

DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS

THE DOCKS AT STEINHATCHEE SHORES

Prepared by:
James F. Caudill
Morrison & Caudill, PL
9010 Strada Stell Court, Suite #105
Naples, Florida 34109
(239) 530-3222

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE DOCKS AT STEINHATCHEE SHORES

This Declaration of Covenants, Conditions, and Restrictions is made this ____ day of _____, 200__, by STEINHATCHEE SHORES LLC, *a Florida limited liability company*, (hereinafter called the "Developer"), as the Owner of the Submerged Land Lease specified below, for itself and its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. INTRODUCTION AND SUBMISSION.

(a) The Land. The Developer owns that certain land located in Taylor County, Florida, and as more particularly described in Exhibit "A" annexed hereto (the "Land").

THE LAND (DEFINED HEREIN) IS WITHIN NAVIGABLE WATERS AND IS SUBJECT TO THE PRIOR RIGHTS AND CLAIMS OF THE UNITED STATES GOVERNMENT AND THE PUBLIC IN THE LAND.

ALL OWNERS, AT THE TIME OF CLOSING OF THEIR PURCHASE OF A BOAT SLIP, SHALL ACKNOWLEDGE THAT THEIR POSSESSORY RIGHTS TO THEIR BOAT SLIP ARE SUBJECT TO THE TERMS AND PROVISIONS OF THIS DECLARATION.

(b) Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or fixed, located on and intended for use in connection therewith, to the covenants, conditions and restrictions set forth herein; excluding therefrom, however, any public utility installations and other similar equipment that are owned by the utility furnishing services to the Association. The covenants and restrictions contained in this Declaration shall run with the Land and be binding upon and inure to the benefit of all present and future owners of the Boat Slip. The acquisition of title to a Boat Slip, or any other interest in the Association Property, or the lease, occupancy, or use of any portion of the Association Property shall constitute an acceptance and ratification of all provisions of this Declaration as it may be amended from time to time, and shall signify agreement to be bound by its terms. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan of ownership.

(c) Name. The name by which the development is to be identified is The Docks at Steinhatchee Shores (hereinafter called the "Development").

(d) Plan of Development. The Development is located in Steinhatchee, Florida. The Improvements are to be constructed on the Land. The Developer currently owns the entire Land and Developer, or its successors or assigns, may continue to operate property for other uses which developer deems compatible on some of the Land for as

long as the Developer, in its sole discretion, shall determine. Any such operation shall NOT be a part of this Association, and there is no intention to ever make it part of this Association. The Association Property shall consist of up to a total of fifty nine (59) Boat Slips (the "Boat Slips").

Exhibit B to this Declaration sets forth the footprint and general size of each Boat Slip.

2. DEFINITIONS

The following terms when used in this Declaration and in its exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

2.2 "Assessment" means a share of the funds that are required for the payment of Common Expenses that from time to time are assessed against the Boat Slip Owner.

2.3 "Association" or "Boat Dock Association" means The Docks at Steinhatchee Shores Owner's Association, Inc., a Florida corporation not for profit, the sole entity responsible for the operation of the Association.

2.4 "Association Property" means the property, real and personal, in which title or ownership is vested in the Association for the use and benefit of its members.

2.5 "Board" or "Board of Directors" means the representative body that is responsible for administration of the Association.

2.6 "Boat Dock Parcel" means a Boat Slip together with the undivided share in the Common Elements which is appurtenant to said Boat Slip: and when the context permits, the term includes all other appurtenances to the Boat Slip.

2.7 "Boat Dock Property" or "Property" means the Land, improvements described in Section 1 hereof, and other personal property, whether now owned or leased, or hereafter acquired or leased by the Association.

2.8 "Boat Slip" means a part of the Boat Dock Property that is subject to exclusive possession and occupancy. Each Boat Slip parcel is depicted on Exhibit "B", and is identified as Boat Slip one (1) through Boat Slip fifty-nine (59). Not included in the Boat Slips are the docks, any pilings associated with the docking facilities and any pipes, ducts, vents, wires, conduits and other facilities, equipment or fixtures running through any horizontal or vertical boundary of a Boat Slip or contained therein for the furnishing of utility services to the Boat Slips or the Common Elements, together with all of their respective interests and rights in the Common Elements arising hereunder and otherwise by virtue of membership in the Association.

2.9 "Boat Slip Owner" or "Owner of a Boat Slip" or "Owner" means the holder of legal title to a Boat Slip (subject to the disclaimers with respect the Land).

2.10 "By-Laws" mean the By-Laws of the Association, as they exist from time to time.

2.11 "Common Elements" means and includes, without limitation, the following items:

(a) Easements through Boat Slips for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of Utility Services and/or heating, cooling, ventilation and other services to more than one (1) Boat Slip or to the Common Elements, together with related property and installations.

(b) An easement of support in every portion of a Boat Slip that contributes to the support of the Dock, other Boat Slips and/or any part of the Common Elements.

(c) The property and installations required for the furnishing of utilities and other services to more than one (1) Boat Slip or to the Common Elements.

(d) Any easements granted in favor of the Association or otherwise appurtenant to the Boat Dock Property, including, but not limited to, that certain easement granted at section 3.4 (d), 3.4 (g), and 3.4 (h) hereof.

(e) Any other parts of the Boat Dock Property designated as Common Elements in this Declaration.

2.12 "Common Expenses" mean all shall mean the expenses of the Association, including, but not limited to:

(1) Expenses of administration, insurance, maintenance, operation, repair, replacement and betterment of the Common Elements.

(2) Expenses approved by the Board to be Common Expenses or by the By-Laws of the Association and any valid charge against the Marina Property as a whole, including but not limited to real estate taxes and assessments levied against the Association and/or the Common Elements.

2.13 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

2.14 "County" means the County of Taylor, State of Florida.

2.15 "Declaration" means this instrument, as it may be amended from time to time.

2.16 "Developer" means STEINHATCHEE SHORES LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Boat Dock Association. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

2.17 "Dock" means the structure situated from time to time on the Boat Dock Property in which the Boat Slips are located.

2.18 "Improvements" means all structures and artificial changes to the natural environment located on the Boat Dock Property, including, but not limited to, the Dock.

2.19 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, any other lender generally recognized as an institutional lender, or the Developer, any of which hold a first mortgage on a Boat Slip or Boat Slips and any and all investors or the successors and assigns of such investors which have loaned money to Developer to acquire, or construct improvements upon the Property and who have a mortgage lien on the Property securing such a loan. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagees of Boat Slips by which greater than one-half (1/2) of the voting interests of Boat Slips subject to mortgages held by Institutional First Mortgagees are encumbered.

2.20 "Loading Area" shall mean the docks installed and that portion of the Land shown on Exhibit "B" hereto.

2.21 "Parking Area" shall mean that perpetual non-exclusive easement area shown on Exhibit "B" hereto which is further described in Section 3.4(i) hereto.

2.21 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Boat Slip mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.22 "Property" means the Land and the shared easement rights of the Association and Boat Slip Owners.

2.23 "Upland Property" The property being retained by the Developer which is adjacent to the Land, such retained property being more particularly described in Exhibit "C" annexed hereto (the "Upland Property").

2.24 "Utility Service" means all utilities on the Property, including but not limited to, electric power, gas, telephone, hot and cold water, and television cable.

3. DESCRIPTION OF THE DEVELOPMENT

3.1.1. *Common Elements:* In addition to the Boat Slip described below, the Boat Dock Property contains as part of the common elements the docks and all of the Land not otherwise described as a Boat Slip. The "Loading Area" depicted on Exhibit "B" is a part of the Common Elements.

3.1.2 *Identification of Boat Slip.* A dock structure containing fifty nine (59) Boat Slips will be constructed on the Land. Each such Boat Slip is identified by a numerical designation. The designation of each of such Boat Slips is set forth on Exhibit B attached hereto. Exhibit B consists of a graphic description of the Land and the Improvements located therein, including, but not limited to, the docks in which the Boat Slips are located. Lots 1 through 24, the Septic Drainfields, the Stormwater Pond and the Future Mixed Use Parcel as depicted on Exhibit "B" are not a part of the Land or Improvements owned by the Association or governed by this Declaration (except for such easements or other rights-of-use set forth elsewhere herein). The Said Exhibit B, together with this Declaration, is sufficient in detail to identify the Common Elements, the Limited Common Elements, and each Boat Slip and their relative locations and dimensions. There shall pass with a Boat Slip as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an undivided share in the Limited Common Elements and Limited Common Surplus; (d) the exclusive right to use such portion of the Limited Common Elements as may be provided in this Declaration (e) an exclusive easement for the use of the airspace occupied by the Boat Slip as it exists at any particular time and as the Boat Slip may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (f) membership in the Association with the full voting rights appurtenant thereto; and (g) other appurtenances as may be provided by this Declaration.

3.2 *Boat Slip Boundaries:* Each Boat Slip is approximately (and not greater than) 30 feet in length and 12.5 feet in width (such width including approximately one-half the thickness of the middle tie-off piling that separates each set of two adjacent Boat Slips) and shall include that part of the Dock containing the Boat Slip that lies within the following boundaries (as graphically depicted in Exhibit "B"):

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Boat Slip shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

- (i) Upper Boundary: none.
- (ii) Lower Boundary: The natural river/canal floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Boat Slip shall be the vertical planes at the innermost points of the Dock and the center of the piling (as measured along the vertical plane) between adjacent Boat Slips extended to their planar intersections with each other and with the upper and lower boundaries.

3.2.1 *Exclusions from Boat Slips:* Not included in the Boat Slips are:

- (a) All facilities, equipment, or fixtures running through any horizontal or vertical portion of a Boat Slip or structural section for the furnishing of utility services to Boat Slips, Common Elements, or Limited Common Elements.
- (b) All space and improvements lying outside the volume comprising and bounding the Boat Slip, including that portion above the upper boundaries, below the lower boundaries, or beyond the perimetrical boundaries.

3.3 *Exceptions and Conflicts:* In the case of any conflict between the boundaries of the Boat Slip as above described and the dimensions of the Boat Slip shown on Exhibit B, the above provisions describing the boundary of a Boat Slip shall control, it being the intention of this Declaration that the actual as-built boundaries of the Boat Slip to be prepared upon completion of the Building in a manner as above described shall control over erroneous dimensions contained in Exhibit B attached hereto, and in the event it shall appear that any dimension shown on Exhibit B attached hereto is erroneous the Developer or the President of the Association shall have the right to unilaterally amend the Declaration to correct such survey, and any such amendment shall not require the joinder of any Boat Slip Owner or Institutional First Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Boat Slip. In the case of Boat Slip boundaries not adequately described as provided above, the survey of the Boat Slips contained in Exhibit B shall control in determining the boundaries of a Boat Slip. In the case of any conflict between the language of this Declaration describing the boundaries of any Boat Slip, and in the language contained on Exhibit B describing the boundaries of a Boat Slip, the language of this Declaration shall control.

3.4 *Easements:* The following easements are hereby created (in addition to any easements created under the Act):

(a) Support. Each Boat Slip shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all Boat Slips and the Common Elements.

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Boat Dock Property as may be required from time to time for utility, cable television, communications and security systems, other services including drainage, fire suppression, water management, and dredging in order to serve the Boat Dock Property and the Association. A Boat Slip Owner shall do nothing within or outside their Boat Slip that interferes with or impairs, or may interfere with or impair, the provision of such utility, security systems, other service, water management, fire suppression, dredging or drainage facilities or the use of these easements. The Association shall have a right of access to each Boat Slip during reasonable hours to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits, fixtures and other utility, security systems, service and drainage facilities, and Common Elements contained in the Boat Slip or elsewhere in the

Boat Dock Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except as necessary to prevent damage to the Common Elements or to another Boat Slip or Boat Slips, shall not unreasonably interfere with the Boat Slip Owner's permitted use of the Boat Slip.

(c) *Encroachments.* If (a) any portion of the Common Elements encroaches upon any Boat Slip; (b) any Boat Slip encroaches upon any other Boat Slip or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shirting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent to of the Association or Developer, as appropriate, or (iv) any repair or restoration of the Improvement (or any portion thereof) or any Boat Slip after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all of any portion of any Boat Slip or the Common Elements then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the improvements shall stand.

(d) *Ingress and Egress.* A non-exclusive easement in favor of each Boat Slip Owner, their guests and invitees, shall exist for pedestrian traffic over, through and across Docks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes; and for vessel traffic over, through and across such portion of the Common Elements as from time to time may be open and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Boat Slips, or the Submerged Land Lease. Any such lien encumbering such easements (other than those on Boat Slips or the Submerged Land Lease) shall automatically be subordinate to the rights of Boat Slip Owners and the Association with respect to such easements. In addition, Developer hereby grants the Boat Slip Owners a non-exclusive easement for such owners, their guests and invitees, for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Upland Property as from time to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the Upland Property as from time to time may be paved and intended for such purposes.

(e) *Construction; Maintenance.* The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Boat Dock Property and take all other action necessary or convenient for the purpose of completing the construction hereof or to complete the construction of any structures to be made on the adjacent properties owned by the Developer, including, but not limited to, the Upland Property, or any Improvements located or to be located thereon, and for repair, replacement and maintenance purposes where the Association fails to

do so or where the Developer, in its sole discretion, determines that it is required to do so.

(f) *Sales Activity.* For as long as there are any unsold Boat Slips or Boat Slips leased to the Developer, the Developer, its designees, nominees, successors and assigns, shall have the right to use any such Boat Slips and parts of the Common Elements for sales and construction offices, to show Boat Slips and use Boat Slips, and to show and use the Common Elements to prospective purchasers and lessees of Boat Slips, and to erect on the Boat Dock Property signs and other promotional material to advertise Boat Slips for sale or lease.

(g) *Easements.* Each Boat Slip Owner shall have an easement or right to the use of the air space on both ends of the Boat Slip as defined by projecting the upper boundary, lower boundary, and vertical boundaries of the Boat Slip outward to a distance set by the Association's rules and regulations for accommodating the protruding bow and stern of the boats and other personal property or fixtures while in storage, consistent with the contemplated use and limitations of the storage structure. In addition, each Boat Slip Owner hereby grants the Association a non-exclusive easement for storage within the boundaries of his Boat Slip, so long as such storage activity does not impair the Boat Slip Owner's use of the Boat Slip.

(h) *Boat Lift Easements.* Each Boat Slip Owner is hereby granted an easement to install boat lifts on the pilings adjacent to their Boat Slip. All boat lifts and piling locations must be approved in writing and verified by the Association. The Association shall have the absolute right to determine the acceptable type and brand of boat lifts permitted to be used. In no event shall the Association approve a boat lift or a location of a piling if it interferes with:

1. A Boat Slip Owner's access to its Boat Slip;
2. A Boat Slip Owner's occupancy of a Boat Slip; or
3. A Boat Slip Owner's right to install a boat lift on the same piling.

(i) *Parking Areas.* The two (2) parcels labeled "Parking Area" on Exhibit "B" are owned by the Developer. Members of the Association shall have a perpetual non-exclusive easement to park in the Parking Areas, such parking right limited to periods when the members of the Association and/or their guests are using their Boat Slip or the boat that is then-presently occupying the Boat Slip. Developer or its successor retains the right to transfer ownership of one or both of the Parking Areas to the Association at any time upon thirty (30) days prior written notice. In exchange for this easement right, the Association shall be obligated to pay for the upkeep, taxes, utilities and maintenance of the Parking Areas (including paving surface, landscaping, signage, lighting, taxes and trash) in a first-class condition, it being understood that the Parking Areas are adjacent to the Steinhatchee Shores subdivision, and therefore must be kept to a first class level so as to provide an aesthetically pleasing view to the Steinhatchee Shores residents. Such maintenance obligation shall survive any transfer of ownership of

the Parking Areas to the Association, and the owners of the Steinhatchee Shores subdivision shall have a right to enforce this provision as a third party beneficiary.

(j) *Fueling.* Developer retains the right to install a fuel facility on the Upland Property. The decision to install a fuel facility is in Developer's sole discretion and is not a requirement. If Developer elects to install a fuel facility, Developer shall have a non-exclusive right to fuel boats within the Loading Area.

(k) *Additional Easements.* The Developer (as long as it owns any Boat Slips) and the Association, on their behalf and on behalf of all Boat Slip Owners (each of whom hereby appoints the Developer and the Association as its attorney-in-fact for this purpose), each shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, fire suppression, cable television, security systems, communications or service easements (and appropriate deeds and bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or relocate any such existing easement or drainage facilities, and or water management facilities, in any portion of the Boat Dock Property, and to grant access easements or relocate any existing access easements in any portion of the Boat Dock Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Boat Slip Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Boat Slips. Developer shall also have the absolute right to grant easements for the periodic dredging of the bay bottom.

(l) DEVELOPER HEREBY GRANTS EACH OWNER AN EASEMENT FOR THE VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS ACROSS THE UPLAND PROPERTY. THIS USE SHALL BE SOLELY LIMITED TO INGRESS AND EGRESS TO THE BOAT DOCK PROPERTY AND FOR THE BRIEF LOADING/UNLOADING OF BOATS. NO OWNER SHALL BE PERMITTED TO PARK ON THE UPLAND, SUCH USE BEING SPECIFICALLY EXCLUDED FROM THIS EASEMENT. ONLY SHORT TERM DROP-OFFS BY THE OWNERS, DEFINED AS TEN MINUTES OR LESS WILL BE PERMITTED. DEVELOPER SHALL HAVE THE RIGHT TO LIMIT THE HEIGHT OF THIS EASEMENT SO THAT DEVELOPER, AT DEVELOPER'S SOLE DISCRETION, CAN CONSTRUCT A BUILDING OVER THE UPLAND PROPERTY WITH A FINISHED FLOOR AT THE MINIMUM FEMA-APPROVED ELEVATION. FURTHER DEVELOPER SHALL HAVE THE RIGHT TO FURTHER DESCRIBE THIS EASEMENT SO THAT DEVELOPER CAN CONSTRUCT PARKING, STAIRS, ELEVATORS AND THE NECESSARY BUILDING SUPPORTS FOR THE BUILDING TO BE CONSTRUCTED ON THE UPLAND PROPERTY. DEVELOPER RESERVES THE RIGHT TO FURTHER EVIDENCE THIS EASEMENT BY A SEPARATE DOCUMENT. THE DECISION TO CONSTRUCT IMPROVEMENTS ON THE UPLAND PARCEL IS AT THE DEVELOPER'S (UPLAND PROPERTY OWNER'S) SOLE DISCRETION.

4. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS. The undivided share in the Common Elements and Common Surplus that is appurtenant to a Boat Slip, and the exclusive right to use all appropriate appurtenant Limited Common Elements,

shall not be separated therefrom and shall pass with the title to the Boat Slip, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Boat Slip, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Boat Slip. The respective shares in the Common Elements appurtenant to Boat Slips shall remain undivided, and no action for partition of the Common Elements, the Boat Dock Property, or any part thereof, shall be allowed, except as provided herein with respect to termination of the Boat Dock Association.

5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS.

5.1 *Fractional Ownership and Shares* The ownership of each Boat Slip shall include an undivided fractional interest in the Land and other Common Elements and an undivided fractional interest in the Common Surplus, and the fractional share of the Common Expenses, appurtenant to each Boat Slip, which, for each Boat Slip shall be (1/58), unless slips are eliminated or merged in the future, in which case they will adjust to a fraction of 1/number of boat slips in the Development.

5.2 *Voting Interests*. Each Boat Slip shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the respective By-Laws and Articles of Incorporation of the Association. Each Boat Slip Owner shall be a member of the Association.

6. AMENDMENTS. Except as elsewhere provided herein, amendments may be effected as follows:

6.1 *By the Association*. Notice of the subject matter or a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Boat Slips in the Boat Dock Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by an affirmative vote of:

(a) Voting Interests in excess of 50% of the Voting Interests in the Boat Dock Association and by not less than 66 2/3% of the Board of Directors of the Association; or

(b) Voting Interests in excess of 66 2/3% of the Voting Interests in the Boat Dock Association.

6.2 *By the Developer*. The Developer, during the time it has the right to elect a majority of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association to correct an omission or

error, or affect any other amendment, except that this procedure for amendment cannot be used if such an amendment would materially and adversely affect substantial property rights of Boat Slip Owners, unless the affected Boat Slip Owners consent in writing.

6.3 *Execution and Recording.* An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association that shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

6.4 *Proviso.* No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Boat Slips without the consent of said Developer and mortgagees in each instance; any mortgagee consent shall not be unreasonably withheld. No amendment shall make any change in the sections hereof entitled "Reconstruction or Repair after Casualty," or "Condemnation" which amendment materially affects the rights or interests of the primary Institutional First Mortgagee, unless the Primary Institutional First Mortgagee shall join in the amendment. Such joinder shall not be unreasonably withheld. The provisions of this Section 7.4 may not be amended in any manner.

6.5 *Form.* No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words inserted in the text shall be underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision...for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

7. Maintenance, Repairs and Replacements.

7.1 *Boat Slips.* With the exception of any damage caused by the Boat Slip Owner, all maintenance, repairs and replacements of, in or to any Boat Slip, whether structural or nonstructural, ordinary or extraordinary, shall be performed by the Association, at the Association's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2 *Common Elements.* Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefore, all

maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above) shall be performed by the Association and the cost and expense thereof shall be charged to all Boat Slip Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Boat Slip Owner(s), in which case such cost and expense shall be paid by such Boat Slip Owner(s).

7.3 Limited Common Elements. The obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Boat Slip or Boat Slips and are Limited Common Elements thereof shall be the responsibility of the Association. The Association shall charge and collect such costs and charges incurred for said maintenance to the specific Boat Slip or group of Boat Slips entitled to use the Limited Common Elements for which the maintenance and repairs were performed. If a Limited Common Element is for the benefit of multiple Boat Slip Owners, each Boat Slip Owner benefiting from the use of the Limited Common Element shall pay its proportionate share of such expenses calculated as follows: Total Expense/Number of Boat Slip Owners benefiting from the use of the limited common element assessment.

8. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of \$50,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Boat Slips represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$50,000 or less in a calendar year, may be made by the Association without approval of the Boat Slip Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Boat Slip Owners as Common Expenses. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

9. Additions, Alterations or Improvements by the Boat Slip Owner.

9.1 Consent of the Board of Directors. No Boat Slip Owner shall make any addition, alteration or improvement in or to the Common Elements, the Boat Slip or any Limited Common Element, without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Boat Slip Owner for approval of such an addition, alteration or improvement in such Boat Slip Owner's Boat Slip or Limited Common Elements within thirty (30) days after such request and all additional information requested is received. The proposed additions, alterations and improvements by the Boat Slip Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity,

aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Boat Slip Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, and all other Boat Slip Owners harmless from and to indemnify them for any expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board.

9.2 *Additions, Alterations or Improvements by Developer.* The foregoing restrictions of this Section 9 shall not apply to Developer-owned Boat Slips. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Boat Slip Owners, to make alterations or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Boat Slip owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of structural portions of the Improvements). Developer further reserves the right to add additional Boat Slips up to the maximum number of twenty (20) Boat Slips at a later date. In the event that developer adds additional Boat Slips the common area ownership of each Boat Slip, as well as the maintenance fees of each Boat Slip would decrease in proportion to the number of added Boat Slips.

10. Changes in Developer-Owned Boat Slips. Without limiting the generality of the provisions of paragraph 9.2 above, the Developer shall have the right, without the vote or consent of the Association or Boat Slip Owners, to (i) make alterations, additions or improvements in, to and upon Boat Slips owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) change the layout or number of any Developer-owned Boat Slips. Developer shall comply with all laws, ordinances and regulations or all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to such Boat Slips, incorporate portions of the Common Elements, provided that such relocation and alteration does not materially adversely affect the market value (in the Developer's opinion) or ordinary use of Boat Slips owned by Boat Slip Owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this paragraph 10 shall be effective by the Developer acting alone. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer. Specifically, the provisions of this paragraph shall permit the Developer, in its sole discretion, to reconfigure and resize unsold Boat Slips and add additional Boat Slips up to the maximum amount of seventy nine (79), including the total number of Boat Slips. Any such changes for Boat Slips already dedicated to this Boat Dock Association shall be evidenced by an Amendment and a revised surveyor's certificate indicating the new Boat Slip plan.

11. Operation by the Association; Powers and Duties.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Boat Dock Association and Boat Dock Property. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and the By-Laws of the Association (respectively, Exhibits D and E annexed hereto), as amended from time to time. In addition, the Association shall have all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

(a) The irrevocable right to have access to each Boat Slip from time to time when necessary for the maintenance, repair or replacement of any Common Elements therein, or of any portion of a Boat Slip maintained by the Association pursuant to this Declaration, and at any time as necessary for making emergency repair therein to prevent damage to the Common Elements or a Boat Slip or Boat Slips.

(b) The power to make and collect Assessments and other charges against Boat Slip Owners and to regulate, administer, lease, maintain, repair and replace the Common Elements.

(c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Boat Slip Owners or their authorized representatives at all reasonable times upon prior request.

(d) The power to contract for the management and maintenance of the Boat Dock Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission or proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Boat Dock Association documents, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts of behalf of the Association.

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefore mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Voting Interests represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Voting Interests as may be specified in the By-Laws with respect to certain borrowing, provided further that no such action shall be permitted while the Developer owns any Boat Slip without the prior written consent of the Developer.

(f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Boat Dock Property.

(g) The power to charge a fee for the exclusive or non-exclusive use of Common Elements and Limited Common Elements or Association Property to any Boat Slip Owner being granted, by the Association, a right to such exclusive use.

(h) The power to establish from time to time the maximum overall length, width, height and weight of the boat that may be stored in each Boat Slip.

(i) All of the powers which a corporation not-for-profit in the State of Florida may exercise.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration, exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate control over the Boat Dock Association, consistent with the Act.

11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Boat Dock Property, the Association shall not be liable to Boat Slip Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Boat Dock Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alternations or improvements done by or on behalf of any Boat Slip Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9 hereof. Further, the Association shall not be liable to any Boat Slip Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where such insurance is not required to be obtained or maintained by the Association when the Association is in compliance with this Declaration and the Articles and By-Laws of the Association.

11.3 Restraint Upon Assignment of Shares in Assets. The share of a Boat Slip Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Boat Slip.

11.4 Approval or Disapproval of Matters. Whenever the decision of a Boat Slip Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Boat Slip if at an Association meeting, unless the joinder of all record Owners of the Boat Slip is specifically required by this Declaration or bylaw.

11.5 Acts of the Association. Unless the approval or action of Boat Slips and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association,

applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Boat Slip Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Boat Dock Association, determine the amount of Assessments payable by the Boat Slip Owners to meet the Common Expenses of the Boat Dock Property and allocate and assess such expenses among the Boat Slip Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Boat Slip Owners promptly in writing of the Amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Boat Slip Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserve for (if required by law) the operation, lease, maintenance, repair and replacement of the Common Elements and Boat Dock Property, costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Elements by this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations, or by the Association; income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

13. Collection of Assessments.

13.1 *Liability for Assessments.* A Boat Slip Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while that person is the Boat Slip Owner. The Assessment for each Boat Slip Owner shall be equal to a maximum of 1/58 and a minimum of 1/79 of all of the Common Expenses (depending on the number of Boat Slips complete by the Developer pursuant to other provisions in the Declaration). This number shall be set by an addendum to this filing attached at the time of the filing in the public records of Taylor County, Florida. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for the share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Boat Slip for which the Assessments are made or otherwise.

13.2 *Default in Payment of Assessments for Common Expenses.* Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the date due until paid. The Association has a lien on each Boat Slip for any unpaid Assessments on such Boat Slip, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective as of the date of the recording of this Declaration and shall be evidenced by the recording of a claim of lien in the Public Records of the County, stating the description of the Boat Slip, the name of the record Owner, the name and address of the Association, the amount due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid assessments, interest thereon, and costs and attorneys fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days prior written notice to the applicable Boat Slip Owner, the Association may declare the next twelve (12) months of Assessment installments to be accelerated (or if acceleration to such extent is prohibited by the Act, then the Association may declare Assessments to the maximum extent permitted under the Act to be accelerated) and such shall thereupon be immediately due and payable. In the event that the amount of such installments changes during the period of which Assessments were accelerated, the Boat Slip Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

13.3 *Notice of Intention to Foreclose Lien.* No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Boat Slip Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including these coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Boat Slip Owner or by certified or registered mail, return receipt requested, addressed to the Boat Slip Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Boat Slip Owner or a mailing address at which the Boat Slip Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law.

13.4 *Appointment of Receiver to Collect Rental.* If the Boat Slip Owner remains in possession of the Boat Slip and the claim of lien is foreclosed, the court in its discretion

may require the Boat Slip Owner to pay a reasonable rental for the Boat Slip and the Association is entitled to the appointment of a receiver to collect the rent.

13.5 *First Mortgagee.* In the event a First Mortgagee or its successors or assignees shall obtain title to the Boat Slip as a result of foreclosure of its mortgage pursuant to proceedings in which the Association has been properly named as a junior lienholder, or as a result of a deed given in lieu of foreclosure or in satisfaction of debt, such Institutional First Mortgagee, its successor and assigns, shall be liable only for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Boat Slip or chargeable to the former Boat Slip Owner of such Boat Slip which became due subsequent to that period of time commencing six (6) months preceding acquisition of title as a result of the foreclosure (provided the Association has been properly named as a defendant junior lienholder) or the acceptance of such deed.

In no event shall such First Mortgagee be liable for more than one (1) percent of the original mortgage debt. Such unpaid share of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Boat Slip Owners, including such acquirer, and such acquirer's successors and assigns.

13.6 *Developer's Liability for Assessments.* During the period from the date of recording of this Declaration until the earlier of (i) the date ONE (1) year after the first closing of the sale of a Boat Slip, which period may be extended by the Developer for up to three additional one (1) year periods without the consent or approval of the Board of Directors or of the Boat Slip Owners, or (ii) the date on which control of the Association is transferred to Boat Slip Owners other than the Developer (the "Guarantee Expiration Date"), the Developer shall not be obligated to pay the share of the Common Expenses and Assessments attributable to Boat Slips it is offering for sale, provided that the regular monthly Assessments for Common Expenses imposed on each Boat Slip Owner other than the Developer shall not increase during the initial one (1) year period over the amount set forth in the Estimated Operating Budget delivered to such Boat Slip Owner when such Owner contracted to purchase the Boat Slip, and thereafter may increase up to 10% per year during such period, and provided further that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed level. For purposes of this Section, income to the Association other than Assessments (as defined herein and in the Act) shall not be taken into account when determining the deficits to be funded by the Developer. After the Guarantee Expiration Date, the Developer shall have the option of extending the guarantee by written agreement with a majority of non-Developer Boat Slip Owners on the same terms or paying the share of Common Expenses and Assessments attributable to Boat Slips it is then offering for sale. No funds receivable from Boat Slip purchasers or Owners payable to the Association or collected by the Developer on behalf of the Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the Estimated Operating Budget referred to above, shall be used for the payment of Common Expenses prior to the Guarantee Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Boat Slip purchasers at closing. Notwithstanding anything

to the contrary contained herein, capital contributions or start-up funds collected from Boat Slip purchasers at closing may be used to reimburse Developer for start-up expenses of the Association, or otherwise as the Association shall determine from time to time and need not be restricted or accumulated. Developer shall be entitled to receive all fees for boat rental, boat slip rental, boat service, detailing, washing, and miscellaneous boat maintenance until such time as the turnover provided for in the Bylaws of the Association. Developer hereby reserves the right to reallocate funds from any budget line item to another line item, provided that the funds allocated are not taken from any reserve account.

13.7 *Certificate of Unpaid Assessments.* Within fifteen (15) days after request by a Boat Slip Owner or mortgagee of a Boat Slip, the Association shall provide a certificate stating all assessments and other moneys owed to the Association by the Boat Slip Owner with respect to their Boat Slip. Any person other than the Boat Slip Owner who relies upon such certificate shall be protected thereby.

13.8 *Installments.* Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Association from time to time.

13.9 *Use of Common Elements.* The Association shall establish such fees and charges, if any, for the use by Boat Slip Owners or others of the Common Elements or any Association Property, equipment or employees, as the Association shall deem appropriate under the circumstances.

14. Insurance. Insurance covering the Boat Dock Property and the Association Property shall be governed by the following provisions:

14.1 Purchase, Custody and Payment.

(a) Purchase. All insurance policies described herein covering portions of the Boat Dock Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida. Insurance coverages shall include easement areas which benefit the Association, including without limitation the Upland Property and Parking Area easements described herein and depicted on Exhibit "B" hereto.

(b) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance.

(c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Boat Slips covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Boat Slip Owners and their mortgagees shall be deemed additional insureds. With respect to coverages over easement area that benefit the Association, the owner of said easement properties shall be deemed additional insureds, including without limitation the owner of the Upland Property and the Parking Areas described herein and depicted on Exhibit "B" hereto.

(d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Boat Slip covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(f) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Boat Slip Owners to obtain insurance coverage upon the property lying within the boundaries of their Boat Slip, including, but not limited to, their vessel, equipment, and other personal property, and for their personal liability and for any other risks not otherwise insured in accordance herewith. Further, the Association shall have the absolute right to require that all boats located on the Property be insured, including reasonable standards as to the type and amount of such coverage.

(g) Hold Harmless. Each Boat Slip Owner hereby releases and agrees to indemnify and hold the Association harmless for any and all liability to personal injury, loss of life or property damage arising out of the ordinary negligence of the Association or its employees or agents in connection with: (1) the Association premises or the use of storage space; (2) in connection with the Owner's boat, motor, accessories or contents while on the premises; (3) for loss or damage to the Owner's boat, motor, accessories or contents due to fire, theft, vandalism, collision, marina equipment failure, windstorm, rain, hurricane or other casualty loss; and (4) the operation and use of the forklift in transferring boats to and from the boat storage facility to the transient dock facility.

14.2 Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Hazard Insurance. All structures and Buildings (including all fixtures, installations or additions comprising that part of the Buildings within the boundaries of the Boat Slips and required by the Act to be insured under the Association's policy(ies), and all Improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured, to the extent such coverage is available, in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(i) Loss or Damage by Fire, Wind, Hurricane, and other hazards covered by a standard extended coverage endorsement; and

(ii) Such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Liability. Comprehensive General Liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways and easement areas or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000.00 for each accident or occurrence, and with a cross liability endorsement to cover liabilities of the Boat Slip Owners as a group to any Boat Slip Owner, and vice versa. The above describe policies shall name Developer as an additional insured.

(b) Worker's Compensation and other mandatory insurance, when applicable.

(c) Flood Insurance if required by the Primary Institutional First Mortgagee or if the Association so elects.

(d) Fidelity Insurance, covering all directors, officers, employees and management agents of the Association who control or disburse Association funds, if any, such insurance to be in an amount as determined by the Board of Directors.

(e) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(f) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Boat Slip Owners individually and as a group, (ii) to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, a member of the Board of Directors of the Association, one or more Boat Slip Owners or as a result of contractual undertakings. Additionally, each policy shall not be prejudiced by any act or omissions of individual Boat Slip Owners that are not under the control of the Association, and that the policy shall be primary, even if a Boat Slip Owner has other insurance that covers the same loss.

14.3 *Additional Provisions:* All policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least forty-five (45) days prior written notice of all of the named insureds, including all mortgagees of Boat Slips and other specifically named additional insureds. Prior to obtaining any

policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

14.4 *Premiums.* Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

14.5 *Boat Slip Owner Coverage.* Each Boat Slip Owner shall obtain and maintain at all times, individual hull and liability policies insuring their vessel and any other property lying within the boundaries of their Boat Slip and for their personal liability arising in the use of their own Boat Slip and other areas of the Common Elements for which they have exclusive use, or for which they have an obligation to repair or replace. The Association may, by establishing rules, require that Boat Slip Owners provide them with proof of such insurance from time to time.

14.6 *Insurance Trustee; Share of Proceeds.* All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Boat Slip Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may, but need not, be designated by the Board of Directors. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if it elects to serve such functions pursuant to Section 16.11 hereof. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Boat Slip Owners and their respect mortgagees in the stated shares, but shares need not be set forth on the records of the Insurance Trustee.

14.7 *Insured Property.* Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Boat Slip Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Boat Slip.

14.8 *Distribution of Proceeds.* Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) *Expenses of the Trust.* All expenses of the Insurance Trustee shall be first paid or provision shall be made therefor.

(b) *Reconstruction or Repair.* If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Boat Slip Owners and their mortgagees being payable jointly to them.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided hereinabove, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

(d) Certificate. In making distributions to Boat Slip Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Boat Slip Owners and their mortgages and their mortgagees and their respective shares of the distribution.

14.9 *Association as Agent.* The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Boat Slip Owner and for each owner of a mortgage or other lien upon a Boat Slip and for each owner of any other interest in the Boat Dock Property to adjust all claims arising under insurance policies purchased by the Association and to executed and deliver releases upon the payment of claims.

14.10 *Boat Slip Owners' Personal Coverage.* Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Boat Slip, nor casualty or theft loss to the contents of an Owner's Boat Slip. It shall be the obligation of the individual Boat Slip Owner if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

14.11 *Benefit of Developer and Mortgagees.* Certain provisions in this Section 15 entitled "Insurance" are for the benefit or mortgagees of Boat Slips and the Developer and may be enforced by such mortgagees and the Developer.

14.12 *Insurance Trustee Option.* The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails to or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

14.13 *Presumption as to Damaged Property.* In the event of a dispute or lack of certainty as to whether damaged property constitutes a Boat Slip(s) or Common Elements, such property shall be presumed to be Common Elements.

15. Reconstruction or Repair After Fire or Other Casualty.

15.1 *Determination to Reconstruction or Repair.* In the event of damage to or destruction of the Boat Dock Property ("Insured Property") as a result of fire or other casualty (unless 75% or more of the Insured Property is destroyed or substantially damaged and Boat Slip Owners holding 80% or more of the Voting Interests in the Boat Dock Association elect not to proceed with repairs or restoration and a Majority of Institutional First Mortgagees approve such election), the Board of Directors shall

arrange for the prompt repair and restoration of the Insured Property and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property is substantially damaged or destroyed and if Boat Slip Owners holding 80% or more of the Voting Interests in the Boat Dock Association duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Boat Dock Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Boat Slip Owner, mortgagee or lienor, as if the Boat Dock Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Boat Slip Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the Boundaries of the Boat Slip), and among affected Boat Slip Owners in proportion to the damage suffered by each such affected Boat Slip Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to that portion of the Insured Property lying within the boundaries of the Boat Slip); provided, however, that no payment shall be made to a Boat Slip Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Boat Slip in the order or priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Boat Slip Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Boat Slip Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and the applicable building and other codes, and if the damaged property which is to be altered is a Building, by the Owners of not less than 80% of the Voting Interests in the Boat Dock Association, as well as the Owners of all Boat Slips (and their respective mortgagees) the plans for which are to be altered.

15.3 Special Responsibility. If the damage is only to those parts of the Property for which the responsibility of maintenance and repair is that of the respective Boat Slip Owners, then the Boat Slip Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance

thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Property, provided the respective Boat Slip Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held of such repair or reconstruction on a Boat Slip by Boat Slip basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

(a) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Boat Slip Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association – Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction funds, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association – Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Boat Slip Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to property (if not insured or if under-insured), or may be distributed to Owners of Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Boat Slip Owner bears to the total of such estimated costs to all affected Boat Slip Owners, as determined by the Board; provided, however, that no Boat Slip Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Property. All proceeds must be used to effect repairs to the Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Boat Slip Owners and their mortgagees jointly as elsewhere herein contemplated.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a

balance in a construction fund which has been established for reconstruction and repair not paid for by insurance, after payment of all costs related to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an owner which is not in excess of the contribution to the fund paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Boat Slip Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its resident and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

15.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion or reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Boat Slip Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.

15.5 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Boat Slips and may be enforced by any of them.

16. Condemnation.

16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Boat Dock Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for the taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Boat Slip Owners, the Boat Slip Owners shall deposit the awards with the Insurance Trustee (if appointed); and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a charge shall be made against a defaulting Boat Slip Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

16.2 Determination Whether to Continue Boat Dock Association and Operations Whether the Boat Dock Association and operations will be continued after

condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

16.3 *Disbursement of Funds.* If the Boat Dock Association and operations are terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Boat Dock Association is terminated after a casualty. If the Boat Dock Association is not terminated after condemnation, the size of the Boat Dock Property will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

16.4 *Boat Slip Reduced but Useable.* If the taking reduces the size of a Boat Slip and the remaining portion of the Boat Slip can be made useable (in the sole opinion and discretion of the Association), the award for the taking of a portion of the Boat Slip shall be used for the following purposes in the order stated and the following changes shall be made to the Boat Dock Property:

- (a) Restoration of Boat Slip. The Boat Slip shall be made usable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and payable by the Owner of the Boat Slip.
- (b) Distribution of Surplus. The balance of the award in respect of the Boat Slip, if any, shall be distributed to the Owner of the Boat Slip and to each mortgagee of the Boat Slip, the remittance being made payable jointly to the Owner and such mortgagees.
- (c) Adjustment of Share in Common Elements. If the size of the Boat Slip is reduced by the taking, the percentage share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Boat Slip shall not change.

16.5 *Boat Slip Made Unusable.* If the taking is of the entire Boat Slip or so reduces the size of a Boat Slip that it cannot be made useable (in the sole opinion and discretion of the Association), the award for the taking of the Boat Slip shall be used for the following purposes in the order stated and the following changes shall be made to the Boat Dock Association or Property:

- (a) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Boat Slip that is not so useable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Boat Slip Owners and other mortgagees or their Boat Slips. In no event shall the total of such distributions in respect of a specific Boat Slip exceed the market value of such Boat Slip immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(b) Addition to Common Elements. The remaining portion of the Boat Slip, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Boat Slip Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefore shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Boat Slips that continue as part of the Boat Dock Property and Association shall be adjusted to distribute the shares in the Common Elements. Common Expenses and Common Surplus among the reduced number of Boat Slip Owners (and among reduced Boat Slips). This shall be effected by restating the shares of continuing Boat Slip Owners as follows:

(i) add the total of all percentages of all Boat Slips of continuing Owners prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof (the "Percentage Balance"); and

(ii) divide the percentage of each Boat Slip of a continuing Owner prior to this adjustment, but after any adjustments made necessary by subsection 16.4(c) hereof, by the Percentage Balance. The result of such division for each Boat Slip shall be the adjusted percentage for such Boat Slip.

(d) Assessments. If the balance of the award (after payments to the Boat Slip Owners and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Boat Slip for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Boat Slip Owners who will continue as Owners of Boat Slips after the changes in the Boat Dock Property effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

(e) Arbitration. If the market value of a Boat Slip prior to the taking cannot be determined by agreement between the Boat Slip Owner and mortgagees of the Boat Slip and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by binding arbitration pursuant to Chapter 44 of the Florida Statutes, and the cost of arbitration proceedings shall be assessed against all Boat Slip Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason or the taking.

16.6 *Taking of Common Elements.* Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the

Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Boat Slip Owners in the shares in which they own the Common Elements after adjustments to these share effected pursuant hereto by reason of the taking. If there is a mortgage on a Boat Slip, the distribution shall be paid jointly to the Owner and the mortgagees of the Boat Slip.

16.7 *Amendment of Declaration.* The changes in Boat Slips, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Covenants, Conditions, and Restrictions that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

17. Use Restrictions and Reservations. In order to provide for congenial use of the Boat Dock Property and for the protection of the values of the Boat Slips, the use of the Boat Dock Property shall be restricted to and shall be in accordance with the following provisions:

17.1 *Use.* Each Boat Slip shall be used exclusively for storage of one (1) vessel with the overall length, width, height and weight established from time to time by the Association.

17.2 *Alterations.* Without limiting the generality of Section 9.2 hereof, no Boat Slip Owner shall cause or allow improvements or changes to any Boat Slip, Limited Common Elements appurtenant thereto, or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, or in any manner changing the appearance or structure of any portion of the Boat Slip or Dock, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof).

17.3 *Use of Common Elements.* The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use of Boat Slips.

17.4 *Nuisances.* No nuisances (as defined by the Association) shall be allowed on the Boat Dock Property, nor shall any use or practice be allowed which is a source of annoyance to Boat Slip Owners, or which interferes with the peaceful possession or proper use of the Boat Dock Property.

17.5 *No Improper Uses.* No improper, offensive, hazardous or unlawful use shall be made of the Boat Dock Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Boat Dock Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Boat Dock Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles

of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.5.

17.6 *Leases.* No portion of the Boat Slip (other than an entire Boat Slip) may be rented. All leases of Boat Slips shall be in writing utilizing a standard form of lease promulgated by the Association, be approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Boat Dock Association. Leasing of Boat Slips shall also be subject to the prior written approval of the Association and the Association may deny permission to lease any Boat Slip on any reasonable grounds the Association may find. The Association shall have the right to charge a fee in connection with the review and approval of leases which fee shall be adjusted on an annual basis not to exceed the maximum rate permitted by law, or if no maximum shall be established by law, then the fee shall be the amount reasonably necessary to reimburse the Association for its costs and expenses. The Association shall have the right to require of all tenants that they deposit in escrow with the Association a sum not in excess of one (1) month's rent which may be used by the Association to repair any damage to the Common Elements or other property owned by the Association resulting from acts of omissions of tenants (as determined in the sole discretion of the Association). Regardless of whether or not expressed in the applicable lease, all Boat Slip Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. All leases shall also comply with and be subject to the provisions of Section 19 hereof. This Section shall also apply to subleases and assignments and renewals of leases. No lease approved by the Association shall be amended or modified without the Association's approval.

Each Boat Slip Owner hereby appoints the Association, or an agent acceptable to the Association, as the entity responsible for the collection and payment of any rents due under a lease of a Boat Slip. The Association, or such agent, shall be entitled to charge a monthly fee equal to ten percent (10.00%) of the gross monthly rent due as a fee for providing this service. The fee shall be an assessment against the Boat Slip.

The Association may charge a lease approval fee not in excess of any amount provided for in the Act (as it may be amended from time to time) as a maximum amount for such fees, but no fee shall be charged in connection with the approval of an amendment, modification or extension or a previously approved lease.

In making its determination as to whether to approve a lessee of a Boat Slip, the Association shall not discriminate on the grounds of race, age, gender, religion, national origin or physical or mental handicap.

17.7 *Exterior Improvements; Landscaping.* Without limiting the generality of Sections 9.1 and 16.4 hereof, no Boat Slip Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the Docks, nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life, without the prior written consent of the Association and the Architectural Review Committee.

17.8 *Effect on Developer; Association.* The restrictions and limitation set forth in this Section 17, except Sections 17.3 and 17.7 shall not apply to the Developer nor to Boat Slips owned by or leased to the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

17.9 DEVELOPER HEREBY DISCLOSES THAT CERTAIN BOAT SLIPS MAY ONLY BE OWNED AND USED BY OWNERS OF LOTS WITHIN THE SUBDIVISION KNOWN AS STEINHATCHEE SHORES, SUCH SUBDIVISION BEING DESCRIBED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STEINHATCHEE SHORES, SUCH DECLARATION BEING RECORDED AT OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA. A LIST OF THE BOAT SLIPS ASSOCIATED WITH EACH LOT IS ATTACHED HERETO AS EXHIBIT "F". ANY CONVEYANCE PURPORTING TO CONVEY THE BOAT SLIP WITH OUT THE ASSOCIATED LOT OR THE LOT WITHOUT THE ASSOCIATED BOAT SLIP SHALL BE NULL AND VOID.

APPLICABLE WARRANTIES OF THE DEVELOPER, IF ANY, SHALL BE VOIDED BY VIOLATIONS OF THESE RESTRICTIONS AND REQUIREMENTS.

18. Selling of Boat Slips. Except as provided above, there are no restrictions on the sale or transfer of Boat Slips, except for the restrictions on leases. However, upon the sale of such Boat Slip, the Boat Slip Owner shall pay an assessment equal to one percent of the gross sale price of the Boat Slip, such assessment to be used to offset costs incurred by the Association in documenting the change in ownership.

19. Compliance and Default. Each Boat Slip Owner and every user of a Boat Slip and the Association shall be governed by and shall comply with the terms of this Declaration of Covenants, Conditions and Restrictions and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Boat Slip Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1 *Negligence.* A Boat Slip Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

19.2 *Compliance.* In the event a Boat Slip Owner or user fails to maintain a Boat Slip or fails to cause such Boat Slip to be maintained, or fails to observe or perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or

instrument affecting the Boat Dock Property in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to make a special charge against the Boat Slip Owner and the Boat Slip for the sums necessary to do whatever work is required to put the Boat Slip Owner or Boat Slip in compliance, to hire an attorney to make a charge against the Boat Slip Owner and Boat Slip for the costs of such reasonable attorneys' fees incurred in requiring performance and/or compliance of the Boat Slip Owner and to collect such charge in the same manner as the collection of Assessments and to have a lien therefore as elsewhere provided. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Boat Slip and perform the work necessary to prevent damage to the Common Elements or to a Boat Slip or Boat Slips.

19.3 *Fines.* In the event a Boat Slip Owner or user fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Boat Dock Property in the manner required, the Association shall have the right to impose a fine against the Boat Slip Owner and the Boat Slip. The amount of any fine shall be determined by the Board of Directors of the Association. Any fine shall be imposed by written notice to the Boat Slip Owner or tenant, signed by an officer of the Association, which shall state the amount of the fine, the violation for which the fine is imposed, and shall specifically state that the Boat Slip Owner or tenant has the right to contest the fine by delivering written notice to the Association within ten (10) days after receipt of the notice imposing the fine. If the Boat Slip Owner or tenant timely and properly objects to the fine, the Board of Directors of the Association shall appoint a Committee of Boat Slip Owners who conduct a hearing within thirty (30) days after receipt of the Boat Slip Owner's or tenant's objection, and shall give the Boat Slip Owner or tenant not less than ten (10) days written notice of the hearing date. At the hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and that the fine imposed is appropriate. The Boat Slip Owner or tenant shall have the right to attend the hearing and to produce evidence on his behalf, and if the Boat Slip Owner or tenant fails to attend then the hearing will be deemed waived and the Board of Directors may ratify the fine without further proceedings. At the hearing the Committee shall ratify, reduce or eliminate the fine and shall give the Boat Slip Owner or tenant written notice of its decision. Any fine shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after written notice of the Committee decision at the hearing. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant as hereinafter provided.

19.4 *Costs and Attorneys' Fees.* In any proceeding arising because of an alleged failure of a Boat Slip Owner or the Association to comply with the requirements of this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

19.5 *No Waiver of Rights.* The failure of the Association or any Boat Slip Owner to enforce any covenant, restriction or other provision of this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

20. Termination of Boat Dock Association. The Boat Dock Association shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Boat Dock Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements and by a majority of Institutional First Mortgagees. In the event such withdrawal is authorized as aforesaid, the Boat Dock Property shall be subject to an action for partition by any Boat Slip Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Boat Slip Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Boat Slip Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Boat Slip in the order of their priority. The termination of the Boat Dock Association, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County.

This Section may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns any Boat Slip.

21. Additional Rights of Mortgagees and Others.

21.1 Institutional First Mortgagees shall have the right, upon written request to the Association to: (i) examine the Boat Dock Association documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of any alleged default in any obligations hereunder by any Boat Slip Owner, on whose Boat Slip such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Boat Slip Owner, and (v) receive notice of any substantial damage or loss to any portion of the Boat Dock Property.

21.2 Any holder, insurer or guarantor of a mortgage on a Boat Slip shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Boat Dock Property or the affected mortgaged Boat Slip, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Boat Slip, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Boat Dock Association, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

22. **Covenant Running With the Land.** All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Boat Slip Owners, tenants and users of Boat Slips shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into possession of any Boat Slip, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to a ratification of any appointments or attorneys-in-fact contained herein.

23. [reserved]

24. Additional Provisions.

24.1 *Notices.* All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) or registered mail to the Association in care of its office at the Boat Dock Association, or to such other addresses as the Association may hereafter designate from time to time by notice in writing to all Boat Slip Owners. Except as provided specifically in the Act, all notices to any Boat Slip Owner shall be sent by first class mail to the Boat Dock Association address of such Boat Slip Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Boat Slips shall be sent by first class mail to their respective addresses, or such other addresses as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

24.2 *Interpretation.* The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

24.3 *Mortgagees.* Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Boat Slip hereunder, and may assume the Boat Slip is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

24.4 *Exhibits.* There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

24.5 *Signature of President and Secretary.* Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefore.

24.6 *Governing Law.* Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida. The Venue shall be in Taylor County, Florida.

24.7 *Severability.* The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibit annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

24.8 *Waiver.* No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches that may occur.

24.9 *Ratification.* Each Boat Slip Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each user of a Boat Slip, by reason of his use, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association and applicable rules and regulations, are fair and reasonable in all material respects.

24.10 *Execution of Documents; Attorney-in-Fact.* Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Boat Slip, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Project as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

24.11 *Gender; Plurality.* Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

24.12 *Captions.* The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

24.13 *Access of Developer to Docks and Boat Slips.* For as long as Developer remains liable to any Boat Slip Owner, or the Boat Dock Association, under any warranty, whether statutory, express or implied, for act of omission of Developer in the development, construction, sale and marketing of the Boat Dock Association, or any Boat Slips therein, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time, to enter the Boat Dock Property or any Boat Slips for the purpose of inspecting, testing, surveying, and repairing same, to determine the need for repairs, improvements or replacements, so as to permit Developer to fulfill its obligations under such warranties. Failure of the Boat Dock Association or of a Boat Slip Owner to grant such access shall result in the appropriate warranty being nullified and of no further force or effect.

IN WITNESS WHEREOF, the Developer, has caused this Declaration to be duly executed and corporate seals to be hereunto affixed this ____ day of _____, 200__.

Signed, sealed and delivered
in the presence of:

Developer:

STEINHATCHEE SHORES, LLC, a Florida
limited liability company

Steinhatchee Management, LLC, a
Florida limited liability company,
Manager of Steinhatchee Shores, LLC

Witness: _____

By: _____
Steven J. Bracci, Managing Member
of Steinhatchee Management, LLC

Witness: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200____, by Steven J. Bracci, as Managing Member of Steinhatchee Management, LLC, the Manager of Steinhatchee Shores, LLC, a Florida limited liability company, on behalf of the corporation who is personally known to me or has produced (type of identification) as identification and did (did not) take an oath. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me. If the words in the parenthetical "did not" are not circled, then the person executing this instrument did take an oath.

Signature

Print Name

CONSENT AND JOINDER OF MORTGAGEE
TO DECLARATION OF COVENANTS CONDITIONS, AND RESTRICTIONS

_____, ("Mortgagee") does hereby consent to and joins in the recording of the foregoing Declaration of Covenants, Conditions, and Restrictions recorded by STEINHATCHEE SHORES, LLC ("Developer"), encumbering the real property described in Exhibit "A" to said Declaration of Covenants, Conditions, and Restrictions. Mortgagee agrees that the lien that certain: Mortgage recorded at Official Records Book _____, Page _____, of the Public Records of Taylor County, Florida, all as amended or modified from time to time, shall remain a lien and encumbrance with respect to the real property described in Exhibit "A". Nothing herein shall be understood to be a subordination of said: Mortgage to any other interests or rights, or a modification of any of the terms of said instruments. None of the representations or other legal obligations of the Developer as set forth in the Declaration shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of said corporation.

Signature

Print Name

Signature

Print Name

By: _____
Print Name: _____
Its: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, as Vice President of _____. He is () personally known to me or produced _____ as identification.

Notary Public

Type/Printed Name of Notary

(SEAL)

EXHIBIT "A" to the Declaration of Covenants, Conditions and Restrictions
(Legal Description of the Land)

COMMENCE AT THE POINT OF INTERSECTION OF THE WEST BOUNDARY LINE OF BLOCK 99 OF THE STEINHATCHEE SUBDIVISION WITH THE SOUTH RIGHT OF WAY BOUNDARY OF STATE ROAD S-51; THENCE RUN S 00 DEGREES 03 MINUTES 53 SECONDS E ALONG EAST RIGHT OF WAY OF MAIN STREET 69.0 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POB RUN S 84 DEGREES 54 MINUTES 00 SECONDS E PARALLEL TO THE SOUTH RIGHT OF WAY OF S-51, 20.06 FEET; THENCE RUN S 00 DEGREES 04 FEET 09 SECONDS E 38.5 FEET; THENCE RUN S 71 DEGREES 59 MINUTES 28 SECONDS E 145.02 FEET; THENCE RUN S 12 DEGREES 43 MINUTES 00 SECONDS W 8.37 FEET TO THE SOUTH RIGHT OF WAY OF FIRST AVENUE SOUTH; THENCE RUN N 71 DEGREES 59 MINUTES 28 SECONDS W ALONG SAID RIGHT OF WAY 164.09 FEET TO THE EAST RIGHT OF WAY OF MAIN STREET; THENCE RUN S 00 DEGREES 03 MINUTES 53 SECONDS E ALONG SAID RIGHT OF WAY 141.8 FEET; THENCE RUN S 79 DEGREES 26 MINUTES 43 SECONDS E 338.56 FEET; THENCE RUN S 03 DEGREES 43 MINUTES 00 SECONDS EAST 95.00 FEET; THENCE RUN S 70 DEGREES 26 MINUTES 54 SECONDS E 22.39 FEET; THENCE RUN N 73 DEGREES 37 MINUTES 00 SECONDS E 405.77 FEET; THENCE RUN N 00 DEGREES 00 MINUTES 00 SECONDS E 86.7 FEET; THENCE RUN S 90 DEGREES 00 MINUTES 00 SECONDS W 50.0 FEET; THENCE RUN N 00 DEGREES 00 MINUTES 00 SECONDS E 154.07 FEET TO THE SOUTH RIGHT OF WAY LINE OF STATE ROAD S-51; THENCE RUN N 84 DEGREES 54 MINUTES 00 SECONDS W ALONG SAID RIGHT OF WAY 702.47 FEET TO THE NW CORNER OF BLOCK 99; THENCE RUN S 00 DEGREES 03 MINUTES 53 SECONDS E ALONG EAST RIGHT OF WAY OF MAIN STREET 69.0 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS LOCATED IN BLOCKS 99, 97 AND 98 OF THE STEINHATCHEE SUBDIVISION.

AND:

COMMENCE AT THE POINT OF INTERSECTION OF THE WEST BOUNDARY OF BLOCK 99 OF THE STEINHATCHEE SUBDIVISION WITH THE SOUTH RIGHT OF WAY BOUNDARY OF S-51: THENCE RUN S 00 DEGREES 03 MINUTES 53 SECONDS EAST ALONG EAST RIGHT OF WAY OF MAIN STREET 69.0 FEET TO THE POINT OF BEGINNING: THENCE FROM SAID POB RUN S 84 DEGREES 54 MINUTES 00 SECONDS EAST PARALLEL TO THE SOUTH RIGHT OF WAY OF S-51 21.06 FEET: THENCE RUN S 00 DEGREES 04 MINUTES 09 SECONDS EAST 38.5 FEET: THENCE RUN S 71 DEGREES 59 MINUTES 28 SECONDS E 145.02 FEET: THENCE RUN S 12 DEGREES 43 MINUTES 00 SECONDS W 8.37 FEET TO THE SOUTH RIGHT OF WAY OF FIRST AVENUE SOUTH: THENCE RUN N 71 DEGREES 59 MINUTES 28 SECONDS W ALONG THE SAID RIGHT OF WAY 164.09 FEET TO THE EAST RIGHT OF WAY OF MAIN STREET: THENCE RUN N 00 DEGREES 03 MINUTES 53 SECONDS W ALONG SAID RIGHT OF WAY 42.55 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS LOCATED IN THAT PORTION OF THE ABANDONED RIGHT OF WAY OF FIRST AVENUE SOUTH NORTH OF BLOCK 98 AND SOUTH OF BLOCK 99 OF THE STEINHATCHEE SUBDIVISION.

LESS AND EXCEPT:

LOTS 1 THROUGH 12 AND "FUTURE MIXED USE" PARCEL OF STEINHATCHEE SHORES & IDEAL MARINA SUBDIVISION, RECORDED IN PLAT BOOK ____, PAGE(S) _____, PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA.

EXHIBIT "B" to the Declaration of Covenants, Conditions and Restrictions
(Plot Plan, Survey, and Surveyor's Certificate)

[PROVIDED TO BUYER UNDER SEPARATE COVER]

EXHIBIT "C" to the Declaration of Covenants, Conditions and Restrictions
(Legal Description of the "Upland Property")

"FUTURE MIXED USE" PARCEL OF STEINHATCHEE SHORES & IDEAL MARINA SUBDIVISION,
RECORDED IN PLAT BOOK __, PAGE(S) _____, PUBLIC RECORDS OF TAYLOR COUNTY, FLORIDA.

EXHIBIT "D" to the Declaration of Covenants, Conditions and Restrictions
(Articles of Incorporation of The Docks at Steinhatchee Shores Owner's Association, Inc.)

[PROVIDED TO BUYER UNDER SEPARATE COVER]

EXHIBIT "E" to the Declaration of Covenants, Conditions and Restrictions
(Bylaws of The Docks at Steinhatchee Shores Owner's Association, Inc.)

[PROVIDED TO BUYER UNDER SEPARATE COVER]

EXHIBIT "F" to the Declaration of Covenants, Conditions and Restrictions
(Lot and Slip Designation for Restrictions on Transfers)

<u>Steinhatchee Shores Lot #</u>	<u>Docks at Steinhatchee Shores Boat Slip Designation</u>
Lot 1	Boat Slip 39
Lot 2	Boat Slip 37
Lot 3	Boat Slip 35
Lot 4	Boat Slip 33
Lot 5	Boat Slip 31
Lot 6	Boat Slip 29
Lot 7	Boat Slip 19
Lot 8	Boat Slip 15
Lot 9	Boat Slip 12
Lot 10	Boat Slip 9
Lot 11	Boat Slip 5
Lot 12	Boat Slip 2
Lot 13	To Be Determined Upon Lot Closing
Lot 14	To Be Determined Upon Lot Closing
Lot 15	To Be Determined Upon Lot Closing
Lot 16	To Be Determined Upon Lot Closing
Lot 17	To Be Determined Upon Lot Closing
Lot 18	To Be Determined Upon Lot Closing
Lot 19	To Be Determined Upon Lot Closing
Lot 20	To Be Determined Upon Lot Closing
Lot 21	To Be Determined Upon Lot Closing
Lot 22	To Be Determined Upon Lot Closing
Lot 23	To Be Determined Upon Lot Closing
Lot 24	To Be Determined Upon Lot Closing

For all Docks "To Be Determined Upon Lot Closing," such Boat Slips shall be designated at the time of initial Lot sale, at which time Exhibit "F" to the Declaration shall be amended and restated to reflect the appropriate designation. Additionally, Developer reserves the right to redesignate Boat Slips for Lots 1 through 12 until the time of initial sale of each such lot.