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AMENDED

BYLAWS

542403

OF

HARBOR INN AT THE MOORINGS ASSOCIATION, INC.

1. **IDENTITY** - These are the Bylaws of HARBOR INN AT THE MOORINGS ASSOCIATION, INC., a non-profit Florida corporation formed for the purpose of administering the condominium or condominiums established by The Moorings Harbor, Inc. (Developer) upon portions of lands owned by it described as:

Lot 56, The Moorings, Unit #2, as recorded in Plat Book 8, Page 28A, Public Records of Indian River County, Florida.

all located in Indian River County, Florida, which condominium or condominiums are to be known as HARBOR INN NORTH, HARBOR INN, #2 and HARBOR INN SOUTH, each being a Condominium. The corporation shall hereafter be referred to as the Association. There are portions of this lot in commercial development which will not be a part of these three condominiums.

(.1) **OFFICE** - The office of the Association shall be at 2125 Windward Way, Vero Beach, Florida, until transfer of Association control, whereupon the office may be located at such place agreed upon by the Board of Directors.

(.2) **FISCAL YEAR** - The fiscal year of the Association shall be the calendar year.

(.3) **SEAL** - The seal of the Association shall bear the name of the Association, the words "Florida", and "Corporation not for profit", together with the year of establishment.

2. **MEMBERS' MEETINGS** -

(.1) **ANNUAL MEMBERS' MEETINGS** shall be held at the Association office or at such other convenient location as may be determined by the Board of Directors, on the second Friday of January at 10:00 a.m. or such hour and upon such date each year as may be otherwise determined convenient by the Board, for the purpose of electing Directors and of transacting any business authorized to be transacted by the members.

(.2) **SPECIAL MEMBERS' MEETINGS** shall be held whenever called by the President, Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from ten (10) percent of the entire membership. As to the meeting required when unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the meeting may be called and notice given by any unit owner if the Association fails to do so.

(.3) **MEMBERS MEETINGS** shall be held whenever called by the President, Vice President, or a majority of the Board of Directors, and must be called by such officers upon receipt of the written request from 10% of the membership of the condominium. A meeting so called may only consider such items of interest to that particular condominium, including but not limited to, meetings not to include reserves in the budget of that condominium and material alterations of that condominium.

THIS INSTRUMENT PREPARED BY:
DOROTHY A. HUDSON, ESQ.
2125 WINDWARD WAY
VERO BEACH, FL 32960

415-132 1127

FREDA WINGRIT
CLERK OF CIRCUIT COURT
INDIAN RIVER COUNTY, FLA.
BY *[Signature]* Sec.

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(.4) NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail at least fourteen days (14) days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting.

The Board of Administration shall also mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered.

Notice of a special meeting to elect a director or directors from the unit owners other than the Developer is specified in Bylaws 3(.2) (D) (iii).

Notice of a special meeting called by the Board at the written request of ten (10) percent of the owners because of a budget exceeding 115% of that of the preceding year requires not less than ten days' written notice to each unit owner, and shall be held within 30 days.

Notice of other special meetings not covered above shall be in writing and mailed to each member first class, postage prepaid, not less than 10 days prior to the meeting. However, unit owners may waive notice of specific meetings and may take action by written agreement without meetings where it is in the best interest of the Association or condominium to do so.

All notices of meetings shall state clearly and particularly the purpose or purposes of the meeting.

(.5) A QUORUM at members' meeting shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of the meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. Decisions made by owners of a majority of the units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the condominium documents or such other decision as may be law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.

(.6) THE VOTE of the owners of a unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate of Voting Representative, signed by all owners of the unit, and filed with the Secretary of the Association. The certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(.7) PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting, or adjournments thereof, as designated therein and must be filed with the Secretary before or at the appointed time of the meetings.

(.8) APPROVAL OR DISAPPROVAL of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

(.9) ADJOURNED MEETINGS - If any meeting of 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.

(.10) THE ORDER OF BUSINESS AT ANNUAL MEMBERS' MEETINGS, and as far as practical at all other members' meetings, shall be:

(a) Election of Chairman of the meeting, unless the President or Vice President of the Association is present, when he (or she) shall preside.

(b) Calling of the roll and certifying of proxies

(c) Proof of Notice of meeting or waiver of notice

(d) Reading and disposal of any unapproved minutes

(e) Reports of Directors

(f) Reports of Committees

(g) Election of Directors

(h) Unfinished Business

(i) New Business

(j) Adjournment

3. BOARD OF DIRECTORS -

(.1) MEMBERSHIP - The affairs of the Association shall be managed initially by a Board of five (5) directors selected by the Developer. Boards elected subsequent to the time members other than the Developer are entitled to elect a majority of the Directors shall be composed of from three to seven Directors provided it be an odd number of Directors.

Directors, except those selected by the Developer, shall be a person entitled to cast a vote in the meetings of the Association. The Developer shall be entitled to select at least one Director as long as it holds at least 5% of the units for sale in the ordinary course of business.

(.2) DESIGNATION OF DIRECTORS shall be in the following manner:

(a) Members of the Board of Directors, except those selected by the Developer, shall be elected by a majority of those present and voting at the annual meeting of the members of the Association or at a special meeting called for pursuant to Florida Statute 718.301.

(b) Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by a majority vote of the remaining Directors; provided, however, that any vacancy of the Developer's representative on the Board be filled by the Developer.

(c) Any Director, except those selected by the Developer, may be removed with or without cause by concurrence of a majority of the members of the Association, either by written agreement or at a special meeting of the members called for that purpose, either by a majority of the Board of Directors, or by 10% of the members. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(d) Transfer of Association control

(i) When unit owners other than the Developer own fifteen (15) percent or more of the units in the condominium ultimately the Association, the unit owners, other than the Developer, shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit owners, other than the Developer, shall be entitled to elect not less than a majority of the Board of Directors three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers; or 3 months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers; or when all of the units that will be operated ultimately the Association have been completed, and some of them have been sold, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur.

(ii) Within 60 days after unit owners, other than the Developer, are entitled to elect a member or members of the Board of Directors, the Association shall call and give not less than 30 or more than 40 days' notice of a meeting of the unit owners for this purpose.

(iii) Prior to, or not more than 60 days after unit owners, other than the Developer, elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the unit owners and of the Association held by or controlled by the Developer, as specified in F.S. 718.301.(4).

(.3) THE TERM OF EACH DIRECTOR'S SERVICE shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided. Provided, however, that in order to ensure a continuity of experience, the members at the first annual meeting after the Developer has relinquished control of the Association may vote to give up to one-half of the Board members terms of two years so that a system of staggered terms of two years so that a system of staggered terms will be initiated.

(.4) THE ORGANIZATION MEETING of the newly elected Board of Directors shall be held within ten (10) days of the election, at such place and time as shall be fixed by the Directors, provided a quorum shall be present.

(.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, but not less than quarterly. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

(.6) SPECIAL MEETING OF THE DIRECTORS may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

(.7) WAIVER OF NOTICE - Any Director may waive notice of a meeting before, at or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(.8) MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners to attend and listen, but not be heard or participate (unless a majority of the Directors consent thereto), and notice of meetings shall be posted conspicuously on the condominium property forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

(.9) 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. If at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

(.10) THE PRESIDING OFFICER at Director's meeting shall be the President of the Board, if such an officer has been elected and is present; and if not elected or present, then the Vice President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(.11) DIRECTORS SHALL SERVE WITHOUT PAY, but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS - All of the powers and duties of the Association existing under the Condominium Act, Declaration or Declarations of Condominium, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by unit owners when such is specifically required. Such powers and duties of the Directors shall include, but shall not be limited to the following:

(.1) TO MAKE AND COLLECT ASSESSMENTS AGAINST members to defray the costs of the condominium.

(.2) TO USE THE PROCEEDS OF ASSESSMENTS in the exercise of its powers and duties.

(.3) THE MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION of the condominium property.

(.4) THE RECONSTRUCTION OF IMPROVEMENTS AFTER CASUALTY and the further improvement of the property.

(.5) TO APPROVE OR DISAPPROVE PROPOSED TRANSACTIONS in the manner provided by the Condominium Declaration.

(.6) TO ENFORCE by legal means the provisions of applicable law, the condominium documents, the Bylaws of the Association, and the regulations for the use of the property in the condominium.

(.7) TO CONTRACT FOR MANAGEMENT of the condominium.

(.8) TO PAY TAXES AND ASSESSMENTS which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the unit subject to such liens.

(.9) TO CARRY INSURANCE for the protection of the unit owners and the Association against casualty and liabilities.

(.10) TO PAY THE COST OF ALL POWER, WATER, SEWER and other utility services rendered to the condominium and not billed to owners of individual units.

(.11) TO EMPLOY PERSONNEL and designate other officers for reasonable compensation and grant them such duties as seems appropriate for proper administration of the purposes of the Association.

(.12) TO BRING SUIT, EXECUTE CONTRACTS, DEEDS, MORTGAGES, LEASES and other instruments by its officers and to own, convey and encumber real and personal property.

(.13) TO ADOPT THE BUDGET of annual common expenses, provided that as long as the Developer is in control of the Board, the assessment shall not be greater than 115% of the prior fiscal year's assessment without approval of the majority of voting interests.

(.14) TO ADOPT UNIFORM STANDARDS for enclosure of portions of the unit exposed to the elements and visible from the exterior of the unit.

5. OFFICERS -

(.1) THE EXECUTIVE OFFICERS of the Association shall be President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except the President shall not also be the Secretary or Assistant Secretary.

(.2) THE PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation.

(.3) THE VICE PRESIDENT shall, in the absence or disability of the President, exercise the powers and perform the duties of the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(.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 the same 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 the Association and as may be required by the Directors or the President. The Assistant Secretary will perform the duties of the Secretary when the Secretary is absent.

(.5) THE TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; 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 the Treasurer of a corporation.

(.6) COMPENSATION -

(a) No compensation shall be paid the officers of the Association, but they shall be entitled to reimbursement for expenses reasonably incurred.

(b) The compensation of the employees of the Association shall be fixed by the Directors.

(c) This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association or preclude the contracting with a Director for the management of the condominium.

6. MINUTES OF ALL MEETINGS OF UNIT OWNERS in the condominium or condominiums and of the Board of Directors shall be kept in a businesslike manner and these, plus records of all receipts and expenditures and all other records, shall be available for inspection by unit owners and Board members at all reasonable time.

7. FISCAL MANAGEMENT - shall be in accordance with the following provisions:

(.1) BUDGET

(a) A proposed annual budget of common expenses shall be prepared by the Board of Directors which shall include all anticipated expenses for operation, maintenance and administration of the Association, the condominium or condominiums including insurance, management fees, if any, and which shall include a reserve for capital expenditures and deferred maintenance. (See Subsection (i) below.) It will contain a reasonable allowance for contingencies, and provide funds for all unpaid operation expenses previously incurred. Those expenses which pertain to the Association or the condominium in the project shall be assessed on a pro rata basis by the following formula:

$$\frac{1}{\text{Number of Units}} = \text{Share of expenses}$$

(i) Reserve accounts for capital expenditures and deferred maintenance shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.

(ii) Members of an association may, by the percentage of votes set forth in Florida Statute 718.112, at a duly called meeting of the association, determine for a fiscal year to provide no reserves or reserves less adequate than required by this subsection.

(b) A copy of the proposed annual budget for the Association, and for each condominium in the project shall be mailed to the unit owners not less than thirty (30) days prior to a meeting of the owners of that condominium at which the budget will be considered, together with a notice of the meeting. Should a quorum fail to be present or represented at the meeting or fail to adopt the budget presented or a revised budget, then, and in that event, the Directors shall have the authority to adopt a budget.

(c) The first budget shall be made by the Developer.

(.2) ASSESSMENTS - The shares of the unit owners of the common expenses shall be made payable quarterly, in advance, and shall become due on the first day of each quarter; January 1, April 1, July 1, and October 1. The amounts shall be no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expense previously incurred.

(.3) EMERGENCY ASSESSMENTS - Assessments for the expenses of emergencies which cannot be paid from the contingency account shall be made only by the Board of Directors, and the time of payment shall likewise be determined by them.

(.4) ASSESSMENT ROLL - The assessments for common expenses, according to the budget, shall be set forth upon a roll of the units in each condominium which shall be available for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the name and address of the owner, the assessments paid and unpaid. A certificate made by a duly authorized representative of the Directors as to the status of a unit's account may be relied upon for all purposes for any person for whom made other than the unit owner.

(.5) LIABILITY FOR ASSESSMENTS - A unit owner shall be liable for all assessments coming due while he is the owner of a unit, and such owner and his grantees, after a voluntary conveyance, shall be jointly and severally liable for all unpaid assessments due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made per F.S. 718.116.

(.6) LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due, together with interest thereon and reasonable attorney's fees for collection, shall be secured by a lien upon:

(a) THE UNIT, and all appurtenances thereto, when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116. Such lien shall be subordinate to any prior recorded mortgage on the unit.

(b) ALL TANGIBLE PERSONAL PROPERTY located in the unit except that such lien shall be subordinate to prior liens and security interests of record.

(c) COLLECTION -

(i) INTEREST: APPLICATION OF PAYMENTS - Assessments paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days shall bear interest at the highest rate allowed by law, not to exceed 18% per annum from the date due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

(ii) SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of 10% per annum, and all costs incident to the collection and the proceedings, including reasonable attorney's fees. Per F.S.

718.116(5)(b) the Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien 30 days before commencing foreclosure.

(.7) OTHER LIENS - The Association shall have the authority to enforce and collect any other such lien rights as may be available to it in law or equity.

(.8) ACCOUNTS - All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the unit owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. These accounts shall be as follows:

(a) COMMON EXPENSE ACCOUNT - to which shall be credited collections of assessments for all common expenses.

(b) ALTERATION AND IMPROVEMENT ACCOUNT - to which shall be credited all sums collected for alteration and improvement assessments, if any.

(c) CONTINGENCY ACCOUNT - to which shall be credited all sums collected for contingencies and emergencies.

(.9) THE DEPOSITORY of the Association shall be such bank, or banks, or savings and loan institution in Florida as shall be designated from time to time by the Directors and in which the monies for 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.

(.10) AN AUDIT, which need not be certified, of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each member within thirty (30) days after its completion and delivery to the Directors, or at the annual meeting.

(.11) FIDELITY BONDS shall be required by the Board of Directors from all officers and employees of the Association and from any contractor who control or disburse funds of the Association. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the Association.

8. OWNERSHIP OF THE ASSOCIATION PROPERTY - Should be on a pro rata basis, each member's share based on the following formula:

$$\frac{1}{\text{Number of Units in All Condominiums in Project}} = \text{Share of Ownership of Association Property, Association Expenses, and Common Areas}$$

9. PARLIAMENTARY RULES - Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration, the Bylaws of the Association, or the Laws of the State of Florida.

10. BINDING ARBITRATION. Internal disputes arising from the operation of the condominium among unit owners, the Association, and their agents and assigns shall be submitted to voluntary binding arbitration. The Board of Directors shall select one arbitrator, the complaining party shall select the second arbitrator, with the two arbitrators selecting the third

arbitrator. Decisions reached by 2 of the 3 arbitrators shall be binding.

11. AMENDMENTS - Amendments to the Bylaws shall be proposed in the following manner:

(.1) NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(.2) A RESOLUTION adopting a proposed amendment must receive approval of a majority of the votes of the membership of the Board of Directors and sixty-six and two-thirds (66-2/3) percent of the votes of the entire membership of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing.

(.3) INITIATION - An amendment may be proposed by either a majority of the Board of Directors or by ten (10) percent of the membership of the Association.

(.4) EFFECTIVE DATE - An amendment, when adopted, shall become effective only after being recorded according to law.

(.5) THESE BYLAWS shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium, or the Condominium Act.

(.6) PROPOSAL TO AMEND EXISTING BYLAWS shall contain the full text of the Bylaws to be amended. New words shall be underlined and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that this procedure would hinder, rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW # ___ FOR PRESENT TEXT."

12. WEIGHT OF VOTES cast by members of the Association shall be one vote for each unit. Condominiums will be deemed added as set forth in the Declaration of Condominium.

The foregoing were adopted as the Bylaws of HARBOR INN AT THE MOORINGS ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors.

542404

CERTIFICATE OF SURVEYOR

HARBOR INN NORTH, A CONDOMINIUM

Indian River County, Florida

Rec. 4202
Copies 9.00

I, Robert F. Lloyd

certify as follows:

1. That I am a land surveyor, duly authorized to practice in the State of Florida, having Certificate of Registration No. 944, State of Florida.

2. That this Certificate is made as to Harbor Inn North, a Condominium, located in Indian River County, Florida, and in compliance with Chapter 718, Florida Statutes.

3. That the construction of the improvements described in the foregoing Declaration of Condominium is sufficiently complete so that with the survey of land as set forth in an exhibit attached hereto, together with the plot plans as set forth in an exhibit attached hereto, showing the apartment buildings and common elements, together with the wording of the foregoing Declaration of Condominium, there can be determined therefrom the identification, location and dimensions of each unit, the common elements and limited common elements, and that the aforementioned material is an accurate representation of the location and dimensions of the improvements.

Call Dorothy Hudson
231-5144

[Signature]
Land Surveyor, Certificate of
Registration No. 944
State of Florida.

Sworn to and subscribed before me,
this 7th day of March,
1988.

Elizabeth M. Agostini
Notary Public, State of Florida
at Large. My Commission expires:

Notary Public, State of Florida
My Commission Expires Feb 29, 1991
Notary Seal: Elizabeth M. Agostini, Notary Public, State of Florida

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FREDY WRIGHT
CLERK OF CIRCUIT COURT
INDIAN RIVER COUNTY, FLA.
Wright, Fredy
CL.

the point of curvature of a tangent circular curve concave to the Southwest having a radius of 96.16 feet;

thence, Along said circular curve and along said right-of-way for an arc distance of 47.28 feet and through a central angle of 28 degrees 10' 21" to a point, said point being the Northeastly corner of Lot 60 of said plat;

thence, S 00 degrees 19' 38" W, 153.34 feet to the Point of Beginning.

thence, N 88 degrees 55' 54" W, 120.00 feet to the Point of Beginning of Land;

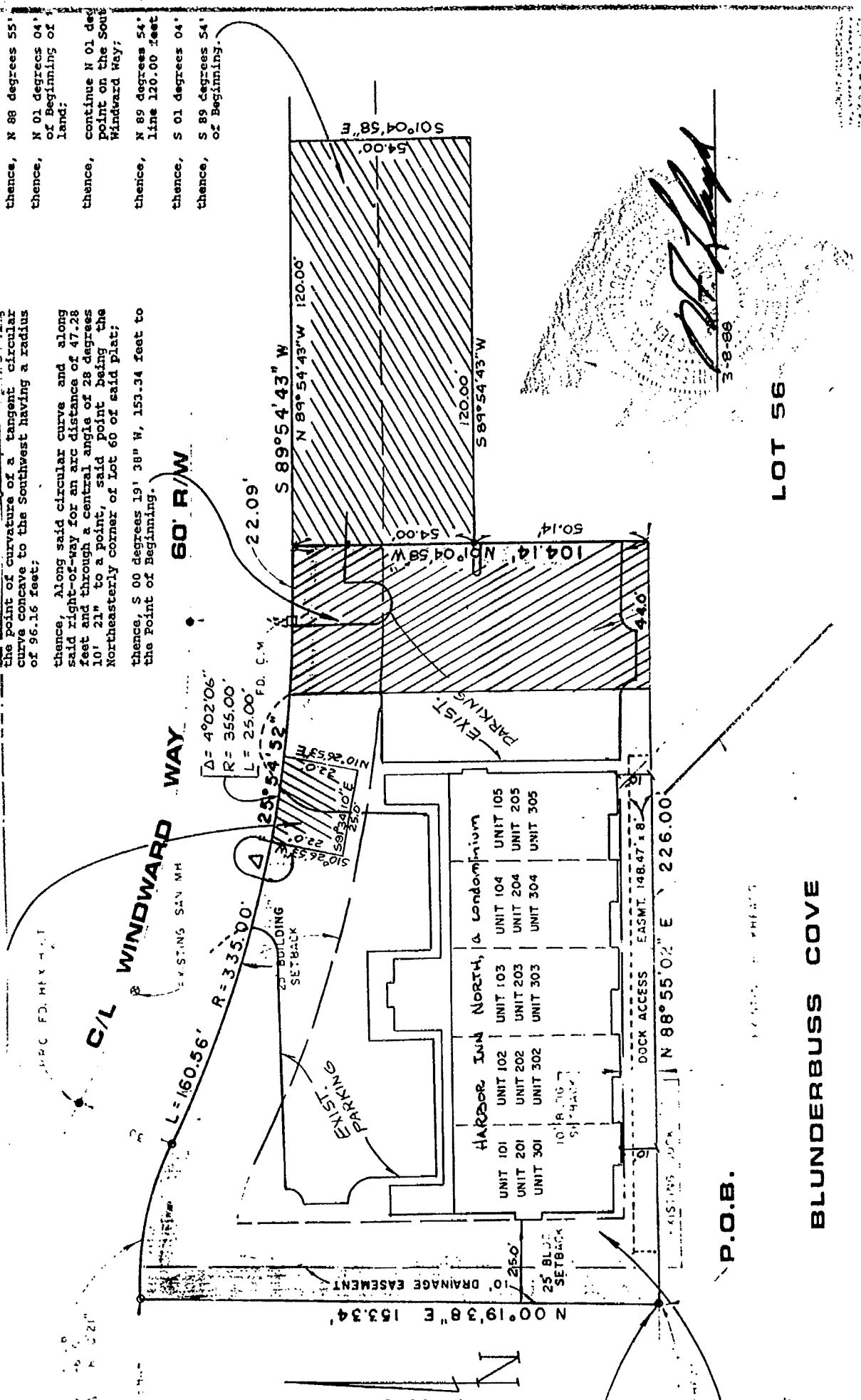
thence, N 01 degrees 04' 58" W, 120.00 feet to the Point of Beginning of Land;

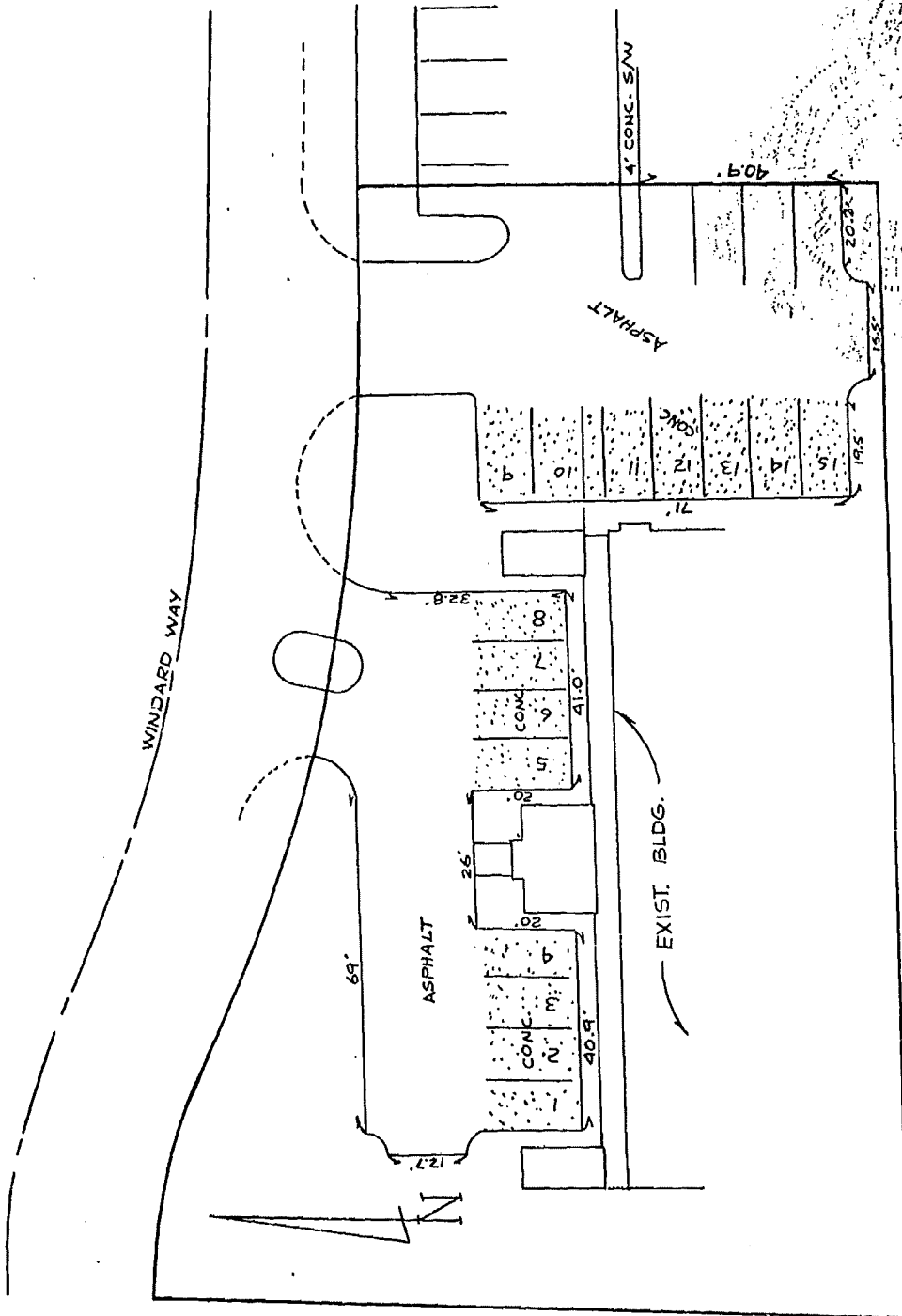
thence, continue N 01 degree 04' 58" W, 120.00 feet to the Point of Beginning of Land;

thence, N 89 degrees 54' 43" W, 120.00 feet to the Point of Beginning;

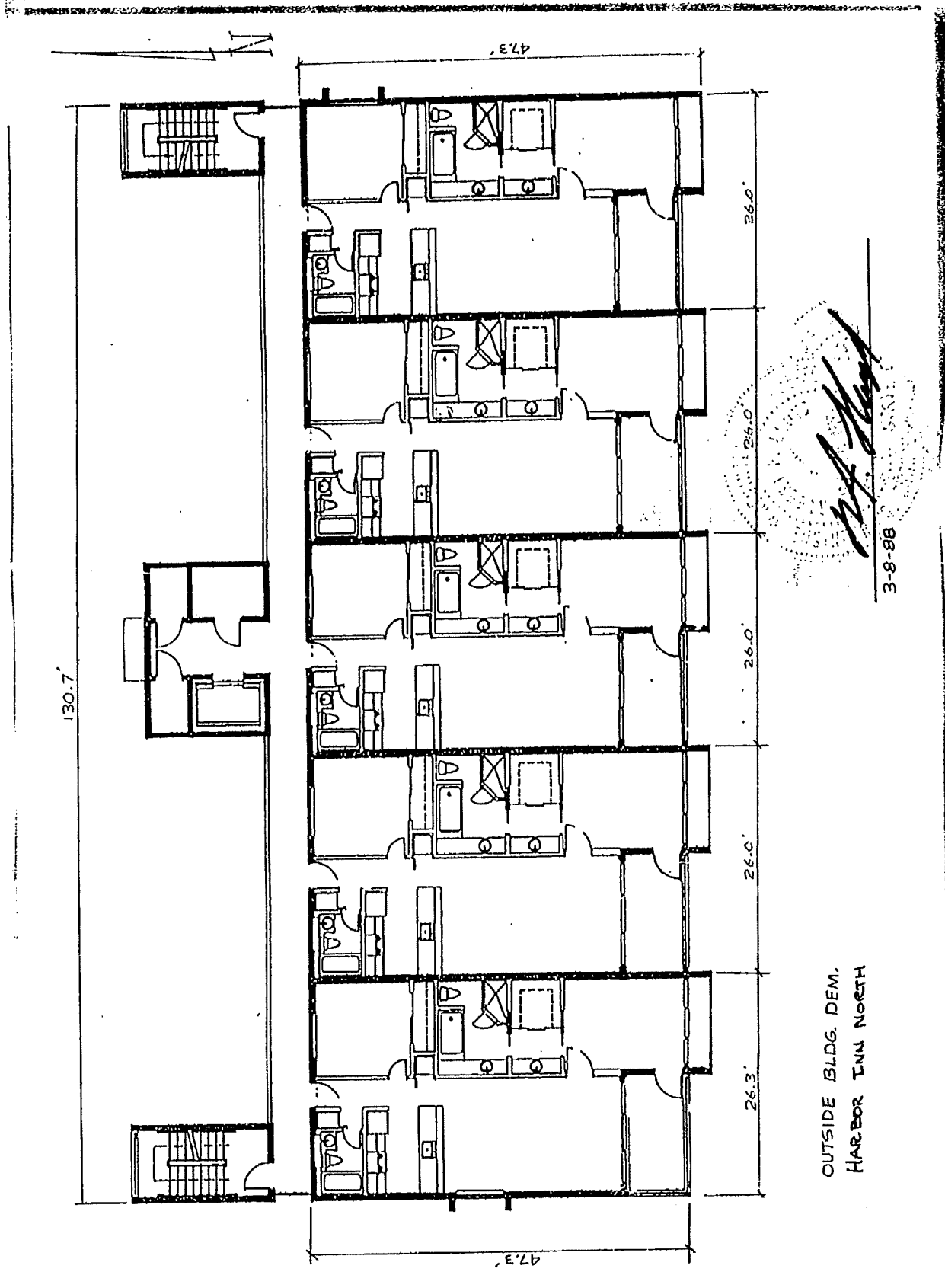
thence, S 01 degrees 04' 58" W, 120.00 feet to the Point of Beginning;


thence, S 89 degrees 54' 43" W, 120.00 feet to the Point of Beginning.



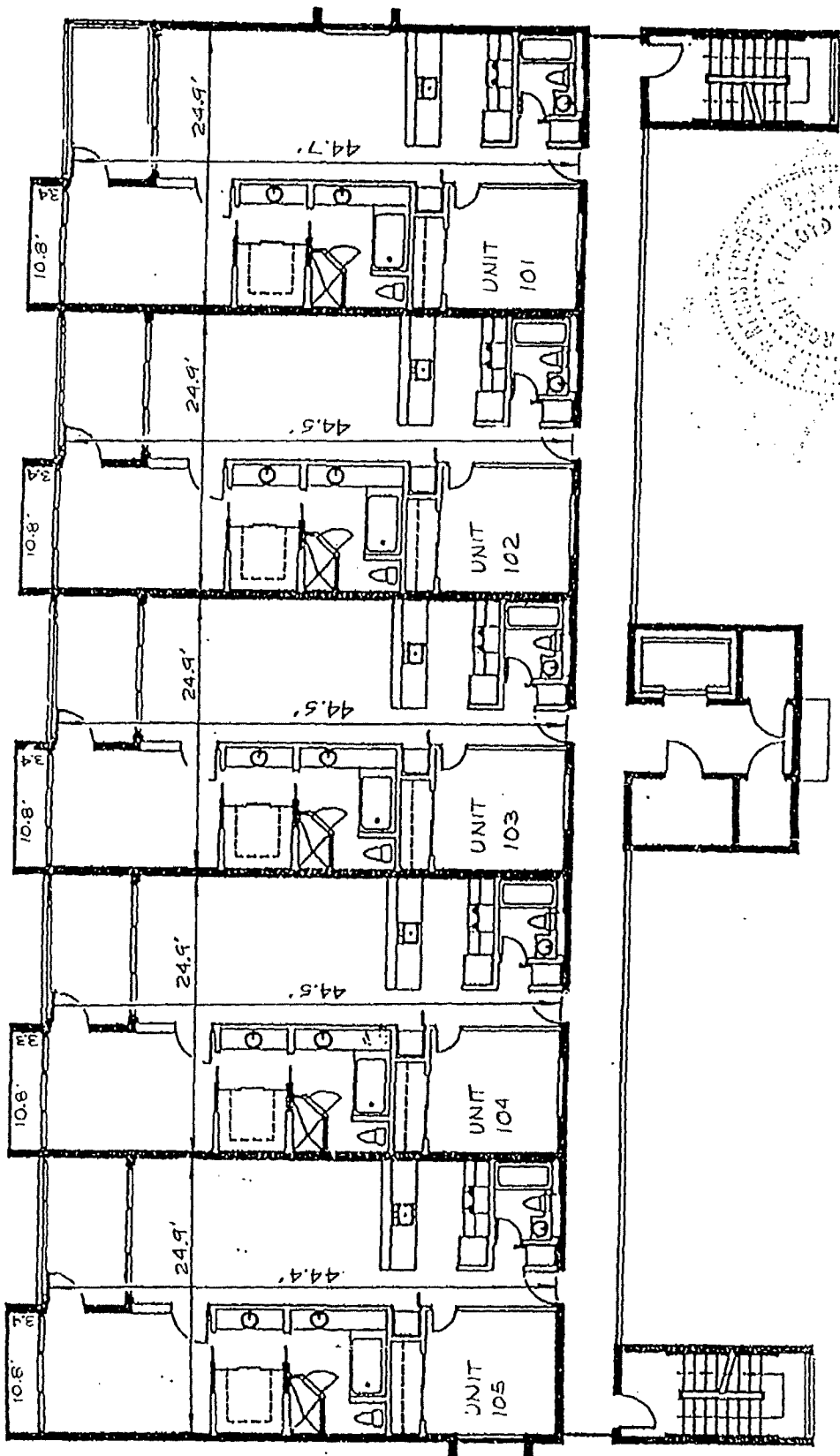


PARKING AREA
 (THE MOORINGS) HARBOR INN NORTH



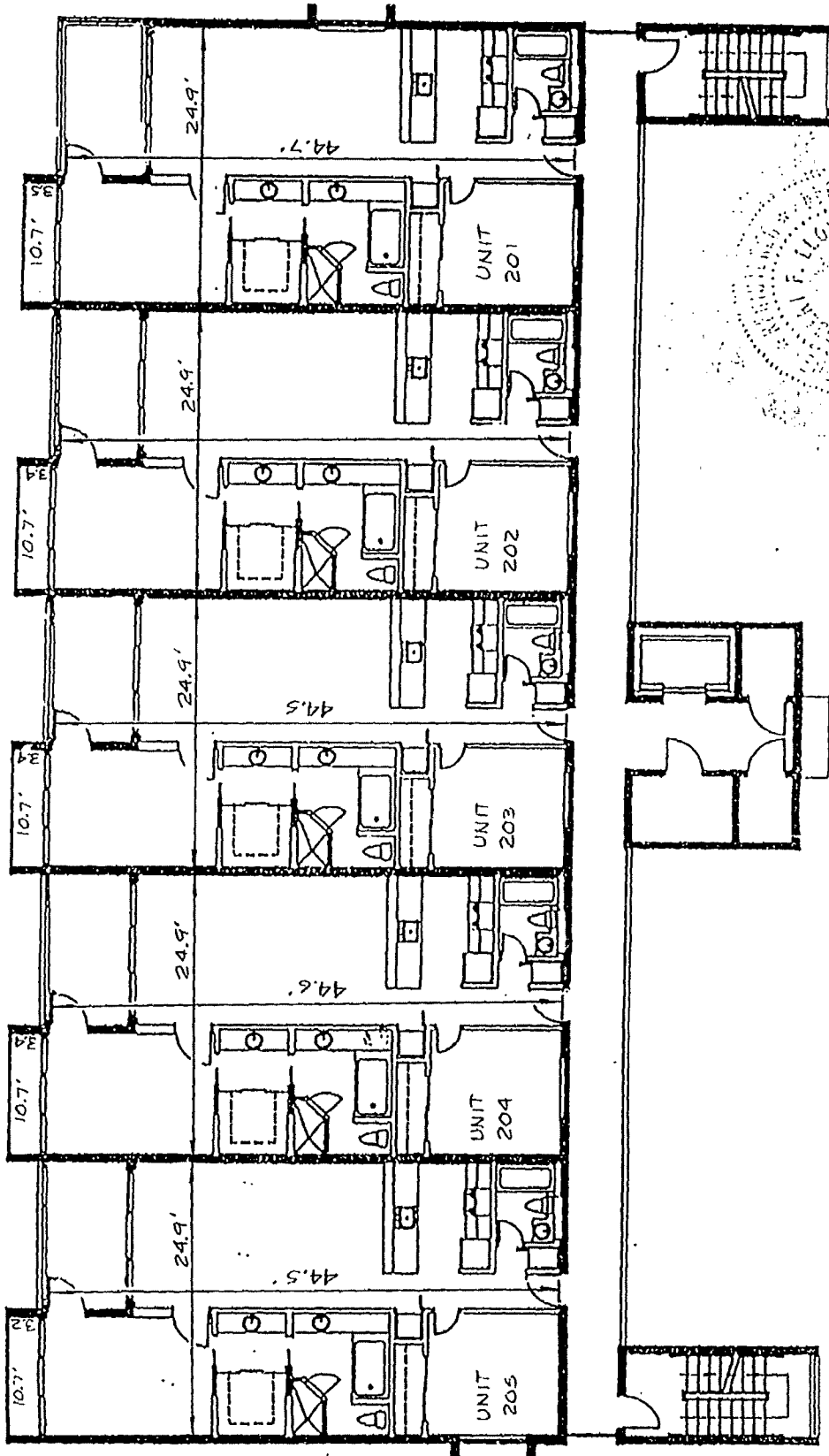
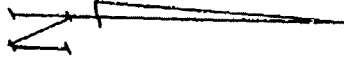

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OUTSIDE BLDG. DEM.
 HARBOR INN NORTH



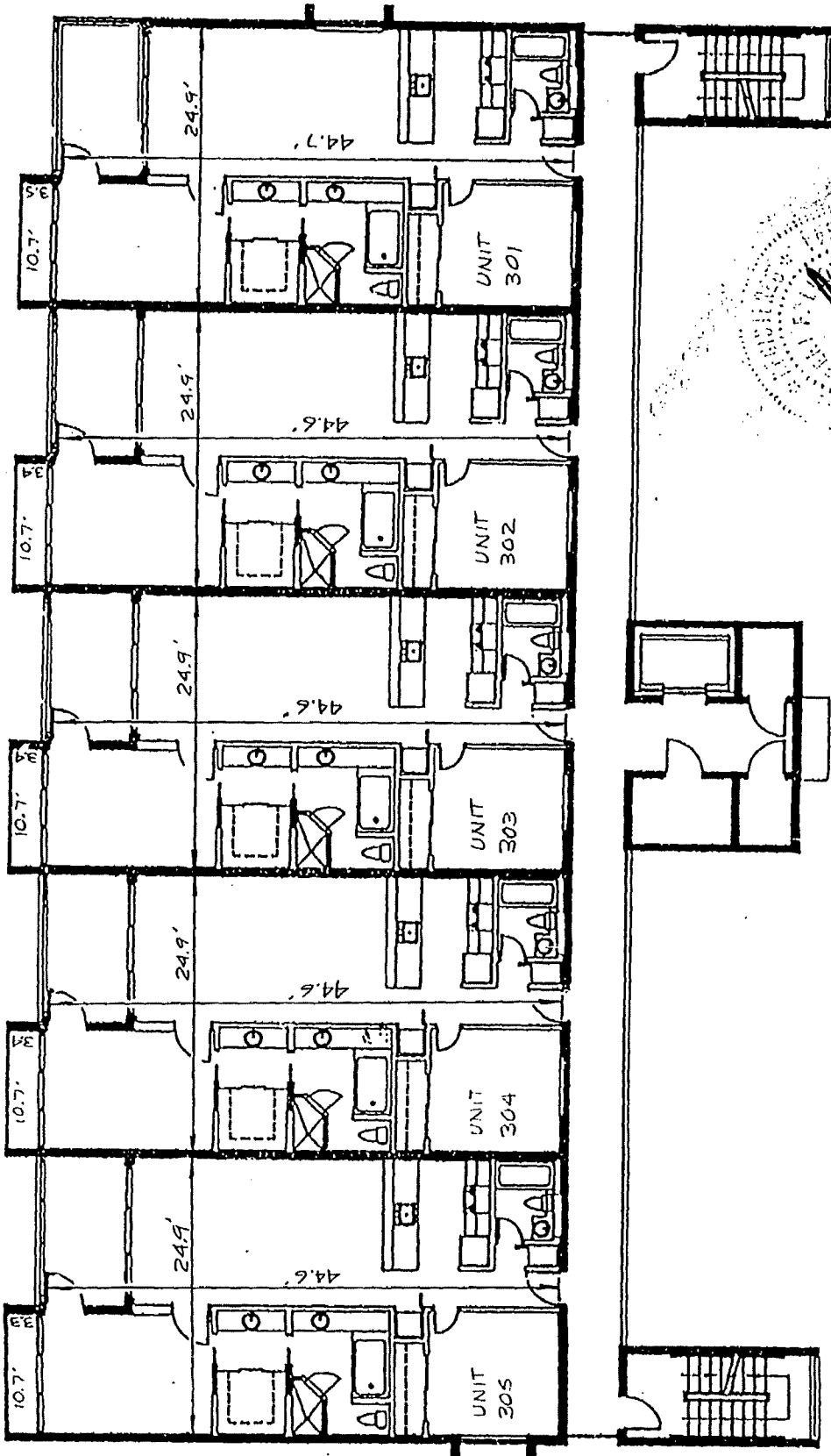
STATE OF CALIFORNIA
 COUNTY OF LOS ANGELES
 REGISTERED ARCHITECT
 [Signature]
 3/2/08

GROUND FLOOR PLAN
 HARBOR INN NORTH



J. F. Lloyd
3/9/88

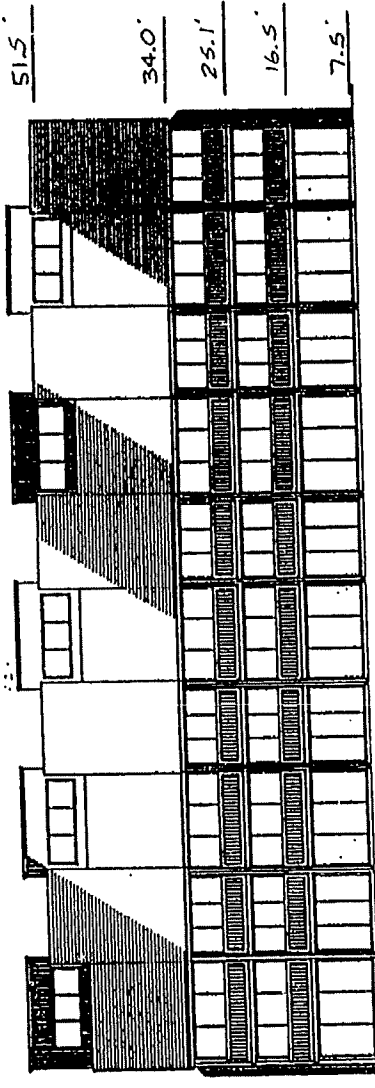
SECOND FLOOR PLAN
HARBOR INN NORTH



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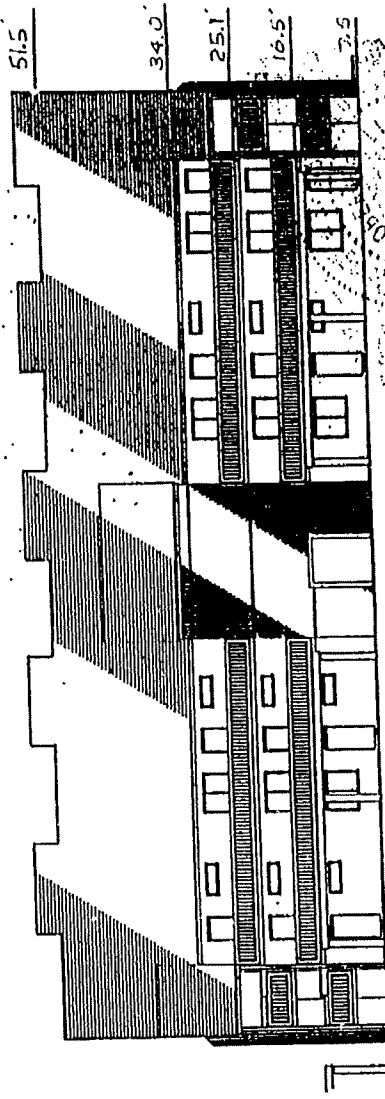
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THIRD FLOOR PLAN
 HARBOR INN NORTH

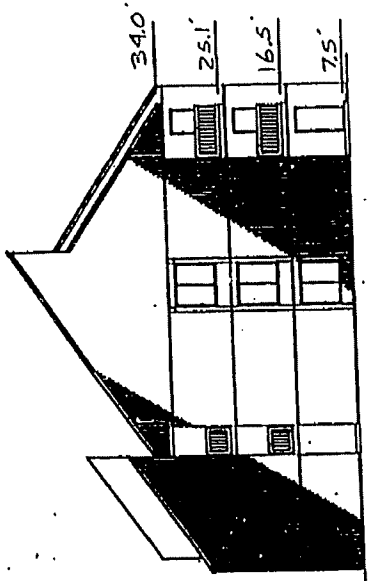


SOUTH ELEVATION

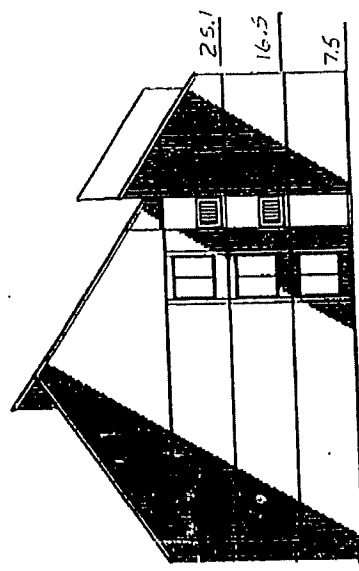
HARBOR INN NORTH, A CONDOMINIUM



NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION

STATE OF
 ROBERTSON
 3-5-88

ALL ELEV. SHOW N REFR. TO M.S.L. DATUM

542405

CROSS PARKING AND ACCESS AGREEMENT
BETWEEN ADJACENT PROPERTIES

*see 28.50
copies 6.00*

THIS AGREEMENT made this 3rd day of March, 1988, by and between Moorings Harbor, Inc., a Florida corporation with principal offices at 2125 Windward Way, Vero Beach, Florida 32963, herein "Harbor" and Harbor Inn at The Moorings Association, Inc., a Florida corporation not for profit, herein "Harbor Inn."

WHEREAS, Harbor Inn is a condominium association under the laws of the State of Florida which manages and governs Harbor Inn North, a condominium, and is owner of certain property herein "Parcel 1", described as follows:

See Exhibit A

WHEREAS, Harbor which owns certain adjoining property, herein "Parcel 2" described as follows:

See Exhibit B

WHEREAS, the parties hereto mutually agree to establish a private right of way for access, ingress and egress over their respective parcels as hereinafter provided, and

WHEREAS, the parties hereto mutually agree that each may park on the respective undesignated parking spaces as hereinafter provided.

NOW THEREFORE, in consideration of \$10.00 each paid to the other in hand, other valuable considerations, and the mutual covenants and agreement herein contained, the parties agree as follows:

1. Harbor and its successors, licensees and invitees which may include lessees of docks from Harbor and other visitors to Harbor property may traverse over the driveway portion of "Parcel 1", and use same for access, ingress and egress to its property, and to the docks located riparian to Harbor Inn's property.
2. Harbor Inn, together with its heirs, successors, licensees, invitees, which may include owners of individual condominium units and their renters may traverse over the driveway portion of "Parcel 2," and may use same for access, ingress and egress to its property.
3. Harbor and its successors may use the four undesignated parking places located in Parcel 1.
4. Harbor Inn and its successors may use seven undesignated parking spaces located in Parcel 2.

IN WITNESS WHEREOF, the parties hereto have hereunto set

Freda Wright
FRED A. WRIGHT
CLERK OF DISTRICT COURT
VERO BEACH, FLORIDA

88 MAR -9 PM 1:17

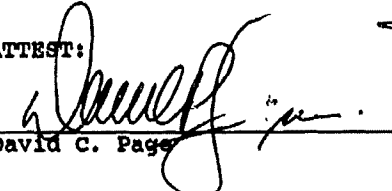
FILED FOR RECORD
PAGE AND PAGE ABOVE

THIS INSTRUMENT PREPARED BY
DOROTHY A. HUDSON, ESQ.
2125 WINDWARD WAY
VERO BEACH, FL 32960


Call 231-5144

their hands and seals the day and year first above written.

ATTEST:


David C. Page

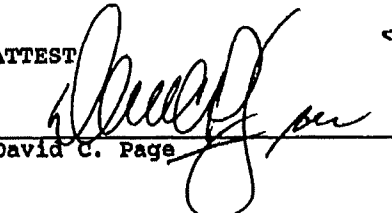
MOORINGS HARBOR, INC

By 
Donald C. Proctor

(Corp. Seal)

HARBOR INN AT THE MOORINGS
ASSOCIATION, INC.

ATTEST


David C. Page

By 
Donald C. Proctor

(Corp. Seal)

PARCEL 1 OF THAT CERTAIN
CROSS PARKING & ACCESS AGREEMENT BETWEEN ADJACENT PROPERTIES

The east 44' of the following described property:

A portion of Lot 56, The Moorings, Unit #2, as recorded in Plat Book 8, Page 28A, Public Records of Indian River County, Florida, and more particularly described as follows:

Beginning at the Southeast corner of Lot No. 60 of The Moorings, Unit 2, as recorded in Plat Book 8, Page 28A of the Public Records of Indian River County, Florida;

thence, N 88 degrees 55' 02" E, 226.00 feet to a point;

thence, N 01 degrees 04' 58" W, 104.14 feet to a point on the Southerly right-of-way line of Windward Way;

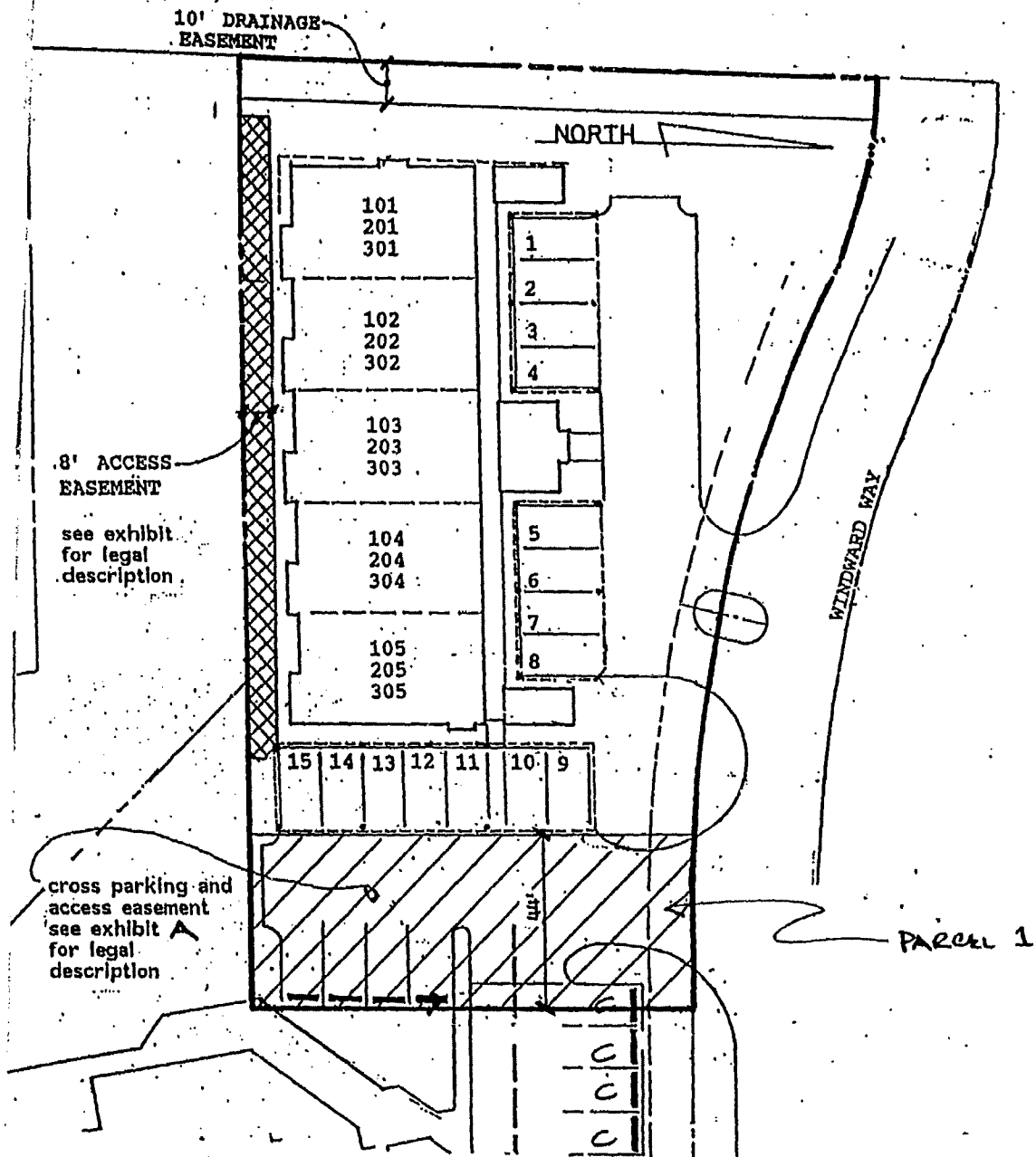
thence, S 89 degrees 54' 43" W along said right-of-way line 22.09 feet to the point of curvature of a tangent circular curve concave to the North and having a radius of 355.00 feet;

thence, Along said circular curve and along said right-of-way line for an arc distance of 160.56 feet and through a central angle of 25 degrees 54' 52" to a point, said point being the point of curvature of a tangent circular curve concave to the Southwest having a radius of 96.16 feet;

thence, Along said circular curve and along said right-of-way for an arc distance of 47.28 feet and through a central angle of 28 degrees 10' 21" to a point, said point being the Northeasterly corner of Lot 60 of said plat;

thence, S 00 degrees 19' 38" W, 153.34 feet to the Point of Beginning.

Said parcel contains 0.6335 acres and lies wholly in Indian River County, Florida.



LEGAL DESCRIPTION

Part of Lot 56, The Moorings, Unit 2, more particularly described as follows:

Commencing at the Southeast corner of Lot No. 60 of the Moorings, Unit 2, as recorded in Plat Book 8, Page 28A of the Public Records of Indian River County, Florida;

thence, N 85 degrees 55' 02" E, 226.00 feet to a point;

thence, N 01 degrees 04' 58" W, 40.81 feet to the Point of Beginning of the herein described parcel of land;

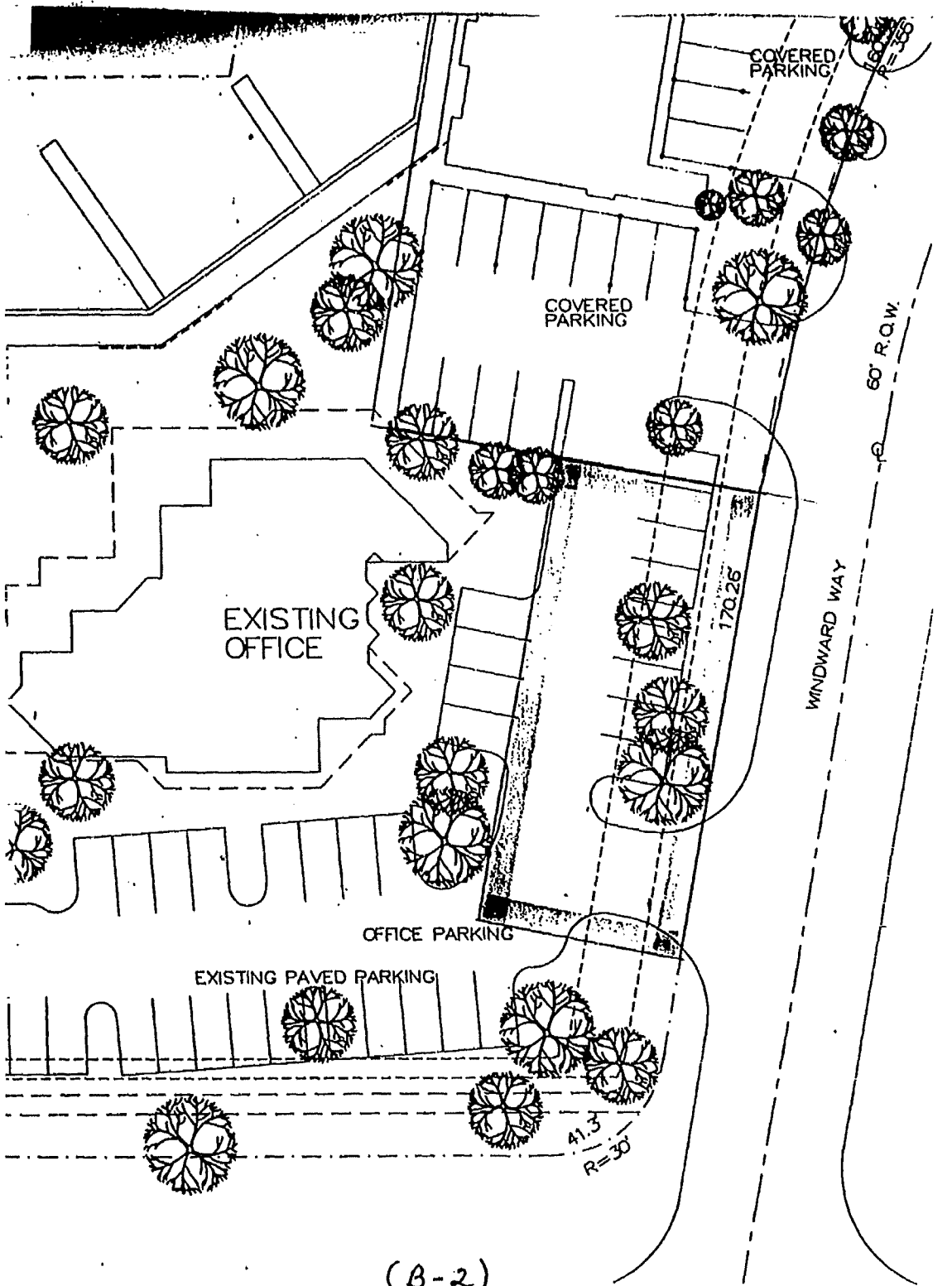
thence, continue N 01 degrees 04' 58" W, 54.00 feet to a point on the Southerly right-of-way line of Windward Way;

thence, N 89 degrees 54' 43" E, along said right-of-way line 120.00 feet to a point;

thence, S 01 degrees 04' 58" E, 54.00 to a point;

thence, S 89 degrees 54' 43" W, 120.00 feet to the Point of Beginning.

EXHIBIT B
(B-1)



(B-2)

Rec. 6-00

FILED FOR RECORD
CLERK OF CIRCUIT COURT
INDIAN RIVER COUNTY, FLA.

66 MAR 22 PH 4: 24

AFFIDAVIT

544364

CLERK OF CIRCUIT COURT
INDIAN RIVER COUNTY, FLA.
BY *[Signature]* D.C.
MacWilliam

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

BEFORE ME, the undersigned authority, personally appeared DAVID C. PAGE, who, after first being duly sworn, deposes and says:

1. That he is employed by THE MOORINGS HARBOR, INC., a Florida corporation and was, at all times herein mentioned, its Executive Vice President.
2. That THE MOORINGS HARBOR, INC., is a developer of Harbor Inn North, a condominium, same being recorded at Official Record Book 792, page 784, public records of Indian River County, Florida.
3. That sufficient number of contracts have been entered into to assure satisfactory condominium operation, thus satisfying the condition of paragraph 21 of the said Declaration of Condominium.

FURTHER AFFIANT SAYETH NOT.

[Signature]
DAVID C. PAGE

SWORN AND SUBSCRIBED before me in the County and State last aforesaid on this 21st day of March, 1988.

[Signature]
NOTARY PUBLIC, State of Florida
at Large. My Commission expires
2-5-89

Return To: George G. Collins, Jr., Esquire
P. O. Box 3686
Vero Beach, Florida 32964

Prepared By:
George G. Collins, Jr.
Collins, Brown, Caldwell
Chartered, Attorneys At Law
P.O. Box 3686 - 744 Beachland Blvd.
Vero Beach, Florida 32960

HARBOR INN NORTH
RULES AND REGULATIONS

PREMISES

1. Owners and/or tenants are responsible for any damage or defacing of property which they or their guests have caused.
2. No nuisances will be allowed on the common property or limited common property, nor any use or practice that is a source of annoyance to residents.

UNIT

1. In order to harmonize with the building exterior, all shades, blinds, draperies, and curtains hereafter installed will be white or off-white when viewed from the exterior side.
2. Personal property shall not be left outside units when no one is in residence.
3. Owners and/or tenants will not cause anything to be hung, displayed, or placed on the exterior walls, doors, or balconies. Clotheslines or similar devices, "For Rent" or "For Sale" signs are not allowed.
4. No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or on the condominium premises.
5. No sign, advertisement, notice, object, awning, screen, plastic or glass enclosure shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the condominium premises visible from the exterior of the buildings or from common areas without the prior written consent of the Association to maintain uniformity of exterior appearance.
6. All common areas inside and outside the buildings will be used for their designed purposes and no articles belonging to unit owners shall be kept therein or thereon without the approval of the Association. Such areas shall at all times be kept free of obstruction.
7. Disposition of garbage and trash shall be only by use of receptacles approved by the Association.
8. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, stereos, singing and playing of musical instruments shall be regulated to sound levels that will not disturb others.
9. Owners of units, other than on the ground floor of the condominium, must use sound-deadening materials in the installation of floor tiles, parquet, or similar floor treatments.

MANAGER *

1. When an Owner is not in residence, and he wishes a lessee(s) or guest(s) to use his Unit and all common facilities, the Owner shall give to the Manager, in writing, the names of his lessee(s) or guest(s), the length of stay in the Unit, and the time of their arrival and departure. If the Owner is in residence,

EXHIBIT O

oral notice to the Manager will be sufficient. Owners are responsible for advising their lessee(s), or guest(s) of the provisions of the Declaration of Condominium, and Rules and Regulations of Harbor Inn North and for their adherence thereto. Any violation of the rules by lessees or guests shall be the responsibility of the Owner.

2. The Manager shall, at all times, have a key to each Unit. No condominium Unit owner shall alter any lock nor install any new lock on any doors leading to his condominium Unit without the knowledge of the Manager. If the lock is changed, the Manager shall be provided with a key.

* This section applies at such time as a manager is provided.

VEHICLES - PARKING

1. Owners and tenants must park in their assigned garage, except for visits of short duration to the unit.
2. Passenger automobiles that do not exceed the size of one parking space may be parked only in the areas provided for that purpose.
3. Commercial type vehicles, boat trailers, house trailers, motor homes, trucks, vans, motorcycles, etc. are not to be parked on the condominium premises, except such vehicles as are owned by the owner or renter of the unit may be left in the garage space designated for the said unit.
4. Garage doors shall be kept closed whenever possible.
5. No inflammable materials shall be stored upon any portion of Condominium premises.

PETS

1. Usual household pets may be permitted on the condominium premises only with the advance written consent of the Board of Directors.
2. Pets shall not be allowed to run free. They must be kept on a lead, under proper control and walked off the condominium premises.
3. The owner of any pet causing or creating a continuing nuisance or unreasonable disturbance will be given no more than two warnings of disapproval of the pet's misconduct; after warning, should the disturbance continue, the offending pet will be permanently removed from the condominium premises upon three (3) day's written notice from the Board of Directors. Pets shall not be kept in units by guests or renters except when their period of occupancy is in excess of three (3) months, with permission, in writing, of the Board of Directors as described in #1 above.

SALE OR RENTAL

1. The rental or sale of units requires the approval of the Board of Directors.
2. The rental period for units in the condominium shall be for a minimum of one (1) day.

CHILDREN

1. There shall be no restriction as to the minimum age of children who may live in or visit the condominium. It is well recognized however, that children may become a source of annoyance to adults, particularly young children. For this reason, the activities and behavior of all children, when upon the condominium's premises shall be regulated by an adult, including physical supervision where necessary. The Directors, or their designated representative, shall at all times have the authority to reasonably require that the owner, lessee, guests or other adult who is responsible for a particular child to remove him from any common area if the child's conduct is such that they believe this action is necessary.

GENERAL

1. These rules and regulations shall apply equally to owners, their family, guests and lessees.

PREPARED BY AND RETURN TO:
JAY STEVEN LEVINE, P.A.
3300 PGA Boulevard, Suite 570
Palm Beach Gardens, Florida 33410
(561) 627-3585

1974133
THIS DOCUMENT HAS BEEN
RECORDED IN THE PUBLIC RECORDS
OF INDIAN RIVER COUNTY FL
BK: 2319 PG:1978, Page1 of 3
02/11/2009 at 09:05 AM,

JEFFREY K BARTON, CLERK OF COURT

CERTIFICATE OF AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM OF HARBOR INN NORTH A/K/A HARBOR INN, #1, A CONDOMINIUM, HARBOR INN, #2, A CONDOMINIUM AND HARBOR INN, #3, A CONDOMINIUM AND THE BY-LAWS OF HARBOR INN AT THE MOORINGS ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium of Harbor Inn North a/k/a Harbor Inn, #1, a Condominium was recorded in Official Record Book 0792, at Page 0784, Public Records of Indian River County, Florida;

WHEREAS, the Declaration of Condominium of Harbor Inn, #2, a Condominium was recorded in Official Record Book 815, at Page 1540, Public Records of Indian River County, Florida;

WHEREAS, the Declaration of Condominium of Harbor Inn, #3, a Condominium was recorded in Official Record Book 847, at Page 0549, Public Records of Indian River County, Florida;

WHEREAS, pursuant to Section 14 of each Declaration, each Declaration may be amended by the approval of not less than 75% of the voting interests by the owners in each Condominium and the approval from a majority of the Board of Directors at a Board meeting;

WHEREAS, pursuant to Section 11.2 of the By-Laws, the By-Laws may be amended by the approval of a majority of the entire membership of the Board of Directors and by not less than 2/3 of the voting interests of the entire membership of the Association;

WHEREAS, at a Board meeting held Nov. 14, 2008, not less than a majority of the entire membership of the Board of Directors voted to approve of the amendments to the Declarations and By-Laws as set forth in Exhibit "1" to this certificate;

WHEREAS, at a membership meeting held on November 14, 2008, 75% of the voting interests of the owners in each Condominium approved of the proposed amendment to each Declaration and not less than 2/3 of the voting interests of all members of the Association did vote to approve of the amendment to the By-Laws in the particulars as set forth in Exhibit "1" to this certificate;

WHEREAS, the certificate of the amendment and Exhibit "1" shall be filed in the Public Records of Indian River County, Florida.

Exhibit "1"

**AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM OF HARBOR INN
NORTH A/K/A HARBOR INN, #1, A CONDOMINIUM, HARBOR INN, #2, A
CONDOMINIUM AND HARBOR INN, #3, A CONDOMINIUM AND THE BY-LAWS OF
HARBOR INN AT THE MOORINGS ASSOCIATION, INC.**

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (----) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

I. Declarations of Condominium

1. Section 5.1(5) of each Declaration of Condominium shall be amended to read as follows:

"I. COMMON ELEMENTS --

(5) Enlargement or material alteration of or substantial additions to the common elements may be effectuated only by amendment to the declaration. The existing plywood siding may be replaced with a pre-finished Hardi board lap siding, with horizontal slats, with a color which is substantially similar to that which exists on the date of this amendment."

II. By-Laws

2. Section 7.3 of the By-Laws shall be amended to read as follows:

"(3) ~~EMERGENCY SPECIAL ASSESSMENTS~~ -- Assessments for the proper expenses of emergencies which cannot be paid from the ~~contingency account~~ shall may be made only by the Board of Directors, and the time of payment shall likewise be determined by them."