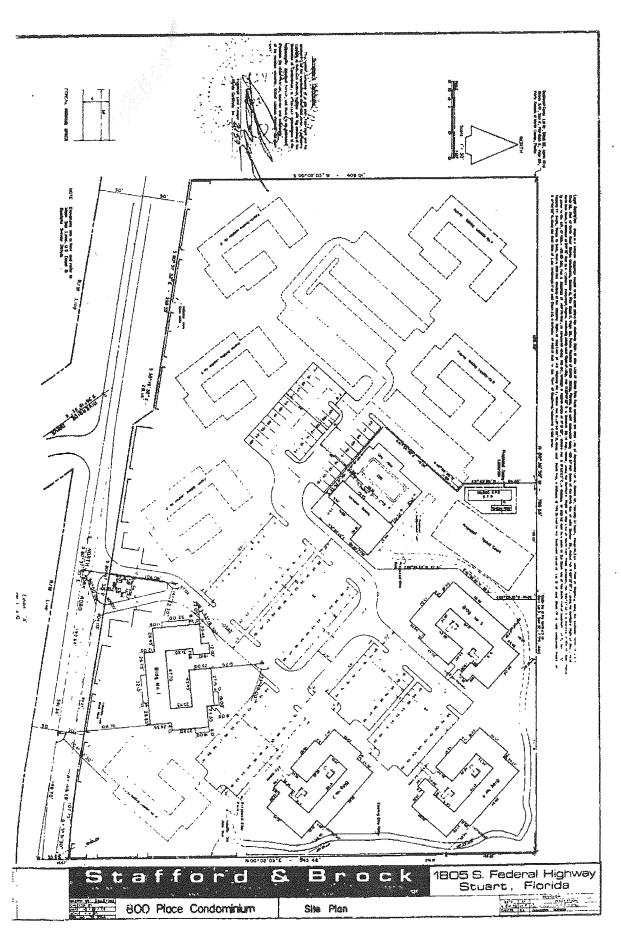
EXHIBIT "A"

Surveys and Graphic Descriptions of the Condominium



800K 414 PAGE 1486

Start at the Southwest corner of Lot 10, Blk. 28, North River Shores Subdivision, Sec. 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said starting point lying on the South line of the North One Half of Government Lot 3, Sec. 32, Twp. 37 South, Rge. 41 East; thence run S 89°36'30" E along said South line of Government Lot 3 a distance of 786.55 feet; thence run S 00°02'03" W a distance of 436.70 feet; thence run S 85°20'00" W a distance of 142.47 feet for the Point of Beginning; thence continue to run S 85°20'00" W a distance of 130.52 feet; thence run N 04°40'00" W a distance of 85.60 feet; thence run N 85°20'00" E a distance of 130.52 feet; thence run S 04°40'00" E a distance of 85.60 feet to the Point of Beginning. Containing 0.256 acres.

SURVEYOR'S CERTIFICATE

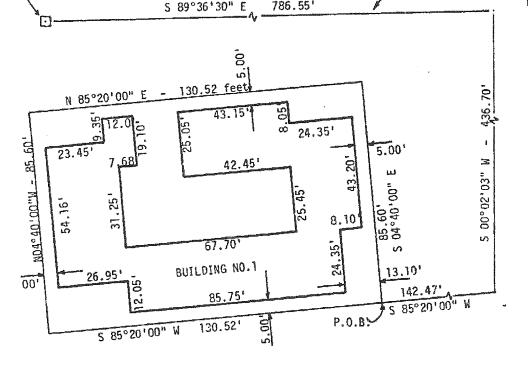
This exhibit composed of a site plat, floor plans and the construction of the improvements described herein, is sufficiently complete so that such material, together with the wording of the Declaration of Condominium, is a correct representation of the improvements described herein, and there can be determined there from the identification, location and dimensions of the common elements, limited common elements and each unit.

Lee Brock, P.E. Registered Land Surveyor Florida Certificate-No. 2157

Southwest corner of Lot 10, Blk. 28, North River Shores S/D, Sec. 6, Plat Book 3, Page 86, Public

Records of Martin County, Florida.

South line of the North One Half of the Gov't Lot 3, Sec. 32, Twp. 37 South, Rge.41 East.



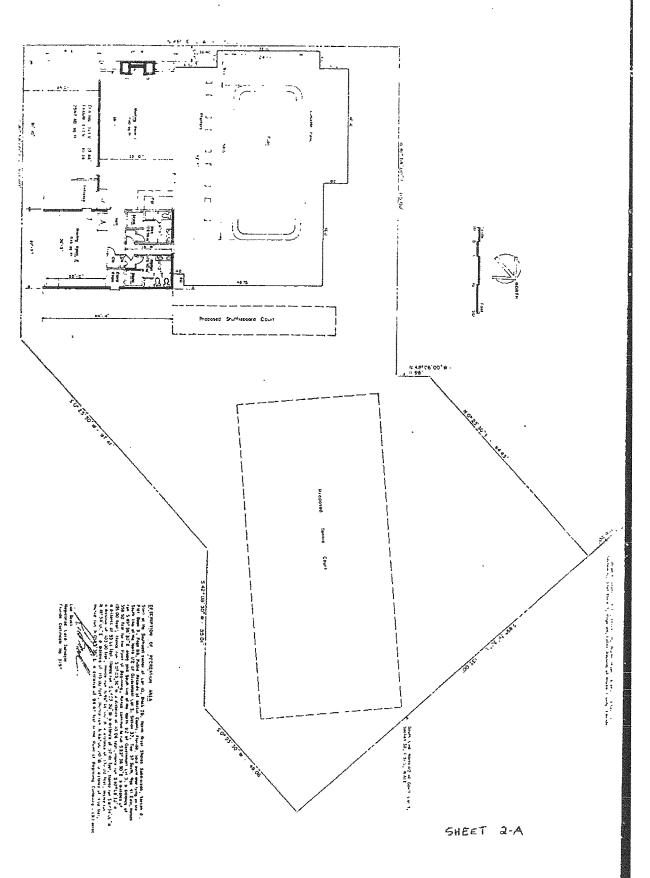
NORTH

EXHIBIT "A" Sheet 1-A of 6

rown by : M.H Prepared on the Order of : necked by: E.B.H. Condominium ote: 1-10-77 ace cole: |" = 30 Building No. I ob No. : 73-53A

> ENGINEERING STUART

SURVEYING FLORIDA

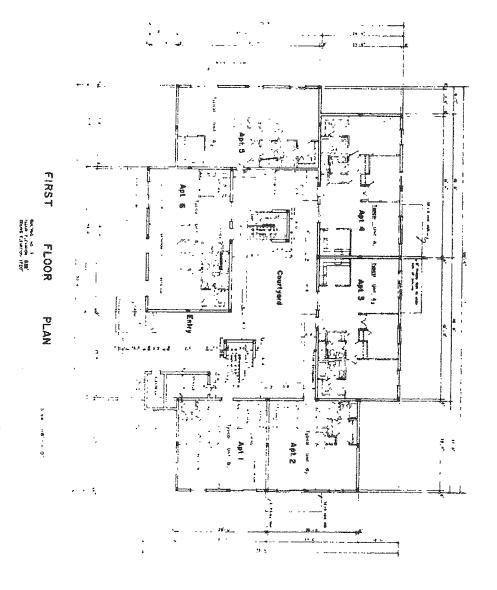


Stafford & Brock

1805 S. Federal Highw Stuart, Florida

800 Place Condominium - Recrea

Recreation Area



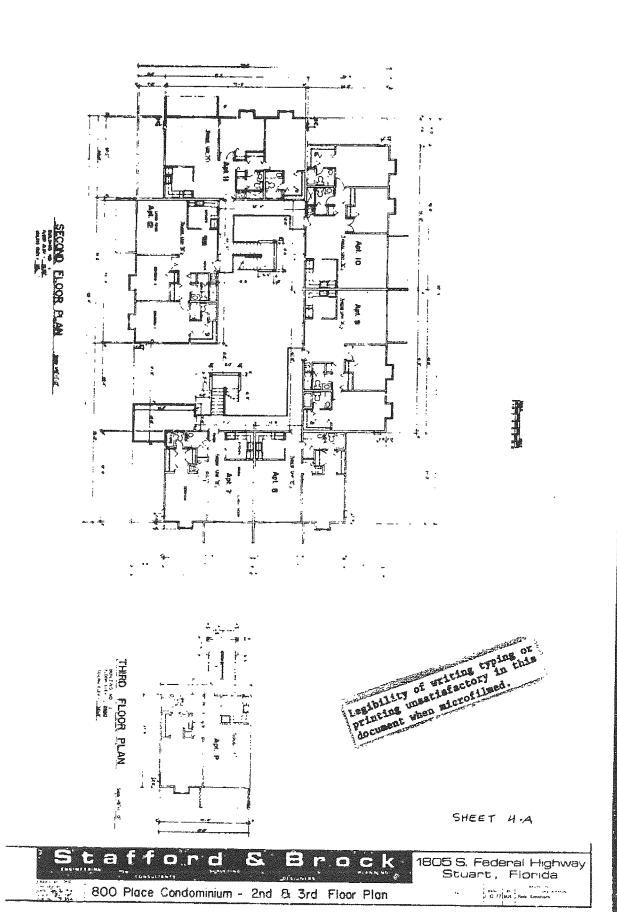
SHEET 3-A

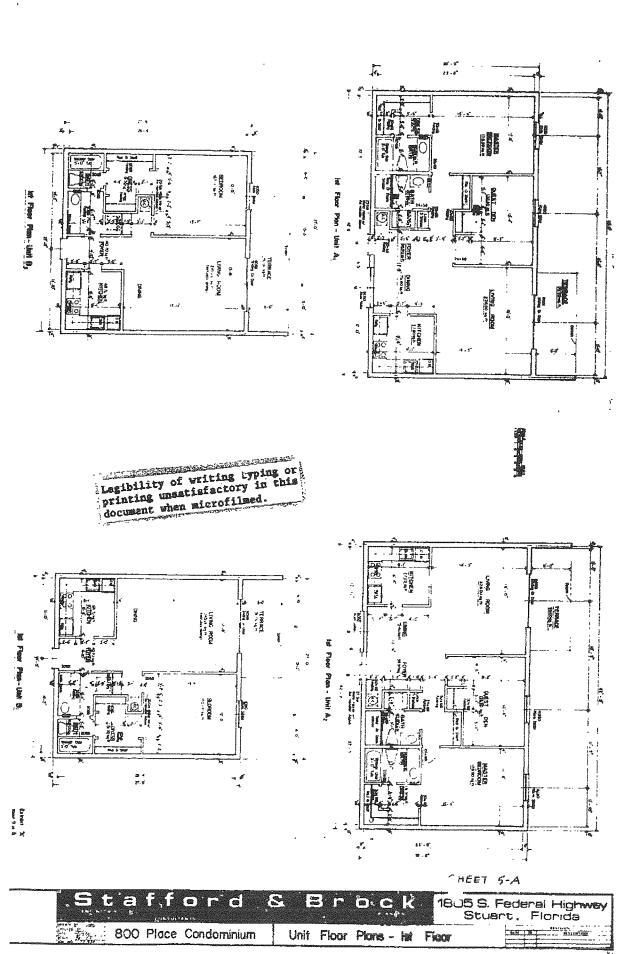
Stafford & Brock

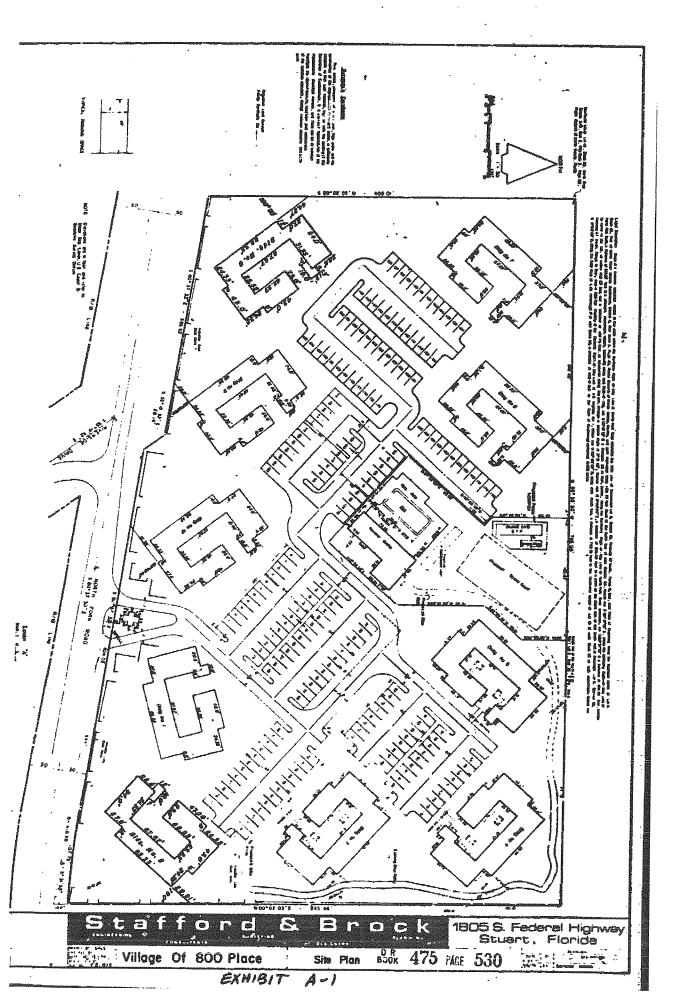
1873 S. Federal Highway Stuant . Florida

800 Place Condominium - First Floor Plan

1-E-FF Design



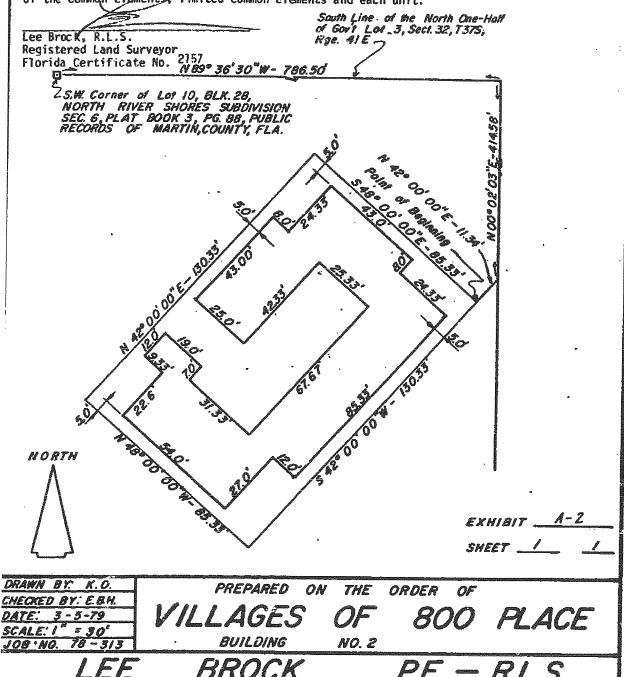




Start at the Southwest corner of Lot 10, B1k. 28, NORTH RIVER SHORES Subdivision, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said corner lying on the South line of the North One Half of Government Lot 3, Sec. 32, Township 37 South, Range 41 East; thence run S 89°36'30" E along said South line a distance of 786.50 feet; thence run S 00°02'03" W a distance of 414.58 feet; thence run S 42°00'00" W a distance of 11.34 feet to the POINT OF BEGINNING; thence continue to run S 42°00'00" W a distance of 130.33 feet; thence run N 48°00'00" W a distance of 85.33 feet; thence run N 42°00'00" E a distance of 130.33 feet; thence run S 48°00'00" E a distance of 85.33 feet to the POINT OF BEGINNING; Containing 0.255 acres.

SURVEYOR'S CERTIFICATE

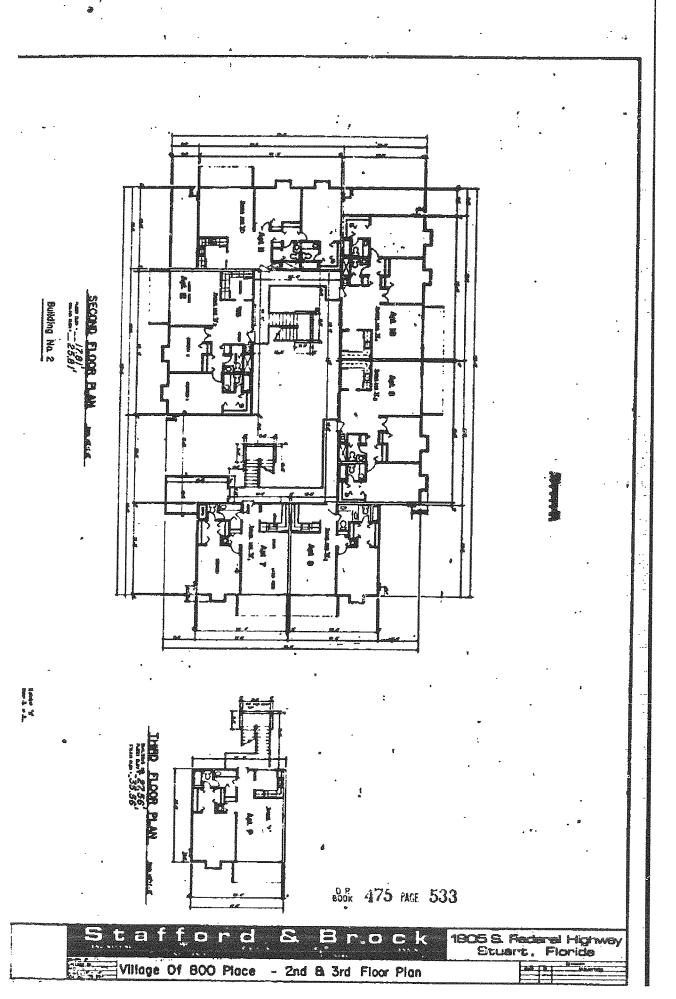
This exhibit composed of a site plan, floor plans and the construction of the improvements described herein, is sufficiently complete so that such material, together with the wording of the Declaration of Condominium, is a correct representation of the improvements described herein, and there can be determined there from the identification, location and dimensions of the common elements. Timited common elements and each unit.

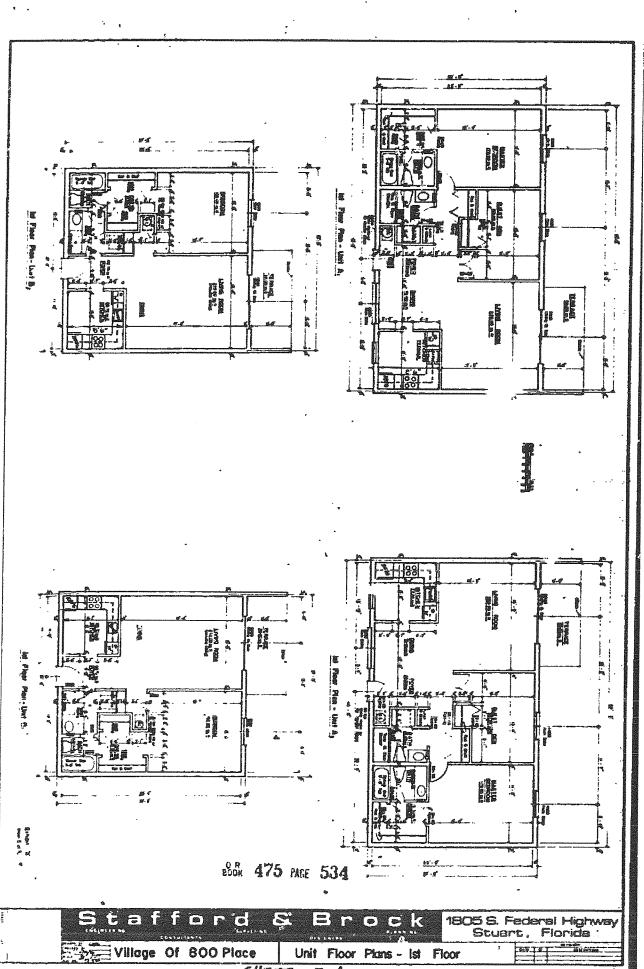


ENGINEERING — 'SURVEYING STUART. FLORIDA

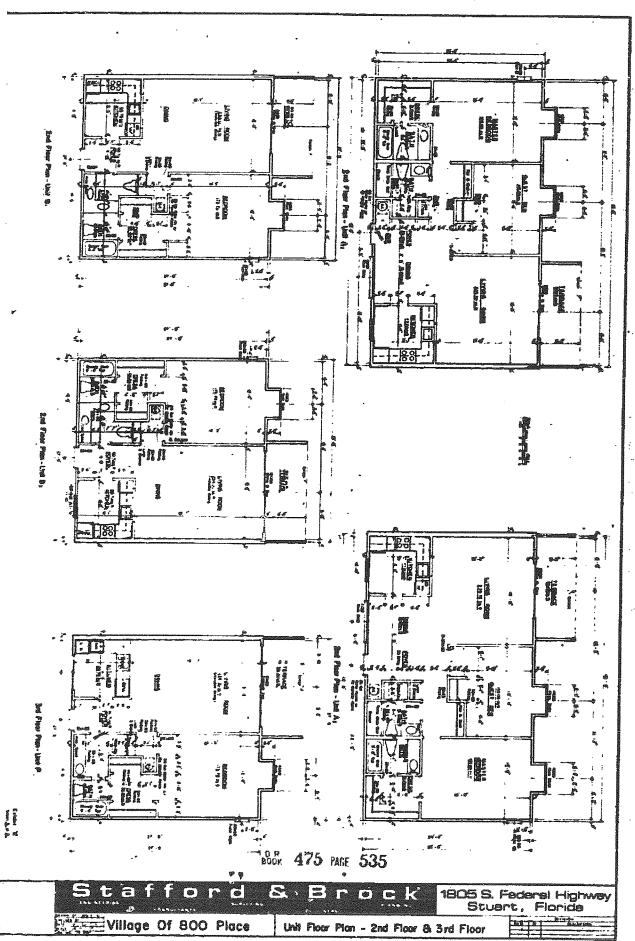
800k 475 PAGE 532

Staffgrd & Erock 1805 & Federal Highway Stuert, Florida





SHEET 5-A

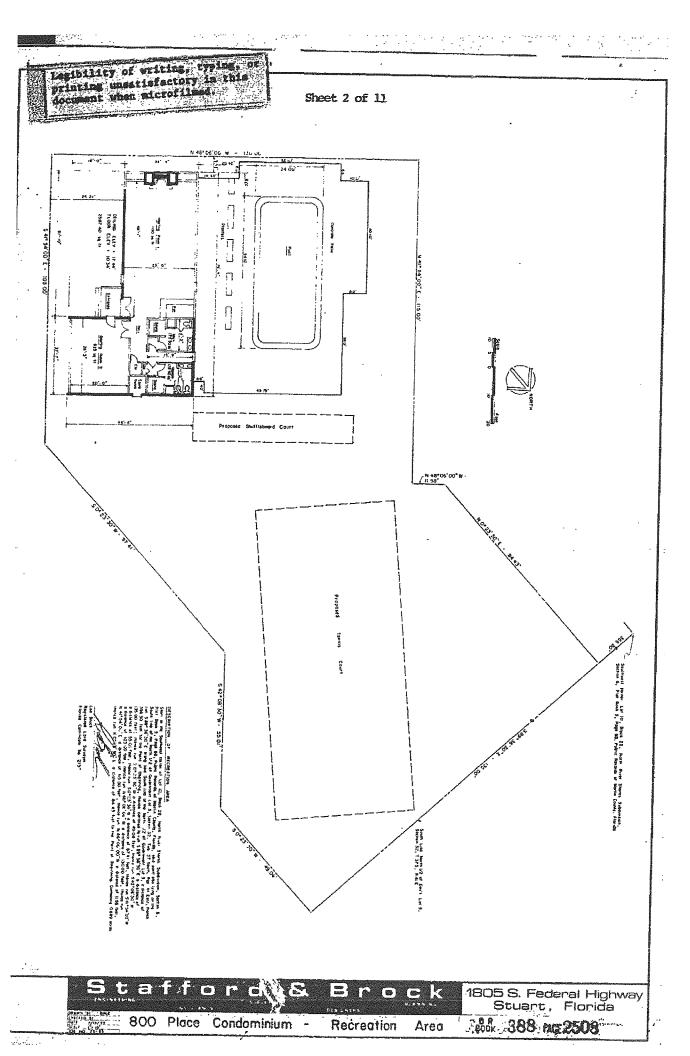


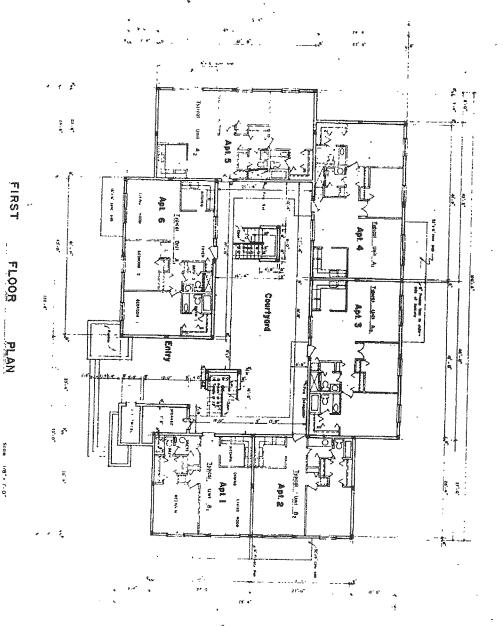
Site Plan

60% 388 AM2507

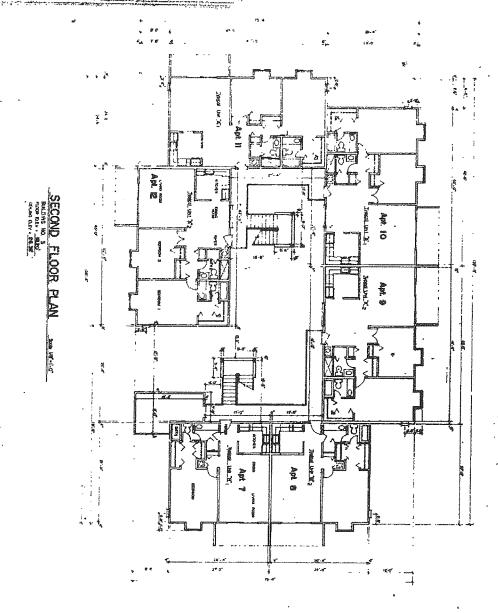
800 Place Condominium

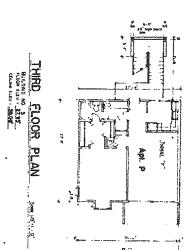
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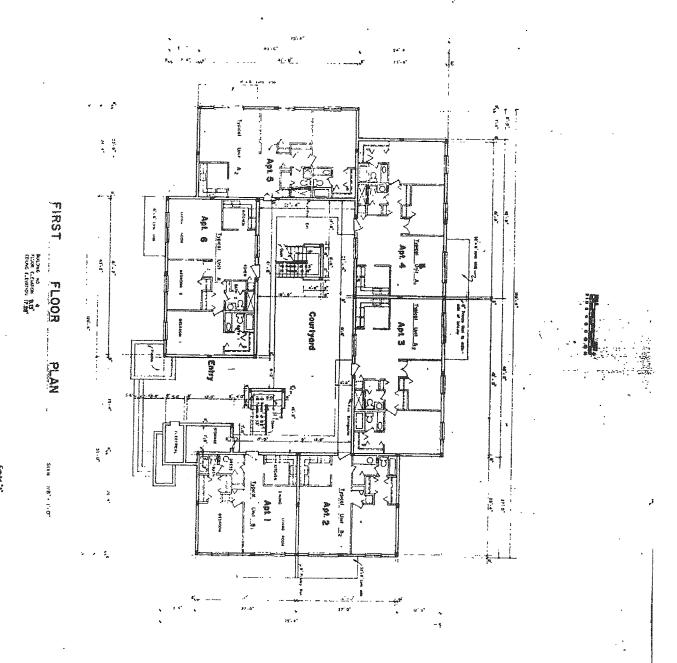




Sheet 4 of 11







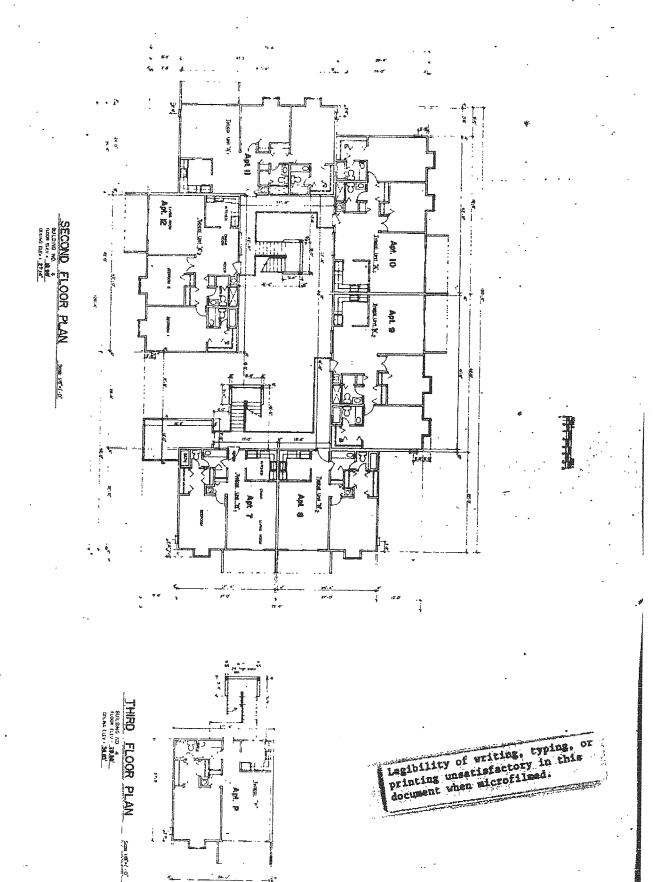


Stafford & Brock

1805 S. Federal Highway Stuart, Florida

800 Place Condominium - First Floor Plan

388 MIL 251

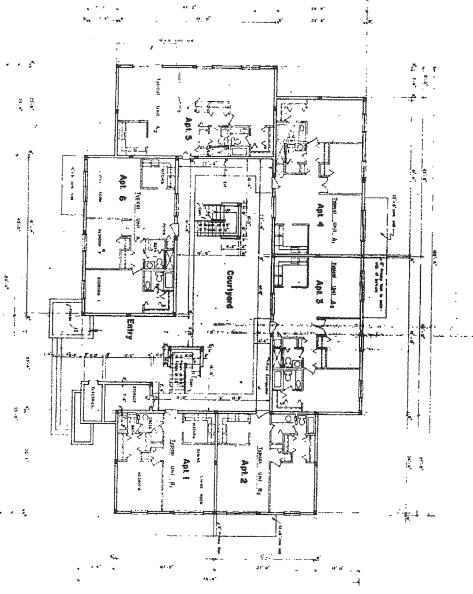




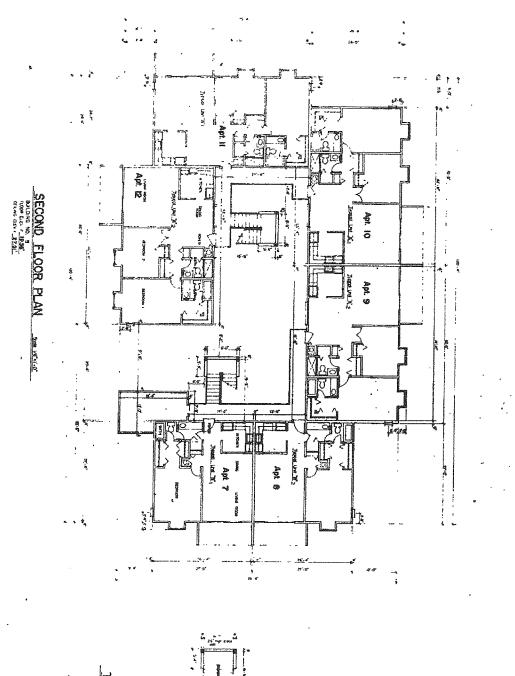
Stafford & Brock

1805 S. Federal Highwa Stuart , Florida

800 Place Condominium - 2nd & 3rd Floor Plant 888







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Stafford & Brock

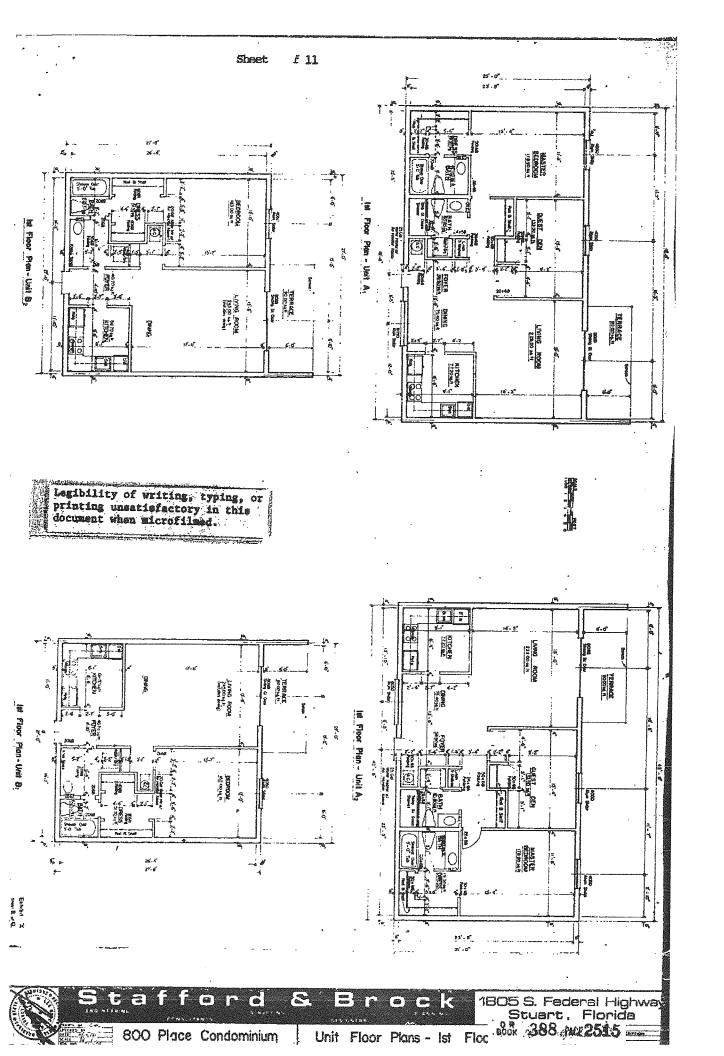
FLOOR PLAN

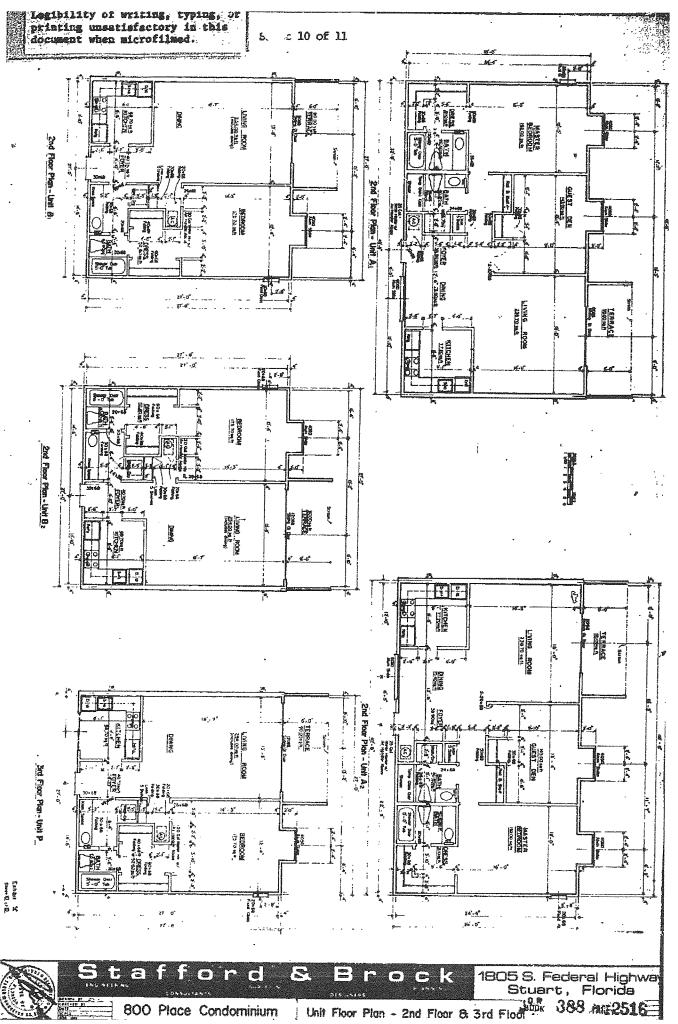
Some 1/8" - 17"

1805 S. Federal Highwa Stuart , Florida

800 Place Condominium - 2nd 8 3rd Floor

#388 mi2514





800 Place Condominium

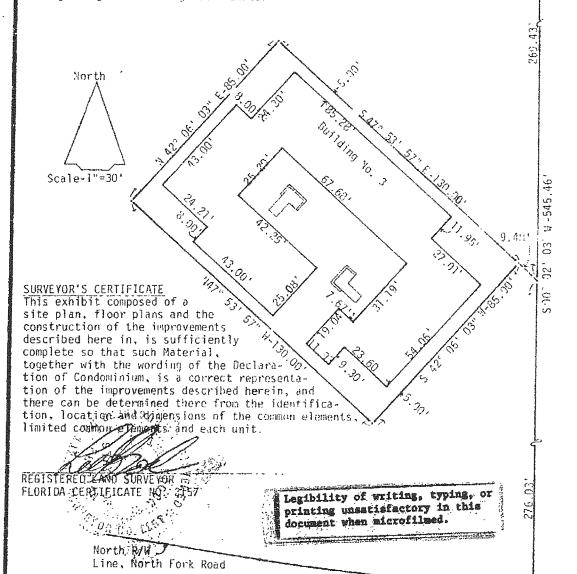
Southwest corner Lot 10, Block 28, 1 in River Shores S/D. Section 6. Plat book 3. rage 88. Public Records of Martin County. Florida.

South Line of the North 1/2 of the Gov't Lot 3. Sect. 32. T 375. R41 E.

800 PLACE CONDOMINIUM BUILDING NO. 3

5,89° 36' 36" E-786.55'

Start at the Southwest corner of Lot 10, Block 28, Morth River Shores S/D, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said starting point lying on the South line of the North 1/2 of Cov't lot 1, Section 32, Township 375, Range 415, thence run S89° 36′ 30°E along said South line of Cov't Lot 3 a distance of 786.55 feet, thence run S00° 02′ 03°W a distance of 269.43 feet, thence run 847° 53′ 57°W a distance of 9.48 feet for the Point-of-Beginning: thence run 842° 06′ 03°W a distance of 85.00 feet, thence run 847° 53′ 57°E a distance of 131.00 feet, to the Point-of-Beginning. Containing 0,254 acres.



DRAWN BY SE CHECKED BY: DATE: June 14,1975 SCALE: 1"-30" JOB NO: 7555A

FIELD BK NO

800 Place Condominium

Building No. 3

STAFFORD & BROCK

ENGINEERING & SURVEYING

1805 S.FEDERAL HIGHWAY, STUART, FLORIDA

BW

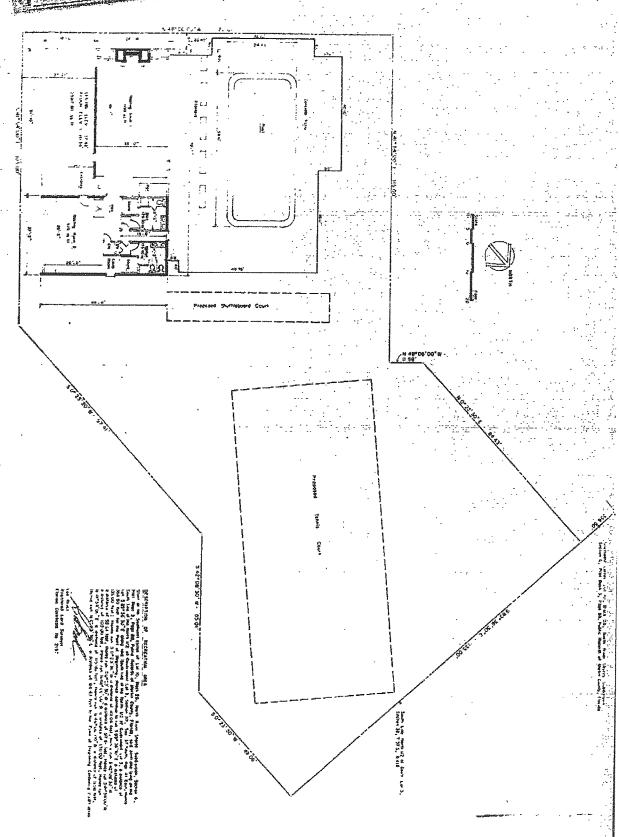
Staffurd & Brock

1805 S. Federal High Stuart , Florida

800 Place Condominium

Site Plan

200 PAGE 2594

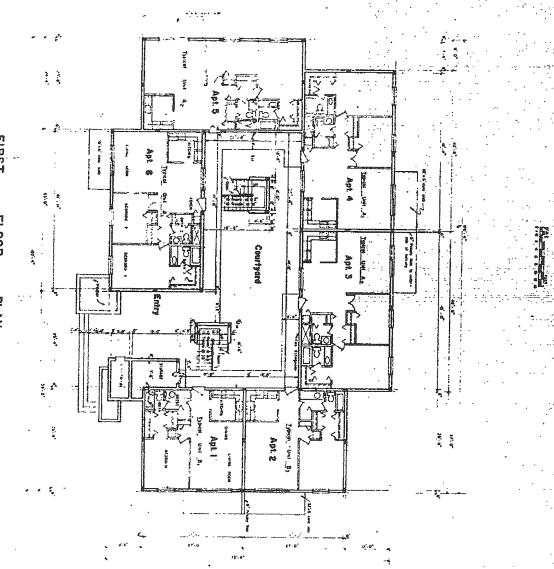


1805 S. Federal Highw Stuart, Florida

800 Place Condominium - Recreation Area

800K 388 PMF 2595

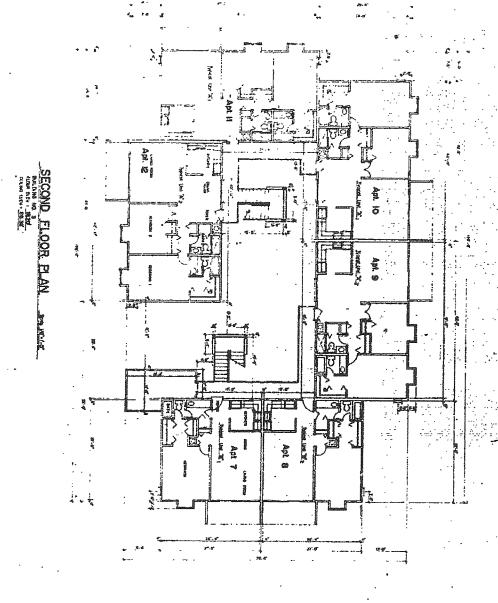
Sheet 3 of 11

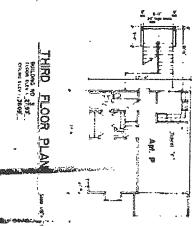




Stafford & Brock

1805 S. Federal High Stuart , Florida

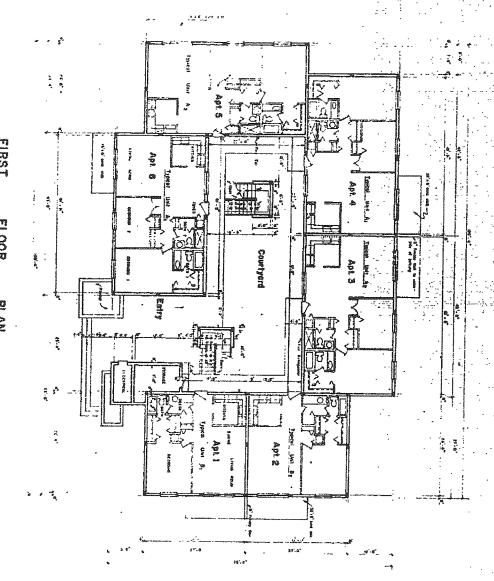


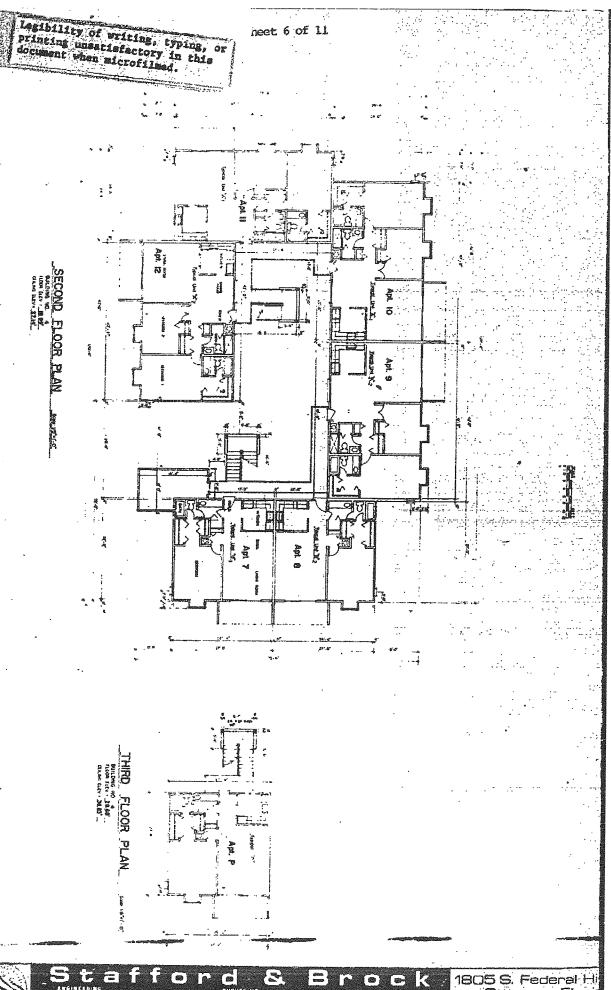


Service of 100

1805 S. Federal High Stuart, Florida Rok 388 Har 2597

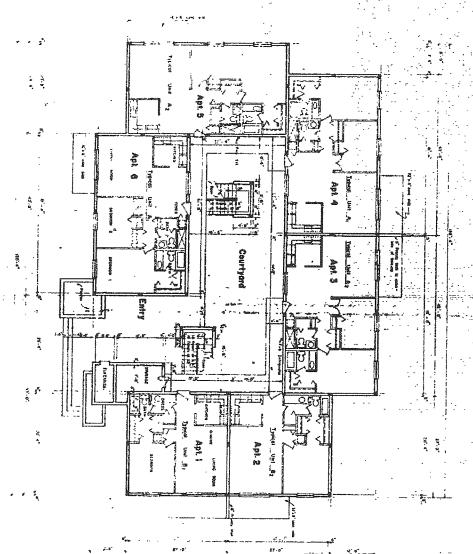
800 Place Condominium - 2nd & 3rd Floor Plan





800 Place Condominism - 2nd & 3rd Floor Place

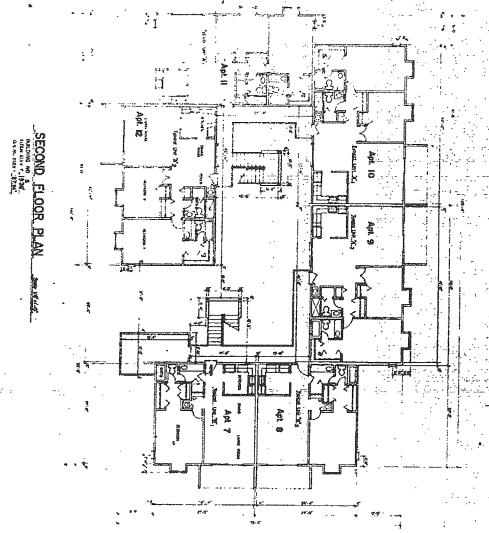
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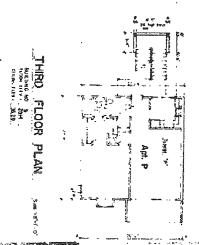


Stafford & Brock

1805 S. Federal Hig Stuart, Florid 80k 388 ME**2600** Legibility of writing, typing, or legibility of writing, typing, or printing unsatisfactory in this printing unsatisfactory in this document when sicrofiles.

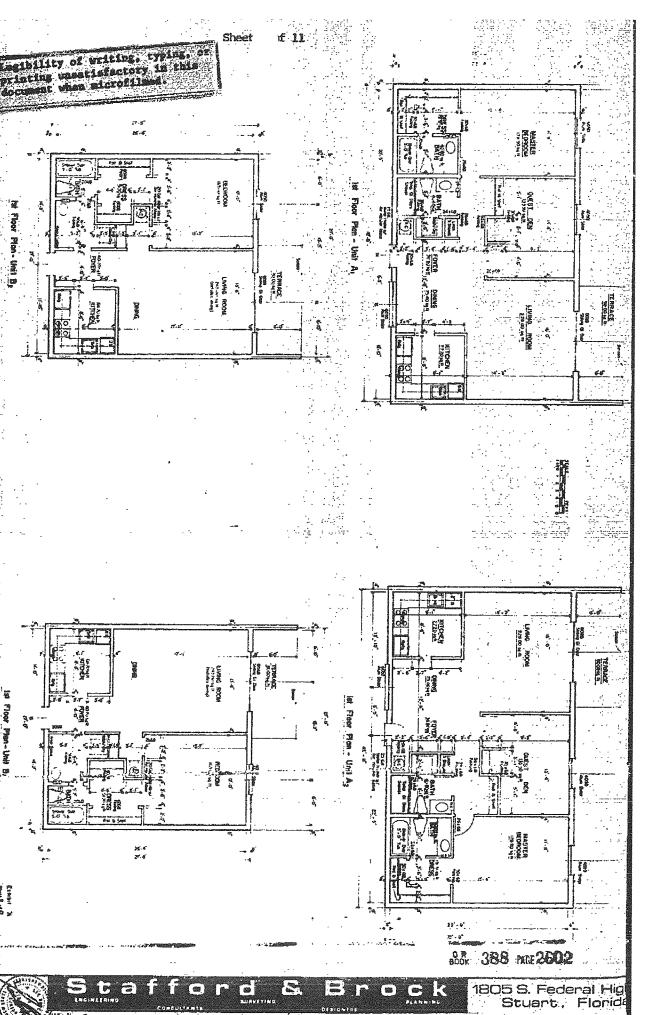
Sheet 8 of 11



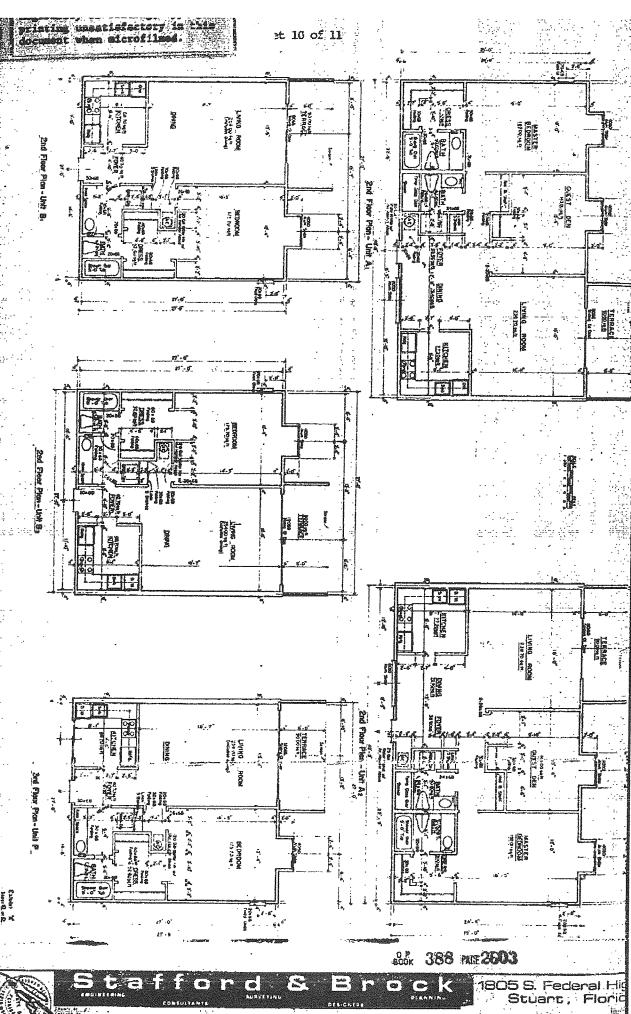


Stafford & Brock

1805 S. Federal Hig Stuart , Florid



ROO Place Condominium | Unit Flace D



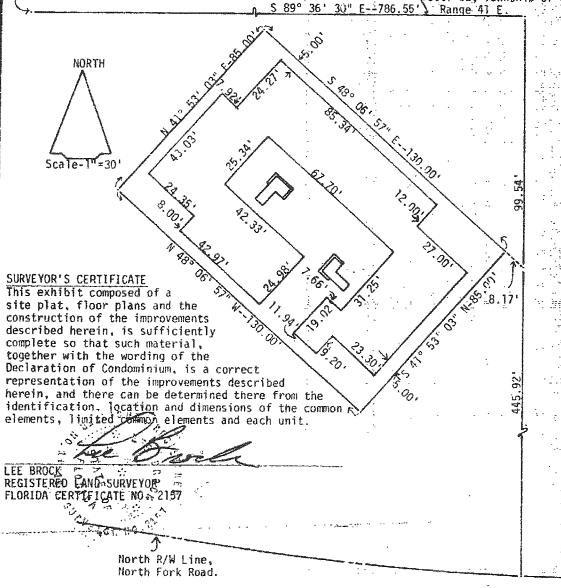
800 Place Condominium

Unit Floor Plan - 2nd Floor & and Floor

Start at the Southwest corner of Lot 10, Block 28, North River Shores S/D. Section 6. Plat Book 3. Page 88. Public Records of Martin County, Florida, said starting point lying on the South line of the North 1/2 of Gov't lot 3, Section 32, Township 37 S, Range 41 E. thence run S 89° 36' 30" E along said South line of Gov't Lot 3 a distance of 786.55 feet, thence run S 00° 02' 03" W a distance of 99.54 feet; thence run N 48° 06' 57" W a distance of 8.17 feet for the Point-of-Beginning thence run \$ 41° 53' 03" W a distance of 85.00 feet; thence run \$ 48° 06' 57" W a distance of 130.00 feet; thence run \$ 41° 53' 03" E a distance of 85.00 feet; thence run \$ 48° 06' 57" E a distance of 130.00 feet to the Point-of-Beginning. Containing 0.254 Acres.

Southwest corner Lot 10, Block 28, North River Shores S/D. Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida.

South Line of the North 1/2 of the Gov't Lot 3, -Sect. 32, Township 37



DRAWN BY RB CHECKED BY: DATE: August SCALE: 1"=30" JOB NO: 73-53A

Place Condominiur

Building No.

STUART,

HIGHWAY

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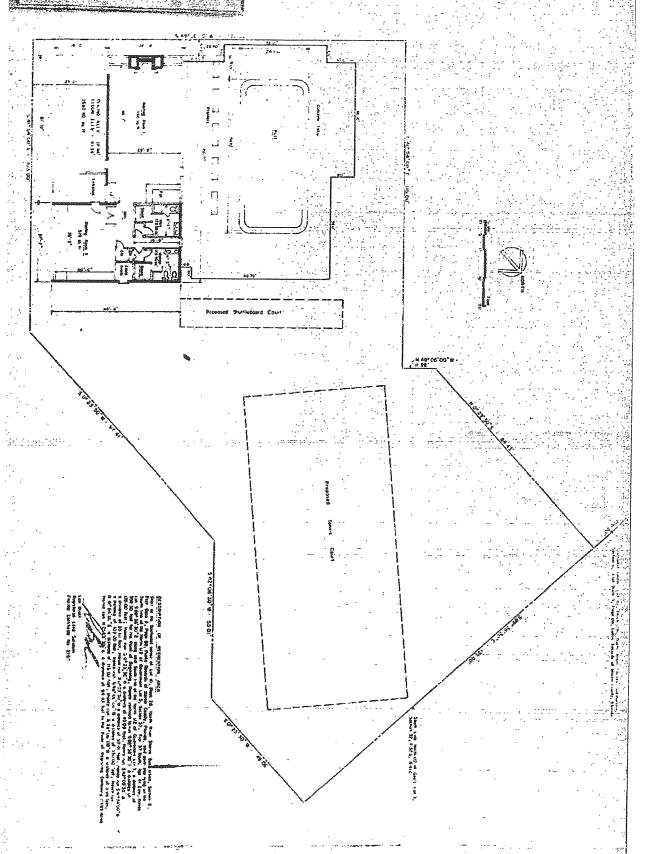
Sheet 11 of 11

200 388 PAGE 2604

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Sheet 2 of 11



800 Place Condominium - Recreation

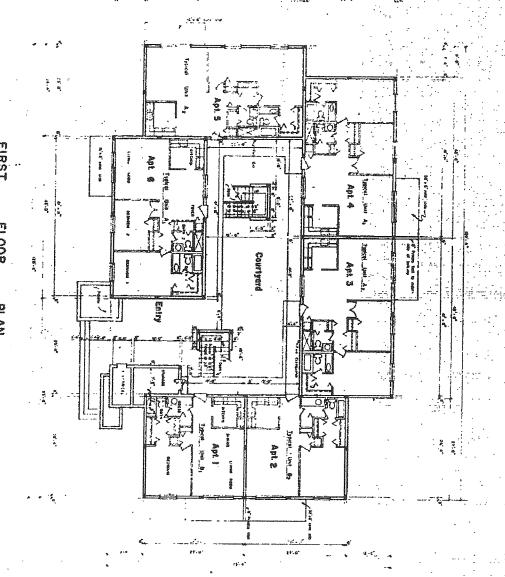
Area

1805 S. Federal Highv Stuart, Florida

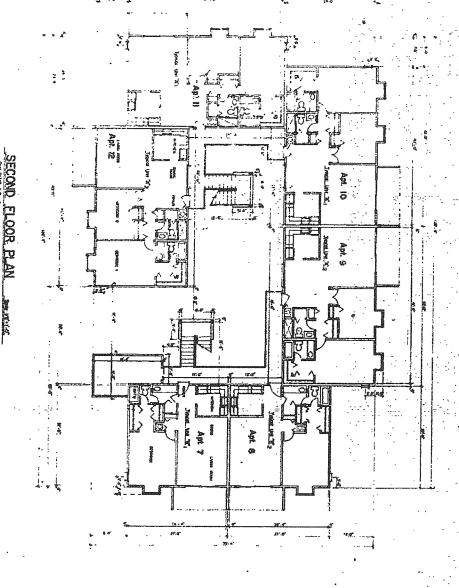
600K 388 PAGE 2682

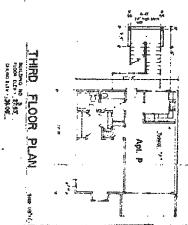
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Sheet 3 of 11



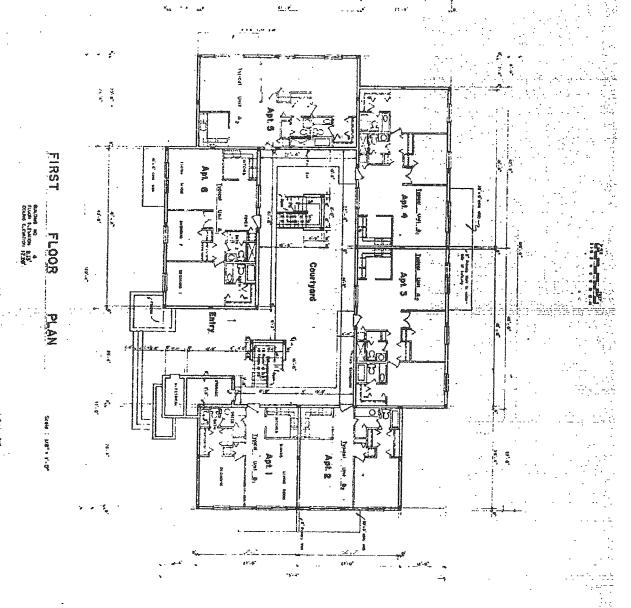






Stafford & Brock

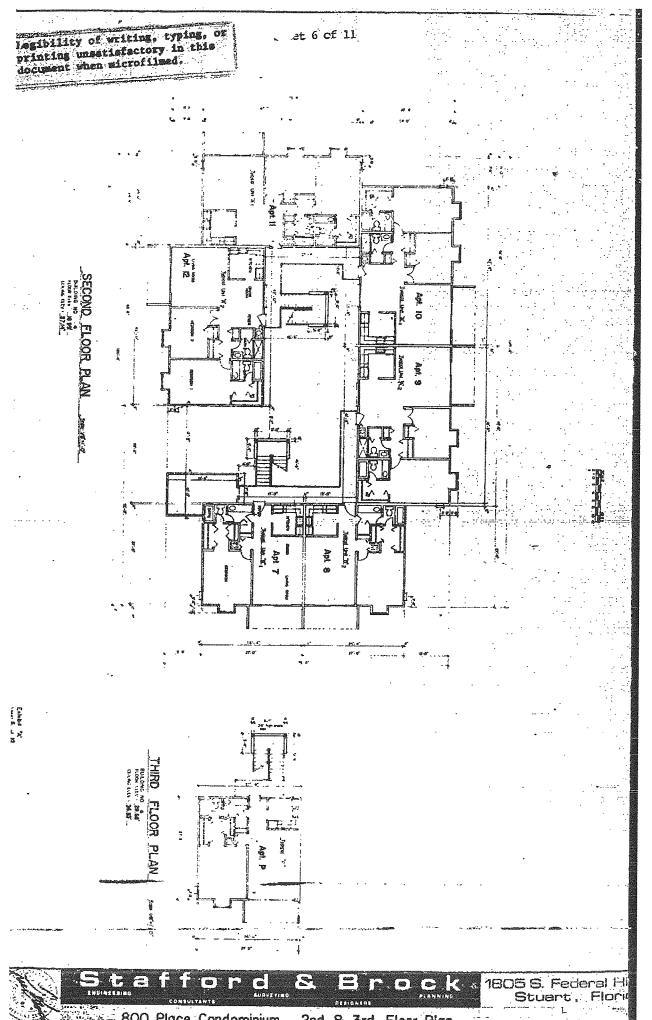
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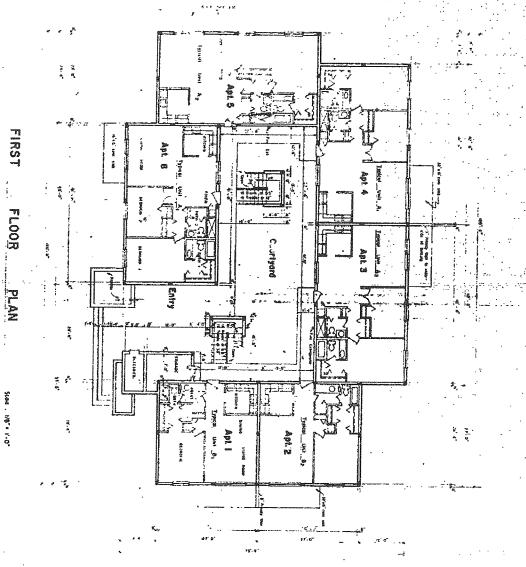


Stafford & Brock

1805 S. Federal Hi Stuant, Floric & 388 ME**2685**



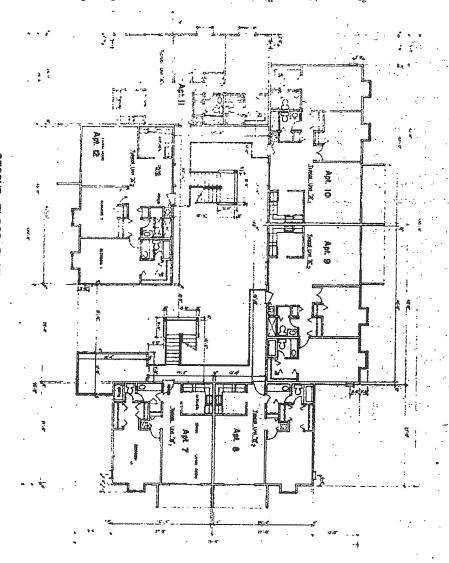
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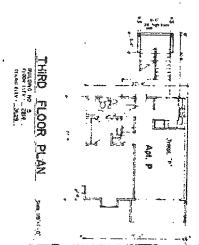




Stafford & Brock

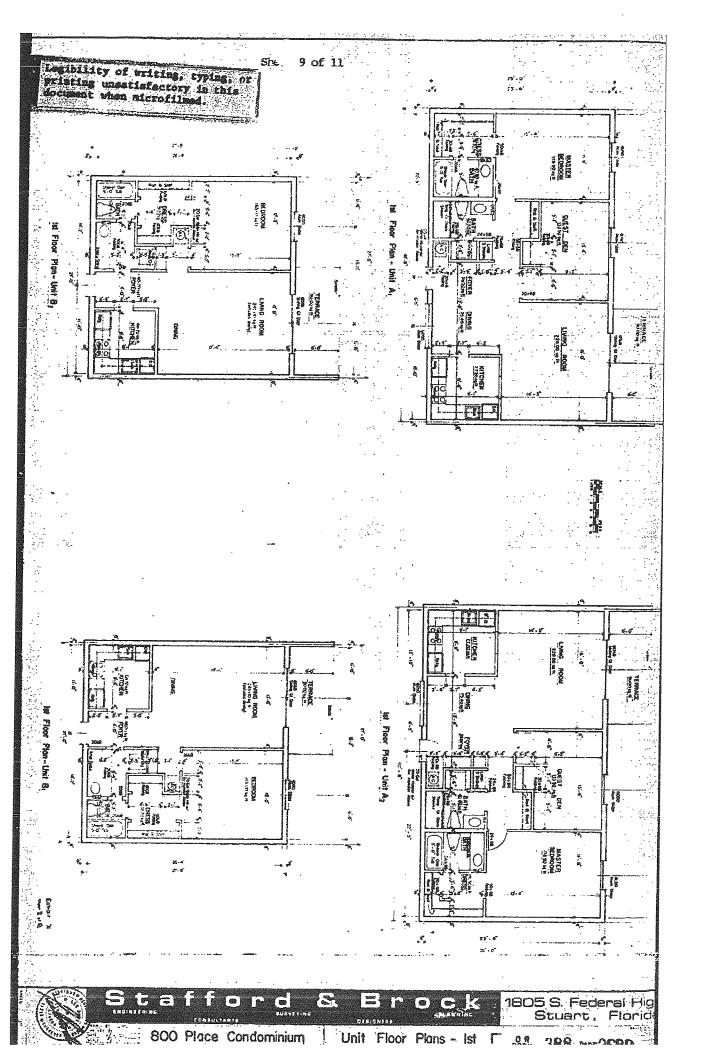
1805 S. Federal Hig Stuart, Florid

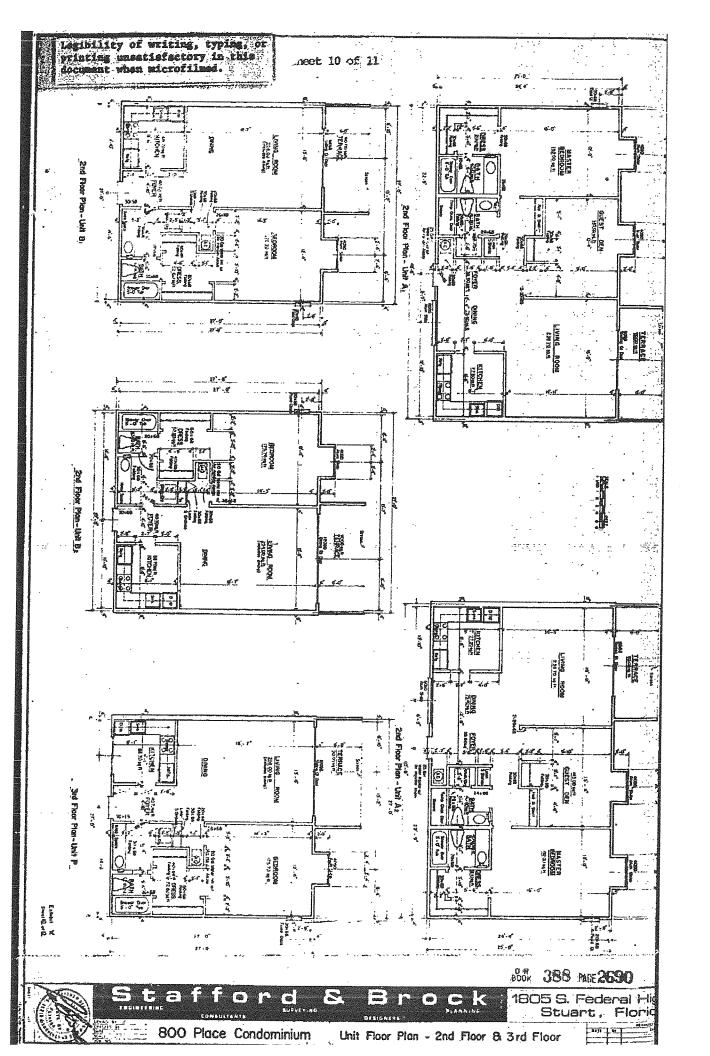




Stafford & Brock

1805 S. Federal Hig Stuart , Florid

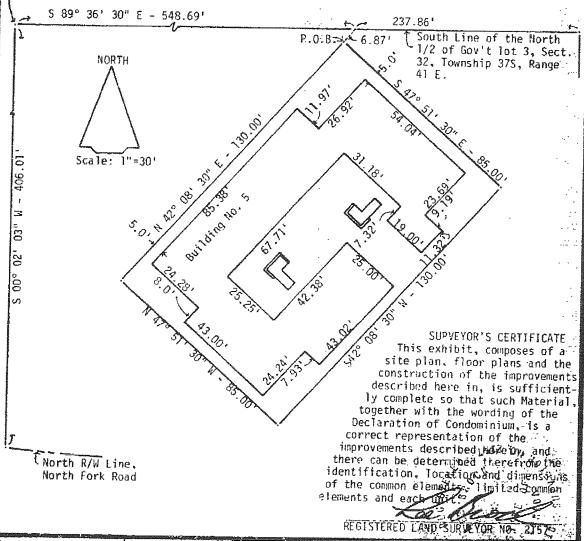




800 PLACE CONDOMINIUM BUILDING NO. 5

Start at the Southwest corner of Lot 10, Block 28, North River Shores S/D, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said starting point lying on the South line of the North 1/2 of Government lot 3, Section 32, Township 37S, Range 41 E, thence run S 89° 36' 30" E along said South line of Government Lot 3 a distance of 548.69 feet, thence run S 42° 08' 30" W a distance of 6.87 feet for the Point-of-Beginning: thence run S 47° 51' 30" E a distance of 85.00 feet, thence run 842° 08' 30" W a distance of 85.00 feet, thence run N 42° 08' 30" E a distance of 130.00 feet to the Point-of-Beginning, Containing 0.254 acres.

Southwest corner Lot 10, Block 28, North River Shores S/D, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida.



DRAWN (DRAWN BY		DALE			
CHECKED	BA	:				
DATE :	JU	LY	8,	1975	-	
SCALE:	į ^M z	30)"			
JON 60.	73	- 5	3		_	
PROPERTY AND DESCRIPTION						

800 Place Condominium

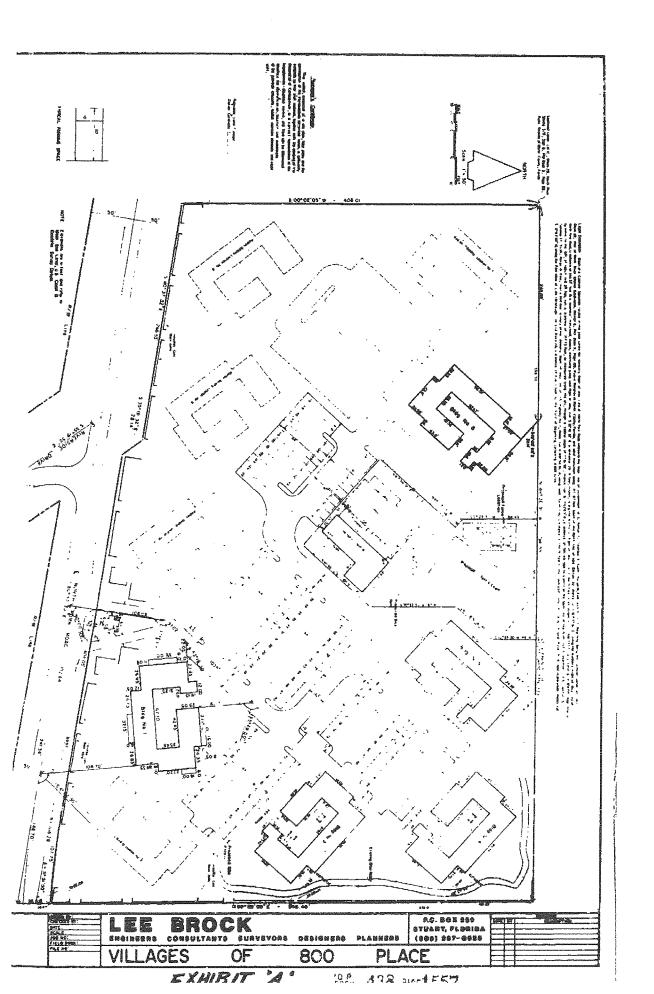
Building No. 5

STAFFORD & BROCK

ENGINEERING & SURVEYING S.FEDERAL HIGHWAY . STUART . FLORIDA

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1867 388 ME 2691



Start at the Southwest corner of Lot 10, Block 28, North River Shores Subdivision, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said corner lying on the South line of the North One Half of Gov't. Lot 3. Sec. 32. Township 37 South, Range 41 East; thence run S 89°36'30" E along said south line of Gov't. Lot 3, a distance of 250.13 feet; thence run S 48°00'00" E a distance of 7.48 feet for the Point of Beginning; thence continue to run \$ 48°00'00" E a distance of 85.33 feet; thence run S $42^{\circ}90^{\circ}90^{\circ}$ W a distance of 130.33 feet; thence run N $48^{\circ}90^{\circ}90^{\circ}$ W a distance of 85.33 feet; thence run N $42^{\circ}00^{\circ}90^{\circ}$ E a distance of 130.33 feet to the Point of Beginning; containing 0.255 acres.

SUPPREYOR'S CERTIFICATE

 $rac{4}{3}$ his exhibit composed of a site plat, floor plans and the construction of the improvements described herein, is sufficiently complete so that such material, together with the wording of the Declaration of Condominium, is a correct representation of the improvements described herein, and there can be determined therefrom the identification, location and dimensions of the common elements. Timited common elements and each unit.

Brock, R.L.S. Registered Land Surveyor Florida Certificate 4o. 2157

S 89^36'30" E - 250,13'

South line of the North One Half of Gov't. Lot 3, Sec.22, Two.37 South, Rgr. 41 East.

. Corner of Lot 19.

. 28. North River res Subdivision, Sec. Plat Book 3, Pg.86. lic Records of Martin , Fld.

S'43700100" E - 7.431 Point of Beginning EXHIBIT A-2

NORTH

Prepared on the Order of :

ondominium

Building No.

n by: MH

11-14-77 1"= 30

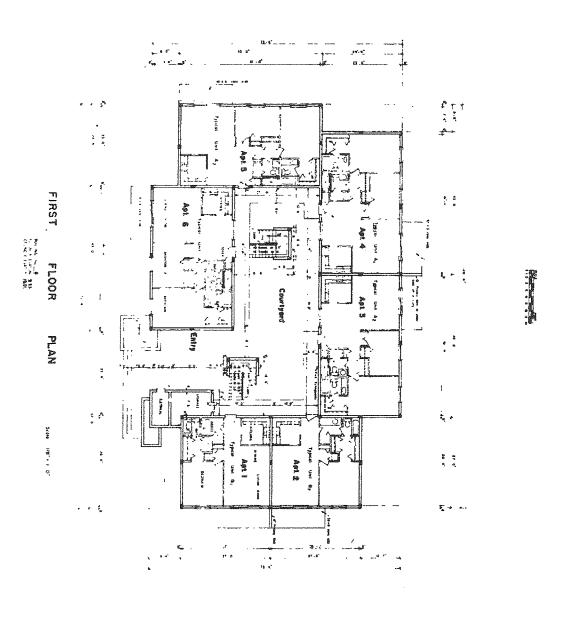
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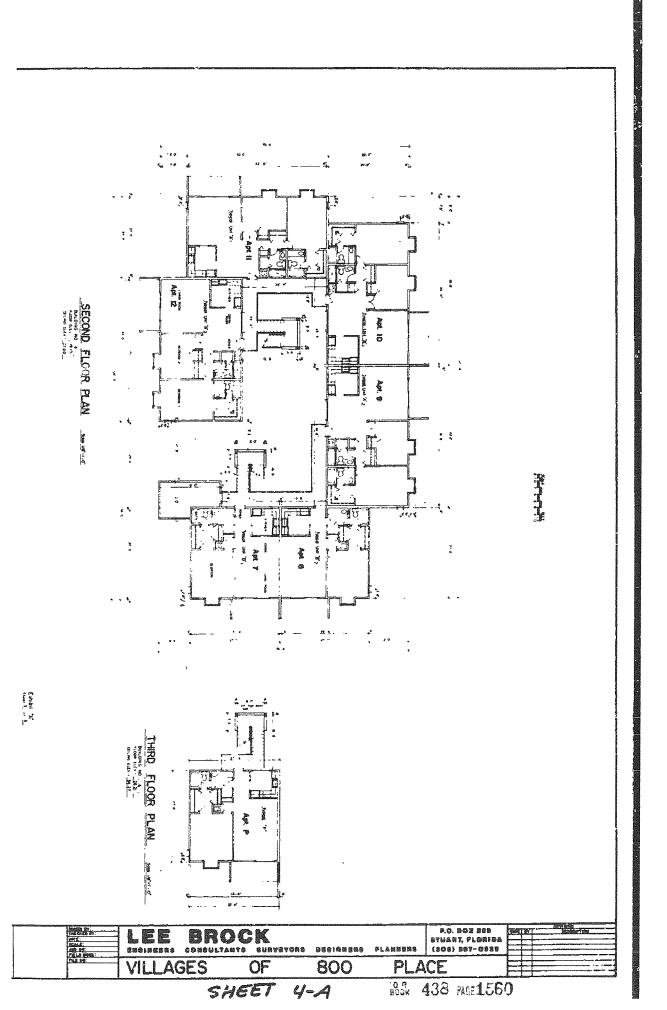
ENGINEERING - SURVEYING STUART, FLORIDA

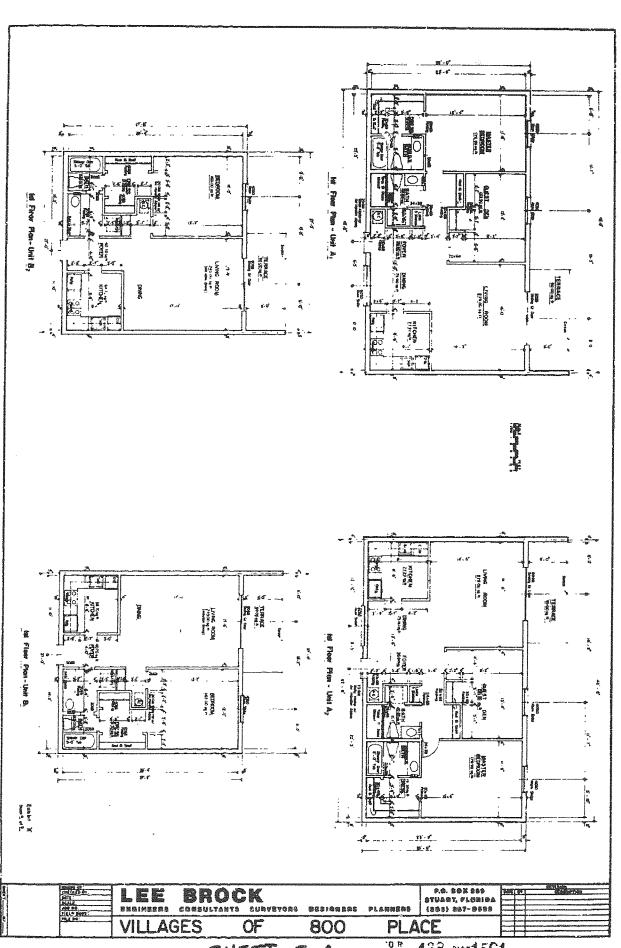
SHEET 1

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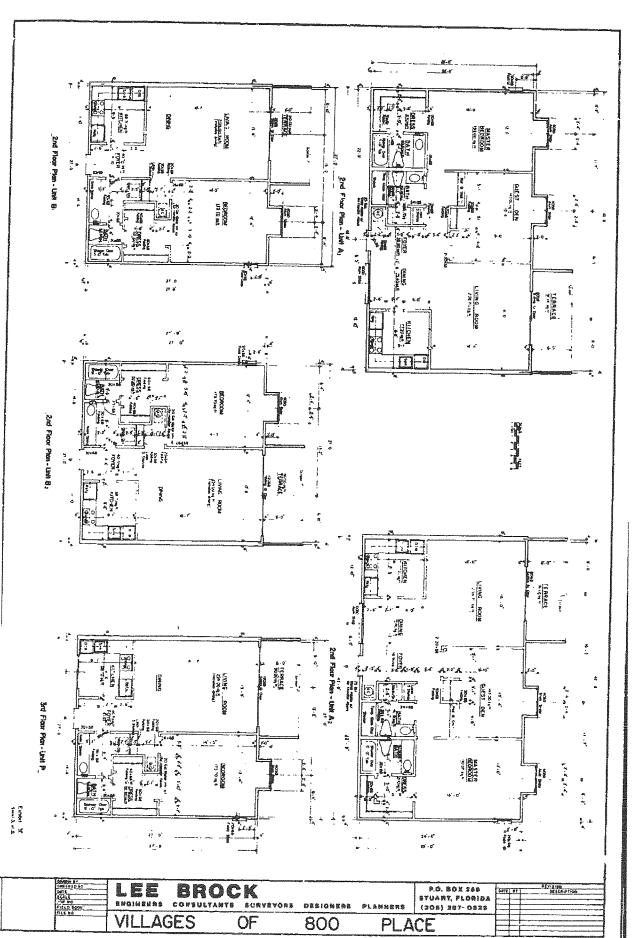
ł	PAGE IT	LEE BRO	BK s surveyors	953148368	产业条件制造品品	PO. BOX 258 STUARY, FLORIDA {BOC} 387-0686	
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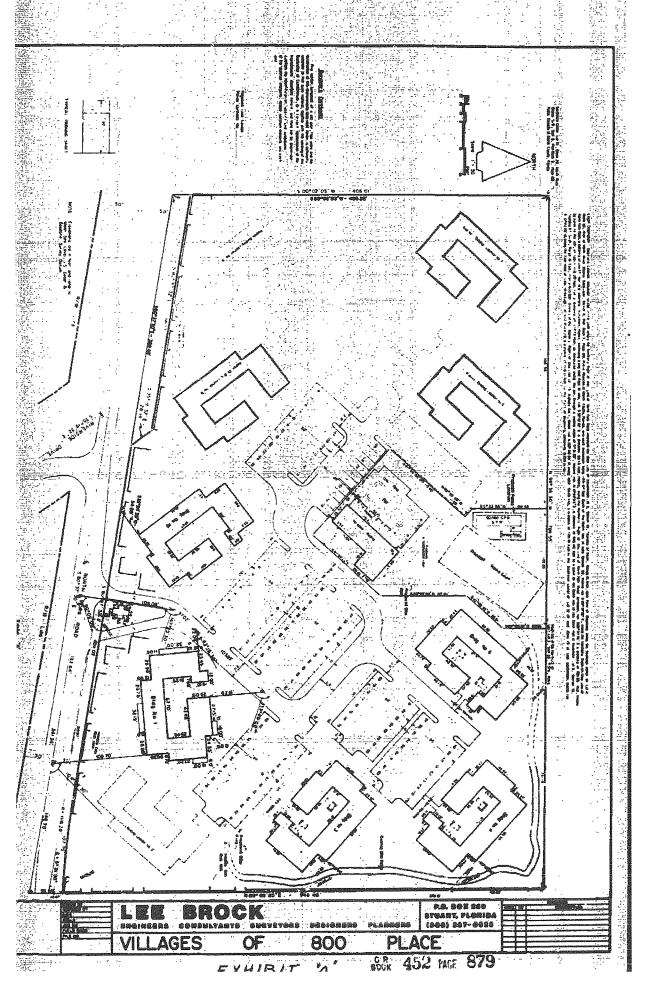
SHEET

438 PAGE 1561



SHEET 6-A

80R 438 PAGE15E2



Start at the Southwest corner of Let 10. Block 28. North River Shores Subdivision. Section 6. Plat Book 3. Page 88. Public Records of Martin County. Florida, said Corner Tying on the South line of the North One Half of Gov't. Lot 3. Sec. 32. Township 37 South. Range in South thence run S 89 36'30" E along said South line of Gov't. Lot 3. a distance of 84.72 feet thence run S 48 99'00" E a distance of 13.48 feet for the Point of Beginning thence continue to run S 46 90'00 E distance of 85:33 feet: thence run S 42 90'00 W a distance of 130.33 feet: thence run N 43 90'00" W a distance of 65.33 feet: thence run N 43 90'00 W a distance of 65.33 feet: thence run N 43 90'00 W a distance of 65.35 feet: thence run N 43 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 43 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 42 90'00 W a distance of 65.35 feet: thence run N 45 90'00 W a distance of 65.35 feet: thence run N 45 90'00 W a distance of 65.35 feet: thence run N 45 90'00 W a distance of 65.35 feet: thence run N 45 90'00 W a distance of 65.35 feet: thence run N 45 90'00 W a distance of 65.35 feet: thence run N 45 90'00 W a distance of 65.35 feet: thence run N 45 90'00 W a distance of 65.3

SURVEYOR'S CERTIFICATE

This exhibit composed of a site plan, floor plans and the construction of the improvements described herein, is sufficiently complete so that such material, together with the wording of the Delaration of Condominium, is a correct representation of the improveh, and there can be determined therefrom the identification, location (composite levents, limited common elements and each unit Plements. limited common elements and each unit.

Ren's tered Eand Surveyor Florida Certifica Ce No 2157

SOUTH LINE OF THE NORH ONE HALF OF GOV'T. LOT 3, SEC. 22, TWP. 37 SOUTH, RGE 41 EAST.

S. 48°00'00"E. - 13.48"

S.W. CORNER OF LOTIO. BLK. 28, NORTH RIVER SHORES SUBDIVISION, SEC.

6, PLAT BOOK 3, PG.86, PUBLIC RECORDS OF MARTIN CO.,FLA.

POINT OF BEGINNING

NORTH

EXHIBIT ..

DRAWN BY. R.F.P. PREPARED

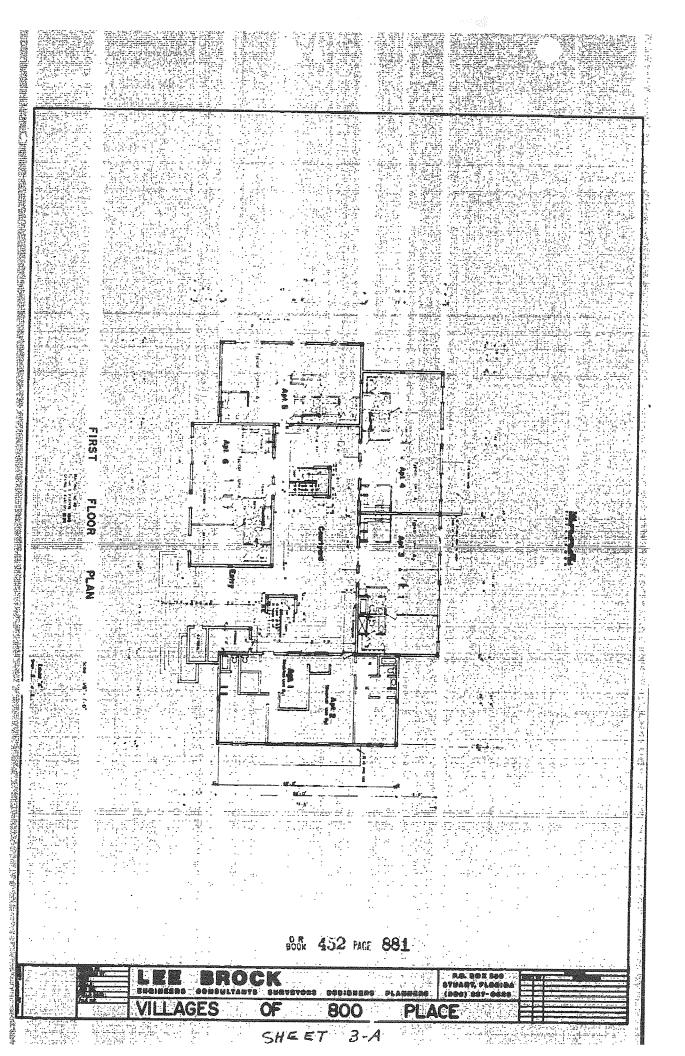
> VILLAGES 800 PLACE

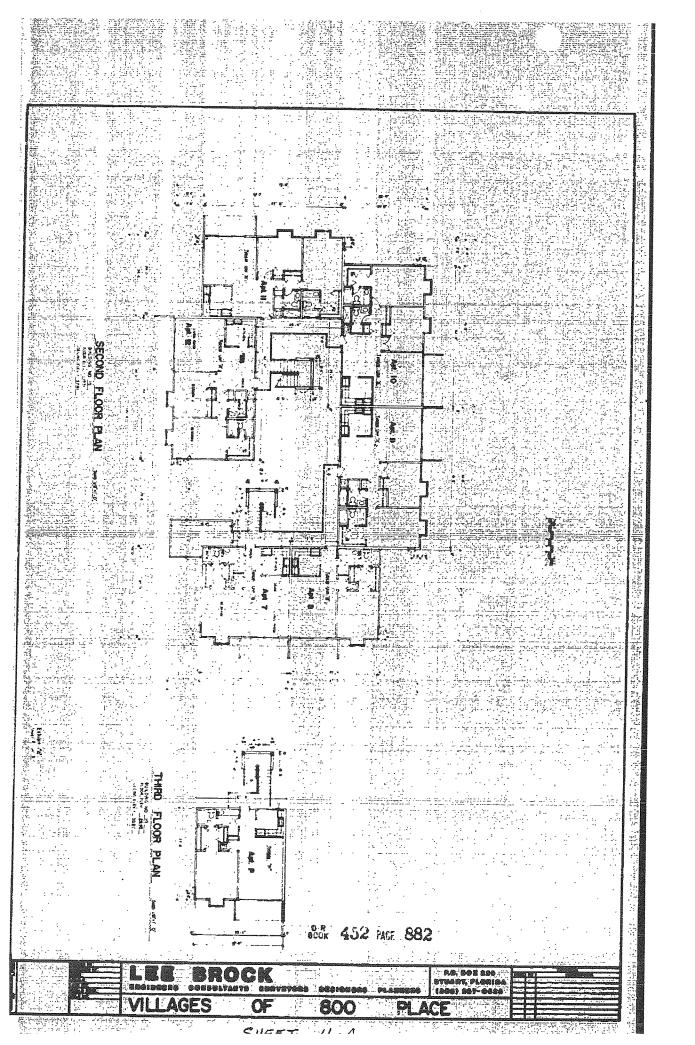
NO. 7 BUILDING

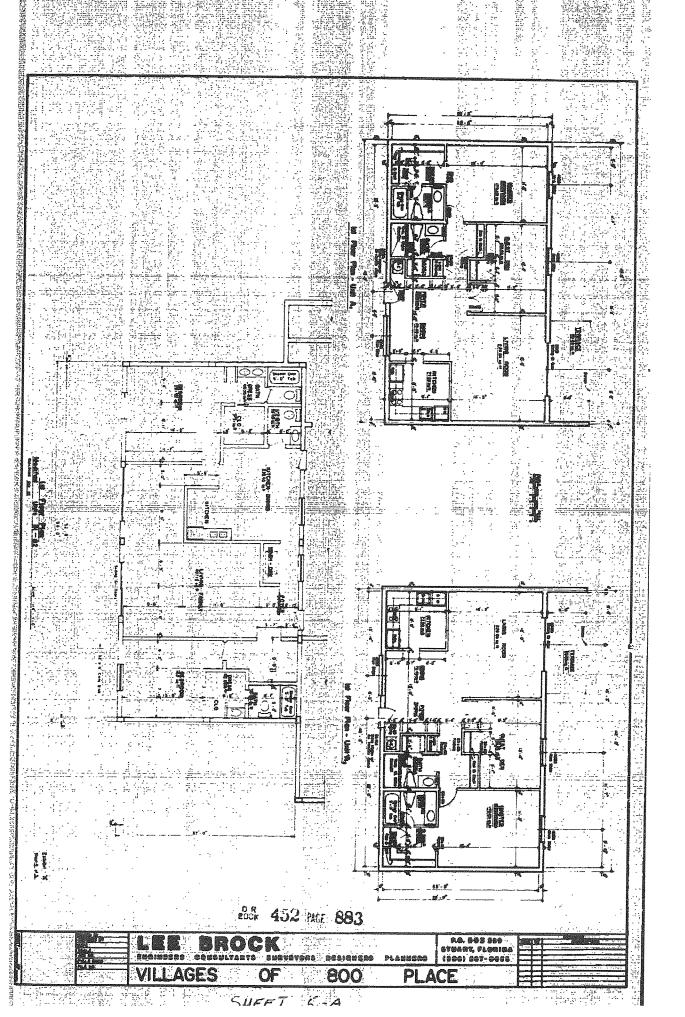
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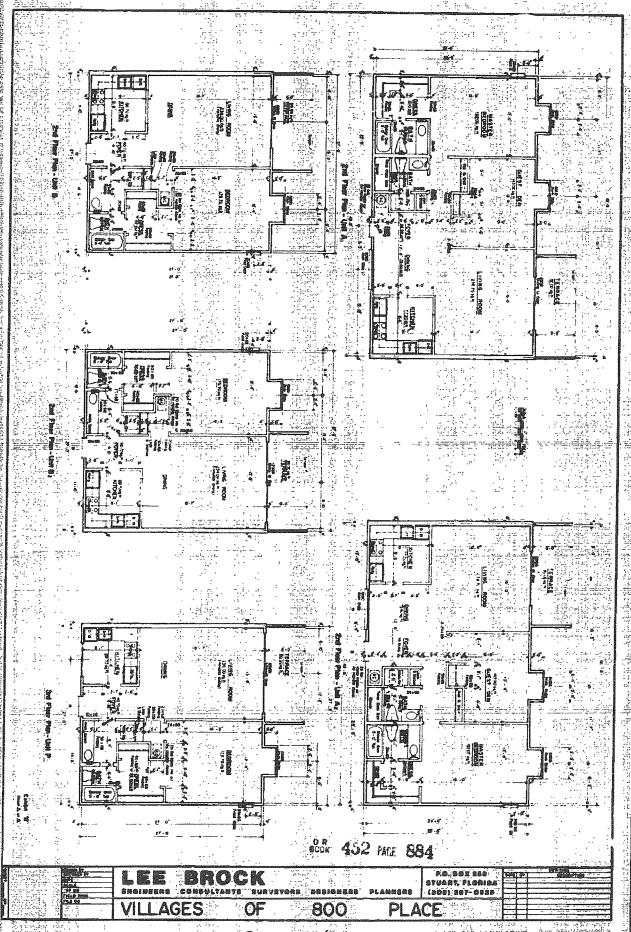
ENGINEERING - SURVEYING STUART , FLORIDA

ORDER OF :

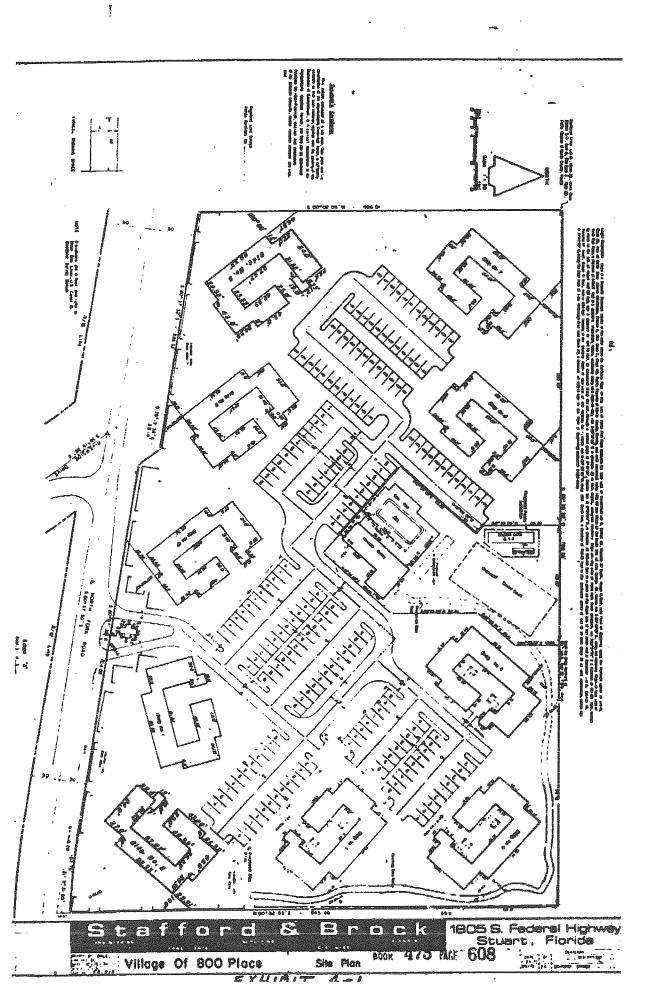








SHEET 6-A

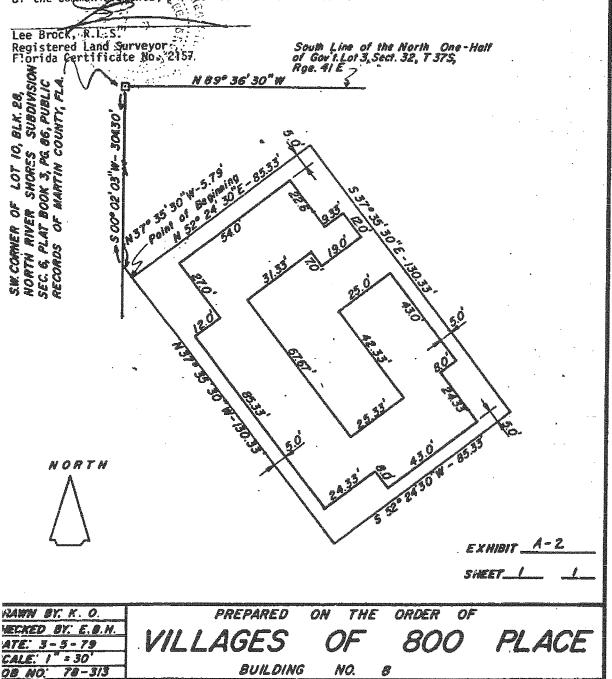


'BEST COPY

Start at the Southwest corner of Lot 16, lock 28, NORTH RIVER SHORES Subdivision. Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, said corner lying on the South line of the North One Half of Government Lot 3, Section 32, Township 37 South, Range 41 East; thence run 5 00°02'03" Walong the East lines of Lots 14 through 17, said Block 28, a distance of 304.30 feet; thence run S 37°35'30" E a distance of 5.79 feet to the POINT OF BEGINNING; thence run N 52°24'30" E a distance of 85.33 feet; thence run S 37°35'30" E a distance of 130.33 feet; thence run S 52°24'30" Waldistance of 85.33 feet; thence run N 37°35'30" Waldistance of 130.33 feet to the POINT OF BEGINNING; containing 0.255 acres.

SURVEYOR'S CERTIFICATE

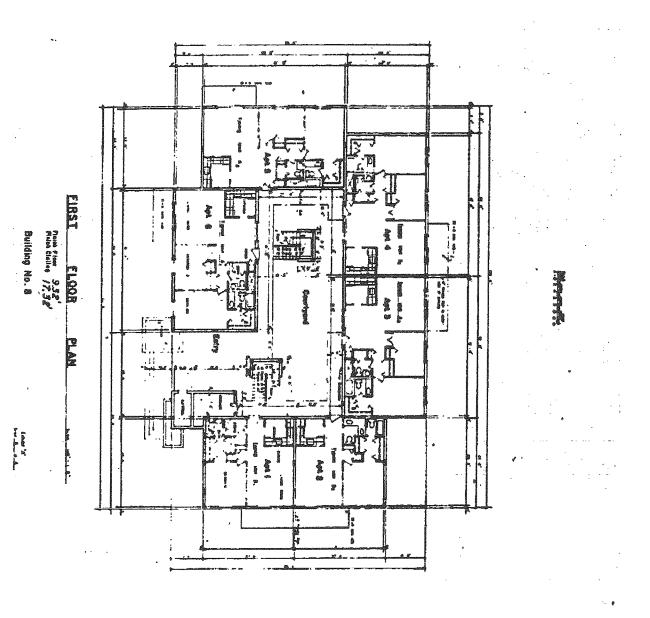
This exhibit composed of a site plan, floor plans and the construction of the improvements described herein, is sufficiently complete so that such materials, together with the wording of the Declaration of Condominium, is a correct representation of the improvements described herein, and there can be determined there from the identification, location and dimensions of the common elements, limited common elements and each unit.



STUART, FLORIDA

- SURVEYING

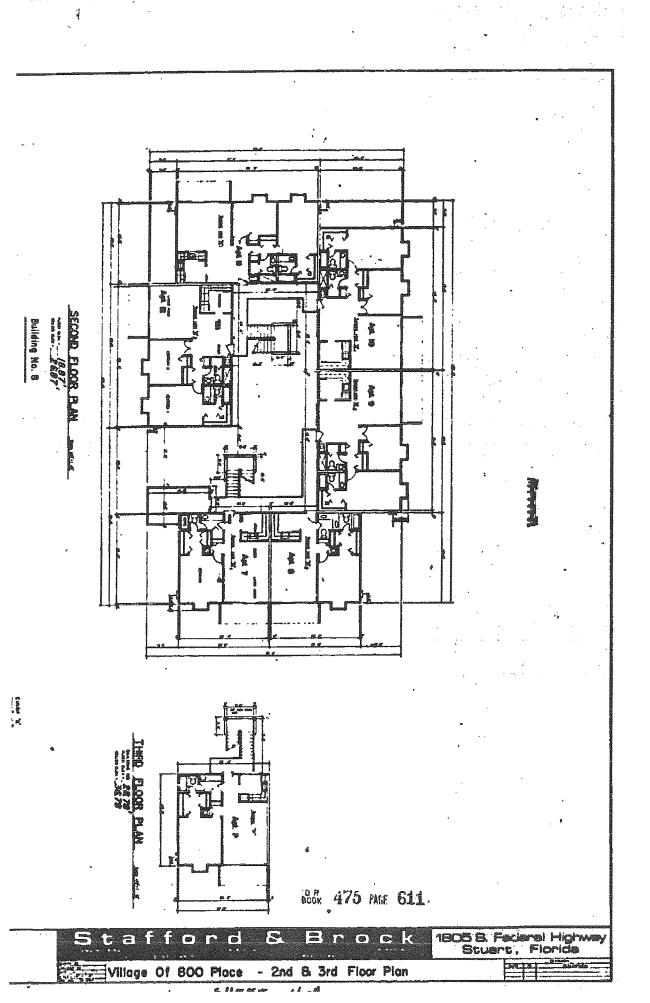
ENGINEERING

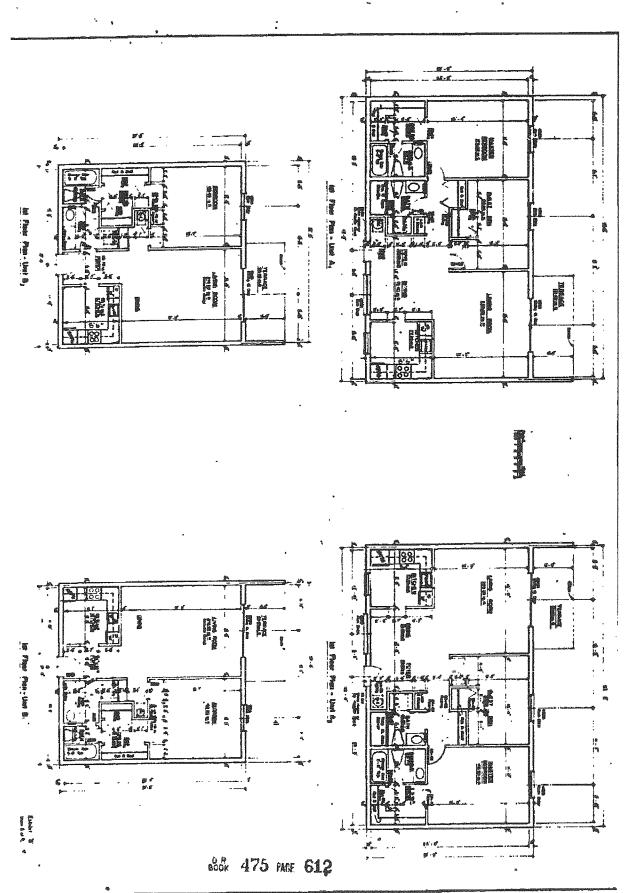


80% 475 PAGE 610

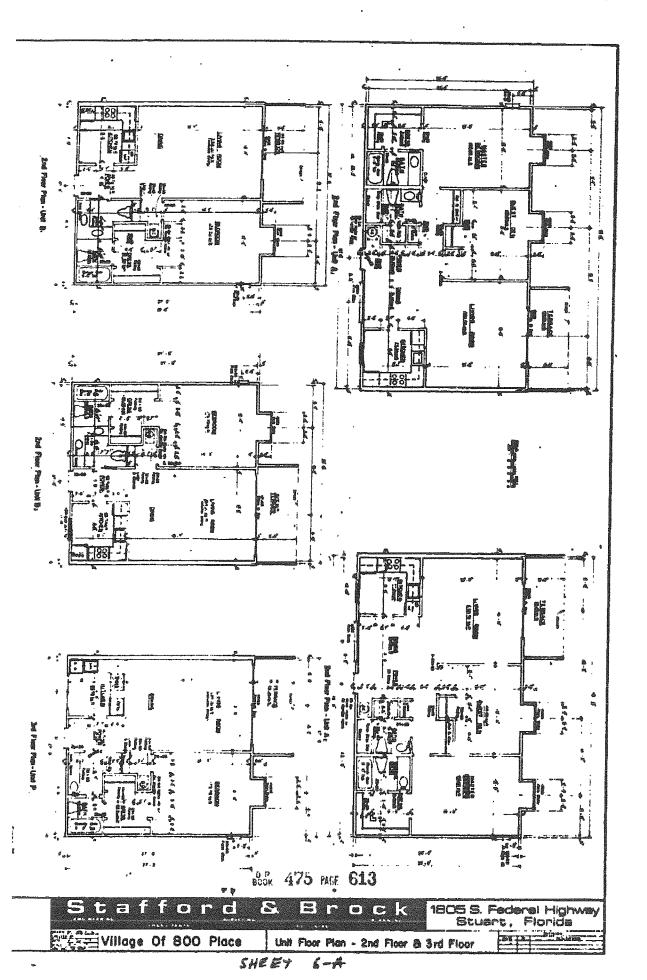
Stafford & Brock 1803 & Federal Highway
Stuart, Florida

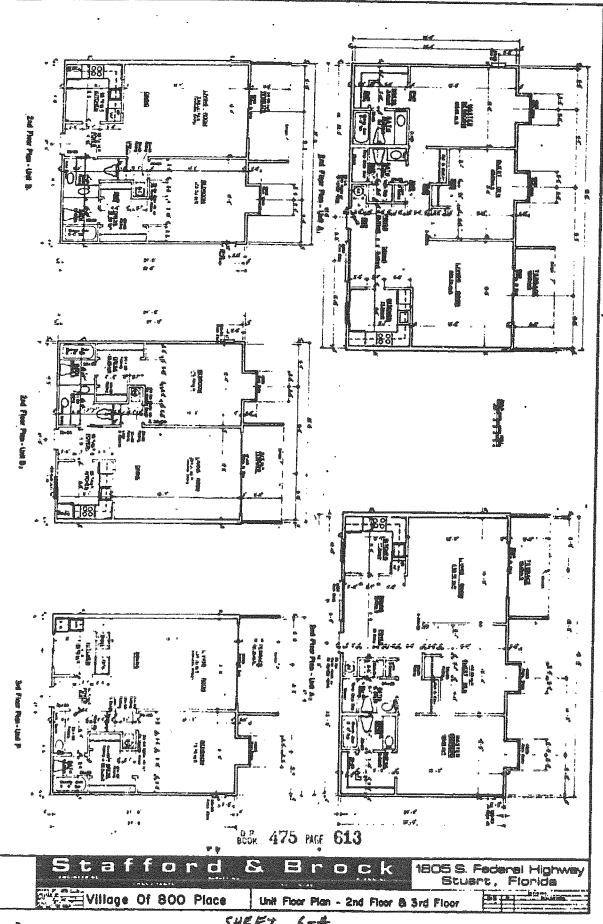
Village Of 800 Place - First Floor Plan





Stafford S. Brock 1805 S. Federal Highway Stuart, Florida Stua



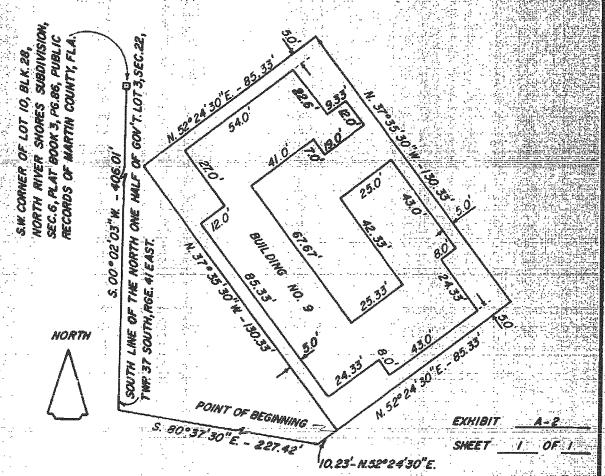


Start at the Southwest corner of Lot 10, Block 28, North River Shores Subdivision, Section 65. Plat Book 3, Page 88, Public Records of Martin County, Florida, said corner lying on the South line of the North One Half of Government Lot 3, Sec. 32, Township 37 South Range 48. Fast; thence run \$ 00 02'03" Wa distance of 496.01 feet; thence run \$ 80 37'30" Ea distance of 227.42 feet; thence run N 52 24'30" Ea distance of 10.23 feet for the Point of Beginning; thence continue to run N 52 24'30" E a distance of 85.33 feet; hence run N 52 34'30" Wa distance of 130.33 feet; thence run \$ 52'24'30" Wa distance of 85.33 feet; thence run \$ 53'35'30" Was distance of 130.33 feet; thence run \$ 52'24'30" Wa distance of 85.33 feet; thence run \$ 53'35'30" E a distance of 130.33 feet to the Point of Beninning Containing 0.255 acres

SURVEYOR'S CERTIFICATE

This exhibit composed of a site plan, floor clans and the construction of the improves ments described herein, is sufficiently complete so that such material, together with the wording of the Declaration of Condominium, is a correct representation of the improvements described where can be determined there from the identification, location and dimensions of the improvements, limited common elements and each unit.

Lee Brook Relis. Registated tand Surveyor Florida Cert ficate No. 2157



WAWN BY: R.F.P. CHECKED BY = 24 DATE: 4-20-78 SCALE: I"= 30'

PREPARED ON THE ORDER OF

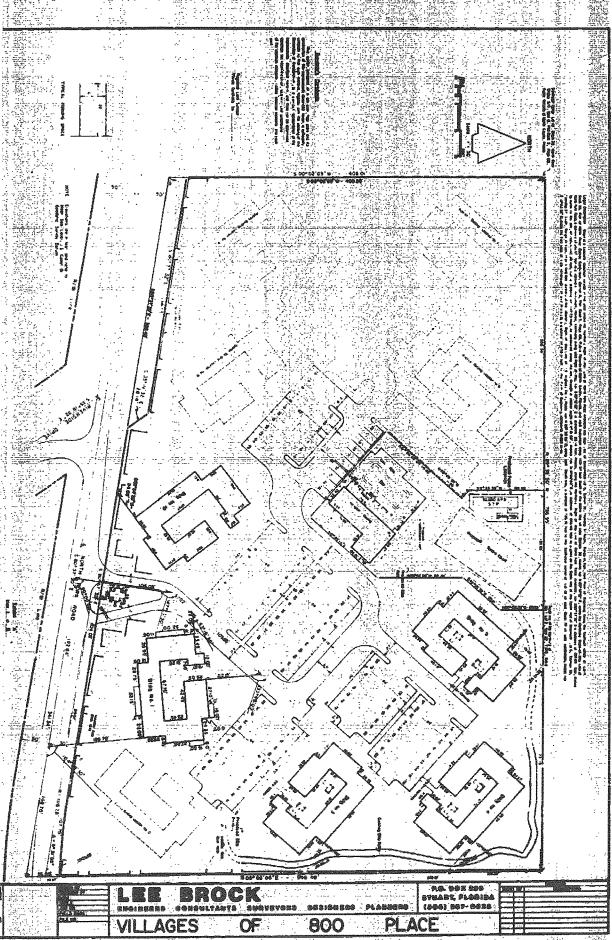
VILLAGES OF 800 PLACE

LEE

BROCK

PE. - R.L.S

ENGINEERING — SURVEYING STUART , FLORIDA

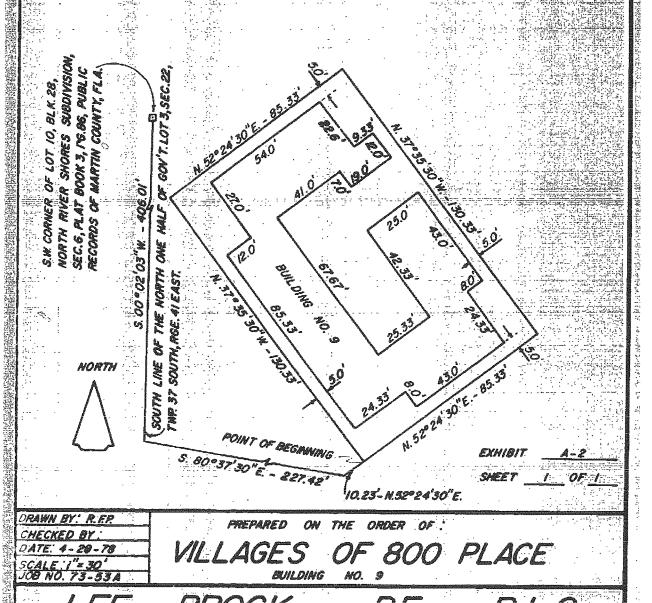


Start at the Southwest corner of Lot 10. Block 28, North River Shores Subdivision, Section 6. Plat Book 3, Page 88, Public Records of Martin County, Florida, said corner lying on the South line of the North One-Half of Government Lot 3. Sec. 32, Townshin 37 South, Range 41 fast; thence run S 00 02 03 Mark distance of 406.01 feet; thence run S 80 37 30 La distance of 227.42 feet; thence run N 52 24 30 E a distance of 10.23 feet for the Point of Beginning thence continue to run N 52 24 30 E a distance of 85.33 feet; thence run S 52 24 30 Wa distance of 85.33 feet; thence run S 52 37 35 30 E a distance of 130.33 feet; thence run S 52 37 35 30 E a distance of 130.33 feet; thence run S 52 24 30 Wa distance of 85.33 feet; thence run S 52 37 35 30 E a distance of 130.33 feet; thence run S 52 24 30 Wa distance of 85.33 feet; thence run S 52 37 35 30 Wa distance of 85.33 feet; thence run S 52 24 30 Wa distance of 85.33 feet; thence run S 52 37 35 30 Wa distance of 85.33 feet; thence run S 52 24 30 Wa distance of 85.33 feet; thence run S 63 24 30 Wa distance of 85 30 24 30 Wa distance of 85 30 24 30 Wa dista

SURVEYOR'S CERTIFICATE

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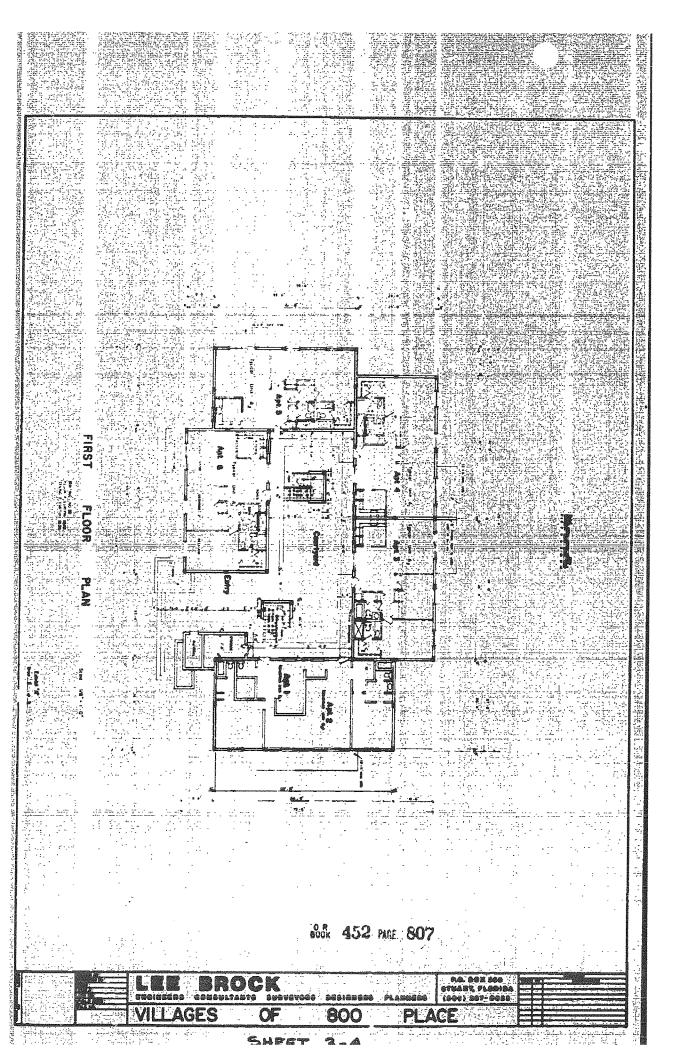
Lee Brock, R.L.S. Registered Land Surveyor Florida Certificate No. 2157

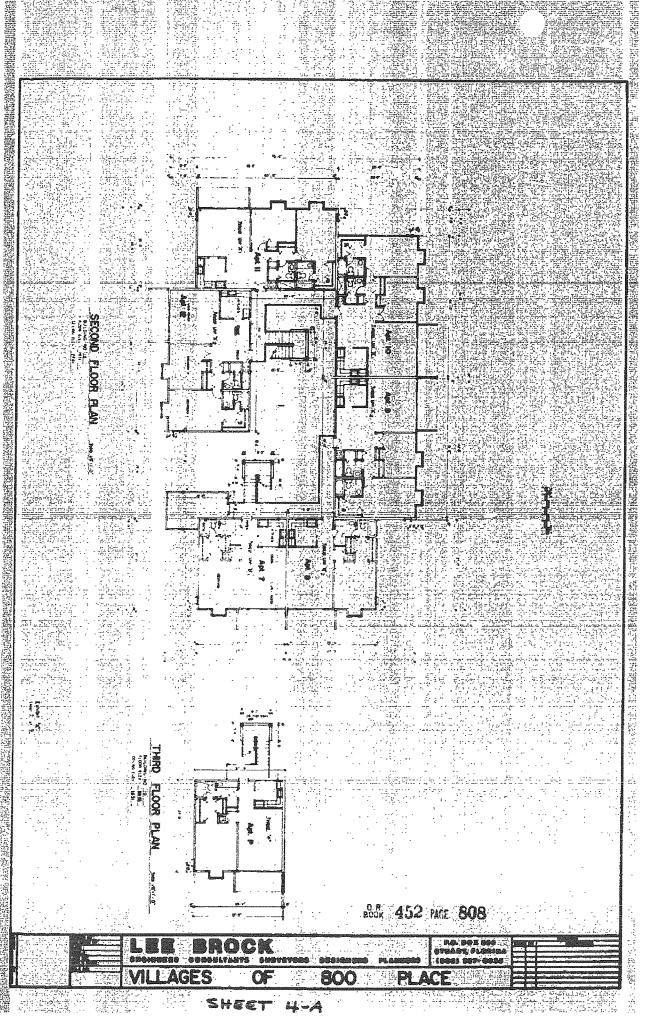


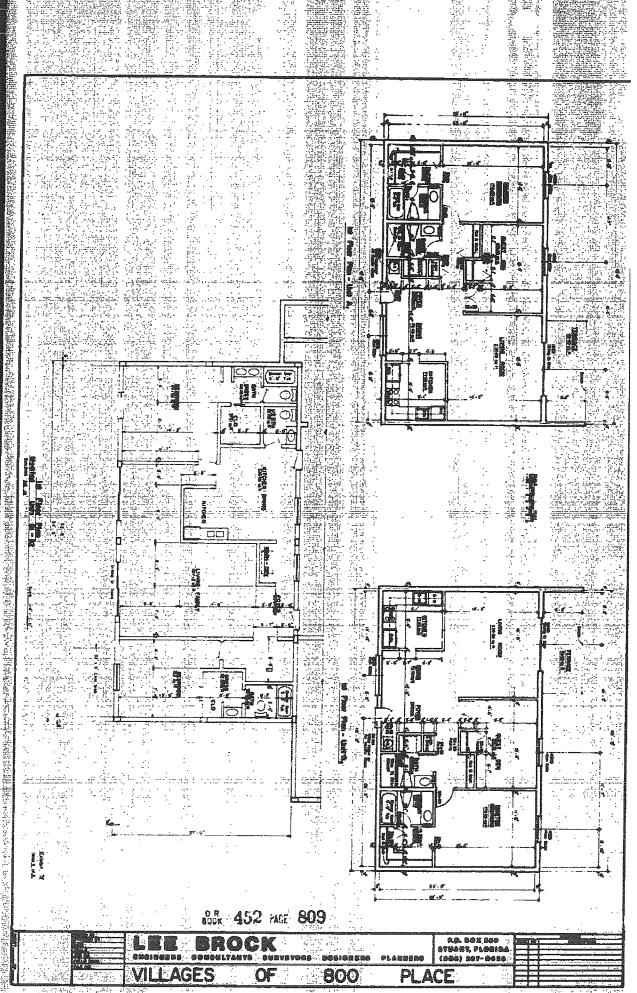
SHEET 2-4 86 452 PAGE 806

FLORIDA

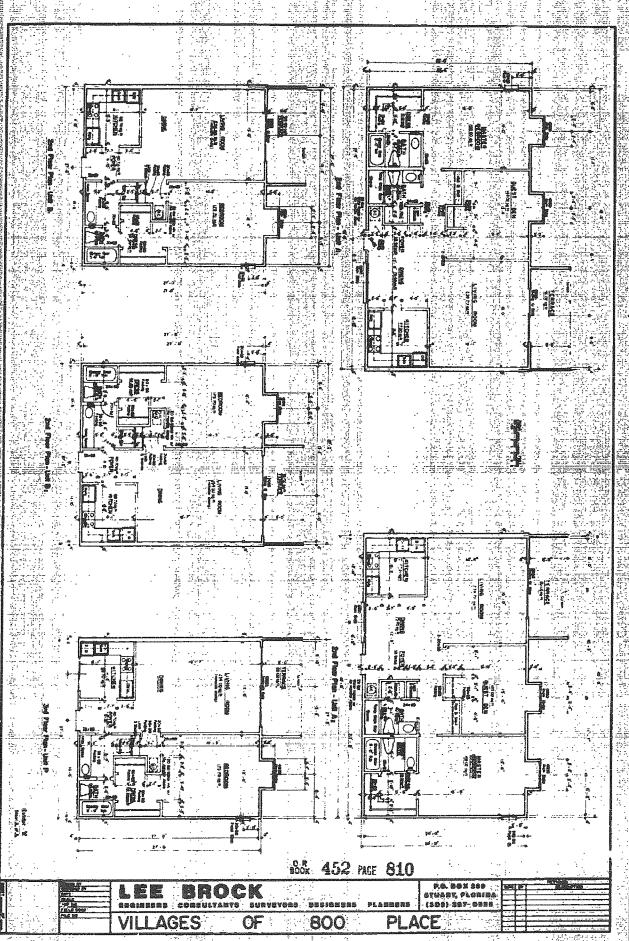
ENGINEERING - SURVEYING



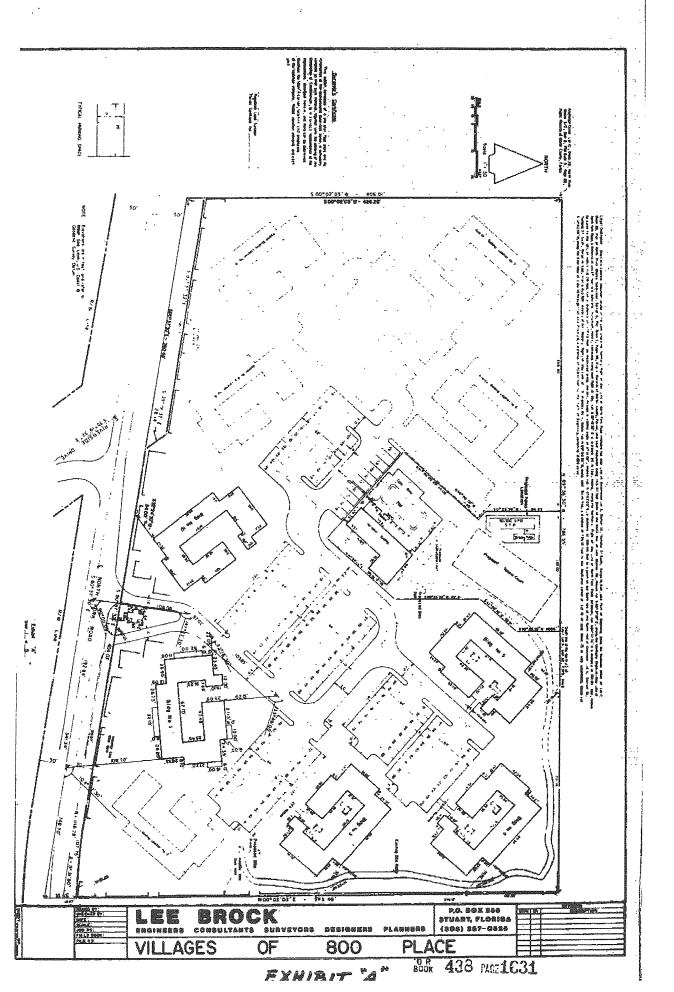




SHEET 5-A



SHEET 6-A



Start at the Southwest corner of Lot 10. Block 23. North River Shores Subdivision, Section 6. Plat Book 3, Page 88, Public Records of Martin County, Florida, said corner lying on the South line of the North One Half of Government Lot 3, Sec. 32, Township 37 South, Range 41 East; thence run \$ 00°02'03" W a distance of 426.28 feet; thence run \$ 80°37'30" E a distance of 378.27 feet; thence run N 52°24'30" E a distance of 16.86 feet for the Point of Beginning: thence continue to run N 52°24'30" E a distance of 85.33 feet; thence run N 37°35'30" M a distance of 130.34 feet; thence run S 52°24'30" W a distance of 85.33 feet; thence run S 37°35'30" E a distance of 130.34 feet to the Point of Beginning: containing 0.255 acres.

SURVEYOR'S CERTIFICATE

This exhibit composed of a site plat, floor plans and the construction of the improvements described herein, is sufficiently complete so that such material, together with the wording of the Declaration of Condominium, is a correct representation of the improvements described herein, and there can be determined there from the identification location and dimensions of the common elements, limited common elements and each unit.

Lee Brock, P.E.; R.L.S.
Registered Land Surveyor, Fla. Cert. No. 2157

S.W. corner of Lot 10, Bik.28,
North River, Shores Sub., Sec. 6, Plat
Book 3, Pg. 96, Public Records of Martin
County, Florida

S. Roy 37'30" E - 378.27' Point of Beginning
S. Sec. 24'30" N - 16.06'

Drawn by: M4
Checked by:
Date: II-I4-77
Scale: I"= 30

Job. No: 77-166

Prepared on the Order of:

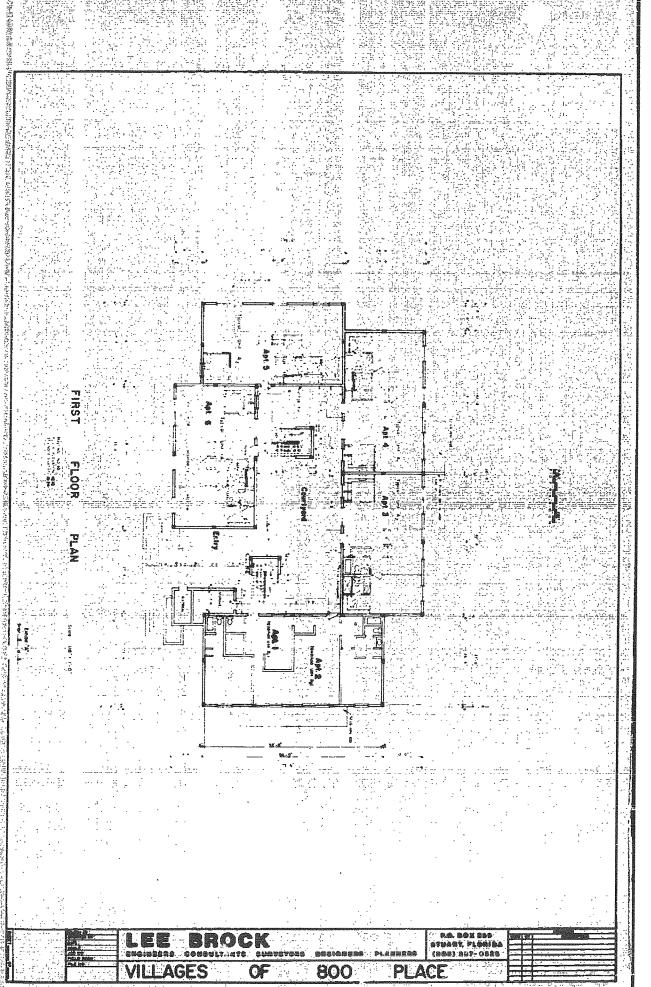
800 Place Condominium

Building No. 10

BROCK P.E. - R.L.S.

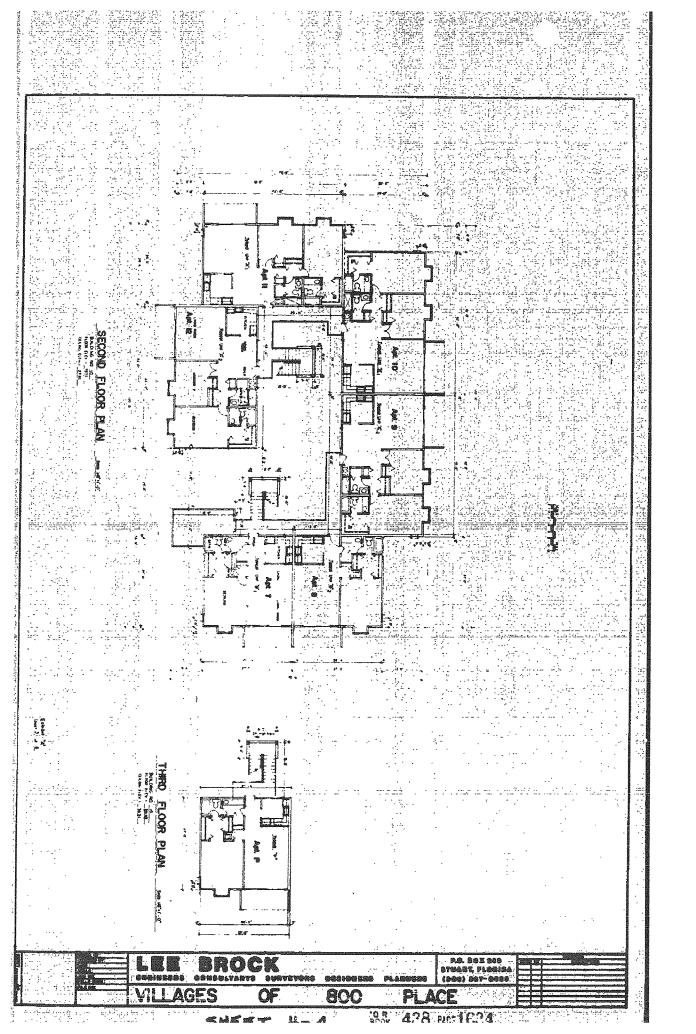
ENGINEERING - SURVEYING STUART , FLORIDA

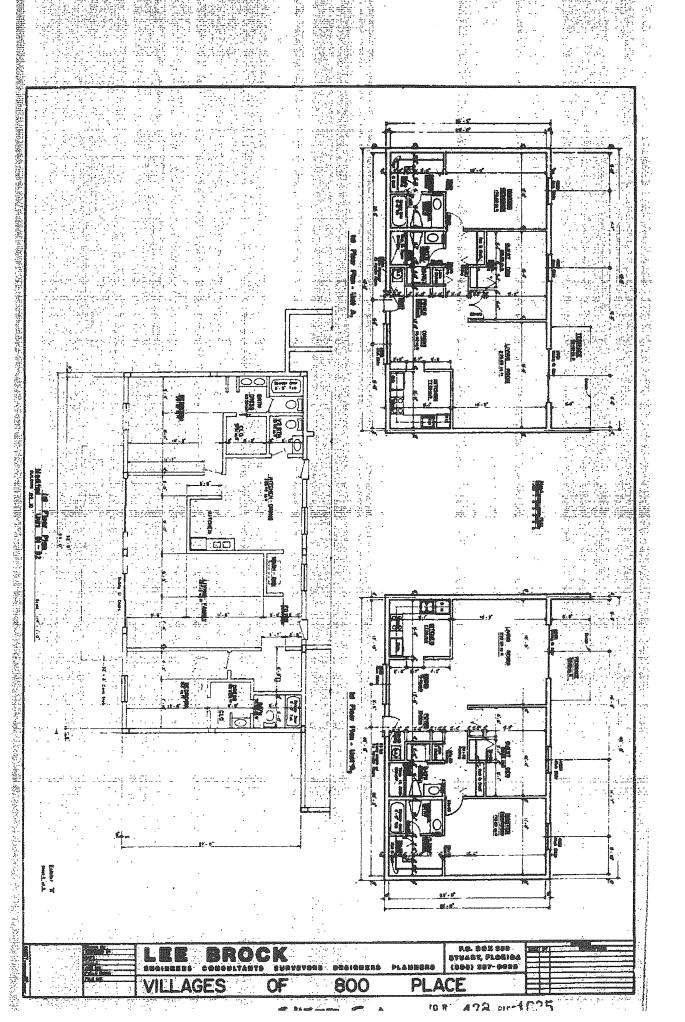
850k 438 PARE1632

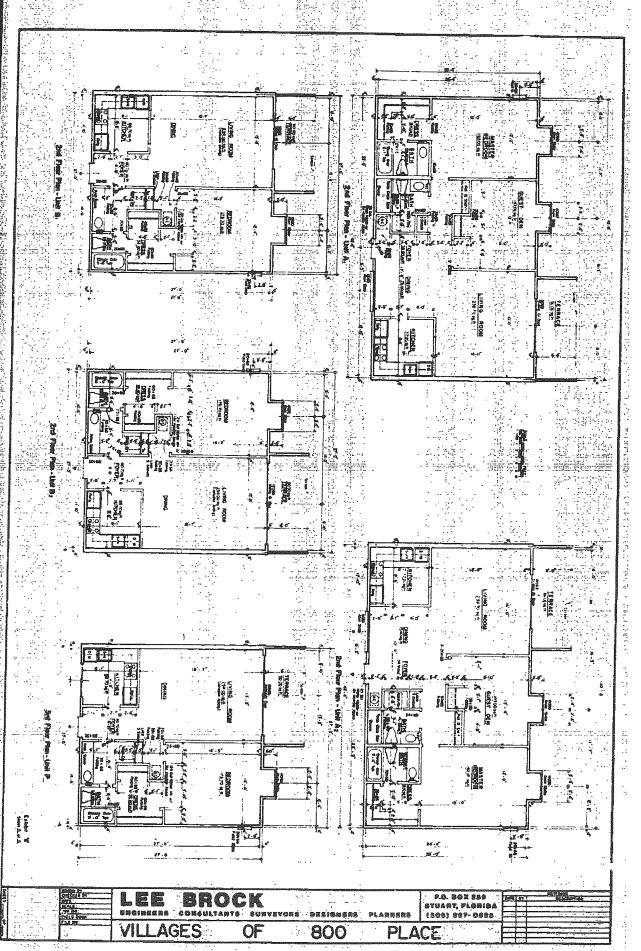


SHEET 3-A

0 R 4.73 PACT 6.7.7







SHEET 6-A

800k 438 PM 1635

EXHIBIT "B"

Amended and Restated Articles of Incorporation

Of

The Village of 800 Place Condominium Association, Inc. (A Corporation Not-for-Profit)

The purpose of this Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation as originally filed with the Department of State on July 17, 1975 and amended on December 29, 1976, January 3, 1977 and November 15, 2012 and recorded in the Martin County public records at Official Records Book 475, Page 536, et. seq., and amended at OR Book 412, Page 1846, et. seq. and OR Book 591, Page 1369, et. seq., and OR Book 2614, Page 521, et. seq.

Article I

The name of the corporation shall be: The Village of 800 Place Condominium Association, Inc., (hereinafter referred to as the "Corporation").

Article II

The purpose and objects of the Corporation shall be to administer the operations and management of the Condominiums established in accordance with the Condominium Act of the State of Florida, as amended, up and within the following described property situate, lying and being in Martin County, Florida, to-wit:

Begin at a concrete Monument located at the point where the Northerly Right-of-Way Line North Fork Road intersects the West Line of Government Lot 3, Section 32, Township 37 South, Range 41 East, and Point of beginning being the southeast corner of Lot 17, Block 28, Plat of North River Shores Subdivision, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, and said monument being 1631.97 feet south of the North line, of said Section 32; thence run S80°37'32" E, along the Northerly Right-of-Way Line of North Fork Road, a distance of 266.53 feet to a concrete monument; thence continuing along said Right-of-Way, run S35°19'32" E a distance 28.14 feet; thence, along the Northerly Right-of-Way Line of North Fork Road extension, run S80°37'32" E a distance of 404.03 feet; thence by curve to the left, on radius 1,116.28 feet; run a

distance of 107.75 feet, as measured along the arc, through central angle of 5°31′50"; thence run N0°02′03" E, a distance of 545.46 feet to a point on the South line of the North half of Government Lot 3, Section 32, Township 37 South, Range 41 East, that is 400 feet westerly of the Westerly Right-of-Way Line of U.S. Highway No. 1; thence, run N89°36′30" W, along said South Line, a distance of 786.56 feet to the Southwest corner of Lot 10 of said Block 28 of said subdivision; thence run S0°02′03" W, along the East lines of Lots 14 through 17 of said Block 28, a distance 406.01 feet to the Point of Beginning; containing 8.688 acres.

And to undertake the performance of the acts and duties incident to and administration of the operation and management of said Condominiums in accordance with the terms, provisions, conditions and authorizations contained in theses Articles of Incorporation, and which may be contained in the formal Declarations of Condominium recorded in the public records of Martin County, Florida, at the time said property, and the improvements situate thereon, were submitted to a plan of condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominiums; and further to foster a fine residential community known as The Village of 800 Place Condominiums located in Martin County, Florida, and in this respect to cooperate and deal with other Condominium Associations, if any, and entities to organization for the benefit of its members.

Article III

The Corporation shall have the following powers:

- 1. The Corporation shall have all of the powers and privileges granted to Corporations Not-for-Profit under the law pursuant to which this Corporation is chartered and pursuant to the Condominium Act as amended of the State of Florida,
- 2. The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:
 - (a) To make and establish reasonable rules and regulations governing the use of Apartment Units, Common Elements and Limited Common Elements in said Condominiums as said terms may be defined in said Declarations of Condominium.
 - (b) To buy, sell, lease, mortgage, or otherwise deal with any and all property, whether real, or personal.

- (c) To levy and collect assessments against members of the Corporation to defray the common expense of the Condominiums as may be provided in said Declarations of Condominium and in the By-Laws of this Corporation, including the right to levy and collect assessments for the purpose of acquiring, operating, leasing, managing, and otherwise trading and dealing with such property, whether real or personal, including Apartment Units in said Condominiums.
- (d) To maintain, repair, replace, operate and manage the Condominiums and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the Condominium property.
- (e) To contract for the management of the Condominiums and to delegate to such contractor all of the powers and duties of the Corporation except those which may be required by the Declarations of Condominium to have approval of the Board of Directors or Membership of the Corporation.

•

- (f) To enforce the provisions of said Declarations of Condominium, these Articles of Incorporation, the By-Laws of the Corporation, and the Rules and Regulations governing the use of said Condominiums as may be hereafter established.
- (g) To approve or disapprove the transfer, lease, mortgage and ownership of Apartment Units as may be provided by the Declarations of Condominium and By-Laws.
- (h) To deal with other condominium associations or representatives thereof on matters of mutual interest and to levy, collect and disburse funds from time to time as may be provided in the Declarations of Condominium and By-Laws for the maintenance, repair and replacement of property located within the lands herein described or elsewhere notwithstanding the fact that such property lies outside of the subject property.
- (i) To execute, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declarations of Condominium aforementioned.

Article IV

The qualifications of the members, the manner of their admission to membership and termination of such membership and voting by members shall be as follows:

1) The owners of Apartment Units in said Condominiums shall be members of the Corporation and no other persons or entities shall be entitled to membership.

- Apartment Unit, whether by conveyance, judicial decree or otherwise provided that such acquisition shall be approved in accordance with, and conformed to the provisions of, these Articles, and the Declaration of Condominiums and the By-Laws and the membership of any party shall be automatically terminated upon his being divested of all title to his entire fee ownership interest in any Apartment Unit, except nothing herein contained shall be construed as terminating the membership of any party who may own two or more Apartment Units, or who may own a fee ownership interest in Apartment Units, so long as such party shall retain title to or a fee ownership interest in any Apartment Unit.
- 3) The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Apartment Unit. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.
- 4) On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Apartment Unit, which vote may be exercised or cast by the owner or owners of each Apartment Unit in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any exercise or cast as many votes as he owns Apartment Units, in the manner provided by said By-Laws.

<u>Article V</u>

The Corporation shall have perpetual existence.

Article VI

The principal office of the Corporation shall be located at 800 North West Fork Road, Stuart, Florida 34994, but the Corporation may maintain offices and transact business in such places within or without the State of Florida as may from time to time be designated by the Board of Directors. Furthermore, the Board of Directors may from time to time relocate the aforesaid principal office.

Article VII

- 1) The Board of Directors shall consist of five (5) Directors. All Directors shall be members of the Corporation.
- 2) Directors of the Corporation shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and

vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws.

Article VIII

The affairs of the Corporation shall be managed by the officers in accordance with the By-Laws. The officers shall be appointed from time to time by the Board of Directors; appointment of the officers shall take place at the first Board meeting following the annual meeting of the Members of the Corporation, which officers shall serve at the pleasure of the Board of Directors.

Article IX

Every Director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been an Director or officer of the Corporation whether or not he is an Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Administration approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

Article X

The By-Laws of the Corporation may be altered, amended or rescinded in the manner provided by the By-Laws.

Article XI

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon vote of the majority of the Directors or by the members of the Corporation owning a majority of the Apartment Units in the Condominium administered hereby whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such Meeting stating the time and place of the Meeting and reciting the proposed Amendment or

Amendments in reasonably detailed form, which notice shall be mailed, electronically transmitted or presented personally to each member not less then ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears in the records of the Corporation and the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation whether before or after the holding of the Meeting shall be deemed equivalent to the giving of such notice to such member. At such Meeting the Amendment or Amendments proposed must be approved by an affirmative vote of a majority of those members of the Association, present and voting, at a duly convened meeting of the members in order for such Amendment or Amendments to become Thereupon, such Amendments or Amendments of these Articles of effective. Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with said Secretary of State a certified copy thereof shall be recorded in the public records of Martin County, Florida, within ten (10) days from the date on which the same are also registered. Meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such Meeting.

These Amended and Restated Articles of Incorporation for The Village of 800 Place Condominium Association, Inc. were approved by a majority of the Members present and voting, at a duly convened meeting on June 24, 2019.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this day of July 2019.

THE VILLAGE OF 800 PLACE

Trinted Name: Stepmanic Adams David Young, Presider

Printed Name: Madelwe M. Dures

WITNESSES AS TO PRESIDENT:

STATE OF FLO			
The foregoing instrument was acknowledged before me on July 22, 2019, by <u>David Young</u> , as President of The Village of 800 Place Condominium Association, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification:].			
Notarial Seal	KATHRYN A. KLUG Commission # GG 103932 Expires June 26, 2021 Bonded Thru Troy Fain Insurance 800-385-7019	Notary Public a-Kleig	
WITNESSES AS TO SECRETARY:		THE VILLAGE OF 800 PLACE CONDOMINIUM ASSOCIATION, INC.	
Printed Name: 5	Jaans Epocario Adams	By: Muthleen Johns, Secretary	
Printed Name:	Madeline m Jones	CORPORATE SEAL	
STATE OF FLOF			
The foregoing instrument was acknowledged before me on July 22, 2019, by Kathleen Johns, as Secretary of The Village of 800 Place Condominium Association, Inc. [] who is personally known to me, or [X] who has produced identification [Type of Identification:FLDL].			
Notarial Seal	KATHRYN A. KLUG Commission # GG 103932 Expires June 26, 2021 Bonded Thru Troy Fain Insurance 800-385-7019	Notary Public	

Exhibit "C" Amended and Restated By-Laws of

The Village of 800 Place Condominium Association, Inc. A Corporation Not for Profit Under the Laws of the State of Florida

The purpose of these Amended and Restated Bylaws is to continue the purpose of the original Bylaws recorded in the Martin County public records at Official Records Book 388, Page 2534, et. seq., and amended at OR Book 1646, Page 343, et. seq., and OR Book 2614, Page 517, et. seq.

In cases of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall govern and control. In case of govern and control.

I. IDENTITY

1. These are the By-Laws of The Village of 800 Place Condominium Association, Inc., a corporation not for profit, under the laws of the State of Florida, hereinafter call "Association". The Association has been organized for the purpose of administering the operation and management of the Condominiums to be established in accordance with the Condominium Act of the State of Florida, Chapter 718 of the Florida Statutes as amended from time to time (hereinafter referred to as the "Condominium Act") and pursuant to the Declaration of Condominiums upon the following described property situate, lying and being in Martin County, Florida, to-wit:

Begin at a concrete Monument located at the point where the Northerly Right-of-Way Line North Fork Road intersects the West Line of Government Lot 3, Section 32, Township 37 South, Range 41 East, and Point of beginning being the southeast corner of Lot 17, Block 28, Plat of North River Shores Subdivision, Section 6, Plat Book 3, Page 88, Public Records of Martin County, Florida, and said monument being 1631.97 feet south of the North line, of said Section 32; thence run S80°37'32" E, along the Northerly Right-of-Way Line of North Fork Road, a distance of 266.53 feet to a concrete monument; thence continuing along said Right-or-Way, run S35°19'32" E a distance 28.14 feet; thence, along the Northerly Right-of-Way Line of North Fork Road extension, run S80°37'32" E a distance of 404.03 feet; thence by curve to the left, on radius 1,116.28 feet; run a

distance of 107.75 feet, as measured along the arc, through central angle of 5°31′50"; thence run N0°02′03" E, a distance of 545.46 feet to a point on the South line of the North half of Government Lot 3, Section 32, Township 37 South, Range 41 East, that is 400 feet westerly of the Westerly Right-of-Way Line of U.S. Highway No. 1; thence, run N89°36′30" W, along said South Line, a distance of 786.56 feet to the Southwest corner of Lot 10 of said Block 28 of said subdivision; thence run S0°02′03" W, along the East lines of Lots 14 through 17 of said Block 28, a distance 406.01 feet to the Point of Beginning; containing 8.688 acres.

(said property to be hereinafter referred to as "The Village of 800 Place Condominium".)

- 2. The office of the Association shall be 800 North West Fork Road, Stuart, Florida, 34994, or such place as the Board of Directors may determine from time to time.
 - 3. The fiscal year of the Association shall be the calendar year.
- 4. The seal of the Association shall bear the name of the Association; the word "Florida" the words "Corporation Not For Profit", and the year of the incorporation.

II. MEMBERSHIP, VOTING, QUORUM, PROXIES

- 1. The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in "ARTICLE IV" of the Articles of Incorporation of the Association, the provisions of which said "ARTICLE IV" of the Articles of Incorporation are incorporated herein by reference.
- 2. A quorum at members' meetings shall consist of persons, present in person or by proxy, entitled to cast a majority of the votes of the entire membership.
- 3. The vote of the owners of an APARTMENT UNIT owned by one or more person or by a corporation or other entity shall be cast by the person named in the certificate signed by all the owners of the APARTMENT UNIT as filed with the Secretary of the Association, and such Certificate shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or for any other purpose. Provided, however, if the APARTMENT UNIT shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary and either spouse but not both, may vote in person or by proxy, unless prior to the meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall requirement set forth above shall apply.

- 4. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.
- 5. Approval or disapproval by the owner of an APARTMENT UNIT on any matters—whether or not the subject of an Association meeting—shall be by the same person designated in the above described Certificate.
- 6. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the APARTMENT UNITS represented at any duly called members' meeting at which a quorum is present shall be binding upon the Members.

III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

- 1. The annual members' meeting shall be held at the office of the Corporation at the time determined by the Board of Directors, on the third (3rd) Monday in March for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members.
- 2. Special Members' Meetings shall be held whenever called by the President, or Vice-President, or by majority of the Board of Directors and must be called by such Officers upon receipt of a written request from members of the Association owning not less than one-third (1/3) of the APARTMENT UNITS.
- Notice of all Members' meetings, regular or special, shall be given by the President, or Vice-President, or Secretary of the Association, or other Officer of the Association in the absence of such Officers, to each member, unless waived in writing; and such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days or more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed, electronically transmitted or presented personally to each member within said time, along with a posting at a conspicuous place on the condominium property a notice of the meeting at least fourteen (14) days prior to said meeting. If presented personally, receipt of such notice shall be signed by the Member, indicating the date on which said notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. If electronically transmitted, such notice shall be deemed to be properly given when transmitted to the electronic address provided by the member to the Association. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be

deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended the meeting may be adjourned from time to time until a quorum is present.

- At meetings of membership, the President shall preside or in his absence, the Vice-President shall preside, or in the absence of both, the membership
- The order or business at Annual Members' Meetings and as far as practical, at all other Members' Meetings shall be as follows:
 - (a) Appointment by chairman of Inspectors of election.

(b) Election of Directors.

- (c) Call of the roll and certifying of proxies.
- (d) Proof of notice of meeting or waiver of notice.
- (e) Reading of minutes.
- (f) Reports of Officers.
- (g) Reports of Committees.
- (h) Unfinished Business.
- (i) New Business
- (j) Adjournment.

IV. DIRECTORS

- The affairs of the Association shall be managed by a Board of five (5) Directors.
- Election of Directors shall be conducted in accordance with the Condominium Act and in the following manner:
- Election of Directors shall be held at the annual members' meeting.
- (b) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast as many votes as there are Directors to be elected, provided, however, there shall be no cumulative voting and each member may not cast more than one (1) vote for any person nominated as an Director.
- (c) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors except as to vacancies provided by the removal of Directors by members.
- (d) Any Director may be removed by concurrence of a majority of the votes of the entire membership by written agreement or at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

- (e) The terms of all Board members shall expire on the date of the annual meeting upon the election of their successors.
- 3. The organization 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 organization meeting shall be necessary.
- 4. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director in writing, personally, by mail, or electronic transmission, at least three (3) days prior to the day named for such meeting.

Meetings of the Board of Directors shall be open to all unit owners and notice of such meetings shall be posted conspicuously at least 48 hours in advance for attention of owners, except in the case of emergencies or as otherwise required by the Condominium Act.

- 5. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of a majority of the Directors. Not less than three (3) days notice of the meetings shall be given to each Director in writing, personally by mail, or electronic transmission, which notice shall state the time, place and purpose of the meeting.
- 6. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed to be equivalent to the giving of notice.
- 7. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation, or these Bv-Laws.
- 8. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, from time to time, until a quorum is present. In no event may any business be transacted by less than a quorum.
- 9. The presiding officer of Directors' meetings shall be the President; and if absent, the Vice-President shall preside. In the absence of such presiding officer, the Directors present shall designate one of their number to preside at such meeting.
 - 10. The order of business at Director's meetings shall be as follows:

(a) Calling of roll.

(b) Proof of due notice of meeting.

(c) Reading of Minutes and disposal of any unapproved Minutes

(d) Reports of Officers and Committees.

- (e) Election of Officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.
- All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, representatives appointed by the Board of Directors, its agents, contractors or employees, subject to approval by the members only when such approval is specifically required by appropriate documents, subject always to the power of the Board of Directors to delegate its duties and functions to a managing agent or firm, as provided in the Articles
- Minutes of all meetings of unit owners and of all Board of Directors 12. shall be kept in a business-like manner and available for inspection by unit owners and Board members at all reasonable times.

V. OFFICERS

- The executive officers of the Association shall be a President, who shall be a Director; Vice-President, who shall be a Director; a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may peremptorily be removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be a Secretary. The Board of Directors shall, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the
- The President shall be the chief executive officer of the Association. 2. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, deem appropriate, to assist in the conduct of the affairs of the Association.
- The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President as shall be prescribed by the Directors.
- The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and the Directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to instruments

requiring a seal, when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Directors or President.

- 5. The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of the Treasurer.
- 6. The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association; neither shall it preclude the contracting with a Director, or a person, firm or entity with which a Director is associated, for the management of the Condominiums.

VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association, set forth in the Declaration of Condominium and Articles of Incorporation, shall be supplemented by the following provisions:

- 1. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each APARTMENT UNIT. Such an account shall designate the name and address of the owner or owners; the amount of each assessment against the owners; the dates and amounts in which assessments come due; the amounts paid upon the account, and the balance due upon the assessments. Said accounting books shall be open to inspection by unit owners at all reasonable times.
- 2. The Board of Directors shall adopt a consolidated budget and the Assessment Notice for each calendar year which shall contain the following items:
- (a) Common Expenses Budget, which shall include the estimated amounts necessary for the maintenance, repair, replacement, and operation of Common Elements and Limited Common Elements within the Condominiums in the condition and according to the design substantially similar to that established by expense, utility costs, casualty and liability insurance and administration; and operating and replacement reserve; and depreciation.
- (b) Proposed Assessments to be levied against each member to cover the foregoing budget.
- (c) Betterments; which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the Common Elements; provided, however, that in the expenditure of this fund

no sum in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall be expended for a single item or purpose without approval of the members of the Association.

- The unit owners shall be given written notice by mail, personal delivery or electronic transmission at least fourteen (14) days prior to such meeting as the Board of Directors may designate for adopting the annual consolidated budget, and said meeting shall be open to all unit owners. Unit owners shall be supplied with a copy of the proposed consolidated budget not less than fourteen (14) days prior to said meeting. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of 10 % of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any or all members of the Board of Directors and elect their successors. The revision of the budget or the recall of any or all of the members of the Board of Directors shall require a vote of not less than a majority of their whole number. Such budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth, nor shall the Board of Directors be recalled under the terms of this section.
- transmitted to each member on or before January 1st of the year for which same has been prepared. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each member concerned therewith. Delivery of a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of said budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessment levied pursuant thereto; and nothing herein contained shall be construed as restricting the right of the Board of Directors, at originally adopted shall appear to be insufficient to pay costs and expenses for operation and management, or in the event of emergencies.
- 5. The Board of Directors shall determine the method of payment of such assessments and due date thereof and shall notify the unit owners (members) thereof. In any event, assessments shall be made against unit owners not less frequently than quarterly, in the amounts no less than are required to provide funds, in advance, for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.
- 6. The Depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors, and in which monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks, signed by two (2) persons authorized by the Directors.

- 7. A financial report for the preceding fiscal year shall be prepared and a copy thereof furnished to each member as required by the Condominium Act.
- Act for all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be as required by the Condominium Act. The premiums on such bonds shall be paid by the Association.
- 9. No unit owner, except as an officer of the Association, shall have any authority to act for the Association.

VII. PARLIAMENTARY RULES

Robert Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or with the statutes of the State of Florida.

VIII. INSURANCE

A copy of each insurance policy obtained by or for the Association shall be made available for inspection by unit owners at all reasonable times.

In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability, and they shall have the right to intervene and defend.

IX. AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

- 1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association or upon vote of the majority of the owners of APARTMENT UNITS in the Condominiums whether meeting as members or by instrument, in writing, signed by them.
- 2. Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer or the Association in the absence of the President, who shall, thereupon, call a special Joint Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as the notice of the call of a Special Meeting of the members is required, as herein set forth.

- 3. In order for such amendment or amendments to become effective, the same shall be approved by an affirmative vote of a majority of those members of the Association, present and voting, at a duly convened meeting of the members. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Martin County, Florida within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.
- 4. At any meeting held to consider such amendment or amendments to the By-laws, written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

WE HEREBY CERTIFY that the foregoing Amended and Restated By-Laws of The Village of 800 Place Condominium Association, Inc. were duly adopted by an affirmative vote of a majority of those members, present and voting, at the duly convened meeting of the members held on June 24th, 2019.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 22nday of July 2019.

WITNESSES AS TO PRESIDENT:

THE VILLAGE OF 800 PLACE CONDOMINIUM ASSOCIATION, INC.

By:

DAVID HOUNG, President

With Manual Man

Notarial Seal

WITNESSES AS TO SECRETARY:	THE VILLAGE OF 800 PLACE CONDOMINIUM ASSOCIATION, INC.
Printed Name: Sephanic Adams	By: Keekleen John
Madelin M. Jones Printed Name: Madeline M. Jones	CORPORATE
STATE OF FLORIDA COUNTY OF MARCON	SEAL
The foregoing instrument was acknowled by Kathleen Johns, as Secretary of Association, Inc. [] who is personally knowledge identification [Type of Identification: FL DC	edged before me on <u>July 22</u> , 2019, The Village of 800 Place Condominium own to me, or [X] who has produced].
Notarial Seal	Notary Public a-Klug
KATHRYN A. KLUG Commission # GG 103932 Expires June 26, 2021 Bonded Thru Troy Fain Insurance 800-385-7019	