

Record and Return to: Jane L. Cornett, Esq. Becker Royal Palm Financial Center 759 SW Federal Highway, Suite 213 Stuart, FL 34994

THIS SPACE FOR RECORDER'S USE===

## AMENDED AND RESTATED OPERATING RULES PARADISE OF STUART, INC.

Fisherman's Paradise

3 S.E. Sailfish Lane – Stuart, Florida 34996

## APPROVED CHANGES TO OPERATING RULES

- 1. FISHERMAN'S PARADISE is a private community registered on October 3, 1968.
- 2. PARADISE OF STUART was incorporated by the developer Sept. 9, 1969 for the purpose of maintaining the riverfront recreational property. Property owners become members of the association. Bylaws to administer and finance the riverfront were approved by the membership providing for each unit to pay an equal amount in an annual assessment. The yearly operating assessment will be determined each year by the Board of Directors.
- 3. Purchasers of property in good standing are assured membership in Paradise of Stuart, Inc., a non-profit corporation owning the riverfront recreational facility.
- 4. Paradise of Stuart, Inc. has no authority over Fisherman's Paradise, (homes and easements Rights limited in by laws ).
- 5. It is the custom of the property owners to keep their property neat, lawns, trees and shrubs trimmed, and stoned areas free of weeds and debris. Vehicles, other than passenger cars, are to be parked well to the rear of their driveways.
- 6. Tenants and guests residing in property "in good standing" are welcome to use the association's facilities and attend all social activities. The rules relating to the use of the clubhouse and waterfront are posted in the clubhouse.
- 7. Because of liability insurance and for safety reasons juveniles must be accompanied by a responsible adult on association property.
- 8. The women's auxiliary (Angels of Paradise of Stuart) conduct the social programs, which are self-supporting. All women residents, where the property is in good standing, are welcome to participate.
- 9. Animal owners kindly observe the <u>NO PETS</u> sign on the Clubhouse Property. Also, keep your animals on leashes when they are outdoors.

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- 10. The dock and tidal waters adjoining our deeded property was registered to the association are renewed as required by law. Members, guests and tenants "in good standing" may utilize the dock for fishing, sunset viewing, etc.
- 11. Paradise of Stuart, Inc. will be the agent to issue the "license to use" permit to each slip space licensee.
- 12. Dock slips licensed to a property owner of Fisherman's Paradise Inc. is for use by the licensee <u>only</u>. Licensees must be members "in good standing" with Paradise of Stuart, Inc., with all fees paid.
- 13. Dock slips may not be rented, loaned or allowed to be used by tenants. Temporary use by guests of slip owners is permitted for up to 72 hours subject to advance approval by Dock Master. All guests and guest vessels must comply with all rules.
- 14. Licensees of dock slips may transfer with the sale of property or may be sold anytime to another home owner of Fisherman's Paradise for fair market price.
- 15. All maintenance, dock insurance, electric, water and the Florida land assessment will be paid by the dock slip licensee as assessed by Paradise of Stuart, Inc.
- 16. Dock slip licensees must file a certificate of liability insurance for their boats with Paradise of Stuart, Inc. Licensees will be responsible for immediate repairs for any damage caused by them.
- 17. Boats must be removed from slips when hurricanes are imminent.
- 18. Slip licensees are responsible for maintaining a clean and orderly appearance of their slip and boat. Dock boxes will be allowed on finger piers only.
- 19. Licensees may install boat lifts at their expense and be responsible for their maintenance. Boat lifts will be subject to the approval of Paradise of Stuart, Inc.
- 20. In the event of major damage or loss of the original docks not covered by insurance, it will be the responsibility of all members of Paradise of Stuart, Inc. to share in the repair or replacement costs.
- 21. In the event of major damage or loss of the 1993 dock extension not covered by insurance, it will be the responsibility of the dock slip licensee who will share in the repair or replacement cost of the extension.
- 22. The licensee will adhere to the Bylaws and Operating Rules of Paradise of Stuart, Inc. Failure to comply with these rules may result in revocation of the "license to use" and loss of boat slip. In all cases the Board of Directors will be the governing agent.

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23. Parking at the Clubhouse when using boat slips will be limited to the time needed to unload equipment and take it to the boat/car.

IN WITNESS WHEREOF, the undersigned has caused these documents to be signed in its name by its President, its Secretary affixed this <u>lo</u> day of <u>Machine</u>, 2018.

WITNESSES:	Paradise of Stuart, Inc.
Witness #1 Signature	By: Michael L. CeacgPresident
D i PRAY Witness #1 Printed Name	
Witness #2 Signature	
Witness #2 Printed Name	
Witness #1 Signature	By: Sualth & Bursharat  Duoith & Burgharas Secretary
D P DRAY Witness #1 Printed Name	
Witness #2 Signature	
Witness #2 Printed Name	
STATE OF FLORIDA COUNTY OF MAITH	
The foregoing instrument was acknowledged has produced identification [Type of Identification]	before me this day of boomboom, 20 8 by isc of Stuart, Inc., who is personally known to me or [ ] who on:
Notary Seal	Notacy Public
THE HANTA ALINE PLATT	

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STATE OF FLORIDA COUNTY OF MONTH

Notary Seal



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