ	TRAFFIC HANDHOLD
TSCB	TRAFFIC SIGNAL CONTROL BOX	TYP	TYPICAL
U.E.	UTILITY EASEMENT	SS	UNDERGROUND SANITARY
DRN	UNDERGROUND STORM	UNK	UNKNOWN
UNK	UNKNOWN HANDHOLD	RISER BOX □	UNKNOWN RISER BOX
Ⓤ	UNKNOWN TYPE MANHOLE	VCP	VITRIFIED CLAY PIPE
Ⓦ	WATER SERVICE METER (WM)	WV ⋈	WATER VALVE (WV)
	WELL	WF	WOOD FENCE
	WOOD POLE STREET LIGHT		WOOD POWER POLE

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

Z:\EDC-2022\22-424 - J Baron - 7 acres Weatherbee\SURVEY\Dwg - PDF\Survey\22-424 ALTA.dwg, 12/8/2022 4:22 PM
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L.B. CERTIFICATE OF AUTHORIZATION 8098

DRAWN BY	MD/AB/BS/PT
CHECKED BY	MTD
FIELD CREW	SV
FILENAME	22-424 ALTA.dwg
SCALE	AS SHOWN
DATE	December 8, 2022

REVISION COMMENTS — DATE

ALTA/NSPS LAND TITLE SURVEY
PREPARED WITH TOPOGRAPHY
FOR: JEREMIAH BARON
WEST 7 ACRES OF LOT 6
SUBDIVISON OF WHITE CITY
SEC. 03, TWNSHP. 36 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

EDC
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

22-424

2 OF 2

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1980533 OR BOOK 1459 PAGE 2703
Recorded:11/28/01 11:29

* Doc Assump:	$	0.00
* Doc Tax :	$	0.70
* Int Tax :	$	0.00

This Deed,

Made this 5th day of November, 2001

BETWEEN Lois Hoffman, Widower, of HC 89, Box 119, Pocono Summit, Pennsylvania 18436-9711, hereinafter referred to as Grantor

A
N
D

Hoffman Family Limited Partnership, of HC 89, Box 119, Pocono Summit, Pennsylvania 18436-9711, hereinafter referred to as Grantee.

WITNESSETH, that the said Grantor for and in consideration of the sum of **One and no/100 ($1.00) Dollars** to her in hand paid by the said Grantee at or before the sealing and delivery hereof, receipt whereof is hereby acknowledged, has granted, conveyed, bargained, sold, assigned, released and confirmed unto the said Grantee, its successors and assigns,

ALL THAT CERTAIN parcel of land lying and being in the County of St. Lucie, and State of Florida, more particularly described as follows:

The west seven acres of Lot 6 of the Subdivision of White City in Section 3, Township 36 South, Range 40 East, as per plat of said Subdivision on file in Plat Book 1, at page 23, of the public records of St. Lucie County, Florida, excepting therefrom all rights of way for drainage canals and Public Roads.

BEING the same premises which Paul Browning and Eula Browning, his wife, by their certain deed dated March 1, 1968, granted and conveyed unto Paul Hoffman and Lois Hoffman, his wife, said deed being recorded in St. Lucie County Deed Book 236 at page 132-133, on March 6, 1958. The said Paul Hoffman having departed this life on the 22nd day of January, 1996, leaving his wife, Lois Hoffman as owner in fee by operation of law.

SUBJECT to the exceptions, reservations, easements, conditions, covenants and restrictions as contained in the chain of title.

E. Nellie & Coleman PC

Parcel Identification Number - 340350200150005.

TO HAVE AND TO HOLD the said lot or piece of ground above described with the buildings and improvements thereon erected, hereditaments and premises hereby granted or mentioned, and intended to be, with the appurtenances, unto the Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever.

AND the said Grantor does hereby Warrant GENERALLY the property hereby conveyed.

NO TITLE SEARCH WAS REQUESTED OR PERFORMED AND NO WARRANTY MADE WITH RESPECT THERETO BY THE LAWFIRM OF TELLIE AND COLEMAN, P.C.

This Deed was prepared by the Law Office of Tellie and Coleman, P.C., 310 E. Drinker Street, Dunmore, Pennsylvania 18512.

IN WITNESS WHEREOF, the said Grantor has hereunto set her hands and seals the day and year first above written.

WITNESS:

NICHOLAS D. TELLIE

DAWNA McHALE

Lois Hoffman

OR BOOK 1459 PAGE 2705

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Lackawanna :

ON THIS, the 5th day of November, 2001, before me the undersigned officer, personally appeared Lois Hoffman, Widower, known to me or satisfactorily proven, to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

NOTARIAL SEAL
PATRICIA A. SCHMALZLE, Notary Public
Dunmore Boro., Lackawanna County
My Commission Expires FEB. 2, 2002

Patricia A Schmalzle
Notary Public

I hereby certify that the precise residence of the Grantee is:

HC 89 Box 119
Pocono Summit Pa 18436-9711

BY: Norbert Dolbee

CITY OF FORT PIERCE

CITY COMMISSION

May 1st, 2023

Weatherbee Annexation
Parcel ID: 3403-502-0015-000-5

APPLICANT

REDTAIL DG. Tod Mowery

PROPERTY OWNER(S)

Hoffman Family Limited Prtnshp

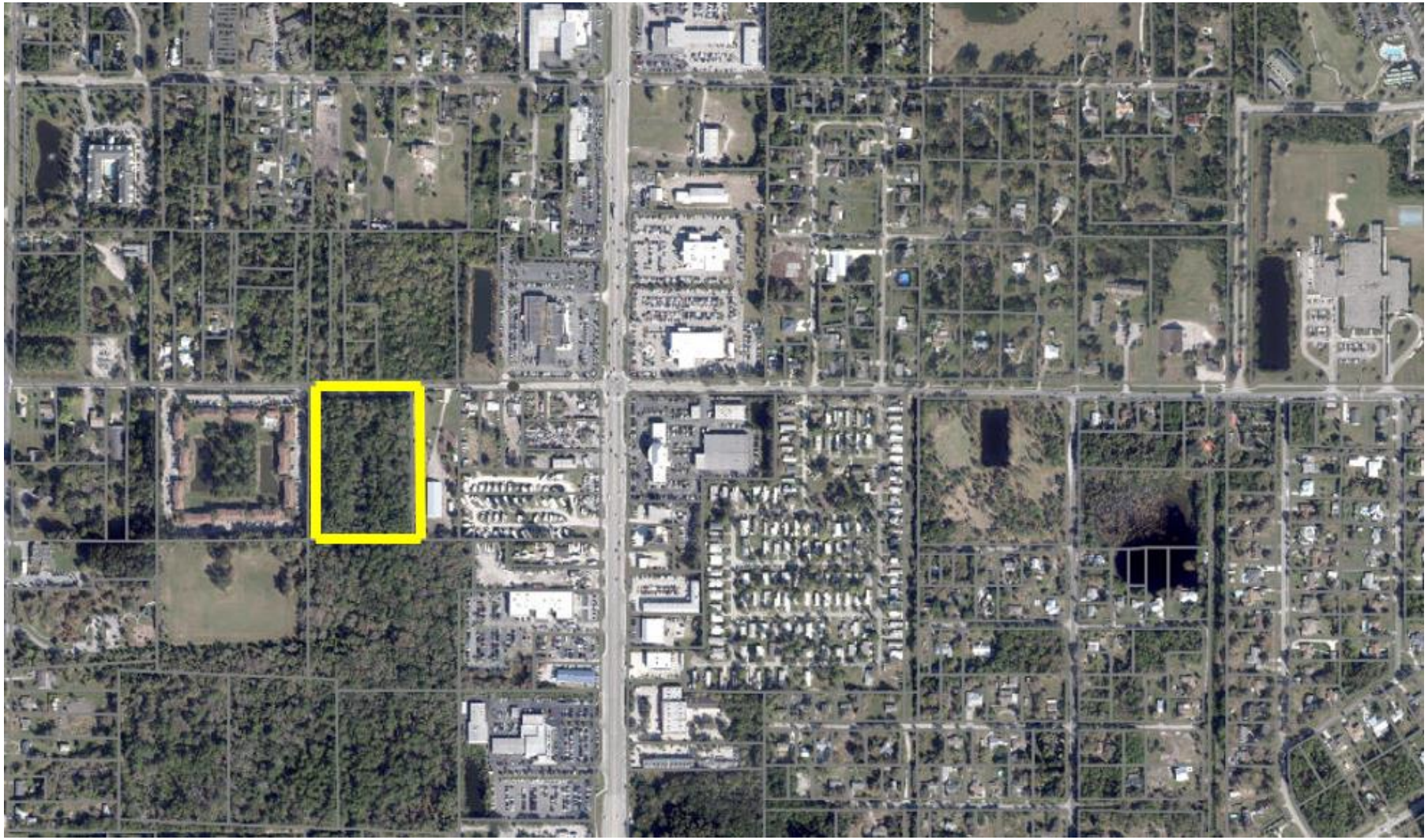
PARCEL ID #(S):

3403-502-0015-000-5

SUMMARY

Request for review of an application for an annexation of one (1) parcel into the city, with a City Future Land Use of RM, Medium Density Residential, and a City Zoning of R-4, Medium Density Residential.

SITE LOCATION



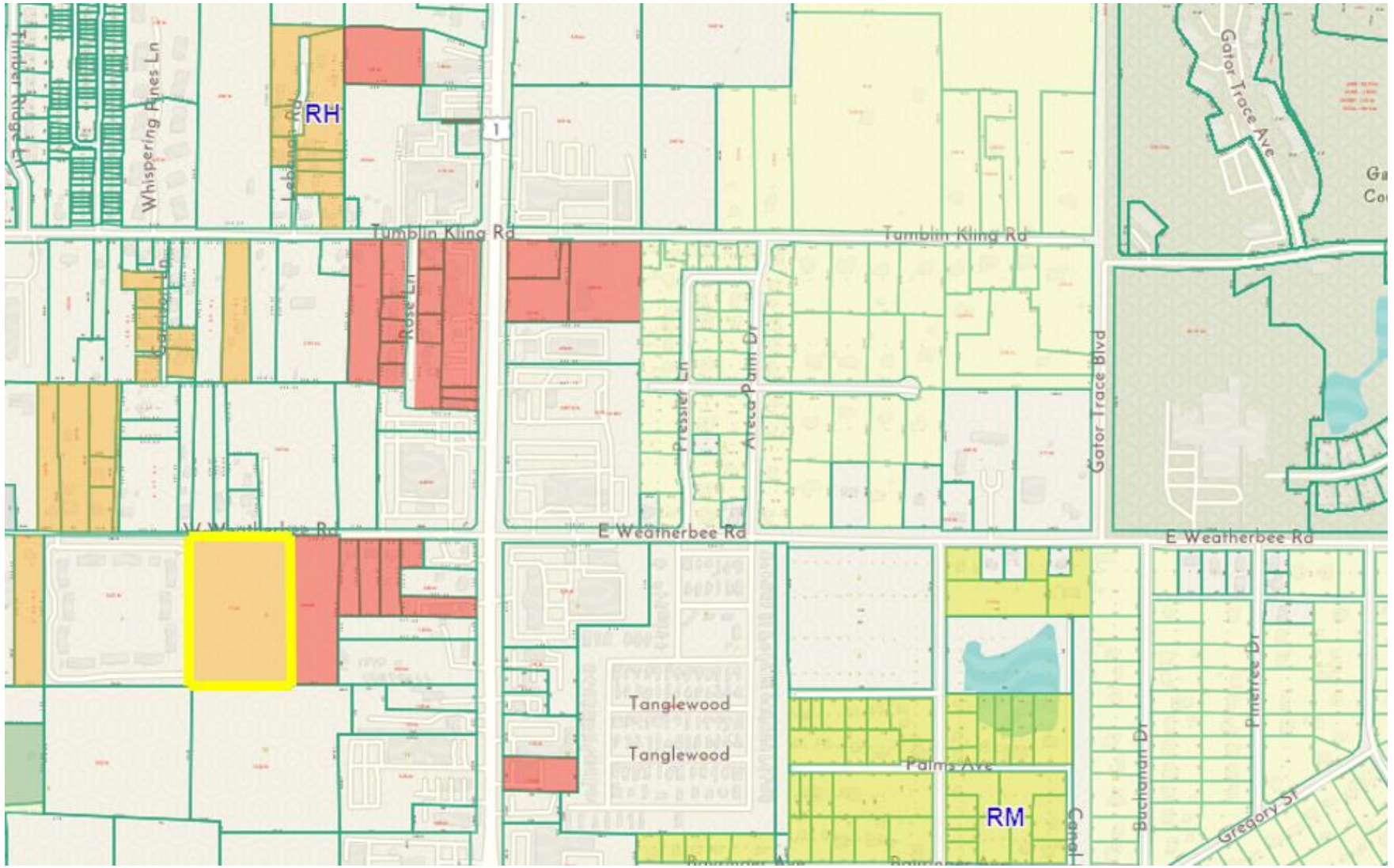
SITE AREA= 6.94 +/- Acres

PARCEL ID 3403-502-0015-000-5 – ANNEXATION

EXISTING/PROPOSED FUTURE LAND USE

Current FLU RH (Residential High, 15 du/a – St. Lucie County)

Proposed FLU RM (Medium Density Residential – City of Fort Pierce)

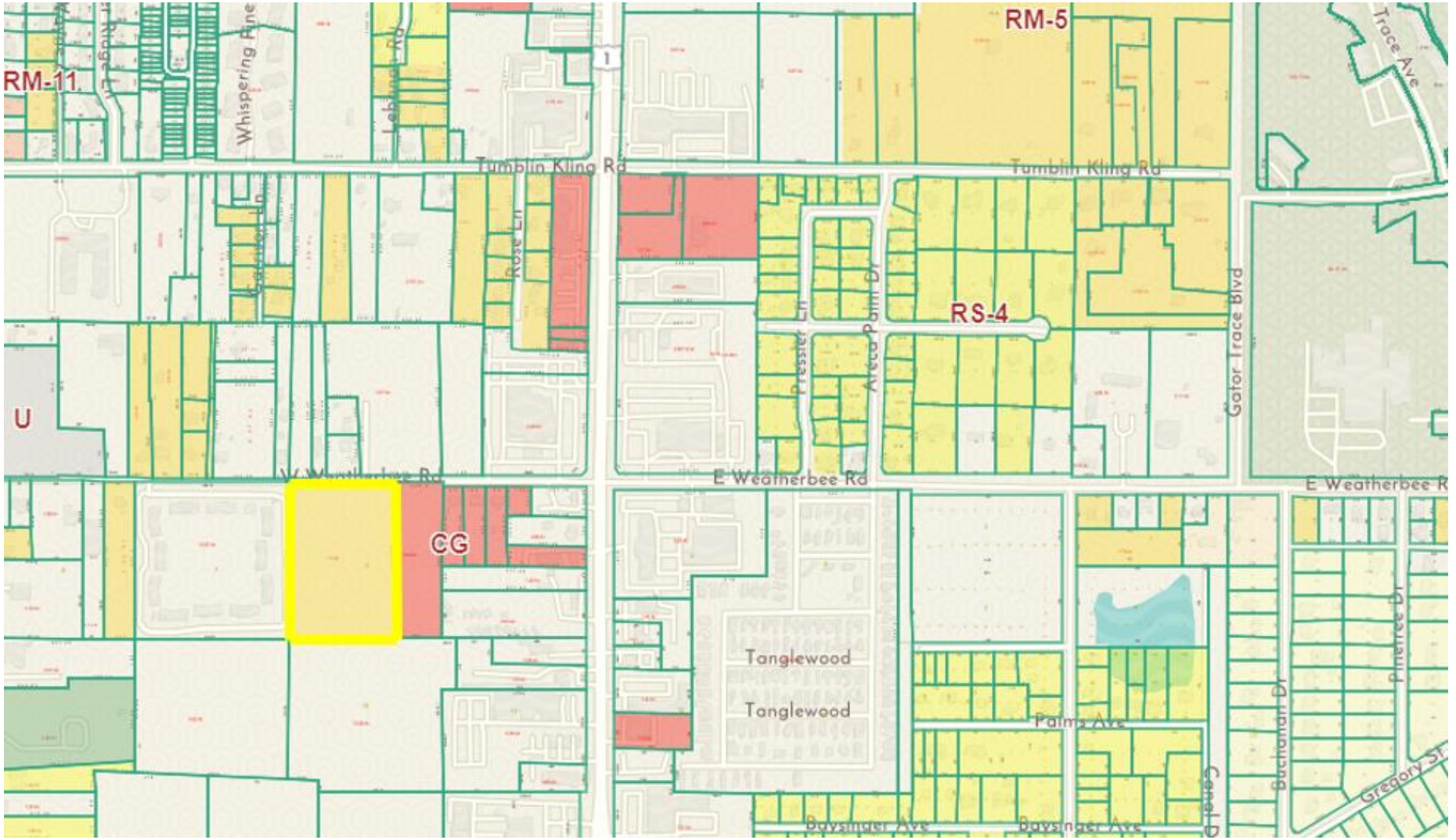


PARCEL ID 3403-502-0015-000-5 – ANNEXATION

EXISTING/PROPOSED ZONING

Currently Zoned RM-11 (Residential, Multi-family-11 du/a – St. Lucie County)

Proposed Zoning R-4 (Medium Density Residential – City of Fort Pierce)



PARCEL ID 3403-502-0015-000-5 – ANNEXATION

PLANNING BOARD'S RECOMMENDATION

At their March 13th, 2023, meeting, the Planning Board voted unanimously to recommend approval of the Annexation.

RECOMMENDATION

Staff's recommendation is for the City Commission to vote APPROVAL of the proposed Annexation.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with conditions.

2. Recommend Disapproval.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Weatherbee Annexation

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: April 16th and April 30th, 2023

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Ryan Altizer

TITLE: Senior Planner

SIGNATURE: Ryan Altizer

DATE: 4/19/2023

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

Run Twice: Sunday, April 16, 2023
Sunday, April 30, 2023

SEND PROOF OF PUBLICATION TO: LINDA W. COX, CITY CLERK

CITY OF FORT PIERCE
NOTICE OF PROPOSED ANNEXATION

The City Commission of the City of Fort Pierce, Florida, pursuant to Chapter 171 of Florida State Statutes, and of the Code of Ordinances of the City of Fort Pierce, will on Monday, May 1, 2023, and Monday, May 15, 2023 hold Public Hearings on the enactment of the following proposed annexation ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m.; said ordinances entitled:

ORDINANCE NO. 23-030: AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR WEST OF US HIGHWAY ON THE SOUTH SIDE OF WEATHERBEE ROAD, PARCEL ID: 3403-502-0015-000-5, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

(INSERT MAP HERE)

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

Pursuant to Section 286.0105, Florida Statutes, the City hereby advises you that if you or another person decide to appeal any decision made by the City Commission with respect to any matter considered at its meeting or hearing, that you or said person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

/s/ Linda W. Cox
City Clerk
Publish: 4-16-2023 and 4-30-2023

ORDINANCE NO. 23-030

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCEL AT OR NEAR **WEST OF US HIGHWAY ON THE SOUTH SIDE OF WEATHERBEE ROAD, PARCEL ID: 3403-502-0015-000-5,** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING THE ZONING DESIGNATION; ESTABLISHING THE LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and;

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the owners have submitted an application petitioning the property to be annexed to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of the current owner of the property to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their March 13, 2023 meeting, voted 7 to 0 to recommend Approval of the request; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation by mail to the St. Lucie County Administrator’s Office on March 28th, 2023, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on March 28th, 2023, no fewer than ten (10) days prior to publishing or posting the ordinance notice; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit “A”, attached hereto, and incorporated herein; and annexed into the City:

a) Parcel ID: 3403-502-00015-000-5

The west seven acres of Lot 6 of the Subdivision of White City in Section 3, Township 36 South, Range 40 East, as per Plat of said Subdivision on file in Plat Book 1, at page 23, of the Public Records of St. Lucie County, Florida, excepting therefrom all rights of way for drainage canals and public roads.

Containing 6.79 acres, more or less.

Said property containing approximately 6.79 acres and being generally located southwest of the intersection of US Highway 1 and Weatherbee Road.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit “A” hereof as of January 1, 2024, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation or abrogation of the land's current Saint Lucie County Property Appraiser’s tax classifications and exemptions.

SECTION 3. That upon this ordinance becoming effective, the land herein described on Exhibit “A” and annexed into the territorial limits of the City of Fort Pierce shall be zoned Medium Density Residential (R-4) and assigned a Future Land Use Designation of Medium Density Residential (RM), as depicted on Exhibit “B” attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Tanya Earley
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 23-030 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, April 16, 2023 and Sunday, April 30, 2023; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, May 1, 2023; and was duly introduced, read by title only, and passed on second and final reading Monday, May 15, 2023, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this X day of XXX, 2023.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

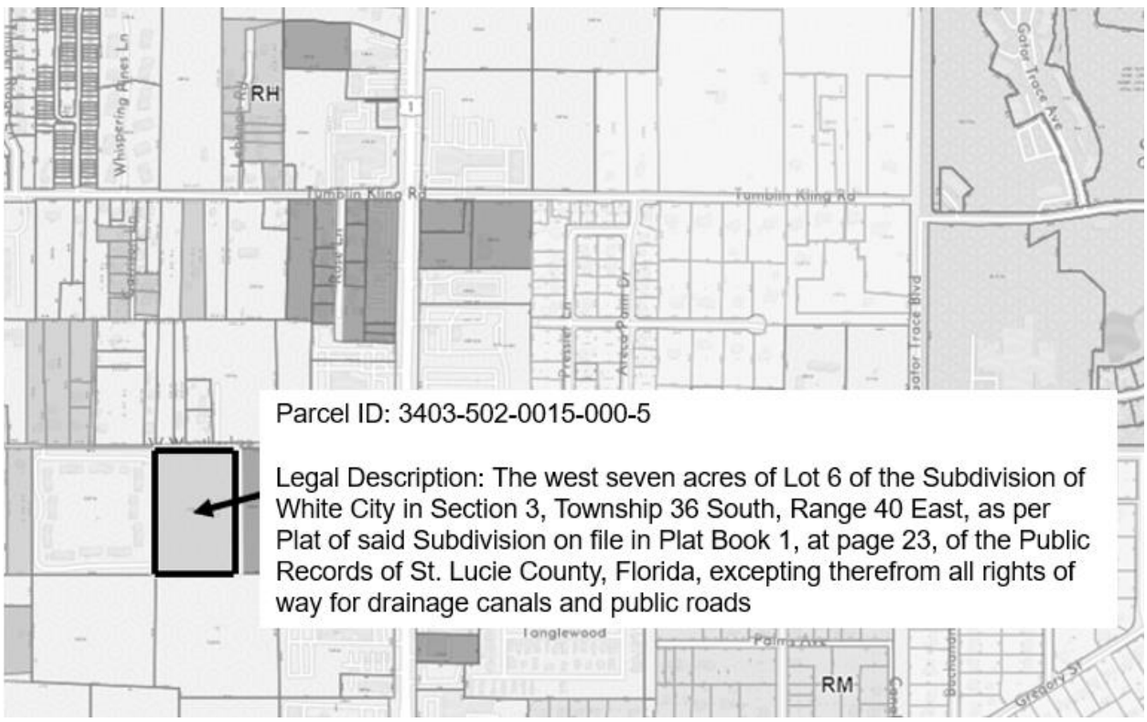
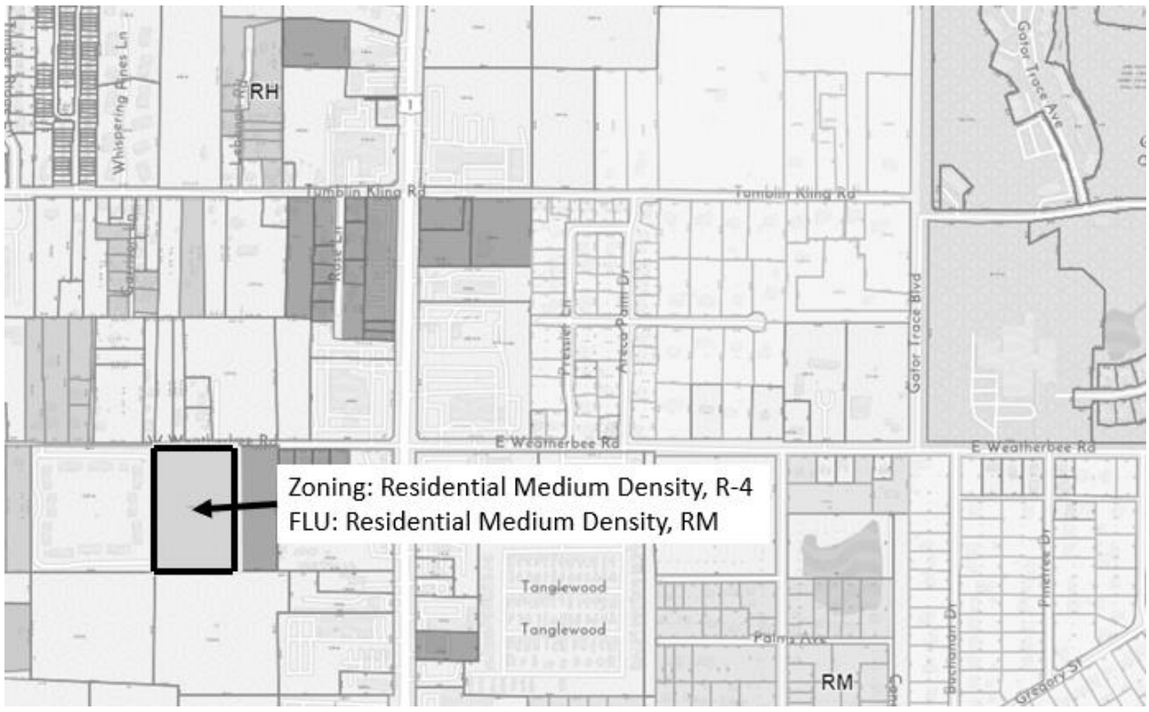


EXHIBIT B
Zoning & Future Land Use Designation Assignment



*The property to be annexed currently has a zoning of Residential, Multi-family- 11 du/a (RM-11) with a Future Land Use of Residential High, 15 du/a (RH). Once annexed, this parcel will have a City of Fort Pierce Zoning Designation of Medium Density Residential (R-4) and have a Future Land Use Designation of Residential Medium Density (RM).

City Commission Regular Meeting - 5:05 pm **15. a.**

Meeting Date: 05/01/2023

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

Form Review

Form Started By: Jennifer Robinson Started On: 04/21/2023 09:25 AM

Final Approval Date: 04/21/2023

City Manager's Report



MAY 2023

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Police Department	4	Sunrise Theatre	18
Building	8	Engineering	20
Indian Hills Golf Course	12	City Marina	22
Planning	14	Upcoming Events/ River Walk Center	23












Empower YOUTH!

AUDRIA MOORE WELLS
SPECIAL PROJECTS COORDINATOR

Empower Youth! event was a community initiative organized by the Fort Pierce Youth Council on March 28th, 2023, at the Percy Peak Gymnasium. The event aimed to inspire and motivate young people between the ages of 13 and 19, as well as their parents and guardians, to pursue their dreams and goals. The event featured motivational speakers, interactive workshops, live entertainment, and free food and drinks. The event also provided information and resources on education, career, health and civic engagement opportunities for the youth in Fort Pierce.

The Empower Youth! event was a success attracting over 100 participants and receiving positive feedback from both the attendees and the organizers.







Fort Pierce Police Department hosts riders taking part in Florida Tour De Force charity ride

The Fort Pierce Police Department was honored to host riders on the morning of April 19 who took part in the 2023 Florida Tour De Force. The group of more than 80 bicyclists stopped at the Police Department to enjoy some cold refreshments and snacks while mingling with officers and support staff.

The Tour De Force is a 5-day, 270-plus-mile charity bicycle ride that started in North Miami Beach and ended in Daytona Beach Shores. The event kicked off Monday, April 17 and concluded on Friday, April 21. The ride, which included about 1,000 riders throughout the week, was escorted by law enforcement officers from across the Sunshine State and was designed to accommodate riders of varying levels. Riders traveled about 50-55 miles each day with speeds averaging between 15-17 mph.

Riders and their support staff spent about 30 minutes at the Fort Pierce Police Department before heading off to Palm Bay. Police Chief Diane Hobley-Burney welcomed them and offered thanks for her department being included along the ride route.

"We are so thrilled that the Tour De Force riders elected to share such a noble cause with us," Hobley-Burney said. "It is honorable to see that those who have made the ultimate sacrifice were represented by the riders today."

The 2023 Florida Tour de Force raised money to help families of 11 law enforcement officers who lost their lives in the line of duty last year. That list includes Senior Investigator Kyle Lee Patterson of the Florida Fish and Wildlife Conservation Commission, who died on June 9, 2022 after a head-on collision on Okeechobee Road near South Header Canal Road in Fort Pierce.



Fort Pierce Police, St. Lucie County Sheriff's Office team up to raise $15,000 for Special Olympics





The Fort Pierce Police Department's 2023 Tip A Cop program was a huge success! Area residents, visitors, business owners, officers from the Police Department and deputies from the St. Lucie County Sheriff's Office came together over the past two months to raise more than $15,000 for Special Olympics Florida through four Tip A Cop events.

Officers, deputies, and support staff served food to guests at local eateries while collecting donations for the annual fundraiser. The events kicked off on Feb. 10 with $1,450 raised at Applebee's Neighborhood Grill and Bar in Fort Pierce. The second event on March 10 at Duffy Sports Grill in Port St. Lucie raised $2,500. A record-breaking $7,000 was raised March 31 at Meating Street Steak and Seafood in Port St. Lucie. The fundraiser closed out on April 14 with $4,000 in tips collected at 2nd Street Bistro in Downtown Fort Pierce. Many area residents and visitors came out and were quite generous with their tips. They also got the chance to meet and chat with several proud Special Olympians.



Back the BLUE

Area residents, visitors, Fort Pierce Police officers, St. Lucie County Sheriff's Deputies and firefighters from St. Lucie County Fire Rescue enjoyed spending time together Saturday during the "Back The Blue" event at Causeway Cove Marina in Fort Pierce. The event was part of the Fort Pierce Police Department's Centennial celebrations and was presented by the St. Lucie County Historical Society.

"Back The Blue" kicked off at about 8:45 a.m. as a group of supporters waving flags and carrying signs crossed the Fort Pierce South Bridge (P.P. Cobb Bridge) to meet up with a variety of vehicles and others at the Fort Pierce Yacht Club. A short time later, a parade kicked off from the yacht club and ended at Causeway Cove Marina, where the festivities were ready to get underway.

Charlie Hayek, who chaired a committee that planned Saturday's event, was all smiles after making his way across the bridge with a large "Back The Blue" flag in hand.

"The Police Department is very important, not only to me but to the entire city," said Hayek, who also serves as chairman of the agency's Community Advisory Committee.

As for the parade, Hayek said it definitely was a success.

"It shows that people support the police," he said of those who participated in the event. "And then we got a lot of horn honks and everything else. People were waving at us, so there is support in the community."

Fort Pierce Mayor Linda Hudson agreed, adding with a smile that she had so much fun







participating in the planning of the event that she was sorry to see it come to an end.

"We wanted to show everybody that our community supports the police – everybody," Hudson said. "We are one Fort Pierce and we all support the police."

Those who attended "Back The Blue" enjoyed seeing a variety of law enforcement and other first responder vehicles on display. The Fort Pierce Sportfishing Club put on a free clinic for kids. And there were local vendors in attendance, as well as free food and beverages, snow cones, popcorn and a demonstration by the K-9 units from the Fort Pierce Police Department and the St. Lucie County Sheriff's Office that clearly wowed the crowd.

Fort Pierce Police Chief Diane Hobley-Burney offered thanks to everyone who came together to make "Back The Blue" such a special event.

"It warms our hearts to see so much support from the community we love," she said. "We'd also like to thank the St. Lucie Historical Society and all the volunteers who made this event a reality as part of the Police Department's Centennial Celebration. It truly was a special day and our officers thoroughly enjoyed spending time with those they serve on a daily basis."





5545/5555 Okeechobee Road

Progress is being made at the future site of Chipotle and an unnamed tenant. Sitework, including stormwater drainage is being done concurrently with the construction of the shell building and interior completion of Chipotle. The roof is currently being installed and has recently passed an inspection. The underground plumbing and underground electric for Chipotle has also recently been installed and inspected. Interior completion permits for the vacant unit have not yet been submitted.





5535 Okeechobee Road

Located near the intersection of Okeechobee Rd and Jenkins Rd, construction of the second Aldi location in Fort Pierce has begun. Structural framing has been erected and concrete block has been placed for the exterior walls. This picture was taken during one of the fill cell inspections. The first fill cell inspection verifies proper placement of the rebar, visible through the holes in the block. After this inspection, the contractor covers the hole with plywood and pours grout/concrete into the block with the rebar. Once this is done another inspection is performed to ensure the grout/concrete made it all the way down.





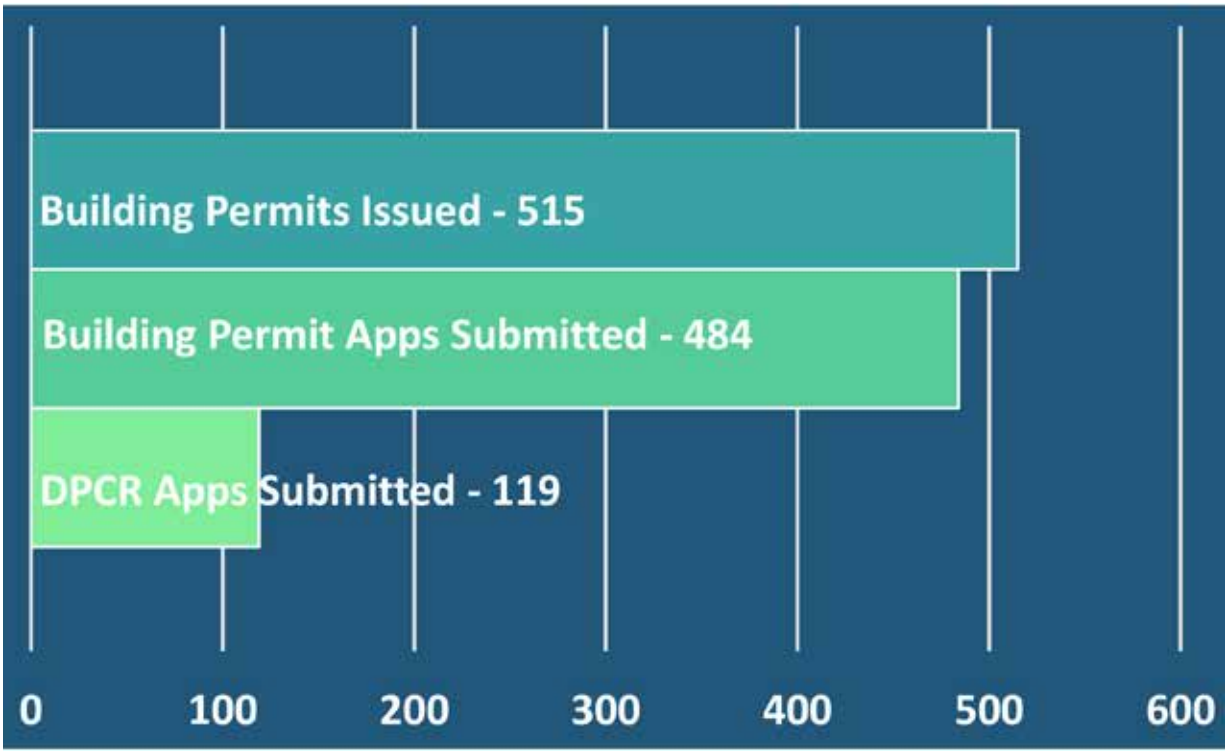

3900 S US Highway 1

Vertical construction has begun at Flagship Storage on US Hwy 1 located south of Farmers Market Rd. The six buildings are in various stages of early construction. This picture was taken during one of the underground plumbing inspections. Unfortunately, heavy rain from the night before covered some of the underground piping and there was still standing water on the site. In these circumstances, the Building Department works with the contractor, to the best of our ability, to partially approve the work that we can inspect was done properly.

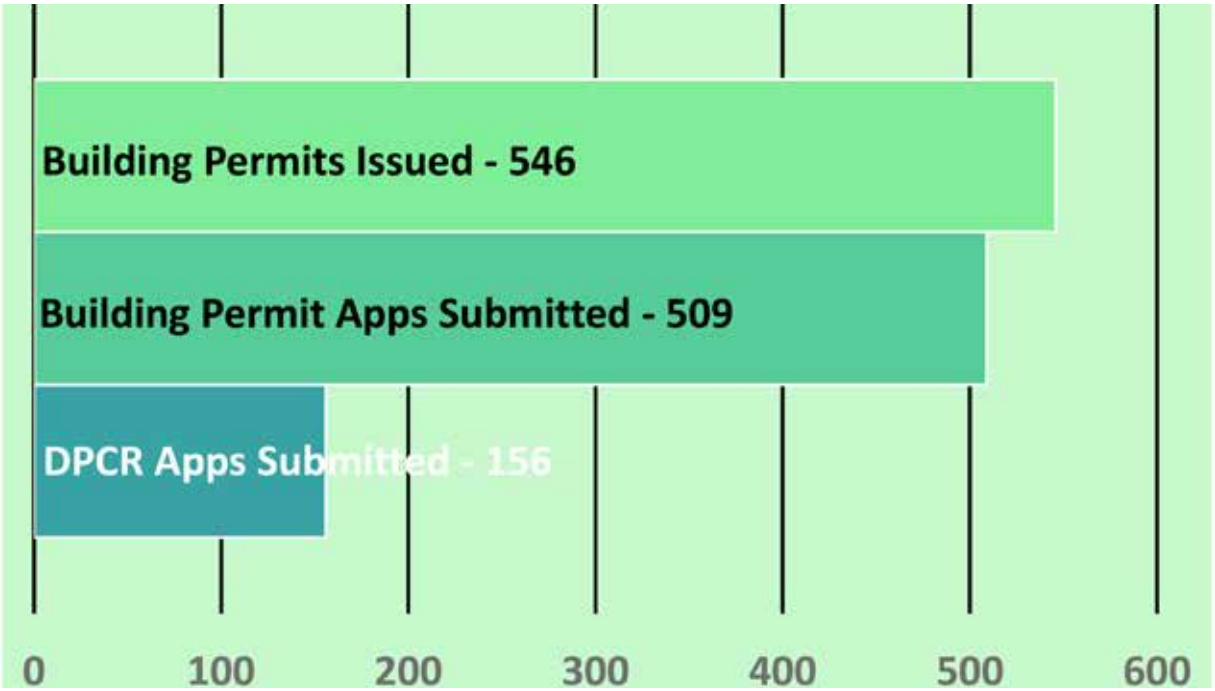
March 2023 New Construction Values

Permit Type	Construction Value	Number of Permits
Commercial Permits	$563,990	1
Sitework Permits	$300,000	1
Single Family/Duplex Permits	$17,100,602	53

PERMIT APPLICATIONS

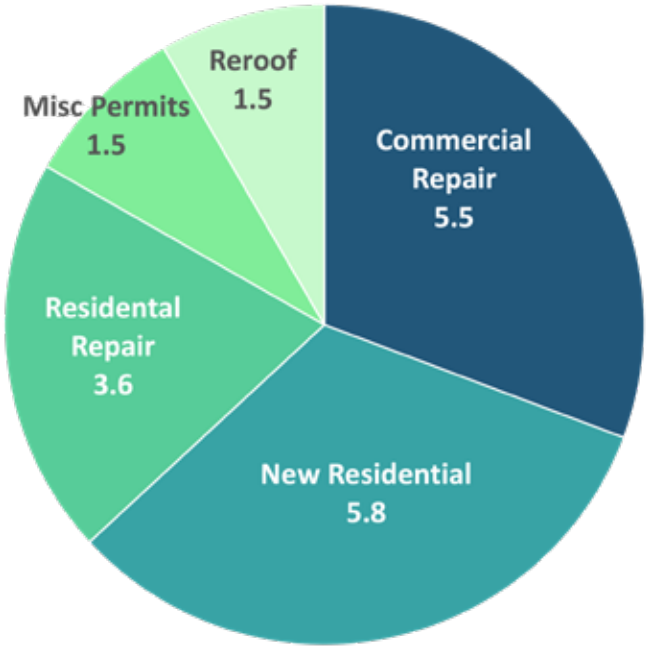


MARCH
2023



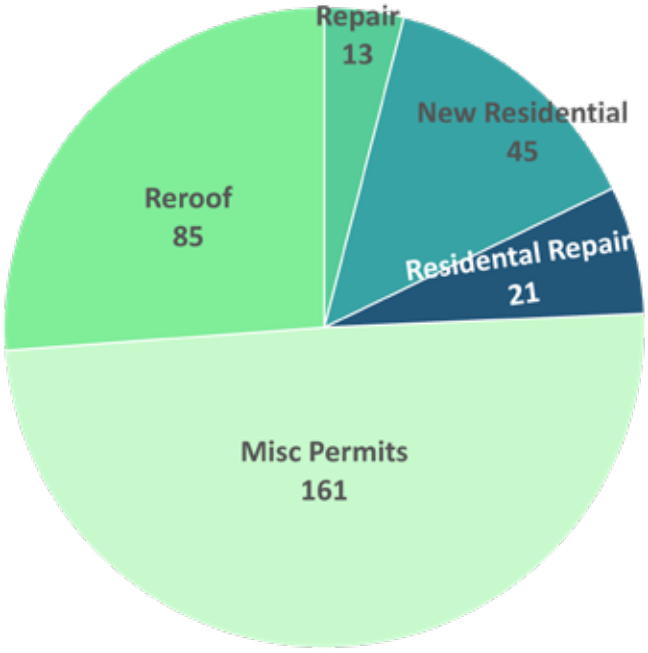
MARCH
2022

PERMIT PROCESS - AVERAGE TIME (DAYS)



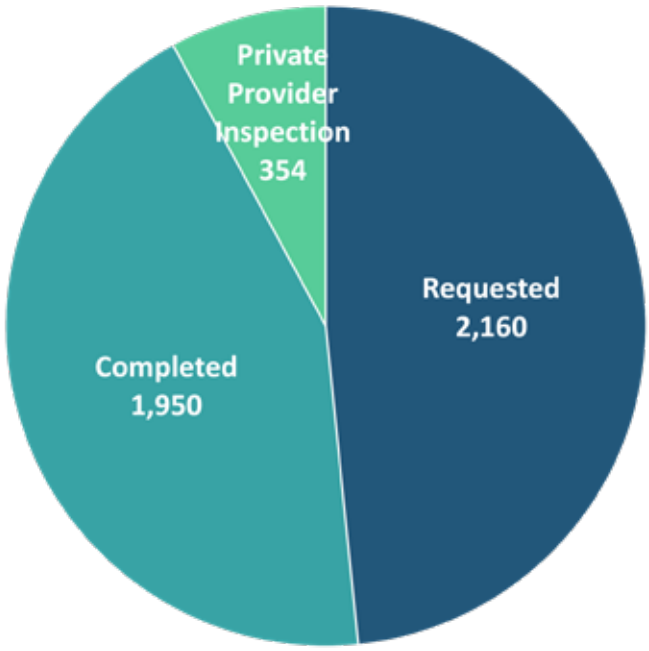
MARCH
2023

PERMIT PROCESS - NUMBER OF PERMITS

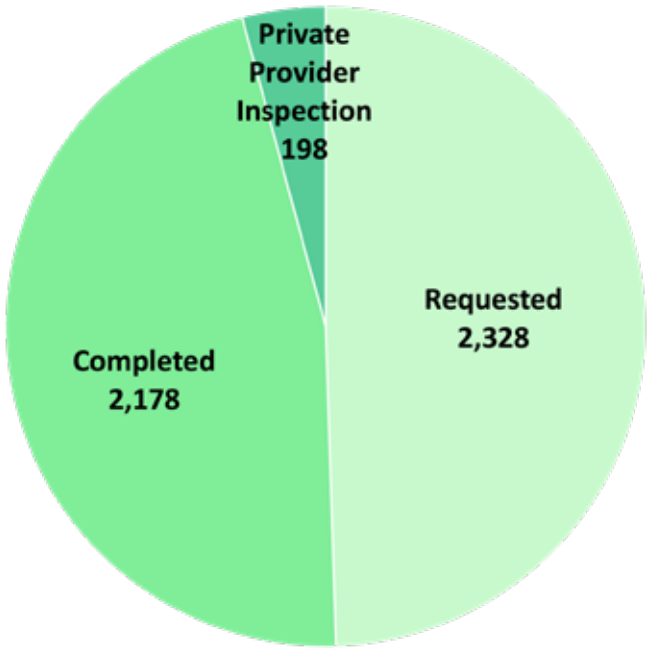


MARCH
2023

INSPECTION ACTIVITY



MARCH
2023



MARCH
2022



We look forward to hosting the Sunrise Kiwanis on Saturday, April 29th. The Kiwanis have been a tremendous supporter of children's programs, including our Summer Golf Camps as well as the fantastic playground at Jaycee Park. This year's event will be unlike any other….with several food stations throughout the course and a tremendous "Cooler of Booze" Raffle valued at over $1,300!!

Beginning mid-May, we will start our aggressive course maintenance program. Our first green aeration will be held on Monday and Tuesday, May 15th & 16th. Monday we only have 9 holes open while we aerate the other nine. On Tuesday, we will be completely CLOSED for the day while we aerate the second nine holes as well as several fairways. Following that green aeration, we will be specifically focused on our main issue this Summer which has been our fairways. They will be regularly spiked as well as heavily fertilized and sprayed to keep any weeds and insects at bay. Remember as we get into the hotter days of Summer to STAY HYDRATED!!! It is extremely important to drink liquids throughout your round. We see many players with one small bottle of water thinking that it will be sufficient where they should probably have two or even THREE for just nine holes. Other helpful additions to your golf cart prior to a round would be sports drinks to replenish electrolytes and salty snacks such as nuts or protein bars. We certainly want you to enjoy summer golf, but we want to make sure that you stay safe.

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please tell a friend….or two! If there's something we can improve upon…tell US so we can keep getting better! We thank all of our members and guests for their support and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

Indian Hills Sales Report

	2/2023	3/2023
Golf Rounds	3295	4392
Golf Fees	$110,023.31	$123,540.98
Range Tokens	$3,748.59	$4,009.83
Membership Pass	$2,0802.40	$838.21
Food & Beverages	$8,653.58	$12,116.19
Merchandise	$8,669.31	$7,123.93
TOTAL	$133,177.17	$147,629.14


CITY OF FORT PIERCE
PRESENTS
JUNETEENTH
FREEDOM BLOCK PARTY
PERFORMING LIVE
FRIDAY 16TH JUNE 2023
5:30PM
10:30PM
JAMES BROXTON
DEE'S FUNK BAND
OLD SKOOL GANG (O.S.G.)
MUFFY CHARLES AND THE ASAP BAND
NEECIE ELIACIN
INCUBATE NEIGHBORHOOD CENTER
532 N 13TH STREET, FORT PIERCE, 34950
Featuring
LIVE MUSIC • FREE ADMISSION • GAMING TRUCK
VIP LOUNGE • POP UP ART GALLERY
FOOD AND RETAIL VENDORS • SPOKEN WORD
SAVE THE DATE
For Additional Information
INFO@INCBIZ.ORG 772-494-7594 WWW.INCBIZ.ORG
FPUA
INC
St. Lucie EDC



PLANNING DETERMINATIONS

A Future Land Use Map Amendment by owner Resurrection Life Family Worship Center, Inc., was approved which allowed the change of the future land use from Medium Density Residential to High Density Residential of 4.883 property located at 1910 S. Jenkins Road Fort Pierce.

A new, greater than 100,000 square foot, two-story, self-storage, and vehicle storage facility, with associated site improvements was approved by the City Commission. The location of the site is near 5553 Okeechobee Road.

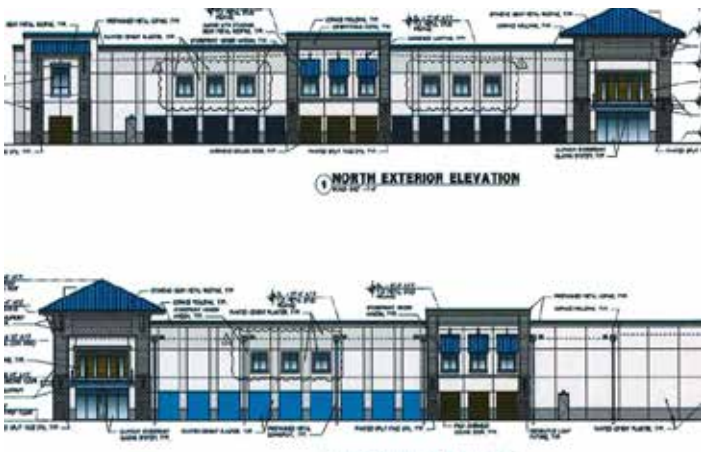
The City Commission tabled an application for a 199 ft high telecommunications tower at 3111 Avenue D, to its June 20, 2023, meeting. The proposal includes the tower, ground-based equipment, and a 60 ft x 60 ft secure compound. Access to the site would be from Avenue D. The applicant has committed to organizing a community meeting to provide information and discuss the proposal.

An almost 30,000 square foot expansion to the existing Twin Vee boat manufacturing business was approved by the City Commission. The property is located at the intersection of S. US HWY-1 and Edwards Road in Fort Pierce. The expansion consists of a 23,456 square foot addition and a 4,389 square foot covered awning.

Edgartown Zoning Regulations

The City Commission approved amendments to the Edgartown Settlement zoning regulations concerning permitted noise levels and the application of conditional use requirements to certain uses. The adopted regulations only affect the properties within the Edgartown Settlement zoning district.







National Public Works Week

National Public Works Week will take place from Sunday, May 21, through Saturday, May 27, 2023. The City of Fort Pierce Public Works Department looks forward to this event every year as it gives employees the opportunity to educate the public about the important role the Public Works Department plays in the community. It also highlights and celebrates these devoted individuals as they continue to work within our community to plan, build, operate, and maintain our city's vital infrastructure.

Instituted as a public education campaign by the American Public Works Association in 1960, National Public Works Week calls attention to the importance of Public Works Departments throughout the entire Country. It is a week dedicated to the men and women who go above and beyond to serve their community with unwavering dedication and commitment to making a difference. Oftentimes the work of these dedicated employees goes unnoticed. However, they are the unsung heroes of our community as they continue to work hard to build and maintain our beautiful City.

In honor of National Public Works Week, the Public Works Department will receive a Proclamation from the City Commission on Monday, May 15, 2023, acknowledging the week and the importance of the men and women working throughout the Public Works Department. The City of Fort Pierce Public Works Team also has several beautification projects planned around the City of Fort Pierce. The main project Public Works will focus on will be the Indian Hills Recreation Area off Savannah Road. This will include tree trimming, debris removal, garbage removal, general maintenance, and sidewalk cleaning throughout the area.

The week will conclude with an employee appreciation lunch for Public Works Staff, as the Management Team wants to recognize every employee in the Department and let them know how much their efforts are truly appreciated. Effective storm drains and sewers, sturdy roads and bridges, safe buildings, clean parks, hurricane response, and garbage/recycle pickup are just some of the many City functions that would not be possible without the amazing employees of the Public Works Department. Their constant dedication to improving the quality of life for residents and businesses here in the City of Fort Pierce is sincerely cherished and greatly valued.


THE SUNRISE CITY
FORT PIERCE
Florida
PUBLIC WORKS DEPARTMENT
CITY OF FORT PIERCE
COMMUNITY
CLEANUP DAY
INDIVIDUALS, FAMILIES, BUSINESSES, AND ORGANIZATIONS ARE ENCOURAGED TO PARTICIPATE
SATURDAY, JUNE 3, 2023
SUPPLIES PROVIDED UPON REQUEST
HOW TO PARTICIPATE
- REGISTER YOUR GROUP ONLINE - PICK UP SUPPLIES
- CLEAN UP DESIRED AREA - PARTICIPATE ON SOCIAL MEDIA WITH #LOVETHEFORT #CLEANTHEFORT - HAVE FUN
TO REGISTER PLEASE VISIT WWW.CITYOFFORTPIERCE.COM
OR EMAIL KBALLARD@CITYOFFORTPIERCE.COM
OR CALL 772.467.3836
FORT PIERCE, FL
THE SUNRISE CITY



Community Cleanup Day

The City of Fort Pierce Public Works Department is excited to announce its next Community Cleanup on Saturday, June 3, 2023. This is a citywide event and individuals, families, businesses, and organizations are encouraged to participate! Participants get to choose the times and locations they wish to clean up in Fort Pierce and are encouraged to share their city pride by posting photos on social media.

Registered volunteers may be provided with litter collection supplies such as trash bags, gloves, pickers, and buckets while supplies last. These items can be picked up from the Public Works Compound located at 52 Savannah Rd. Fort Pierce, FL 34982, on Wednesday, May 31, from 1 PM TO 4 PM, Friday, June 2, from 8 AM TO 3 PM, or Saturday, June 3, from 8 AM TO NOON.

There will be no designated meet-up area as you and/or your group choose the location you wish to clean up in the City of Fort Pierce. All participants are encouraged to share their Community Cleanup fun by taking photos and posting them on social media using the hashtags #lovethefort and #cleanthefort!

To take part in this upcoming Community Cleanup, please register on the City's website at www.citypffortpierce.com or contact Kaitlyn Ballard at 772.467.3836 or kballard@cityoffortpierce.com.

The City of Fort Pierce is the hidden gem among the Treasure Coast, so let's get out there and make our City Shine!



A Night at the Sunrise

Joe Sweat, Marketing & Development Director

It was a Saturday night. There was a great lineup of comedians at the Black Box, so we decided to check it out and do something different. Each comic built up the next with laughs, but the last comic had everyone rolling. You can't find good stand-up anywhere near here unless you go to West Palm or further. Who wants to drive that far when you can pay $25 for a good laugh and the Sunrise Theatre staff volunteers come to you for drink order?

After our sides were done hurting, we walked out of the Black Box to see the streets of downtown a little quieter for a Saturday evening. It made me think of something that a restaurant owner recently said to me. "You just live for Sunrise Theatre nights."

The impact that the theatre makes on a show night makes a significant difference to businesses all around. The atmosphere of downtown is livelier. The restaurants are packed, the streets are busy, and you can just tell it's a show night.

My wife and I alone spent the Saturday afternoon in downtown. We enjoyed some shops and a good brunch and later got ready for our comedy night but stopped off the beachside for a quick bite first. And to think that hundreds of people do this on a show night. Spend the day in downtown or beachside; later get themselves ready for

a nice dinner and drinks before some great entertainment. It's impactful... not just to our local economy, but to every individual that experiences a "Night at the Sunrise."

That's why it's important to us at the Sunrise Theatre to provide the very best in LIVE entertainment and bring in a variety of shows to continue to make that impact in our community and people's lives for a lasting impression.

And just a sneak peek....the FREE Summertime Movies are back! 4 great films coming to you at the Sunrise Theatre for FREE thanks to our partnership with Humana. Each film will reflect our Sunrise Theatre Speakeasy theme., so be on the lookout for the FREE Summertime Movies hosted on Sundays at 3:00 PM starting at the end of June!





SaveTheDate

Sunrise Theatre's Speakeasy – Celebrating 100 Years. This private event will be hosted on Saturday, July 29th from 7pm to 11pm. For tickets or sponsorship, visit: www.sunrisetheatre.com

Thank you for continuing to support the Sunrise Theatre – The Treasure Coast's #1 Destination for LIVE Entertainment.

CITY PROJECT UPDATES

Beach Court
(Florida Avenue to Delaware Avenue)

The contractor recently completed paving operations and will commence addressing punch list items for final project completion.



Avenue B
(13th Street to 8th Street)

Work continues to prepare the subgrade of the roadway and installing drainage at the intersections. The contractor has been installing the conduit for the underground utilities. Over the next few weeks, curb will be installed and drainage installation will continue.



2023 Annual Resurfacing Contract

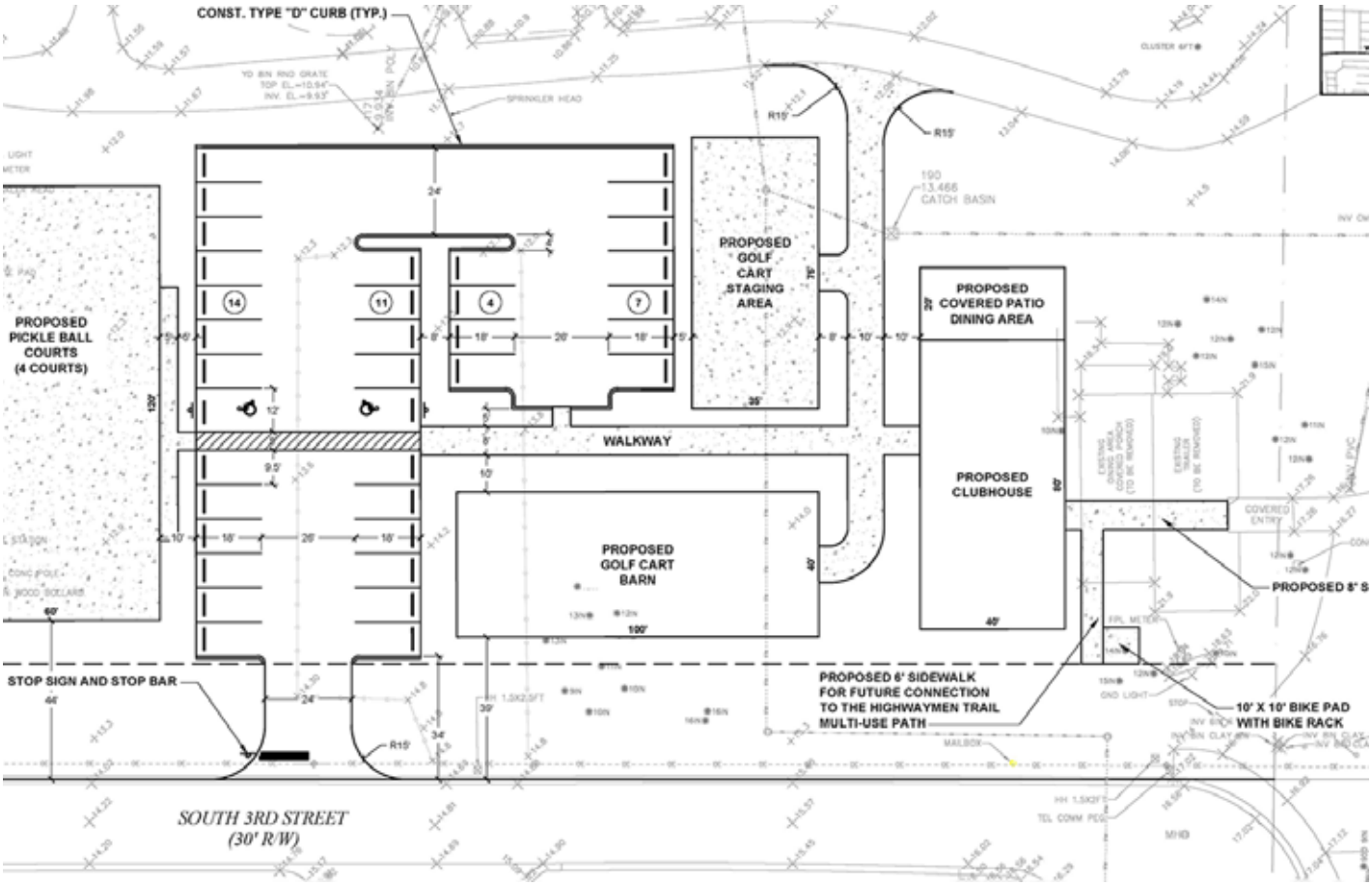
Staff has been made aware that the Vero Beach Resurfacing Contract, which the City has "piggybacked" for this work, has expired. Staff is working on developing an Annual Resurfacing Contract for Purchasing and Legal review in preparation of the 2023 Resurfacing Contract. Additionally, staff has presented the list of candidate resurfacing projects to FPUA for coordination. Once we have received their comments, a contract can be issued for construction. The selected streets are:

STREET	FROM	TO	LF
23rd Street	Georgia Avenue	Canal Terrace	4,137.00
24th Street	Georgia Avenue	Canal Terrace	3,990.00
26th Street	Orange Avenue	Moore's Creek	1,362.78
27th Street	Orange Avenue	Moore's Creek	1,374.66
28th Street	Orange Avenue	Moore's Creek	1,333.09
Avenue B	33rd Street (Angle Road)	27th Street	2,300.00
Avenue B	27th Street	25th Street	650.00
Boston Avenue	25th Street	13th Street	4,100.00
Rhode Island Avenue	30th Street	25th Street	1,620.00

Indian Hills Golf Course Expansion

The expansion of the golf course facilities include the construction of (4) pickle ball courts, paved parking lot, drainage facilities, golf cart path, sidewalks, and a golf cart storage barn and clubhouse.

The minor site plan went before the Technical Review Committee on April 20, 2021 and staff have addressed the minor comments provided by the committee and are expected to have the final site plan approval in the next few days.



Avenue D (Indian River Drive to 29th Street)

This project has been split into two phases to expedite the bidding process. Phase I is Avenue D from 29th Street to US 1 and will include milling and resurfacing of the roadway, replacement of the existing brick paver crosswalks with stamped asphalt crosswalks, and the addition of sidewalk on the south side of Avenue D from 29th Street to 25th Street. As needed ADA upgrades, enhanced pavement marking, and signage will be included. Phase 1 Final Plans are currently in review.

Phase 2 of the project will include full roadway reconstruction of Avenue D between U.S. Highway 1 and Indian River Drive with sidewalks, ADA upgrades, curb and gutter, a raised intersection at 2nd Street, stormwater drainage, conversion of overhead utilities to underground, improved landscaping, street light installation and enhanced signing and pavement marking. A revised typical section is under review.



1st Place Winners



2nd Place Winners

On April 21 - 23, 2023, 69 boats competed in the first Fort Pierce King Mackerel Invitational held at the Fort Pierce City Marina. On Saturday, the biggest Kingfish weighed 51 pounds, and on Sunday, the biggest one weighed 64 pounds. This event awarded nearly $400,000 to fishermen who came from all across the Southeast United States.

The tournament was sponsored by the St Lucie County Sports Commission. Other photographs are available by visiting the Fort Pierce City Marina's Facebook page at https://www.facebook.com/marina.fortpierce





Upcoming Events

- Every Wednesday - Green Market - Marina Square 12:00 pm - 6:30 pm
- Every Saturday - Jazz Market - Marina Square 8:00 am - 1:00 pm
- Every Saturday - Downtown Farmers Market - Marina Square 8:00 am - 12:00 pm
- 5/5/23 Friday Fest - Marina Square 5:00 pm - 9:00 pm
- 5/6/23 Suncoast Mental Health - Bridge Walk to a Bright Future – FPYC 8:00 am – 11:00 am

River Walk Center Sales Report March 2023

CLASSES	$1,097.79
PARK PERMITS	$5,650.05
SPECIAL EVENTS	$1,200.00
FACILITY	$8,067.80
TOTAL	$16,015.64

www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

"To provide community leadership, quality public service, and a safe environment for all citizens by an empowered team of employees motivated by pride in themselves and their work."