

This instrument prepared  
by: Record and Return To:  
Ryan S. Grazi, Esq.  
Grazi & Gianino, LLP  
217 SE. Ocean Blvd.  
Stuart, FL 34994

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(Space Above Line For Recording Purposes)

## DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

### FOR

### MANATEE ISLES

THIS DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS is made this 11<sup>th</sup> day of January, 2016, by MANATEE ISLES AT ROCKY POINT, LLC, a Florida limited liability company ("DEVELOPER").

### PURPOSE

DEVELOPER intends to develop the PROPERTY as a residential community. The purpose of this DECLARATION is to provide various use and maintenance requirements and restrictions in the best interest of the OWNERS of UNITS within the PROPERTY, to protect and preserve the values of the LOTS within the PROPERTY, and to provide in perpetuity for the maintenance, management and oversight of the COMMON AREAS and LIMITED COMMON ELEMENTS. This DECLARATION will also establish the ASSOCIATION which will own, operate and/or maintain various portions of the PROPERTY and improvements constructed within the PROPERTY, will have the right to enforce the provisions of this DECLARATION, and will be given various other rights and responsibilities. The expenses of the ASSOCIATION will be shared by the OWNERS of LOTS within the PROPERTY, each of who will be members of the ASSOCIATION.

NOW, THEREFORE, DEVELOPER hereby declares that the PROPERTY, and such additions to the PROPERTY as may hereafter be made pursuant to the terms of this DECLARATION, shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges set forth in this DECLARATION, all of which are created in the best interest of the OWNERS of LOTS and residents of the PROPERTY, and which shall run with the PROPERTY and shall be binding upon all PERSONS having and/or acquiring any right, title or interest in the PROPERTY, or any portion thereof, and shall inure to the benefit of each and every PERSON, from time to time, owning or holding an interest in the PROPERTY, or any portion thereof.

1.00 **DEFINITIONS.** The terms used in this DECLARATION, and in the ARTICLES and the BYLAWS, shall have the following meanings, unless the context otherwise requires:

1.01 **ARTICLES** means the Articles of Incorporation of the ASSOCIATION attached hereto as Exhibit "B" and by this reference made a part hereof, as same may be amended from time to time.

1.02 **ASSESSMENTS** means the amount of money which may be assessed against an OWNER for the payment of the OWNER'S share of COMMON EXPENSES pursuant to this DECLARATION, and/or any other funds which an OWNER may be required to pay to the ASSOCIATION as provided by this DECLARATION, the ARTICLES or the BYLAWS.

1.03 **ASSOCIATION** means MANATEE ISLES HOMEOWNERS ASSOCIATION, INC., established pursuant to the ARTICLES.

1.04 **BOARD** means the Board of Directors of the ASSOCIATION.

1.05 **BOAT** means any ocean-worthy and/or sea-worthy floating watercraft and/or navigable vessel which is not attached to the sea bed, DOCK or SLIP which is used and/or capable of being used as a means of transportation on water, but specifically excluding any such vessel which is propelled solely by oars and further excluding any LIVE-ABOARD.

1.06 **BYLAWS** means the Bylaws of the ASSOCIATION attached hereto as Exhibit "C" and by this reference made a part hereof, as the same may be amended from time to time.

1.07 **COMMON AREAS** means all real property, whether improved or unimproved, or any easement or interest therein, now or hereafter owned by the ASSOCIATION or which is declared to be a part of the COMMON AREAS either by DEVELOPER or by this DECLARATION. COMMON AREAS may include, but are not limited to, open areas, swale and other water-retention areas, entrance ways, entrance features, boundary walls and fences, sidewalks, driveways and other similar facilities and properties, together with any LIMITED COMMON ELEMENTS; however, DEVELOPER makes no representation or warranty that any or all of the foregoing types of COMMON AREAS will be provided or shall exist within, upon and/or appurtenant to the PROPERTY. COMMON AREAS shall include the facilities and improvements which are situated thereon, including but not limited to the WHARF, together with any pilings and other improvements associated therewith, structures for recreation, storage or protection of equipment; sidewalks; cat walks and/or walkways, common driveways; landscaping, lighting and light poles, any and all sanitary sewer and storm sewer lines located within the COMMON AREAS and any and all pipes, wires, conduits, meters and other such utility lines and equipment located within the COMMON AREAS, and other similar and appurtenant improvements.

1.08 **COMMON EXPENSES** means all expenses of any kind or nature whatsoever incurred by the ASSOCIATION, including but not limited to the following:

1.08.1 Expenses incurred in connection with the ownership, maintenance, repair, improvement or operation of the COMMON AREAS, the STRUCTURAL COMMON ELEMENTS or any other property to be maintained by the ASSOCIATION as provided in this DECLARATION, including but not limited to utilities services, taxes, assessments, insurance, administration, operation, maintenance, repairs, improvements and alterations.

1.08.2 Expenses of obtaining, repairing or replacing personal property or facilities used in connection with any of the COMMON AREAS or the performance of any of the ASSOCIATION'S duties.

1.08.3 Expenses incurred in connection with the administration, operation and management of the ASSOCIATION.

1.08.4 Charges billed to the ASSOCIATION for water, sewer, electric and other utilities services furnished to the OWNERS, by and through the ASSOCIATION, which are not or can not be separately or individually metered and/or billed to the OWNERS on the basis of their actual use.

1.08.5 Expenses declared to be COMMON EXPENSES by the provisions of this DECLARATION or by the ARTICLES or BYLAWS.

1.09 **COMMON SURPLUS** means the excess of ASSESSMENTS and all other receipts of the ASSOCIATION over the amount of the COMMON EXPENSES.

1.10 **DEVELOPER** means the PERSON executing this DECLARATION, or any PERSON who may be assigned the rights of DEVELOPER pursuant to a written assignment executed by the then present DEVELOPER recorded in the Public Records of Martin County, Florida. In addition, in the event any PERSON who obtains title to all of the PROPERTY then owned by DEVELOPER as a result of the foreclosure of any mortgage or by the acceptance of a deed in lieu thereof, such PERSON may elect to become the DEVELOPER by a written election recorded in the Public Records of Martin County, Florida, and regardless of the exercise of such election, such PERSON may appoint as DEVELOPER any third party who acquires title to all or any portion of the PROPERTY by written appointment recorded in the Public Records of Martin County, Florida. In any event, any subsequent DEVELOPER shall not be liable for any defaults or obligations incurred by any prior DEVELOPER, except as same may be expressly assumed by the subsequent DEVELOPER.

1.11 **DECLARATION** means this DECLARATION and any amendments hereof, as the same may be amended from time to time, including but not limited to this amendment and restatement thereof.

1.12 **DOCK** means and refers to each SLIP, and to all of the SLIPS, collectively, which are numerically identified, designated and shown on Boat Plan which is attached hereto as Exhibit "D" and by this reference made a part hereof, as the same may be revised and approved from time to time by the controlling governmental authorities having jurisdiction thereof

1.13 **INSTITUTIONAL LENDER** means any PERSON holding a first in priority mortgage encumbering a LOT, which PERSON in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and which PERSON is not owned or controlled by the OWNER of the LOT encumbered. An INSTITUTIONALLENDER may include, but it is not limited to, a federal or state-chartered bank or savings and loan association, an insurance company, brokerage or investment bank, a credit union, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company, the Government National Mortgage Association, the Federal National Mortgage Association, the Federal Home Loan mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Dept of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional-type lender. For definitional purposes only, an INSTITUTIONAL LENDER shall also mean the holder of any mortgage executed by or in favor of DEVELOPER, whether or not such holder would otherwise be considered an INSTITUTIONAL LENDER.

1.14 **LIMITED COMMON ELEMENTS** mean and include any portion(s) of the COMMON AREAS situated upon and within the PROPERTY which are reserved for the exclusive use of a certain LOT or LOTS and/or a certain OWNER or OWNERS, to the exclusion of other LOTS and/or OWNERS, which shall expressly include but not be limited to each SLIP.

1.15 **LIVE-ABOARD** means a BOAT with sleeping and eating accommodations which is docked in the same place on the WHARF for more than one (1) night for residential purposes, which shall include but not limited to any vessel which would otherwise be and constitute a "Live-aboard vessel" under and pursuant to Section 327.02(19), Florida Statutes. LIVEABOARDS are expressly prohibited and restricted from the PROPERTY, at any time and/or for any purpose.

1.16 **LOT** means any parcel of land located within the PROPERTY which has been or is intended to be conveyed by DEVELOPER to an OWNER and which contains or is intended to contain a UNIT, and such LOT shall include any UNIT constructed upon the LOT.

1.17 **OWNER** means the record owner(s) of the fee simple title to a LOT.

1.18 **PERSON** means an individual, corporation, partnership, trust or any other entity validly existing at law or created by statute.

1.19 **PROPERTY** means all of the real property made subject to this DECLARATION from time to time, which initially is the real property legally described in Exhibit "A" attached hereto and by this reference made a part hereof, together with any and all improvements which may be graphically depicted in Exhibit "A", and includes the LOTS and any UNITS or other improvements constructed thereon, as well as the COMMON AREAS.

1.20 **SLIP** means each delineated parcel which is numerically identified, designated and shown on Boat Plan which is attached hereto as Exhibit "D" and by this reference made a part hereof, as the same may be revised and approved from time to time by the controlling governmental authorities having jurisdiction thereof, which is intended to be used for the berthing of a BOAT. At such time as a SLIP is assigned by DEVELOPER to either an OWNER or a UNIT, such SLIP shall be deemed appurtenant to such OWNER or UNIT and any transfer of title by such OWNER or to such UNIT shall be effective to transfer the appurtenant SLIP. Unless and until DEVELOPER shall assign a SLIP to either an OWNER and/or a UNIT, all right, title and interest in and to each such SLIP shall be and remain fully vested in DEVELOPER.

1.21 **STRUCTURAL COMMON ELEMENTS** means any and all of the following improvements situated upon the PROPERTY which are shared in common between, and which comprise the structural components of, more than one UNIT:

1.21.1 Utility Lines. Any and all utility lines, ducts, pipes and conduits, wires and other utilities fixtures and appurtenances which are located on or within the PROPERTY and which, either directly or indirectly, service more than one UNIT.

1.21.2 Party Walls. All division walls between UNITS, commonly referred to herein as "Party Walls", which are situated on or about the lot lines of contiguous and adjacent LOTS within the PROPERTY and which are shared in common by more than one UNIT.

1.21.3 Roofs. All roofing and roof support structures, together with any and

all appurtenances thereto, which are shared in common by more than one UNIT.

1.21.4 Bearing Walls. All walls or columns which are necessary for the structural support of the roofing and roof support structures referred to in Paragraph 1.16.3 herein above.

1.21.5 Slabs. The concrete floor slab, together with all foundational and support structures appurtenant thereto, which are shared in common by more than one UNIT.

1.21.6 Privacy Walls. Any and all walls, other than Party Walls, which are erected on or about the lot lines of contiguous and adjacent LOTS within the PROPERTY and are shared in common by more than one UNIT, together with any and all support and foundational structures appurtenant thereto.

1.22 **UNIT** means the residential dwelling unit constructed upon a LOT.

1.23 **WHARF** means the pier constructed or to be constructed by DEVELOPER between and around and connecting the DOCK to the PROPERTY, which includes SLIPS 1 through 18, inclusive, and which extends from the shoreline of the PROPERTY to the end of the DOCK which is farthest from said shoreline.

2.00 **ASSOCIATION**. In order to provide for the administration of the PROPERTY and this DECLARATION, the ASSOCIATION has been organized under the laws of the State of Florida.

2.01 **ARTICLES**. No amendment to the ARTICLES shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided in this DECLARATION.

2.02 **BYLAWS**. No amendment to the BYLAWS shall be deemed an amendment to this DECLARATION, and this DECLARATION shall not prohibit or restrict amendments to the BYLAWS, except as specifically provided in this DECLARATION.

2.03 **Powers of the ASSOCIATION**. The ASSOCIATION shall have all of the powers indicated or incidental to those contained in Florida Statutes Chapters' 720, 617 and the ARTICLES and BYLAWS. In addition, the ASSOCIATION shall have the power to enforce this DECLARATION and shall have all of the powers granted to it by this DECLARATION. By this DECLARATION, the PROPERTY is hereby submitted to the jurisdiction of the ASSOCIATION.

2.04 **Approval or Disapproval of Matters**. Whenever the decision of the OWNERS is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decisions shall be expressed in accordance with the ARTICLES and BYLAWS, except as otherwise provided in this DECLARATION.

2.05 **Acts of the ASSOCIATION**. Unless the approval or action of the OWNERS and/or a certain specific percentage of the BOARD is specifically required by this DECLARATION, the ARTICLES or BYLAWS, or by applicable law, all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the OWNERS, and the BOARD may so approve an act through the proper officers of the

ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate, or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as specifically provided in this DECLARATION to the contrary.

2.06 Management and Cable Television Contracts. The ASSOCIATION shall have the right to contract for professional management on such terms and conditions as the BOARD deems desirable in its sole discretion; provided, however, that any such contract shall not exceed five (5) years and shall be terminable by the ASSOCIATION without cause and without payment of a termination or penalty fee on thirty (30) days or less written notice. DEVELOPER shall have the right to enter into, or cause the ASSOCIATION to enter into, a contract with such provider as DEVELOPER shall determine, to install and furnish cable television equipment, service, and internet within the PROPERTY and to every UNIT, which contract may be for such duration and upon such terms and conditions as DEVELOPER deems appropriate..

2.07 Membership. All OWNERS shall be members of the ASSOCIATION, Membership as to each LOT shall be established, and transferred, as provided by the ARTICLES and BYLAWS.

2.08 OWNERS Voting Rights. The votes of the OWNERS shall be established and exercised as provided in the ARTICLES and BYLAWS.

### **3.00 COMMON AREAS; DUTIES AND OBLIGATIONS OF THE ASSOCIATION.**

#### **3.01 Conveyance of COMMON AREAS TO ASSOCIATION.**

3.01.1 By DEVELOPER. DEVELOPER shall have the right to convey title to any real or personal property owned by DEVELOPER, or any easement or interest therein, to the ASSOCIATION as part of the COMMON AREAS, and the ASSOCIATION shall be required to accept such conveyance. Any such conveyance of COMMON AREAS to the ASSOCIATION by DEVELOPER shall be effective upon recording the deed or instrument of conveyance in the Public Records of Martin County, Florida. Fee simple title to the COMMON AREAS shall be transferred by DEVELOPER on or before the date DEVELOPER is no longer entitled to elect one or more directors.

3.01.2 By Any Other PERSON. Any other PERSON may also convey title to any real property owned by such PERSON, or any easement or interest therein, to the ASSOCIATION as part of the COMMON AREAS, but the ASSOCIATION shall not be required to accept any such conveyance, and no such conveyance shall be effective to impose any obligation for the maintenance, operation or improvement of any such real property upon the ASSOCIATION, unless the BOARD expressly accepts the conveyance by executing the deed or other instrument of conveyance or by recording a written acceptance of such conveyance in the Public Records of Martin County, Florida.

3.02 Use and Benefit. All COMMON AREAS shall be held by the ASSOCIATION for the use and benefit of the ASSOCIATION and the OWNERS and residents of the PROPERTY, and their respective guests and invitees, the INSTITUTIONAL LENDERS and any other PERSONS

authorized to use the COMMON AREAS, or any portion thereof, by DEVELOPER or the ASSOCIATION for all proper and reasonable purposes and uses for which the same are reasonably intended, subject to the terms of this DECLARATION, the terms of any utility easement or other easement, restriction, reservation or limitation of record affecting the COMMON AREAS or contained in the deed or instrument conveying the COMMON AREAS to the ASSOCIATION, and to any rules and regulations duly adopted by the ASSOCIATION. An easement and right for such use is hereby created in favor of all OWNERS, appurtenant to the title to their LOT.

3.03 Grant and Modification of Easements. The ASSOCIATION shall have the right to grant, modify or terminate easements over, under, upon and/or across any COMMON AREAS, and shall have the further right to modify, relocate or terminate existing easements in favor of the ASSOCIATION.

3.04 Additions, Alterations or Improvements. The ASSOCIATION, acting by and through the BOARD, shall have the right to make additions, alterations or improvements to the COMMON AREAS, and to purchase any personal property, as it deems necessary or desirable from time to time; provided, however, that the consent of two-thirds (2/3) of the OWNERS and a majority of the INSTITUTIONAL LENDERS shall be required for any addition, alteration or improvement, or any purchase of personal property exceeding a sum equal to six (6) times the aggregate monthly ASSESSMENTS then payable by all the OWNERS, or if the cost of all additions, alterations, improvements and purchases of personal property shall in any fiscal year exceed in the aggregate a sum equal to twelve (12) times the aggregate monthly ASSESSMENTS then payable by all of the OWNERS. The foregoing approval shall not be required with respect to expenses incurred in connection with the maintenance, repair or replacement of existing COMMON AREAS, or any existing improvements or personal property associated with existing COMMON AREAS. The cost and expense of any such additions, alterations or improvements to the COMMON AREAS, or the purchase of any personal property, shall be a COMMON EXPENSE. In addition, so long as DEVELOPER owns any portion of the PROPERTY, DEVELOPER shall have the right to make any additions, alterations or improvements to the COMMON AREAS as may be desired by DEVELOPER in its sole discretion from time to time, at DEVELOPER'S expense. Notwithstanding the foregoing, the ASSOCIATION shall not have the right to make any changes, alterations or additions to any STRUCTURAL COMMON ELEMENTS situated upon any of the COMMON AREAS.

3.05 Utilities. The ASSOCIATION shall pay the cost for provision of all utilities services for the COMMON AREAS or for any other real or personal property to be maintained or operated by the ASSOCIATION, as a COMMON EXPENSE.

3.06 Taxes. The ASSOCIATION shall pay all real and personal property taxes, if any, and municipal assessments for the COMMON AREAS or for any real property owned by the ASSOCIATION, as a COMMON EXPENSE.

3.07 Insurance. The ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows, to the extent such insurance is available:

3.07.1 Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard

all-risk endorsement, covering 100% of the then current replacement cost of (i) all COMMON AREAS (exclusive of land, landscaping and other items normally excluded from coverage), (ii) all STRUCTURAL COMMON ELEMENTS, (iii) any and all improvements situated upon any real property owned by the ASSOCIATION, (iii) all UNITS, and (iv) any and all LOT improvements, such as Privacy Walls, fences and similar structures (excluding land, foundations, excavations and other items normally excluded from insurance coverage and except to the extent the Board, in its discretion, elects to obtain such insurance, further excluding windows and any glass doors of the UNITS). Such insurance shall also cover fixtures and building service equipment and personal property and supplies owned by the ASSOCIATION. The hazard insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the ASSOCIATION, shall contain a "Replacement Cost Endorsement," and shall contain a standard mortgagee clause endorsement in favor of each mortgagee of each UNIT, if any, as its respective interest may appear. The policy shall provide that the proceeds payable by reason of loss or damage to UNITS or LOT improvements shall be payable and disbursed as follows:

(i) To the ASSOCIATION, as trustee for each of the OWNERS whose UNIT or other LOT improvements are damaged, in the case of any one loss of \$100,000.00 or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustments of the loss, shall be applied to the payment of the cost of restoring the UNITS and LOT improvements to substantially the same condition in which they existed immediately prior to such damage or destruction, free from vendors, mechanics, materialmen and other similar liens; or

(ii) In case of anyone loss exceeding \$100,000.00 in the aggregate, the insurance proceeds shall be paid to the Insurance Trustee designated by the Board. Such insurance proceeds, less the actual cost, fees and expenses, if any incurred in connection with the adjustment of the loss, and the fees of the Insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the damaged UNITS and LOT improvements to substantially the same condition in which they existed immediately prior to such damage or destruction. Such proceeds shall be paid by the Insurance Trustee to or for the account of the ASSOCIATION, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the damaged UNITS and LOT improvements.

(iii) If the net insurance proceeds are insufficient to pay for the estimated cost of restoration and repair, or the actual cost thereof, if work has actually been done, the ASSOCIATION shall promptly, upon the termination of the deficiency, levy a special assessment against all OWNERS, on an equal basis. The special assessment funds shall either be held by the ASSOCIATION as trustee or delivered by the ASSOCIATION to the Insurance Trustee, if any, and added by the ASSOCIATION or the Insurance Trustee, as the case may be, to the proceeds available for the repair and restoration of the damaged UNITS and LOT improvements.

(iv) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within 120 days after the casualty, so that there are sufficient funds to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, this provision may be waived by the unanimous vote of the BOARD in favor of any INSTITUTIONAL LENDER upon request therefore at any time. In the event that any insurance proceeds are required to be paid over to such mortgagee, the OWNER shall be obligated to replenish the funds so paid over and said OWNER and his LOT shall be subject to special assessment for said sum.



(v) Any repair and restoration must be made substantially in accordance with the plans and specifications for the original UNITS and LOT improvements that were damaged, or according to the plans approved by the BOARD, which approval shall not be unreasonably withheld; provided, however, that the external appearance and integrity of any repaired or restored UNIT or other LOT improvement shall blend in and be in harmony with the balance of the existing UNITS and other LOT improvements within the PROPERTY; provided further if any material or substantial change is contemplated the approval of all INSTITUTIONAL LENDERS holding mortgages on the damaged UNITS shall also be required.

(vi) Anything in this subparagraph 3.07.1 to the contrary notwithstanding, an INSTITUTIONAL LENDER shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged UNIT in the event: (a) its mortgage is not in good standing and is in default; and/or, either, (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the ASSOCIATION has not made additional funds available for such purpose by way of special assessment; or (c) it is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such mortgagee has not consented in writing to such a change or alteration.

(vii) The ASSOCIATION and the Insurance Trustee have been hereby irrevocably appointed agent for each OWNER for the purpose of compromising and setting claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases therefor, upon the payment of claims.

(viii) Notwithstanding anything herein to the contrary, such damage or destruction to the UNITS need not be repaired or restored if two-thirds (2/3) or more of the UNITS within the PROPERTY are substantially destroyed and uninhabitable as a result of loss or damage by fire or other casualty and two-thirds of the OWNERS and two-thirds of the INSTITUTIONAL LENDERS agree in writing within sixty (60) days after such fire or other casualty not to repair or restore the damage. In such event, the insurance proceeds shall be distributed to the OWNERS of the damaged UNITS and their respective mortgagees, as their interests may appear, in the proportion that the estimated cost to repair the damaged UNITS and other improvements on any LOT bears to the total cost to repair the damage to all UNITS and other improvements on LOTS that suffered damage.

(ix) The BOARD, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the PROPERTY insured hereunder. The cost of any such appraisal shall be a COMMON EXPENSE.

Each OWNER shall be responsible for insuring his furnishings and other personal property within his UNIT or stored elsewhere on the PROPERTY, his personal liability, including liability arising out of the use and/or ownership of his UNIT and LOT, and unless the BOARD elects to obtain such insurance for all OWNERS, for damage to the windows and any glass doors in his UNIT. The ASSOCIATION shall not use hazard insurance proceeds payable by reason of loss or damage to the COMMON AREAS and any improvements owned by the ASSOCIATION for any purpose other than repair, replacement or reconstruction of any such damaged or destroyed property without the approval of at least two-thirds (2/3) of the votes of the OWNERS and a majority of the votes of the INSTITUTIONAL LENDERS.

3.07.2 Comprehensive General Liability Insurance protecting the

ASSOCIATION from claims for bodily injury, death or property damage providing for coverage of at least \$1,000,000 for any single occurrence.

3.07.3 Blanket Fidelity Bonds for anyone who handles or is responsible for funds held or administered by the ASSOCIATION, covering the maximum funds that will be in the custody or control of the ASSOCIATION or any managing agent, which coverage shall be at least for the sum of three (3) months aggregate ASSESSMENTS on all UNITS plus the ASSOCIATION's reserve funds, if any.

3.07.4 Other Insurance. Such other commercially reasonable and prudent insurance coverage as may be desired by the ASSOCIATION, or by a majority of the INSTITUTIONAL LENDERS, such as flood insurance, errors and omissions insurance, workers compensation insurance, directors and officers' liability insurance or any other customary form of insurance.

3.07.5 Notices. All insurance purchased by the ASSOCIATION must include a provision requiring at least ten (10) days written notice to both the ASSOCIATION and to the INSTITUTIONAL LENDERS before the insurance can be canceled or the coverage reduced or modified for failure to pay premiums or any other reason.

3.07.6 Deductible. Any deductible or exclusion under the policies shall be a COMMON EXPENSE and shall not exceed \$2,500.00 or such other greater sum as is approved by the BOARD with the consent of a majority of the OWNERS and a majority of the INSTITUTIONAL LENDERS.

3.07.7 Rights of Institutional Lenders. Upon request, each INSTITUTIONAL LENDER shall have the right to receive a copy or certificate of the insurance purchased by the ASSOCIATION. Each INSTITUTIONAL LENDER shall have the right upon notice to the ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, issuer, coverage and deductibles of all insurance purchased by the ASSOCIATION, and to require the ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the INSTITUTIONAL LENDER. In the event of a conflict between the INSTITUTIONAL LENDERS, the requirements of the INSTITUTIONAL LENDER holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

3.08 Default. Any INSTITUTIONAL LENDER may pay for any utilities, taxes or municipal assessments on or with respect to the COMMON AREAS or insurance premiums to be paid by the ASSOCIATION which are not paid by the ASSOCIATION when due, or may secure new insurance upon the lapse of an insurance policy, and shall be owed immediate reimbursement therefor from the ASSOCIATION, plus interest and any costs of collection, including attorneys' fees.

3.09 Damage or Destruction. In the event any improvement within any of the COMMON AREAS is damaged or destroyed due to fire, flood, wind or other casualty or reason, the ASSOCIATION shall restore, repair, replace or rebuild (hereinafter collectively referred to as a "repair") the damaged improvement to the condition the improvement was in immediately prior to such damage or destruction, unless otherwise approved by two-thirds (2/3) of the votes of the OWNERS and a majority of the INSTITUTIONAL LENDERS. Any excess cost of repairing any improvement over insurance proceeds payable on account of any damage or destruction shall be a

COMMON EXPENSE, and the ASSOCIATION shall have the right to make a special ASSESSMENT for any such expense.

3.10 Mortgage and Sale of COMMON AREAS. The ASSOCIATION shall not abandon, partition, subdivide, mortgage, sell or transfer any of the COMMON AREAS owned by the ASSOCIATION without the approval of at least two-thirds (2/3) of the votes of the OWNERS and a majority of the INSTITUTIONAL LENDERS. If ingress or egress to any LOT is over, through or upon any of the COMMON AREAS, any conveyance or encumbrance of such part of the COMMON AREAS shall be subject to an appurtenant easement for ingress and egress in favor of the OWNER(S) of such LOT(S), unless reasonable alternative ingress and egress is provided to the OWNER(S).

3.11 Maintenance of COMMON AREAS, STRUCTURAL COMMON ELEMENTS and other PROPERTY. The ASSOCIATION shall maintain in a state of good condition and repair at all times (i) all of the COMMON AREAS, including any LIMITED COMMON ELEMENTS, (ii) all of the STRUCTURAL COMMON ELEMENTS, and (iii) any and all improvements situated upon any real property owned by the ASSOCIATION, including, without limitation, any buffer area adjacent to the PROPERTY used for landscape, water drainage or buffer purposes. If pursuant to any easement the ASSOCIATION is to maintain any real property or any improvement within any real property, then the ASSOCIATION shall maintain such improvement in good condition at all times. In addition, the ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any real property which is not owned by the ASSOCIATION if the BOARD, in its sole discretion, determines that the operation and/or maintenance of such real property by the ASSOCIATION would be in the best interests of the residents of the PROPERTY. Such assumption by the ASSOCIATION of the obligation to operate and/or maintain any real property which is not owned by the ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the Public Records of Martin County, Florida, and may be made in connection with an agreement with any OWNER, any PERSON, the DEVELOPER or any governmental or quasi-governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any such real property may be made a permanent obligation of the ASSOCIATION. The ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any real property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNERS. Notwithstanding the foregoing, if any OWNER or any resident of any UNIT, or their guests or invitees, damages any COMMON AREAS or any improvement thereon, the OWNER of such UNIT shall be liable to the ASSOCIATION for the cost of repair or restoration.

3.12 Specific Maintenance Responsibility. In addition to the foregoing, the ASSOCIATION shall be specifically responsible for the maintenance of the following portions of the PROPERTY, and the ASSOCIATION is hereby granted any and all such easements over those portions of the PROPERTY as shall be necessary, appropriate or proper to enable the ASSOCIATION to adequately perform such maintenance:

3.12.1 Landscape maintenance and irrigation of PROPERTY. The ASSOCIATION shall maintain (i) all landscaping within the PROPERTY, and (ii) the underground sprinkler system which irrigates the PROPERTY. The ASSOCIATION is not responsible for maintaining any approved landscaping installed by any OWNER.

3.12.2 Driveways and Street lighting. The ASSOCIATION shall maintain all paved surfaces, pathways and driveways within the PROPERTY, including but not limited to those which may be LIMITED COMMON ELEMENTS appurtenant to one or more UNITS, and any and all street lighting within the PROPERTY, including any utilities services and apparatus used in connection therewith.

3.12.3 Sidewalks and Service Walks. The ASSOCIATION shall maintain any and all sidewalks and service walks within the PROPERTY.

3.12.4 STRUCTURAL COMMON ELEMENTS, Exterior of UNITS and Other LOT Improvements. The ASSOCIATION shall maintain in good condition, and shall paint, repair and replace (i) the STRUCTURAL COMMON ELEMENTS, (ii) the roofs of the UNITS, (iii) all gutters, down spouts, exterior walls and other exterior surfaces and structural components of the UNIT (except windows and glass doors, if any), exclusive of other LOT improvements the maintenance responsibility of which expressly belongs to the OWNERS in accordance with the provisions of Paragraph 5.08 hereof, and (iv) the drainage system serving the PROPERTY; (v) repairing and replacing any mailbox that serves more than one LOT.

3.13 LIMITED COMMON ELEMENTS; Description of LIMITED COMMON ELEMENTS. There shall exist LIMITED COMMON ELEMENTS appurtenant to the LOTS, as may be either designated and specified herein, including but not limited to each SLIP, or otherwise as may be delineated and depicted as a LIMITED COMMON ELEMENT on Exhibit "A" hereto, or as maybe hereafter supplemented by DEVELOPER, which may include, without limitation, covered patios, lanai, balconies, parking spaces and other portions of the PROPERTY which are either expressly designated to be or specifically delineated as LIMITED COMMON ELEMENTS. Such LIMITED COMMON ELEMENTS shall only exist if and to the extent specifically shown as such on Exhibit "A", as either supplemented by DEVELOPER and/or amended from time to time, or as otherwise expressly created and or designated as such herein, in a supplement hereto, or in an amendment hereof Such LIMITED COMMON ELEMENTS are reserved for the exclusive use of the LOTS and/or the OWNERS to which they are appurtenant, to the exclusion of other LOTS and/or OWNERS, and there shall pass with a LOT as an appurtenance thereto the exclusive right to use the LIMITED COMMON ELEMENTS so appurtenant or assigned; provided, however, any walkways, pathways and/or driveway areas, such as those which may be located on the WHARF for the benefit of the SLIPS, which may serve more than one LOT shall be deemed LIMITED COMMON ELEMENTS equally benefitting each of the LOTS deriving benefit from such areas. Such access to each LOT or the UNIT situated thereupon cannot be unreasonably impeded, restricted or terminated. Either the DEVELOPER or the ASSOCIATION may, at the option of each, permit the enclosure of LOTS' patios, lanai or balconies with screening or other approved materials.

3.13.1 Patio/Concrete Slab. The patio/concrete slab area adjacent to a LOT shall be considered as a LIMITED COMMON ELEMENT for the exclusive use of the adjoining OWNER, whether located entirely within or upon the LOT or within or upon a portion of the COMMON AREAS.

3.13.2 Parking Spaces. Each LOT shall be entitled to the exclusive use of the parking space(s) to which are considered as a LIMITED COMMON ELEMENT, whether located entirely within or upon the LOT or within or upon a portion of the COMMON AREAS.

3.13.3 Maintenance of LIMITED COMMON ELEMENTS. The ASSOCIATION is obligated to maintain, repair or replace all of the LIMITED COMMON ELEMENTS, including, but not limited to, concrete slabs, walls, and each SLIP, including all permanent improvements placed thereon, and the expense therefor shall be treated and paid for as a part of the COMMON EXPENSES, except that: (i) any maintenance, repairs or replacements due to or caused directly or indirectly by an individual OWNER shall be chargeable against such individual's LOT and shall be promptly reimbursed by such OWNER to the ASSOCIATION; (ii) if an OWNER is permitted by the BOARD, pursuant to Section 3.13 hereof, to upgrade or improve any LIMITED COMMON ELEMENT, then such up-grade or improvement must thereafter be maintained by such responsible OWNER(S). Any damage to the PROPERTY, including UNITS or other LIMITED COMMON ELEMENTS, caused by or resulting from any upgrade or improvement to an OWNER'S LOT shall be promptly repaired or replaced by the OWNER causing such damage. Exterior surfaces of patios and balconies (including screening, but not including any enclosure constructed by an OWNER), together with doors, windows, skylights and casings and framing therefor, shall be LIMITED COMMON ELEMENTS appurtenant to the LOT which they adjoin. If the Association needs to remove an upgrade or improvement installed by an OWNER in order to perform maintenance, the OWNER is responsible for the cost of removing, repairing, and replacing the upgrade or improvement.

4.00 EASEMENTS. Each of the following easements are hereby created, which shall run with the land and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of this DECLARATION.

4.01 Easements for Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across drives, sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON AREAS, the WHARF and/or the LOTS and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portion of the COMMON AREAS, the WHARF and/or the LOTS as may from time to time be paved and intended for such purposes, the same being for the use and benefit of the OWNERS and the residents of the PROPERTY, and their guests and invitees, and the INSTITUTIONAL LENDERS.

4.02 Perpetual Nonexclusive Easement in COMMON AREAS. The COMMON AREAS shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement in favor of all OWNERS and residents of the PROPERTY from time to time, and their guests and invitees, and INSTITUTIONAL LENDERS for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

4.03 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utilities companies (including but not limited to the providers of electric, telephone, telecommunications, water, sewer, gas, drainage and similar services), cable television and communications companies, security/surveillance system companies, ambulance or emergency vehicle companies and mail carrier and courier services (i) over, under, upon and across all driveways and walkways existing from time to time within the PROPERTY, and (ii) over, under, upon and across the COMMON AREAS, the WHARF and/or the LOTS, all as may be reasonably required to permit the foregoing providers, and their agents and employees, to undertake their respective authorized services to and for the PROPERTY and the OWNERS. Also, easements over, under, upon and across those portions of the PROPERTY as may be required for the installation, maintenance, repair and provision of utilities services, equipment and fixtures in order to adequately serve the PROPERTY, the WHARF and/or any LOT, including but not limited to electricity,

telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities and electronic security; provided, however, that easements which serve more than one (1) LOT or the COMMON AREAS shall exist solely under or upon the COMMON AREAS and STRUCTURAL COMMON ELEMENTS, unless doing so would be infeasible or impractical, and shall only be for utilities services actually constructed, or reconstructed, and for the maintenance thereof. An OWNER shall do nothing on his LOT which interferes with or impairs the utilities services using these easements. The BOARD or its designee shall have a right of access to each LOT and UNIT to inspect, maintain, repair or replace the utilities service facilities contained under the LOT and to remove any improvements interfering with or impairing the utilities services or easements reserved in this DECLARATION; provided such right of access shall not unreasonably interfere with the OWNER'S permitted use of the LOT and, except in the event of an emergency, entry into any UNIT shall be made with reasonable notice to the OWNER.

4.04 Service and Maintenance Easement. An easement in favor of the OWNER of each UNIT shall exist into the contiguous LOT or COMMON AREA, as the case may be, which easement shall be for the purpose of servicing and maintaining each such UNIT. The OWNER of such UNIT shall not be liable for any damage or destruction to any landscaping within any such easement area which is caused in connection with the reasonable service and maintenance of his UNIT.

4.05 Encroachments. If any portion of the COMMON AREAS or any improvement within the COMMON AREAS encroaches upon any LOT, if any UNIT or any STRUCTURAL COMMON ELEMENTS or other improvement constructed upon any LOT encroaches upon any adjoining LOT or upon any portion of the COMMON AREAS, or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON AREAS made by or with the consent of the ASSOCIATION; (v) any non-purposeful or non-negligent act of an OWNER except as may be authorized by the BOARD, 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.

4.06 Easements for overhanging troughs or gutters, down spouts, roof eaves and balconies, and the discharge therefrom of rainwater and the subsequent flow thereof over the LOTS and the COMMON AREAS.

4.07 Easements for air conditioning units serving any one or more of the UNITS may situate upon such portions of the COMMON AREAS so designated by the ASSOCIATION for such purpose, together with the right of ingress and egress therefrom over and upon the COMMON AREAS as may be necessary from time to time for the proper periodic repair and replacement thereof.

4.08 Easements for perpetual existence of the STRUCTURAL COMMON ELEMENTS over, across, under and upon such portions of the LOTS and COMMON AREAS as may be necessary to accommodate and permit the continued use and benefit thereof by the OWNERS of adjacent and contiguous LOTS, together with the right of ingress and egress therefrom over and upon such portions of the PROPERTY as may be necessary from time to time for the proper and periodic repair and replacement thereof.

4.09 Additional Easements. DEVELOPER (so long as it owns any LOTS) and the ASSOCIATION, on their behalf and on behalf of all OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under and/or across the COMMON AREAS in favor of the OWNERS and residents of the PROPERTY and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the PROPERTY in favor of the ASSOCIATION and/or the OWNERS and residents of the PROPERTY, and their guests and invitees, or in favor of any PERSON, public or quasi-public authority or utility company, as the DEVELOPER or the ASSOCIATION may deem desirable for the proper operation and maintenance of the PROPERTY, or any portion thereof, or for the health, safety or welfare of the OWNERS, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements, will not unreasonably and adversely interfere with the use of LOTS for dwelling purposes, no joinder of any OWNER or INSTITUTIONAL LENDER shall be required or, if same would unreasonably and adversely interfere with the use of any LOT for dwelling purposes, only the joinder of the OWNERS and INSTITUTIONALLENDERS of LOTS so affected shall be required. To the extent required, all OWNERS hereby irrevocably appoint DEVELOPER and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

#### **5.00 USE RESTRICTIONS; OWNER'S DUTY TO MAINTAIN.**

5.01 Outside Storage of Personal Property. The personal property of any resident of the PROPERTY shall be kept inside the resident's UNIT, except for tasteful patio furniture and other personal property commonly kept outside.

5.02 Portable Buildings. No portable, storage, temporary or accessory buildings or structures, or tents, shall be erected, constructed or located upon any LOT for storage or otherwise, without the prior written consent of the ASSOCIATION except those erected, constructed or located by DEVELOPER.

5.03 Garbage and Trash. Unless such services are otherwise provided by the controlling governmental authority with jurisdiction over the PROPERTY, the ASSOCIATION shall engage the services of a private scavenger service to collect all trash, garbage and rubbish from each OWNER weekly, or more frequently as the BOARD may determine, the cost of which shall be paid for by the ASSOCIATION as a COMMON EXPENSE. This provision for private scavenger service may not be amended or modified without the prior approval of the controlling governmental authority with jurisdiction over the PROPERTY and no OWNER shall have or attempt to have the controlling governmental authority with jurisdiction over the PROPERTY collect trash, garbage or rubbish from his Lot. Garbage, trash, refuse or rubbish that is required to be placed at the front of the LOT in order to be collected may be placed and kept at the front the LOT after 7:00 p.m. on the day before the scheduled day of collection, and any trash facilities must be removed on the collection day. All garbage, trash, refuse or rubbish must be placed in plastic animal-proof containers, or as otherwise may be required by local ordinance. No paper bags or other containers shall be used. All containers or garbage shall be stored either inside a UNIT or within a fenced or enclosed area of the LOT, screened from view and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted. No dumpsters shall be placed upon any portion of the PROPERTY for garbage, trash, refuse or rubbish or for any other purpose without the prior written approval of the BOARD, except DEVELOPER, without BOARD approval, may store and use dumpsters for any purpose in conjunction with its construction or repair of improvements on the PROPERTY.

5.04 Vehicles. No motor vehicles of any kind will be permitted upon the PROPERTY other than passenger automobiles. Passenger automobiles includes, light-duty pick-up trucks and sport utility vehicles. Under no circumstance may any motor vehicle be parked for any period of time within the COMMON AREAS, other than within and upon designated vehicular parking spaces. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making a delivery to or from, or while used in connection with providing services to, the PROPERTY. All vehicles parked within the PROPERTY must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the PROPERTY for more than 24 hours, and no major repair of any vehicle shall be made on the PROPERTY. Motorcycles are not permitted within the PROPERTY. All permitted vehicles must be equipped with appropriate noise-muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the PROPERTY. Any vehicles violating these provisions may, at the discretion of the BOARD, be removed from the PROPERTY and the person who owns said vehicle shall be charged with the cost of such removal. In addition any OWNER shall be charged and assessed for the removal cost of any vehicle owned by such OWNER, or by any tenant, occupant, guest or invitee of such OWNER. Such OWNER is also subject to a fine being levied and assessed against such OWNER by the BOARD.

5.05 Pets. No livestock, horses, poultry or other animals of any kind shall be raised, bred or kept within the PROPERTY except that common household domestic pets may be kept within a UNIT or a fenced-in or otherwise enclosed area of a LOT subject to such reasonable rules and regulations as may be adopted by the BOARD, provided they are not kept, bred or maintained for any commercial purpose and provided that no more than two (2) dogs or cats (either two (2) dogs or two (2) cats or a combination of one (1) of each) shall be kept by an OWNER within a UNIT or an enclosed area of a LOT; and provided further that any pet causing or creating a nuisance or unreasonable disturbance or which prevents, interferes with or impedes the ASSOCIATION'S access to the rear yard for the purpose of discharging its rights and obligations under this DECLARATION shall, upon three (3) days written notice from the BOARD, be permanently removed from the PROPERTY. All pets must be carried or kept on a leash when outside of a UNIT or an enclosed area of a LOT and no pet shall be allowed outside of a UNIT unless someone is present in the UNIT. OWNERS shall pick up and remove any solid animal waste deposited by his pet or any pet that is kept within the UNIT in which such OWNER resides, except for designated pet-walk areas, if any. The BOARD may require any pet to be immediately and permanently removed from the PROPERTY due to a violation of this Paragraph 5.05.

5.06 Maintenance. Each OWNER shall maintain his UNIT and all improvements upon such OWNER'S LOT in first class condition and repair and in a neat and attractive manner at all times, except any portions thereof to be maintained by the ASSOCIATION as provided in this DECLARATION. All patios adjacent to an OWNER's LOT which exclusively serves the OWNER'S UNIT shall be kept clean and free of debris, and cracked, damaged and/or eroded areas on same shall be repaired, replaced and/or resurfaced by the OWNER as is necessary. Each OWNER shall maintain the exterior lighting on such OWNER'S UNIT, such OWNER'S address tiles, the mailbox serving such OWNER'S LOT provided it serves such OWNER'S LOT exclusively, and any screening and/or permitted awnings on such OWNER'S LOT in a state of good condition and repair.

5.07 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted.



5.08 Clothesline and Outside Clothes Drying. No clothesline or clothes pole shall be erected, and no outside clothes-drying is permitted, except where such activity is advised or mandated by governmental authorities for energy conservation purposes, in which event the ASSOCIATION shall have the right to approve the portions of any LOT used for outdoor clothes-drying purposes and the types of devices to be employed in this regard, which approval must be in writing, and provided that all areas approved for clothes-drying shall be screened from view from the adjoining LOTS and COMMON AREAS and other adjoining property and shall otherwise comply with all applicable State and local laws, ordinances, rules and regulations.

5.09 Nuisances. No nuisances shall be permitted within the PROPERTY, and no use or practice which is an unreasonable source of annoyance to the residents within the PROPERTY or which shall interfere with the peaceful possession and proper use of the PROPERTY by its residents shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the OWNERS.

#### 5.10 Outside Antennas and Signs.

5.10.1 Antennas. No outside signal receiving or sending antennas, dishes or apparatus are permitted. Nothing herein shall be construed or interpreted so as to impede or prevent the installation and maintenance of any "Over The Air Receptions Device" (OTARD) within the meaning and purview applicable federal or state law and the regulations adopted from time to time by the Federal Communications Commission or any companion state agency; provided, however, that in such instances the ASSOCIATION may enact reasonable rules and regulations from time to time which permissibly restrict the placement or location of any OTARD either for the health, safety and/or welfare of PERSONS within or upon the PROPERTY and/or in order to promote a harmonious appearance or protect the aesthetic interests of the PROPERTY.

5.10.2 For Sale Signs. No signs shall be placed upon any portion of the PROPERTY, or within or upon any LOT or UNIT, which are visible from the exterior of such UNIT, including but not limited to "for sale" and "for rent" signs, except for portable and tasteful "open house" advertisement signs which are approved by the ASSOCIATION prior to and are temporarily placed upon such portion of the COMMON AREAS that may from time to time be designated for such purpose by the ASSOCIATION, and then in such event limited to a period of time not exceeding (i) eight (8) hours in any twenty-four hour period, and (ii) forty-eight (48) hours in any one (1) week period, which such sign shall not be larger than two (2) square feet in size.

5.11 Boats. No boats may be kept or stored within the PROPERTY other than in a SLIP at the DOCK. LIVE-ABOARDS are expressly prohibited and restricted from the PROPERTY, at any time and/or for any purpose. Furthermore, any BOAT which is housed on the PROPERTY must be so housed on a suitable, fully functional and operable boat lift and no BOAT may be moored or anchored on the DOCK at any time or for any purpose. No BOAT may be kept or maintained upon the PROPERTY, whether housed on a lift or otherwise, which exceeds thirty (30) feet in length and/or whose draft is in excess of two (2) feet.

5.12 Surface Water Management: Waterbodies. No OWNER or any other PERSON shall do anything to adversely affect the surface water management and drainage of the PROPERTY without the prior written approval of the ASSOCIATION and any controlling governmental

authority, including but not limited to the excavation or filling of any portion of the PROPERTY; provided, however, that the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the PROPERTY by DEVELOPER in accordance with permits issued by controlling governmental authorities. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTY BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Neither DEVELOPER nor ASSOCIATION shall be obligated to erect fences, gates or walls around or adjacent to any waterbody or waterfall within or about the PROPERTY. Notwithstanding the foregoing, an OWNER may erect a fence adjacent to the boundary of a waterbody but within the boundary of a LOT with the prior approval of the ASSOCIATION. No fence or other structure may be placed within any lake maintenance easement. Swimming and/or boating will not be permitted in any waterbody. No private docks may be erected within any waterbody forming part of the COMMON AREAS.

#### 5.13 Architectural Control for Exterior Changes; Marina Control.

5.13.1 OWNER to Obtain Approval. No OWNER shall make, install, place, or remove any building, fence, wall, patio area, spa, landscaping or any other alteration, addition, improvement or change of any kind or nature to, in or upon any portion of the OWNER'S LOT, or the exterior of the OWNER'S UNIT, unless the OWNER first obtains the written approval of the ASSOCIATION to same, except that such approval shall not be required for any maintenance or repair which is such OWNER'S responsibility which does not result in a material change in any improvement or a change in the color of same. No OWNER of any UNIT shall have the right to make any changes, alterations or additions to any STRUCTURAL COMMON ELEMENTS situated upon such OWNER'S lot or within such OWNER'S UNIT under any circumstances, nor shall any OWNER possess the right to cut windows into or to make any other openings in or upon any Party Wall situated within such OWNER'S UNIT.

5.13.2 ASSOCIATION'S Consent. Any request by an OWNER for approval by the ASSOCIATION to any addition, alteration, improvement or change shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonable necessary in connection with its determination as to whether or not it will approve same. Approval maybe withheld by the ASSOCIATION in its sole and absolute discretion provided it shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable use and enjoyment of any LOT or UNIT. Notwithstanding the foregoing, the ASSOCIATION may withhold approval for upgraded landscaping to be installed by an OWNER within the rear yard of his LOT solely due to maintenance and related considerations. The ASSOCIATION shall notify the OWNER of its approval or disapproval by written notice within 30 days after request for such consent is made in writing to the ASSOCIATION, provided that in the event the ASSOCIATION fails to approve any request within such 30 day period, the consent shall be deemed disapproved and the ASSOCIATION shall give written notice of such disapproval, but failure to do so shall not constitute approval by the ASSOCIATION. In consenting to any plans or specifications, the ASSOCIATION may condition such consent upon changes being made. If the ASSOCIATION consents to any plans and specifications, the OWNER may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications, approved by the ASSOCIATION, and subject to any conditions of the ASSOCIATION'S approval (including those set forth in Paragraph 3.12.1).

5.13.3 No Liability. The ASSOCIATION shall not be liable to any OWNER in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ASSOCIATION shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects or in fact meet any standards, guidelines and/or criteria of the ASSOCIATION, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ASSOCIATION shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

5.13.4 Remedy for Violations. In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ASSOCIATION, or is not made in strict conformance with any approval granted by the ASSOCIATION, the ASSOCIATION shall specifically have the right to demand that an OWNER stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the ASSOCIATION, and the ASSOCIATION may pursue injunctive relief or any other legal or equitable remedy available to the ASSOCIATION in order to accomplish such purposes. Any action to enforce this Section must be commenced within two (2) years after the date the Association learns of the violation. The foregoing shall be in addition to any other remedy set forth herein for violations of this DECLARATION.

5.14 Rules and Regulations; Marina Control. The ASSOCIATION may adopt additional reasonable rules and regulations relating to the use and maintenance of the PROPERTY, and rules and regulations relating to the recreational facilities within the PROPERTY may be posted at such recreational facilities. Copies of such rules and regulations and amendments shall be furnished by the ASSOCIATION to any OWNER upon request. The ASSOCIATION shall have full power and authority to regulate the operation of the WHARF, including fishing and/or crabbing from the WHARF whether for sport or personal consumption, and in connection therewith may from time to time, in its sole discretion, adopt, amend and repeal rules and regulations which pertain to the operation of the WHARF, and/or to reject or remove, as the case may be, any BOAT from the PROPERTY whose specifications do not comply with the restrictions imposed by this DECLARATION or which fails to meet its minimum specification requirements or equipment and facility requirements or that might not be compatible, in its judgment, with the overall character and aesthetics of the PROPERTY. Nothing shall be done or kept in, on or about any SLIP or within any BOAT which will increase the rate of insurance on the COMMON AREAS, or which would be in violation of any law, ordinance or regulation of any governmental body having jurisdiction over the PROPERTY.

5.15 Waiver. The ASSOCIATION shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any LOT where, in the discretion of the BOARD, circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the ASSOCIATION, or any other PERSON having the right to enforce these restrictions, from insisting upon strict compliance with respect to all other LOTS, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Notwithstanding the foregoing, so long as DEVELOPER owns any LOT, if any waiver or deviation of any restriction requires the consent of the ASSOCIATION, such consent shall be obtained from DEVELOPER, and not from the ASSOCIATION, unless DEVELOPER voluntarily relinquishes this

right at an earlier date.

5.16 Leasing of UNITS. Except for UNITS and/or SLIPS which are owned by DEVELOPER, no UNIT or SLIP may be leased or rented without the prior approval of the BOARD, which approval shall not be unreasonably withheld. If any OWNER wishes to lease his UNIT or SLIP he shall first submit to the BOARD the proposed lease, which shall be in writing, and such other information as the BOARD may request in connection with the proposed lease. Approval or disapproval shall be given to the OWNER by the BOARD in writing within thirty (30) days from receipt of the lease and all requested information, provided that unless such written approval is sent within said 30-day period the lease shall be deemed to have been disapproved. The approval of a lease shall in no event release the OWNER from any obligations under this DECLARATION, and no lease that is approved may be modified, extended or assigned, nor may the UNIT or SLIP be sublet to any other party, without the BOARD'S prior written approval, which approval shall not be unreasonably withheld; provided that the approval of any sublease shall be subject to the same provisions set forth above governing the BOARD'S approval of leases. The BOARD shall have the right to require (i) that a lease be entered into for a specified requisite minimum term, and (ii) that a substantially uniform form of lease be used. All leases shall be subject in all respects to the provisions of this DECLARATION, the ARTICLES, the BY-LAWS, and the Rules and Regulations of the ASSOCIATION in effect from time to time, and any failure by the tenant to comply with the foregoing shall be deemed to be a default under the lease and shall also be deemed to be a default by the OWNER of the leased UNIT or SLIP. The breach of any of the terms of this DECLARATION, the ARTICLES or the BY-LAWS by the OWNER or his tenant shall, at the option of the ASSOCIATION, terminate said lease, and such breach shall also be deemed to be a breach by the OWNER of that UNIT, and each OWNER shall be liable to the ASSOCIATION for any breach by such tenant or other occupants of such leased UNIT. The provisions of this paragraph shall not apply to any UNIT or SLIP which is owned and leased by DEVELOPER to any PERSON.

5.17 Prohibition of Commercial Activities. In order to preserve the residential character of the PROPERTY, no business, trade or profession of any type whatsoever may be conducted, or allowed or authorized in any way to be conducted, directly or indirectly, in, on or about any LOT, any SLIP, and/or the COMMON AREAS, without the ASSOCIATION'S prior express written consent. The ASSOCIATION shall possess the additional authority to promulgate rules and regulations governing the manner, method and to what degree any such use may be permitted, and further, shall have the power to revoke granting of such permitted use when, in the Association's sole discretion, the use in question has become excessive and/or violates the residential character of the PROPERTY. Notwithstanding this provision, however, DEVELOPER, its successors and assigns, shall have authority to use the PROPERTY for such display and sales offices, construction trailers and equipment as shall be necessary for the proper marketing of the LOTS and/or UNITS during DEVELOPER'S construction and sale period, as more particularly exempted in Section 5.18 herein below.

5.18 Exceptions. The foregoing use and maintenance restrictions shall not apply to DEVELOPER, or to any portion of the PROPERTY while owned by DEVELOPER, or to any undeveloped portion of the PROPERTY, and shall not be applied in a manner which would prohibit or restrict the development of any portion of the PROPERTY or the construction of any UNITS and other improvements thereon, or any activity associated with the sale of any UNITS by DEVELOPER. Specifically, and without limitation, DEVELOPER shall have the right to: (i) construct any buildings or improvements within the PROPERTY, and make any additions,

alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on any portion of the PROPERTY; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon any portion of the PROPERTY for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of the PROPERTY; and, (v) post, display, inscribe or affix to the exterior of a UNIT or upon any portion of the PROPERTY, signs and other materials used in developing, constructing, selling or promoting any portion of the PROPERTY.

#### **6.00 ASSESSMENT FOR COMMON EXPENSES.**

6.01 Each OWNER of a LOT by acceptance of a deed or instrument conveying such OWNER title to the LOT, including being a purchaser at a judicial sale, shall be responsible for the payment to the ASSOCIATION of ASSESSMENTS for each LOT owned by the OWNER, which amount shall be assessed to the OWNER as described below. In addition, each OWNER shall be responsible for the payment to the ASSOCIATION of any ASSESSMENTS owed by the prior OWNER, except for any ASSESSMENTS owed by DEVELOPER. Each OWNER, by acceptance of a deed or instrument of conveyance for the acquisition of title to a LOT, shall be deemed to have covenanted and agreed that the ASSESSMENTS, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, shall be a charge and continuing lien in favor of ASSOCIATION encumbering the LOT and all personal property located thereon owned by the OWNER against whom each such ASSESSMENT is made. The lien is effective from and after recording a claim of lien in the Public Records of Martin County, Florida, stating the legal description of the LOT, name of the OWNER, and the amounts due as of that date, but shall relate back to the date that the DECLARATION was first recorded. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the OWNER of the LOT at the time when the ASSESSMENT became due, as well as the OWNER'S heirs, devisees, personal representatives, successors or assigns. An OWNER of a LOT, regardless of how such OWNER'S title to a LOT has been acquired including, without limitation, by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all ASSESSMENTS that come due while an OWNER. An OWNER'S liability for ASSESSMENTS may not be avoided for any reason including, without limitation, by waiver or suspension of the use or enjoyment of any of the COMMON AREAS or by abandonment of the UNIT upon which such ASSESSMENTS are charged. An OWNER that acquires title to a LOT shall be jointly and severally liable with the previous OWNER of such LOT for all unpaid ASSESSMENTS that came due up to the time of transfer of title. This liability is without prejudice to any right the present OWNER may have to recover any amounts paid by the present OWNER from the previous OWNER. Notwithstanding the foregoing, ASSOCIATION may, without having any obligation to do so, reallocate any unpaid ASSESSMENTS to all OWNERS as part of the COMMON EXPENSES included within their ASSESSMENTS. Any sale or transfer of a LOT pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the OWNER from liability for, nor the LOT from, the lien of any ASSESSMENTS made prior to such sale or thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent ASSESSMENTS from the payment thereof, or the enforcement of collection by means other than foreclosure. Any mortgage lender, including an INSTITUTIONAL LENDER, shall give

written notice to ASSOCIATION if the mortgage held by such mortgage lender, including an INSTITUTIONAL LENDER, is in default. ASSOCIATION shall have the right, but not the obligation, to cure such default within the time periods applicable to such OWNER. In the event ASSOCIATION makes such payment on behalf of an OWNER, ASSOCIATION shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the INSTITUTIONAL LENDER. All amounts advanced on behalf of an OWNER pursuant to this Section 6.01 shall be added to ASSESSMENTS payable by such OWNER with appropriate interest. Without limiting the foregoing, DEVELOPER shall be exempt from this Section 6.01, and the lien for ASSESSMENTS shall be superior to all other liens save and except tax liens.

6.02 Prior to the beginning of each fiscal year, the BOARD shall adopt a budget for such fiscal year which shall estimate all of the COMMON EXPENSES to be incurred by the ASSOCIATION during the fiscal year and may, but need not, include a reserve fund for the periodic repair and replacement of improvements to the COMMON AREAS and those other portions of the PROPERTY which the ASSOCIATION is obligated to maintain. The BOARD shall then establish the annual and regular ASSESSMENT for each LOT, which shall be payable either monthly or quarterly (at the discretion of the BOARD), in advance, and shall notify each OWNER in writing of the amount and due dates of the ASSESSMENT. The BOARD may modify the budget in accordance with the provisions of this DECLARATION, the ARTICLES or the BYLAWS, and pursuant to the revised budget or otherwise, the BOARD may, upon written notice to the OWNERS, change the amount, frequency and/or due dates of the ASSESSMENTS. If the expenditure of funds for COMMON EXPENSES is required in addition to funds produced by ASSESSMENTS, the BOARD may make special ASSESSMENTS, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS, and shall be payable in the manner determined by the BOARD, as stated in the notice of any special ASSESSMENTS. In the event any ASSESSMENTS are made payable in equal periodic payments, as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency unless and until (i) the notice specifically provides that the periodic payments will terminate or change upon the occurrence of a specified event or date or the payment of the specified amount, or (ii) the ASSOCIATION notifies the OWNER in writing of a change in the amount and/or frequency of the periodic payments. In no event shall any ASSESSMENTS be due sooner than ten (10) days from the date of the notification of such ASSESSMENTS.

6.03 Subject to the provisions of Paragraph 6.04, ASSESSMENTS as to any LOT owned by DEVELOPER shall be twenty percent (20%) of the difference between the full ASSESSMENT for a LOT and that portion, if any, of the full ASSESSMENT that may be attributable to reserves. Except for the foregoing, the ASSESSMENTS assessed against each LOT shall be equal. The full ASSESSMENT as to each LOT shall commence on the first day of the full calendar month following the date of actual conveyance of the LOT by DEVELOPER to an OWNER.

6.04 Notwithstanding the provisions of Paragraph 6.03, until such time as DEVELOPER no longer owns any LOT, or until DEVELOPER notifies the ASSOCIATION in writing that DEVELOPER elects to pay ASSESSMENTS on DEVELOPER'S LOTS in accordance with the provisions of Paragraph 6.03, DEVELOPER shall not be liable for ASSESSMENTS for any LOTS owned by DEVELOPER, but in lieu thereof, DEVELOPER shall be responsible for all COMMON EXPENSES (exclusive of any reserve items) in excess of the sum of all ASSESSMENTS receivable (whether or not received) from the other OWNERS (including the

contributions payable pursuant to Paragraph 6.05 hereof, interest, late charges and fines), all other income and other monies received by the ASSOCIATION and any surplus carried forward from the preceding year(s). During such period when DEVELOPER is not liable for ASSESSMENTS for LOTS owned by DEVELOPER, the ASSESSMENTS shall be established by DEVELOPER based upon DEVELOPER'S estimate of what the expenses of the ASSOCIATION would be if all UNITS and improvements contemplated within the PROPERTY were completed, so that ASSESSMENTS against individual LOTS during such period will be approximately what said ASSESSMENTS would be if the development of the PROPERTY as contemplated by DEVELOPER was complete. In no event shall DEVELOPER be required to create reserves.

6.05 In addition to ASSESSMENTS, the first OWNER acquiring title to a UNIT from DEVELOPER shall be required to make an initial contribution to the ASSOCIATION in an amount equal to three (3) months' ASSESSMENTS, which shall be in addition to the OWNER'S responsibility for ASSESSMENTS which commenced upon the date title to the LOT is acquired from DEVELOPER. Such initial contributions shall be used by the ASSOCIATION for start-up expenses or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated or set aside for reserves or capital expenditures.

6.06 No OWNER shall sell or convey its interest in a UNIT unless all sums due to ASSOCIATION have been paid in full and an estoppel certificate in recordable form shall have been received by such OWNER. ASSOCIATION shall prepare and maintain a ledger noting ASSESSMENTS which are due from each OWNER. The ledger shall be kept in the office of ASSOCIATION, or its designees, and shall be open to inspection by any OWNER. Within ten (10) days of a written request therefore, there shall be furnished to an OWNER an estoppel certificate in writing setting forth whether the ASSESSMENTS have been paid and/or the amount which is due as of any date. As to parties other than OWNERS who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any ASSESSMENTS therein stated. OWNER requesting the estoppel certificate shall be required to pay ASSOCIATION a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

6.07 In the event of a default in the payment of any ASSESSMENT, ASSOCIATION may accelerate the ASSESSMENTS then due by OWNER for up to the next ensuing twelve (12) month period of time.

## **7.00 DEFAULT**

### **7.01 Monetary Defaults and Collection of Assessments.**

7.01.1 Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee of ten (10%) percent of the amount of the ASSESSMENT, or Ten Dollars (\$10.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

7.01.2 Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER to pay

ASSESSMENTS to the ASSOCIATION for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS, for all special ASSESSMENTS, and/or for all other ASSESSMENTS payable to the ASSOCIATION.

7.01.3 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION'S lien. A recorded claim of lien shall run with and encumber the LOT, and shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other monies owed to the ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

7.01.4 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable OWNER shall be personally liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS, and the filing, enforcement, and/or foreclosure of the ASSOCIATION'S lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION'S lien. The ASSOCIATION shall be entitled to a deficiency judgment against such OWNER in the event that the ASSOCIATION is unable for whatever reason to realize sufficient recovery on the ASSOCIATION'S claim of lien. The BOARD is authorized to settle and compromise the ASSOCIATION'S lien through the foreclosure process if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

7.01.5 Rental and Receiver. If an OWNER remains in possession of such OWNER'S UNIT and the claim of lien of the ASSOCIATION against his UNIT is foreclosed, the court, in its discretion, may require the OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION shall be entitled to the appointment of a receiver to collect the rent.

7.01.6 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other monies owed to the ASSOCIATION, to any third party.

7.01.7 Application of Payments. Any payments made to the ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of assessments and other monies owed to the ASSOCIATION by the OWNER and/or for the enforcement of its lien, next towards interest on any ASSESSMENTS or other monies due to the ASSOCIATION, as



provided herein; and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

7.02 Non-Monetary Defaults. In the event of a violation by any OWNER or any tenant of an OWNER, or any person residing with them, or their guests or invitees, (other than the non-payment of any ASSESSMENT or other monies) of any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations of the ASSOCIATION, the ASSOCIATION shall notify the OWNER and any tenant of the OWNER of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the OWNER or tenant fails to commence and diligently proceed to completely cure such violation as soon as practicable within seven (7) days after written notice by the ASSOCIATION, or if any similar violation is thereafter repeated, the ASSOCIATION may, at its option:

7.02.1 Impose a fine against the OWNER or tenant as set forth in Chapter 720, Florida Statutes, as amended from time to time; and/or

7.02.2 Commence an action to enforce the performance on the part of the OWNER or tenant, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

7.02.3 Commence an action to recover damages; and/or

7.02.4 Take any and all actions reasonably necessary to correct such failure, which action may include, where applicable, but is not limited to, removing any addition, alteration, improvement or change which has not been approved by the ASSOCIATION, or performing any maintenance required to be performed by this DECLARATION.

7.02.3 Pursue all other legal remedies available by law, including, without limitation, those remedies set forth in Chapter 720, Florida Statutes, as amended from time to time.

All expenses incurred by the ASSOCIATION in connection with the correction of any failure, plus a service charge of ten percent (10%) of such expenses, and all expenses incurred by the ASSOCIATION in connection with any legal proceedings to enforce this DECLARATION, including reasonable attorneys' fees, shall be assessed against the applicable OWNER, and shall be due upon written demand by the ASSOCIATION. The ASSOCIATION shall have a lien for any such ASSESSMENT and any interest, costs or expenses associated therewith, including attorneys' fees incurred in connection with such ASSESSMENT, and may take such action to collect such ASSESSMENT or foreclose said lien as in the case and in the manner of any other ASSESSMENT as provided herein above. Any such lien shall only be effective from and after the recording of a claim of lien in the public records of the County in which the PROPERTY is located.

7.03 Fines. The amount of any fine shall be determined by the BOARD, and shall not exceed two (2) months' ASSESSMENTS for the first offense, four (4) months' ASSESSMENTS for a second similar offense, and six (6) months' ASSESSMENTS for a third or a subsequent similar offense. Any fine levied against an OWNER shall be deemed an ASSESSMENT, and if not paid

when due all of the provisions of this DECLARATION relating to the late payment of ASSESSMENTS shall be applicable. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the ASSOCIATION shall have the right to evict the tenant pursuant to Paragraph 7.06 of this DECLARATION.

7.04 Negligence. An OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by such OWNER'S act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a LOT or UNIT, or the COMMON AREAS.

7.05 Responsibility of an OWNER for Occupants, Tenants, Guests and Invitees. Each OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any PERSON residing in such OWNER'S UNIT, and for all guests and invitees of the OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the COMMON AREAS, or any liability to the ASSOCIATION, the OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, or the BYLAWS, by any resident of any UNIT, or any guest or invitee of an OWNER or any resident of a UNIT, shall also be deemed a violation by the OWNER, and shall subject the OWNER to the same liability as if such violation was that of the OWNER.

7.06 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees. With respect to any tenant, occupant, guest, invitee or any other PERSON present in any UNIT or any portion of the PROPERTY, including the WHARF, DOCK or any SLIP, other than an OWNER and the members of such OWNER'S immediate family permanently residing with such OWNER in the UNIT, if such PERSON shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the PROPERTY, or shall damage or destroy any portion of the COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such PERSON shall be required to immediately leave the PROPERTY and if such PERSON does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the PERSON to leave the PROPERTY and, where necessary, to enjoin such PERSON from returning. The expense of any such action, including attorneys' fees, may be assessed against the OWNER of the UNIT in which such tenant or other PERSON was residing or was present as a guest or invitee of the OWNER or other resident of such UNIT, and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

7.07 No Waiver. The failure of the ASSOCIATION to enforce any right, provision, covenant or condition which may be granted by this DECLARATION, the ARTICLES, or the BYLAWS, shall not constitute a waiver of the right of the ASSOCIATION to enforce such right, provision, covenant or condition in the future.

7.08 Rights Cumulative. All rights, remedies and privileges granted to the ASSOCIATION pursuant to any terms, provisions, covenants or conditions of this DECLARATION,

the ARTICLES or the BYLAWS, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the ASSOCIATION from executing such additional remedies, rights or privileges as may be granted as it might have by law.

7.09 Enforcement By or Against other Persons. In addition to the foregoing, this DECLARATION may be enforced by DEVELOPER, or the ASSOCIATION, by any procedure at law or in equity against any PERSON violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this DECLARATION shall be borne by the PERSON against whom enforcement is sought, provided such proceeding results in a finding that such PERSON was in violation of this DECLARATION. In addition to the foregoing, any OWNER shall have the right to bring an action to enforce this DECLARATION against any PERSON violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein, but no OWNER shall be entitled to recover damages or to enforce any lien created herein as a result of a violation or failure to comply with the provisions contained herein by any PERSON, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees.

8.00 TERM OF DECLARATION. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all OWNERS, their successors, heirs or assigns, regardless of how the OWNERS acquire title, for a period of ninety-nine (99) years from the date of this DECLARATION, unless within such time, one hundred percent (100%) of the OWNERS and INSTITUTIONAL LENDERS execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). After such ninety-nine (99) year period, unless sooner terminated as provided above, these covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of twenty-five (25) years each, unless and until seventy-five percent (75%) of the OWNERS and seventy-five percent (75%) of the INSTITUTIONAL LENDERS execute a written instrument declaring a termination of this DECLARATION (as it may have been amended from time to time). Any termination of this DECLARATION shall be effective on the date the instrument of termination is recorded in the Public Records of Martin County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by the DEVELOPER so long as the DEVELOPER owns any LOT, or holds any mortgage encumbering any LOT.

#### 9.00 AMENDMENTS.

9.01 This DECLARATION may be amended upon the approval of not less than two-thirds (2/3) of the OWNERS, and with respect to amendments which adversely affect the rights or the security of INSTITUTIONAL LENDERS holding mortgages on the UNITS, approval by a majority of the INSTITUTIONAL LENDERS. In addition, so long as DEVELOPER is in control of the ASSOCIATION, this DECLARATION may be amended from time to time by an instrument executed solely by DEVELOPER and without the consent of the ASSOCIATION or any OWNER, and no amendment may be made by the OWNERS without the written joinder of DEVELOPER. Such right of DEVELOPER to amend this DECLARATION shall specifically include amendments adding any real property to the PROPERTY or deleting any real property from the PROPERTY, provided that any such amendment shall require the joinder of the owners of such real property being added or deleted, or any portion thereof, if different than DEVELOPER. In order to be effective, any amendment to this DECLARATION must first be recorded in the Public Records of Martin County, Florida, and in the case of an amendment made by the OWNERS, such amendment shall contain a

certifications by the President and Secretary of the ASSOCIATION that the amendment was duly adopted.

9.02 No amendment shall discriminate against any OWNER or class or group or OWNERS, unless the OWNERS so affected join in the execution of the amendment. No amendment shall (i) change the number of votes of any OWNER or increase any OWNER'S proportionate share of the COMMON EXPENSES, or (ii) change any rights of any OWNERS in or to the STRUCTURAL COMMON ELEMENTS, unless the OWNERS and INSTITUTIONAL LENDERS of each and every UNIT so affected by such amendment shall join in the execution of the amendment. No amendment may prejudice or impair the priorities of INSTITUTIONAL LENDERS granted hereunder unless all INSTITUTIONAL LENDERS join in the execution of the amendment. No amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, DEVELOPER, unless DEVELOPER joins in the execution of the amendment.

9.03 Notwithstanding anything contained herein to the contrary, any amendment to this DECLARATION which would adversely affect the surface water management system of or pertaining to the PROPERTY, including the water management portions of the COMMON AREAS, must have the prior approval of the controlling governmental authority with jurisdiction over the PROPERTY.

#### **10.00 SPECIAL PROVISIONS REGARDING INSTITUTIONAL LENDERS.**

10.01 Notice of Action. Upon written request to the ASSOCIATION by an INSTITUTIONAL LENDER holding, insuring or guaranteeing a first mortgage encumbering any LOT, identifying the name and address of the holder, insurer or guarantor and the LOT number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

10.01.1 Any condemnation or casualty loss which affects a material portion of the PROPERTY or such LOT;

10.01.2 Any sixty (60)-day default in the payment of ASSESSMENTS or charges owed to the ASSOCIATION or in the performance of any obligation hereunder by the OWNER of the LOT;

10.01.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;

10.01.4 Any proposed action which would require the consent of a specified percentage of INSTITUTIONAL LENDERS.

10.02 Consent of INSTITUTIONAL LENDERS. Whenever the consent or approval of any, or a specified percentage or portion of INSTITUTIONAL LENDERS are required by this DECLARATION, the ARTICLES, the BYLAWS or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to the PROPERTY, the ASSOCIATION may request such consent or approval of such INSTITUTIONAL LENDER(S) by written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was actually

delivered to and received by such INSTITUTIONAL LENDERS). Any INSTITUTIONAL LENDER receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within twenty (20) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the INSTITUTIONAL LENDER shall be deemed to have consented to and approved the matter for which such approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the ASSOCIATION, which affidavit, where necessary, may be recorded in the Public Records of Martin County, Florida, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an INSTITUTIONAL LENDER is otherwise required to specifically join in an amendment to this DECLARATION.

11.03 Payment of Taxes and Insurance. Any INSTITUTIONAL LENDER may pay any taxes or assessments of the COMMON AREAS which are in default, or any overdue insurance premiums on policies to be maintained by the ASSOCIATION or may secure new insurance upon the lapse of a policy maintained by the ASSOCIATION, and shall be owed immediate reimbursement therefor from the ASSOCIATION plus interest at the highest rate permitted by law and any costs of collection, including attorneys' fees.

#### 11.00 MISCELLANEOUS.

11.01 Conflict with ARTICLES or BYLAWS. In the event of any conflict between the ARTICLES and the BYLAWS and this DECLARATION, this DECLARATION, the ARTICLES, and the BYLAWS, in that order, shall control.

11.02 Authority of ASSOCIATION and Delegation. Nothing contained in this DECLARATION shall be deemed to prohibit the BOARD from delegating to any one of its members, or to any officer, or to any committee or any other person, any power or right granted to the BOARD by this DECLARATION including, but not limited to, the right to exercise architectural control and to approve any deviation from any use restriction, and the BOARD is expressly authorized to so delegate any power or right granted by this DECLARATION.

11.03 Severability. The invalidation in whole or in part of any of these covenants, conditions, reservations and restrictions, or any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

11.04 Validity. In the event any court shall hereafter determine that any provisions as originally drafted herein violate the rule against perpetuities, the period specified in this DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law.

11.05 Assignment of DEVELOPER'S Rights. Any or all of the rights, privileges, or options provided to or reserved by DEVELOPER in this DECLARATION, the ARTICLES, or the BYLAWS, may be assigned by DEVELOPER, in whole or in part, as to all or any portion of the PROPERTY, to any person or entity pursuant to an assignment recorded in the public records of the county in which the PROPERTY is located. Any partial assignee of any of the rights of

DEVELOPER shall not be deemed the DEVELOPER, and shall have no other rights, privileges or options other than as are specifically assigned. No assignee of DEVELOPER shall have any liability for any acts of DEVELOPER or any prior DEVELOPER unless such assignee is assigned and agrees to assume such liability.

11.06 Performance of ASSOCIATION'S duties by DEVELOPER. DEVELOPER shall have the right from time to time, at its sole discretion, to perform at DEVELOPER'S expense the duties and obligations required hereunder to be performed by the ASSOCIATION, and in connection therewith to reduce the budget of the ASSOCIATION and the ASSESSMENTS payable by the OWNER; provided, however, that any such performance on the part of DEVELOPER may be discontinued by DEVELOPER at any time, and any such performance shall not be deemed to constitute a continuing obligation on the part of DEVELOPER.

11.07 Inapplicability of Condominium Act. It is acknowledged that the ASSOCIATION is not intended to be a condominium association, and is not intended to and shall not be governed by the provisions of Florida Statutes, Chapter 718.

11.08 Membership in Other Entities. The ASSOCIATION shall not become a member of any ad hoc committee, association, corporation or other entity the acts of which are binding upon the ASSOCIATION and/or its members unless membership in such entity is approved by two-thirds (2/3) of the OWNERS, and provided that until such time as DEVELOPER no longer owns a LOT, DEVELOPER'S written approval of such membership shall be required.

IN WITNESS WHEREOF, DEVELOPER has executed this DECLARATION this 11<sup>th</sup> day of January, 2019.

WITNESSES:

MANATEE ISLES AT ROCKY POINT, LLC, a Florida limited liability company

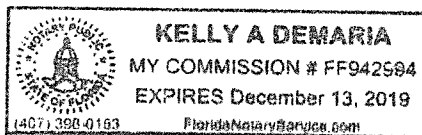
[Signature]  
Print Name: Joseph Sabato

By: [Signature] mgr  
Ryan S. Grazi, Manager

[Signature]  
Print Name: William A Potter III

STATE OF FLORIDA )  
COUNTY OF MARTIN )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2019, by Ryan S. Grazi, as Manager of MANATEE ISLES AT ROCKY POINT, LLC, a Florida limited liability,  who is personally known to me, or  who has produced \_\_\_\_\_ as identification, for the purposes therein expressed on behalf of the said limited liability company.



(Notary Seal)

[Signature]  
Notary Public, State of Florida  
My commission expires:

(EXHIBIT "A" TO DECLARATION)

LEGAL DESCRIPTION OF THE PROPERTY

All of Lots 6, 7, 8, 9 and 10, Block 11, and that part of Lots 12, 13, 14, 15 and 16, in Block 11 lying Westerly of the shoreline as shown on the Plat of SALERNO SHORES, all of said property lying and being in SALERNO SHORES, according to the Plat of said Tract recorded in Plat Book 11, Page 33, Public Records of Palm Beach (now Martin) County, Florida. and also that part of Lots 12, 13, 14, 15, 16 and Lots "C" "D", "E" "F" and "G", Block 11, SALERNO SHORES, according to the Plat thereof recorded in Plat Book 11, Page 33, Public Records of Palm Beach (now Martin) County, Florida, and that part of 4th Street East (now abandoned) lying between said Lots 12 and 16, inclusive, of Block 11, more particularly described as follows:

Commence at the Southwesterly corner of said Block Eleven; thence East along the Southerly line of said Block a distance of 270 feet to said shore line; thence North 04 degrees 34'26" West, along said shore line a distance of 0.92 feet to the Point of Beginning; thence continue North 04 degrees 34'26" West a distance of 99.40 feet; thence continue along said shore line on a bearing of North 00 degrees 45'20" East a distance of 150.01 feet to the North line of said Lot 12; thence East. a distance of 160.10 feet; thence North 03 degrees 00'34" East, a distance of 1.96 feet to the face of said seawall; thence South 86 degrees 59'26" East along the face of said seawall a distance of 11.20 feet; thence South 85 degrees 00'25" East, a distance of 13.73 feet thence South 80°15'48" East a distance of 14.35 feet; thence South 70 °40'33" East a distance of 4.80 feet; thence South 61 degrees 16'43" East a distance of 11.17 feet; thence South 35 degrees 31'26" East a distance of 24.30 feet; thence South 11 degrees 06'38" East a distance of 16.10 feet; thence South 02 degrees 54'35" West a distance of 15.50 feet; thence South 40° 23'35" West a distance of 12.30 feet; thence South 57degrees 38'49" West, a distance of 12.42 feet, thence North 87°17'22" West a distance of 48.10 feet; thence North 39°05'56" West a distance of 11.50 feet; thence North 88°39'39" West a distance of 43.76 feet; thence North 85°27'25" West a distance of 24.19 feet; thence South 75°03'41" West a distance of 35.56 feet; thence South 68°43'37" West a distance of 27.53 feet; thence South 32°56'17" West a distance of 5.84 feet; thence North 48°06'54" West, a distance of 18.48 feet; thence South 40°47'10" West a distance of 10.70 feet; thence South 50 degrees 36'14" East, a distance of 19.43 feet; thence South 34°25'31" West a distance of 4.45 feet; thence South 01°21'30" East a distance of 19.78 feet; thence South 07 degrees 32'22" East a distance of 23.76 feet; thence South 69°07'31" East a distance of 36.13 feet; thence South 77° 41' 00" East a distance of 48.42 feet, thence North 76°56'46" East a distance of 4.52 feet; thence North 73°06'58" East a distance of 35.36 feet; thence North 76 degrees 03'33" East a distance of 24.48 feet; Thence North 20°05'18" East a distance of 19.36 feet thence North 87°02'15" East, a distance of 16.88 feet; thence South 88°33'22" East a distance of 27.00 feet; thence South 50°51'24" East a distance of 12.20 feet; thence South 07 degrees 57'26" East, a distance of 30.89 feet; thence South 07°16'46" West a distance of 41.23 feet; thence South 31 degrees 01'02" West a distance of 15.93 feet; thence South 79°24'59" West a distance of 58.68 feet; thence South 80°59'26" West a distance of 60.99 feet; thence South 82 degrees 43'00" West a distance of 17.52 feet; thence continue along the face of said seawall on a bearing of South 86°14'40" West a distance of 73.28 feet to the Point of Beginning.

(EXHIBIT "B" to DECLARATION)

**ARTICLES OF INCORPORATION OF MANATEE ISLES HOMEOWNERS  
ASSOCIATION, INC.**

a Florida Corporation Not-for-Profit

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

**PREAMBLE**

MANATEE ISLES AT ROCKY POINT, LLC, a Florida limited liability company ("DEVELOPER"), intends to execute and record the DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR MANATEE ISLES which will encumber and affect the PROPERTY. This ASSOCIATION has been formed as the ASSOCIATION to administer the DECLARATION, and to perform the duties and exercise the powers pursuant to the DECLARATION, as and when the DECLARATION, as amended and/or supplemented, is recorded among the Public Records of Martin County, Florida, with these ARTICLES attached as an exhibit. All of the definitions contained in the DECLARATION shall apply to these ARTICLES and likewise to the BYLAWS of the ASSOCIATION.

**ARTICLE I - NAME AND ADDRESS OF ASSOCIATION**

The name of the corporation is "MANATEE ISLES HOMEOWNERS ASSOCIATION, INC.," hereinafter referred to as the "ASSOCIATION." The principal office and mailing address of the ASSOCIATION shall be 9825 Marina Boulevard, Boca Raton, Florida 33428, or such other place as may subsequently be designated by the Board of Directors.

**ARTICLE II - PURPOSE**

The purposes for which the ASSOCIATION is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To enforce and exercise the duties of the ASSOCIATION as provided in the DECLARATION.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

**ARTICLE III - POWERS AND DUTIES**

The ASSOCIATION shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida.
2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the DECLARATION, including, but not limited to, the following:



a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

b. To make and collect ASSESSMENTS against OWNERS to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds thereof in the exercise of the ASSOCIATION'S powers and duties.

c. To enforce the provisions of the DECLARATION, these ARTICLES, and the BYLAWS.

d. To make, establish and enforce reasonable rules and regulations governing the use of COMMON AREAS, WHARF, LIMITED COMMON ELEMENTS, STRUCTURAL COMMON ELEMENTS, LOTS, UNITS, SLIPS and other property under the jurisdiction of the ASSOCIATION.

e. To grant and modify easements, and to dedicate property owned by the ASSOCIATION to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

f. To borrow money for the purposes of carrying out the powers and duties of the ASSOCIATION.

g. To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the DECLARATION.

h. To obtain insurance as provided by the DECLARATION.

i. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and for proper operation of the properties for which the ASSOCIATION is responsible, or to contract with others for the performance of such obligations, services and/or duties.

j. To sue or be sued.

k. To contract for cable television services for the PROPERTY.

#### ARTICLE IV – MEMBERS

1. The members of the ASSOCIATION shall consist of all of the record owners of LOTS. Membership shall be established as to each LOT upon the recording of the DECLARATION. Upon the transfer of ownership of fee title to, or fee interest in, a LOT, whether by conveyance, devise, judicial decree, foreclosure or otherwise, and upon the recordation among the public records in the county in which the PROPERTY is located of the deed or other instrument establishing the acquisition and designating the LOT affected thereby, the new OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior OWNER as to the LOT designated shall be terminated; provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the LOT. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION.

2. The share of each member in the funds and assets of the ASSOCIATION, and the COMMON SURPLUS, and any membership in this ASSOCIATION, cannot be assigned,

hypothecated or transferred in any manner except as an appurtenance to the LOT for which that membership is established.

3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each LOT. In the event any LOT is owned by more than one person and/or by an entity, the vote for such LOT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one LOT shall be entitled to one vote for each LOT owned.

4. The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provision for special meetings.

#### ARTICLE V - TERM OF EXISTENCE

The ASSOCIATION shall have perpetual existence.

#### ARTICLE VI – INCORPORATOR

The name and address of the initial/original incorporator of the ASSOCIATION were:  
MANATEE ISLES AT ROCKY POINT, LLC, a Florida limited liability company, 11708 SE DIXIE HIGHWAY, HOBE SOUND, FL 33455

#### ARTICLE VII -DIRECTORS

1. The property, business and affairs of the ASSOCIATION shall be managed by a BOARD consisting of either three (3) or five (5) directors. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. During the time that DEVELOPER owns any of the LOTS within the PROPERTY, the directors are not required to be members of the ASSOCIATION. After that time, directors must be members of the ASSOCIATION.

2. All of the duties and powers of the ASSOCIATION existing under the DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only when specifically required.

3. The DEVELOPER shall have the right to appoint all of the directors until DEVELOPER has conveyed ninety percent (90%) of the LOTS within the PROPERTY, or until 5 years after the DECLARATION is recorded in the Public Records of Martin County, Florida, whichever occurs first, and thereafter DEVELOPER shall have the right to appoint a majority of the directors so long as the DEVELOPER owns at least one (1) LOT during its ordinary course of business. The DEVELOPER may waive its right to elect one or more directors by written notice to the ASSOCIATION, and thereafter such directors shall be elected by the members. When the DEVELOPER no longer owns any LOT within the PROPERTY, all of the directors shall be elected by the members in the manner provided in the BYLAWS.

4. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided in the BYLAWS, provided that any director appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD shall be appointed by the DEVELOPER if, at the time such vacancy is to be filled, the DEVELOPER is entitled to appoint any such director.

5. The names and addresses of the directors, who shall hold office from this day forward until their successors are duly appointed or elected, are as follows:

JOSEPH SABATO 11708 SE DIXIE HIGHWAY, HOBE SOUND, FL 33455

RYAN WATLEY 11708 SE DIXIE HIGHWAY, HOBE SOUND, FL 33455

WILLIAM POTTER 11708 SE DIXIE HIGHWAY, HOBE SOUND, FL 33455

#### ARTICLE VIII - OFFICERS

The officers of the ASSOCIATION shall be a president, vice president, secretary, treasurer and such other officers as the BOARD may from time to time by resolution create. The officers shall serve at the pleasure of the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names and addresses of the officers who shall serve from this day forward until their successors are duly designated by the BOARD are as follows:

President: JOSEPH SABATO 11708 SE DIXIE HIGHWAY, HOBE SOUND, FL 33455

Vice-President/Secretary: RYAN WATLEY 11708 SE DIXIE HIGHWAY, HOBE SOUND,  
FL 33455

Treasurer: WILLIAM POTTER 11708 SE DIXIE HIGHWAY, HOBE SOUND, FL 33455

#### ARTICLE IX - INDEMNIFICATION

1. The ASSOCIATION shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the ASSOCIATION) by reason of the fact that he is or was a director, employee, officer or agent of the ASSOCIATION, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the ASSOCIATION; and with respect to any criminal action or

proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by approval of the members.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the ASSOCIATION in advance of the final disposition of such action, suit or proceeding as authorized by the BOARD in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the ASSOCIATION as authorized herein.

5. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any BYLAW, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

6. The ASSOCIATION shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the ASSOCIATION would have the power to indemnify him against such liability under the provisions of this Article.

#### ARTICLE X -BYLAWS

BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DEVELOPER, the Directors and/or members in the manner provided by the BYLAWS.

#### ARTICLE XI - AMENDMENTS

Amendments to these ARTICLES shall be proposed and adopted in the following manner:

1. A majority of the BOARD shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be

the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the BYLAWS for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the ASSOCIATION.

4. Any number of amendments may be submitted to the members and voted upon by them at any one meeting.

5. If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to these ARTICLES be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

6. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members without approval by all of the members and the joinder of all INSTITUTIONAL LENDERS holding mortgages on the LOTS. No amendment shall be made that is in conflict with the DECLARATION. Prior to the closing of the sale and conveyance by DEVELOPER of all LOTS, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, including, but not limited to, any right of the DEVELOPER to appoint directors pursuant to Article VII, unless the DEVELOPER shall join in the execution of the amendment.

7. No amendment to these ARTICLES shall be made which discriminates against any OWNER, or affects less than all of the OWNERS within the PROPERTY, without the written approval of all of the OWNERS so discriminated against or affected.

8. Notwithstanding anything herein to the contrary, so long as the DEVELOPER is entitled to appoint a majority of the directors of the ASSOCIATION, the DEVELOPER shall, subject to the provisions of Paragraph 6 and 7 of this Article XI, have the right to unilaterally amend these ARTICLES without the joinder or approval of the BOARD, any member, any INSTITUTIONAL LENDER or any other PERSON.

9. Upon the approval of an amendment to these ARTICLES, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the PROPERTY is located.

## ARTICLE XII -DISSOLUTION

In the event of dissolution or final liquidation of the ASSOCIATION, the assets, both real and personal, of the ASSOCIATION, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be

devoted by the ASSOCIATION. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the ASSOCIATION. No such disposition of ASSOCIATION properties shall be effective to divest or diminish any right or title of any OWNER vested in such OWNER under the recorded DECLARATION unless made in accordance with the provisions of the DECLARATION.

ARTICLE XIII  
REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The current registered agent of the ASSOCIATION shall be Ryan S. Grazi, Esq. and

The current office of the ASSOCIATION shall be 11708 SE DIXIE HIGHWAY, HOBE SOUND, FL 33455.

WHEREFORE, the DEVELOPER and the current Registered Agent have executed these ARTICLES on this 11<sup>th</sup> day of January, 2019.

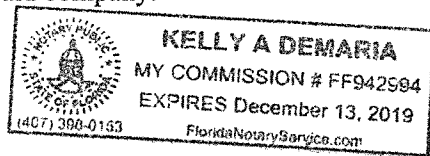
INCORPORATOR/DEVELOPER -and-REGISTERED AGENT

MANATEE ISLES AT ROCKY POINT, LLC,  
a Florida limited liability company

By: [Signature]  
Ryan S. Grazi, Manager

STATE OF FLORIDA )  
COUNTY OF MARTIN )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2019, by RYAN S. GRAZI, the Manager of MANATEE ISLES AT ROCKY POINT, LLC, a Florida limited liability company, as the Incorporator/Developer and Registered Agent of the Association,  who is personally known to me, or  who has produced \_\_\_\_\_ as identification, for the purposes therein expressed on behalf of the said company.



[Signature]  
Notary Public, State of Florida  
My commission expires:

(Notary Seal)

(EXHIBIT "C" to DECLARATION)

**BYLAWS  
OF  
MANATEE ISLES HOMEOWNERS ASSOCIATION, INC.**  
a Florida corporation not-for-profit

1.00 GENERAL PROVISIONS.

1.01 Identity. These are the BYLAWS of MANATEE ISLES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "ASSOCIATION," a corporation not-for profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES OF INCORPORATION of the ASSOCIATION (the "ARTICLES") and shall have all of the powers provided in these BYLAWS, the ARTICLES, the DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR MANATEE ISLES (the "DECLARATION"), and any statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.03 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.04 Seal. The seal of the ASSOCIATION shall have inscribed upon it the name of the ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit." The seal may be used by causing it, or the facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.05 Inspection of Books and Records. The books and records of the ASSOCIATION shall be open to inspection by all OWNERS or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a LOT, upon request, during normal business hours or under other reasonable circumstances. Such records of the ASSOCIATION shall include current copies of the DECLARATION, ARTICLES and BYLAWS, and any amendments thereto, any contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION. The ASSOCIATION shall be required to make available to prospective purchasers of LOTS current copies of the DECLARATION, ARTICLES and BYLAWS, and the most recent annual financial statement of the ASSOCIATION.

1.06 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES and the DECLARATION.

2.00 MEMBERSHIP IN GENERAL.

2.01 Qualification. Pursuant to the ARTICLES, all of the record owners of LOTS shall be members of the ASSOCIATION. Membership for each LOT shall be established upon the recording of the DECLARATION. Prior to the recording of the DECLARATION, the incorporator shall be the sole member of the ASSOCIATION, but its membership shall terminate upon the recording of the DECLARATION, unless it owns one or more LOTS and takes on the status of

DEVELOPER under the DECLARATION.

2.02 Changes in Membership. The transfer of the ownership of any LOT, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any such transferor and transferee of a LOT to notify the ASSOCIATION of any change in the ownership of any LOT, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the ASSOCIATION shall not be obligated to recognize any change in membership or ownership of a LOT for purposes of notice, voting, ASSESSMENTS or for any other purpose.

2.03 Member Register. The ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the ASSOCIATION of any change of address of the member, or of the change of ownership of the member's LOT, as set forth above.

### 3.00 MEMBERSHIP VOTING.

3.01 Voting Rights. There shall be one vote for each LOT. In the event any LOT is owned by more than one person, or is owned by a person other than an individual, the vote for such LOT shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one LOT, the member shall be entitled to one vote for each LOT.

3.02 Majority Vote and QUORUM Requirements. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and OWNERS for all purposes, except where otherwise provided by law, in the DECLARATION, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting the presence in person or by proxy of persons entitled to cast the votes for twenty percent (20%) of the LOTS shall constitute a quorum.

#### 3.03 Determination as to Voting Rights.

3.03.01 In the event any LOT is owned by one person, his right to cast the vote for the LOT shall be established by the record title to his LOT.

3.03.02 In the event any LOT is owned by more than one person or by an entity, the vote for the LOT may be cast at any meeting by any co-owner of the LOT; provided, however, that in the event a dispute arises between the co-owners as to how the vote for the LOT shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the LOT on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a LOT shall be deemed co-owners of the LOT, and the directors and officers of a corporation owning a LOT shall be deemed co-owners of the LOT.

3.04 Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the



member's behalf by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the ASSOCIATION at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than one hundred ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote the proxy for him. Every proxy shall contain the date, time, and place of the meeting for which the proxy is given, and if a limited proxy, shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

#### 4.00 MEMBERSHIP MEETINGS.

4.01 Who May Attend. In the event any LOT is owned by more than one person, all co-owners of the LOT may attend any meeting of the members. In the event any LOT is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any LOT shall be cast in accordance with the provisions of Paragraph 3 herein above. INSTITUTIONAL LENDERS shall have the right to attend all members meetings.

4.02 Place. All meetings of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting, by or at the direction of the president, the secretary or the officer or persons calling the meeting. For the purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten (10) days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a LOT is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the LOT, which may be given to any co-owner as defined in Paragraph 3.03.02 of these BYLAWS. Notice to any member or co-owner shall be sent to the LOT of such member or co-owner, unless the OWNER(S) of the LOT otherwise request.

4.04 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and for transacting any other business shall be held at eight o'clock p.m. on the second Tuesday in March of each year, or at such other time in the months of January, February or March of each year as shall

be selected by the BOARD and as is contained in the notice of such meeting. However, so long as DEVELOPER appoints a majority of the directors of the ASSOCIATION, no annual meetings will be required to be held.

4.06 Special Meetings. As long as the DEVELOPER is entitled to appoint any director, only the DEVELOPER may call a special meeting of the members. After the DEVELOPER is no longer entitled to appoint any director, special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than thirty percent (30%) of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary or other officer of the ASSOCIATION to all of the members within fifteen (15) days after same is duly called, and the meeting shall be held within forty-five (45) days after same is duly called.

4.07 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members who were present at such meeting.

4.08 Organization. At each meeting of the members, the president, the vice president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.09 Order of Business. The order of business at the annual meetings of the members shall be:

4.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and by the directors, at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION, may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a LOT is owned by more than one person or by a corporation, the consent for such LOT need only be signed by one person who would be entitled to cast the vote for the LOT as a co-owner pursuant to Paragraph 3.03.02 of these BYLAWS.

## 5.00 DIRECTORS.

### 5.01 Membership.

5.01.01 The affairs of the ASSOCIATION shall be managed by a BOARD consisting of an odd number of directors not less than three (3) in number. So long as the DEVELOPER is entitled to appoint any director pursuant to the ARTICLES, the number of directors will be determined, and may be changed from time to time, by the DEVELOPER by written notice to the BOARD. After the DEVELOPER is no longer entitled to appoint any director, the number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing BOARD, if prior to such meeting of the members the BOARD votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

5.02 Election of Directors by Members. Election of directors to be elected by the members of the ASSOCIATION shall be conducted in the following manner:

5.02.01 Within sixty days after the members other than the DEVELOPER are entitled to elect a majority of the directors, as provided in the ARTICLES, or within sixty (60) days after the DEVELOPER notifies the ASSOCIATION in writing that it waives its right to appoint one or more directors, the ASSOCIATION shall call, and give not less than thirty (30) days nor more than sixty (60) days' notice of, a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate number of directors previously appointed by the DEVELOPER as to which the DEVELOPER has waived its right to appoint. Such special meeting may be called and the notice given by any member if the ASSOCIATION fails to do so. At such special meeting the members shall elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by DEVELOPER which would have been replaced by any directors elected by the members may resign without further liability or obligation to the ASSOCIATION. In the event such a special meeting is called and held, at such meeting the members may elect not to hold the next annual meeting of the members if such next annual meeting would be less than four (4) months after the date of the special meeting, and upon such election the next annual meeting of the members shall not be held.

5.02.02 Except as provided above, the members shall elect directors at the annual members' meetings.

5.02.03 Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the BOARD will not be altered by the members at the members' meeting.

5.02.04 The election of directors by the members shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. Members may vote by proxy as well.

5.03 Term of Office. All directors elected by the members shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or be the ARTICLES.

5.04 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.05 Regular Meetings. Regular meetings of the BOARD may be held at such time and place as shall be determined, from time to time, by a majority of the directors.

5.06 Special Meetings. Special meetings of the BOARD may be called by any director, or by the president, at any time.

5.07 Notice of Meetings. Notice of each meeting of the BOARD shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least forty-eight (48) hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, mailed at least five (5) days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice or waiver of notice of such meeting.

5.08 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the DECLARATION, the ARTICLES, or by these BYLAWS. A director may join by written concurrence in any action taken at a meeting of the BOARD but such concurrence may not be used for the purposes of creating a quorum.

5.09 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.10 Presiding Officer. The presiding officer of the BOARD meetings shall be the chairman of the BOARD if such an officer is elected; and if none, the president of the

ASSOCIATION shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

5.11 Order of Business. The order of business at a BOARD meeting shall be:

5.11.01 Calling of role;

5.11.02 Proof of due notice of meeting;

5.11.03 Reading and disposal of any unapproved minutes;

5.12 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the ASSOCIATION, or their authorized representatives, and the directors at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

5.13 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.14 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.15 Removal of Directors. Any director other than a director appointed by the DEVELOPER may be removed pursuant to Florida Statutes Chapter 720, as amended from time to time.

5.16 Vacancies

5.16.01 Vacancies in the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successors are duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, the DEVELOPER at all times shall have the right to appoint the maximum number of directors permitted by the ARTICLES, and any vacancies on the BOARD may be filled by the DEVELOPER to the extent that the number of directors then serving on the BOARD which were appointed by the DEVELOPER is less than the number of directors the DEVELOPER is then entitled to appoint.

5.16.02 In the event the ASSOCIATION fails to fill vacancies on the BOARD sufficient to constitute a quorum in accordance with these BYLAWS, any LOT OWNER may petition the Circuit Court of the County in which the PROPERTY is located for the appointment of a receiver to manage the affairs of the ASSOCIATION. At least thirty (30) days prior to petitioning the Circuit Court, the LOT OWNER shall mail to the ASSOCIATION a notice describing

the intended action giving the ASSOCIATION the opportunity to fill the vacancies. If during such time the ASSOCIATION fails to fill the vacancies, the LOT OWNER may proceed with the petition. If a receiver is appointed, the ASSOCIATION shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all powers and duties of a duly constituted member of the BOARD, and shall serve until the ASSOCIATION fills vacancies on the BOARD sufficient to constitute a quorum.

5.17 Directors Appointed by the DEVELOPER. Notwithstanding anything contained herein to the contrary, the DEVELOPER shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the DEVELOPER pursuant to the ARTICLES. All directors appointed by the DEVELOPER shall serve at the pleasure of the DEVELOPER, and the DEVELOPER shall have the absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the BOARD. Replacement of any director appointed by the DEVELOPER shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated a successor director. The removal of any director and the designation of his successor by the DEVELOPER shall become effective immediately upon delivery of such written instrument by the DEVELOPER.

5.18 Compensation. The directors shall not be entitled to any compensation for serving as directors unless the members approve such compensation; provided, however, the ASSOCIATION may reimburse any director for expenses incurred on behalf of the ASSOCIATION without approval of the members.

5.19 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, the DECLARATION, or as otherwise provided by statute or law.

## 6.00 OFFICERS

6.01 Members and Qualifications. The officers of the ASSOCIATION shall include a president, a vice president, a treasurer and a secretary, all of whom shall be elected by the directors and may be preemptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION from time to time. Each officer shall hold office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.02 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation,

removal or any other cause may be filed for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.04 The President. The president shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

6.05 The Vice President. The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.06 The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the ASSOCIATION, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association, and as may be required by the directors or the president.

6.07 The Treasurer. The treasurer shall have custody of all property of the ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a treasurer's report to the BOARD at reasonable intervals and shall perform all other duties incident to the office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

Notwithstanding the foregoing, the BOARD may delegate to a management company or managing agent the power to collect ASSESSMENTS, sign checks on behalf of the ASSOCIATION and to perform such other functions and duties as is customary, upon such terms and conditions and upon furnishing the ASSOCIATION such bond as the BOARD deems appropriate.

6.08 Compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASSOCIATION from contracting with a director for the management of property subject to the jurisdiction of the ASSOCIATION, or for services to the ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or services.

## 7.00 FINANCES AND ASSESSMENTS.

7.01 Assessment Roll. The ASSOCIATION shall maintain an ASSESSMENT roll for each LOT, designating the name and current mailing address of the OWNER, the amount of each

ASSESSMENT against such OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the OWNER, and the balance due.

7.02 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD.

7.03 Application of Payments and Commingling of Funds. All sums collected by the ASSOCIATION from ASSESSMENTS may be commingled in a single fund or divided into more than one fund, as determined by the BOARD.

7.04 Accounting Records and Reports. The ASSOCIATION shall maintain accounting records according to good accounting practices. The records shall be open to inspection by OWNERS and INSTITUTIONAL LENDERS or their authorized representatives, at reasonable times. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct a review of the accounts of the ASSOCIATION by a public accountant, and if such a review is made, a copy of the report shall be furnished to each member, or their authorized representative, within fifteen days after same is received by the BOARD.

8.00 PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the ASSOCIATION'S meetings when not in conflict with the DECLARATION, the ARTICLES or these BYLAWS.

9.00 AMENDMENTS. Except as otherwise provided, these BYLAWS may be amended in the following manner:

9.01 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

9.02 Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of twenty-five (25%) or more of the members of the ASSOCIATION.

9.03 Adoption of Amendments.

9.03.01 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by unanimous vote of all of the directors, or (b) by not less than two-thirds (2/3) of the votes of the entire membership of the ASSOCIATION. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.03.02 Notwithstanding anything contained herein to the contrary, so long as the DEVELOPER is entitled to appoint a majority of the directors, the DEVELOPER shall have the right to unilaterally amend these BYLAWS without the joinder or approval of the BOARD, any member, any INSTITUTIONAL LENDER or any other party; subject, however, to the provisions of Paragraphs 9.04 and 9.05 of these BYLAWS.

9.04 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the



joinder of all record owners of mortgages upon the LOTS. No amendment shall be made that is in conflict with the DECLARATION or the ARTICLES. Prior to the closing of the sale and conveyance by DEVELOPER of all LOTS, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join in the execution of the amendment, including, but not limited to, any right of the DEVELOPER to appoint directors.

9.05 No amendment to these BYLAWS shall be made which discriminates against any OWNER(S), or affects less than all of the OWNERS without the written approval of all of the OWNERS so discriminated against or affected.

9.06 No modification of, or amendment to, the BYLAWS shall be valid until recorded in the public records of the county in which the PROPERTY is located.

#### 10.00 MISCELLANEOUS.

10.01 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

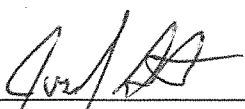
10.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

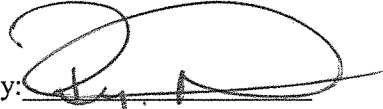
10.03 Conflicts. In the event of any conflict, the DECLARATION, the ARTICLES, and these BYLAWS, shall govern, in that order.

10.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

10.05 Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of the DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the ASSOCIATION within ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

The foregoing was adopted as the Amended and Restated BYLAWS of the ASSOCIATION at a Special Meeting of the BOARD on the 11<sup>th</sup> day of January, 2019.

By:   
Joseph Sabato, President

By:   
Ryan Watley, Secretary/Treasurer

By:   
William Potter, Vice President

**(EXHIBIT "D" TO DECLARATION)**

**BOAT PLAN FOR THE PROPERTY**

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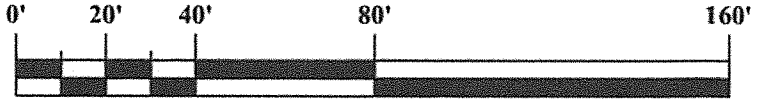
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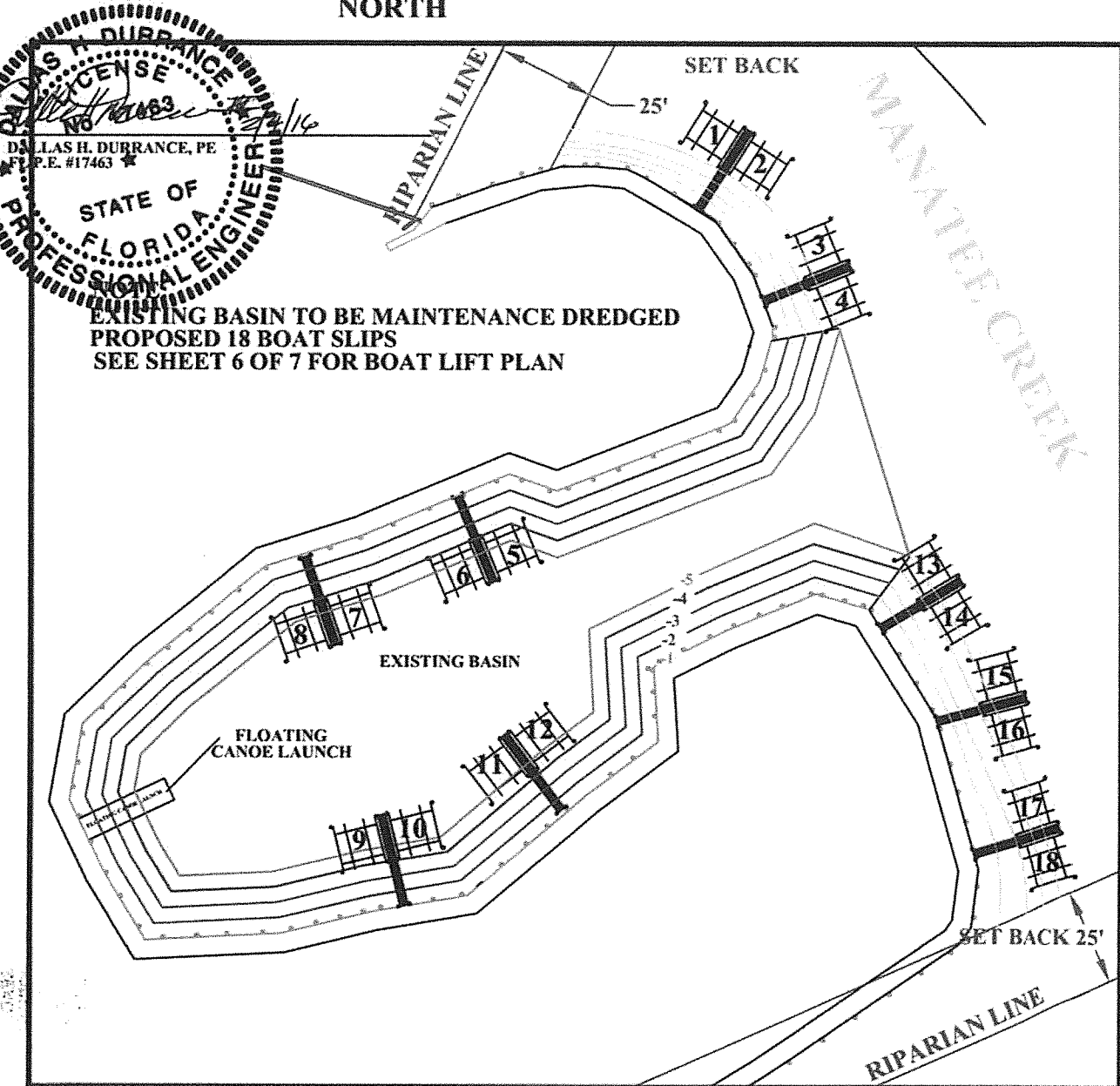
**CUNNINGHAM & DURRANCE**  
 CONSULTING ENGINEERS INC.  
 400 EXECUTIVE CENTER DRIVE, SUITE 108  
 WEST PALM BEACH, FLORIDA  
 (561) 689-5455 FAX(561) 640-7815  
 (E.B. & L.B. No. 4502)



**NORTH**



**SCALE: 1" = 40'**



SOURCE: CUNNINGHAM & DURRANCE CONSULTING ENGINEERS INC. AND HSE

SFWMD PERMIT # 4302637-P  
 PARCEL ID # 51-38-41-004-011-00060-7 et al

MARTIN COUNTY FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 14-032.04	DRAWING NAME: APP A - 18 BOAT SLIP SITE PLAN.DWG	DATE: 29 JANUARY 2016	APPENDIX A FIGURE: 4 OF 22
	51	38S	41E				
LATITUDE: 27°08'44.485"		LONGITUDE: -80°11'26.971"		DESIGNED BY: RLW	DRAWN BY: FRP	CHECKED BY: RLW	

**THE SANCTUARY AT MANATEE BAY**  
**SFWMD AND COE ERP APPLICATION**  
**SUBDIVISION DOCKING AND DREDGING**  
**PROPOSED BOAT SLIPS AND CANOE LAUNCH**

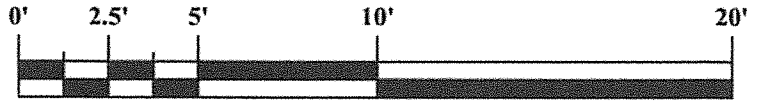
**H S E**  
 Hobe Sound Environmental Consultants Inc.  
 9512 SE Duncan Street  
 Hobe Sound, FL. 33455  
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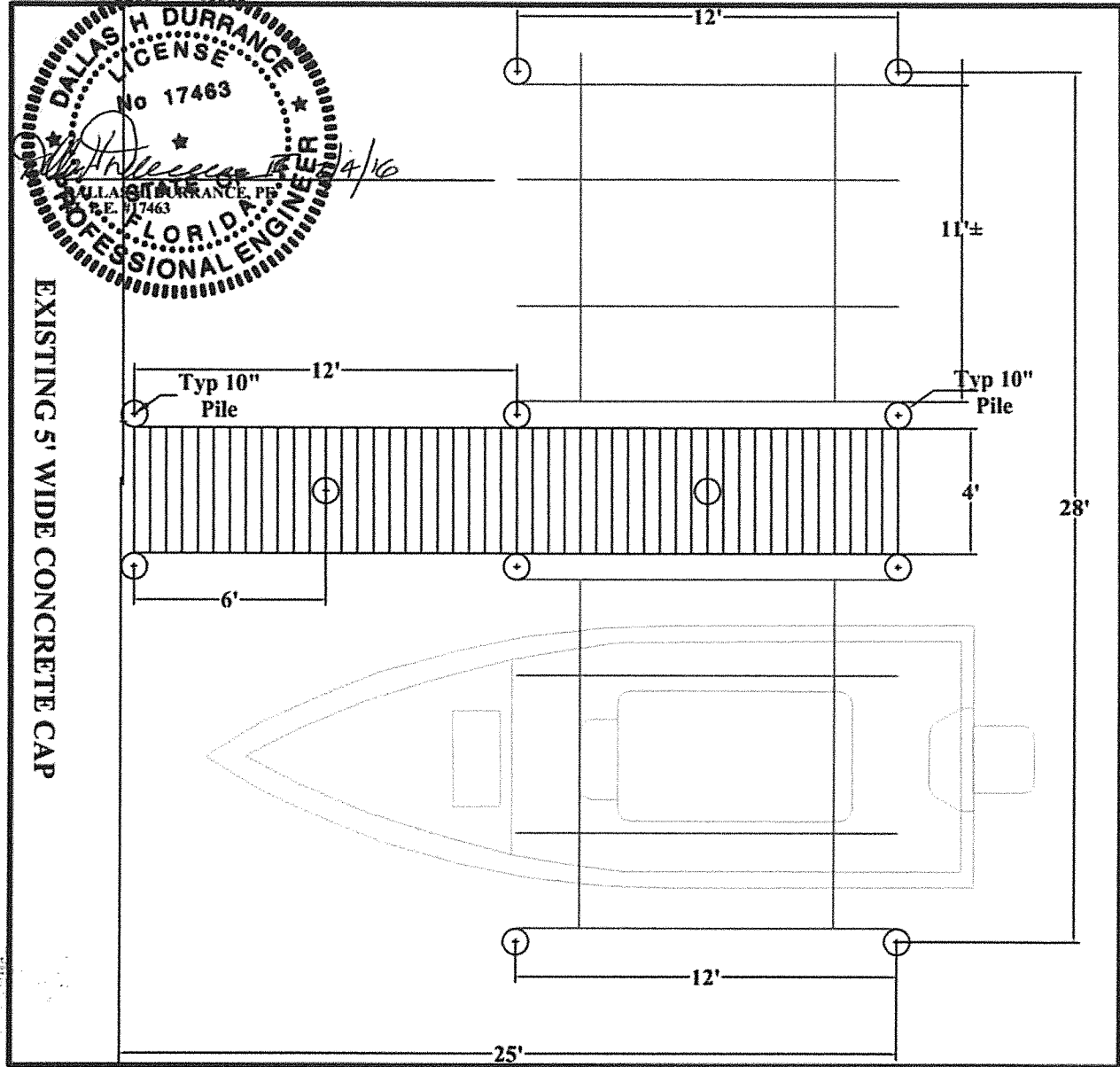
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SCALE: 1" = 5'



SOURCE: CUNNINGHAM & DURRANCE CONSULTING ENGINEERS INC. AND HSE

SFWMD PERMIT # 4302637-P

PARCEL ID # 51-38-41-004-011-00060-7 et al

MARTIN COUNTY FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 14-032.04	DRAWING NAME: APP A - 06 TYP SLIP DIMEN.DWG	DATE: 29 JANUARY 2016	APPENDIX A FIGURE: 6 OF 22
	51	38S	41E				
LATITUDE: 27°08'44.485"		LONGITUDE: -80°11'26.971"		DESIGNED BY: RLW	DRAWN BY: FRP	CHECKED BY: RLW	

**THE SANCTUARY AT MANATEE BAY  
 SFWMD AND COE ERP APPLICATION  
 SUBDIVISION DOCKING AND DREDGING  
 DOUBLE BOAT SLIP DETAIL (TYPICAL)**

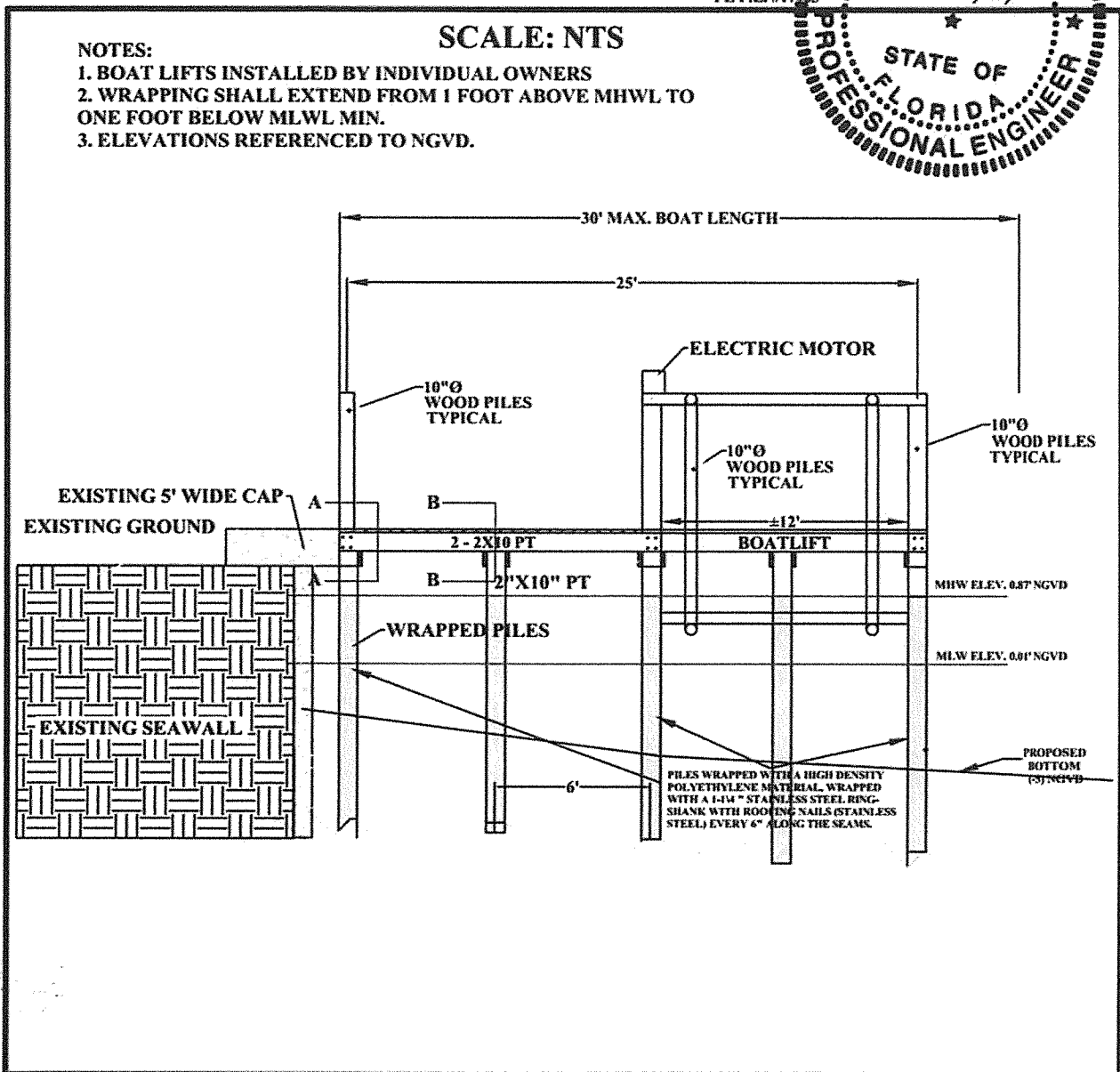
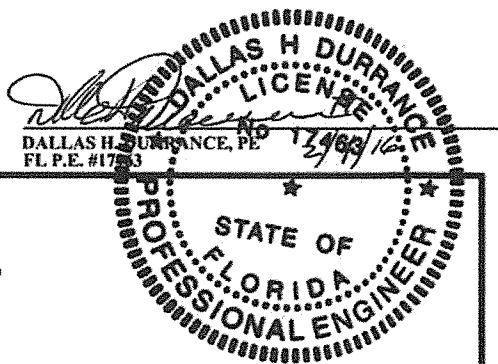
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SFWMD PERMIT # 4302637-P  
 PARCEL ID # 51-38-41-004-011-00060-7 et al

MARTIN COUNTY FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 14-032.04	DRAWING NAME: APP A - 07 DOCK PROFILE.DWG	DATE: 29 JANUARY 2016	APPENDIX A FIGURE: 7 OF 22
	51	38S	41E				
LATITUDE: 27°08'44.485"		LONGITUDE: -80°11'26.971"		DESIGNED BY: RLW	DRAWN BY: FRP	CHECKED BY: RLW	

**THE SANCTUARY AT MANATEE BAY  
 SFWMD AND COE ERP APPLICATION  
 SUBDIVISION DOCKING AND DREDGING  
 BOAT SLIP PROFILE (TYPICAL)**

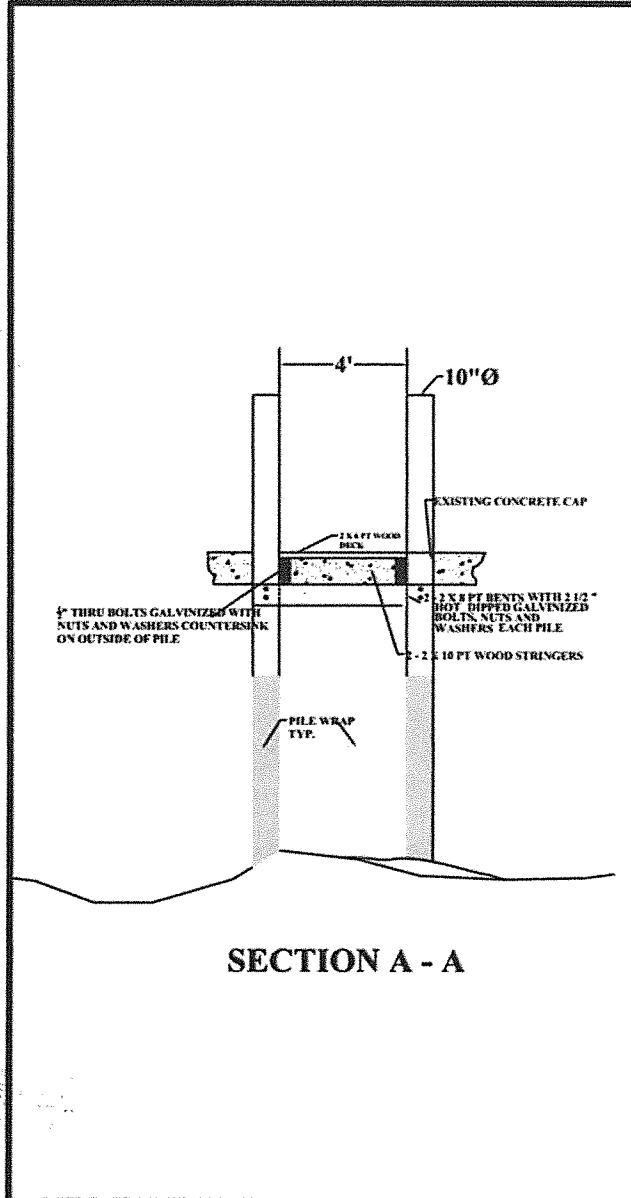
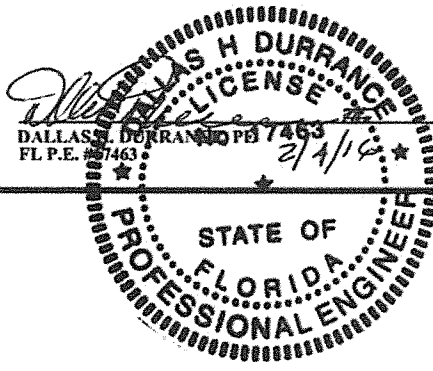
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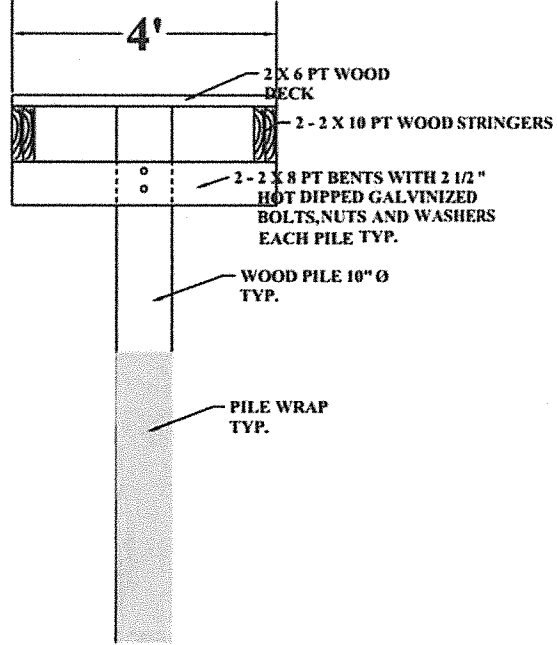
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 (E.B. & L.B. No. 4502)



**SECTION A - A**



**SECTION B - B**

**PILE WRAP NOTE:**  
 PILES WRAPPED WITH A HIGH DENSITY POLYETHYLENE MATERIAL, WRAPPED WITH A 1-1/4" STAINLESS STEEL RING-SHANK WITH ROOFING NAILS (STAINLESS STEEL) EVERY 6" ALONG THE SEAMS.

SOURCE: CUNNINGHAM & DURRANCE CONSULTING ENGINEERS INC. AND HSE

SFWMD PERMIT # 4302637-P  
 PARCEL ID # 51-38-41-004-011-00060-7 et al

MARTIN COUNTY FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 14-032.04	DRAWING NAME: APP A - 05 DOCK SEC A&B.DWG	DATE: 29 JANUARY 2016	APPENDIX A FIGURE: 8 OF 22
	51	38S	41E				
LATITUDE: 27°08'44.485"		LONGITUDE: -80°11'26.971"		DESIGNED BY: RLW	DRAWN BY: FRP	CHECKED BY: RLW	

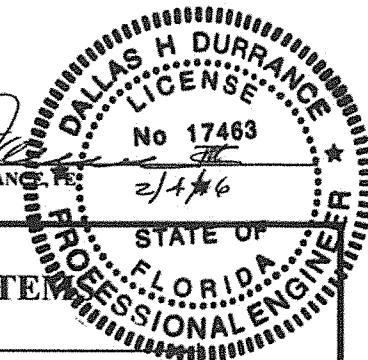
**THE SANCTUARY AT MANATEE BAY  
 SFWMD AND COE ERP APPLICATION  
 SUBDIVISION DOCKING AND DREDGING  
 DOCK DETAIL SECTIONS A & B**

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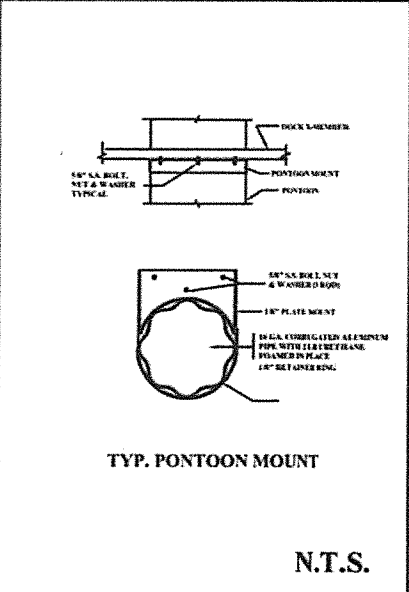
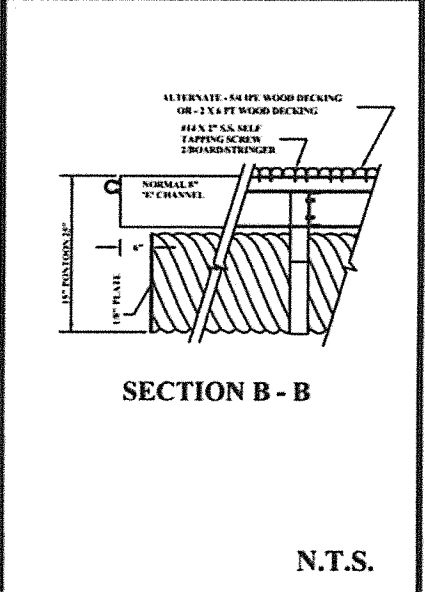
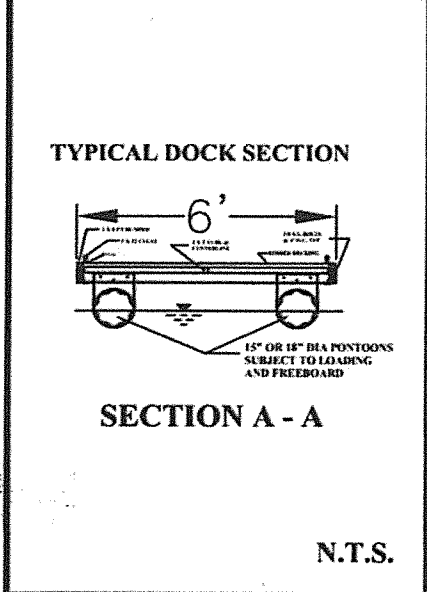
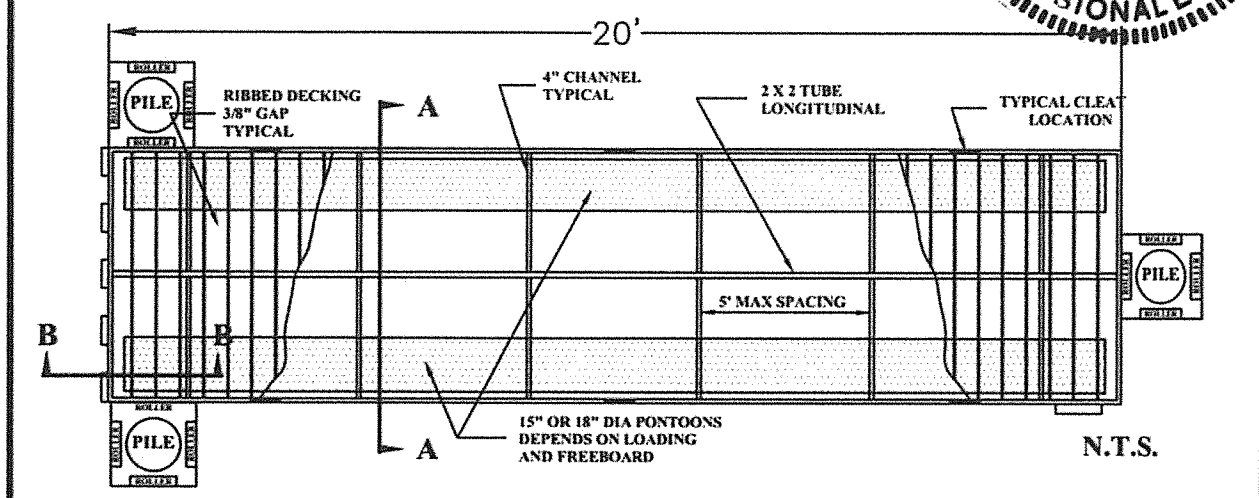
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**DALLAS H. DURRANCE**  
 FL P.E. #17463  
 No 17463  
 2/4/16  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER


## ALUMINUM PONTOON FLOATING SYSTEM



SOURCE: CUNNINGHAM & DURRANCE CONSULTING ENGINEERS INC. AND HSE SFWMD PERMIT # 4302637-P  
PARCEL ID # 51-38-41-004-011-00060-7 et al

MARTIN COUNTY FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 14-032.04	DRAWING NAME: APP A - 09 CANOE PLAN VIEW.DWG	DATE: 29 JANUARY 2016	APPENDIX A FIGURE: 9 OF 22
	51	38S	41E				
LATITUDE: 27°08'44.485"		LONGITUDE: -80°11'26.971"		DESIGNED BY: RLW	DRAWN BY: FRP	CHECKED BY: RLW	

**THE SANCTUARY AT MANATEE BAY  
 SFWMD AND COE ERP APPLICATION  
 SUBDIVISION DOCKING AND DREDGING  
 FLOATING CANOE LAUNCH DETAIL**

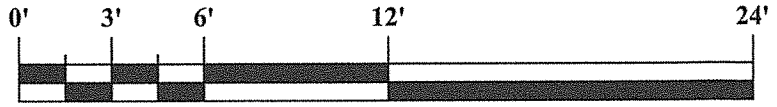

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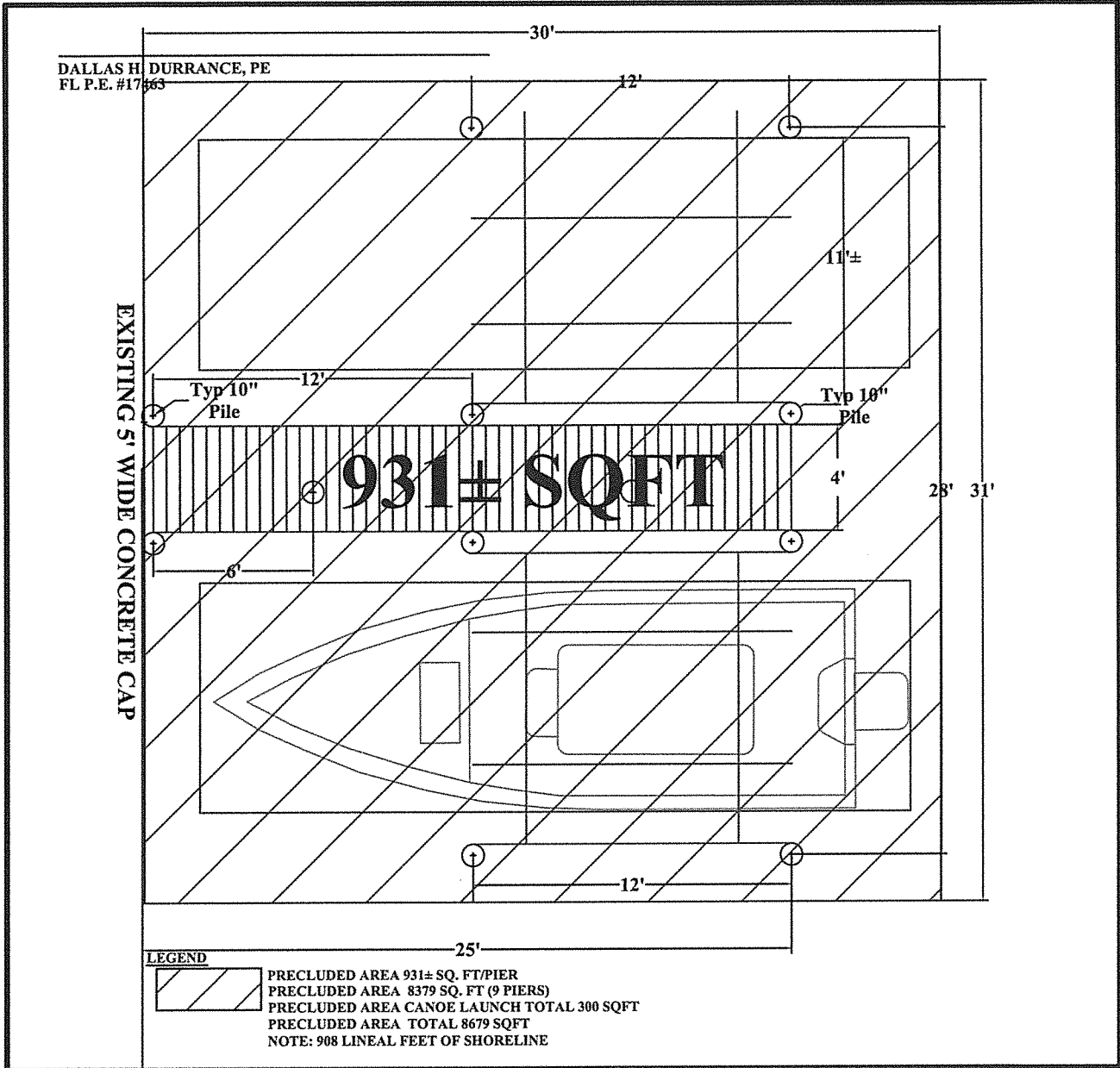
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SCALE: 1" = 6'



SFWMD PERMIT # 4302637-P  
 PARCEL ID # 51-38-41-004-011-00060-7 et al

SOURCE: CUNNINGHAM & DURRANCE CONSULTING ENGINEERS INC. AND HSE

MARTIN COUNTY FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 14-032.04	DRAWING NAME:	DATE REVISED:	APPENDIX A FIGURE: 10 OF 22
	51	38S	41E		APP A - 06 TYP SLIP DIMEN.DWG	30 NOVEMBER 2016	
LATITUDE: 27°08'44.485"		LONGITUDE: -80°11'26.971"		DESIGNED BY: RLW	DRAWN BY: FRP	CHECKED BY: RLW	

**THE SANCTUARY AT MANATEE BAY  
 SFWMD AND COE ERP APPLICATION  
 SUBDIVISION DOCKING AND DREDGING  
 PRECLUDED AREA**

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 9512 SE Duncan Street  
 Hobe Sound, FL. 33455  
 (772) 545-3676, E-mail: bobhsenv@gmail.com