

AMENDED  
CERTIFICATE OF SURVEYOR  
THE POINTES, DOCKS

Indian River County, Florida

I, James A. Fowler,

certify as follows:

1. That I am a land surveyor, duly authorized to practice in the State of Florida, having Certificate of Registration No. 3435, State of Florida.

2. That this Amended Certificate is made as to the survey of The Pointes Docks recorded at O.R. Book 768, page 964; The Declaration of Condominium for The Pointes #1, a condominium, recorded at O.R. Book 743, page 240; and the Declaration of Condominium for The Pointes #2, a condominium, recorded at O.R. Book 0792, page 1837. All in the public records of Indian River County, Florida.

3. That the construction of the improvements described in the foregoing Declarations of Condominium is sufficiently complete so that with the survey of docks as set forth in an exhibit attached hereto, together with the wording of the foregoing Declarations of Condominium, there can be determined therefrom the identification, location and dimensions of each slip, and that it is an accurate representation of the location and dimensions of the improvements.

4. This amendment is being provided to show the addition of slips 30 and 31 together with the alteration of slips 22, 23, 24 and 25.

James A. Fowler  
Land Surveyor, Certificate of  
Registration No. 3435,  
State of Florida.

Sworn to and subscribed before me,  
this 11<sup>th</sup> day of MARCH,  
1988.

Claudia E. Harper  
Notary Public, State of Florida  
at Large. My Commission expires:  
3-17-88

ADDENDUM TO: THE POINTES DOCKS,  
PLAN FOR DEVELOPMENT, REPAIR &  
MAINTENANCE

BY C. Wright  
FREDA WRIGHT  
CLERK OF CIRCUIT COURT  
INDIAN RIVER CO., FLA.  
D.C.

88 MAR 28 PM 12:36

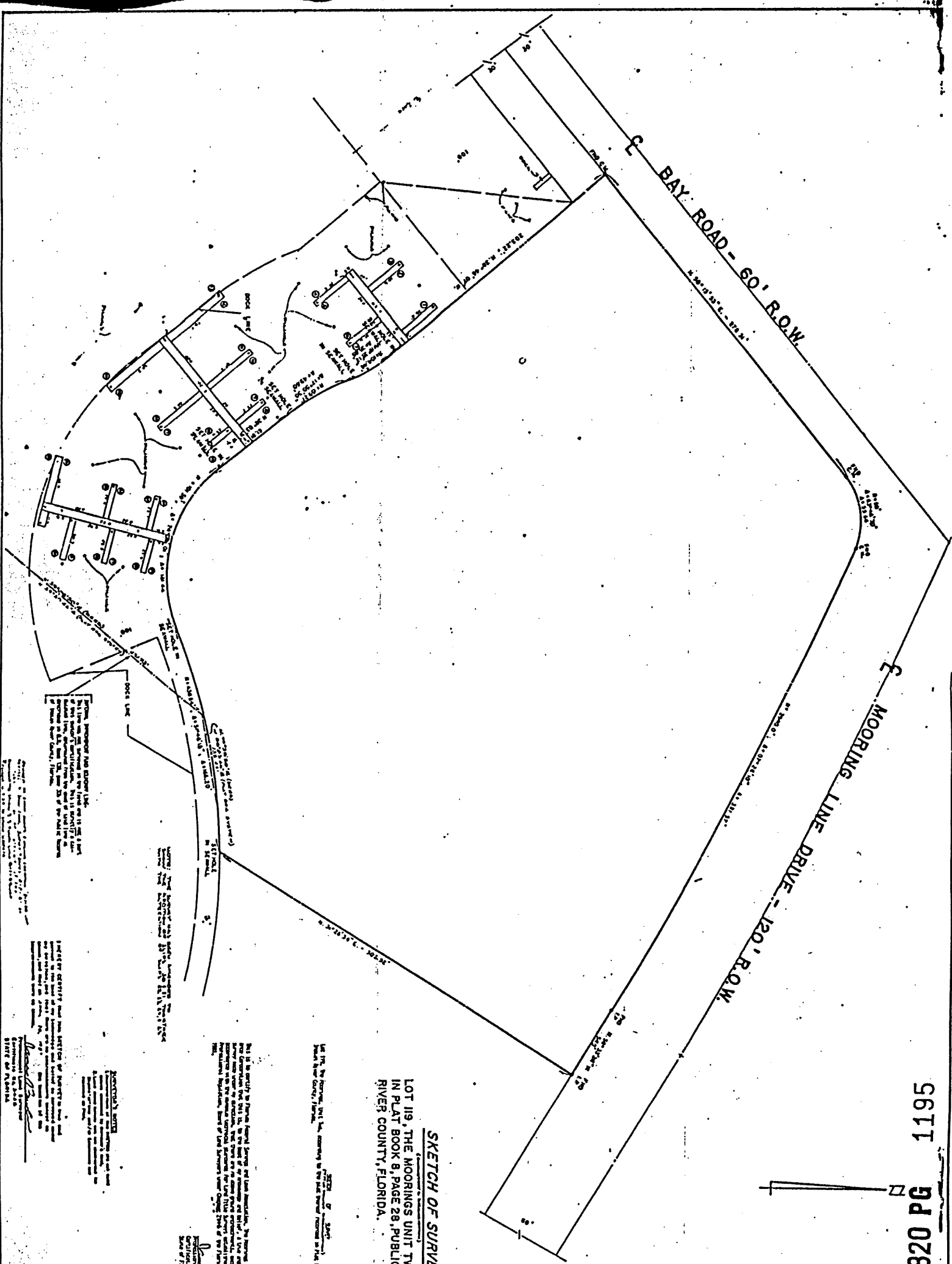
FILED FOR RECORD  
AND PAGE ABOVE  
CORRECTLY VERIFIED

O.R. 0820 PG 1194

Return: Dorothy Hudson

16 30  
400

SCALE: P.S. 30



**SKETCH OF SURVEY**  
 LOT 119, THE MOORINGS UNIT TWO, AS RECORDED  
 IN PLAT BOOK 8, PAGE 28, PUBLIC RECORDS OF INDIAN  
 RIVER COUNTY, FLORIDA.

Let it be certified that the foregoing is a true and correct copy of the original survey as shown to the undersigned by the surveyor, James A. Fowler, on this 1st day of February, 1955, at Indian River County, Florida.

*James A. Fowler*  
 Surveyor

Notes: The survey was made by the undersigned on the 1st day of February, 1955, and the same is hereby certified to be a true and correct copy of the original survey as shown to the undersigned by the surveyor, James A. Fowler, on this 1st day of February, 1955, at Indian River County, Florida.

NOTICE OF DEED: This deed is subject to the provisions of the Florida Statutes, Chapter 68, and the provisions of the Florida Constitution, Article X, Section 10, which provide that any deed conveying land in this State shall be subject to the provisions of the Florida Statutes, Chapter 68, and the provisions of the Florida Constitution, Article X, Section 10.

**JAMES A. FOWLER**  
 Surveyor  
 1555-0

THE POINTES DOCKS  
PLAN FOR DEVELOPMENT, REPAIR AND MAINTENANCE

WHEREAS, the Developer has obtained the necessary permits for the construction of the dock improvements riparian to The Project, which permits are Permit number 86-IPK-20083 issued by the United States Army Corps of Engineers, and Permit number 31-110329-4 issued by the Department of Environmental Regulation, State of Florida, the conditions of the said permits both being incorporated herein by reference.

WHEREAS, the Developer has constructed certain dock improvements riparian to the Association property serving the condominiums which have or may be constructed on certain property, on Lot 119 THE MOORINGS Unit 2 which are or may be designated, "The Pointes, #\_\_\_", (herein designated "The Project"), which Declaration for The Pointes #1 is recorded at Official Records Book 743 page 223, the Declaration for The Pointes #2 is recorded at Official Records Book 792 page 1837, and the Declaration for The Pointes #3 is recorded at Official Records Book 820, page 1128, each being recorded in the Public Record of Indian River County, and,

WHEREAS, the Developer has caused to be recorded in the Public Records of Indian River County its Certificate of Surveyor for The Pointes Docks at Official Record Book 768 page 964, together with the Amended Certificate of Surveyor, The Pointes, Docks recorded at Official Record Book 793 page 2802, and,

WHEREAS, the Developer, by its "Assignment of Limited Common Area" has conveyed over to certain unit owners in The Project the exclusive use of certain of the slips riparian to thereto, and,

WHEREAS, The Developer and Slip Assignees are desirous of describing their respective responsibilities, obligations, and share of the costs related to the maintenance and repair of the said Pointes Docks,

NOW THEREFORE, the Developer and Association declare as follows:

1. The slips are Association property, the exclusive use of which has been or may be assigned by the Developer, at its own discretion and for consideration, to owners in The Project as a "Limited Common Area".

2. The grant of right to the exclusive use of the Limited Common Area by the Developer shall be evidenced by an irrevocable assignment executed by the Developer in recordable form and recorded in the Public Records of Indian River County, Florida. This irrevocable assignment may be made at the time the Unit owner acquires fee title to the condominium Unit or any subsequent time, provided the Assignee is still an owner in The Project. Any subsequent grant, assignment or exchange of the Limited Common Areas may only be between Unit owners in The Project and shall, likewise, be evidenced by an irrevocable assignment executed in recordable form and recorded in the Public records of Indian River County, Florida. A copy of all such recorded Assignments shall be submitted to, and retained by, the Association.

3. The exclusive use of the slips (Limited Common Area) may be assigned by the Developer or a Unit owner separate and apart from the sale or conveyance of a Unit and may not be subsequently assigned, granted, or exchanged by a Unit owner to another Unit owner in this or other condominiums in The Project until such time as all slips which are Limited Common Areas are assigned by the Developer or two years from the date of recording of the first Declaration in the Project, whichever last occurs, unless waived in writing by the Developer. The grant of Exclusive Use

of the Limited Common Areas may be made by the developer until all docks are assigned, notwithstanding the transfer of control of the Association to the members.

4. If a unit owner conveys their unit in The Project, and does not own any other unit in The Project, then the conveyance shall also include the Assignment of the Exclusive Use (not warranted) of any slip then assigned to them, notwithstanding lack of specific mention of the assignment of the slip in the deed or other conveyancing instruments.

5. Any expenses related to the maintenance, repair, electric (not related to a particular slip, which shall be separately metered and invoiced), water and such submerged land rental fees as may be assessed by the State of Florida will be apportioned proratably among the assignees of the use of the limited common areas comprising the boat slips and separately assessed as a common expense to the particular dock slip owner. Each Assignees' share of common expenses related to the maintenance and repair of the docks riparian to The Project is set forth in Exhibit A hereto.

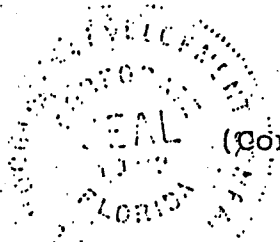
6. The Developer or Association may chose to expand the docking facilities at The Pointes. Should this Expansion occur, the individual share of each slip Assignee will be change per the following formula:

$$\text{Assignees' Share} = \frac{\text{lineal feet of the particular slip}}{\text{total lineal feet of all slips then constructed}}$$

All future plans for expansion of the facilities are contingent upon approval by local, State, and other governmental agencies. The dock plan is subject to changes and modifications as may be imposed by regulatory agencies, or as deemed desirable by the Developer in its sole discretion. The plan may be permitted and constructed in whole or in part and, further, may be constructed at one time or in phases.

7. The rules and Regulations governing the use of the slips at The Project are attached hereto as Exhibit "B". All slip Assignees agree to conduct themselves in accordance with their requirements.

17<sup>th</sup> IN WITNESS WHEREOF, we set our hands and seals this day of January, 1989.



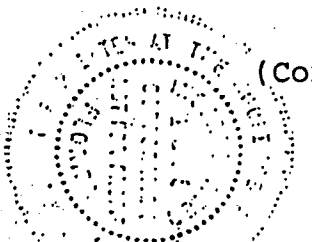
(Corp. seal)

THE MOORINGS DEVELOPMENT COMPANY

BY: [Signature]  
President

THE POINTES AT THE MOORINGS ASSOC.

BY: [Signature]  
President



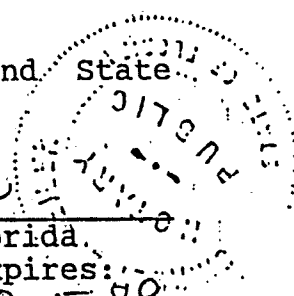
(Corp. seal)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take

acknowledgements, personally appeared DONALD C. PROCTOR,  
of The Moorings Development Company, well know to me to be the  
PRESIDENT of the corporation named in the  
foregoing instrument, and that he acknowledged executing the same  
freely and voluntarily under authority duly vested in him by said  
corporation and that seal affixed thereto is the true corporate  
seal of said corporation.

WITNESS my hand and official seal in the County and State  
last aforesaid this 17<sup>th</sup> day of January, 1989.

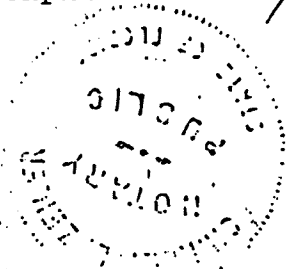
Shirley L. Ziller  
Notary Public, State of Florida.  
at Large. My commission expires: 2-5-89



I HEREBY CERTIFY that on this day before me, an officer duly  
authorized in the State and County aforesaid to take  
acknowledgements, personally appeared DONALD C. PROCTOR,  
of The Pointes at the Moorings Association, Inc. well know to me  
to be the PRESIDENT of the corporation named in  
the foregoing instrument, and that he acknowledged executing the  
same freely and voluntarily under authority duly vested in him by  
said corporation and that seal affixed thereto is the true  
corporate seal of said corporation.

WITNESS my hand and official seal in the County and State  
last aforesaid this 17<sup>th</sup> day of January, 1989.

Shirley L. Ziller  
Notary Public, State of Florida  
at Large. My commission expires: 2-5-89



SHARE OF MAINTENANCE AND REPAIR EXPENSES FOR  
THE POINTES DOCKS

DOCK #	LENGTH	PERCENTAGE
1	30'	2.956
2	30'	2.956
3	30'	2.956
4	30'	2.956
5	30'	2.956
6	30'	2.956
7	30'	2.956
8	25'	2.463
9	25'	2.463
10	40'	3.941
11	40'	3.941
12	50'	4.926
13	50'	4.926
14	50'	4.926
15	50'	4.926
16	40'	3.941
17	40'	3.941
18	25'	2.463
19	25'	2.463
20	25'	2.463
21	25'	2.463
22	25'	2.463
23	25'	2.463
24	35'	3.446
25	50'	4.926
26	25'	2.463
27	25'	2.463
28	25'	2.463
29	25'	2.463
30	30'	2.956
31	30'	2.956
	1015'	100%

## DOCKSIDE RULES AND PROCEDURES AT THE POINTES

It is our desire to provide safety and comfort for all our guests. For this reason, we request observation of the following rules while your boat remains at The Pointes.

1. Manatee awareness is encouraged. All slip owners should read the provided manatee materials.
2. There will be no time share leases of boat slips.
3. Prior written approval is required for use of any slip by a boat that is not owned by the owner of the particular slip.
4. Not more than fifty percent (50%) of the total slips may be used by power boats.
5. When a boat enters The Moorings Channel, it immediately comes under the jurisdiction of The Moorings. Obey rules of the road.
6. Powerboats must proceed at slow speeds at all times outside the established Intracoastal Waterway Channel in the Interinlet area.
7. Only pleasure boats, in good condition and under their own power, shall be permitted to berthing area.
8. No discharge of any kind of any substance is allowed in the adjacent waters. Refuse shall not be thrown overboard. Garbage shall be deposited in container for such purposes.
9. Boat owners shall not store supplies, materials, or debris on walkways.
10. Repairs or refitting of boats at docks is prohibited.
11. Use discretion in operating TV or radios so as not to create a nuisance. Generators, blowers, or other noisy machinery shall not be operated between 7:00 P.M. to 8:00 A.M. except by departing boats.
12. Business or professional services may not be conducted aboard; advertising signs are prohibited; also, the solicitation of business or sale of merchandise.
13. Laundering and drying of laundry on docks, finger piers, decks or rigging is not permitted.
14. The use of charcoal burners, gasoline operated vehicles or open flame equipment at dockside is prohibited.
15. Owners of boats kept at The Pointes docks must maintain all insurance, including, but not limited to hurricane, windstorm, lightning, water or damage from floating objects, which insurance must name the Association as additional loss payee, and also naming the Developer as loss payee so long as Developer owns one unit or dock in The Pointes. The owner and any user shall hold the Association and the Developer harmless in case of any damage arising from the use of The Pointes docks. No insurance carried by Lessee shall permit any right of subrogation by owner, or user against the Association or Developer.
16. All boats shall have holding tanks and shall not pump out in the basin.

17. Boatlifts will not be permitted unless prior written approval is obtained from the Association. In order to obtain approval, full plans and specifications must be made available and construction may not materially vary from such plans and specifications if approved. The detail of how the proposed lift connects to the dock must be shown in detail. Assurances must be given to the Association that the proposed design does not diminish the structural integrity of the dock, nor that it will interfere with the use of any other slip at The Pointes.

18. The use of any approved boat lift must be such that it does not interfere with the view from any unit in The Pointes. To that end, the bottom of the boat may only be lifted one foot above the mean high water.

19. Violation of the above rules and regulations, disorder, or indecorous conduct by a patron or his crew or guests that might injure a person, cause damage to or harm the reputation of the marine, shall be cause for immediate removal from the basin of the boat in question.

NO WAKE, PLEASE]



RECORD VERIFIED  
JEFFREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA

THE POINTES #1, A CONDOMINIUM  
THE POINTES #2, A CONDOMINIUM  
THE POINTES #3, A CONDOMINIUM  
AMENDMENT TO THE DECLARATIONS OF CONDOMINIUM

acc. # 10.53

We, DONALD C. PROCTOR, President, and DAVID C. PAGE, Secretary, of THE POINTES AT THE MOORINGS ASSOCIATION, INC., a corporation not for profit, with offices located at 2125 Windward Way, Vero Beach, Florida, a condominium association for THE POINTES #1, a condominium, THE POINTES #2, a condominium, and THE POINTES #3, a condominium, located in Indian River County, Florida, pursuant to: a Meeting of The Membership held June 28, 1988, at which a quorum was present and voting throughout; the Declarations of Condominium for THE POINTES #1, Official Records Book 743, page 223, THE POINTES #2, Official Records Book 792, page 1837, THE POINTES #3, Official Records Book 820, page 1128, all in the Public Records of Indian River County; do hereby amend the respective Declarations as follows:

By unanimous vote of those present, being greater than the percentage required for a Correctory Amendment of the Declaration of Condominium, to wit, fifty-one percent (51%), THE POINTES DOCKS PLAN FOR DEVELOPMENT, REPAIR AND MAINTENANCE, recorded at Official Records Book 820, page 1188, in the public records of Indian River County, is amended to and made a part of the Declarations of Condominium for THE POINTES #1, a condominium, THE POINTES #2, a condominium, and THE POINTES #3, a condominium.

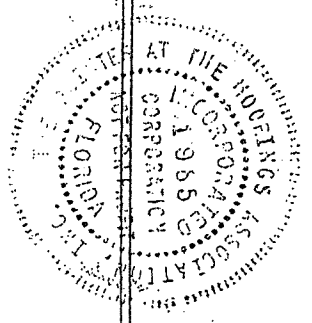
We further certify that this is a true copy of the Amendment to the Declarations of Condominium of THE POINTES, a condominium, as recorded in Official Records Book 651, page 2824, and amended in Official Records Book 760, page 750 and as amended in Official Records Book 795, page 2325, all in the public records of Indian River County, Florida.

This amendment ratifying, adopting and adding THE POINTES DOCKS PLAN FOR DEVELOPMENT, REPAIR AND MAINTENANCE to the said Declarations, is made and adopted this 28<sup>th</sup> day of November, 1989.

THE POINTES AT THE MOORINGS ASSOCIATION, INC.

BY: Donald C. Proctor Pres.  
DONALD C. PROCTOR, PRESIDENT

ATTEST: David C. Page  
DAVID C. PAGE, SECRETARY



STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take

acknowledgments, personally appeared DONALD C. PROCTOR and DAVID C. PAGE, well known to me to be the President and Secretary, respectively, of THE POINTES AT THE MOORINGS ASSOCIATION, INC., named in said instrument, and that they severally acknowledge executing the above freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal.

WITNESS my hand and official seal in the County and State last aforesaid this 29<sup>th</sup> day of January, 1990.

*Shirley L. Zeller*

Notary Public, State of Florida at Large  
My commission expires: 2-5-93

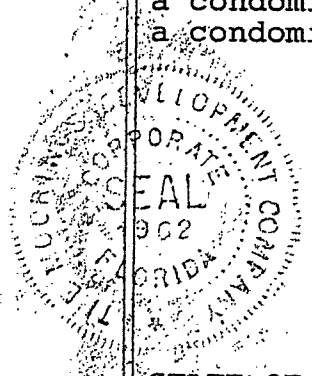


DEVELOPER CONSENT: The Moorings Development Company as the Developer of THE POINTES, a phased condominium, under the conditions and terms of the Declarations of Condominium of said condominiums does hereby consent to the foregoing Correctory Amendment to the Declarations of Condominium for THE POINTES #1, a condominium, THE POINTES #2, a condominium, and THE POINTES #3, a condominium.

THE MOORINGS DEVELOPMENT COMPANY

BY: *Donald C. Proctor*  
DONALD C. PROCTOR, PRESIDENT

ATTEST: *David C. Page*  
DAVID C. PAGE, SECRETARY



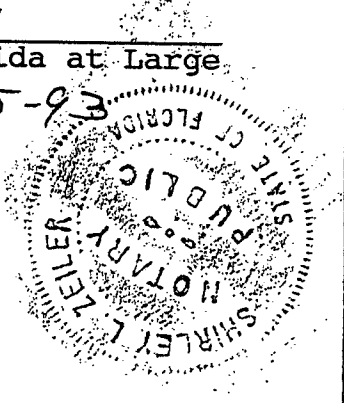
STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DONALD C. PROCTOR and DAVID C. PAGE, well known to me to be the President and Secretary, respectively, of THE MOORINGS DEVELOPMENT COMPANY named in said instrument, and that they severally acknowledge executing the above freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal.

WITNESS my hand and official seal in the County and State last aforesaid this 29<sup>th</sup> day of January, 1990.

*Shirley L. Zeller*

Notary Public, State of Florida at Large  
My commission expires: 2-5-93



THIS INSTRUMENT PREPARED BY:

DOROTHY A. HUDSON, ESQUIRE  
DOROTHY A. HUDSON, CHARTERED  
2125 WINDWARD WAY, SUITE 200  
VERO BEACH, FLORIDA 32963  
407/231-4748

*Return to:*  
*C*