

**CERTIFICATE OF AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS AND RESTRICTIONS
OF
DOCK AND PIER USE AND OWNERSHIP
FOR SEAGROVE WEST SUBDIVISION**

THE UNDERSIGNED, being the President and Secretary of **SEAGROVE WEST HOMEOWNERS' ASSOCIATION, INC.**, a Florida not for profit corporation, hereby certify that at a duly called meeting of all of the members of Seagrove West Homeowners' Association, Inc., held on April 3, 2018, in accordance with the requirements of Florida law, the Bylaws of Seagrove West Homeowners' Association, Inc. and the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Seagrove West Subdivision, as originally recorded in Official Record Book 733, Beginning at Page 404, Public Records of Indian River County, Florida, and as subsequently amended, not less than two-thirds (2/3) of those voting either in person or by proxy, affirmatively voted to amend and restate the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Dock and Pier Use and Ownership for Seagrove West Subdivision as attached hereto.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendment, this 28 day of June, 2018.

SEAGROVE WEST HOMEOWNERS' ASSOCIATION, INC.

By: _____

President

(CORPORATE SEAL)

ATTEST: _____

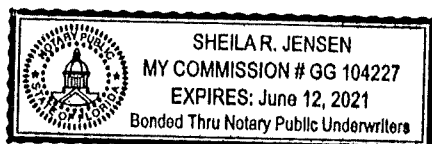
By: _____

Secretary

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

I HEREBY CERTIFY that before me, a Notary Public, personally appeared Mike Petrolino and Denise Armstead, respectively the President and Secretary of Seagrove West Homeowners' Association, Inc., who ☒ have produced FL Drivers Licenses as identification or who ☐ are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 28 day of June, 2018.



Print Name: Sheila R. Jensen

Notary Public, State of Florida at Large (Affix Seal)

**AMENDED AND RESTATED
DECLARATION OF COVENANTS,
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OF
DOCK AND PIER USE AND OWNERSHIP
FOR SEAGROVE WEST SUBDIVISION**

This document is a substantial rewording of the Declaration of Covenants, Conditions, Reservations and Restrictions executed by the Developer, Figgie Properties, Inc. on January 12, 1987, and recorded on March 17, 1987 at Official Record Book 763, beginning at Page 79, of the Public Records of Indian River County, Florida, as amended to this date (hereinafter the "original Declaration").

The following described property in Indian River County, Florida, is subject to this Declaration of Covenants, Conditions, Reservations and Restrictions, to-wit:

A portion of Tract "B" of Seagrove West Subdivision as recorded in Plat Book 11, page 66 and 66A of the Public Records of Indian River County being more particularly described as follows:

Beginning at the Southeast corner of Lot 31 of said Seagrove West Subdivision, said point being on a circular curve, having a radius of 325.00 feet and bears S 38°24'50" W from the center of said curve;

thence, Southeasterly along said circular curve, through a central angle of 14°33'21" for an arc distance of 82.57 feet to the point of compound curvature of a circular curve, concave to the Northeast and having a radius of 210.00 feet;

thence, Southeasterly along said circular curve, through a central angle of 37°31'19" for an arc distance of 137.53 feet to a point;

thence, N 76°20'10" E, 23.78 feet to a point;

thence, S 00°04'18" W, 150.30 feet to a point;

thence, N 89°55'42" W, 450.41 feet to a point on the Mean High Water Line of the Indian River;

thence, N 07°22'27" E, along said Mean High Water Line, 200.73 feet to a point, said point being the Southeast corner of said Lot 31;

thence, S 89°53'30" E, 196.70 feet to the Point of Beginning.

Said parcel of land contains 1.76 acres more or less and lies wholly in Indian River County.

And the South 7' of Lot #31 of the Plat of Seagrove West as recorded in Plat Book 11, pages 66 and 66A of the Public Records of Indian River County.

A dock and pier facility has been constructed on the river portion of Tract "B" as shown on the survey sketch, which is attached hereto and made a part hereof as Exhibit "A".

This Declaration restricts the ownership and use of the dock and pier facility, provides for maintenance of the dock and pier facility, provides rules and regulations concerning the same, and provides for a manner of management of the dock facility through the Seagrove West Homeowners Association, Inc.

The dock and pier facility is and shall be held, transferred, conveyed, occupied and used subject to the 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 "A" attached hereto and made a part hereof and shall consist of the individually assigned boat slips, the pier and that portion of the adjacent lot as shown on the said sketch of survey.

2. EXCLUSIVE USE:

The boat dock slips numbered for identification as number 1 through 39, on the attached Exhibit "A", are reserved as a permanent, exclusive, transferrable right of use for a specific numbered boat slip and are transferrable from the registered user to another person 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 slips are for the general use and enjoyment of all residents of Seagrove West and boat slip assignees of Seagrove East Subdivision, subject to such limitations, rules and regulations as may be promulgated from time to time by the Seagrove West Homeowners' Association, Inc.

B. The specifically numbered boat slips as shown on Exhibit "A" are for the exclusive use and enjoyment of the individual boat slip assignees and future assignees subject to such limitations, rules and regulations as may be promulgated from time to time by the Seagrove West Homeowners' Association, Inc. and/or a governmental agency.

4. RIGHT TO ASSIGN:

Individual boat slip assignees, shall have the right to transfer the exclusive right of each to other persons who are property owners in Seagrove West, Seagrove South and Seagrove Subdivision and Seagrove East subject to the limitations contained herein. No person who is not an owner of property in the said Subdivisions shall be eligible to become an exclusive user of any specific numbered boat dock slip. All dock slips offered for assignment must first be offered to

Seagrove West homeowners for a 30 day period prior to offering such slip to any homeowners in Seagrove South or Seagrove. If dock remains unassigned after 30 days, such slip may be offered to individual homeowners in Seagrove South or Seagrove, subject to all further limitations herein.

5. OWNERSHIP:

The dock and pier facility and related parking area are owned by the Seagrove West Homeowners' Association, Inc. subject to the exclusive use provisions of the individual boat slips as shown on Exhibit "A" by the assignees of those slips.

ARTICLE II
MAINTENANCE AND REPAIR OF DOCK AND PIER FACILITY

1. MAINTENANCE, REPAIR AND REPLACEMENT:

Costs of the dock and pier facility, including repair, maintenance, insurance, legal fees, access, road maintenance and utilities shall be paid by the Seagrove West Homeowners' Association, Inc. and slip assignees/users.

2. INDIVIDUAL BOAT SLIP ASSESSMENT:

The user of an exclusive right of use to any numbered slip shall pay a monthly assessment fee in the amount set by the Seagrove West Homeowners' Association, Inc. from time to time. All such assessments shall be used exclusively for the purposes as set out in Article II, Section 1 and Article III, Section 3.

In addition to the monthly assessments, Seagrove West Homeowners' Association, Inc. may levy a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or a capital improvement upon the dock and pier facility, including fixtures and personal property related thereto.

ARTICLE III
OPERATION OF DOCK AND PIER FACILITY

1. GENERAL:

The boat dock and pier facility shall be operated under such limitations, rules and regulations as may be, from time to time, promulgated by the Seagrove West Homeowners' Association, Inc. and the entire dock and pier use and ownership shall be subject to those limitations, rules and regulations. The Association may promulgate separate rules and regulations covering the individual boat slips to which the exclusive right of use have been transferred and separate rules and regulations covering the remaining portion of the dock and pier facility to which the exclusive right of use has not been assigned. Such rules and regulations may cover the parking area, walkways, docks and other areas commonly used for the enjoyment and/or access of the persons utilizing the use of the dock and pier facility.

2. PUBLICATION:

The Seagrove West Homeowners' Association, Inc. shall publish all of the rules and regulations for governing the operation of the boat dock facility and shall make a copy of the said rules and regulations available to persons residing in the Subdivisions. Amendments to the rules and regulations may be made from time to time in the same manner as provided for in the By-Laws of the association.

3. TAXES:

All real estate and valorem taxes or assessments which are made against the dock and pier facility shall be paid by the Seagrove West Homeowners' Association, Inc. and taxes assessed against the individual assigned and numbered boat slips shall also be paid by the Seagrove West Homeowners' Association, Inc. and charged to individual boat slip users 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 dock and pier facility.

4. LIENS:

Seagrove West Homeowners' Association, Inc. shall have a lien against all individually numbered boat slips for unpaid taxes and assessments, maintenance, repairs and fines and the said lien may be foreclosed or otherwise enforced as provided for in the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Seagrove West Subdivision as recorded in Official Record Book 0733, pages 0404 through 0424 of the Public Records of Indian River County, Florida, as subsequently amended.

ARTICLE IV
GENERAL RESTRICTIONS

1. Only pleasure boats in good condition and under their own power (mechanical or sail) shall be permitted to be berthed at the dock and pier facility, including individually assigned boat slips.
2. Leasing of slips shall not be permitted, except leasing shall be permitted to Seagrove West homeowners.
3. Commercial use of the dock and pier facility is prohibited.
4. There shall be no repair or refitting of boats at the dock and pier facility.
5. No liveaboards shall be permitted.
6. Boat supplies, materials, hoses, etc. may only be stored in dock boxes where such boxes are permitted by the rules and regulations.
7. The Seagrove West Homeowners' Association, Inc. shall have the right to limit parking space in the basin parking area.
8. No boat slip, dock or pier shall be built, rebuilt, repaired or modified except by permission of the Seagrove West Homeowners' Association, Inc.
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 dock and pier facility.
11. There shall be only one Assignee per boat slip and such slip must be listed under an individual's name who is a property owner in Seagrove West, Seagrove South or Seagrove. Sharing boat slips, corporations and joint ventures are prohibited.

12. Seagrove West Homeowners' Association, Inc. must approve all transfers and assignments of boat slips.

13. No more than thirty-three percent (33%) or 13 of the boat slips can be assigned to Owners of property in Seagrove and Seagrove South Subdivision.

14. When Seagrove West is in the forecast cone for a hurricane watch or warning issued by the National Weather Service or other government authority, all boat owners who have boats docked in one of the slips at Seagrove West must take the following actions:

1. Boats must be removed from the dock slips.
2. There shall be a \$2,500.00 fine for improperly leaving a boat in the marina.
3. Damage to any real or personal property caused by the failure to remove boats from the dock or to properly and safely secure the boat shall be the responsibility of the boat owners in the manner provided in the Boat Slip Lease Agreement and the Association's Declaration of Covenants and Restriction, as amended from time to time, up to and including the penalty of forfeiture of the dock lease and financial liability for all damages.

15. All dock owners must carry liability insurance in the amount of \$500,000.00 or more and the Seagrove West Homeowner's Association shall be named as an additional insured on such policy.

ARTICLE V **AMENDMENT**

1. RIGHT TO AMEND:

Seagrove West Homeowners' Association, Inc. shall have the right to amend this Declaration of Covenants, Conditions, Reservations and Restrictions in the same manner as the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Seagrove West Subdivision, as recorded in Official Record Book 733, page 0404 of the Indian River County Public records, as subsequently amended, are amended.

2. RECORDING:

All amendments shall be recorded in the public records of Indian River County, Florida.

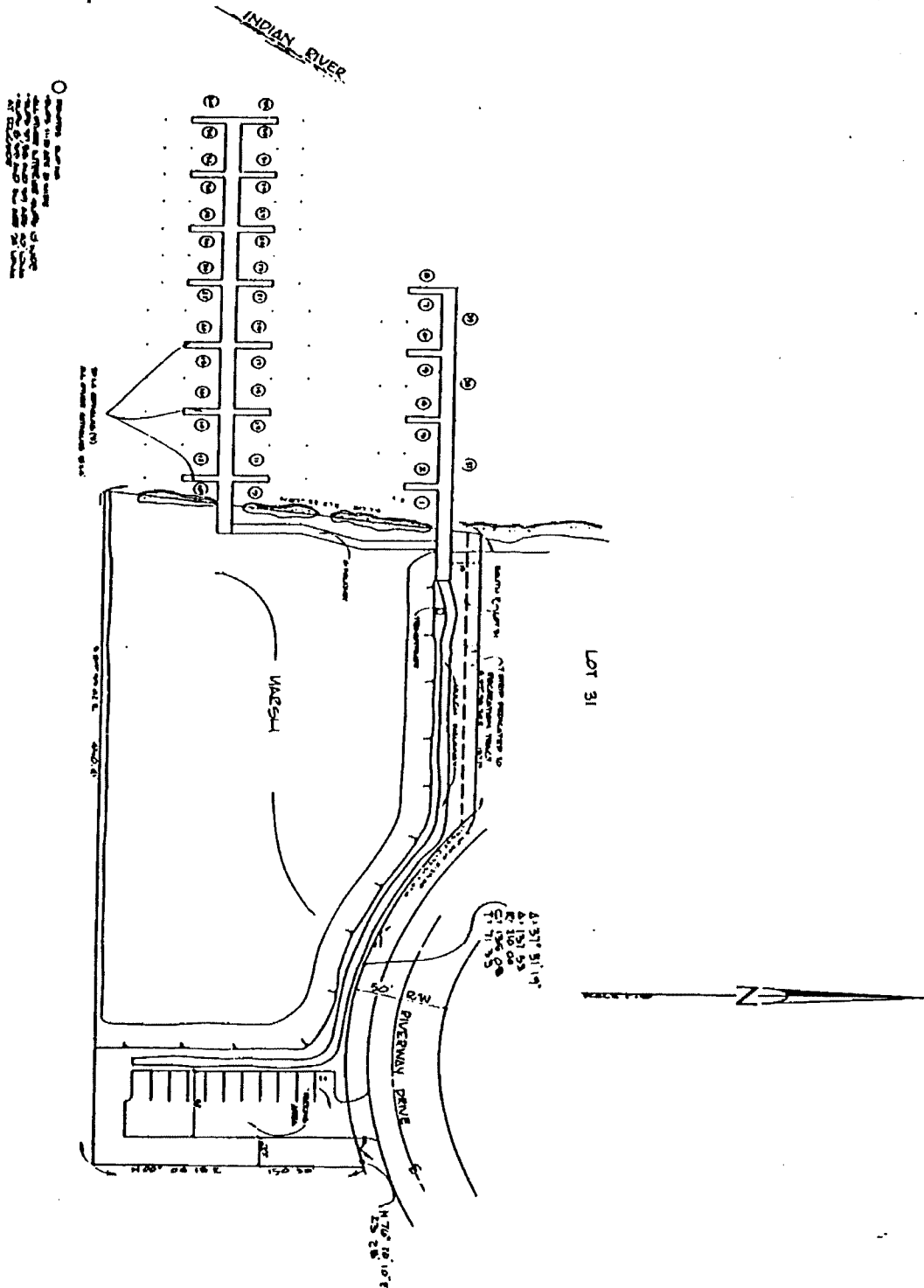
3. EXCEPTION:

No Amendment shall void the Exclusive Use of provisions of this Declaration.

[illegible]

SEAGROVE WEST YACHT BASIN

LLOYD AND ASSOCIATES, INC.
CONSULTING ENGINEERS
PLANNING-SURVEYING
9428 NORTH ST. FARMERS BRIDGE
VERO BEACH, FLORIDA 33596



O.R. 0763 PG 0087