

Supplement
to
DECLARATION OF
COVENANTS AND RESTRICTIONS
BYLAWS
AND
ARTICLES OF INCORPORATION
FOR
COMPASS POINTE

**Contains 9 amendments up through
February 7, 2015**

AMENDMENTS TO COVENANTS:

Section 2.15	Amendment 3
Section 2.15	Amendment 7
Section 2.16	Amendment 8
Section 3.4	Amendment 8
Section 5.1	Amendment 8
Section 5.4	Amendment 7
Section 8.1	Amendment 6
Section 8.2 b	Amendment 2
Section 8.3 a	Amendment 8
Section 8.4 j	Amendment 8
Section 8.4 j	Amendment 9
Section 8.4 k	Amendment 8
Section 8.4 t	Amendment 8
Section 9.3	Amendment 8
Section 10.8	Amendment 4
Section 11.1	Amendment 5

AMENDMENTS TO BYLAWS:

Section 3.1	Amendment 8
Section 3.3	Amendment 8
Section 4.1	Amendment 8
Section 4.1	Amendment 9
Section 4.2.2	Amendment 8
Section 4.5	Amendment 8
Section 4.6	Amendment 8
Section 4.11.11	Amendment 8



CFN:99078257

04-20-99 04:26 pm

OR Book/Page: 3998 / 1938

Sandy Crawford

Clerk Of Courts, Brevard County

#Pg: 2

#Names: 2

Trust: 1.50

Rec: 9.00

Serv: 0.00

Deed: 0.00

Excise: 0.00

Mtg: 0.00

Int Tax: 0.00

Prepared by and return to:

Dale A. Dettmer, Esq.
Krasny and Dettmer
304 South Harbor City Boulevard
Suite 201
Melbourne, FL 32901

**AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
COMPASS POINTE**

THIS AMENDMENT made this 13th day of April, 1999 by **COMPASS POINTE DEVELOPMENT CORPORATION**, a Florida Corporation (the "Developer") and **COMPASS POINTE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit Corporation (the "Association").

R E C I T A L S:

A. Compass Pointe is depicted on the Compass Pointe Site Geometry Plan, which is recorded in Survey Book 7, Pages 99, 100 and 101, Public Records of Brevard County, Florida; and

B. The Declaration of Covenants, Conditions and Restrictions (the "Covenants") for Compass Pointe is recorded in Official Records Book 3952, Pages 3651, Public Records of Brevard County, Florida; and

C. Developer and the Association desire, by this Amendment to modify the Compass Pointe Site Geometry Plan and the Covenants as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the Compass Pointe Site Geometry Plan and the Covenants are amended as follows:

1. Developer has, pursuant to Section 10.1 of the Covenants, granted an easement ("Easement") to BellSouth Telecommunications, Inc. ("BellSouth") to construct, operate, maintain, add, and/or remove such systems of communications, facilities or related services as BellSouth may from time to time require upon, over, or under lands described in that certain Easement between Developer and BellSouth which is recorded in Official Records Book 3994, Page 0213, Public Records of Brevard County, Florida.

2. The Site Geometry Plan of Compass Pointe as recorded in Survey Book 7, Pages 99, 100 and 101, Public Records of Brevard County, Florida is amended such that the "Telephone Easement" as depicted thereon (southeast corner of the Site Geometry Plan) is enlarged from 15' x 15' to 15' x 30' as depicted on the Easement.

3. In all other respects not inconsistent with the above, the said Covenants executed on the 12th day of January, 1999 are hereby ratified, confirmed, re-executed and republished in their entirety.

IN WITNESS WHEREOF, the undersigned parties have caused their seals and signatures to be affixed this 12th day of April, 1999.

Signed, sealed and delivered
in presence of:

COMPASS POINTE DEVELOPMENT
CORPORATION, a Florida Corporation

Carole B. Naylor
Witness:

By: Robert E. Stitzel, Sr.
Robert E. Stitzel, Sr., President

Carole B. Naylor
Witness:

COMPASS POINTE COMMUNITY ASSOCIATION,
INC., a Florida not-for-profit
Corporation

Carole B. Naylor
Witness:

By: Robert E. Stitzel, Sr.
Robert E. Stitzel, Sr., President

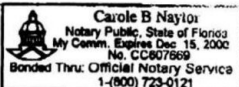
Carole B. Naylor
Witness:

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 12th day of April, 1999 by Robert E. Stitzel, Sr., as President of Compass Pointe Development Corporation, a Florida Corporation, who is personally known to me.

Carole B. Naylor
Notary Public

My Commission Expires:



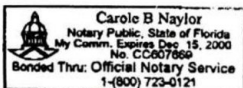
STATE OF FLORIDA
COUNTY OF BREVARD

CFN:99078257
OR Book/Page: 3998 / 1939

The foregoing instrument was acknowledged before me this 12th day of April, 1999 by Robert E. Stitzel, Sr., as President of Compass Pointe Community Association, a Florida not-for-profit Corporation, who is personally known to me.

Carole B. Naylor
Notary Public

My Commission Expires:



Prepared by ~~and returned~~:

Dale A. Dettmer, Esq.
Krasny and Dettmer
304 South Harbor City Boulevard
Suite 201
Melbourne, FL 32901



CFN 99136544 07-08-99 01:43 pm
OR Book/Page: 4036 / 0978

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	
Trust: 1.50	Rec: 9.00	Serv: 0.00
Rec: 0.00		Excise: 0.00
Mtg: 0.00		nt Tax: 0.00

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
COMPASS POINTE**

THIS AMENDMENT made this 7th day of July, 1999 by **COMPASS POINTE DEVELOPMENT CORPORATION**, a Florida Corporation (the "Developer") and **COMPASS POINTE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit Corporation (the "Association").

RECITALS:

A. Compass Pointe is depicted on the Compass Pointe Site Geometry Plan, which is recorded in Survey Book 7, Pages 99, 100 and 101, Public Records of Brevard County, Florida; and

B. The Declaration of Covenants, Conditions and Restrictions (the "Covenants") for Compass Pointe is recorded in Official Records Book 3952, Pages 3651, and amended in Official Records Book 3998, Page 1938, all of the Public Records of Brevard County, Florida; and

C. Developer and the Association desire, by this Amendment to amend the Covenants as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, the Covenants are amended as follows:

1. Developer has, pursuant to Section 8.2 (b) of the Covenants, placed construction restrictions on all residential structures such that the minimum floor area for a Unit shall be one thousand four hundred (1,400) square feet, excluding garages, porches and other non-living areas. Developer desires to amend Section 8.2 (b) of the Covenants to read as follows:

Section 8.2: Construction Restrictions.

(b) The minimum floor area for a Unit shall be one thousand two hundred (1,200) square feet, excluding garages, porches and other non-living areas.

2. In all other respects not inconsistent with the above, the said Covenants executed on the 12th day of January, 1999 and all amendments are hereby ratified, confirmed, re-executed and republished in their entirety.

7th IN WITNESS WHEREOF, the undersigned parties have caused their seals and signatures to be affixed this day of July, 1999.

Signed, sealed and delivered
in presence of:

**COMPASS POINTE DEVELOPMENT
CORPORATION, a Florida Corporation**

By: B. B. Hyde
Witness:

Willie C. Giff
Witness:

By:

Robert E. Stitzel, Sr., President

**COMPASS POINTE COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit
Corporation**

By: B. B. Hyde
Witness:

Willie C. Giff
Witness:

By:

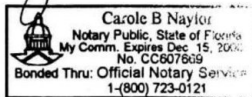
Robert E. Stitzel, Sr., President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 7th day of July, 1999 by Robert E. Stitzel, Sr., as President of Compass Pointe Development Corporation, a Florida Corporation, who is personally known to me.

Carole B. Naylor
Notary Public

My Commission Expires:

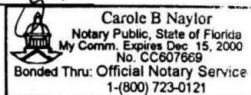


STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 7th day of July, 1999 by Robert E. Stitzel, Sr., as President of Compass Pointe Community Association, a Florida not-for-profit Corporation, who is personally known to me.

Carole B. Naylor
Notary Public

My Commission Expires:



FN 99136544

IR Book/Page: 4036 / 0979

ION:

L OF LAND LYING IN SECTION 8, TOWNSHIP 28 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA
 PARTICULARLY DESCRIBED AS FOLLOWS:

AND 23, FLORIDA INDIAN RIVER LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED
 BOOK 1, PAGE 164, SECTION 8, TOWNSHIP 28 SOUTH, RANGE 37 EAST, LESS LANDS DESCRIBED IN OFFICIAL
 BC 2313, PAGE 2128 AND OFFICIAL RECORDS BOOK 3060, PAGE 4328, OF THE PUBLIC RECORDS OF BREVARD
 FLA

SITE DATA TABLE	
GROSS ACREAGE, SITE SQUARE FOOTAGE	37.62 AC, 1,638,674 S.F.
DENSITY (UNITS/ACRE)	4.1 UNITS PER ACRE
No. OF PROPOSED RESIDENTIAL UNITS	155
No. OF PROPOSED BUILDINGS/STRUCTURES CLUB HOUSE FACILITY	±3,281 S.F.
FLOOR AREA OF EACH RESIDENTIAL UNIT	1,200 S.F. MINIMUM
% OF SITE COVERED BY STRUCTURES	* 23.8%
% OF SITE COVERED BY PAVEMENT	* 16.3%
% OF SITE THAT IS PERVIOUS	* 59.9%
% OF SITE COVERED BY IMPERVIOUS AREA	** 40.1%
NUMBER OF PARKING SPACES REQUIRED	636
NUMBER OF PARKING SPACES PROVIDED	661
HANDICAPPED PARKING SPACES REQUIRED	1
HANDICAPPED PARKING SPACES PROVIDED	2
SETBACKS REQUIRED < PROVIDED	ROW 20' < 23.01'
	REAR 25' < 29.77'
	SIDE (EAST) 25' < 25.10'
	SIDE (WEST) 25' < 29.48'
PARCEL ZONING CLASSIFICATION	R-3 WITH DEVELOPMENT AGREEMENT
STORMWATER MANAGEMENT AREA	5.98 AC, 260,448 S.F.
MINIMUM DISTANCE BETWEEN STRUCTURES	10'

* COMPUTATION BASED UPON MINIMUM SQUARE FOOTAGE.

** COMPUTATION BASED UPON MINIMUM SQUARE FOOTAGE OF BUILDINGS,
 PAVEMENT, CURB AND SIDEWALK.

NUMBER OF PARKING SPACES REQUIRED UNITS: 2/UNIT = 310

NUMBER OF PARKING SPACES PROVIDED UNITS: 2/UNIT = 310 (DBL CAR GARAGE)

NUMBER OF PARKING SPACES REQUIRED RECREATIONAL BUILDING: 1/200 S.F. = 17

NUMBER OF PARKING SPACES PROVIDED RECREATIONAL BUILDING: 24

MAXIMUM HEIGHT OF 2 STORY STRUCTURE PER CODE: 35'

PROJECTED SINGLE FAMILY UNIT HEIGHT: 18'-22'

OPTIONAL MAINTENANCE FACILITY AREA (2 EACH, SINGLE OR DOUBLE GARAGE SIZED)
 FOR DRY STORAGE OF LAWN MOWERS, IRRIGATION PARTS, & MAINTENANCE ITEMS.

CLUBHOUSE CONSTRUCTION: GROUP "A" (SMALL ASSEMBLY) TYPE V UNSPRINKLERED.

OUTSIDE AGENCY PERMITS REQUIRED FOR DEVELOPMENT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
 ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT
 FLORIDA GAME & FRESH WATER FISH COMMISSION
 BREVARD COUNTY
 U.S. ARMY CORPS OF ENGINEERS



CFN 2001080561 04-24-2001 12:41 pm

Prepared by OR Book/Page: 4329 / 1697

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 3	#Names: 2	
Trust: 2.00	Rec: 13.00	Serv: 0.00
0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

Dale A. Detmer, Esq.
Krasny and Detmer
304 South Harbor City Boulevard
Suite 201
Melbourne, FL 32901

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
COMPASS POINTE**

THIS AMENDMENT made this 19th day of April, 2001 by **COMPASS POINTE DEVELOPMENT CORPORATION**, a Florida Corporation (the "Developer") and **COMPASS POINTE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit Corporation (the "Association").

RECITALS:

A. Compass Pointe is depicted on the Compass Pointe Site Geometry Plan, which is recorded in Survey Book 7, Pages 99, 100 and 101, Public Records of Brevard County, Florida; and

B. The Declaration of Covenants, Conditions and Restrictions (the "Covenants") for Compass Pointe is recorded in Official Records Book 3952, Pages 3651, and amended in Official Records Book 3998, Page 1938, all of the Public Records of Brevard County, Florida; and

C. Developer and the Association desire, by this Amendment, to amend the Covenants as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, the Covenants are amended as follows:

1. Developer desires to amend Article II, Definitions, by the addition of Section 2.15 which shall read as follows:

Section 2.15: Housing for Older Persons. This term means housing that is intended and operated for occupancy by persons fifty-five (55) years of age or older, and (i) at least eighty percent (80%) of the occupied Units are occupied by at least one person who is fifty-five (55) years of age or older; (ii) published policies and procedures of Compass Pointe shall demonstrate it's intent to provide housing for older persons; and (iii) Compass Pointe shall fully comply with all rules and regulations issued by governmental authority for verification of occupancy which shall (a) provide for verification by reliable surveys and affidavits; and (b) include examples of the type of policies and procedures relevant to a determination of compliance with the requirements herein provided. Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification.

2. Developer desires to add to Article XII, General Provisions, Section 12.7.

Section 12.7: Housing for Older Persons. Compass Pointe is intended to be a residential community providing Housing for Older Persons.

3. In all other respects not inconsistent with the above, the said Covenants executed on the 18th day of January, 1999 and all amendments are hereby ratified, confirmed, re-executed and republished in their entirety.

IN WITNESS WHEREOF, the undersigned parties have caused their seals and signatures to be affixed this 19th day of April, 2001.

Signed, sealed and delivered
in presence of:

**COMPASS POINTE DEVELOPMENT
CORPORATION**, a Florida Corporation

[Signature]
Witness:

By:

[Signature]
Robert E. Stitzel, Sr., President

[Signature]
Witness:

**COMPASS POINTE COMMUNITY
ASSOCIATION, INC.**, a Florida not-for-profit
Corporation

[Signature]
Witness:

By:

[Signature]
Keith E. Mullin, President

[Signature]
Witness:

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 19th day of April, 2001 by Robert E. Stitzel, Sr., as President of Compass Pointe Development Corporation, a Florida Corporation, who is personally known to me.

[Signature]
Notary Public

My Commission Expires:



Carol B. Naylor
Commission # CC 97806
Expires Dec. 15, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

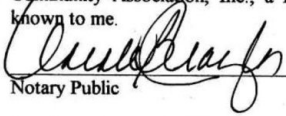


CFN 2001080561

OR Book/Page: 4329 / 1698

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 19th day of April, 2001 by Keith E. Mullin, as President of Compass Pointe Community Association, Inc., a Florida not-for-profit Corporation, who is personally known to me.


Notary Public

My Commission Expires



Carol B. Naylor
Commission # CC 978068
Expires Dec. 15, 2004
Bonded Three
Atlantic Bonding Co., Inc.



CFN 2001080561

OR Book/Page: 4329 / 1699

Prepared by and return to:

Dale A. Dettmer, Esq.
Krasny and Dettmer
304 South Harbor City Boulevard, Suite 201
Melbourne, FL 32901



CFN:2001215564 10-05-2001 02:25 pm
OR Book/Page: 4434 / 3453

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	Serv: 9.00
Trust: 1.50	Rec: 9.00	Excise: 0.00
Deed: 0.00		Int Tax: 0.00
Mtg: 0.00		

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
COMPASS POINTE**

THIS AMENDMENT made this 3rd day of October, 2001, by COMPASS POINTE DEVELOPMENT CORPORATION, a Florida Corporation (the "Developer") and COMPASS POINTE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit Corporation (the "Association").

RECITALS:

- A. Compass Pointe is depicted on the Compass Pointe Site Geometry Plan, which is recorded in Survey Book 7, Pages 99, 100 and 101, Public Records of Brevard County, Florida; and
- B. The Declaration of Covenants, Conditions and Restrictions (the "Covenants") for Compass Pointe is recorded in Official Records Book 3953, Page 3651, and amended in Official Records Book 3998, Page 1938, Official Records Book 4036, Page 0978, and Official Records Book 4329, Page 1697, all of the Public Records of Brevard County, Florida; and
- C. Developer and the Association desire, by this Amendment, to amend the Covenants as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, the Covenants are amended as follows:

1. Paragraph B of the Recitals is amended to read as follows:
- B. The property comprising Compass Pointe is divided into individual parcels each being designated herein as a "Unit" and common areas which are designated herein as "Common Property." Each Unit and the Common Property are depicted on either the Compass Pointe Site Geometry Plan which is recorded in Survey Book 7, Pages 99 through 101, or Fee Ownership Unit Line Geometry Plan as recorded in Survey Book 8, Pages 91 through 92, all of the Public Records of Brevard County, Florida (herein collectively "Site Plan"), and which by this reference is incorporated herein.

2. Article X, Easements, is amended by the addition of Section 10.8 to read as follows:

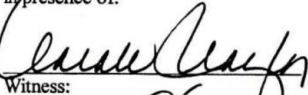
Section 10.8: Access and Use Easement. Each Unit Owner, their guests and invitees, shall have a perpetual easement across Common Property for (i) ingress and egress to and from such Unit to the adjoining roadway as depicted on the Site Plan together with the use of sidewalks, walkways and driveways, inclusive of the right of vehicular parking and other uses for which such driveway may reasonably be used; and (ii) for the planting of trees, shrubs, flowers and related landscape materials within a five foot (5') perimeter of the Unit provided that such Unit owner shall maintain all such landscaping to the extent installed by the Unit owner.

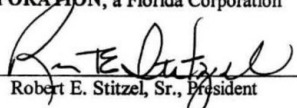
3. In all other respects not inconsistent with the above, the said Covenants executed on the 18th day of January, 1999, and all amendments are hereby ratified, confirmed, re-executed and republished in their entirety.

IN WITNESS WHEREOF, the undersigned parties have caused their seals and signatures to be affixed this 3rd day of October, 2001.

Signed, sealed and delivered
in presence of:

COMPASS POINTE DEVELOPMENT
CORPORATION, a Florida Corporation

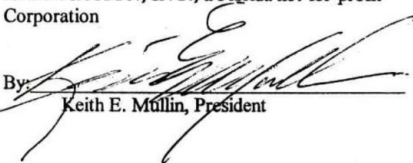

Witness:

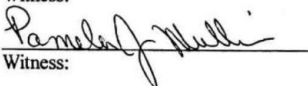
By: 
Robert E. Stitzel, Sr., President


Witness:

COMPASS POINTE COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit
Corporation


Witness:

By: 
Keith E. Mullin, President


Witness:

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 3rd day of October, 2001, by Robert E. Stitzel, Sr., as President of Compass Pointe Development Corporation, a Florida Corporation, who is personally known to me.


Notary Public

My Commission Expires:



Carol B. Naylor
Commission # CC 978068
Expires Dec. 15, 2004
Bonded Three
Atlantic Bonding Co., Inc.



CFN:2001215564

OR Book/Page: 4434 / 3454

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 5th day of October, 2001, by Keith E. Mullin, as President of Compass Pointe Community Association, a Florida not-for-profit Corporation, who is personally known to me.

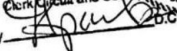

Notary Public

My Commission Expires:



Carol B. Naylor
Commission # CC 978068
Expires Dec. 15, 2004
Bonded Three
Atlantic Bonding Co., Inc.

STATE OF FLORIDA, COUNTY OF BREVARD
I HEREBY CERTIFY that the above and foregoing is a
true copy of the original filed in this office.

SCOTT ELLIS, Clerk Circuit and County Court
Dated 10/5/01 By:  S.C.



Prepared by and return to:
Dale A. Dettmer, Esq.
Krasny and Dettmer
304 South Harbor City Boulevard
Suite 201
Melbourne, FL 32901

**FIFTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
COMPASS POINTE**

THIS AMENDMENT made this 27th day of February, 2002, by **COMPASS POINTE DEVELOPMENT CORPORATION**, a Florida Corporation (the "Developer") and **COMPASS POINTE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit Corporation (the "Association").

RECITALS:

A. Compass Pointe is depicted in part on the Compass Pointe Site Geometry Plan, which is recorded in Survey Book 7, Pages 99 - 101, and in part on that certain Unit Tract Location Line Geometry Plan and Fee Ownership Unit Line Geometry Plan of Compass Pointe recorded in Survey Book 8, Pages 91 - 92, all of the Public Records of Brevard County, Florida; and

B. The Declaration of Covenants, Conditions and Restrictions (the "Covenants") for Compass Pointe is recorded in Official Records Book 3952, Page 3651, and amended in Official Records Book 3998, Page 1938, Official Records Book 4036, Page 0978, Official Records Book 4329, Page 1697 and Official Records Book 4434, Page 3453, all of the Public Records of Brevard County, Florida and as thereafter amended; and

C. Developer and the Association desire, by this Amendment to modify the Covenants as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, the Covenants are amended as follows:

1. Section 11.1 of the Covenants is restated to read as follows:

Section 11.1 Restrictions and Limitations on Use of Conservation Easement Area. The Conservation Area and Lake "F" as depicted on the Geometry Plan shall be subject to a perpetual conservation easement (the "Conservation Easement Area").

2. The Conservation Area as depicted on that certain Unit Tract Location Line Geometry Plan and Fee Ownership Unit Line Geometry Plan of Compass Pointe recorded in Survey Book 8, Pages 91 - 92, Public Records of Brevard County, Florida, shall supercede and amend in all respects the Conservation Area as depicted on the Compass Pointe Site Geometry Plan, as recorded in Survey Book 7, Pages 99 through 101, Public Records of Brevard County, Florida; it being intended that from and after the date of this instrument, the Conservation Area shall be as depicted on the Unit Tract Location Line Geometry Plan and Fee Ownership Unit Line Geometry Plan of Compass Pointe recorded in Survey Book 8, Pages 91 - 92, Public Records of Brevard County, Florida.

3. In all other respects, the Declaration of covenants as previously amended, is ratified and confirmed in its entirety.



CFN 2002056513 03-07-2002 09:01 am
OR Book/Page: 4543 / 0728

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 3	#Names: 2
Trust: 2.00	Rec: 13.00
Excise: 0.00	Serv: 8.00
Mtg: 0.00	Int Tax: 0.00



Prepared by and return to:
Dale A. Dettmer, Esq.
Krasny and Dettmer
304 South Harbor City Boulevard
Suite 201
Melbourne, FL 32901

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 3	#Names: 2	
Trust: 2.00	Rec: 13.00	Serv: 0.00
Excise: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

**SIXTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
COMPASS POINTE**

THIS AMENDMENT made this 21st day of October, 2002, by **COMPASS POINTE DEVELOPMENT CORPORATION**, a Florida Corporation (the "Developer") and **COMPASS POINTE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit Corporation (the "Association").

RECITALS:

A. Compass Pointe is depicted in part on the Compass Pointe Site Geometry Plan, which is recorded in Survey Book 7, Pages 99 - 101, and in part on that certain Unit Tract Location Line Geometry Plan and Fee Ownership Unit Line Geometry Plan of Compass Pointe recorded in Survey Book 8, Pages 91 - 92, all of the Public Records of Brevard County, Florida; and

B. The Declaration of Covenants, Conditions and Restrictions (the "Covenants") for Compass Pointe is recorded in Official Records Book 3952, Page 3651, and amended in Official Records Book 3998, Page 1938, Official Records Book 4036, Page 0978, Official Records Book 4329, Page 1697; Official Records Book 4434, Page 3452, and Official Records Book 4543, Page 0728 all of the Public Records of Brevard County, Florida and as thereafter amended; and

C. Developer and the Association desire, by this Amendment to modify the Covenants as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, the Covenants are amended as follows:

1. Section 8.1 of the Covenants is restated to read as follows:

Section 8.1 Leases. Article I provides that all persons who are present in the community must comply with the Covenants. In order to enforce this provision, all Owners leasing or renting their Units shall be required to incorporate the following provisions in leases or rental agreements (substantially in the following form):

The Leased Premises are a part of Compass Pointe Community. All persons occupying property in Compass Pointe are required to observe the Covenants and Restrictions of



CFN 2002265545

OR Book/Page: 4715 / 1703

Compass Pointe Community Association, Inc. Copies of the Covenants and Restrictions are to be obtained from the Landlord.

In addition, all Owners leasing their Units are required to provide the Association with a copy of the lease and the names and addresses of the Landlord and the Tenant unless they are contained in the lease or rental agreement.

All leases shall be for a term of not less than seven (7) months nor shall there be more than one (1) lease per Unit for any given twelve (12) month term. Subleasing shall not be permitted.

All leased premises shall be rented to persons fifty-five (55) years of age or older. Further, no children under eighteen (18) years of age shall be permitted to reside within Compass Pointe.

The lease of a Unit within Compass Pointe shall be made to one (1) family unit, the members of which are all related by blood.

2. In all other respects, the Declaration of covenants as previously amended, is ratified and confirmed in its entirety.

IN WITNESS WHEREOF, the undersigned parties have caused their seals and signatures to be affixed this 21st day of October, 2002.

Signed, sealed and delivered
in presence of:

Witness:

COMPASS POINTE DEVELOPMENT
CORPORATION, a Florida Corporation

By:
Robert E. Stitzel, Sr., President

Witness:

COMPASS POINTE COMMUNITY ASSOCIATION,
INC., a Florida not-for-profit Corporation

By:
Bernard Petit, President

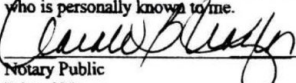


CFN 2002265545

OR Book/Page: 4715 / 1704

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 21st day of October, 2002,
by Robert E. Stitzel, Sr., as President of Compass Pointe Development Corporation, a Florida Corporation,
who is personally known to me.

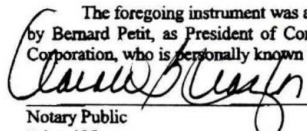

Notary Public
Printed Name:
My Commission Expires:



Carole B. Naylor
Commission # CC 978068
Expires Dec. 15, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 21st day of October, 2002,
by Bernard Petit, as President of Compass Pointe Community Association, Inc., a Florida not-for-profit
Corporation, who is personally known to me.


Notary Public
Printed Name:
My Commission Expires:



Carole B. Naylor
Commission # CC 978068
Expires Dec. 15, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

Prepared by and return to:

Dale A. Dettmer, Esq.
Krasny and Dettmer
304 South Harbor City Boulevard, Suite 201
Melbourne, FL 32901

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 13.00 Serv: 4.00
Excise: 0.00
Mtg: 0.00 nt Tax: 0.00



CFN 2003242417 08-08-2003 01:02 pm
OR Book/Page: 5010 / 1767

**SEVENTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
COMPASS POINTE**

HC ↓

THIS AMENDMENT made this 18th day of July, 2003 by **COMPASS POINTE DEVELOPMENT CORPORATION**, a Florida Corporation (the "Developer") and **COMPASS POINTE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit Corporation (the "Association").

RECITALS:

A. Compass Pointe is depicted on the Compass Pointe Site Geometry Plan, which is recorded in Survey Book 7, Pages 99, 100 and 101, Public Records of Brevard County, Florida and the Unit Tract Location Line Geometry Plan and the Fee Ownership Unit Line Geometry Plan as recorded in Survey Book 8, Pages 91 and 92, Public Records of Brevard County, Florida; and

B. The Declaration of Covenants, Conditions and Restrictions (the "Covenants") for Compass Pointe is recorded in Official Records Book 3953, Page 3651; as amended in Official Records Book 3998, Page 1938; Official Records Book 4036, Page 0978; Official Records Book 4329, Page 1697; Official Records Book 4434, Page 3452; Official Records Book 4543, Page 0728; and in Official Records Book 4715, Page 1702, all of the Public Records of Brevard County, Florida; and

C. Developer and the Association desire, by this Amendment, to amend the Covenants as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, the Covenants are amended as follows:

1. Paragraph 5.4 of the Covenants is hereby amended to read as follows

Section 5.4: Duty to Maintain Common Property and the Units. Each Owner of a Unit described on the Compass Pointe Site Geometry Plan which is recorded in Survey Book 7, Pages 99-101, Public Records of Brevard County, Florida, shall be responsible for replacement of all plantings and the maintenance of supplemental plantings as well as the repair and replacement of all concrete surfaces, less and except sidewalks adjacent to roadways, located within the boundary of the Unit. Each Owner of a Unit described on the Unit Tract Location Line Geometry Plan and the Fee Ownership Unit Line Geometry Plan as recorded in Survey Book 8, Pages 91-92, Public Records of Brevard County, Florida, shall be responsible for the replacement of all plantings and the maintenance of supplemental plantings. Each Unit Owner of a Unit described on the Unit Tract Location Line Geometry Plan and the Fee Ownership Unit Line Geometry Plan as recorded in Survey Book 8, Pages 91-92, Public Records of Brevard County, Florida shall be responsible for the repair and replacement of all concrete surfaces located within the boundary of the Unit Tract Location Line Geometry Plan, less and except sidewalks adjacent to roadways. Notwithstanding the foregoing, the Association shall maintain and replace certain plantings located on Units 1, 13 and 80 as depicted on the Unit Tract Location Line Geometry Plan and the Fee Ownership Unit Line Geometry Plan as recorded in Survey Book 8, Pages 91-92, Public Records of Brevard County, Florida, as they are a part of the entrance feature of Compass Pointe.

The Association shall also have the duty to maintain the irrigation system, all grass and vegetation located on the common property and the real property of a Unit, except for supplemental plantings by the Unit Owner, for the purpose of maintaining same in a safe and attractive condition and for such purposes the Association shall have an easement upon and a right to enter upon any Unit (excluding, however, the dwelling structure) at a reasonable time and in a reasonable manner to conduct the maintenance duties imposed by this paragraph.

It shall be the responsibility of the Owner to maintain the interior and exterior of the dwelling structure in good condition and repair, including painting, roof repair and replacement as may reasonably be required from time to time. Consistent therewith, the Owner shall remain responsible for the repair or maintenance of decks and screened-in porches, all concrete surfaces, yard lights and other exterior lights, including bulb replacement.

The Association and any Owner may enter into a written agreement which otherwise allocates responsibility for the allocation of the maintenance responsibility. In such event, the Association shall keep and make available as a part of its records all such agreements.

2. Section 2.15 of the Covenants is hereby amended to read as follows:

Section 2.15: Housing for Older Persons. This term means housing that is intended and operated for occupancy by persons fifty-five (55) years of age or older, and (i) at least eighty percent (80%) of the occupied Units are occupied by at least one person who is fifty-five (55) years of age or older; (ii) published policies and procedures of Compass Pointe shall demonstrate its intent to provide housing for older persons; and (iii) Compass Pointe shall fully comply with all rules and regulations issued by governmental authority for verification of occupancy which shall (a) provide for verifications by reliable surveys and affidavits; and (b) include examples of the type of policies and procedures relevant to a determination of compliance with the requirements herein provided. Such surveys and affidavits shall be admissible in administrative and judicial proceedings for the purposes of such verification. Accordingly, and in furtherance of the foregoing, Compass Pointe shall not permit permanent residents of a person under 18 years of age within a Unit at Compass Pointe. For the purpose of this matter, a permanent resident shall be any person residing within the Unit for more than twenty-one (21) days in a calendar year.

3. In all other respects not inconsistent with the above, the said Covenants executed on the 18th day of January, 1999 and all amendments are hereby ratified, confirmed, re-executed and republished in their entirety.

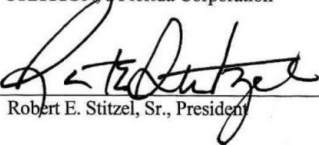
IN WITNESS WHEREOF, the undersigned parties have caused their seals and signatures to be affixed this 18th day of July, 2003.

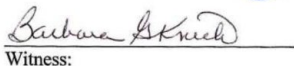
Signed, sealed and delivered
in presence of:

**COMPASS POINTE DEVELOPMENT
CORPORATION**, a Florida Corporation


Witness:

By:


Robert E. Stitzel, Sr., President


Witness:



CFN 2003242417

OR Book/Page: 5010 / 1768

COMPASS POINTE COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit
Corporation

Harriet March
Witness:
Carole B. Naylor
Witness:

By: Edward March
Name: Edward March
Title: President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 18th day of July,
2003 by Robert E. Stitzel, Sr., as President of Compass Pointe Development Corporation, a Florida
Corporation, who is personally known to me.

Carole B. Naylor
Notary Public
My Commission Expires:



Carole B. Naylor
Commission # CC 978068
Expires Dec. 15, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 18th day of July,
2003 by Edward March, as President of Compass Pointe Community
Association, a Florida not-for-profit Corporation, who is personally known to me, or who has provided
as identification.

Carole B. Naylor
Notary Public
My Commission Expires:



Carole B. Naylor
Commission # CC 978068
Expires Dec. 15, 2004
Bonded Thru
Atlantic Bonding Co., Inc.



CFN 2003242417

OR Book/Page: 5010 / 1769

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 3
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#Names: 2
Rec: 25.00
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Excise: 0.00
nt Tax: 0.00

CFN 2006250779

08-23-2006 04:05 pm

OR Book/Page: 5688 / 6978

**EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
COMPASS POINTE COMMUNITY ASSOCIATION, INC.**

THIS AMENDMENT approved by the Association membership and accepted by the Association Board of Directors on the 15th day of March, 2006 by the **COMPASS POINTE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit Corporation (the "Association").

RECITALS:

A. Compass Pointe is depicted on the Compass Pointe Site Geometry Plan, which is recorded in Survey Book 7, Pages 99, 100, and 101, Public Records of Brevard County, Florida and the Unit Track Location Line Geometry Plan and the Fee Ownership Unit Line Geometry Plan as recorded in Survey Book 8, Pages 91 and 92, Public Records of Brevard County, Florida, and

B. The Declaration of Covenants, Conditions and Restrictions (the "Covenants") for Compass Pointe is recorded in Official Records Book 3953, Page 3651; as amended in Official Records Book 3998, Page 1938; Official Records Book 4036, Page 0978; Official Records Book 4329, Page 1697; Official Records Book 4434, Page 3452; Official Records Book 4543, Page 0728; and in Official Records Book 4715, Page 1702, all of the Public Records of Brevard County, Florida; and

C. The Association desires, by this Amendment, to amend the Covenants as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, the Covenants are amended as follows:

1. Article II of the Covenants is hereby amended to read as follows

Section 2.16: Supplemental Plantings. This term shall include all plantings for a Unit that have been installed by the owner, an agent for the owner or the builder of the unit. These plantings exclude those installed by the developer on common property for the development in general.

2. Article III of the Covenants is hereby amended to read as follows

Section 3.4: Date of Commencement of Assessments. The Assessment for each Unit shall begin upon conveyance of the Unit to a Class A Member. The first Assessment for each new Unit owner shall include a capital contribution in the amount equal to Three Hundred Dollars (\$300.00) in addition to the Assessment determined under Section 3.3 of these Covenants. The first Assessment shall be in this amount and shall be payable in advance at the place established by the Association and at the time of the conveyance of a Unit to a purchaser.

3. Article V of the Covenants is hereby amended to read as follows

Section 5.1: Enforcement Rights. The Association, its agents or employees, shall have the right, but not the obligation, to enter upon the real property comprising a Unit to cure any violation of these covenants and restrictions, including without limitation, the right to remove any structure which is in violation of these covenants and to enforce, maintain and repair of Units and improvements. Any

such removal, curing, maintenance or repair shall be at the expense of the Owner of the Unit on which the violation has occurred or exists which expense to remove and cure any violation of the covenants and restrictions shall not be a trespass and the Association shall not be liable for any damages on account of the entry.

The Association shall have the right to impose a fine in the amount of Ten Dollars (\$10.00) per day for each violation of these covenants and restrictions by the Owner of a Unit which remains uncured following the (10) days written notice and which identifies the violation and the date by which such violation shall be cured. A fine may not be imposed without an opportunity for a hearing before a grievance committee of at least (3) members appointed by the Board. These members shall not be officers, directors, or employees of the association, or the spouse, parent, brother or sister of an officer, director, or employee. If the committee, by a majority vote, does not approve the fine, it may not be imposed.

If the Owner or Tenant fails to attend the hearing scheduled, the Owner or Tenant shall be deemed to have admitted the allegations contained in the notice. Any fine imposed shall be payable within Ten (10) days after written notice of the committee's decision at the hearing.

In any action to recover the fine, the Association is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court.

The rights of the Association described in this Article shall not be construed as a limitation of the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Association to enforce these covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time.

4. Article VIII of the Covenants is hereby amended to read as follows

Section 8.3 (a) All Units shall be maintained by the Owner in neat and attractive condition. All landscaping on Common Property and the real property of a Unit (excluding however, the dwelling structure) shall be maintained by the Association to the extent defined in the "Compass Pointe Community Association, Inc., Association Rules & Forms" document and approved by the Board of Directors.

5. Article VIII of the Covenants is hereby amended to include as follows

Section 8.4 (j) The overnight parking of vehicles shall be permitted in driveways and garages only. No vehicle shall be parked on any lawn, yard, travel area of streets or other area not intended for vehicular use. Recreational vehicles, boats and trailers may be parked only within a garage. If such recreation vehicles, boats or trailers are of a size which cannot be accommodated in a garage, such vehicles shall be parked and stored outside of the Compass Pointe Community. Recreation vehicles may be parked for one (1) night before and after trips for the purpose of loading and unloading.

Section 8.4 (k) Uses of garages shall not include incorporating them into a residential portion of the unit.

Section 8.4 (t) The personal property of any resident of the Subject Property shall be kept inside the resident's Unit, except for patio furniture and accessories and other personal property commonly kept outside, which must be neat in appearance and in good condition. Outside storage of portable generators is not permitted.

8. Article IX of the Covenants is hereby amended to include as follows

Section 9.3: Irrigation Water System. Each Unit shall be connected to the irrigation water system operated and maintained by the Association.

IN WITNESS WHEREOF, the undersigned parties have caused their seals and signatures to be affixed this 24 day of April, 2006.

Signed, sealed and delivered in the presence of:

Witness

Witness

COMPASS POINTE COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit
Corporation

By:

Name: Teresa Brennan

Title: President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 24 day of April, 2006 by Teresa Brennan, as President of the Compass Pointe Community Association, a Florida not-for-profit Corporation, who is personally known to me, or who has provided Florida as identification. Drivers License

Notary Public

My Commission Expires



Stewart B. Capps
MY COMMISSION # DD229998 EXPIRES
October 11, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

Stewart B. Copps Esq.
P.O. Box 034021
Tallahassee, FL 32303

CFN 2006250778 08-23-2006 04:05 pm
OR Book/Page: 5688 / 6975

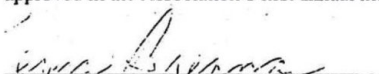
**AMENDMENTS to the BYLAWS
COMPASS POINTE COMMUNITY ASSOCIATION, INC.**

Article III, Section 3.1 amended to read as follows

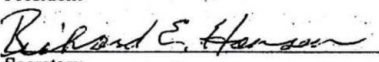
Section 3.1 ("Substantial rewording of the Bylaw. See Bylaw 3.1 for present text.) The annual membership meeting shall be held within the month of February of each year at a date, time and place as determined by the Board of Directors with 30 days advanced notice.

Section 4.1 ("Substantial rewording of the Bylaw. See Bylaw 4.1 for present text.) The Board of Directors shall consist of nine (9) directors. Any Unit owner desiring to be a candidate for Board membership can be nominated from the floor at the annual meeting the membership. Each year three (3) directors shall be elected for terms of three (3) years. Mid-term vacancies shall be filled with directors appointed by the Board, each to complete the term of the vacated position.

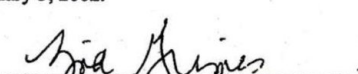
These changes hereby certified by these officers of the Association: by these officers of the Association: for the recording in the Public Record of Brevard County, State of Florida, having been approved in the Association's first annual meeting on February 5, 2002.




President



Secretary



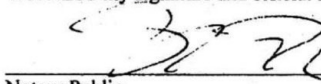
Witness



Witness

I HEREBY CERTIFY that on this 9th day of June, 2006, Teresa Brennan and Richard E. Hansen to me personally known to me to be the persons signing the foregoing instrument as such officers of COMPASS POINTE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, and acknowledged the execution thereof to be his free act and deed and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal on the day and year last aforesaid.



Notary Public



Stewart B. Copps
MY COMMISSION # DD229999 EXPIRES
October 11, 2007
BONDED THRU TROY FAIR INSURANCE, INC.

Scott Ellis

Clerk Of Courts, Brevard County

Article III, Section 3.3 amended to read as follows

Section 3.3 Notice of all membership meetings, regular or special, shall be given by the President, Vice President or Secretary/ Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fourteen (14) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said

#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 25.00 Serv: 0.00
Dad: 0.00 Excise: 0.00
Mip: 0.00 nt Tax: 0.00

time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. Written notice of all membership meetings, regular or special, shall be posted in a conspicuous place on the subdivision property at least fourteen (14) days prior to the meeting. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any membership meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Covenants, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided there is strict compliance with the percentage of Unit owners or voting rights required to make decisions and to constitute a quorum as provided in the Covenants, Bylaws and Articles of Incorporation of Compass Pointe.

Article IV, Section 4.1 amended to read as follows

Section 4.1 The board of directors shall consist of nine (9) directors. Any Unit owner desiring to be a candidate for board membership shall submit an application, prior to the annual meeting, including background information. Candidates also may be nominated from the floor at the annual meeting of the membership. Each director elected shall serve for the term of three years (3) years or until his successor is duly elected. Any member of the board of directors may be recalled and removed from office with or without cause by a vote or agreement in writing by a majority of all Unit owners. A special meeting of the Unit owners to recall a member or members of the board of directors may be called by ten percent (10%) of the Unit owners giving notice of the meeting as required for a meeting of Unit owners, and the notice shall state the purpose of the meeting. A director is expected to make every effort to attend all regularly scheduled meetings of the board. Unexcused absence from three such consecutive meetings shall be grounds for dismissal by a majority vote of the board. .

Article IV, Section 4.2.2 amended to read as follows

4.2.2 Vacancies in the board of directors may be filled to complete the term of the replaced director by a majority vote of the remaining directors.

Article IV, Section 4.5 amended to read as follows

Section 4.5 Regular meetings of the board of directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or e-mail (with acknowledged receipt) least ten (10) days prior to the day named for such meeting, unless notice is waived. These meetings shall be open to all Unit owners except for meetings between the directors and it's attorney with respect to proposed or pending litigation where the content of the discussion would otherwise be governed by the attorney-client privilege. Notice of the meetings shall be posted in conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, the board may approve a reasonable alternative to posting of the notice of each board meeting which may include publication of notice of such or publishing a schedule of board meetings. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

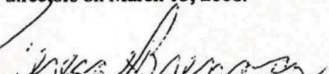
Article IV, Section 4.6 amended to read as follows

Section 4.6 Special meetings of the directors may be called by the President, and must be called by the Secretary-Treasurer at the written request of three (3) directors. Not less than three (3) days notice of a meeting shall be given to each Director, personally or by mail, telephone or e-mail (with acknowledged receipt), which notice shall state the time, place and purpose of the meeting. Use of e-mail for notification of any and all meetings requires that the receiving member must consent in writing to receive the notice by the electronic transmission.

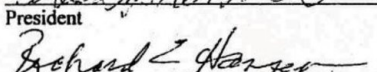
Article IV, Section 4.11.11 amended to read as follows

4.11.11 Approval of all expenditures outside of already reserve items and normal yearly budget items shall be limited to One Thousand Five Hundred Dollars (\$1,500.00). Expenditures in excess of One Thousand Dollars Five Hundred (\$1,500.00) must be approved by a vote of a majority of the Unit owners voting.

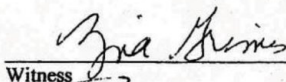
These changes hereby certified by these officers of the Association: by these officers of the Association: for the recording in the Public Record of Brevard County, State of Florida, having been approved by the Association membership with the results accepted by the Association's Board of directors on March 15, 2006.



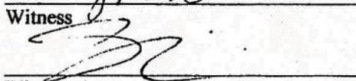
President



Secretary



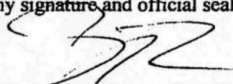
Witness



Witness

I HEREBY CERTIFY that on this 22 day of June, 2006, Teresa Brennan and Richard E. Hansen to me personally known to me to be the persons signing the foregoing instrument as such officers of COMPASS POINTE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, and acknowledged the execution thereof to be his free act and deed and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal on the day and year last aforesaid.



Notary Public

STATE OF FLORIDA
COUNTY OF BREVARD



Stewart B. Capps
MY COMMISSION # 00229998 EXPIRES
October 11, 2007
BONDED THRU TROY FARM INSURANCE, INC.

THIS DOCUMENT PREPARED BY:
Compass Pointe Community Association, Inc.
707 Rochester Drive
West Melbourne, FL 32904

RETURN TO:
Brian S. Hess, Esq.
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR COMPASS POINTE**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of COMPASS POINTE COMMUNITY ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS AND RESTRICTIONS FOR COMPASS POINTE, recorded in Official Records Book 3953, Page 3651, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR COMPASS POINTE, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted on the 3rd day of February, 2015.

Said Amendment was approved in accordance with the requirements of Article XII, Section 12.1 of the Declaration, as amended, by the affirmative vote of two-thirds (2/3) of the Owners.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 7th day of February, 2015.

Signed, sealed and delivered
in the presence of:

COMPASS POINTE COMMUNITY
ASSOCIATION, INC.

Raymond Tarantelli
(Sign - Witness 1)
Raymond Tarantelli
(Print - Witness 1)

By: Dean L. Shaw
(Sign)
Dean L. Shaw
(Print)

Maria W. Lawrence
(Sign - Witness 2)
MARIA W. LAWRENCE
(Print - Witness 2)

President, Compass Pointe Community
Association, Inc.

Raymond Tarantelli
(Sign - Witness 1)
Raymond Tarantelli
(Print - Witness 1)

Attest: Leon E. Wacholz
(Sign)
Leon E. Wacholz
(Print)

Maria W. Lawrence
(Sign - Witness 2)
MARIA W. LAWRENCE
(Print - Witness 2)

Secretary, Compass Pointe Community
Association, Inc.

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing was acknowledged before me this 1st day of February,
2015, by Dean L. Shaw, as President, and Leon E. Wacholz,
as Secretary, of COMPASS POINTE COMMUNITY ASSOCIATION, INC., a Florida not for
profit corporation, on behalf of the corporation, who are personally known to me or who have
produced Florida Driver's License as identification.

NOTARY PUBLIC

Charlene W. Morris (Sign)
Charlene Morris (Print)

State of Florida, At Large
My Commission Expires:



**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
COMPASS POINTE**

The following amendment is made to Article VIII, Section 8.4(j) of the DECLARATION OF COVENANTS AND RESTRICTIONS FOR COMPASS POINTE, recorded in Official Records Book 3953, Page 3651, *et. seq.*, of the Public Records of Brevard County, Florida, as same may have been amended from time to time (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

...

**ARTICLE VIII
Use Restrictions and Architectural Control**

...

Section 8.4: Miscellaneous Use Restrictions.

...

(j) The overnight parking of vehicles shall be permitted in driveways and garages only. No vehicle shall be parked on any lawn, yard, travel area of streets or other area not intended for vehicle use. Recreational vehicles, boats and trailers may be parked only within a garage. If such recreational vehicles, boats or trailers are of a size which cannot be accommodated in a garage, such vehicles shall be parked and stored outside of the Compass Pointe Community. Recreational vehicles may be parked for ~~one (1) night~~ two (2) nights before and after trips for the purpose of loading and unloading.

...

THIS DOCUMENT PREPARED BY:
Compass Pointe Community Association, Inc.
707 Rochester Drive
West Melbourne, FL 32904

RETURN TO:
Brian S. Hess, Esq.
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO BY LAWS OF
COMPASS POINTE COMMUNITY ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of COMPASS POINTE COMMUNITY ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the BY LAWS OF COMPASS POINTE COMMUNITY ASSOCIATION, INC., recorded in Official Records Book 3953, Page 3681, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "By-Laws"), hereby certify that the AMENDMENT TO BY LAWS OF COMPASS POINTE COMMUNITY ASSOCIATION, INC., which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted on the 3rd day of February, 2015.

Said Amendment was approved in accordance with the requirements of Article IX, Section 9.6 of the By-Laws, as amended, by the affirmative vote of the members owning not less than seventy-five percent (75%) of the Units in the subdivision. Additionally, the Amendment was approved by the affirmative vote of seventy-five percent (75%) of the entire membership of the board of directors.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the By-Laws shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 7th day of February, 2015.

Signed, sealed and delivered
in the presence of:

COMPASS POINTE COMMUNITY
ASSOCIATION, INC.

Raymond Tarastelli
(Sign - Witness 1)
Raymond Tarastelli
(Print - Witness 1)

By: Dean L. Shaw
(Sign)
Dean L. Shaw
(Print)

Merle W. Lawrence
(Sign - Witness 2)
MERLE W. LAWRENCE
(Print - Witness 2)

President, Compass Pointe Community
Association, Inc.

Raymond Tarastelli
(Sign - Witness 1)
Raymond Tarastelli
(Print - Witness 1)

Attest:

Leon E. Wacholz
(Sign)
Leon E. Wacholz
(Print)

Merle W. Lawrence
(Sign - Witness 2)
MERLE W. LAWRENCE
(Print - Witness 2)

Secretary, Compass Pointe Community
Association, Inc.

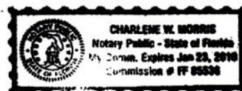
STATE OF FLORIDA
COUNTY OF Brevard

The foregoing was acknowledged before me this 7th day of February,
2015, by Dean L. Shaw, as President, and Leon E. Wacholz
as Secretary, of COMPASS POINTE COMMUNITY ASSOCIATION, INC., a Florida not for
profit corporation, on behalf of the corporation, who are personally known to me or who have
produced Florida Driver's License as identification.

NOTARY PUBLIC

Charlene W. Morris (Sign)
Charlene W. Morris (Print)

State of Florida, At Large
My Commission Expires:



**AMENDMENT TO BY LAWS
OF
COMPASS POINTE COMMUNITY ASSOCIATION, INC.**

The following amendment is made to Article IV, Section 4.1 of the BY LAWS OF COMPASS POINTE COMMUNITY ASSOCIATION, INC., recorded in Official Records Book 3953, Page 3681, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

...

**ARTICLE IV
Board of Directors and Officers**

...

Section 4.1 The board of directors shall consist of nine (9) directors. Any Unit owner desiring to be a candidate for board membership shall submit an application, prior to the annual meeting, including background information. ~~Candidates also may be nominated from the floor at the annual meeting of the membership.~~ Each director elected shall serve for the term of three years (3) years or until his successor is duly elected. Any member of the board of directors may be recalled and removed from office with or without cause by a vote or agreement in writing by a majority of all Unit owners. A special meeting of the Unit owners to recall a member or members of the board of directors may be called by ten percent (10%) of the Unit owners giving notice of the meeting as required for a meeting of Unit owners, and the notice shall state the purpose of the meeting. A director is expected to make every effort to attend all regularly scheduled meetings of the board. Unexcused absence from three such consecutive meetings shall be grounds for dismissal by a majority vote of the board.

...

