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## DECLARATION OF CONDOMINIUM

### OF

### PALM ISLAND PLANTATION NO. 2, A CONDOMINIUM

PALM ISLAND PLANTATION, LLC, a Florida Limited Liability Company, herein called "Developer", on behalf of itself and its successors, grantees, and assigns, hereby makes this Declaration of Condominium:

1. **SUBMISSION TO CONDOMINIUM - NAME** - The fee simple title or easement interests, as noted, to the lands located in Indian River County, Florida, and described in attached Exhibit "A", together with all improvements now or hereafter situated or constructed thereon, and the easements, rights, privileges and obligations appurtenant and appertaining thereto, excluding any public utility installations located on or under the Condominium Property, are submitted to the condominium form of ownership and designated "Palm Island Plantation No. 2, a Condominium".
2. **NAME - ASSOCIATION** - The name of the Condominium Association is "Palm Island Plantation No. 2 Condominium Association, Inc." This Association is incorporated as a not-for-profit Florida corporation.
3. **DEFINITIONS** - The terms used in this Declaration and in its exhibits, including the By-Laws of the Association, will have the meanings stated in Chapter 718, Florida Statutes (Condominium Act) and as follows, unless the context otherwise required:
  - 3.1. **ASSESSMENT** - The share of the funds required for the payment of common expenses that is assessed against a Unit owner from time to time.

**3.2. ASSOCIATION** - The corporation responsible for the operation of the Condominium.

**3.3. BOARD OF DIRECTORS or DIRECTORS or BOARD** - The Board of Directors responsible for the administration of the Association. Except for Directors appointed by Declarant, all Directors shall be Owners of Units or spouses of such Owners; provided, however, no Owner and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the individual designated by written notice to the Secretary of the Association to exercise the membership rights of the Owner shall be entitled to serve on the Board of Directors.

**3.4. CHARGE or SPECIAL CHARGE** - The obligation of a Unit owner to pay or reimburse money to the Association that cannot be secured as an assessment pursuant to F.S. 718.116, but which will, if the charge is not paid, give rise to a cause of action against the Unit owner pursuant to this Declaration.

**3.5. COMMON ELEMENTS** - The portions of the property submitted to condominium ownership and not included in the Units including:

**3.5.1.** Land

**3.5.2.** All parts of improvements that are not included within the Units.

**3.5.3.** Easements

**3.5.4.** Installations for the furnishings of services to more than one Unit or to the common elements, such as chilled water air conditioning, electricity, water and sewer.

**3.6. COMMON EXPENSES** - All expenses and assessments properly incurred by the Association for the Condominium and such expenses as may be declared to be common expenses

by this Declaration.

**3.7. COMMON SURPLUS** - The excess of all receipts of the Association above the common expenses.

**3.8. CONDOMINIUM DOCUMENTS** - This Declaration and the attached exhibits setting forth the nature of the property rights in the Condominium and the covenants running with the land that govern these rights. All the other Condominium documents will be subject to the provisions of the Declaration. The order of priority of the documents will be as follows: (1) Declaration; (2) Association Articles of Incorporation; (3) By-Laws; and (4) Rules and Regulations.

**3.9. CONDOMINIUM PARCEL** - A Unit together with the undivided share in the common elements which is appurtenant to the Unit.

**3.10. CONDOMINIUM PROPERTY** - The real and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto.

**3.11. DEVELOPER OR DECLARANT - PALM ISLAND PLANTATION, LLC.**, a Florida Limited Liability Company, the company that has established this Condominium, and the successors and assigns of the company's development rights.

**3.12. EXHIBITS:**

- A. Legal Description, Survey, Site Plan, Floor Plans, and Sketch of the Project.
- B. Percentage Shares of Common Elements, Common Expenses, and Common Surplus.
- C. Articles of Incorporation of Association.

**D. By-Laws of Association.**

**3.13. FAMILY** - One natural person or a group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household servants); or not more than two adult persons not so related and the children of either or both of them who reside together as a single not-for-profit housekeeping Unit.

**3.14. GUEST** - Any person who is physically in or occupies a Unit on a temporary basis at the invitation of the Unit owner without the payment of consideration.

**3.15. INSTITUTIONAL FIRST MORTGAGEE** - The mortgagee or its assignee of a first mortgage on a condominium parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, or a pension or profit sharing trust.

**3.16. LEASE** - The grant by a Unit owner of a temporary right of use of the owner's Unit for a valuable consideration.

**3.17. LIMITED COMMON ELEMENTS** - Those portions of the common elements that are reserved for the use of a certain Unit or Units to the exclusion of the other Units.

**3.18. OCCUPY** - The act of being physically present in a Unit on two or more consecutive days, including staying overnight. An occupant is one who occupies a Unit.

**3.19. OPERATION** - The administration and management of the Condominium Property.

**3.20. PERSON** - An individual, corporation, trust, or other legal entity capable of holding title to real property.

**3.21. SINGULAR, PLURAL, GENDER** - Whenever the context permits, use of the

plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.

**3.22. UNIT** - A part of the Condominium Property that is subject to exclusive ownership as described in this Declaration.

**3.23. UNIT NUMBER** - The letter, number, or combination thereof that is designated on the Condominium Site Plan and is used as the identification of a Unit.

**3.24. UNIT OWNER** - The owner of a record legal title to a condominium parcel.

**3.25. VOTING INTEREST** - The voting rights distributed to the Association members pursuant to F.S. 718.104(4)(i).

**3.26. PALM ISLAND PLANTATION** - A certain real property development described in the Declaration of Covenants, Conditions and Restrictions for Palm Island Plantation recorded in O. R. Book 1477, Page 0088, Public Records of Indian River County, Florida, and amendments thereto.

**4. CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES** - Each Unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The Unit may be conveyed, transferred, and encumbered like any other parcel of real property, independently of all other parts of the Condominium Property, subject only to the provisions of the condominium documents and applicable laws.

**4.1. BOUNDARIES** - Each Unit will have boundaries as defined below. The boundaries may exist now or may be created by construction, settlement, or movement of the buildings; or by permissible repairs, reconstruction, or alterations. Said boundaries are intended to include each Unit's balconies, terraces and private entry foyer and shall be determined in the

following manner:

**4.1.1. HORIZONTAL BOUNDARIES** - The upper and lower boundaries of the Units will be:

**4.1.1.1. UPPER BOUNDARY** - The planes of the underside of the finished and undecorated ceilings of the Unit, extended to meet the perimeter boundaries.

**4.1.1.2. LOWER BOUNDARY** - The planes of the upperside of the finished and undecorated surface of the floors of the Unit, extended to meet the perimeter boundaries.

**4.1.2. PERIMETER BOUNDARIES** - The perimeter boundaries will be both the finished and undecorated interior surfaces of the perimeter walls of the unit as shown on the Condominium Plot Plan, and the unit's windows, doors, balconies, terraces, railings and screening that abut the exterior of the building or common elements.

**4.2. EXCLUSIVE USE** - Each Unit owner will have the exclusive use of such owner's Unit.

**4.3. OWNERSHIP** - The ownership of each Unit will carry with it as appropriate, and whether or not separately described, all of the rights, title, and interest of a Unit owner in the Condominium Property which will include, but not be limited to:

**4.3.1. COMMON ELEMENTS AND COMMON SURPLUS** - An undivided share of ownership of the common elements and common surplus.

**4.3.2. LIMITED COMMON ELEMENTS** - Either the exclusive use or use in common with one or more other designated Units of the limited common elements that may exist. Such elements are the garage parking space(s), each Unit's air conditioning compressor, and the

storage area(s).

**4.3.3. ASSOCIATION MEMBERSHIP** - Membership in the Association and voting rights.

**4.3.4. EASEMENT FOR AIR SPACE** - An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time. The easement will be terminated automatically in any air space that is vacated from time to time.

**4.4. EASEMENTS** - The following non-exclusive easements are created by and granted from the developer to each Unit owner; to the Association; to the Palm Island Plantation Community Association, Inc., and their employees, agents, and hired contractors; to utility companies; to Unit owners' families in residence, guests, and invitees; and to governmental and emergency services, as applicable.

**4.4.1. INGRESS AND EGRESS** - Easements over the common elements for ingress and egress to Units and public ways.

**4.4.2. MAINTENANCE, REPAIR, AND REPLACEMENT** - Easements through the Units and common elements for maintenance, repair, and replacement.

**4.4.3. UTILITIES** - Easements through the Common Elements and Units for conduits, ducts, plumbing, and wiring, and other facilities for the furnishing of services and utilities to other Units, the Common Elements, and other utility customers, both existing and future.

**4.4.4. PUBLIC SERVICES** - Access to both the Condominium Property and the Units for lawfully performed emergency, regulatory, law enforcement, and other public services.

**5. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS**

- The responsibility for protection, maintenance, repair and replacement of the Condominium Property, and restrictions on its alterations and improvement shall be as follows:

**5.1. ASSOCIATION MAINTENANCE** - The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and certain limited common elements (other than the limited common elements that are required elsewhere herein to be maintained by the Unit owner). The Association's responsibilities include, without limitation:

**5.1.1.** Electrical wiring up to the point where they enter each Unit.

**5.1.2.** Water pipes up to point where they enter each Unit.

**5.1.3.** Cable television lines up to the point where they enter each Unit.

**5.1.4.** Air conditioning condensation drain lines up to the point where they enter each Unit.

**5.1.5.** Sewer lines, up to the point where they enter the Unit.

**5.1.6.** All installations, fixtures and equipment located within a Unit, for the furnishing of utilities to more than one Unit or the common elements.

**5.1.7.** All exterior building walls, including painting, waterproofing, and caulking, together with roof maintenance, repair and replacement, which areas are designated as common elements. The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall



not be responsible for the damage to any alteration or addition to the common elements made by a Unit owner or his predecessor in title or for damage to paint, wallpaper, paneling, flooring or carpet which, of necessity, must be cut or removed to gain access to work areas located behind them.

**5.1.8. HURRICANE SHUTTERS** - The Association or its agents shall be responsible for the repair, replacement and installation of the hurricane shutters or panels within the common elements upon issuance of a hurricane warning for Indian River County, Florida.

**5.1.9.** The Condominium Property's paving and elevators are designated as common elements, the maintenance, repair and replacement of which are a common expense shared by all Unit Owners.

**5.2. UNIT OWNER MAINTENANCE** - Each Unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own Unit and certain limited common elements. The owner's responsibilities include, without limitation:

**5.2.1.** Maintenance, repair and replacement of window screens, windows and window glass in accordance with Association requirements.

**5.2.2.** All doors to the Unit and their interior and exterior surfaces, except for the exterior of doors opening to common elements.

**5.2.3.** The circuit breaker panel and all electrical wiring past the point where they enter each Unit.

**5.2.4.** Appliances, water heaters, smoke alarms and vent fans.

**5.2.5.** All air conditioning, and heating equipment, thermostats, ducts and installations serving the Unit exclusively, except as otherwise provided in Sections 5.1.

5.2.6. Carpeting and other floor coverings.

5.2.7. Door and window hardware and locks.

5.2.8. Shower pans.

5.2.9. Other facilities or fixtures, including mechanical and plumbing lines, pipes, fixtures, switches, valves, drains and outlets (including connections), which are located or contained entirely within the Unit and serve only the Unit.

5.2.10. All interior, partition walls which do not form part of the boundary of the Unit.

5.2.11. All hurricane shutters or panels on the Unit's windows or doors, including the installation of panels or closing of shutters upon issuance of a hurricane warning for Indian River County, Florida.

5.2.12. Unit balconies or patio areas, including the day-to-day cleaning and care of the walls, floor and ceiling bounding said area, if any; and all glass and sliding glass doors in portions of the entrance way to said area, if any; and the wiring, electrical outlet(s) and fixture(s) thereon, if any; and the replacement of light bulbs. Notwithstanding the foregoing, the Association is authorized to establish and fund an exterior window washing program for both common element and Unit windows in the Condominium.

### **5.3. OTHER UNIT OWNER RESPONSIBILITIES -**

5.3.1. **FLOORING - (UNITS)** - An Owner on the second or third floor who desires to install a substitute hard-surface floor covering (e.g., marble, ceramic tile or wood) in place of the Developer's selected floor covering shall also install a sound absorbent underlayment, as well as perimeter sound isolation material, of which kind and quality as to be equivalent or

superior to the Developer's original selection. The soundproofing materials must be installed in accordance with the Rules and Regulations as amended from time to time so as to reduce the transmission of noise to adjoining Units, and the written approval of the Board of Directors must be obtained prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner.

**5.3.2. FLOORING - (BALCONIES) -** In the event of a substituted balcony floor material other than that specified by the Developer, the owner must receive prior written approval from the Condominium Association as to the underlayment to be installed beneath the flooring.

**5.3.3. WINDOW COVERINGS -** The covering and appearance of the windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.

**5.3.4. MODIFICATIONS AND ALTERATIONS OR NEGLECT -** A portion of first floor Units' balconies may be enclosed by the Developer during the initial construction of the Condominium in order to add an additional room to each of those Units. All other porches, balconies, loggias and terraces on the condominium property may not be enclosed or otherwise modified without the prior written consent of the Association's Board of Directors.

Any structural modification to a Unit must follow the Association's design guidelines, will be issued by the Association Board of Directors in their sole discretion.

If a Unit owner makes any modifications, installations or additions to his Unit or the common elements or neglects to maintain, repair and replace as required by this Section 5, the Unit owner, and his successors in title, shall be financially responsible for:

**5.3.4.1.** Maintenance, repair and replacement of the modifications, installations or additions;

**5.3.4.2.** The costs of repairing any damage to the common elements or other Units resulting from the existence of such modifications, installations or additions; and

**5.3.4.3.** The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property for which the Association is responsible.

**5.3.5. USE OF LICENSED AND INSURED CONTRACTORS** - Whenever a Unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or common elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

**5.4. SERVICE AND MAINTENANCE CONTRACTS** - If there shall become available to the Association:

**5.4.1.** A program of contract maintenance for items which are located within the Units and otherwise the responsibility of the Unit owner, such as water heaters and/or air handlers and related equipment serving individual Units; or

**5.4.2.** Certain contract services to be delivered within the Units for items otherwise the responsibility of the Unit owner, such as pest control or cable television; the Board may enter into any such contracts which the Board determines are to the benefit of the owners generally. The expenses of such contracted undertakings to the Association shall be a common expense. All maintenance, repairs and replacements not covered by the contracts shall remain the responsibility of the Unit owner. Because the expenses are common expenses, an election by a Unit owner not to take advantage of the services or maintenance provided by such contracts shall not excuse the owner from paying his share of the cost.

**5.5. OWNER ALTERATION OF COMMON ELEMENTS RESTRICTED** - No Unit owner may make any alterations, add to, or remove any part of the portions of the improvements that are to be maintained by the Association without prior written approval as required by Section 6.3 of this Declaration. The owner must obtain all necessary approvals and permits from applicable government entities. The Association may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the owner, including any subsequent maintenance and restoration. No owner will do any work that would jeopardize the safety or soundness of the building, increase insurance requirements or premiums or impair any easements. If approved by the Association in accordance with Section 6.3 of this Declaration, two Units owned by the same owner that are adjacent horizontally, may be connected by doorways through common element walls.

**5.6. EXTERIOR APPEARANCE** - A Unit owner shall not remodel, paint, decorate or otherwise change the appearance of any portion of the building, including portions within the boundaries of his Unit which are visible from the exterior of the Unit, unless the written consent

of the Association is obtained in advance. In addition, those portions of each Unit that are visible from the exterior shall be repaired or replaced by the Unit owner when needed, as determined by the Association. In order to maintain a consistent, harmonious appearance to the building, when those portions of each Unit that are visible from the exterior are replaced by the Unit owner, such replacement shall comply with design and materials guidelines issued by the Association.

## **6. COMMON ELEMENTS**

**6.1. SHARE OF** - The common elements will be owned by the Unit owners in undivided shares as set forth in Exhibit "B". Such undivided shares are stated as percentages and are based on the square footage of each Unit in relation to the total square footage of all Units in the Condominium.

**6.2. USE** - Each Unit owner and the Association will be entitled to use the common elements in accordance with the purposes for which the elements are intended; however, no such use may hinder or encroach upon the lawful rights of other Unit owners.

**6.3. MATERIAL ALTERATIONS AND ADDITIONS** - Material alteration of or substantial additions to the common elements or to Association property including the purchase, acquisition, sale, conveyance, or mortgaging of such property, may be effectuated only by vote of 67% of the voting interests of the Association at a meeting called for that purpose. The Board of Directors may lease or grant easements or licenses for the use of common elements or Association property if the use will benefit the members of the Association and may charge for such use.

**7. FISCAL MANAGEMENT** - The fiscal management of the Condominium including budget, fiscal year, charges, assessments, and collection of assessments shall be as set forth herein and in the By-Laws (Exhibit "D").

8. **ADMINISTRATION** - The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the Articles of Incorporation and the By-Laws.

9. **INSURANCE** - In order to adequately protect the Unit owners, the Association, and all parts of the Condominium Property and Association property that are required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

9.1. **DUTY AND AUTHORITY TO OBTAIN** - The Board of Directors shall use due diligence to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association and the Unit owners and their mortgagees (without naming the mortgagees), as their interests shall appear and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. In the event that the Palm Island Plantation Community Association, Inc. requests the Association to name it as an additional insured as its interests may appear, the Association shall do so.

9.2. **BASIC INSURANCE** - The Board will procure insurance covering the building and improvements as well as all insurable Association property (if any such property is acquired by the Association), in an amount determined annually by the Board of Directors. Pursuant to F. S. 718.111(11)(b) the word "building" does not include floor coverings, wall coverings, ceiling coverings nor electrical fixtures, appliances, air conditioning or heating equipment, water heaters or built-in cabinets located within a Unit. Such insurance shall afford the following protection:

9.2.1. **PROPERTY** - The policy must include replacement cost coverage for loss

or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

**9.2.2. FLOOD** - The policy must include up to the replacement cost for the building and insurable improvements, as available.

**9.2.3. LIABILITY** - The policy must include premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross liability endorsements to cover liabilities of the Unit owners as a group to a Unit owner.

**9.2.4. AUTOMOBILE** - The policy must include automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business in such limits of protection and with such coverage as may be required by the Board of Directors of the Association.

**9.2.5. WORKERS' COMPENSATION** - The Association shall maintain worker's compensation insurance to meet the requirements of law.

**9.2.6. FIDELITY BONDING** - The Association shall obtain and maintain blanket fidelity bonding for each person who is authorized to sign checks and the President, Secretary and Treasurer of the Association in an amount not less than as required by Section 718.111, Florida Statutes, as amended, for each such person. The Association shall bear the cost of bonding.

**9.2.7. DIRECTORS' AND OFFICERS' LIABILITY INSURANCE** - The Association shall obtain and maintain adequate Directors' and Officers' liability insurance utilizing the broad form of policy coverage for all Directors and Officers and, if available, committee members of the Association.



**9.2.8. OPTIONAL COVERAGE** - The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and Unit owners.

**9.3. DESCRIPTION OF COVERAGE** - A detailed summary of the coverage included in the master policies shall be available for inspection by Unit owners upon request.

**9.4. WAIVER OF SUBROGATION** - If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its rights to subrogation as to any claim against Unit owners, the Association, or their respective servants, agents or guests.

**9.5. SHARES OF INSURANCE PROCEEDS** - All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

**9.5.1. COMMON ELEMENTS** - Proceeds on account of damage to common elements shall be held in as many undivided shares as there are Units, the shares of each Unit owner being the same as his share in the common elements.

**9.5.2. UNITS** - Proceeds on account of damage to Units shall be held in as many undivided shares as there are damaged Units, the share of each owner being in proportion to the cost of restoring the damage suffered by each such Unit.

**9.5.3. MORTGAGEES** - If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit owner shall be as their interests may appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage

or mortgages which it may hold against Units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts on Association policies.

**9.6. DISTRIBUTION OF INSURANCE PROCEEDS** - Proceeds of insurance policies received by the Association shall be distributed for the benefit of the Unit owners in the following manner:

**9.6.1. COST OF RECONSTRUCTION OR REPAIR** - When the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by the Association.

**9.7. ASSOCIATION AS AGENT** - The Association is hereby irrevocably appointed agent for each Unit owner to adjust all claims arising under insurance policies purchased by the Association.

**10. RECONSTRUCTION OR REPAIR AFTER CASUALTY** - If any part of the Condominium Property is damaged by casualty, how it shall be reconstructed or repaired shall be determined as follows:

**10.1. DAMAGE TO UNITS** - Where loss or damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers and personnel for work done, materials supplied or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the Unit owners

may direct. The owners of damaged Units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

**10.2. DAMAGE TO COMMON ELEMENTS** - Where loss or damage occurs to the common elements, it shall be mandatory for the Association to repair, restore or rebuild the damage caused by the loss, and the following procedures shall apply:

**10.2.1. ESTIMATES** - The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

**10.2.2. INSURANCE INSUFFICIENT** - If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the common elements, the Association shall promptly, upon determination of the deficiency, levy a special assessment against all Unit owners. Such special assessments need not be approved by the Unit owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

**10.2.3. APPLICATION OF INSURANCE PROCEEDS** - It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the common elements and Association property and then to the Units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association.

**10.3. PLANS AND SPECIFICATIONS** - All reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners

of Palm Island Plantation No. 2 Condominium Association, Inc.

**11. USE RESTRICTIONS** - The use of the property of the Condominium shall be in accordance with the Uniform Rules and Regulations and the following use restrictions:

**11.1. LAWFUL USE** - All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair upon Condominium Property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration. No timeshare use shall be permitted.

**11.2. RULES AND REGULATIONS** - The Uniform Rules and Regulations concerning the use of the Condominium Property including the Units may be amended from time to time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all Unit owners. No new or amended regulation may be enforced prior to distribution to the owners.

**11.3. USE AND OCCUPANCY OF THE UNITS** is restricted to one family and their guests per Unit only. Children are permitted to reside in the Units. These use restrictions shall not be construed in such a manner as to prohibit a Unit owner from maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal, business or professional telephone calls or correspondence in and from his Unit. Such uses are expressly declared customarily incident to the principal residential use. All guests must be registered with the Association upon arrival and unregistered guests may be denied use of recreational facilities and amenities.

**11.4. ACCESS TO UNITS** - The Association has an irrevocable right of access to the

Units during reasonable hours when necessary for the purpose of maintenance, repair and replacement of the common elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs which are necessary to prevent damage to the common elements or to another Unit or Units. The right of access to a Unit shall be exercised after reasonable notice to the Unit owners, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, with reasonable precautions to protect the personal property within the Unit. The Association requires and shall retain a pass-key to all Units. No Unit owner shall install or alter any lock that prevents access while the Unit is unoccupied without providing the Association with a key.

**11.5. PARKING** - There are 12 parking garages on the ground floor of the Condominium individually designated for the exclusive use of each Unit, with each garage containing two spaces. Additional visitors' parking spaces are located outside of the building on the sides of the Condominium Property.

**11.6. PARKING SPACES, AIR CONDITIONING COMPRESSORS AND STORAGE AREAS** - The exclusive right to use a limited common element is an appurtenance to the Unit or Units to which it is designated or assigned.

**11.7. PETS** - Pets shall be as allowed and regulated in the Uniform Rules and Regulations.

**11.8. NUISANCES PROHIBITED** - No person shall engage in any practice, exhibit any behavior nor permit any condition to exist that will constitute a nuisance or become an unreasonable source of annoyance or disturbance to any occupancy of the Condominium. If, in the

opinion of the Association, any Guest or Tenant shall become a nuisance, the Unit Owner shall be notified and shall be responsible for removing the Guest or Tenant from the Unit.

**12. LEASE, CONVEYANCE, DISPOSITION** - The purpose and object of this Section is to maintain a quiet, tranquil and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like-mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, and disposal of the Units by owners shall be subject to the following provisions:

**12.1. ASSOCIATION APPROVAL REQUIRED** - Except for Developer sales, no owner may sell, lease, give or otherwise transfer ownership of a Unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the Unit number, the name of the Condominium and the Official Record Book (O.R. Book) and Page numbers in which this Declaration was originally recorded. For all Unit transfers of title, the approval must be recorded simultaneously in the Indian River County, Florida Public Records with the Deed or other instrument transferring title to the Unit.

**12.1.1. DEVISE OR INHERITANCE** - If any Unit owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of his ownership shall be subject to the approval of the Association. Such owner shall give the Association notice of the acquisition of his title together with such additional information

concerning the Unit owner as the Association may reasonably require together with a copy of the instrument evidencing the owner's title. If such notice is not given, the Association at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

**12.1.2. LEASES** - Approvals of leases need not be recorded. Only entire Units may be leased. All leases must provide, and if they do not, shall be deemed to provide the agreement of the lessee(s) to abide by all of the Covenants of the Condominium and Community Associations documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination and eviction and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Unit owner shall pay them and such funds shall be secured as a charge. Each Unit owner irrevocably appoints the Association as owner's agent authorized to bring actions in owner's name and at owner's expense including injunction, damages, termination and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the Unit owner at or before the commencement of the lease term. The minimum rental period is thirty (30) days and no Unit may be leased more than three (3) times per calendar year. The Lessee must be sponsored by the owner who's Unit is being rented and must provide a completed lease membership application.

**12.2. APPROVAL PROCEDURE** - The approval of the Association shall be obtained as follows:

**12.2.1. WRITTEN NOTICE** - Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease, legal written notice shall be given

the Association by the owner of his intention to sell or transfer his interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00 or as permitted by law from time to time.

**12.2.2. ASSOCIATION'S OPTIONS** - The Association must, within 15 days after receipt of all the information required above, either approve, disapprove for cause, or, except in the case of disapproval for cause, upon the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association or the owner may withdraw his proposed sale. In exercising its power of disapproval, the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation and proper operation of the Condominium and the purposes as set forth at the beginning of this Section 12. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or made an election to purchase the Unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a recordable certificate of approval;

**12.3. CLOSING DATE** - The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase;

**12.4. NOTICE OF DISAPPROVAL** - If the Association disapproves the proposed



transaction, notice of disapproval shall be promptly sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the Unit have been paid.

**12.5. JUDICIAL SALES** - Are exempt from this Section.

**12.6. UNAPPROVED TRANSACTIONS** - Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

**13. COMPLIANCE AND DEFAULT** - Each Unit owner, each tenant and other invitee shall be governed by, and shall comply with the provisions of, the Condominium Act as amended from time to time, this Declaration, including its exhibits, the Association Articles of Incorporation and the Association By-Laws.

**13.1. REMEDIES** - Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages or injunctive relief or both. Actions may be maintained by the Association or by any Unit owner.

**13.2. COSTS AND FEES** - In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

**13.3. OWNER INQUIRIES - DISPUTES** - In the event of an inquiry by an owner against the Association, the Board of Directors or a member thereof, such owner, prior to the institution of any proceedings, shall give written notice in detail of the inquiry by Certified Mail to the Board of Directors. The Board shall respond in writing to the Unit owner within 30 days of the receipt of the inquiry. The Board's response shall either give a substantive response, notify the

inquiring party that a legal opinion has been requested, or notify the inquiring party that advice has been requested from the Bureau of Condominiums. If the Board requests advice from the Bureau of Condominiums, the Board shall, within 10 days of receipt of the advice, provide in writing a substantive response to the inquiring party. If a legal opinion is requested, the Board shall, within 60 days of the receipt of the inquiry, provide in writing a substantive response to the inquiring party. The failure to act as above set forth precludes the Association from recovering attorney's fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the inquiry. If unresolved, a dispute as defined in F.S. 718.1255(1) must be arbitrated in mandatory non-binding arbitration proceedings prior to commencing litigation.

**13.4. NO WAIVER OF RIGHTS** - The failure of the Association or any owner to enforce any covenant, restriction or other provisions of the Condominium Documents shall not constitute a waiver of the rights to do so thereafter as to subsequent or other instances.

**14. AMENDMENTS** - Amendments to any of the Condominium documents shall be in accordance with the following:

**14.1. REQUIREMENTS** - An Amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may include later written approval of voters not present), and the separate written joinder of mortgagees where required and shall include the recording data

identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records;

**14.2. CORRECTIVE AMENDMENT** - Whenever it shall appear that there is a defect, error or omission in any of the Condominium documents or in order to comply with applicable laws or requirements of government entities, the amendment may be adopted by the Board of Directors alone;

**14.3. REGULAR AMENDMENTS** - Amendments may be enacted by a favorable vote of the owners of sixty-seven percent (67%) of the voting interests in the Association;

**14.4. MERGER AMENDMENT** - In the event that this Condominium should desire to merge with one or more other Condominiums within Palm Island Plantation, it may do so upon the affirmative vote of 75% of the voting interests in this Condominium and the approval of all record owners of liens, after the Board of Directors first notifies the Division of Florida Land Sales, Condominiums and Mobile Homes in accordance with Section 718.117(1), Florida Statutes.

**14.5. DEVELOPER AMENDMENTS** - Until relinquishment of Developer control of the Association (Turnover) and except as otherwise provided by law in F.S. 718.110(2), the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits or to the plan of development, as may be required by any lender, governmental authority or as may be, in its judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits.

**14.6. MORTGAGEE APPROVAL** - Amendments materially affecting the rights or interests of mortgagees must have the approval of the holders of institutional first mortgages of record representing 51% of the votes of Units subject to such mortgages who have requested the

Association to notify them on any proposed action specified in this Section. Such mortgagee consent may not be unreasonably withheld. Implied approval shall be assumed when such holder fails to respond to any written request for approval within 30 days after the mortgage holder received proper notice of the proposal provided the notice was delivered certified or registered mail, with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of the Association and recorded in the Public Records of Indian River County, Florida. A change to any of the following shall be considered as material:

- any change in the proportion or percentage by which the owner of the Unit shares the common expenses and owns the common surplus;
- reallocation of interests or use rights in the common elements;
- redefinition of any Unit boundaries;
- convertibility of Units into common elements or vice versa;
- expansion or contraction of the Condominium.

**14.7. DEVELOPER'S RIGHTS** - No amendment to this Declaration or any of the Condominium documents shall change the rights and privileges of the Developer without the Developer's written approval so long as the Developer has an ownership or leasehold interest in any Unit.

**14.8. WRITTEN AGREEMENTS** - Any approval of Unit owners on any matter called for by this Declaration, its Exhibits or any statute to be taken at a meeting of Unit owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement

may be in counterparts), subject to F.S. 718.112(2)(d)(4) and F.S. 617.0701.

**15. PROVISIONS PERTAINING TO THE DEVELOPER** - In addition to all other rights reserved unto the Developer by Chapter 718, Florida Statutes, this Declaration and all exhibits hereto, the following rights are hereby reserved unto the Developer:

The Developer is entitled to control the Association by designation and selection of the members by the Board of Directors of the Association as provided in Article III of the By-Laws of Palm Island Plantation No. 2 Condominium Association, Inc.

Whenever the Developer shall be entitled to designate and select any person to serve on any Board of Directors of the Association, the manner in which such person shall be designated shall be as provided in the Articles of Incorporation and/or By-Laws of the Association, and Developer shall have the right to remove any person selected by it to act and serve on said Board of Directors and to replace such person with another person to act and serve in the place of any Director so removed for the remainder of the unexpired term of any Director so removed. Any Director designated and selected by the Developer need not be a Unit owner or resident of the Condominium.

So long as the Developer has an ownership or leasehold interest in any Unit, none of the following actions may be taken without approval in writing by the Developer:

**15.1.** Assessment of the Developer as a Unit owner for capital improvements.

**15.2.** Any action by the Association that would be detrimental to the sale of Units or the completion of the project by the Developer including such use of unsold Units and common elements and Association Property as may facilitate completion, sale, maintenance of a sales office, showing of the property and display of signs.

**16. RIGHTS OF MORTGAGEES:**

**16.1. PARTIAL EXCUSAL FROM PRIOR ASSESSMENTS** - A first mortgagee who acquires title to a Unit by purchase at a foreclosure sale, or by deed in lieu of foreclosure, is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than 6 months of the Unit's unpaid common expenses or assessments accrued before the acquisition of the title to the Unit by the mortgagee or 1 percent of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Such mortgagee may obtain title, own, occupy, lease, sell or otherwise dispose of such Unit without the approval of the Association. This Section shall be deemed amended so as to remain in conformity with the provisions of F.S. 718.116 as it is amended from time to time.

**16.2. RIGHTS TO INFORMATION** - Upon receipt by the Association from any institutional mortgagee, Guarantor or Insurer of a copy of the mortgage held by such mortgagee, Guarantor or Insurer on a Unit, together with a written request from such mortgagee or an Insurer or Guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, Insurer or Guarantor the following, and for which the Association may charge a reasonable fee:

**16.2.1. FINANCIAL STATEMENTS** - A copy of a financial statement of the Association for the immediately preceding fiscal year; and

**16.2.2. INSURANCE CANCELLATION** - Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association Property or any improvements thereon, or any fidelity bonds of the Association except

when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available; and

**16.2.3. DAMAGE TO CONDOMINIUM** - Written notice of any damage or destruction to the improvements located on the Common Elements or Association Property which affects a material portion of the common elements or Association Property or the Unit securing its mortgage; and

**16.2.4. EMINENT DOMAIN** - Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium Property or the Unit securing its mortgage; and

**16.2.5. DELINQUENT ASSESSMENTS** - Written notice of failure by the Owner of a Unit encumbered by a first mortgage held by such institutional mortgagee, Guarantor or Insurer to pay any Assessments when such failure or delinquency has continued for a period of sixty (60) days or longer.

**16.2.6. FAILURE TO NOTIFY** - The failure of the Association to send any such notice to any such mortgagee, Guarantor or Insurer shall have no effect on any meeting, action or thing which was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

**17. ENFORCEMENT OF ASSESSMENT LIENS** - Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property, and the Association may also bring an action to recover a money judgment. After a judgment of foreclosure has been entered, the Unit owner during his occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the Unit is rented or leased during the

pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116 and shall be entitled to collect interest at the highest lawful rate on unpaid assessments and reasonable attorney's fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

**17.1. CREATION AND ENFORCEMENT OF CHARGES** - The Association shall have a cause of action against Unit owners to secure payment to the Association by Unit owners of all charges, costs and expenses to the Association which cannot be secured as lien rights under F.S. 718.116. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorney's fees, including appeals, incurred in collection.

**18. ASSOCIATION AGREEMENTS** - The Association is authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interest in lands or facilities such as country clubs, golf courses, marinas, and other facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit owners.

**19. COMMON EXPENSES AND COMMON SURPLUS** - Each Unit's share shall be that share of the whole as set forth in Exhibit "B" to this Declaration.

**20. CONDEMNATION:**

**20.1. DEPOSIT OF AWARDS WITH ASSOCIATION** - The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit owners, the Unit



owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit owner in the amount of his award, or the amount of that award shall be set off against any sum payable to that owner.

**20.2. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM -**

Whether the Condominium will be continued after condemnation will be determined in the manner provided in Section 10 above for determining whether damaged property will be reconstructed and repaired after a casualty.

**20.3. DISBURSEMENT OF FUNDS -** If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

**20.4. ASSOCIATION AS AGENT -** The Association is hereby irrevocably appointed as each Unit owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

**21. VOTING -** Each Unit shall have one full indivisible vote in all matters as provided for in the Association By-Laws.

**22. FUTURE DEVELOPMENT EASEMENTS -** Developer, for itself and its successors and

assigns, reserves easements over the Condominium Property as necessary to complete future development, if any, including construction access and utilities:

**22.1.** For the support of the building and improvements to the Condominium Property, including, but not limited to columns, footings and other structural members, and the maintenance, repair and replacement of such improvements.

**22.2.** For ingress and egress to and from and the maintenance, repair and replacement of the building and improvements to the Condominium Property.

**22.3.** For public and private utilities and services serving the building and improvements to the Condominium Property.

**23. ADDITIONAL PALM ISLAND PLANTATION EASEMENTS** - The Developer, for itself and its successors and assigns, further reserves additional perpetual non-exclusive cross use easements in favor of existing or future development lying adjacent to the Condominium Property:

**23.1** for the construction and use of driveways, sidewalks and walkways along and across the Condominium Property; and

**23.2** for drainage and public or private utilities and services serving the condominiums.

**24. COMMUNITY ASSOCIATION MEMBERSHIP AND OBLIGATIONS** - Palm Island Plantation No. 2, a Condominium exists within the Palm Island Plantation Community, which is administered by a Community Association pursuant to a set of recorded Covenants and Restrictions. Consequently, Palm Island Plantation No. 2 owners are members of, subject to, and are required to pay assessments to the following organization:

**24.1 PALM ISLAND PLANTATION COMMUNITY ASSOCIATION, INC.** - This Association administers the area within the Palm Island Plantation Community pursuant to the

Declaration of Covenants, Conditions, and Restrictions for Palm Island Plantation recorded on March 27, 2002 in O. R. Book 1477 at Page 0088 of the Indian River County, Florida Public Records.

**25. SEVERABILITY AND NON-WAIVER** - If any provision of this Declaration or its exhibits as now constituted or as later amended or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby. The failure of the Association or the Declarant in any instance, to enforce any covenant or provision of this Declaration or any of the Condominium documents shall not constitute a waiver of its right to do so thereafter in other instances.

*Signature Page to Follow*

THIS DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into

this 29 day of November, 2007.

**Palm Island Plantation, a Florida  
Limited Liability Company**

**WITNESSES:**

(Sign) Korri B. Wheatley  
(Print) Korri B. Wheatley

(Sign) Charlotte B. Lawson  
(Print) Charlotte B. LAWSON

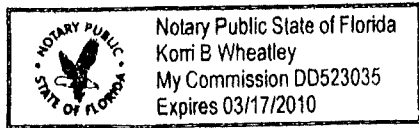
By [Signature]  
David C. Bauer, Managing Member

3003 Cardinal Drive, Suite D  
Vero Beach, Florida 32963

(CORPORATE SEAL)

**STATE OF FLORIDA  
COUNTY OF INDIAN RIVER**

The foregoing instrument was acknowledged before me this 29 day of November, 2007, by David C. Bauer, as Managing Member of Palm Island Plantation, LLC, a Florida Limited Liability Company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.



(SEAL)

[Signature]  
Print Name: Korri Wheatley  
Notary Public - State and County  
Commission No. DD 523035  
My Commission Expires: 3/17/10

**Exhibit "A"**

*Legal Description, Survey, Site Plan, Floor Plans,  
and Sketch of the Project*

•LEGAL DESCRIPTION

A PORTION OF TRACT "C" PALM ISLAND PLANTATION P.R.D. - 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 DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF STATE ROAD A1A AND THE NORTH LINE OF THE SOUTH 189.42 FEET OF SAID GOVERNMENT LOT 10; THENCE N 55°31'29"W, A DISTANCE OF 287.30 FEET TO THE POINT OF BEGINNING; THENCE S 77°28'56" W, A DISTANCE OF 4.39 FEET; THENCE CONTINUING WEST ALONG SAID LINE, A DISTANCE OF 53.91 FEET; THENCE S 50°52'23"W, A DISTANCE OF 37.43 FEET; THENCE S 43°03'17"W, A DISTANCE OF 14.16 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 67.00 FEET, A CENTRAL ANGLE OF 48°05'44", AND A CHORD OF 54.61 FEET BEARING N 55°12'42"W; THENCE NORTHWEST ALONG SAID CURVE, A DISTANCE OF 56.24 FEET TO THE POINT OF CURVATURE OF A REVERSE CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 76°35'32", AND A CHORD OF 30.99 FEET BEARING N 40°57'48"W; THENCE NORTHWEST ALONG SAID CURVE, A DISTANCE OF 33.42 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 125 FEET, A CENTRAL ANGLE OF 12°45'15", AND A CHORD OF 27.77 FEET BEARING N 03°43'17"E; THENCE NORTH ALONG SAID CURVE, A DISTANCE OF 27.83 FEET; THENCE N 10°05'13"E, A DISTANCE OF 46.13 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 525.00 FEET AND A CENTRAL ANGLE OF 05°09'25"; THENCE NORTH ALONG SAID CURVE, A DISTANCE OF 47.25 FEET TO THE POINT OF CURVATURE OF A COMPOUND CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 16°39'29", AND A CHORD OF 94.16 FEET BEARING N 03°23'57"W; THENCE NORTH ALONG SAID CURVE, A DISTANCE OF 94.49 FEET; THENCE N 11°43'41"W, A DISTANCE OF 26.52 FEET; THENCE S 85°27'24"E, A DISTANCE OF 68.38; THENCE N 04°32'36"E, A DISTANCE OF 1.00 FOOT; THENCE S 85°27'24"E, A DISTANCE OF 23.00 FEET; THENCE S 04°32'36"W, A DISTANCE OF 1.00 FOOT; THENCE S 85°27'24"E, A DISTANCE OF 66.67 FEET; THENCE S 66°24'34"E, A DISTANCE OF 24.16 FEET; THENCE S 19°46'43"W, A DISTANCE OF 33.74 FEET; THENCE S 08°59'26"E, A DISTANCE OF 18.90 FEET; THENCE S 08°59'25"W, A DISTANCE OF 18.28 FEET; THENCE S 06°02'27"E, A DISTANCE OF 32.86 FEET; THENCE S 04°32'08"W, A DISTANCE OF 16.47 FEET; THENCE S 00°42'58"E, A DISTANCE OF 32.44 FEET; THENCE S 06°23'06"W, A DISTANCE OF 18.59 FEET; THENCE S 12°02'24"W, A DISTANCE OF 18.38 FEET; THENCE S 13°23'26"W, A DISTANCE OF 32.87 FEET; THENCE CONTINUING SOUTH ALONG SAID LINE, A DISTANCE OF 7.46 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.97 ACRES MORE OR LESS.

•DATE OF SURVEY: NOVEMBER 13, 2007.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NAMED BELOW.

•SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

DAVID M. JONES, FLORIDA LICENSE NUMBER LS3909

 NOV 23 2007  
(SIGNED AND SEALED)

PALM ISLAND NO. 2,  
A CONDOMINIUM

DAVID M. JONES  
PROFESSIONAL SURVEYOR & MAPPER  
3899 39TH SQUARE  
(772)567-9875 VERO BEACH, FL 32960

SURVEYOR'S NOTES

1. THE NORTH LINE OF THE SOUTH 189.42' BEARS N 89°55'02"W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

2. ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.

3. ADDITIONS OR DELETIONS TO THIS MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

4. NO EXCAVATION WAS DONE BY THE SURVEYOR TO DETERMINE THE LOCATION OF THE UNDERGROUND FOUNDATION OF THE BUILDING OR BUILDINGS SHOWN HEREON.

LEGEND:

- |                                    |                      |
|------------------------------------|----------------------|
| P.O.B. - POINT OF BEGINNING        | ☒ UNDERGROUND GAS    |
| P.O.C. - POINT OF COMMENCEMENT     | ○ CLEAN-OUT          |
| R/W - RIGHT OF WAY                 | ● IRON ROD AS NOTED  |
| GL - GOVERNMENT LOT                | ☒ TELEPHONE PEDESTAL |
| ELEC - ELECTRIC                    | ☒ ELECTRIC BOX       |
| ☒ WATER METER                      | Ⓢ SANITARY MANHOLE   |
| + 21.34 EXISTING ELEVATION         | ⊗ IRRIGATION VALVE   |
| ⊗ WATER VALVE                      | ⊙ POWER POLE         |
| ☐ FIBER OPTIC MARKER               | Ⓢ WELL               |
| ☐ CABLE PEDESTAL                   | ☒ CATCH BASIN        |
| D&UE - DRAINAGE & UTILITY EASEMENT | ⊙ HYDRANT            |
| ☐ BACKFLOW PREVENTER               |                      |

CURVE	DELTA ANGLE	RADIUS	ARC	TANGENT	CHORD	CHORD BEARING
C 1	90° 00' 00"	25.00'	39.27'	25.00'	35.36'	N 43° 34' 04"E
C 2	10° 17' 45"	275.00'	49.42'	24.77'	49.35'	N 06° 34' 48"W
C 3	16° 39' 29"	325.00'	94.49'	47.58'	94.16'	N 03° 23' 57"W
C 4	5° 09' 25"	525.00'	47.25'	23.64'	47.24'	N 07° 30' 31"E
C 5	12° 45' 15"	125.00'	27.83'	13.97'	27.77'	N 03° 43' 17"E
C 6	76° 35' 32"	25.00'	33.42'	19.74'	30.99'	N 40° 57' 48"W
C 7	154° 51' 45"	67.00'	181.08'	300.49'	130.78'	N 46° 16' 04"E
C 8	39° 40' 24"	150.00'	103.86'	54.11'	101.80'	N 09° 44' 59"W
C 9	5° 09' 25"	500.00'	45.00'	22.52'	44.99'	N 07° 30' 31"E
C 10	16° 39' 29"	300.00'	87.22'	43.92'	86.91'	N 03° 23' 57"W
C 11	10° 17' 45"	300.00'	53.91'	27.03'	53.84'	N 06° 34' 48"W
C 12	48° 05' 44"	67.00'	56.24'	29.90'	54.61'	N 55° 12' 42"W

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L 1	S 66° 24' 34"E	24.16'	L 12	S 77° 28' 56"W	4.39'
L 2	S 19° 46' 43"W	33.74'	L 13	S 50° 52' 23"W	37.43'
L 3	S 08° 59' 26"E	18.90'	L 14	S 43° 03' 17"W	14.16'
L 4	S 08° 59' 25"W	18.28'	L 15	N 04° 32' 36"E	1.00'
L 5	S 06° 02' 27"E	32.86'	L 16	S 85° 27' 24"E	23.00'
L 6	S 04° 32' 08"W	16.47'	L 17	S 04° 32' 36"W	1.00'
L 7	S 00° 42' 58"E	32.44'	L 18	S 89° 55' 02"E	15.69'
L 8	S 06° 23' 06"W	18.59'	L 19	S 01° 25' 56"E	13.46'
L 9	S 12° 02' 24"W	18.38'	L 20	S 00° 04' 58"W	25.00'
L 10	S 13° 23' 26"W	32.87'	L 21	N 29° 35' 11"W	26.42'
L 11	S 13° 23' 26"W	7.46'			


PALM ISLAND NO. 2.  
A CONDOMINIUM

DAVID M. JONES  
PROFESSIONAL SURVEYOR & MAPPER  
3899 39TH SQUARE  
(772)567-9875 VERO BEACH, FL 32960

NOTES:

1. ALL IMPROVEMENTS SHOWN ARE PROPOSED UNLESS OTHERWISE CERTIFIED AS SUBSTANTIALLY COMPLETE.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT AND THEIR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. "ASSOCIATION PROPERTY" MEANS THE PROPERTY OWNED AND/OR MAINTAINED BY THE TROPICAL SUN SQUARE CONDOMINIUM ASSOCIATION, INC. THIS PROPERTY INCLUDES ALL PARKING, UTILITIES AND DRAINAGE IMPROVEMENTS WITHIN THE DEVELOPMENT AREA AS SHOWN HEREIN.
4. REFER TO THE DECLARATION OF CONDOMINIUM FOR THE DEFINITIONS OF "UNIT", "COMMON ELEMENTS," AND "LIMITED COMMON ELEMENTS" AND FOR THE DESCRIPTIONS OF THE UPPER, LOWER, AND PERIMETER BOUNDARIES OF A UNIT.
5. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. NO SEARCH OF THE PUBLIC RECORDS WERE MADE IN THE PREPARATION OF THIS DOCUMENT.

THE UNDERSIGNED, A SURVEYOR DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" ARE SUBSTANTIALLY COMPLETE AND THESE DRAWINGS ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AS SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING PALM ISLAND NO. 2, A CONDOMINIUM IS AN ACCURATE REPRESENTATION OF THE LOCATIONS AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS, AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

  
DAVID M. JONES  
PROFESSIONAL SURVEYOR & MAPPER  
FLORIDA CERTIFICATE NO. 3909

NOV 28 2007

ABBREVIATIONS

C.M.P.	CORRUGATED METAL PIPE
CONC.	CONCRETE
ELEV.	ELEVATION
(M)	MEASURED
NG.V.D.	NATIONAL GEODETIC VERTICAL DATUM
N/D	NAIL WITH DISK
ORB.	OFFICIAL RECORDS BOOK
P.C.P.	PERMANENT CONTROL POINT
(F)	FLAT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PRM.	PERMANENT REFERENCE MONUMENT
P.U. & DE.	PUBLIC UTILITY & DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.C.P.	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
TYP.	TYPICAL
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
MECH	MECHANICAL
A/C	AIR CONDITIONING

PALM ISLAND NO. 2,  
A CONDOMINIUM

DAVID M. JONES

PROFESSIONAL SURVEYOR & MAPPER

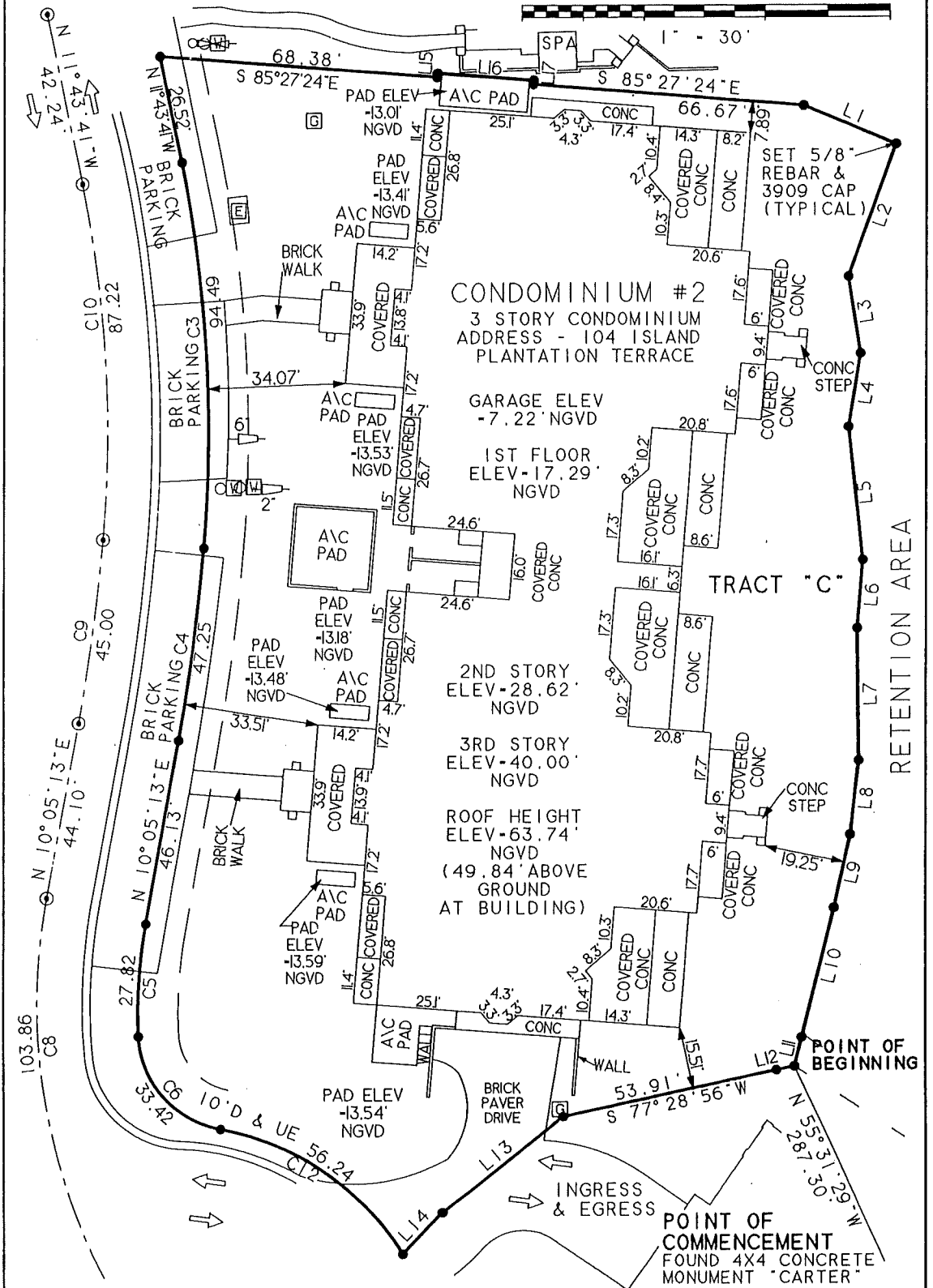
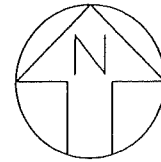
3899 39TH SQUARE  
(772)567-9875 VERO BEACH, FL 32960



ABBREVIATIONS

- CONC. CONCRETE
- ELEV. ELEVATION
- NGVD. NATIONAL GEODETIC VERTICAL DATUM
- R/W. RIGHT OF WAY
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT
- MECH - MECHANICAL
- A/C - AIR CONDITIONING

BOUNDARY SURVEY



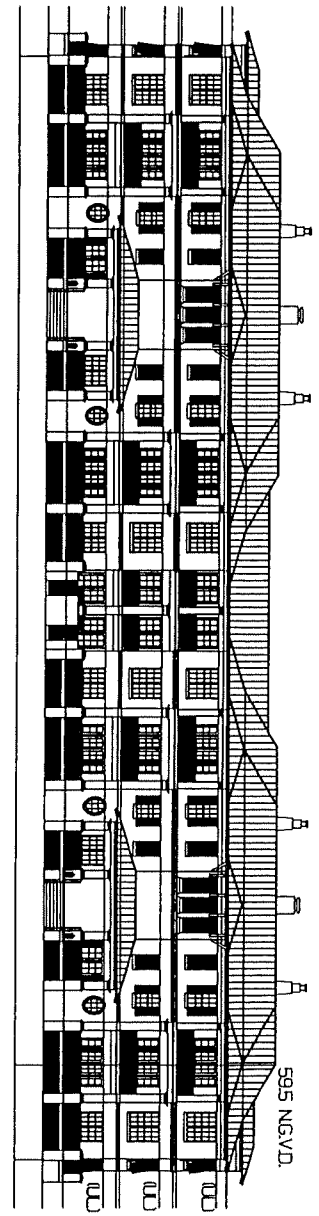
PALM ISLAND NO. 2.  
A CONDOMINIUM

DAVID M. JONES  
PROFESSIONAL SURVEYOR & MAPPER  
3899 39TH SQUARE  
VERO BEACH, FL. 32960  
(772) 567-9875

1" = 30'

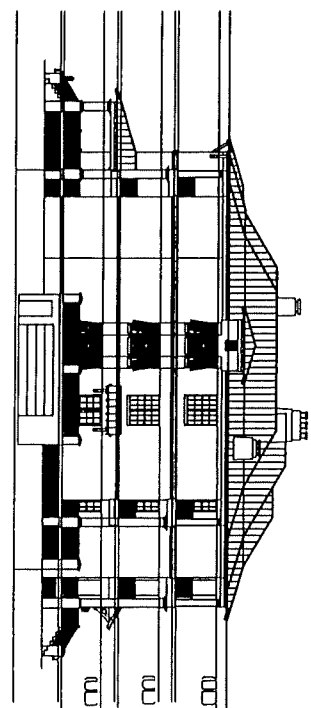


WEST ELEVATION



595 NG.V.D.  
4800 NG.V.D.  
4000 NG.V.D.  
THIRD FLOOR  
3662 NG.V.D.  
2862 NG.V.D.  
SECOND FLOOR  
2829 NG.V.D.  
1729 NG.V.D.  
FIRST FLOOR  
722 NG.V.D.  
GARAGE FLOOR

SOUTH ELEVATION



4800 NG.V.D.  
4000 NG.V.D.  
THIRD FLOOR  
3662 NG.V.D.  
2862 NG.V.D.  
SECOND FLOOR  
2829 NG.V.D.  
1729 NG.V.D.  
FIRST FLOOR  
722 NG.V.D.  
GARAGE FLOOR

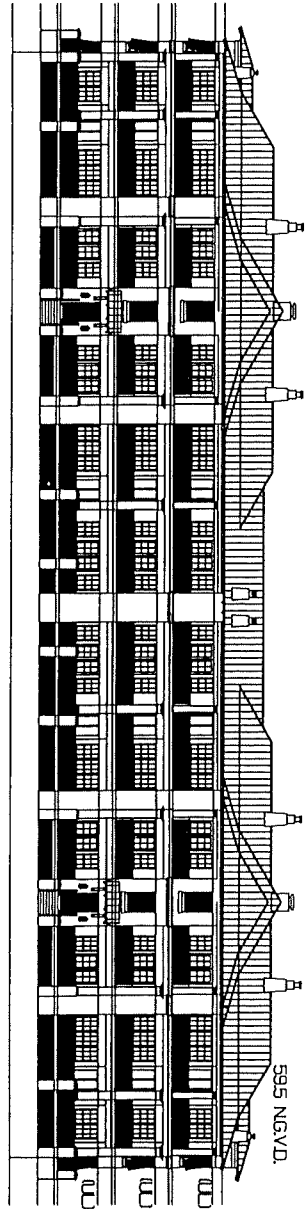
PALM ISLAND NO. 2,  
A CONDOMINIUM

DAVID M. JONES

PROFESSIONAL SURVEYOR & MAPPER

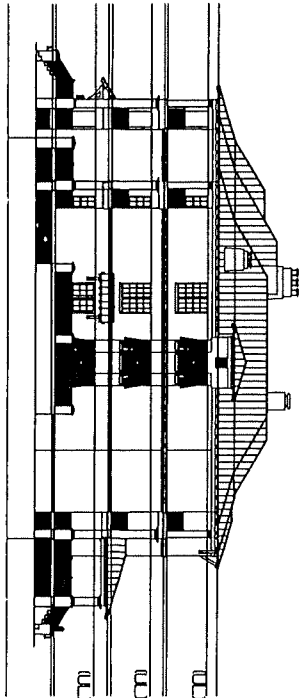
3899 39TH SQUARE  
(772)567-9875 VERO BEACH, FL 32960

1" = 30'



EAST ELEVATION

4800 NG.V.D.  
 4000 NG.V.D.  
 THIRD FLOOR  
 3662 NG.V.D.  
 2862 NG.V.D.  
 SECOND FLOOR  
 2629 NG.V.D.  
 1729 NG.V.D.  
 FIRST FLOOR  
 722 NG.V.D.  
 GARAGE FLOOR



NORTH ELEVATION

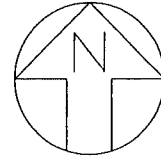
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 4000 NG.V.D.  
 THIRD FLOOR  
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 2862 NG.V.D.  
 SECOND FLOOR  
 2529 NG.V.D.  
 1729 NG.V.D.  
 FIRST FLOOR  
 722 NG.V.D.  
 GARAGE FLOOR

PALM ISLAND NO. 2.  
A CONDOMINIUM

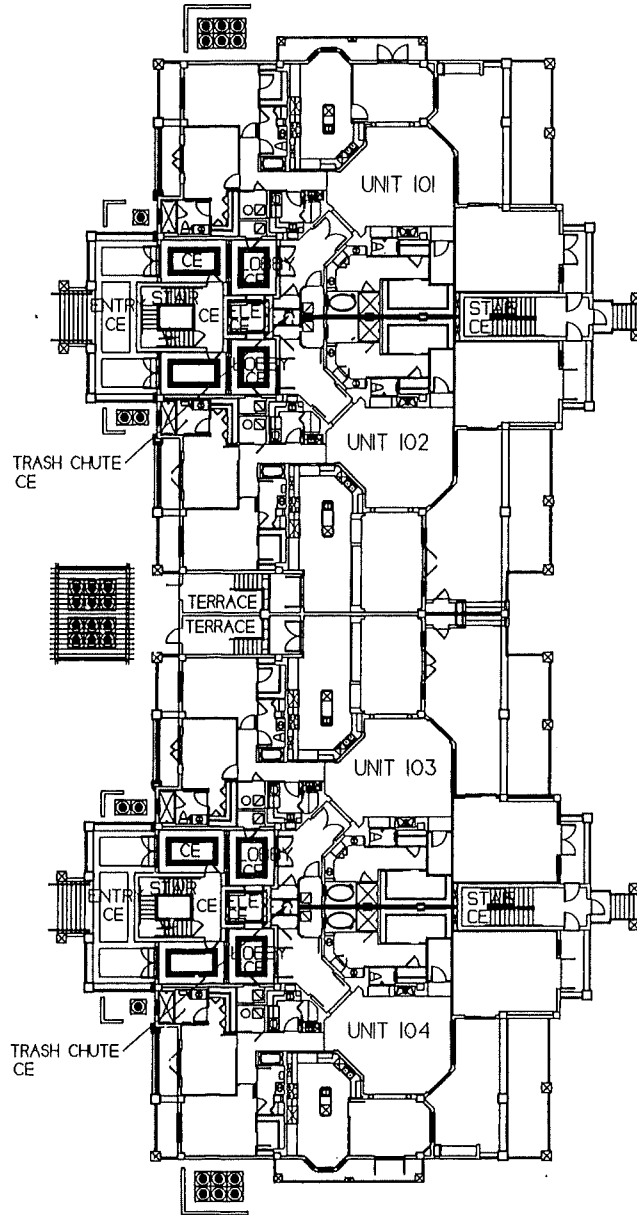
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(772)567-9875

# 1ST FLOOR PLAN



1" = 30'



### ABBREVIATIONS

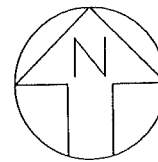
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- CONC. CONCRETE
- ELEV. ELEVATOR
- (M) MEASURED
- N.G.V.D. NATIONAL GEODETIC VERTICAL DATUM
- N/D NAIL WITH DISK
- O.R.B. OFFICIAL RECORDS BOOK
- P.C.P. PERMANENT CONTROL POINT
- (P) PLAT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- P.R.M. PERMANENT REFERENCE MONUMENT
- P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.C.P. REINFORCED CONCRETE PIPE
- R/W RIGHT OF WAY
- TYP. TYPICAL
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT
- MECH - MECHANICAL
- A/C - AIR CONDITIONING
- SF - SQUARE FEET

PALM ISLAND NO. 2.  
A CONDOMINIUM

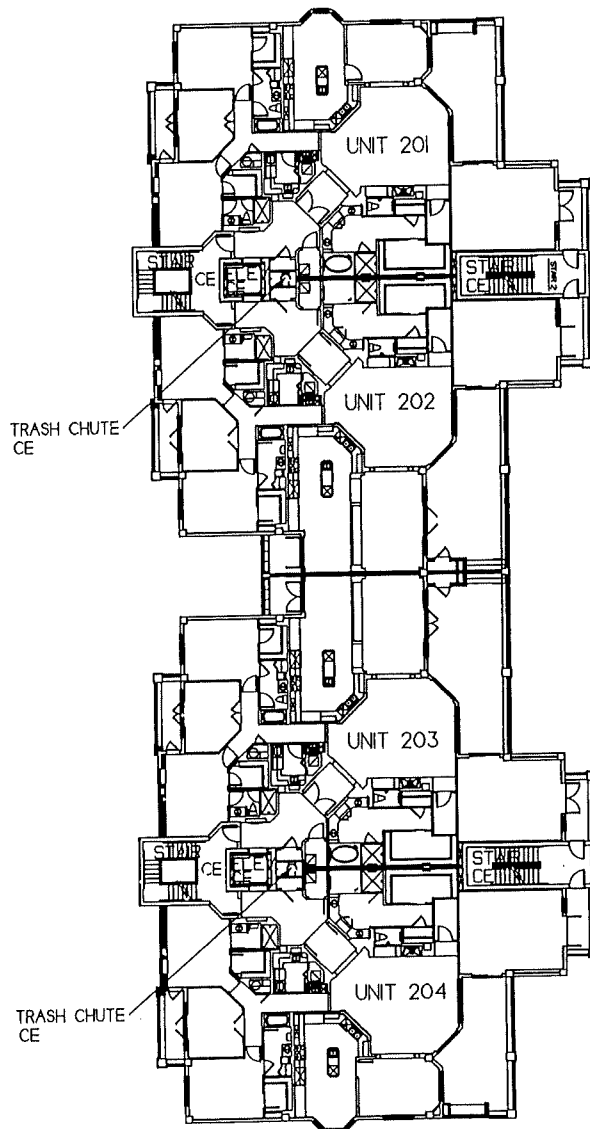
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# 2ND FLOOR PLAN



1" = 30'



### ABBREVIATIONS

C.M.P.	CORRUGATED METAL PIPE
CONC.	CONCRETE
ELEV.	ELEVATOR
(M)	MEASURED
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
N/D	NAIL WITH DISK
O.R.B.	OFFICIAL RECORDS BOOK
P.C.P.	PERMANENT CONTROL POINT
(P)	PLAT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT
P.U. & D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.C.P.	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
TYP.	TYPICAL
CE	- COMMON ELEMENT
LCE	- LIMITED COMMON ELEMENT
MECH	- MECHANICAL
A/C	- AIR CONDITIONING
SF	- SQUARE FEET

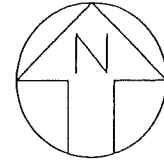
PALM ISLAND NO. 2.  
A CONDOMINIUM

DAVID M. JONES

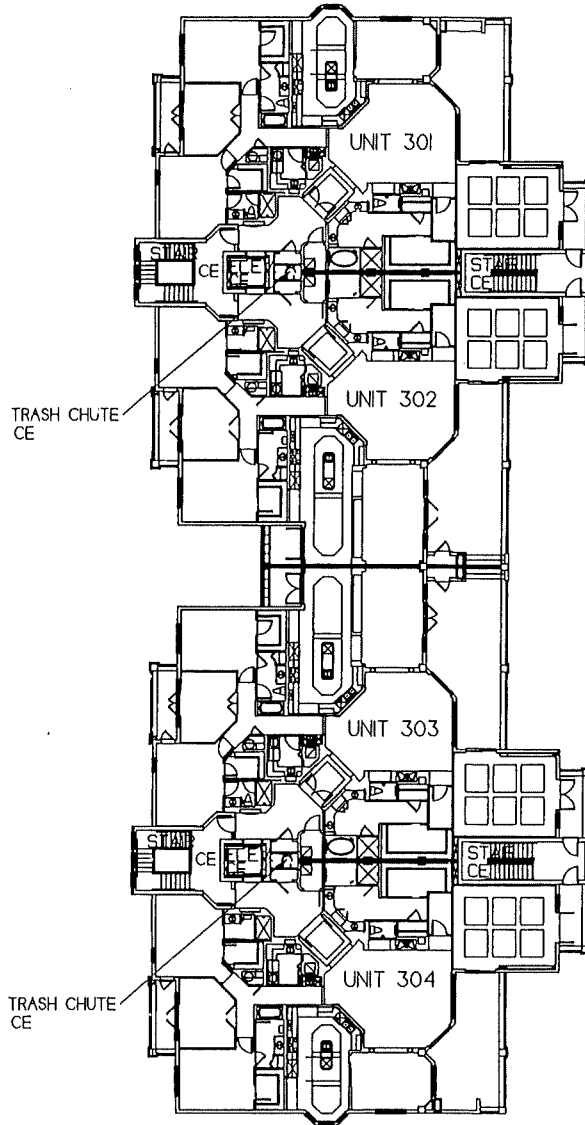
PROFESSIONAL SURVEYOR & MAPPER

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# 3RD FLOOR PLAN



1" = 30'



### ABBREVIATIONS

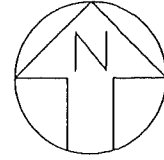
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CONC.	CONCRETE
ELEV	ELEVATOR
(M)	MEASURED
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
N/D	NAIL WITH DISK
O.R.B.	OFFICIAL RECORDS BOOK
P.C.P.	PERMANENT CONTROL POINT
(P)	PLAT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.M.	PERMANENT REFERENCE MONUMENT
P.U. & DE.	PUBLIC UTILITY & DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
R.C.P.	REINFORCED CONCRETE PIPE
R/W	RIGHT OF WAY
TYP.	TYPICAL
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
MECH	MECHANICAL
A/C	AIR CONDITIONING
SF	SQUARE FEET

PALM ISLAND NO. 2,  
A CONDOMINIUM

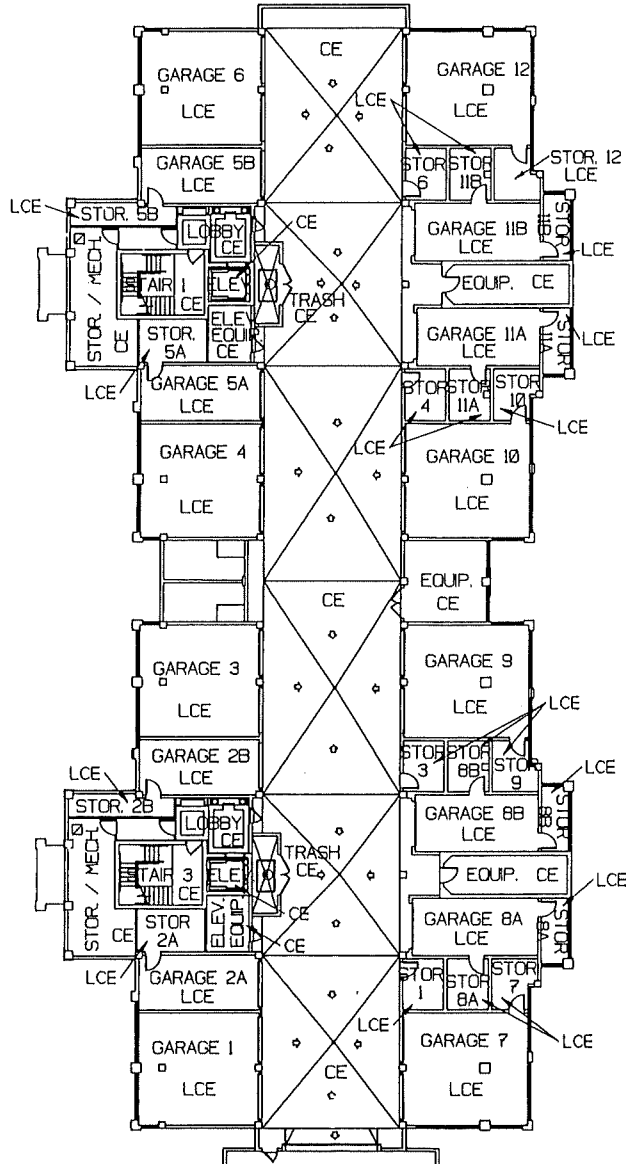
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# GARAGE FLOOR PLAN



1" = 30'



### ABBREVIATIONS

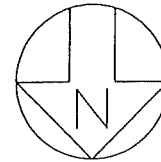
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- CONC. CONCRETE
- ELEV. ELEVATION
- (M) MEASURED
- NG.V.D. NATIONAL GEODETIC VERTICAL DATUM
- N/D NAIL WITH DISK
- ORB. OFFICIAL RECORDS BOOK
- P.C.P. PERMANENT CONTROL POINT
- (P) PLAT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PRM. PERMANENT REFERENCE MONUMENT
- P.U. & DE. PUBLIC UTILITY & DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- R.C.P. REINFORCED CONCRETE PIPE
- R/W RIGHT OF WAY
- TYP. TYPICAL
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT
- MECH - MECHANICAL
- A/C - AIR CONDITIONING
- SF - SQUARE FEET

PALM ISLAND NO. 2,  
A CONDOMINIUM

DAVID M. JONES

PROFESSIONAL SURVEYOR & MAPPER

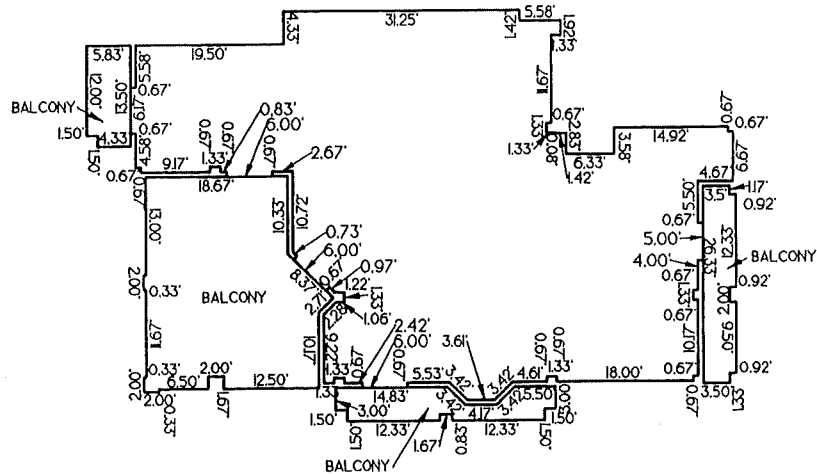
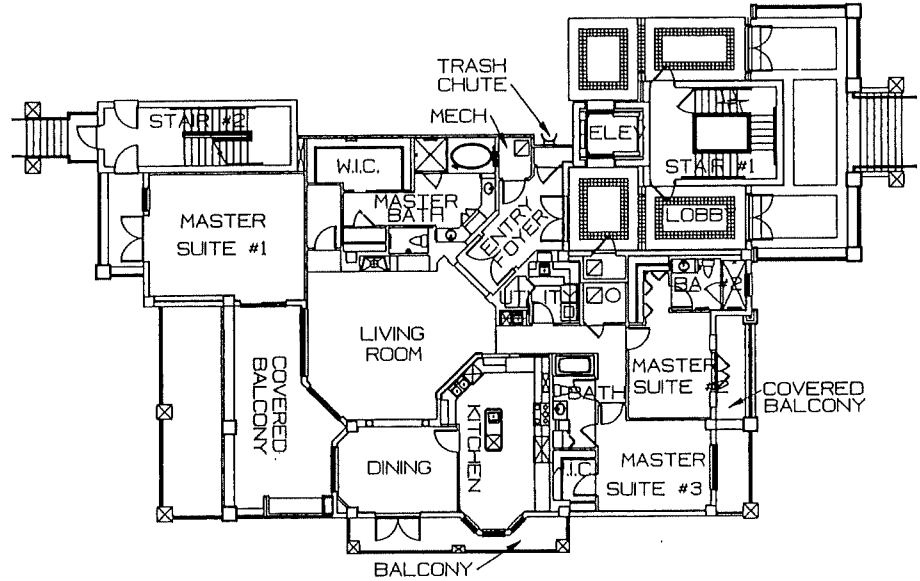
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# UNIT 101 FLOOR PLAN AND UNIT BOUNDARY



1" = 20'



### ABBREVIATIONS

- CONC. CONCRETE
- ELEV. ELEVATOR
- NG.V.D. NATIONAL GEODEIC VERTICAL DATUM
- O.R.B. OFFICIAL RECORDS BOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- TYP. TYPICAL
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT
- MECH - MECHANICAL
- A/C - AIR CONDITIONING
- SF - SQUARE FEET
- MECH - MECHANICAL
- BA - BATH
- W.I.C. - WALK IN CLOSET

UNIT 101 - AREA TABULATION DATA	
UNIT A/C SPACE	2,685 SQ. FT.
TOTAL BALCONY	894 SQ. FT.
TOTAL GROSS AREA	3,579 SQ. FT.

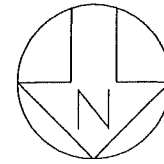
PALM ISLAND NO. 2,  
A CONDOMINIUM

DAVID M. JONES  
PROFESSIONAL SURVEYOR & MAPPER

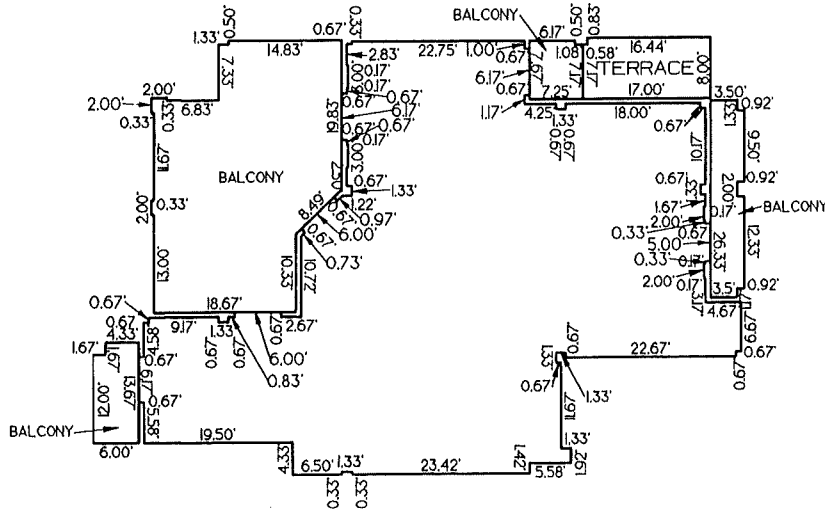
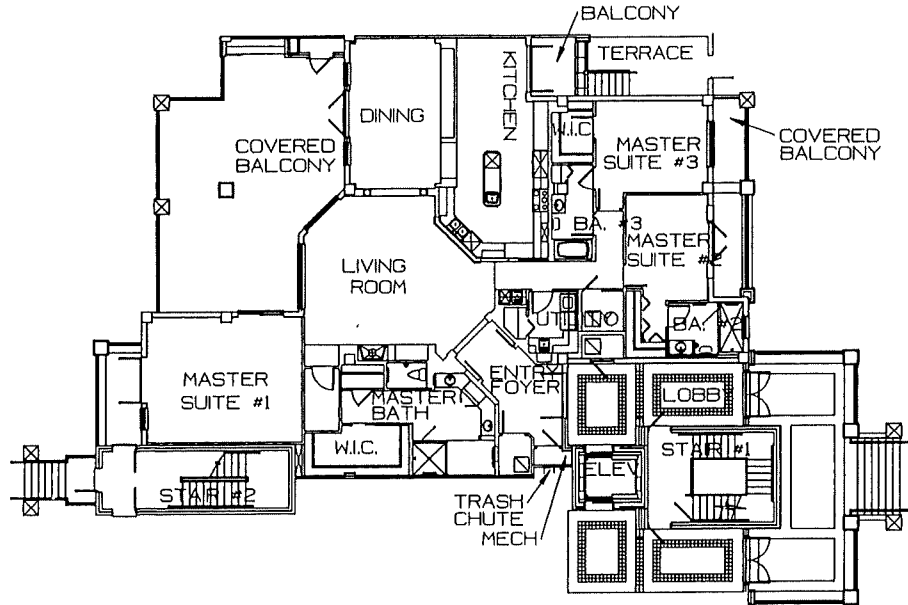
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(772)567-9875 VERO BEACH, FL 32960



# UNIT 102 FLOOR PLAN AND UNIT BOUNDARY



1" = 20'



**ABBREVIATIONS**

- CONC. CONCRETE
- ELEV. ELEVATOR
- NG.V.D. NATIONAL GEODEIC VERTICAL DATUM
- ORB. OFFICIAL RECORDS BOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- TYP. TYPICAL
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT
- MECH - MECHANICAL
- A/C - AIR CONDITIONING
- SF - SQUARE FEET
- MECH - MECHANICAL
- BA. - BATH
- W.I.C. - WALK IN CLOSET

UNIT 102 - AREA TABULATION DATA	
UNIT A/C SPACE	2,873 SQ. FT.
TOTAL BALCONY	993 SQ. FT.
TERRACE	135 SQ. FT.
<b>TOTAL GROSS AREA</b>	<b>4,001 SQ. FT.</b>

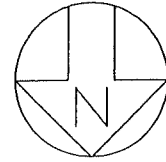
PALM ISLAND NO. 2.  
A CONDOMINIUM

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

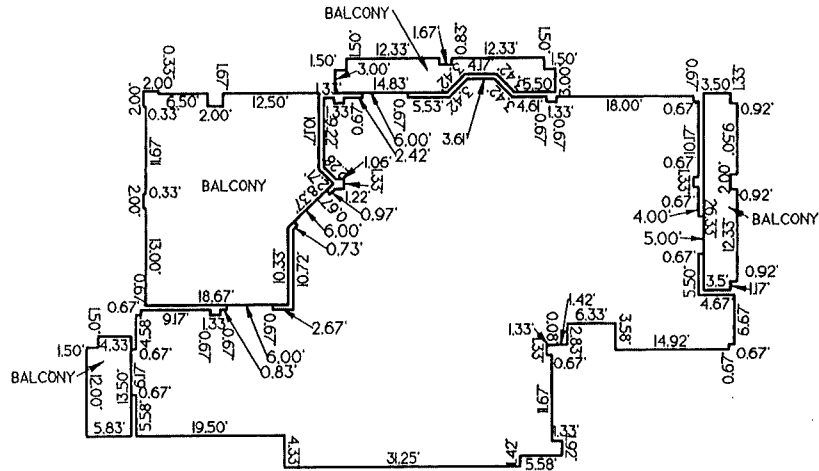
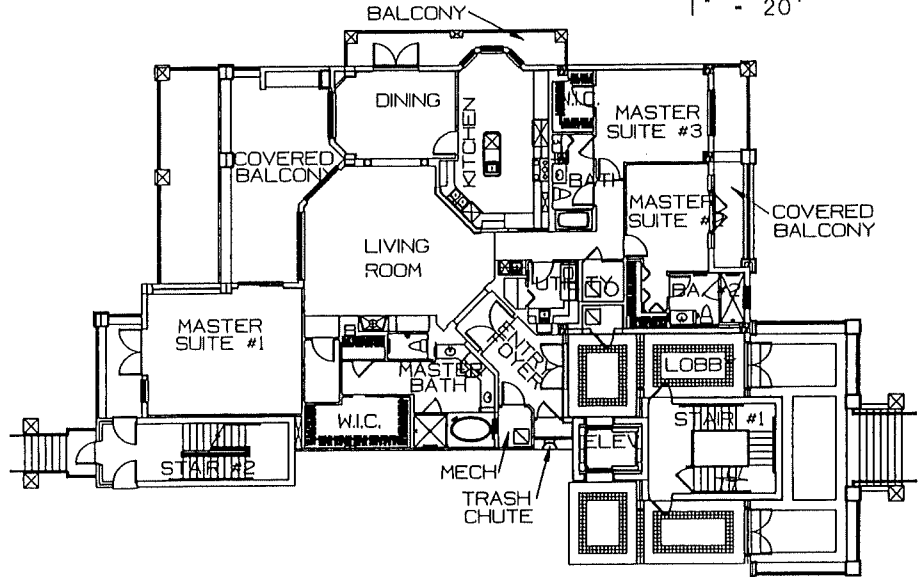
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# UNIT 104 FLOOR PLAN AND UNIT BOUNDARY



1" = 20'



**ABBREVIATIONS**

- CONC. CONCRETE
- ELEV. ELEVATOR
- NG.V.D. NATIONAL GEODETIC VERTICAL DATUM
- O.R.B. OFFICIAL RECORDS BOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- TYP. TYPICAL
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT
- MECH - MECHANICAL
- A/C - AIR CONDITIONING
- SF - SQUARE FEET
- MECH - MECHANICAL
- BA - BATH
- W.I.C. - WALK IN CLOSET

UNIT 104 - AREA TABULATION DATA		
UNIT A/C SPACE	2,685	SQ. FT.
TOTAL BALCONY	894	SQ. FT.
TOTAL GROSS AREA	3,579	SQ. FT.

PALM ISLAND NO. 2,  
A CONDOMINIUM

**DAVID M. JONES**

PROFESSIONAL SURVEYOR & MAPPER

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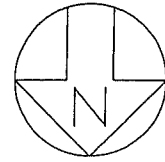




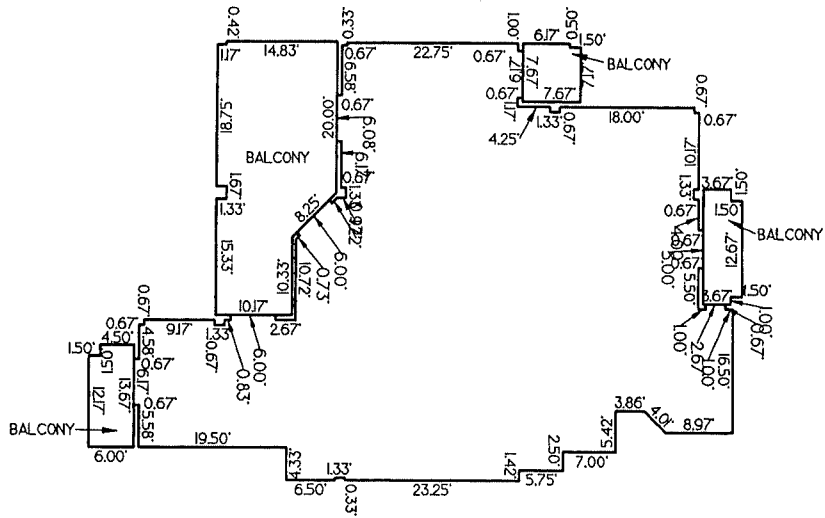
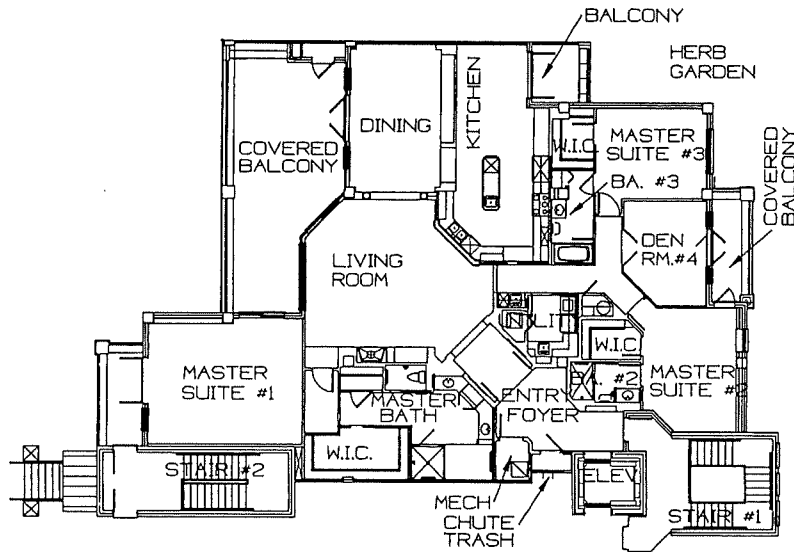




# UNIT 302 FLOOR PLAN AND UNIT BOUNDARY



1" = 20'



UNIT 302 - AREA TABULATION DATA	
UNIT A/C SPACE	3103 SQ. FT.
TOTAL BALCONY	710 SQ. FT.
TOTAL GROSS AREA	3,813 SQ. FT.

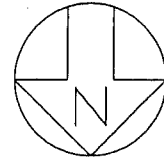
- ABBREVIATIONS
- CONC. CONCRETE
  - ELEV. ELEVATOR
  - NG.V.D. NATIONAL GEODETIC VERTICAL DATUM
  - O.R.B. OFFICIAL RECORDS BOOK
  - P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCEMENT
  - TYP. TYPICAL
  - CE - COMMON ELEMENT
  - LCE - LIMITED COMMON ELEMENT
  - MECH - MECHANICAL
  - A/C - AIR CONDITIONING
  - SF - SQUARE FEET
  - MECH - MECHANICAL
  - BA - BATH
  - W.I.C. - WALK IN CLOSET

PALM ISLAND NO. 2,  
A CONDOMINIUM

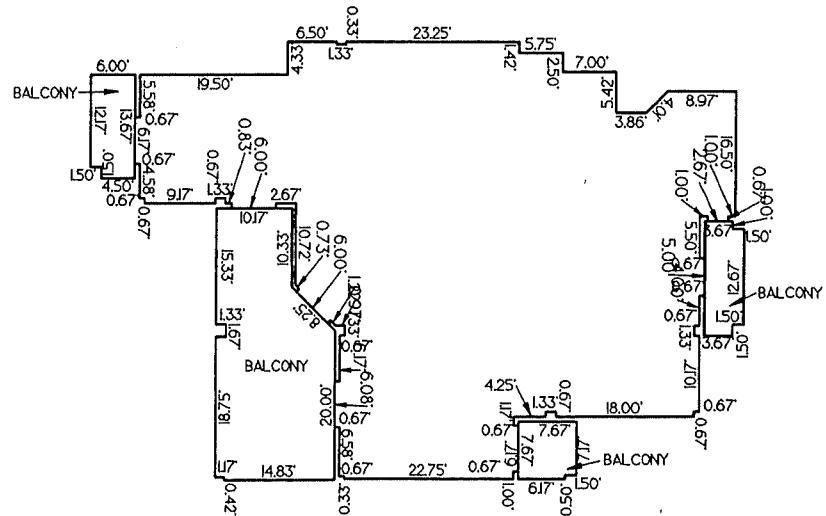
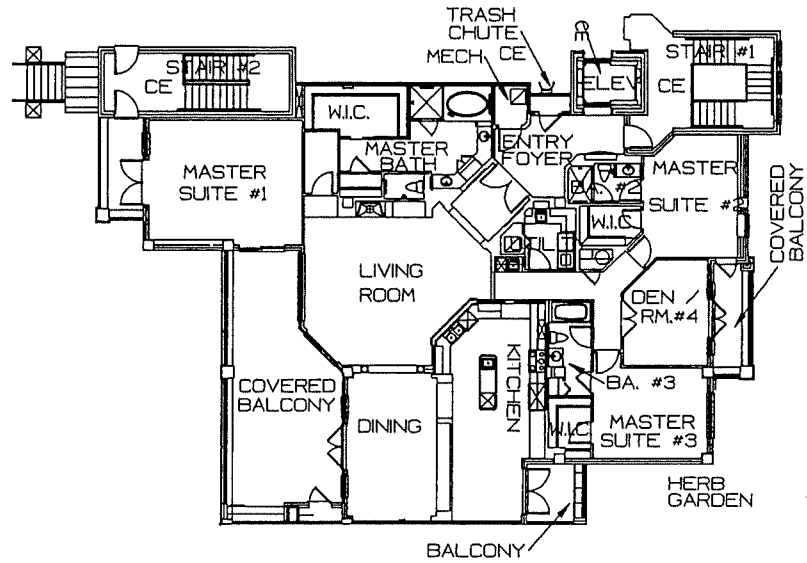
DAVID M. JONES  
PROFESSIONAL SURVEYOR & MAPPER

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

# UNIT 303 FLOOR PLAN AND UNIT BOUNDARY



1" = 20'



**ABBREVIATIONS**

- CONC. CONCRETE
- ELEV. ELEVATOR
- NG.V.D. NATIONAL GEODETTIC VERTICAL DATUM
- OR.B. OFFICIAL RECORDS BOOK
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- TYP. TYPICAL
- CE - COMMON ELEMENT
- LCE - LIMITED COMMON ELEMENT
- MECH. MECHANICAL
- A/C - AIR CONDITIONING
- SF - SQUARE FEET
- MECH - MECHANICAL
- BA - BATH
- W.I.C. - WALK IN CLOSET

UNIT 303 - AREA TABULATION DATA	
UNIT A/C SPACE	3103 SQ. FT.
TOTAL BALCONY	710 SQ. FT.
TOTAL GROSS AREA	3,813 SQ. FT.

PALM ISLAND NO. 2.  
A CONDOMINIUM

**DAVID M. JONES**  
PROFESSIONAL SURVEYOR & MAPPER  
3899 39TH SQUARE  
VERO BEACH, FL 32960  
(772) 567-9875



*Exhibit "B"*

*Percentage Shares of Common Elements, Common  
Expenses and Common Surplus*

**PALM ISLAND PLANTATION NO. 2, A CONDOMINIUM**

**PERCENTAGE SHARES OF OWNERSHIP OF  
COMMON ELEMENTS AND COMMON SURPLUS**

The Unit Owners shall own the following percentages of the common elements and common surplus, and shall be obligated for the same percentages of the common expenses - which percentages have been calculated based upon the square footage of each type of unit in relation to the total square footage of all units in the condominium.

Unit:	Unit Square Footage	Percentage Share of Common Elements and Common Surplus
101	3579	3579/44,212
102	4001	4001/44,212
103	4001	4001/44,212
104	3579	3579/44,212
201	3450	3450/44,212
202	3813	3813/44,212
203	3813	3813/44,212
204	3450	3450/44,212
301	3450	3450/44,212
302	3813	3813/44,212
303	3813	3813/44,212
<u>304</u>	<u>3450</u>	<u>3450/44,212</u>
Total:	44,212	100.00