

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESERVATIONS, AND
RESTRICTIONS OF DOCK AND PIER USE AND OWNERSHIP
FOR
MARBRISA DEVELOPMENT**

The purpose of this Amended and Restated Declaration is to continue the purposes of the Declaration of Covenants, Conditions, Reservations and Restrictions of Dock and Pier Use and Ownership for Marbrisa Development in Official Records Book 977, Page 264 et. seq. in the Public Records of Indian River County, Florida. All provisions of this Amended and Restated Declaration and all exhibits hereto shall be construed to be covenants running with the land.

W I T N E S S E T H:

WHEREAS, the property in Indian River County, Florida, as described on attached Exhibit "A", has been developed as the Marbrisa Development; and

WHEREAS, that certain Modified Sovereignty Submerged Land Lease, executed by the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Lessor, was recorded in Official Records Book 964, Page 137, Public Records of Indian River County, Florida. This Declaration of Covenants, Reservations, and Restrictions is subject to the said Modified Sovereignty Submerged Land Lease; and

WHEREAS, a boat dock and pier facility has been constructed on the river portion of the property being described in Exhibit "B", which is attached hereto and made a part hereof; and

WHEREAS, the ownership and use of the dock and pier facility is restricted in the manner set forth herein; rules and regulations concerning the same have been adopted; and the manner of management of the boat dock and pier facility has been provided for through the MARBRISA DOCK AND PIER ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association").

NOW, THEREFORE, for valuable consideration in hand paid and received the boat dock and pier facility is and shall be held, transferred, sold, conveyed, occupied, used, and rights of use assigned subject to these covenants, restrictions, reservations, easements, charges, and liens as hereinafter set forth.

ARTICLE I
DOCK AND PIER FACILITY

1. BOAT DOCK AND PIER FACILITY:

The boat dock and pier facility is as shown on Exhibit "C" attached hereto and made a part hereof and shall consist of the individually assigned boat dock slips and the pier, as described on Exhibit "C".

2. EXCLUSIVE USE:

The seventeen (17) boat dock slips numbered for identification as one (1) through seventeen (17) on the attached Exhibit "C", are reserved as an exclusive and transferrable right of use for a specific numbered boat slip and are transferrable from the registered user/assignee to another person, who is a property owner in the Marbrisa Development, subject to the terms of these covenants, conditions, reservations, and restrictions.

3. GENERAL USE:

A. The parking area, walkways, docks, and all areas other than the specific numbered boat dock slips, described above, are for the general use and enjoyment of all residents of the Marbrisa Development, subject to such rules and regulations as may be promulgated from time to time by the Association and by the MARBRISA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "HOA").

B. The specifically numbered boat dock slips as shown on Exhibit "C" are for the exclusive use and enjoyment of the individual boat dock slip assignees and future assignees subject to this Declaration and such rules and regulations as may be promulgated from time to time by the Association.

4. RIGHT TO ASSIGN:

The exclusive right of use of each of the specific numbered boat dock slips has been assigned to individuals, firms, or corporations in the form of a written assignment referring to a specific numbered boat dock slip. The form is set forth on Exhibit "D" attached hereto and made a part hereof. The individual boat dock slip assignee and future assignees shall have the right to transfer the exclusive right of use of the boat dock slip to other persons, firms or corporations who are record property owners in the Marbrisa Development. No person who is not a record owner of property in the said Marbrisa Development shall be eligible to become an exclusive user/assignee of any specific numbered boat dock slip. In the event a person or entity sells his or its property in the Marbrisa Development but does not assign said person's or said entity's exclusive right of use of his or its boat dock slip to another owner of property in the Marbrisa Development, then the Association shall have the continuing right and option at any time after sixty (60) days from the date of the sale or transfer by the said person or entity, by providing written notice of its intention to exercise this right and option within the said sixty (60) day period, to purchase from the person or entity so selling his or its property a reassignment of the exclusive right of use of the boat dock slip. The Association, shall pay to the said person or entity for the reassignment a sum equal to the price that said person or entity paid for the assignment of the exclusive right of use of the boat dock slip at the time of his or its purchase. The form of the reassignment shall be established by the ASSOCIATION, and the records of the Association shall be amended to reflect the reassignment. All assignees receiving assignments of exclusive rights of use of the boat dock slips shall be and are hereby bound by this provision and are bound by the obligation to reassign the exclusive right of use upon the date specified in the written notice from the Association, of its election to exercise the right and option to purchase the reassignment. In the event a person or entity so selling or transferring his or its property in the Marbrisa Development fails or refuses to

reassign his or its exclusive right of use of a boat dock slip upon the date specified in the written notice from the Association, then the original assignment of the exclusive right of use to the said person or entity shall be deemed void; said person shall be divested of and lose his or its entitlement to use the boat dock slip; all rights of use shall revert to and vest in the Association; and the obligation of the Association to pay a sum equal to the original purchase price shall cease and be void.

5. **OWNERSHIP:**

The boat dock and pier facility is owned ultimately by the Association subject to the terms and conditions of the Modified Sovereignty Submerged Land Lease described on page 1 hereof. The exclusive rights of use are specifically made subject to the Modified Sovereignty Submerged Lands Lease, including all of the rights thereunder held by the Board of Trustees of the Internal Improvement Fund, as the lessor, including but not limited to the rights of termination of the said Modified Sovereignty Submerged Lands Lease.

6. **FORM OF ASSIGNMENT.**

The form of assignment for individually numbered boat dock slips is as shown as Exhibit "D" attached hereto and made a part hereof. The form of assignment may be changed from time to time by the Association and the current approved assignment form shall be used for all subsequent assignments of individually marked boat dock slips.

ARTICLE II

MAINTENANCE AND REPAIR OF BOAT DOCK AND PIER FACILITY

1. **MAINTENANCE, REPAIR AND REPLACEMENT:**

All costs of the boat dock and pier facility, including but not limited to repair, maintenance, replacement, insurance, utilities, and all other costs, including any lease payments under the Modified Sovereignty Submerged Land Lease that are not paid by the assignee of an exclusive right of use of an individual boat dock slip, shall be paid by the Association. The assignee of an exclusive right of use of an individual boat dock slip shall be responsible for the upkeep and maintenance of the assigned boat slip and shall maintain appropriate liability insurance coverage for their boat and associated use of the dock. Proof of Insurance may be requested by the Board of Directors at any time.

2. **INDIVIDUAL BOAT DOCK SLIP ASSESSMENTS:**

The assignee of an exclusive right of use of any individual boat dock slip shall pay to the Association an annual assessment fee in an amount set by the Association from time to time. All such assessments shall be used exclusively for the costs and expenses set out in Article II, Section 1. Additionally, the Association shall have the authority to levy special assessments upon the assignees of the exclusive rights of use of boat dock slips upon approval of the Board of Directors for the purpose of covering extraordinary expenses, emergency repairs, capital improvements, or

any other necessary costs related to maintenance, operation, or replacement of the boat dock and pier facility. All annual assessments and special assessments shall be assessed equally among the seventeen (17) boat dock slip assignees.

ARTICLE III

OPERATION OF DOCK AND PIER FACILITY

1. GENERAL:

The boat dock and pier facility shall be operated under such rules and regulations as may be from time to time promulgated by the Board of Directors of the Association, and the boat dock and pier use and ownership shall be subject to those rules and regulations. Rules and regulations may also be promulgated by the HOA covering the parking area, walkways, and other areas commonly used for the enjoyment of the persons utilizing the use of the boat dock and pier facility.

All assignees of an exclusive right of use of any boat dock slip shall promptly observe and comply with the Modified Sovereignty Submerged Land Lease identified herein, including as the same may be hereinafter revised, or renewed, or a subsequent sovereignty submerged land lease executed, and all promulgated rules and regulations, and all present and future amendments to those documents, and all statutes, ordinances, rules, and regulations promulgated by any governmental body having jurisdiction over the boat dock and pier facility.

All assignees of an exclusive right of use of any boat dock slip shall not do or suffer to be done in or upon the boat dock and pier facility any act or thing that is of a disorderly or unlawful nature or a nuisance or that may cause damage to other boat dock slips, the boat dock and pier facility, or other assignees. Assignees shall be liable for the expenses of any maintenance, repair or replacement of other boat dock slips, the boat dock and pier facility, or personal property made necessary by his act or negligence, or by that of any of his guests, agents, or invitees. Each assignee has a duty to maintain his boat dock slip and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other boat dock slips, the boat dock and pier facility. If any condition, defect or malfunction, resulting from the assignee's failure to perform this duty causes damage to other boat dock slips, the boat dock or pier facility or property within other boat dock slips, the assignee of the offending boat dock slip shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. The Association may, but is not obligated to, repair the damage and hold the party responsible for all costs, secured by a lien against the applicable boat dock slip, which lien may be foreclosed in the same manner as the Association's lien for unpaid assessments.

In the event an assignee of an exclusive right of use of an individual boat dock slip violates a term or condition of the Modified Sovereignty Submerged Land Lease causing damage, to the Association, and to other boat dock slip assignees, the Association, and other boat dock slip assignees may have a claim for damages for such a breach, and said assignee acknowledges that the Association may temporarily or permanently enjoin, or revoke, or terminate the said assignee's right of use of the boat dock slip.

2. **PUBLICATION:**

The Association shall publish all of the rules and regulations governing the operation of the boat dock and pier facility and shall make a copy of the said rules and regulations available to members of the Association. Amendments to the rules and regulations may be made from time to time by the Board of Directors of the Association.

3. **TAXES:**

All real estate and ad valorem and non-ad valorem taxes or assessments that are or may be imposed upon the boat dock and pier facility shall be paid by the Association and any taxes assessed against the Association for the individual assigned and numbered boat dock slip shall also be paid by the Association, and charged to individual boat dock slip assignees who shall reimburse the Association, within thirty (30) days of billing or such other time as provided for in the rules and regulations of the boat dock and pier facility.

4. **LIENS:**

Each member is obligated to pay to the Association annual and special assessments which are secured by continuing lien upon the exclusive right of use of a boat dock against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within the time required by the Board of Directors, the assessment shall bear interest from the date of delinquency at the maximum rate allowable by Florida law; and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the exclusive right of use of a boat slip, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment provided for herein.

The said lien may be foreclosed or otherwise enforced as provided for in Article IV of the Marbrisa Declaration of Covenants and Restrictions as amended from time to time and as Filed of Record in Indian River County, Florida.

ARTICLE IV

GENERAL RESTRICTIONS

1. Only pleasure boats in good condition shall be permitted to be berthed at the boat dock and pier facility, including at the individually assigned boat slips.
2. Leasing of boat dock slips without the prior written consent of the Association is prohibited.
3. Commercial use of the boat dock and pier facility is prohibited.
4. There shall be no repair or refitting of boats at the boat dock and pier facility.
5. Liveaboards are prohibited.

6. Boat supplies and materials may only be stored in dock boxes where such boxes are permitted by the rules and regulations.
7. The HOA shall have the right to limited parking spaces in the basin parking area. (also known as the "Jungle Trail" parking.)
8. No boat dock slip, boat dock, or pier shall be built, rebuilt, repaired, or modified except by written authorization issued by the Association.
9. No refuse shall be thrown overboard; and no oil, spirits, inflammable material, or bilge shall be discharged into the basin.
10. No wake shall be permitted in the vicinity of the boat dock and pier facility.

ARTICLE V

AMENDMENT

1. RIGHT TO AMEND:

This Declaration may be amended upon approval by written consent of at least seventy-five (75%) of the assignees of an exclusive right of use of boat dock slips.

2. RECORDING:

This Declaration and all amendments hereto shall be recorded in the public records of Indian River County, Florida.

3. EXCEPTIONS:

No amendment shall void the exclusive use provisions of this Declaration.

ARTICLE VI

INDEMNIFY AND MISCELLANEOUS

1. INDEMNITY:

All assignees of an exclusive right of use of any boat dock slip shall indemnify the Association and hold it harmless for, from, and against any claims or demands arising from:

- A. Said assignee's use or possession of the boat dock slip and anything done or permitted by said assignee in or about the boat dock slip;
- B. Any default by said assignee under this Declaration or related documents;
- C. The negligence of said assignee; the members of said assignee's family; said assignee's licensees, guests, or invitees;

D. Any damage to the property of said assignee or others or injury to any person or entity on or about the boat dock slip from any cause;

E. Any legal or administrative proceeding in which the Association is made a party without its fault;

F. All costs, attorneys' fees, and expenses incurred by the Association in connection with the above set forth items against which this indemnification is given. Said assignee shall defend any legal action or proceeding resulting from a claim or demand arising out of the above set forth items against which this indemnification is given at said assignee's sole expense by attorneys satisfactory to the Association on receipt of written notice from the Association to do so.

2. MISCELLANEOUS:

A. A waiver of rights to enforce remedies because of a breach of this Declaration shall not be deemed a waiver of a subsequent breach nor affect the validity of this Declaration;

B. If any part of this Declaration is adjudged invalid, the validity of the other parts hereof shall not be affected. Any rights and remedies given to the Association, or to any assignee of an exclusive right of use of an individual boat dock slip by this Declaration shall be in addition to those provided by law. The Association may enjoin any breach or threatened breach of this Declaration. All remedies in this Declaration shall be cumulative.

C. This Declaration shall bind the Association, and all assignees of exclusive rights of use of the boat dock slips and their heirs, personal representatives, successors, and assigns.

D. The term assignee in this instrument includes the singular and the plural and all genders.

E. An assignee of an exclusive right of use of an individual boat dock slip shall be in default under this Declaration if said assignee has not strictly and completely complied with and abided by all of the terms, conditions, and provisions of this Declaration, the Modified Sovereignty Submerged Land Lease, and such rules and regulations as may be promulgated. Upon assignee's default, the Association shall have all of the rights, privileges, and remedies, all of which are cumulative, at law or in equity generally as are set forth in this Declaration, and in any related instruments. In addition, each assignee shall pay to the Association all of the Association's costs, expenses, losses, or damages that may be sustained by the Association because of said assignee's default, including but not limited to transfer and storage charges for assignee's personal property removed from the boat dock slip, including any boat moored in violation of the terms hereof, brokers' commissions, and attorneys' fees for enforcing or construing this Declaration, whether for litigation, including appellate proceedings, or otherwise. In addition, the Association may at its option utilize any remedies available at law or in equity, including injunctive relief, to enjoin, enforce, terminate, or revoke any assignment of the exclusive right of use should assignee be in default. Assignee shall pay all reasonable costs, expenses, and attorneys' fees incurred in that regard.

This Amended and Restated Declaration of Covenants, Conditions, Reservations, and Restrictions of Dock and Pier Use and Ownership for Marbrisa Development has been approved by at least 75% of the assignees of exclusive use of a boat dock slip.

The undersigned, Marbrisa Dock and Pier Association, Inc., hereby consents to the terms and conditions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 8 day of September, 2025.

WITNESSES AS TO PRESIDENT: MARBRISA DOCK AND PIER ASSOCIATION, INC.

Wendy Cowan
Print Name: Wendy Cowan
Address: 835 20th Pl
Vero Beach, FL 32916

By: Jim Gambill, President

LR [Signature]
Print Name: Dana Murphy
Address: 835 20th Pl
Vero Beach FL 32916

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was subscribed, sworn and acknowledged before me on September 8th, 2025, by means of [☒] physical presence or [☐] online notarization by Jim Gambill, as President of Marbrisa Dock and Pier Association, Inc., [☐] who is personally known to me, or [☒] who has produced identification [Type of Identification: _____].

Notary Seal



Julie Barrett Gerber
Notary Public

WITNESSES AS TO SECRETARY: MARBRISA DOCK AND PIER ASSOCIATION, INC.

Wendy Cowan
Print Name: Wendy Cowan
Address: 835 20th Pl
Vero Beach FL 32916

By: Frank R. Gerber, Secretary

LR [Signature]
Print Name: 835 20th Pl
Address: Vero Beach FL



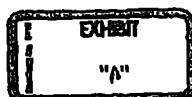
STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was subscribed, sworn and acknowledged before me on September 8, 2025, by means of [☒] physical presence or [☐] online notarization by Frank R. Fenley, as Secretary of Marbrisa Dock and Pier Association, Inc., [☐] who is personally known to me, or [☒] who has produced identification [Type of Identification: Driver License].

Notarial Seal

Julie Barrett Gerber
Notary Public





HARBURIA DEVELOPMENT

Parcel I

The North 1/2 of Government Lot 4, Section 36, Township 31 South, Range 39 East, Indian River County, Florida, Less and Except right of way for A-1-A Highway as shown on the Florida Department of Transportation Right of Way Plans, Section 8807-102.

AND,

Lots 1, 2 and 3, LOW'S SUBDIVISION, according to the plat filed in the office of the Clerk of the Circuit Court for St. Lucie County, Florida in Plat Book 1, Page 27; said land now lying and being in Indian River County, Florida, Less and Except right of way for Jungle Trail as shown on the "Maintenance Map of Jungle Trail" as recorded in Plat Book 9, Page 40, of the Public Records of Indian River County.

The above legal description has been subdivided into the following subdivision: HARBURIA VILLAS, UNIT ONE; HARBURIA UNIT ONE; HARBURIA UNIT TWO; HARBURIA UNIT THREE; HARBURIA UNIT FOUR; HARBURIA VILLAS, UNIT TWO; HARBURIA SEASIDE VILLAGE, UNIT 1; HARBURIA SEASIDE VILLAGE, UNIT 2; HARBURIA VILLAS, UNIT THREE; HARBURIA VILLAS, UNIT FOUR.

Parcel II

A parcel of submerged land lying in Government Lot 3, Section 35, Township 31 South, Range 39 East, Indian River County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Government Lot 3, Section 35, Township 31 South, Range 39 East, thence, South 89 degrees 54' 27" West along the North line of Government Lot 3, 1786.11 feet to a point on the safe upland line; thence, South 36 degrees 27' 08" East along the safe upland line 767.11 feet to the Point of Beginning for the hereinabove described parcel of submerged land; thence, South 53 degrees 32' 52" West, 105.00 feet; thence, South 36 degrees 27' 08" East, 40.00 feet; thence, South 53 degrees 32' 52" West, 38.25 feet; thence, North 36 degrees 27' 08" West, 242.00 feet; thence, North 53 degrees 32' 52" East, 38.25 feet; thence, South 36 degrees 27' 08" East, 196.25 feet; thence, North 53 degrees 32' 52" East, 105.00 feet to a point on the safe upland line thence, South 36 degrees 27' 08" East, 5.75 feet to the Point of Beginning.

That portion of Jungle Trail, according to Maintenance Map of Jungle Trail, recorded in Plat Book 9, Page 40, of the Public Records of Indian River County, Florida, which lies within the following described parcel of land:

The North 1/2 of Government Lot 4, Section 36, Township 31, South, Range 39, East, Indian River County, Florida.

AND

Lots 1, 2 and 3, LOW'S SUBDIVISION, according to the Plat filed in the office of the Clerk of the Circuit Court, for St. Lucie County, Florida, in Plat Book 1, Page 27; said land now lying and being in Indian River County, Florida.

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LEGAL DESCRIPTION OF SUBMERGED LAND
OF SOVEREIGNTY SUBMERGED LANDS LEASE

A parcel of submerged land lying in Government Lot 3, Section 35, Township 31 South, Range 39 East, Indian River County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Government Lot 3, Section 35, Township 31 South, Range 39 East, thence, S 89° 54' 27" W along the North line of Government Lot 3, 1786.11 feet to a point on the safe upland line;

thence, S 36° 27' 08" E along the safe upland line 767.11 feet to the Point of Beginning for the hereinabove described parcel of submerged land;

thence, S 53° 32' 52" W, 105.00 feet;

thence, S 36° 27' 08" E, 40.00 feet;

thence, S 53° 32' 52" W, 38.25 feet;

thence, N 36° 27' 08" W, 242.00 feet;

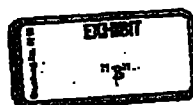
thence, N 53° 32' 52" E, 38.25 feet;

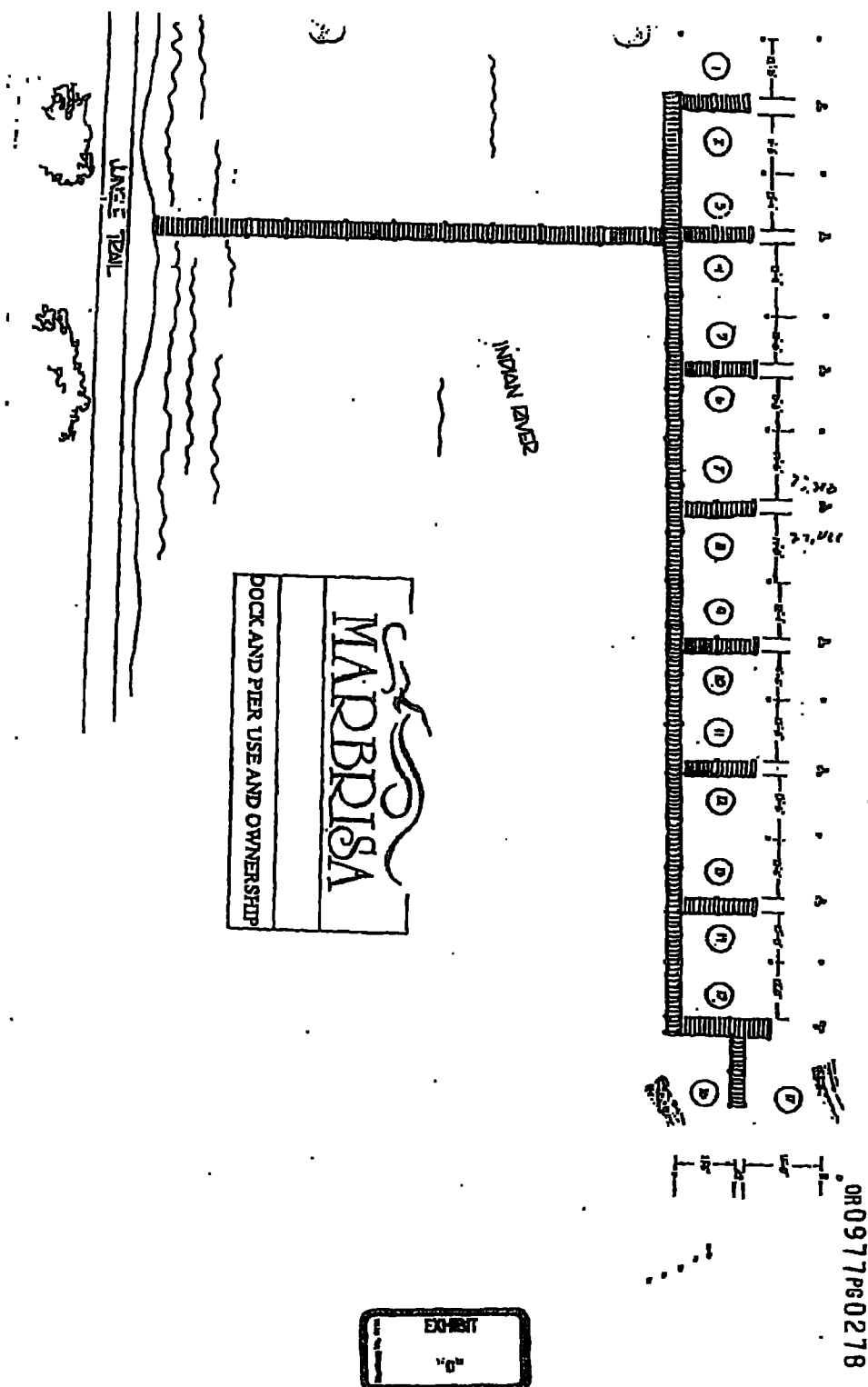
thence, S 36° 27' 08" E, 196.25 feet;

thence, N 53° 32' 52" E, 105.00 feet to a point on the safe upland line thence, S 36° 27' 08" E, 8.75 feet to the Point of Beginning.

The above parcel of submerged land contains 9,860.25 square feet and lies wholly in Indian River County, Florida.

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ASSIGNMENT OF EXCLUSIVE RIGHT OF USE OF BOAT DOCK SLIP

KNOW ALL MEN BY THESE PRESENTS:

THIS ASSIGNMENT is made this _____ day of _____, 199____, by and between MARBRISA LIMITED PARTNERSHIP, a Florida limited partnership (hereinafter referred to as the "Assignor"), in favor of _____, whose address is _____ (hereinafter referred to as the "Assignee").

FOR AND IN CONSIDERATION of the sum of Ten and No/100 (\$10.00) Dollars in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, sets over, and transfers to the Assignee the following:

the exclusive right of use of boat dock slip number _____ as shown on Exhibit "C" to the Declaration of Covenants, Conditions, Reservations, and Restrictions of Dock and Pier Use and Ownership for Marbrisa Development at the location as shown on Schedule "A" attached hereto.

TO HAVE AND TO HOLD the same unto Assignee, and Assignee's legal heirs, representatives, successors, and assigns, subject to the covenants, terms, conditions, reservations, limitations, and restrictions set forth in the Declaration of Covenants, Conditions, Reservations, and Restrictions of Dock and Pier Use and Ownership, which is recorded in Official Records Book _____, Page _____, of the Public Records of Indian River County, Florida; the Articles of Incorporation and By-Laws of the Marbrisa Dock and Pier Association, Inc.; the Modified Sovereignty Submerged Land Lease recorded in Official Records Book 964 at Page 137, of the Public Records of Indian River County, Florida; and also subject to such rules and regulations as may be promulgated from time to time by the Marbrisa Homeowners Association, Inc. and/or the Marbrisa Dock and Pier Association, Inc.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed this _____ day of _____, 199____.

Signed, sealed, and delivered
in the presence of:

"ASSIGNOR"

MARBRISA LIMITED PARTNERSHIP,
a Florida limited partnership

(Print name: _____)

By: SPINNAKER DEVELOPMENT
GROUP, INC., as General
Partner

(Print name: _____)

By: _____
GREGG BOWRON, President

Signed, sealed, and delivered
in the presence of:

(Print name: _____)

By: MARDILLA ENTERPRISES,
LTD., as General Partner

(Print name: _____)

By: _____
JAMES R. ADAMS,
General Partner



OR0977PC0279

STATE OF FLORIDA)
)ss:
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared GREGG BOWRON, President of SPINNAKER DEVELOPMENT GROUP, INC., as General Partner of MARBRISA LIMITED PARTNERSHIP, a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the purposes therein set forth for and on behalf of said corporation. I further state that I have examined the current Florida driver's license of the aforesaid person, have confirmed said person's identity, and that said person did not take an oath.

WITNESS my hand and official seal in the state and county last aforesaid this ____ day of _____, 199__.

Notary Public, State of Florida
(name: _____)
Serial Number: _____

My commission expires: (Affix Seal)

STATE OF FLORIDA)
)ss:
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared JAMES R. ADAMS, as General Partner of MARDILLA ENTERPRISES, LTD., as General Partner of MARBRISA LIMITED PARTNERSHIP, a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the purposes therein set forth for and on behalf of said corporation. I further state that I have examined the current Florida driver's license of the aforesaid person, have confirmed said person's identity, and that said person did not take an oath.

WITNESS my hand and official seal in the state and county last aforesaid this ____ day of _____, 199__.

Notary Public, State of Florida
(name: _____)
Serial Number: _____

My commission expires: (Affix Seal)

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SCHEMATIC ALEGAL DESCRIPTION OF SUBMERGED LAND
OF SOVEREIGNTY SUBMERGED LANDS LEASE

A parcel of submerged land lying in Government Lot 3, Section 35, Township 31 South, Range 39 East, Indian River County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Government Lot 3, Section 35, Township 31 South, Range 39 East, thence, S 89° 54' 27" W along the North line of Government Lot 3, 1786.11 feet to a point on the safe upland line;

thence, S 36° 27' 08" E along the safe upland line 767.11 feet to the Point of Beginning for the hereinabove described parcel of submerged land;

thence, S 53° 32' 52" W, 105.00 feet;

thence, S 36° 27' 08" E, 40.00 feet;

thence, S 53° 32' 52" W, 38.25 feet;

thence, N 36° 27' 08" W, 242.00 feet;

thence, N 53° 32' 52" E, 38.25 feet;

thence, S 36° 27' 08" E, 196.25 feet;

thence, N 53° 32' 52" E, 105.00 feet to a point on the safe upland line thence, S 36° 27' 08" E, 5.75 feet to the Point of Beginning.

The above parcel of submerged land contains 9,860.25 square feet and lies wholly in Indian River County, Florida.

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