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This instrument prepared by:
 Outrigger Harbour Condominium Association
 1405 NE Indian River Drive
 Jensen Beach, FL 34957

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**FIRST AMENDMENT TO THE
 DECLARATION OF
 CONDOMINIUM FOR OUTRIGGER HARBOUR CONDOMINIUM**

THIS FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR OUTRIGGER HARBOUR CONDOMINIUM, is made this 10th day of June, 2010 by OUTRIGGER HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association");

WITNESSETH:

WHEREAS, the Developer caused the Declaration of Condominium of OUTRIGGER HARBOUR CONDOMINIUM, (the "Declaration"), dated December 17, 2007, to be filed for record on January 10, 2008, and recorded in Official Records Book 2302, at Page 2250, of the Public Records of Martin County, Florida; and

WHEREAS, Section 19 of the Declaration provides that the Declaration may be amended by the affirmative vote of at least two-thirds (2/3) of the members of the Association; and

WHEREAS, the undersigned hereby certifies that at least two-thirds (2/3) of the members of the Association have affirmatively voted to amend the Declaration of Condominium as hereinafter provided;

NOW THEREFORE, be it known that Section 16 of the Declaration of Condominium of OUTRIGGER HARBOUR CONDOMINIUM, (the "Declaration"), dated December 17, 2007, filed for record January 10, 2008, and recorded in Official Records Book 2302, at Page 2250, of the Public Records of Martin County, Florida, is hereby deleted in its entirety and is restated to provide as follows:

16. Use Restrictions.

The use of the Condominium Property shall be in accordance with the following

provisions:

16.1 Occupancy.

Each Unit shall be used as a single-family residence only, and no more than 2 persons per bedroom shall be allowed to permanently reside in any one Unit. Subject to the qualifications set forth below in this Section 16.1 no business, profession or trade of any type shall be conducted in any Unit. This prohibition shall not be applicable to the Developer with respect to its development of the Condominium Property, its construction, decoration, repair, administration and sale, resale or lease of Units, or its use of Units as models or guest suites. A Unit may only be occupied by the owner's family, by the owner's guest or the permitted occupants under an approved lease or sublease of the Unit, as the case may be. The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

Notwithstanding the foregoing provision or any other provision in this Declaration of Condominium a Unit Owner shall be permitted to utilize a portion of his or her Unit for home/office use provided that such use complies with all applicable governmental ordinances, laws and codes and such use shall be conducted in a manner which shall not allow any customers or clients to utilize or visit the Unit nor permit any advertising, signage or other materials to be displayed from, on the exterior of, or relative to the Unit.

As used herein, single "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors a person(s) occupying a Unit for more than two (2) weeks without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees.

16.2 Alterations.

No structural additions or alterations (except the erection or removal of non-support carrying interior partitions located wholly within Units) to any Unit, the Common Elements, the Limited Common Elements or to the Association Property may be made without the prior written approval of the Board of Directors. No Unit Owner shall cause or allow improvements or changes to his Unit, or to any Limited Common Elements, Common Elements, or Association Property, which could in any way affect the structural, electrical, plumbing or mechanical systems of the Building, without first obtaining the prior written consent of the Association. No spas, hot tubs, whirlpools or similar improvements shall be permitted on any patio, terrace or balcony which is appurtenant to a Unit.

16.3 Nuisances.

No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any

substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No noxious or offensive activity shall be carried on in any Units, Limited Common Elements, Common Elements or other portions of the Condominium Property, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Owner. The Board shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. In particular, during the hours from 11:00 p.m. through 8:00 a.m. no Unit Owner shall play (or permit to be played in its Unit, or in the Limited Common Elements or Common Elements) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium Property. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted within the Condominium Property. No activity specifically permitted by this Declaration shall be deemed a nuisance.

16.4 Exterior Improvements.

Except with the prior written consent of the Board of Directors, no Owner shall perform or permit any of the following: (i) paint or otherwise change or alter the appearance of any exterior wall, door, window, patio, balcony, terrace or any exterior surface of the Building; (ii) place any sunscreen, blind, shutter or awning on any balcony, patio, terrace or exterior opening of the Building; (iii) place any draperies or curtains at the windows of any Unit facing the exterior of the Unit without a solid, light color liner acceptable in color to the Board of Directors; (iv) tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the Building in the opinion of the Board of Directors; (v) plant any planting outside of a Unit, provided however, Owners may place moveable plants on their terraces, but if such planted or potted plants become unsightly in the opinion of the Board, such plants shall be removed; (vi) erect any exterior lights or signs; or (vii) place any signs or symbols in windows.

16.5 Garbage.

No rubbish, refuse, garbage or trash shall be allowed to accumulate in places other than the receptacles (garbage cans) provided therefor, and each Unit, the Common Elements, the Limited Common Elements and Association Property shall at all times be kept in a clean and sanitary condition.

16.6 Vehicles.

No Owner, tenant or guest shall park any commercial vehicle or truck (as hereinafter defined), boat, camper, motor home, trailer, mobile home or similar vehicle in any parking area (other than the garage) overnight except service vehicles during the time they are actually serving a Unit, the Common Elements, the Limited Common Elements or the Association Property; provided, however, that the words "commercial vehicle or truck" shall be deemed to

exclude any HUMVEE and/or HUMMER vehicle, pickup truck or similar vehicle having a capacity of less than three-quarters of a ton, used for family transportation purposes and not exhibiting any commercial equipment or cargo, and shall further exclude any automobile bearing a small sized sign with a business name.

16.7 Leases.

No lease of a Unit shall be for less than the entire Unit. No lease for a Unit shall be for a period of less than ninety (90) consecutive days, and no more than two (2) leases of each Unit shall commence in anyone calendar year. During the time a Unit is leased or occupied by others, the Owner thereof shall not have the right to use the Common Elements, the Limited Common Elements, the Association Property, and facilities except as a guest of another Owner or lessee, or to enforce its rights as landlord pursuant to Chapter 83, F.S. All Limited Common Elements appurtenant to a Unit may be leased only in connection with the lease of such Unit. Any lessee of a Unit must adhere to all provisions of this Declaration, the Articles of Incorporation, the Bylaws, the rules and regulations of the Association, and any other applicable provisions of any other agreement, document or instrument governing the Condominium or administered by the Association or any other applicable governmental law, rule or regulation. Owners wishing to lease their Units shall be jointly and severally liable to the Association with the lessees of their Unit for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by or which is the responsibility of such lessee. All leases shall be in writing and shall provide that the Association shall have the right (i) to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration of Condominium, the Articles of Incorporation, or Bylaws, the rules and regulations of the Association, or any other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association, and (ii) to collect all rental payments due to the Owner and to apply same against unpaid Assessments if, and to the extent that, the Unit Owner is in default in the payment of Assessments,

16.8 Animals.

No animal(s) shall be kept in any Unit without first giving written notice to the Board of Directors, which notice shall describe such animal(s) by species, height, weight and coloring; provided, however, in the event any animal becomes, in the sole opinion of the Board, a nuisance to the other Owners, such animal shall be removed from the Unit and Condominium Property immediately upon receipt of notice by the Association. In addition, only animals owned by the Owner may be kept in the Unit and Limited Common Elements appurtenant thereto, and no animals owned by tenants, guests or invitees may be kept in the Unit or the Limited Common Elements appurtenant thereto. In no event, except exceptions made by the original Developer to the original purchaser(s) of a Unit, shall more than two animals be kept in any Unit or Limited Common Element. In the event that the Developer permits the original purchaser to keep more than two animals in the Unit no replacement or substitution of any of the original permitted animals shall be allowed except to the extent the total number of animals does not exceed two. In no event shall any animal other than cats or dogs be kept in any Unit or Limited Common Element without the prior written consent of the Board.

16.9 Flooring.

No hard surfaced flooring without adequate padding or sound proofing materials shall be installed in a Unit, without the prior written approval of the Board of Directors. In addition to the foregoing, the Association may promulgate through rules, additional requirements with respect to the specifications of the flooring that may be installed in Units and the methodology for installation of the same. No alteration or change shall be made to the floor of any Limited Common Element without obtaining the prior written approval of the Association. Only white or off white marble or ceramic tile may be installed on balconies, terraces or patios appurtenant to Units without the prior approval of the Association.

16.10 Antennas, Satellite Dishes.

No Owner may install any antenna, satellite dish or other transmitting, receiving or telecommunications apparatus in or upon his or her Unit (and/or the Limited Common Elements appurtenant thereto), unless such Owner shall have obtained the prior written approval of the Association with respect to the location, manner of installation, operation, maintenance and proper screening (which may include screening by use of an artificial plant) of the same.

16.11 Children.

Children shall be permitted to be occupants of Units.

16.12 Firearms.

The discharge of firearms within the Condominium is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

16.13 Signs.

No sign, poster, display, billboard or other advertising device of any kind including, without limitation, "FOR SALE", "FOR RENT", security service or construction signs shall be displayed on any portion of the Units, Limited Common Elements or Common Elements, without the prior written consent of the Association, except (a) signs, regardless of size, used by the Developer, its successors or assigns or a party developing or marketing any portion of the Condominium Property, including signs used for construction or repairs, advertising, marketing, promotion, sales, re-sales or leasing activities, (b) signs installed as part of the initial construction of the Units or other Improvements and replacements of such signs (similar or otherwise), and (c) bulletin boards, entrance, directional, informational and similar signs used by the Association. Any approval granted by Developer to this Section 16.13 shall be determined conclusive and binding upon the Association.

16.14 Lighting.

Except for seasonal decorative lights, which may be displayed between December 1st and January 15 only and in compliance with any regulations of the Association promulgated with respect thereto, the use and nature of all exterior lights and exterior-electrical outlets must be first approved in writing by the Association.

16.15 Exterior Sculpture and Similar Items.

Exterior sculpture, flags, and similar items must be approved by the Association; provided, however, that nothing herein shall prohibit the appropriate display of the American flag.

16.17 Air Conditioning Units.

No window or wall mounted air conditioning units which are visible from outside of the Unit may be installed in any Unit.

16.18 Hurricane Protection.

No type of hurricane protection may be installed in or around the Units and the Limited Common Elements appurtenant thereto, other than hurricane shutters or other hurricane protection approved by the Association, which shall be installed or affixed in a manner approved by the Association. Any such hurricane shutters and similar equipment shall be kept in an open position, except during periods of hurricane or tropical storm watches or warnings. Each Residential Owner who is not a permanent resident shall appoint an agent to be available during the hurricane season if needed and shall notify the Association of the name, address and telephone number of such person. Owners who will be absent from the Unit, shall do likewise for and during the periods of their absences.

16.19 Hazardous Substances.

No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements or Common Elements, except such as are generally used for normal household purposes. No gas or charcoal cooking devices are permitted on any patio, terrace or balcony. One electric grill will be permitted only on the covered portion of the patio of a Unit. The grill shall be manufactured of stainless steel or other non-corrosive material and must be first approved in writing by the Association.

16.20 Play Equipment, Strollers, Etc.

Bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers and similar items shall not at any time be left in the hallways or other Common Elements or in the Limited Common Elements (including balconies, terraces and patios), except for those areas specifically designated by the Association as a storage area for such items.

16.21 Documents.

Each Owner shall be obligated to deliver the documents received from the Developer, or from any prior Owner, containing this Declaration and any other declarations and documents, and any modifications thereto, to any purchaser or grantee of their Unit.

16.22 Additions, Alterations or Improvements by Owners.

16.22.1 Consent of the Board Directors. No Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, any exterior portion of the Building, any Limited Common Element or to any Residential Unit without the prior written consent of the Board of Directors of the Association. The Board shall have the obligation to answer, in writing, any written request by a Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of any contractor or subcontractor to perform the work and requiring the Owner to obtain insurance (from an insurance company acceptable to the Board) naming the Developer and the Association as additional insureds, and containing such limits, deductible, terms and conditions as are determined by the Board in its sole discretion. The proposed additions, alterations and improvements by the Owners shall be made in compliance with all laws, rules, ordinances, permits and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. The Association shall have the right to enter into a Unit at reasonable times and reasonable advance notice in order to prevent damage to the other Units within the Condominium and/or to the Common Elements. Once approved by the Board of Directors in good faith, such approval may not be revoked. An Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising there from, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association. The Association's right of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages or any other remedy from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, and its review of any plans shall not be deemed approval of, any plans from the standpoint structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorney's fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

16.22.2 Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 16.21.2 shall not apply to the Developer or to the Developer owned Units. Subject to the terms of this declaration and

compliance with the Condominium Act (including, without limitation, Section 718.110(4) thereof) the Developer shall have the additional right to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and (b) expand, alter or add to all or any part of the recreational facilities.

16.23 Miscellaneous Restrictions.

16.23.1 No use of a Unit may violate any laws, ordinances or regulations of any governmental body.

16.23.2 All Owners, their tenants, guests and invitees shall conform to and abide by this Declaration, the Articles, the Bylaws and the rules and regulations in regard to the use of the Units, the Common Elements, the Limited Common Elements or the Association Property, which rules and regulations may be adopted from time to time by the Board of Directors. Owners shall be responsible and liable to the Association for any costs, fees or expenses which are required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by its tenants, guests and invitees.

16.23.3 No Owner shall permit or suffer anything to be done or kept in his Unit, the Common Elements, the Limited Common Elements or the Association Property which will increase insurance rates on the other Units, the Common Elements, Limited Common Elements or Association Property.

16.23.4 No laundry, garments or other unsightly objects shall be placed where visible from outside of the Unit.

16.23.5 No obstruction of the common way of ingress or egress to the other Units, the Common Elements, the Limited Common Elements assigned to more than one (1) Unit, or the Association Property shall be permitted.

16.23.6 No Owner shall allow anything to remain in or on the Common Elements, Limited Common Elements or Association Property which would be unsightly or hazardous.

16.23.7 The enclosure of terraces (or any portion thereof) of any Unit shall not be permitted except with the written consent of the Board of Directors.

16.23.8 No Owner may use or permit the use of the Common Elements, the Limited Common Elements or the Association Property in such a manner as to abridge the rights of the other Owners entitled to their use and enjoyment.

16.24 Relief by Association.

The Association shall have the power in its sole discretion (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article 16 for good cause shown as determined by the Association in its sole discretion.

Except as modified and amended hereby, the Declaration shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, Outrigger Harbour Condominium Association, Inc., a Florida not-for-profit corporation, has caused this Declaration to be executed on the 10th day of June, 2010.

Signed, sealed and delivered
in the presence of:

Outrigger Harbour Condominium
Association, Inc., a Florida corporation

April Reed

By: [Signature]
James R. Ladd, President

Printed Name: April Reed

Katherine McCarthy
Printed Name: Katherine McCarthy

STATE OF FLORIDA
COUNTY OF MARTIN

THE FOREGOING INSTRUMENT was acknowledged before me this 10 day of June, 2010, by James R. Ladd, President of Outrigger Harbour Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced a driver's license bearing a photographic likeness as identification.

[Notarial Seal]



April M. Reed
[Printed Notary
Name] _____
My Commission expires:
Notary Public, State of Florida