

Record and Return to:  
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P.O. Box 2401  
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=====THIS SPACE FOR RECORDER'S USE=====

**SECOND AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
NETTLES ISLAND, INC., A CONDOMINIUM**

This Second Amended and Restated Declaration of Nettles Island, Inc., a Condominium, was approved by the unit owners and members at a duly called meeting of the members held on February 15, 2025, in St. Lucie County, Florida. By virtue of adoption of this Second Amended and Restated Declaration, the unit owners hereby declare:

1. **Introduction and Submission:**
  - 1.1 **The Land.** The unit owners are all the fee title owners of certain land located in St. Lucie County, Florida, as more particularly described in Exhibit "1" attached hereto (the "Land").
  - 1.2 **Resubmission Statement.** By the recording of this Second Amended and Restated Declaration, the unit owners hereby resubmit the land and all improvements erected thereon and all other property, real, personal or mixed, and all access easement rights and benefits, now or hereafter situated on or within, or benefiting, the Land to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as amended from time to time.
  - 1.3 **Name.** The name by which this condominium is identified is NETTLES ISLAND, INC., A CONDOMINIUM (hereinafter called the "Condominium").
2. **Definitions.** The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:
  - 2.1 **"Act"** means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as may be hereafter renumbered.
  - 2.2 **"Articles" or "Articles of incorporation"** means the Articles of Incorporation of the Association, as amended from time to time.
  - 2.3 **"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.
  - 2.4 **"Association" or "Condominium Association"** means NETTLES ISLAND, INC., a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.
  - 2.5 **"Association Property"** means the property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.
  - 2.6 **"Building"** means the structure(s) on the Units and the Common Elements, regardless of

the number of such structures, which are located on the Condominium Property.

- 2.7 **"By-Laws"** mean the By-Laws of the Association, as amended from time to time.
- 2.8 **"Common Elements"** mean and include:
  - (a) The portions of the Condominium Property that are not included within the Units.
  - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility, wastewater treatment and other services to Units and the Common Elements.
  - (c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements, provided that such property and installations are located within the Condominium Property.
  - (d) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- 2.9 **"Common Expenses"** mean all expenses incurred by the Association for the Condominium and charges assessed or imposed against Units in the Condominium by the Association. If approved by the Board of Directors, "Common Expense" shall also include the cost of mangrove trimming and the cost of a master antenna system or duly franchised cable television service obtained pursuant to a bulk contract. For all purposes of this Declaration, "Common Expense" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended, but shall not include any separate obligations of individual Unit Owners.
- 2.10 **"Common Surplus"** means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 2.11 **"Condominium Parcel"** means a Unit together with the undivided share in the Common Elements, which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.12 **"Condominium Property"** means the land, improvements and other property described in Section 1.1 hereof, subject to the limitations thereof and exclusions therefrom.
- 2.13 **"County"** means the County of St. Lucie, State of Florida.
- 2.14 **"Second Amended and Restated Declaration", "Declaration" or "Declaration of Condominium"** means this instrument, as it may be amended from time to time.
- 2.15 **"Detached Single-Family Site Built Residence"** means an individual dwelling unit not physically connected to any other dwelling unit and that is designed to be occupied by no more than one family, living as a separate household unit and constructed according to applicable Florida Building Code requirements.
- 2.16 **"Improvements"** mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings.
- 2.17 **"Institutional First Mortgagee"** means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United

States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Units to which at least fifty-one percent (51 %) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

- 2.18 **"Manufactured Home"** means a building transportable in one or more sections that is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities, as further described in St. Lucie Development Code Section 6.05.00 and per St. Lucie Land Development Code 6.05.03 (D)(1) and D(2).
- 2.19 **"Limited Common Elements"** means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in the Declaration, as amended from time to time.
- 2.20 **"Primary Institutional First Mortgagee"** means the Institutional First Mortgagee that owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.
- 2.21 **"Recreational Equipment"** means a boat, personal watercraft, trailer and items on trailers, utility trailers, and similar vehicles or items.
- 2.22 **"Recreational Vehicle"** means any vehicle-type unit not primarily designed for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use and that either has its own mode of power or is mounted on or propelled by another vehicle as defined in Section 320.01, Florida Statutes. In addition, as used in St. Lucie Land Development Code Section 6.05.00 (as may be amended from time to time), a recreational vehicle is a vehicle that is built on a single chassis, measures four hundred (400) square feet or less when measured at the largest horizontal projection; and is designed to be self-propelled or permanently towable by a truck. Per St. Lucie Land Development Code 6.05.03(D)(3)(a, b, c).
- 2.23 **"Unit"** means a part of the Condominium Property that is subject to exclusive ownership.
- 2.24 **"Unit Owner" or "Owner of a Unit" or "Owner"** means the Owner of a Condominium Parcel according to the Public Records of the County.
- 2.25 **"Vehicle"** means an automobile, motorcycle, passenger truck (SUV or Pickup) that can be legally operated on public roads or a golf cart that can be operated on Nettles Island private roads.

Unless the context otherwise requires, any capitalized term not defined but used herein which is defined in the Master Declaration shall have the meaning given to such word or words in such documents.

### 3. **Description of Condominium.**

- 3.1 **Identification of Units.** The units are identified in the attached drawings and charts as Exhibit "2".

There shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the

Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

3.2 **Easements.** The following easements are hereby created (in addition to any easements created under the Act):

- (a) **Utility and Other Services, Drainage.** Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and security systems, and other services and drainage in order to serve the Condominium.
- (b) **Encroachments.** If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.
- (c) **Ingress and Egress.** A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.
- (d) **Additional Easements.** The Association, by and through the Board of Directors on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.
- (e) **Easements in Plat.** All easements reflected in the plat as recorded in the St. Lucie County public records.
- (f) **Easement on Lots.** An easement five (5') feet in width is reserved along the rear lot line of each unit in favor of the Association and utility providers for the purpose of maintenance, access and/or utility service.

4. **Ownership of Common Elements and Common Surplus and Share of Common Expenses: Voting Rights.**
- 4.1 **Percentage Ownership and Shares.** The undivided interest in the Common Elements and Common Surplus, and the fractional share of the Common Expenses, appurtenant to each Unit, is as set forth on Exhibit "3" attached hereto and made a part hereof.
- 4.2 **Voting.** Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.
5. **Ruling Authority of Documents.** In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable Rules and Regulations, the Articles of Incorporation shall take precedence over the By-Laws and applicable Rules and Regulations, and the By-Laws shall take precedence over applicable Rules and Regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits, if any, to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.
6. **Amendments.** Except as elsewhere provided herein, amendments may be effected as follows:
- 6.1 **By The Association.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one third (1/3) of the members of the Association. Except as elsewhere provided, approvals of proposed amendments must be by affirmative vote of Unit Owners owning in excess of 66 2/3% of the Unit present and voting at a duly called meeting of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting.
- 6.2 **Execution and Recording.** An amendment shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.
- 6.3 **Proviso.** Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) thereof, all record owners of mortgages or other liens thereon and the Owners of a majority of all other Units, shall join in the execution of the amendment.
- No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision ... for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

7. **Maintenance and Repairs.**

7.1 **By Unit Owner.** Except as otherwise expressly provided to the contrary herein, each Unit Owner shall be responsible for the maintenance, repair and replacement of the entire structure (or structures) on the Unit lying within the boundaries of the Unit, the cost of which shall be at the Unit Owner's sole cost and expense.

7.2 **By Association.**

(a) **Common Elements.** Except as otherwise expressly provided to the contrary herein, the Association shall be responsible for the maintenance, repair and replacement of all of the Common Elements and Limited Common Elements as defined herein, the cost of which shall be charged to all Unit Owners as a Common Expense. Each Unit Owner shall promptly report to the Manager or (if no Manager) the Board of Directors of any defect or need for repairs for which the Association is responsible.

(b) **Unit Owner Negligence.** If the Association incurs any maintenance or repair costs because of the willful or negligent act or omission of any Owner or occupant or their family members, guests, or pets, the Association shall charge the cost to the Owner of the Unit responsible and may levy a reimbursement assessment.

7.3 **Limited Common Elements.**

7.3.1. **Seawall and Bulkhead.** The seawall and bulkhead adjacent to the uplands appurtenant to a water front Unit are hereby designated as Limited Common Elements for the exclusive use of the Unit to which such seawall and bulkhead is appurtenant. The Association shall be responsible for the maintenance, repair and replacement of the seawall and bulkhead, and maintains the right to access the seawall and bulkhead for inspections, repairs, replacement, or maintenance. Use of a portion of the seawall and/or bulkhead will be limited to the reasonable use and enjoyment by the Unit Owner and/or other occupants, guests and invitees of the upland Unit at their own risk, and the Unit Owner assumes the risk of such use. The seawall and/or bulkhead may not be modified or altered by any Unit Owner for any purpose. Notwithstanding the foregoing to the contrary, this sub-section 7.3.1 does not apply to any portions of the Common Elements intended to be accessible by the membership in general, including but not limited to areas adjacent to the causeway, area between the Grand canal and the recreation hall, the area near the West Canal within Section 1 of the Condominium Property adjacent to Units 2049, 2067 and 2068, and the area on the South perimeter of the Condominium Property adjacent to Units 1275, 1276, 1287, and 1288.

7.3.2. **Canals; Docks.** The Buildable Portions of an interior man-made canal adjacent to any particular water front Unit are hereby designated as Limited Common Elements, for the purpose of allowing exclusive use by the upland Unit Owner for the building, maintaining and utilizing of a dock and/or boat mooring structure. For purposes of this Sub-section 7.3.2, the phrase "Buildable Portions" shall mean and refer to the area between the two rear property boundaries for a particular water front Unit, extending not more than the maximum number of feet permitted herein toward the center of the canal on all interior canals. For determining the maximum number of feet permitted, the dock and/or boat mooring structure may only extend up to a point in which twelve and one-half (12 ½) feet on each side of the original center point of the canal, or fifty (50) feet in the case of the Grand Canal, remain unobstructed, so as to maintain for navigational purposes a total of twenty-five (25) feet centered evenly on the original center point of the canal, or one hundred (100) feet in the case of the Grand Canal, as unobstructed, unless a shorter length is required by

any applicable governing body. Any such docks or boat mooring structures will be exclusively used, maintained, and repaired by the upland Unit Owner at the Unit Owner's expense and the upland Unit Owner shall indemnify and hold the Association harmless for property and/or bodily damages attributable to all such structures designated for the water front Unit. No structure may be affixed, attached, or supported in any way by the adjacent seawall and bulkhead, except electric and water conduits to docks and/or boat lifts, and only upon prior approval by the Association. All construction, maintenance, repairs and/or replacement of any dock and/or boat mooring structure must be approved by the Association, and must be in accordance with the Declaration, the Association's rules and regulations, and all applicable laws, codes and ordinances, as may be amended from time to time.

In the event the Association or its designee, or any governmental authority having jurisdiction, determines that it is necessary to perform any maintenance of any kind on the underlying canals, the seawall, bulkhead and/or utilities, and such maintenance necessitates the removal of a Unit Owner's dock, boat mooring structure, or any other Unit Owner's or other person's obstructions in the setback areas, the Association will provide written notice to the Unit Owner of the need for such repairs and a projected date for when the Association intends to perform the work, and Unit Owner shall remove such dock or boat mooring structure at the Unit Owner's expense within a reasonable time upon notice from the Association or applicable governmental agency, and such Unit Owner will be responsible for reinstalling such docks and/or boat mooring structures upon the completion of the Association's or governmental agency's maintenance to the applicable canal, seawall, bulkhead and/or utilities. If a Unit Owner fails to, or refuses to, remove a dock or boat mooring structure, or any other Unit Owner's or other person's obstructions in the setback areas, within a reasonable time prior to when the Association planned to perform the intended maintenance, or if a Unit Owner and the Association mutually consent to have the Association or its designee remove and/or reinstall the dock or boat structure, then the Association or its designee may remove and, in the Association's sole discretion, reinstall the dock or boat structure without further notice to the Unit Owner, at the Unit Owner's sole cost and expense. Any costs incurred by the Association in removing and/or reinstalling a dock or boat structure shall be a lien against the Unit and collectible from the Unit Owner in the same manner as collecting assessments as provided for in the Declaration or other governing documents of the Association.

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 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. Furthermore, notwithstanding any of the foregoing to the contrary, the Association Board of Directors may proceed with any replacements, alterations and/or modifications as to color, texture, type and/or materials of the roofing, siding, floor coverings, wall coverings, ceiling coverings, furniture, fixtures, equipment, mechanical items, and/or appliances located on the Common Elements upon approval by a majority of the Board of Directors from time to time.

9. **Additions, Alterations or Improvements by Unit Owners.** No Unit Owner shall make any addition, alteration or improvement in or to: (i) the Common Elements, (ii) his Unit if that requires a building permit or licensed contractor, or (iii) his Unit that might have an effect on the Common Elements without the prior written consent of the Board of Directors, provided that the installation of hurricane

shutters shall be governed by Section 30 hereof. The request of the Unit Owner shall be in writing to the Board of Directors and include drawings and specifications defining the proposed addition, alteration or improvement. The Board may require that an architect and/or a licensed engineer prepare the drawings and specifications. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, liens protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and its Board of Directors and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

10. **Operation of the Condominium by the Association: Powers and Duties.**

10.1 **Powers and Duties Authority.** The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in this Amended Declaration, the By-Laws and Articles of Incorporation of the Association, as amended from time to time, as well as those specified by the Act and Florida Statute 617, the Corporation Not-for-profit law. All powers and duties shall be exercised by the Board of Directors except when a vote of the membership is required by these documents or the Act.

10.2 **Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9 hereof.

10.3 **Approval or Disapproval of Matters.** Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

11. **Determination of Common Expenses and Fixing of Assessments.** The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By- Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by law and not lawfully waived) the operation, maintenance, repair and replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By- Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities,

to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted in a manner consistent with the provisions of the By-Laws.

12. **Collection of Assessments.**

12.1 **Liability for Assessments.** A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

12.2 **Default in Payment of Assessments for Common Expense.** Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective as of the date of the recording of this Declaration and shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgement for the unpaid Assessments without waiving any claim of lien. The right to bring an action includes the right to purchase the unit at a foreclosure sale, by decision of the Board of Directors.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days prior written notice to the applicable Unit Owner, the Association may declare the next twelve (12) months of Assessment installments to be accelerated and shall be due and payable upon the recording of the claim of lien for same. In the event that the amount of such installments changes during the twelve (12) month period, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

12.3 **Notice of Intention to Foreclose Lien.** No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search

and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

- 12.4 **Appointment of Receiver to Collect Rental.** If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.
- 12.5 **First Mortgagee.** In the event a first mortgagee or other purchaser shall obtain title to a Unit as a result of foreclosure of a mortgage thereon, or as a result of a deed given in lieu of foreclosure or in satisfaction of debt, such first mortgagee shall be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure or in satisfaction of debt. However, the first mortgagee's liability as aforesaid shall not exceed (i) assessments for a period of more than twelve (12) months prior to acquisition of title or (ii) one percent (1%) of the original mortgage debt, whichever is less.
- Any assessments that cannot be collected by virtue of the foregoing paragraph shall be deemed a Common Expense payable by all of the Unit Owners.
- 12.6 **Certificate of Unpaid Assessments.** Within fifteen (15) days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Unit Owner with respect to his Unit. Any person other than the Unit owner who relies upon such certificate shall be protected thereby.
- 12.7 **Installments.** Regular Assessments shall be collected monthly or quarterly (as determined by the Board of Directors), in advance.
13. **Insurance.** Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:
- 13.1 **Purchase, Custody and Payment.**
- (a) **Purchase.** All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
  - (b) **Approval.** Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance, if requested thereby.
  - (c) **Named Insured.** The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insurers.
  - (d) **Custody of Policies and Payment of Proceeds.** All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

- (e) **Copies to Mortgagees.** One copy of each insurance policy, or a certificate evidencing such policy and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- (f) **Personal Property and Liability.** Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

13.2 **Coverage.** The Association shall maintain insurance covering the following:

- (a) **Casualty.** The Buildings and all improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, if reasonably available, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
  - (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;
  - (ii) Reconstruction expenses caused by intervening changes in laws, codes, ordinances or regulations; and
  - (iii) Such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- (b) **Liability.** Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 per occurrence with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa, if reasonable available.
- (c) **Worker's Compensation** and other mandatory insurance, when applicable.
- (d) **Flood Insurance** if the Board of Directors so elects.
- (e) **Fidelity Insurance** As required by the Act, covering all persons who collect, control or disburse Association funds. Such insurance to be in an amount sufficient to cover the maximum funds (both operating and reserve) in the custody of the Association at any time as required by the Florida Statutes.
- (f) **Association Property.** Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above

to all Association Property, where such coverage is available.

- (g) **Such Other Insurance** as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, a committee of the Board of Directors or members of any such committee, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association shall have the following endorsements: (i) agreed amount and inflation guard, and (ii) steam boiler coverage (providing at least \$50,000 coverage for each accident at each location), if applicable.

- 13.3 **Additional Provisions.** All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 13.4 **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 13.5 **Insurance Trustee; Share of Proceeds.** All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida, one or more of the Directors or Officers of the Association, a certified public accountant or an attorney. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:
- (a) **Insured Property.** Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.

- (b) **Optional Property.** Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- (c) **Mortgagees.** No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.
- 13.6 **Distribution of Proceeds.** Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:
- (a) **Expenses of the Trust.** All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.
- (b) **Reconstruction or Repair.** If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
- (c) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 13.5 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
- (d) **Certificate.** In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.
- 13.7 **Association as Agent.** The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.
- 13.8 **Unit Owners Personal Coverage.** Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.
- 13.9 **Benefit of Mortgagees.** Certain provisions in this Section 13 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

- 13.10 **Board Acting as Insurance Trustee.** The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

14. **Reconstruction or Repair After Fire or Other Casualty.**

- 14.1 **Determination to Reconstruct or Repair.** Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more, measured in terms of replacement cost, of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners, (if the Insured Property is or includes the portion of the Condominium Property in which same are located) owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

- 14.2 **Plans and Specifications.** Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

- 14.3 **Special Responsibility.** If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.
- 14.4 **Disbursement.** The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
- (a) **Association – Lesser Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
  - (b) **Association – Major Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.
  - (c) **Unit Owners.** If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.
  - (d) **Surplus.** It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly, to any mortgagee.

- (e) **Certificate.** Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee (if appointed) may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.
- 14.5 **Assessments.** If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.
- 14.6 **Benefit of Mortgagees.** Certain provisions in this Section 14 are for the benefit of mortgagees of Units and may be enforced by any of them.
15. **Condemnation.**
- 15.1 **Deposit of Awards with Insurance Trustee.** The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, the amount of that award shall be set off against the sums hereafter made payable to that Owner.
- 15.2 **Determination Whether to Continue Condominium.** Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 15.3 **Disbursement of Funds.** If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 15 specifically provided.
- 15.4 **Unit Reduced but Habitable.** If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) **Restoration of Unit.** The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be payable by the Owner of the Unit.
- (b) **Distribution of Surplus.** The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

15.5 **Unit Made Uninhabitable.** If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) **Payment of Award.** The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
- (b) **Addition to Common Elements.** The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) **Adjustment of Shares.** The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:
  - (i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by subsection 15.4 (c) hereof (the "Percentage Balance"); and
  - (ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by subsection 15.4(c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- (d) **Assessments.** If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion

to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

- (e) **Arbitration.** If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Units Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

- 15.6 **Taking of Common Elements.** Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

- 15.7 **Amendment of Declaration.** The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

16. **Occupancy and Use Restrictions.** In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

- 16.1 **Occupancy.** Each unit shall be used as a residence only, subject to reasonable rules and regulations as adopted from time-to-time by the Board.

1. All units shall be reserved and restricted to:
  - A. **SINGLE FAMILY RESIDENCES** constructed according to current applicable St. Lucie County Comprehensive Zoning and Building Resolutions:
  - B. **SINGLE FAMILY MANUFACTURED HOMES** subject to Federal H.U.D. regulations and installed according to Florida State and County Code Regulations:
2. All parcels or units shall also be served and restricted for recreational modern travel trailers that are mobile, self-contained units or units with full hookups that are connected to the sewer system, hereinafter referred to as "principal carrying facility." Provided, further, that tables, benches, fireplaces, grills and screen rooms/Florida rooms may be erected, said screen room/Florida room to be constructed according to applicable St. Lucie County comprehensive zoning resolutions and not to extend

beyond the roof length of the vehicle and the entire screen room must be removed if the recreational vehicle is taken off the condominium unit, but no personal property except as provided immediately above shall be permitted to remain where it can be seen by other unit owners or visitors to the area, except when the unit is actually in use; provided, further, however, that the foregoing shall not apply to the principal carrying facility which may be allowed to remain on the unit even though not in use. The foregoing shall be deemed to prohibit the construction and maintenance offences and radio and TV antennae on the units. Only one recreational vehicle may be placed, parked and maintained on each condominium unit. An exception to this rule may be granted by the proper authority of Nettles Island, Inc., A Condominium, as follows:

- (a) A second recreational vehicle may be parked on a condominium unit provided that:
    - (1) The second recreation vehicle is the only means of transportation available to the owners or occupants of said condominium unit.
    - (2) An affidavit is submitted to the proper authority attesting to the fact that the second recreation vehicle is the only means of transportation and denial of its use would create an undue hardship upon the owners or occupants of said recreation unit.
    - (3) Written permission is granted by the proper authority of Nettles Island, Inc., A Condominium, and appropriate vehicle identification currently in use be issued.
    - (4) Upon the availability of other means of transportation, the second recreation vehicle shall be immediately removed from the said condominium unit.
  - (b) A second recreation vehicle may be temporarily parked on a condominium unit for the sole purpose of transferring personal items from one unit to another, not to exceed a period of forty-eight (48) hours.
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'x4' 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 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'x18' required parking spaces.
- (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. Vehicle and Parking Requirements

- (a) Parking spaces - All new construction will be required to provide for Two (2) 18' X 8' parking spaces.
- (b) The parking spaces can be under the dwelling, provided all construction meets Federal, State, and County building requirements.
- (c) No parking will be permitted in the rear seatback area.
- (d) No parking will be permitted in the side seatback 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.

#### 5. Location of Recreational Vehicle Utilities

Notwithstanding anything in this Declaration or its exhibits to the contrary, utilities for Recreational Vehicles may be placed on the left side of the buildable portion of the Unit for forward facing Recreational Vehicles. Any and all utility hookup modifications on the Unit property must be approved by the Association's Board of Directors.

- 16.2 **Pets.** No Unit (regardless of the number of joint owners or occupants) may maintain no more than two (2) household pets in a Unit, to be limited to a dog or cat (or other household pet defined as such and specifically permitted by the Association) provided they may not be kept, bred or maintained for any commercial purpose, do not become a nuisance or annoyance to neighbors and are first registered with the Association. No owner shall be

permitted to maintain in the Unit a Bull Terrier, (Pit Bull), German Shepard, Doberman, Rottweiler, Chow, Akita or any dog or animal of a mean or violent temperament or otherwise evidencing such temperament. If any of these dogs are within the specified breeds and are currently in the park, they will be permitted to remain but may not be replaced. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets must be kept on a leash at all times when outside the Unit and shall not be permitted on outdoor recreational areas or other Unit Owner's private property. Without limiting the generality of Section 18 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. This Section 16.2 shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that a bird(s) does not become a nuisance or annoyance to neighbors. Special tags for pets (dogs and cats) will be issued by the condominium office at the time proof of immunization is presented.

- 16.3 **Use of Common Elements.** The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 16.4 **Nuisances.** No nuisances (as reasonably determined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.
- 16.5 **No Improper Uses.** No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 16.7. No activity specifically permitted by this Declaration shall be deemed a violation of this Section.
- 16.6 **Hurricane Protection.** No type of hurricane protection may be installed in or around the Units other than hurricane shutters meeting the specifications (including as to location) adopted by the Board of Directors as required by the Act.
- 16.7 **Rules and Regulations.** The Board of Directors is empowered to write and enforce reasonable rules and restrictions governing the operation and use of the Condominium Property, including the common elements and the Condominium Parcels. These rules may address all items relevant to condominium living, including, but not limited to, construction on condominium parcels, signs, vehicles, vehicle parking and unit use.
- 16.8 **Rental Restrictions.** New owners shall be limited to rental terms for Units to not less than two (2) consecutive weeks to the same renter.
17. **Compliance and Default.** Each Unit owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

- 17.1 **Negligence.** A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees.
- 17.2 **Compliance.** In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable policies and/or rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Community Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to sue in a court of law for damages. The Association may also levy fines as specified in the Bylaws. In addition, if the Unit Owner fails to repair or reconstruct those portions of the Condominium Property for which the Unit Owner is responsible for maintaining, repairing and/or replacing under this Declaration, Association Rules, or as provided by law, the Association may undertake effectuating those repairs on the Unit Owners behalf and charge the Unit Owner for such costs incurred. Furthermore, except as otherwise prohibited by law, if the Unit Owner does not reimburse the Association for the costs of such repairs, or if a Unit Owner fails to pay a fee or charge as specified in any of the foregoing governing documents or agreements, upon demand by the Association, the Association may proceed to collect the costs incurred, or the fees or charges as provided above, in the same manner as Assessments provided in Article 12 of this Declaration, including any and all costs, charges, fees, and attorney's fees incurred by the Association, and such costs, charges and fees will be a lien against the Unit, as provided in Article 12 of this Declaration.
- 17.3 **Costs and Attorneys' Fees.** In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the policies and/or rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).
- 17.4 **No Waiver of Rights.** The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
18. **Termination of Condominium.** The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by the Primary Institutional First Mortgagee. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. This Section may not be amended without the consent of the Primary Institutional First Mortgagee, which consent shall not be unreasonably withheld.
19. **Additional Rights of Mortgagees and Others.**
- 19.1 Institutional First Mortgagees shall have the right, upon written request to the Association,

to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of an alleged default in any obligations hereunder by any Unit Owner, on whose Unit such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.

19.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of: (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

19.3 The approval of a majority of Institutional First Mortgagees shall be required to effect an amendment to the Declaration which materially alters, or adds, a provision relating to: (i) assessments and lien rights; (ii) insurance or fidelity bonds; (iii) maintenance responsibilities for the various portions of the Condominium Property; (iv) boundaries of any Unit; (v) convertibility of Units into Common Elements or Common Elements into Units; (vi) leasing of Units; and (vii) restrictions on Owners' rights to sell or lease Units. Such approval shall not be unreasonably withheld.

20. **Covenant Running With the Land.** All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, as well as the Master Declaration, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the present and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time.

21. **Additional Provisions.**

21.1 **Notices.** All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or five (5) business days after proper mailing, whichever shall first occur.

21.2 **Interpretation.** The Board of Directors of the Association shall be responsible for

interpreting the provisions of this Declaration, any of the Exhibits attached hereto, the Articles of Incorporation, By-laws and Rules and Regulations. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

- 21.3 **Mortgagees.** Anything herein to the contrary notwithstanding (except as provided in Section 12.5 hereof), the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 21.4 **Exhibits.** There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 21.5 **Signature of President and Secretary.** Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 21.6 **Governing Law.** Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 21.7 **Severability.** The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 21.8 **Waiver.** No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.
- 21.9 **Ratification.** Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 21.10 **Gender, Plurality.** Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.
- 21.11 **Captions.** The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

The undersigned, NETTLES ISLAND, INC., a CONDOMINIUM, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Amended and Restated Declaration of Condominium.

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 28 day of March, 2025.

WITNESSES AS TO PRESIDENT:

[Signature]  
Print Name: Kelly A. Warden  
Address: 9801 S Ocean Dr.  
Jensen Beach FL 34957

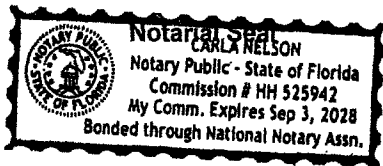
[Signature]  
Print Name: Felicia Lujan  
Address: 9801 S Ocean Dr  
Jensen Beach, FL 34957

NETTLES ISLAND, INC.

By: [Signature]  
Martha Mendez, President

STATE OF FLORIDA  
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn and acknowledged before me by means of  physical presence or  online notarization, by Martha Mendez as President of Nettles Island, Inc.,  who is personally known to me, or  who has produced \_\_\_\_\_ as identification on March 28, 2025.



[Signature]  
Notary Public  
Print Name: Carla Nelson  
My Commission Expires: 9-3-2028

WITNESSES AS TO SECRETARY:

[Signature]  
Print Name: Kelly A. Warden  
Address: 9801 S Ocean Dr.  
Jensen Beach FL 34957

[Signature]  
Print Name: Felicia Lujan  
Address: 9801 S Ocean Dr  
Jensen Beach, FL 34957

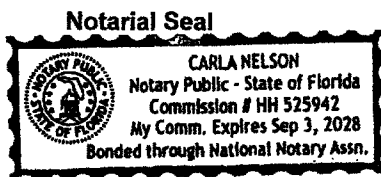
NETTLES ISLAND, INC.

By: [Signature]  
Howard Kickett, Secretary



STATE OF FLORIDA  
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn and acknowledged before me by means of  physical presence or  online notarization, by Howard Kickett, as Secretary of Nettles Island, Inc.,  who is personally known to me, or  who has produced \_\_\_\_\_ as identification on March 28, 2025.



[Signature]  
Notary Public  
Print Name: Carla Nelson  
My Commission Expires: 9-3-2028

**EXHIBIT "1"**

**LEGAL DESCRIPTION OF THE LAND**

*Amendment to correct the Legal Description of the land in Exhibit 1 to the Declaration of Condominium of Nettles Island, Inc. as defined in Article 1.1.*

Commence at the Northwest corner of Government Lot 1, Section 2, Township 37 South, Range 41 East; thence run S 00° 08' 21" E along the West line of said Lot 1 and Southerly extension thereof, a distance of 2124.84 feet; thence run N 75° 02' 37" E to said center line of State Road A1A; thence run S 21° 13' 52" E along said road center line, a distance of 73.93 feet to a point in the center line of State Road A1A; thence run N 81° 07' 38" E a distance of 51.19 feet to point of intersection with the Easterly right-of-way line of State Road A1A and North line of Tract 16, Plat of Nettles Island Project Plat Book 16, Page 1, Public Records of St. Lucie County, Florida; thence run S 21° 13' 52" E along the Easterly right-of-way line of State Road A1A a distance of 383.43 feet to the POINT OF BEGINNING of the following described property:

Thence N 75° 29' 09" E a distance of 243.46 feet along the Southerly property line of the land heretofore conveyed by deed filed for record in Official Record Book 202, Page 2249, Public Records of St. Lucie County, Florida, to point of intersection with the Westerly face of a concrete sidewalk; thence S 25° 36' 19" E along the Westerly edge of said concrete walk a distance of 12.48 feet to a point; thence run N 64° 57' 19" E along the Southerly edge of said concrete walk and its Easterly prolongation thereof, for a distance of 95.85 feet to a point of intersection of a line running parallel to and 0.50 feet North of, as measured at right angles to, a chain link fence having a bearing of N 75° 23' 21" E; thence N 75° 23' 21" E along said line and its Easterly prolongation a distance of 148.00 feet more or less to the mean high water line of the Atlantic Ocean; thence Southerly along said mean high water line a distance of 170.00 feet, more or less, to the South line of said Tract 16; thence S 75° 29' 09" W along said South line of Tract 16, a distance of 476.00 feet more or less to the said Easterly right-of-way line of State Road A1A and the Southwest corner of said Tract 16; thence N 21° 13' 52" W along said right-of-way line a distance of 169.50 feet to the POINT OF BEGINNING.

And

The Southernly 20 feet of tract 16, being referred to as limited common use areas on the plat of Nettles Island project, as recorded in Plat Book 16, Page 1, Public Records, St. Lucie County.

I, LOUIS G. MARTSOFF, certify as follows:

1. I am a registered architect authorized to practice in the State of Florida, Florida Certificate No. 5015.
2. This certificate is made, as to Outdoor Resorts at Nettles Island, Inc., a Condominium at St. Lucie County, Florida, and in compliance with Section 711.08 (1) (e) of the Florida Statutes.
3. The following exhibits to the Declaration of Condominium

<u>Exhibit No.</u>	<u>Title</u>
A-1	Plat of Outdoor Resorts of Nettles Island, Inc., a Condominium, filed for record in Plat Book 16 Pages 1:1-A through 1-J of the Public Records of St. Lucie County, Florida
A-2	Survey of Common Elements and Units.
B-1	Plan and Details of Unit, and of Water, Electric and Sewer Outlets
B-2	Typical Layout of Bathhouse as located on Tracts
B-3	Plan of Water and Sewer Mains
B-4	Plan of Recreational Area

together with the wording of the Declaration of Condominium, constitute a correct representation of the improvements of the condominium as it now exists, and there can be determined from them the identification, location, dimensions and size of the common elements and of each unit.

Dated this 29th day of March, 1971.

*[Signature]*  
 LOUIS G. MARTSOFF  
 Registered  
 Florida

Book 192 831

OR BOOK 1956 PAGE 1781

SURVEY OF COMMON ELEMENTS AND UNITS

I hereby certify that this is an actual survey of the common elements and units of the condominium property of Outdoor Resorts at Nettles Island, Inc., a Condominium, legally described as:

Lots 1 through 154 inclusive, lots 159 through 180 inclusive, lots 155 through 158 inclusive have been deleted. The above units are located on that portion of the property owned by Outdoor Resorts at Nettles Island, Inc., a Condominium, known as Hutchinson Island, and are on file in Plat Book 16 at Pages 1:1-A through 1-J in the Public Records of St. Lucie County, Florida; and lots 1 through 915 inclusive, lots 918 through 1409 inclusive, lots 916 and 917 being deleted on that portion of the property owned by Outdoor Resorts at Nettles Island, Inc., a Condominium, known as Nettles Island and are on file in Plat Book 16 at Pages 1:1-A through 1-J in the Public Records of St. Lucie County, Florida, consisting of Sheets 1 and 2 attached hereto.

1. UNITS. The location, dimension and size of each unit is shown on this survey and are numbered as is set forth above. Each unit is identified by the same number as the number of the lot as shown on the plat of Outdoor Resorts at Nettles Island, Inc., a Condominium filed for the record in Plat Book 16 Pages 1:1-A through 1-J of the Public Records of St. Lucie County, Florida.

2. COMMON ELEMENTS. The locations, dimensions and sizes of the common elements are shown on this survey as Tracts. Bathhouses will occupy Tract 1 and Tract 4 of sheet 4 of 11 (page 1-C); Tract 1 and Tract 11 of sheet 6 of 11 (page 1-E); Tract 7, Tract 9 and Tract 10 of sheet 11 of 11 (page 1-J); Tract 2 and Tract 3 of sheet 9 of 11 (page 1-H); Tract 13 of sheet 10 of 11 (page 1-I); Tract 4 and Tract 5 of sheet 8 of 11 (page 1-G); Tract 6, Tract 7 and Tract 9 of sheet 7 of 11 (page 1-F) Page numbers in parentheses refer to pages 1:1-A through 1-J in Plat Book 16 of the Public Records of St. Lucie County, Florida.

Other common elements - Tract 4 of Sheet 4 of 11 (page 1-C) will be occupied by the sewage treatment plant.

Book 192

832

Book 191

1880

OR BOOK 1956 PAGE 1782

Tract 1 of Sheet 10 of 11 (page 1-I) will be occupied by a recreational area. See Exhibit B-4 for plan. Page numbers in parentheses refer to page 1:1-A through 1-J in Plat Book 16 of the Public Records of St. Lucie County, Florida.

Dated this 29th day of March, 1971.

*Louis G. ...*  
LOUIS G. ...  
Register of Deeds  
Florida Certificate

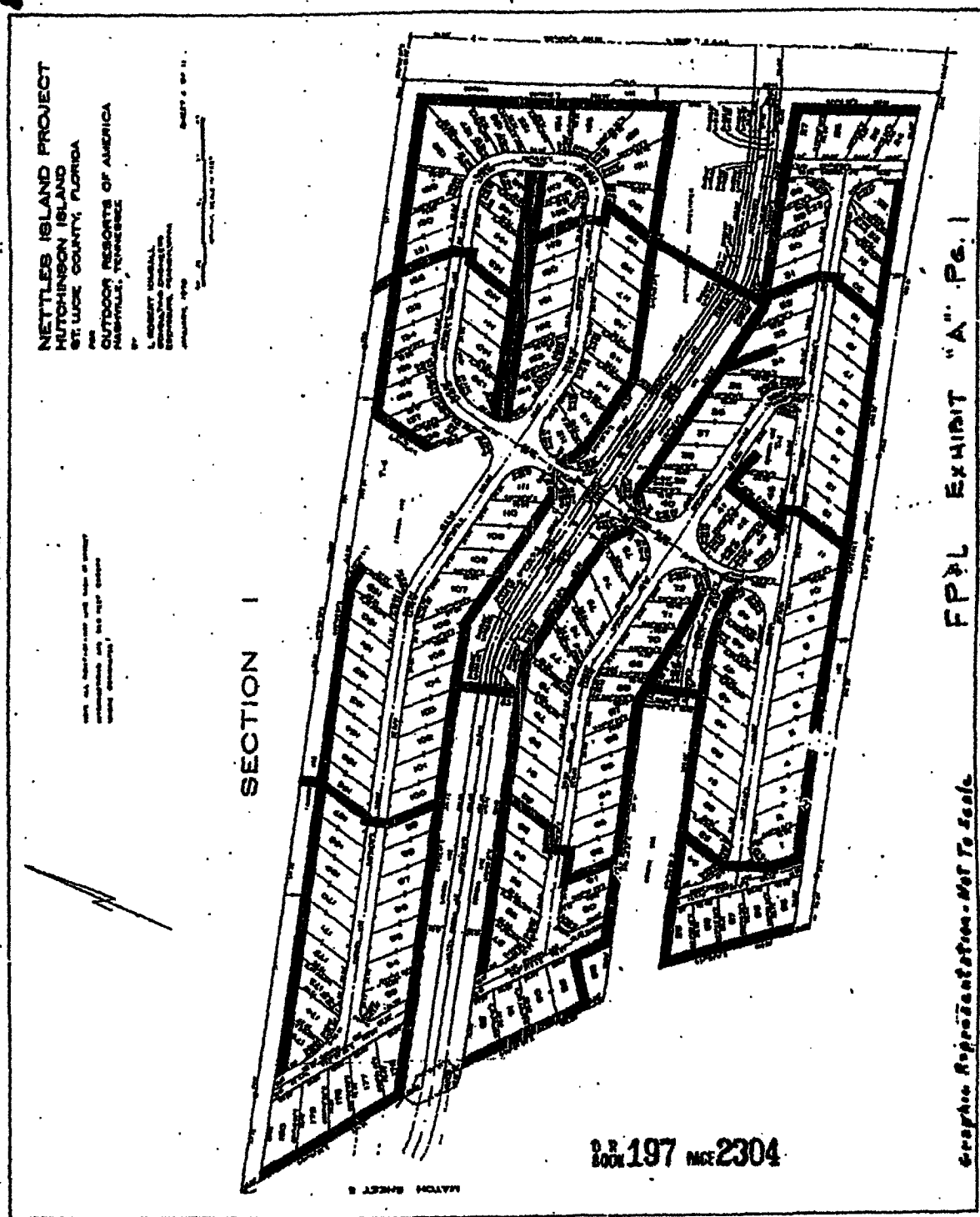


OR BOOK 1956 PAGE 1783

Plat 192 833

Plat 101 1830

OR BOOK 1956 PAGE 1784



NETTLES ISLAND PROJECT  
 HUTCHINSON ISLAND  
 ST. LUCIE COUNTY, FLORIDA  
 FOR  
 OUTDOOR RESORTS OF AMERICA  
 NASHVILLE, TENNESSEE

L. JAMES HOLLY  
 ARCHITECT  
 1000 BROADWAY  
 NEW YORK 10003

DATE: 1956

SECTION I

GRAPHIC REPRESENTATION - NOT TO SCALE

BOOK 197 PAGE 2304

L. JAMES HOLLY

EXHIBIT

OR BOOK 1956 PAGE 1785

NETTLES ISLAND PROJECT  
 NETTLES ISLAND  
 ST. LUCIE COUNTY, FLORIDA  
 FOR  
 OUTDOOR RESORTS OF AMERICA  
 MEMPHIS, TENNESSEE  
 BY  
 S. ROBERT HARRALL  
 ARCHITECT  
 1000 BROADWAY  
 NEW YORK, N.Y. 10003  
 SHEET 2 OF 2

SECTION 2

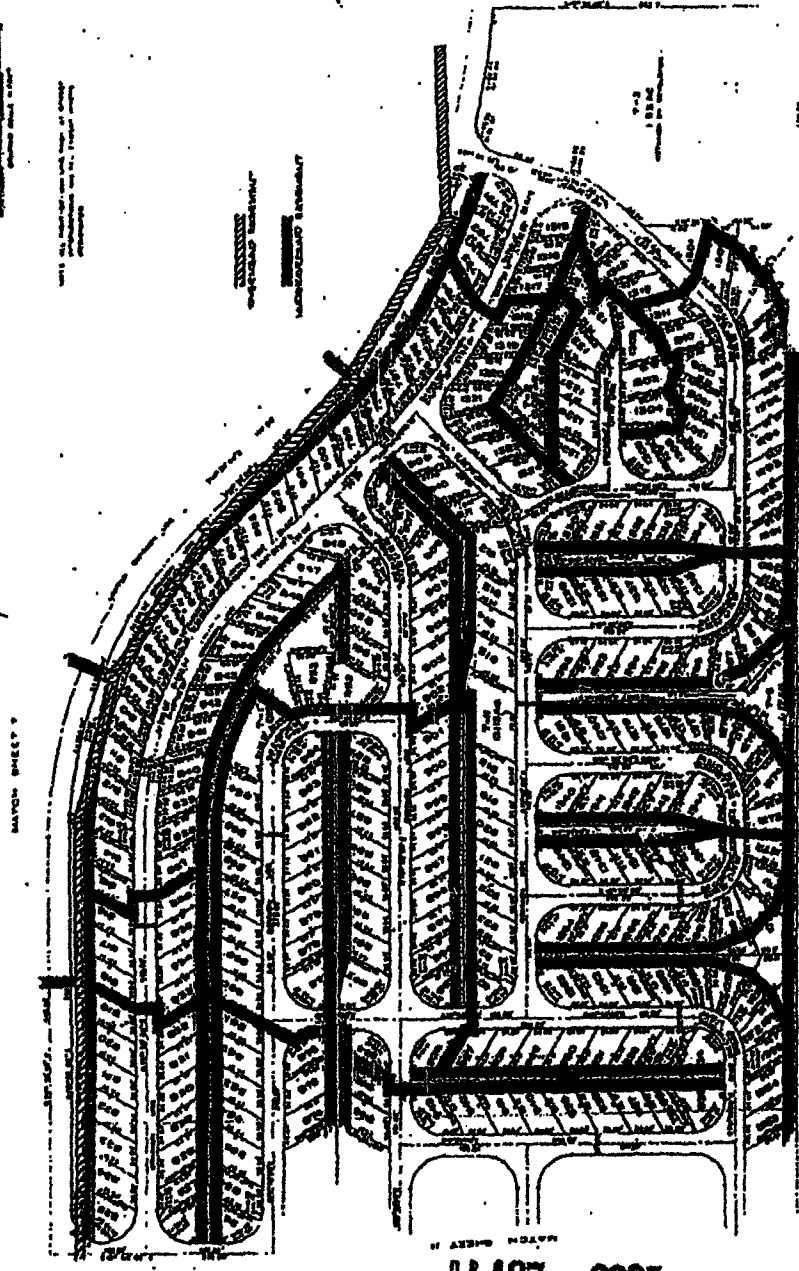
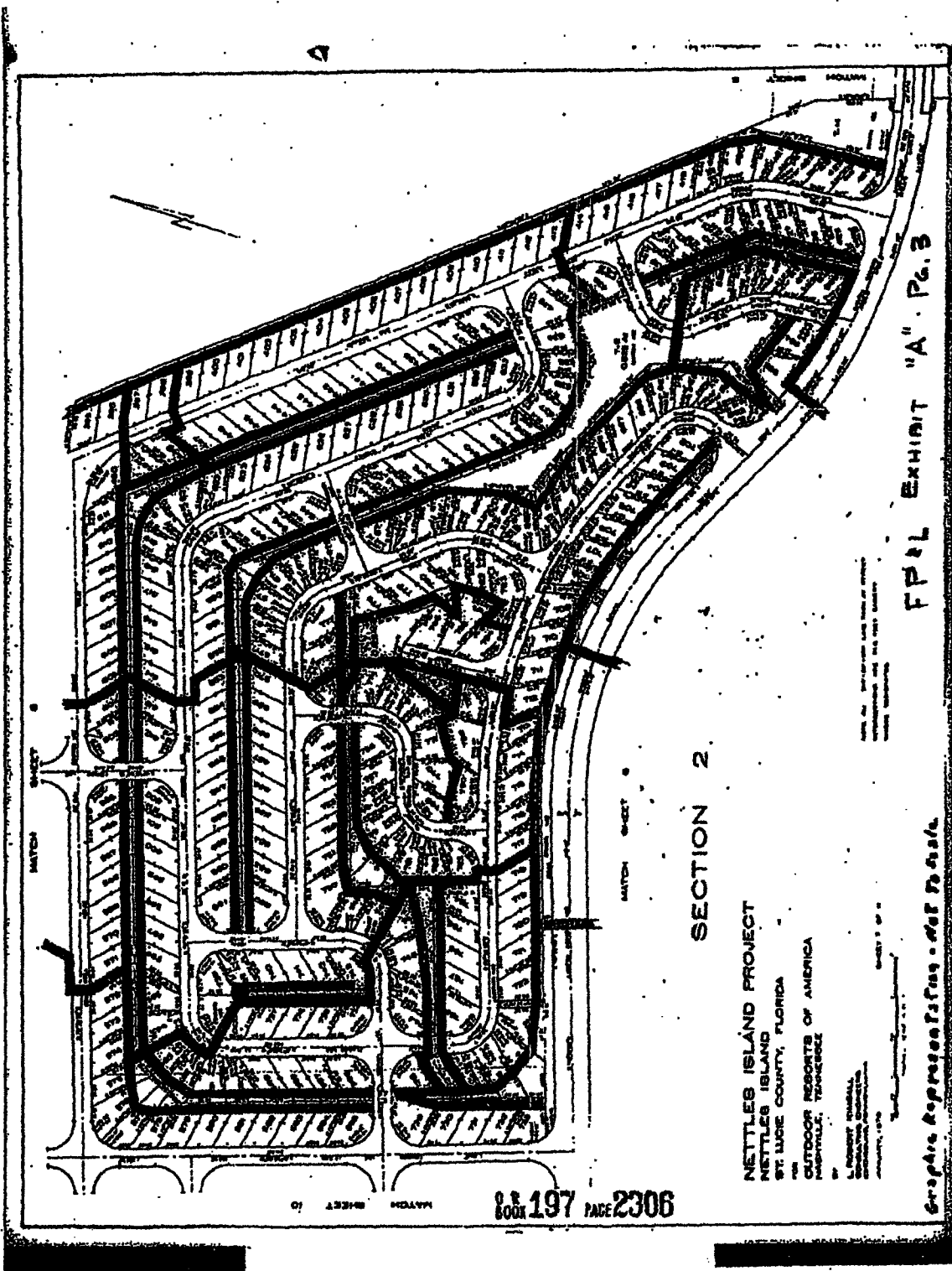


EXHIBIT "A" P. 2

Book 197 PAGE 2305

EXHIBIT

OR BOOK 1956 PAGE 1786



SECTION 2

NETTLES ISLAND PROJECT  
 NETTLES ISLAND  
 ST. LUCIE COUNTY, FLORIDA  
 FOR  
 OUTDOOR RESORTS OF AMERICA  
 NASHVILLE, TENNESSEE

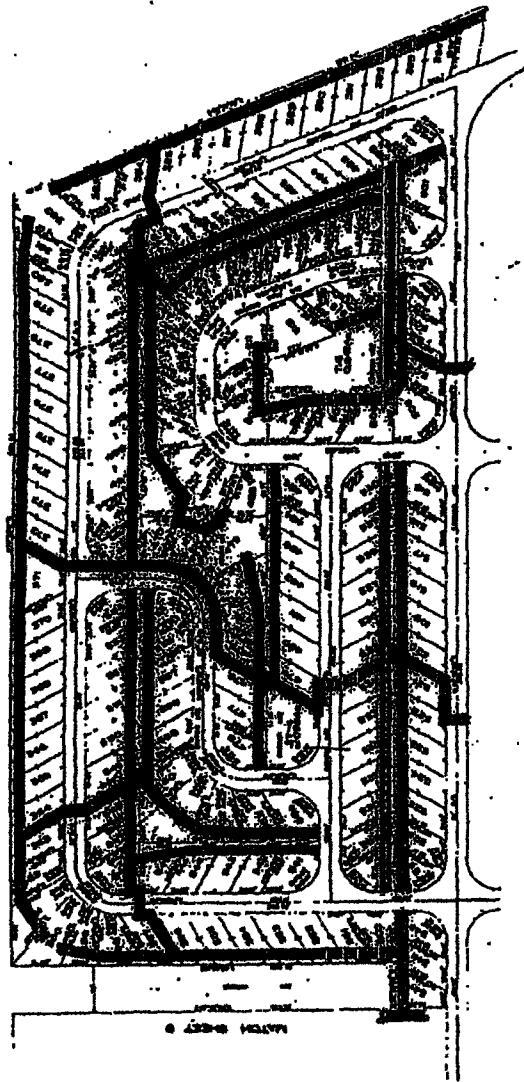
L. ROBERT THOMAS  
 ARCHITECT  
 1000 BAYVIEW DRIVE  
 JACKSONVILLE, FLORIDA

F.P.L. EXHIBIT "A" - Pg. 3

Graphic Representation of the Project

902306 PAGE 197

OR BOOK 1956 PAGE 1787



NETTLES ISLAND PROJECT  
NETTLES ISLAND  
ST. LUCIE COUNTY, FLORIDA  
FOR  
OUTDOOR RESORTS OF AMERICA  
MEMPHIS, TENNESSEE

SECTION 2

FPNL Exhibit "A" Ps. 4

Book 197, page 2307

Graphic Representation of the Site

EXHIBIT





OR BOOK 1956 PAGE 1789

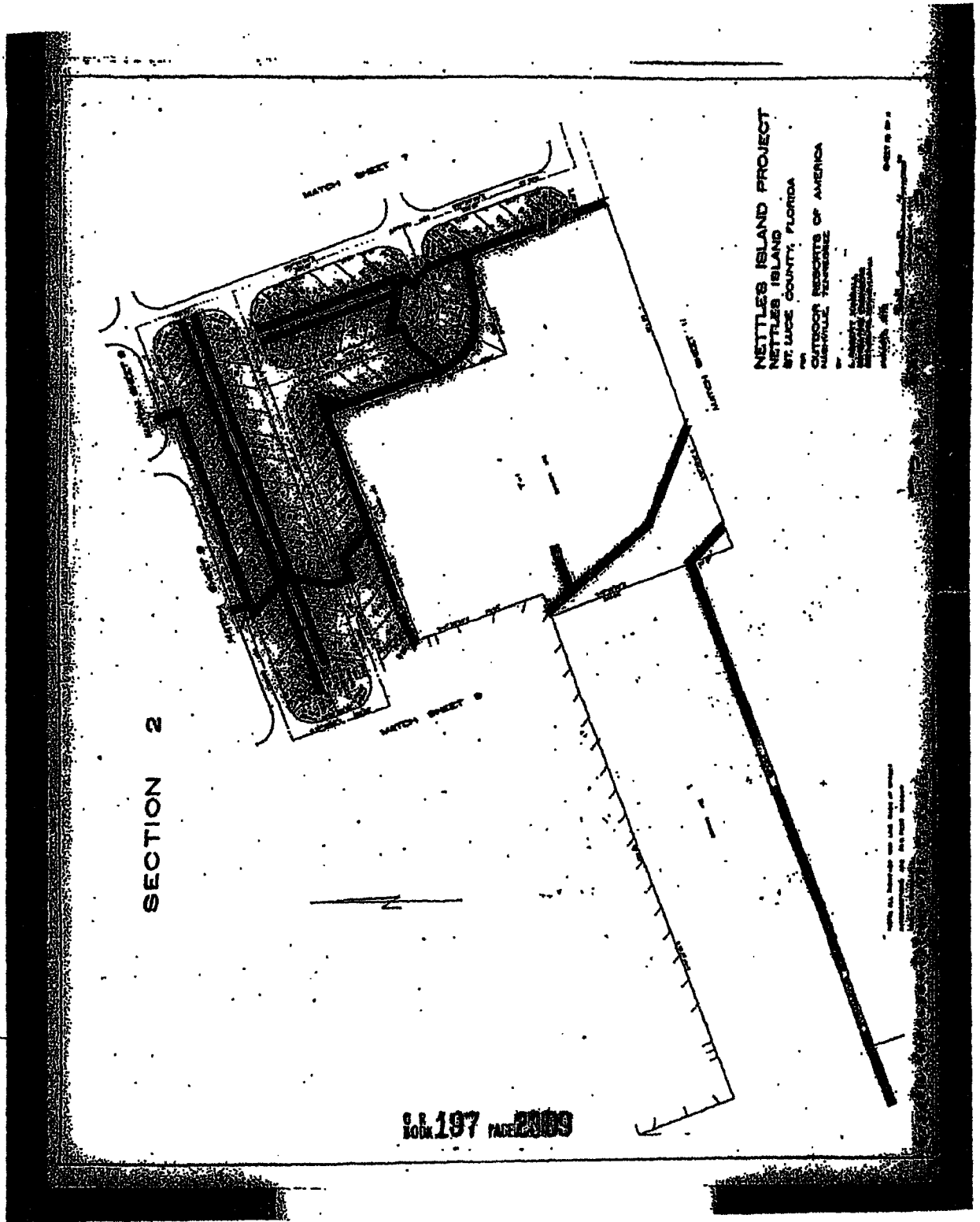


EXHIBIT 1

OR BOOK 1956 PAGE 1790

NETTLES ISLAND PROJECT  
NETTLES ISLAND  
ST. LUCIE COUNTY, FLORIDA  
FOR  
OUTDOOR RESORTS OF AMERICA  
NASHVILLE, TENNESSEE

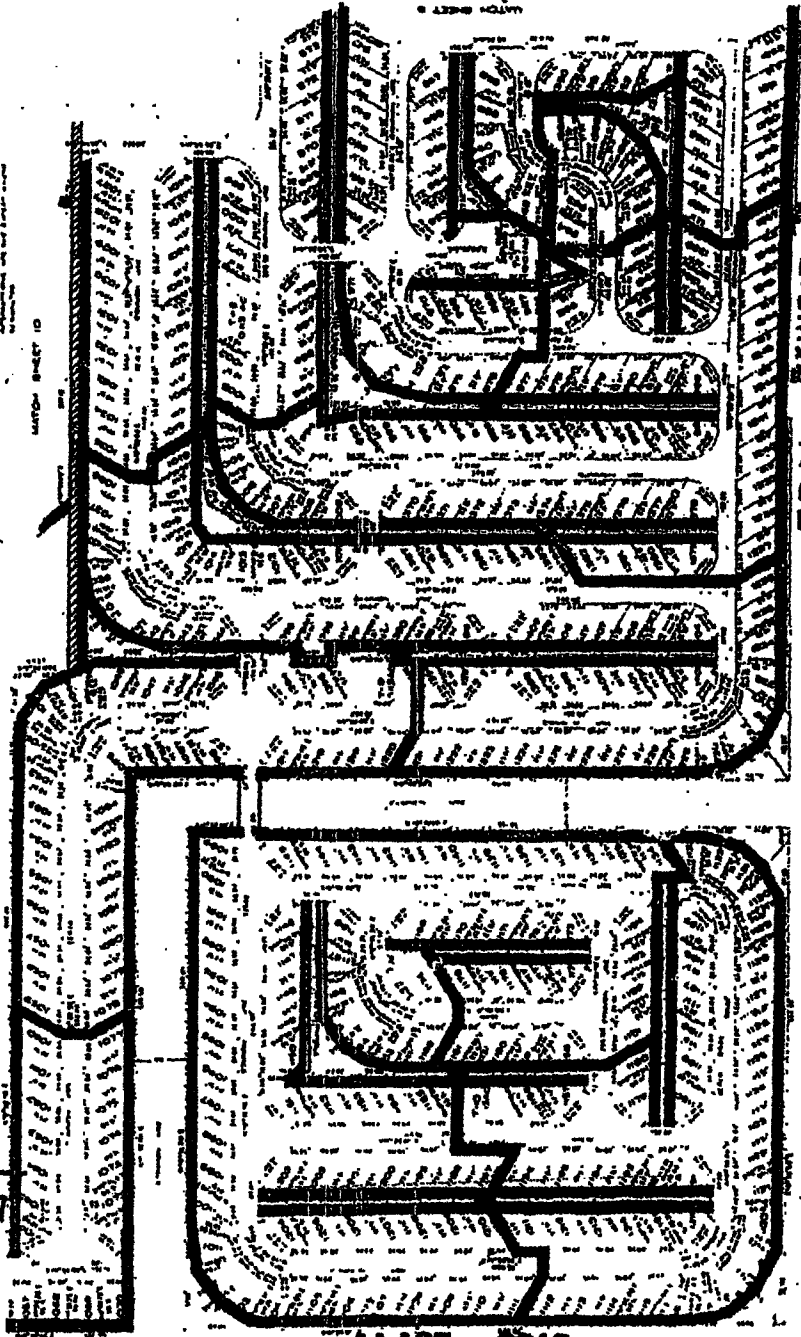


SECTION 2

FILED AND RECORDED  
ST. LUCIE COUNTY FLA.  
ROGER POITRAS  
CLERK CIRCUIT COURT  
RECORD VERIFIED

Dec 8 8 25 AM '71

220091



FPOL EXHIBIT 'A' Pg. 7

Graphic Representation - Not To Scale

8.1.197 PAGE 2310

EXHIBIT

- AND -

A portion of NETTLES ISLAND, INC., a Condominium (f/k/a OUTDOOR RESORTS AT NETTLES ISLAND, INC., A condominium), according to the Declaration of Condominium thereof dated February 4, 1971 and recorded in Official Records Book 186, Page 2720, St. Lucie County, Florida public records, being more particularly described as follows:

Beginning at the Southeast corner of Lot 122, shown on the Plat of Nettles Island Section 1, recorded in Plat Book 16, Page 1 "A", St. Lucie County, Florida public records; thence run South 21°13'52" East for 83.31 feet; thence South 68°46'08" West for 32.43 feet to a point of curvature of a curve to the right, having a central angle of 50°43'09" and a radius of 409.01 feet; thence Westerly along the arc of said curve 47.95 feet to the end of said curve; thence South 75°29'09" West, a distance of 100.00 feet to the point of curvature of a curve to the right having a central angle of 25°00'00" and a radius of 95.77 feet; thence Westerly along the arc of said curve a distance of 41.79 feet to the end of said curve; thence North 79°30'51" West a distance of 145.43 feet; thence North 10°29'09" East a distance of 18.00 feet; thence North 75°02'37" East a distance of 334.98 feet to the point of beginning.

OR BOOK 1956 PAGE 1791

OR BOOK 1867 PAGE 2048

**EXHIBIT "2"**

**IDENTIFICATION OF UNITS**

I, LOUIS G. MARTSOLF, certify as follows:

1. I am a registered architect authorized to practice in the State of Florida, Florida Certificate No. 5015.
2. This certificate is made as to Outdoor Resorts at Nettles Island, Inc., a Condominium at St. Lucie County, Florida, and in compliance with Section 711.08 (1) (e) of the Florida Statutes.
3. The following exhibits to the Declaration of Condominium

<u>Exhibit No.</u>	<u>Title</u>
A-1	Plat of Outdoor Resorts of Nettles Island, Inc., a Condominium, filed for record in Plat Book 16 Pages 1:1-A through 1-J of the Public Records of St. Lucie County, Florida
A-2	Survey of Common Elements and Units
B-1	Plan and Details of Unit, and of Water, Electric and Sewer Outlets
B-2	Typical Layout of Bathhouse as located on Tracts
B-3	Plan of Water and Sewer Mains
B-4	Plan of Recreational Area

together with the wording of the Declaration of Condominium, constitute a correct representation of the improvements of the condominium as it now exists, and there can be determined from them the identification, location, dimensions and size of the common elements and of each unit.

Dated this 29th day of March, 1971.

*[Handwritten Signature]*  
 LOUIS G. MARTSOLF  
 Registered  
 Florida

Book 192 831

OR BOOK 1956 PAGE 1792

I hereby certify that this is an actual survey of the common elements and units of the condominium property of Outdoor Resorts at Nettles Island, Inc., a Condominium, legally described as:

Lots 1 through 154 inclusive, lots 159 through 180 inclusive, lots 155 through 158 inclusive have been deleted. The above units are located on that portion of the property owned by Outdoor Resorts at Nettles Island, Inc., a Condominium, known as Hutchinson Island, and are on file in Plat Book 16 at Pages 1:1-A through 1-J in the Public Records of St. Lucie County, Florida; and lots 1 through 915 inclusive, lots 918 through 1409 inclusive, lots 916 and 917 being deleted on that portion of the property owned by Outdoor Resorts at Nettles Island, Inc., a Condominium, known as Nettles Island and are on file in Plat Book 16 at Pages 1:1-A through 1-J in the Public Records of St. Lucie County, Florida, consisting of Sheets 1 and 2 attached hereto.

1. UNITS. The location, dimension and size of each unit is shown on this survey and are numbered as is set forth above. Each unit is identified by the same number as the number of the lot as shown on the plat of Outdoor Resorts at Nettles Island, Inc., a Condominium filed for the record in Plat Book 16 Pages 1:1-A through 1-J of the Public Records of St. Lucie County, Florida.

2. COMMON ELEMENTS. The locations, dimensions and sizes of the common elements are shown on this survey as Tracts. Bathhouses will occupy Tract 1 and Tract 4 of sheet 4 of 11 (page 1-C); Tract 1 and Tract 11 of sheet 6 of 11 (page 1-E); Tract 7, Tract 9 and Tract 10 of sheet 11 of 11 (page 1-J); Tract 2 and Tract 3 of sheet 9 of 11 (page 1-H); Tract 13 of sheet 10 of 11 (page 1-I); Tract 4 and Tract 5 of sheet 8 of 11 (page 1-G); Tract 6, Tract 7 and Tract 9 of sheet 7 of 11 (page 1-F) Page numbers in parentheses refer to pages 1:1-A through 1-J in Plat Book 16 of the Public Records of St. Lucie County, Florida.

Other common elements - Tract 4 of Sheet 4 of 11 (page 1-C) will be occupied by the sewage treatment plant.

Book 192

832

01191 1850

OR BOOK 1956 PAGE 1793

2

Tract 1 of Sheet 10 of 11 (page 1-I) will be occupied by a recreational area. See Exhibit B-4 for plan. Page numbers in parentheses refer to page 1:1-A through 1-J in Plat Book 16 of the Public Records of St. Lucie County, Florida.

Dated this 29th day of March, 1971.

*Louis G. ...*  
LOUIS G. ...  
Registered Agent  
Florida Certificate

OR BOOK 1956 PAGE 1794

88192 833

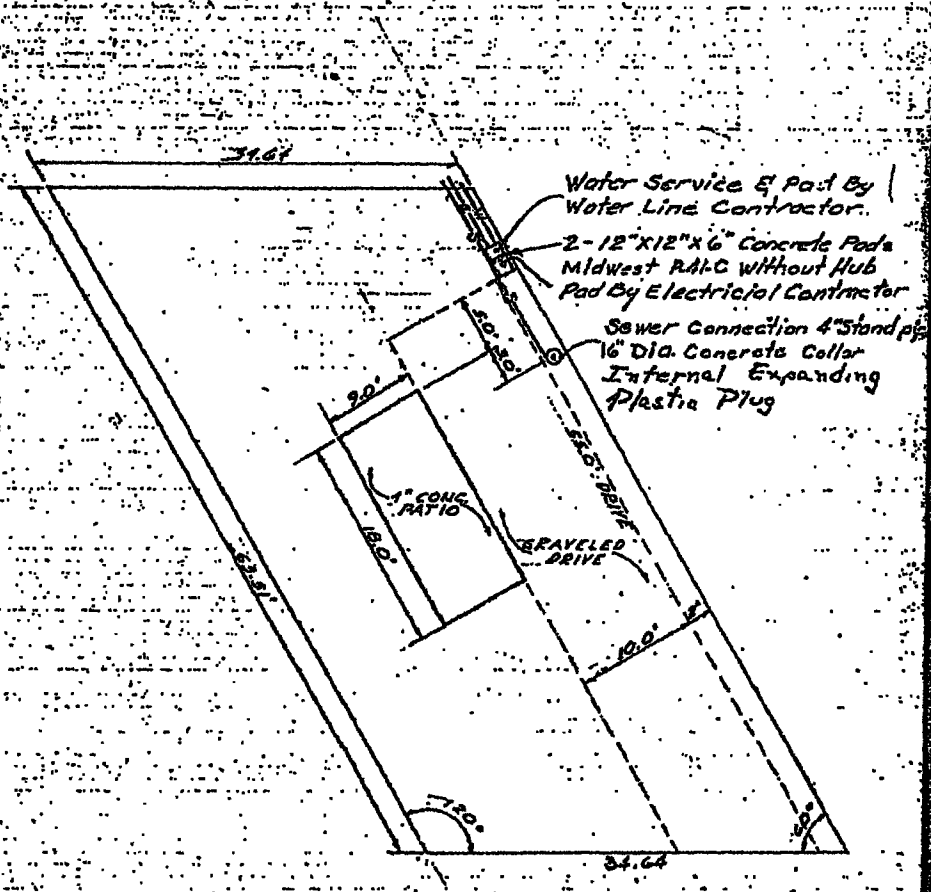
88191 830

EXHIBIT 2

L. ROBERT KIMBALL  
 Consulting Engineer

SUBJECT TYPICAL LOT LAYOUT  
OUTDOOR RESORTS, INC.

N.P.C.S. 5010-511-25  
 SHEET NO. 1 OF 1  
 JOB NO.



LRK 213

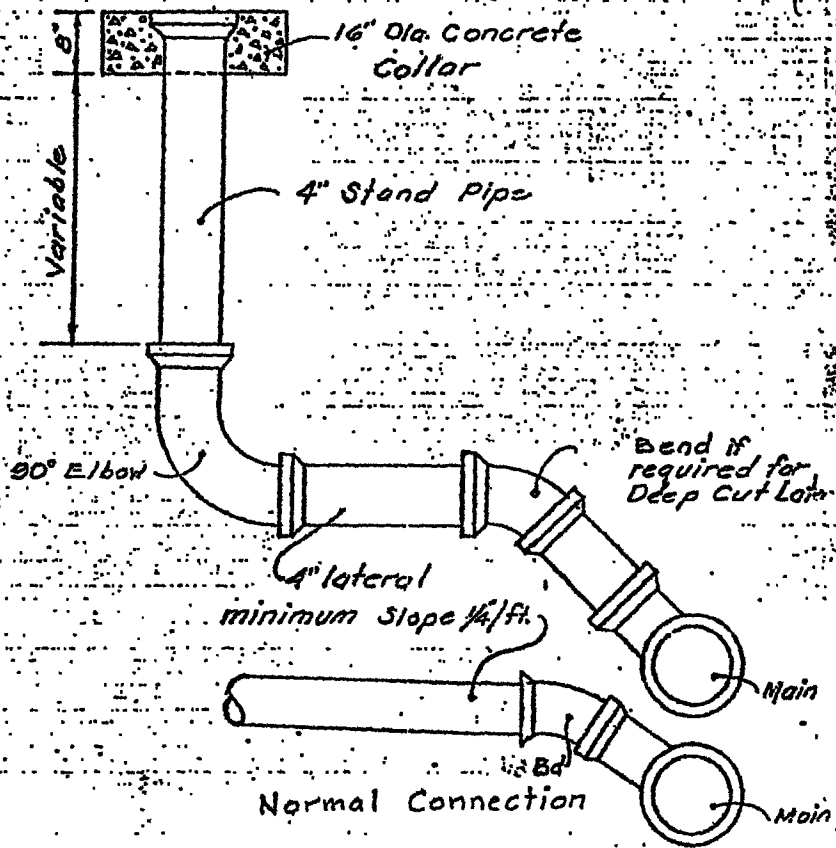
88192 834

88192 1891

OR BOOK 1956 PAGE 1795

L. ROBERT KINBALL  
 Consulting Engineer

SUBJECT TRAILER SERVICE CONNECTION DETAIL BY O.C.S. DATE 9-19-73  
 SHEET NO. 1 OF 1  
 JOB NO.



L.R.K 210

Book 192 835

Book 191 1802

OR BOOK 1956 PAGE 1796

10201

L. ROBERT KIMBALL  
Consulting Engineer

SUBJECT DOUBLE WATER  
OUTLET DETAIL

BY PCS DATE 9-9-70

SHEET NO. 1 OF 1

JOB NO.



WATER OUTLET DETAIL

NOT TO SCALE

MAIN

OR BOOK 1956 PAGE 1797

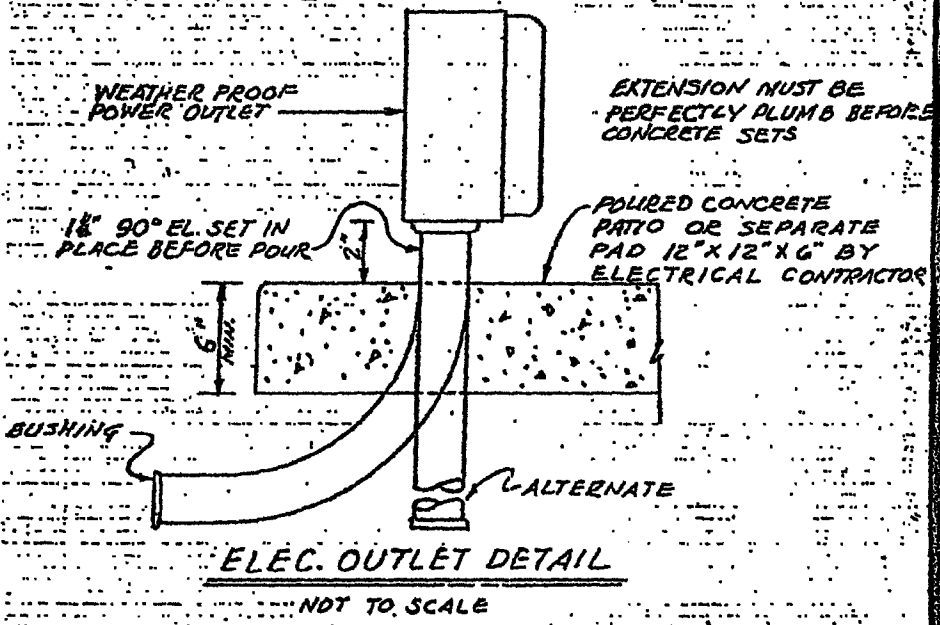
LRK 211

10.192 836

10.191 1893

8801

L. ROBERT KIMBALL  
Consulting Engineer  
SUBJECT: ELECTRICAL BY RCS DATE 9/13/70  
OUTLET SHEET NO. 1 OF 1  
JOB NO.

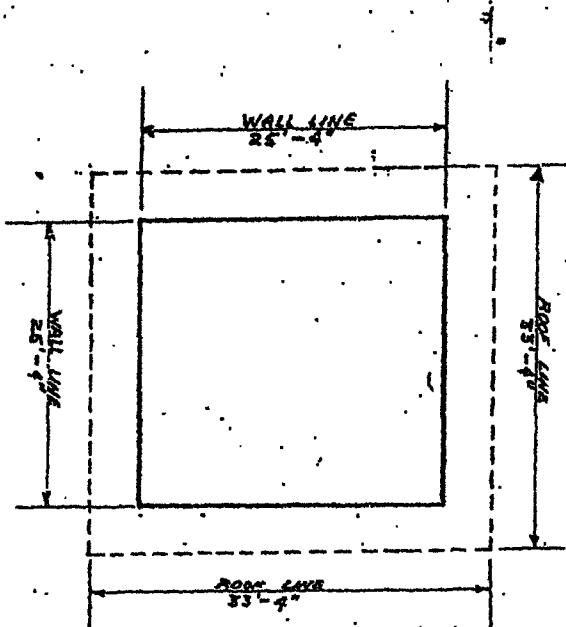


OR BOOK 1956 PAGE 1798

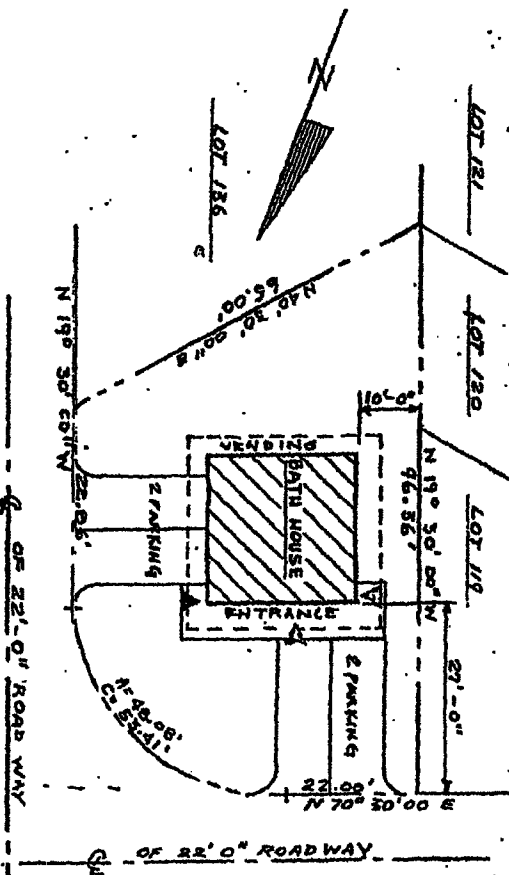
88192 837

88191 1894

PLAN OF BATH HOUSE  
1/8" = 1'

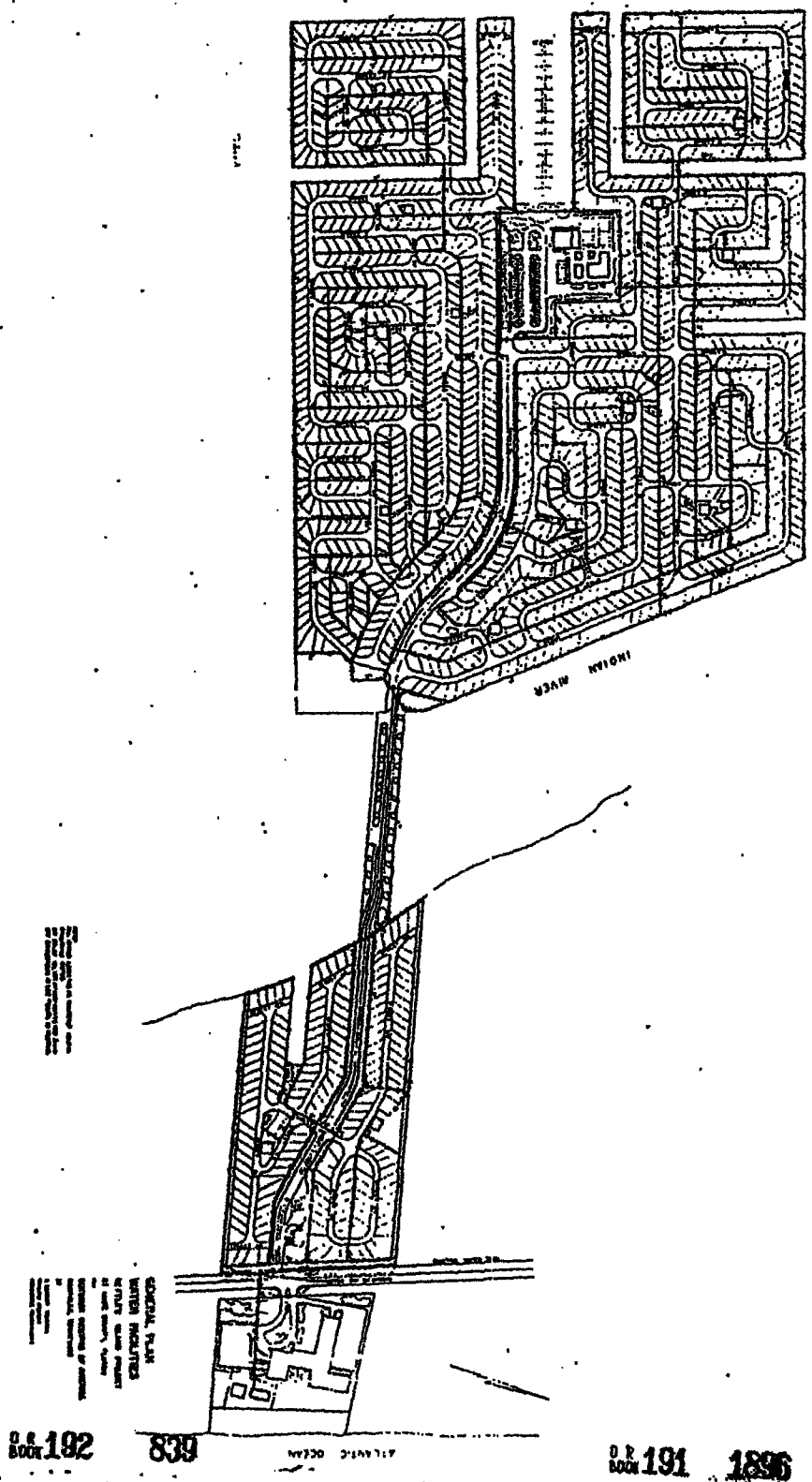


TYPICAL BATH HOUSE PLOT PLAN  
(Bath House No. 1)  
1" = 20'



Book 192 838

Book 191 1895



86.192

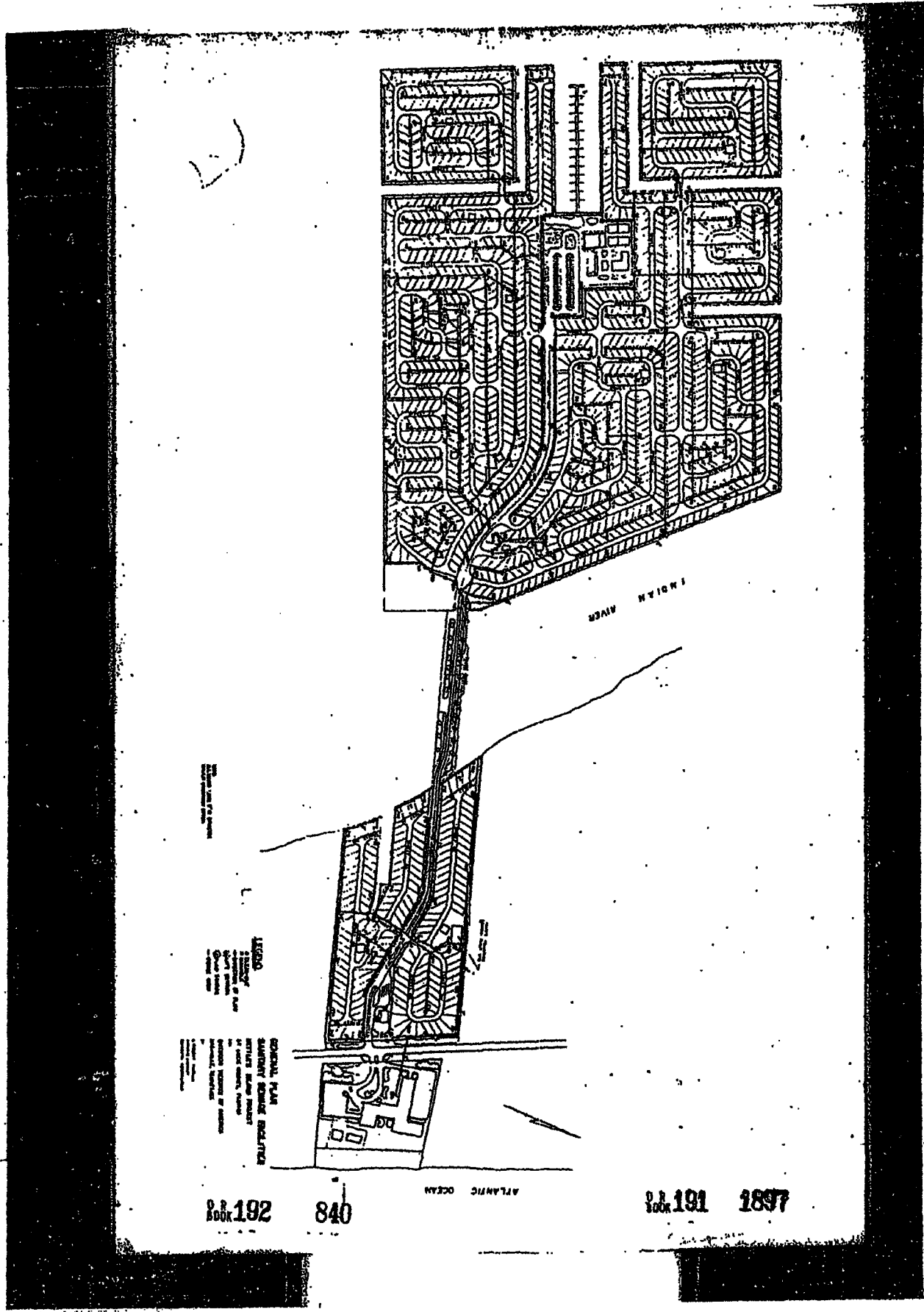
839

86.191

1896

EXHIBIT

2

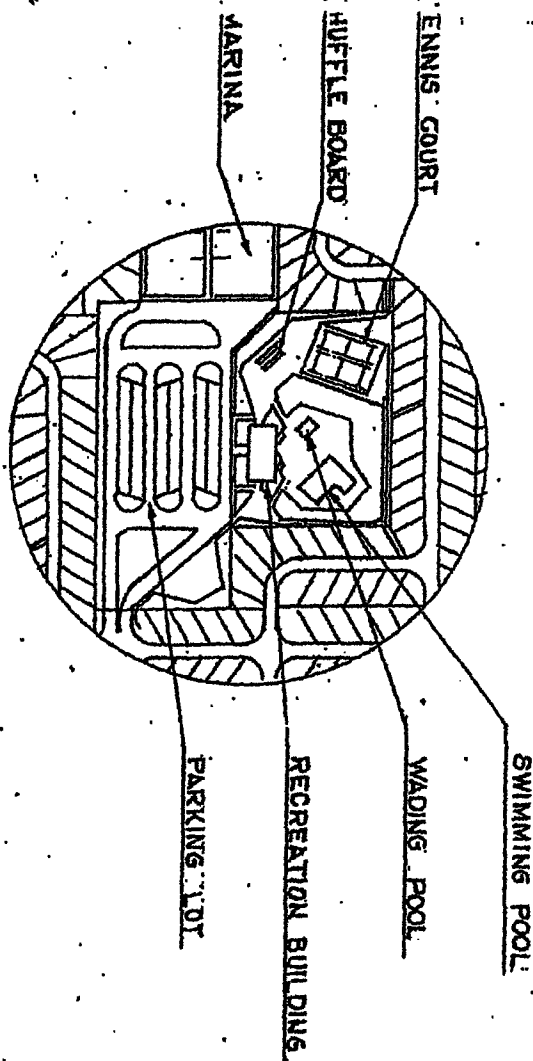


OR BOOK 1956 PAGE 1801

Book 192 840

Pl. 191 1897

EXHIBIT 2



OR BOOK 1956 PAGE 1802

FILED AND RECORDED  
 ST. LOUIS COUNTY REC.  
 ROBERT COCHRAN  
 CLERK CIRCUIT COURT  
 RECORD VERIFIED *McGowan*  
 MAY 6 10 35 AM '71

FILED AND RECORDED  
 ST. LOUIS COUNTY REC.  
 ROBERT COCHRAN  
 CLERK CIRCUIT COURT  
 RECORD VERIFIED *McGowan*  
 APR 13 10 46 AM '71

208831

207540

MICROFILM MEMO  
 Legibility of writing, typing  
 or printing unsatisfactory in  
 this document for microfilming.

806.192 841

806.191 1898

EXHIBIT 2

**EXHIBIT "3"**

**PERCENTAGE OWNERSHIP AND SHARES**

**PERCENTAGE OWNERSHIP AND SHARES**

All units hold an equal ownership interest and all assessments are levied on the basis of one (1) assessment per unit.

OR BOOK 1956 PAGE 1803

EXHIBIT "3"