

THIS DOCUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

Christopher H. Marine, Esquire  
Gould, Cooksey, Fennell, O'Neill,  
Marine, Carter & Hafner, P.A.  
979 Beachland Boulevard  
Vero Beach, FL 32963  
(561)231-1100

**SUPPLEMENTAL DECLARATION**

**PALM ISLAND PLANTATION  
CARRIAGE HOMES**

THIS SUPPLEMENTAL DECLARATION is made this 21st day of March, 2002 by PALM ISLAND PLANTATION, L.L.C., a Florida limited liability company (the "Developer"), and is joined in by PALM ISLAND PLANTATION COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

**STATEMENT OF BACKGROUND INFORMATION**

A. Terms used as defined terms herein without definition shall have the meaning ascribed to them in the Master Declaration of Covenants, Conditions, Reservations and Restrictions for Palm Island Plantation recorded in O.R. Book 1477, Page 88, of the Public Records of Indian River County, Florida, as the same may be amended from time to time (the "Declaration").

B. Developer, with the joinder of Association, has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to unilaterally amend and supplement the Declaration.

D. Developer desires to designate the real property legally described on Exhibit "A" attached hereto (the "Carriage Homes Property") as a Neighborhood called Carriage Homes, and add additional use restrictions for Carriage Homes.

**STATEMENT OF DECLARATION**

Developer hereby declares that the Carriage Homes Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplement.

Section 1. Designation. Carriage Homes Units are hereby declared to be a Neighborhood called Carriage Homes. The Carriage Homes Property may, but shall not be required to, be expanded by the Declarant, in its sole discretion, at any time and from time to time, by the addition of additional Units and/or Common Areas thereto. Said expansion shall not require the vote or approval by any party

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whomsoever including, without limitation, the Association, the Owners or any or all Owners within Carriage Homes.

Section 2. Lot Irrigation. Each Unit within Carriage Homes must, at all times after a certificate of occupancy is issued for habitable improvements constructed thereon, be equipped with an operational underground sprinkler system designed to irrigate all sodded and landscaped portions of the Unit.

Section 3. Lawn Maintenance. The Association will provide mandatory lawn maintenance for all Units within Carriage Homes. Such mandatory maintenance will include periodic mowing and edging and other services determined, from time to time, by the Board of Directors. Such services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming. All costs of mandatory lawn and landscape maintenance shall be assessed against Units upon which habitable improvements are complete as a Neighborhood Assessment. In the event other services are not provided on a mandatory basis, the Association may, but shall not be required to offer such services on an optional basis. It is anticipated the Association will contract with independent third party landscape maintenance companies to provide service in accordance with this Section.

Notwithstanding the foregoing, Owners shall be responsible for the replacement of any trees, shrubs, or other vegetation located on his or her Unit, in accordance with Article IV, Section 2 of the Declaration.

Section 4. Exterior Maintenance. The exteriors of all residential structures, pools, spas, and privacy fences within Carriage Homes will be maintained by the Association in a neat and attractive condition in accordance with the Community Wide Standards. Said maintenance may include periodic painting and pressure cleaning. The Board of Directors may, from time to time, determine more definitive standards for maintenance of Units within Carriage Homes, which may include, without limitation, specific time frames for repainting and pressure cleaning. All costs of maintenance shall be assessed against Units as a Neighborhood Assessment or a Benefitted Assessment. It is anticipated the Association will contract with independent third parties to provide services in accordance with this Section.

Notwithstanding the foregoing, the Association shall have no responsibility for windows or doors (other than the painting or staining thereof), window or door hardware, steps, exterior light fixtures, or for replacement of any glass surfaces or structural portions of such structures, all of which shall be the responsibility of the owner. Further, the Association shall have no responsibility for the maintenance, repair and replacement of roofs, including roof surfaces and roof decking. Pool and spa maintenance by the Association shall specifically exclude maintenance or repair of the pool structure, settlement, chipping, cracking, or peeling of the pool finish, surfaces, coping or deck, or service or repair of pool accessories and equipment.

Structural repairs and replacements may, in the discretion of the Association, be completed by the Association and the costs and expenses be assessed only against the affected Units as a Benefitted Assessment.

Section 5. Easement. The Association shall have a perpetual nonexclusive easement and right of access to enter upon Units within Carriage Homes to perform the maintenance activities referred to herein. No such entry or access shall be deemed a trespass.

Section 6. Roofing. Roofing materials on residential structures within the Carriage Homes Property shall comply with the architectural standards provided under Article XI of the Declaration, and any Architectural Standards Manual which may be published by the ARC. Any replacement to original roofing material shall be of like kind, character and color. Any replacement of roofing material is subject to architectural approval in accordance with the Declaration.

Section 7. Leases. No Unit within Carriage Homes may be rented except in its entirety. All leases shall be for a minimum rental term of sixty (60) days, and a Unit may be leased no more than three (3) times during any calendar year. The minimum rental period shall not apply to Units owned by or leased to the Declarant.

Section 8. Side Yard Easement for Encroaching Improvements. Carriage Homes is designed to be a community which may include zero lot line residential homes. Residential structures may be plot planned to be constructed on, or immediately adjacent to, the side boundary of the Unit. Each Unit within Carriage Homes shall be burdened with an easement three feet (3') in width along its side lot lines ("Easement Area"). The easement shall be for purposes of use of the Easement Area by adjacent owner(s) for overhangs, encroachments due to original construction, settling of originally constructed improvements, landscaping and any replacements to the foregoing. These uses shall include the right of the adjacent Owner to maintain the encroaching improvements. The encroachments shall be construed as authorized, permitted encroachments, and shall not constitute a defect in title to either Unit or adversely affect marketability of title. Use of the Easement Area by adjacent Owner(s) shall be limited to solely that portion of the Easement Area which is not utilized by the Owner of the burdened Lot for the residential structure, accessory structures and landscaping as originally installed on the Lot, any replacements thereto or any settling thereof. Any dispute concerning use of the Easement Area shall be settled by the Association, whose decision shall be binding on the Owners of the Units in question.

Section 9. Exterior Lighting/Mailbox. At the time a certificate of occupancy is issued for a residential structure on a Unit, the Unit shall be equipped with exterior lighting fixtures and a mailbox in the style and location required in accordance with the architectural review and approval procedure of the Declaration. Any replacements shall be of the same style and character as the originally installed lighting and mailbox.

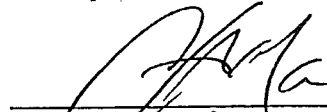
Section 10. Tree Protection. Declarant hereby reserves the right to require each Owner to protect and preserve certain specimen trees. Owners may be required to move or relocate certain specimen trees to alternate sections of an Owner's lot as part of the landscaping requirements imposed by the Architectural Review Committee. In the event relocation is required, Owner may be granted credit for such relocation in the required landscaping budget associated with construction.


Owners shall use reasonable care to protect and maintain designated specimen trees. In the event any such tree(s) die(s) or is/are removed as a result of disease, the Owner shall replace the same with a tree of a species and size approved under Article XI of the Declaration.

Section 11. Supplement to Declaration. All provisions of the Declaration shall apply to Carriage Homes, except as the same may be changed or supplemented by this Supplemental Declaration. This Supplemental Declaration shall control over conflicting provisions of the Declaration.

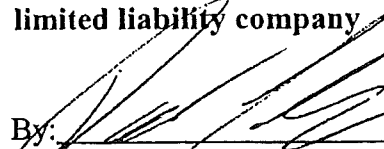
IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

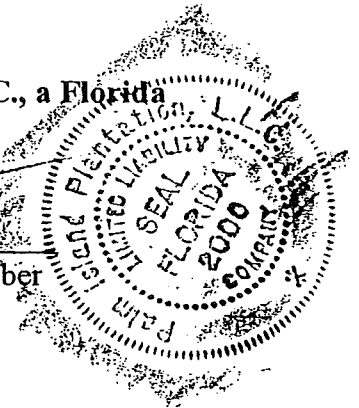
Signed, Sealed and Delivered  
in the presence of:

  
Print Name: Christopher H. Marine

  
Print Name: CAROL K. WILCOX

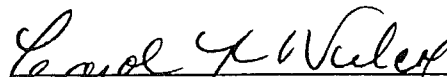
**PALM ISLAND PLANTATION, L.L.C., a Florida  
limited liability company**

By:   
DAVID C. BAUER, Managing Member



STATE OF FLORIDA  
COUNTY OF INDIAN RIVER


The foregoing instrument was acknowledged before me this 21st day of March, 2002 by **DAVID C. BAUER**, as Managing Member of **Palm Island Plantation, L.L.C., a Florida limited liability company**, on behalf of said limited liability company. He is personally known to me or has provided a driver's license as identification and did take an oath.

  
Notary Public State of Florida at Large  
CAROL K. WILCOX  
Notary Printed Name  
My Commission Expires:


SEAL

JOINDER BY ASSOCIATION

PALM ISLAND PLANTATION,  
COMMUNITY ASSOCIATION, INC., a  
Florida not-for-profit corporation

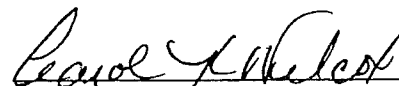
  
Print Name: Christopher H. Marine

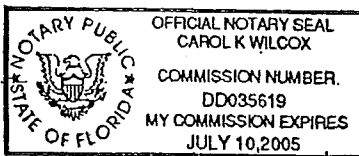
By:   
DAVID C. BAUER, President

  
Print Name: CAROL K. WILCOX

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 21st day of March, 2002 by **DAVID C. BAUER**, President of **Palm Island Plantation Community Association, Inc.**, a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has provided a driver's license as identification and did take an oath.

  
Notary Public State of Florida at Large  
CAROL K. WILCOX  
Notary Printed Name  
My Commission Expires:



SEAL

EXHIBIT "A"

LEGAL DESCRIPTION OF CARRIAGE HOMES PROPERTY

Lots 1 through 64, inclusive, Block A, Palm Island Plantation P.R.D.-Plat 1, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Indian River County, Florida recorded in Plat Book 16, Page 72, public records of Indian River County, Florida.

STATE OF FLORIDA  
INDIAN RIVER COUNTY  
THIS IS TO CERTIFY THAT THIS IS A  
TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE.



BY J.K. Barton  
J.K. BARTON, CLERK  
DEPUTY CLERK  
DATE 4/2/2002

24.00 rec  
3.00 fillins

IN THE RECORDS OF  
JEFFREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA.

**THIS DOCUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:**

Christopher H. Marine, Esquire  
Gould, Cooksey, Fennell, O'Neill,  
Marine, Carter & Hafner, P.A.  
979 Beachland Boulevard  
Vero Beach, FL 32963  
(561)231-1100

**SUPPLEMENTAL DECLARATION**

**PALM ISLAND PLANTATION  
ESTATE HOMES**

**THIS SUPPLEMENTAL DECLARATION** is made this 21st day of March, 2002 by **PALM ISLAND PLANTATION, L.L.C., a Florida limited liability company** (the "Developer"), and is joined in by **PALM ISLAND PLANTATION COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation** (the "Association").

**STATEMENT OF BACKGROUND INFORMATION**

A. Terms used as defined terms herein without definition shall have the meaning ascribed to them in the Master Declaration of Covenants, Conditions, Reservations and Restrictions for Palm Island Plantation recorded in O.R. Book 1477, Page 88, of the Public Records of Indian River County, Florida, as the same may be amended from time to time (the "Declaration").

B. Developer, with the joinder of Association, has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to unilaterally amend and supplement the Declaration.

D. Developer desires to designate the real property legally described on Exhibit "A" attached hereto (the "Estate Homes Property") as a Neighborhood called Estate Homes, and add additional use restrictions for Estate Homes.

**STATEMENT OF DECLARATION**

Developer hereby declares that the Estate Homes Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplement.

Section 1. Designation. Estate Homes Units are hereby declared to be a Neighborhood called Estate Homes. The Estate Homes Property may, but shall not be required to, be expanded by the Declarant, in its sole discretion, at any time and from time to time, by the addition of additional Units and/or Common Areas thereto. Said expansion shall not require the vote or approval by any party

A TRUE COPY  
CERTIFICATION ON LAST PAGE  
J.K. BARTON, CLERK

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whomsoever including, without limitation, the Association, the Owners or any or all Owners within Estate Homes.

Section 2. Lot Irrigation. Each Unit within Estate Homes must, at all times after a certificate of occupancy is issued for habitable improvements constructed thereon, be equipped with an operational underground sprinkler system designed to irrigate all sodded and landscaped portions of the Unit.

Section 3. Landscape Maintenance. Owners shall maintain all sodded and landscaped portions of each Unit in a neat and attractive condition in accordance with the Community Wide Standards. Such mandatory maintenance shall include periodic mowing and edging and other services determined, from time to time, by the Board of Directors. Such services include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming.

Section 4. Exterior Maintenance. Owners shall maintain the exteriors of all residential structures, accessory structures, pools, privacy fences and other improvements, including without limitation, driveways and walkways within Estate Homes in a neat and attractive condition in accordance with the Community Wide Standards. Said maintenance will include, but not be limited to, periodic painting and pressure cleaning. The Board of Directors, may, from time to time, determine more definitive standards for maintenance of Units within Estate Homes, which may include, without limitation, specific time frames for repainting and pressure cleaning.

Section 5. Enforcement. In the event any Owner fails to properly perform the maintenance responsibilities contained herein, the Association may perform the same, and assess all costs incurred by the Association against the Unit and the Owner in accordance with Article X, Section 4(b) of the Declaration.

Section 6. Roofing. Roofing materials on residential structures within the Estate Homes Property shall comply with the architectural standards provided under Article XI of the Declaration, and any Architectural Standards Manual which may be published by the ARC. Any replacements to original roofing material shall be of like kind, character and color. Any replacement of roofing material is subject to architectural approval in accordance with the Declaration.

Section 7. Exterior Lighting/Mailbox. At the time a certificate of occupancy is issued for a residential structure on a Unit, the Unit shall be equipped with exterior lighting fixtures and a mailbox in the style and location required in accordance with the architectural review and approval procedure of the Declaration. Any replacements shall be of the same style and character as the originally installed lighting and mailbox.

Section 8. Leases. No Unit within Estate Homes may be rented except in its entirety. All leases shall be for a minimum rental term of sixty (60) days, and a Unit may be leased no more than three (3) times during any calendar year. The minimum rental period shall not apply to Units owned by or leased to the Declarant.

Section 9. Tree Protection. Declarant hereby reserves the right to require each Owner to protect and preserve certain specimen trees. Owners may be required to move or relocate certain specimen trees



to alternate sections of an Owner's lot as part of the landscaping requirements imposed by the Architectural Review Committee. In the event relocation is required, Owner may be granted credit for such relocation in the required landscaping budget associated with construction.

Owners shall use reasonable care to protect and maintain designated specimen trees. In the event any such tree(s) die(s) or is/are removed as a result of disease, the Owner shall replace the same with a tree of a species and size approved under Article XI of the Declaration.

Section 10. Supplement to Declaration. All provisions of the Declaration shall apply to Estate Homes, except as the same may be changed or supplemented by this Supplemental Declaration. This Supplemental Declaration shall control over conflicting provisions of the Declaration.

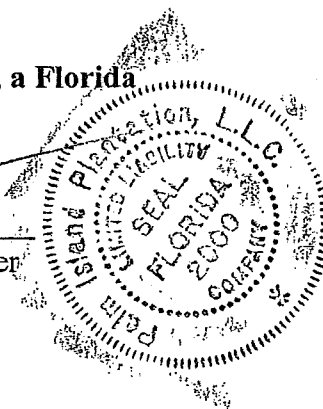
IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

Signed, Sealed and Delivered  
in the presence of:

  
Print Name: Christopher H. Marino

**PALM ISLAND PLANTATION, L.L.C., a Florida  
limited liability company**


By:   
DAVID C. BAUER, Managing Member



  
Print Name: CAROL K. WILCOX

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 21st day of March, 2002 by **DAVID C. BAUER**, as Managing Member of **Palm Island Plantation, L.L.C., a Florida limited liability company**, on behalf of said limited liability company. He is personally known to me or has provided a driver's license as identification and did take an oath.


  
Notary Public State of Florida at Large  
CAROL K. WILCOX  
Notary Printed Name  
My Commission Expires:

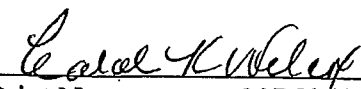
SEAL

JOINDER BY ASSOCIATION

PALM ISLAND PLANTATION,  
COMMUNITY ASSOCIATION, INC., a  
Florida not-for-profit corporation

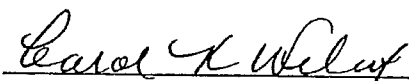
  
Print Name: Christopher H. Marine

By:   
DAVID C. BAUER, President

  
Print Name: CAROL K. WILCOX

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 21st day of March, 2002 by **DAVID C. BAUER**, President of **Palm Island Plantation Community Association, Inc., a Florida not-for-profit corporation**, on behalf of the corporation. He is personally known to me or has provided a driver's license as identification and did take an oath.

  
Notary Public State of Florida at Large  
CAROL K. WILCOX  
Notary Printed Name  
My Commission Expires:

SEAL

EXHIBIT "A"

LEGAL DESCRIPTION OF ESTATE HOMES PROPERTY

Lots 1 through 17, inclusive, Block B, Palm Island Plantation P.R.D.-Plat 1, according to the Plat thereof on file in the Office of the clerk of the Circuit Court in and for Indian River County, Florida recorded in Plat Book 16, Page 72, public records of Indian River County, Florida.

Lots 1 through 6, inclusive, Block C, Palm Island Plantation P.R.D.-Plat 1, according to the Plat thereof on file in the Office of the clerk of the Circuit Court in and for Indian River County, Florida recorded in Plat Book 16, Page 72, public records of Indian River County, Florida.

STATE OF FLORIDA  
INDIAN RIVER COUNTY  
THIS IS TO CERTIFY THAT THIS IS A  
TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE.

J.K. BARTON, CLERK



BY

*Cheryl A. Scantlon*  
DEPUTY CLERK

DATE

4/2/2002

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CC: 24.50

**THIS DOCUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:**

Christopher H. Marine, Esquire  
Gould, Cooksey, Fennell, O'Neill,  
Marine, Carter & Hafner, P.A.  
979 Beachland Boulevard  
Vero Beach, FL 32963  
(772) 231-1100

**SUPPLEMENTAL DECLARATION**

**PALM ISLAND PLANTATION  
CABANAS**

This Supplemental Declaration is made this 26 day of April, 2005 by **PALM ISLAND PLANTATION, L.L.C., a Florida limited liability company** (the "Developer"), and is joined in by **PALM ISLAND PLANTATION COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation** (the "Association").

**STATEMENT OF BACKGROUND INFORMATION**

A. Terms used as defined terms herein without definition shall have the meaning ascribed to them in the Master Declaration of Covenants, Conditions, Reservations and Restrictions for Palm Island Plantation recorded in O.R. Book 1477, Page 88, of the Public Records of Indian River County, Florida, as the same may be amended from time to time (the "Declaration").

B. Developer, with the joinder of Association, has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to unilaterally amend and supplement the Declaration.

D. Developer desires to designate the real property legally described in composite Exhibit "B" attached hereto as a Neighborhood called Cabanas and add additional use restrictions for Cabanas.

**STATEMENT OF DECLARATION**

Developer hereby declares that the Cabanas Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplement.

Section 1. Designation. The Cabana Units are hereby declared to be a Nonresidential Neighborhood called Cabanas. Developer has constructed a total of twelve (12) Cabana Units within a portion of the real property described in Exhibit "A" attached hereto. The Cabana Units are each

identified by number, and are more particularly legally described as provided in composite Exhibit "B" attached hereto.

Section 2. Nonresidential Units. All Cabanas shall be Nonresidential Units, as provided under Article I, Section 25 of the Declaration.

Section 3. No Overnight Occupancy/Usage. No Cabana shall be utilized as a residence, and overnight occupancy is prohibited. No trade or business of any kind may be conducted in or from a Cabana.

Cabana Units shall only be used by the owner of the Cabana Unit, and the owner's guests and invitees. Cabana Units shall not be leased or sublet to any third parties. Provided, however, a party occupying a Residential Unit as a tenant under a valid, approved lease as provided in the Declaration shall be permitted to utilize his or her landlord's Cabana Unit during the period of said lease.

Section 4. Exterior Maintenance. The exteriors of all Cabana Units will be maintained by the Association in a neat and attractive condition in accordance with the Community Wide Standards. Said maintenance may include periodic painting and pressure cleaning, exterior window cleaning and covered lanai cleaning. The Board of Directors may, from time to time, determine more definitive standards for maintenance of Cabana Units which may include, without limitation, specific time frames for repainting, pressure cleaning and exterior window cleaning.

Notwithstanding the foregoing, the Association shall have no responsibility for interior windows or doors, window or door hardware, steps, exterior light fixtures, or for replacement of any glass surfaces or structural portions of such structures, all of which shall be the responsibility of the owner. Further, the Association shall have no responsibility for the maintenance, repair and replacement of roofs, including roof surfaces and roof decking.

Structural repairs and replacements including roofs may, in the discretion of the Association, be completed by the Association and the costs and expenses be assessed only against the affected Units as a Benefitted Assessment as provided below.

Section 5. Expense Apportionment. The cost of all maintenance activities performed by the Association pursuant to Section 4 above shall be assessed against the Owners of Cabana Units as a Neighborhood Assessment pursuant to Article X Section 3, or a Benefitted Assessment pursuant to Article X Section 5 of the Declaration. It is anticipated the Association will contract with independent third parties to provide services in accordance with this Section. The Association shall annually prepare a budget covering the estimated costs of performing such maintenance during the year.

Section 6. Right of Entry. The Association shall have a perpetual nonexclusive easement and right of access to enter the Cabana Units to perform the maintenance activities referred to herein. No such entry shall be deemed a trespass.

Section 7. Insurance. The Association will acquire casualty insurance on behalf of each

Cabana Unit Owner at replacement value on the entire cabana building of which each unit is a part, insuring the parties' interests against fire, vandalism and other perils ordinarily included in casualty insurance. The Association will also acquire windstorm insurance at replacement value and flood insurance on behalf of each Cabana Unit Owner, with deductibles common to the Palm Island locale.

The cost of procuring and maintaining the insurance coverages reflected above shall be assessed against the Owners of Cabana Units as a Neighborhood Assessment pursuant to Article X, Section 3 of the Declaration, or a Benefitted Assessment pursuant to Article X, Section 5 of the Declaration.

Cabana Unit Owners shall procure and maintain a public liability insurance policy for all damage or injury caused by the negligence of the Cabana Unit Owner, his or its guests, agents and invitees. Cabana Unit Owners shall also be responsible for insuring the contents of their Units.

Any loss under insurance purchased by the Association shall be adjusted with and made payable to the Association as trustee for the parties insured, as their interests appear. Administration and adjustment of any such loss or losses shall be governed and settled in accordance with Article V of the Declaration. Notwithstanding anything to the contrary herein, each Cabana Unit Owner assumes the risk of loss and bears full responsibility for all losses associated with any damage to the Cabana that is not covered by insurance, including applicable policy deductibles.

Section 8. Roofing. Roofing materials shall comply with the architectural standards provided under Article XI of the Declaration, and any Architectural Standards Manual which may be published by the ARC. Any replacement to original roofing material shall be of like kind, character and color. Any replacement to roofing material is subject to architectural approval in accordance with the Declaration.

Section 9. Time Sharing. No Cabana Unit shall be made subject to any type of time-sharing, fraction sharing, or similar program whereby the right to exclusive use of the Unit rotates among members of a program on a fixed or floating time schedule over any period of time.

Section 10. Outdoor Premises. Barbecuing, grilling, smoking, or cooking of foods is prohibited inside the Cabana Units, or outside the Cabana Units, except in designated areas. Owners shall (i) remove all personal property or objects; and (ii) remove all glass and plastic containers and bottles from the covered lanai area prior to leaving the Cabana Unit. All rubbish, trash, and garbage shall be regularly removed from the Cabana Unit and exterior areas surrounding the same, and shall not be allowed to accumulate thereupon. No exterior television, radio or similar antenna or satellite dish of any kind, nature or description shall be erected, allowed, maintained, or otherwise placed upon any portion of the Cabana Unit.

Section 11. Animals and Pets. No animals or pets shall be permitted within the Cabanas, or within the Palm Island Plantation Beach Club premises.

Section 12. Furnishings. Cabanas shall be sold furnished by Declarant. No refurnishing, redecorating or any reconditioning of a Cabana unit shall be permitted without approval of Declarant, or the Association, as applicable.

Section 13. Easements. Cabana Unit Owners are granted a perpetual non-exclusive easement over, across and upon the General Common Areas constituting the Beach Club facilities, as defined in Article I Section 4 of the Declaration, for purposes of gaining pedestrian access, ingress and egress to and from Cabana Units. Vehicular access shall only be permissible within designated parking areas of the Beach Club premises.

Cabana Unit Owners, and the Association, their agents, hired contractors and utility companies, are granted perpetual non-exclusive easements for public and private utilities and services serving the Cabana Units, including rights of ingress and egress for the maintenance, repair and replacement thereof and for the provision of governmental emergency services.

Section 14. Exterior Appearance. It is intended that the general appearance of the exterior surfaces of Cabana Units within the Cabanas Neighborhood be uniform as to general architectural style, facade and style of appurtenances such as exterior doors, roofs, light fixtures and decorative appointments. No Cabana Owner shall alter or modify the exterior appearance of a Cabana Unit without prior written approval of the ARC, and, if a proposed alteration or modification would affect the exterior appearance of a Cabana Unit in any fashion, it shall not be permitted unless the application is accompanied by the written approval of 75% of all Cabana Unit Owners, and the Declarant or the Association, as applicable.

Section 15. Usage and Regulations. The Board of Directors may limit the hours within which Cabana Units may be utilized to those periods of permitted use of the pool and Beach Club facilities.

The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or cancel rules and regulations applicable to the Cabanas. Said rules and regulations shall be consistent with the rights and duties established by the Declaration and this Supplemental Declaration, and with the rules and regulations of the Association. Such rules and regulations as are promulgated by the Board of Directors shall be binding upon all Cabana Unit Owners, guests, and invitees until and unless overruled, cancelled, or modified at a special meeting by vote of the Owners holding a majority of the total Association vote and by vote of the Declarant, so long as Declarant has the right to appoint a majority of the Board of Directors as provided in the Declaration and the By-Laws of the Association.

Section 16. Common Walls. The Cabana Units are situated and designed so that adjacent Cabana Units share a common wall. Each common wall built as a part of the original construction which shall serve and separate any two adjoining Cabana Units shall constitute a party wall. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Repair and maintenance of party walls shall be performed by the Owners of the Cabana Units who have use of the wall, and the cost of such repair and maintenance shall be shared equally by such Owners.

If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, the Cabana Unit Owner(s) who have use of the wall shall restore it.

The right of any Cabana Unit Owner to contribution from any other owner under this Section shall be appurtenant to the Cabana Unit Owner's Unit, and shall pass to such Cabana Unit Owner's successors in title.

Section 17. Noncompliance Provisions/Suspension of Rights. As a strict condition to the purchase or acquisition of a Cabana Unit, and as a mandatory continuing requirement, the Purchaser shall hold fee simple title to a Residential Unit, as defined in the Declaration.

In the event a person or entity sells or transfers his or its Residential Unit but does not sell or transfer said person's or said entity's Cabana Unit to another owner of a Residential Unit, then during the 180 day time period following the sale or transfer of said Residential Unit, the Developer (or the Association, as applicable) shall have the continuing right and option to purchase the Cabana Unit by providing written notice of its intention to exercise the option within the said period. The Developer (or Association, as applicable) shall pay a total consideration equal to the actual purchase price that said person or entity paid for Cabana Unit at the time of his or its purchase.

In the event the option is exercised, the Cabana Unit shall be conveyed to Developer (or the Association as applicable) or any third party designated by Developer on the date indicated in the notice which shall not be more than 30 days subsequent to the date of its receipt and upon conveyance, Developer (or the Association, as applicable) shall pay the Owner the repurchase price in funds immediately available in Indian River County, Florida. Real property taxes and assessments shall be prorated as of the date of such reconveyance. The transferring party shall pay all applicable closing costs associated with the reconveyance, including without limitation deed stamps, owner's title insurance premium and recording costs. If the title proposed to be conveyed is subject to any lien, encumbrance or other defect, Developer, (or The Association, as applicable) in addition to all other rights and remedies which it may have at law or in equity, may remove any such lien, encumbrance or defect and deduct all costs and expenses incurred by Developer (including, but not limited to, attorney's fees) from the amount of the purchase price otherwise payable as provided in this Section.

The form of the deed of conveyance shall be established by the Developer, (or the Association, as applicable) and the records of the Association shall be amended to reflect the reconveyance. All Cabana Unit Owners shall be and are hereby bound by this provision and are bound by the obligation to reconvey the Cabana Unit upon the date specified in the written notice from the developer, or from the Association, of its election to exercise the right and option to purchase the Cabana Unit. In the event any person or entity so selling or transferring his or its Residential Unit fails or refuses to reconvey his or its Cabana Unit upon the date specified in the written notice from the Developer, or from the Association, the Developer, or Association shall be entitled to enforce compliance herewith as provided in the Declaration and as otherwise provided by law.



In the event that ownership of a Cabana Unit is ever vested in an individual(s) or entity who is not an Owner of a Residential Unit, for any reason whatsoever, all rights of use and occupancy of the Cabana Unit shall be permanently and continuously suspended until such time as ownership is returned to compliance with the covenants contained in the Declaration and this Supplement. Notwithstanding the suspension of use, the duty and obligation to pay assessments and charges applicable to the Cabana Unit shall continue. Any delinquency shall be enforceable as provided in the Declaration and the ByLaws of the Association, both against the nonqualified owner of the Cabana Unit, and any party transferring the Cabana Unit in violation of this Section.

Section 18. Supplement to Declaration. All provisions of the Declaration shall apply to Cabanas, except as the same may be changed or supplemented by this Supplemental Declaration. This Supplemental Declaration shall control over conflicting provisions of the Declaration.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

Signed, Sealed and Delivered  
in the presence of:

**PALM ISLAND PLANTATION, L.L.C., a Florida  
limited liability company**

Christopher H. Marine  
Print Name: CHRISTOPHER H. MARINE

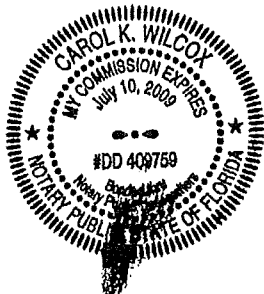
By: David C. Bauer  
DAVID C. BAUER, Managing Member

(Seal)

Carol K. Wilcox  
Print Name: CAROL K. WILCOX

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2005 by **DAVID C. BAUER**, as Managing Member of **Palm Island Plantation, L.L.C., a Florida limited liability company**, on behalf of said limited liability company. He is ☒ personally known to me or has ☐ provided a driver's license as identification and did take an oath.



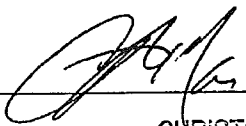
Carol K. Wilcox  
Notary Public State of Florida at Large  
K. WILCOX

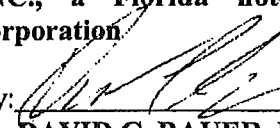
Notary Printed Name  
My Commission Expires:

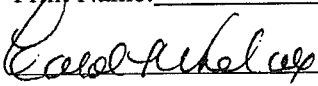
SEAL

**JOINDER BY ASSOCIATION**

**PALM ISLAND PLANTATION,  
COMMUNITY ASSOCIATION,  
INC., a Florida not-for-profit  
corporation**

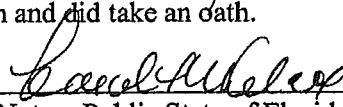
  
\_\_\_\_\_  
Print Name: CHRISTOPHER L. MATINE

By:   
\_\_\_\_\_  
**DAVID C. BAUER, President**  
(Seal)

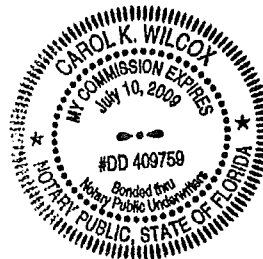
  
\_\_\_\_\_  
Print Name: CAROL K. WILCOX

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of April, 2005  
by **DAVID C. BAUER**, President of **Palm Island Plantation Community Association, Inc.**, a  
**Florida not-for-profit corporation**, on behalf of the corporation. He is ☒ personally known to me  
or has ☐ provided a driver's license as identification and did take an oath.

  
\_\_\_\_\_  
Notary Public State of Florida at Large

\_\_\_\_\_  
Notary Printed Name  
My Commission Expires:  
SEAL



**EXHIBIT "A"**

**Tract B, Palm Island Plantation P.R.D. – Plat 1 according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Indian River County, Florida, recorded in Plat Book 16, Page 72, public records of Indian River County, Florida**

**Said real property also described as Parcel A within Exhibit "A" of the Master Declaration of Covenants, Conditions, Reservations and Restrictions For Palm Island Plantation, as recorded in O.R. Book 1477, at Page 88, Public Records of Indian River County, Florida.**

**COMPOSITE EXHIBIT "B"**

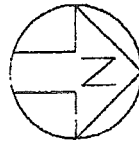
**LEGAL DESCRIPTIONS OF CABANA UNITS**

V:\Real Estate\CHM\palmisland.dev\Cabanas supp dec 4-05.doc

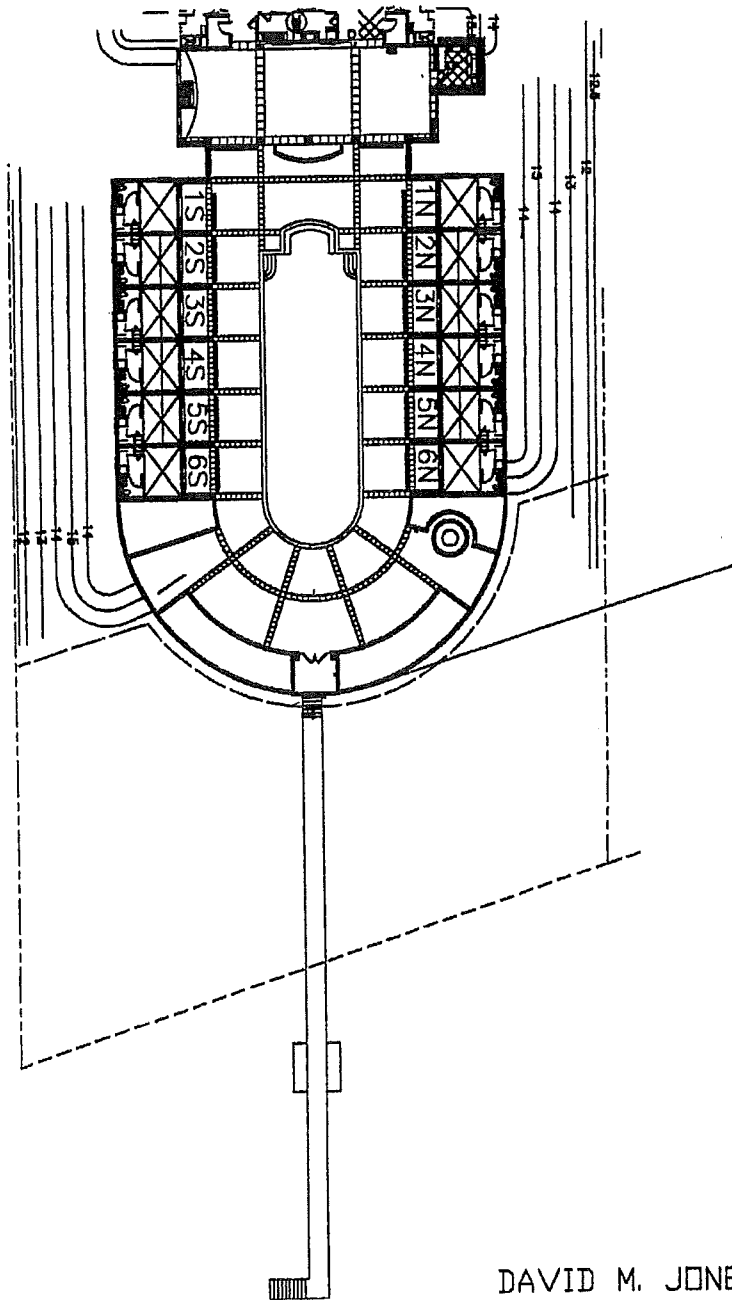


PALM ISLAND PLANTATION  
BEACH CLUB

SKETCH OF INFORMATION  
NOT A FIELD BOUNDARY SURVEY  
SHEET 2 OF 2



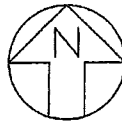
NOT TO SCALE



DAVID M. JONES  
PROFESSIONAL SURVEYOR & MAPPER

3899 39TH SQUARE  
VERD BEACH, FL 32960  
(772)567-9875

PALM ISLAND PLANTATION  
BEACH CLUB UNIT IN  
SKETCH OF DESCRIPTION  
NOT A FIELD BOUNDARY SURVEY

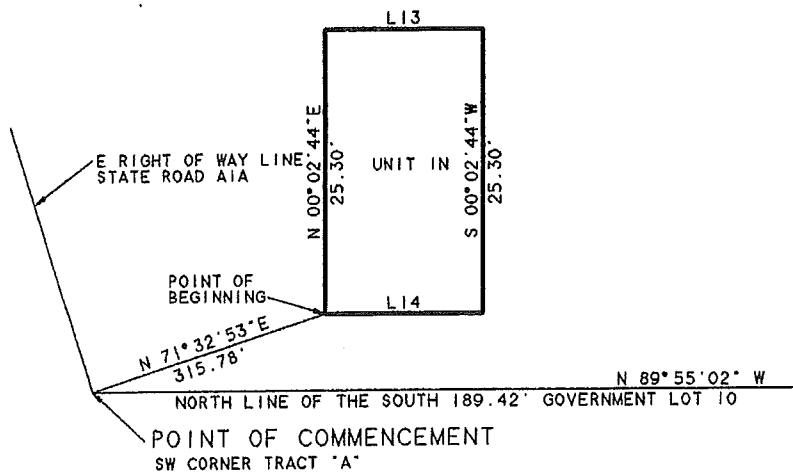


1" = 10'

## DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT B, PALM ISLAND PLANTATION PRD - PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 72, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A" OF THE AFOREMENTIONED PLAT OF PALM ISLAND PLANTATION PRD - PLAT 1: THENCE NORTH 71 DEGREES 32 MINUTES 53 SECONDS EAST, A DISTANCE OF 315.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.69 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 25.30 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.69 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L 13	S 89° 57' 16" E	13.69'
L 14	N 89° 57' 16" W	13.69'

SHEET 1 OF 1

0358BC7B.GCD

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 8th day of MARCH, 2005, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyor's and Mapper's, pursuant to Section 472.027, Florida Statutes.

DAVID M. JONES  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3909

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY

MAR 17 2005

DAVID M. JONES

PROFESSIONAL SURVEYOR &amp; MAPPER

3809 39TH SQUARE  
(772) 567-9875 VERO BEACH, FL 32960

EXHIBIT "B-3"

PALM ISLAND PLANTATION  
BEACH CLUB UNIT 2N  
SKETCH OF DESCRIPTION  
NOT A FIELD BOUNDARY SURVEY

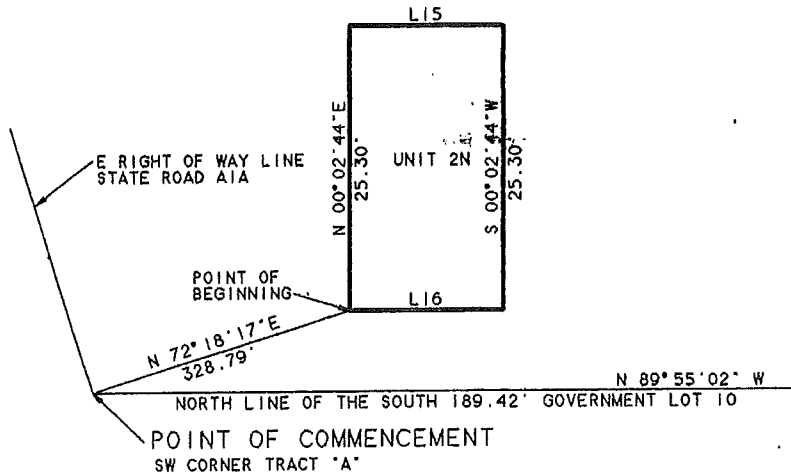


1" = 10'

## DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT B, PALM ISLAND PLANTATION PRD - PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 72, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A" OF THE AFOREMENTIONED PLAT OF PALM ISLAND PLANTATION PRD - PLAT 1; THENCE NORTH 72 DEGREES 18 MINUTES 17 SECONDS EAST, A DISTANCE OF 328.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.33 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 25.30 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.33 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L 15	S 89° 57' 16" E	13.33'
L 16	N 89° 57' 16" W	13.33'

SHEET 1 OF 1

03588C8B.GCD

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 8th day of MARCH 2005, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mapper's, pursuant to Section 472.027, Florida Statutes.

*David M. Jones*  
DAVID M. JONES  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3909

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY

MAR 17 2005

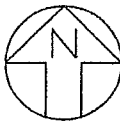
**DAVID M. JONES**  
PROFESSIONAL SURVEYOR & MAPPER

3899 39TH SQUARE  
(772) 567-9875 VERO BEACH, FL 32960

EXHIBIT "B-4"



PALM ISLAND PLANTATION  
BEACH CLUB UNIT 3N  
SKETCH OF DESCRIPTION  
NOT A FIELD BOUNDARY SURVEY

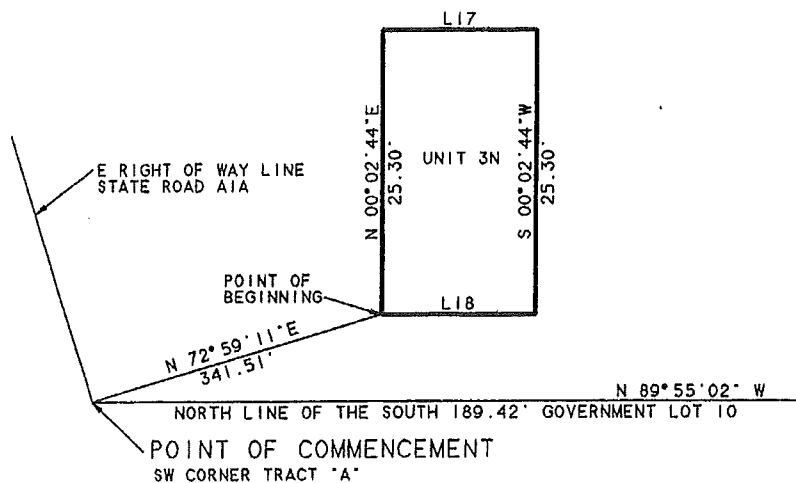


1" = 10'

## DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT B, PALM ISLAND PLANTATION PRD - PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 72, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A" OF THE AFOREMENTIONED PLAT OF PALM ISLAND PLANTATION PRD - PLAT 1; THENCE NORTH 72 DEGREES 59 MINUTES 11 SECONDS EAST, A DISTANCE OF 341.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.33 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 25.30 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.33 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L 17	S 89°57'16"E	13.33'
L 18	N 89°57'16"W	13.33'

SHEET 1 OF 1

0358BC9B.GCD

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 8th day of MARCH, 2005, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

DAVID M. JONES  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3909

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY

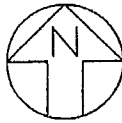
DAVID M. JONES

PROFESSIONAL SURVEYOR &amp; MAPPER

(772) 567-9875 3899 39TH SQUARE  
VERO BEACH, FL 32960

EXHIBIT "B-5"

PALM ISLAND PLANTATION  
BEACH CLUB UNIT 4N  
SKETCH OF DESCRIPTION  
NOT A FIELD BOUNDARY SURVEY

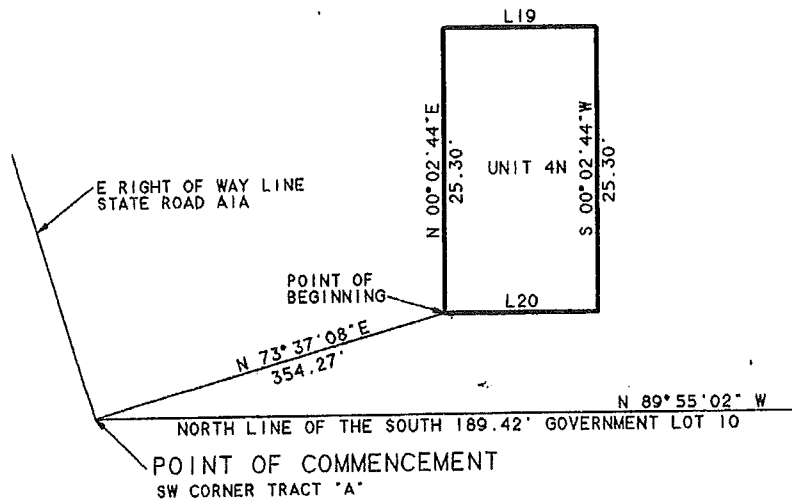


1" = 10'

## DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT B, PALM ISLAND PLANTATION PRD - PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 72, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A" OF THE AFOREMENTIONED PLAT OF PALM ISLAND PLANTATION PRD - PLAT 1; THENCE NORTH 73 DEGREES 37 MINUTES 08 SECONDS EAST, A DISTANCE OF 354.27 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.33 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 25.30 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.33 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L 19	S 89° 57' 16" E	13.33'
L 20	N 89° 57' 16" W	13.33'

SHEET 1 OF 1

358BC108.GCD

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 8th day of MARCH, 2005, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

DAVID M. JONES  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3909

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY

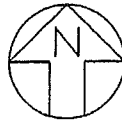
DAVID M. JONES  
PROFESSIONAL SURVEYOR & MAPPER

17721567-9875 3899 39TH SQUARE  
VERO BEACH, FL 32950

MAR 17 2005

EXHIBIT "B-6"

PALM ISLAND PLANTATION  
BEACH CLUB UNIT 5N  
SKETCH OF DESCRIPTION  
NOT A FIELD BOUNDARY SURVEY

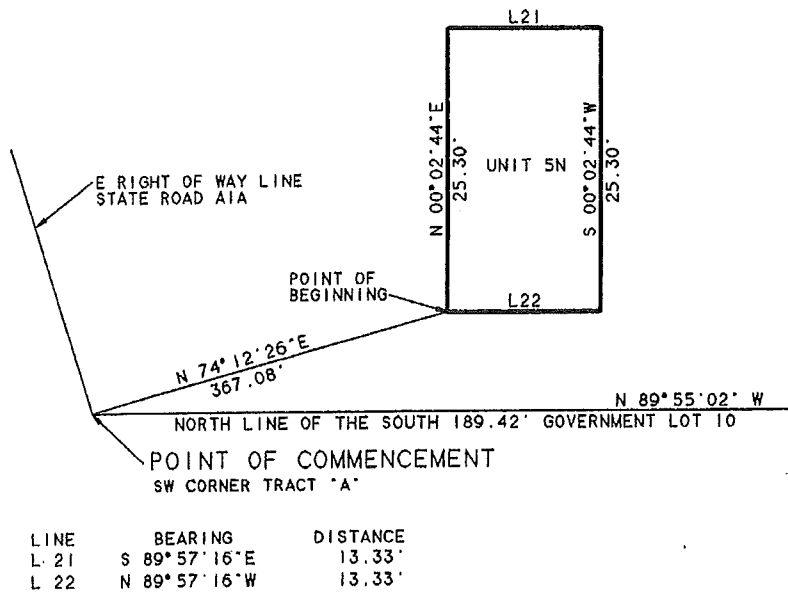


1" = 10'

## DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT B, PALM ISLAND PLANTATION PRD - PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 72, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 'A' OF THE AFOREMENTIONED PLAT OF PALM ISLAND PLANTATION PRD - PLAT 1; THENCE NORTH 74 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 367.08 FEET TO POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.33 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 25.30 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.33 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L 21	S 89° 57' 16" E	13.33'
L 22	N 89° 57' 16" W	13.33'

SHEET 1 OF 1

358BC118.GCD

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 8th day of MARCH, 2005, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mapper's, pursuant to Section 472.027, Florida Statutes.

DAVID M. JONES  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3909

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENTS REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY

MAR 17 2005

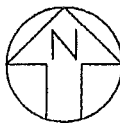
DAVID M. JONES

PROFESSIONAL SURVEYOR &amp; MAPPER

3899 39TH SQUARE  
(772) 567-9875 VERO BEACH, FL 32960

EXHIBIT "B-7"

PALM ISLAND PLANTATION  
BEACH CLUB UNIT 6N  
SKETCH OF DESCRIPTION  
NOT A FIELD BOUNDARY SURVEY

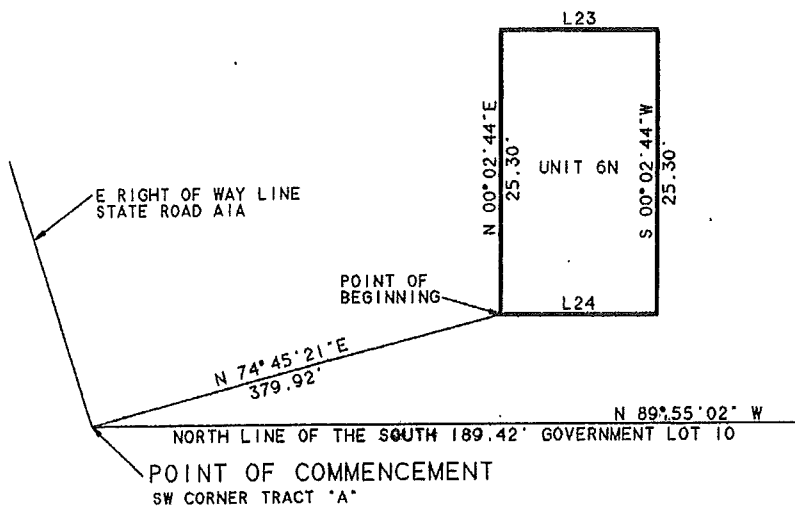


1" = 10'

## DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT B, PALM ISLAND PLANTATION PRD - PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 72, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A" OF THE AFOREMENTIONED PLAT OF PALM ISLAND PLANTATION PRD - PLAT 1; THENCE NORTH 74 DEGREES 45 MINUTES 21 SECONDS EAST, A DISTANCE OF 379.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.69 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 25.30 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.69 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L 23	S 89° 57' 16" E	13.69'
L 24	N 89° 57' 16" W	13.69'

SHEET 1 OF 1

358BC12B.GCD

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 8th day of MARCH 2005, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mapper's, pursuant to Section 472.027, Florida Statutes.

DAVID M. JONES  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3909

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY

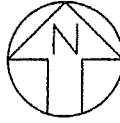
DAVID M. JONES

PROFESSIONAL SURVEYOR &amp; MAPPER

3899 39TH SQUARE  
(772) 567-9875 VERO BEACH, FL 32906

EXHIBIT "B-8"

PALM ISLAND PLANTATION  
BEACH CLUB UNIT IS  
SKETCH OF DESCRIPTION  
NOT A FIELD BOUNDARY SURVEY

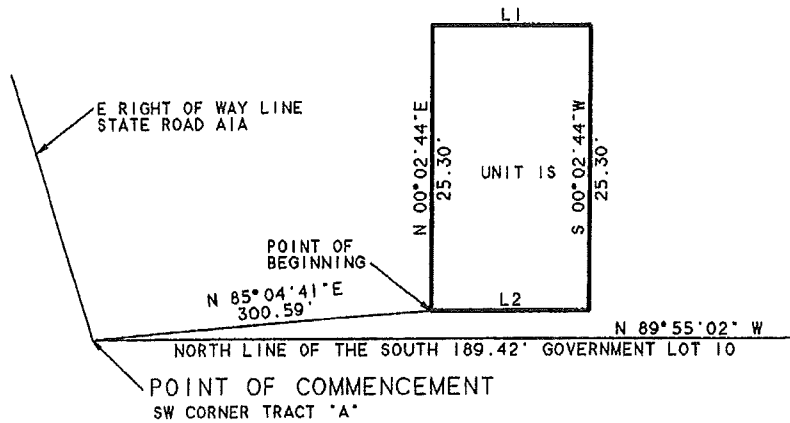


1" = 10'

## DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT B, PALM ISLAND PLANTATION PRD - PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 72, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A" OF THE AFOREMENTIONED PLAT OF PALM ISLAND PLANTATION PRD - PLAT 1: THENCE NORTH 85 DEGREES 04 MINUTES 41 SECONDS EAST, A DISTANCE OF 300.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.69 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 25.30 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.69 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L 1	S 89° 57' 16" E	13.69'
L 2	N 89° 57' 16" W	13.69'

SHEET 1 OF 1

0358BC1B.GCD

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 8th day of MARCH, 2005, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

DAVID M. JONES  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3909

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENTS REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY

MAR 17 2005

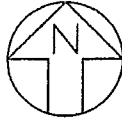
DAVID M. JONES

PROFESSIONAL SURVEYOR &amp; MAPPER

(772) 567-9875 3899 39TH SQUARE  
VERO BEACH, FL 32960

EXHIBIT "B-9"

PALM ISLAND PLANTATION  
BEACH CLUB UNIT 2S  
SKETCH OF DESCRIPTION  
NOT A FIELD BOUNDARY SURVEY

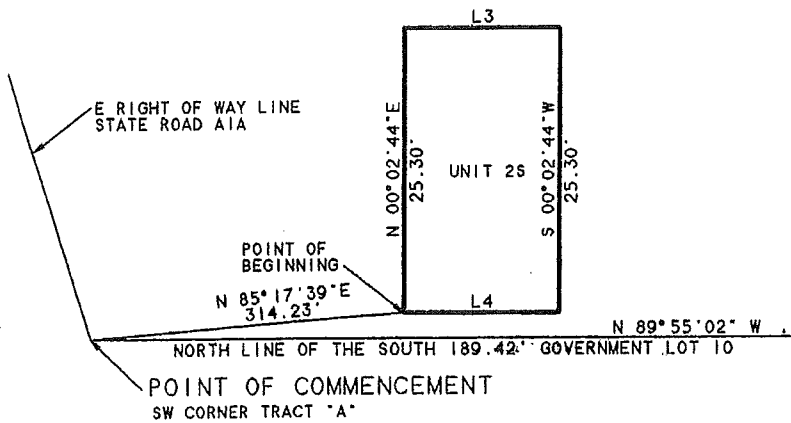


1" = 10'

## DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT B, PALM ISLAND PLANTATION PRD - PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 72, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A" OF THE AFOREMENTIONED PLAT OF PALM ISLAND PLANTATION PRD - PLAT 1; THENCE NORTH 85 DEGREES 17 MINUTES 39 SECONDS EAST, A DISTANCE OF 314.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.33 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 25.30 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.33 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L 3	S 89° 57' 16" E	13.33'
L 4	N 89° 57' 16" W	13.33'

REV DESC 3-16-05  
0358BC28.GCD

SHEET 1 OF 1

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 8th day of MARCH, 2005, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mapper's, pursuant to Section 472.027, Florida Statutes.

DAVID M. JONES  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3909

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY

MAR 17 2005

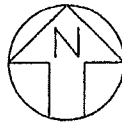
DAVID M. JONES

PROFESSIONAL SURVEYOR &amp; MAPPER

3899 30TH SQUARE  
(772) 567-9875 VERO BEACH, FL 32960

EXHIBIT "B-10"

PALM ISLAND PLANTATION  
BEACH CLUB UNIT 3S  
SKETCH OF DESCRIPTION  
NOT A FIELD BOUNDARY SURVEY

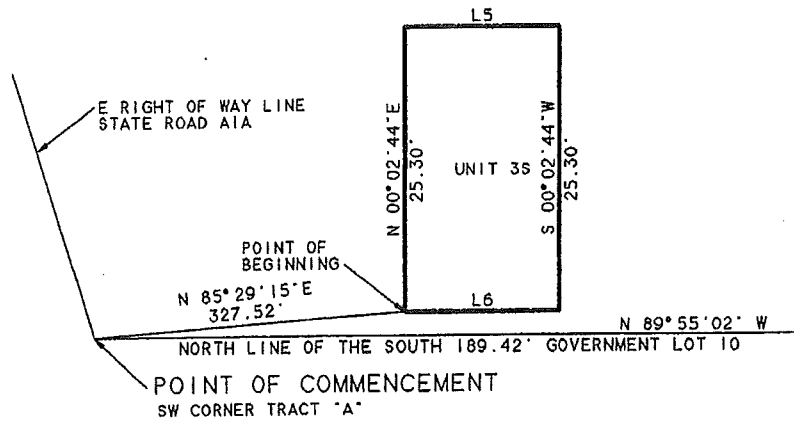


1" = 10'

## DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT B, PALM ISLAND PLANTATION PRD - PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 72, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A" OF THE AFOREMENTIONED PLAT OF PALM ISLAND PLANTATION PRD - PLAT 1; THENCE NORTH 85 DEGREES 29 MINUTES 15 SECONDS EAST, A DISTANCE OF 327.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.33 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 25.30 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.33 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L 5	S 89° 57' 16" E	13.33'
L 6	N 89° 57' 16" W	13.33'

SHEET 1 OF 1

0358BC3B.GCD

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 8th day of MARCH, 2005, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

DAVID M. JONES  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3909

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY

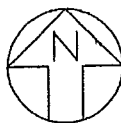
MAR 17 2005

DAVID M. JONES  
PROFESSIONAL SURVEYOR & MAPPER

3899 39TH SQUARE  
(772) 567-9875 VERO BEACH, FL 32960

EXHIBIT "B-11"

PALM ISLAND PLANTATION  
BEACH CLUB UNIT 4S  
SKETCH OF DESCRIPTION  
NOT A FIELD BOUNDARY SURVEY

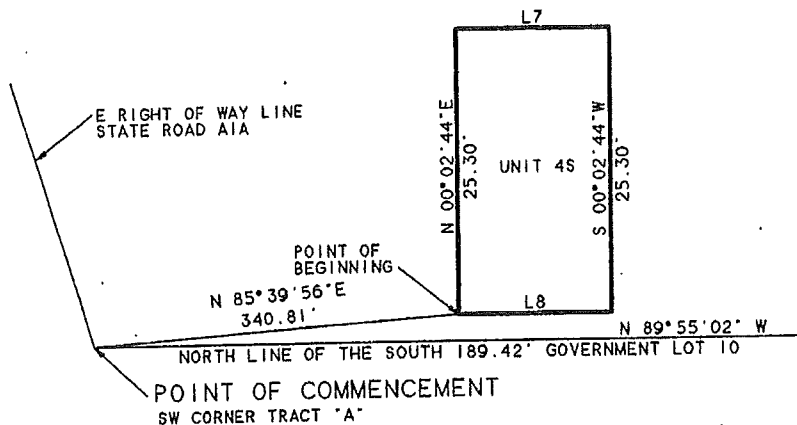


1" = 10'

DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT B, PALM ISLAND PLANTATION PRD - PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 72, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT 'A' OF THE AFOREMENTIONED PLAT OF PALM ISLAND PLANTATION PRD - PLAT 1: THENCE NORTH 85 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 340.81 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.30 FEET; THENCE SOUTH 0 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.33 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 25.30 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.33 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L 7	S 89° 57' 16" E	13.33'
L 8	N 89° 57' 16" W	13.33'

SHEET 1 OF 1

0358BC4B.GCD

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 8th day of MARCH, 2005, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mapper's pursuant to Section 472.027, Florida Statutes.

DAVID M. JONES  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3909

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENTS REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY

MAR 17 2005

DAVID M. JONES

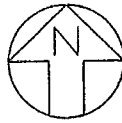
PROFESSIONAL SURVEYOR & MAPPER

3809 39TH SQUARE  
(772) 567-9875 VERO BEACH, FL 32960

EXHIBIT "B-12"



PALM ISLAND PLANTATION  
BEACH CLUB UNIT 5S  
SKETCH OF DESCRIPTION  
NOT A FIELD BOUNDARY SURVEY

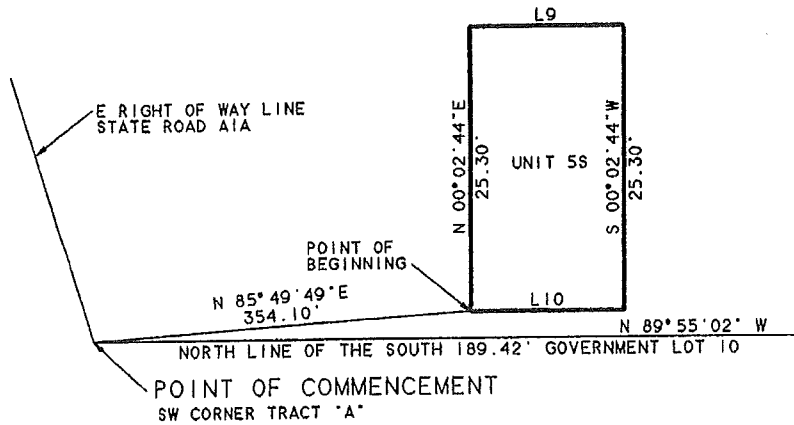


1" = 10'

## DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF TRACT B, PALM ISLAND PLANTATION PRD - PLAT 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 72, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A" OF THE AFOREMENTIONED PLAT OF PALM ISLAND PLANTATION PRD - PLAT 1: thence North 85 degrees 49 minutes 49 seconds East, a distance of 354.10 feet TO THE POINT OF BEGINNING: thence North 0 degrees 02 minutes 44 seconds East, a distance of 25.30 feet: thence South 89 degrees 57 minutes 16 seconds East, a distance of 13.33 feet: thence South 0 degrees 02 minutes 44 seconds West, a distance of 25.30 feet: thence North 89 degrees 57 minutes 16 seconds West, a distance of 13.33 feet to the POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L 9	S 89° 57' 16" E	13.33'
L 10	N 89° 57' 16" W	13.33'

SHEET 1 OF 1

03588C5B.GCD

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 8th day of MARCH, 2005, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mapper's, pursuant to Section 472.027, Florida Statutes.

DAVID M. JONES  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3909

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY

MAR 17 2005

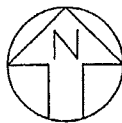
DAVID M. JONES

PROFESSIONAL SURVEYOR &amp; MAPPER

17721567-9875 3899 39TH SQUARE  
VERO BEACH, FL 32960

EXHIBIT "B-13"

PALM ISLAND PLANTATION  
BEACH CLUB UNIT 6S  
SKETCH OF DESCRIPTION  
NOT A FIELD BOUNDARY SURVEY

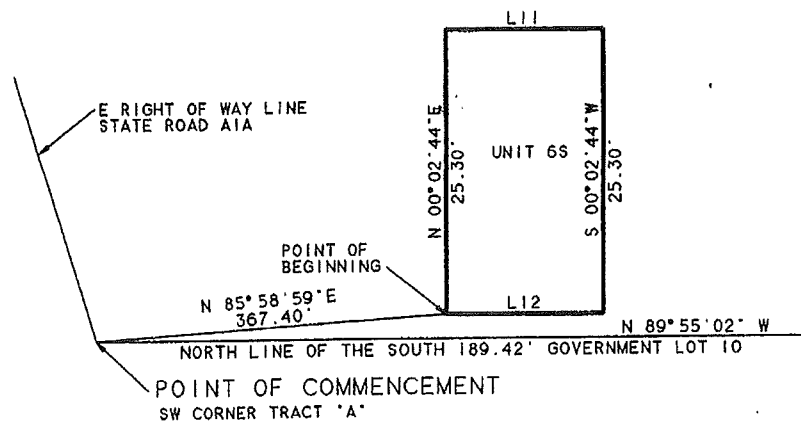


1" = 10'

## DESCRIPTION

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COMMENCE AT THE SOUTHWEST CORNER OF TRACT 'A' OF THE AFOREMENTIONED PLAT OF PALM ISLAND PLANTATION PRD - PLAT 1; THENCE NORTH 85 DEGREES 58 MINUTES 59 SECONDS EAST, A DISTANCE OF 367.40 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 02 MINUTES 44 SECONDS EAST, A DISTANCE OF 25.30 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 16 SECONDS EAST, A DISTANCE OF 13.69 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 44 SECONDS WEST, A DISTANCE OF 25.30 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 16 SECONDS WEST, A DISTANCE OF 13.69 FEET TO THE POINT OF BEGINNING.



LINE	BEARING	DISTANCE
L 11	S 89° 57' 16" E	13.69'
L 12	N 89° 57' 16" W	13.69'

SHEET 1 OF 1

0358BC6B.GCD

CERTIFICATE: I hereby certify that the survey represented hereon, dated this 8th day of MARCH, 2005, is true and correct to the best of my knowledge and belief, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers, pursuant to Section 472.027, Florida Statutes.

DAVID M. JONES  
PROFESSIONAL LAND SURVEYOR  
STATE OF FLORIDA NO. 3909

NOTE: NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL. THIS SURVEY IS BASED ON INFORMATION FURNISHED BY CLIENT OR CLIENT'S REPRESENTATIVE. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY

MAR 17 2005

DAVID M. JONES

PROFESSIONAL SURVEYOR &amp; MAPPER

3899 39TH SQUARE  
(772) 567-9875 VERO BEACH, FL 32960

EXHIBIT "B-14"

After recording return to:  
Philippe C. Jeck, Esq.  
Jeck, Harris & Jones, LLP  
1061 E. Indiantown Road, Suite 400  
Jupiter, FL 33477

This document prepared by:

240  
Steve L. Henderson, Esquire  
Moss, Henderson,  
Blanton & Lanier, P.A.  
817 Beachland Boulevard  
Vero Beach, Florida 32966  
Phone: (561) 231-1900

IN THE RECORDS OF  
JEFFREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA.

1163583

Space Above This Line For Processing Data

Space Above This Line For Recording Data

LAND USE RESTRICTIVE COVENANT

This Land Use Restrictive Covenant is executed this 5<sup>th</sup> day of October, 1999 by HUGH CORRIGAN III FAMILY LIMITED PARTNERSHIP, as restated and amended dated November 12, 1993, whose address is #2 Live Oak Drive, Midland, Texas 79705 and J. PAT CORRIGAN FAMILY LIMITED PARTNERSHIP, as restated and amended dated November 19, 1993, whose address is 7150 20<sup>th</sup> Street, Vero Beach, Florida 32966 ("Owner") and CARLTON DEVELOPMENT COMPANY, a Florida corporation, and BEACHCO, LLC, a Florida limited liability company (collectively "Adjacent Property Owners") at 8000 North A1A, Indian River Shores, Florida 32963.

WHEREAS, Owner and Carlton Development Company entered into an Agreement for Purchase and Sale dated May 27, 1998 ("Agreement"), by which Owner sold the Adjacent Property (defined below) to the Adjacent Property Owners by Warranty Deeds recorded in Official Record Book 1260, Page 2302, and Official Record Book 1260, Page 2294, Public Records of Indian River County, Florida; and

WHEREAS, pursuant to the Agreement, Owner is required to impose a certain land use restriction on the Restricted Property (as defined below) as provided in this Land Use Restrictive Covenant; and

WHEREAS, the parties desire to impose the land use restrictions contained herein;

NOW THEREFORE, in consideration of the premises and the covenants contained herein, Owner hereby declares the Restricted Property shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants and restrictions contained herein, which shall run with the Restricted Property and shall be binding on all the parties having any right, title or interest in the Restricted Property or any portion thereof, their heirs, successors and assigns. Further the parties agree as follows:

99 OCT 29 PM 3:05

OR 1301 PG 2764

1. Property Encumbered by Restrictions: Owner is currently the owner of the following described real property located in Indian River County, Florida:

The North 150.77 ft. of the South 340.19 ft. of Government Lot 10 lying East of State Road A1A in Section 36, Township 31 South, Range 39 East. (This parcel measures 158.18 ft. along the 1987 CCCL.) ("Restricted Property").

It is the intent of Owner to impose the restrictions set forth herein on the Restricted Property.

2. Restricted Use: The Restricted Property shall be used solely as a site for a private beach club which will exclusively serve owners (and their lessees, guests and invitees) of units, lots and properties located within the following described property:

Parcel A: The North 1/2 of Government Lots 8 and 9 (LESS AND EXCEPT PARCEL B) and that part of Government Lot 10, lying westerly of the west right-of-line of State Road A1A (LESS AND EXCEPT the South 189.42 feet thereof) all of the same lying and being in Section 36, Township 31 South, Range 39 East, Indian River County, Florida; LESS AND EXCEPT, however, the right-of-way for the County Road known as "Jungle Trail", and

Parcel B: Beginning at a point 438 feet South of the Northwest Corner of Government Lot 8 in Section 36, Township 31 South, Range 39 East; thence East 270 feet; thence North 146 feet; thence West 270 feet; thence South 146 feet to the place of beginning. Being a part of Government Lot 8, Section 36, Township 31 South, Range 39 East Indian River County, Florida. ("Benefitted Property").

3. Enforcement: This restriction may be enforced through injunction or other appropriate remedy by the Adjacent Property Owners or their successors and assigns, of the following described real property:

That portion of Government Lot 10, Section 36, Township 31 South, Range 39 East (LESS THE South 340.19 ft. thereof) lying east of State Road A1A in Section 36, Township 31 South, Range 39 East, Indian River County, Florida. ("Adjacent Property")

4. Rectals: Run with the Land: The parties confirm that the above rectals are true and correct and are restated and incorporated herein. The provisions of this Land Use Restrictive Covenant shall (1) run with the land of the Restricted Property, (2) be binding on and inure to the benefit of all persons having any right, title or interest in the Restricted Property or any portion thereof, (3) inure to the benefit of the Adjacent Property Owners and their heirs, successors and assigns.
5. Amendment/Termination: This Land Use Restrictive Covenant may be amended or terminated only by a written and recorded instrument executed and delivered by the owner of the Restricted Property and by the Adjacent Property Owners, or their successors and assigns. The Land Use Restrictive Covenant shall terminate 99 years from the date hereof.
6. Counterparts: This Land Use Restrictive Covenant may be executed in counterparts, each of which shall be deemed an original.
7. Attorney's Fees: In the event of any litigation to enforce or declare the rights of the parties hereunder, the prevailing party in any such action shall be entitled to recover from the other party all reasonable costs thereof, including reasonable attorney's fees, paralegal's fees and costs incurred before and at trial and at all appellate levels.

IN WITNESS WHEREOF, the foregoing instrument was acknowledged the date and year first above written.

Signed, sealed and delivered  
in the presence of

HUGH CORRIGAN III FAMILY  
LIMITED PARTNERSHIP, as restated and  
Amended dated November 12, 1993

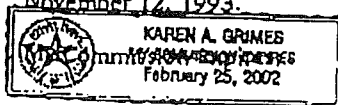
Jessica Bailey  
Printed Name: Jessica Bailey  
Karen A. Grimes  
Printed Name: KAREN A. GRIMES

By:

Hugh Corrigan, III  
Hugh Corrigan, III

STATE OF TEXAS  
COUNTY OF MIDLAND

Sworn to and subscribed before me this 14 day of October, 1999, Hugh Corrigan, III on behalf of the Hugh Corrigan III Family Limited Partnership as restated and amended dated November 12, 1993.



Karen A. Grimes  
Notary Public, State of Texas

\_\_\_\_ Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

OR1301 PG2766

J. PAT CORRIGAN FAMILY LIMITED  
PARTNERSHIP as restated and amended  
Dated November 12, 1993

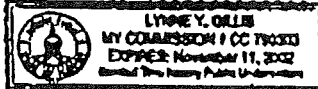
Pat Corrigan  
Printed Name: Pat Corrigan

By: Pat Corrigan  
J. Pat Corrigan

Lynne G. Ellis  
Printed Name: Lynne G. Ellis

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

Sworn in and subscribed before me this 15 day of Oct. 1999, by J. Pat Corrigan,  
on behalf of the J. Pat Corrigan Family Limited Partnership as restated and amended dated  
November 12, 1999.



My Commission Expires: 11/11/2002

Notary Public, State of Florida at Large

(Stamp/Seal)

Personally Known ✓ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

Signed, sealed and delivered in  
the presence of:

Carlton Development Company

Ernie A. Grubbs  
Printed Name: Ernie A. Grubbs  
Robert E. Noyes  
Printed Name: Robert E. Noyes

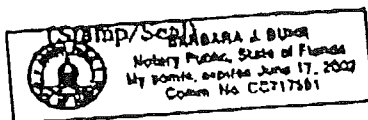
By: M. A. Pres  
Its: President

OR 1301 PG 2767

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

Sworn to and subscribed before me this 26 day of October 1999, by  
R. Mason Simpson as President of Carlton Development Company, a Florida  
corporation, on behalf of the corporation.

My Commission Expires:



Barbara J. Buhner  
Notary Public, State of Florida at Large

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

Signed, sealed and delivered in  
the presence of:

BeachCo, LLC

[Signature]  
Printed Name: E. Mason Simpson

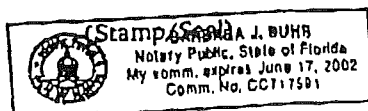
By: [Signature]  
Its: Managing Member

[Signature]  
Printed Name: Robert F. Magel

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

Sworn to and subscribed before me this 26 day of October 1999, by  
R. Mason Simpson as Managing Member of BeachCo, LLC, a Florida limited liability company,  
on behalf of the company.

My Commission Expires:



Barbara J. Buhner  
Notary Public, State of Florida at Large

Personally Known X OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

**THIS INSTRUMENT PREPARED BY AND  
RECORD AND RETURN TO:**

CHRISTOPHER H. MARINE, ESQ.  
Gould Cooksey Fennell, P.A.  
979 Beachland Boulevard  
Vero Beach, FL 32963  
(772) 231-1100

**SUPPLEMENTAL DECLARATION**

**PALM ISLAND PLANTATION  
TOWNHOMES**

**THIS SUPPLEMENTAL DECLARATION** is made this 23 day of February, 2012 by **PALM ISLAND PLANTATION, L.L.C., a Florida limited liability company** (the "Developer"), and is joined in by **PALM ISLAND PLANTATION COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation** (the "Association").

**STATEMENT OF BACKGROUND INFORMATION**

A. Terms used as defined terms herein without definition shall have the meaning ascribed to them in the Master Declaration of Covenants, Conditions, Reservations and Restrictions for Palm Island Plantation recorded in O.R. Book 1477, Page 88, as amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Reservations and Restrictions for Palm Island Plantation recorded in O.R. Book 1874, Page 1567, all of the Public Records of Indian River County, Florida, as the same may be further amended from time to time (the "Declaration").

B. Developer, with the joinder of Association, has declared that the Property shall be held, sold, conveyed and encumbered by the Declaration.

C. The Declaration permits the Developer to unilaterally amend and supplement the Declaration.

D. Developer desires to designate the real property legally described on Exhibit "A" attached hereto (the "Townhomes Property") as a Neighborhood called Townhomes, and add additional use restrictions for Townhomes.

**STATEMENT OF DECLARATION**

Developer hereby declares that the Townhomes Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplement.



Section 1. Designation. Townhomes Residential Units are hereby declared to be a Neighborhood called Townhomes. The Townhomes Property may, but shall not be required to, be expanded by the Declarant, in its sole discretion, at any time and from time to time, by the addition of additional Units and/or Common Areas thereto. Said expansion shall not require the vote or approval by any party whomsoever including, without limitation, the Association, the Owners or any or all Owners within Townhomes.

Section 2. Irrigation. Each Residential Unit within Townhomes must, at all times after a certificate of occupancy is issued for habitable improvements constructed thereon, be equipped with an operational underground sprinkler system designed to irrigate all sodded and landscaped portions of the Unit.

Section 3. Lawn Maintenance. The Association will provide mandatory lawn maintenance for all Residential Units within Townhomes. Such mandatory maintenance will include periodic mowing and edging and other services determined, from time to time, by the Board of Directors. Such services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming. These services will be performed in both external yard areas and internal courtyard areas of the Residential Units. All costs of mandatory lawn and landscape maintenance shall be assessed against Units upon which habitable improvements are complete as a Neighborhood Assessment. In the event other services are not provided on a mandatory basis, the Association may, but shall not be required to offer such services on an optional basis. It is anticipated the Association will contract with independent third party landscape maintenance companies to provide service in accordance with this Section.

Notwithstanding the foregoing, Owners shall be responsible for the replacement of any trees, shrubs, or other vegetation located on his or her Unit, in accordance with Article IV, Section 2 of the Declaration.

Section 4. Exterior Maintenance. Periodic routine exterior maintenance of the exterior finishes of all residential structures, pools, spas, and privacy fences within Townhomes will be performed by the Association in a neat and attractive condition in accordance with the Community Wide Standards. The periodic routine maintenance performed by the Association will not include painting, but will include pressure cleaning. The Board of Directors may, from time to time, determine more definitive standards for maintenance of Units within Townhomes, which may include, without limitation, specific time frames for repainting or other maintenance activities. All costs of periodic routine maintenance, and those associated with any nonroutine maintenance activities which may be required from time to time, shall be assessed against Units as a Neighborhood Assessment or a Benefitted Assessment. It is anticipated the Association will contract with independent third parties to provide services in accordance with this Section.

Notwithstanding the foregoing, the Association shall have no responsibility for windows or doors, window or door hardware, steps, exterior light fixtures, floors, patios, or for replacement of any glass surfaces or structural portions of such structures, all of which shall be the responsibility of the owner. Further, the Association shall have no responsibility for the maintenance, repair and replacement of roofs, including roof surfaces and roof decking. Pool and spa maintenance by the

Association shall specifically exclude maintenance or repair of the pool structure, settlement, chipping, cracking, or peeling of the pool finish, surfaces, coping or deck, or service or repair of pool accessories and equipment.

Structural repairs and replacements may, in the discretion of the Association, be completed by the Association and the costs and expenses be assessed only against the affected Units as a Benefitted Assessment.

Section 5. Easement. The Association shall have a perpetual nonexclusive easement and right of access to enter upon Units within Townhomes to perform the maintenance activities referred to herein. No such entry or access shall be deemed a trespass.

Section 6. Roofing. Roofing materials on residential structures within the Townhomes Property shall comply with the architectural standards provided under Article XI of the Declaration, and any Architectural Standards Manual which may be published by the ARC. Any replacement to original roofing material shall be of like kind, character and color. Any replacement of roofing material is subject to architectural approval in accordance with the Declaration.

Section 7. Leases. No Unit within Townhomes may be rented except in its entirety. All leases shall be for a minimum rental term of sixty (60) days, and a Unit may be leased no more than three (3) times during any calendar year. The minimum rental period shall not apply to Units owned by or leased to the Declarant.

Section 8. Party Walls. Each wall and fence, if any, built as part of the original construction of the Townhomes Units and placed on the dividing line between the Units and acting as a commonly shared wall or fence shall constitute a party wall, and each Owner shall own that portion of the interior or exterior wall and fence which stands on his own Unit, with a cross-easement of support in the other portion. If a wall or fence separating two (2) Units and extensions of such wall or fence, shall lie entirely within the boundaries of one Unit, such wall or fence, together with its extensions, shall also be a party wall and the Owner of the adjacent Unit shall have perpetual easement to maintain the encroachment.

Easements are reserved in favor of all Units over all other Units and the Common Areas for overhangs or other encroachments resulting from original construction, settling of improvements, and reconstruction, including the right to maintain any encroaching improvements. Said encroachments shall be construed as authorized and permitted, and shall not constitute a defect in title, or adversely effect marketability of title.

Anything to the contrary herein notwithstanding, where adjacent Units share only a portion of a wall (e.g., where a one-story Unit abuts a two-story Unit), only that portion of the wall actually shared by both Units shall be deemed a party wall. That portion of the wall lying above the one-story Unit and used exclusively as a wall for the second floor of the abutting two-story Unit shall not be deemed a party wall, but shall be the maintenance/repair responsibility of the Owner of the two-story Unit even if lying in whole or in part on the abutting Property on which the one-story Unit is constructed and over the roof and other portions of such abutting one-story Unit to permit the upper portion of the wall of the

two-story Unit to be maintained and repaired by the Owners of the Unit on which such two-story Unit is constructed.

The costs associated with reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore same, but shall not construct or extend same to any greater dimension than that existing prior to such fire or other casualty. The extension of a party wall used by only a two-story Unit abutting a one-story Unit shall be promptly and diligently repaired and/or replaced by the Owner of the two-story Unit at his sole cost and expense, even if lying in whole or in part on the abutting Unit.

Notwithstanding any other provision of this Section, any Owner who, by his negligent or willful act, causes that part of the party wall not previously exposed to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title. Upon a conveyance or other transfer of title, the liability hereunder of the prior Owner shall cease.

In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If a panel cannot be designated pursuant hereto, the matter shall be arbitrated pursuant to the rules of the American Arbitration Association, or its successors in functions, the obtaining. Any decision made pursuant to this Section shall be conclusive and may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code.

Section 9. Exterior Lighting/Mailbox. At the time a certificate of occupancy is issued for a residential structure on a Unit, the Unit shall be equipped with exterior lighting fixtures and a mailbox in the style and location required in accordance with the architectural review and approval procedure of the Declaration. Any replacements shall be of the same style and character as the originally installed lighting and mailbox, and shall further be approved in writing in advance of installation by the Architectural Review Committee.

Section 10. Tree Protection with ARC Approval. Declarant hereby reserves the right to require each Owner to protect and preserve certain specimen trees. Owners may be required to move or relocate certain specimen trees to alternate sections of an Owner's property as part of the landscaping requirements imposed by the Architectural Review Committee. In the event relocation is required, Owner may be granted credit for such relocation in the required landscaping budget associated with construction.

Owners shall use reasonable care to protect and maintain designated specimen trees. In the event any such tree(s) die(s) or is/are removed as a result of disease, the Owner shall replace the same with a tree of a species and size approved under Article XI of the Declaration.

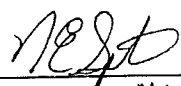
Section 11. Encroachments. Townhome Units may contain structural features and/or architectural appointments which cross common boundary lines and encroach into adjacent Units. Townhome Units may also contain such features or appointments which encroach on adjacent Common Areas. These conditions may include, without limitation, roof overhangs, entrance walkways and sidewalk areas, concrete columns, covered porches and railings, and decorative or structural walls. These encroachments shall be construed as authorized, permitted encroachments, and shall not constitute a defect in title to any affected Townhome Unit or portion of the Common Areas, or adversely affect marketability of title. An easement shall exist in favor of the encroaching Townhome Unit for the use, maintenance, repair and replacement of the encroaching improvements.

Section 12. Improvements In Common Areas. Due to the nature and character of zero lot line development, Townhome Residential Units may contain certain features or improvements which serve only one particular Unit, but are constructed and installed within adjacent or proximate Common Areas. For example, but without limitation, propane tanks serving outdoor fireplace units or appliances appurtenant to one or more Units may be installed and buried within certain Common Areas. The propane tanks (or any other similar improvement) and the associated encroachment condition, shall be construed as authorized, permitted encroachments. They shall not constitute a defect in title to any affected Unit or portion of the Common Areas, or adversely effect marketability of title. Further, an easement shall exist to the extent of said encroachment(s) in favor of the Owner of the Unit served by said improvement(s) over, under, across and upon that portion of the Common Area as may be reasonably necessary for the construction, installation, use, repair, maintenance, replacement or reconstruction of said encroaching improvement(s). The easement created hereunder shall be appurtenant to the Unit that is serviced by said improvement(s), and shall inure to the benefit of all record Owners thereof (including transferees) without specific reference in any deed or other instrument of conveyance. The easement created hereunder shall exist and apply only to the improvements originally installed by the Declarant; any additional equipment (other than replacement of the original equipment) to be placed in the Common Areas must be approved in advance by the Association. Said approval may be withheld, in the sole discretion of the Association.

Section 13. Supplement to Declaration. All provisions of the Declaration shall apply to Townhomes, except as the same may be changed or supplemented by this Supplemental Declaration. This Supplemental Declaration shall control over conflicting provisions of the Declaration.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

Signed, Sealed and Delivered  
in the presence of

  
Print Name: NANCY E. SABATO

**PALM ISLAND PLANTATION, L.L.C.**  
**a Florida limited liability company**

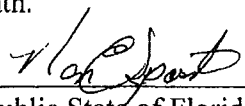
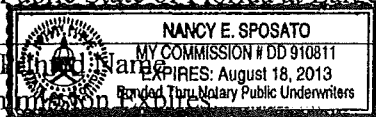
By:

  
**DAVID C. BAUER, Managing Member**

  
Print Name: Christopher H. Marine


**STATE OF FLORIDA  
COUNTY OF INDIAN RIVER**

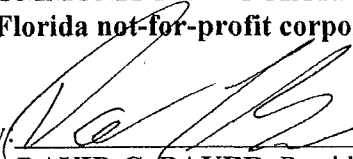
The foregoing instrument was acknowledged before me this 23 day of February, 2012 by **DAVID C. BAUER**, as Managing Member of **Palm Island Plantation, L.L.C.**, a Florida limited liability company, on behalf of said limited liability company. He is personally known to me or has provided a driver's license as identification and did take an oath.


  
Notary Public State of Florida at Large  
  
Notary Public State of Florida  
My Commission Expires  
SEAL

**JOINDER BY ASSOCIATION**

**PALM ISLAND PLANTATION  
COMMUNITY ASSOCIATION, INC.  
a Florida not-for-profit corporation**

  
Print Name: NANCY E. SPOSATO

By:   
DAVID C. BAUER, President

  
Print Name: Christopher H. Marine

**STATE OF FLORIDA  
COUNTY OF INDIAN RIVER**

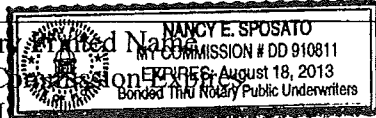
The foregoing instrument was acknowledged before me this 23 day of February, 2012 by **DAVID C. BAUER**, President of **Palm Island Plantation Community Association, Inc.**, a

**Florida not-for-profit corporation**, on behalf of the corporation. He is personally known to me or has provided a driver's license as identification and did take an oath.



\_\_\_\_\_  
Notary Public State of Florida at Large

Notary  
My Comm  
SEAL



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF TOWNHOMES PROPERTY**

Lots 28 through 32, inclusive, Block D, Palm Island Plantation P.R.D.-Plat 2, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Indian River County, Florida recorded in Plat Book 26 , Page 58 , public records of Indian River County, Florida.





# PALM ISLAND PLANTATION P.R.D. - PLAT 1

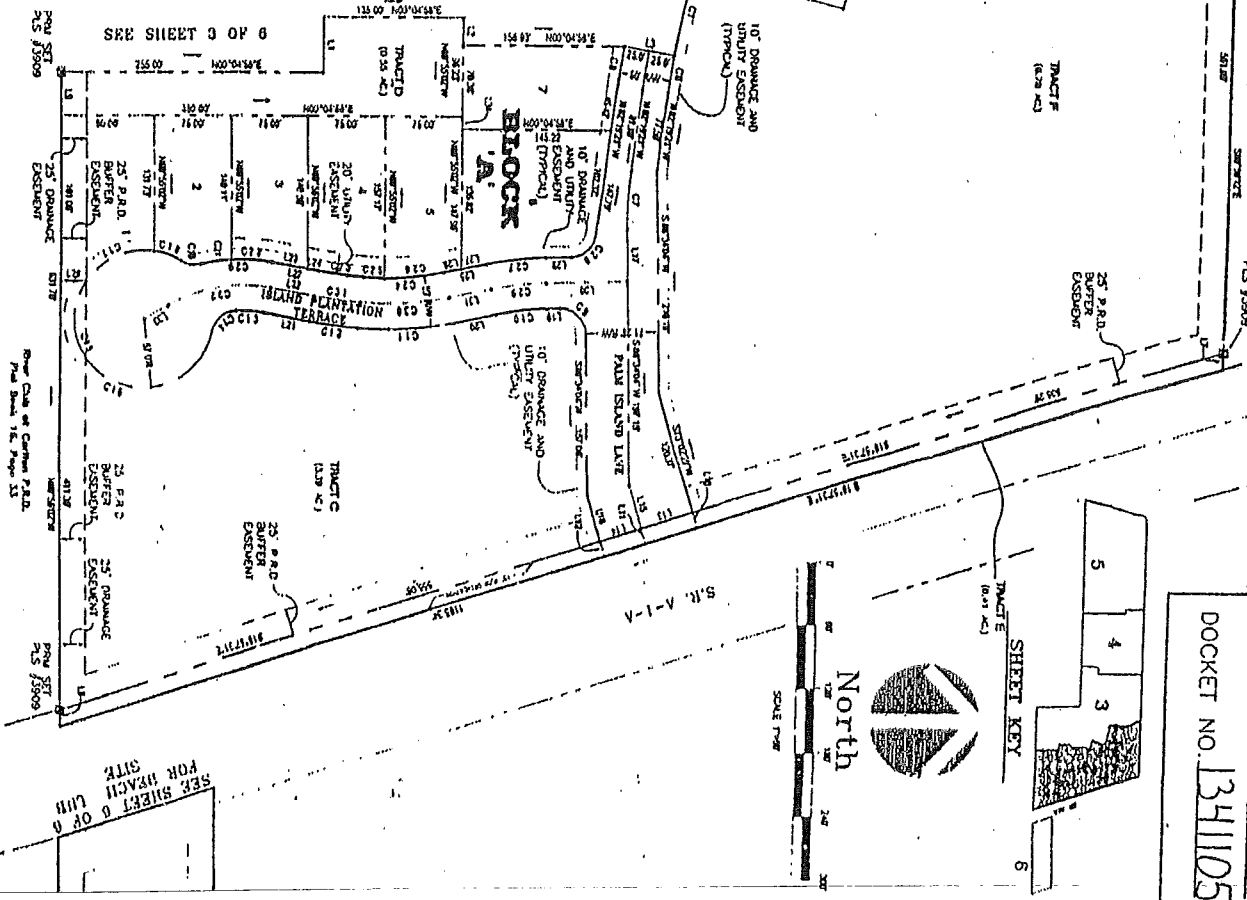
A PORTION OF GOVERNMENT LOTS 8, 9 AND 10, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER SHORES, INDIAN RIVER COUNTY, FLORIDA

PLAT BOOK 16  
PAGE 72 A  
DOCKET NO. 1341105

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100	23.2	N 89° 57' 00" E	1/2/89	100	23.2	N 89° 57' 00" E	1/2/89

- ### GENERAL NOTES
- THE AREA OF THIS PLAT LIES WITHIN FLOOD ZONES X, AE-EL, 70, AE-EL, 50, AND AE-EL, 50, DATED MAY 4, 1989.
  - SET POINT INDICATES PERMANENT REFERENCE MONUMENT.
  - INDICATES ANGLE POINT OF P.C. AT BOUNDARY. PROPERTY, OR 224. LINE.
  - NOTICE: FLOODING MAY BE SUBJECT TO FLOODING DURING A HIGH TIDE FLOOD EVENT. YOU SHOULD CONTACT LOCAL BUILDING AND ZONING DEPARTMENTS FOR THE LATEST DEVELOPMENT BEFORE MAKING PLANS FOR THE USE OF THIS PROPERTY.
  - THERE IS A 10' UTILITY & DRAINAGE EASEMENT ADJACENT TO ALL RIGHT-OF-WAYS, EXCEPT STATE ROAD 404 BEARING S16°37'00"E, AND ALL OTHER EASEMENTS ARE RELATIVE THEREIN.
- ### RESTRICTIONS
- NO IMPROVEMENTS, TREES OR LANDSCAPING SHALL BE PLACED IN UTILITY EASEMENTS.
  - THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SET FORTH ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

A TRUE COPY  
CERTIFICATION ON LAST PAGE  
J.K. BARTON, CLERK



# PALM ISLAND PLANTATION P.R.D. - PLAT 1

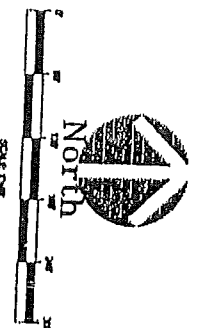
A PORTION OF GOVERNMENT LOTS 8, 9 AND 10, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER SHORES, INDIAN RIVER COUNTY, FLORIDA

PLAT BOOK 16  
PAGE 72 B  
DOCKET NO. 1341105

CD#	LENGTH	WIDTH	DELT	THICKNESS	CD#	CD#	CD#
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C013	20.00	10.00	1.00	1.00	C014	C015	C016
C017	20.00	10.00	1.00	1.00	C018	C019	C020
C023	20.00	10.00	1.00	1.00	C024	C025	C026
C029	20.00	10.00	1.00	1.00	C030	C031	C032
C035	20.00	10.00	1.00	1.00	C036	C037	C038
C041	20.00	10.00	1.00	1.00	C042	C043	C044
C047	20.00	10.00	1.00	1.00	C048	C049	C050
C053	20.00	10.00	1.00	1.00	C054	C055	C056
C061	20.00	10.00	1.00	1.00	C062	C063	C064
C067	20.00	10.00	1.00	1.00	C068	C069	C070
C073	20.00	10.00	1.00	1.00	C074	C075	C076
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C147	20.00	10.00	1.00	1.00	C148	C149	C150
C153	20.00	10.00	1.00	1.00	C154	C155	C156
C161	20.00	10.00	1.00	1.00	C162	C163	C164
C167	20.00	10.00	1.00	1.00	C168	C169	C170
C173	20.00	10.00	1.00	1.00	C174	C175	C176
C181	20.00	10.00	1.00	1.00	C182	C183	C184
C187	20.00	10.00	1.00	1.00	C188	C189	C190
C193	20.00	10.00	1.00	1.00	C194	C195	C196
C201	20.00	10.00	1.00	1.00	C202	C203	C204
C207	20.00	10.00	1.00	1.00	C208	C209	C210
C213	20.00	10.00	1.00	1.00	C214	C215	C216
C221	20.00	10.00	1.00	1.00	C222	C223	C224
C227	20.00	10.00	1.00	1.00	C228	C229	C230
C233	20.00	10.00	1.00	1.00	C234	C235	C236
C241	20.00	10.00	1.00	1.00	C242	C243	C244
C247	20.00	10.00	1.00	1.00	C248	C249	C250
C253	20.00	10.00	1.00	1.00	C254	C255	C256
C261	20.00	10.00	1.00	1.00	C262	C263	C264
C267	20.00	10.00	1.00	1.00	C268	C269	C270
C273	20.00	10.00	1.00	1.00	C274	C275	C276
C281	20.00	10.00	1.00	1.00	C282	C283	C284
C287	20.00	10.00	1.00	1.00	C288	C289	C290
C293	20.00	10.00	1.00	1.00	C294	C295	C296
C301	20.00	10.00	1.00	1.00	C302	C303	C304
C307	20.00	10.00	1.00	1.00	C308	C309	C310
C313	20.00	10.00	1.00	1.00	C314	C315	C316
C321	20.00	10.00	1.00	1.00	C322	C323	C324
C327	20.00	10.00	1.00	1.00	C328	C329	C330
C333	20.00	10.00	1.00	1.00	C334	C335	C336
C341	20.00	10.00	1.00	1.00	C342	C343	C344
C347	20.00	10.00	1.00	1.00	C348	C349	C350
C353	20.00	10.00	1.00	1.00	C354	C355	C356
C361	20.00	10.00	1.00	1.00	C362	C363	C364
C367	20.00	10.00	1.00	1.00	C368	C369	C370
C373	20.00	10.00	1.00	1.00	C374	C375	C376
C381	20.00	10.00	1.00	1.00	C382	C383	C384
C387	20.00	10.00	1.00	1.00	C388	C389	C390
C393	20.00	10.00	1.00	1.00	C394	C395	C396
C401	20.00	10.00	1.00	1.00	C402	C403	C404
C407	20.00	10.00	1.00	1.00	C408	C409	C410
C413	20.00	10.00	1.00	1.00	C414	C415	C416
C421	20.00	10.00	1.00	1.00	C422	C423	C424
C427	20.00	10.00	1.00	1.00	C428	C429	C430
C433	20.00	10.00	1.00	1.00	C434	C435	C436
C441	20.00	10.00	1.00	1.00	C442	C443	C444
C447	20.00	10.00	1.00	1.00	C448	C449	C450
C453	20.00	10.00	1.00	1.00	C454	C455	C456
C461	20.00	10.00	1.00	1.00	C462	C463	C464
C467	20.00	10.00	1.00	1.00	C468	C469	C470
C473	20.00	10.00	1.00	1.00	C474	C475	C476
C481	20.00	10.00	1.00	1.00	C482	C483	C484
C487	20.00	10.00	1.00	1.00	C488	C489	C490
C493	20.00	10.00	1.00	1.00	C494	C495	C496
C501	20.00	10.00	1.00	1.00	C502	C503	C504
C507	20.00	10.00	1.00	1.00	C508	C509	C510
C513	20.00	10.00	1.00	1.00	C514	C515	C516
C521	20.00	10.00	1.00	1.00	C522	C523	C524
C527	20.00	10.00	1.00	1.00	C528	C529	C530
C533	20.00	10.00	1.00	1.00	C534	C535	C536
C541	20.00	10.00	1.00	1.00	C542	C543	C544
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C553	20.00	10.00	1.00	1.00	C554	C555	C556
C561	20.00	10.00	1.00	1.00	C562	C563	C564
C567	20.00	10.00	1.00	1.00	C568	C569	C570
C573	20.00	10.00	1.00	1.00	C574	C575	C576
C581	20.00	10.00	1.00	1.00	C582	C583	C584
C587	20.00	10.00	1.00	1.00	C588	C589	C590
C593	20.00	10.00	1.00	1.00	C594	C595	C596
C601	20.00	10.00	1.00	1.00	C602	C603	C604
C607	20.00	10.00	1.00	1.00	C608	C609	C610
C613	20.00	10.00	1.00	1.00	C614	C615	C616
C621	20.00	10.00	1.00	1.00	C622	C623	C624
C627	20.00	10.00	1.00	1.00	C628	C629	C630
C633	20.00	10.00	1.00	1.00	C634	C635	C636
C641	20.00	10.00	1.00	1.00	C642	C643	C644
C647	20.00	10.00	1.00	1.00	C648	C649	C650
C653	20.00	10.00	1.00	1.00	C654	C655	C656
C661	20.00	10.00	1.00	1.00	C662	C663	C664
C667	20.00	10.00	1.00	1.00	C668	C669	C670
C673	20.00	10.00	1.00	1.00	C674	C675	C676
C681	20.00	10.00	1.00	1.00	C682	C683	C684
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C693	20.00	10.00	1.00	1.00	C694	C695	C696
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C733	20.00	10.00	1.00	1.00	C734	C735	C736
C741	20.00	10.00	1.00	1.00	C742	C743	C744
C747	20.00	10.00	1.00	1.00	C748	C749	C750
C753	20.00	10.00	1.00	1.00	C754	C755	C756
C761	20.00	10.00	1.00	1.00	C762	C763	C764
C767	20.00	10.00	1.00	1.00	C768	C769	C770
C773	20.00	10.00	1.00	1.00	C774	C775	C776
C781	20.00	10.00	1.00	1.00	C782	C783	C784
C787	20.00	10.00	1.00	1.00	C788	C789	C790
C793	20.00	10.00	1.00	1.00	C794	C795	C796
C801	20.00	10.00	1.00	1.00	C802	C803	C804
C807	20.00	10.00	1.00	1.00	C808	C809	C810
C813	20.00	10.00	1.00	1.00	C814	C815	C816
C821	20.00	10.00	1.00	1.00	C822	C823	C824
C827	20.00	10.00	1.00	1.00	C828	C829	C830
C833	20.00	10.00	1.00	1.00	C834	C835	C836
C841	20.00	10.00	1.00	1.00	C842	C843	C844
C847	20.00	10.00	1.00	1.00	C848	C849	C850
C853	20.00	10.00	1.00	1.00	C854	C855	C856
C861	20.00	10.00	1.00	1.00	C862	C863	C864
C867	20.00	10.00	1.00	1.00	C868	C869	C870
C873	20.00	10.00	1.00	1.00	C874	C875	C876
C881	20.00	10.00	1.00	1.00	C882	C883	C884
C887	20.00	10.00	1.00	1.00	C888	C889	C890
C893	20.00	10.00	1.00	1.00	C894	C895	C896
C901	20.00	10.00	1.00	1.00	C902	C903	C904
C907	20.00	10.00	1.00	1.00	C908	C909	C910
C913	20.00	10.00	1.00	1.00	C914	C915	C916
C921	20.00	10.00	1.00	1.00	C922	C923	C924
C927	20.00	10.00	1.00	1.00	C928	C929	C930
C933	20.00	10.00	1.00	1.00	C934	C935	C936
C941	20.00	10.00	1.00	1.00	C942	C943	C944
C947	20.00	10.00	1.00	1.00	C948	C949	C950
C953	20.00	10.00	1.00	1.00	C954	C955	C956
C961	20.00	10.00	1.00	1.00	C962	C963	C964
C967	20.00	10.00	1.00	1.00	C968	C969	C970
C973	20.00	10.00	1.00	1.00	C974	C975	C976
C981	20.00	10.00	1.00	1.00	C982	C983	C984
C987	20.00	10.00	1.00	1.00	C988	C989	C990
C993	20.00	10.00	1.00	1.00	C994	C995	C996
C1001	20.00	10.00	1.00	1.00	C1002	C1003	C1004
C1007	20.00	10.00	1.00	1.00	C1008	C1009	C1010
C1013	20.00	10.00	1.00	1.00	C1014	C1015	C1016
C1021	20.00	10.00	1.00	1.00	C1022	C1023	C1024
C1027	20.00	10.00	1.00	1.00	C1028	C1029	C1030
C1033	20.00	10.00	1.00	1.00	C1034	C1035	C1036
C1041	20.00	10.00	1.00	1.00	C1042	C1043	C1044

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LINE TABLE		
LINE	LOCATION	REMARKS
1200	36.29	AMP 2002.0
1201	20.03	SOOTY TERN
1202	20.03	RED TERN
1203	01.42	AMP 2002.0
1204	01.42	AMP 2002.0
1205	01.42	SOOTY TERN
1206	01.42	AMP 2002.0
1207	01.42	AMP 2002.0
1208	01.42	SOOTY TERN
1209	01.42	AMP 2002.0
1210	01.42	AMP 2002.0

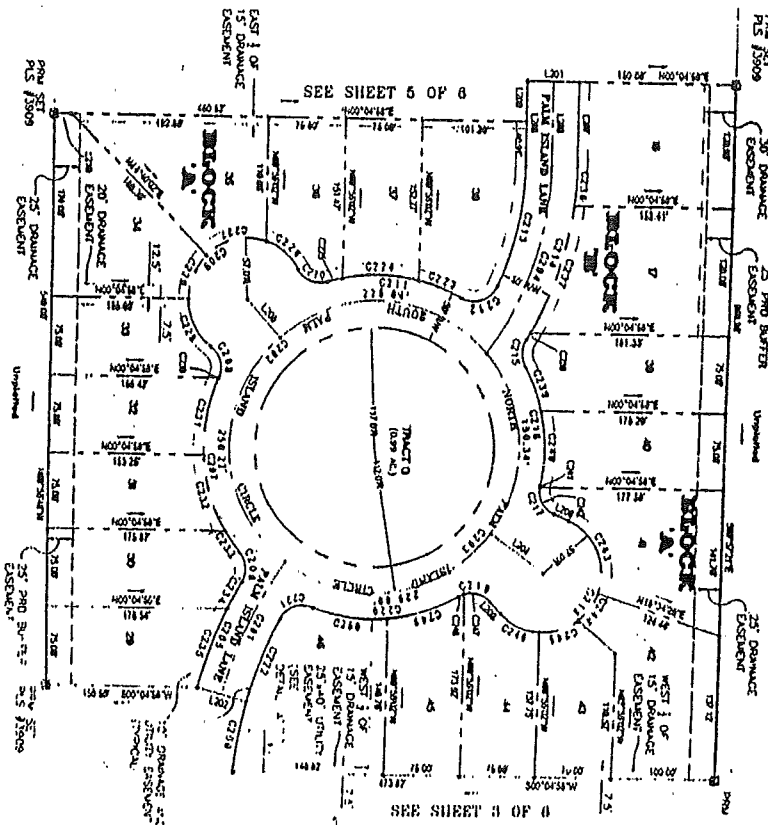


DETAIL 'A'

- ## RESTRICTIONS

1. NO IMPROVEMENTS TREES OR LANDSCAPING SHALL BE PLACED IN UTILITY EASEMENTS WITHOUT FIRST OBTAINING THE APPROVAL OF THE TOWN OF INDIAN RIVER SHORES, FLORIDA.

2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SET FORTH ON THIS PLAN. THESE MAY BE FOUND IN THE SAME OR OTHER ORDINANCES OF THE TOWN OF INDIAN RIVER SHORES, FLORIDA.



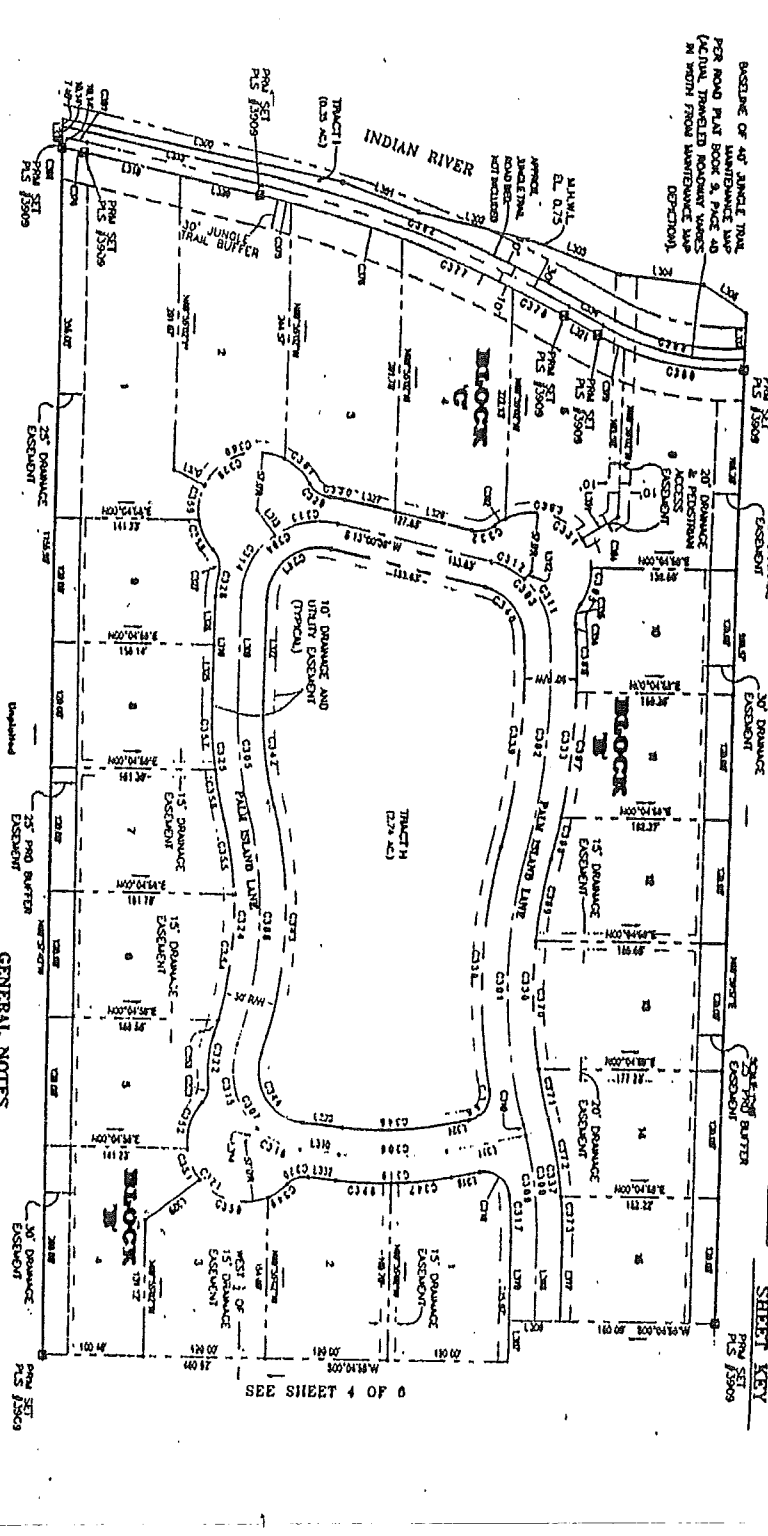
A TRUE COPY  
 CERTIFICATION ON LAST PAGE  
 J.K. BARTON, CLERK

INDIAN FIVER STORES, INDIAN FIVER COUNTY, FLORIDA

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DOCKET NO. 1341105

**RESTRICTIONS**

NO DEVELOPMENTS, IMELTS OR LAMPCORING SHALL BE PLACED IN UTILITY EASEMENT WITHOUT FIRST OBTAINING THE APPROVAL OF THE TOWN OF MOBILE RIVER SHORE. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SET FORTH ON THIS PLAN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MOBILE RIVER COUNTY, FLORIDA.



LINE TABLE		
LINE	LENGTH	REMARK
L201	48.79	NO. 1575W
L207	48.79	NO. 1575E
L208	72.87	NO. 1575E
L209	68.42	NO. 1575W
L210	33.89	NO. 1575W
L211	38.86	NO. 1575E

1. THE AREA OF THIS PLATS WITHIN FLOOD ZONES X, AC-EL. 70, AC-EL. 80, AND AC-EL. 82.610997, DATED MAY 4, 1989
2. SET FROM INDICATES PERMANENT REFERENCE MONUMENT
3. SET FROM INDICATES PERMANENT REFERENCE POINT
4. \* INDICATES ANGLE POINT OF PC AT DONOR'S PROPERTY, OR R/W LINE
5. NOTED - FLOOD INSURANCE VARIING
6. THIS PROPERTY MAY BE SUBJECT TO FLOODING DURING A 100 YEAR BASE FLOOD
7. THE LATTER BECAUSE OF CONTACT LOCAL BUILDING AND ZONING OFFICIALS AND DRAIN DEVELOPMENT BEFORE MAKING PLANS FOR THE USE OF THIS PROPERTY
8. THERE IS A UTILITY & DRAINAGE EXISTENCE ADJACENT TO
9. ALL ADJACENT PLATS ON SITE
10. THE RECORDS SHOWN HEREIN ARE BASED ON THE CENTERLINE OF STATE ROAD AND
11. BEARING 516-57-31-01

A TRUE COPY  
CERTIFICATION ON LASI  
BY DANTON, A...

Record and Return to preparer

of instrument: *C. H. Cooksey* #42  
Christopher H. Manning, Esq.  
979 Beachland Boulevard  
Vero Beach, Florida 32963

IN THE RECORDS OF  
JEREMY BARRON  
CLERK CIRCUIT COURT  
BREVARD CO., FLA.

**AFFIDAVIT CONFIRMING ERROR ON RECORDED PLAT OF  
PALM ISLAND PLANTATION P.R.D. - PLAT 1**

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

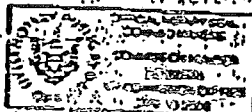
Before me, the undersigned authority, personally appeared the Affiant, DAVID M. JONES, who upon first being duly sworn deposes and says:

1. Affiant makes this statement in compliance with §177.141 Florida Statutes regarding the confirmation of an error on a recorded plat and the appropriate correction.
2. Affiant is a State of Florida Licensed and Registered Professional Survey and Mapper Registration #3909 and his address is 2345 14<sup>th</sup> Avenue, Vero Beach, Florida 32960.
3. Affiant prepared that particular Plat of Palm Island Plantation P.R.D. - Plat 1 that was recorded in the Public Records of Indian River County in Plat Book 16, Page 72.
4. Affiant confirms that one of the street names intended by the Developer to be included in the foregoing plat was inadvertently omitted at the time of recording. Specifically, the street name intended to identify that portion of the internal roadway adjacent to Lots 1-9, Block B and Lots 1-6, Block C is incorrectly identified in the plat as "Palm Island Lane". The correct name to identify the roadway adjacent to said Lots is:  
"Feather Palm Drive"
5. Affiant confirms that in accordance with §177.141 Florida Statutes, the Clerk of Circuit Court is requested to place in the margin of the foregoing recorded plat a notation that this affidavit has been filed, the date of the filing, and the official book and page where it is recorded. The notation must also be placed on all copies of the plat used for reproduction purposes.

Under penalties of perjury, I declare that I have read the foregoing affidavit and the facts stated in it are true.

*David M. Jones*  
DAVID M. JONES, Affiant

SWORN TO AND SUBSCRIBED before me this 8 day of May, 2002, by DAVID M. JONES, who is personally known to me or who has produced a drivers license as identification and who did take an oath.



*Donna D. Brown*  
Notary Public  
Printed Name: Donna D. Brown  
Commission No.:  
My Commission Expires:  
(Notary Seal)

1351261

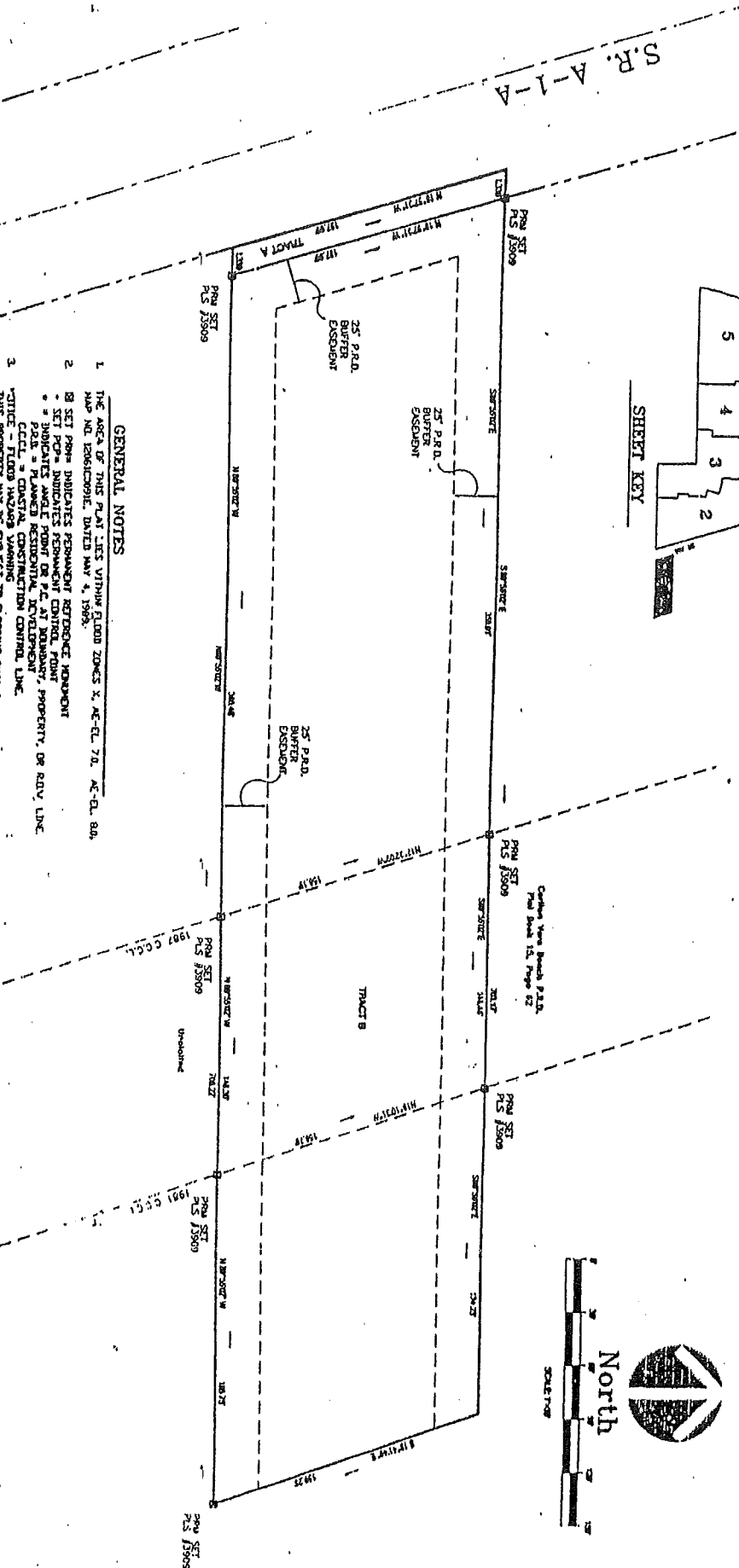
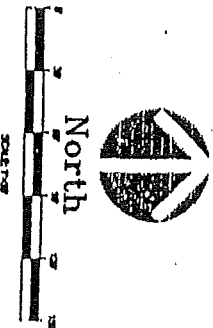
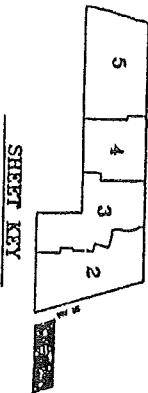
02 MAY 10 PM 2:38

071100061208

# PALM ISLAND PLANTATION P.R.D. - PLAT 1

A PORTION OF GOVERNMENT LOTS 8, 9 AND 10, SECTION 36, TOWNSHIP 31 SOUTH, RANGE 39 EAST, INDIAN RIVER SHORES, INDIAN RIVER COUNTY, FLORIDA

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## GENERAL NOTES

1. THE AREA OF THIS PLAT LIES WITHIN FLOOD ZONES X, AE-EL, 70, AE-CL, 80, AND NO FLOODING, DATED MAY 4, 1986.
2. 10 SET POINT INDICATES PERMANENT REFERENCE MONUMENT.
3. 10 SET POINT INDICATES PERMANENT REFERENCE MONUMENT.
4. 10 SET POINT INDICATES PERMANENT REFERENCE MONUMENT.
5. 10 SET POINT INDICATES PERMANENT REFERENCE MONUMENT.

## RESTRICTIONS

1. NO IMPROVEMENTS SHALL BE PLACED IN UTILITY EXCISEMENTS WITHOUT FIRST OBTAINING THE APPROVAL OF THE TOWN OF INDIAN RIVER SHORES, FLORIDA.
2. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SET FORTH ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

STATE OF FLORIDA  
INDIAN RIVER COUNTY  
THIS IS TO CERTIFY THAT THIS IS A  
TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE.

J.K. BARTON, CLERK

BY [Signature]  
DEPUTY CLERK

DATE 4/2/2002



THIS INSTRUMENT PREPARED BY:  
JAMES H. JONES, P.L.S.  
2205 HIGHWAY 1, SUITE 1  
INDIAN RIVER COUNTY, FLORIDA 32909  
PHONE: 888-555-5555  
FAX: 888-555-5555  
E-MAIL: JHJONES@JHJONES.COM

AND:  
DANIEL R. JONES, P.L.S.  
2205 HIGHWAY 1, SUITE 1  
INDIAN RIVER COUNTY, FLORIDA 32909  
PHONE: 888-555-5555  
FAX: 888-555-5555  
E-MAIL: DJONES@JHJONES.COM