

This instrument was prepared by:  
Jane L. Cornett, Esquire,  
BECKER & POLIAKOFF, P.A.  
401 SE Osceola Street, First Floor  
Stuart, Florida 349994

**CERTIFICATE OF AMENDMENT  
TO  
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF NETTLES ISLAND, INC., A CONDOMINIUM  
AND  
THE AMENDED AND RESTATED BYLAWS  
OF  
NETTLES ISLAND, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Amended and Restated Declaration of Condominium of Nettles Island, Inc., a Condominium, as recorded in Official Records Book 1956, at Page 1750 of the Public Records of Saint Lucie County, Florida, and The Amended and Restated Bylaws of Nettles Island, Inc., as recorded in Official Records Book 1956, at Page 1804 of the Public Records of Saint Lucie County, Florida, were duly adopted in the manner provided in the governing documents of the Association, at the Annual Meeting held on February 18, 2017.

IN WITNESS WHEREOF, we have affixed our hands this 3 day of February, 2017.

**WITNESSES:**

**NETTLES ISLAND, INC.**

Eileen J. Eschback  
Print Name: Eileen J. Eschback  
Patricia Linan  
Print Name: Patricia Linan

By: Janice McLaughlin  
Janice McLaughlin, President

**STATE OF FLORIDA**

**COUNTY OF SAINT LUCIE**

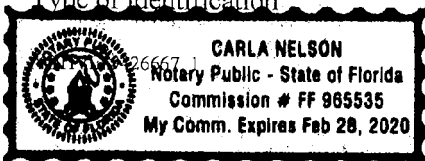
The foregoing instrument was acknowledged before me this 3 day of February, 2017, by Janice McLaughlin, as President of Nettles Island, Inc., a Florida not-for-profit corporation.

Personally Known  - OR -  
Produced Identification

**NOTARY:**

Carla Nelson  
Print Name: Carla Nelson  
My Commission Expires: 2/28/2020

Type of Identification



**AMENDMENTS  
TO  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF  
NETTLES ISLAND, INC., A CONDOMINIUM  
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AMENDED AND RESTATED BYLAWS  
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NETTLES ISLAND, INC.**

**NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.**

**1. Amendment to Article 8, "Additions, Alterations or Improvements by the Association", of the Amended and Restated Declaration of Condominium, as follows:**

**8. Additions, Alterations or Improvements by the Association.** Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements), ~~the~~ the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by two-thirds (2/3) of the Units represented at a meeting at which a quorum is attained.

In addition, notwithstanding the foregoing to the contrary, the Association Board of Directors, upon approval of a majority of the Board, may erect and/or remove fencing on the Common Elements as necessary or desirable, as determined by the Board of Directors from time to time.

**2. Amendment to Article 16, "Occupancy and Use Restrictions", Section 16.1, subsection 16.1.3, paragraph (d) of the Amended and Restated Declaration of Condominium, as follows:**

3. An easement five (5) feet in width is reserved along the rear lot line of each unit in the condominium for the installation and maintenance of utility service, and it is understood that such easement may be used for such installation and maintenance as the case may be.

Each new dwelling must be contained within the following setbacks:

- (a) Left (screen room side) setback is eight (8) feet from your structure to your lot line. However, notwithstanding the foregoing to the contrary, for corner lots, the left setback may be no less than five (5) feet from your structure to the street if permitted by St. Lucie County.
- (b) Right setback is zero (0) feet from your structure to your lot line, However, you must have a rain gutter installed, the gutter cannot empty

onto your neighbor's property and it cannot infringe on your neighbor's airspace.

- (c) Rear setback is five (5) feet from your structure to your lot line. This area is an easement for utilities and cannot be permanently covered; provided, however, that an owner may install an air conditioner, air conditioner platform, 4' x 4' landing, steps and/or a ramp within said easement area upon approval by the Association and the issuance of all applicable permits. In no way can these structures encroach upon the seawall, including, but not limited to, passing on, over, or through the seawall or by adding weight to the seawall bulk head. In addition, the owner will be responsible for the removal and/or reinstallation of said structures, including the costs for such removal or reinstallation, in the event the structure(s) must be removed to gain access for the maintenance, repair, and/or replacement of the utilities on, near or below such structures.
- (d) Front setback is ten (10) feet from your structure to your lot line. This area must be kept open; provided, however, the owner may install an air conditioner, air conditioner platform, 4'X4' landing, steps and/or ramp within the easement area upon approval by the Association pursuant to the Association's governing documents and the issuance of all applicable permits. The above equipment cannot interfere with the two 18'X8' required parking spaces.

**3. Amendment to Article 16, "Occupancy and Use Restrictions", Section 16.1, amending sub-section 16.1.3, creating paragraph (e), of the Amended and Restated Declaration of Condominium, as follows:**

3. An easement five (5) feet in width is reserved along the rear lot line of each unit in the condominium for the installation and maintenance of utility service, and it is understood that such easement may be used for such installation and maintenance as the case may be.

Each new dwelling must be contained within the following setbacks:

\* \* \*

- (e) No portion of a Recreational Vehicle, Detached Single-Family Residence or Manufactured Home may encroach into any required setback. However, a deck, bay window, tip out, awning, unsupported roof overhang and/or porch may hang over and extend into the setback area (except the zero [0] lot line setback) a maximum of twelve (12) inches.

**4. Amendment to Article 4, Section 4.3, "Designation of Voting Members" of the Amended and Restated Bylaws, as follows:**

**4.3 Designation of Voting Members.** ~~If a condominium unit is owned by one (1) person then his right to vote shall be established by his deed. If a condominium is owned by more than one (1) person and they are a married couple, then either party may cast the vote. If a condominium unit is owned by more than one (1) person and they are not a married couple, then they must provide to the Association a Designation of Voting Member. The form for such designation shall be as approved by the Board of Directors from time to time. The person named in the Voting Certificate shall be the only person entitled to vote for that unit. If a voting certificate is not on record, but is required under this provision, that unit shall not be entitled to vote nor shall it be counted towards establishment of a quorum at any meeting. Voting certificates are not required. If a condominium unit is owned by one (1) person, then the person's right to vote shall be established by his or her deed to the unit. If a unit is owned by multiple individuals, any record Owner may vote on behalf of the unit. If a unit is owned by a corporation, any officer may vote on behalf of said corporation. If a unit is owned by a partnership, any general partner may vote on behalf of the partnership. If a unit is owned in trust, any trustee of a trust shall be entitled to vote. If a unit is owned by a limited liability company, any member or manager may vote on behalf of the limited liability company. Any person on behalf of a corporation, limited liability company, or other business entity with apparent authority to assert the right to vote on behalf of a unit shall be conclusively presumed to be entitled to vote on behalf of the unit. If multiple Owners or entity representatives of a unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. No individual may cast a vote assigned to a unit in which the voting rights assigned to the unit are suspended pursuant to the terms of the condominium documents and/or Florida Law.~~