

**SECOND AMENDED DECLARATION OF RESTRICTIONS AND LIMITATIONS  
CONCERNING OWNERSHIP, TRANSFER AND USE OF DOCKS AND PIERS IN THE  
INDIAN RIVER, MARTIN COUNTY, FLORIDA, ADJACENT TO JOE'S POINT**

WHEREAS, JOE'S POINT VENTURE LIMITED PARTNERSHIP ("Developer"), as Developer, has caused to be filed a certain Planned Unit Development Agreement, dated July 24, 1979 and recorded in Official Records Book 476, Page 2813, Public Records of Martin County, Florida and has caused the improvements anticipated thereby to be completed and the Operating Association to be organized as JOE'S POINT HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit ("Association"); and

WHEREAS, the Developer has also caused to be erected upon the submerged lands and shore of the Indian River, one main pier with a number of finger piers connected thereto, thus creating twenty-seven (27) dock spaces suitable for mooring pleasure boats and yachts, and has agreed to sell and transfer partial and common ownerships therein to a limited number of owners within Joe's Point; and

WHEREAS, the Developer has recorded a certain Declaration of Restrictions and Limitations Concerning Ownership, Transfer and Use of Docks and Piers in the Indian River, Martin County, Florida, adjacent to Joe's Point ("Declaration"), at Official Records Book 510, Page 2667 through 2669 inclusive and as amended and restated by that certain Amended Declaration of Restrictions and Limitations Concerning Ownership, Transfer and Use of Docks and Piers in the Indian River, Martin County, Florida, adjacent to Joe's Point ("Amended Declaration") recorded at Official Records Book 523, Pages 1190 through 1192 inclusive; and

WHEREAS, Developer has been dissolved and Association is the successor in interest to Developer and is the lessee of the submerged land upon which the aforesaid docks and piers are constructed; and

WHEREAS the Association and each owner of one or more of the twenty-seven (27) dock spaces (collectively "Dock Owners") wishes to substitute and replace completely that Amended Declaration of Restrictions with this Second Amended Declaration of Restrictions and Limitations Concerning Ownership, Transfer and Use of Docks and Piers in the Indian River, Martin County, Florida, adjacent to Joe's Point ("Second Amended Declaration");

NOW THEREFORE, the undersigned Association and each owner of one or more of the twenty-seven (27) dock spaces (collectively "Dock Owners") hereby join in making the following this Second Amended Declaration.

1. All piers are to be kept in a neat, clean and uncluttered condition. Store water hoses on hangars mounted on pilings and store extra lines and other boating paraphernalia in dock boxes or boats.

2. Trash and other debris shall be deposited in trash containers provided on the dock or carried from the dock and properly disposed elsewhere.

3. Dock user vehicle parking shall comply with the current version Joe's Point Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements.

4. Dinghies and small sailboats which can be launched and taken from the water by hand may be launched from the main pier.

5. Fishing from the main pier or the finger piers shall not interfere with the operation of any boat.

6. No owner or user of a yacht, boat or other vessel shall allow any person or persons to reside aboard or stay aboard any such yacht, boat or vessel for one night or more while the same is docked at any pier located within this dock facility, nor shall any owner or user permit the discharge of any waste material into the waters of the Indian River while the said yacht, boat or vessel is docked or located within the vicinity of the said dock facility.

7. JOE'S POINT HOMEOWNERS ASSOCIATION, INC. shall own the main pier and operate and maintain all portions of the facility. However, the Dock Owners shall be responsible for all costs and expenses associated with the operation and maintenance of the pier and all portions of the facility. These shall include not only budget annual expenses described in paragraph 9 hereof, but also any extraordinary expenses, including but not limited to, the uninsured costs of repair after casualty. JOE'S POINT HOMEOWNERS ASSOCIATION, INC. may establish and enforce reasonable rules and regulations for the maintenance and operation of said dock facility in keeping with the full intent and meaning of these Restrictions.

8. Each numbered dock space shall include a one-twenty-seventh (1/27) share of interest, in common with the owners of other dock spaces, in the entire pier structure, and its facilities and systems for water, electrical and any other services, and as owner of such an interest shall be responsible for its share of the costs of maintaining the same in a good state of repair.

9. JOE'S POINT HOMEOWNERS ASSOCIATION, INC. shall assess each Dock Owner on a quarterly basis for his share of the common expenses of the docks and piers which shall include, but not be limited to license fees and rentals, bond premiums, insurance premiums, electricity, water, management, repairs and takes. Additionally, the Association may levy special assessments against the Dock Owners as in its discretion determines is necessary for unbudgeted extraordinary expenses of operating or maintaining the pier and all portions of the facility, including but not limited to, the uninsured costs of repair after casualty. All assessments and special


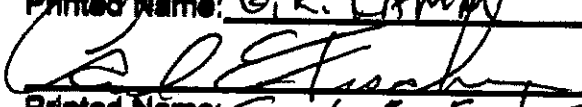
assessments shall be paid within thirty days from date of billing. Payment of such assessments may be enforced as if the same were common expenses for which lot owners are liable under the terms of the Sixth Amended Declaration of Covenants, Conditions, Restrictions and Easements, Joe's Point, recorded commencing at Official Records Book 1581, Page 0247, Martin County Public Records, as amended from time to time and all other declarations, limitations, conditions, restrictions and easements of record, governing the lot of the particular dock owner. A separate bank account (or accounts) shall be set up for these funds.

10. Cleaning of fish is permitted at the fish cleaning station only.

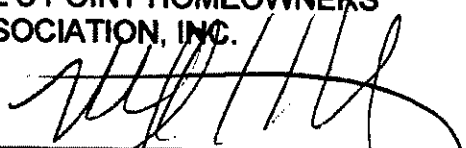
11. No dock space nor any interest therein can be sold, rented, licensed, loaned or used in any manner by anyone who is not an owner of a lot in Joe's Point without the prior written approval of the Joe's Point Homeowners Association, Inc.

IN WITNESS WHEREOF, the ASSOCIATION and the undersigned Dock Owners have caused their representative seal to be affixed and this amendment to the Amended Declaration to be subscribed to on this 17 day of APRIL 2006.

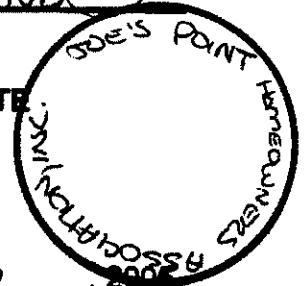
WITNESSES:

  
Printed Name: G.R. Camp  
  
Printed Name: Carl E. Fisher

JOE'S POINT HOMEOWNERS  
ASSOCIATION, INC.

By:   
Its: WILLIAM MICHAUD

CORPORATE  
SEAL



STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on APRIL 17, 2006, by WILLIAM MICHAUD, as PRESIDENT of Joe's Point Homeowners Association, Inc. [ ] who is personally known to me, or [X] who has produced identification [Type of Identification: DRIVERS LICENSE].

Notarial Seal



DIANE D. HARRISON  
MY COMMISSION # DD 278662  
EXPIRES: February 20, 2008  
Bonded Thru Budget Notary Services

  
Notary Public

Dock Owners:

Robert Ryba 7/6  
ROBERT RYBA

Alvin Gonzalez 37  
ALVIN GONZALEZ

Jon Gillette 30  
Jon Gillette

Norman Perry 19  
NORMAN PERRY

Richard Zeidler 24  
RICHARD ZEIDLER

Richard Zeidler 25  
RICHARD ZEIDLER

Thomas Haas 29  
THOMAS HAAS

Cynthia Smithson 21  
CYNTHIA SMITHSON

Helmut Kueck 10  
HELMUT KUECK

David A. Duran 8/9  
DAVID A. DURAN

Joe Schulteis 11  
JOE SCHULTEIS

Gary Chank 23  
GARY CHANK

Teresa Charles 15  
TERESA CHARLES

Wedgeanny Carr-Mason 28  
WEDGEANNY CARR-MASON

Lon Danielson 20  
LON DANIELSON

Cecile Adams 8  
CECILE ADAMS

Larry Glickman 14  
LARRY GLICKMAN

Gail Fleury 14  
GAIL FLEURY

Arthur Lane 13  
ARTHUR LANE

DANIEL DURAN  
JOE SCHULTEIS  
GARY CHANK

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on APRIL 17, 2006, by the above signed dock owners Joe's Point Homeowners Association, Inc. [ ] who is personally known to me, or [X] who has produced identification [Type of Identification: DRIVERS LICENSES].

Notarial Seal



DIANE D. HARRISON  
MY COMMISSION # DD 278662  
EXPIRES: February 20, 2008  
Bonded thru Budget Notary Services

Diane Harrison  
Notary Public

Dock Owners:

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*Alan Finegold* ALAN FINEGOLD  
*Elizabeth Finegold* ELIZABETH FINEGOLD

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COMMONWEALTH OF PENNSYLVANIA  
~~STATE OF FLORIDA~~  
COUNTY OF ALLEGHENY

The foregoing instrument was acknowledged before me on January 30, 2005, by the above signed dock owners Joe's Point Homeowners Association, Inc. [ ] who are personally known to me, ~~or [ ] who has produced identification [Type of Identification: XX]~~



*Georganna Brooks*  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Georganna Brooks, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Nov. 15, 2006  
Member, Pennsylvania Association Of Notaries

My commission expires: