

This instrument was prepared by:  
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BECKER & POLIAKOFF, P.A.  
1850 Fountainview Boulevard, Suite 103  
Port Saint Lucie, Florida 34986

COPY

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

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Nettles Island, as recorded in Official Records Book 1956, at Page 1750 of the Public Records of Saint Lucie County, Florida, and the Bylaws of Nettles Island, Inc., an Exhibit to the Declaration of Condominium, were duly adopted in the manner provided in the governing documents of the Association, at the Annual Meeting held on February 19, 2011.

IN WITNESS WHEREOF, we have affixed our hands this 18 day of March, 2011.

**WITNESSES:**

Diane M. Franze  
Print Name: DIANE M. FRANZE  
Carla Nelson  
Print Name: Carla Nelson

**NETTLES ISLAND, INC.**

By: William Cates  
William Cates, President

STATE OF FLORIDA  
COUNTY OF SAINT LUCIE

The foregoing instrument was acknowledged before me this 18 day of March, 2011, by William Cates, as President of Nettles Island, Inc., a Florida not-for-profit corporation.

Personally Known  - OR -  
Produced Identification   
Type of Identification \_\_\_\_\_

**NOTARY:**

Carla Nelson  
Print Name: Carla Nelson  
My Commission Expires: March 16, 2013

ACTIVE: 3263949\_1



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

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

**1. *Amendment to Article 16, Section 16.1, subsection 3, and to add a new subsection 4, 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.

**4. Vehicle and Parking Requirements**

- (a) Parking Spaces - All new construction will be required to provide for Two (2) 18' X 8' contiguous parking spaces.
- (b) The parking spaces can either be side by side or front to back.
- (c) The parking spaces can be under the dwelling, provided all construction meets Federal, State, and County building requirements.
- (d) ~~No parking will be permitted in any side or rear setback areas. No parking will be permitted in the rear setback area.~~
- (e) No parking will be permitted in the side setback area, with the following exceptions:

1. The first eight (8) feet for one (1) battery operated golf cart only; total area must be paved with pavers;
2. Have written permission from the Board of Directors prior to January 1, 2009; and
3. For corner properties, the area from the structure to the street.

2. ***Amendment to Article 5, Section 5.1 of the Amended and Restated Bylaws, as follows:***

5.1 Directors-Numbers and Terms. The affairs of the Association shall be governed by a Board of nine (9) directors, ~~who are each elected for three (3) years terms~~ Commencing with the Annual Meeting and Election of Directors in 2012, Directors shall be elected for staggered terms of two (2) years. To accomplish staggered terms, the following election procedures shall apply to the election of nine (9) directors by members at the 2012 Annual Meeting and Election of Directors. The four (4) directors receiving the highest number of votes shall be elected for a two (2) year term. The five (5) remaining directors shall be elected for a one (1) year term. Thereafter, all Directors elected in each election subsequent to the 2012 Annual Meeting and Election of Directors shall be five (5) Directors, and the four candidates receiving the most votes shall serve a two (2) year term and the remaining candidate shall serve a one (1) year term. Each Director shall serve until a successor is duly elected and qualified, or until he or she is removed in a manner elsewhere provided. All members of the Board of Directors must be unit owners or spouses of unit owners. Directors shall serve without compensation.