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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

This is the Amended and Restated Declaration of Condominium of Island Dunes Condominium A, recorded at Official Records Book 400, Page 2021 et. seq., and amended at Official Records Book 449, Page 1296 et. seq., Official Records Book 572, Page 2946 et. seq., Official Records Book 648, Page 1177 et. seq., Official Records Book 722, Page 1619 et. seq., Official Records Book 945, Page 560 et. seq., Official Records Book 1050, Page 2737 et. seq., Official Records 1086, Page 2954 et. seq., Official Records Book 1641, Page 2542 et. seq., Official Records Book 1710, Page 2731 et. seq., Official Records Book 2515, Page 575 et. seq., Official Records Book 2559, Page 536 et. seq., Official Records Book 3263, Page 1444 et. seq., Official Records Book 3300, Page 1972 et. seq., Official Records Book 3276, Page 1358 et. seq., Official Records Book 4350, Page 1555 et. seq., Official Records Book 4350, Page 1557 et. seq., Official Records Book 4589, Page 1532 et. seq., Official Records Book 4676, Page 387 et. seq., and Official Records Book 4997, Page 8 et. seq., Public Records of St. Lucie County, Florida.

WHEREAS, the real property more particularly described in Exhibit "A" attached hereto and made a part hereof has been developed with a building containing one hundred eight (108) Condominium apartment units; and

WHEREAS, the aforedescribed real property constitutes Condominium property, and ~~to~~ has been submitted to condominium ownership, pursuant to the terms and conditions hereinafter described; and

WHEREAS, the building housing 108 apartment units is situated upon a portion of the above-described real property situated in St. Lucie County, Florida; said real property being more particularly described in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE, the real property more particularly described in Exhibit "A" attached hereto and made a part hereof has been submitted to condominium ownership pursuant to Chapter 718 of the Florida Statutes (2023), as amended from time to time, hereinafter called the "Condominium Act", subject to that certain Non-Exclusive Easement recorded in the Public Records of St. Lucie County, Florida, which provides ingress to and egress from the Condominium property to a publicly dedicated road.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land as the case may be, and shall rule perpetually unless terminated as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving any interest in the subject real property submitted to condominium ownership, by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such person, agree to be bound by the provisions hereof, and all exhibits attached hereto and made a part hereof. Both the burdens imposed and the benefits shall run with each unit and the interest in common property, as defined herein.

1. The Name by which this Condominium is to be identified is ISLAND DUNES CONDOMINIUM A.

2. Definitions. The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and By-Laws of THE ADMIRAL OWNERS' ASSOCIATION, INC. shall be defined in accordance with the provisions of the Condominium Act (as amended from time to time) and as follows, unless the context otherwise requires:

2.1 Apartment or unit means unit as defined by the Condominium Act, which includes, without limitation, all apartments and all eighteen (18) penthouse apartments.

2.2 Apartment owner or unit owner means unit owner as defined by the Condominium Act, which includes, without limitation, all apartment owners and all eighteen (18) penthouse apartment owners. Apartment owner and Condominium Unit owner shall mean and refer to any owner of an apartment.

2.3 Association means THE ADMIRAL OWNERS' ASSOCIATION, INC., and its successors, as said corporation was incorporated under the laws existing at the time of incorporation. The membership in and voting rights of unit owners in the Association are specifically set out and described in the Articles of Incorporation and By-Laws of THE ADMIRAL OWNERS' ASSOCIATION, INC., which are set out in Exhibits "D" and "E" attached hereto and made a part hereof.

2.4 Condominium Unit Owner means the owner of a Condominium apartment.

2.5 Common Elements shall include:

(a) All of those items stated in the Condominium Act.

(b) Tangible personal property required for the maintenance and operation of the Condominium even though owned by the Association.

(c) All Condominium property not included in the apartments or in the Recreation Area.

(d) Easements for ingress and egress as set forth herein, including the non-exclusive easement which provides ingress to and egress from the Condominium property to a publicly dedicated road.

2.6 Limited Common Elements are those portions of common elements which are reserved for or attributable to the exclusive use of a unit owner, whether such use is assigned as an appurtenance to a unit or separate thereto.

2.7 Recreation Area means those lands which are more particularly described in Exhibit "F" attached hereto and made a part hereof. The Recreation Area was expanded, and, accordingly, the new additions fall within the definition of Recreation Area and have been

conveyed to the "Club" (as hereinafter defined.) The Recreation Area described in Exhibit H-1 attached hereto has been conveyed to the Club as described in Section 3.6 of this Declaration. The portion of the Recreation Area described in Exhibit F-2 and known as the "Existing Owners' Association Property" shall be retained by the Association as Association Property and maintained by the Association all as more particularly set forth herein. The Recreation Area described in Exhibit H-1 attached hereto is the property comprising the Island Dunes Country Club, including all improvements thereon, and shall be considered and treated as common property to be used by all members of the Association, in conjunction with such others as may have similar use rights in the Island Dunes Country Club Property pursuant to the governing documents of the Club.

2.8 Common Expenses include:

(a) Expenses of administration and management of the Condominium property.

(b) Expenses of maintenance, operation, repair or replacement of the common elements, limited common elements, Recreation Area, and of the portions of the units, if any, to be maintained by the Association.

(c) Costs and expenses of capital improvements and betterments and/or additions to the common elements.

(d) That portion of the expenses of administration and management of the Association attributable to the Condominium, as hereafter set forth and as set forth in the Articles of Incorporation and Bylaws of the Association.

(e) Expenses declared common expenses by the provisions of this Declaration or by the By-Laws of the Association.

(f) Any valid charge against the Condominium property as a whole.

(g) The cost and expense of landscape maintenance for the landscaped area around the Condominium building, and that portion of the driveway or street located on the Condominium property.

2.9 Utility Services shall include, but not be limited to, electric power, gas, water, air conditioning, and garbage and sewerage disposal.

2.10 Deleted.

2.11 Institutional Mortgagee means a bank, savings and loan association, insurance company, mortgage company or individual business entity authorized to do business in the State of Florida.

2.12 Deleted.

2.13 Articles of Incorporation means the Articles of Incorporation of the Association, as amended, a copy of which is attached as Exhibit D to this Declaration of Condominium and incorporated herein by reference, as the same may be from time to time amended.

2.14 By-Laws means the By-Laws of the Association, as amended, a copy of which is attached as Exhibit E to this Declaration of Condominium and incorporated herein by reference, as the same may be from time to time amended.

2.15 Club Declaration means that certain Declaration of Covenants, Restrictions and Easements for Island Dunes Country Club, recorded in the Public Records of St. Lucie County, Florida, and which establishes, in part, the development, maintenance and usage of certain utility facilities and certain recreational, parking and other facilities which shall be used and enjoyed by Condominium Unit Owners of Island Dunes Condominium A, in common with others.

2.16 Club means the Island Dunes Country Club, a Florida corporation not for profit, which is charged with certain responsibilities by the Club Declaration.

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

2.18 Hurricane Protection System means the authorized form of hurricane protection for the non-penthouse apartments and the eighteen (18) penthouse apartments, as set forth in Paragraphs 8.4 through 8.8 below, and consistent with the rules and regulations of the Association.

3. Development Plan.

The Condominium is described and established as follows:

3.1 A survey of the land and a graphic description of the improvements in which units are located which identifies each unit by letter, name or number, so that no unit bears the same designation as any other unit, and a plot plan thereof, all in sufficient detail to identify the Common Elements and each unit and their relative locations and approximate dimensions, are attached hereto as Exhibits "A" and "B". Exhibit "A" is the Legal Description, Survey Map and Site Plan. Exhibit "B" is the Floor Plans.

3.2 Surveyor's Certificate. On the date of the execution of this Declaration of Condominium, the condominium building was not substantially completed; however, upon substantial completion of construction of the building, the Developer shall amend the Declaration to include a Certificate of a Surveyor certifying the facts required by Section 718.104 (4) (e), Florida Statutes (1979).

3.3 Intentionally Left Blank.

3.4 Easements are expressly provided for and reserved in favor of the owners and occupants of the Condominium buildings, their guests and invitees, if any, as follows:

(a) Utilities. Easements are reserved throughout the Condominium property as may be required for utility services in order to serve the Condominium, the Recreation Area, and as provided in the Club Declaration, adequately, provided however, such easements shall be only according to the plans and specifications for the buildings or as the buildings are constructed.

(b) Encroachments. In the event that any apartment shall encroach upon any of the common elements or upon any other apartment for any reason other than the intentional or negligent act of the apartment owner, or in the event any common element shall encroach upon any apartment, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

(c) Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of (i) the common elements or (ii) the Recreation Area in accordance with the terms and conditions of the Club Declaration, as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may, from time to time, be paved and intended for such purpose, and such easement shall be for the use and benefit of the apartment owners, the owner of the Recreation Area, and all those claiming by, through or under the aforesaid; provided however nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

(d) Mangrove Preserve. The mangrove preserve area as depicted in Exhibit "H-1" to this Declaration shall be deeded to a public or private agency, which shall be charged with the responsibility of maintaining said area in its natural state. The agency to which this area is deeded, if any, shall have an access easement over and upon the south 15 feet of the Recreation Area west of State Road A-1-A for the purpose of maintaining this mangrove preserve area in its natural state.

(e) Water Tank. A water storage facility (including large-capacity tank) has been constructed upon the lands of the Recreation Area. This water tank shall be exclusively for the use of the ISLAND DUNES development, principally for fire protection and has been conveyed to the Club.

In addition to the above easements, easements are hereby reserved and shall exist under, through and over the Condominium property as may be required for utility services to serve condominiums at ISLAND DUNES to be located on and/or adjacent to the subject property and for pedestrian traffic over, through and across such portions of the common elements as may, from time to time, be paved and intended for such purposes, provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may specifically designated and assigned for parking purposes.

Should the intended creation of any easement fail by reason of the fact that, at the time of creation, there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not be so created shall, nevertheless, be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement and the unit owners designate the Association as their lawful attorney-in-fact to execute any instrument on their behalf as may hereafter be require or deemed necessary for the purpose of creating such easement.

3.5 Apartment Boundaries. Each apartment will include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) Upper Boundaries. The upper boundaries of an apartment are the planes of the lower surfaces of the interior unpainted unfinished surfaces of the ceilings of the apartment, extended to intersections with each other and with the perimetrical boundaries of the apartment.

(b) Lower Boundaries. The lower boundaries of an apartment are the horizontal planes of the upper surfaces of the unpainted and/or undecorated unfinished surfaces of the floors of the apartment, extended to intersections with each other and with the perimetrical boundaries of the apartment.

(c) Perimetrical Boundaries. The perimetrical boundaries of an apartment are the vertical planes of the unpainted and/or undecorated finished interior surfaces of the walls bounding the apartment, extended to intersections with each other and with the upper and lower boundaries. Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the boundary is extended at all such places at right angles, to the exterior dimensions of such aperture, including the framework thereto. Exterior walls which are made of screening, glass or glass fixed to metal framing, exterior screens, windows, window frames, exterior glass sliding doors, exterior glass sliding door frames, and exterior glass sliding door casings are included within the apartment and shall not be deemed to be common elements.

(d) Weight Bearing Structures. Each apartment shall be deemed to exclude the area within the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries as hereinabove defined.

(e) Utility Lines. All utility lines, including, but not limited to, all water and sewer lines and all vent stacks, service stacks, water vent lines and other such facilities such as kitchen, bath and laundry vents shall constitute common elements from that point at which they first enter the Condominium properties up to and including the shut-off valves for every particular Condominium unit. All such utility lines which serve more than one unit shall also constitute common elements whether located within or without boundaries of a particular Condominium unit. All such utility lines which serve only one particular apartment are a part of the apartment served. Electrical wiring and conduits which lie outside the apartment boundaries shall constitute common elements up to and including the distribution panel for every particular

apartment. Electrical wiring and conduits which serve more than one apartment are common elements. Electrical wiring and conduits which serve only one particular apartment are a part of the unit served.

(f) Balconies and Galleries. The balconies and galleries abutting each apartment are limited common elements appurtenant to the apartment to which they are attached and their use is restricted to said unit, except that the galleries of all interior units are to be used as corridors in the event one or more elevators are out of service, or in any emergency and therefore, must not be locked and must be unobstructed at all times. The boundary lines of each balcony or gallery attached to an apartment are the interior vertical and horizontal surfaces thereof and the interior unpainted finished surface of the perimeter balustrade or railing abutting the balcony or gallery.

3.6 Recreation Area. The Recreation Area, as more particularly described in Exhibit "F" attached hereto and made a part hereof is available for the use of the all unit owners in condominiums constructed within the Island Dunes development without discrimination. Each Condominium at ISLAND DUNES bears its pro rata share of the budget of the Recreation Area.

Buildings containing condominium units within the portion of the property identified as the "South Undeveloped Property", as more fully described on Exhibit "A-1" hereto, and buildings containing condominium units within the portion of the property identified as the "North Undeveloped Property", as more fully described on Exhibit "A-2" hereto have been constructed and are governed by one or more separate condominium associations.

The portion of the Recreation Area identified as the "Club Area" (including, without limitation, the Clubhouse building, golf course, tennis courts, clubhouse swimming pool and deck area, handball courts, the beach areas and access thereto, the sewage system, storm drainage and water facilities and systems, utility lines and systems west of the Condominium Property, and certain roadways, streetways, parking areas, lawn areas, walkways and paths) benefit all the condominium unit owners within the Island Dunes development, the Club Area has been conveyed to Island Dunes Country Club, a Florida not-for-profit corporation ("Club") to ensure the costs of maintenance, repair and replacements of the Club Area will be shared by all the unit owners at Island Dunes. The members of the Club shall consist only of (a) this Association and its members, and (b) other condominium associations within Island Dunes and their members.

Accordingly, the Association is hereby specifically permitted and empowered to convey to the Club, all of its right, title, and interest in and to the Club Area and all improvements thereon which are described in Exhibit H-1 hereto, and all personal property situate on such Club Area, including without limitation, clubhouse furniture and equipment, swimming pool furniture and equipment, golf course equipment, kitchen equipment, utensils and plats, etc.

A certain Club Declaration of Covenants, Restrictions and Easements for Island Dunes Country Club, ("Club Declaration"), has been recorded at Official Records Book 573, page 15 et. seq. and amended from time to time, which (i) obligates the Association to be a member of the Club, entitles all members of the Association to the continued use and employment of the Club Area being conveyed (ii) subjects the Club Area to the terms and conditions of the Club

Declaration, including, without limitation, the obligating the Association to pay a pro rata share of the assessments thereunder and so vests the Common Facilities with authority to pass rules and regulations pertaining to the use thereof. The Association shall require all Condominium Unit Owners to subsidize the Association's payment of its pro rata share of assessments as previously described, to the Club; the Association's pro rata share of Assessments shall constitute a portion of the annual assessment of the Association and shall be included in the Annual Budget under the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the Condominium Act.

The use of the Club Area facilities shall be pursuant to and subject to the Rules and Regulations promulgated by the Club.

The cost to operate and maintain the Recreation Area shall be shared between the owners of the South Undeveloped Property, the owners of the North Undeveloped Property and the Association, in accordance with the terms of the Club Declaration.

The Recreation area also includes a sewer treatment plant. It is intended that the ISLAND DUNES COUNTRY CLUB own, manage, maintain and operate the sewage treatment facility to serve all of the condominiums within Island Dunes, the Recreation, the marina area and the commercial area set forth in Exhibit "H" to the Declaration of Condominium. Each Condominium, the Recreation Area and each portion of the commercial development shall bear its proportionate share of the sewer services provided based upon the proportion of sewer system water used by each in relation to the overall system usage. All users shall be charged by the Association for direct use as well as standard maintenance and repair, emergency maintenance and repair, administrative expenses, reserves and other expenses whatsoever relating to the sewer service.

The Association shall retain portions of the Recreation Area which are described in Exhibit F-2 ("Existing Owner' Association Property") for sole use, benefit and enjoyment of the Association, its members and their families, guest and invites, subject to rules and regulations promulgated by the Association from time to time and the easements set forth in this Declaration or otherwise of record."

3.7 Apartments. There are one hundred eight (108) apartments in the apartment building submitted to Condominium ownership. Each apartment is identified by the use of a number, or letter-number combination as depicted in Exhibit "B" attached hereto and made a part hereof, and as graphically described in Exhibit "B" attached hereto and made a part hereof.

4. Appurtenances to Apartments. The owner of each apartment shall own an undivided share and certain interest in the Common Elements, which share and interest shall be appurtenant to the apartment, said undivided interest in the property and Common Elements being as designated and set forth in Exhibit "C" attached hereto and made a part hereof.

4.1 Limited Common Elements.

Automobile Parking Spaces. Limited common elements include interior parking spaces and areas. Each Condominium unit has been assigned a parking space in the parking

garage pursuant to the Parking Plan set forth in Exhibit "I" attached hereto and made a part hereof. The right to use the designated parking space shall pass as an appurtenance to the Condominium apartment unit owned by the apartment owner, and the Association shall not thereafter assign or change any parking space in the parking garage. No trucks except non-commercial trucks with a bed capacity of three-quarter (3/4) ton or less, or other commercial vehicles, boats, trailers, boat trailers, mobile homes, campers or trailers of any other description shall be parked in any parking space except with the prior written consent of the Board of Directors of the Association. Guest parking spaces shall constitute a portion of the Recreation Area adjacent to the Condominium Building.

Other Limited Common Elements. Additional limited common elements as set forth in Exhibit "B" attached hereto and made a part hereof shall include the balconies and galleries appurtenant to each Condominium unit, and the storage room appurtenant to each Condominium unit. The galleries appurtenant to interior (i.e., non-corner) units shall be used as corridors in the event one or more elevators are out of service, or in any emergency, therefore, they must be open and unobstructed at all times. All doors between the "Passages" (trash hallways) and the elevators shall also be denoted as "(A)" Doors to Remain Unlocked". The doors between the galleries and the stairwells which are denoted on Exhibit "B" as "(A) Doors to Remain Unlocked" must remain unlocked except that the Board of Directors shall authorize unit owners to install a lock on the door between their gallery and the adjacent stairwell for units denoted on Exhibit "B" as "Unit A" or "Unit D". The lock must be approved in advance by the Board of Directors and be in accordance with the Rules and Regulations of the Association.

Limited common elements shall also include: 1) A storage bin on the ground floor, one of each of which shall be assigned to each Condominium unit, and 2) the following areas denoted on Exhibit "B" - "(1) Mech. And Elec.", "(2) Trash Chute", "(3) Trash Room", "(6) Entry", "(7) Storage", and "Passage" (trash hallway).

5. Liability for Common Expenses. Each apartment unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment, as set forth on Exhibit "C".

6. Common Surplus. Each apartment unit owner shall own any common surplus (the excess of all receipts of the Association, including, but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses) in the same percentage as his undivided share in the common elements appurtenant to his apartment, however, this surplus may not be withdrawn and upon the sale of a unit, shall pass with title to said unit.

7. Membership in Association. Membership of each apartment owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association. The interest of each apartment unit owner in the funds and assets of the Condominium held by the Association shall be in the same proportion as the liability of each owner for common expenses.

8. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium property, and restrictions upon its alteration and improvement, shall be as follows:

8.1 Apartments.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All common elements and limited common elements.

(2) All portions of an apartment, except interior surfaces, contributing to the support of the apartment buildings, which portions shall include, but not be limited to, load-bearing columns and load-bearing walls. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

(3) All conduits, ducts, cooling towers, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment that service part or parts of the Condominium other than the apartment within which contained. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

(4) All incidental damage caused to an apartment by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 8.1(a), (2) and (3) above.

(b) By the Apartment Owner. The responsibility of the apartment owner for maintenance repair and replacements, shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the apartment owner shall be windows, screens and doors opening into or onto his apartment, the apartment owner's Hurricane Protection System, as that term is defined in Paragraph 2.18 above and consistent with Paragraphs 8.4 through 8.8 below, and the air conditioning compressor unit serving each apartment. All such maintenance, repairs and replacement shall be done without disturbing the rights of other apartment owners.

(2) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(3) An apartment owner shall not paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building or any exterior surface of any entry doors to his Condominium unit or enclose his balcony or gallery in any

fashion, however, hurricane shutters may be installed pursuant to Section 8.4, below. Notwithstanding anything to the contrary, the Board of Directors shall approve the installation of locks in accordance with Section 4.1 of this Declaration.

(c) Insurance Proceeds. The liability of the Association and apartment owners for maintenance, repair and replacements, as aforesaid, will be reduced to the extent by which such expenses are met by the proceeds of insurance carried by the Association.

8.2 Parking Spaces. The Association shall maintain and repair at the Association's expense all parking spaces, including those which have been assigned as an appurtenance to an apartment.

8.3 Recreation Area and Condominium Property. The operation of the Club Area, shall be the responsibility of the Club in accordance with the terms of the Club Declaration. Maintenance, repair, replacement, alteration and improvement of the Condominium property shall be the responsibility of the Association at the Association's expense.

8.4 Alteration and Improvement. The Association shall have the right to alter and improve the common elements and Association property and to assess each unit owner their proportional share of the cost thereof. Provided, however, that an improvement or alteration that cost in excess of $15,000.00 in the aggregate in any calendar year must be approved by a majority of the voting interests of the condominium. Said approval must be in advance and obtained at a regular or special meeting of the members or by written consent. The cost of an alteration or improvement (except a Hurricane Protection System installed pursuant to Paragraph 8.6 through 8.8 below) shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any apartment owner without his consent.

Notwithstanding anything to the contrary, unit owners are required to install a Hurricane Protection System after obtaining written authorization from the Board of Directors of the Association, pursuant to the Declaration including the provisions of Paragraphs 8.6 through 8.8 below.

Notwithstanding anything to the contrary, the Board of Directors shall approve the installation of locks in accordance with Section 4.1 of this Declaration.

8.5 Hurricane Protection. Each apartment and penthouse unit shall have a Hurricane Protection System on all exterior apertures made of glass, in whole or in part, for the protection of the Condominium and Association Property, including, but not limited to, the apartments, penthouse units and the common elements, pursuant to this Declaration, including without limitation, the provisions of Paragraphs 8.6 through 8.8 below.

8.6 Hurricane Protection System for Non-Penthouse Apartments. All apartments other than the eighteen (18) penthouse apartments may only install either hurricane resistant glass or hurricane shutters. However, when any exterior apertures made of glass, in whole or in part, require replacement, the glass must be replaced with hurricane resistant glass. The hurricane resistant glass must satisfy the following criteria:

(a) The glass must be 9/16" thick.

(b) The glass must satisfy all sea turtle ordinances in St. Lucie County and the State of Florida.

(c) The color of the glass must be grey.

(d) The exterior window frame must be bronze.

8.7 Hurricane Protection System for the Penthouse Apartments. The eighteen (18) penthouse apartments may only install either Armor Screens, hurricane resistant glass, or hurricane shutters with the Tilteco Support System. However, when any exterior apertures made of glass, in whole or in part, require replacement, the glass must be replaced with hurricane resistant glass. The hurricane resistant glass must comply with the criteria for hurricane resistant glass set forth in Section 8.6 above.

8.8 Requirements for Hurricane Protective Systems.

(a) Responsibility of Unit Owner. The cost of purchase and installation of all Hurricane Protection Systems shall be borne solely by the owner of the unit on which the Hurricane Protection System is being installed.

(b) Code compliance. All Hurricane Protection Systems installed by or on behalf of any unit owner must be in compliance with the Florida Building Code and the rules and regulations of the Association, in effect at the time of installation or such stricter standards as the Board of Directors may make and amend from time to time.

(c) Prior approval from Board of Directors. Prior written authorization from the Board of Directors is required before any unit owner may install a Hurricane Protection System, or change an existing Hurricane Protection System. The Board of Directors may promulgate rules and regulations as to color, style, and other factors deemed relevant by the Board and may use such rules and regulations in the approval process. The Board shall require that all contractors be qualified to perform this type of work, and be licensed and insured. The Board has ten (10) days from the date that the request for approval is submitted in writing, along with proof of licensure and insurance, and such other information the Board may reasonably require, including but not limited to three (3) references, within which to approve the requested contractor, which approval may not be unreasonably withheld. If the Board does not respond within ten (10) days, the request shall be deemed approved. The Board of Directors shall refer to the rules and regulations set forth herein when deciding whether to approve a request for a Hurricane Protection System as well as any rules and regulations in effect at the time of the request.

(d) Hurricane shutters. Hurricane shutters must be ivory in color and only of the accordion type.

(e) Armor Screens. The initial installation, deployment (i.e., any installation of the Armor Screens after the initial installation), or disassembly of any Armor

Screens shall be the sole responsibility and expense of the penthouse apartment owner, who shall be responsible for ensuring that such initial installation, deployment or disassembly is performed by qualified personnel, in accordance with the permit documents issued by St. Lucie County, Florida on March 8, 2010, bearing permit #SLC-1002-0087, SLC-1002-0086, SLC-1002- 0085, SLC-1002-0084, SLC-1002-0083, SLC-1002-0082, SLC-1002-0079, SLC-1002-0075, SLC-1002-0074, SLC-1002-0073, SLC-1002-0071, SLC-1002-0070, SLC-1002-0069, SLC-1002-0068, SLC-1002-0066, SLC-1002-0065.

(f) Tilteco Support System. If a penthouse apartment owner elects to install hurricane shutters in lieu of Armor Screens, the Tilteco Support System is required and must be installed in accordance with the permit documents issued by St. Lucie County, Florida on November 4, 2010, bearing permit numbers SLC-1011-0067 and SLC-1011-0068. Any hurricane shutters installed on a penthouse apartment prior to the effective date of this Amendment must be brought into compliance with the requirements of the Tilteco Support System design. A qualified, licensed engineer shall, at the sole cost and expense of the penthouse apartment owner, inspect and approve the Tilteco Support System installation prior to closing the soffit openings which must be returned to their original condition (meaning the condition prior to the start of installation) upon completion of the work.

(g) Rules specific to certain installations. All hurricane shutters must be installed at the outer perimeter of the East balconies at all apartments, and all hurricane shutters must be installed immediately adjacent to the window wall of the West galleries at all apartments, subject to the requirement that all penthouse apartments that do not utilize Armor Screens must use the Tilteco support system. All Armor Screens must be installed at the locations shown on the floor plans, which Indicate Armor Screen numbers, sizes and locations, in accordance with the permit documents issued by St. Lucie County, Florida on March 8, 2010, bearing permit numbers SLC-1002-0087, SLC-1002-0086, SLC-1002-0085, SLC-1002-0084, SLC-1002-0083, SLC-1002-0082, SLC-1002-0079, SLC-1002-0075, SLC-1002-0074, SLC-1002-0073, SLC-1002-0071, SLC-1002-0070, SLC-1002- 0069, SLC-1002-0068, SLC-1002-0066 and SLC-1002-0065. The Board will have the authority to adopt additional rules and regulations not inconsistent with the Declaration regarding the installation, maintenance, repair, replacement, and operation of the Hurricane Protection Systems to be installed, and the types, locations, and colors of Hurricane Protection Systems.

(h) Safekeeping of Property. The Board may make and amend rules regarding safeguarding of property in the event of adverse weather, including, but not limited to, the requirements that all furnishings and other personal property located on any balconies be removed and stored within the unit any time the unit is vacant more than three (3) consecutive calendar days.

(i) Maintenance. All Hurricane Protection Systems shall be the maintenance responsibility of the unit owners. Each unit owner shall maintain, repair or replace the Hurricane Protection Systems serving their respective unit so that those Hurricane Protection Systems are at all times in good condition, in working order, and in compliance with the Florida Building Code and the rules and regulations of the Association, in effect at the time of installation or such stricter standards as the Board of Directors may make and amend from time to time. Should

a unit owner fail to maintain their approved Hurricane Protection System as provided herein, then the Association shall have the right, but not the obligation, to perform such maintenance, repair or replacement as the Board determines necessary and/or desirable. The cost of such maintenance, repair or replacement shall be that of the unit owner ("Maintenance Cost"). Any Maintenance Cost incurred by the Association with regard to a unit's Hurricane Protection System shall be the personal obligation of the owner of the unit benefitted by such maintenance and shall also be secured by a lien against the unit in the same manner as other assessments against the unit and subject to the Association's collection rights as set forth in Section 718.116, Florida Statutes, as amended from time to time.

(j) Damage. Damage to any apartment, penthouse unit, common elements, limited common elements or Association property arising from the installation or maintenance of any Hurricane Protection Systems, including but not limited to, closing of soffits during installation, shall be immediately repaired or restored by the unit owner installing or maintaining the Hurricane Protection System, at such unit owners' sole cost and expense, even if such damage is caused by the contractor hired by the unit owner.

9. Assessments. The Association shall fix and determine, from time to time, the sum or sums of money necessary and adequate to provide for the common expenses and shall assess the members for said sums. The procedure for the determination of such assessments shall be set forth in the By-Laws of the Association. The Association, from time to time, shall be obligated to assess unit owners and/or units in amounts no less than are required to provide funds in advance for the payment of all common expenses and other expenses of the Association and the Condominium, as and when due, and to enforce collection of same so that at all times the solvency of the Association, under any definition, is maintained and assured. Assessments shall include the Association's proportionate share of the budget of the Recreation Area as set forth in the Association's annual budget.

9.1 Liability for Assessments. An apartment unit owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all assessments and other charges coming due while that person is the apartment unit owner. Except as provided in Section 9.4 below, the apartment unit owner shall also be jointly and severally liable with the previous owner for all unpaid assessments and other charges that came due up to the time of the transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Condominium parcel and proceed in the same manner as provided herein and in the Condominium Act, as amended from time to time, for the collection of unpaid assessments. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by the abandonment of the apartment unit for which the assessments are made or otherwise.

9.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within fifteen (15) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. In addition to the above stated

interest, the Association shall charge an administrative late fee in an amount not to exceed the highest amount provided for in the Condominium Act, as same may be amended from time to time, on assessments and installments thereof not paid when due. All partial payments upon account shall be applied in the manner prescribed in the Condominium Act, as same may be amended from time to time. The Association has a lien on each Condominium parcel to secure the payment of assessments. The lien is effective from and shall relate back to the earliest date permitted by law, but in no event later than the date of recording of this Declaration. As to a First Mortgagee of record, the lien shall have such priority as may be provided by the Condominium Act as same may be amended from time to time. All claims of lien must state the description of the Condominium parcel, the name of the record owner, the name and address of the Association, the amount due and the due dates and must be executed and acknowledged by an officer or authorized agent of the Association. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, which are due at the time a claim of lien is recorded, as well as all regular and special assessments which may be levied or which may accrue subsequent to the recording of the claim of lien and prior to satisfaction of the lien or the issuance of a certificate of title, together with interest, late charges and all reasonable costs and attorney's fees incurred by the Association incident to the collection and foreclosure process. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose its lien in the same manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. As an additional right and remedy of the Association, upon default in the payment of assessments as aforesaid, the Association may declare the assessment installments for the remainder of the fiscal year in which a claim of lien has been filed to be accelerated, as provided in Section 9.7 below.

9.3 Assignment of Rents. The Association is hereby granted a lien against any rents derived from the apartment unit which shall have the same priority as the Association's lien for unpaid assessments against the apartment unit. Except to the extent limited by the Condominium Act, as the same may be amended from time to time, the lien on any rentals derived from the unit shall be enforceable by the delivery of written notice to the owner and the tenant demanding the payment of the rents, provided, however, that no such demand may be made unless and until the owner is delinquent in the payment of any assessment or other charge due and payable to the Association by the apartment unit owner under this Declaration.

9.4 First Mortgagee. A First Mortgagee acquiring title to a Condominium parcel as a result of foreclosure of its first mortgage, or by deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common expenses coming due during the period of such ownership. In addition, the First Mortgagee is liable for the share of Common expenses or assessments or other charges imposed by the Association pertaining to such Condominium parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the First Mortgagee's liability may be limited to the maximum amount set forth in the Condominium Act, as same may be amended from time to time. If any unpaid share of common expenses or assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of common expenses

or assessments are common expenses collectible from all of the apartment unit owners, including such acquirer, and such acquirer's successors and assigns.

9.5 Certificate of Unpaid Assessments. Within fifteen (15) days after request by an apartment unit owner or mortgagee of an apartment unit, the Association shall provide a certificate stating whether all assessments and other moneys owed to the Association by the apartment unit owner with respect to his apartment unit have been paid. Any person other than the apartment unit owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of the Certificate.

9.6 Installments. Regular assessments may be collected no more frequently than monthly nor less frequently than quarterly, in advance, at the option of the Board of Directors. Special assessments shall be payable on such terms as may be established by the Board.

9.7 Acceleration of Assessment Installments Upon Default. If an apartment unit owner shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessment applicable for the balance of the current fiscal year upon notice to the apartment unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice.

9.8 Set Off. Any funds due and payable by the Association to an apartment unit owner under this Declaration of Condominium, the Articles of Incorporation or the By-laws, or under Chapter 718, Florida Statutes, shall be subject to a right of set-off for any amounts due and owing to the Association by the Unit Owner under this Declaration, the Articles of Incorporation, the By-Laws, or Chapter 718. Florida Statutes.

10. Association. The operation of the Condominium shall be by The Admiral Owners Association, Inc. formerly known as ISLAND DUNES OWNERS' ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, sometimes herein called the "Association," which shall fulfill its functions pursuant to the following provisions:

10.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which set forth its powers and duties, is attached as Exhibit "D".

10.2 By-Laws. A copy of the By-Laws of the Association is attached as Exhibit "E".

10.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium property, the Association shall not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

10.4 Restraint Upon Assignment of Shares and Assets. From and after the date hereof, the share of a member in the funds and assets of the Association cannot and shall not be

assigned, hypothecated or transferred in any manner except as an appurtenance to this apartment unit.

10.5 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

11. The Insurance other than title insurance that shall be carried upon the Condominium property and the property of the apartment owners shall be governed by the following provisions:

11.1 Authority to Purchase; Named Insured. All insurance policies upon the Condominium property shall be purchased by the Association. The name insured shall be the Association individually and as agent for the apartment unit owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance to the mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide (1) that payments by the insurer for losses shall be made to the Board of Directors, or to an Insurance Trustee named by the Board, and all policies and their endorsements shall be deposited with the Board of Directors. Such policies shall also provide that the insurer waives its rights of subrogation to any claims against the Board of Directors, its managing agent, the unit owners and their respective agents, employees, guests and, in the case of unit owners, the members of their households, (2) that the master policy on the condominium property and condominium units cannot be cancelled, invalidated, or suspended on account of the conduct of any member of the Board of Directors or the managing agent or unit owners, without a prior demand in writing that the Board of Directors cure the defect, and (3) that the policy may not be cancelled or substantially modified without at least thirty (30) days prior written notice to the Board of Directors. Unit owners may obtain coverage at their own expense upon their units, personal property and for their personal liability and living expense.

11.2 Coverage.

(a) Casualty. All buildings and improvements upon the Condominium property and Recreation Area shall be insured in an amount equal to one hundred (100%) percent of the insurable replacement value, excluding the foundation and excavation costs, as determined annually by the Board of Directors. All personal property included in the common element shall be insured for its replacement value, with a reasonable deductible, all as shall be determined annually by the Board of Directors of the Association. All coverage shall include an agreed amount endorsement, if possible. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(2) Such other risks as, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use of the buildings on the land, including but not limited to, vandalism and malicious mischief.

(3) All hazard policies purchased to protect the condominium buildings shall be in conformity with Section 718.111(11)(2023), Florida Statutes, as amended from time to time.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to, hired automobile and non-owned automobile coverage, and with cross liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Workmen's Compensation Insurance to meet with the requirements of law.

(d) Deleted.

(e) Such other Insurance that the Board of Directors of the Association shall determine, from time to time, to be desirable.

(f) The casualty insurance company must be authorized to do business in the State of Florida.

11.3 Premiums upon policies purchased by the Association shall be paid by the Association as a common expense attributable to the Condominium.

11.4 Insurance Policies shall be available for inspection by apartment owners or their authorized representatives at reasonable times at the office of the Association.

11.5 Insurance Trustee, Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees, as their interest may appear, which may provide that all proceeds covering property losses shall be paid to any bank or trust company in Florida, with trust powers; Certified Public Accountant; or Licensed Community Association Manager to be selected by the Board of Directors of the Association as Insurance Trustee, or directly to the Board, as the Board shall determine. The Insurance Trustee, if one is named by the Board, shall not be liable for payment of premiums nor the renewal of the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee, or of the Board if a Trustee is not named, shall be to receive such proceeds as are paid and to hold the proceeds in trust for the purposes elsewhere stated in this Declaration and for the benefit of the apartment owners and their mortgages in the following shares:

(a) Proceeds on Account of Damage to Common Elements and Limited Common Elements. An undivided share for each apartment owner, such share being the same as the undivided share in the common elements and limited common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartment units shall be held in the following undivided shares:

(1) When the building is to be restored: For the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, said cost to be determined by the Association.

(2) When the building is not to be restored: An undivided share for each apartment unit owner, such share being the same as the undivided share in the common elements appurtenant to his apartment unit.

(c) Deleted.

(d) Mortgages. In the event a mortgagee endorsement has been issued as to an apartment unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit if insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

11.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee, or the Board of Directors, shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, a mortgagee of a apartment.

(c) If it is determined in a manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by the mortgagee of an apartment.

(d) In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

11.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each apartment owner and for each owner of any other interest in the Condominium property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

12. Reconstruction or Repair After Casualty.

12.1 Determination to Reconstruct or Repair. If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) (1) Lesser Damage. If the damaged improvement is the apartment building, and if apartments to which fifty (50%) percent of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(2) Major Damage. If the damaged improvement is the apartment building, and if apartments to which more than fifty (50%) percent of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty, the owners of seventy-five (75%) percent of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee, if any, may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

12.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specification for the original building, or, in lieu thereof, according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in the apartment building, by the owners of not less than seventy-five (75%) percent of the common elements, including the owners of all damaged apartments, together with the approval of the institutional mortgagees holding first mortgages upon all damaged apartments which approval shall not be unreasonably withheld.

12.3 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the said owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

12.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain a reliable and detailed estimate of the cost to rebuild or repair.

12.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's obligation for common expenses.

12.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee, or the Board of Directors, and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association together with insurance proceeds are more than $25,000.00, then the sums paid upon such assessments and said insurance proceeds shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and insurance proceeds and disburse them in payment of the costs of reconstruction and repair.

(b) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid to the said owner, or if there is a mortgagee endorsement as to the apartment; then to the owner thereof and the mortgagee jointly, who may use proceeds as they may be advised.

(c) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner to the construction fund shall not be made payable to any mortgagee.

(d) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee, if any, shall not be required to determine whether the disbursements from the construction fund are to be upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and

properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further, provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

13. Use Restrictions and Regulations. Reasonable regulations and restrictions concerning the use of Condominium Property may be made and amended from time to time by the Board of Directors in the manner provided by the By-Laws of the Association which are attached hereto and made a part of this Declaration as Exhibit "E". The Association shall have the right to fine the unit owner for violation of rules, regulations and restrictions or the failure to maintain the unit, or to take other steps as provided in the Bylaws to ensure compliance. Copies of such regulations and restrictions and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

14. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-laws and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or any aggrieved apartment owner the following relief in addition to the remedies provided by the Condominium Act:

14.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements by the apartment owner.

14.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws, or the rules and regulations adopted pursuant to them, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceedings, and the Association, if it shall prevail, shall further be entitled to recover such reasonable attorney's fees as may be awarded by the court.

14.3 No Waiver of Rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the rules and regulations shall not constitute a waiver of the right to do so thereafter.

15. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

15.2 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by those members of the Association owning apartments in the Condominium. Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by persons owning not less than ten (10%) percent of the apartments in the Condominium. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided the President or, in the event of his refusal or failure to act, the Vice President elected by the Directors from the Condominium, or, in the event of his refusal or failure to act, then the Board of Directors, shall call a meeting of those members of the Association owning apartments in the Condominium to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Except as elsewhere provided, such approval must be by:

(a) Not less than a majority of the membership of the Association, present and voting at a duly noticed and held meeting of the members, and

(b) In the alternative, an amendment may be made by an agreement signed and acknowledged by a majority of Condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of St. Lucie County, Florida.

15.3 Proviso. Neither shall an amendment make any material change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the Condominium shall joint the execution of such amendment.

15.4 Execution and Recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted. The said Certificate shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed and shall be effective upon recordation thereof in the Public Records of St. Lucie County, Florida.

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

16.1 Destruction. If it is determined as elsewhere provided that the apartment building shall not be reconstructed because of major damage, the Condominium plan of ownership will be terminated without agreement.

16.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record owners of apartments and all record owners of mortgages on apartments. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting; provided that the approval of

owners of not less than sixty-six and two-thirds (66-2/3%) percent of the common elements, and the approval of all record owners of mortgages upon the apartments, are obtained at the meeting or within thirty (30) days thereafter, then the approving owners shall have an option to buy all of the apartments of the owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by an owner of an apartment unit, or of a mortgage encumbering an apartment unit, shall be irrevocable until expiration of the aforerecited option to purchase the apartment is exercised, then such approval shall be irrevocable. The option to purchase the apartments of units not approving of termination shall be exercised upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sales price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance, the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a preexisting first mortgage on the Condominium unit, and the mortgagee thereof shall be agreeable, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

16.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a Certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination; said Certificate to become effective upon being recorded in the Public Records of St. Lucie County, Florida.

16.4 Shares of Owners After Termination. After termination of the Condominium, the owners shall own the Condominium property and all assets of the Association

attributable to the Condominium as tenants in common in undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

16.5 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and all record owners of institutional first mortgages upon the apartments.

17. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration of Condominium and the Articles of Incorporation, By-Laws and rules and regulations of the Association shall not affect the validity of the remaining portions.

18. Island Dunes County Club. In accordance with the requirements of the Club Declaration, the Association shall automatically become a member of the Island Dunes Country Club, a Florida corporation not for profit ("Club"), which corporation is charged by the Club Declaration with certain responsibilities pertaining to the overall Island Dunes development of which Island Dunes Condominium A is a part. Moreover, the Club has the right to assess the Association for is proportionate share of the cost and expenses incurred by the Club in the performance of the functions of the Club. The Association acknowledges that it shall collect as a common expense of the Condominium all assessments duly imposed by the Club against the Association, and will have a lien right against each unit to secure the payment of the assessments it imposes.

(The following Section 19, Use Restrictions, are the Use Restrictions set forth as Section 6 of the Bylaws and is relocated to this Declaration.)

19. Use Restrictions. The use of the Condominium property and Recreation Area shall be in accordance with the following provisions as long as the Condominium exists and the apartment building in useful condition exists upon the land, to-wit:

19.1 Apartments. Each of the apartment units shall be occupied only as a single family private residential dwelling by the owner and members of his family, or by a lease approved as set forth in paragraph 19.6 infra. No apartment unit may be divided or subdivided into a smaller unit. No apartment unit may be leased during the first twelve (12) months after an owner acquires title to a unit he or she purchased pursuant to Section 19.6.1. If a lease is in place upon conveyance of title, said twelve month moratorium on leasing shall commence upon expiration of the lease. No apartment may be leased for a term less than three (3) months nor more than twelve (12) months.

19.2 Common Elements and Limited Common Elements. The common elements and limited common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the apartment owners. No building or structure of any kind may be erected, constructed or maintained upon any of the subject real property described unless same shall comply and be in conformity with the general zoning and building ordinance of St. Lucie County and the prior written consent of the appropriate governmental authority has been secured. No structure of a temporary character, trailer, camper,

mobile home, tent, shack, garage, barn, commercial vehicle, boat trailer or other building shall be used at any time as a residence either temporarily or permanently, or stored on the Condominium property.

19.3 Pets. No apartment owner shall be entitled to have or keep any pet in any apartment or in or upon the common elements.

19.4 Nuisances. No nuisances shall be allowed upon the Condominium property or Recreation Area, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance on the Condominium property. There shall be no grilling, barbequing or other cooking on the balconies or galleries in the Condominium.

19.5 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium property or Recreation Area, nor any part of them, and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

19.6 Leasing, Sale or Conveyance of Apartments. In order to assure a community of congenial and responsible residents and thereby protect and value of the apartments and the quality of life in Island Dunes, the transfer and leasing of Apartments shall be subject to the following provisions:

(a) General Provisions

(1) Application Form. The Association is vested with the authority to prescribe an application form as may require specific personal, social, financial and other data related to the intended lessee, purchaser, and occupants, and relating to the "new owners" in the case of transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser, lessee, occupants or "new owners" within the time limits extended to the Association for that purpose. The application shall be complete and submitted to the Association along with and as integral part of the notice of intended transfer.

(2) Transfer Fee. The Board is empowered to charge a fee in connection with and as condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time. So long as and only so long as prohibited by law at that time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

(3) Unapproved Transfers. Any transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board. The Association shall have the right to remove any occupants and personal belongings by injunctive relief or by other means provided in this Declaration should this section be violated.

(4) Exception for Institutional Mortgagees. An institutional mortgagee, upon becoming an Owner through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become an owner as a result of a foreclosure sale of a mortgage held by an institutional mortgagee, shall be exempt from the requirements below. However, this subsection shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in non-compliance with the provisions of the Association documents and rules and regulations of the Association, nor shall the grantee (other than another institutional mortgagee) of the foregoing be exempt from the requirements below.

(5) Special Remedy. All leases shall be deemed to contain the remedy and procedures of the Association as provided herein.

(b) Transfer of Ownership of Apartments.

(1) Sale or Gift. No Owner may dispose of an Apartment or any interest in the Apartment by sale or gift (including agreement for deed) without prior written approval of the Board;

(2) Devise or Inheritance. If an Owner acquires his title by devise or inheritance, his or her right to occupy or use the Apartment shall be subject to the approval of the Board.

(3) Other Transfers. If any person acquires title in any manner not considered in the foregoing sections (1) or (2), that person shall have no right to occupy or use the Apartment before being approved by the Board under the procedures outlined below;

(4) Notice to Association – Sale or Gift. An Owner intending to make a sale or gift of his Apartment, or any interest in the Apartment, shall give to the Board or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser or donee and his or her spouse or other intended occupants as a condition of approval.

(5) Devise, Inheritance or Other Transfers. The transferee must notify the Board of his or her ownership and submit a certified copy of the instrument evidencing ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use right until approved by the Board.

(6) Failure to Give Notice. If no notice is given, the Board, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in the Apartment, or making a gift of the Apartment, such failure shall create a rebuttable presumption that the seller and the purchaser or Owner making the gift, intend to violate the covenants of this Declaration and shall constitute good cause for the Association's disapproval.

(7) Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearance and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a certificate of approval executed by a director or officer of the Association in recordable form and delivered to the transferee. If the Board neither approves or disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a certificate of approval to the transferee.

(8) Disapproval with Good Cause.

Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:

a) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;

b) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcy, foreclosures or bad debts;

c) The application for approval on its face indicates that the person seeking approval or intended occupants intend to conduct himself or themselves in a manner inconsistent with this Declaration and/or the rules and regulations of the Association;

d) The person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights of the property of others;

e) The person seeking approval or intended occupants have evidenced an attitude or disregard for this Declaration and/or the rules and regulations of the Association by his conduct on the property as a lessee, owner or occupier of an Apartment, or such attitude at the personal appearance before the Board or its designee;

f) The person seeking approval has failed to provide the information, fees or appearance as required to process the application in a timely manner, or provided false information during the application process.

g) All Transfers require new Owners to schedule an orientation meeting with the Admiral office prior to occupancy.

(c) Leasing of Apartments. An Owner may lease only his entire Apartment, and then only in accordance with this section, after receiving the approval of the Association. No Apartment may be leased during the first twelve (12) months after an Owner acquires title to an Apartment he or she purchased pursuant to Section 19.1. No apartment may be leased for a period of less than three (3) months nor more than twelve (12) months.

(1) Notice by the Owner. An Owner intending to lease his Apartment shall give to the Board or its designee written notice of such intention at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee and his or her spouse and other intended occupant, as a condition of approval.

(2) Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed lease within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

(3) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case, the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

a) The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorney's fees also due and owing) within the time frame required by the Board;

b) The Owner has a history of leasing his or her Apartment to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Apartment;

c) The real estate company or agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;

d) The application on its face appears to indicate that the person seeking approval and/or intended occupants intend to conduct himself or themselves in a manner inconsistent with this Declaration and/or the rules and regulations of the Association;

e) The prospective lessees or other intended occupants have been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude;

f) The prospective lessees or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;

g) The prospective lessees or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for this Declaration and/or the rules and regulations of the Association;

h) The prospective lessees or other intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process or the required application fee is not paid or the Owner fails to give proper notice of his intention to lease his Apartment to the Board.

(4) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its' election, may approve or disapprove the lease.

(5) Sub-Leasing; Renting Rooms. Sub-leasing of an Apartment shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Apartment. The intention is that only entire Apartments may be rented and homes may not be sublet.

(6) Minimum and Maximum Lease Term. No lease shall be made with a lease term which is less than three (3) months duration nor more than twelve (12) months.

(7) Guests. Guests of an Owner occupying a Apartment when the Owner is not present for more than thirty (30) days shall be deemed tenants and must be approved as tenants under this provision. Guests of a lessee are not permitted at any time to occupy a Apartment when the lessee is not present.

(8) Security Deposit. The Association will also require a deposit of $1,000 to be placed with the Association and held by it as a security against a lessee damaging the common areas.

(9) All leases require the new lessees and other occupants to schedule an orientation meeting with the Admiral Office prior to occupancy.

19.7 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements, limited common elements, apartments or Recreation Area, excepting for spaces specially provided for such signs as shall be designated by the Association, and that the right is specifically reserved in the Association to place "For Sale" or "For Rent" signs in connection with any apartment it may from time to time own, and the same right is reserved to any institutional first mortgagee which may become the owner of an apartment.

19.8 Parking. All parking, including parking garage, parking spaces, driveways, roadways, shoulder and aprons, shall be either part of the Common Element Facilities, Limited Common Elements, or Recreation Area. Parking will be regulated by the Board of Directors and parking spaces may be established for a particular purpose by the Board of Directors. Each parking garage space will be conveyed to its respective apartment as a Limited Common Element.

(a) No Owner shall make use of any parking spaces or apron other than the spaces or aprons appurtenant or assigned to his or her apartment as a limited common element or by the Board of Directors, without express written consent of both the Owner to whom such space or apron has been assigned, and the Board of Directors; nor shall any Owner invite, encourage, or permit the use by his guests of parking spaces or aprons appurtenant or assigned to apartments other than his or her own. No vehicles belonging to any Owner or any guests or employees or tenants or invitees of any Owner shall be parked in a manner which unreasonably interferes with or impedes ready vehicle access to any parking spaces assigned to any other apartments.

(b) Nothing shall be stored upon any parking apron, spaces, roadways or driveways, nor shall the same be permitted to accumulate trash or debris.

(c) Parking spaces or aprons, whether Limited Common Elements or Recreation Area, and facilities shall be used exclusively for parking of automobiles. No trailers, tractors, or trucks (that exceed three-quarter ton bed capacity) or other commercial type motor vehicles shall be parked therein except vehicles while loading and unloading (which shall not exceed eight (8) hours). No repair work on motor vehicles shall be carried out in the parking spaces, aprons, driveways or areas except emergency repair.

(d) Each Owner shall comply in all respects with such supplementary rules and regulations which are not inconsistent with this Declaration which the Board of Directors may from time to time adopt and promulgate with respect to parking and traffic control within the condominium and Recreation Area, and the Board of Directors is hereby authorized to adopt such rules and regulations.

19.9 Hallways. All doors between apartments and hallways shall be kept closed at all times when not being used for ingress and/or egress. Screen or screen doors on entrances between apartment units and corridors are prohibited unless specifically authorized by the Association.

19.10 Regulations. Reasonable regulations concerning the use of Condominium property and the Recreation Area may be made and amended, from time to time, by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the Condominium upon request.

19.11 Windows and Glass Door(s). No reflective window, film, or foil, or newspapers, shall be installed on the interior or exterior of any window and/or glass door(s) of any apartment unless the prior written consent of the Board of Directors of the Association has been given.

19.12 Clothes Drying. All outdoor drying of clothes, towels, etc. by line, rack or otherwise shall be prohibited.

19.13 Antennas. Except for antennas or satellite dishes authorized by the regulations of the Federal Communication Commission, no television or radio antennas or towers of any nature shall be erected on any part of the subject real property or the exterior of any building, except that the Association, may erect a radio antenna or tower in order to service its safety facilities, if any.

19.14 Floor Coverings. No floor coverings within the apartments may be installed without a padding (buffer). If carpet is installed, the padding specifications are (a) rubber pad shall be eighty (80) ounces per square yard minimum, (b) rebond pad shall be six (6) pound density minimum, (c) urethane pad shall be six (6) pound density minimum. If a hard surface floor covering, e.g. tile, hardwood, etc., is installed, a one-quarter (1/4) inch cork underlay, or a screed bed of ½" minimum thickness of Laticrete 28 Sound Proofing Thin-set or equivalent shall be required. In all cases, the unit owner must obtain approval from the Board of Directors prior to the installation in order to assure intended materials comply with the modifications.

This Amended and Restated Declaration of Condominium of Island Dunes Condominium A has been approved by a majority of the membership of the Association, present and voting, at the meeting of the members held on February 27, 2024.

The undersigned, The Admiral Owners' Association, Inc., hereby consents to the terms and conditions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 29 day of February, 2024.

WITNESSES AS TO PRESIDENT: **THE ADMIRAL OWNERS' ASSOCIATION, INC.**

_____ By: _____
Print Name: Alan Stuckes William Fitzgerald, President

_____
Print Name: David Duncan

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [X] physical presence or [ ] online notarization, by William Fitzgerald, as President of The Admiral Owners' Association, Inc., [ ] who is personally known to me, or [ ] who has produced _____ as identification on February 29th, 2024.

Notarial Seal

Notary Public State of Florida
Rebecca G Deegan
My Commission
HH 173656
Exp. 9/9/2025

_____
Notary Public

WITNESSES AS TO SECRETARY: **THE ADMIRAL OWNERS' ASSOCIATION, INC.**

_____ By: _____
Print Name: Alan Stucker Douglas Way, Secretary

_____
Print Name: David Duncan

The Admiral
CORPORATE
SEAL
Owners' Association
Inc.

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [X] physical presence or [ ] online notarization, by Douglas Way, as Secretary of The Admiral Owners' Association, Inc., [ ] who is personally known to me, or [ ] who has produced _____ as identification on February 29th, 2024.

Notarial Seal

_____
Notary Public

Notary Public State of Florida
Rebecca G Deegan
My Commission
HH 173656
Exp. 9/9/2025

EXHIBIT A TO

DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTION, SURVEY MAP AND SITE PLAN

ISLAND DUNES CONDOMINIUM A

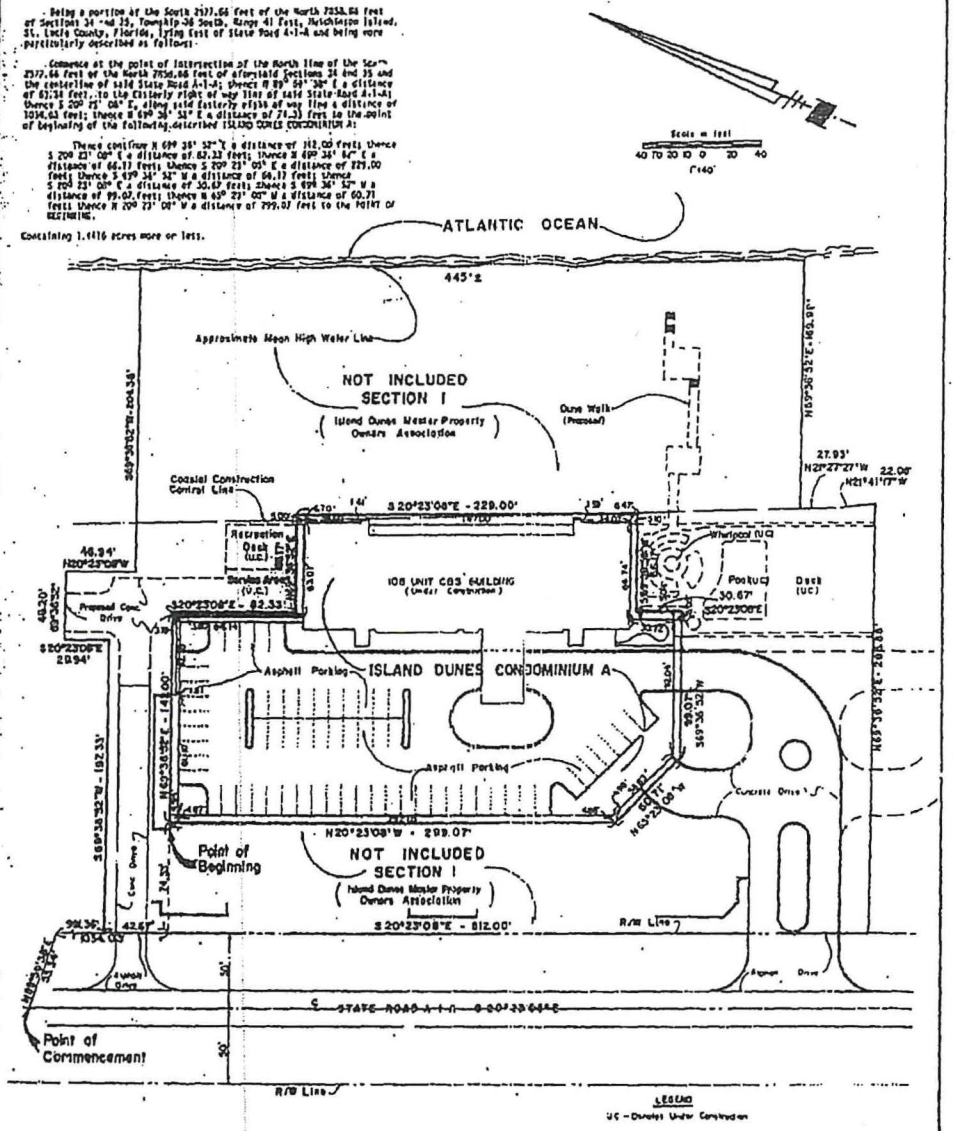
LEGAL DESCRIPTION

Being a portion of the South 2577.66 feet of the North 7258.66 feet of Section 34 and 35, Township 36 South, Range 41 East, Hutchinson Island, St. Lucie County, Florida, lying East of State Road A-1-A and being more particularly described as follows:

Commence at the point of intersection of the North line of the South 2577.66 feet of the North 7258.66 feet of aforesaid Sections 34 and 35 and the centerline of said State Road A-1-A; thence N 89° 58' 38" E a distance of 62.34 feet to the Easterly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said Easterly right of way line a distance of 1014.63 feet; thence N 69° 36' 52" E a distance of 71.33 feet to the point of beginning of the following described ISLAND DUNES CONDOMINIUM A:

Thence continue N 69° 36' 52" E a distance of 312.00 feet; thence S 20° 23' 08" E a distance of 82.33 feet; thence N 69° 36' 52" E a distance of 66.17 feet; thence S 20° 23' 08" E a distance of 229.00 feet; thence S 69° 36' 52" W a distance of 66.17 feet; thence S 20° 23' 08" E a distance of 30.67 feet; thence S 69° 36' 52" W a distance of 99.67 feet; thence N 65° 23' 08" W a distance of 60.71 feet; thence N 20° 23' 08" W a distance of 299.07 feet to the point of BEGINNING.

Containing 1.4416 acres more or less.



SITE PLAN

EXHIBIT · A

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

SURVEY and SITE PLAN

AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS	MAY, 1981
R.C.T.		81 x 2 - 4041
		1 of 1

OR BOOK 400 PAGE 2046

LEGAL DESCRIPTION
(South Undeveloped Property)

Being a portion of the South 2577.66 feet of the North 2858.86 feet of Sections 34 and 35, Township 36 South, Range 41 East, Hutchinson Island, St. Lucie County, Florida, lying East of State Road A-1-A and being more particularly described as follows.

Commence at the point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of aforesaid Sections 34 and 35 and the centerline of State Road A-1-A; thence North 89° 59' 38" East a distance of 53.34 feet, to the Easterly right-of-way line of aforementioned State Road A-1-A; thence South 20° 23' 08". East along said Easterly right-of-way line a distance of 1503.36 feet to the point of beginning of the following described parcel.

Thence continue South 20° 23'08" East along the said Easterly right-of-way line a distance of 1246.42 feet; thence departing said right-of-way line, North 89° 59' 38" East a distance of 503 feet more or less to the mean high water line of the Atlantic Ocean; thence meander said mean high water line Northwesterly a distance of 1472 feet more or less, thence South 69° 36' 32" West a distance of 148 feet more or less, thence South 69 36' 32" West a distance of 148 feet more or less to the coastal construction control line; thence along the coastal construction control line (as recorded in plat book 19, page 8 of the Public Records of St. Lucie County, Florida) the following courses and distances; thence South 21° 27' 27" West a distance of 27.93 feet; thence South 21° 41' 17" West a distance of 22.08 feet; thence departing said coastal construction control line, South 69° 36'32" West a distance of 286.88 feet to the point of beginning.

Exhibit A-1

LEGAL DESCRIPTION

(North Undeveloped Property)

BEING A PORTION OF THE SOUTH 2577.66 FEET OF THE NORTH 2858.86 FEET OF SECTIONS 34 AND 35, TOWNSHIP 36 SOUTH, RANGE 41 EAST, HUTCHINSON ISLAND, ST. LUCIE COUNTY, FLORIDA, LYING EAST OF STATE ROAD A-1-A, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 2577.66 FEET OF THE NORTH 2858.86 FEET OF SAID SECTIONS 34 AND 35 AND THE CENTERLINE OF STATE ROAD A-1-A; THENCE NORTH 89° 59' 38" EAST A DISTANCE OF 53.34 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD A-1-A; AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE SOUTH 20° 23' 08 EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 991.36 FEET; THENCE NORTH 69° 36' 52" EAST A DISTANCE OF 243.53 FEET; THENCE SOUTH 20° 23' 08" EAST A DISTANCE OF 17.00 FEET; THENCE NORTH 69° 36' 52" EAST A DISTANCE OF 204 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE MEANDER SAID MEAN HIGH WATER LINE NORTHWESTERLY A DISTANCE OF 846 FEET MORE OR LESS; THENCE SOUTH 89° 59' 38" WEST A DISTANCE OF 465 FEET MORE OR LESS TO THE POINT OF BEGINNING.

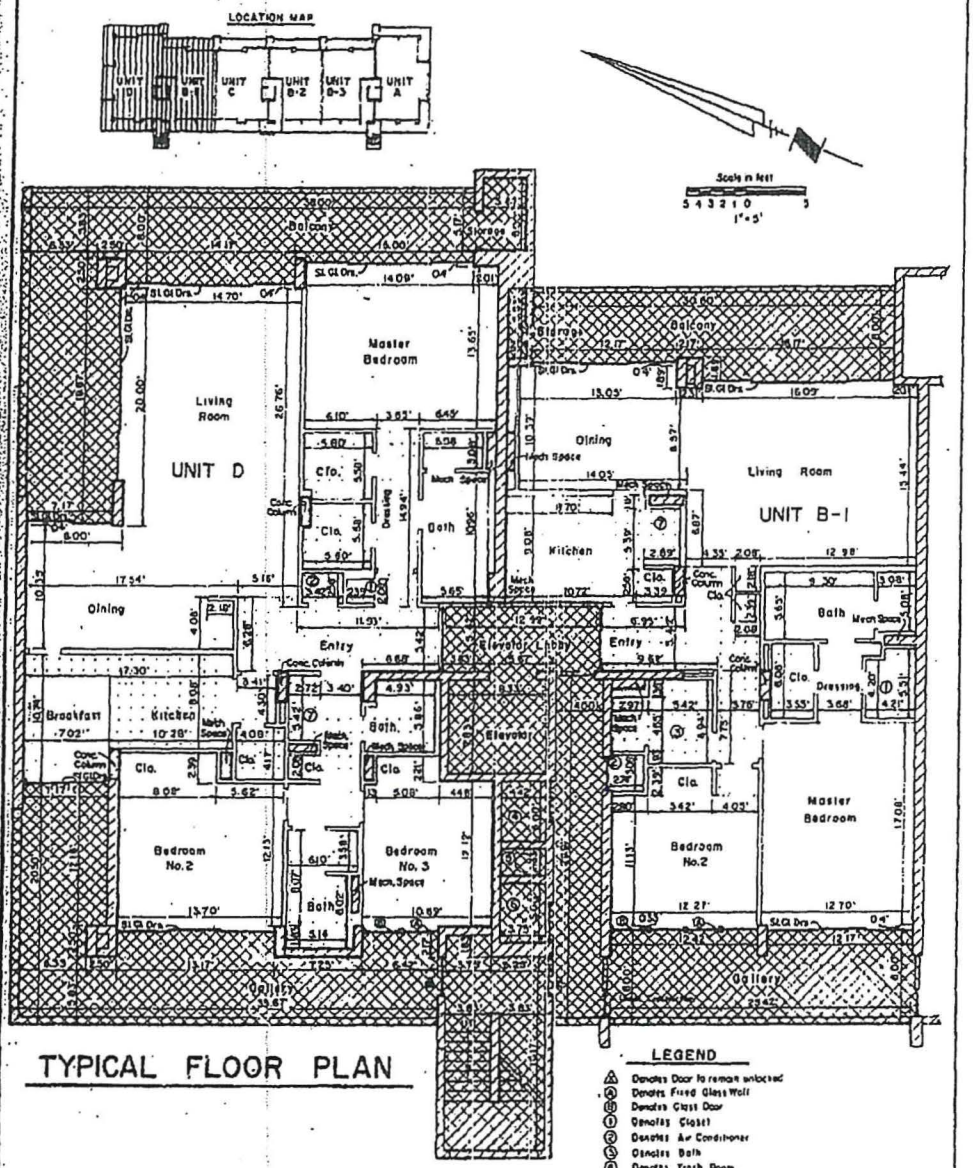
Exhibit A-2

EXHIBIT B TO

DECLARATION OF CONDOMINIUM

FLOOR PLANS

ISLAND DUNES CONDOMINIUM A



TYPICAL FLOOR PLAN

LEGEND

- Denotes Door to remain unlocked
- Denotes Fixed Glass Wall
- Denotes Glass Door
- Denotes Closet
- Denotes Air Conditioner
- Denotes Bath
- Denotes Trash Room
- Denotes Trash Chute
- Denotes Mech & Elec Room
- Denotes Laundry

Area shown thus denotes "Common Elements"
Area shown thus denotes "Limited Common Elements"
Area shown thus denotes drop ceiling

OR BOOK 400 PAGE 2048

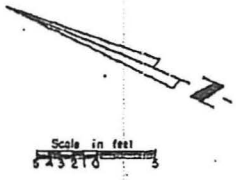
EXHIBIT B

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

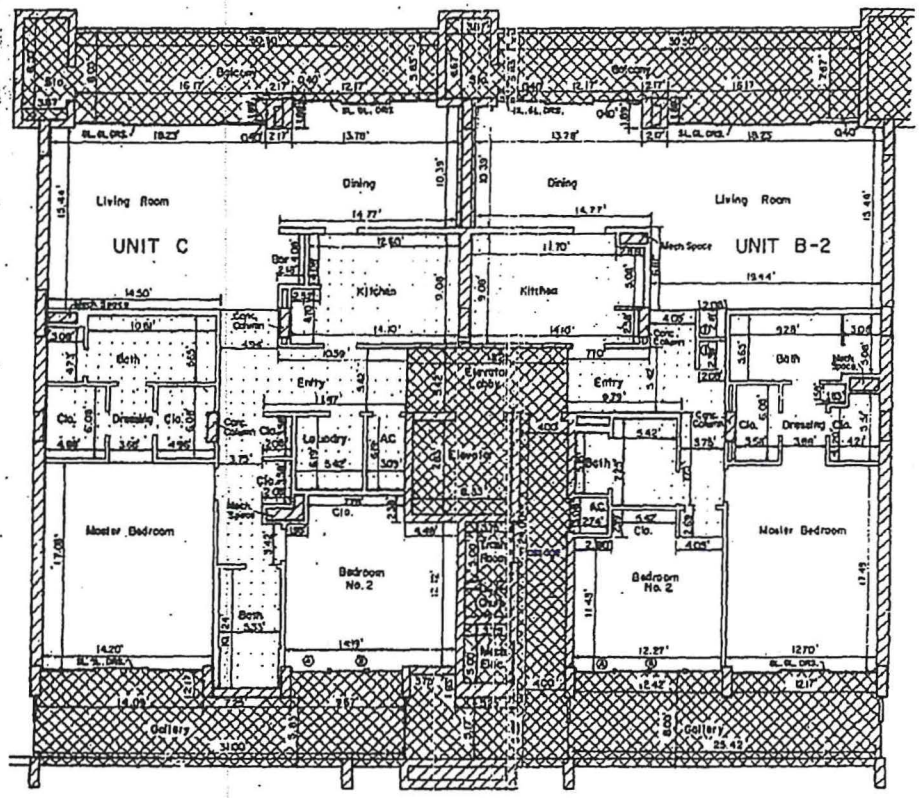
TYPICAL FLOOR PLAN

AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS	MAY 1981
RCT		81-2-4041
		1 - 24

ISLAND DUNES CONDOMINIUM A







TYPICAL FLOOR PLANS

LEGEND

- Area shown thus denotes "Common Elements"
- Area shown thus denotes "Limited Common Elements"
- Area shown thus denotes Drop Ceiling
- ① Denotes Closets
- ② Denotes Glass Door
- ③ Denotes Fixed Glass Wall

OR BOOK 400 PAGE 2049

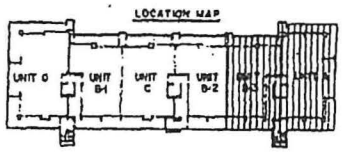
EXHIBIT B

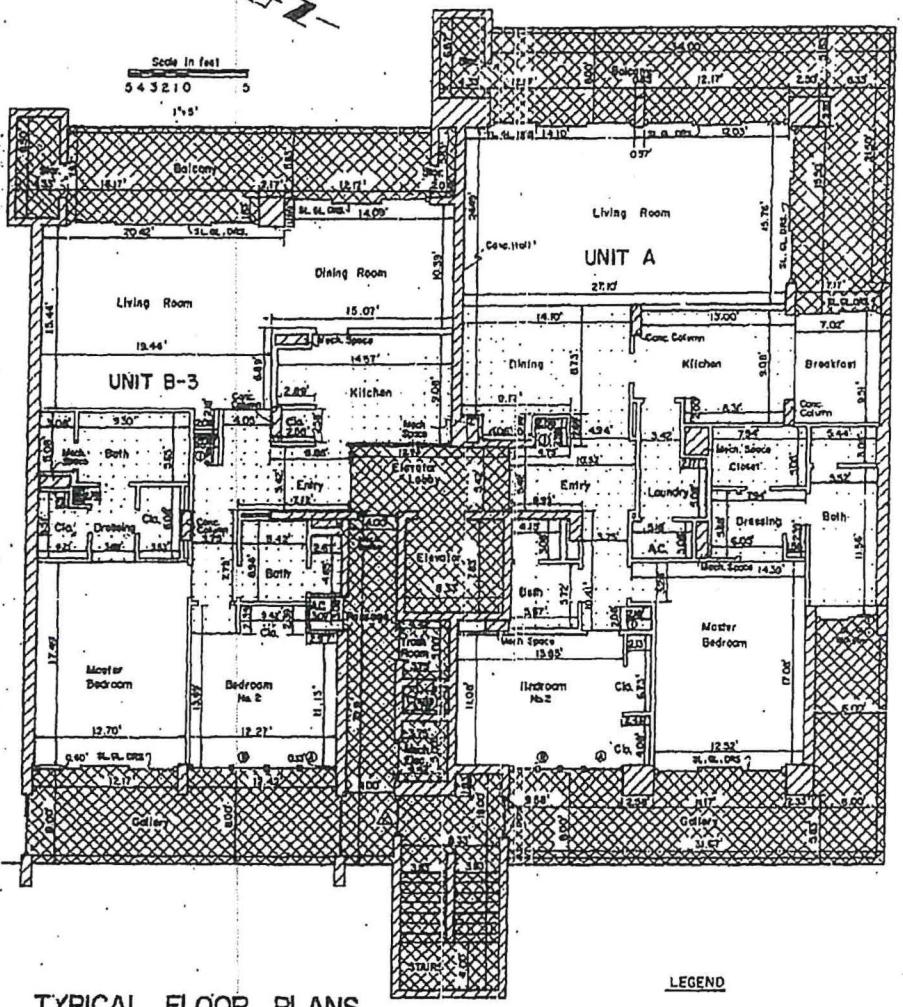
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

TYPICAL FLOOR PLANS

AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS	MAY 1981	
DWS		D1-2-404	
		2	24

ISLAND DUNES CONDOMINIUM A





TYPICAL FLOOR PLANS

LEGEND

- Area shown thus denotes Drop Ceiling
- Area shown thus denotes "Common Elements"
- Area shown thus denotes "Limited Common Elements"
- (1) Denotes Closets
- Denotes Glass Door
- Denotes Fixed Glass Wall
- Denotes Door to remain open

EXHIBIT B

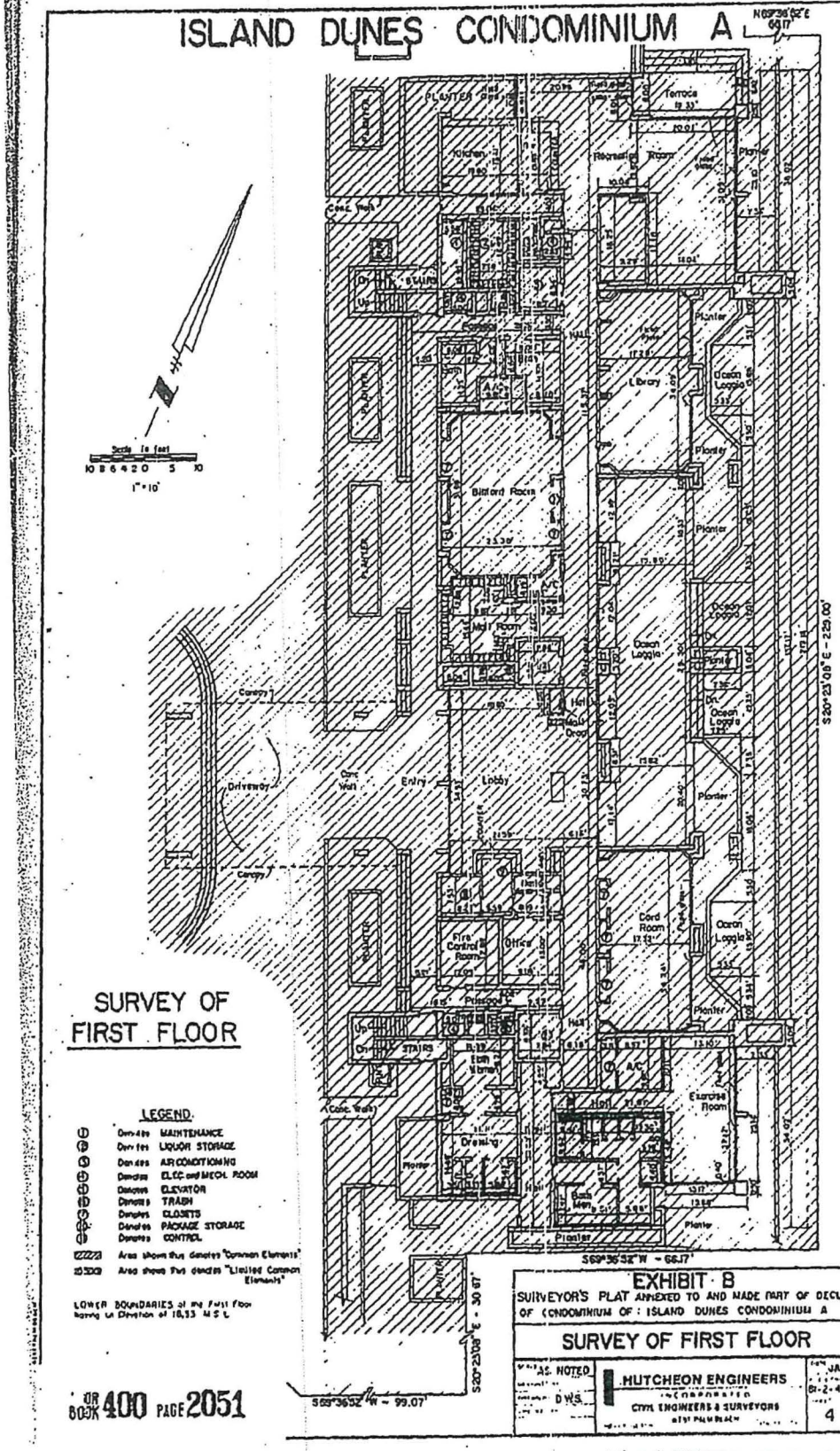
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

TYPICAL FLOOR PLANS

AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS	MAY, 1981
D.W.S.		81-2-4041
		3 of 24

OR BOOK 400 PAGE 2050

ISLAND DUNES CONDOMINIUM A



Scale in feet
10 8 6 4 2 0 5 10
1" = 10'

SURVEY OF FIRST FLOOR

LEGEND.

- Denotes MAINTENANCE
- Denotes LIQUOR STORAGE
- Denotes AIR CONDITIONING
- Denotes ELEC. and MECH. ROOM
- Denotes ELEVATOR
- Denotes TRASH
- Denotes CLOSETS
- Denotes PACKAGE STORAGE
- Denotes CONTROL
- Area shown thus denotes "Common Elements"
- Area shown thus denotes "Limited Common Elements"

LOWER BOUNDARIES of the First Floor having an Elevation of 18.33 M.S.L.

EXHIBIT B

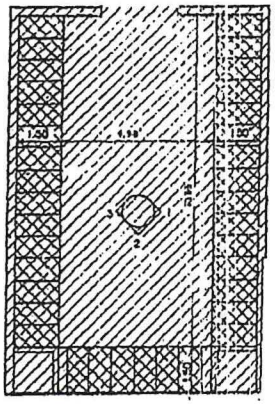
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF : ISLAND DUNES CONDOMINIUM A

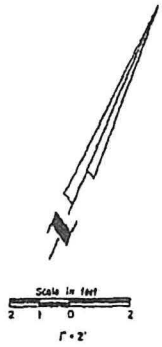
SURVEY OF FIRST FLOOR

AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS	DATE JAN. 1983	
DWG.		81-2-4041-02	
		4 . 24	

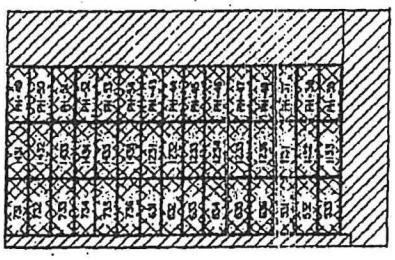
OR BOOK 400 PAGE 2051

ISLAND DUNES CONDOMINIUM -A

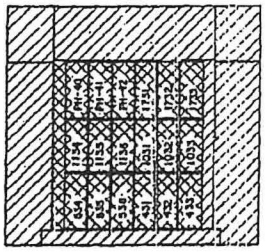




1



2



DETAIL OF
LIQUOR STORAGE

LEGEND

Area shown thus denotes "COMMON ELEMENTS"

Area shown thus denotes "LIMITED COMMON ELEMENTS"

3

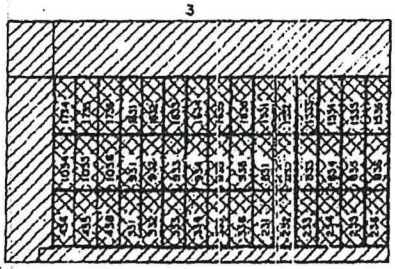


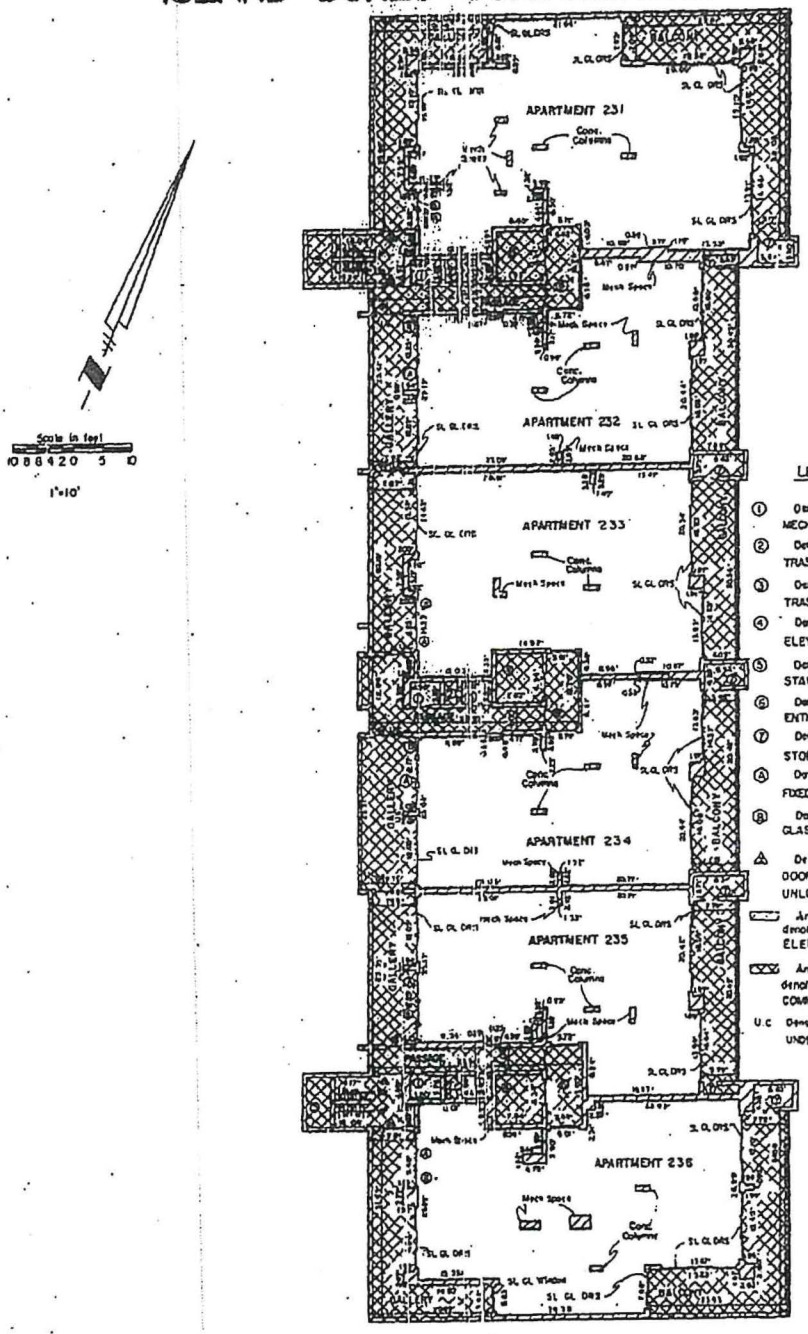
EXHIBIT B

SURVEYORS PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

DETAIL OF LIQUOR STORAGE

AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS	MAY, 1981
DWS		81-2-4041
		5 , 24

ISLAND DUNES CONDOMINIUM A



LEGEND

① Denotes MECH. and ELEC.
② Denotes TRASH CHUTE
③ Denotes TRASH ROOM
④ Denotes ELEVATORS
⑤ Denotes STAIRS
⑥ Denotes ENTRY
⑦ Denotes STORAGE
Ⓐ Denotes FIXED GLASS WALL
Ⓑ Denotes GLASS DOOR
△ Denotes DOOR TO REMAIN UNLOCKED
Area shown thus denotes "COMMON ELEMENTS"
Area shown thus denotes "LIMITED COMMON ELEMENTS"
U.C. Denotes UNDER CONSTRUCTION

LOWER BOUNDARIES of Apartment Units 231 through 236 having an Elevation of 28.85 N.G.L.
UPPER BOUNDARIES of Apartment Units 231 through 236 having an Elevation of 38.06' N.G.L.

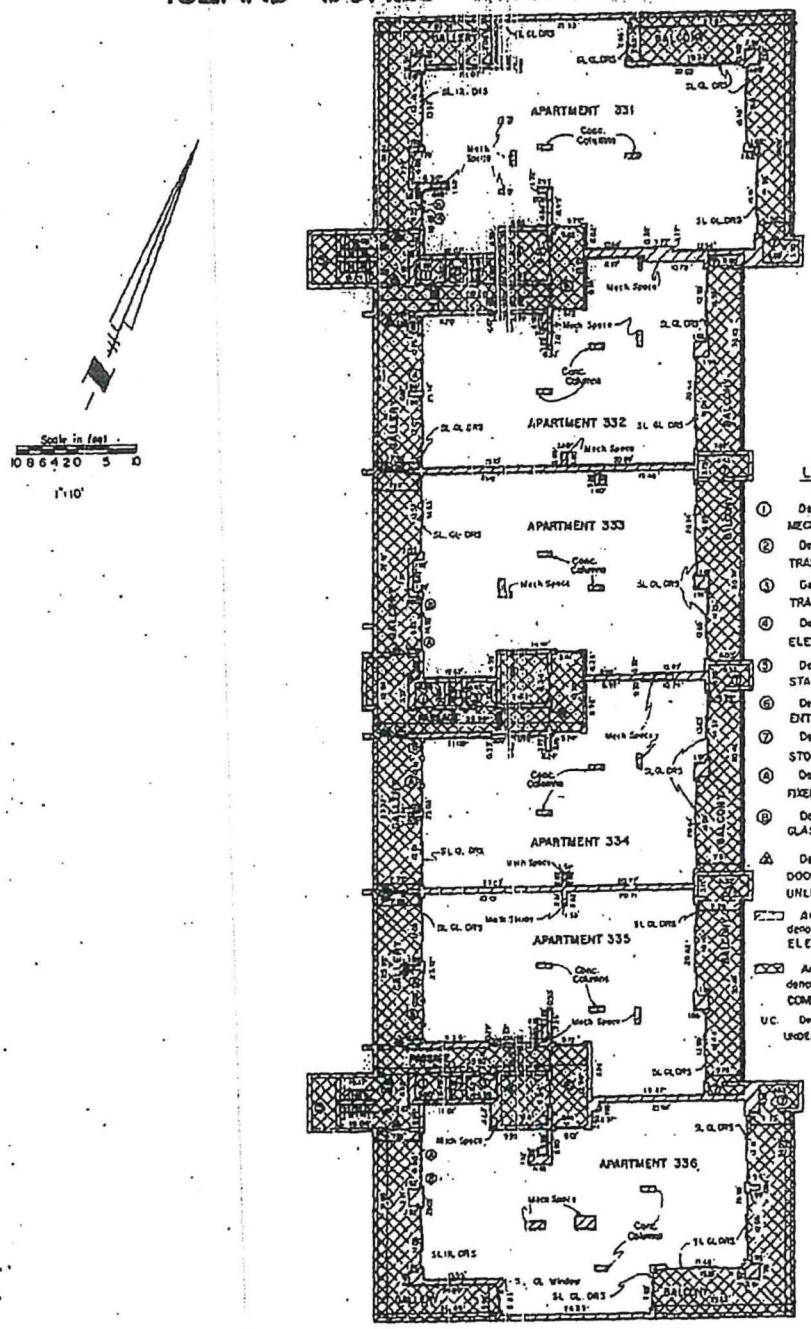
OR BOOK 400 PAGE 2053

EXHIBIT- B
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF SECOND FLOOR

SCALE AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH BOCA RATON PALM CITY	DATE JAN. 1983
DRAWN BY D.W.S.		
CHECKED BY		SHEET 2 OF 24

ISLAND DUNES CONDOMINIUM A



LOWER BOUNDARIES of Apartment Units 331 through 336 having an Elevation of 32.39 M.S.L.
UPPER BOUNDARIES of Apartment Units 331 through 336 having an Elevation of 45.38 M.S.L.

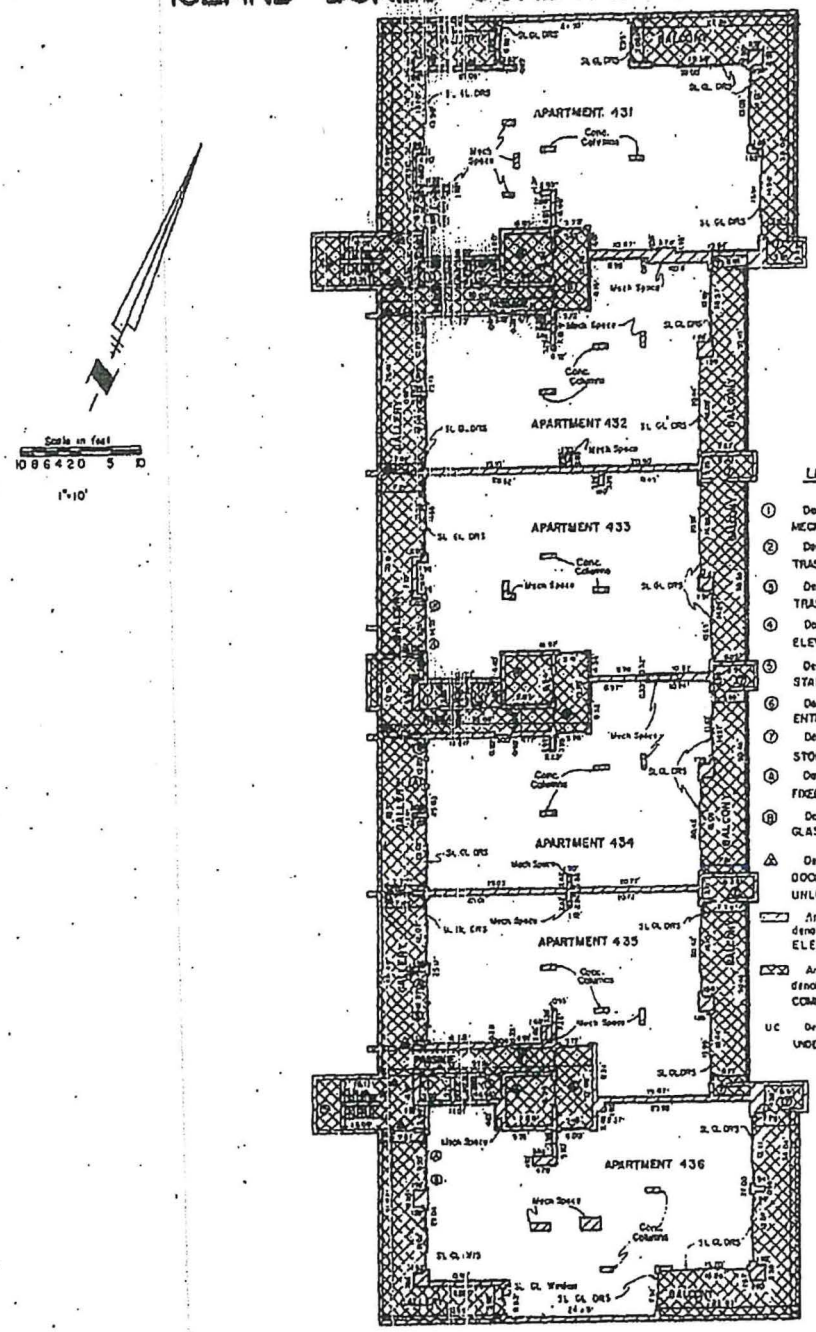
EXHIBIT · B

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF THIRD FLOOR

Revised NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS BELLE GLADE WEST PALM BEACH PALM CITY	Date JAN. 1983
Drawn by DMS.		81-2-4041-02
Checked by		Sheet 7 - 24

ISLAND DUNES CONDOMINIUM A



LEGEND

① Denotes MECH. and ELEC
② Denotes TRASH CHUTE
③ Denotes TRASH ROOM
④ Denotes ELEVATORS
⑤ Denotes STAIRS
⑥ Denotes ENTRY
⑦ Denotes STORAGE
⑧ Denotes FIXED GLASS WALL
⑨ Denotes GLASS DOOR
△ Denotes DOOR TO REMAIN UNLOCKED
Area shown thus denotes "COMMON ELEMENTS"
Area shown thus denotes "LIMITED COMMON ELEMENTS"
UC Denotes UNDER CONSTRUCTION

LOWER BOUNDARIES of Apartment Units 431 through 436 having an Elevation of 43.97 M.S.L.
UPPER BOUNDARIES of Apartment Units 431 through 436 having an Elevation of 53.30 M.S.L.

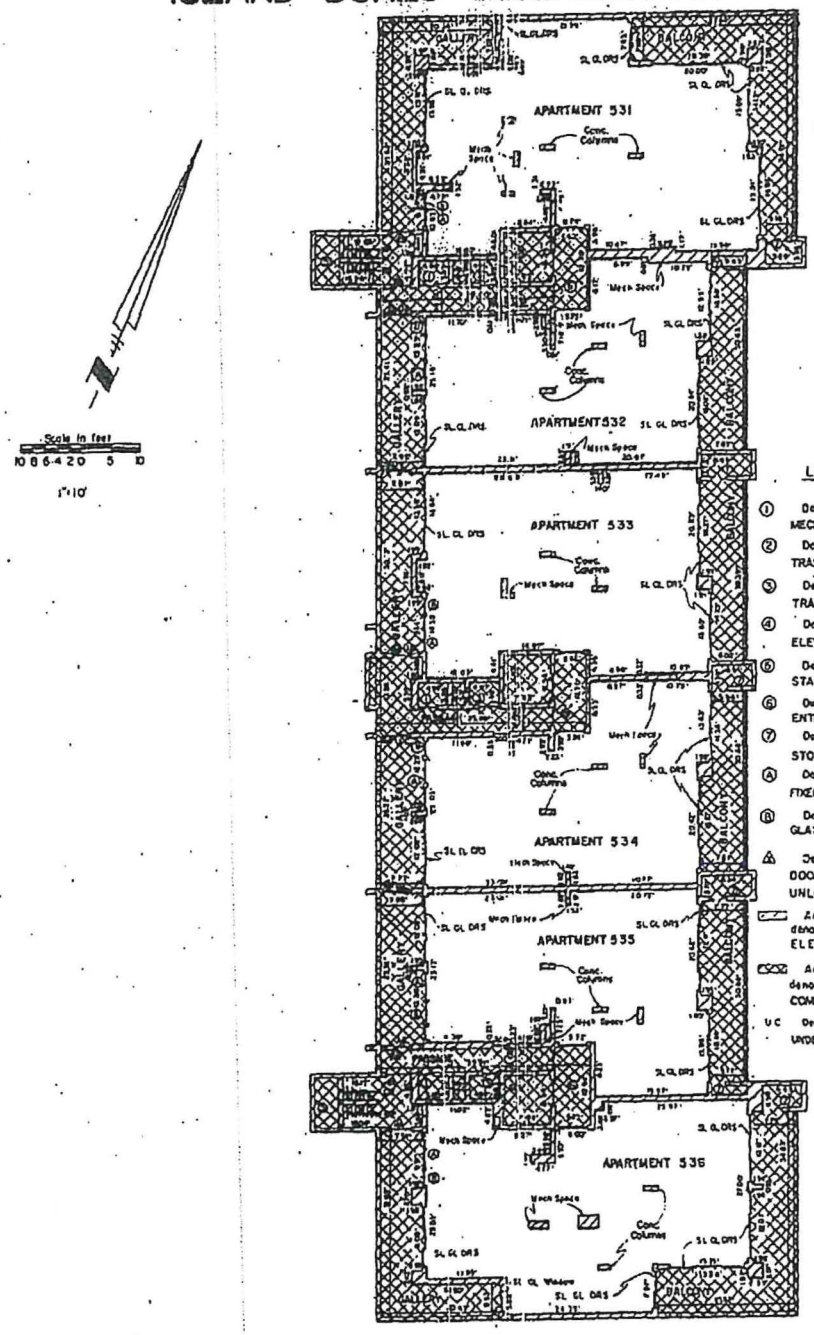
OR BOOK 400 PAGE 2055

EXHIBIT B
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF FOURTH FLOOR

SCALE AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS BELLE GLADE WEST PALM BEACH PALM CITY	DATE JAN., 1983
DESIGNED BY		FILE & DRAWING NO. 81-2-4041-02
DRAWN BY DWS		SHEET 8 of 24
CHECKED BY		

ISLAND DUNES CONDOMINIUM A



LEGEND

① Denotes MECH. and ELEC.
② Denotes TRASH CHUTE
③ Denotes TRASH ROOM
④ Denotes ELEVATORS
⑤ Denotes STAIRS
⑥ Denotes ENTRY
⑦ Denotes STORAGE
Ⓐ Denotes FIXED GLASS WALL
Ⓑ Denotes GLASS DOOR
Ⓒ Denotes DOOR TO REMAIN UNLOCKED
Area shown thus denote "COMMON ELEMENTS"
Area shown thus denotes "LIMITED COMMON ELEMENTS"
U/C Denotes UNDER CONSTRUCTION

LOWER BOUNDARIES of Apartment Units 531 through 536 having an Elevation of 34.57 M.S.L.
UPPER BOUNDARIES of Apartment Units 531 through 536 having an Elevation of 62.58 M.S.L.

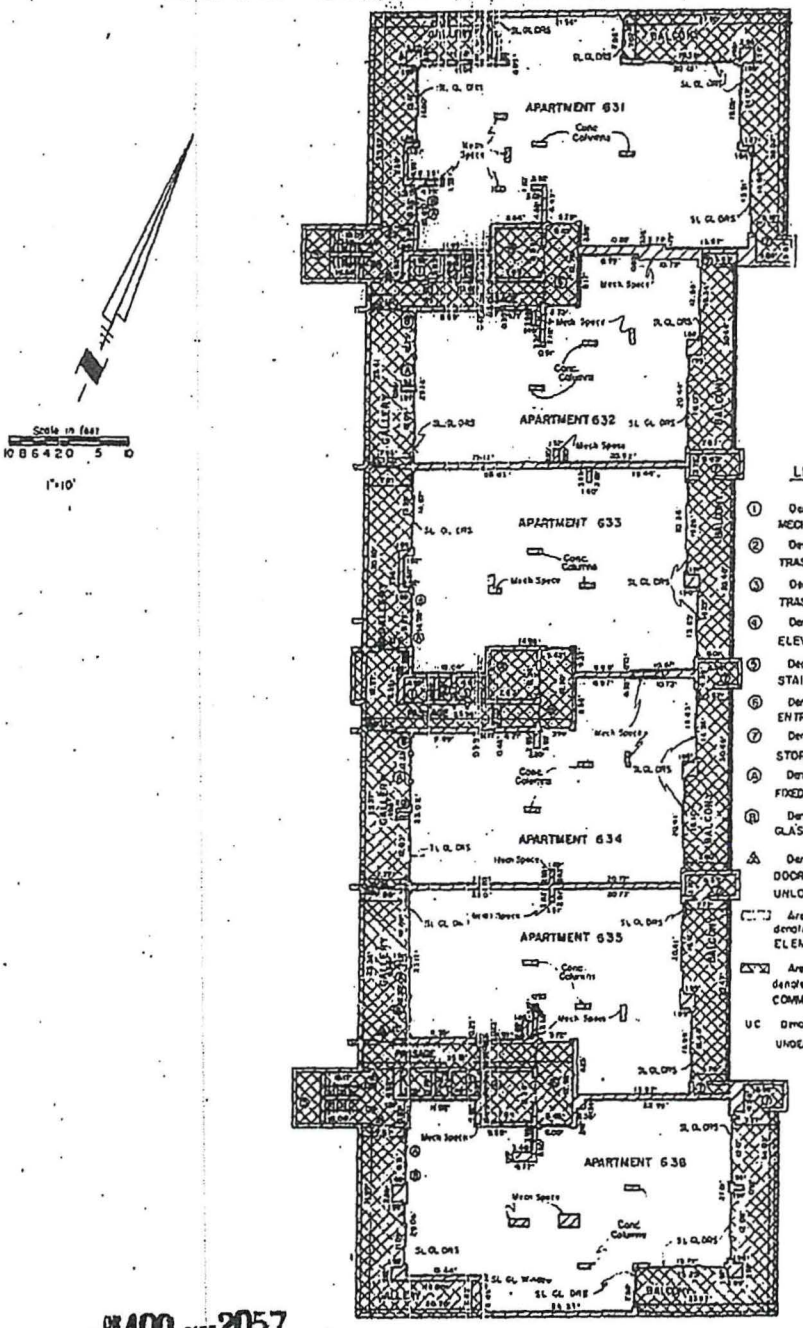
EXHIBIT - B

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF FIFTH FLOOR

AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH	DATE JAN. 1983	
D.W.S.		FILE & DRAWING NO. 81-2-4041-02	
		SHEET 9 OF 24	

ISLAND DUNES CONDOMINIUM A



LEGEND

① Denotes MECH. and ELEC
② Denotes TRASH CHUTE
③ Denotes TRASH ROOM
④ Denotes ELEVATORS
⑤ Denotes STAIRS
⑥ Denotes ENTRY
⑦ Denotes STORAGE
⑧ Denotes FIXED GLASS WALL
⑨ Denotes GLASS DOOR
⚠ Denotes DOOR TO REMAIN UNLOCKED
Area show thus denote "COMMON ELEMENTS"
Area shown thus denotes "LIMITED COMMON ELEMENTS"
UC Denotes UNDER CONSTRUCTION

OR BOOK 400 PAGE 2057

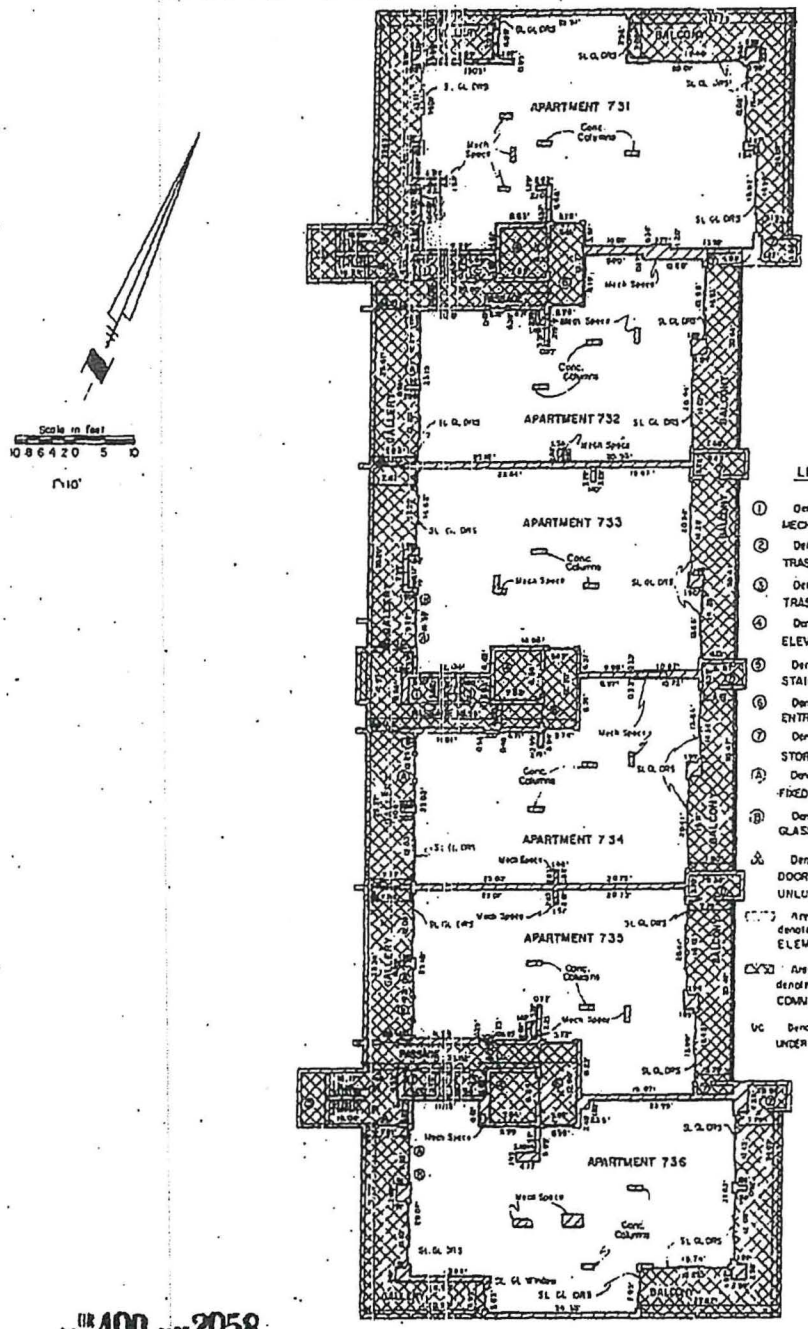
LOWER BOUNDARIES of Apartment Units 631 through 636 having an Elevation of 63.16 M.S.L.
UPPER BOUNDARIES of Apartment Units 631 through 636 having an Elevation of 73.13 M.S.L.

EXHIBIT · B
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF SIXTH FLOOR

SCALE AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH	DATE JAN. 1983
DRAWN BY D.V.S.		JOB NO. 81-2-4041-02
CHECKED BY		SHEET 10 of 24

ISLAND DUNES CONDOMINIUM A



LEGEND

① Denotes MECH. and ELEC
② Denotes TRASH CHUTE
③ Denotes TRASH ROOM
④ Denotes ELEVATORS
⑤ Denotes STAIRS
⑥ Denotes ENTRY
⑦ Denotes STORAGE
Ⓐ Denotes FIXED GLASS WALL
Ⓑ Denotes GLASS DOOR
Denotes DOOR TO REMAIN UNLOCKED
Area shown thus denotes "COMMON ELEMENTS"
Area shown thus denotes "LIMITED COMMON ELEMENTS"
UC Denotes UNDER CONSTRUCTION

OR BOOK 400 PAGE 2058

LOWER BOUNDARIES of Apartment Units 731 through 736 having an Elevation of 71.72' M.S.L.
UPPER BOUNDARIES of Apartment Units 731 through 736 having an Elevation of 79.73 M.S.L.

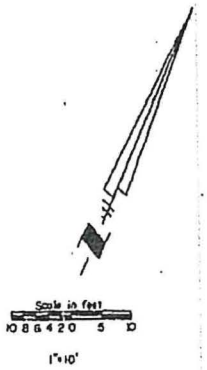
EXHIBIT - B

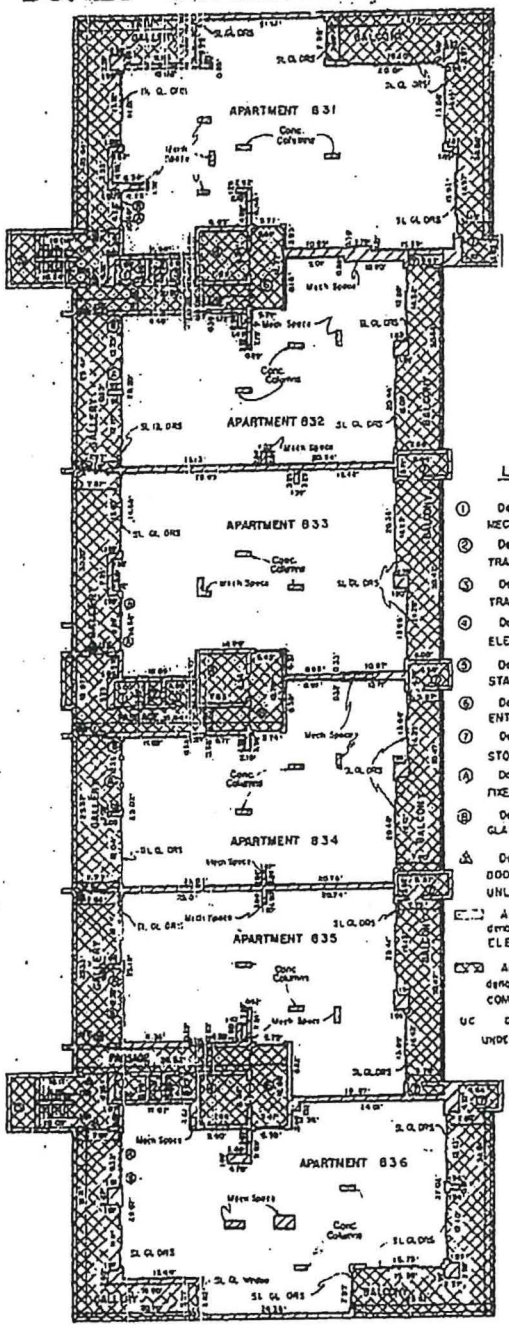
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF SEVENTH FLOOR

SCALE AS NOTED	HUTCHEON ENGINEERS	DATE JAN. 1983
DESIGNED BY	INCORPORATED	FILE & DRAWING NO. 81-2-4041-02
DRAWN BY DWS	CIVIL ENGINEERS & SURVEYORS	SHEET 11 of 24
CHECKED BY	DELRAY BEACH WEST PALM BEACH PALM CITY	

ISLAND DUNES CONDOMINIUM A





LEGEND

① Denotes MECH and ELEC.
② Denotes TRASH CHUTE
③ Denotes TRASH ROOM
④ Denotes ELEVATORS
⑤ Denotes STAIRS
⑥ Denotes ENTRY
⑦ Denotes STORAGE
Ⓐ Denotes FIXED GLASS WALL
Ⓑ Denotes GLASS DOOR
Denotes DOOR TO REMAIN UNLOCKED
Area shown thus denote "COMMON ELEMENTS"
Area shown thus denotes "LIMITED COMMON ELEMENTS"
UC Denotes UNDER CONSTRUCTION

OR BOOK 400 PAGE 2059

LOWER BOUNDARIES of Apartment Units 831 through 836 having an Elevation of 80.29 M.S.L.
UPPER BOUNDARIES of Apartment Units 831 through 836 having an Elevation of 88.30 M.S.L.

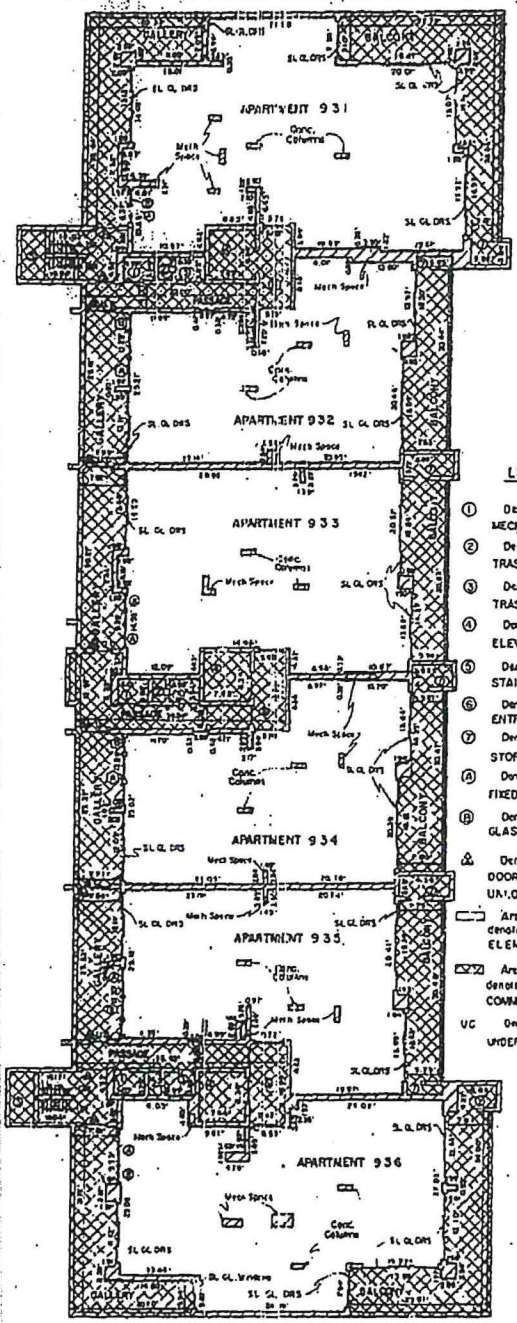
EXHIBIT · B

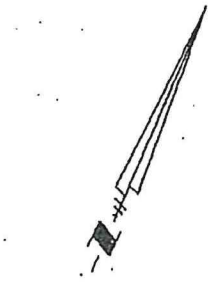
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF EIGHTH FLOOR

SCALE AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH FLORIDA	DATE JAN. 1983
DRAWN BY D.W.S.		JOB NO. 81-2-4041-02
CHECKED BY		SHEET 12 of 24

ISLAND DUNES CONDOMINIUM A





LEGEND

- ① Denotes MECH. and ELEC.
- ② Denotes TRASH CHUTE
- ③ Denotes TRASH ROOM
- ④ Denotes ELEVATORS
- ⑤ Denotes STAIRS
- ⑥ Denotes ENTRY
- ⑦ Denotes STORAGE
- Ⓐ Denotes FIXED GLASS WALL
- Ⓑ Denotes GLASS DOOR
- Denotes DOOR TO REMAIN UNLOCKED
- Area show thus denote "COMMON ELEMENTS"
- Area shown thus denotes "LIMITED COMMON ELEMENTS"
- UC Denotes UNDER CONSTRUCTION

OR BOOK 400 PAGE 2060

LOWER BOUNDARIES of Apartment Units 931 through 936 having an Elevation of 81.05' M.S.L.
UPPER BOUNDARIES of Apartment Units 931 through 936 having an Elevation of 96.85' M.S.L.

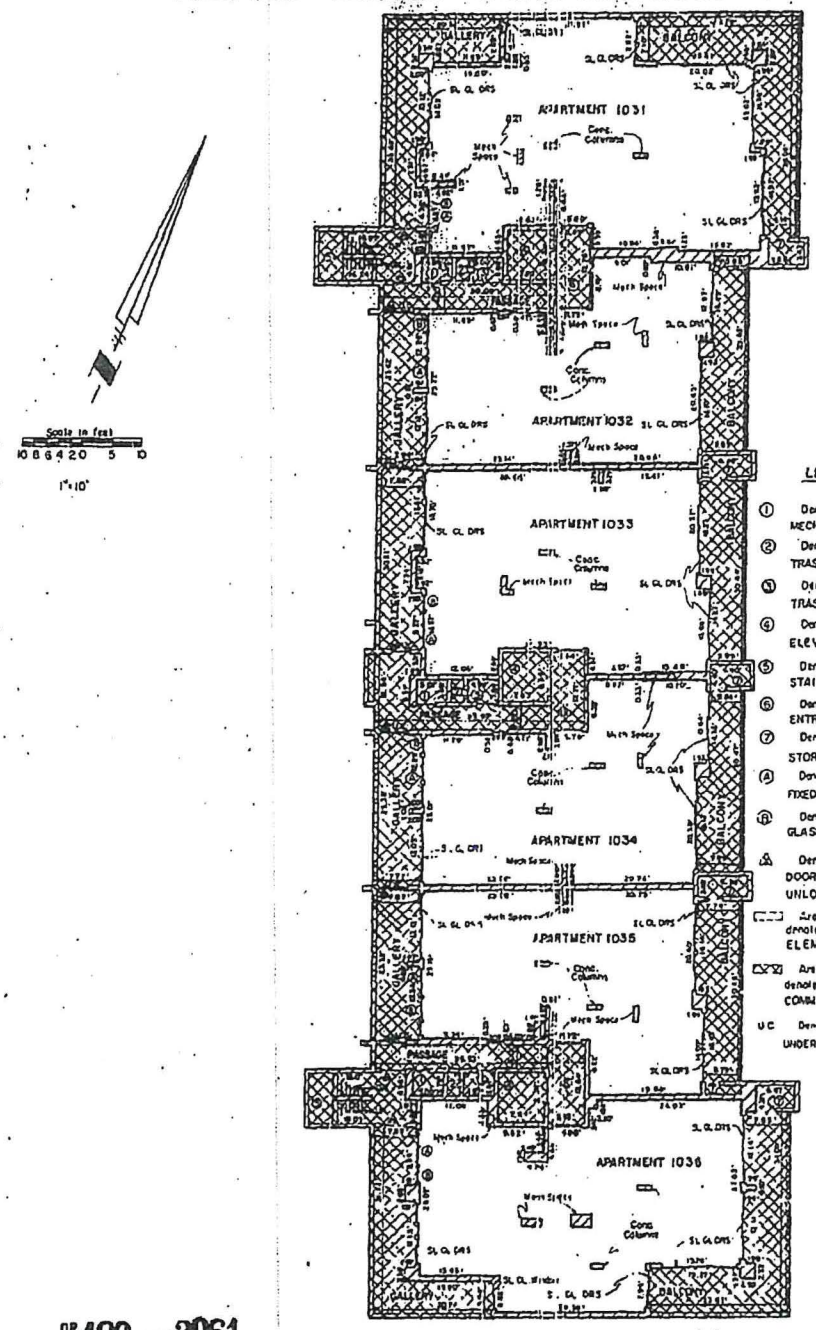
EXHIBIT - B

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF NINTH FLOOR

AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS BELLE GLADE WEST PALM BEACH PALM CITY	DATE JAN. 1983
DESIGNED		JOB # PREPARED BY 81-2-4041-02
DRAWN BY D.W.S.		SHEET 13 OF 24
CHECKED BY		

ISLAND DUNES CONDOMINIUM A



Scale in feet
10 8 6 4 2 0 5 10
1"=10'

LEGEND

① Denotes MECH. and ELEC
② Denotes TRASH CHUTE
③ Denotes TRASH ROOM
④ Denotes ELEVATORS
⑤ Denotes STAIRS
⑥ Denotes ENTRY
⑦ Denotes STORAGE
Ⓐ Denotes FIXED GLASS WALL
Ⓑ Denotes GLASS DOOR
Ⓒ Denotes DOOR TO REMAIN UNLOCKED
Area shown thus denotes "COMMON ELEMENTS"
Area shown thus denotes "LIMITED COMMON ELEMENTS"
U.C. Denotes UNDER CONSTRUCTION

OR BOOK 400 PAGE 2061

LOWER BOUNDARIES of Apartment Units 1031 through 1036 having an Elevation of 92.46 M.S.L.
UPPER BOUNDARIES of Apartment Units 1031 through 1036 having an Elevation of 102.45 M.S.L.

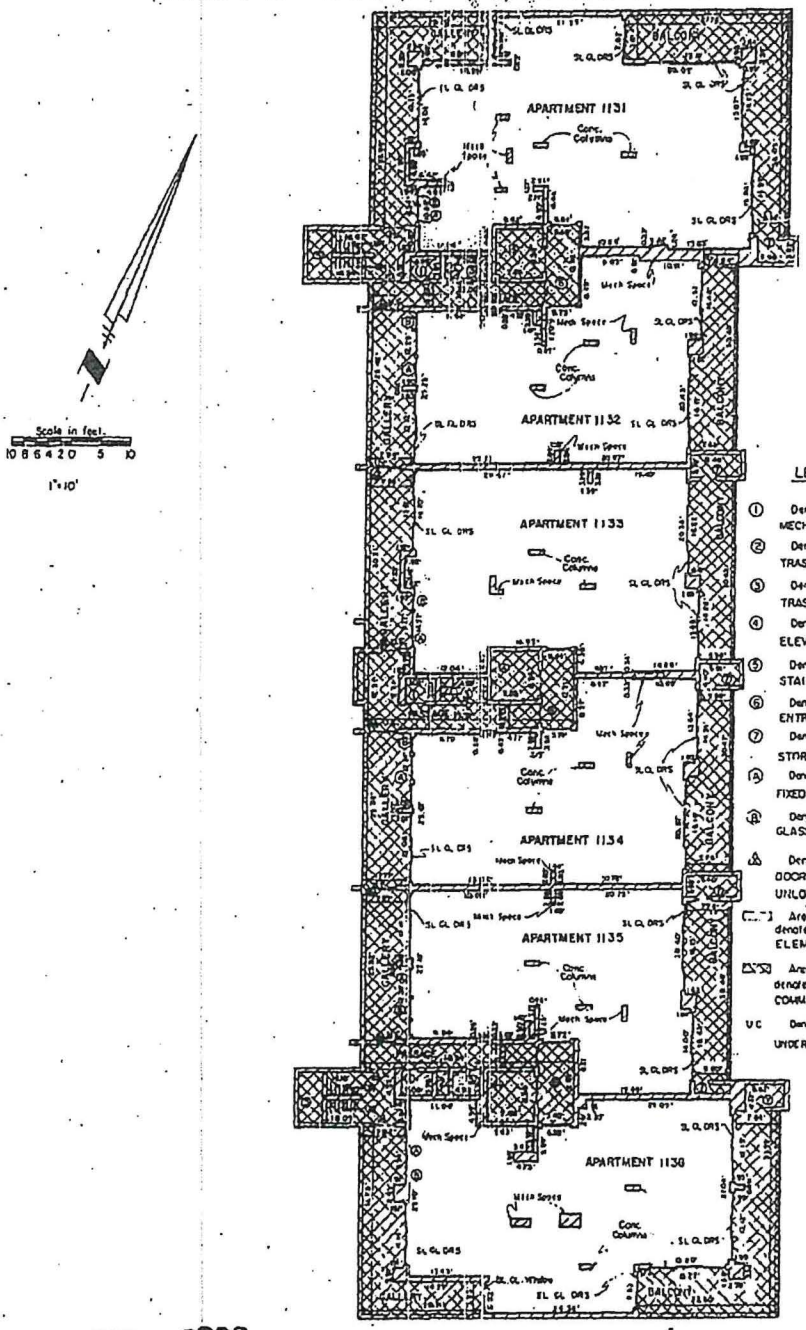
EXHIBIT B

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

SURVEY OF TENTH FLOOR

SCALE AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH, FLORIDA	DATE JAN. 1985
DRAWN BY D.W.L.		JOB NO. 81-2-4041-02
CHECKED BY		SHEET 14 OF 24

ISLAND DUNES CONDOMINIUM A



LEGEND

1. Denotes MECH. and ELEC.
2. Denotes TRASH CHUTE
3. Denotes TRASH ROOM
4. Denotes ELEVATORS
5. Denotes STAIRS
6. Denotes ENTRY
7. Denotes STORAGE
8. Denotes FIXED GLASS WALL
9. Denotes GLASS DOOR
10. Denotes DOOR TO REMAIN UNLOCKED

Area show thus denote "COMMON ELEMENTS"

Area shown thus denotes "LIMITED COMMON ELEMENTS"

U/C Denotes UNDER CONSTRUCTION

OR BOOK 400 PAGE 2062

LOWER BOUNDARIES of Apartment Units 1131 through 1136 having an Elevation of +0.07 M.S.L.
UPPER BOUNDARIES of Apartment Units 1131 through 1136 having an Elevation of 19.08 M.S.L.

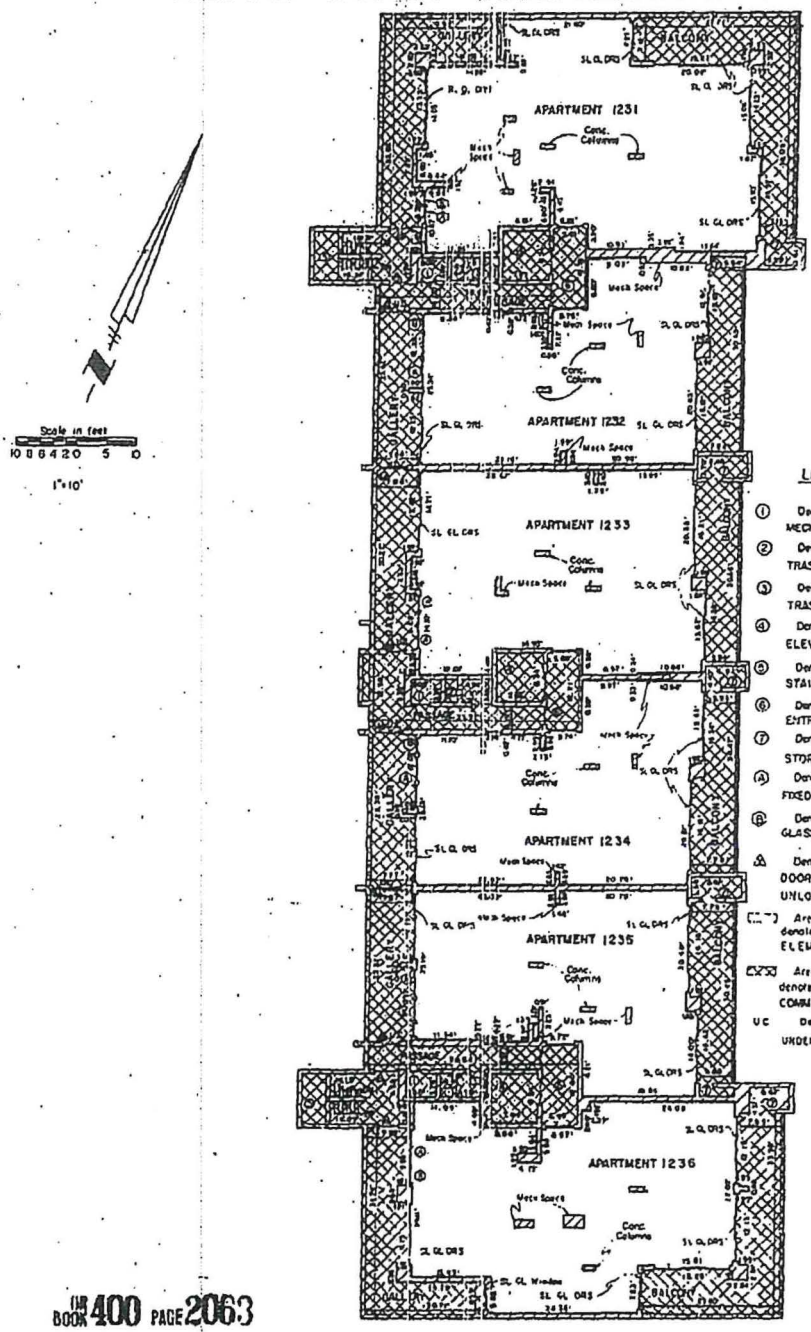
EXHIBIT B

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF ELEVENTH FLOOR

Units AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH	Date JAN 1983
Drawn by DWS		Job # 81-2-1041-02
		Sheet 15 of 24

ISLAND DUNES CONDOMINIUM A



LEGEND

① Denotes MECH and ELEC
② Denotes TRASH CHUTE
③ Denotes TRASH ROOM
④ Denotes ELEVATORS
⑤ Denotes STAIRS
⑥ Denotes ENTRY
⑦ Denotes STORAGE
Ⓐ Denotes FIXED GLASS WALL
Ⓑ Denotes GLASS DOOR
Ⓒ Denotes DOOR TO REMAIN UNLOCKED
Area show thus denote "COMMON ELEMENTS"
Area shown thus denotes "LIMITED COMMON ELEMENTS"
U/C Denotes UNDER CONSTRUCTION

OR BOOK 400 PAGE 2063

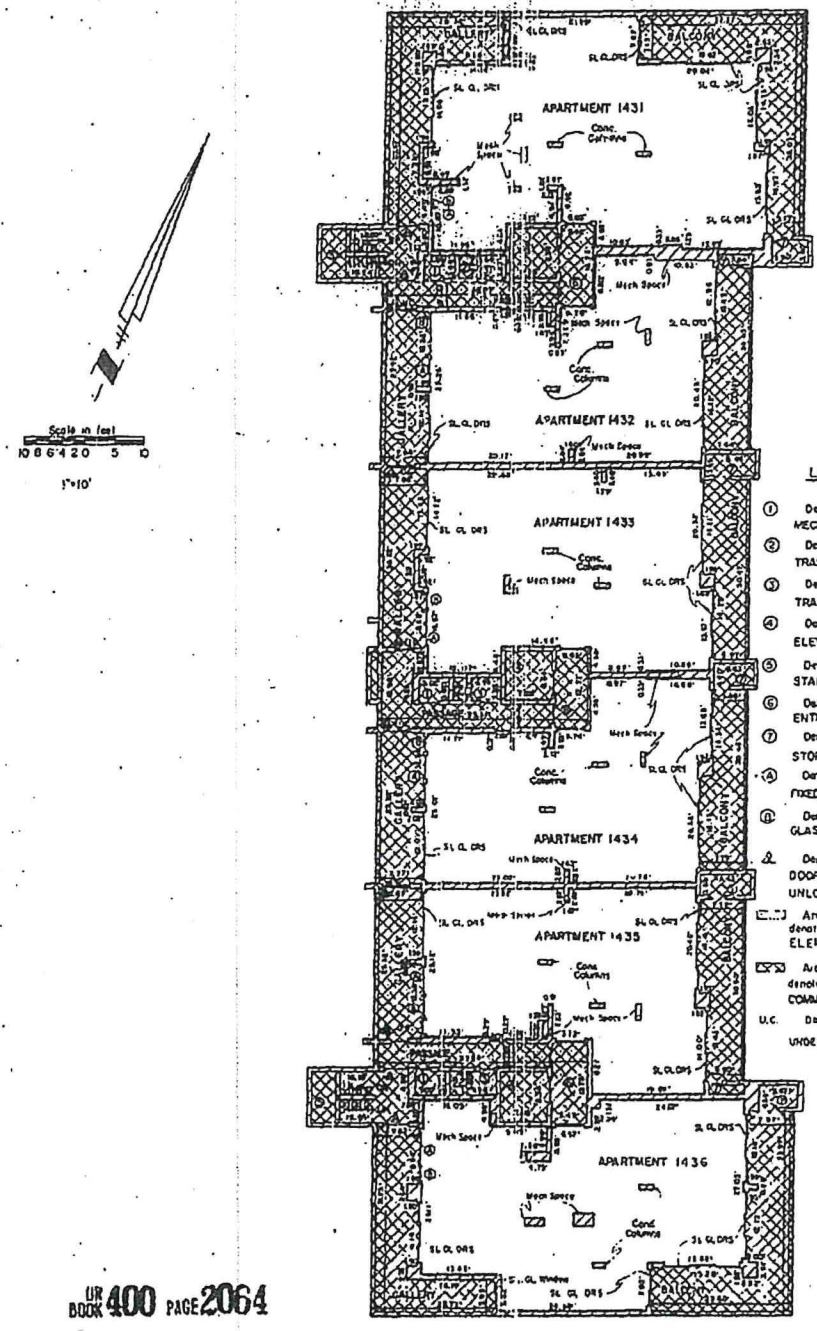
LOWER BOUNDARIES of Apartment Units 1231 through 1236 having an Elevation of 114.66 M.S.L.
UPPER BOUNDARIES of Apartment Units 1231 through 1236 having an Elevation of 122.64 M.S.L.

EXHIBIT-B
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF TWELFTH FLOOR

SCALE AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH	DATE JAN 1983
DESIGNED BY		DRAWING NO. 81-2-404-02
DRAWN BY DWS		SHEET 16 of 24
CHECKED BY		

ISLAND DUNES CONDOMINIUM A



LEGEND

1. Denotes MECH. and ELEC
2. Denotes TRASH CHUTE
3. Denotes TRASH ROOM
4. Denotes ELEVATORS
5. Denotes STAIRS
6. Denotes ENTRY
7. Denotes STORAGE
- A. Denotes FIXED GLASS WALL
- B. Denotes GLASS DOOR
- C. Denotes DOOR TO REMAIN UNLOCKED

Area show thus denote "COMMON ELEMENTS"

Area shown thus denotes "LIMITED COMMON ELEMENTS"

U.C. Denotes UNDER CONSTRUCTION

OR BOOK 400 PAGE 2064

LOWER BOUNDARIES of Apartment Units 1431 through 1436 having an Elevation of 123.26 M.S.L.
UPPER BOUNDARIES of Apartment Units 1431 through 1436 having an Elevation of 134.24 MSL

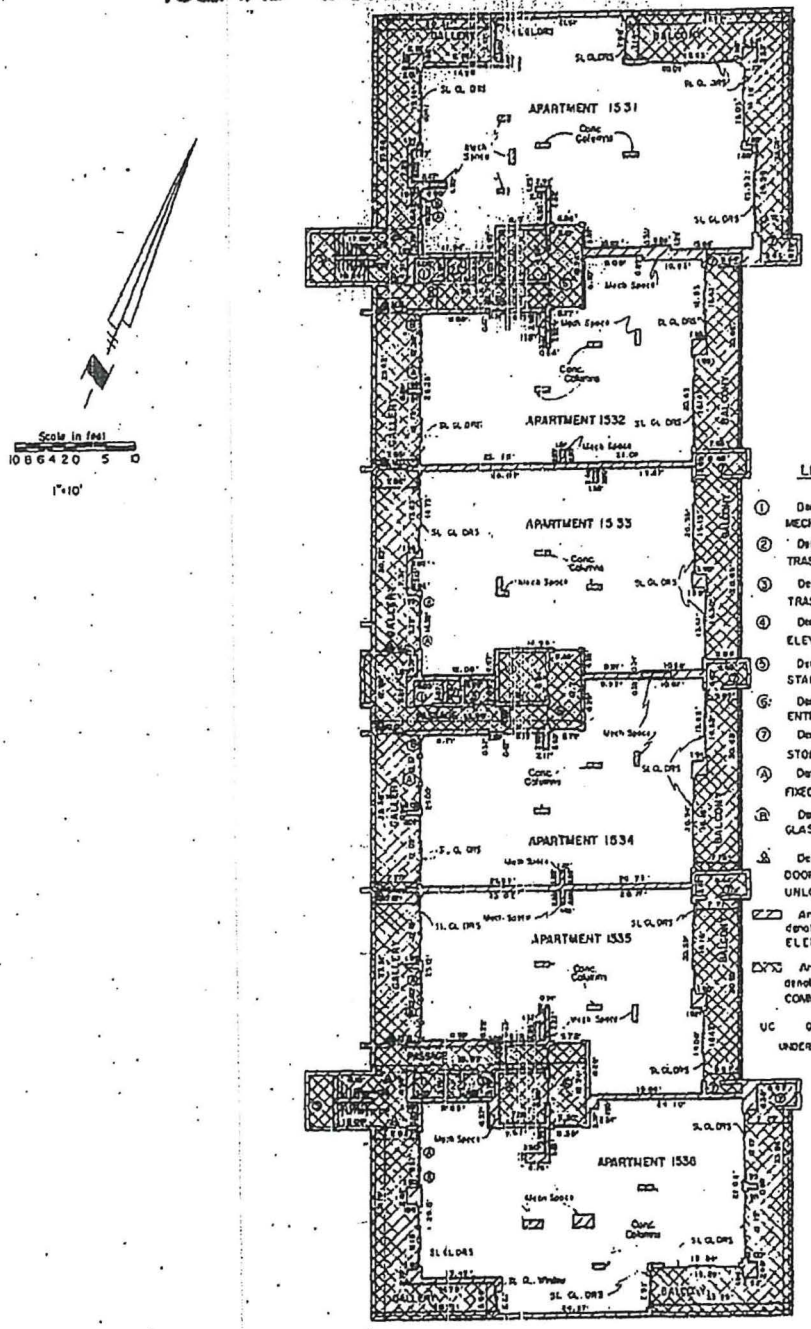
EXHIBIT B

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF FOURTEENTH FLOOR

SCALE: AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH BELLE GLADE PALM CITY	DATE: JAN 1981
DRAWN BY: D.W.S.		JOB NO: 81-2-4041-02
CHECKED BY:		SHEET: 17 OF 24

ISLAND DUNES CONDOMINIUM A



LEGEND

① Denotes MECH. and ELEC.
② Denotes TRASH CHUTE
③ Denotes TRASH ROOM
④ Denotes ELEVATORS
⑤ Denotes STAIRS
⑥ Denotes ENTRY
⑦ Denotes STORAGE
Ⓐ Denotes FIXED GLASS WALL
Ⓑ Denotes GLASS DOOR
Ⓒ Denotes DOOR TO REMAIN UNLOCKED
Area show thus denote "COMMON ELEMENTS"
Area shown thus denotes "LIMITED COMMON ELEMENTS"
UC Denotes UNDER CONSTRUCTION

LOWER BOUNDARIES of Apartment Units 1531 through 1536 having an Elevation of 131.60 N.S.L.
UPPER BOUNDARIES of Apartment Units 1531 through 1536 having an Elevation of 139.60 N.S.L.

OR BOOK 400 PAGE 2065

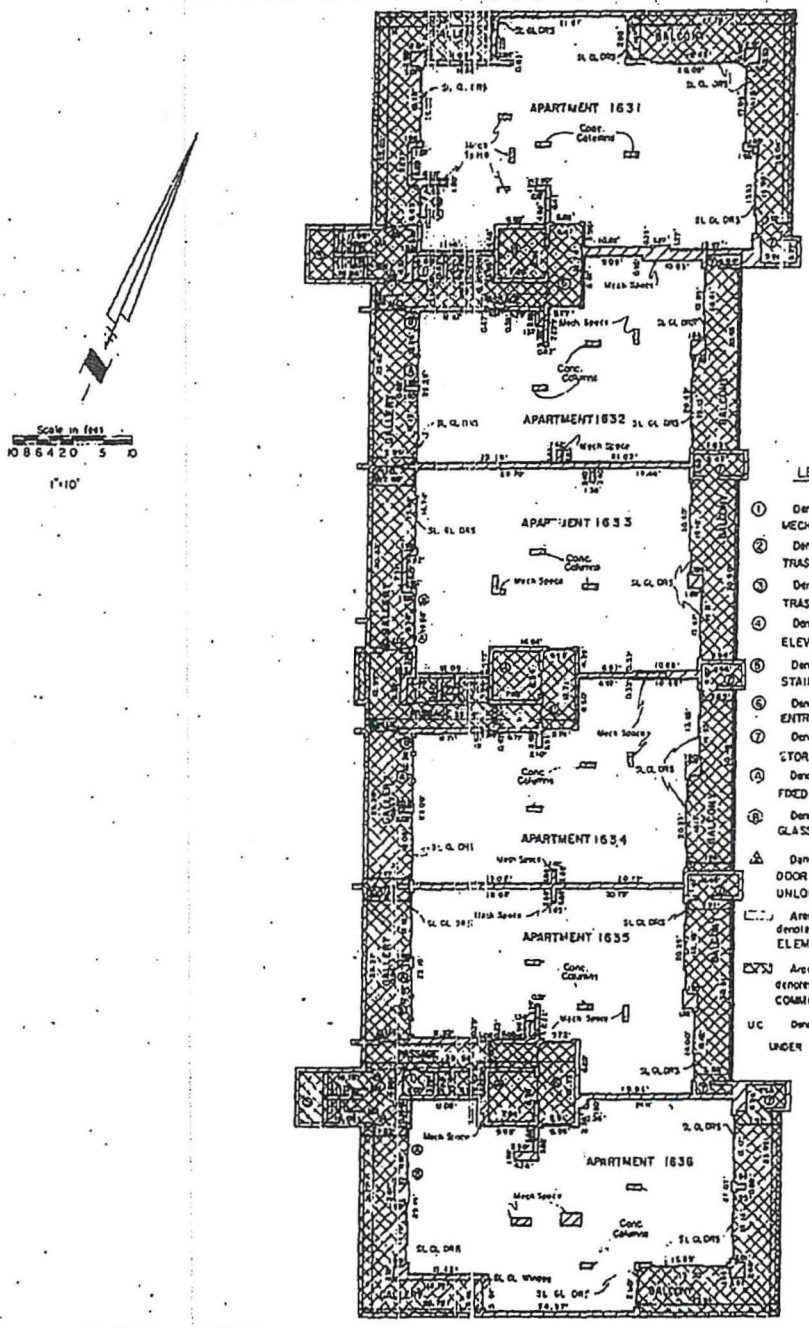
EXHIBIT · B

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF FIFTEENTH FLOOR

SCALE: 1/8 NOTED	HUTCHEON ENGINEERS	DATE: JAN	
DESIGNED BY:	INCORPORATED	JOB NO: 81-2-4041-02	
DRAWN BY: DWS	CIVIL ENGINEERS & SURVEYORS	SHEET: 18 - 24	
CHECKED BY:			

ISLAND DUNES CONDOMINIUM A



LEGEND

① Denotes MECH and ELEC.
② Denotes TRASH CHUTE
③ Denotes TRASH ROOM
④ Denotes ELEVATORS
⑤ Denotes STAIRS
⑥ Denotes ENTRY
⑦ Denotes STORAGE
Ⓐ Denotes FIXED GLASS WALL
Ⓑ Denotes GLASS DOOR
Ⓒ Denotes DOOR TO REMAIN UNLOCKED
Area shown thus denote "COMMON ELEMENTS"
Area shown thus denotes "LIMITED COMMON ELEMENTS"
UC Denotes UNDER CONSTRUCTION

OR BOOK 400 PAGE 2066

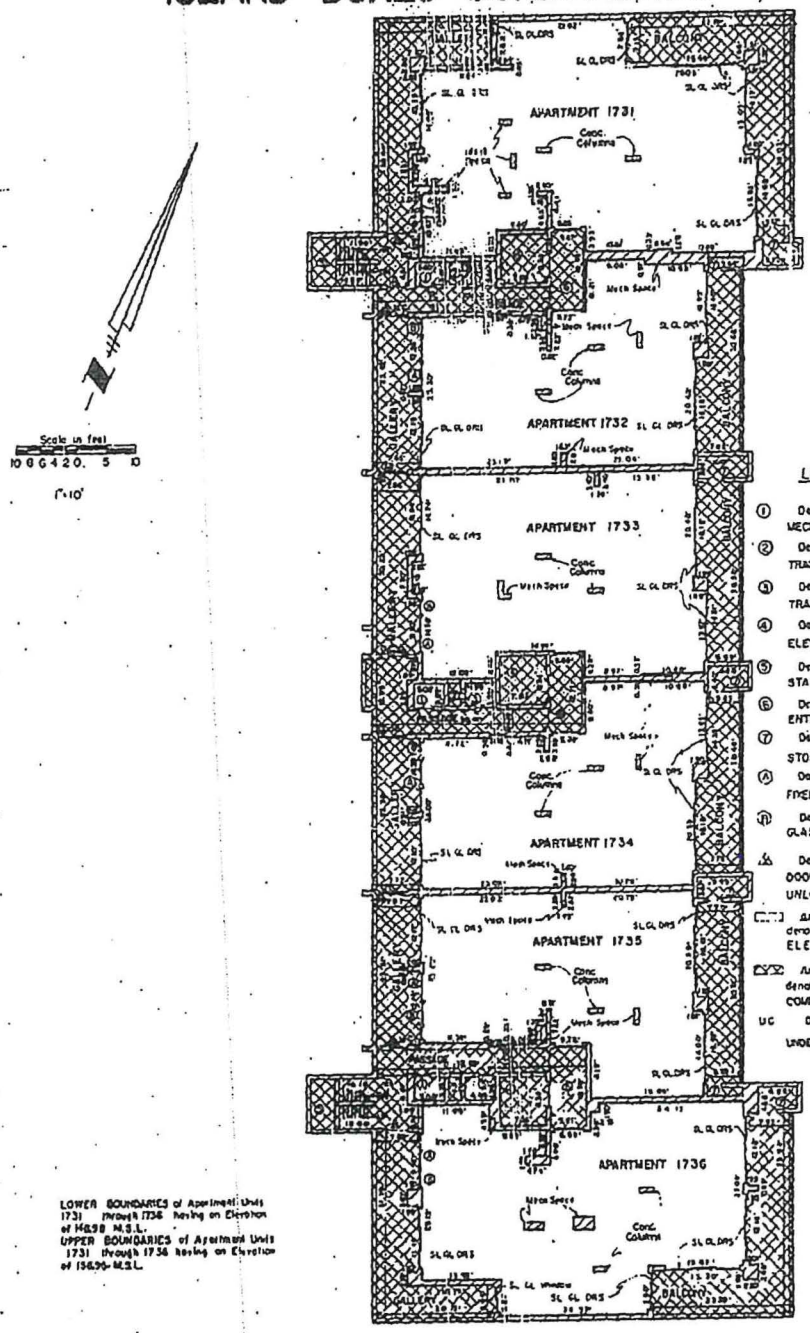
LOWER BOUNDARIES of Apartment Units 1631 through 1636 having an Elevation of 110.43 M.S.L.
UPPER BOUNDARIES of Apartment Units 1631 through 1636 having an Elevation of 118.40 M.S.L.

EXHIBIT "B"
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

SURVEY OF SIXTEENTH FLOOR

AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH	JAN 93
DWB		91-2-081.02
		19 of 24

ISLAND DUNES CONDOMINIUM A



LEGEND

1. Denotes MECH. and ELEC.
2. Denotes TRASH CHUTE
3. Denotes TRASH ROOM
4. Denotes ELEVATORS
5. Denotes STAIRS
6. Denotes ENTRY
7. Denotes STORAGE

A Denotes FIXED GLASS WALL

GD Denotes GLASS DOOR

Denotes DOOR TO REMAIN UNLOCKED

Area show thus denotes "COMMON ELEMENTS"

Area shown thus denotes "LIMITED COMMON ELEMENTS"

UC Denotes UNDER CONSTRUCTION

LOWER BOUNDARIES of Apartment Units 1731 through 1736 having an Elevation of 146.98 M.S.L.
UPPER BOUNDARIES of Apartment Units 1731 through 1736 having an Elevation of 156.96 M.S.L.

EXHIBIT B

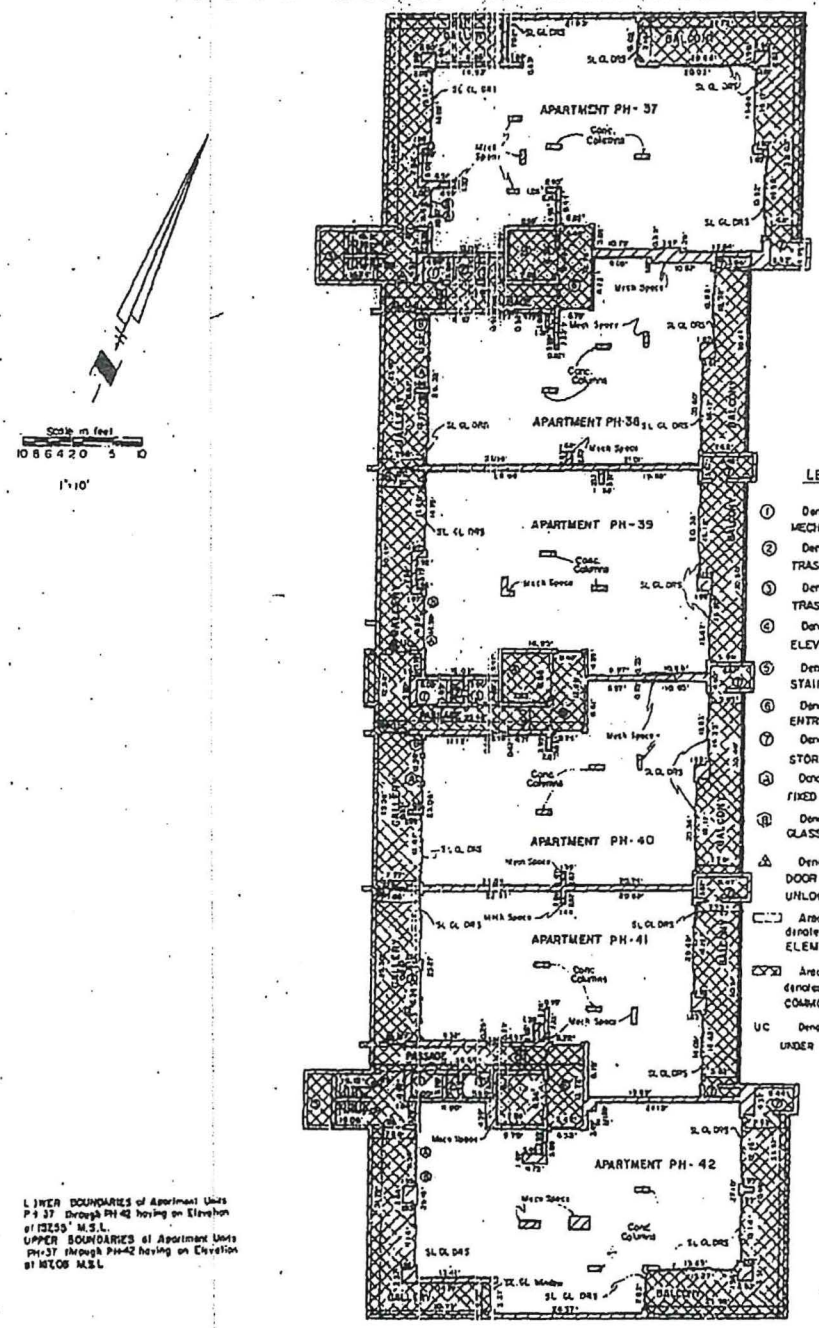
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF SEVENTEENTH FLOOR

SCALE: 1" = NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH	DATE: JAN 1983
DRAWN BY: DWS		JOB NO: 81-2-4041-02
CHECKED BY:		SHEET: 20 - 24

OR BOOK 400 PAGE 2067

ISLAND DUNES CONDOMINIUM A



LEGEND

1. Denotes MECH. and ELEC
2. Denotes TRASH CHUTE
3. Denotes TRASH ROOM
4. Denotes ELEVATORS
5. Denotes STAIRS
6. Denotes ENTRY
7. Denotes STORAGE
8. Denotes FIXED GLASS WALL
9. Denotes GLASS DOOR
10. Denotes DOOR TO REMAIN UNLOCKED

Area show thus denote "COMMON ELEMENTS"

Area shown thus denotes "LIMITED COMMON ELEMENTS"

UC Denotes UNDER CONSTRUCTION

LOWER BOUNDARIES of Apartment Units PH-37 through PH-42 having an Elevation of 13.39' M.S.L.
UPPER BOUNDARIES of Apartment Units PH-37 through PH-42 having an Elevation of 141.08 M.S.L.

OR BOOK 400 PAGE 2068

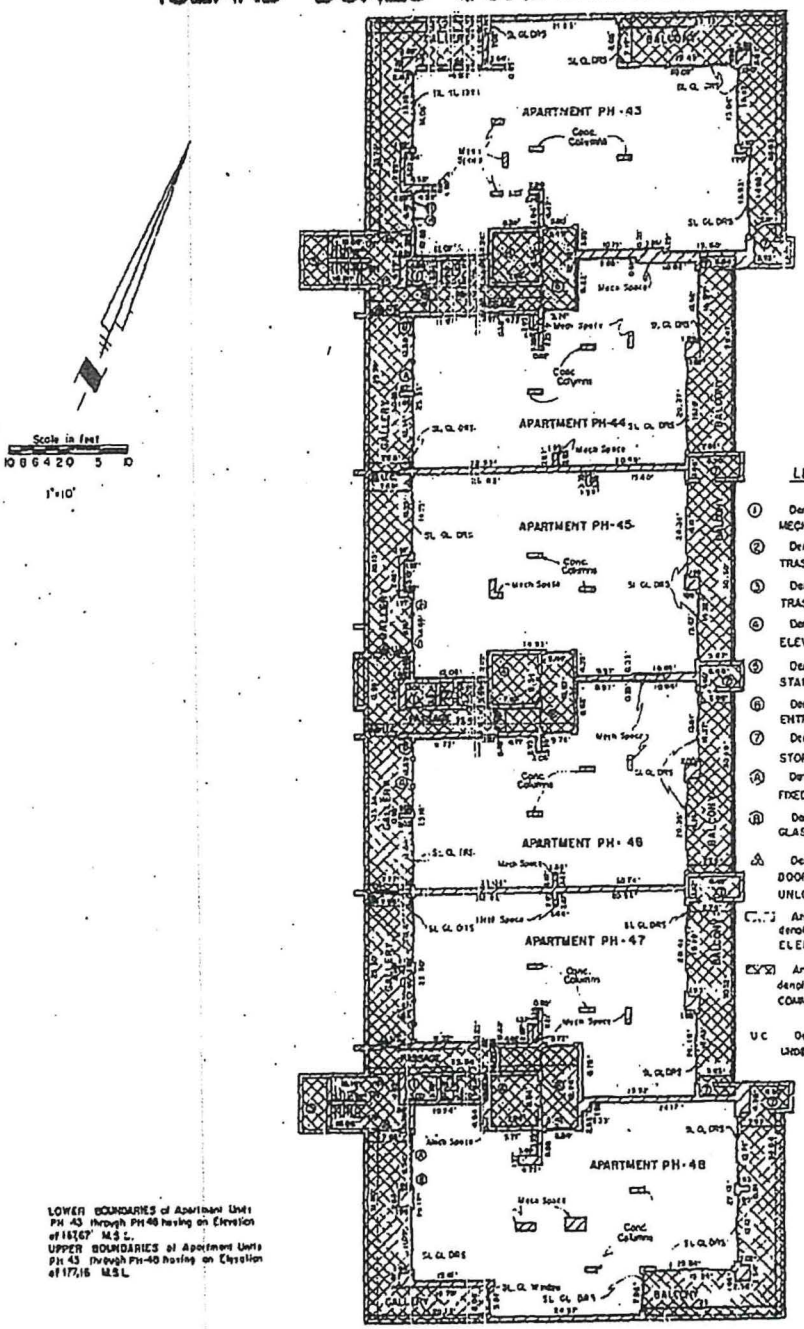
EXHIBIT - B

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF EIGHTEENTH FLOOR

SCALE AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS	DATE JAN 1983
DRAWN BY DWS		FILE & DRAWING NO. 81-2-40-sh-02
CHECKED BY		SHEET NO. 21 OF 24

ISLAND DUNES CONDOMINIUM A



LEGEND

1. Denotes MECH. and ELEC.
2. Denotes TRASH CHUTE
3. Denotes TRASH ROOM
4. Denotes ELEVATORS
5. Denotes STAIRS
6. Denotes ENTRY
7. Denotes STORAGE
8. Denotes FIXED GLASS WALL
9. Denotes GLASS DOOR
10. Denotes DOOR TO REMAIN UNLOCKED
- Area show thus denote "COMMON ELEMENTS"
- Area shown thus denotes "LIMITED COMMON ELEMENTS"

UC Denotes UNDER CONSTRUCTION

LOWER BOUNDARIES of Apartment Units PH 43 through PH 48 having an Elevation of 163.67' M.S.L.
UPPER BOUNDARIES of Apartment Units PH 43 through PH-48 having an Elevation of 177.16 M.S.L.

OR BOOK 400 PAGE 2069

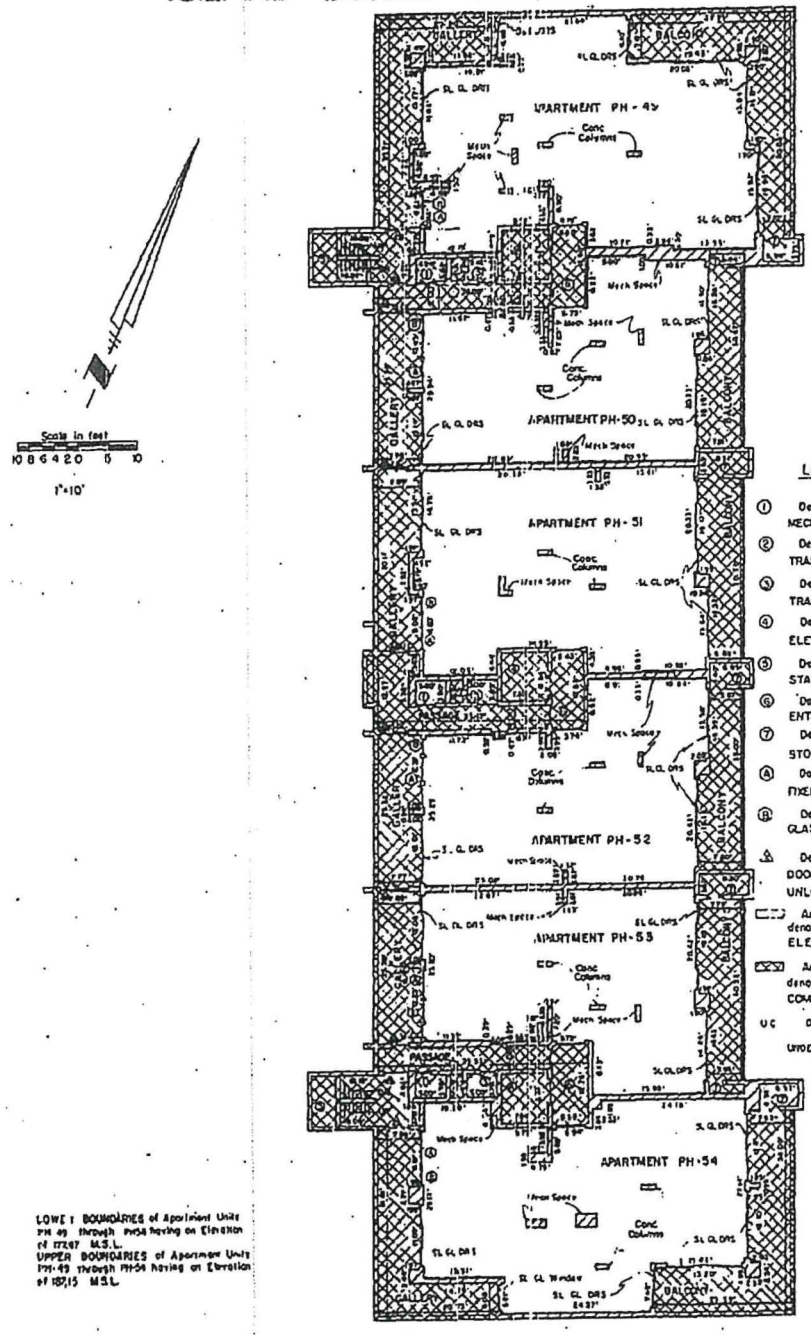
EXHIBIT - B

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

SURVEY OF NINETEENTH FLOOR

SCALE AS NOTED	HUTCHISON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS	JAN 1983
DRAWN BY DWS		81-2-4041-02
CHECKED BY		22 of 24

ISLAND DUNES CONDOMINIUM A



LEGEND

- ① Denotes MECH. and ELEC
- ② Denotes TRASH CHUTE
- ③ Denotes TRASH ROOM
- ④ Denotes ELEVATORS
- ⑤ Denotes STAIRS
- ⑥ Denotes ENTRY
- ⑦ Denotes STORAGE
- Ⓐ Denotes FIXED GLASS WALL
- Ⓑ Denotes GLASS DO.
- Denotes DOOR TO REMAIN UNLOCKED
- Area shown thus denote "COMMON ELEMENTS"
- Area shown thus denotes "LIMITED COMMON ELEMENTS"
- UC Denotes UNDER CONSTRUCTION

LOWER BOUNDARIES of Apartment Units PH 49 through PH54 having an Elevation of 177.67 M.S.L.
UPPER BOUNDARIES of Apartment Units PH-49 through PH-54 having an Elevation of 187.15 M.S.L.

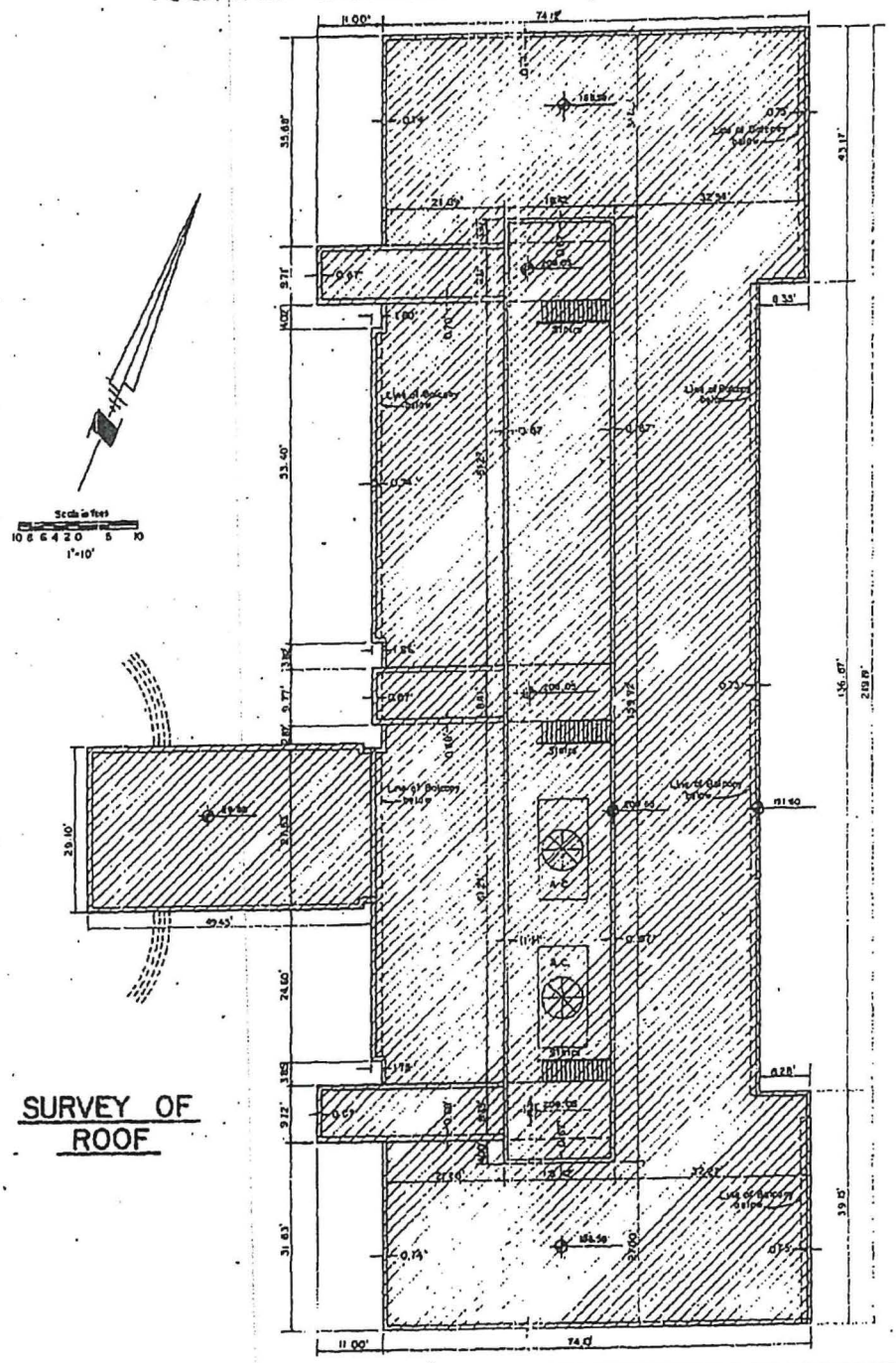
EXHIBIT-B
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

SURVEY OF TWENTIETH FLOOR

SCALE: AS NOTED	KOCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH	DATE: JAN '83
DRAWN BY: DWS		FILE & DRAWING NO: 83-2-4041-02
CHECKED BY:		SHEET: 23 of 24

OR BOOK 400 PAGE 2070

ISLAND DUNES CONDOMINIUM A



SURVEY OF ROOF

LEGEND

Area shown thus denotes "Common Elements"

OR BOOK 400 PAGE 2071

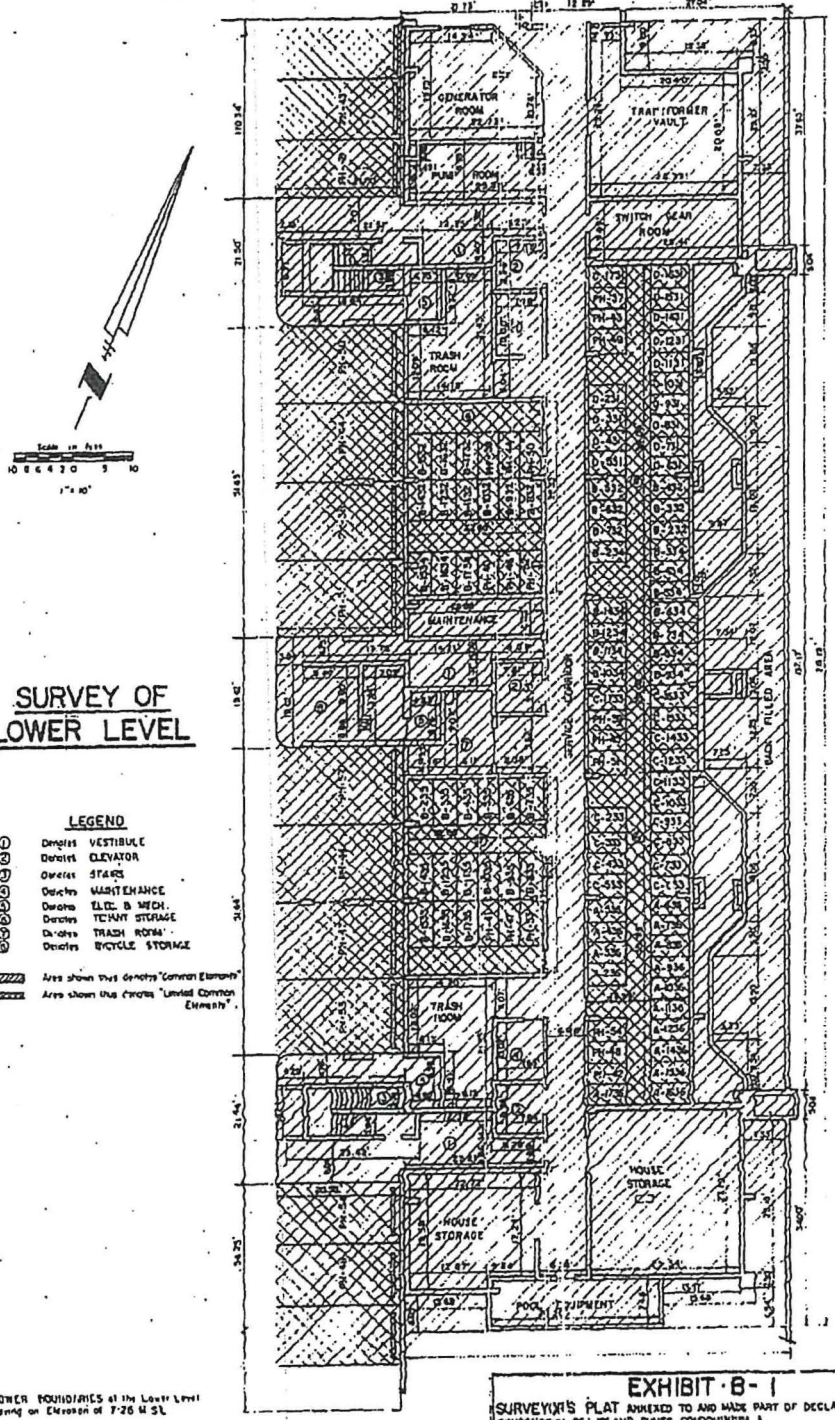
EXHIBIT · B

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

SURVEY OF ROOF

	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS	MAY, 1981 24 · 24

ISLAND DUNES CONDOMINIUM A



SURVEY OF LOWER LEVEL

LEGEND

- (1) Denotes VESTIBULE
- (2) Denotes ELEVATOR
- (3) Denotes STAIRS
- (4) Denotes MAINTENANCE
- (5) Denotes ELEC. & MECH.
- (6) Denotes TENANT STORAGE
- (7) Denotes TRASH ROOM
- (8) Denotes BICYCLE STORAGE

Area shown thus denotes "Common Elements"

Area shown thus denotes "Limited Common Elements".

LOWER BOUNDARIES of the Lower Level having an Elevation of 7.26 M SL

EXHIBIT B-1

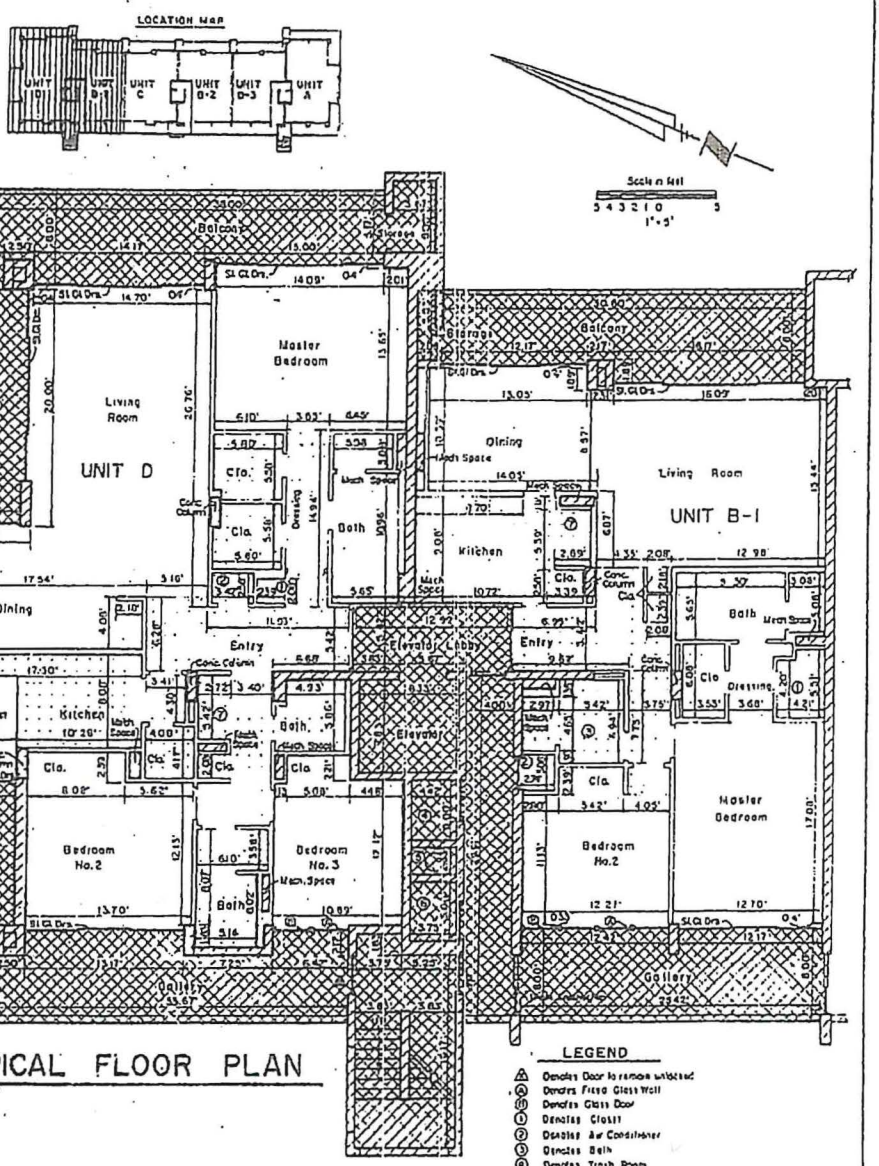
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

SURVEY OF LOWER LEVEL

SCALE: AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH	DATE: JAN. 1983
DRAWN BY: R.C.I.		JOB NO. 81-7-4001-02
CHECKED BY:		SHEET 1 OF 1

OR BOOK 400 PAGE 2072

ISLAND DUNES CONDOMINIUM A



TYPICAL FLOOR PLAN

LEGEND

- (A) Denotes Door to remain unlocked
- (B) Denotes Fixed Glass Wall
- (C) Denotes Glass Door
- (D) Denotes Closet
- (E) Denotes Air Conditioner
- (F) Denotes Bath
- (G) Denotes Trash Room
- (H) Denotes Trash Chute
- (I) Denotes Mech & Elec Room
- (J) Denotes Laundry

Area shown thus denotes "Common Elements"
Area shown thus denotes "Limited Common Elements"
Area shown thus denotes dedication

OR BOOK 400 PAGE 2048

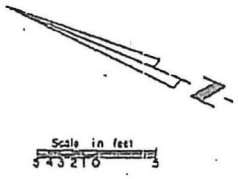
EXHIBIT "B"

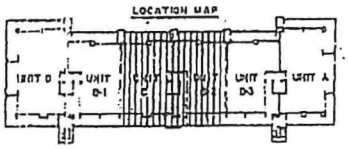
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

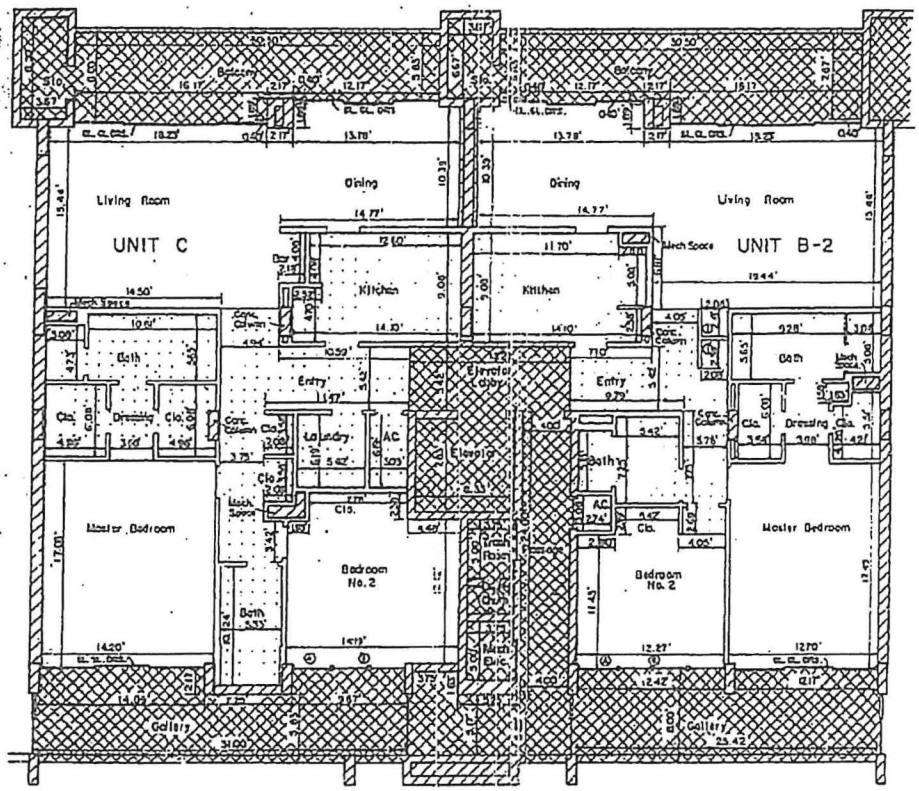
TYPICAL FLOOR PLAN

AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS	MAY 1981 81-2-4041 1 OF 24

ISLAND DUNES CONDOMINIUM A







TYPICAL FLOOR PLANS

LEGEND

- Area shown thus denotes "Common Elements"
- Area shown thus denotes "Limited Common Elements"
- Area shown thus denotes Drop Ceiling
- (1) Denotes Closets
- (2) Denotes Glass Doors
- (3) Denotes Fixed Glass Wall

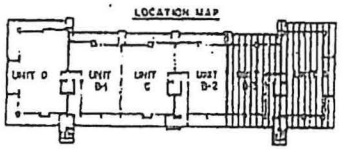
OR BOOK 400 PAGE 2049

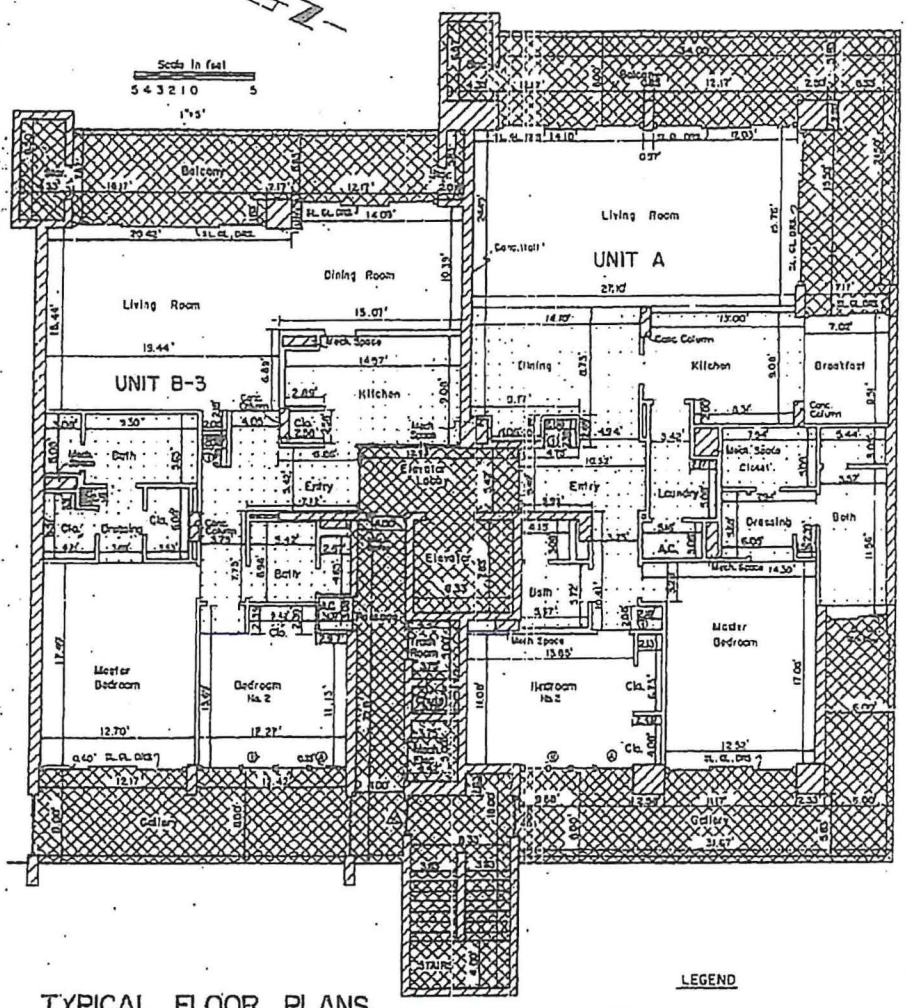
EXHIBIT B
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

TYPICAL FLOOR PLANS

AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS	MAR 1979 D-2-400 2 - 24

ISLAND DUNES CONDOMINIUM A





TYPICAL FLOOR PLANS

LEGEND

- Area shown thus denotes Drop Ceiling
- Area shown thus denotes "Common Elements"
- Area shown thus denotes "Limited Common Elements"
- ① Denotes Closets
- Denotes Glass Door
- Denotes Fixed Glass Wall
- Denotes Door to remain open

EXHIBIT B

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF: ISLAND DUNES CONDOMINIUM A

TYPICAL FLOOR PLANS

SCALE: AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH	DATE: MAY, 1981
DRAWN: D.W.S.		JOB NO.: 8-2-4041
		SHEET: 3 , 24

OR BOOK 400 PAGE 2050

EXHIBIT "C"
PERCENTAGE OWNERSHIP OF COMMON ELEMENTS

UNIT	UNIT TYPE	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
231	D	1.10994%
232	B1	.835378%
233	C	.946372%
234	B2	.835378%
235	B3	.835378%
236	A	.993107%
331	D	1.10994%
332	B1	.835378%
333	C	.946372%
334	B2	.835378%
335	B3	.835378%
336	A	.993107%
431	D	1.10994%
432	B1	.835378%
433	C	.946372%
434	B2	.835378%
435	B3	.835378%
436	A	.993107%
531	D	1.10994%
532	B1	.835378%
533	C	.946372%
534	B2	.835378%
535	B3	.835378%
536	A	.993107%
631	D	1.10994%
632	B1	.835378%
633	C	.946372%
634	B2	.835378%
635	B3	.835378%
636	A	.993107%
731	D	1.10994%
732	B1	.835378%
733	C	.946372%
734	B2	.835378%
735	B3	.835378%
736	A	.993107%
831	D	1.10994%
832	B1	.835378%
833	C	.946372%
834	B2	.835378%
835	B3	.835378%
836	A	.993107%

931	D	1.10994%
932	B1	.835378%
933	C	.946372%
934	B2	.835378%
935	B3	.835378%
936	A	.993107%
1031	D	1.10994%
1032	B1	.835378%
1033	C	.946372%
1034	B2	.835378%
1035	B3	.835378%
1036	A	.993107%
1131	D	1.10994%
1132	B1	.835378%
1133	C	.946372%
1134	B2	.835378%
1135	B3	.835378%
1136	A	.993107%
1231	D	1.10994%
1232	B1	.835378%
1233	C	.946372%
1234	B2	.835378%
1235	B3	.835378%
1236	A	.993107%
1431	D	1.10994%
1432	B1	.835378%
1422	C	.946372%
1434	B2	.835378%
1435	B3	.835378%
1436	A	.993107%
1531	D	1.10994%
1532	B1	.835378%
1533	C	.946372%
1534	B2	.835378%
1535	B3	.835378%
1536	A	.993107%
1631	D	1.10994%
1632	B1	.835378%
1633	C	.946372%
1634	B2	.835378%
1635	B3	.835378%
1636	A	.993107%
1731	D	1.10994%
1732	B1	.835378%
1733	C	.946372%
1734	B2	.835378%
1735	B3	.835378%
1736	A	.993107%

PH – 37	D	1.10994%
PH – 38	B1	.835378%
PH – 39	C	.946372%
PH – 40	B2	.835378%
PH – 41	B3	.835378%
PH – 42	A	.993107%
PH – 43	D	1.10994%
PH – 44	B1	.835378%
PH – 45	C	.946372%
PH – 46	B2	.835378%
PH – 47	B3	.835378%
PH – 48	A	.993107%
PH – 49	D	1.10994%
PH – 50	B1	.835378%
PH – 51	C	.946372%
PH – 52	B2	.835378%
PH – 53	B3	.835378%
PH – 54	A	.993107%
	TOTAL PERCENTAGE OF COMMON ELEMENTS	99.99994%

Exhibit "D"

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF THE ADMIRAL OWNERS' ASSOCIATION, INC.

f/k/a Island Dunes Owners' Association, Inc.
a corporation not for profit organized
under the laws of the State of Florida

This is the Amended and Restated Articles of Incorporation of The Admiral Owners' Association, Inc. recorded at Official Records Book 400, Page 2076 et. seq., and amended at Official Records Book 572, Page 2969 et. seq., and Official Records Book 1086, Page 2954 et. seq., Public Records of St. Lucie County, Florida.

ARTICLE I

The name of the corporation shall be THE ADMIRAL OWNERS' ASSOCIATION, INC. Hereafter, the corporation shall be referred to as the "Association", with its principal place of business located at 8750 State Road A-1-A, Hutchinson Island, Jensen Beach, Florida 33457.

ARTICLE II

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718(2023), Florida Statutes, as amended from time to time, hereinafter called the "Condominium Act", for the operation of Island Dunes Condominium A.

ARTICLE III

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not in conflict with the terms of these Articles of Incorporation or the Condominium Act.

B. The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles of Incorporation and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate Island Dunes Condominium A.

C. All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws of the Association.

D. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

A. The members of the Association shall consist of all of the record owners of condominium units in Island Dunes Condominium A, hereinafter referred to as "Condominium Units", and after termination of a condominium shall consist of those who are members at the time of such termination, and their successors and assigns, together with record owners of apartments in condominiums not terminated.

B. Membership shall be acquired by recording in the Public Records of St. Lucie County, Florida, a deed or other instrument establishing record title to a Condominium Unit in ISLAND DUNES CONDOMINIUM A, the owner designated by such instrument thus becoming a member of the Association, and the membership of the prior owner being thereby terminated, provided, however, any party who owns more than one unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any unit.

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

D. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each unit, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one (1) unit shall be entitled to one (1) vote for each unit he owns, except as otherwise provided in the By-Laws.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The affairs of the Association shall be administered by a President, a Vice President, a Secretary and a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may, from time to time, designate. Any person may hold two (2) offices, excepting that the same person shall not hold the office of President and Secretary or Assistant Secretary. Officers of the Association shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors.

ARTICLE VII

A. The affairs of the Association shall be managed by a Board of Directors. The number of persons which shall constitute the entire Board of Directors shall be not less than three (3) nor more than twelve (12).

ARTICLE VIII

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or the settlement of any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

ARTICLE IX

The By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein.

ARTICLE X

A. In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and its members, the Association shall give notice of the exposure within a reasonable time to all members who may be exposed to the liability, whereupon such members shall have the right to intervene and defend in such action.

B. The Association shall maintain accounting records according to good accounting practices which shall be open to inspection by members or their duly authorized representatives at reasonable times, and written summaries which shall be supplied at least annually to members or their duly authorized representatives.

C. The Association shall perform an annual audit of Association financial affairs which may be performed by any independent accountant at the Board's discretion.

ARTICLE XI

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

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

B. A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of

his refusal or failure to act, the Board of Directors shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering such amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by not less than sixty-six and two-thirds (66-2/3%) percent of the votes of the entire membership of the Association.

C. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without consent in writing by all members and the joinder of all record owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

D. A copy of each amendment shall be filed with the Department of State, pursuant to the provisions of the applicable Florida Statutes.

ARTICLE XII

The term "units that will ultimately be operated by the Association" shall refer to the one hundred eight (108) Condominium Units that have been constructed as part of Island Dunes Condominium A.

These Amended and Restated Articles of Incorporation of The Admiral Owners' Association, Inc., were approved by 66 2/3rd % of the entire membership which vote was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 29 day of February, 2024.

WITNESSES AS TO PRESIDENT: **THE ADMIRAL OWNERS' ASSOCIATION, INC.**

_____ By: _____

Print Name: Alan Stuckey William Fitzgerald, President

_____

Print Name: David Duncan

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [X] physical presence or [ ] online notarization, by William Fitzgerald, as President of The Admiral Owners' Association, Inc., [ ] who is personally known to me, or [ ] who has produced _____ as identification on February 29th, 2024.

Notarial Seal

Rebecca G Deegan
Notary Public

Notary Public State of Florida
Rebecca G Deegan
My Commission
HH 173656
Exp. 9/9/2025

WITNESSES AS TO SECRETARY: THE ADMIRAL OWNERS' ASSOCIATION, INC.

_____ By: _____
Print Name: Alan Stuckey Douglas Way, Secretary

_____
Print Name: David Duncan

The Admiral
CORPORATE SEAL
Owners' Association Inc.

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [X] physical presence or [ ] online notarization, by Douglas Way, as Secretary of The Admiral Owners' Association, Inc., [ ] who is personally known to me, or [ ] who has produced _____ as identification on February 29th, 2024.

Notarial Seal

_____
Notary Public

Notary Public State of Florida
Rebecca G Deegan
My Commission
HH 173656
Exp. 9/9/2025

Exhibit "E"

AMENDED AND RESTATED BY-LAWS OF THE ADMIRAL OWNERS' ASSOCIATION, INC. F/K/A ISLAND DUNES OWNERS' ASSOCIATION, INC., a corporation not for profit, organized under the law of the State of Florida

The following are the Amended and Restated By-Laws of The Admiral Owners' Association, Inc. recorded at Official Records 400, Page 2087 et. seq., amended at Official Records Book 449, Page 1294 et. seq., Official Records Book 599, Page 1208 et. seq., Official Records Book 648, Page 1175 et. seq., Official Records Book 738, Page 2220 et. seq., Official Records Book 945, Page 563 et. seq., Official Records Book 1050, Page 2737 et. seq., Official Records Book 1225, Page 1630 et. seq., Official Records Book 3040, Page 2662 et. seq., Official Records Book 4350, Page 1559 et. seq., Public Records of St. Lucie County, Florida.

1. Identity. These are the By-Laws of THE ADMIRAL OWNERS' ASSOCIATION, Inc., hereinafter called the "Association," a corporation not for profit organized and existing under the laws of the State of Florida, and pursuant to the provisions of Chapter 718(2023) Florida Statutes, as amended from time to time, hereinafter referred to as the "Condominium Act".

1.1 The office of the Association shall be at 8750 S. State Road A-1-A, Hutchinson Island, Jensen Beach, FL 33457.

1.2 The fiscal year of the Association shall be May 1 through April 30 of each year, or such other period as is adopted by the Board of Directors.

1.3 The seal of the Association shall bear the name of the corporation, the word "Florida", and the words "Corporation not for profit", and the year of incorporation.

2. Members' Meetings.

2.1 Annual Meeting. The annual members' meeting shall be held annually during the time period between February 15 and March 15 at the office of the Association, or at such other location in St. Lucie County, Florida, as designated by the Board of Directors, at a date and time set by the Board of Directors of the Association, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, that the meeting shall not be on a day that is a legal holiday.

2.2 Special members' meetings shall be held whenever called by the President or Vice President or a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast ten (10%) percent of the votes of the entire membership.

2.3 Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association, by mail or electronic transmission, not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the meeting, and an affidavit of mailing and transmission shall be retained as proof of such mailing and transmission. Notice of meeting may be waived before or after meetings. Notice of meetings shall be posted conspicuously on the condominium property not later than fourteen (14) days in advance of such meeting for the members' attention.

2.4 A quorum at members' meetings shall consist of persons entitled to cast twenty-five (25%) percent of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

2.5 Voting.

(a) In any meeting of members the owners of Condominium Units shall be entitled to cast one (1) vote for each Condominium Unit owned.

(b) If a Condominium Unit is owned by one (1) person, his right to vote shall be established by the record title to his unit. If any Condominium Unit is owned by more than one (1) person, the person entitled to cast the vote for the Condominium Unit shall be designated by a certificate signed by all of the record owners of the Condominium Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation or other entity, the person entitled to cast the vote for the Condominium Unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation or signed by the appropriate officer of an other entity and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Condominium Unit concerned. A certificate designating the person entitled to cast the vote of a Condominium Unit may be revoked by an owner of a Condominium Unit.

2.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary at least twenty-four (24) hours before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned Meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is present.

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

(a) Appointment of Inspectors of Election.

(b) Election of Directors.

(c) Calling of the roll and certifying of proxies.

(d) Proof of notice of meeting or waiver of Notice.

(e) Reading and disposal of any unapproved minutes.

(f) Reports of officers.

(g) Reports of committees.

(h) Unfinished business.

(i) New business.

(j) Adjournment.

2.9 Election of Directors. The Association shall call and give notice of an annual membership meeting to be held for the purpose of electing Director(s).

2.10 Minutes. Minutes of all meetings of unit owners shall be kept in a business-like manner and available for inspection by unit owners and Board members at all reasonable times.

3. Directors.

3.1 Membership. The affairs if the Association will be managed by a Board of Directors of five (5) Directors.

3.2 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting and conducted in accordance with the Condominium Act.

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

(c) Except as to vacancies created by removal of Directors by members, vacancies in the Board of Directors shall be filled by the remaining Directors until the expiration of the term.

(d) Any Director elected by the unit owners may be removed by concurrence of a majority of the votes of all the Condominium Unit owners. The vacancy in the Board of Directors so created shall be filled in accordance with the Condominium Act.

3.3 The term of each Director's service shall be two (2) years and the Directors shall serve staggered terms. All elections shall be for two (2) year terms, with two (2) seats on the Board being up for election during even numbered years and three (3) seats on the Board being up for election in odd numbered years.

3.4 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and times as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or electronic transmission, which notice shall state the time, place and purpose of the meeting.

3.6 Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or electronic transmission, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

3.9 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. No further notice need be given of an adjourned meeting.

3.10 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

3.11 The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the Directors present shall designate one (1) of their number to preside.

3.12 The order of business at Directors' meetings shall be:

(a) Calling of roll.

(b) Proof of due notice of meeting.

(c) Reading and disposal of any unapproved minutes.

(d) Reports of officers and committees.

(e) Election of officers.

(f) Unfinished business.

(g) New business.

(h) Adjournment.

3.13 Directors' fees, if any, shall be determined by members of the Association, and approval of any such fees shall require the affirmative vote of not less than a majority of the entire membership of the Association.

3.14 Minutes. Minutes of all meetings of Directors shall be kept in a business-like manner and available for inspection by unit owners and Board members at all reasonable times.

3.15 Open Meetings. Except in emergency situations or as otherwise provided in the Condominium Act, meetings of the Board of Directors shall be open to all members and notice of meetings shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance for the attention of the members.

4. Power and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Condominium Unit owners where such approval is specifically required.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors, and there may also be such Assistant Secretaries and Assistant Treasurers as the Board of Directors may, from time to time, determine upon. Any person may hold two (2) or more offices except that the same person shall not hold the office of President and Secretary or Assistant Secretary. Any officer may be removed peremptorily by a vote of two-thirds (2/3) of the Directors present at any duly constituted meeting. A vacancy in any office shall be filled by the Board of Directors.

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

5.3 The Vice-President shall act as Chairman of a committee of the Board. The Vice-President shall exercise the powers and duties of the President in the event of the President's absence or disability. The Vice-President shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

5.4 The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The Treasurer may delegate any or all of his duties to a professional Manager. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.

5.6 No compensation shall be paid to any officer of the Association except with the approval of a majority of the membership, reflected by a vote taken at a duly constituted membership meeting. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any Director or officer as an employee of the Association at such compensation as the Board shall determine upon, nor shall anything herein be construed so as to preclude the Board from contracting with a Director or officer or with any corporation in which a Director or officer of the Association may be a stockholder, officer, director or employee, for the management of the condominium for such compensation as shall be mutually agreed between the Board and such officer or Directors.

(The following Section 6. Use Restrictions, is relocated to the Declaration as the proposed new Section 19.)

6. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. Receipts and expenditures shall be credited and charged to accounts under the following classifications as shall be appropriate, as the Board of Directors may decide:

(a) Current Expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, should the Board of Directors decide it is necessary, except expenditures chargeable to reserves for additional improvements or to operations. Current expenses shall also include the Condominium's share of the Recreation Area budget, including thereunder the sewer and water charges necessary and incident to the maintenance and operation of the facilities.

(b) Reserve for Deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually as required by the Condominium Act.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence as required by the Condominium Act.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, should the Board of Directors decide it is necessary.

(e) Operations, which shall include gross revenues from the use of common elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized, or, at the discretion of the Board of Directors, in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against Condominium Unit owners, which assessments may be made in advance in order to provide a working fund, or by including the assessment in the next annual budget.

6.2 Budget.

(a) Adoption by Board of Directors. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expenses and which shall provide for funds for reserves for the condominium. The adoption of a budget for the condominium shall comply with the requirements hereinafter set forth:

(1) Notice of Meeting. A copy of the proposed budget of common expenses shall be mailed to each unit owner not less than fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

(2) Revision of Budget.

a. Special Membership Meeting. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any year exceeding

one hundred fifteen (115%) percent of such assessments for the preceding year, as hereinafter defined, upon written application of ten (10%) percent of the unit owners in the Association (received within 21 days of the adoption of the budget) a special meeting of the unit owners shall be held within sixty (60) days of delivery of such application to the Board of Directors. The notice of said meeting shall state the purpose of the meeting being to consider a substitute budget. A substitute budget is adopted if approved by a majority of all voting interests. If a substitute budget is not adopted, the budget approved by the Board of Directors shall take effect as scheduled.

(3) Approval of Budget by Membership. Notwithstanding the foregoing, the Board of Directors may, in any event, propose a budget to the unit owners at a meeting of members or by writing and if such budget or proposed budget be approved by the unit owners at the meeting or by majority of their whole number by a writing, such budget shall not thereafter be reexamined by the unit owners in the manner hereinabove set forth.

(4) Budget Requiring Assessments Against Unit Owners Exceeding One Hundred Fifteen (115%) Percent of Assessments for the Preceding Year. In determining whether a budget requires assessment against unit owners in any year exceeding one hundred fifteen (115%) percent of assessments for the preceding year, there shall be excluded in the computations any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for betterments to the condominium property if the By-Laws so provide or allow the establishment of reserves, or assessments for betterments to be imposed by the Board of Directors.

6.3 Assessments. Assessments against the Condominium Unit owners for their share of the items of the budget shall be made for the year annually in advance on or before ten (10) days preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there and full months of the calendar year left as of the date of such amended assessment, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.3.5 Common Elements. In addition to such other costs as may constitute Common Expenses under the Condominium Documents, the cost of the provision of cable television service to the Units shall be a Common Expense.

6.4 Apportionment of Expenses. Costs and expenses attributable to or to be shared by more than one (1) condominium, such as, but not limited to, the maintenance of Recreation Area, the cost of maintaining facilities or services shared by more than one (1)

condominium, and the costs of labor or services wherein the labor or services are being provided to more than one (1) condominium, shall be equitably apportioned by the Board of Directors to the condominiums sharing such services, labor or other benefits, and to whom such costs and expenses are attributable, and the proportionate share attributable to a condominium shall constitute a portion of its common expenses. Where benefits, services, or labor are being shared on a substantially equal basis by condominium, such as the cost of maintaining the Recreation Area, the basis of determining the proportionate share of such costs to each condominium shall be computed by multiplying the total cost by a fraction, the numerator of which shall be the total number of condominium apartments units in the condominium, and the denominator of which shall be the total number of apartments in the condominium project to which such common costs and expenses are attributable.

The Association may own, operate and maintain a sewage treatment facility and, if necessary, a reverse osmosis water supply system, both of which shall supply service to the Condominium, Recreation Area, and adjacent commercial development. The expense of the operation and maintenance of these facilities shall be as set forth above, provided that any commercial development served by these facilities shall pay its proportionate share of the services, maintenance and reserve according to the proportion of water used by said commercial development to that used by the Condominiums and Recreation Area.

6.5 Acceleration of Assessment Installments Upon Default. If a Condominium Unit owner shall be in default in the payment of installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the Condominium Unit owner, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Condominium Unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.6 The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

6.7 Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by the Board. The premiums on such bonds shall be paid by the Association.

6.8 Audit. An audit of the accounts of the Association shall be made annually and may be made by a Professional Accountant or Certified Public Accountant, at the discretion of the Board of Directors.

6.9 Fine for Non-Compliance. The Association may levy reasonable fines against unit owner for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provisions of the Declaration, the By-Laws, or reasonable rules of the Association. No fine will become a lien against a unit. No fine may exceed $100.00 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 hearing, provided that no such fine shall in the aggregate, exceed $1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied.

7. Parliamentary Rules. ROBERTS' RULES OR ORDER (latest edition) as modified by the Board of Directors shall govern the conduct of the Association meetings when not in conflict with the Articles of Incorporation or these By-Laws.

8. Amendments. A resolution for the adoption of a proposed amendment of these By-Laws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President, or, in the event of his refusal or failure to act, the Board of Directors; shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing such approval is delivered to the Secretary at least twenty-four (24) hours prior to the meeting. Except as elsewhere provided, such approval must be by:

(a) Not less than a majority of the votes of the entire membership of the Association.

(b) In the alternative, an amendment may be made by an agreement signed ad acknowledged by all condominium owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of St. Lucie County, Florida.

8.1 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are duly recorded as amendment to the Bylaws in the Public Records of St. Lucie County, Florida.

WE HEREBY CERTIFY that the foregoing Amended and Restated By-Laws of The Admiral Owners' Association, Inc., were approved by not less than a majority of the votes of the entire membership, which vote was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 29 day of February, 2024.

WITNESSES AS TO PRESIDENT: **THE ADMIRAL OWNERS' ASSOCIATION, INC.**

Print Name: Alan Stockton

By: William Fitzgerald, President

Print Name: David Deegan

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [X] physical presence or [ ] online notarization, by William Fitzgerald, as President of The Admiral Owners' Association, Inc., [ ] who is personally known to me, or [ ] who has produced _____ as identification on February 5th, 2024.

Notarial Seal

Notary Public State of Florida
Rebecca G Deegan
My Commission
HH 173656
Exp. 9/9/2025

Rebecca G Deegan
Notary Public

WITNESSES AS TO SECRETARY: **THE ADMIRAL OWNERS' ASSOCIATION, INC.**

Print Name: Alan Stockton

By: Douglas Way, Secretary

Print Name: David Deegan

The Admiral Owners' **CORPORATE SEAL** Association Inc.

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn and acknowledged before me by means of [X] physical presence or [ ] online notarization, by Douglas Way, as Secretary of The Admiral Owners' Association, Inc., [ ] who is personally known to me, or [ ] who has produced _____ as identification on February 5th, 2024.

Notarial Seal

Notary Public State of Florida
Rebecca G Deegan
My Commission
HH 173656
Exp. 9/9/2025

Rebecca G Deegan
Notary Public

EXHIBIT F TO

DECLARATION OF CONDOMINIUM

RECREATION AREA DEED

RECREATION AREA DEED

DEED made this _____day of _____, 198_, by and between THE HOLLINGSWORTH PARTNERSHIP, a Florida partnership, as Grantor, and ISLAND DUNES OWNERS' ASSOCIATION, INC., a Florida corporation, as Grantee, whose mailing address is _____
_____.

W I T N E S S E T H

THAT the Grantor, for and in consideration of the sum of TEN ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described real property, located and situated in the County of St. Lucie, State of Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof.

This conveyance is subject to the following:

(1) Taxes and assessments for the year 198_ and subsequent years.

(2) Conditions, restrictions, limitations, reservations, agreements and easements of record;

(3) Zoning and other applicable governmental ordinances, regulations and statutes;

(4) The use of the subject real property and the improvements constructed thereon shall be restricted to use by the owners of condominium units in the ISLAND DUNES CONDOMINIUM development, the occupants of such condominium units and the guests, licensees, invitees and employees of such unit owners, as well as the Grantor and those holding by or through Grantor, pursuant to the rights granted and/or reserved to the Grantor and/or others as is set forth and/or appearing in the Declaration of Condominium for ISLAND DUNES CONDOMINIUM A and the Exhibits attached thereto and made a part thereof, as recorded in Official Records Book_____at Page_____, of the Public Records of St. Lucie County, Florida, and any admendments thereto recorded in the Public Records of St. Lucie County, Florida, as well as those to be set forth in future Declarations of Condominium for condominium buildings in the ISLAND DUNES CONDOMINIUM development.

(5) Upon delivery and recordation of this Deed in the Public Records of St. Lucie County, Florida, the Grantee shall have accepted the obligation to administer and maintain

the subject real property as well as the improvements constructed thereon, including, but not limited to, the cost of taxes, insurance, utilities and other Recreation Area expenses.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the Grantee and the Grantor warrants title to all the premises hereby conveyed and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, Sealed and delivered in the presence of:

_____

_____

THE HOLLINGSWORTH PARTNERSHIP, a Florida partnership
HOLLINGSWORTH PROPERTIES, INC., a Florida corporation, MANAGING GENERAL PARTNER

By: _____
E. Lynn Hollingsworth, President

ATTEST:

By: _____
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF MARTIN)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared E. LYNN HOLLINGSWORTH and _____, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, HOLLINGSWORTH PROPERTIES, INC., a Florida Corporation, Managing General Partner of THE HOLLINGSWORTH PARTNERSHIP, a Florida partnership, and they acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this _____day of_____, 198_.

(NOTARY SEAL)

_____
NOTARY PUBLIC STATE OF FLORIDA AT LARGE

My Commission Expires:

OR BOOK 400 PAGE 2102

ACKNOWLEDGMENT AND ACCEPTANCE BY GRANTEE

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, ISLAND DUNES OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, does hereby agree to accept all the benefits, as well as all the duties, responsibilities, obligations and burdens imposed by the delivery and recordation of this Deed in the Public Records of St. Lucie County, Florida.

IN WITNESS WHEREOF ISLAND DUNES OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, has this _____day of_____, 198_, caused these presents to be signed in its name by its President, attested by its Secretary, and its corporate seal affixed.

ATTEST:

ISLAND DUNES OWNERS' ASSOCIATION, INC., a Florida corporation not for profit

_____ _____
Secretary

By:_____
President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF MARTIN)

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared
and
to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of ISLAND DUNES OWNERS'ASSOCIATION, INC., a Florida corporation not for profit, and they acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this _____day of_____, 198__.

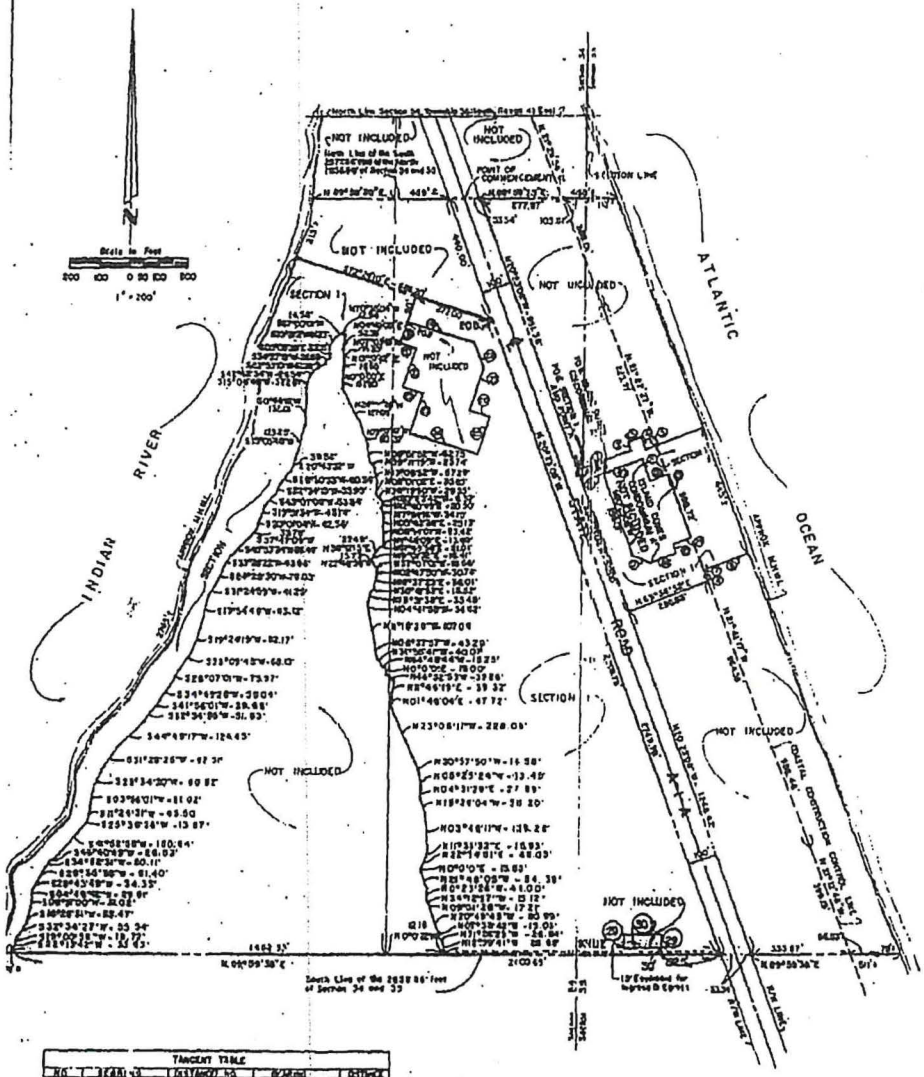
(NOTARY SEAL)

_____
NOTARY PUBLIC STATE OF FLORIDA AT LARGE

My Commission Expires:

BOOK 400 PAGE 2103

"ISLAND DUNES CONDOMINIUM DEVELOPMENT"



TANGENT TABLE

NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
1	S69°35'52"W	192.33'	19	N72°24'10"W	238.66'
2	S20°23'08"E	2194'	19	S17°35'50"W	75.00'
3	S69°35'52"W	48.80'	20	S72°24'10"E	94.00'
4	N20°23'08"W	48.94'	21	S17°35'50"W	138.00'
5	S69°13'52"W	170.38'	22	S72°24'10"E	70.00'
6	S0°.0'32"E	168.99'	23	S17°35'50"W	111.00'
7	S61°57'27"W	27.93'	24	S72°24'10"E	214.00'
8	N21°46'17"W	22.09'	25	N17°35'50"E	134.00'
9	N69°36'52"E	74.38'	26	N72°24'10"W	73.00'
10	N69°36'52"E	142.00'	27	N17°35'50"E	146.00'
11	S20°23'08"E	42.33'	28	N20°24'04"W	95.41'
12	N69°36'52"E	66.17'	29	N0°0'0"E	41.00'
13	S20°23'08"E	229.00'	30	N89°59'38"E	123.00'
14	S69°36'52"W	66.17'			
15	S20°23'08"E	30.97'			
16	S69°36'52"W	90.07'			
17	N69°23'08"W	60.71'			

EXHIBIT "A"
SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

SURVEY OF LANDS

SCALE AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS BELLE GLADE WEST PALM BEACH	DATE MAY, 1981
DRAWN BY		JOB NO. 81-2-4041
APPROVED BY		SHEET 1 of 4
CHECKED BY		

OR BOOK 400 PAGE 2104

LEGAL DESCRIPTION

SECTION 1, ISLAND DUNES CONDOMINIUM DEVELOPMENT

Being a portion of the South 2577.66 feet of the North 2858.86 feet of Sections 34 and 35, Township 36 South, Range 41 East, Hutchinson Island, St. Lucie County, Florida, lying West of State Road A-1-A, and being more particularly described as follows:

Commence at the point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35 and the centerline of State Road A-1-A; thence S 89° 59' 38" W a distance of 53.34 feet, to the Westerly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said Westerly right of way line, a distance of 440.00 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue S 20° 23' 08" E, along said Westerly right of way line, a distance of 2309.78 feet to the South line of the North 2858.86 feet of said Sections 34 and 35; thence S 89° 59' 38" W, along the said South line of the North 2858.86 feet a distance of 938.12 feet; thence N 00° 00' 22" W a distance of 12.18 feet; thence N 12° 59' 41" W a distance of 26.68 feet; thence N 31° 26' 23" W a distance of 26.84 feet; thence N 07° 38' 42" W a distance of 15.03 feet; thence N 20° 49' 45" W a distance of 80.99 feet; thence N 09° 01' 28" W a distance of 17.21 feet; thence N 34° 12' 57" W a distance of 15.12 feet; thence N 00° 23' 26" W a distance of 44.00 feet; thence N 21° 48' 05" W a distance of 54.39 feet; thence North a distance of 15.80 feet; thence N 22° 34' 51" E a distance of 45.05 feet; thence N 11° 35' 32" E a distance of 15.93 feet; thence N 03° 46' 11" W a distance of 129.28 feet; thence N 19° 26' 04" W a distance of 56.20 feet; thence N 04° 31' 29" E a distance of 27.89 feet; thence N 05° 25' 24" W a distance of 63.48 feet; thence N 30° 57' 50" W a distance of 14.58 feet; thence N 23° 06' 11" W a distance of 228.09 feet; thence N 01° 48' 04" E a distance of 47.72 feet; thence N 11° 44' 19" E a distance of 39.32 feet; thence N 46° 32' 53" W a distance of 39.26 feet; thence North a distance of 19.00 feet; thence N 64° 46' 44" W a distance of 15.25 feet; thence N 31° 56' 41" W a distance of 40.07 feet; thence N 06° 37' 57" W a distance of 43.29 feet; thence N 11° 18' 36" W a distance of 107.08 feet; thence N 04° 41' 55" W a distance of 36.62 feet; thence N 13° 31' 38" E a distance of 35.48 feet; thence N 35° 41' 53" E a distance of 16.62 feet; thence N 16° 37' 23" E a distance of 36.01 feet; thence N 02° 47' 50" W a distance of 30.74 feet; thence N 37° 07' 01" W a distance of 18.56 feet; thence N 22° 48' 58" W a distance of 15.73 feet; thence N 19° 01' 32" E a distance of 18.41 feet; thence N 38° 12' 15" E a distance of 27.49 feet; thence N 51° 45' 58" E a distance of 21.01 feet; thence N 11° 48' 09" E a distance of 13.69 feet; thence N 06° 14' 01" W a distance of 53.42 feet; thence N 05° 42' 38" E a distance of 25.13 feet; thence N 17° 54' 16" W a distance of 34.15 feet; thence N 12° 40' 49" E a distance of 20.50 feet; thence N 20° 23' 42" W a distance of 8.32 feet; thence N 39° 19' 50" W a distance of 29.35 feet; thence N 08° 01' 02" E a distance of 95.85 feet; thence N 13° 06' 52" W a distance of 57.29 feet; thence N 39° 11' 15" W a distance of 23.74 feet; thence N 06° 51' 52" W a distance of 62.75 feet; thence N 19° 37' 47" W a distance of 80.37 feet; thence N 26° 54' 28" W a distance of 127.06 feet; thence North a distance of 67.90 feet; thence N 13° 57' 42" E a distance of 18.65 feet; thence N 07° 03' 49" W a distance of 46.35 feet; thence N 04° 49' 05" E a distance of 52.39 feet; thence N 70° 35' 04" W a distance of 12.94 feet; thence S 67° 50' 01" W a distance of 14.58 feet; thence S 35° 31' 21" W a distance of 44.23 feet; thence S 03° 05' 39" E a distance of 37.05 feet; thence S 34° 27' 51" W a distance of 26.68 feet; thence S 52° 53' 10" W a distance of 42.26 feet; thence S 42° 42' 34" W a distance of 26.54 feet; thence S 15° 04' 48" W a distance of 37.28 feet; thence S 00° 44' 16" W a distance of 132.01 feet; thence S 15° 05' 46" W a distance of 123.25 feet; thence S 20° 43' 32" W a distance of 39.56 feet; thence S 36° 30' 33" W a distance of 60.34 feet; thence S 22° 34' 15" W a distance of 35.95 feet; thence S 43° 07' 06" W a

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Exhibit A

DESIGN	SCALE	HUTCHEON ENGINEERS	JUNE, 1981	SHEET
DRAWN	NOTEBOOK NO. PG.	INCORPORATED	DATE	2 OF 4
CK		CIVIL ENGINEERS & SURVEYORS	FILE & DRW. No.	
		STUART WEST PALM BEACH BELLE GLADE	81-1-4041	

thence N 69° 36' 52" E a distance of 74.33 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue N 69° 36' 52" E a distance of 142.00 feet; thence S 20° 23' 08" E a distance of 82.33 feet; thence N 69° 36' 52" E a distance of 66.17 feet; thence S 20° 23' 08" E a distance of 229.00 feet; thence S 69° 36' 52" W a distance of 66.17 feet; thence S 20° 23' 08" E a distance of 30.67 feet; thence S 69° 36' 52" W a distance of 99.07 feet; thence N 65° 23' 08" W a distance of 60.71 feet; thence N 20° 23' 08" W a distance of 299.07 feet to the POINT OF BEGINNING.

ALSO LESS the following described parcel:

Commence at the aforedescribed point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35, and the centerline of State Road A-1-A; thence S 89° 59' 38" W a distance of 53.34 feet to the Westerly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said Westerly right of way line, a distance of 440.00 feet; thence N 72° 24' 10" W a distance of 272.00 feet; thence S 17° 35' 50" W a distance of 90.00 feet, to the POINT OF BEGINNING of the following described parcel:

Thence continue S 17° 35' 50" W a distance of 76.00 feet; thence S 72° 24' 10" E a distance of 56.00 feet; thence S 17° 35' 50" W a distance of 139.00 feet; thence S 72° 24' 10" E a distance of 70.00 feet; thence S 17° 35' 50" W a distance of 141.00 feet; thence S 72° 24' 10" E a distance of 246.00 feet; thence S 17° 35' 50" E a distance of 134.00 feet; thence N 72° 24' 10" W a distance of 73.00 feet; thence N 17° 35' 50" E a distance of 146.00 feet; thence N 20° 23' 08" W a distance of 96.42 feet; thence N 72° 24' 10" W a distance of 239.66 feet to the POINT OF BEGINNING.

ALSO LESS the following described parcel:

Commence at the aforedescribed point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35, and the centerline of State Road A-1-A; thence S 89° 59' 38" W a distance of 53.34 feet, to the Westerly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said right of way line a distance of 2749.78 feet to the South line of the North 2858.86 feet of said Sections 34 and 35; thence S 89° 59' 38" W, along lastly said line a distance of 192.50 feet; thence N 00° 00' 22" W a distance of 30.00 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue N 00° 00' 22" W a distance of 45.00 feet; thence S 89° 59' 38" W a distance of 120.00 feet; thence S 00° 00' 22" E a distance of 45.00 feet; thence N 89° 59' 38" E a distance of 120.00 feet to the POINT OF BEGINNING.

Subject to an easement for ingress and egress 15.00 feet in width being more particularly described as follows:

Commence at the aforedescribed point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35, and the centerline of State Road A-1-A; thence S 89° 59' 38" W a distance of 53.34 feet, to the Westerly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said right of way line a distance of 2733.78 feet to the POINT OF BEGINNING of the following described easement:

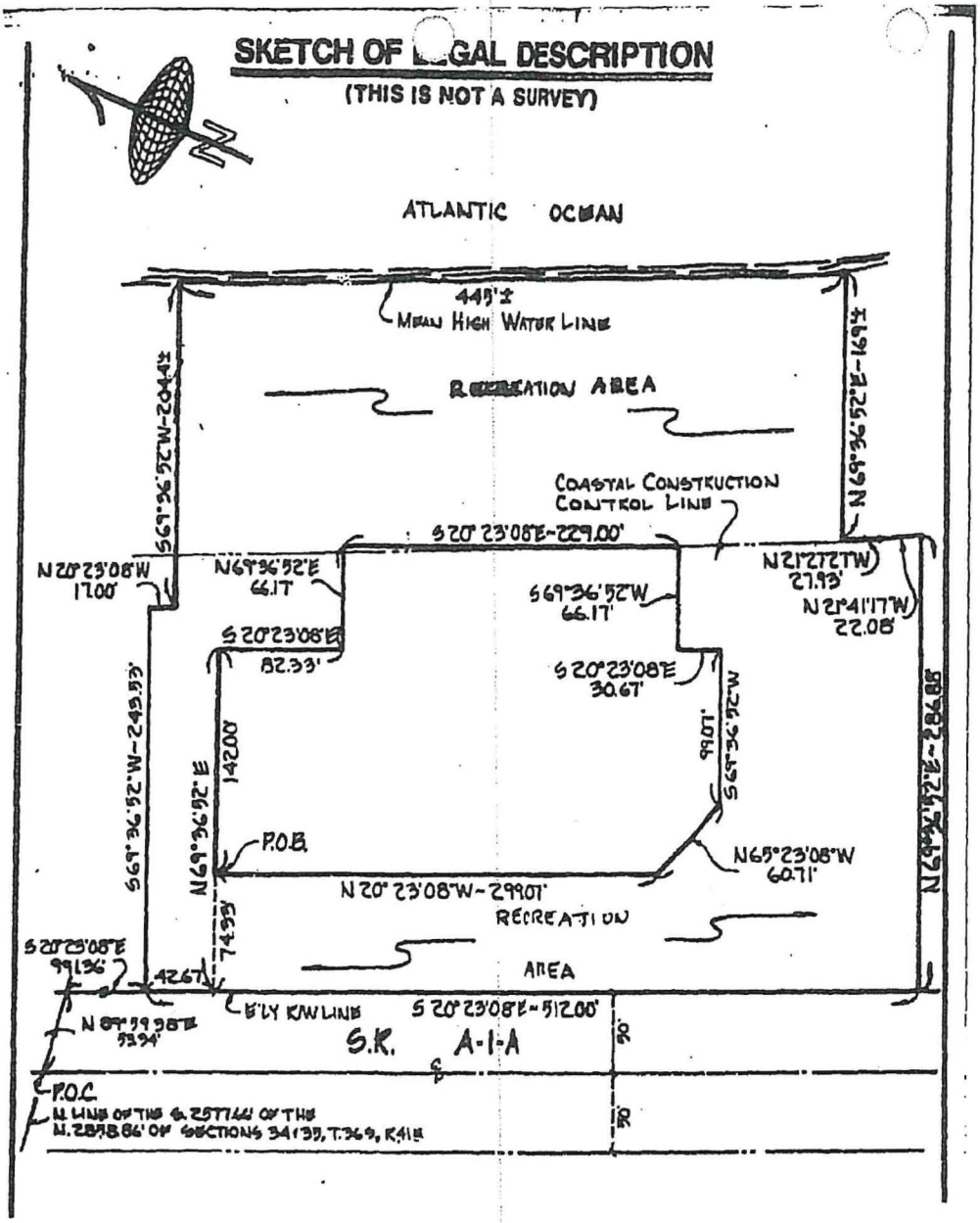
Thence continue S 20° 23' 08" E, along said Westerly right of way line, a distance of 16.00 feet to the South line of the North 2858.86 feet of said Sections 34 and 35; thence S 89° 59' 38" W, along lastly said line a distance of 938.12 feet; thence N 00° 00' 22" W a distance of 12.18 feet; thence N 12° 59' 41" W a distance of 2.90 feet; thence N 89° 59' 38" E, parallel with the said South line of the North 2858.86 feet, a distance of 933.20 feet to the POINT OF BEGINNING.

Containing 46.0436 acres more or less.

Exhibit A

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	SCALE	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS STUART WEST PALM BEACH	JUNE, 1981	SHEET 4 OF 4
	NOTEBOOK NO. PG.		FILE & DRW. No. 81-1-4041	



EXISTING OWNERS' ASSOCIATION PROPERTY

Exhibit P-2

O.R. BOOK 572 PAGE 2957

Existing Owners' Association Property

A portion of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35 lying East of said State Road A-1-A, being more particularly described as follows:

Commence at the point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of aforesaid Sections 34 and 35 and the centerline of said State Road A-1-A; thence N 89° 59' 38" E a distance of 53.34 feet, to the Easterly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said Easterly right of way line a distance of 991.36 feet to a point hereinafter referred to as Point "A" and the POINT OF BEGINNING of the following described parcel:

Thence continue S 20° 23' 08" E, along said Easterly right of way line, a distance of 512.00 feet; thence N 69° 36' 52" E a distance of 286.88 feet to the coastal construction control line; thence along the coastal construction control line by the following courses and distances:

Thence N 21° 41' 17" W a distance of 22.08 feet;
thence N 21° 27' 27" W a distance of 27.93 feet; thence, departing said coastal construction control line, N 69° 36' 52" E a distance of 169 feet more or less to the Mean High Water line of the Atlantic Ocean; thence meander said Mean High Water line Northwesterly a distance of 445 feet more or less; thence S 69° 36' 52" W a distance of 204.4 feet more or less; thence N 20° 23' 08" W, parallel with the said Easterly right of way of said State Road A-1-A, a distance of 46.94 feet; thence S 69° 36' 52" W a distance of 46.20 feet; thence S 20° 23' 08" E, parallel with the said Easterly right of way line of said State Road A-1-A, a distance of 29.94 feet; thence S 69° 36' 52" W a distance of 197.33 feet to the POINT OF BEGINNING.

LESS the following described parcel:

Commence at the aforedescribed Point "A"; thence S 20° 23' 08" E along said Easterly right of way line of State Road A-1-A a distance of 42.67 feet;

thence N 69° 36' 52" E a distance of 74.33 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue N 69° 36' 52" E a distance of 142.00 feet; thence S 20° 23' 08" E a distance of 82.33 feet; thence N 69° 36' 52" E a distance of 65.17 feet; thence S 20° 23' 08" E a distance of 229.00 feet; thence S 69° 36' 52" W a distance of 66.17 feet; thence S 20° 23' 08" E a distance of 30.67 feet; thence S 69° 36' 52" W a distance of 99.07 feet; thence N 65° 23' 08" W a distance of 60.71 feet; thence N 20° 23' 08" W a distance of 299.07 feet to the POINT OF BEGINNING.

ALSO LESS the following described parcel:

Commence at the aforedescribed point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35, and the centerline of State Road A-1-A; thence S 89° 59' 38" W a distance of 53.34 feet to the Westerly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said Westerly right of way line, a distance of 440.00 feet; thence N 72° 24' 10" W a distance of 272.00 feet; thence S 17° 35' 50" W a distance of 90.00 feet, to the POINT OF BEGINNING of the following described parcel:

Thence continue S 17° 35' 50" W a distance of 76.00 feet; thence S 72° 24' 10" E a distance of 56.00 feet; thence S 17° 35' 50" W a distance of 139.00 feet; thence S 72° 24' 10" E a distance of 70.00 feet; thence S 17° 35' 50" W a distance of 141.00 feet; thence S 72° 24' 10" E a distance of 246.00 feet; thence S 17° 35' 50" E a distance of 134.00 feet; thence N 72° 24' 10" W a distance of 73.00 feet; thence N 17° 35' 50" E a distance of 146.00 feet; thence N 20° 23' 08" W a distance of 96.42 feet; thence N 72° 24' 10" W a distance of 239.66 feet to the POINT OF BEGINNING.

ALSO LESS the following described parcel:

Commence at the aforedescribed point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35, and the centerline of State Road A-1-A; thence S 89° 59' 38" W a distance of 53.34 feet, to the Westerly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said right of way line a distance of 2749.78 feet to the South line of the North 2858.86 feet of said Sections 34 and 35; thence S 89° 59' 38" W, along lastly said line a distance of 192.50 feet; thence N 00° 00' 22" W a distance of 30.00 feet to the POINT OF BEGINNING of the following described parcel:

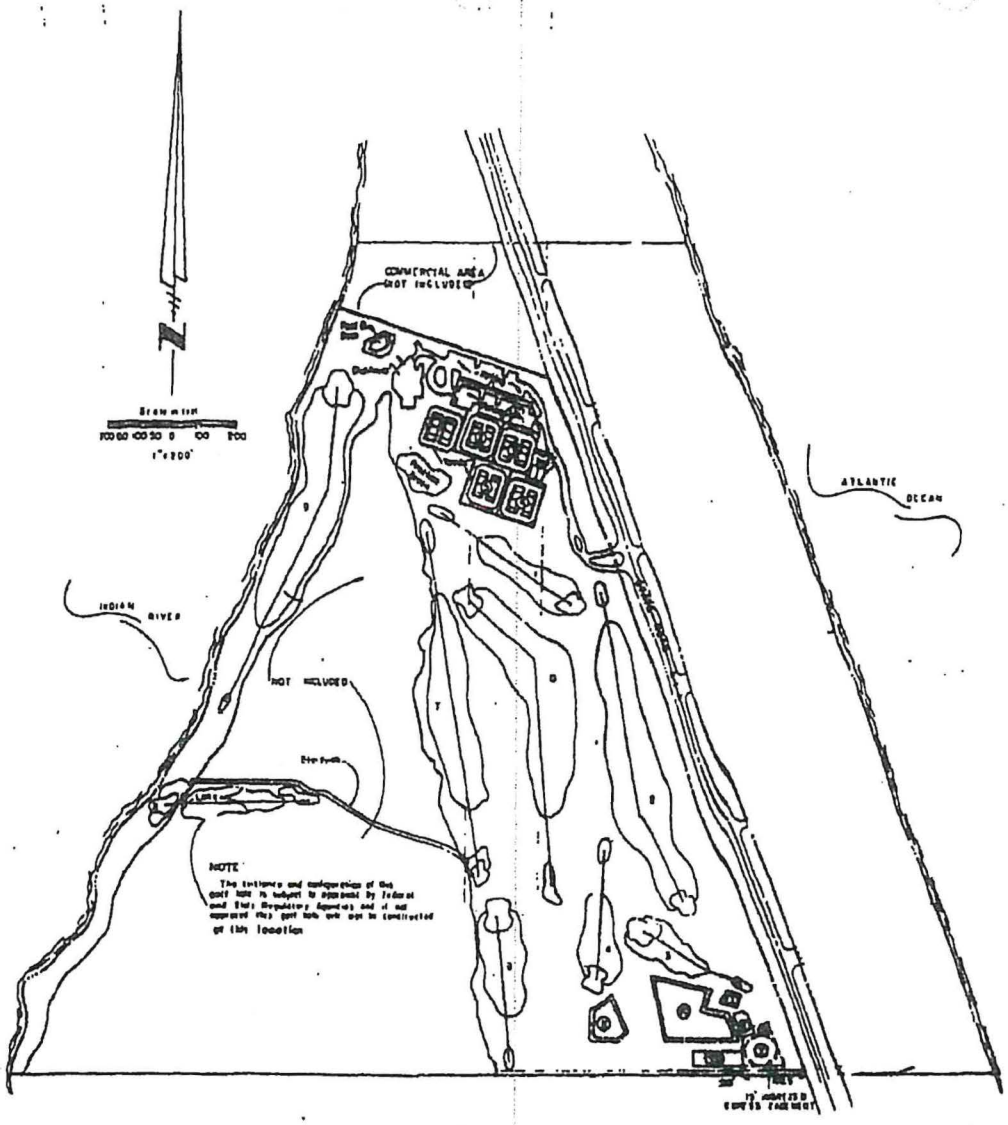
Thence continue N 00° 00' 22" W a distance of 45.00 feet; thence S 89° 59' 38" W a distance of 120.00 feet; thence S 00° 00' 22" E a distance of 45.00 feet; thence N 89° 59' 38" E a distance of 120.00 feet to the POINT OF BEGINNING.

Subject to an easement for ingress and egress 15.00 feet in width being more particularly described as follows:

Commence at the aforedescribed point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35, and the centerline of State Road A-1-A; thence S 89° 59' 38" W a distance of 53.34 feet, to the Westerly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said right of way line a distance of 2733.78 feet to the POINT OF BEGINNING of the following described easement:

Thence continue S 20° 23' 08" E, along said Westerly right of way line, a distance of 16.00 feet to the South line of the North 2858.86 feet of said Sections 34 and 35; thence S 89° 59' 38" W, along lastly said line a distance of 938.17 feet; thence N 00° 00' 22" W a distance of 12.18 feet; thence N 12° 59' 41" W a distance of 2.90 feet; thence N 89° 59' 38" E, parallel with the said South line of the North 2858.86 feet, a distance of 933.20 feet to the POINT OF BEGINNING.

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SITE PLAN

LEGEND

- Domain Sludge Drying Beds
- Domain Proposed Improvements in Section 2
- Domain Proposed Improvements in Section 3
- Domain Proposed Improvements in Section 4
- Domain Proposed Improvements in Section 5
- Domain Sewage Treatment Plant
- Domain Ground Water Storage Tank
- Domain Proposed Reverse Osmosis Plant Site (If Necessary)
- Domain Golf Course Maintenance Building Site Part of Section 2
- Domain Treated Sewage Storage Pond
- Domain Clearwell Pond

NOTE:
The location of the improvements as shown hereon is subject to approval of Regulatory Agencies

SITE PLAN

HUTCHEON ENGINEERS
INCORPORATED
CIVIL ENGINEERS & SURVEYORS

ISLAND DUNES RECREATION AREA
SECTION ONE SITE PLAN

Exhibit H-1, Page 1 of 7

Club Property

Being a portion of the South 2577.66 feet of the North 2858.86 feet of Sections 34 and 35, Township 36 South, Range 41 East, Hutchinson Island, St. Lucie County, Florida, lying West of State Road A-1-A, and being more particularly described as follows:

Commence at the point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35 and the centerline of State Road A-1-A; thence S 89° 59' 38" W a distance of 53.34 feet, to the Westerly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said Westerly right of way line, a distance of 440.00 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue S 20° 23' 08" E, along said Westerly right of way line, a distance of 2309.78 feet to the South line of the North 2858.86 feet of said Sections 34 and 35; thence S 89° 59' 38" W, along the said South line of the North 2858.86 feet a distance of 938.12 feet; thence N 00° 00' 22" W a distance of 12.18 feet; thence N 12° 59' 41" W a distance of 26.68 feet; thence N 31° 26' 23" W a distance of 26.84 feet; thence N 07° 38' 42" W a distance of 15.03 feet; thence N 20° 49' 45" W a distance of 80.99 feet; thence N 09° 01' 28" W a distance of 17.21 feet; thence N 34° 12' 57" W a distance of 15.12 feet; thence N 00° 23' 26" W a distance of 44.00 feet; thence N 21° 48' 05" W a distance of 54.39 feet; thence North a distance of 15.80 feet; thence N 22° 34' 51" E a distance of 45.05 feet; thence N 11° 35' 32" E a distance of 15.93 feet; thence N 03° 46' 11" W a distance of 129.28 feet; thence N 19° 26' 04" W a distance of 56.20 feet; thence N 04° 31' 29" E a distance of 27.89 feet; thence N 05° 25' 24" W a distance of 63.48 feet; thence N 30° 57' 50" W a distance of 14.58 feet; thence N 23° 06' 11" W a distance of 228.09 feet; thence N 01° 48' 04" E a distance of 47.72 feet; thence N 11° 44' 19" E a distance of 39.32 feet; thence N 46° 32' 53" W a distance of 39.26 feet; thence North a distance of 19.00 feet; thence N 64° 46' 44" W a distance of 15.25 feet; thence N 31° 56' 41" W a distance of 40.07 feet; thence N 06° 37' 57" W a distance of 43.29 feet; thence N 11° 18' 36" W a distance of 107.08 feet; thence N 04° 41' 55" W a distance of 36.62 feet; thence N 13° 31' 38" E a distance of 35.48 feet; thence N 35° 41' 53" E a distance of 16.62 feet; thence N 16° 37' 23" E a distance of 36.01 feet; thence N 02° 47' 50" W a distance of 30.74 feet; thence N 37° 07' 01" W a distance of 18.56 feet; thence N 22° 48' 58" W a distance of 15.73 feet; thence N 19° 01' 32" E a distance of 18.41 feet; thence N 38° 12' 15" E a distance of 27.49 feet; thence N 51° 45' 58" E a distance of 21.01 feet; thence N 11° 48' 09" E a distance of 13.69 feet; thence N 06° 14' 01" W a distance of 53.42 feet; thence N 05° 42' 38" E a distance of 25.13 feet; thence N 17° 54' 16" W a distance of 34.15 feet; thence N 12° 40' 49" E a distance of 20.50 feet; thence N 20° 23' 42" W a distance of 8.32 feet; thence N 39° 19' 50" W a distance of 29.35 feet; thence N 08° 01' 02" E a distance of 35.85 feet; thence N 13° 06' 52" W a distance of 57.29 feet; thence N 39° 11' 15" W a distance of 23.74 feet; thence N 06° 51' 52" W a distance of 62.75 feet; thence N 19° 37' 47" W a distance of 80.37 feet; thence N 26° 54' 28" W a distance of 127.06 feet; thence North a distance of 67.90 feet; thence N 13° 57' 42" E a distance of 18.65 feet; thence N 07° 03' 49" W a distance of 46.35 feet; thence N 04° 49' 05" E a distance of 52.39 feet; thence N 70° 35' 04" W a distance of 12.94 feet; thence S 67° 50' 01" W a distance of 14.58 feet; thence S 35° 31' 21" W a distance of 44.23 feet; thence S 03° 05' 39" E a distance of 37.05 feet; thence S 34° 27' 51" W a distance of 26.68 feet; thence S 52° 53' 10" W a distance of 42.26 feet; thence S 42° 42' 34" W a distance of 26.54 feet; thence S 15° 04' 48" W a distance of 37.28 feet; thence S 00° 44' 16" W a distance of 132.01 feet; thence S 15° 05' 46" W a distance of 123.25 feet; thence S 20° 43' 32" W a distance of 39.56 feet; thence S 36° 30' 33" W a distance of 60.34 feet; thence S 22° 34' 15" W a distance of 35.95 feet; thence S 43° 07' 06" W a

O.R. BOOK 572 PAGE 2961

Being a portion of the South 2577.66 feet of the North 2858.86 feet of Sections 34 and 35, Township 36 South, Range 41 East, Hutchinson Island, St. Lucie County, Florida, lying West of State Road A-1-A, and being more particularly described as follows:

Commence at the point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35 and the centerline of State Road A-1-A; thence S 89° 59' 38" W a distance of 53.34 feet, to the Westerly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said Westerly right of way line, a distance of 440.00 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue S 20° 23' 08" E, along said Westerly right of way line, a distance of 2309.78 feet to the South line of the North 2858.86 feet of said Sections 34 and 35; thence S 89° 59' 38" W, along the said South line of the North 2858.86 feet a distance of 938.12 feet; thence N 00° 00' 22" W a distance of 12.18 feet; thence N 12° 59' 41" W a distance of 26.68 feet; thence N 31° 26' 23" W a distance of 26.84 feet; thence N 07° 38' 42" W a distance of 15.03 feet; thence N 20° 49' 45" W a distance of 80.99 feet; thence N 09° 01' 28" W a distance of 17.21 feet; thence N 34° 12' 57" W a distance of 15.12 feet; thence N 00° 23' 26" W a distance of 44.00 feet; thence N 21° 48' 05" W a distance of 54.39 feet; thence North a distance of 15.80 feet; thence N 22° 34' 51" E a distance of 45.05 feet; thence N 11° 35' 32" E a distance of 15.93 feet; thence N 03° 46' 11" W a distance of 129.28 feet; thence N 19° 26' 04" W a distance of 56.20 feet; thence N 04° 31' 29" E a distance of 27.89 feet; thence N 05° 25' 24" W a distance of 63.48 feet; thence N 30° 57' 50" W a distance of 14.58 feet; thence N 23° 06' 11" W a distance of 228.09 feet; thence N 01° 48' 04" E a distance of 47.72 feet; thence N 11° 44' 19" E a distance of 39.32 feet; thence N 46° 32' 53" W a distance of 39.26 feet; thence North a distance of 19.00 feet; thence N 64° 46' 44" W a distance of 15.25 feet; thence N 31° 56' 41" W a distance of 40.07 feet; thence N 06° 37' 57" W a distance of 43.29 feet; thence N 11° 18' 36" W a distance of 107.08 feet; thence N 04° 41' 55" W a distance of 36.62 feet; thence N 13° 31' 38" E a distance of 35.48 feet; thence N 35° 41' 53" E a distance of 16.62 feet; thence N 16° 37' 23" E a distance of 36.01 feet; thence N 02° 47' 50" W a distance of 30.74 feet; thence N 37° 07' 01" W a distance of 18.56 feet; thence N 22° 48' 58" W a distance of 15.73 feet; thence N 19° 01' 32" E a distance of 18.41 feet; thence N 38° 12' 15" E a distance of 27.49 feet; thence N 51° 45' 58" E a distance of 21.01 feet; thence N 11° 48' 09" E a distance of 13.69 feet; thence N 06° 14' 01" W a distance of 53.42 feet; thence N 05° 42' 38" E a distance of 25.13 feet; thence N 17° 54' 16" W a distance of 34.15 feet; thence N 12° 40' 49" E a distance of 20.50 feet; thence N 20° 23' 42" W a distance of 8.32 feet; thence N 39° 19' 50" W a distance of 29.35 feet; thence N 08° 01' 02" E a distance of 35.85 feet; thence N 13° 06' 52" W a distance of 57.29 feet; thence N 39° 11' 15" W a distance of 23.74 feet; thence N 06° 51' 52" W a distance of 62.75 feet; thence N 19° 37' 47" W a distance of 80.37 feet; thence N 26° 54' 28" W a distance of 127.06 feet; thence North a distance of 67.90 feet; thence N 13° 57' 42" E a distance of 18.65 feet; thence N 07° 03' 49" W a distance of 46.35 feet; thence N 04° 49' 05" E a distance of 52.39 feet; thence N 70° 35' 04" W a distance of 12.94 feet; thence S 67° 50' 01" W a distance of 14.58 feet; thence S 35° 31' 21" W a distance of 44.23 feet; thence S 03° 05' 39" E a distance of 37.05 feet; thence S 34° 27' 51" W a distance of 26.68 feet; thence S 52° 53' 10" W a distance of 42.26 feet; thence S 42° 42' 34" W a distance of 26.54 feet; thence S 15° 04' 48" W a distance of 37.28 feet; thence S 00° 44' 16" W a distance of 132.01 feet; thence S 15° 05' 46" W a distance of 123.25 feet; thence S 20° 43' 32" W a distance of 39.56 feet; thence S 36° 30' 33" W a distance of 60.34 feet; thence S 22° 34' 15" W a distance of 35.95 feet; thence S 43° 07' 06" W a

distance of 53.84 feet; thence S 15° 51' 34" W a distance of 45.74 feet; thence S 20° 01' 04" W a distance of 42.36 feet; thence S 37° 47' 09" W a distance of 33.78 feet; thence S 45° 53' 24" W a distance of 86.49 feet; thence S 33° 28' 22" W a distance of 43.88 feet; thence S 24° 28' 30" W a distance of 76.03 feet; thence S 31° 24' 59" W a distance of 41.25 feet; thence S 13° 54' 48" W a distance of 113.12 feet; thence S 19° 24' 19" W a distance of 82.17 feet; thence S 36° 09' 48" W a distance of 68.13 feet; thence S 28° 07' 01" W a distance of 75.97 feet; thence S 34° 49' 28" W a distance of 56.04 feet; thence S 41° 56' 01" W a distance of 39.66 feet; thence S 32° 34' 55" W a distance of 51.63 feet; thence S 44° 48' 17" W a distance of 124.45 feet; thence S 31° 28' 25" W a distance of 92.51 feet; thence S 23° 34' 20" W a distance of 80.52 feet; thence S 03° 56' 01" W a distance of 51.02 feet; thence S 11° 24' 31" W a distance of 45.50 feet; thence S 25° 38' 28" W a distance of 13.87 feet; thence S 41° 52' 58" W a distance of 150.84 feet; thence S 46° 40' 49" W a distance of 26.53 feet; thence S 34° 52' 31" W a distance of 20.11 feet; thence S 28° 36' 38" W a distance of 61.40 feet; thence S 28° 43' 49" W a distance of 34.33 feet; thence S 04° 48' 42" W a distance of 29.81 feet; thence S 06° 51' 00" W a distance of 31.02 feet; thence S 16° 26' 31" W a distance of 55.47 feet; thence S 32° 34' 27" W a distance of 55.54 feet; thence S 19° 00' 56" W a distance of 18.72 feet; thence S 22° 13' 42" W a distance of 33.63 feet, to the said South line of the North 2858.86 feet of said Sections 34 and 35; thence S 89° 59' 38" W along said South line a distance of 74 feet, more or less, to the Mean High Water line of the Indian River; thence meander said Mean High Water line Northeasterly a distance of 2745 feet, more or less, to the intersection with a line that bears N 72° 24' 10" W from the POINT OF BEGINNING; thence S 72° 24' 10" E, along lastly said line a distance of 686.20 feet more or less to the POINT OF BEGINNING.

AND

A portion of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35 lying East of said State Road A-1-A, being more particularly described as follows:

Commence at the point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of aforesaid Sections 34 and 35 and the centerline of said State Road A-1-A; thence N 89° 59' 38" E a distance of 53.34 feet, to the Easterly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said Easterly right of way line a distance of 991.36 feet to a point hereinafter referred to as Point "A" and the POINT OF BEGINNING of the following described parcel:

Thence continue S 20° 23' 08" E, along said Easterly right of way line, a distance of 512.00 feet; thence N 69° 36' 52" E a distance of 286.88 feet to the coastal construction control line; thence along the coastal construction control line by the following courses and distances:

Thence N 21° 41' 17" W a distance of 22.08 feet;
thence N 21° 27' 27" W a distance of 27.93 feet; thence, departing said coastal construction control line, N 69° 36' 52" E a distance of 169 feet more or less to the Mean High Water line of the Atlantic Ocean; thence meander said Mean High Water line Northwesterly a distance of 445 feet more or less; thence S 69° 36' 52" W a distance of 204.4 feet more or less; thence N 20° 23' 08" W, parallel with the said Easterly right of way of said State Road A-1-A, a distance of 46.94 feet; thence S 69° 36' 52" W a distance of 46.20 feet; thence S 20° 23' 08" E, parallel with the said Easterly right of way line of said State Road A-1-A, a distance of 29.94 feet; thence S 69° 36' 52" W a distance of 197.33 feet to the POINT OF BEGINNING.

LESS the following described parcel:

Commence at the aforedescribed Point "A"; thence S 20° 23' 08" E along said Easterly right of way line of State Road A-1-A a distance of 42.67 feet;

thence N 69° 36' 52" E a distance of 74.33 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue N 69° 36' 52" E a distance of 142.00 feet; thence S 20° 23' 08" E a distance of 82.33 feet; thence N 69° 36' 52" E a distance of 66.17 feet; thence S 20° 23' 08" E a distance of 229.00 feet; thence S 69° 36' 52" W a distance of 66.17 feet; thence S 20° 23' 08" E a distance of 30.67 feet; thence S 69° 36' 52" W a distance of 99.07 feet; thence N 65° 23' 08" W a distance of 60.71 feet; thence N 20° 23' 08" W a distance of 299.07 feet to the POINT OF BEGINNING.

ALSO LESS the following described parcel:

Commence at the aforedescribed point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35, and the centerline of State Road A-1-A; thence S 89° 59' 38" W a distance of 53.34 feet to the Westerly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said Westerly right of way line, a distance of 440.00 feet; thence N 72° 24' 10" W a distance of 272.00 feet; thence S 17° 35' 50" W a distance of 90.00 feet, to the POINT OF BEGINNING of the following described parcel:

Thence continue S 17° 35' 50" W a distance of 76.00 feet; thence S 72° 24' 10" E a distance of 56.00 feet; thence S 17° 35' 50" W a distance of 139.00 feet; thence S 72° 24' 10" E a distance of 70.00 feet; thence S 17° 35' 50" W a distance of 141.00 feet; thence S 72° 24' 10" E a distance of 246.00 feet; thence S 17° 35' 50" E a distance of 134.00 feet; thence N 72° 24' 10" W a distance of 73.00 feet; thence N 17° 35' 50" E a distance of 146.00 feet; thence N 20° 23' 08" W a distance of 96.42 feet; thence N 72° 24' 10" W a distance of 239.66 feet to the POINT OF BEGINNING.

ALSO LESS the following described parcel:

Commence at the aforedescribed point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35, and the centerline of State Road A-1-A; thence S 89° 59' 38" W a distance of 53.34 feet, to the Westerly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said right of way line a distance of 2749.78 feet to the South line of the North 2858.86 feet of said Sections 34 and 35; thence S 89° 59' 38" W, along lastly said line a distance of 192.50 feet; thence N 00° 00' 22" W a distance of 30.00 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue N 00° 00' 22" W a distance of 45.00 feet; thence S 89° 59' 38" W a distance of 120.00 feet; thence S 00° 00' 22" E a distance of 45.00 feet; thence N 89° 59' 38" E a distance of 120.00 feet to the POINT OF BEGINNING.

Subject to an easement for ingress and egress 15.00 feet in width being more particularly described as follows:

Commence at the aforedescribed point of intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of said Sections 34 and 35, and the centerline of State Road A-1-A; thence S 89° 59' 38" W a distance of 53.34 feet, to the Westerly right of way line of said State Road A-1-A; thence S 20° 23' 08" E, along said right of way line a distance of 2733.78 feet to the POINT OF BEGINNING of the following described easement:

Thence continue S 20° 23' 08" E, along said Westerly right of way line, a distance of 16.00 feet to the South line of the North 2858.86 feet of said Sections 34 and 35; thence S 89° 59' 38" W, along lastly said line a distance of 938.12 feet; thence N 00° 00' 22" W a distance of 12.18 feet; thence N 12° 59' 41" W a distance of 2.90 feet; thence N 89° 59' 38" E, parallel with the said South line of the North 2858.86 feet, a distance of 933.20 feet to the POINT OF BEGINNING.

AND

[illegible]

[illegible] THE SOUTH 2577.66 FEET OF THE NORTH 2858.80 [illegible] 34 [illegible], TOWNSHIP 36 SOUTH, RANGE 41 EAST, [illegible], LYING WEST OF STATE ROAD A-1-A, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 2577.66 FEET OF THE NORTH 2858.80 FEET OF SAID SECTIONS 34 AND 35, AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A; THENCE SOUTH 89° 59' 38" WEST A DISTANCE OF 53.35 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF SAID STATE ROAD A-1-A; THENCE SOUTH 20° 23' 08" EAST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 2749.78 FEET TO THE SOUTH LINE OF THE NORTH 2858.80 FEET OF SAID SECTIONS 34 AND 35; THENCE SOUTH 89° 59' 38" WEST, ALONG LASTLY SAID LINE A DISTANCE OF 192.50 FEET; THENCE NORTH 00° 00' 22" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUE NORTH 00° 00' 22" WEST A DISTANCE OF 45.00 FEET; THENCE SOUTH 89° 59' 38" WEST A DISTANCE OF 120.00 FEET; THENCE SOUTH 00° 00' 22" EAST A DISTANCE OF 45.00 FEET; THENCE NORTH 89° 59' 38" EAST A DISTANCE OF 120.00 FEET TO THE POINT OF BEGINNING.

C

LESS AND EXCEPT THE FOLLOWING:

LEGAL DESCRIPTION

BEING A PORTION OF SOUTH 2577.66 FEET OF THE NORTH 2858.86 FEET OF SECTIONS 34 & 35, TOWNSHIP 36 SOUTH, RANGE 41 EAST, LYING EAST OF STATE ROAD A-1-A, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 2577.66 FEET OF THE NORTH 2858.86 FEET OF AFORESAID SECTIONS 34 AND 35 AND THE CENTERLINE OF SAID STATE ROAD A-1-A; THENCE NORTH 89° 59' 38" EAST A DISTANCE OF 53.34 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD A-1-A; THENCE SOUTH 20° 23' 08" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1034.03 FEET; THENCE NORTH 69° 36' 52" EAST A DISTANCE OF 74.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL:

THENCE CONTINUE NORTH 69° 36' 52" EAST A DISTANCE OF 142.00 FEET; THENCE SOUTH 20° 23' 08" EAST A DISTANCE OF 82.33 FEET; THENCE NORTH 69° 36' 52" EAST A DISTANCE OF 66.17 FEET; THENCE SOUTH 20° 23' 08" EAST A DISTANCE 229.00 FEET; THENCE SOUTH 69° 36' 52" WEST A DISTANCE OF 66.17 FEET; THENCE SOUTH 20° 23' 08" EAST A DISTANCE OF 30.67 FEET; THENCE SOUTH 69° 36' 52" WEST A DISTANCE OF 99.07 FEET; THENCE NORTH 65° 23' 08" WEST A DISTANCE OF 60.71 FEET; THENCE NORTH 20° 23' 08" WEST A DISTANCE OF 229.07 FEET TO THE POINT OF BEGINNING.

EXHIBIT I TO

DECLARATION OF CONDOMINIUM

PARKING PLAN

ISLAND DUNES CONDOMINIUM A

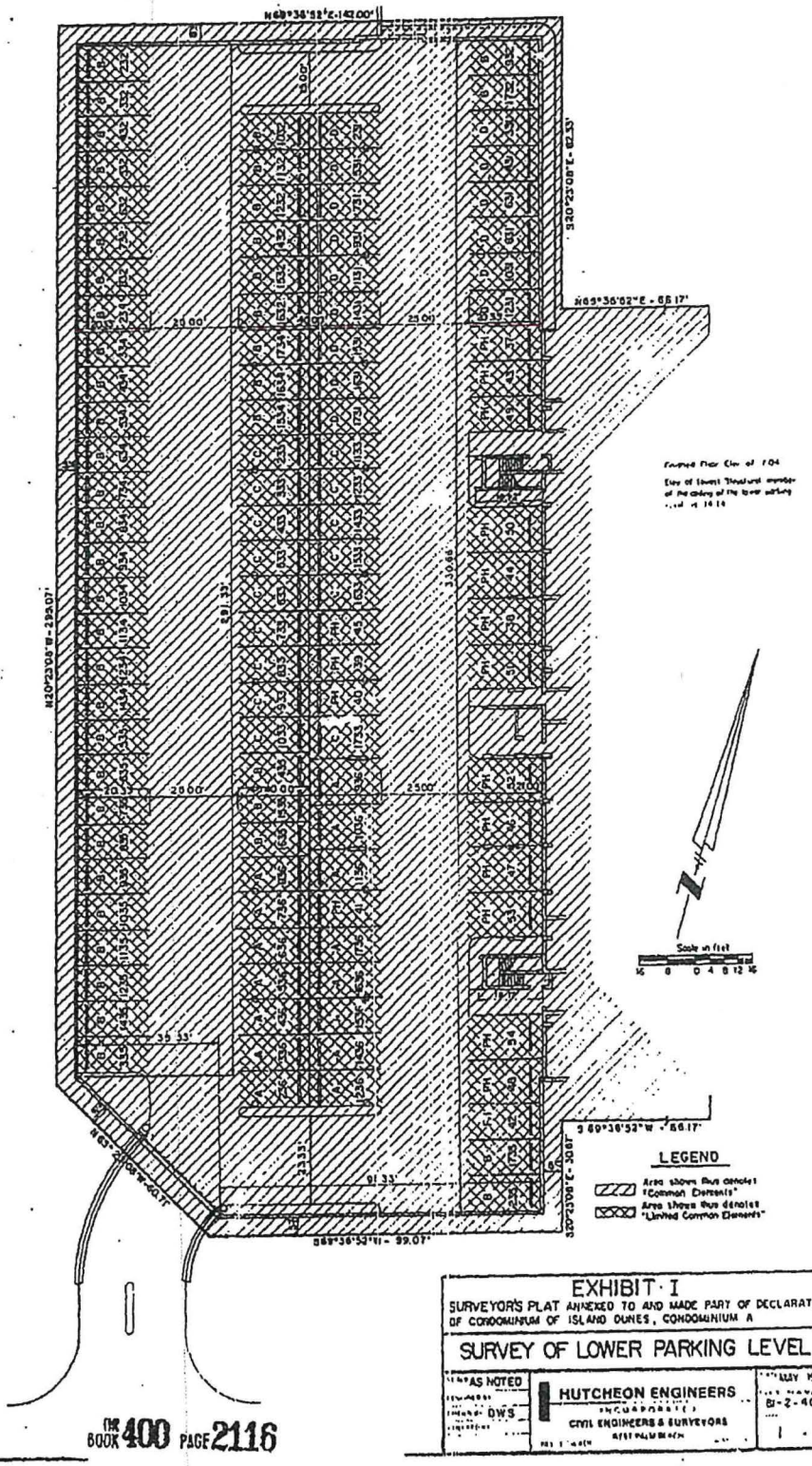


EXHIBIT I

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES, CONDOMINIUM A

SURVEY OF LOWER PARKING LEVEL

AS NOTED	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS FORT PALM BEACH	MAY 1981
DWS		81-2-4041
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OR BOOK 400 PAGE 2116

ISLAND DUNES CONDOMINIUM A

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ST. LUCIE COUNTY, FLA.
ROGER POITRAS

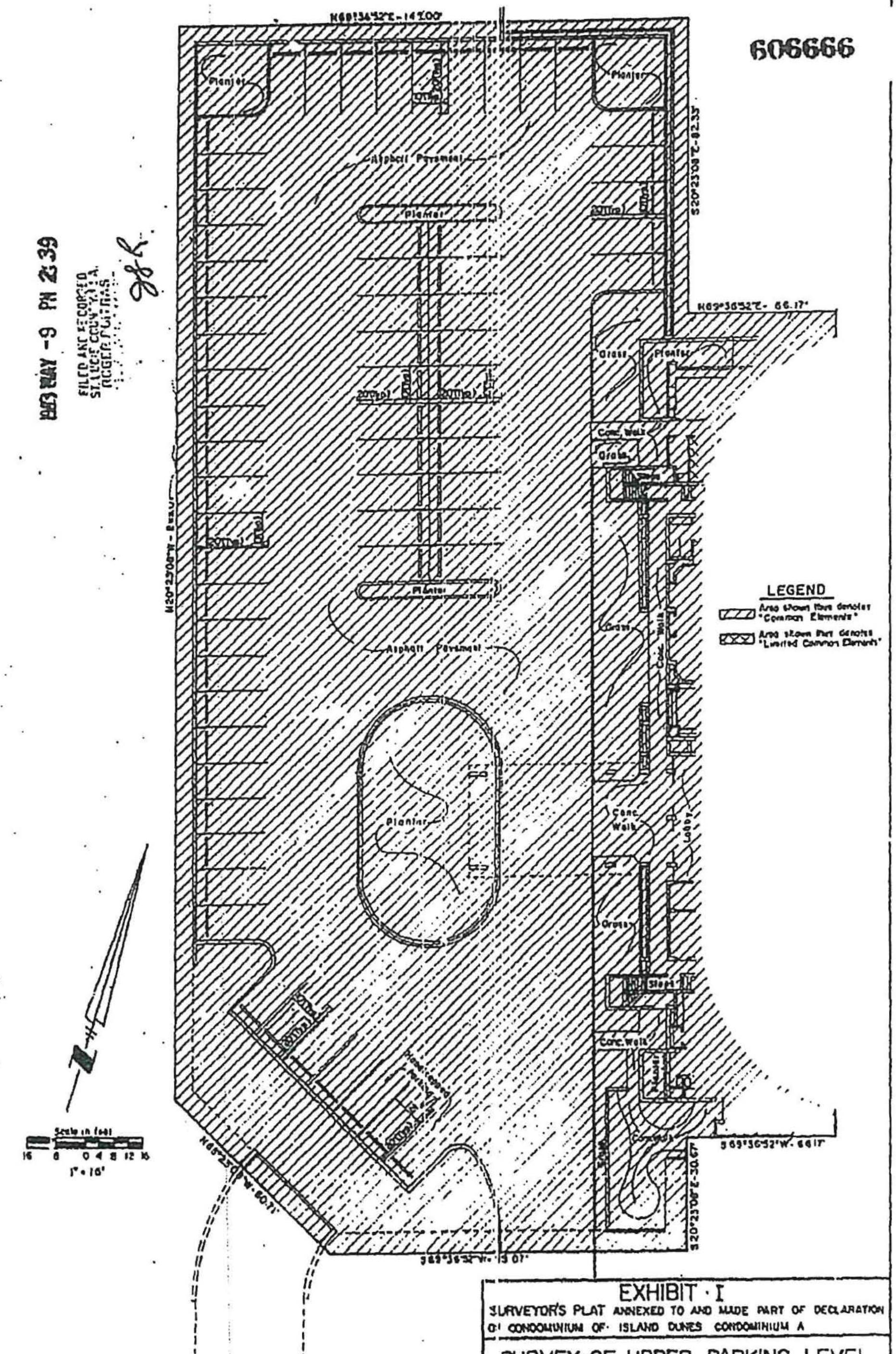


EXHIBIT · I

SURVEYOR'S PLAT ANNEXED TO AND MADE PART OF DECLARATION OF CONDOMINIUM OF ISLAND DUNES CONDOMINIUM A

SURVEY OF UPPER PARKING LEVEL

AS NOTED DWS	HUTCHEON ENGINEERS INCORPORATED CIVIL ENGINEERS & SURVEYORS WEST PALM BEACH	MAY 19[illegible] 81-2-4041 2 · 2

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