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REC: \$35.50

STEVE CHOATE
GULFVIEW POINTE
HOMEOWNERS ASSOCIATION INC
2001 GULFVIEW DR.,
KEY WEST, FL 33040

SECOND AMENDMENT TO THE DECLARATION
OF PROTECTIVE COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE GULFVIEW POINTE,
PRIVATE WATERFRONT HOMES.

This Second Amendment to the Declaration of Protective Covenants, Restrictions and Easements for the Gulfview Pointe, Private Waterfront Homes (this "Second Amendment") is made this 31st day of January, 2024 by Gulfview Pointe Homeowners' Association, Inc., a Florida not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Association is the homeowners' association for the 25-unit residential project subject to that certain Declaration of Protective Covenants, Restrictions and Easements for the Gulfview Pointe, Private Waterfront Homes (the "Declaration"), as recorded in Official Records Book 1531 at Page 1615, of the Public Records of Monroe County, Florida; and

WHEREAS, Owners and Members of the Association approved, pursuant to the Declaration, and Bylaws, this Second Amendment to amend and supplement Articles 2.36 and 9.24 of the Declaration for the Owners to reserve riparian rights of swimming, wading, fishing, paddle boarding, kayaking, canoeing, boating and all forms of watersports to the extent consistent with the Mangrove Conservation Easement herein.

WHEREAS, this Second Amendment is pursuant to and in compliance with requirements of the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association, by and through its Board of Directors, hereby amends the Declaration as hereinafter set forth.

Article 2.36 Residential Lot definition of the Declaration is hereby amended by adding the following:

The Association and the Owners reserve riparian rights of swimming, wading, fishing, paddle boarding, kayaking, canoeing, boating and all forms of watersports to the extent consistent with the Mangrove Conservation Easement herein. There is specifically reserved for each Owner the right to conduct limited vegetation removal and clearing necessary for ingress and egress to the waters adjacent to the Residential Lot and for constructing boat docks, observation docks, boat lifts, adjoining boardwalks, and other preemptive structures and activities. Any provision for a community dock extending from the association's easternmost shoreline, including, without limitation, the cost of construction and rules and regulations governing the use of such community dock, shall be approved by a 67% vote of all Members. This reservation does not release the Owner or Association from the duty of obtaining any necessary federal, state or local government permit authorizations or state-owned lands approvals for removal of mangroves and construction of such structures. Pathways over the Mangrove Conservation Easement may be made to provide direct, clear access to the boardwalks are permitted to a maximum width of five feet (5').

Article 9.24 Restrictions of Use for Mangrove Conservation Easements of the Declaration is hereby amended as follows:

The following activities are prohibited within the Mangrove Conservation Easements: construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation with the exception of removal of vegetation and trees, including mangroves necessary for pathways to the water adjacent to a Lot as approved by the Association and permits issued by any necessary federal, state or local government and exotic/nuisance vegetation removal; excavation, dredging or removal of soil material; diking or fencing; and any other activity detrimental to drainage; flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. All docks and/or observation platforms existing on or within the submerged area adjacent to a Lot shall be subject to the following restrictions:

- A. General Restrictions. Notwithstanding anything herein to the contrary, the Association shall have the right to establish Rules and Regulations and amend same, concerning the use of the Docks.
- B. Lighting. No Owner shall cause or allow improvements or changes of any kind to a Dock that adversely affects wildlife or which interferes with the peaceful possession or proper use of the adjacent Docks by Owners or occupants. All exterior lighting shall be of low wattage, installed at or below the top of the vertical dock posts and in compliance with city, state and federal standards for exterior artificial lighting guidelines.
- C. Roof or Canvas Coverings. No elevated roof or canvas coverings shall be allowed on or adjacent to the Docks.
- D. Nuisances. No nuisances (as deemed such by the Association in its sole discretion) shall be allowed on or adjacent to the Docks, nor shall any use or practice be allowed which is a source of loud noises annoyance to other Owners or occupants of Residential Lots or which interferes with the peaceful possession or proper use of the adjacent Docks by Owners or occupants.
- E. No Improper Uses. No improper, offensive, hazardous or unlawful use or uses which produce obnoxious odors (all as deemed such by the Association in its sole discretion) shall be made of the Docks or any part thereof, and all valid laws, zoning ordinances, approvals, covenants and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, approvals, covenants, regulations or requirements of any governmental agency having jurisdiction thereover and of the Association, relating to any portion of the Dock or Conservation Area shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Dock or Conservation Area.

F. Dock Boxes. Permitted dock boxes are low profile dock boxes not to exceed 32 inches in height and 72 inches in length and constructed of fiberglass material suitable for a marine environment. Owners seeking approval for non-conforming dock boxes shall submit specifications of the box to the association with a request for approval. Consent for boxes not in compliance with this article may be granted or denied in the sole discretion of Association. The storage of crab, lobster or similar traps, bait, dinghies, bicycles, grills, debris or any other, material on the Docks is strictly prohibited unless specifically permitted herein or in the Association Rules and Regulations.

G. No Signage. No sign of a political nature or otherwise shall be displayed by any Owner at any Dock or on any vessel moored at a Dock without the prior written consent of the Association, which consent may be granted or denied in the sole discretion of Association, except for prohibitive signs such as no trespassing, no wake, security/video warnings, manatee warning, lettering, registration numbers, flags and other displays customarily found on recreational vessels unless specifically permitted herein or in the Association Rules and Regulations. No approval by the Association shall establish a precedent for subsequent similar requests.

H. No Repairs at Slips. No vessel shall be repaired at any Dock unless such repair is performed so as to minimize any disturbance to other Owners.

I. Leasing of Docks. No Owner may lease or convey an interest in a Dock or any interest therein except in connection with the lease or conveyance of the Residential Lot.

J. No Commercial Vessels. There shall be no commercial vessels allowed to moor at any Dock.

K. No Overnight Stays or Liveaboards. No one shall be permitted to stay overnight on a vessel at any Dock and (b) there shall be no houseboat allowed at any Dock. "Houseboats" shall have the definition as set forth in Florida Statute §372.02. The intent and purpose of this section is to ensure the security of the Gulfview and the safety of the Owners and guests and ensure that no vessel is occupied as a residence.

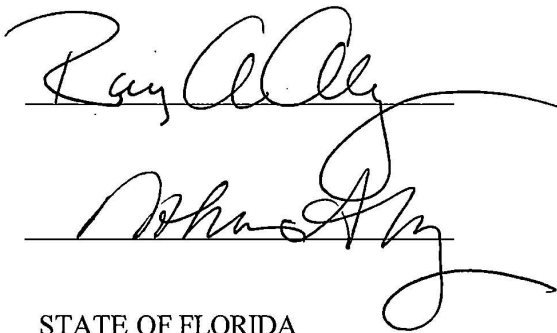
L. Owners may engage or permit or invite others to engage in all lawful uses of the Mangrove Conservation Easement that are not prohibited in this Declaration.

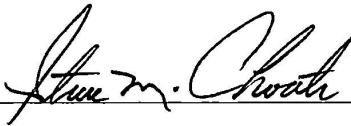
IN WITNESS WHEREOF, the Association, by and through its Board, has executed this Second Amendment to the Declaration as of the 31st day of January, 2024, in accordance with the Declaration.

Witnesses:

GULFVIEW POINTE HOMEOWNERS'

ASSOCIATION, INC,

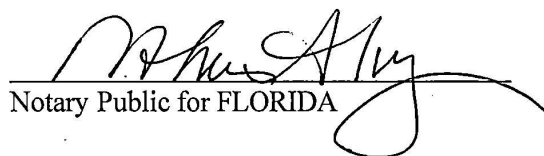

Ray Alby

By 
Steve M. Choate, as its President

STATE OF FLORIDA

COUNTY OF MONROE

Before me, the undersigned authority, a notary public in the State of Florida, personally appeared Steve M. Choate, as president of Gulfview Pointe Homeowners Association, Inc, a Florida not-for-profit corporation on this 31st day of January, 2024.


Notary Public for FLORIDA

