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(Amended 3/06) #2879797, OR book 2589, Pages 607 - 675

HOLIDAY OUT AT ST. LUCIE, A CONDOMINIUM

DECLARATION

INDEX

Article Number	Subject	Page Number
<u>I.</u>	Submission Statement.....	1
<u>II.</u>	Name	3
<u>III.</u>	Identification of Units	3
<u>IV.</u>	Ownership of Common Elements.....	3
<u>V.</u>	Voting Rights.....	6
<u>VI.</u>	Common Expenses and Common Surplus.....	6
<u>VII.</u>	Method of Amendment of Declaration.....	7
<u>VIII.</u>	By-Laws.....	7
<u>IX.</u>	The Operating Entity.....	7
<u>X.</u>	Assessments & Monthly Maintenance Fees....	8
<u>XI.</u>	Provisions Relating to Sale or Rental of Condominium Units.....	9
<u>XII.</u>	Insurance Provisions.....	10
<u>XIII.</u>	Use and Occupancy.....	11
<u>XIV.</u>	Maintenance and Alterations.....	14
<u>XV.</u>	Termination.....	15
<u>XVI.</u>	Miscellaneous Provisions.....	15
	Exhibits:	
	<u>A</u> - Description of Property.....	21
	<u>B</u> - Plat of Property.....	22,23,24
	<u>Certificate of Amendment</u>	25
	Exhibits:	
	<u>A-1</u> -Description of Property.....	26
	<u>B-1</u> -Plat of Property.....	27,28,29 30,31

DECLARATION OF CONDOMINIUM

I. SUBMISSION STATEMENT

The undersigned, being the owner of record of the fee simple title to the real property situate, lying and being in St. Lucie County, Florida, as more fully described in the attached Schedule "A", hereby states and declares that said realty, together with improvements thereon is submitted to condominium ownership, pursuant to the Condominium Act of the State of Florida, Chapter 711 Et Seq., Florida Statutes, 1965, (hereinafter referred to as the Condominium Act), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration.

Definitions: As used in this Declaration of Condominium and By-Laws attached hereto, and all Amendments thereto, unless the context otherwise required, the following definitions shall prevail:

A. Declaration, or Declaration of Condominium, or Enabling Declaration, means this instrument, as it may from time to time be amended.

B. Association or Corporation means HOLIDAY OUT AT ST. LUCIE, a condominium, a Non-profit Corporation, being the entity responsible for the operation of the Condominium.

C. By-Laws means the By-Laws of HOLIDAY OUT AT ST. LUCIE, a condominium, as they exist from time to time.

D. Common Elements means the portions of the Condominium property not included in the Units.

E. Limited common element means and includes limited common areas so designated in the condominium declaration, the use of which is not limited solely to the condominium but may be used by the developer and its successors and its assigns for access, ingress and egress to land lying west of the condominium properties.

(Item E. Amended eff. 1/27/68. Rec. 3/25/68 OR Book 171, pg. 124 & 125).

(Item E. Amended eff. 2/21/76. Rec. 4/12/76 OR Book 251, pg. 238).

(Item E. Amendment rescinded eff. 4/10/76. Rec. 4/15/76 OR Book 251, pg.729).

F. Condominium means that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

G. Condominium Act means and refers to the Condominium Act of the State of Florida, Chapter 718 Et Seq., Florida Statutes, as same may be amended from time to time.

H. Common Expenses means the expenses for which the unit owners are liable to the Association.

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

J. Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereof, and all easements and rights thereto, intended for use in connection with the condominium.

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

#1167559 OR BK 0779 PAGE 1758 3/11/92

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

M. Condominium Unit, or Unit, means a part of the condominium property which is to be subject to private ownership.

N. Unit Owner, or Owner of a Unit, or Parcel Owner, means the owners of a condominium parcel.

O. Institutional Mortgagee means a Bank, Savings & Loan Association, Insurance Company, or Union Pension Fund, authorized to do business in the State of Florida or an Agency of the United States Government.

P. Occupant means the person or persons, other than the Unit Owner, in possession of a unit.

Q. Condominium Documents means this Declaration, the By-Laws and all Exhibits annexed hereto as the same from time to time may be amended.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Section 3 of the Condominium Act.

II. NAME

The name by which this Condominium is to be identified is:

HOLIDAY OUT AT ST. LUCIE a Condominium.

III. IDENTIFICATION OF UNITS

The condominium property consists essentially of 536 units in all (the attached map or plat of survey does not show all of the units involved. The total number of condominium units will not exceed 600 in number. Provided further, that hereinafter and in all of the condominium documents the additional units, herein mentioned, and over and above those in the attached maps or plats, shall be considered to be part of the condominium for all intents and purposes). For the purpose of identification all units in the area on said condominium property are given identifying numbers and delineated on the survey exhibits collectively identified as Exhibit "B", attached hereto and made a part of this Declaration. No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the parcel. The said Exhibit "B" also contains a Survey of the land, a plot plan and, together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor hereto attached. The legend and notes contained within the said exhibit are incorporated herein and made a part hereof by reference

Provided, further, that until each unit or parcel subject to private ownership has been prepared for occupancy, or sold by the developer, or has been rented one time, the said parcel shall not be deemed to have been submitted to this declaration; however the happening of any of the above conditions automatically creates the said unit as a part of this condominium declaration, without more.

#1099 174 3/12/9 1 OR BK 0729, Pg. 2457

IV. OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the condominium shall own an undivided 536th interest in the common elements and limited common elements.

Amended #358697 OR Book 264, pg. 1360, 2/77

Amended #399154 OR Book 284, pg. 2121, 4/78

The fee title to each condominium parcel shall include both the condominium unit and the above respective undivided interest in the common elements, said undivided interest to the common elements to be deemed to be conveyed or encumbered with

It's respective condominium unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically provides or requires.

These common elements include, but are not limited to the following: The water distribution system, the sewage collection system, the electrical distribution system (excepting the electric billed to each Unit for individual use), the roads within the condominium property (excepting state or federal roads), pathways, as shown on the condominium subdivision plat, bath houses, office building, recreational facilities in the recreation area, service facilities located in common use areas, beaches, parks, parking areas, drainage facilities, the real property described on the attached Exhibits "A-2" and "A-3" and any other areas which are for the common benefit and enjoyment of the owners of the lots.

PARCEL 1:

Lots 9, 10, 11, 12, 17, 18 and a portion Of Lots 13, 14 and 16. Block "S", a portion of Block "T" and a portion of that certain 25 foot road right of way lying between said Blocks "5" and "T", all in plat of Holiday Out in America at St. Lucie, Inc., Section B as recorded in Plat Book 14, page 44, St. Lucie County, Florida, public records, being more particularly described as follows:

Commence at the intersection of the East and South line of said Block "T", thence North 87°33'17" West along the South line of said Block a distance of 175.38 feet to the Point of Beginning; thence North 60°31'18" _ East a distance of 109.14 feet; thence North 21°03'02" West a distance of 64.48 feet to the North line of said Block "S"; thence North 87°33'17" West along said line a distance of 48.51 feet to the Point of curvature of a Curve to the right having a Central angle of 34°29'32" and a radius of 50 feet; thence Northwesterly along the arc of said Curve a distance of 30.10 feet to the end of said Curve; thence South 41°00'45" West, along the Northwesterly line of said Lot 18 a distance of 56.41 feet to the Westerly corner of said Lot; thence South 38°32'17" East along the Southwesterly line of said Lot 18 a distance of 23.38 feet to the Northeasterly corner of Lot 10; thence North 87°33'17" West along the North line of said Lot 10, a distance of 35.71 feet to the southeasterly corner of said Lot 10; thence North 8°33'22" West along the Easterly line of said Lot 9 a distance of 18.14 feet to the Northeast corner of said Lot 9; thence South 51°26'38" West along the Northwesterly line of said Lot 9 a distance.

of 60 feet to the Northwesterly corner of said Lot 9, thence South 8°33'22" East along the West line of said Lot 9 a distance of 11.40 feet; thence South 4°49'02" West a distance of 66.42 feet to a point on the West line of said Block "T"; said Point being a Point of Curvature of a Curve to the left having a Central angle of 92°29'00" and a radius of 20.26 feet; thence Southeasterly along the arc of said Curve a distance of 32.70 feet to the end of said Curve; thence North 89° 57'13" east along the South line of said Block "T" a distance of 99.31 feet, thence continue along said South line on a bearing of South 87°33'17" East a distance of 79.28 feet to the Point of Beginning. Containing 29,757 square feet. 0.68 acres.

PARCEL 2:

Lot 15 and a portion of Lots 13, 14, 15, 16, Block "S", a portion of Block "T" and a portion of that certain 25 foot road right of way lying between said Blocks "S" and "T" all in Plot of HOLIDAY OUT IN AMERICA AT ST. LUCIE, INC., Section "B", as recorded in Plat Book 14, page 44, St. Lucie County, Florida, public records, being more particularly described as follows:

Commence at the intersection of the East and South lines of said Block "T", thence North 87°33'17" West along said South line a distance of 130 feet to the Point of Beginning, thence continue North 87°33'17" West a distance of 48.38 feet; thence north 6°31'18" East a distance of 109.14 feet; thence North 21°03'02" West a distance of 64.46 feet to the North line of said Block "S"; thence South 87°33'17" East along said Line and its Easterly extension a distance of 88.33 feet, thence South 2°26'43" West a distance of 120.29 feet; thence North 87°33'17" West, a distance of 24.28 feet; thence South 3°18'20" West a distance of 47.742 feet to the Point of Beginning. Containing 10,527 square feet. 0.24 acres, SUBJECT to easements, reservations and zoning of record.

EXHIBIT A-2

Commence at the intersection of the East and South line of Block T, Holiday Out, Section B as recorded in Plat Book 14, page 44, St. Lucie County, Florida, public records; Thence North 87 33' 17" West along the Easterly extension of said South. Line of Block T a distance of 25 feet to the Point of Beginning; Thence continue North 87* 33' 17" West along said South line a distance of 39 feet; Thence North 2* 26' 43" East a distance of 47.71 feet; Thence South 87* 33' 17" East a distance of 64 feet to the East line of said Block T; Thence South 2* 26' 43"s West along said line a distance of 22.71 feet to the point of curvature of a curve to the right having a central angle of 90 and radius of 25 feet; Thence Southwesterly along the arc of said curve a distance of 39.27 feet to the end of said curve (also being the Point of Beginning)*

EXHIBIT A-3

Amended #818563 OR Book 538, pg. 199,4/87

Amended #942423, OR Book 620, pg. 2919, 1/16/89

Amended #2029284, OR Book 1514, pg. 977, 4/12/02

Mail boxes shall be included as limited common elements with the expense for the maintenance of each mail receptacle to be borne by the unit owner receiving its exclusive benefit. amendment #1031374 OR Book 681, page 1813. 3/90

V. VOTING RIGHTS

There shall be one person, with respect to each unit ownership, who shall be entitled to vote at any meeting of the unit owners. such person shall be known (and is hereinafter referred to) as a “voting member”.

If a unit is owned by more than one person, the owners of said unit shall designate one of them as a voting member, or in the case of a corporate unit ownership, an officer or an employee thereof shall be designated the voting member. The designation of the voting member shall be made as provided by, and subject to, the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of units in the Condominium, as declared as of that date, and each condominium unit shall have no more and no less than one equal vote in the Association. If one individual owns two condominium parcels, he shall have two votes. The vote of a condominium unit is not divisible.

Unit ownership, for the purposes of voting rights, is defined as ownership in fee title; however, should a person acquire the unexpired term of a ninety-nine year leasehold interest in and to a unit, said Lessee shall be entitled to the voting rights for said unit. Amended #358697 OR Book 264, pg. 1360A, 2/77 Amended #399 154 OR Book 284, pg. 2121, 4/78

VI. COMMON EXPENSES AND COMMON SURPLUS

The common expenses of the condominium shall be shared by the unit owners as specified and set forth in Item IV hereinabove. The foregoing ratio of sharing common expenses and assessments shall remain regardless of the purchase price of the condominium parcels, their location or the square footage included in each condominium unit.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements.

VII. METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular meeting or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of voting members casting not less than three-fourths (3/4) of the total vote of the members of the Association present and voting.

Amended eff. 2/14/74. Rec. 2/21/74 OR Book 224, pg. 263 & 264.

All Amendments shall be recorded and certified as required by the Condominium Act. No Amendment shall change any Condominium parcel nor a Condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof, and all record owners of mortgages, or other voluntarily placed liens thereon, shall join in the execution of the Amendment. No Amendment shall be passed which shall impair or prejudice the rights of any Lessor's interest under any lease.

VIII. BY-LAWS

The operation of the condominium property shall be governed by the By-Laws which are set forth in a document entitled "By-Laws of HOLIDAY OUT AT ST. LUCIE, a Condominium" which is annexed to this Declaration, marked Exhibit "C" and made a part hereof.

No modification of or Amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded Amendment of this Declaration. The By-Laws may be amended in the manner provided for therein, but no Amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel(s).

IX. THE OPERATING ENTITY

The name of the association responsible for the operation of the condominium is set forth in Article VIII herein above; said Corporation is a non-profit Florida Corporation, organized and existing pursuant to the Condominium Act. The said Association shall have all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association, and its Articles of Incorporation, which Articles of Incorporation are attached hereto, marked Exhibit "D" and made a part hereof.

Every owner of a condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law, or otherwise, and shall be bound by the By-Laws of said Association, the Articles of Incorporation of the Association, and by the provisions of this Declaration.

(Renumber VIII to IX eff. 1/27/68. Rec. 3/25/68 OR Book 171, pg. 124-125).

X. ASSESSMENTS & MONTHLY MAINTENANCE FEES

The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the common expenses of the Condominium property, and such other assessments as are specifically provided for in this Declaration and the By-Laws attached hereto. The procedure for the determination of such assessments shall be as set forth in the By-Laws of the Association.

The common expenses shall be assessed against each Condominium parcel owner, as provided in Article VI of this Declaration.

The monthly maintenance fees are due on or before the first (1st) of each month and are considered late if not received by the tenth (10th) of the month. An administrative late charge of \$25.00 will be assessed for any payment received after the 10th of the month and any unpaid balance after the tenth of any subsequent month. Amended #530425 OR Book 356, pg. 1528, 6/81 #6509 10 OR Book 428, pg. 1696, 4/84 #1031374 OR Book 681, pg 1813, 3/90, #2816719 OR Book 2512, pg 2615 3/06

The Association shall have a lien on each Condominium parcel for any unpaid assessments, together with interest thereon, against the unit owner of such condominium parcel, together with a lien on all tangible personal property located upon said unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the unit owner and secured by such lien. The Association's liens shall also include those sums advanced on behalf of a unit owner on payment of his obligation.

The Board of Directors may take such action as they deem necessary to collect assessments by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if in the best interests of the Association.

Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owners shall be required to pay a reasonable rental for the condominium parcel, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

The condominium association formed shall levy and collect a reasonable monthly assessment against the owners of each unit of operating and maintaining all common use property and facilities, providing water, electricity and garbage disposal service, sewage service, general maintenance and carrying out its duties hereunder as "management". The collection of these sums shall be provided for in adequate manner to assure the maintenance necessary. #275118 OR 224 P.2632/74; #1099174 3/12/91 OR BK 0729, Pg. 2458; #1167559 OR BK 0779 PAGE 1759 3/11/92

Any person who acquired an interest in a unit including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owners have been paid.

XI. PROVISIONS RELATING TO SALE OR RENTAL OF CONDOMINIUM UNITS

1. No unit in Holiday Out can be rented more than three (3) times in a calendar year for periods of less than 30 days or one calendar month, whichever is less, or can any unit owner advertise or hold out to the public as a place regularly rented to transients regardless of how long it is rented or how many times a year. *(See Rules & Regulations page 16 Section E – Rules for owners & Agents who rent units)*

It will be the responsibility of the unit owner to obtain necessary licenses and collect and remit to the proper agency any sales tax or tourist development tax. #1099174 3/12/91 OR BK 0729, Pg. 2456

2. The Board of Directors of Holiday Out at St. Lucie, a Condominium, shall have the right to set up a voluntary rental plan, subject to the laws of the Florida Real Estate Commission, with the General Manager of the Condominium acting as the rental agent.

- (a) This rental plan must be self-supporting. During the first year only of operation, income if needed can be supplemented by pledges from time to time of sums from renter-oriented activities.
- (b) The Board of Directors shall have the right to set up rules and regulations governing the rental plan, and promulgated fee schedules.
- (c) The Board of Directors shall set the fee participation in the rental plan, on a yearly basis.
- (d) There being the express provision that at no time will any of the cost of the rental program be declared common expenses of the Condominium Association.
- (e) The records and financial transactions of the rental plan shall be reviewed and audited from time to time, for the purpose of changing the participation fee: and must be audited at the end of the Fiscal Year of the Condominium association.

XII. INSURANCE PROVISIONS

A. LIABILITY INSURANCE

The Board of Directors of the Association shall obtain Public Liability and Property Damage insurance covering all of the common elements, and insuring the Association in such amounts as the Board of Directors of the Association and the unit owners as its and their interest appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$250,000/500,000/10,000. Said insurance shall include, but not limit the same, to water-damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as common expense.

B. CASUALTY INSURANCE

1. Purchase of Insurance.

The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance insuring all of the insurable improvements within

the Condominium including personal property owned by the Association, in and for the interest of the Association. The company or companies with whom the Association shall place its insurance coverage as provided in the Declaration must be good and responsible companies authorized to do business in the State of Florida.

#1031374 OR Book 681, pages 1814, 1815 - 3/90

C. WIND AND FLOOD INSURANCE

The Association shall obtain Wind and Flood Insurance on all of the reasonably insurable improvements within the Condominium including personal property owned by the Association, in and for the interest of the Association. The exceptions to this provision are the 5 Bathhouses and the Flea Market building which will be self-insured with suitable funding to cover repairs. The company or companies with whom the Association shall place its insurance coverage as provided in the Declaration must be good and responsible companies authorized to do business in the State of Florida. #2816719 OR Book 2512, pg 2615 3/06

2. Loss Payable Provisions.

All policies purchased by the Association shall be for the benefit of the Association, all unit owners and their mortgagees, if any, as their interest may appear.

3. Surplus.

It shall be presumed that the first moneys disbursed in payment of costs of repair and restoration shall be made from the insurance proceeds; and if there is a balance in the funds after payment of all costs of the repair and restoration, such balance shall be distributed to the Association's General Fund.

4. Plans and Specifications.

Any repair and restoration must be substantially in accordance with the plans and specifications for the original improvements, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

5. Such other insurance shall be carried as the Board of Directors of the Association shall determine from time to time to be desirable.

6. Each individual unit owner shall be responsible for purchasing, at his own expense, any additional liability insurance as he may deem necessary to cover accidents occurring upon his own unit, and for the purchasing of insurance upon his own personal property.

XIII. USE AND OCCUPANCY

1. Only one principal dwelling may be resided in and maintained while located on a unit. #1099174 3/12/9 1 OR BK 0729, Pg. 2457 *(See By-Laws page 51 Article XIII Section 2)*

2. No animals or fowl shall be kept or maintained on the units except for one (1) customary household pets, defined as one (1) dog or one (1) cat, and then only on a leash if outside of the unit. No pet shall be kept, bred or maintained for any commercial purpose nor shall the pet be an aggressive breed of dog as defined by the county, nor shall the pet be an exotic pet or animal. The pet shall be kept or maintained in accordance with applicable local, state and federal laws and local ordinances. Any pet causing or creating a nuisance or unreasonable disturbances in the community shall be permanently removed from the community upon written notice from the Board of Directors. The pet shall be kept in the unit in accordance with the Declaration and the Rules and Regulations of the Association. The pet shall not be allowed in or on any recreational facilities located at the community. The Board of Directors may designate specific areas for pets to be walked. Owners are responsible for cleaning up after the pet. #4169032 3/14/16 OR BOOK3846 PAGE 330-330. *(See Rules & Regulations page5 Section A – General Rules #2)*

3. No signs of any kind shall be displayed on any unit without the written consent of the Association, or its assigns or successor. #1099174 3/12/91 OR BK 0729, Pg. 2457 *(See Rules & Regulations page 4 Section A – General Rules #1)*

4. An “Easement by necessity” five(5) feet in width is reserved along each of the surveyed dimensional lines of each unit in the condominium and it is understood that such easement may be used by the subdivider and/or its assigns as the case may be.

Said “Easement by necessity” shall be for the purpose of installation, removal, maintenance and repair of utility services, dwelling structures, mobile homes, recreational vehicles and related equipment deemed necessary to insure adequate protection, safety and health needs.

Said “Easement by necessity” shall be subject to restrictions and conditions as set forth by the Board of Directors of Holiday Out at St. Lucie A Condominium. #1099174 3/12/91 OR BK 0728, Pg. 2457 #2192803 OR BK 1699, Pg 1604 4/23/03 *(See Rules & Regulations page 4 Section A – General Rules, Assignment of Easement to Unit Owners and Page 9 Section B – Construction/Contractors)*

5. No outside toilets shall be installed or allowed on any unit. Holiday Out has or will install suitable and adequate sanitary facilities as provided by the Laws of the State of Florida, and each user of such facilities agrees to protect the same and prevent loss or damage to accrue thereto. #1099174 3/12/91 OR BK 0729, Pg. 2458

6. No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. *(See Rules & Regulations page 7 Section A – General Rules #8 Unit Appearance)*

7. No commercial activity of any kind whatsoever shall be conducted on, or from any unit in the subdivision. The foregoing shall not, however, prevent the Association from designating certain areas in the subdivision for commercial use. #1099174 3/12/91 OR BK 0729, Pg. 2458

8. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers of all units shown on the subdivision plat or plats hereinbefore referred to, recorded or to be recorded, their heirs, executors, administrators, and assigns, and if said owners or any of them, their heirs, executors, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such units in the subdivision in which said unit is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation including costs of the suit and a reasonable attorney's fee. Any invalidation of any of these covenants and restrictions shall in no way affect any other of the provisions thereof which shall thereafter remain in full force and effect.

#1099174 3/12/91 OR BK 0729, Pg. 2458 *(See Declaration page 16, #5)*

9. The unit owners shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.

10. No person shall use the common elements or any part thereof, or a condominium unit or the condominium property or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

11. The initial Rules and Regulations are captioned "Rules and Regulations" and are set forth in the By-Laws of the Association which are annexed hereto as Exhibit

“C”. The said Rules and Regulations shall be deemed effective until amended, as provided in the By-Laws.

XIV. MAINTENANCE AND ALTERATIONS

1. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property, and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair.

2. The Board of Directors may likewise enter into a contract with the owners of any public utility for the furnishing of such public services as electricity, or sewage disposal to the condominium. This may include the purchase, by the condominium, of wholesale electricity or the payment for the use of any sewage disposal plant. The Board of Directors may likewise, from time to time, enter into long term leases for the use of such public services utilities or may purchase the same outright and thereafter the said facility may, by an amendment to this declaration, become a part of the common use elements. The developer has heretofore entered into a contract with Southern Gulf Utilities, Inc. for the furnishing of water and such contract is binding, as a covenant that runs with the land, upon the owners of the units and any administration of this condominium development. #1099174 3/12/9 1 OR BK 0729, Pg. 2458

3. There shall be no material alterations, or substantial additions to the common elements or limited common elements, except as provided immediately hereinabove in Section “A”, or except as the same are authorized by the Board of Directors, and ratified by the affirmative vote of voting members casting not less than seventy-five (75%) percent of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose; provided the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expenses. Where any alterations or additions, as aforescribed, are exclusively or substantially exclusively for the benefit of the owner(s) requested same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and ratified by not less than seventy-five percent (75%) of the total votes of the unit owners, exclusively or substantially

exclusively benefiting therefrom, and where said unit owners are ten or less the approval of all but one shall be required. An addition to the common element or limited common element shall be deemed to be substantial when the value of the addition exceeds two thousand five hundred dollars (\$2,500) **adjusted annually to the CPI-U. Updated amount contained in the BOD Policy Manual on the web page.** #703817 4/24/03 OR Book 463, pg 356 Rec. 5/85 #2192803 OR BK 1699 Pg 1604

XV. TERMINATION

This Condominium may be voluntarily terminated in the manner provided for in Section 16 of the Condominium Act at any time.

XVI. MISCELLANEOUS PROVISIONS

1. The owner of the respective condominium unit shall not be deemed to own pipes, wires, conduits, roads, sewage connections, etc., or other public utility lines running through the condominium parcel or unit which are utilized by or serve more than one condominium unit, which items are, by these presents, made a part of the common elements.

2. The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. *(See Rules & Regulations page 10 Section B – Construction/Contractors #5)*

3. That no owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his condominium unit.

4. The Association shall for the owners of each and every condominium parcel return the same for the purpose of ad valorem taxes with the Tax Assessor of the county or such other future legally organized governmental officer or authority having jurisdiction over the same. Nothing herein shall be construed, however, as giving to any unit owner the right, of contribution or any right of adjustment against any other unit owner on account of any deviation by the taxing authorities for the valuations herein prescribed, each unit owner to pay such ad valorem taxes and special assessments as are separately assessed against his “condominium parcel” as set out hereinabove.

For the purposes of ad valorem taxation, the interest of the owner of a “condominium parcel” in his “Condominium unit”, and in the “common elements”, shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire condominium, including land and improvements as has been assigned to said unit and as set forth in this Declaration. The total of all said percentages equals 100% of the value of all of the land and improvements.

5. All provisions of this Declaration and Exhibits attached hereto and Amendments thereof, shall be construed to be covenants running with the land, and of every part thereof and interest therein, including, but not limited to, every unit and the appurtenances thereto, and every unit owner and claimant of the property or any part thereof or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and Amendments hereof. *(See Declaration page 13, #8)*

6. If any provisions of this Declaration or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is held invalid, the validity of the remainder of this Declaration, the By-Laws attached hereto or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

7. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the membership stating the time and place thereof to each unit owner of record, at least fifteen (15) days, but not more than forty-five (45) days prior to such meeting. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners, at their place of residence in the condominium, unless the unit owner has, by written notice duly received for, specified a different address. Proof of such mailing or personal delivery by the

Association shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the office of the Association at:

Holiday Out at St. Lucie
10725 South Ocean Drive
Jensen Beach, Florida 34957

or such other place as designated by the Board of Directors.
(XVI. Item H. Amended eff. 12/15/68. Rec. 8/1/73 or book 217 p 16.)

8. The “Remedy for Violation”, provided for by Section 23 of the Condominium Act, shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a Court action to bring about compliance with the law, this Declaration and the By-Laws, upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney’s fees incurred by it in bringing such action, as determined by the Court. *(See Rules & Regulations page 2 Violations)*

9. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

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

11. If any term, covenant, provision, phrase, or other element of the condominium documents is held invalid or unenforceable for any reason, whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant, or element of the condominium documents.

IN WITNESS WHEREOF, HOLIDAY OUT IN AMERICA AT ST. LUCIE, INC., a Florida corporation, has caused these presents to be signed in its name by its President and its Corporate seal affixed, attested by its Secretary this 29th day of September, 1967.

By _____ President

ST. LUCIE, INC. (SEAL)
Secretary
HOLIDAY OUT IN AMERICA AT ST. LUCIE, INC.
FLORIDA

HOLIDAY OUT IN AMERICA AT ST. LUCIE, INC.

Signed, sealed and delivered in the presence of:

Rebecca G. Luddy (SEAL)

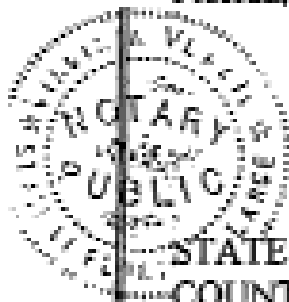
Virginia Verzij (SEAL)

STATE OF FLORIDA }
COUNTY OF MARTIN }

ss

Before me, the undersigned authority, personally appeared Hazen Kreis, to me well known to be the person described in and who executed the foregoing instrument as President of HOLIDAY OUT IN AMERICA AT ST. LUCIE, INC., a Florida corporation, and he acknowledged before me that he executed such instrument as such officer of said corporation and that the Seal affixed thereto is the corporate seal of said corporation, and that it was affixed to said instrument as the free act and deed of said corporation.

WITNESS my hand and official seal, at Stuart, Martin County, Florida, this 20th day of September, 1967.



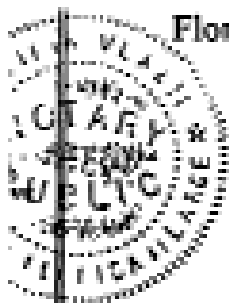
Virginia Verzij (SEAL)
Notary Public

Notary Public - State of Florida at Large
My Commission Expires June 6, 1967

STATE OF FLORIDA }
COUNTY OF MARTIN }

Before me, the undersigned authority, personally appeared W.R. Scott, to be well known to be the person described in and who executed the foregoing instrument as Secretary of HOLIDAY OUT IN AMERICA AT ST. LUCIE., a Florida corporation and he acknowledged before me that he executed such instrument as such officer of said corporation and that the seal affixed thereto is the corporate seal of said corporation, and that is was affixed to said instrument by due and regular corporation and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal at Stuart, Martin County, Florida, this 29th day of September, 1967.



Virginia Verzij (SEAL)
Notary Public

Notary Public - State of Florida at Large
My Commission Expires June 6, 1967

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, HOLIDAY OUT AT ST. LUCIE, a condominium, a Florida non-profit corporation, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of this Declaration and Exhibits attached thereto.

IN WITNESS WHEREOF, HOLIDAY OUT AT ST. LUCIE, a condominium, a Florida non-profit corporation, has caused these presents to be signed in its name by its President and its Corporate Seal affixed this 29th day of September 1967.

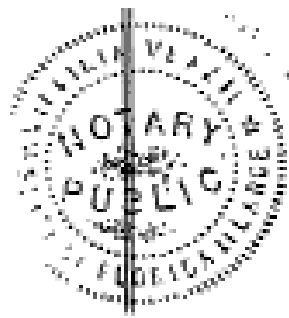
HOLIDAY OUT AT ST. LUCIE, a
Condominium

By *Robert A. Epperson* (SEAL)
President

STATE OF FLORIDA }
COUNTY OF MARTIN } ss

BEFORE ME, the undersigned authority, personally appeared Robert A. Epperson, to me well known to be the person described in and who executed the foregoing instrument, as President of HOLIDAY OUT AT ST. LUCIE, a condominium, a Florida non-profit corporation and he severally acknowledged before me that he executed such instrument as such officer of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal, at Martin County, Florida, this 29th day of September, 1967.



Virginia K. Kiser (SEAL)
Notary Public, State of Florida at Large
My Commission Expires 11-15-1967

That part of the following Parcels 1 and 2 as shown on the recorded plat of Holiday Out in America at St. Lucie, Inc., as recored in Plat Book 14, page 28, Public Records of St. Lucie County, Florida:

Parcel 1.

Start at the Southwest corner of Section 12, Township 37 South, Range 41 East; thence run North 89° 55' 14" East along the South line of said Section 12, 774.41 feet to the point of intersection with the center line of State Road A-1-A; thence run North 23° 49' 31" West along said road center line, a distance of 1549.41 feet to the point of beginning; thence continue to run North 23° 49' 31" West, along said road center line, a distance of 600 feet; thence run North 89° 56' 22" East a distance of 545.93 feet, more or less, to the waters of the Atlantic Ocean; thence meander said waters Southeasterly 600 feet, more or less, to the point of intersection with a line that bears North 89° 56' 22" East from the point of beginning; thence run South 89° 56' 22" West, along the lastly said line, a distance of 545.93 feet, more or less, to the point of beginning, LESS right of way of State Road A-1-A.

Parcel 2.

Start at the Southeast corner of Section 11, Township 37 South, Range 41 East; thence run North 89° 55' 14" East, along the south line of Section 12, Township 37 South, Range 41 East, a distance of 774.41 feet to the point of intersection with the center line of State Road A-1-A; thence run North 23° 49' 31" West along said road center line, a distance of 1549.41 feet to the point of beginning; thence continue to run North 23° 49' 31" West, along said road centerline a distance of 1376.74 feet; thence run South 89° 56' 22" West a distance of 934.55 feet to the west line of Government Lot 4, of Section 11; thence run South 00° 02' 29" West, along said West line and Southerly extension thereof, a distance of 1260.30 feet; thence run North 89° 56' 22" West a distance of 1491.72 feet to the point of beginning: LESS road right of way of State Road A-1-A.

EXHIBIT "A"

NOTE: ° denotes degrees

OR Book 168 Page 1366
Exhibit "B"

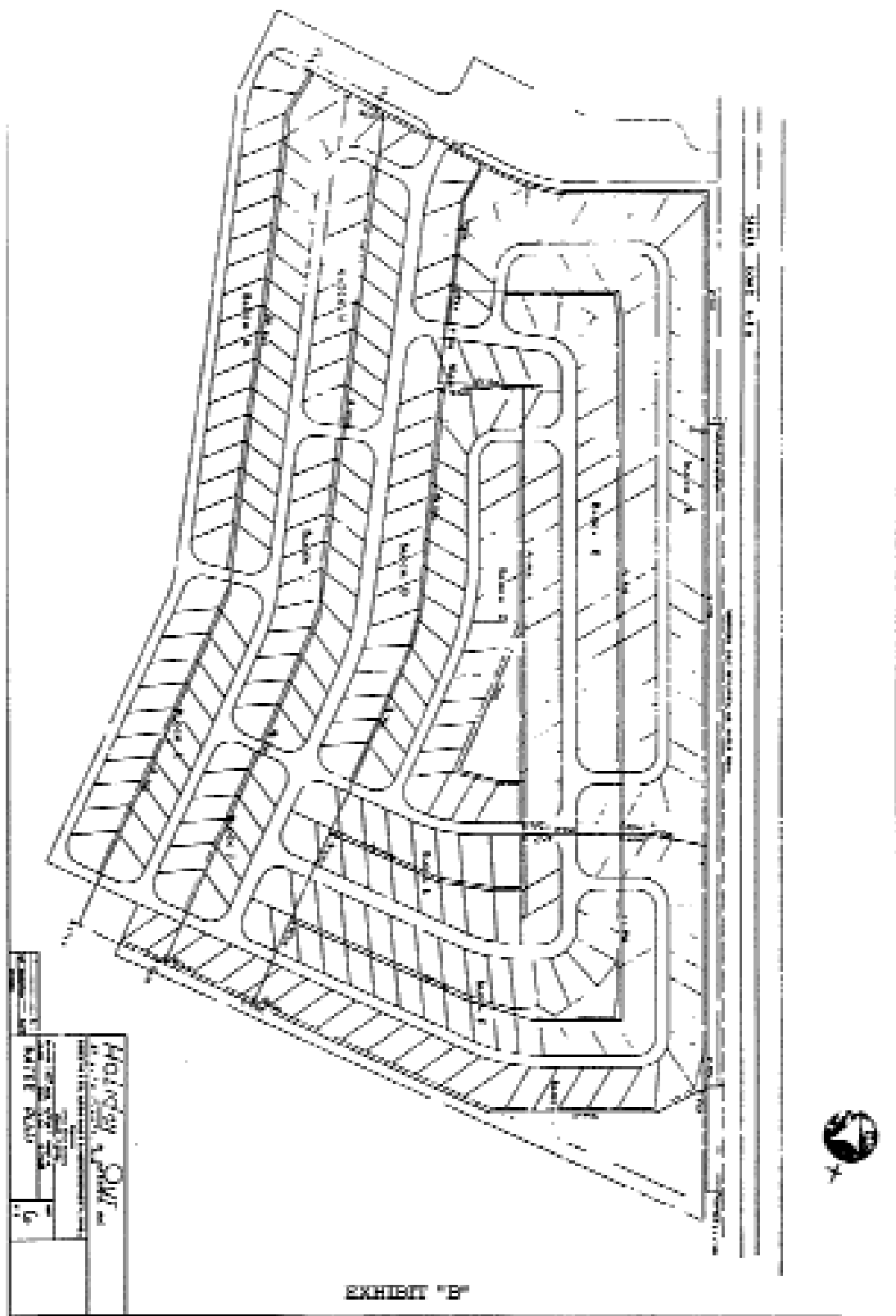
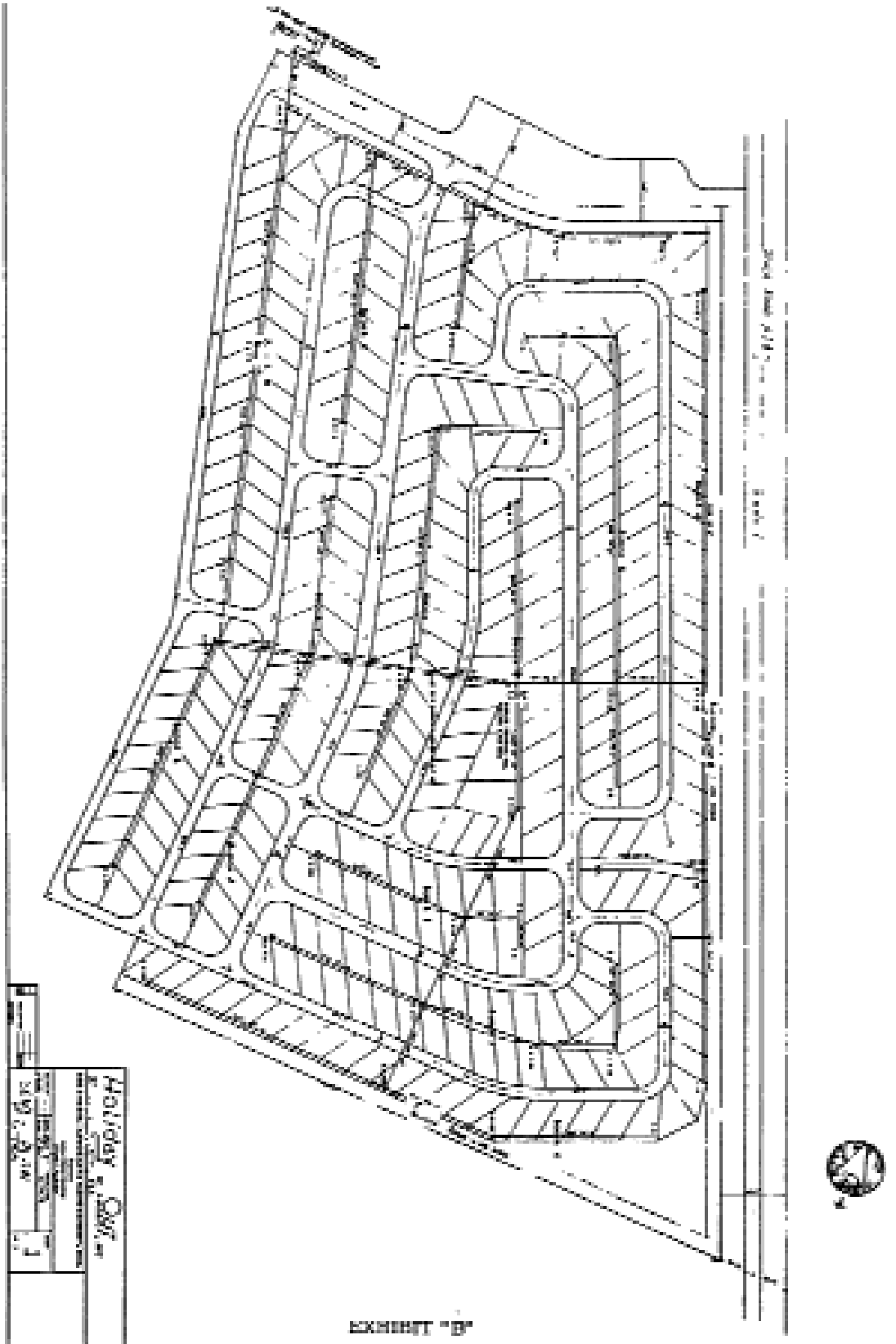


EXHIBIT "B"

OR Book 168 Page 1367
Exhibit "B"



174362

CERTIFICATE OF AMENDMENT
OF
DECLARATION OF CONDOMINIUM

Notice is hereby given, under the provisions of Chapter 711, 10, Florida Statutes, 1967, and in conformance with the provisions of Paragraph III of the Declaration of Condominium of HOLIDAY OUT IN AMERICA AT ST. LUCIE, as in Official Records Book 168, Page 1348, public records of St. Lucie County, Florida, the following amendments to the description of lands as designated Exhibit A-1, attached hereto be and the same is hereby added to the lands included in the description of the condominium documents.

Exhibits B-1 are attached hereto in conformance with requirements of Section 711.08, (e) Florida Statutes, 1967.

Dated this 31 day of January, 1969

HOLIDAY OUT IN AMERICA AT ST. LUCIE, INC.

By *Robert A. Epperson*
Robert A. Epperson

STATE OF FLORIDA }
COUNTY OF MARTIN } ss

I hereby certify that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appear ROBERT A. EPPERSON, to me known to be the person described as Executive Vice-President of HOLIDAY OUT IN AMERICA AT ST. LUCIE, INC., in and who executed the foregoing Certificate of Amendment in the name of and for that corporation, affixing the corporate seal of that corporation thereto; that as such corporate officer that person is duly authorized by the corporation to do so; and that the foregoing Certificate of Amendment is the act of that corporation.

Witness my hand and official seal in the state and county named above this 31 day of January 1969.



Margie Reibert
Notary Public

MY COMMISSION EXPIRES DECEMBER 18, 1972

That part of the following Parcels 2, of record in OR Book 167, page 2235 of St. Lucie County, Florida, and 4, of record in OR Book 167, page 2237, of St. Lucie County, Florida, as shown on the recorded plat of Holiday Out in America at St. Lucie, Inc., as recorded in Plat Book 14, page 44, of the Public Records of St. Lucie County, Florida:

Parcel 4.

Start at the Southeast corner of Section 11, Township 37 South, Range 41 East; thence run No. $89^{\circ} 55' 14''$ East along the South line of Section 12, Township 37 South, Range 41 East, for a distance of 774.41 feet to a point of intersection with the centerline of State Road A-1-A; thence run No. $23^{\circ} 49' 31''$ west along said road centerline for a distance of 2,926.15 feet to the point of beginning; thence continue to run No. $23^{\circ} 49' 31''$ west along said road centerline for a distance of 1,004.84 feet to the south line of the north 360.80 feet of Govt. lot 4 of said section 11; thence run S. $89^{\circ} 58' 29''$ W. along the south line of the North 360.80 feet of Govt. lots 4 and 3 of said Section 11 for a distance of 608.56 feet to a point; thence run S. $17^{\circ} 12' 18''$ E. for a distance of 619.54 feet to a point; thence run S. $08^{\circ} 33' 22''$ E. for a distance of 336 feet more or less to a point of intersection with a line that bears S. $89^{\circ} 56' 22''$ W. from the point of beginning; thence run No. $89^{\circ} 56' 22''$ E. along this last described line for a distance of 773 feet more or less to the point of Beginning; less existing State Road A-1-A Right of Way.

EXHIBIT "A-1-"

NOTE: * denotes degrees

OR Book 175 Page 1684
Exhibit "B-1"



Holiday Out

IN AMERICA AT ST. LUKE INC

SECTION "B"

THIS SECTION OF THE PROJECT IS A RESIDENTIAL TRACT OF 100 LOTS, 20' WIDE BY 120' DEEP, SITUATED IN THE EAST END OF THE PROJECT. THE TRACT IS BOUND BY THE PROJECT DRIVE TO THE NORTH, THE PROJECT DRIVE TO THE SOUTH, AND THE PROJECT DRIVE TO THE EAST. THE TRACT IS BOUND BY THE PROJECT DRIVE TO THE WEST. THE TRACT IS BOUND BY THE PROJECT DRIVE TO THE NORTH, THE PROJECT DRIVE TO THE SOUTH, AND THE PROJECT DRIVE TO THE EAST. THE TRACT IS BOUND BY THE PROJECT DRIVE TO THE WEST.

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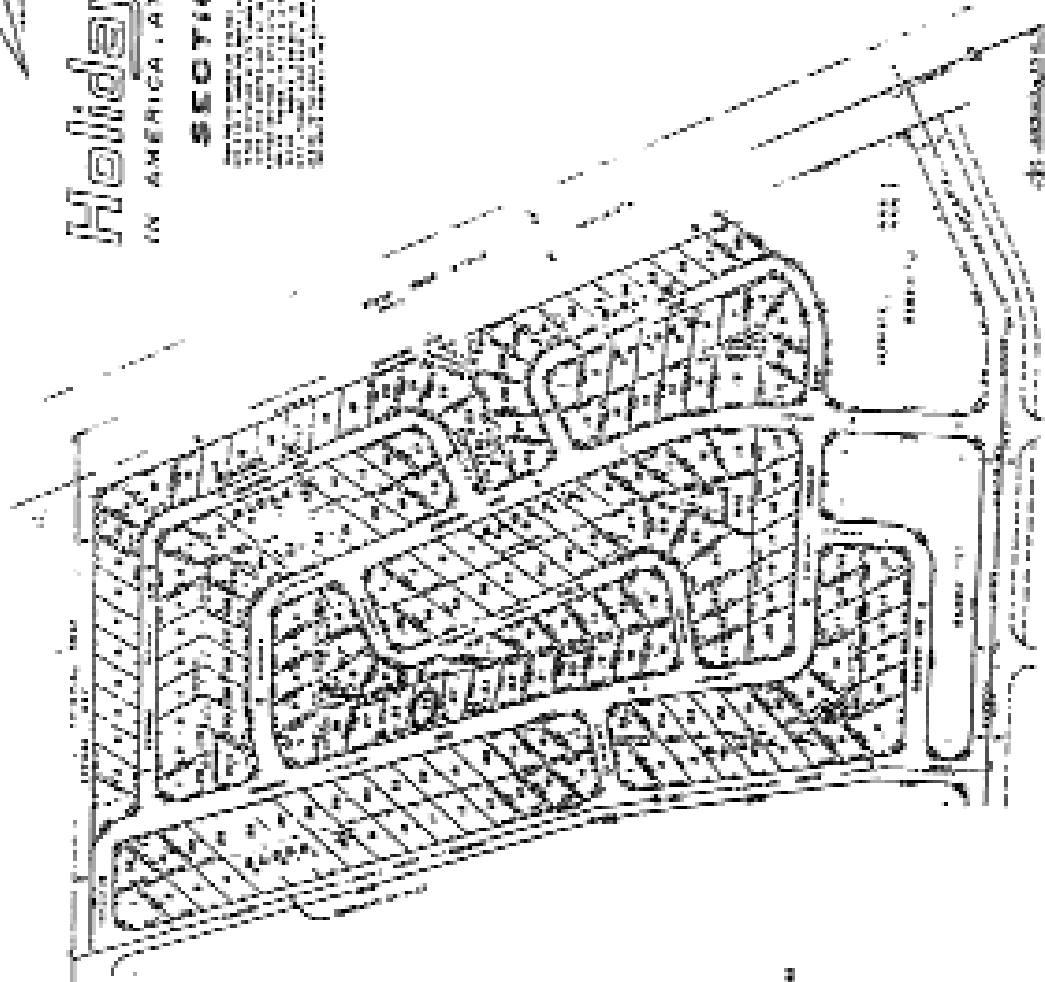
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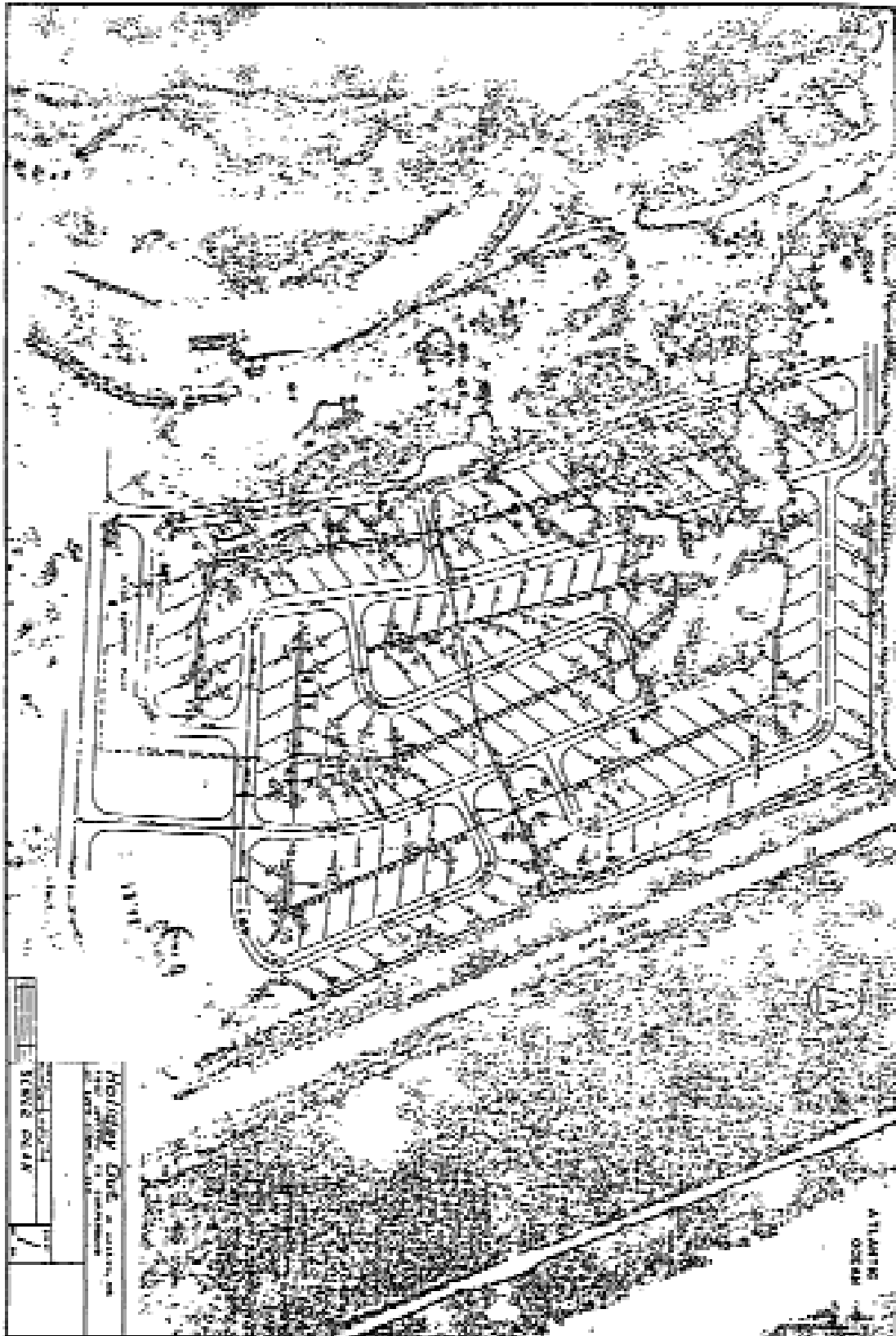
5. THE TRACT IS BOUND BY THE PROJECT DRIVE TO THE NORTH, THE PROJECT DRIVE TO THE SOUTH, AND THE PROJECT DRIVE TO THE EAST. THE TRACT IS BOUND BY THE PROJECT DRIVE TO THE WEST.

6. THE TRACT IS BOUND BY THE PROJECT DRIVE TO THE NORTH, THE PROJECT DRIVE TO THE SOUTH, AND THE PROJECT DRIVE TO THE EAST. THE TRACT IS BOUND BY THE PROJECT DRIVE TO THE WEST.

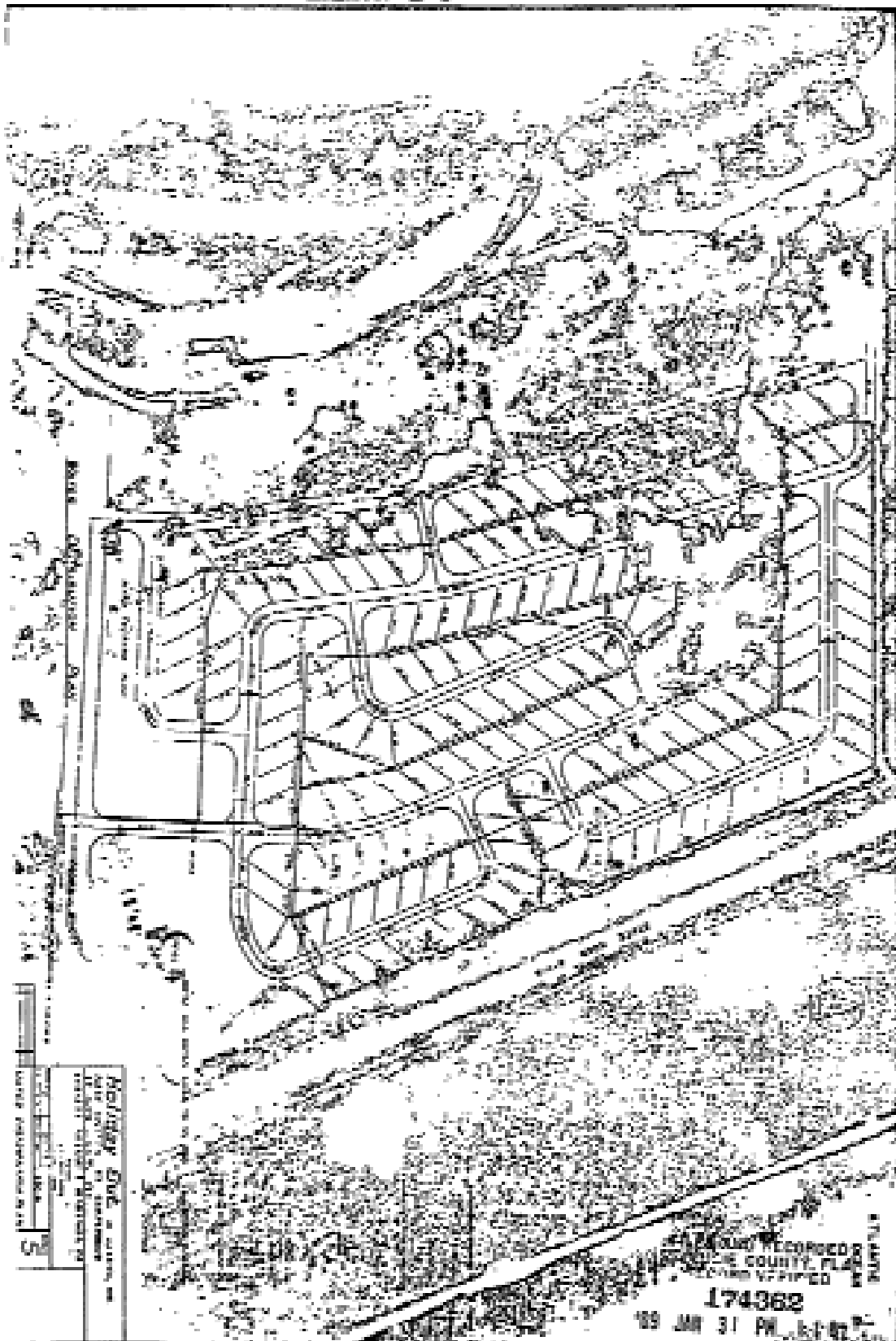
7. THE TRACT IS BOUND BY THE PROJECT DRIVE TO THE NORTH, THE PROJECT DRIVE TO THE SOUTH, AND THE PROJECT DRIVE TO THE EAST. THE TRACT IS BOUND BY THE PROJECT DRIVE TO THE WEST.

11/11/61

OR Book 175 Page 1685
Exhibit "B-1-"



OR Book 175 Page 1686
Exhibit "B-1-"



McIntosh, Duke, a citizen, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of the County of Duval, Florida.

174362
174363

RECORDED
DUVAL COUNTY, FLA.
174362
174363
189 JAN 31 PM 6-1-02

963282

CERTIFICATE OF AMENDMENT OF THE DECLARATION OF CONDOMINIUM OF HOLIDAY OUT AT ST. LUCIE, A CONDOMINIUM

Notice is hereby given, under the provisions of Chapter 718.110, (3) Florida Statutes, 1977, and under the provisions of the Declaration of Condominium of Holiday Out at St. Lucie, A Condominium, as recorded in O.R. Book 168, Page 1348, Public Records of St. Lucie County, Florida, that the following amendment of the Declaration of Condominium was duly and regularly made and adopted, as provided in said Declaration and the Law:

NOTE: Replacing description in O.R. Book 620, Page 2920

LEGAL DESCRIPTION OF LAND WITH OFFICE BUILDING

ACQUIRED BY HOLIDAY OUT FROM COLSON REAL ESTATE, INC.

Commence at the intersection of the East and South line of Block T, Holiday Out, Section B as recorded in Plat Book 14, page 44, St. Lucie County, Florida, public records; Thence North 87° 33' 17" West along the Easterly extension of said South line of Block T a distance of 25 feet to the Point of Beginning; Thence continue North 87° 33' 17" West along said South line a distance of 39 feet; Thence North 2° 26' 43" East a distance of 47.71 feet; Thence South 87° 33' 17" East a distance of 64 feet to the East line of said Block T; Thence South 2° 26' 43" West along said line a distance of 22.71 feet to the point of curvature of a curve to the right having a central angle of 90° and a radius of 25 feet; Thence Southwesterly along the arc of said curve a distance of 39.27 feet to the end of said curve (also being the Point of Beginning)

Dated this 14th day of April 1989, at St. Lucie County, Florida

Holiday Out at St. Lucie,
A Condominium

963282

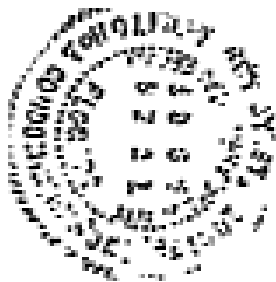
89 MAY -1 P2:10

By:

Eleanor M. Coleman

Its President - Eleanor M. Coleman

FILED AND RECORDED
DOUGLAS OXON CLERK
ST. LUCIE COUNTY, FLA.

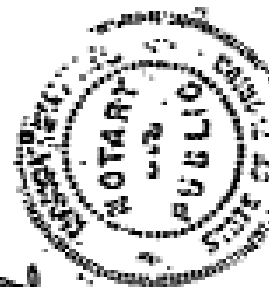



Corporate Seal
STATE OF FLORIDA
County of St. Lucie

I hereby certify that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared ELEANOR M. COLEMAN, to me known to be the person described as President of HOLIDAY OUT AT ST. LUCIE, A CONDOMINIUM, who executed the foregoing Certificate of Amendment in the name of and for that Corporation affixing the corporate seal of the corporation thereto; that as such corporate officer that person is duly authorized by the corporation to do so; and that the foregoing Certificate of Amendment is the act of that Corporation.

Witness my hand and official seal in the county and state named above this 14th day of April, 1989.

Prepared By: Nancy J. Buttell
25 Aqua Ra Drive
Jensen Beach, FL 34957





Notary Public
State of Florida at Large) 634 PAGE 1481
My Commission Expires 0001 1993
March -28. 1993

Johns Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1715416 OF 1997 12217 PEE 1143
Recorded: (M-20-9) 10:09 A.M.

WARRANTY DEED

THIS INDENTURE, made this 21st day of August, 1998, between Holiday Out at St. Lucie, Inc., a Florida not-for-profit corporation, whose address is 10725 South Ocean Drive, Jensen Beach, Florida 34957, "Grantor", and Venture Three, Inc., a Florida not-for-profit corporation, whose address is 10701 South Ocean Drive, Jensen Beach, Florida 34957, "Grantee", all of whose domiciles are St. Lucie County, Florida

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the interest in the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

SEE ATTACHED EXHIBIT A

Subject to Taxes - Subsequent to December 31, 1997 and restrictions, reservations, easements, covenants of record and covenants attached as Exhibit B.

Said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, Grantor, Holiday Out at St. Lucie, Inc., a Florida not-for-profit corporation, has hereunto set Grantor's hand and seal this _____ day of _____, 1998.

WITNESSES:

HOLIDAY OUT AT ST. LUCIE, INC.,
a Florida not-for-profit corporation

Sharon S. King
Witness Signature
Sharon S. King
Printed Name of Witness

By: Donna Warren
Donna Warren, President


Kim Hauk
Witness Signature
Kim Hauk
Printed Name of Witness

CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 21st day of August, 1998, by Donna Warren, as President of Holiday Out at St. Lucie, Inc., a Florida not-for-profit corporation, who is personally known to me or [] who has produced identification in the form of

 Sharon S. King
Notary Public
Commission CC800143
Expires Oct. 04, 2000

Sharon S. King
NOTARY PUBLIC

This document prepared by (etc)
Jane L. Corneo, Esquire
WACKEN, CORWITT, COOPER & ROSS, P.A.
P. O. Box 66, Stuart, Florida 34990

0.00
7.70
0.00
Doc. Rec. \$
Doc. Tax \$
LUT Tax \$

EXHIBIT A

A parcel of land lying within Section 11, Township 37 South, Range 41 East, St. Lucie County, Florida, and further lying within Lots 9, 10, 11, 12 and 18, Block "S" and a portion of Block "T" and a portion of the common use area, of the Plat of Holiday Out in America, at St. Lucie Inc., as recorded in Plat Book 14, Page 44 of the public records of St. Lucie County, Florida, more particularly described as follows:

Commence at the intersection of the East and South line of Block "T" of said Plat, Thence North $87^{\circ} 33' 17''$ West, a distance of 248.71 feet to the Point of Beginning; Thence North $00^{\circ} 02' 47''$ West, a distance of 169.90 feet; Thence South $55^{\circ} 28' 18''$ West, a distance of 145.40 feet; Thence South $04^{\circ} 49' 02''$ West, a distance of 66.42 feet, to a Point of Intersection with a non-tangent curve, concave Northeasterly, having a radius of 20.26 feet and a central angle of $92^{\circ} 29' 25''$, Thence Southerly along the arc of said curve to the left, from which the local tangent at the Beginning Point bears South $02^{\circ} 26' 38''$ West, a distance of 32.70 feet, said arc subtended by a chord which bears South $43^{\circ} 47' 59''$ East, a distance of 29.27 feet to the Point of Intersection with a non-tangent line; Thence South $89^{\circ} 54' 20''$ East, a distance of 105.25 feet, to the Point of Beginning; containing 0.36 acres of land, more or less

OR BOOK 1217 PAGE 1144

Johns Haddon, Clerk of the Circuit Court - St. Lucie County
File Number: 1713417 OR 800: 1217 PAGE 1146
Recorded: 04-20-97 10:09 A.M.

WARRANTY DEED

THIS INDENTURE, made this 19 day of January, 1998, between Venture Three, Inc., a Florida not-for-profit corporation, whose address is 10701 South Ocean Drive, Jensen Beach, Florida 34957, "Grantor", and Holiday Out at St. Lucie, Inc., a Florida not-for-profit corporation, whose address is 10725 South Ocean Drive, Jensen Beach, Florida 34957 "Grantee", all of whose domiciles are St. Lucie County, Florida.

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the interest in the following described land, situate, lying and being in St. Lucie County, Florida, to wit:

SEE ATTACHED EXHIBIT A

Subject to Taxes -- Subsequent to December 31, 1997 and restrictions, reservations, easements, covenants of record and covenants attached as Exhibit B.

Said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, Grantor, Venture Three, Inc., a Florida not-for-profit corporation, has hereunto set Grantor's hand and seal the 19 day of January, 1998.

WITNESSES:

VENTURE THREE, INC.,
a Florida not-for-profit corporation

[Signature]
Witness Signature
Wm. Armstrong
Printed Name of Witness

By: [Signature]
Walter J. Scott, President

[Signature]
Witness Signature
June S. Goodwin
Printed Name of Witness

CORPORATE SEAL

0.00
0.70
0.00

Doc Assessor: \$
Doc Tax: \$
Ext Tax: \$

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 19 day of January, 1998, by Walter J. Scott, President of Venture Three, Inc., a Florida not-for-profit corporation, [x] who is personally known to me or [] who has produced identification in the form of _____

SEAL

EMMETT J. STONE
COMMISSIONER, JUDICIAL CIRCUIT
NOTARIAL TERM APR 15, 1998
6201 S. 110th
APT. 4010 P.O. BOX 100, PALM BEACH, FLA.

[Signature]
NOTARY PUBLIC

EXHIBIT B

RESTRICTIVE COVENANTS

Grantee, by acceptance of this deed, agrees to be bound at all times in the future by these Restrictive Covenants.

1. The property which is the subject of this deed shall not at any time in the future be used for storage of boats, trailers, boat trailers, motor homes, recreational vehicles nor may any kind of trash, rubbish or discarded materials nor recycling containers be stored on this property without the expressed written consent of Grantor
2. This property may be used for passenger automobile parking
3. These covenants may not be changed or modified except with the prior written agreement of Grantor. Any such modification must be evidenced by a written agreement recorded in the public records of St. Lucie County, Florida.

OR BOOK 1217 PAGE 1145

EXHIBIT B
2017-11-16
04 11 2017

RESTRICTIVE COVENANTS

Grantee, by acceptance of this deed, agrees to be bound at all times in the future by these Restrictive Covenants.

OR BOOK 1217 PAGE 114B

1. The property which is the subject of this deed shall not at any time in the future be used for storage of boats, trailers, boat trailers, motor homes, recreational vehicles nor may any kind of trash, rubbish or discarded materials nor recycling containers be stored on this property without the expressed written consent of Grantor.
2. This property may be used for passenger automobile parking.
3. These covenants may not be changed or modified except with the prior written agreement of Grantor. Any such modification must be evidenced by a written agreement recorded in the public records of St. Lucie County, Florida.

EXHIBIT A

Commence at the intersection of the East and South line of Block T, Holiday Out, Section B, as recorded in Plat Book 14 at page 44, St. Lucie County, Florida, public records; Thence North $87^{\circ} 33' 17''$ West along the South line and its Easterly extension of Block T a distance of 64 feet to the Point of Beginning; Thence continue North $87^{\circ} 33' 17''$ West a distance of 66 feet; Thence North $3^{\circ} 18' 20''$ East a distance of 47.72 feet; Thence South $87^{\circ} 33' 17''$ East a distance of 24.28 feet; Thence North $2^{\circ} 26' 43''$ East a distance of 120.29 feet; Thence South $87^{\circ} 33' 17''$ East along the North line of said Block T a distance of 80 feet to the point of curvature of a curve to the right having a central angle of 90° and a radius of 25 feet; Thence Southeasterly along the arc of said curve a distance of 39.27 feet to the end of said curve; Thence South $2^{\circ} 26' 43''$ West along the East line of said Block T a distance of 95.29 feet; Thence North $87^{\circ} 33' 17''$ West a distance of 64 feet; Thence South $2^{\circ} 26' 43''$ West a distance of 47.71 feet to the Point of Beginning.

OR BOOK 1217 PAGE 1147

(Amended 3/06) #2879797, OR book 2589, Pages 607 - 675

HOLIDAY OUT AT ST. LUCIE, A CONDOMINIUM

BY-LAWS

INDEX

Article Number Number	Subject	Page
<u>I.</u>	Identity.....	32
<u>II.</u>	Membership and Voting Provisions.....	32
<u>IIA</u>	Meetings of the Membership.....	36
<u>III.</u>	Directors.....	38
<u>IV.</u>	Officers.....	42
<u>V.</u>	Fiscal Management.....	44
<u>VI.</u>	Compliance and Default.....	47
<u>VII.</u>	Acquisition of Units.....	49
<u>VIII.</u>	Amendments to the By-Laws.....	49
<u>IX.</u>	Indemnification.....	50
<u>X.</u>	Liability Survives Termination of Membership.....	50
<u>XI.</u>	Limitation of Liability.....	50
<u>XII.</u>	Parliamentary Rules.....	50
<u>XIII.</u>	Rules and Regulations.....	51

Exhibit "C"

BY-LAWS

HOLIDAY OUT AT ST. LUCIE, a Condominium

ARTICLE I. IDENTITY

The following By-Laws shall govern the operation of the Condominium known as HOLIDAY OUT AT ST. LUCIE, a condominium, described and named in the Declaration of Condominium, to which these By-Laws are attached; HOLIDAY OUT AT ST. LUCIE, a Condominium, being a Florida Corporation not for profit, organized and existing pursuant to Chapter 711, Florida Statutes, 1965, known as the Condominium Act.

Section 1.

The office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors.

Section 2.

The Seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

Section 3.

As used herein, the word "Corporation", shall be the equivalent of "Association", as defined in the Declaration of Condominium to which these By-Laws are attached, and all other words, as used herein, shall have the same definition as attributed to them in the Declaration of Condominium to which these By-Laws are attached.

ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS

Section 1.

The Corporation shall not issue stock or certificates.

Section 2.

Membership in the corporation shall be limited to owners of condominium units at Holiday Out. After the date of approval of this amendment new membership

shall be limited to individuals and at no time may title be held by a corporation or partnership. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Corporation, said membership is to become vested in the transferee. If unit ownership is vested in more than one person then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated, the vote of a unit shall be cast by the "voting member". Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a condominium parcel, where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the Board of Directors to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred by the Board of Directors. #1461843 OR Book 1006, pgs. 0412,0413 3/27/96

Section 3. Voting Provisions

1 - General

(a) The owner(s) of each condominium unit shall be entitled to one vote for each condominium unit owned. The vote of a condominium unit shall not be divisible.

(b) Unless otherwise provided in these By-Laws, the presence in person or by proxy of one third (1/3) of the unit owner's total votes shall constitute a quorum. The term "one third" of the unit owners total votes shall mean unit owners holding 179 votes.

(c) At any annual/special membership meeting, the unit owner entitled to vote, in person or by proxy, (as set forth in Article II, Section 6 of the By-Laws), shall cast the vote for designated agenda item(s). Further, unit owners present may vote on any non-agenda items presented at these meetings.

(d) At any annual/special membership meeting that requires a vote on non-agenda items, a PROXY may be assigned by unit owners entitled to vote that cannot attend the meeting. A simple majority of votes (50%+1) cast by unit owners present in person or by PROXY shall decide non-agenda item(s).

(e) The election of the Board of Directors must take place at the same time and place as the annual membership meeting. A quorum is not required to hold the election. However, a minimum of 20% (108) of eligible voters must cast ballots in order for the election to be valid. Balloting is not necessary to fill a vacancy unless there are two (2) or more eligible candidates for the vacancy. Ballots for Board of Directors must be uniform in color and names must be in alphabetical order.

(f) Voters needing assistance because of disability will be accommodated as required by Florida Statute.

2 - Voting

(a) All elections of Board of Directors shall be by closed ballot vote.

(b) Unit owners shall be notified in accordance with Article II A, Section 2 of the By-Laws and provided with voting documents and procedures as set forth in Holiday Out Voting Procedures prior to any annual/special membership meeting.

3 - Amendment to Condominium Documents

The Condominium Declaration, By-Laws, and Article of Incorporation shall be amended by the affirmative vote of eligible voting members casting no less than the required percentages of the total vote of the members voting as follows:

Declaration of Condominium	75%
By-Laws of the Condominium	60%
Article of Incorporation	60%

4- Supplemental Approvals Requiring Majority of all Unit Owners

Votes required by Florida law (financial statements, waive reserves, move reserves to different account). NOTE: All other supplemental approvals require majority of those voting.

Section 4 - Voting Procedures and Documents

Voting Procedures and Documents will be in accordance with the State of Florida statutes and codes. The details of these procedures will be determined by the Holiday Out Board of Directors and outlined in a "Voting Procedures Manual". Every effort should be made to keep these documents uniform and simple.

#1892339 OR BOOK 1372 PAGES 1556/1556 3/16/01

Section 5 Designation of Voting Member.

If a condominium unit is owned by one person, his right to vote shall be established by the recorded title to the unit. If a condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a Certificate signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one person the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit except if said unit is owned by a husband and wife. Such Certificates shall be valid until revoked, or until superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. If a Condominium unit is jointly owned by husband and wife, the following three provisions are applicable thereto;

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible).

(c) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

ARTICLE IIA. MEETINGS OF THE MEMBERSHIP

Section 1. Place.

All meetings of corporation membership shall be held at the condominium property, or at such other place and time as shall be designated by the Board of Directors of the Association and stated in the Notice of the Meeting.

Section 2. Notices.

It shall be the duty of the Secretary to mail a Notice of each annual or special meeting, stating the time and place thereof to each unit owner of record, at least fifteen (15) days, but not more than forty-five (45) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the unit owner as it appears on the books of the corporation.

Section 3. Order of Business.

The order of business at annual members' meetings, and, as far as practical to all other members' meetings shall be:

- Establishment of quorum
- Meeting called to order by President
- Proof of notice of meeting or waiver of notice
- Introduction of Election committee and chairman
- Reading and disposal of any unapproved minutes
- Last call for voting for directors and amendments presented
- President's report
- Old business
- New business
- Meeting suspended for Vote Counting
- Meeting recalled to order
- Report of Election Committee Chairman
- Adjournment

Recorded 2/21/74 OR Book 224, pg. 265

#434801 OR Book 303, pg. 2128, 2/79

#1031375 OR Book 681, pg. 1817- 3/90

Section 4. Annual Meeting.

The annual meeting shall be held at the Condominium property, on Valentine's Day, 1974, and thereafter on the **second Saturday of the month of March** of each year, for electing directors and transacting other business authorized to be transacted by the members provided, however, that if that day is a legal holiday the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members shall elect by a plurality vote (cumulative voting prohibited), a Board of Directors and transact such other business as may properly be brought before the meeting.

(Sect. 4 Amended eff. 2114174. Rec. 2/21/74 OR book 224, p 263.) #1167558 OR BK 0779 PAGE 1756 3/11/92

Section 5. Special Meeting of the Membership.

Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of Voting Members representing a majority of the unit owners' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to objects stated in the notice thereof.

Section 6. Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or of the Articles of Incorporation, or of these By-Laws, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 7. Adjourned meeting.

If any meeting of members cannot be organized because a quorum of Voting Members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

ARTICLE III. DIRECTORS.

Section 1.

The Board of Directors shall consist of seven (7) members, each of whom shall be either the owner of a condominium unit, the owners of an interest therein, or a spouse of an owner. Starting with the Annual Election held in March 2009, Directors shall be elected annually for staggered 2 (two) year terms.

#399155, OR Book 284, pg. 2123, 4/78 #1461843 OR Book 1006, pg. 0412, 0413, 3/27/96; #1623404, OR Book 1136, pg. 2159, 4/06/98; #3294229, OR Book 3046, pg. 1836, 12/29/08

Section 2. First Board of Directors

(a) The first Board of Directors, who shall serve until the first annual meeting of members and until their successors have been elected and qualified, shall consist of the following:

HAZEN KREIS
ROBERT A. EPPERSON
RANDALL HENDERSON

(b) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

Section 3. Removal of Directors.

At any time after the first annual meeting of the membership, at any duly convened regular or special meeting of the membership, any one or more of the directors may be removed with or without cause by the affirmative vote of the voting members present or by proxy, casting not less than two-thirds of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies on Board of Directors

Any vacancy occurring on the board before the expiration of a term may be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. In the alternative, a board may hold an election to fill the vacancy, in which case the election procedures must conform to the requirements of the Holiday Out By-Laws. A board member appointed or elected under this section shall fill the vacancy for the unexpired term of the seat being filled. #1798779 4/12/2000, OR BOOK 1291, Page 569 #2029283/12/2002 OR BOOK 1514, Page 975 #4169033 3/14/16 OR BOOK 3846 PAGE 331-331.

Section 5. Disqualification and Resignation of Directors.

Any Director may resign at any time by sending a written notice of such resignation to the office of the corporation delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. More than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. In the event a director ceases to be an owner of a condominium unit or having an interest therein, or in the event of corporate ownership ceases to be an officer of said corporation, then the directorship shall immediately and automatically terminate. No member shall continue to serve on the Board should he be more than 30 days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings of the Board of Directors.

The Board of Directors may establish a schedule of regular meetings to be had at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each Director personally or by mail, telephone, or telegraph, at least five (5) days prior to the day named for such meeting.

Section 7. Special Meetings of the Board of Directors.

Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the votes of the Board. Not less than five days notice of the meeting shall be given each Director personally or by mail, telephone or telegraph to, which notice shall state the time, place and purpose of the meeting.

Section 8. Directors' Waiver of Notice.

Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 9. Quorum.

At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 10. Compensation.

The Directors fees, if any, shall be determined by the "Voting Members".

Section 11. Powers and Duties.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the corporation and may do all such acts and things as are not by law or by the Declaration of Condominium or by these By-Laws directed to be exercised and done by the unit owners. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, the Articles of Incorporation of this Corporation, and in the Condominium Act, and all powers incidental thereto.

(b) To make assessment, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the corporation.

To employ, dismiss and control the personnel necessary for the maintenance and operation of the condominium and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises. The Board of Directors shall require that all Association property and equipment shall remain on Holiday Out property at the end of each work day. To take such actions as are prudent and necessary for the benefit of unit owners and to protect and promote their health, safety, and welfare.
#1099173 3/12/91 ORBK0729, Pg. 2454 #1167558 OR BK 0779, PAGE 1756
3/11/92

(d) To make and amend regulations respecting the operation and use of the common elements and condominium property and the use and maintenance of the condominium units therein. *(See By-Laws page 51 Section 1 As to Common Element and page 53 (C) Board adopted rules and Rules & Regulations page 1 Introduction)*

(e) To contract for the management of the condominium and to designate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association.

(f) Designate one or more committees, which to the extent provided in the resolution designating such committee shall make recommendations to the Board of Directors in the management of the business and affairs of the corporation. Such committee to consist of at least three (3) members of the corporation, one of whom shall be a director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and said committee shall keep regular minutes of their proceedings and report the same to the Board of Directors as required. OR Book 681, page 1817- 3/90#1031375

(g) To use and disburse the proceeds of assessments in the exercise of its powers and duties.

(h) The maintenance, repair, replacement and operation of the condominium property.

(i) The reconstruction of improvements after casualty and the further improvement of the property.

(j) To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the Association, and the regulations for the use of the property in the condominium.

(k) To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the units, subject to such liens.

#1099173 3/12/9 1 OR BK 0729, Pg. 2454

(l) To pay all the cost of all power, water, sewer, cable TV, trim all Sago and Cabbage palm trees along street lines of all units and all common element palms, and other utility services rendered to the condominium and not billed to owners of individual units.

#1031375-ORBook681, Page 1818-3/90

The foregoing powers shall be exercised by the Board of Directors or its contractor or employees subject only to approval by unit owners when such is specifically required.

ARTICLE IV. OFFICERS

Section 1. Elective Officers.

The principal officers of the corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One person may not hold more than one of the aforesaid offices, except one person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors.

Section 2. Election.

The officers of the corporation designated in Section 1 above shall be elected annually by the Board of Directors, at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointive Officers.

The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as the Board deems necessary.

Section 4. Term.

The officers of the corporation shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g. if the Board of Directors is composed of seven persons, then four of the said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President.

He shall be the chief executive officer of the corporation; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the corporation and other officers. He shall sign all written contracts to perform all-of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President.

He shall perform all-of the duties of the President in his absence or disability and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary.

He shall issue notices of all Board of Directors meetings and all meetings of the unit owners; he shall attend and keep the minutes of the same; he shall have charge of all-of the corporation's books, records and papers except those kept by the Treasurer. He shall have custody of the seal of the Association. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or incapacitated.

The Secretary shall furnish each Unit-Owner, by mail or hand delivery, a synopsis of all Board of Directors Meetings. A copy of the actual minutes will be available in the office for all Unit Owners requesting same, or a copy will be mailed to all Unit Owners not in residence, at their request. All unit-owner's "general park welfare" correspondence, addressed to the Board of Directors, not exceeding one page, shall be included in its entirety - exceeding one page, a synopsis limited to one page shall be provided by the originator.

#963280 OR Book 634, page 1477, 2/89 #1238386 OR Book 833, PG 500 3/24/93
#1623404, OR Book 1136, pg. 2159, 4/06/98

Section 8. The Treasurer.

(a) He shall have custody of the corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name of and to the credit of the corporation in such depositories as may be designated from time to time by the Board of Directors. The Books shall reflect an account for each unit in the manner required by Section 711.12 (B) of the Condominium Act.

(b) He shall disburse the funds of the corporation as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meeting of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the corporation.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees, on which reports the transferees may reply.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent or incapacitated.

ARTICLE V. FISCAL MANAGEMENT

Section 1. Depositories.

The funds of the corporation shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the corporation as may be designated by the Board of Directors. Obligations of the Corporation shall be signed by at least two officers of the corporation.

Section 2. Fidelity Bonds.

The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control via a signatory or a bank account or other depository account.

Section 3. Fiscal Year.

The fiscal year for the corporation shall begin on the first day of January of each year and end on the 31st. day of December, beginning with the year, 1973; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable. Amendment - Rec. 8/1/73. OR Book 217, p. 59

Section 4. Determination of Assessments.

(a) The Board of Directors of the Corporation shall fix and determine, from time to time, the sum or sums necessary and adequate for the common expenses of the condominium property.

Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and limited common elements, costs of carrying out the power and duties of the corporation, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time, by the Board of Directors of the Corporation. The Board of Directors is specifically empowered, on behalf of the corporation, to make and collect assessments, and to maintain, repair and replace the common elements and the limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions of percentages of sharing common expenses as provided in the Declaration. Said assessment shall be payable as ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Corporation shall mail or present to each unit owner, a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Corporation and, upon request, the Treasurer shall give a receipt for each payment made to him.

(c) The balance in this fund at the end of each year shall be applied to reduce the monthly assessment for current expenses for the succeeding year.

#757806, OR Book 498, pg. 819 4/86 #963280, OR Book 634, pg. 1477 4/89

UNIT OWNERS' ASSOCIATION OF HOLIDAY OUT AT ST LUCIE

Deleted, 3/18/09 BOD, #3322948 OR BK 3070 PAGE 1154 3/18/09

(d) Interest earned on Holiday Out reserve funds may, by a majority vote of the Board of Directors, be used for a specific unexpected repair or maintenance item. Otherwise the interest earned will remain in the reserve account as a contingency item. #1167558 OR BK 0779 PAGE 1756 3/11/92

Section 5. Application of Payments and Co-Mingling of Funds.

All sums collected by the Association from assessments may be co-mingled in a single fund, or divided into more than one fund, as determined by the Board of Directors. All assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses or advances, as provided herein and in the Declaration of Condominium, and general or special assessments in such manner as the Board of Directors determines in its sole discretion.

Section 6. Annual Audit.

An audit of accounts of the Association shall be made annually by a Certified Public Accountant, and a copy shall be mailed or delivered to unit owners within ninety days after the end of the fiscal year.

#103 1375 - OR Book 681 - pg. 1817- 3/90

Section 7. Acceleration of Assessment Installments upon Default.

If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner, and thereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but not less than fifteen (15) days after the delivery of or mailing of said notice to the unit owner.

ARTICLE VI. COMPLIANCE AND DEFAULT.

Section 1. Violations.

In the event of a violation (other than the nonpayment of an assessment) by the unit owner in any of the provisions of the Declaration, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws or of the pertinent provisions of the Condominium Act, and the Association may then at its option, have the following elections:

(1) An action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners; (2) an action in equity to enforce performance on the part of the unit owner; or (3) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon a finding by the court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such an action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner

provided for by the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owners as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expense.

Section 2. Negligence or Carelessness of Unit Owner

All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association, if any. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this section, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expense.

(See Rules & Regulations, page 7, General Rules #9 Responsibility)

Section 3. Costs and Attorneys Fees.

In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.

Section 4. No Waiver of Rights.

The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition of the future.

Section 5. No Election of Remedies.

All rights, remedies and privileges granted to the Association or unit owner pursuant to any terms, provisions, covenants or conditions of the condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted to such other party by condominium documents, or at law, or in equity.

ARTICLE VII. ACQUISITION OF UNITS.

Acquisition on Foreclosure.

At any foreclosure sale of a unit the Board of Directors may, acquire in the name of the corporation, a condominium parcel being foreclosed. The terms "foreclosure" as used in this section shall mean and include any foreclosure of any lien, including a lien for assessment. The power of the Board of Directors to acquire a condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors, or of the corporation, to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors.

#1099173 3/12/91 OR BK 0729, Pg. 2453

ARTICLE VIII AMENDMENTS TO THE BY-LAWS.

These By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided:

(1) Notice of the meeting shall contain a statement of the proposed amendment. Unit Owner's proposed amendments must be signed and reasons for submission stated. The reasons for the proposed amendment as well as unit owner's name shall appear on the ballot.

#1099173 3/12/91 OR BK 0729, Pg. 2453

(1)(a) The Board of Directors shall state their reasons on the ballot for disapproval of any proposed amendment.

#1321479 OR BOOK 0897 PAGE 1984 4/29/94

(2) The amendment shall be approved by the affirmative vote of the voting members casting not less than sixty percent (60%) of the total votes of the members of the Association present and voting, in person or by proxy.

Rec. 3/11/76 OR Book 249, pg. 2393

#87675 1, OR Book 577, pg. 280, 2/88

(3) These By-Laws may not be amended without a prior resolution requesting said amendment from the Board of Directors. Said amendment shall be certified and recorded as required by the Condominium Act.

2/21/74 OR Book 224, Page 263 #275119

3/88 OR Book 577, Page 280 #876751

3/11/92 OR Book 0779 Pages 1755 & 1756 #1167558

ARTICLE IX INDEMNIFICATION.

The Corporation shall indemnify every Director and every Officer, his heirs, executors, and administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party, by reason of his being or having been a Director or Officer of the Corporation, including reasonable counsel fees to be approved by the Corporation, except as in matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE X. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE XI. LIMITATION OF LIABILITY.

Notwithstanding the duty of the association to maintain and repair parts of the condominium property, the association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements, or by other owners or persons.

ARTICLE XII. PARLIAMENTARY RULES.

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, Declaration of Condominium or these By-Laws.

ARTICLE XIII. RULES AND REGULATIONS

SECTION 1 AS TO COMMON ELEMENTS

The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium and any facilities or services made available to the unit owners. The Board of Directors shall from time to time, post in a conspicuous place on Condominium property, a copy of the rules and regulations adopted by the Board of Directors.

(See By-Laws page 53 (c) Board Adopted Rules, page 41 section 11 Powers and Duties (d) and Rules & Regulations page 1 Introduction)

SECTION 2 AS TO CONDOMINIUM UNITS

The following restrictions on use of the Condominium units, being adopted and approved by the members, will be in full force until such time they are changed by the members as an amendment to these By-Laws.

All parcels or units in Holiday Out are hereby designated as recreational vehicle sites or single-family home sites, in compliance with all the restrictions and ordinances adopted by St. Lucie County. *(See Declaration page 11 Use & Occupancy XIII #1)*

(a) EXCLUDED AND NOT PERMITTED WITHIN THE CONDOMINIUM:

- (1) Tents, Tent trailers, Pop Up campers and any other unit or dwelling without County approved sewage connections. #3197302 ORB00K2964, PAGE 1554 4/22/2008
- (2) Free standing structures other than approved storage boxes. *(See Rules & Regulations page 10 #6 Storage Boxes)*
- (3) Perimeter fences. One decorative section no larger than 4 ft high and 6 ft long is permitted. *(See Rules & Regulations page 6 General Rules #5 Barriers/Fences) #3935174 OR BOOK 3613, PAGE 574 3/18/2014*
- (4) Permanent Pull Outs, tip outs and push outs.
- (5) Satellite dishes, not in accordance with FCC regulations. *See Rules & Regulations page 8 General Rules #13 Antennas)*
- (6) Smoking in the upper or lower recreation hall, office, bathhouses, maintenance building, pool, pool deck and within ten (10) feet outside of the upper pool gates. *(See Rules and Regulations Page 14, Section D.) #3570536 OR B00K 3275, PAGE 2995 4/24/2011*
- (7) Multifamily dwellings.
- (8) Mailboxes and newspaper boxes in the setbacks.

- (9) Clotheslines, except one removable drying rack, attached to the rear of the dwelling or one small fold up drying rack.
- (10) More than one dwelling per unit. #1798779 ORB00K1292, PAGE 5694/12/2000
- (11) There shall be NO storage of transport trailers and boats on the Unit for a period to exceed two (2) days (48 hours). #2029283 OR Book 1514, Page 975 4/12/02 (See Rules & Regulations page 12 SECTION C - VEHICLE AND BOAT RULES)
- (12) Exterior hot tubs (tubs not located within the unit structure) 4418811, OR Book 4115, Page 84, 4/03/18

(b) CONSTRUCTION OF DWELLINGS

The following restrictions apply to all permanent construction in Holiday Out, including on-site built homes, RV's, manufactured homes and all other designations which apply to an owner's residence, hereafter referred to as DWELLING. All construction will be according to St. Lucie County Building codes and the By-Laws of the Condominium. All construction and paving require permits from St. Lucie County and the Condominium. The unit owner is responsible for having knowledge of the restrictions noted below and for providing "to scale" drawings to the Condominium Office.

Holiday Out building rules may be more restrictive than County rules, but not more lenient. It is the owner's responsibility to have knowledge of both.

- (1) SURVEY requirements are governed by St. Lucie County.
- (2) SETBACK minimum requirements for the dwelling are ten (10) feet from the front, eight (8) feet from left side, five (5) feet from the rear property line and zero (0) feet from the right-side line. Placement on corner units is determined by St. Lucie County.
- (3) BAY WINDOWS may not encroach into the setbacks, may be twenty-four (24) inches beyond the dwelling and if the window extends to the floor level it will be included in the exterior measurement of square footage.
- (4) The maximum height of any unit installation or construction shall not exceed twenty-two (22) feet above finish grade or minimum flood elevation, whichever is higher. The maximum height of any structure shall be determined at the highest point of the roof. #3030684 OR Book 2785, page 19, 3/24/07
- (5) PAVING on any lot will be allowed to cover 70% of lot regardless of size.
See Rules & Regs pg. 9, fy Sect. b Construction/Contractors #2 Concrete Pavement)

(6) EXTERIOR WALLS AND FOUNDATIONS may be covered only with horizontal or vertical lapped vinyl siding, concrete board siding or stucco. Foundation covering must be completed at the time of construction and no later than sixty (60 days) after the Certificate of Occupancy is issued. #3030684 OR Book 2785, page 19, 3/24/07

(7) EXTERIOR DWELLING COLORS are restricted to white or pastel colors of pink, beige, blue, gray, green, almond, peach or yellow. *(See Rules & Regs pg.11, Sect. b Construction/Contractors, 10 Exterior Dwelling Colors)*

(8) SKYLIGHTS AND SOLAR PANELS must meet all St. Lucie County building code requirements. # 3935175 OR BOOK 3613, PAGE 575, 3/18/2014

(9) ROOF LINES must meet all St. Lucie County building code requirements.
3935173 OR BOOK 3613, PAGE 573, 3/18/2014

(10) AIR CONDITIONING (AC) equipment must be installed in front of the unit, facing the street. Units with the rear of the building abutting common element may have AC equipment installed at the rear. For both front or rear installations the AC equipment must not encroach into the setback (5' rear, 10' front) unless the AC equipment is installed on a rack attached to the building and cantilevered over the setback. The A/C equipment must be cantilevered and high enough to not interfere with grass cutting or underground utility access and meet the St. Lucie County code requirements. In any case AC placement must be approved by the General Manager prior to installation. #3451893, OR Book 3179, page 1143, 3/17/2010

(11) ALL UTILITIES (sewer, water, electric, cable, and telephone) must be installed underground. Sewer and water lines must be a minimum of schedule 40 PVC. A sewer "Y" cleanout and a master water shut off valve are required. Electric lines must meet the National Electric Codes.

(12) ROOFING MATERIALS must meet all St. Lucie County building codes.
#3030684 OR Book 2785, page 19, 3/24/07

These restrictions on use of Condominium units are in addition to use and occupancy restrictions found in the Declaration of Condominium, Article XIII.
#1798779 OR BOOK 1292, PAGE 570 4/12/2000

(c) BOARD ADOPTED RULES

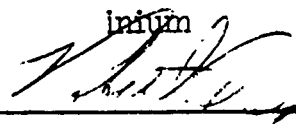
The Board of Directors may, from time to time, adopt rules and regulations further specifying and restricting the use, maintenance, construction and/or location of structures on the Condominium units, provided that all such rules and regulations shall not conflict with the provisions of this paragraph or Article XIII of the Declaration.


All owners shall receive notice at least (14) days in advance of any meeting at which the Board will consider changes to the rules pertaining to use of unit, including building and construction rules. (See By-Laws page 41 section 11 Powers and Duties (d), page 51 SECTION 1 AS TO COMMON ELEMENTS and Rules & Regulations page 1 Introduction)

SECTION 3 CONFLICT

In the event of any conflict between the rules and regulations contained herein, or from time to time amended or adopted, and the Condominium documents or the Condominium Act, the latter shall prevail. When required by the Condominium Act, any amendment to the rules and regulations herein shall be recorded in the Official Records of St. Lucie County in which this Condominium is located, in the manner required by the Condominium Act.

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-Laws and the Declaration, the provisions of the Declaration shall prevail.

By  (SEAL)
President

LAWS
LUCIE, a  (Seal)
profit Secretary

**APPROVED AND
DECLARED AS THE BY-
OF HOLIDAY OUT AT ST.
Condominium, a Florida Non-
Corporation.**

HOLIDAY OUT AT ST, LUCIE, a Condominium

Attest:

Revised by Legal/Rules/Safety Committee 11/10/05

HOLIDAY OUT AT ST. LUCIE, A CONDOMINIUM

ARTICLES OF INCORPORATION

INDEX

Article	Page #
<u>I</u>	55
<u>II</u>	55
<u>III</u>	56
<u>IV</u>	56
<u>V</u>	56
<u>VI</u>	56
<u>VII</u>	57
<u>VIII</u>	57
<u>IX</u>	57
<u>X</u>	58
<u>XI</u>	58
<u>XII</u>	58

EXHIBIT "D"

**ARTICLES OF INCORPORATION
OF
HOLIDAY OUT AT ST. LUCIE,
a Condominium**

We, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit corporation under the Laws of the State of Florida, pursuant to Florida Statutes 617, Et. Seq., and certify as follows:

ARTICLE I.

The name of this Corporation shall be:

HOLIDAY OUT AT ST. LUCIE, a condominium

ARTICLE II.

The general purpose of this non-profit corporation shall be as follows: To be the Association (as defined in the Condominium Act of the State of Florida as in Chapter 711, Florida Statutes, 1965 Et. Seq.) for condominium properties totaling not more than 600 in all that will be erected on the following described real property (See Exhibit "A" attached hereto and made a part hereof) and as Association, to operate and administer said Condominium, as set forth in the Declaration of Condominium established for each of said Condominiums. The By-Laws of this Association shall be attached to and made a part of the Declaration of Condominium of those condominiums which this Association are to operate and administer.

ARTICLE III.

Owners of condominium parcels are defined as ownership in fee title, however, should a person acquire the unexpired term of a 99 year leasehold interest in and to a unit, said lessee shall be a member of this Corporation.

ARTICLE IV.

This Corporation shall have perpetual existence.

ARTICLE V.

The names and residences of the subscribers to these Articles of Incorporation are as follows:

Hazen Kreis	107 Main Street, Knoxville, Tennessee
Robert A. Epperson	109 N. Bertrand, Knoxville, Tennessee
W.R. Scott	216 Martin Avenue, Stuart, Florida

ARTICLE VI.

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified by the By-Laws, and in the exact number of persons as specified in said By-Laws. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of three years, or until their successors shall be elected and shall qualify. Provisions for such election, and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies on the Directorate, shall be established by the By-Laws.

Section 2. The principal officers of the Corporation shall be:

President:	Robert A. Epperson
Vice-President:	W.R. Scott
Secretary:	Hazen Kreis
Treasurer:	Hazen Kreis

(the last two offices may be combined,) who shall be elected from time to time, in the manner set forth in the By-Laws adopted by the Corporation.

Section 3. Any discussion entered into by the Interim Board during the summer months would be temporary and would be subject to review and ratification by the majority of the Full Board. Interim Board's duty would be to conduct the routine business of the park and temporarily take care of emergencies.

(Sec. 3. added eff. 2/21/76. Rec. 3/11/76 OR Book 249, pg. 2392.) Sect. 3. amended eff. 4/10/76. Rec. 4/12/76 OR Book 251, pg. 239.)

ARTICLE VII.

The names of the Officers who are to serve until the first election of Officers, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:

Hazen Kreis
Robert A. Epperson
W. R. Scott

ARTICLE VIII.

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership.

<u>Name</u>	<u>Address</u>
Hazen Kreis	107 Main Street, Knoxville, Tennessee
Robert A. Epperson	109 N. Bertrand, Knoxville, Tennessee
W. R. Scott	216 Martin Avenue, Stuart, Florida

ARTICLE IX

The By-Laws of the Corporation shall initially be made and adopted by its first Board of Directors.

Prior to the time the property described in Article II above has been submitted to condominium ownership by the filing of the Declaration of Condominium, said first Board of Directors shall have full power to amend, alter or rescind said By-Laws by a majority vote.

After the property described in the Article II has been submitted to condominium ownership by the filing of Declaration of Condominium, the By-Laws may be amended, altered, supplemented or modified by the membership at the annual meeting, or at a duly convened special meeting of the membership,

attended by a majority of the membership, by vote, provided, however, that the By-Laws may not be amended without the approval of the Board of Directors, unless the proposed amendment shall be filed in writing with the Secretary or President, on or before December 10th. preceding the annual meeting.

#876749 -O.R.BookS77page27S -3/88 #1031373 - O.R. Book 681 page 1812 - 3/90

ARTICLE X.

Amendments to these Articles of Incorporation may be proposed by any member or director, and shall be adopted in the same manner as is provided for the amendment of the By-Laws, as set forth in Article VIII above. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the member sealed with the Corporate Seal, signed by the Secretary or an assistant secretary, and executed and acknowledged by the President or Vice President, has been filed with the Secretary of State, and all filing fees paid.

ARTICLE XI.

This Corporation shall have all of the powers set forth in Chapter 617.021, Florida Statutes, 1965, and all of the powers set forth in the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and Exhibits annexed thereto, to which the By-Laws of this Association are attached and made a part thereof.

ARTICLE XII.

There shall be no dividends paid to any members, nor shall any part of the income of the corporation be distributed to its Board of Directors or Officers. In the event there are any excess of surplus funds over disbursements, at the end of a fiscal year, such excess of surplus funds shall be applied to reduce the monthly assessment for the succeeding year. The Corporation may pay compensation in a reasonable amount to its members, directors and officers, for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income. #963279 .OR Book 634, pg. 1475, 5/89

This Corporation shall issue no shares of stock of any kind of nature whatsoever. Membership in this corporation and the transfer thereof, as well as the number of members shall be upon such terms and conditions as provided for in the Declaration of Condominium and By-Laws. The voting rights of the owners of parcels in said condominium property shall be as set forth in the Declaration of Condominium and/or By-Laws.

IN WITNESS WHEREOF, the Subscribers hereto have hereunto affixed their signatures, this 14th day of September, 1967.

_____(Seal)
Hazen Kreis

_____(Seal)
Robert A. Epperson

_____(Seal)
W. R. Scott

STATE OF FLORIDA)
 : as
COUNTY OF MARTIN)

Before me, the undersigned authority, personally appeared Hazen Kreis, Robert A. Epperson and W. R. Scott, who after being by me sworn, acknowledged that they executed the foregoing Articles of Incorporation of HOLIDAY OUT AT ST. LUCIE, a Condominium, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Stuart, Martin County, Florida, this 14th day of September, 1967.

Notary Public

Notary Public, State of Florida at Large
My Commission Expires Nov. 6, 1967

RECORDED

Declaration of Condominium	- OR BOOK 168 PAGES 1348-1363
EXHIBIT "A"	- OR BOOK 168 PAGE 1364
EXHIBIT "B"	-OR BOOK 168 PAGES 1365-1367
Certificate of Amendment	- OR BOOK 175 PAGE 1682
EXHIBIT "A-1"	- OR BOOK 175 PAGE 1683
EXHIBIT "B-1"	- OR BOOK 175 PAGES 1684-1686
EXHIBIT "C" (By-Laws)	- OR BOOK 168 PAGES 1368-1384
EXHIBIT "D" (Articles of Incorporation	- OR BOOK 168 PAGES 1385-1391

OR BOOK 168, Page 1391

State of Florida

Secretary of State



I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

160459

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
RECORD VERIFIED

Certificate of Incorporation

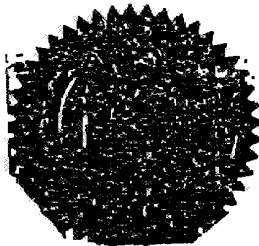
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HOLIDAY OUT AT ST. LUCIE, A CONDOMINIUM
CLERK CIRCUIT COURT

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 25th day of September,
A.D., 1967 as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 25th day of September,
A.D. 19 67.



Secretary of State