

Revised, Restated and Reaffirmed Rules & Regulations of

Nettles Island, Inc., A Condominium

RULES VIOLATION AND COMPLAINT PROCEDURE

Rules violation, routine complaints, and problems, such as water leaks, damage by grass cutting crews, garbage pickup and bath houses should be reported to Condominium Management by phone call (772-229-2930) or personal visit during normal business hours Monday-Friday, or by e-mail (niboard@comcast.net) to the Condominium office, where it will be directed to the proper person for evaluation and action. In an emergency when the Condominium office is closed, this type of complaint is to be reported to Security 772-229-0988.

All persons entering Nettles Island (NI) are required to comply with NI Rules and Regulations, posted signage, and requests made by NI employees as necessary for safety, and to comply with the NI governing documents.

Suggestions and complaints of a more general nature are to be submitted in writing or via e-mail, giving facts and information available. Date and sign the suggestion or complaint and submit it to Condominium Management.

OWNER PROPERTY SALES

The Unit Owner is responsible to give the new Unit Owner the following items:

- a. Red ID tags (4)
- b. Mailbox key
- c. Bath House key
- d. Condo Book (Declarations, Articles, By-Laws, Rules and Regulations, Financial Statements and all other documents required by law)

ADMINISTRATIVE RULES & REGULATIONS

These Rules & Regulations are developed and approved by the Board of Directors for the health, safety and comfort of all people on Condominium Property and to help protect Common Elements, help preserve Unit values and help reduce liabilities. These Rules and Regulations have been adopted by the Board of Directors and are enforceable as provided for in Section 16.7 of the Declaration of Condominium. These Rules & Regulations are ~~amended and restated~~ revised, restated and reaffirmed as of ~~June 22, 2022~~ May 23, 2024.

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SECTION 1. DEFINITIONS

Terms are defined by Article 2 of the Declaration of Condominium or as listed below.

- 1.1 "Owner": means any person owning a Condominium parcel according to the public records of the county.
- 1.2 "Guest": means any invited person entering the Condominium property to visit an owner, occupant, or renter of a Unit.
- 1.3 "Occupant": means any person who resides or is present in a Unit
- 1.4 "Renter": means any person who contracts for or gives consideration for the occupancy of a Unit over an agreed period, through an agency or directly with the Owner.
- 1.5 "Frequent Visitor": Visitor who visits a Unit Owner's residence for a daily visit and issued a 24-hour visitor pass to the unit property. (4/17/19)
- 1.6 "HIRE": means Hutchinson Island Real Estate, currently known as Village at Nettles Island Inc. (VNI).
- 1.7 "Unit" or "Lot": means the condominium property subject to exclusive ownership and for the purpose of these Rules and Regulations these terms can be used interchangeably.
- 1.8 "Dwelling": means detached single family, site-built residence, modular home, manufactured home, mobile home or recreational vehicle.

a. "Detached Single-Family Site Built Residence" means an individual dwelling unit not physically connected to any other dwelling unit and that is designed to be occupied by no more than one family, living as a separate household unit and constructed according to applicable Florida Building Code requirement,

a-b. "Manufactured Home" means a building transportable in one or more sections that is built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities, as further described in St. Lucie Development Code Section 6.05.00 and per St. Lucie Land Development Code 6.05.03 (D)(1) and D (2).

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~~b-c.~~ "Module Home" means a building assembled in a controlled environment off-site, shipped, and put together on site by your builder. Built to the same building codes as all site-built homes and complies with all applicable national, state and local building codes.

~~1.81.9~~ "Association", "Condominium Association", or "NI" means NETTLES ISLAND, INC., a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.

~~1.91.10~~ "Common Elements": mean and include:

- a. The portions of the Condominium Property that are not included within the Units or Lots.
- b. Easements through Units or Lots for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility, wastewater treatment and other services to Units or Lots and the Common Elements.
- c. Any other parts of the Condominium Property designated as Common Elements in the Declaration.

~~1.11~~ "Limited Common Element" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in the Declaration, as amended from time to time.

~~1.11.12~~ "County": means the County of St. Lucie, State of Florida.

~~1.12.13~~ "Recreational Equipment": means a boat, personal watercraft, trailer and items on trailers, utility trailers, and similar vehicles or items.

~~1.13.14~~ "Recreational Vehicle": means a temporary dwelling, for travel and recreation purposes, and licensed as a motor home, camper or travel trailer

~~1.14.15~~ "Storage Unit": is, but not limited to, a shed, box or container kept outdoors and detached from the dwelling to store personal or business property.

~~1.15.16~~ "Unit Owner", "Lot Owner", "Owner of a Unit" or "Owner": means the Owner of a Condominium Parcel according to the Public Records of St. Lucie County.

~~1.16.17~~ "Vehicle": means an automobile, motorcycle, passenger truck (SUV or Pickup) that can be legally operated on public roads or a golf cart that can be operated on Nettles Island private roads.

SECTION 2 - REGISTRATION REQUIREMENT FOR RENTERS AND GUESTS

Because Nettles Island Management must be able to identify anyone who is using the Common Elements and services, the following rules will apply for identification of Renters, Guests, and Frequent Visitors. All persons entering NI are required to comply with NI Rules and Regulations, all posted signage and requests made by NI employees as necessary for safety and compliance with NI governing documents.

Owners are responsible for the actions and behavior of their renters, guests, and Frequent Visitors. Owners are responsible for notifying their renters and guests, and Frequent Visitors of the Nettles Island Rules and Regulations, as adopted by Nettles Island Inc. from time to time. Any fines incurred by renters, guests, and Frequent Visitors will be the responsibility of the lot owner regardless of who handles the rental agreement, or who invited the renter, guest or Frequent Visitor to NI.

Under condominium law "dual usage" is prohibited. A renter has the sole right to use and enjoy the common elements while the Unit is rented. The Unit Owner retains rights to the Unit as landlord but shall not have rights to use the common elements or association property.

2.1 OWNER'S RESPONSIBILITIES FOR RENTERS, GUESTS AND FREQUENT VISITORS:

- a. All Owners must register their renters with the Condo Office. Registration can be done by Fax, e-mail, or in person using the Nettles Island Renter and Guest Registration Form available both at the office and on the website.
 - i. The Renter and Guest Registration Form must be received 72 hours prior to the arrival of the renters. Access will not be granted without the form.
 - ii. Owners are required to supply the renter's current registration and insurance for all vehicles, including golf carts, and pet immunization records for pets.
 - iii. If the Condo Office becomes aware of any renter occupying any unit who has not registered, the office will attempt to contact the Unit Owner and request that Unit Owner comply with the registration requirements.
- b. Owners or Renters should advise entrance gate in advance, by phone (772-229-0988) that a guest is expected. When a guest arrives at gate, a security officer will issue a vehicle identification "Guest Pass", valid for length of stay. The "Guest Pass" must be displayed in the left-hand corner of the vehicle's front windshield. Owners must submit a registration form for guests staying 14 days or more prior to their arrival.

- c. Owners or Renters can place Frequent Visitors on a "Frequent Visitor List" at the Condominium Office, by filling out a Renter and Guest Registration Form. Frequent Visitors will be issued a vehicle identification "Guest Pass" valid for 24 hours. Once placed on the "Frequent Visitor List" the Owner/Renter will not have to file a new Renter and Guest Registration Form for the same Frequent Visitor.
- d. When a Guest or Frequent Visitor arrives at the gate and no advance notice is provided, the security officer will telephone the appropriate Owner/Renter being visited. Should the security officer be unable to reach the Owner/Renter, it shall be presumed that they are not in the residence and the Guest or Frequent Visitor will be denied access.
- e. Renters/Guests can only park at the bath houses utilizing a Guest Pass for up to fourteen (14) days. Renters/Guests staying fourteen (14) days or more must obtain a barcode for their vehicle, for a fee of ten (\$10) dollars. Proof of current vehicle registration and auto liability insurance is required. Once a Renter/Guest has a barcode they cannot park at the bath house, unless they are using the facility.
- e. All persons coming onto NI property are required to submit to the Condo Office a Pet Registration form for all pets including present immunization records. The Pet Registration form is available at the Condo Office and on the website.

SECTION 3 - IDENTIFICATION

3.1 VEHICLE IDENTIFICATION

- a. BARCODE DECALS - required for motorized vehicles and golf carts of owners. Barcodes are issued at the Condominium Office upon proof of current registration and liability insurance.
 - i. Black barcodes-owner
 - ii. Blue barcodes-current guests or renters residing 14 days or more
 - iii. Red barcodes-Contractors and employees
 - iv. Green barcodes – Marina boat owners and Commercial area employees
- b. Owners are entitled to unlimited free black bar codes per owner/unit for vehicles registered to their names only.
- c. Defective bar codes will be replaced at no cost.

- d. Renter, guest, contractor and Marina/Commercial area barcodes are ten dollars (\$10) each.
- e. Contractors, Vendors, and Employees working for the Association may be given a red barcode at the Association's discretion, upon proof of current registration and automobile liability insurance.

3.2 INDIVIDUAL IDENTIFICATION

- a. Persons entering the Condominium while not in a motorized vehicle shall display proper Nettles Island Identification including ID tag, photo identification, etc.
- b. Each unit (lot) is required to have four (4) ID tags. Replacement ID tags are produced by the Condominium office only, at a cost of fifty dollars (\$50.00) and may not be reproduced.
- c. It is necessary for persons to show ID tags for use of equipment at the Recreation Hall, including exercise room (see Rule 13.4(d) for age requirements).
- d. It is necessary for persons to show ID tags at the pools, except if under twelve (12) years of age and accompanied by a parent or guardian with ID tag. Children under age twelve (12) years must be accompanied at the pool by an adult at all times.
- e. Guest tags are available at the Condo Office for a ~~twenty~~ five dollars (\$25) administrative cost. No more than 4 tags can be purchased. The tags are good for up to a ~~two-week~~30 day period.
- f. Only unit owners, their registered renters or guests may use the ID tags.
- g. Reproduction of tags or misuse of tags is prohibited and a violation subject to a fine.

3.3 UNIT IDENTIFICATION

- a. For identification purposes of Units or Lots, especially in case of emergency, all Units or Lots must be identified with at least 4" high numbers, clearly visible from the street, on the permanent residence with contrasting color from the background color (St. Lucie County requirement).

- b. All in-ground trash can lids must have at least 3" unit numbers clearly displayed.

Because it is a security issue, trash can numbers are supplied and maintained by the Association maintenance staff.

SECTION 4 - PETS/ANIMALS

- 4.1 Pets-Animals must be kept under control at all times and must not create a nuisance or cause injury or damages.
- 4.2 The following pure and mixed Dog-dog Breeds-breeds are not permitted on Condominium-Nettles Island property: Bull Terrier, Pit Bull, German Shepherd, Doberman, Rottweiler, Chow, Akita, or any animal of mean or violent temperament.
- 4.3 Unit owners are required to register all pets-animals that will be staying in their unit with the Condominium Office. All pets-animals must have a current immunization certificate, including rabies, on file with the Condominium Office. The unit owner is responsible for providing a petanimal tag for all pets-animals and can obtain the pet-animal tag from the Condominium Office for a \$10.00 fee. Unit owners is responsible to present immunization renewal certificate annually to the Condominium Office
- 4.4 No Unit or Lot may maintain more than two (2) household-pets-(cats-and/or dogs)animals. All other-animals other than dogs and cats must be approved by the Board of Directors.
 - a. No reptiles, farm animals, or wildlife shall be kept in or on the Condominium Property (including Units, Lots or Dwellings).
 - b. Fish and caged household type bird(s) can be kept in Units, provided that a bird(s) does not become a nuisance or annoyance to neighbors.
- 4.5 Pets-Animals are permitted to walk on Common Element areas around the Bath Houses, but not allowed inside. Pets-Animals are not permitted in the Recreation Center area including, but not limited to, the parking lot, walkways, recreation areas (miniature golf course, tennis courts, pickleball courts, basketball court, shuffleboard area, horseshoe area, bocce ball courts, swimming pools). Pets Animals are permitted in West Recreation Parking Lot and West Recreation walkways only if they are carried on golf carts, in an petanimal carrier, or in a vehicle, or as permitted by the Board of Directors for special events.

- 4.6 All ~~pets-animals~~ must be kept on a leash not longer than six (6) feet at all times when outside a Unit. Leashes longer than six (6) feet are permitted at the pet exercise area only.
- 4.7 ~~Pet-Animal~~ Owners must pick up all solid waste of their pets and dispose of such waste in an appropriate container.
- 4.8 The feed for birds, wildlife, or domestic animals will not be allowed to remain outside the dwelling at any time.
- 4.9 Temporary ~~pet-animal~~ or childcare play enclosures can be set up ~~on owner's unit only, and only when in useduring day hours but must be taken down each night.~~
- 4.10 ~~Pets-Animals~~ shall not be allowed on other Unit Owner's private property without permission from that Unit Owner.

4.11 ~~Pets-Animals~~ may not be kept, bred, or maintained for any commercial purpose.

4.11

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SECTION 5 - VEHICLES

5.1 All Motorized Vehicles, Recreational Equipment, Recreational Vehicles and Golf Carts ~~(see Definitions):~~

- a. ~~Motorized Vehicles and Golf Carts M~~ must be registered at the Condo office, and have adequate liability insurance and current vehicle registration, per state requirements.
- b. Must observe the speed limits (20 MPH on Nettles Blvd, 10 MPH at entry to Nettles Island from A1A, and 10 MPH on all other streets), stop signs and other traffic control signs.
- c. Must not be driven or ridden on sidewalks or pathways. (Except for wheelchairs, mobility aids, and other power-driven mobility devices for disabled persons and as otherwise authorized below.) Handicapped stickers for golf carts are available at the Condominium Office upon presentation of current state issued handicap permit.

- d. Must not be operated in a reckless or dangerous manner, emit objectionable smoke or noise, and must use lights between sunset and sunrise.

5.2 Registered Vehicles

Operators must have a valid driver's license.

5.3 Golf Carts

- a. All golf carts must have a N.I. issued license plate, visible at all times and current year registration decal displayed on the rear of the cart as of January 31 of current year. No license plate or decal will be issued without liability insurance.
- b. Golf cart operator must be at least 16 years old and have with them photo ID; or be at least age 14 and accompanied by parent or guardian.
- c. Reckless behavior such as racing, pulling others (and/or animals), (on roller skates, skateboards, bicycles, play wagons), standing, hanging, or exceeding seat capacity, is strictly prohibited.
- d. Golf carts are allowed on the east, north and west access pathways to the recreation hall parking lot.

Handicapped golf carts are permitted on the pathway to the ocean only for loading and unloading purposes. Handicapped stickers for golf carts are available at the Condominium Office upon presentation of current state issued handicap permit.

5.4 ~~Recreational Sports~~ Personal Transporters Equipment

Users of all other ~~recreational and exercise equipment~~ personal transporters must follow all rules as stated in Rules and Regulations 5.1; all Florida Statutes and all Nettles Island posted ~~rules~~ signs. (Examples personal transporters include, but are not limited to bicycles, skateboards, e-scooters, unicycles, roller skates/blades, segways, ~~and motorized recreational equipment~~ electric and gas powered skateboards and scooters).

5.5 Electric Bicycles (eBikes)

Users of eBikes, all classes see below, must follow all rules stated in Rules and Regulations 5.1, all Florida statutes and regulations and all Nettles Island posted signs.

a. Class 1 – pedal assist, with no throttle assist, and have a maximum assisted speed of 20 mph.

b. Class 2 – pedal assist, with throttle, and have a maximum assisted speed of 20 mph.

c. Class 3 - pedal assist only, with no throttle, and have a maximum assisted speed of 28 mph.

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5.6 All-Terrain Vehicles

All-Terrain vehicles (including, but not limited to, ATV's, UTV's, quads, four (4) runners and side-by-sides) are prohibited from being operated in N.I.

SECTION 6 - Parking of Motorized Vehicles and Recreation Equipment (See Declarations Article 16.7)

- 6.1 Parking of any type of vehicle and/or trailer is prohibited on Common Elements (including roadways and parking lots) between 2 AM and 6 AM except as otherwise provided.
- 6.2 Overnight parking in the Recreation Hall parking lot is allowed for special circumstances, as listed on the Recreation Hall Parking Permit, for ~~maximuma~~ maximum of (3) days and not renewable for another 30 days. A permit must be obtained from the Condo office or entrance gate personnel and displayed on the vehicle. No overnight in Recreation Hall parking lot from Saturday 10 PM to Sunday 1 PM. Alternate parking at Ocean Pool parking lot with permit.
- 6.3 Parking and driving are permitted only on finished surfaces of Common Element and Units such as concrete, pavers and blacktop. No parking or driving on or over grass, except near any condo parking lots, such as Rec. Hall, Ocean Pool and Causeway when all the designated parking slots are filled.
- 6.4 Parking on the front left side setback shall not extend into the eight (8) foot side setback beyond the front left corner of the dwelling, or not more than twenty-two (22') feet from the front property boundary on an RV Lot. Parking of any vehicle, as described by the State of Florida requiring registration is prohibited from parking in the 8' side setback area as described above. (Except if approved by Declaration 16.1.3)

- 6.5 Renters/Guests can only park at the bath houses utilizing a Guest Pass for up to fourteen (14) days. Renters/Guests staying fourteen (14) days or more must obtain a barcode for their vehicle, for a fee of ten (\$10) dollars. Proof of current vehicle registration and auto liability insurance is required. Once a Renter/Guest has a barcode they cannot park at the bath house unless they are using the facility.
- 6.6 Parking on a Unit other than your own is only allowed if the Unit Owner grants permission.
- 6.7 Vehicles parked on Unit property cannot extend into the street, except when **PARALLEL** parked on the road between the hours of 6AM and 2AM.
- 6.8 No parking is permitted on any rear setback areas. No parking is permitted on any side setback areas, unless approved by Declaration 16.1.4(d).
- 6.9 Parking in the causeway parking area is permitted between 2 AM and 6 AM only for people who are fishing or boating.
- 6.10 R.V.'s can be pulled or backed onto Unit, as long as the utility hookups of Unit and R.V.'s are on the same side. Utility hookups can be extended at owner's expense and with Condominium approval. Vehicle and tip outs/slide outs must observe all setback requirements.
- 6.11 No vehicle (trailer, motor home, car, van, etc.) shall be used as a camping or sleeping facility at bathhouse, recreational area parking lots, streets or other Common Elements.
- 6.12 Removable slide-in truck campers cannot be placed or stored on any Unit when separated from the vehicle.
- 6.13 Handicapped parking spaces are for vehicles displaying valid handicapped stickers, placards, or license plate only.

6.14 Must observe all posted parking signs and directives.

6.14-6.15 All vehicles entering and parking in the Ocean Pool parking lot must have displayed either a barcode or paper guest pass. Security has the right to

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monitor vehicles entering for rule compliance. ID tags are not a requirement for each individual in the vehicle.

SECTION 7 - ~~SIGNS and FLAGS~~ FLAGS and SIGNS

The Board of Directors reserves the right to restrict signs and flags, as listed below, for inappropriate content, profanity, size or placement on the property. No other signs or flags may be displayed without the written approval of the Board of Directors.

7.1 Flags

a. ~~Under As stated in~~ Florida Statute 718.113(4), any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, Patriot Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard ~~or Space Force~~, regardless of any declaration rules or requirements dealing with flags or decorations.

b. ~~Holiday or seasonal yard flags, not larger than 12" x 18", may be displayed. Holiday yard flags may be displayed beginning thirty (30) days before the holiday and must be removed no later than seven (7) days after the holiday.~~

7.2 Signs

The following signs and flags are permitted:

a. ~~7.1~~—Two (2) For Sale ~~and/or~~ two (2) For Rent signs ~~(not larger than 18" x 24" maximum)~~ may be displayed anywhere on a Unit, including within the dwelling if it is visible from the street.

b. ~~7.2~~—One (1) Open House sign ~~(not larger than 18" x 24" maximum) and/or~~ one (1) flag ~~(not larger than 10" x 48" on a 6' pole)~~, may be placed on the property the day of the open house.

c. ~~7.3~~—Signs ~~(not larger than 12" x 18" maximum)~~, related to the election Nettles Island, Inc. Board of Directors and any other business that may come before the Members, including voting on amendments, may be displayed in dwelling windows, on golf carts and vehicles, from December 26th to the day of the annual meeting and election.

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d. ~~7.4~~ Owners will be allowed to advertise their business on their Golf Cart only with one (1) sign not larger than 18" X 24". (See Rules and Regs 13.2 for business restriction on dwelling.)

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e. ~~7.5~~ ~~Holiday or Seasonal signs or flags may be displayed a maximum of 40 days before and/or after the Holiday~~ Holiday or seasonal yard signs, not larger than 12" x 18", may be displayed. Holiday yard signs may be displayed beginning thirty (30) days before the holiday and must be removed no later than seven (7) days after the holiday.

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f. ~~7.6~~ One sign (not larger than 12" x 18" maximum) or one flag on a flagpole (3' x 5' maximum) is permitted for candidates for election in local, state, or national elections. The sign or flag may only be displayed beginning thirty (30) days before the election and must be removed no later than seven (7) days after the election.

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~~7.7~~ No other signs or flags may be displayed without the written approval of the Board of Directors.

~~7.8~~ The Board of Directors reserves the right to restrict signs and flags for inappropriate content, profanity, size or placement on the property.

SECTION 8 - PROPERTY APPEARANCE ~~EXISTING UNIT AND DWELLING CONSTRUCTION~~

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~~ADDITIONS, ALTERATIONS, IMPROVEMENTS OR RENOVATIONS THAT LOT OWNERS CAN PERFORM ON THEIR UNIT WITHOUT ARCHITECTURAL COMMITTEE APPROVAL~~

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8.1 Unit or Lot Upkeep

- a. Owner must maintain their property twelve (12) months a year. This includes weed control of pavers, driveways, sidewalks, trees, flower beds, skirting and electric pedestals. Weeding and trimming is not included by landscape contracts.
- b. No appliances, including but not limited to refrigerators, freezers, clothes washers, dryers, water heaters or any dangerous items may be installed or left outdoors on any lot.

- c. Deteriorated, unsafe or health hazard items on Unit shall not be allowed.
- d. All permanent units must have skirting with approved material by St. Lucie County.
- e. Lot Owner must maintain the exterior of their dwelling including exterior paint, trim, shutters, and siding. NOTE: some types of shutters and siding require a St. Lucie County permit which will then require approval from the Architectural Committee.
- f. Units' exterior must remain clear of household items including, but not limited to, tires, equipment, and any other clutter.
- g. Items left at the curb for free or for sale must be set out for garbage pick-up or removed at the end of 3 days if not taken.

8.2 In-ground Trash Containers

- a. An in-ground trash container with an inside can and lid is required for each Unit or Lot, with a limit of two (2) containers per Unit. One (1) in-ground container must be within five (5) feet of the street and easily accessible for pick-up. If the Lot Owner installs a second in-ground trash container, it must be within three (3) feet of the first container. This will insure safe and proper handling and help to deter animals from accessing the trash.
- b. The concrete liner, lid and metal-insert can must be maintained in good condition by the Unit Owner. These new items may be purchased new and installed through the Condominium Office. Payment is due at time of purchase. If purchased elsewhere, all items must be comparable to products sold through the Association.
- c. Trash not placed in the in-ground trash container, with lid shut, shall be set out after 6:30 am on the scheduled pick-up days. Trash outside the in-ground container not picked up by 7:00 p.m. on the pickup day shall be returned to a protected location. If you have special circumstance and have to put trash out early, call the Condominium Office and/or Security to inform them to prevent a violation.

- d. Yard waste, (Vegetation Only) may be placed neatly next to street, up to four (4) days prior to yard waste pickup (Saturday through Tuesday).

~~8.3 A Storage Unit is, including, but not limited to, a shed, box, or container kept outdoors and detached from the dwelling to store property.~~

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~~a. Temporary Storage Units~~

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~~1. Condominium Association must pre-approve, in writing, type, location, and style before installation of all temporary, non-permanent storage units. Temporary, non-permanent storage units will be defined as being made of a plastic resin type material and ready to assemble out of the box, or as otherwise determined by the Association.~~

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~~2. Each Unit may have a maximum of two (2) temporary, non-permanent storage units, not to exceed seven (7) feet in height at the tallest peak. Total size of both storage units not to exceed three hundred and thirty-six (336) cubic feet.~~

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~~3. Temporary, non-permanent storage units are permitted in the following locations:~~

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~~i. In the rear fifteen (15) feet of the eight (8) foot setback next to a permanent dwelling or;~~

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~~ii. In the rear five (5) foot setback on the left side next to a permanent dwelling. Storage units may not be placed in the rear 5' setback on units that border a seawall or;~~

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~~iii. In the buildable portion of Unit.~~

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~~4. All temporary, non-permanent storage units must be secured to the dwelling or concrete slab or anchors buried in the ground at least two (2) feet.~~

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~~5. All temporary, non-permanent storage units must have at least four (4) feet between storage units and property line of the left eight (8) foot setback or two and a half (2.5) feet between storage units and property line of the rear five (5) foot setback.~~

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~~b. Permanent Storage Units~~

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~~1. All permanent storage units must be built in the buildable portion of the Unit, have St. Lucie County building permits, and have a permanent dwelling on the lot.~~

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~~c. Storage Containers for Moving and Construction~~

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~~1. Mobile containers for moving and construction must be pre-approved in writing by the Condominium Office prior to the delivery of the unit. The time limit will be based on the reason for use, as determined by the Condominium Manager.~~

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~~2. The container must be placed over pavement and may only obstruct one of the two (2) 8' X 18' parking spaces. The container cannot encroach into the roadway or over property boundaries.~~

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~~3. Containers used by contractors performing work for the Association are exempt from these rules.~~

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~~8-48.3~~ Portable Canopies and Portable Screen Rooms

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Portable canopies or portable screen rooms can be used for activities during the day hours but must be taken down each night.

~~8-58.4~~ Antennas

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Antennas (such as citizens band radio, Wi-Fi, ham radio, etc.) with a wind rating as determined by St. Lucie County are allowed. The antenna shall not extend beyond (10) ten feet above the dwelling. Satellite dishes up to one meter (39 inches) are permitted. However, for safety reasons they may not be roof mounted.

~~8-68.5~~ Flag Poles

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Flag poles owned by unit owners' height shall be no higher than twenty (20) feet from ground up to the top of the pole with wind rating as determined by St. Lucie County. Permanent Poles must comply with all setback rules.

~~8-78.6~~ Plantings

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a. The only trees that are allowed to be newly planted are palm trees with a contained root system. Trees with invasive root systems can damage houses,

the sewer system and/or other utilities. The following trees including, but not limited to, Ficus, Brazilian Pepper, Brazilian Pine, Schefflera, Melaleuca and Australian Pine cannot be planted.

- b. Owners shall be held responsible for any damages to underground utilities resulting from root action of plants, trees and excavations.
- c. Planting (including potted plants) on individual Unit or Lots shall not block the vision of vehicle drivers at roadway intersections, nor shall they hinder access to lawn mowing equipment entering Unit or Lot. Plants and trees (including potted plants) must not be allowed to infringe on neighbor's property or extend into the roadway.
- d. All homeowners are responsible to protect the exterior of the dwelling and other structures from damages by landscapers, with a hard edge such as "skirt guard" or 4" X 8" pavers with minimum exposure of 4", because the Association and Landscape Contractor may not be held liable for damages to the exterior of dwelling or other structures.
- e. Flower beds and tree rings should have a hard-edge border to protect plants and trees because the Association and Contractor may not be held responsible for damages. Rocks and other like materials must have a protective border because the Association and Contractor may not be held liable for damages.
- f. Exterior wiring must be installed to code because the Association and Landscape Contractor may not be held liable for damages.
- g. Nothing permanent can be placed or planted in the five (5) foot back setback.
- h. No permanent obstruction can be placed or planted in the eight (8) foot side setback. However, shallow-root shrubbery can be planted against the dwelling not to extend more than four (4) feet into the eight (8) foot setback.
- i. Planting in the ten (10) foot front setback must be at least three (3) feet behind the in-ground trash container. (Keep in mind, fire, police, and rescue personnel with their equipment must be able to access the back of your unit).

~~8-88.7~~ Unit or Lot Numbers

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For identification purposes of Units or Lots must be identified with at least 4" high numbers, clearly visible from the street, on the permanent residence (or Lot) with contrasting color from the background color, and three-inch (3") numbers on the in-ground trash can lid. The Maintenance Department will place and maintain the numbers on the trash can lid.

~~8-98.8~~ Fences, privacy screens

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Fences and Self-supporting trellises are prohibited with the following exceptions, which are permitted:

- a. Screening structures at RV tip-outs/slide outs, however, cannot be over eight (8) feet in height and cannot exceed ten (10) feet in length.
- b. Structures to hide transformers and/or air conditioner units, must not extend more than twelve (12) inches above the top and are located within six (6) inches of the side of the transformer or the a/c unit.
- c. Lattice work for skirting of trailers, porches, decks, and/or steps.
- d. Fences erected by the Association on the Common Elements.
- e. Poles with ropes/chains across a unit's parking area at street.
- f. Temporary pet or child play enclosures can be set up on owners' unit or lot during day hours but must be taken down each night only, and only when in use.

SECTION 9 - PROPERTY USAGE

NEW CONSTRUCTION AND ADDITIONS, ALTERATIONS, IMPROVEMENTS OR RENOVATIONS THAT REQUIRE ~~A BUILDING PERMIT OR A LICENSED CONTRACTOR~~ APPROVAL FROM THE ASSOCIATION

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Plans for any new construction additions, alterations, improvements or renovations of Units or Lots, exterior of dwellings, docks, or boat lifts that require a building permit, ~~or~~ licensed contractor, or that may affect setbacks, utility easements, parking, or common element must be reviewed and approved by the Architectural Committee. Architectural Committee approval for new construction is limited to the use of the property (unit or lot) such as setbacks, easement, parking, and utilities. Contractor Procedures governing

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new construction and renovations are in the Owners book or are available at the Condo Office or on the NI website (nettlesislandcondo.com).

- 9.1 Rescue ladders will be required on all dock construction for safety.
- 9.2 No new construction, or any portion of a unit, or appurtenance thereto, or addition, including but not limited to awnings, satellite dishes, shutters, gutters, downspouts, pavers, etc. may be allowed to encroach into the air space or ground beyond property lines for all new construction.
- 9.3 Authorizing access to your Unit or Lot for the repair, maintenance, approved, construction or access to utilities for neighboring property shall not be unreasonably withheld.

9.4 A Storage Unit is, including, but not limited to, a shed, box, box trailer, flatbed trailer or any container kept outdoors and detached from the dwelling to store property.

a. Temporary Storage Units

- 1. The Condominium Association must pre-approve, in writing, type, location and style before installation of all temporary, non-permanent storage units. Temporary, non-permanent storage units will be defined as being made of a plastic resin type material and ready to assemble out of the box, or as otherwise determined by the Association.
- 2. Each Unit may have a maximum of two (2) temporary, non-permanent storage units, not to exceed seven (7) feet in height at the tallest peak. The total size of both storage units must not exceed three hundred and thirty-six (336) cubic feet.
- 3. Temporary, non-permanent storage units are permitted in the following locations:
 - i. In the rear fifteen (15) feet of the eight (8) foot setback next to a permanent dwelling or;
 - ii. In the rear five (5) foot setback on the left side next to a permanent dwelling. Storage units may not be placed in the rear 5' setback on units that border a seawall or;

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- iii. In the buildable portion of Unit.
 - 4. All temporary, non-permanent storage units must be secured to the dwelling or concrete slab or anchors buried in the ground at least two (2) feet.
 - 5. All temporary, non-permanent storage units must have at least four (4) feet between storage units and property line of the left eight (8) foot setback or two and a half (2.5) feet between storage units and property line of the rear five (5) foot setback.
- b. Permanent Storage Unit
- 1. All permanent storage units as defined by St. Lucie County building code, must be built in the buildable portion of the Unit, have St. Lucie County building permits, and have a permanent dwelling on the lot.
- c. Storage Containers, Box Type/Cargo and Utility Trailers, and Flatbed Trailers.
- 1. Must have a definitive purpose and be pre-approved in writing by the Condominium Management prior to arrival on the unit. The time limit will be based on the reason for use, as determined by the Condominium Management.
 - 2. They must be placed over pavement and may only obstruct one of the two (2) 8'x18' parking spaces. The container/trailer cannot encroach into the roadway or over property boundaries.
 - 3. Containers used by contractors performing work for the Association are exempt from these rules.

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SECTION 10 - PROPERTY USE - WATERFRONT PROPERTY

- 10.1 In order to perform regular containment wall and cap inspections to evaluate and perform necessary maintenance, repairs, or replacement, the following must be adhered to:
- a. Nothing may be affixed, attached, over, or bear weight, in any way, on the seawall and cap. Conduits for water and electric may extend over the seawall to a Unit Owner's dock or boat lift and must not be affixed to the seawall or cap. It is permissible for awnings, if approved by St. Lucie County, which are not in any manner attached to the seawall, to extend over the seawall providing shade for the deck area.
 - b. Unit Owners will be responsible for all costs associated with partial or full removal of Unit Owner's dock or boat lift structure, including conduits for water and electric, to facilitate seawall and cap maintenance, repairs, and replacements. Except for emergency repairs, the Association will provide ample written notice of projected dates for repairs to each Unit Owner affected by seawall and cap repairs or replacements. In the event unit owner fails to remove owner's structure to facilitate seawall and cap repairs or replacement in a timely manner, all costs incurred to remove and dispose of structure will be billed to the unit owner.
 - c. At the time of seawall and/or cap repair or replacement, all non-conforming structures or equipment will be removed and will not be permitted to be replaced (i.e., davits, ladders, etc.). Davits must be placed on pilings, waterside, of the seawall and without any load bearing on seawall. Ladders removed from seawall must be placed on owners' dock if space is available.
- 10.2 Drilling holes, penetrating, painting, modifying, or covering the seawalls and caps are prohibited.
- 10.3 Trees and shrubs are prohibited within five (5) feet of containment walls.
- 10.4 Concrete slabs in the five (5) foot setback are prohibited except where previously permitted by St. Lucie County prior to a moratorium issued by the Board in March 2005. (See Declaration Article 3.2f)
- 10.5 Exterior water shall be so drained from structures that drain water flows toward the street unless a downspout is installed to take the water over the wall and in no way toward the back of the containment wall.
- 10.6 Severely deteriorated and non-functional docks and lifts, in the canals, must be removed, repaired, or replaced upon notice from the Association.

- 10.7 Dock structures are prohibited from spanning two (2) lots contiguously, if built or renovated after June 1, 2013.
- 10.8 To eliminate any additional loading not considered in the original seawall engineering design intent, all new residences located within ten feet of the seawall face, shall be constructed on permanent deep foundation systems. The owner provided Professional Engineer will also be responsible for locating the in-situ seawall system to ensure new construction will have no impact on the existing seawall system, particularly the tie rod and dead man. Manufactured or mobile homes and standard driveways are exempt.

SECTION 11 - PROPERTY USE - COMMON ELEMENTS

- 11.1 There shall be no alterations or additions to Common Element, without written consent of the Board of Directors.
- 11.2 No personal property may be placed or stored on Common Element.
- 11.3 No fishing from the roadway portion of North side Causeway Bridge or from Bridges at Celebrity and Porpoise Inlands.
- 11.4 No repair or maintenance of privately owned equipment will be allowed on Common Element.

SECTION 12 - PROPERTY USE - GENERAL USE

- 12.1 Solicitation: Door to Door Solicitation is prohibited unless Condominium Management has granted prior approval.
- 12.2 Business Owners may operate a business from their Unit as long as this action does not cause additional traffic congestion or disturb other neighbors. There will be no signs advertising this business operation permitted on any Unit or Lot or Common Element. Exception is bulletin board between cafeteria and mail room and on golf carts. (See Rules and Regs 7.5)
- 12.3 Quiet Hours:
Quiet hours are after 10:00PM and before 7:00AM
- 12.4 Recreation Areas

Recreation areas open from 7:00AM, close at 10:00PM. Hot Tubs close at 9:30PM.

- a. No one is permitted to loiter in the recreation area parking lots or bathhouse between 10 PM to 7 AM.
- b. All posted rules must be followed at all recreation facilities or offender will be asked to leave.
- c. For safety, children under 12 must be accompanied by an adult when using NI recreational areas and equipment.
- d. Misuse of recreation equipment will result in equipment being taken away by staff.
- e. Damage to the equipment will result in financial charges to the Lot Owner.
- f. Children 15 or younger must be accompanied by an adult when using the exercise room.

12.5 Nuisances

A nuisance is when one person engages in conduct (even though that conduct may be otherwise lawful) which unreasonably interferes with the lawful enjoyment of another party in the use of their property.

No activity specifically permitted by these Rules and Regulations shall be deemed a nuisance.

12.6 Noxious Conduct

Behavior that can be described as noxious, offensive, illegal, or aggressive towards an owner, tenant, guest, condominium employee, or contracted service will not be condoned or tolerated. It is a violation of these rules to engage in that kind of conduct.

12.7 Fireworks

No fireworks to be set off anywhere on Condominium Property.

12.8 Open Flame or Fire

No open flame or fire is permitted on Condominium Property unless the device was made for cooking or protection from mosquitoes or other insects. However, portable propane BBQ grills, covered portable propane fire pits, and insect candles are allowed on individual units. Permanent cooking structures are not allowed.

- 12.9 No walking or playing on another Unit Owners' property without permission.
- 12.10 No individual may occupy or live in the crawlspace underneath a home.

SECTION 13. PROPERTY USE - POOLS AND HOT TUBS

- 13.1 Smoking, including use of E-Cigarettes, is not permitted within the fenced areas at Ocean or Clubhouse pools, including patio area.
- 13.2 Persons under twelve (12) years of age must be accompanied by an adult at all times and must be accompanied by an adult to use the Hot Tubs (spa).
- 13.3 All pool users must follow all general and safety rules, as approved by the Board, clearly displayed at each pool or hot tubs.
- 13.4 Anyone who refuses to obey the rules will be asked by the pool attendant to leave the area and are required to leave. Refusal to obey the instructions of the pool attendant may result in a violation.

POOL RULES

(As posted on signs in pool areas)

- 1. POOL HOURS: REC POOL 7:00AM – 10:00PM – OCEAN POOL 7:00AM - DUSK
- 2. SHOWER BEFORE ENTERING POOL
- 3. BATHING LOAD: REC POOL 66 PERSONS/OCEAN POOL 54 PERSONS
- 4. NO PETS
- 5. NO FOOD, SNACKS OR GLASS OF ANY KIND ON POOL DECK, AT

TABLES OR IN THE POOL. FOOD IS ALLOWED UNDER COVERED AREA ONLY. BEVERAGES IN UNBREAKABLE PLASTIC OR METAL CONTAINERS ONLY

6. CHILDREN UNDER 12 MUST BE ACCOMPANIED BY AN ADULT
7. PREGNANT WOMEN, SMALL CHILDREN, PEOPLE WITH HEALTH PROBLEMS AND PEOPLE USING ALCOHOL, NARCOTICS OR OTHER DRUGS WHICH CAUSE DROWSINESS SHOULD NOT USE THE SPA WITHOUT FIRST CONSULTING A PHYSICIAN
8. NO SMOKING or VAPING ALLOWED INSIDE THE FENCED POOL AREA
9. DO NOT SWALLOW THE POOL WATER, IT IS RECIRCULATED
10. NO FURNITURE OR BEVERAGES ALLOWED INSIDE RED BRICK AREA
11. NO RESERVING AND NO REMOVING POOL FURNITURE FROM FENCED POOL AREA
12. RADIOS OR OTHER AUDIBLE DEVICES MAY NOT CAUSE A NUISANCE TO OTHERS
13. DIAPERED OR INCONTINENT PERSONS OF ANY AGE MUST WEAR APPROPRIATE WATERPROOF/WATERTIGHT SWIMWEAR WHEN ENTERING OR BEING CARRIED INTO THE POOL, SPA OR KIDDIE POOL. PERSONS WITH OPEN WOUNDS, INFECTIONS, FUNGUS AND PERSONS WITH CONTAGIOUS OR UNSANITARY SKIN CONDITIONS CANNOT ENTER THE POOL, SPA OR KIDDIE POOL
14. NO JUMPING, DIVING, RUNNING, BALL PLAYING, HORSEPLAY OR LOUD OR ROWDY BEHAVIOR
15. NO FLOATS OF ANY KIND, BEACH OR OTHER BALLS, SURF OR BOOGIE BOARDS, FRISBEES OR OTHER TOY OR FLOTATION DEVICES ARE PERMITTED IN POOL AND SPA. TOYS ARE PERMITTED IN THE KIDDIE POOL. INFANT FLOTATION DEVICES, WATER WINGS, NOODLES, WATER WEIGHTS MAY ONLY BE USED AS MANUFACTURER INTENDED. MASKS AND SNORKELS ARE PERMITTED. SMALL FINS AND FLIPPERS ARE PERMITTED DURING NI LAP TIMES ONLY.
16. NO HANGING OR SITTING ON POOL ROPE

HOT TUB (SPA) RULES
(As posted on sign in hot tub area)

1. SPA HOURS: 7:00AM – 9:30PM

2. NO FOOD OR BEVERAGES IN SPA AREA
3. NO PETS
4. BATHING LOAD: 7 PERSONS
5. SHOWER BEFORE ENTERING
6. DO NOT SWALLOW THE SPA WATER, WATER IS RECIRCULATED
7. DO NOT USE SPA IF YOU ARE ILL WITH DIARRHEA
8. MAXIMUM WATER TEMPERATURE 102°/104° F
9. CHILDREN UNDER 12 MUST HAVE ADULT SUPERVISION
10. PREGNANT WOMEN, SMALL CHILDREN, PEOPLE WITH HEALTH PROBLEMS AND PEOPLE USING ALCOHOL, NARCOTICS OR OTHER DRUGS THAT CAUSES DROWSINESS SHOULD NOT USE SPA WITHOUT FIRST CONSULTING A DOCTOR
11. MAXIMUM USE 15 MINUTES

SECTION 14 - ENFORCEMENT

14.1 Introduction

This section sets forth the procedures for enforcing the rules of the Condominium as contained in the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules and Regulations ("Rules"), which from time to time may be adopted or amended. The main focus is on achieving compliance in a time frame which would allow for a reasonable time to fix violations, and to collect fines. Every Owner, Guest, or Renter shall comply with the Rules. The Board of Directors ("Board") is empowered to enforce the Rules by Declarations 16.7 and 17 and By-Laws 6.15.

14.2 Enforcement Responsibility

The Board delegates responsibility for enforcement to the Property Manager, who in turn may further delegate responsibility to Condominium employees or enforcement personnel. ~~He/She/They~~ is/are charged with the fair, consistent and reasonable administration of the Rules. Owners are asked to participate in enforcement of Rules by calling attention to violations or reporting violations.

14.3 Violation Notices and Fines

~~Note – The authority to levy fines is provided in By-Laws Section 6.15~~

- a. The first notice of a rule violation will result in warning issued to the unit owner. Warning and violation notices are to be in writing and be hand delivered or emailed if the Unit Owner consented in writing to receive email notices from the Association or mailed via USPS to the owner's address of record with the Condominium Office. (Unit Owner is responsible to update address, email and phone contact information with Condominium Office.) The Unit Owner must request a hearing with the ~~Covenant Enforcement~~Fining Committee to appeal any Violation Warning Notice.
- b. The subsequent violation within a 12-month ~~rolling~~ period or continuing occurrence of a rule violation by any unit owner, occupant, or guest will result in a notice of hearing with the Fines Committee regarding imposing a fine. No fine may exceed \$100 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for a hearing, provided however, that no such fine shall in the aggregate exceed \$1,000 per violation ~~per year~~.
- c. Payment of any fine amount is to be made to Nettles Island Inc. at the Condo Office within 30 days of the hearing. The notice is subject to appeal as described ~~above~~below.
- d. Violations must be corrected within ten (10) days, except for safety issues which must be addressed within twenty-four (24) hours. Violations must be fixed by date stated on the violation notice.
- e. The Property Manager may grant or deny a request to extend the "must fix by date". Should the Property Manager deny the request to extend the "must fix by date" of a violation, the accused violator may submit a request to the Board of Directors. Such request must be made to the Condominium Office in writing, within ten (10) days of receipt of the notice of violation to be reviewed and considered by the Board of Directors.

~~Enforcement Steps for each violation as per By-Law 6.15~~

14.4 Fining Committee

The Board will appoint a Fining Committee of five (5) owners and are not to be a board members or persons living in a board member's household. They serve at the pleasure of the Board. They are charged with the fair and consistent interpretation and implementation of the Rules. They are to recuse themselves from the Committee for any cases where they have a personal bias or real or potentially perceived conflict of interest. They are to elect from among themselves a Chairperson and Secretary with the duties

normally associated with those offices. Quorum of three (3) members is required for appeal hearing.

14.5 Appeal procedure

Should the accused violator wish to dispute a warning or a fine, they may do so, in writing, to the Property Manager at the condo office. The Property Manager may grant or deny a request to extend the "must be fixed by date". If an appeal is filed, any enforcement actions will be put on hold until appeal is resolved per this procedure.

Should the Property Manager deny the request to extend the "must fix by date" of a violation, the accused violator may request a hearing before the Fining Committee. Such request must be made to the Property Manager, in writing, within ten (10) days of receipt of notice of a violation. The Property Manager will notify the Fining Committee which will schedule a hearing. The hearing will be at a location on the Condominium property, open to the Owners and with advance notice and postings as per the requirements of a Board meeting. Decisions will generally be made at the meeting but may be delayed as the Fining Committee may deem necessary.

Minutes of the concluded hearings, noting the facts and circumstances of the case, the issues considered, and the decision of the Committee will be developed within 10 business days of a hearing being complete and permanently maintained in the Condominium office.

Should the Fining Committee deny the appeal, payment of the fine is due within 30 days of the hearing. In the event of non-payment of the fine, the Property Manager may initiate court action or other remedies available to the Condominium or other actions may be initiated including removal of privileges such as automated bar code access to the property.

14.6 Other Board and Owner Enforcement Rights

Nothing in this procedure would preclude the Board from exerting any other enforcement rights that they may have in the Rules.

Section 15 – RULES AND REGULATIONS FOR RESERVING RECREATION SPACE

Definitions:

Social Clubs or Organizations – A club, group, or organization is defined as a group of NI residents that meet periodically for the same purpose and provide social, recreational, educational, or other opportunities which enhance the quality of life or physical facilities of the NI Condo Association members, and who charge for membership or collect money for events. Such an assembly of people are required to present the appropriate form to the Condominium Association designating name, Representative, and requested meeting times. When reserving an event, an officer of the club or organization must provide appropriate identification to authenticate their authority to execute the rental contract. Events will be printed in the weekly bulletin and are to be open to all unit owners.

Group – An assembly of people who do not charge membership or collect money. Such an assembly of people are required to present the appropriate form to the Condominium Association designating name, Representative, and requested meeting times. When reserving an event, an officer of the club or organization must provide appropriate identification to authenticate their authority to execute the rental contract. Events will be printed in the weekly bulletin and are to be open to all unit owners.

Individual Resident Use – A resident that will reserve recreation space.

NI – Nettles Island, Inc.

Rules and Regulations:

1. Reservations for any designated common areas are not permitted for functions or events of non-residents of Nettles Island.
2. Rental of any Recreation Space is 4 hours maximum
3. Social Clubs, Organizations and Groups must make reservations 6 months in advance. Reservations are subject to availability due to unforeseen extenuating circumstances. A Recreation Supervisor or Property Manager may reschedule or relocate clubs, organizations, or groups to another facility.
4. For use of the recreation spaces, here is a list of the maximum occupant capacities:
 - a. Main Recreation Hall – maximum of 299 occupants
 - b. Recreation Café – maximum of 60 occupants
 - c. Recreation Back Porch – maximum of 40 occupants
 - d. East Rec Hall – maximum of 40 occupants
 - e. East Rec Hall Back Room – maximum of 10 occupants
5. Individual Residents reserving Recreation Space are required to pay rental fee, of which half will be returned to the individual resident, if there is no damage. If damage

occurs, the funds will be utilized from the rental fee for the repair or replacement of damage, and any overage will be the ultimate responsibility of the Lot Owner/Trustee/Member. Below is a list of fees per space:

- a. Main Recreation Hall - \$500
 - b. Recreation Café - \$300
 - c. Recreation Back Porch - \$200
 - d. East Rec Hall - \$300
 - e. East Rec Hall Back Room - \$100
6. Individual Resident users must make reservations 60 days in advance. Reservations are subject to availability due to unforeseen extenuating circumstances. A Recreation Supervisor or Property Manager may reschedule or relocate individual residents to another facility.
 7. If a renter or guest is reserving a space, the Lot Owner must be current with NI Association fees and fines, if any, to allow access to use any facility.
 8. No reservation will be accepted for **Main Hall and 2nd Floor Kitchen** on Holidays or Holiday weekends, unless authorized by the Board of Directors. Holiday events sponsored by Nettles Island Recreation Department are open to all residents.
 9. Designated areas that may be reserved are the **Main Hall, 2nd Floor Kitchen, Recreation Hall Back Porch, Recreation Hall Snack Bar, East Rec Hall, and East Rec Hall Back Room**. All other facilities and common areas may be reserved by Nettles Island registered Social Clubs, Organizations, or Groups with the approval of the Property Manager and/or Board of Directors. All other recreation amenities serve all residents and may not be reserved by individual owners.
 10. Recreation Supervisors will confirm availability of the **Main Hall, 2nd Floor Kitchen, Recreation Hall Back Porch, Recreation Hall Snack Bar, East Rec Hall, and East Rec Hall Back Room**.
 - a. A reservation request must include specific information, including, but not limited to the purpose, activities and performances that will take place. Purposes must be in conformance with generally accepted practices of NI and not include activities for which the Association is not insured for.
 - b. Any equipment installations (including, but not limited to bounce houses, amusement rides or booths, electrical signage, etc.) or any other overly physical, inherently dangerous, and/or out of the ordinary activities are not permitted.
 11. Condominium Grills can only be used by registered Social Clubs, Organizations, or Groups. A reservation is required and there will be a charge of \$50.00 for grill setup, clean up and propane use. No personal grills, propane tanks, or similar cooking

equipment may be used on any condominium common element property. Any damages to grills will be charged accordingly. The Nettles Island Fishing Club (NIFC) has ownership of seven (7) propane tanks, which may be stored on common property and will be transported by the NI Maintenance Department, when needed for use by the NIFC. All costs for propane refills, or replacement propane tanks will be the responsibility of the NIFC per the Board Resolution adopted April 10, 2019.

12. A specific layout of tables & chairs and equipment needed, contracts for caterer(s) and entertainer(s), and fees for set up and clean up, must be given to Recreation Supervisors no later than 14 days before the function or event date.
13. A guest list, indicating a majority, defined as 50% plus 1, of Nettles Island owners (one owner representative per lot) must be provided to Recreation 14 days in advance of the reserved date for any reservation of Individual Resident Use. Security will be forwarded the list of outside guests and they will be verified at gate.
14. Only Nettles Island staff may set up or take down tables, chairs and conduct clean up duties. A cleaning fee of \$25.00 per hour, per staff member, or partial hour after first hour will be billed for excessive clean up (i.e., washing pots and pans) to the Social Club, Organization or Group.
15. A charge of \$25.00 per hour, per staff member, will be assessed if additional staff or security is necessary.
16. A 14-day written notice to Recreation Supervisors is required for use of the audio and visual system. The audio and visual system and stage curtain may only be operated by a Nettles Island, Inc. designated person. All payments provided for designated operator(s) of Association's audio and video equipment must be paid by the person reserving the space 14 days in advance.
17. Piano and organ use is prohibited without approval of the Recreation Supervisors.
18. Nettles Island registered Social Clubs, Organizations, Groups, or residents using any facilities are responsible for complying with all NI Rules & Regulations, state statutes and local laws including but not limited to drugs, alcohol, tobacco and firearms. Charging, selling, or serving of alcohol without proper license, permits and insurance is prohibited when using the association property or common element.
19. Pyrotechnics of any kind and open flames are not permitted inside or outside any common recreation building or area for any purpose. This includes, but is not limited to smoke or fog machines, tiki torches, sparklers or any such item or device, which

may cause the fire alarm system to go off. Should the fire alarm system go off, the party's responsible for signing the contract will be billed any fees incurred by Nettles Island from local fire or police departments response for false alarms or otherwise.

20. Nothing may be hung from the lighting, stage curtains, ceilings, or walls. No staples, nails, or tape of any kind may be used on surfaces of reserved area. Decorations shall in no way damage the property. Damages will be deducted from security deposit. Any damages in excess of deposit will be billed to the party responsible signing the contract. Rice, confetti, glitter, balloons or birdseed throwing is prohibited.
21. The proper receptacles, that are provided, for trash and recyclables must be used. NI Employees will remove trash from the receptacles.
22. Private enterprises or businesses are prohibited from selling products, goods, or services on common element without express approval from the Board of Directors.
23. Individual Residents must provide a Certificate of Liability Insurance, naming NI as Additional Insured and with at least \$1 million in coverage, purchase and provide their own Special Event policy or pay NI for Rider Insurance at a fee of \$200. The Certificate of Insurance or Special Event policy must be provided 14 days in advance of the event.

All Individual Residents, Social Club, Organization, or Group shall not serve alcohol. However, if a Social Club, Organization, or Group has its own alcohol liability policy and liquor license, that Social Club, Organization, or Group may serve alcohol providing they follow their liability insurance policy.

HURRICANE AND TROPICAL STORM OR OTHER EMERGENCY RECOMMENDED PREPARATION GUIDELINES

Hurricane season is June 1st through November 30th annually

HURRICANES AND TROPICAL STORMS

Owners are strongly encouraged to follow the recommended Hurricane Preparedness Guidelines below when an announcement has been made indicating a Hurricane or Tropical Storm Warning is in effect for the local area covering Nettles Island, or when the occupant leaves Nettles Island for one (1) week or more during hurricane season.

- Golf carts, motorcycles, bicycles, boats, trailers, lawn furniture, planters, flowerpots, and other loose items should be secured, tied down or stored inside the dwelling.
- Trash cans should be removed from in-ground container and stored indoors, and trash can lids secured.
- Hurricane shutters are recommended.
- Watercraft should not be left either in the water or on boat lifts.
- Recreation vehicles, trailers, and boats not properly tied down should be removed from Nettles Island and brought to a safe location.
- Flags, flag poles, satellite dishes, and antennas should also be taken down and either secured or stored in the dwelling.
- Owners should be aware that they could be held responsible for any damage or loss to others due to their negligence in not preparing for the weather event.

PANDEMIC

During a pandemic, owners should take precautions:

- Keep a mask handy. Wear a mask in enclosed spaces, when you shop or go to into the Rec Hall, Office, or Cafe and anytime you are in close contact with people outside your household.
- Practice social distancing—staying six (6) feet apart---when you are with people who live outside your household. Keep social activities outdoors.
- Wash hands frequently, and be mindful about touching public surfaces (elevator buttons, handrails, doorknobs, and other high-touch areas)
- Adopt stricter quarantine practices if you or someone in your circle is at higher risk.

FIRE OR ACTIVE SHOOTER EVACUATION.

In a fire or active shooter scenario:

- Know the escape routes in your home and in all Common Element buildings.

Procedures Governing Contractor and Building Activity On Nettles Island

General Information

A. CONTRACTOR REQUIRED DOCUMENTATION A. GENERAL INFORMATION

- ~~1. Copy of license and/or permit to conduct business in St. Lucie County and/or State of Florida, as applicable.~~
- ~~2. Certificate of Insurance as follows:
 - a. ~~Manufacturers' and Contractors' liability in the amount of \$300,000.00 bodily injury liability and \$300,000.00 in property damage. The insurance certificate must be sent in by insuring agent.~~~~
1. Owners are responsible for the actions and behavior of their Contractors. Owners are responsible for notifying their Contractors of all Nettles Island rules and regulations including Procedures Governing Contractor and Building Activity on Nettles Island.
2. There must be no outstanding liens against the property in favor of Nettles Island.
3. Existing violations are to be settled before placement of unit or any exterior alterations of existing unit, unless otherwise approved by the Architectural Committee.
4. When a dispute arises from either the owner, contractor, or adjacent property owner, the Board of Directors shall only have the authority to enforce the stated Nettles Island Rules and Regulations and other governing documents as would pertain to the dispute.

B. WORKING HOURS

1. 8:00 a.m. until 5:00 p.m., Monday through Saturday.
2. All contractors and personnel will vacate the Condominium no later than 5:30 p.m. unless otherwise authorized by the Condominium Management.
3. Working on Sundays and Holidays is prohibited.

C. REQUIRED DOCUMENTS TO SUBMIT FOR APPROVAL

1. Exhibit A Adjacent Property Protection Plan- The Board of Directors wants to help unit owners protect their property during construction on adjacent lots. Photos of neighboring properties **must** be submitted to the condo office along with this form. Exhibit A Form must be signed by the contractor and can either be signed by the neighboring property owner(s) or mailed to them by certified mail (certified mail receipt must be provided as proof of mailing). The document can be mailed by the condo office for a fee.

2. Exhibit B Unit Owner Authorization for Contractor Access to Unit Property
3. Relevant Construction Policy – (New Construction Policy, Renovation Policy, Slab/Paver/Pavement Policy, or Demolition and Removal Policy) Must be initialed and signed by the contractor.
4. Professional plans/drawings, professional survey, and or other measurements, photos, or documents as determined by the Architectural Committee may also be required (contact Condo Office for more information).

D. NO WORK IS TO BEGIN UNTIL PLANS ARE:

1. Reviewed by ~~Architectural Committee and Management~~ Management and Architectural Committee
2. Approved by the Condominium Association.
3. Permits are obtained from ~~St. Lucie County~~ all relevant local and state officials, where applicable.
4. ~~A completed Adjacent Property Protection Plan form submitted.~~
5. ~~Complete Unit Owner Authorization for Contractor Access to Unit Property. (3/1/17)~~
6. 4. Changes to approved plans that affect the exterior must be re-submitted to the Association for approval before changes can be completed.
7. 5. All plans and specifications must be in accordance with the Nettles Island Governing Documents and all relevant local and state building codes.

~~E. SET BACKS~~

~~All plans and specifications must be in accordance with the rules in the Condominium Documents and St. Lucie County Building Codes.~~

F. E. VEHICLE AND ROAD REQUIREMENTS

1. Register with Security and specify the lot number where working each work day.
2. Display identification issued by Security on vehicle dashboard.
3. Place construction cones in front and rear of construction vehicles parked on Nettles Island streets.
4. Observe all posted speed limits and other vehicle signage.
5. Vehicles shall not obstruct Condominium traffic.
6. Notify Condominium Management or Security if road obstruction is necessary at job site.
7. All vehicles must conform to posted weight signs on Nettles Island bridges.
8. Roadways and job sites must be ~~swept~~ cleaned up and free of debris at the end of each work day.
9. Building material may not be placed on or protrude into the street, over the seawalls, or on neighboring properties.

10. Security must be notified 24 hours prior to any concrete pour, truss delivery, crane operation, trailer removal, trailer delivery, large truck delivery, etc. Security must accompany contractor to job site and remain on site to ~~insure~~ ensure no traffic issues. ~~General Contractor or owner will be responsible to pay for this service. Hours to be billed at \$25.00 per hour.~~

G. F. JOB SITE REQUIREMENTS

1. Contractor signs (NTE 12”x18”) may not be displayed until construction has begun and must be removed when all work is completed or certificate of occupancy is issued by County.
2. Permits must be prominently displayed at the job site.
3. Debris containers must be placed on lot and must not hinder traffic visibility.
4. Debris is to be removed by the contractor.
5. Sand, light or loose building materials and all trash containers must be covered with a tarpaulin when not in use.
6. Contractors are responsible to keep workplace, roadway, and adjacent properties clean and safe at all times.
7. Upon completion of work, all common areas and lots adjacent to job site will be inspected by Management. All repairs and cleanup requirements will be reported to contractor and property owner to clean or repair as needed.
8. Must obtain written permission from adjacent property owner to store material or park equipment or use water hook ups on adjacent properties.

H. G. VIOLATIONS AND INFRACTIONS

1. Contractors must comply with approved plans submitted to St. Lucie County and the Condominium Association. If plans are not followed, it will be the Contractor’s responsibility to make corrections at their own expense. ~~and they will not be allowed to work in Nettles Island until infraction is corrected.~~
2. Violations of Nettles Island ~~rules and regulations~~ Governing Documents by the contractor ~~may result in contractor expulsion from Nettles Island Condominium by the Board of Directors and~~ may result in a fine to the unit owner.

I. ~~PROTECTION OF ADJACENT UNIT OWNER PROPERTY DURING CONSTRUCTION~~

~~The Board of Directors wants to help unit owners protect their property during construction on adjacent lots. We must also protect our common elements, which may be involved during any construction activity. These procedures will be applicable to all construction of new or remodeled homes, trailers, add-a-rooms, roof-overs, trailer relocation, etc. When a General Contractor obtains a contract to build on a lot, he must:~~

- ~~1. Pick up the “Adjacent Property Protection Plan” forms from the Condominium Office.~~
- ~~2. Notify Adjacent Owners on Adjacent Property Protection form. (Contact information maybe obtain from Condominium Office)~~

- ~~3. Notify adjacent owners by registered mail.~~
- ~~4. Submit paperwork to Condominium Office showing attempt was made if owner refuses to sign.~~
- ~~5. Submit original documents to Condominium Office once signed.~~
- ~~6. Submit pictures of all adjacent properties involved.~~
- ~~7. Must obtain written permission from adjacent property to store material or park equipment.~~

J. H. CONDOMINIUM FACILITIES

1. Contractor personnel may use restrooms and snack bar.
2. No other Condominium facilities are available for use by Contractor personnel.

K. I. NETTLES UTILITIES (WATER AND SEWER)

1. Nettles Island Inc. is responsible for the water and sewer on the island.
2. When any construction activity is planned, our office must be notified so that these utilities can be located on the property.
3. Primary sewer mains may run through the property. Existing manholes and cleanouts need to remain as installed and must be always accessible. Requests for the relocation of any utilities is at the owners' expense with the approval of must be submitted to Condominium Association for approval.
4. In the event that any lines, sewer or water, are damaged the repairs will be done at the owners' expense.
- 4.5. Must obtain written written permission from adjacent property owner to use water hook ups on adjacent properties.
- 5.6. Our Nettles Island maintenance staff will adjust sewer and water service connections for a fee at cost as a courtesy to residents. Cost will be as determined by Condo Management. Charge is \$225.00 up to three (3) man hours.

- L. J. All Architectural approvals issued by Nettles Island are valid for six (6) months, owners must show reason to obtain approval for an additional six (6) months.**

H. STORM POLICY FOR CONTRACTORS

Hurricane season June 1st thru Nov. 30th

In an effort to protect Unit Owners and Condominium Properties and to limit injury and liability, the following procedures are in effect during hurricane season.

Upon notification from the weather service forecast of a Tropical Storm or Hurricane:

- A. There will be no deliveries of construction materials allowed within 48 hours before the forecasted impact.
- B. All construction materials on site must be secured at least 48 hours before the forecasted impact.
- C. Construction debris must be removed from site no later than 48 hours before the forecasted impact.
- D. Contractor equipment, vehicles and boxes must be removed.
- E. Contractor must notify Management when job site is secured.

~~Condominium Management to inspect and sign that job site Storm Policy is completed.~~

~~Condominium Management Signature _____ Date _____~~

~~Print Name _____~~

~~Contractor Signature _____ Date _____~~

~~Print Name _____~~

EXHIBIT A

ADJACENT PROPERTY PROTECTION PLAN

Date _____ Construction on Nettles Island Lot # _____

Contractor Name _____ Phone # _____

Contractor Email Address _____

Adjacent Homeowner Name _____ Lot # _____

Mailing Address _____

Brief description of construction to be completed (roofing, pavers, new construction, etc.) :

Pictures Photos of the adjacent property stated above have been delivered to the Nettles Island Condominium Office. This is to show the condition of the property and to ensure the adjacent lot owner that his/her property, along with any Condominium common element, will be brought back to its existing condition after the construction has been completed.

Contractor Signature _____ Date _____

Print Name _____

Adjacent Owner Signature _____ Date _____

Print Name _____

EXHIBIT B

UNIT OWNER AUTHORIZATION FOR CONTRACTOR ACCESS TO UNIT PROPERTY

Unit Owners must complete the following authorization form to permit ongoing contractor access to unit property for construction work or activity. Form must be received by NI Condo Office ~~or Security Office~~ prior to commencement of construction work or activity.

1. Lot Number: _____
2. Owner Name: _____
3. Name of Contractor/Business: _____
4. Point of Contact for Contractor/Business: _____
5. Point of Contact Phone Number: _____
6. Start Date: _____ End Date: _____
7. Contractor Authorized to Call Others (Sub-Contractors) In**:
Yes____ No____

Owner Signature: _____

**If “Yes” is selected, this allows your contractor to contact the Security Department directly to let them know that a sub-contractor/party/person(s) will need access to perform services on your unit. Security will not need to contact you directly to allow entry for other sub-contractor/party/person(s) working under your contractor. If “No” is selected, Security will need to verify with you, the owner, that access to your unit is approved.

~~Nettles Island Security or~~ Condo Staff will enter the contractor into our Community Management System, allowing entry to the contractor for the date range specified. The Community Management System will also note whether or not you approved your contractor to authorize sub-contractors/party/person(s) to your Unit.

If you have any questions regarding this, you can reach the Condo Office at 772-229-2930 Monday through Friday 08:30 AM ~~to 12:00 PM and 12:30 PM~~ to 4:00 PM.

Unit # _____

Owners Name _____

III. NEW CONSTRUCTION POLICY

Initial

- _____ 1. Permits ~~are~~ must be obtained ~~from St. Lucie County~~ all relevant local and state officials, where applicable.
- _____ 2. Exhibit A&B completed and submitted to Condo Office prior to commencement of Construction. (3/1/17)
- _____ 3. Submit for approval ~~two (2) copies of a survey of property, floor plan and elevation~~ Showing the new proposed home before any construction can be started. architectural/engineered drawings including elevation for proposed new construction.
- _____ 4. ~~Provide to Condominium Office~~ Submit for approval a professional survey to show site plan of new construction. Survey must show all setbacks, two 8'x18' paved parking spaces, and all proposed new construction, new pavement, and any other proposed exterior modifications.
- _____ 5. Utilities located and marked required before excavating.
- _____ 6. Approval of Condominium Management required for all utility locations belonging to Nettles Island.
- ~~_____ 7. There are no outstanding liens against the property in favor of Nettles Island.~~
- ~~_____ 8. Existing violations are to be settled before placement of unit or any outside alteration of existing unit.~~
- _____ 7. All construction and material must meet ~~St. Lucie County Building Code requirements~~ all relevant local and state building codes.
- _____ 8. Units must be tied down to conform to ~~St. Lucie County requirements~~ all relevant local and state requirements. ~~The Condominium has the right to tie down the unit and invoice the owner if the owner is not in residence.~~
- _____ 9. Roof materials not permitted; wood shingles, shakes and hot tar/gravel.
- _____ 10. "A frame" construction is not permitted.

NEW CONSTRUCTION POLICY (CONT.)

- _____ 11. Flat roofs are not permitted to exceed 15% of the total roof on new construction.
- _____ 12. No fireplaces, gas or wood, shall be permitted inside/outside a dwelling.
- _____ 13. Carports are not permitted.
- _____ 14. Units must have skirting consisting of material approved by St. Lucie County.
- _____ 15. Contractor must control all airborne particles and dust clouds by using water to keep damp.
- _____ 16. Total length and width of a unit shall be restricted by setback requirements. Left (screen room side) setback is eight (8) feet from structure to your lot line. Right setback is zero (0) feet from your structure to your lot line. Rear setback is five (5) feet from your structure to your lot line. Front setback is ten (10) feet from your structure to the lot line.
- _____ 17. No construction shall be permitted across adjoining property lines.
- _____ 18. No portion of the structure may encroach into the airspace beyond the zero lot line along the right side of the property. This includes, but is not limited to, awnings, gutters, and shutters.
- _____ 19. You must have a rain gutter installed on the right zero setback side, the gutter cannot empty on your neighbor's property.
- _____ 20. Gutters must be installed (or scheduled to be installed, evidence required) on all New Construction prior to the issuing of the Certificate of Occupancy.
- _____ 21. Gutter downspouts on properties adjacent to the seawall cannot empty water behind the seawall. Roll out gutters may be used to drain water over the seawall.
- _____ 22. Slabs may not be poured in the eight (8) foot setback on an RV lot, however, a concrete sidewalk can be installed next to a permanent dwelling, in the left eight (8) foot side setback. The sidewalk must be installed at ground level and shall be no wider than three (3) feet in width (or four (4) feet in width with a handicap variance). ~~No sidewalk may be attached or placed in eight (8) foot setback without the home plans on file with Condominium Office.~~

NEW CONSTRUCTION POLICY (CONT.)

- _____ 23. Slabs may not be poured in the five (5) foot rear utility easement. Only an air conditioner, air conditioner platform, and a 4'x4' landing and set of steps are allowed to be installed in the five (5) foot utility easement. Landing and steps must be removeable. No concrete foundations in easement.
- _____ 24. Building materials such as stone or pavers, which do not interfere with water drainage, may be installed in the rear five (5) foot setback and in the side eight (8) foot setback. Units having existing wood or wood like material in the setbacks will be permitted to remain until they need to be replaced from this date forward 03/02/2016.
- _____ 25. Entry into the unit is not to be made from the right hand lot line except on corner Lots with variance granted by St. Lucie County and Condominium Management Association.
- _____ 26. Awnings installed on units shall be installed with proper county permits in accordance with all relevant local and state building codes and approval from the Condominium Management Association. Permanent awnings can only encroach a maximum of twelve (12) inches into the left 8 foot, rear 5 foot, and front 10 foot setbacks.
- _____ ~~27. Left (screen room side) setback is eight (8) feet from structure to your lot line. Right setback is zero (0) feet from your structure to your lot line. Rear setback is Five (5) feet from your structure to your lot line.~~
- _____ 27. Maximum unit height shall be twenty two (22) feet from flood plain level (base flood elevation), plus one foot (1') as per St. Lucie County building code. Federal Emergency Management Acts (FEMA) prohibits living spaces below the flood plain. (8/15/18)
- _____ 28. Paving requirements:
1. Two ~~2~~ 8'x18' paved parking spaces installed.
2. Paving on corner lots will be evaluated individually by Condominium Management Association.
- _____ ~~29. Concrete sidewalk on the eight (8) foot setback side of the unit shall be constructed at ground level and shall be no wider than three (3) feet in width, exception handicap requirement is four (4) feet in width.~~

NEW CONSTRUCTION POLICY (CONT.)

- _____ 29. Provide Condominium Office with Form Board Survey for a site built home.
- _____ 30. Provide Condominium Office with a Final Tie In Survey, with elevation certificate for a modular built home, manufactured mobile home, or park model home upon completion.
- _____ 31. Provide Condominium Office with a Certificate of Occupancy for any new home.
- _____ 32. Installation of pavers in the rear five (5) foot setback or the side eight (8) foot setback does not require a lot survey, however, it is strongly recommended to verify the ~~lot~~-property ~~boundary~~-lines. Adjacent property protection forms (Exhibit A) must be submitted for any paving that abuts to a property line. Extending pavers beyond the ~~lot~~-property line would be decided by neighboring lot owners. A written agreement between owners is strongly recommended to be filed with the condo office.
- _____ 33. Water supply lines, that are changed or altered from the original installation must be approved by ~~Management and the~~ Architectural Committee. This includes the installation of underground sprinkler systems, to eliminate the possibility of system contamination from ground surface water. All modifications must meet the current codes and DEP approved d plans and regulations pertaining to the Nettles Island water system.
- _____ 34. No spray painting allowed of exterior structures.
- _____ 35. All new residences located within ten (10) feet of the seawall face, must be constructed on permanent deep foundation systems. A copy of the foundation plans must be submitted for approval. The owner provided Professional Engineer is responsible for locating the in-situ seawall system to ensure new construction will have no impact on the existing seawall system, particularly the tie rod and dead man. Manufactured or mobile homes and standard driveways are exempt.

Contractor Signature _____ Date _____

Print Name _____

Condominium Management Signature _____ Date _____

Print Name _____

~~Condominium Management~~ Final sign off of job site for clean up, job and permit completion.

Condominium Management Signature _____ Date _____

Unit # _____

Owner's Name _____

IV. Renovation Policy

Initial

- _____ 1. Permits ~~are~~ must be obtained from ~~St. Lucie County~~ all relevant local and state officials, where applicable.
- _____ 2. Exhibit A&B completed and submitted to Condo Office prior to commencement of Construction. (3/1/17)
- _____ 3. Utilities located and marked required before excavating.
- _____ 4. Approval of Condominium **Management** Association required for all utility locations belonging to Nettles Island.
- ~~_____ 5. There are no outstanding liens against the property in favor of Nettles Island.~~
- ~~_____ 6. Existing violations are to be settled before placement of unit or any outside alteration of existing unit.~~
- _____ 5. No construction shall be permitted across adjoining property lines.
- _____ 6. No portion of the structure may encroach into the air space beyond the zero lot line along the right side of the property. This includes, but is not limited to, awnings, gutters, and shutters.
- _____ 7. All construction and material must meet ~~St. Lucie County Building Code requirements~~ all relevant local and state building codes.

RENOVATION POLICY (CONT.)

- _____ 8. Building materials such as stone or pavers, which do not interfere with water drainage, may be installed in the rear five (5) foot setback and in the eight (8) foot setback. Units having wood or wood like material will be permitted to remain until they need to be replaced from this date forward 03/02/16.
- _____ 9. Units must have skirting consisting of material approved by St. Lucie County.
- _____ 10. Units must be tied down to conform to ~~St. Lucie County requirements~~ all relevant

~~local and state requirements. The Condominium has the right to tie down the unit and invoice the owner if the owner is not in residence.~~

- ~~_____ 11. Carports are not permitted.~~
- ~~_____ 12. No fireplaces, gas or wood, shall be permitted inside/outside a dwelling.~~
- ~~_____ 13. Roof materials not permitted; wood shingles, shakes and hot tar/gravel.~~
- ~~_____ 14. Total length and width of a unit shall be restricted by setback requirements. Left (screen room side) setback is eight (8) feet from structure to your lot line. Right setback is zero (0) feet from your structure to your lot line. Rear setback is five (5) feet from your structure to your lot line. Front setback is ten (10) feet from your structure to the lot line.~~
- ~~_____ 15. Awnings installed on units shall be installed with proper county permits in accordance with all relevant local and state building codes and approval from the Condominium Management Association. Permanent awnings can only encroach a maximum of twelve (12) inches into the left 8 foot, rear 5 foot, and front 10 foot setbacks.~~
- ~~_____ 16. Left (screen room side) setback is eight (8) feet from structure to your lot line right Setback is zero (0) feet from your structure to your lot line. Rear setback is five (5) feet from your structure to your lot line.~~
- ~~_____ 17. You must have a rain gutter installed on the right zero setback side, the gutter cannot empty on your neighbor's property. Properties adjacent to the sea walls cannot empty water behind the sea wall. Roll out gutters may be used to drain water over the sea wall.~~

RENOVATION POLICY (CONT.)

- ~~_____ 18. Paving requirements:
 - ~~3. Two 8'x18' parking spaces installed.~~
 - ~~4. Paving on corner lots will be evaluated individually by Condominium Management.~~~~
- ~~_____ 19. Concrete sidewalk on the eight (8) foot setback side of the unit shall be constructed At ground level and shall be no wider than three (3) feet in width, exception Handicap requirement is four (4) feet in width.~~

_____ 18. Slabs may not be poured in the five (5) foot rear utility easement. Only an air conditioner, air conditioner platform, and a 4'x4' landing and set of steps are allowed to be installed in the five (5) foot utility easement. Landing and steps must be removeable. No concrete foundations in easement.

_____ 19. Contractor must control all airborne particles and dust clouds by using water to keep them damp.

_____ 20. No spray painting allowed of exterior structures.

Contractor Signature _____ Date _____

Print Name _____

Condominium Management Signature _____ Date _____

Print Name _____

Condominium Management Final sign off of job site for clean up, job and permit completion.

Condominium Management Signature _____ Date _____

Unit # _____

Owner's Name _____

~~V.~~ Demolition, and Removal, ~~and Relocation~~ Policy

Initial

_____ 1. Permits ~~are~~ must be obtained from St. Lucie County officials, where applicable.

_____ 2. Exhibit A&B completed and submitted to Condo Office prior to commencement of construction.

- ~~_____ 3. There are no outstanding liens against the property in favor of Nettles Island.~~
- ~~_____ 4. Existing violations are to be settled before placement of unit or any outside alteration of existing unit.~~
- _____ 3. Utilities located and marked required before excavating.
- _____ 4. Approval of Condominium Management required for all utility locations belonging to Nettles Island.
- _____ 5. No demolition of a Unit # _____ or screen room will be allowed unless until the contractor unit owner obtains ~~Condominium Management approval at least seventy-two hours prior to the unit or screen room being removed~~ approval from the Architectural Committee.
- _____ 6. ~~Condominium Management/Security will verify job site address and lot # _____ are the same with the contractor present.~~
- ~~_____ 7. Copy of the permit must be prominently displayed at the job site.~~
- _____ 7. The contractor has seventy-two hours to completely clean and clear the site upon Commencement of demolition.
- _____ 8. Contractor must control all airborne particles and dust clouds by using water to keep them damp.
- ~~_____ 9. No spray painting of exterior structures.~~

DEMOLITION, AND REMOVAL, ~~AND RELOCATION~~ POLICY (CONT.)

Contractor Signature _____ Date _____

Print Name _____

~~Condominium Management Signature _____ Date _____~~

~~Print Name _____~~

~~Condominium Management~~ Final sign off of job site for clean up, job and permit completion.

Condominium Management Signature _____ Date _____

Unit # _____

Owner's Name _____

VI. Slab/Paver/Pavement Policy

Initial

- _____ 1. Permits ~~are~~ must be obtained from St. Lucie County officials, where applicable.
- _____ 2. Exhibit A&B completed and submitted to Condo Office prior to commencement of construction. (3/1/17)
- _____ 3. Provide a site plan survey of property ~~before any construction can be started for all~~

new concrete slabs.

- ~~_____ 4. There are no outstanding liens against the property in favor of Nettles Island.~~
- ~~_____ 5. Existing violations are to be settled before placement of unit or any outside alteration of existing unit.~~
- _____ 4. Utilities located and marked required before excavating.
- _____ 5. Approval of Condominium Management required for all utility locations belonging to Nettles Island.
- _____ 6. No construction shall be permitted across adjoining property lines.
- _____ 7. All construction and material must meet St. Lucie County Building Code requirements.
- _____ 8. Slabs may not be poured in the five (5) foot rear utility easement. Only an air conditioner, air conditioner platform, and a 4'x4' landing and set of steps are allowed to be installed in the five (5) foot utility easement. Landing and steps must be removeable. No concrete foundations in easement.
- _____ 9. Slabs may not be poured in the eight (8) foot setback on an RV lot, however, a concrete sidewalk can be installed next to a permanent dwelling, in the left eight (8) foot side setback. The sidewalk must be installed at ground level and shall be no wider than three (3) feet in width (or four (4) feet in width with a handicap variance). ~~No sidewalk may be attached or placed in eight (8) foot setback without the home plans on file with Condominium Office.~~

SLAB/PAVER/PAVEMENT POLLICY (CONT.)

- _____ 10. Building materials such as stone or pavers, which do not interfere with water drainage, may be installed in the rear five (5) foot setback and in the side (8) foot setback. Units having existing wood or wood like material in the setbacks will be permitted to remain until they need to be replaced from this date forward 03/02/16.
- _____ 11. Contractor must control all airborne particles and dust clouds by using water to keep them damp. Concrete and pavers must be wet cut.
- ~~_____ 12. Provide Condominium Office with the Final Survey showing the position and Setbacks of the slab on the lot.~~

_____ 12. Installation of pavers in the rear five (5) foot setback or the side eight (8) foot setback does not require a ~~lot~~ survey, however, it is strongly recommended to verify the ~~lot~~-property ~~boundary~~-lines. Adjacent property protection forms (Exhibit A) must be submitted for any paving that abuts to a property line. Extending pavers beyond the ~~lot~~-property line would be decided by neighboring lot owners. A written agreement between owners is strongly recommended to be filed with the condo office.

_____ 13. The removal and replacement of pavers or concrete for repairs to any utilities (including the in- ground trash container) will be the responsibility of the unit owner.

_____ 14. Concrete and pavers must be installed so that drainage of water shed from pavement installation does not adversely affect neighboring properties.

Contractor Signature _____ Date _____

Print Name _____

~~Condominium Management Signature~~ _____ ~~Date~~ _____

~~Print Name~~ _____

~~Condominium Management~~ Final sign off of job site for clean up, job and permit completion.

Condominium Management Signature _____ Date _____

Unit # _____

Owner's Name _____

VII. Marine Construction Policy

Initial

- _____ 1. Permits must be obtained from all relevant local, state, and DEP officials, where applicable.
- _____ 2. Exhibit B completed and submitted to Condo Office prior to commencement of construction. (3/1/17)
- _____ 3. Boatlifts are required to have a complete mechanical electrical disconnect.
- _____ 4. Nothing may be affixed, attached, over, or bear weight, in any way, on the seawall and cap. Conduits for water and electric may extend over the seawall to a dock or

boat lift but they cannot be affixed to the seawall or cap.

- _____ 5. Drilling holes, penetrating, painting, modifying, or covering the seawalls and caps is prohibited.
- _____ 6. Unit owners will be responsible for all costs associated with partial or full removal of docks and boat lift structures, including conduits for water and electric, to facilitate seawall and cap maintenance, repairs, and replacements.
- _____ 7. Copy of the permit must be prominently displayed at the job site.
- _____ 8. Rescue ladders are required on all docks for safety and cannot be attached to the seawall or cap.
- _____ 9. Dock structures are prohibited from spanning two (2) lots contiguously.

MARINE CONSTRUCTION POLLICY (CONT.)

- _____ 10. For docks and boat lifts located in Nettles Island canals, the dock and/or boat mooring structure may only extend up to a point towards the center of the canal in which twelve and one-half (12.5) feet on each side of the original center point of the canal, or fifty (50) feet in the case of the Grand Canal, remain unobstructed, so as to maintain for navigational purposes a total of twenty-five (25) feet centered evenly on the original center point of the canal, or one hundred (100) feet in the case of the Grand Canal, unless a shorter length is required by any applicable governing body. The width of the canal at the job site must be included in the professional plans submitted for approval to the Association.
- _____ 11. Canals cannot be blocked and must remain navigable during construction and overnight. Contractor must arrange for overnight parking of equipment.

Contractor Signature _____ Date _____

Print Name _____

Final sign off of job site for clean up, job and permit completion.

Condominium Management Signature _____ Date _____

~~VII. Conflict Resolution~~

~~When a dispute arises from either the owner, contractor, or adjacent property owner, the Board of Directors shall only have the authority to enforce the stated Rules and Regulations and other governing documents as would pertain to the dispute.~~