

SECOND AMENDED AND RESTATED  
DECLARATION OF SNUG HARBOR,

A CONDOMINIUM

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CAROLYN TIMMANN  
MARTIN COUNTY CLERK

IN THE COUNTY OF MARTIN AND STATE OF FLORIDA

PREAMBLE: From time to time Snug Harbor Yacht Club, Inc. amends, clarifies and updates its Declaration of Condominium, including the covenants, conditions and restrictions stated therein. The first Declaration was recorded in 1974, and was then restated in 2010. This is the second restatement of the Declaration.

WHEREAS, SNUG HARBOR CORPORATION, a Florida Corporation, sometimes hereinafter designated as "Corporation" and THE PROPRIETOR'S ASSOCIATION, an Illinois corporation, held record title to certain real property hereinafter described in December, 1974; and

WHEREAS, said property has been subdivided into lots, roads, easements, alleys, as shown on the recorded Plats of SNUG HARBOR CORP. 1946, Plat Book 2 pages 47 and 48, and in MINOR PLAT NO. 1, recorded in 1974 in Plat Book 6, page 41, Martin County, Florida, public records, and has been improved by construction of single-family dwelling houses with appurtenant structures, improved streets and public utility services; and

WHEREAS, the said SNUG HARBOR was managed and operated under an agreement by and between SNUG HARBOR CORPORATION and THE PROPRIETOR'S ASSOCIATION (an Illinois non-profit corporation), dated October 2, 1946, and recorded in Deed Book 52, page 332, etc., Martin County records, the respective proprietors as therein defined, and the by-laws, rules and regulations of THE PROPRIETOR'S ASSOCIATION; and

WHEREAS, two of the lots shown on said recorded plats, namely, Lots 10 and 11 in Block "A" have been improved by construction thereon of a boat basin and marina and have heretofore been conveyed by SNUG HARBOR CORPORATION to THE PROPRIETOR'S ASSOCIATION, an Illinois corporation, by deed recorded in Deed Book 75, Page 128, etc., and a third Lot, 15 in Block C has also been conveyed by deeds recorded in Official Records Book 372, page 1271 etc. and page 1273 etc., Martin County records; and

WHEREAS SNUG HARBOR CORPORATION conveyed on or about January, 1975, to the various proprietors by general warranty deed in fee simple the respective lots in the subdivision, in which such proprietors had acquired proprietary interests governed by Proprietary Agreements which shall have been entered into; and

WHEREAS, by unanimous resolution of its Board of Directors, THE PROPRIETOR'S ASSOCIATION elected not to cause a "successor corporation" to be organized; and

WHEREAS, at the Annual Meeting of the membership holders of THE PROPRIETOR'S ASSOCIATION held February 12, 1974, at which a quorum was represented in person or by proxy, a resolution was duly adopted by a vote of at least two-thirds of the membership confirming the action of the Board of Directors in electing not to cause a "successor corporation" to be organized and confirming the further action of the Board of Directors in causing this Declaration and the supporting documents and exhibits to be prepared for execution by the Officers and the individual members who elect to join in and consent to the Declaration, and authorizing a written request by the Association that the Corporation join in the Declaration and convey the respective "premises" or units to the various proprietors according; and

WHEREAS, the Corporation and THE PROPRIETOR'S ASSOCIATION previously established by this Declaration a plan for submitting said property to condominium ownership, subject to the consents of the several proprietors, individually and as members of THE PROPRIETOR'S ASSOCIATION:

SNUG HARBOR CORPORATION, as developer of Exhibit "A" attached hereto and made a part hereof, excepting Lots 10 and 11 in Block "A" and Lot 15 in Block "C", and THE PROPRIETOR'S ASSOCIATION, as owner of Lots 10 and 11 in Block "A" and Lot 15 in Block "C", made a Declaration, as recorded at Official Records Book 381, Page 1063 et seq. (1974), and amended at Official Records Book 401, Page 447 et seq. (1976), and at Official Records Book 470 pages 2463 and 2464 (1979), and Official Records Book 892 pages 2252-2254 (1991) and at Official Records Book 932, Page 2079 et seq. (1991), and Official Records Book 1221 pages 842-843 (1997). The Declaration, revised and restated in Official Records Book 2460 pages 841-879 (2010), revised again herein (2014), specified that said Declaration constituted covenants to run with the land and shall be binding on SNUG HARBOR CORPORATION, its successors and assigns and also on THE PROPRIETOR'S ASSOCIATION, its successors and assigns, and all present and subsequent owners of all or any part of said described real property and improvements, together with their grantees, successors, executors, administrators, heirs and assigns:

A. SNUG HARBOR CORPORATION, as developer, joined by THE PROPRIETOR'S ASSOCIATION, submitted the condominium property, herein described, to condominium ownership and established an ownership whereby said condominium property consists of seventy-two (72) condominium parcels. As

of May 28, 1976 recording of the Certificate of Adoption of this amendment, Units 15 and 16 in Block "B" were consolidated into one unit to be designated as Unit 15 in said Block "B" as shown on the Revised Exhibit "B3" attached hereto and made a part thereof.

The name by which the condominium is identified is SNUG HARBOR, a condominium.

The legal description of the land included and of the easements created and hereby confirmed are shown in and on Exhibit "A" and Exhibits B1, B2 and Revised Exhibit "B3" attached hereto and made a part hereof. The portions of the land which are not part of units are the COMMON ELEMENTS of Snug Harbor and are appurtenances to the lots therein and cannot be conveyed, transferred or encumbered unless approved by one hundred percent (100%) of all unit owners. An encroachment agreement on lot 11 has been recorded in O.R book 2733 page 2489 allowing vegetation to be planted along its southern border.

An identification of each unit is as follows:

Each unit shall be identified by letters and numbers in series, namely: NORTH AND EAST OF ST. LUCIE BOULEVARD: 0-9 inclusive and 12-24 inclusive, in Block "A"; 1-15 inclusive and 17 in Block "B"; 1 to 14 inclusive in Block "C"; and

SOUTH AND WEST OF ST. LUCIE BOULEVARD: 1-A, 1-B and 2 to 18 Inclusive, hereinafter referred to as Block MP as described in section E.

And shall consist of lots and parts of lots shown on the Snug Harbor recorded plats, all according to the Exhibit "B1, B2 and B3 ", attached herein and made a part of this revised declaration .

Survey of the land showing where each unit is located, and the Plot Plan thereof, together with a Certificate of George W. Carr, Registered Land Surveyor, State of Florida No. 2365 and 2365-A from Plat Book 2 pages 47 and 48 and the building lines therein attached as Exhibit B1 (two pages), a Certificate of James E. Brock, Registered Land Surveyor, State of Florida, of Stuart, Florida, Certificate No. 688 showing the 'Minor Plat', Block MP, is attached hereto, marked Exhibit "B2" and made a part hereof, as if fully set forth herein, to identify the COMMON ELEMENTS, each unit and their relative locations and approximate dimensions. A revised survey of the land showing where each unit is located, and the plot plan thereof, together with a Certificate of Lee Brock, Registered Land Surveyor, State of Florida, Certificate No. 2157 of Stuart, Florida, is attached hereto, marked

Revised Exhibit "B3" and made a part hereof, as if fully set forth herein, to identify the COMMON ELEMENTS, and each unit along with their relative locations and approximate dimensions.

The undivided shares stated as fractions in the COMMON ELEMENTS, which are appurtenant to each of the units, are as follows:

Each unit owner has a  $1/72$ nd interest.

G. The portions and manner of sharing COMMON expenses and owning COMMON surplus, is as follows: The portions and manner of sharing COMMON expenses, are determined and established by the SNUG HARBOR YACHT CLUB, INC., a Florida not for profit corporation, hereinafter called ASSOCIATION. Regular assessments made against unit owners shall from time to time be fixed and determined by the, Board of Governors for the sum or sums necessary and adequate for the continued operation, administration and management of the condominium property. It shall determine the total amount required, including the operation items, such as taxes, management, administration, insurance, repairs, maintenance and other COMMON expenses. The amount of the regular assessments against each unit owner, shall be fixed and determined by the ASSOCIATION as required by Florida Statute 718.111, and every unit owner shall pay for each unit owned, the same proportionate share as the undivided interest in the COMMON ELEMENTS that is appurtenant to each such unit owned as determined under Paragraph F., except as herein provided.

H. Users of docks and other special privileges shall be charged additional amounts for such privileges. The ASSOCIATION may from time to time create a reserve or surplus fund for the payment of COMMON expenses. The ownership of COMMON surplus by the unit owner shall be the same fraction as the undivided shares of the COMMON ELEMENTS owned by the unit owner. The power and authority to determine and establish the amount of assessments, above provided for, shall be vested only in the ASSOCIATION. The ASSOCIATION may in its discretion from time to time make additional alterations and/or substantial improvements and additions to the COMMON ELEMENTS and assess the unit owners therefore as COMMON expenses, if such assessments are first voted and approved by the owners of not less than two thirds ( $2/3$ ) of the units at an annual meeting or a special meeting called for that purpose, and provided that the amount to be assessed each unit and the use to be made thereof shall have been clearly stated in the notice of the meeting.

I. In addition to all annual and special assessments, each unit owner, at the time of acquisition of title, shall make a capital contribution to the Association. The funds

received on account of such capital contributions may be used as contributions to reserves, or, for any lawful purpose for which Common expenses assessments may be used. The exact amount of the capital contribution shall be determined by a vote of the unit owners. If no vote is taken to determine the amount, it shall be \$6,500. Such capital contribution shall be mandatory and a prerequisite for the Association's approval of any transfer of title, regardless of how and to whom title is transferred.

Voting rights of owners of units are as follows: Each eligible unit owner shall have two (2) votes for each unit owned regardless of the number of joint owners of said unit, so that there will be a maximum of one hundred forty-four (144) votes for the entire condominium and each unit will be represented by two (2) votes. Eligibility is defined in the Bylaws by Article 1 section 6.

Method of Amendment of Declaration is as follows:

Every amendment shall first be approved by a two-thirds (2/3) vote of the eligible unit owners, shall be evidenced by a certificate executed and recorded with formalities of a Deed and shall include the recording data identifying the Declaration. An Amendment may change any condominium parcel only with the record owner thereof and all record owners of liens thereon, joining in the execution of the Amendment.

#### J. By-Laws.

A copy of the By-Laws of the Association is hereto attached, marked Exhibit "C" and made a part hereof, as if fully set forth herein.

The name of the Association is as follows:

SNUG HARBOR YACHT CLUB, INC., a corporation incorporated under the laws of the State of Florida. A copy of the Articles of Reincorporation of the Association are attached as Exhibit "D" and made a part hereof.

#### Other Provisions: Statement of Purpose.

The primary object of the condominium is to operate, manage, and maintain the property on a mutual and cooperative basis for the fulfillment of the housing needs of its unit owners, with additional healthful, recreational, and social benefits afforded by a Waterfront Community.

Some of the important considerations and purposes of the project are that the individual unit owners and their prospective transferees be of good moral character, that they have understanding of the rights of other owners, be cooperative with other members, be of like character and have common interests, be willing to serve the project for the mutual benefit of all the unit owners and respect the privacy and tranquility of other owners.

## 2. Powers of the Board.

The business and affairs of the Association shall be managed by its Board of Governors. The powers of the board include, but are not limited to, the maintenance, management, and operation of the condominium property. The board may institute legal actions, place liens on property, maintain, settle, or appeal such actions or hearings in its name on behalf of all unit owners concerning matters of common interest to most or all unit owners, and take all other such actions as authorized by this Declaration and Florida Statutes 718 and 617, except as limited herein or by SHYC Articles and Bylaws.

## 3. Responsibility of Maintenance and Repair:

The maintenance, operation, and management of the COMMON ELEMENTS shall be the responsibility of the Association.

The unit owner shall keep the exterior of the improvements on his land, the landscaping thereof, and all fixtures for plumbing, gas and electrical belonging thereto in good repair and appearance, and the Association shall not be held answerable for any repairs in or to said unit, or for any damages caused thereto for any reason whatsoever.

The Association may from time to time clear and/or mow any occupied or vacant unit or lot and may assess the cost plus \$25 or 15% whichever is greater of such clearing and/or mowing to the individual owner in addition to his regular assessment.

## 4. Building, Use Restrictions and Covenants:

All plans for construction must be submitted to the Architectural Review Committee and be approved by the Board to ensure consistency with all use restrictions including those defined by the terms of existing recorded Proprietary Agreements (as set out in Exhibit E}, and those recorded in the 1974 Declaration, as amended in 2010. All such use restrictions (except as to the "COMMON ELEMENTS") are now incorporated into this Second Amended Declaration,

including those governing Units with Proprietary Agreements, and those for which no Proprietary Agreements are known. Any conflicts that may remain, however, are resolved in favor of the current Declaration. Therefore use restrictions for ALL Units shall be as follows:

(a) The lot or unit owner shall not erect or construct, cause or permit to be erected or constructed, or cause or permit to remain or exist any building or structure of any character or description (see Definitions, Exhibit F) upon his lot or condominium unit in violation of any of the provisions of this paragraph L. 4.

(b) The final, stamped architectural/engineering plans and specifications of any permanent building or other structure, prior to its being erected or constructed upon said premises, shall first be approved in writing by the Association's Board of Governors after initial approval and recommendation by the Architectural Review Committee (see Section 9: Rules). In addition, the construction must be permitted as required by Martin County prior to being built in Snug Harbor.

(c) The building lines are more restrictive than elsewhere in Martin County and help make us the special community we are. Building lines are setbacks beyond which construction is forbidden or extremely limited. Certain buildings and structures as herein provided shall be erected or constructed or permitted to remain or exist upon said premises shall be as follows: A front setback line of 40 feet on both sides of St. Lucie Boulevard; a set-back line of 30 feet both sides of Wells Road; a side-line setback of 15 feet on each side; and a rear line set-back of 5 feet; for properties covered by Proprietary Agreements, the setbacks are as stated therein and are summarized in Exhibit E. Waterfront setbacks, shown in Exhibits B1 and E, are irregular and must be determined by survey.

(d) Properties that have duly executed variances to the regulations are appended herein as a series of Resolutions. Buildings and structures that have not been so approved shall not be added to or enlarged in any manner without approval by the board and 2/3 of the residents as required and described below.

(e) Except as provided in (f) and (g) below, no permanent structure or building or part thereof, except the eaves and outside stairs thereof, shall be erected or constructed, or permitted to remain or exist upon said premises beyond the building lines thereof.

(f) Release and/or variance from any of these use restrictions can only be accomplished for properties that do NOT have a Proprietary Agreement if a. the application is supported by the adjoining property owners, and/or neighboring unit owners who may be in view of the proposed work, and b. the Board of Governors. As a final step c. for properties that ARE covered by a proprietary agreement,

written approval of such release or variance must then be obtained from two-thirds (2/3) of all unit owners of Snug Harbor as defined in the Bylaws. The Board of Governors shall establish criteria, forms and procedures to be utilized by a unit owner and will oversee the process to request a release or variance.

(g) Fences or walls not to exceed six feet in height may be installed along the side and rear property lines in accordance with the Martin County building code, however, in keeping with the open character of the community, no fence or wall shall be erected or constructed, or be permitted to remain or exist upon said premises beyond the waterfront building lines. No fence or wall shall be allowed along the street side of the property without explicit recommendation by the Architectural Review Committee and approval by the Board. Likewise, walkways and driveways that intrude on setbacks must be approved by the Architectural Review Committee and the Board.

(h) The permanent buildings on said premises shall be limited to a single-family dwelling house built in place. Modular or manufactured homes and trailers are not allowed for dwelling purposes. The height of the dwelling house may extend no more than thirty five feet (35') from the highest elevation of the street fronting the property to the highest part of the roof. A guest house, and such of the following as are approved in writing by the Association may also be constructed: Pump houses, tool houses, storage houses, lath houses, a garage, and other service buildings, provided, however, that such guest house shall contain a total floor area not in excess of fifty percent (50%) of the total floor area of the dwelling house. Such guest house and garage shall conform in architecture to the dwelling house, and shall be attached thereto or situated between the dwelling house and the rear building line of said premises, and provided further that such permanent buildings as require the approval of the Association shall be embellished and kept embellished by the planting and maintenance of hedges, shrubs, trees, vines and other vegetation to the extent and in the manner approved in writing from time to time by the Association. Other restrictions are described in the Architectural Review Committee documents. See also "Signs" section 8 below, and section 9 "Rules".

(i) A single boathouse is allowed and shall not exceed one story in height, nor a height of 18 feet above mean high tide and shall be situated on the shoreline of said premises.

(j) Said premises shall not be occupied for dwelling purposes until there shall be available for use in connection therewith a sewage disposal system approved by Martin County. However, no septic tank shall be erected, constructed, or permitted to remain or exist upon said premises within 50 feet of any public way or within the setback lines of said premises as recorded by the Martin County Court in official record books summarized in Exhibit E.

(k) Said premises and the improvements thereon shall be occupied and used only for single-family residential purposes and for no other purposes whatsoever, and specifically, but without limitation on the foregoing, no part of said premises shall be used or occupied for hospital, sanitarium, rest home, group home, hotel, boarding house, or commercial purposes.

(l) Release and/or waiver variance of from any of these use restrictions can only be accomplished for properties NOT governed by a Proprietary Agreement if  
a. the application is supported by the adjoining property owners, and/or those who may be in view of the proposed work, and b. the Board of Governors. As a final step c. for properties that ARE covered by a proprietary agreement, written approval of such waiver or release or variance is must then be obtained from two-thirds (2/3) of all unit owners of Snug Harbor as defined in the Bylaws. The Board of Directors Governors shall establish criteria, forms and procedures to be utilized by a unit owner and will oversee the process to request a release or waiver variance.

#### 5. Restrictions and limitations of occupancy:

In the event a unit is owned by a corporation or some other non-human entity, then the Association in its sole discretion shall regulate, restrict, and limit the use and occupancy of said unit during the period that it is so owned.

#### 6. Restrictions and limitations upon conveyance, leasing, occupancy, etc.

In order to assure a community of congenial unit owners and thus preserve and protect the value of the condominium units, the conveyance, sales, leasing and mortgaging of the condominium parcels shall be in accordance with the following terms and conditions:

(a) Sale or Lease: No unit owner may dispose of a unit or any interest therein by sale, conveyance, assignment or lease without the approval of the Association, except to another unit owner in Snug Harbor. The approval of the Association shall be obtained in the manner hereinafter provided. No signs listing the unit for sale or lease shall be placed on the condominium property or any condominium unit.

(1) Notice to Association: A unit owner intending on making a bona fide sale of his unit, or any interest therein, or a lease thereof, shall give written notice to the Association of such intention using the form created for this purpose, available from the Snug Harbor website. In the case of selling the unit, the owner shall file a

Notice of Intent within 10 days of listing the property.

(2) Notification of Contract: Upon contract offer, the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require, and the full terms of the proposed transaction shall be supplied to the Association.

(3) Election of Association: Within thirty (30) days after receipt of the contract offer and other required documents by the Association, the proposed transaction shall be approved. Alternatively, a purchaser or lessee approved by the Association who will accept the transaction upon the same terms and at the same price as the "proposed transaction" will be approved. At the election of the said approved purchaser, but upon the same terms, a price will be determined by arbitration as the fair market value in accordance with the Florida Arbitration

Code. However, such purchaser or lessee furnished by the Association may have no less than thirty (30) days subsequent to the date of approval within which to close the transaction. Failure of the Association to either affirmatively approve the transaction or furnish a purchaser or lessee within thirty (30) days shall constitute approval of the proposed transaction. The approval of the Association shall be in recordable form and shall be delivered to the purchaser or lessee and recorded in the Public Records of Martin County, Florida. The approval of the Association by failure to act shall be confirmed in recordable form at the request of the purchaser or lessee and shall be delivered upon request to said purchasers or lessee. The Association or a group of members thereof, may become a purchaser under this Paragraph, but if a unit is so purchased in the name of the Association, such purchase must be approved by at least two-thirds (2/3) of the unit owners, who

are willing to personally accept financial responsibility for such purchase free of any expense to any non-approving unit owner or owners (see also 14 e & f below).

(b) Exceptions: The approval of the Association of the disposal or sale of a unit as required in Paragraph L.6(a) above shall not be required if the transaction is one of the following:

(1) Conveyance to Mortgagee: An approved mortgagee as specified in Paragraph L. 6 (c) hereof may accept a conveyance to a unit in lieu of instituting foreclosure proceedings, if a default exists on the mortgage affecting the particular unit.

(2) Judicial Sale: Any person or "approved mortgagee" may become the owner of a unit by purchasing said unit at a public sale held pursuant to the order of a court of competent jurisdiction.

(3) Sale by Purchaser at Judicial Sale: In the event the proposed sale or lease is by a purchaser at "Judicial Sale" as specified in Paragraph L. 6 (b) (2), the provisions of Paragraph L.6 (a) shall be applicable except that the Association shall have fifteen (15) days from the time of notification of said sale to the

Association's registered agent in accordance with applicable law to either approve the proposed transaction or to agree in writing to purchase the unit from the purchaser at "Judicial Sale" by the same terms as offered to the proposed purchaser.

(c) Mortgage: No unit owner may mortgage his unit or parcel or any interest therein without the approval of the Association, except to a bank, life insurance company, or savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

(d) Liens: Unit owners shall comply strictly with the following provisions in regard to liens and lawsuits:

(1) Protection of Property: All liens against a unit, other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

(2) Notice of Lien: A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(3) Notice of Suit: A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner receives knowledge thereof.

(e) Transactions of the Owner: All of the restrictions, conditions or limitations relative to the sale or leasing of units herein contained shall be applicable to conveyances, sales, or leases to purchasers or lessees by the Developer.

(f) Unauthorized Transactions: Any conveyance, sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration and consummated as herein provided shall be null and void unless subsequently approved by a majority of the Board of Directors of the Association and evidenced by written instrument executed by the Commodore and Secretary of the Association and recorded in the Public Records of Martin County, Florida.

(g) Rights of Tenants: During any time that a unit is occupied by a tenant, the tenant shall have all use rights to the COMMON ELEMENTS and the owner shall not have use rights to the COMMON ELEMENTS, unless the lease between the owner and tenant prohibit use by the tenant and allow use by the owner.

7. References: The references herein to the Association shall be deemed to include its successors and assigns; the references herein to a unit owner or to a member of the Association shall be deemed to include the legal personal representatives, heirs, devisees, distributes, successors and assigns of the unit owner or of such member and the declarations

and covenants herein contained shall apply to and bind and inure to the benefits of the Association, its successors and assigns, and the unit owner and member and the legal personal representatives, heirs, devisees, distributes, successors and assigns of said unit owner and member, but nothing in this Declaration shall be deemed to confer any right or benefit on any creditor or third party except as provided herein.

8. Signs: With the exceptions noted below, no signs shall be displayed by any unit owner on any outside window, door, wall, or any other outside part of any property in Snug Harbor. One sign for an alarm company is allowed. Other signs may be placed on behalf of unit owners or the Association, but only at the discretion of the Board.

9. Rules: The Association may at any time, establish rules for the management and control of the COMMON ELEMENTS not inconsistent with the Declaration and By-Laws of the Association and may change the same from time to time. The unit owners covenant to obey such rules and to require them to be obeyed by the members of a unit owner's family, guests, agents, and employees, provided, however, that all such rules and regulations shall affect all unit owners uniformly. Rules for architectural design and construction as amended from time to time are established by the Board through the agency of the Architectural Review Committee, and are posted on the SHYC website.

10. Remedies for Violation: Each unit owner shall be governed by and shall comply with the Condominium Acts of the State of Florida, the Declaration and Bylaws as they may exist from time to time, as well as the Proprietary Agreements. Failure to do so shall entitle the Association to file a Notice of Violation on said property with the court of appropriate jurisdiction. In addition, the Board, or in a proper case, an aggrieved unit owner, may recover sums due for damages or injunctive relief, or both. Such relief shall not be exclusive of other remedies provided by law or provided by this Declaration or the By-Laws, and the Association may exercise any and all remedies including fines for violation thereof, up to the maximum allowed by law, without waiving any other remedy available.

(a) Notice of Violation and Fines. A notice of failure to comply will be sent by registered mail and regular mail from the Association or its agent to the unit owner/occupant/licensee or invitee, who will then have 14 days to appeal or comply. An appeal is made to a Hearing Committee appointed by the Commodore, composed of no fewer than three (3) impartial residents who are neither members of the board nor members of their households. The committee determines if fines are warranted, and if so what the amount of the fine will be. Fines may not exceed \$100 or \$1000 in the aggregate per violation, and may not become a lien against the property in accordance with Florida statute 718.303.

11. Waivers: The failure of the Association to have knowledge of any violation, or failure to insist in any one of more instances upon a strict performance of any of the covenants of this Declaration, or to exercise any options herein contained, or contained in the By-Laws, or to serve any notice or to institute any action or summary proceeding, shall not be construed as a waiver or a relinquishment for the future of such covenant or option or right to thereafter serve notice or to otherwise act. Such covenant or option or right shall

continue and remain in full force and effect. The receipt by the Association of an assessment with knowledge of the breach of the Declaration or By-Laws of the Association hereof, shall not be deemed a waiver of such breach and no waiver by the Association of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by an officer of the Association, pursuant to authority of the Association.

12. Notices: Any notice by the Association to the unit owners, shall be deemed to be duly given and any demand made by the Association upon the unit owners shall be deemed to have been duly made, if mailed by certified letter in any general or branch post office, enclosed in a postpaid envelope addressed to the unit owner or owners at the last address shown on the County Tax Rolls, unless the Association is otherwise notified in writing.

13. Definitions: Definitions contained in Section 718.103 of the Condominium Act, the Building Code of the State of Florida (2010 Residential Code, chapter 2, definitions) and of Martin County (Zoning ordinance number 608 definitions) all as amended from time to time, and other applicable sources as modified and defined in attached Exhibit "F", are hereby adopted as if fully set forth herein.

14. Assessments, Liability, Lien, and Priority Interests Collection:

(a) A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due when he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor, for all unpaid assessments against the latter for his share of the COMMON surplus up to the time of such voluntary conveyance, without prejudice to the right of the grantee to recover from the grantor, the amount paid by the grantee.

(b) The liability for assessments may not be avoided by waiver of the use or enjoyment of any COMMON ELEMENTS or by abandonment of the unit for which the assessments are made.

(c) The Board has the obligation and the fiduciary duty to collect annual or special assessments, payment of which may be made either annually or quarterly at the election of the Unit owner. However, in either case and without exception, payments that are more than 90 days late will incur a late fee of \$25 per payment or 5% of the amount owed, whichever is greater. In addition, interest will be charged according to the maximum allowed by Florida statute 718.116(3). Late fees and interest will be incorporated into and charged along with the annual assessment. If left unpaid for a time to be determined by the Board, the assessment, late fees, and any legal costs shall be charged to the Unit owner, and a lien shall be filed on the property and will remain until such financial obligations are cleared.

(d) The Association shall have a lien on each condominium parcel for any unpaid assessments, and interest thereon, against the unit owner of such condominium parcel, and such lien shall also secure reasonable attorney's fees, incurred by the

Association, incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the public records of Martin County, Florida, of a claim stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect, until all sums secured by the lien shall have been fully paid. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded. Such claims of lien shall be signed and verified by an officer or agent of the Association, and shall then be entitled to be recorded.

(e) Said liens may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same. In any such foreclosure, the unit owner shall be required to pay a rental which shall be fixed by the Association for the condominium parcel, and the Association and in such foreclosure, shall be entitled to the appointment of a receiver to collect said rental. The Association shall also have the power to purchase the condominium parcel and to acquire and hold, lease, mortgage and convey the same. There shall be no limitation on the Association's right to purchase a unit at a foreclosure sale resulting from the Association's foreclosure in lieu of unpaid assessments, or to take title by deed in lieu of foreclosure .

(f) Liability of mortgagee, lienor, or judicial sale purchaser for assessments. Where the mortgagee of an institutional first mortgage of record, or other purchaser of a unit, obtains title to a condominium parcel as a result of foreclosure of the institutional first mortgage, or when an institutional first mortgagee of record accepts deed to said condominium parcel in lieu of foreclosure, such acquirer of title shall be liable for the share of COMMON surplus or assessment by the Association pertaining to such condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure. Such obligation for past due amounts shall be limited as provided in Florida Statute 718.116. Any remaining unpaid share of COMMON surplus or assessments shall be deemed to be COMMON surplus, collectible from all of the unit owners, including such acquirer, his successors, and assigns. However, any person who acquires an interest in a unit, except through foreclosure of an institutional first mortgage of record (or deed in lieu thereof), as specifically provided in this paragraph, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the said unit or enjoyment of the COMMON ELEMENTS, until such time as all unpaid assessments due and owing by the former owner have been paid

15. Unit Owner Negligence. In any case where the negligence of a unit owner, his family member, guest, tenant or invitee causes the Association to incur loss, expense, costs or potential liability, the negligent unit owner shall be required to reimburse the Association for any and all out of pocket expenses or attorney's fees incurred, including but not limited to any fines or increase in insurance premium cost, within thirty (30) days of a written demand from the Association.

16. Termination: The condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act:

(a) Agreement. The condominium may be terminated at any time by approved in writing by all record owners of units and by all record owners of mortgages on units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval by owners of not less than 75% of the COMMON ELEMENTS, and by record owners of all mortgages upon the units, are obtained in writing not later than 30 days from the date of such meeting, then the condominium shall terminate.

(b) Certificate. The termination of the condominium in the foregoing manner shall be evidenced by a certificate of the Association executed by its Commodore and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Martin County, Florida.

(c) Shares of owners after termination. After termination of the condominium the unit owners shall own any condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the COMMON ELEMENTS appurtenant to the owners' units prior to the termination.

(d) Amendment. This Section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

17. Severability: The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Regulations of the Association shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its Commodore, its Secretary and its corporate seal affixed this 16<sup>th</sup> day of October, 2014.

WITNESSES:

Linda G. Duchen  
Witness #1 Signature

Linda G. Duchen  
Witness #1 Printed Name

Kathleen S. Rosman  
Witness #2 Signature

Kathleen S. Rosman  
Witness #2 Printed Name

Linda G. Duchen  
Witness #1 Signature

Linda G. Duchen  
Witness #1 Printed Name

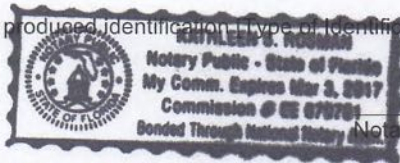
Kathleen S. Rosman  
Witness #2 Signature

Kathleen S. Rosman  
Witness #2 Printed Name

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 16 day of October, 2014 by  
WALTER M. Goldberg as Commodore of Snug Harbor Yacht Club, Inc., [ ] who is personally known  
to me or [x] who has produced identification [Type of Identification: FL Drivers License].

Notary Seal  
STATE OF FLORIDA  
COUNTY OF MARTIN



Snug Harbor Yacht Club, Inc.

By: Walter M. Goldberg

Walter M. Goldberg

Commodore

By: Jane Fenton, Secretary  
Jane Fenton

Corporate Seal



The foregoing instrument was acknowledged before me this 16 day of October, 2014 by  
JANE H. FENTON as Secretary of Snug Harbor Yacht Club, Inc., [ ] who is personally known to  
me or [x] who has produced identification [Type of Identification: FL Drivers License].

Notary Seal

Notary Public



**The following Resolutions are duly executed variances obtained with a vote of 2/3 of the membership consistent with procedures in effect at the time of their approval.**

RESOLUTION NO. 1  
OF SNUG HARBOR YACHT CLUB, INC.  
SETBACK FOR GARDEN HOUSE, UNIT MP-11

RESOLVED, that the Declaration of SNUG HARBOR, a Condominium (in the County of Martin and the State of Florida), as recorded at Official Records Book 381, Page 1063 et seq. (1974), and amended at Official Records Book 401, Page 447 et seq. (1976), and at Official Records Book 470 pages 2463 and 2464 (1979), and Official Records Book 892 pages 2252-2254 (1991) and at Official Records Book 932, Page 2079 et seq. (1991), and Official Records Book 1221 pages 842-843 (1997). The Declaration, revised and restated in Official Records Book 2460 pages 841-879 (2010), revised again herein (2014), public records of Martin County, Florida, be and the same is hereby amended as follows:

Effective as of the date of recording of a certificate, evidencing this Amendment, Paragraph 3 (c) and (d) of said Declaration, shall be amended to provide as follows:

A setback of 14.3 feet and 13.77 feet on the south line of the house located on Lot 11, Block MP. Also, a 9.96 foot setback of the garden house located on Lot 11, Block MP.

RESOLUTION NO. 2  
OF SNUG HARBOR YACHT CLUB, INC.  
CONSTRUCTION, MAINTENANCE AND COLOR OF WALL, UNIT A-24

RESOLVED, that the proprietary agreement recorded for lot A-24 at 585 SE St. Lucie Blvd. in the Official Record Book volume 70, page 69 et seq. and the Declaration of SNUG HARBOR, a Condominium (in the County of Martin and the State of Florida), recorded at Official Records Book 381, Page 1063 et seq. (1974), and amended at Official Records Book 401, Page 447 et seq. (1976), and at Official Records Book 470 pages 2463 and 2464 (1979), and Official Records Book 892 pages 2252-2254 (1991) and at Official Records Book 932, Page 2079 et seq. (1991), and Official Records Book 1221 pages 842-843 (1997). The Declaration, revised and restated in Official Records Book 2460 pages 841-879 (2010), revised again herein (2014), public records of Martin County, Florida, be and the same is hereby amended as follows:

Proprietary Agreement Article VI II section 2 provides that said building restrictions can be modified or amended, but only if adopted by appropriate resolution and written approval of two thirds (2/3) of all unit owners of Snug Harbor. As the result of such approval, effective as of the date of recording of a certificate evidencing this Amendment, Article V Section 5 of the Proprietary Agreement for this property, shall be amended to provide as follows:

A six foot high concrete wall shall be permitted to be erected and maintained on the street building set back lines on the corner of Lot 24, Block A, Snug Harbor, as shown on the attached exhibit. The owner of said Lot, 24, Block A, shall at all times maintain landscaping and said wall in good condition and repair. The color of the wall will be Behr 8C-142 (light green matching the home) with white trim on the top of the wall.



RESOLUTION NO. 3  
OF SNUG HARBOR YACHT CLUB, INC.  
CONSTRUCTION and MAINTENANCE OF POOL FENCE, UNIT A-19

RESOLVED, that the proprietary agreement recorded for lot A-19 at 525 SE St. Lucie Blvd. in the Official Record Book volume 71, page 456 et seq. and the Declaration of SNUG HARBOR, a Condominium (in the County of Martin and the State of Florida), recorded at Official Records Book 381, Page 1063 et seq. (1974), and amended at Official Records Book 401, Page 447 et seq. (1976), and at Official Records Book 470 pages 2463 and 2464 (1979), and Official Records Book 892 pages 2252-2254 (1991) and at Official Records Book 932, Page 2079 et seq. (1991), and Official Records Book 1221 pages 842-843 (1997). The Declaration, revised and restated in Official Records Book 2460 pages 841-879 (2010), revised again herein (2014), public records of Martin County, Florida, be and the same is hereby amended as follows:

Proprietary Agreement Article VI II section 2 provides that said building restrictions can be modified or amended, but only if adopted by appropriate resolution and written approval of two thirds (2/3) of all unit owners of Snug Harbor. As the result of such approval, effective as of the date of recording of a certificate evidencing this Amendment, Article V Section 5 of the Proprietary Agreement for this property, shall be amended to provide as follows:

A 4'8" foot high aluminum fence shall be permitted to be erected and maintained around a pool on Lot 19, Block A, Snug Harbor, as shown on the attached Exhibit A. The owner of said Lot shall at all times maintain the fence and in good condition and repair, and the cherry hedges surrounding same shall be maintained and trimmed to a height of four feet.

## 70

## 70

Conventional  
Aggregated para 2. b) owner area to landscape (area 1 of 2)  
Aggregated para 2. b)

Agenda para 2.º b)

Agreement para 2.6)  
owner area to land-  
scope (area 2 of 2)



RESOLUTION NO. 4  
OF SNUG HARBOR YACHT CLUB, INC.  
LOCATION OF POOL, UNIT 1A

The restated Declaration of Snug Harbor, A Condominium (in the County of Martin and the State of Florida), executed on the 6th day of June, 2010 in Official Records Book number 2460, pages 841-879, originally recorded at Official Records Book 381, Page 1063 et seq. (1974), and amended at Official Records Book 401, Page 447 et seq. (1976), and at Official Records Book 470 pages 2463 and 2464 (1979), and Official Records Book 892 pages 2252-2254 (1991) and at Official Records Book 932, Page 2079 et seq. (1991), and Official Records Book 1221 pages 842-843 (1997). The Declaration, revised and restated in Official Records Book 2460 pages 841-879 (2010), revised again herein (2014), public records of Martin County, be and the same is hereby amended as follows:

Whereas Unit 1A, the subject of this resolution, is governed by its Proprietary Agreement as referenced by the restated and original Declarations and

Whereas said Proprietary Agreement Article V, Section 2 specifies that plans and specifications for any permanent building or structure must first be approved in writing by the Association prior to construction and

Whereas the requirements of the Proprietary Agreement Article V, Sections 3 and 4 define the building lines where buildings and structures are permitted, constructed, and allowed to remain, as well as the setbacks of the lot where construction is not permitted, and

Whereas Proprietary Agreement Article VI II section 2 provides that said building restrictions can be modified or amended, but only if adopted by appropriate resolution and written approval of two thirds (2/3) of all unit owners of Snug Harbor:

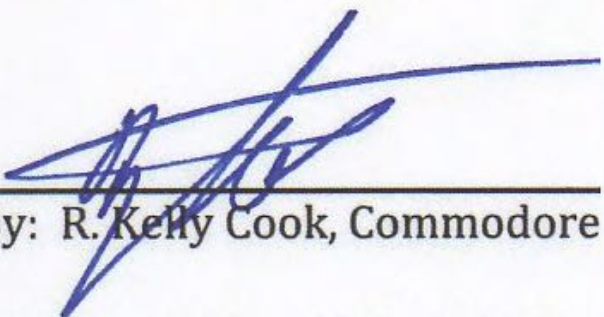

The Association has reviewed the applicant's site plan Reg.# 8341 from Kelly and Kelly Architects dated 22 October 2013 attached herein, which shows the location and position of a pool and deck on the river side of the home, approximately 59 feet from the mean high water line. The Board has recommended the plan to the membership. Article V Section 2 is thereby satisfied.

More than 2/3 of Snug Harbor residents approved the plan as attached with a Consent to Variance, and fulfilled the requirements of Proprietary Agreement Article VI II, Section 2.

THEREFORE, effective as of the date of recording of a certificate, said Declaration, shall be amended to provide for the pool at its proposed location beyond the riverside building line established by the Proprietary Agreement for this property. This resolution holds only for the current proposed configuration and location of the pool and

deck as shown in the attached plan.

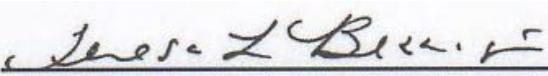
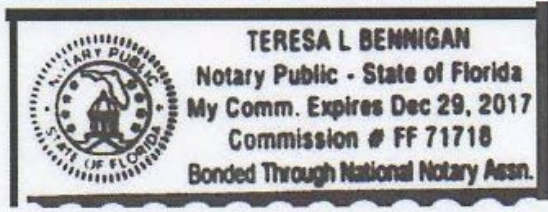
This resolution is made this 21<sup>st</sup> day of January, 2014.

  
By: R. Kelly Cook, Commodore  
**SNUG HARBOR YACHT CLUB, INC.**  
  
M

STATE OF FLORIDA COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this

21<sup>st</sup> day of January, 2014, by R. Kelly Cook, as Commodore of the **SNUG HARBOR YACHT CLUB, INC.**, who [ ] is personally known to me, or [x] has produced a Florida driver's license as identification and who did not take an oath.

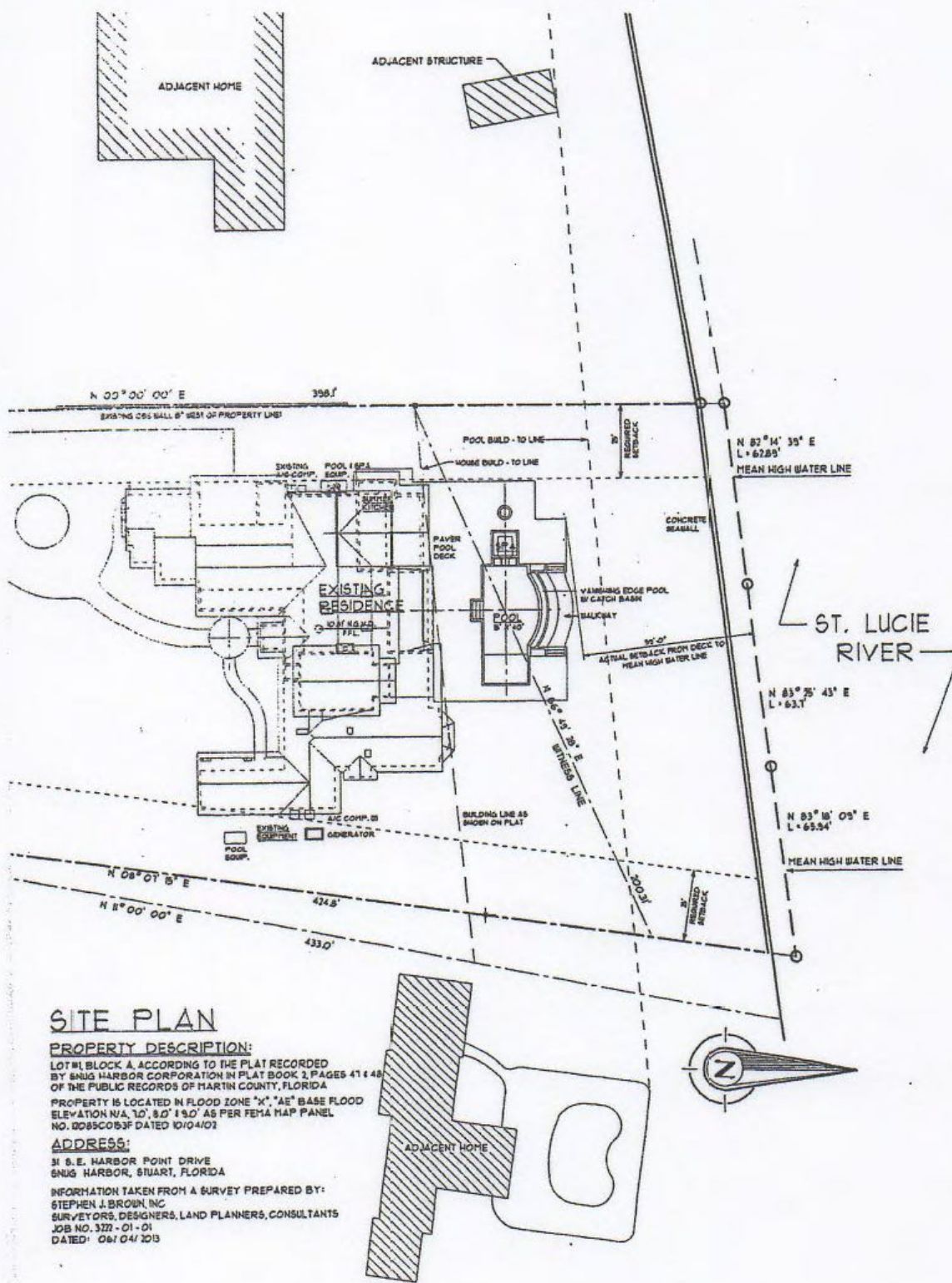
  


Printed name: *Teresa Bennigan*

NOTARY PUBLIC

My Commission Expires: *12/29/2017*.

[Seal]



# **SITE PLAN**

**PROPERTY DESCRIPTION:**  
 LOT 11, BLOCK A, ACCORDING TO THE PLAT RECORDED  
 BY SNUG HARBOR CORPORATION IN PLAT BOOK 2, PAGES 41 & 48  
 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA  
 PROPERTY IS LOCATED IN FLOOD ZONE "X", "AE" BASE FLOOD  
 ELEVATION N/A, 10', 8.0' & 9.0' AS PER FEMA MAP PANEL  
 NO. 2085003F DATED 10/04/02

**ADDRESS:**  
 31 S.E. HARBOR POINT DRIVE  
 SNUG HARBOR, STUART, FLORIDA  
 INFORMATION TAKEN FROM A SURVEY PREPARED BY:  
 STEPHEN J. BROWN, INC.  
 SURVEYORS, DESIGNERS, LAND PLANNERS, CONSULTANTS  
 JOB NO. 327 - 01 - 01  
 DATED: 06/04/2013

NO CHANGE IN THE  
 EXISTING FLOOD ZONE  
 AND FLOOD ELEVATION  
 PROVIDED FOR THE  
 PROPOSED ADDITION  
 AND EXISTING HOME

**KELLY & KELLY ARCHITECTS**  
 110 S.W. 8TH STREET, STUART, FL. (772) 283-3482



**MENDOZA RESIDENCE**  
 ADDITIONS & ALTERATIONS TO THE  
 31 S.E. HARBOR POINT DRIVE SNUG HARBOR STUART, FLORIDA

REVISIONS

13139  
 22 OCT 13

OF FIFTEEN  
 850.0 8941



EXHIBIT "A"  
LEGAL DESCRIPTION OF LAND INCLUDED IN SNUG HARBOR, A  
CONDOMINIUM

All of those tracts, pieces, or parcels of land in Martin County, State of Florida, described as follows:

All lots, blocks, streets, roads, alleys, easements, reversions and rights of reversion in and to

All of SNUG HARBOR, a subdivision of all of Government Lot 5, Section 35, and part of Government Lot 3, Section 34, Township 37 South, Range 41 East, and part of Government Lots 3 and 2, Section 2, and part of Government Lot 1, Section 3, Township 38 South, Range 41 East, as shown on the plat thereof, consisting of sheets one and two, recorded in Plat Book 2, pages 47 and 48, public records of Martin County, and as shown herein in Exhibit B1; and also

All of SNUG HARBOR MINOR PLAT NO. 1, as shown on the plat thereof recorded in Plat Book 6, page 41, Public Records of Martin County, Florida, that define Block MP as shown and summarized in this Declaration as Exhibit B3.

TOGETHER WITH all riparian rights and all other appurtenances and all improvements thereon.

# SNUG HARBOR

A SUBDIVISION OF ALL OF GOV'T LOT 5, SECTION 35,  
AND PART OF GOV'T LOT 3, SECTION 34, TWP 37 S, RGE 41 E,  
AND PART OF GOV'T LOTS 3 & 2, SECTION 2, AND PART  
OF GOV'T LOT 1, SECTION 3, TWP 38 S, RGE 41 E.

MARTIN COUNTY, FLORIDA.

SCALE 1"=100 FT

DECEMBER 1945.

SHEET ONE - OF TWO SHEETS

## SHEET ONE & TWO DEDICATION

STATE OF FLORIDA  
COUNTY OF MARTIN

KNOW ALL MEN BY THESE PRESENTS: THAT THE  
SNUG HARBOR CORPORATION, A CORPORATION  
ORGANIZED AND EXISTING UNDER THE LAWS OF  
THE STATE OF FLORIDA, AND AUTHORIZED TO DO  
BUSINESS IN FLORIDA, HAS CAUSED THE ATTACHED  
PLAT TO BE MADE AND THE LAND SUBDIVIDED AS  
INDICATED ON THIS PLAT AND DOES HEREBY  
DEDICATE FOR THE PERPETUAL PRIVATE USE OF THE  
LOT OWNERS' WELLS ROAD, HARBOR POINT ROAD, AND  
EASTERN SHOWN HEREBY SUBDIVIDED, HOWEVER,  
UNTO ITSELF, ITS LEGAL REPRESENTATIVES OR ASSIGNS  
THE EVIDENCE OF SEVERAL THINGS WHEREBY  
ABANDONED, PLED STIPULATIONS VIOLATED OR DISCONTINUED  
BY LAW.

IN WITNESS WHEREOF IT HAS CAUSED THESE  
PRESENTS TO BE SIGNED BY ITS PRESIDENT AND  
ITS CORPORATE SEAL TO BE AFFIXED AND ATTESTED  
BY ITS SECRETARY.

THIS 27 DAY OF January 1946

SNUG HARBOR CORPORATION

*W. C. Carr*  
PRESIDENT

ATTEST: *L. J. Peterson*  
SECRETARY

## ACKNOWLEDGEMENT

STATE OF ILLINOIS  
COUNTY OF COOK

BEFORE ME THIS DAY PERSONALLY APPEARED  
W. C. CARR and L. J. PETERSON, PRESIDENT AND  
SECRETARY RESPECTIVELY OF THE SNUG HARBOR  
CORPORATION, AND ACKNOWLEDGED THAT THEY EXECUTED  
THE DEDICATION HEREBY SHOWN, FOR THE PURPOSES  
AND ONES THEREIN STATED ON BEHALF OF THE SAID  
CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 27 DAY OF  
January 1946

*L. J. Peterson*  
NOTARY PUBLIC

MY COMMISSION EXPIRES  
July 12, 1948

APPROVED *L. J. Carr* 1946

BOARD OF COUNTY COMMISSIONERS

BY: *L. J. Carr*  
COUNTY CLERK

REFERENCES:  
MAPS T-13, T-15,  
S. B. J-1, P. 1-15,  
S. B. J-1, P. 1-15,  
S. B. J-1, P. 1-15.

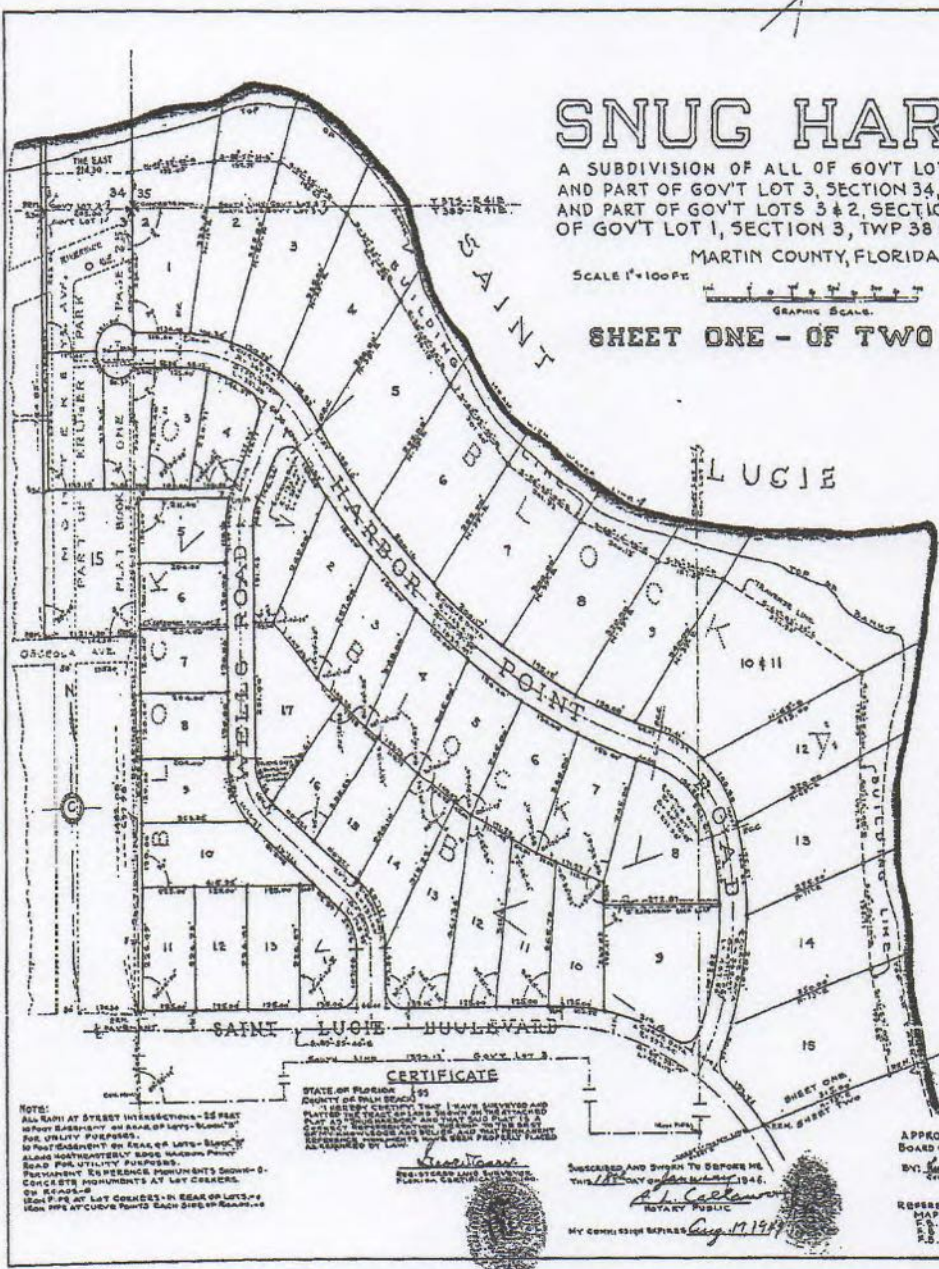
W. C. CARR

REGISTERED CHARTERED LAND SURVEYOR

FLORIDA CERTIFICATE NO. 10770

WEST PALM BEACH, FLORIDA

DRAWING NO. 2365



NOTE:  
ALL RAPI AT STREET INTERSECTIONS - 25 FEET  
WIDE EASEMENT OR ROAD OF 100 FEET  
FOR UTILITY PURPOSES.  
NO POST EASEMENT ON ROAD OF 100 FEET  
SHALL BE CONSIDEREDLY BASED ON THE  
ROAD FOR UTILITY PURPOSES.  
PERMANENT EASEMENTS FOR UTILITY PURPOSES  
CONCRETE FOUNDATIONS AT LOT CORNERS  
OR ROAD-  
100 FT. AT LOT CORNERS - IN REAR OF LOTS -  
100 FT. AT CURVE POINTS - EACH SIDE OF ROAD

## CERTIFICATE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

I, *W. C. Carr*,  
REGISTERED CHARTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 10770

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 27 DAY OF January 1946.

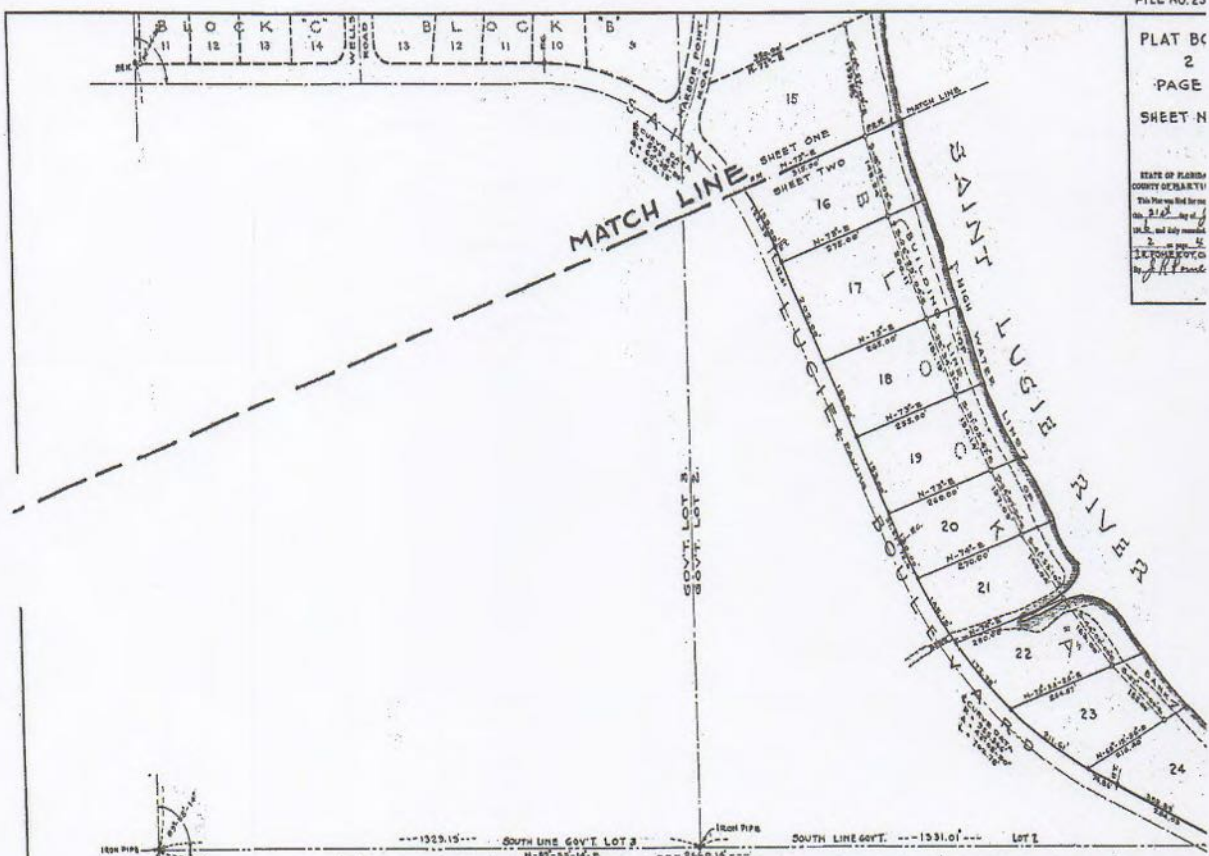
*L. J. Carr*  
COUNTY CLERK

MY COMMISSION EXPIRES Aug. 17, 1948

File No. 15984  
FILE NO. 25

PLAT BOOK  
2  
PAGE  
SHEET N

STATE OF FLORIDA  
COUNTY OF MARTIN  
To Have and to hold  
the 21st day of  
March, 1945  
I, J. H. Callaway  
Notary Public



# SNUG HARBOR SHEET TWO-OF-TWO SHEETS A PART OF GOV'T LOT 2, SECTION 2, TWP 38S, RGE 41E, LYING EAST OF SAINT LUCIE BOULEVARD MARTIN COUNTY, FLORIDA.

SCALE 1"=100 FT. DECEMBER 1945

NOTE:  
10 FOOT EASEMENT ON REAR OF LOTS,  
BLOCK 'A', FOR UTILITY PURPOSES.  
  
PERMANENT REFERENCE MONUMENTS SHOWN-O  
CONCRETE MONUMENTS AT LOT CORNERS  
ON ROAD-W  
IRON PIPE AT LOT CORNERS-IN REAR OF LOTS-W  
IRON PIPE AT CURVE POINTS, ON BOULEVARD-W

CERTIFICATE  
STATE OF FLORIDA 395  
COUNTY OF PALM BEACH  
I HEREBY CERTIFY THAT I HAVE SURVEYED AND PLAT  
THE TRACT OF LAND SHOWN ON THE ATTACHED PLAT AS  
"HARBOR" AND THAT SAID PLAT IS A CORRECT REPRESENTATION  
THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF.  
PERMANENT REFERENCE MONUMENTS HAVE BEEN PRO-  
PLACED AS REQUIRED BY LAW.  
  
*James H. Callaway*  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 140  
  
SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 21st DAY OF January 1945.  
  
*R. H. Callaway*  
NOTARY PUBLIC.  
  
MY COMMISSION EXPIRES  
August 17, 1949

REFERENCES:  
MAPS T-13, T-15  
P.D. 3-7, P.D. 15-21  
P.D. 11-11, P.D. 15-22  
P.D. V-7, P.D. 44-26

IN 2 SHEETS 50  
GEO. W. CA  
REGISTERED CIVIL ENGINEER  
FLORIDA CERTIFICATE NO.  
WEST PALM BEACH,  
DRAWING 1

EXHIBIT B1 PAGE 2: Plat Book 2 page 48

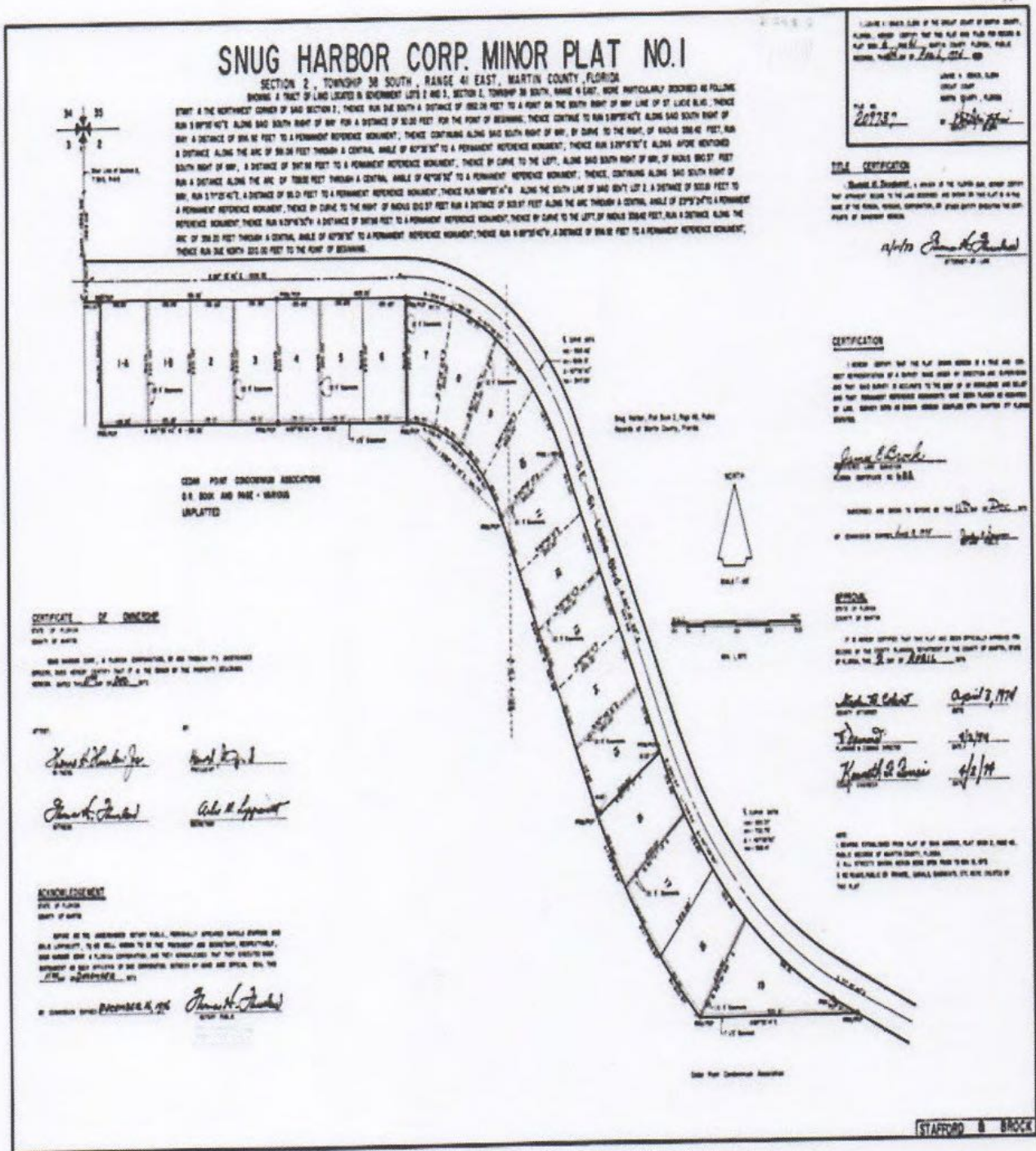
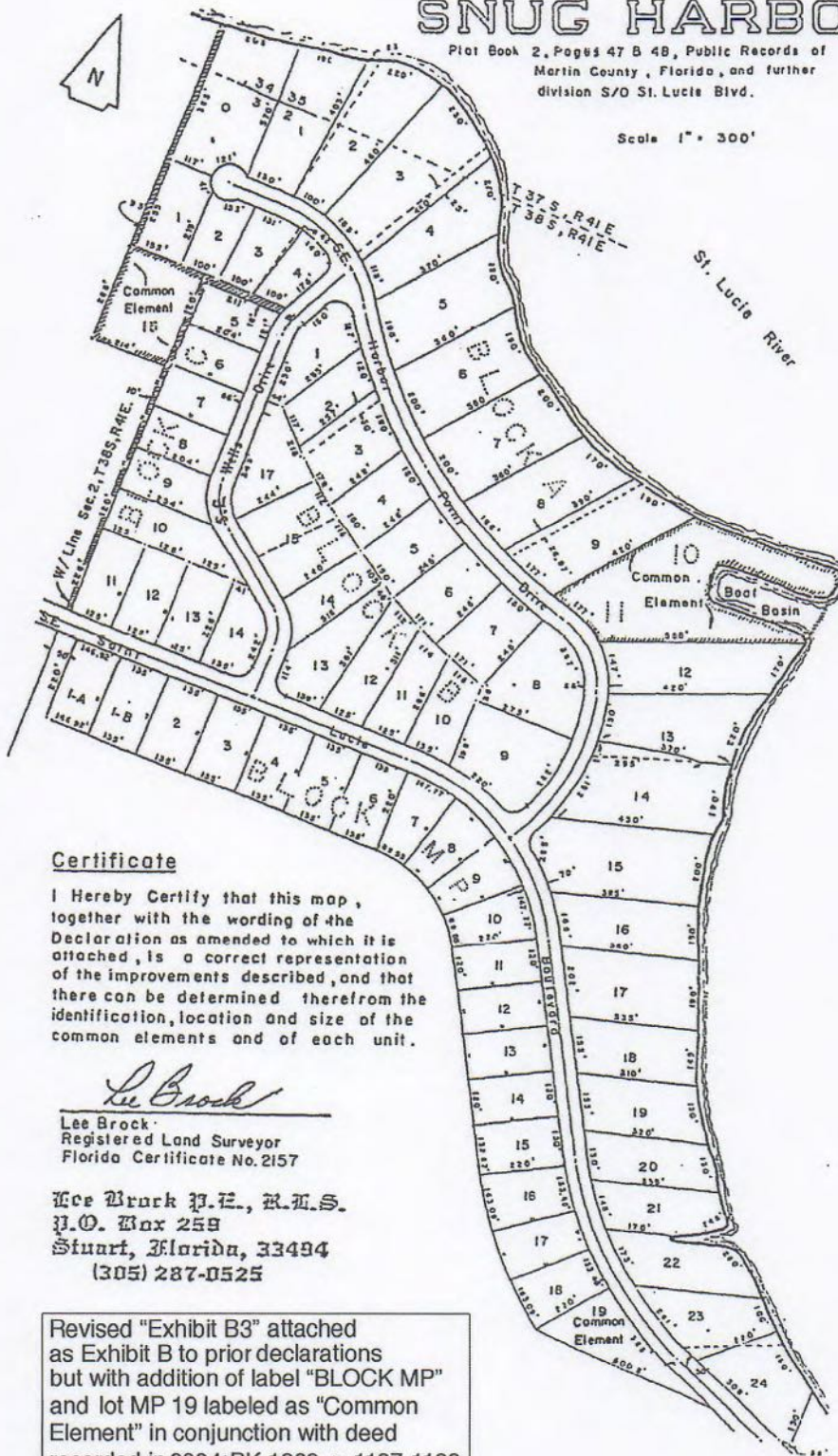


EXHIBIT B2: 'Minor Plat 1', incorporated into Snug Harbor as BLOCK MP: Plat Book 6 page 41

# SNUG HARBOR

Plot Book 2, Pages 47 B 48, Public Records of  
Martin County, Florida, and further  
division S/O St. Lucie Blvd.

Scale 1" = 300'



## Certificate

I Hereby Certify that this map,  
together with the wording of the  
Declaration as amended to which it is  
attached, is a correct representation  
of the improvements described, and that  
there can be determined therefrom the  
identification, location and size of the  
common elements and of each unit.

*Lee Brock*

Lee Brock  
Registered Land Surveyor  
Florida Certificate No. 2157

Lee Brock P.E., R.L.S.  
P.O. Box 259  
Stuart, Florida, 33494  
(305) 287-0525

Revised "Exhibit B3" attached  
as Exhibit B to prior declarations  
but with addition of label "BLOCK MP"  
and lot MP 19 labeled as "Common  
Element" in conjunction with deed  
recorded in 2004: BK 1969, p. 1137-1138.

# EXHIBIT C

## AMENDED AND RESTATED BYLAWS OF SNUG HARBOR YACHT CLUB, INC.

These are the Amended and Restated Bylaws of SNUG HARBOR YACHT CLUB, INC., called "Association" in these Bylaws, a corporation not for profit under the laws of the State of Florida, the Articles of Re-Incorporation of which were filed in the office of the Secretary of State on December 4, 1974. The Association has been reorganized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name SNUG HARBOR and is located upon the lands in Martin County, Florida, as described in Exhibit "A" attached to the Declaration.

### ARTICLE I MEMBERSHIP HOLDERS

SECTION 1. ANNUAL MEETING. The annual meeting of the members shall be held on the second Tuesday in February of each year, for the purpose of electing Governors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day. If the election of Governors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Governors shall cause the election to be held at a special meeting of the members as soon thereafter as convenient.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called by the Commodore, by the Secretary, by the Board of Governors, or by the holders of not less than one-fifth vote of all the outstanding membership, viz., thirty (30) votes.

SECTION 3. PLACE OF MEETING. The call of the meeting shall designate the Clubhouse as the place of meeting for any annual meeting or for any special meeting, unless otherwise determined by the Board of Governors.

SECTION 4. NOTICE OF MEETINGS. Written or printed notice stating the place, day, hour and purpose of the meeting, shall be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to said meeting and shall be delivered not less than fourteen (14) days before the date of the meeting, either personally, by US mail, or electronic transmission. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope addressed to the holder of the membership at his address as it appears on the records of the Association, with postage thereon prepaid.

SECTION 5. QUORUM. A majority of the unit owners defined below of the Association, represented in person or by proxy, shall constitute a quorum at any meeting of membership holders, provided that if less than a majority of the unit owners

are represented may adjourn the meeting from time to time without further notice.

SECTION 6. MAJORITY OF OWNERS (MEMBERSHIP). As used in these Bylaws, the term "majority of unit owners" or "majority of the membership" shall mean that of 144 votes total (72 units x two votes per unit) that normally constitute 100% of unit owners having the right to vote, seventy-four (74) or more votes must be recorded for an issue to pass or fail. However, an association may suspend the voting rights of a unit or member due to nonpayment of any monetary obligation due to the association that is more than 90 days delinquent. A voting interest or consent right allocated to a unit or member which has been suspended by the association may not be counted towards the total number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under this chapter or pursuant to these Bylaws. The suspension ends upon full payment of all obligations currently due or overdue the association.

SECTION 7. VOTING. At every meeting of members, the owner or owners of each unit, either in person or by proxy, shall have the right to cast two votes. Proxies may be delivered to the Secretary of the Association. No one person other than the Secretary of the Association shall be designated to hold proxies for owners of more than five units.

SECTION 8. PROXIES. General proxies are used in voting for non-substantive changes to items for which such a proxy is required. Unit Owners may vote by Limited proxies for votes regarding reserves, to waive financial statement requirements, to amend the Declaration, to amend the Articles of Incorporation or Bylaws, and for any other matters as to which F.S. Chapter 718 requires or permits a vote of the Unit Owners. No proxy, limited or general, shall be used in the election of Board members, but either may be used to establish a quorum. A photographic, photostatic, facsimile, or equivalent reproduction of a proxy, is sufficient, but must bear the physical or electronic signature of the voter.

SECTION 9. MANNER OF ACTING. Each unit owner is entitled to speak for three (3) minutes with reference to designated agenda items at any meeting of the membership. The Board may, at its discretion, allow an owner to speak for an additional period of time. In case of procedural disputes, Robert's Rules of Order shall prevail.

## ARTICLE II GOVERNORS

SECTION 1. GENERAL POWERS. The business and affairs of the Association shall be managed by its Board of Governors. The board shall have complete authority to

represent the Association and shall determine its policies. However, no action of any Board member shall be binding on the Association without express approval by the Board. Board approval shall consist of a majority vote when a quorum is present.

**SECTION 2. ELECTION PROCESS.** Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or by electronic mail, to each Unit Owner entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Governors shall give written notice to the Association not less than forty (40) days before the scheduled election. Not less than fourteen (14) days before the election, the Association shall mail or deliver a second notice of the election to all Unit Owner entitled to vote therein, together with a written ballot that shall include an information sheet (if provided by the candidate), no larger than 8 by 11 inches, to be included with the mailing of the ballot. If sent by post, the costs of mailing and copying are to be borne by the Association. No one may edit, alter or otherwise modify the content of the information sheet, which shall become part of the official records of the Association. While nominating committees are prohibited by Florida law, search committees to identify potential candidates may be appointed by the Board.

1. The ballot must list all eligible candidates alphabetically and must not indicate whether any candidates are incumbents, nor shall ballots be signed by the voter. When the second notice of election is given to the unit owners a ballot shall be provided along with an outer envelope and an inner envelope. The outer envelope shall be pre-addressed to the individual authorized by the Association to receive the ballots and shall identify the unit owner as the sender. The inner envelope shall be retained and shall be unmarked to insure secrecy. Ballots remain sealed until the meeting and are retained for one year, along with the outer envelopes.

2. There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests of the Association must cast a ballot in order to have a valid election, and elections shall be decided by a plurality of those votes cast.

3. In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held and the pre-qualified candidates shall automatically become members of the Board after the annual meeting.

**SECTION 3. NUMBER, TENURE AND QUALIFICATIONS.** The number of Governors of the Association shall be nine. All Governors will be elected for a two (2) year term. It is the intention of these Bylaws that staggered terms be maintained. To implement and maintain a staggered terms, the Board may hold seats in future elections open for one (1) or two (2) year terms when necessary or appropriate. In those cases, those receiving the higher number of votes shall be elected to the longer terms and

when no election is held, the decision shall be made by agreement of the affected parties or by lot. The term of each Governor's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Governor is recalled in the manner provided in the Condominium Act or resigns. Resignations of Governors are effective when received by the Association in writing unless a later date is stated.

1. Term of Office. Each Governor shall hold office for the term(s) for which he is elected or until his successor shall have been elected and qualified. Governors need not be residents of Florida but must be members of the Association. A Governor whose term has expired, unless his term, which last expired, had been for twelve (12) months or less may stand for re-election for an additional year or a full two-year (2 yr) term at the candidate's option. If no election is required (the number of Board members whose terms expire is equal to or is less than the number of eligible candidates) the candidates become members of the Board effective upon the adjournment of the annual meeting. Any remaining vacancies may be filled by the affirmative vote of the majority of the newly elected Board. No Governor shall be re-appointed or re-elected for more than two (2) two-year terms without a 12-month hiatus from the Board, although continuous service on committees is permissible. However, if at an annual meeting of the Association, a Board member's term would expire, but there are no candidates, the Board member's term will not expire, per Florida Statute 718.303(2)(d).

2. Certification. Newly elected or appointed Board members must certify in writing to the Association secretary that he/she has read and understands the provisions of the Association documents including condominium policies, the Declaration, and the Proprietary Agreements, and will work to uphold them as well as to faithfully discharge his/her fiduciary responsibilities to the Association's membership.

3. Exclusions for Board Service. No more than one (1) natural person from each Unit shall be eligible to stand for election for Board membership or to serve on the Board. Persons who are convicted felons and who have not had their civil rights restored, or who are delinquent in the payment of any fee, fine, or special or regular assessment, are not eligible to serve on the Board.

SECTION 4. REGULAR MEETINGS. A regular meeting of the Board of Governors shall be held without other notice than by this Bylaw immediately after, and at the same place as, the annual meeting (Article 1, Section 1) of the members. All meetings shall be held at the Snug Harbor Clubhouse unless the Board of Governors provides by special resolution, another place within Martin County. The meeting agenda for all Board meetings, including but not limited to regular meetings, is composed by the Commodore. An item may be added to the agenda, deleted from it, or postponed by the Board with the consent of a majority of the Governors present plus one, as described by statute.

SECTION 5. SPECIAL MEETINGS. Special meetings of the Board of Governors may be called by or at the request of the Commodore, or any two Governors . The person or persons authorized to call special meetings of the Board of Governors may fix any place, within the County of Martin, Florida, as the place for holding any special meeting of the Board of Governors called by them.

SECTION 6. NOTICE. Notice of any special meeting shall be given at least five days previously thereto by written notice delivered personally or electronically or mailed to each Governor at his business or home address. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. Any Governor may waive notice of any meeting. The attendance of a Governor at any meeting shall constitute a waiver of notice of such meeting, except where a Governor attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business nor the purpose of, any meeting of the Board of Governors need be specific in the notice or waiver of notice of such meeting. Meetings of Governors shall be open to all unit owners and notices of such meetings shall be posted conspicuously forty eight (48) hours in advance at the Clubhouse and on the SHYC website for the attention of unit owners except in an emergency.

SECTION 7. QUORUM. A majority of the Board of Governors shall constitute a quorum for the transaction of business at any meeting of the Board, provided that, if less than a majority of the Governors are present, a majority present may adjourn the meeting from time to time without further notice.

SECTION 8. MANNER OF ACTING. The act of the majority of the Governors present at a meeting at which a quorum is present shall be the act of the Board of Governors.

1. Notice to Owners of Board Meetings. Notice of meetings, which notice shall specifically include an agenda, shall be posted on the property at least forty- eight (48) continuous hours in advance of the meeting for the attention of Unit Owners except in an emergency. The agenda for meetings at which a regular monthly or quarterly assessment is to be considered shall contain a statement to that effect, and the nature of the assessments. However, written notice of any meeting at which non-emergency special assessments or at which amendments to Rules regarding Unit use will be considered shall be mailed or delivered in person or electronically to the Unit Owners and posted conspicuously not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be by an affidavit executed by the person giving notice and shall be filed in the official records of the Association .

2. Owner Participation in Board Meetings. Meetings of the Board of Governors at which a majority of the members of the Board are present shall be open to all Unit Owners. The right to attend meetings includes the right to speak with reference to all designated agenda items with limitations as described in Article 1 Section 9.

3. In addition to speech duration by Unit Owners, the Board may, adopt other reasonable rules governing the frequency and manner of Unit Owner statements. Unless otherwise provided by the Board, each Unit Owner is entitled to speak for three (3) minutes with reference to designated agenda items. Any time the Board or its designated committee wishes to meet with legal counsel to discuss legal or personnel matters, they do so under attorney-client privilege. Board meetings subject to the attorney-client privilege shall not be open to the membership.

SECTION 9. REMOVAL. Any Governor may be removed from office with or without cause by a majority vote of the members of the corporation at any regular meeting or at any special meeting thereof called for that purpose.

SECTION 10. VACANCIES. Vacancies in the Board of Governors occurring between annual meetings of members shall be filled by appointment by a majority vote of the remaining Governors for the remainder of the unexpired term as provided in Article 11 section 3; provided that when a Governor has been recalled by the membership, the vacancy created by his or her removal cannot be filled with the same person as has been removed from the Board.

### ARTICLE III OFFICERS

SECTION 1. NUMBER. The officers of the Association shall be a Commodore, Vice-Commodore, Rear Commodore, a Treasurer, a Secretary, and such other officers as may be elected in accordance with the provisions of this article. The Board of Governors may create the offices of one or more assistant treasurers and assistant secretaries, all of whom shall be elected by the Board. Any two or more offices may be held by the same person, except Commodore and Secretary. All officers must be members of the Board of Governors except the Secretary and the Treasurer and any assistant secretary and/or treasurer, who need not be members of the Association.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Association shall be elected annually by the Board of Governors at the first meeting held after each annual meeting of the membership holders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new officers created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3. REMOVAL. Any officer or agent elected or appointed by the Board of Governors may be removed by the Board of Governors whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation,

removal, disqualification or otherwise, may be filled by the Board of Governors for the unexpired portion of the term.

SECTION 5. COMMODORE. The Commodore shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He/she shall assemble the agenda and preside at all meetings of the members and of the Board of Governors. The Commodore may sign all contracts and other instruments which the Board of Governors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Governors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and shall perform such other duties as may be assigned to him by the Board of Governors from time to time.

SECTION 6. VICE-COMMODORE. In the absence of the Commodore or in the event of his inability or refusal to act, the Vice-Commodore shall perform the duties of the Commodore and when so acting, shall have all the powers of and be subject to all when the restrictions upon the Commodore. The Vice-Commodore shall perform such other duties as from time to time may be assigned to him by the Commodore, or by the Board of Governors.

SECTION 7. REAR COMMODORE. The Rear Commodore shall perform such duties as from time to time shall be prescribed by the Board of Governors or the Commodore, and, in the absence of the Vice-Commodore, shall perform the duties of that office.

SECTION 8. THE TREASURER. If required by the Board of Governors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Governors shall determine. He shall: (a) Have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; (b) In general, perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the Commodore or by the Board of Governors.

SECTION 9. THE SECRETARY. The Secretary shall: (a) Keep the minutes of the members' and of the Board of Governors' meetings in one or more books provided for that purpose; (b) See that all notices are duly given in accordance with the provisions of these Bylaws and as required by law; (c) Be custodian of the Association records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; (d) Keep a register of the

post office address of each member which shall be furnished to the Secretary by such member; (e) In general, perform all duties as from time to time may be assigned to him by the Commodore or by the Board of Governors.

#### SECTION 10. ASSISTANT TREASURER AND ASSISTANT SECRETARY.

The Assistant Treasurer shall, if required by the Board of Governors, give bond for the faithful discharge of his duties in such sum and with such sureties as the Board of Governors shall determine. The Assistant Treasurer and Assistant Secretary, in general, shall perform such duties as shall be assigned to them by the Treasurer or by the Secretary, respectively, or by the Commodore or the Board of Directors. Such officers need not be members of the Association.

### ARTICLE IV COMMITTEES

The Board of Governors may from time to time designate and appoint from their members and from members of the Association such committees as they shall deem advisable to assist them in carrying out their duties as Governors. The powers of such committees shall be advisory only and not discretionary and their actions shall at all times be subject to the expressed authorization of the Board of Governors as defined herein and by law.

### ARTICLE V RULES AND REGULATIONS

Rules and Regulations shall be adopted as provided in Articles 4, 8 and 9 of the Amended and Restated Declaration

### ARTICLE VI CONTRACTS. LOANS. CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The Board of Governors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association to expend such moneys as may be authorized by provisions of the Declaration or these Bylaws, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a two-thirds (2/3) vote of the unit owners. However, the Board of Governors by affirmative adoption and authorization by resolution may contract on behalf of the Association to cover emergencies that may exist as defined by Association emergency powers of Florida Condominium statute 718, section 1265.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes or other evidences or indebtedness issued in the name of the

Association shall be signed by such officer or officers, agents or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Governors.

SECTION 4. DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositaries as the Board of Governors shall select.

## ARTICLE VII BUDGET. DUES AND ASSESSMENTS

Dues and assessments shall be governed by the Declaration and the Articles of Incorporation. The Annual Budget shall be adopted in a manner provided by Chapter 718, Florida Statutes . A proposed annual budget of common expenses shall be prepared by the Board of Governors that shall include all anticipated expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications , Governors and Officers insurance , transportation services , and bulk cable or master antenna television, all of which are declared to be common expenses under these Bylaws. The proposed budget shall include reserves per F.S. 718.112(2)(f)2 , as amended from time to time, the funding of which may be waived or reduced by the Owners. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures unless their use for other purposes is approved in advance by a vote of the majority of the eligible Voting Interests of the Condominium at a duly called meeting of the Association or by the written approval of a majority of the eligible Voting Interests of the Condominium. The budget will contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Governors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered along with a copy of the proposed revisions to the budget shall be mailed to each member as provided in Article I section 4 hereof. A copy of the proposed annual budget shall be mailed, either electronically or by post, or hand- delivered to the Unit Owners not less than fourteen (14) days prior to the meeting of the Governors at which the budget will be adopted together with a notice of the meeting.

## ARTICLE VIII FISCAL YEAR

The first fiscal year of the Association shall end on the 31st day of December 1974, and thereafter the fiscal year of the Association shall begin on the 1st day of January in each year and end on the 31st day of December in each year.

ARTICLE IX  
SEAL

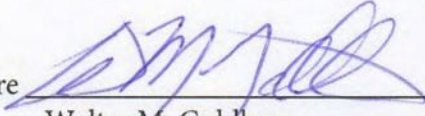
The Board of Governors shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association and "Florida, 1974, Corporation not for Profit."

ARTICLE X  
AMENDMENTS

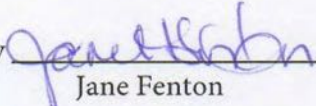
These Bylaws may be altered, amended or repealed and new Bylaws may be adopted at any meeting of the members by the affirmative vote of not less than two-thirds (2/3), namely at least ninety-six (96) votes, assuming good standing as defined in Article 1 Section 6. No such modification of or amendment to these Bylaws shall be valid unless set forth in or annexed to a duly recorded amendment to the Declaration.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its Commodore, its Secretary and its corporate seal affixed this day of 16  
October, 2014.

Commodore

  
Walter M. Goldberg

Secretary

  
Jane Fenton

ACTIVE: S18410/338810:5987605\_1

PAGES 41-51: 1974 Declaration of Condominium is not reproduced in this copy.

**EXHIBIT E: Pages 52-54 in original:**

Lot/Unit	ADDRESS	Prop. Agree.	Official RecordBook or Deed Book (*) first page	SETBACKS:Street/sides/river or <u>rear</u> *. ‡= variance
A0	21 SE Harbor Pt	Y	44/359	50/25/ *
A1	31 SE Harbor Pt	Y	*67/433	50/25/ * ‡
A2	51 SE Harbor Pt	Y	*45/325	50/25/ *
A3	61 SE Harbor Pt.	Y	63/489	50/25/ *
A4	71 SE Harbor Pt.	Y	28/426	50/25/ *
A5	91 SE Harbor Pt	Y	*75/131	50/25/ *
A6	121 SE Harbor Pt	Y	63/420	50/25/ *
A7	151 SE Harbor Pt	Y	64/140	50/25/ *
A8	171 SE Harbor Pt	Y	67/182	50/25/ *
A9	181 SE Harbor Pt	Y	67/163	50/25/ *
A10	Marina			
A11	Marina			
A12	201 SE Harbor Pt	Y	64/450	50 (both St.Lucie & Harbor Pt.)/25/ *
A13	231 SE Harbor Pt	Y	64/471	550/25/ *
A14	271 SE Harbor Pt	Y	64/183	50/25/ *
A15	301 SE Harbor Pt	Y	*70/295	50/25/ *
A16	465 SE St Lucie	Y	*90/334	50/25/ *
A17	485 SE St Lucie	Y	71/21	50/25/ *
A18	505 SE St Lucie	Y	71/47	50/25/ *
A19	525 SE St Lucie	Y	71/456	50/25/ * ‡
A20	535 SE St Lucie	Y	*48/530	50/20/ *
A21	545 SE St Lucie	Y	72/53	50/20/ *
A22	555 SE St Lucie	Y	72/82	50/20/ *
A23	565 SE St Lucie	Y	72/123	50/20/ *
A24	585 SE St Lucie	Y	70/69	50/20/ * ‡

The building line for all Block A properties is set back 50 feet from the street and 20-25 feet from the sides.

\* Riverfront setbacks must be determined from the Snug Harbor plat Exhibits B1 and B2 (p.26 and 27) which show four iron stakes, two at the street and two along the river. A line with a surveyor's bearing and distance along the water in feet are shown for each property. This line connects the two riverfront stakes and that is the riverside building line. The following diagram shows these details for lots A 5-7 with riverfront stakes marked in red. For example Lot six's bearing is S-43 degrees, 35 minutes and 45 seconds East, and is 201.40 feet between the riverfront stakes. Note that the position of the building line follows the coastline and is typically different from north to south. Owners are cautioned to obtain a survey that shows the location of the stakes along the river should any construction or structure be contemplated that encroaches the boundaries shown.



B12	389 SE St Lucie	N		40/15/5
B13	273 SE St Lucie	Y	365/798	30 at Wells/40 at St. Lucie/15/5
B14	253 SE St Lucie	Y	49/512	30/15/5
B15	233 SE St Lucie	Y	68/209&228	30/15/5
B16	233 SE St Lucie	Y	68/209 & 228	30/15/5
B17	183 SE Wells	Y	77/126	30/15/5
C1	22 SE Harbor Pt	Y	57/98	40/20/5
C2	32 SE Harbor Pt	Y	66/34	40/20/5
C3	42 SE Harbor Pt	Y	66/53	40/25/5
C4	62 SE Harbor Pt	Y	187/152	40/20/5
C5	124 SE Wells	Y	43/183	30/15/5
C6	134 SE Wells	Y	43/162	30/15/5
C7	154 SE Wells	Y	381/405	30/15/5
C8	184 SE Wells	Y	75/352	30/15/5
C9	204 SE Wells	Y	34/328	30/15/5
C10	224 SE Wells	Y	72/381	30/15/5
C11	315 SE St Lucie	N		40/15/5
C12	325 SE St Lucie	N		40/15/5
C13	335 SE St Lucie	Y	100/35	40/15/5
C14	254 SE Wells	Y	50/372	30 at Wells/40 at St. Lucie/15/5
C15	common element			
MP1A	322 SE St Lucie	N		40/15/5
MP1B	330 SE St Lucie	N		40/15/5
MP2	340 SE St Lucie	N		40/15/5
MP3	360 SE St Lucie	N		40/15/5
MP4	370 SE St. Lucie	N		40/15/5
MP5	390 SE St Lucie	N		40/15/5
MP6	410 SE St. Lucie	N		40/15/5
MP7	430 SE St Lucie	N		40/15/5
MP8	444 SE St Lucie	Y	65/432	40/15/5
MP9	450 SE St Lucie	Y	*88/216	40/15/5
MP10	460 SE St Lucie	Y	67/458	35' radius/15/5
MP11	470 SE St Lucie	Y	70/467	40/15/5 ‡
MP12	490 SE St Lucie	Y	70/487	40/15/5
MP13	500 SE St Lucie	Y	71/1	40/15/5
MP14	Vacant Lot SE St Lucie	Y	71/106	40/15/5
MP15	530 SE St Lucie	Y	68/190	40/15/5
MP16	540 SE St Lucie	N		40/15/5
MP17	550 SE St Lucie	N		40/15/5
MP18	560 SE St Lucie	N		40/15/5

MP19            Common Element SE St  
                  Lucie

VARIANCES

‡A1            pool, Resolution 4  
‡A19          pool fence, Resolution 3  
‡A24          wall, Resolution 2  
‡MP11        garden house, Resolution 1

EXHIBIT F" DEFINITIONS (= pages 55-57 in original documents).  
as used in this Declaration and attached Exhibits:

- 1) Appurtenances (appurtenant to) pertaining to something that attaches to a property including any right or restriction which goes with it, such as an easement to gain access across the neighbor's parcel, the right to common elements, or a covenant (agreement) against blocking the neighbor's view.
- 2) Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.
- 3) Association means the entity responsible for the operation of the condominium, viz., the SNUG HARBOR YACHT CLUB, INC., a Florida corporation.
- 4) Boathouse refers to any roofed platform with or without walls (i.e., a building designed for the storage of a boat) on or associated with a dock that is wider than the dock itself.
- 5) Bylaws mean the bylaws for the government of the condominium as they exist from time to time.
- 6) Building means any structure with a roof of any type, supported by columns or walls (Martin County Ordinance 608), including but not limited to decks, green houses, pump houses or other service buildings, garages, chickee or tiki huts, tree houses, enclosed domes etc. whether attached to other buildings or free-standing.
- 7) Building height maximum is measured by the vertical distance between highest elevation of the road fronting the site and the highest point of the roofline.
- 8) Building lines are setbacks that circumscribe the property, unit or lot at its front, sides and rear and define zones in which construction of any building or structure is forbidden or extremely limited. They are meant to avoid crowding and promote respect

for a neighbor's property, increase privacy, protect the waterfront and preserve its view. Building lines are measured from survey markers at the boundary of the property.

9) Common elements means the portions of the condominium property not included in the units.

10) Common expenses means the expenses for which the unit owners are liable to the Association.

11) Common surplus means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

12) Condominium is that form of ownership of condominium property under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements. Condominium parcel means a unit together with the undivided share in the common elements which is appurtenant to the unit.

13) Condominium property means and includes the lands and leaseholds that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

14) Covenant a term that is used for conditions tied to the use of land. A "covenant running with the land", also imposes duties or restrictions upon the use of that land regardless of the owner and is a characteristic of condominium law.

15) Declaration, or declaration of condominium, means the instrument or instruments by which a condominium is created, and such instrument or instruments as they are from time to time amended.

16) Guest house. A set of living quarters on the same lot as a single-family detached dwelling, having sanitary and/or cooking facilities separate from the principal dwelling, which is intended for temporary occupancy by guests of family members of the principal household.

17) Group home. A residential care homes that assist or care for individuals who are not members of the unit owner's family, including those who may have been abused or neglected, or those who are developmentally disabled, or those who have drug or alcohol problems, chronic mental issues or criminal histories. Group homes include "halfway houses" for people who have been released recently from prison or

discharged from a substance abuse program. Group homes of any kind are not allowed in Snug Harbor.

18) Manufactured home. A manufactured home is one that is constructed almost entirely in a factory. The house is placed on a steel chassis and transported to the building site. The wheels can be removed but the chassis stays in place. Manufactured homes are not allowed in Snug Harbor.

19) Modular home. A modular home is constructed of pre-made parts and unit modules. A complete kitchen and bath may be pre-set in the house. Wall panels, trusses, and other pre-fabricated house parts are transported on a flatbed truck from the factory to the building site. A modular home can be built as an "on-frame" or "off-frame" modular. On-frame homes are built on a permanent chassis, whereas, the off-frame modular is built with removal with a chassis frame that can be removed. Modular homes are not allowed in Snug Harbor.

20) Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

21) Setbacks are the same as building lines as defined above.

22) Structure refers to any construction, permanent or semi-permanent, above, on or in ground, attached to or separated from any building. A structure may or may not have walls. Structures include but are not limited to pools, walkways, driveways, tennis courts, antennas and satellite dishes, domes, and air conditioning or generator equipment including their foundations or supports. To be clear, the Florida building code defines a structure as "that which is built or constructed", and that is what it means in Snug Harbor.

23) Variance is a decision made by the Board, the neighboring property owners and in the case of properties governed by a Proprietary Agreement, 2/3 of the unit owners to grant a modification to a rule or covenant based on hardship, that is, substantial legal, physical or other demonstrable difficulty that would be imposed without such a variance .

24) Unit means the portion or lot within the condominium property which is to be subject to private ownership. A unit may be in improvements, land, or land and improvements together, as specified in the declaration.

25) Unit owner or owner of a unit means the owner of a condominium parcel.

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