

**ARTICLES OF INCORPORATION
OF
THE COUNTRY CLUB POINTE DOCK ASSOCIATION, INC.**

The undersigned hereby forms a corporation not for profit under Chapter 617 of the Florida Statutes (the "Corporation") and, for these purposes, does hereby adopt the following Articles of Incorporation.

ARTICLE I - NAME

The name of the Corporation shall be THE COUNTRY CLUB POINTE DOCK ASSOCIATION, INC.

ARTICLE II - PURPOSES

The purposes for which the Corporation is organized are to:

1. Manage and regulate each of the designated and/or constructed boat docks located on or about that property depicted in Exhibit "A", which is attached hereto and made a part hereof. The boat docks are identified by number on Exhibit "A" and are individually referred to herein as "a Dock" and collectively as "the Docks." The Docks and adjacent area east of the Calcutta Drive right of way and south of south of Golf View Drive are referred to herein collectively as "the Dock Area."
2. Manage the restriction of the possession and use of each Dock in the manner set forth herein and to provide rules and regulations concerning the same as well as the general use of the Dock Area.
3. Provide for a manner of management of the Docks and related facilities through THE COUNTRY CLUB POINTE DOCK ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association").
4. The Corporation shall not engage, nor shall any of its funds, property, or income be used, in carrying on propaganda or otherwise attempting to influence legislation, nor shall the Corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, nor shall the Corporation engage in subversive activities except as required to further the purposes of the Corporation.
5. In general, to do any and all acts and things, and to exercise any and all powers which now or hereafter are lawful for the Corporation to do or exercise under Florida law and the Code.
6. The Corporation makes no representation or warranty as to any ownership right in any aspect of the Dock or the Dock Area.

ARTICLE III – POWERS

In addition to the powers and duties delineated in Chapter 617 of the Florida Statutes and the articles and bylaws adopted thereunder, the Corporation:

1. Develop rules and regulations for the use of the Dock Area and all improvements therein as well as procedures and mechanisms for the enforcement of same.
2. Manage and maintain the Dock Area.
3. Regulate the exclusive use and possession of each of the Docks.
4. May make and enter into contracts and assume such other functions as are necessary to carry out the purposes of the Corporation;
5. May perform all acts and things necessary or convenient to carry out the powers expressly granted in this section, and to achieve the purposes of this Corporation;
6. May make expenditures from funds raised and/or received, including any necessary administrative expenditures consistent with its powers and open and maintain bank accounts of the Corporation;
7. May indemnify, and purchase and maintain insurance on behalf of, directors, officers and employees of the Corporation against any personal liability or accountability;
8. Shall disburse funds pursuant consistent with the purposes of the Corporation and Florida law;
9. May sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person;
10. May adopt, use, and alter a common corporate seal. However, such seal need not always contain the words "corporation not for profit"; and
11. May adopt, amend, and repeal the articles of incorporation and bylaws in a way that is not inconsistent with the powers granted to it for the administration of the affairs of the Corporation and the exercise of its corporate powers.

ARTICLE IV - MEMBERS

Each real property owner of any residence located on Golfview Drive, Par Drive (lots 9 through 16) or Calcutta Drive in the County Club Pointe subdivision, Vero Beach, Indian River County, Florida, that is entitled to one of the Docks as shown on the membership register attached hereto as Exhibit "B" shall be a Designated Member. Without regard to the number of owners of any lot or residence, only one membership share shall be designated for each residence and a residence constructed on more than one lot shall be considered one residence and shall be entitled to one membership share except as provided herein. Only the primary residence on a lot shall be entitled to a membership share and ancillary and auxiliary structures shall not be counted as a residence for the purpose of this section. Membership in the Corporation is not an indicia of ownership and the Corporation is not owned by the members. Tenants and non-owner occupants of a residence shall not be members.

Any party not desiring to be a member of the Corporation may notify the Corporation that they no longer desire to be a member of the Corporation but may, in the future, elect to become a member of the Corporation by notifying the Corporation of such election.

ARTICLE V – OPERATION OF THE CORPORATION

1. EXCLUSIVE USE: The possession of the Docks as of the date of the formation of the Corporation is controlled and managed by Indian River County, Florida. The Corporation is being established for the purpose of regulating the use and possession of the Docks as a successor in role to Indian River County, Florida. The twenty (20) Docks numbered for identification as one (1) through twenty (20) on the attached Exhibit "A", are reserved as an exclusive and transferrable right of use for a specific numbered Dock and are transferrable from the registered user/assignee to another person, who is a member of the Corporation or is entitled to be a member of the Corporation, subject to the terms of these covenants, conditions, reservations, and restrictions. The Corporation shall assign each Dock to its current, designated user as per the last registry of users by Indian River County, Florida as it exists on the date of the formation of the Corporation (as shown on Exhibit "B"). A Member receiving such a designation shall herein be referred to as a "Designated Member." Nothing herein shall prevent a Designated Member from being assigned more than one of the Docks if that Designated Member is shown on Exhibit "B" as being assigned more than one dock. The Corporation shall maintain said registry of the parties entitled to the use and possession of each of the Docks. The Corporation shall issue a written designation ("Designation Certificate") of use for each Dock therein designating the member entitled to the exclusive use of the Dock, the identifying number of the Dock and the real property owned by the Member entitling them to be a member of the Corporation. The form of the Designation Certificate shall be as established by the Corporation and may be recorded in the Public Records of Indian River County, Florida. A party must be a Member of the Corporation in order to be entitled to the possession and use of a Dock. Membership is only available to owners of properties on Golfview Drive, Par Drive (lots 9 through 16) or Calcutta Drive in the County Club Pointe subdivision, Vero Beach, Indian River County, Florida.
2. Any assignment, pledge, encumbrance, divestiture, conveyance, lease or any other operation wherein the designated use of any Dock(s) is assigned without the prior, written consent of the Corporation shall be void excepting that if a Member is the Designated Member of one or more of the Docks and (i) the Designated Member sells their entire interest in their real property shown in their Designation Certificate for their dock(s); (ii) the Designated Member conveys the real property shown in their Designation Certificate for their dock(s) to a trust or entity wherein the designated Member is the beneficial owner of the trust or entity; or (iii) the property identified in the Designation Certificate is transferred by operation of law (e.g. inheritance, etc.); the new owner shall be entitled to assume the rights of the prior Member and the Corporation shall provide an amended Designation Certificate. For purposes of clarification, the intent of Corporation is that any successor to a Designated Member shall share in the same benefits and responsibilities as the Designated Member and shall effectively replace the existing Designated Member whose interest in the Corporation shall pass to the new real property owner. Any improper

assignment, pledge, encumbrance, divestiture, conveyance, lease or any other operation wherein the designated use of any Dock without the prior, written consent of the Corporation, unless corrected within ten (10) days of the date of notice by the Corporation, shall entitle the Corporation to redesignate the Dock's use to a different Member pursuant to the process established in paragraph 3 of this Article.

3. In the event that a Designated Member desires to convey their interest in any dock other than as provided in 2 above, the Designated Member shall notify the Corporation, in writing at the last address of the Corporation, and the Corporation shall notify each owner of a property otherwise qualified to be a potential Member of the Corporation (e.g. (i) not currently a Designated Member and (ii) is an owner of a property located on Golfview Drive, Par Drive (lots 9 through 16) or Calcutta Drive in the County Club Pointe subdivision, Vero Beach, Indian River County, Florida) of the availability of the dock for acquisition and provide for a means and manner by which the dock is to be assigned to a new member. The process shall involve a blind or silent auction whereby all prospective bidders shall submit written bids to the Corporation. Each bid must state the total price offered and must be accompanied by proof of funds satisfactory to the Corporation. All bids shall be submitted in sealed form or through an approved confidential electronic submission process designated by the Corporation. The contents of any bid shall remain confidential and shall not be disclosed to other bidders. The Corporation shall have no obligation to provide information regarding the number or bid amount of bids received. The Corporation shall promulgate and include further procedures and processes for the auction and the timeframe for the participation and completion of the auction and ultimate payment and assignment. The Corporation may require refundable deposits in order to qualify for bidding and all payments, including the deposit, may, at the discretion of the Corporation, be paid directly to the existing Designated User of the Dock. The successful bidder shall become a Member of the Corporation and the new Designated User of the Dock. The prior Designated User shall no longer be a member of the Corporation unless they are a Designated Member for a different dock.
4. The Docks and the Dock Area will be operated and controlled ultimately by the Corporation including, but not limited to, the ability to assign the specifically numbered Docks as provided herein.
5. The Corporation shall be entitled to maintain the Dock Area, including the canal and surrounding vegetation for the area denoted on the Plat of County Club Pointe Unit 1, as well as to procure insurance for the Dock Area and to protect the members of the Board of Directors.
6. The Docks and Dock Area shall be operated under such rules and regulations as may be from time to time promulgated by the Corporation, and the use and ownership of same shall be subject to those rules and regulations. The Corporation may promulgate separate rules and regulations covering the individual Docks to which the exclusive right of use has been transferred and separate rules and regulations covering the remaining portion of the Dock Area. Rules and regulations may also be promulgated for any areas commonly used for the enjoyment of the persons utilizing the use of the Dock Area.
7. General Use Rules:
 - a) Only pleasure boats in good condition and under their own power (mechanical, paddle or sail, etc.) shall be permitted to be berthed at the Docks.
 - b) Leasing of Docks is prohibited without the prior consent of the Corporation.
 - c) Commercial use of the Docks and Dock Area is prohibited.

- d) There shall be no repair or refitting of boats at the Docks and Dock Area excepting minor repairs and/or routine maintenance.
- e) Living aboard a vessel is prohibited.
- f) Boat supplies and materials may only be stored in dock boxes where such boxes are permitted by the rules and regulations of the Corporation.
- g) No refuse shall be thrown overboard; and no oil, spirits, inflammable material, or excessive bilge shall be discharged into the canal adjacent to the Dock Area or in the Dock Area.
- h) Only minimal wake shall be permitted in the vicinity of the Docks and Dock Area.
- i) All use shall be subject to all applicable, governing laws, ordinances and regulations of Indian River County, Florida and the State of Florida.
- j) All Docks shall be maintained in good repair subject to only typical wear and tear.

8. A Designated Member of a Dock shall be in default, subject to any cure provisions promulgated by the Corporation, if said Member has not strictly and completely complied with and abided by all of the terms, conditions, and provisions of the rules and regulations of the Corporation, including those provided herein. Upon a default, the Corporation shall have all of the rights, privileges, and remedies, all of which are cumulative, at law or in equity generally and as are set forth herein and in any related instruments. In addition, each defaulting Member shall pay to the Corporation all of the Corporation's costs, expenses, losses, or damages that may be sustained by the Corporation because of said Member's default, including but not limited to transfer and storage charges for Member'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 the rules of the Corporation, whether for litigation, including appellate proceedings, or otherwise. In addition, the Corporation 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 the Member be in default. In such event, the Member shall pay all reasonable costs, expenses, and attorneys' fees incurred in that regard.

9. Each Designated Member shall pay to the Corporation their prorated share of the estimated annual expenses of the Corporation. At least thirty days prior to the commencement of the Corporation's fiscal year (currently January 1 through December 31), the Corporation shall establish an annual budget for those costs and expenses it estimates it will incur in the following fiscal year. Assessments shall be due no later than the start of the fiscal year and the Corporation shall be permitted to declare further amounts due during the fiscal year in the event of a cash flow shortage (e.g. as a result of increased or unanticipated costs, failure to receive assessment payments from all Members, etc.).

ARTICLE VI - TERM OF EXISTENCE

The Corporation shall have a perpetual term unless and until dissolved pursuant to Florida Law.

ARTICLE VII – BOARD OF DIRECTORS/OFFICERS

1. The Corporation shall be governed by a Board of Directors that shall consist of at least three (3) but no more than nine (9) members.

2. Each member of the Board of Directors shall serve for a term of four (4) years.
3. Vacancies on the Board of Directors shall be filled by appointment by the remaining members of the Board of Directors.
4. The Board of Directors shall annually elect one of its appointive members as chairperson and one as vice chairperson. The members may, by a vote of the majority of the Board members, remove a member from the position of chairperson or vice chairperson prior to the expiration of his or her term as chairperson or vice chairperson. His or her successor shall be elected to serve for the balance of the removed chairperson's or vice chairperson's term.
5. The chairperson of the Board of Directors shall keep a record of the proceedings of the Board of Directors and is the custodian of all books, documents, and papers filed with the Board of Directors, the minutes of the Board of Directors, and the official seal of the Corporation.
6. The Board of Directors shall meet upon the call of the chairperson, at the request of the vice chairperson, or at the request of a majority of the Board of Directors.

ARTICLE VIII - FIRST BOARD OF DIRECTORS

The number of persons constituting the first Board of Directors shall be three (3) and the names of the persons who are to serve as the initial directors and their respective terms are as follows:

Name	Initial officer position	Term
Joel Rossmell	President	Four years
Lillian "Lilly" Ellis	Vice President	Four years
John Wright	Secretary	Four years
John Wright	Treasurer	Four years

ARTICLE IX - BY-LAWS

The Bylaws of the Corporation shall be initially approved by a majority vote of the Board of Directors, and thereafter may be altered or rescinded by a majority vote of the directors at a duly called meeting of the Board of Directors in accordance with these Articles of Incorporation.

ARTICLE X - AMENDMENTS TO THE ARTICLES OF INCORPORATION

These Articles of Incorporation may be amended in the manner provided by law.

ARTICLE XI – DISSOLUTION

Upon the dissolution of this organization, any remaining assets shall be distributed as provided under Florida law.

ARTICLE XII - INITIAL REGISTERED OFFICE AND AGENT

The name of the initial registered agent of the Corporation shall be:

Barry G. Segal, P.A.

The street address of the initial registered office of the Corporation shall be:

3096 Cardinal Drive, Suite 2C, Vero Beach, FL 32963

ARTICLE XIII - CORPORATION'S PRINCIPAL OFFICE

The principal office of the Corporation shall be:

Joel D. Rossmell
3004 Golfview Drive
Vero Beach, FL 32960

ARTICLE XIV- INCORPORATOR

The following is the name and street address of the incorporator signing these Articles:

Barry G. Segal
3096 Cardinal Drive, Suite 2C
Vero Beach, FL 32963

IN WITNESS WHEREOF, I have set my hand and seal this 5th day of November, 2025.



Barry G. Segal

CERTIFICATE OF ACCEPTANCE AS REGISTERED AGENT

Having been named as the Registered Agent in the Articles of Incorporation of THE COUNTRY CLUB POINTE DOCK ASSOCIATION, INC., I hereby accept and agree to act in this capacity.

Dated: November 5th, 2025.



Barry G. Segal

Exhibit "A"
Dock Register

January 28, 2025



Exhibit "B"
Membership Register

Dock No.	Licensee Address	Name
1	3003 Calcutta Dr.	John and Carolyn Wright
2	3010 Par Dr.	John and Kristin Pfleger
3	3002 Golf View Dr.	Thomas L. Pease, Kevin Ellis and Lillian P. Ellis
4	3039 Golf View Dr.	Clearance Yates
5	3004 Golf View Dr.	Joel and Jennifer Rossmell
6	3003 Calcutta Dr.	John and Carolyn Wright
7	3060 Par Dr.	Patrick and Natalie Savadge
8	3010 Golf View Dr.	Charles J. Replogle
9	3007 Calcutta Dr.	William Wood
10	3043 Golf View Dr.	Michael and Shannon Hauser
11	3009 Calcutta Dr.	Bradford and Amanda Pfenning
12	3012 Golf View Dr.	Jeffrey and Kere Minton
13	3023 Golf View Dr.	Jeffrey and Jennifer Palleschi
14	3011 Calcutta Dr.	Jeffrey and Patricia Cusson
15	3017 Golf View Dr.	John and Rachel Clark
16	3013 Calcutta Dr.	David Risinger
17	3030 Par Dr.	John Jackson
18	3040 Par Dr.	Carla Gridley (FKA Jackson)
19	3025 Golf View Dr.	Kathryn L. Williams (Trustee)
20	3027 Golf View Dr.	Matthew Barth