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Retd:
CHERYL R KRAUS
1100 FIFTH AVE S #201
NAPLES FL 33940

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected President of RIVER POINTE MARINA, INC. *1/w/a* BEAUMER BAY CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, does hereby certify that the following resolutions were duly proposed and approved by the entire Board of Directors, considered at and approved by greater than two-thirds (2/3) of the votes of the entire membership of the Association at Annual Members' Meeting held on the 22rd day of May, 1996, after due notice, for the purpose of amending the Declaration of Condominium of BeauMer Bay Club, a Condominium, and the Articles of Incorporation and Bylaws of BeauMer Bay Club Condominium Association, Inc. as originally recorded in O.R. Book 1097, at Pages 1199 *et seq*, Public Records of Collier County, Florida.

RESOLVED: That the Declaration of Condominium of BeauMer Bay Club, a Condominium, be and is hereby amended and restated, and that the Amended and Restated Declaration of Condominium is adopted in the form attached hereto and made a part hereof.

RESOLVED: That the Articles of Incorporation of River Pointe Marina, Inc. *1/w/a* BeauMer Bay Club Condominium Association, Inc., be and are hereby amended and restated, and that the Amended and Restated Articles of Incorporation are adopted in the form attached as Exhibit "A" to the Declaration of Condominium and made a part hereof.

RESOLVED: That the Bylaws of River Pointe Marina, Inc. *1/w/a* BeauMer Bay Club Condominium Association, Inc., be and are hereby amended and restated, and that the Amended and Restated Bylaws are adopted in the form attached as Exhibit "B" to the Declaration of Condominium and made a part hereof.

May 24, 1996
Date

RIVER POINTE MARINA, INC.
(*1/w/a* BEAUMER BAY CLUB
CONDOMINIUM ASSOCIATION, INC.)

Witnesses:
[Signature]

Signature of Witness
G. KEVIN SMITH
Print name of Witness

[Signature]

Signature of Witness
R. KERASOTES
Print name of Witness

By: [Signature]
Gary Martin, President

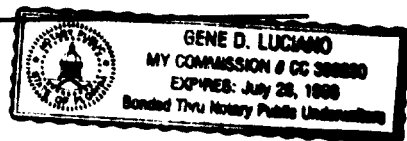
811 River Pointe Drive
Naples, Florida 33940

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

Subscribed to before me this 24 day of May, 1996, by Gary Martin, President of RIVER POINTE MARINA, INC. *1/w/a* BEAUMER BAY CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me and did not take an oath.

[Signature]
Notary Public (SEAL)
Print name: Gene D. Luciano
My Commission Expires:



NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION. FOR PRESENT TEXT SEE EXISTING DECLARATION OF CONDOMINIUM.

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

BEAUMER BAY CLUB, A CONDOMINIUM

On August 20, 1984, the original Declaration of Condominium of BeauMer Bay Club, a Condominium (hereinafter the "Condominium") was recorded in Official Record Book 1097, at Page 1196 et seq., of the Public Records of Collier County, Florida. That Declaration of Condominium, as it has previously been amended, is hereby further amended in part and is restated in its entirety.

1. SUBMISSION TO CONDOMINIUM OWNERSHIP: This Amended and Restated Declaration of Condominium is made by River Pointe Marina, Inc., formerly known as BeauMer Bay Club Condominium Association, Inc., a Florida corporation not for profit, hereinafter the "Association". The land subject to this Declaration and the improvements located thereon have already been submitted to condominium ownership and use pursuant to the Florida Condominium Act. No additional property is being submitted to condominium ownership by this Declaration. 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 condominium parcels. The acquisition of title to a unit or any other interest in the condominium property, or the lease, occupancy, or use of any portion of a unit or the condominium property, constitutes an acceptance and ratification of all provisions of this Declaration as amended from time to time, and an agreement to be bound by its terms.

2. NAME AND ADDRESS: The name of this Condominium is BeauMer Bay Club, a Condominium, and its street address is 811 River Pointe Drive, Naples, Florida 33940.

3. DESCRIPTION OF CONDOMINIUM PROPERTY: The land submitted to the condominium form of ownership by the original Declaration (hereinafter the "Land") is legally described in Exhibit "DC-1" to the original Declaration, which Exhibit is hereby incorporated by reference. The land identified a Parcel Three on Exhibit DC-1 is submerged land within the boat basin and therefore the submissions of such land to the condominium form of ownership by the original Declaration is subject to the rights and claims of the State of Florida, the United States Government or the public as set forth herein. Also submitted to the condominium form of ownership by this instrument are all easement rights of record appurtenant to the ownership of the land as described in Exhibit DC-1 specifically including, but not limited to, the following:

- (A) All such easement rights contained in the Declaration of Easement Rights, Reservation and Obligations dated September 30, 1982, and recorded in Official Records Book 989, pages 581 through 592, Public Records of Collier County, Florida.

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- (B) The easement rights reserved for the benefit of the land described in DC-1 by that certain Easement Reservation contained in a deed recorded in OR Book 1084, page 1831, Public Records of Collier County, Florida; which reserves an easement for parking and access on the property described in Exhibit DC-4 and an easement for access on the property described on Exhibit DC-5.

4. **DEFINITIONS:** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, (The "Condominium Act"), unless the context otherwise requires.

4.1 "**Assessment**" means a share of the funds required for the payment of common expenses which from time to time is assessed against the units.

4.2 "**Association**" means River Pointe Marina, Inc. f/k/a BeauMer Bay Club Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of this Condominium.

4.3 "**Association Property**" means all property, real or personal, owned or leased by the Association for the use and benefit of the unit owners.

4.4 "**Board of Directors**" or "**Board**" means the representative body which is responsible for the administration of the Association's affairs, and is the same body referred to in the Condominium Act as the "Board of Administration".

4.5 "**Condominium Documents**" means and includes this Declaration and all recorded exhibits hereto, as amended from time to time.

4.6 "**Fixtures**" means those items of tangible personal property which by being physically annexed or constructively affixed to the unit have become accessory to it and part and parcel of it, including but not limited to rope cleats, plumbing and electrical fixtures.

4.7 "**Guest**" means any person who is not the unit owner or a tenant who owns or controls a vessel that occupies the unit on a temporary basis at the invitation of the owner, without the payment of consideration.

4.8 "**Lease**" means the grant by a unit owner of a temporary right of use of the owner's unit for valuable consideration.

4.9 "**Limited Common Elements**" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units. There are no limited common elements in this condominium.

4.10 "**Occupy**", when used in connection with a unit, means the act of keeping a vessel overnight in a unit. "**Occupant**" is a person who owns or is primarily responsible for the vessel being kept in a unit.

4.11 "**Primary Occupant**" means the natural person approved for occupancy when title to a unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.

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4.13 "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use of the common elements and the operation of the Association.

4.14 "Tenant" means any person who is not the unit owner or a tenant who owns a vessel that occupies the unit on a temporary basis at the invitation of the owner, with the payment of consideration.

4.15 "Utility Services" includes, but is not limited to, electric power, gas, hot and cold water, heating, garbage and sewage disposal.

4.16 "Unit" has the same meaning as the term "unit" as defined in the Condominium Act.

4.17 "Unit Owner" or "Owner" has the same meaning as the term "unit owner" as defined in the Condominium Act, except that for purposes of interpreting use and occupancy restrictions related to units, in cases where a primary occupant has been designated for a unit because of its ownership, the word "owner" refers to the primary occupant and not the record owner.

4.18 "Vessel" means and refers to a leisure or recreational motorboat, sailboat or watercraft which is self propelled and in seaworthy condition, together with any dinghy or other boat kept thereon. Houseboats, floating homes, house-like barges, seaplanes, airboats, hovercraft, charter or commercial boats are not considered vessels for the purpose of this Declaration and shall not be permitted within the condominium.

4.19 "Voting Interest" means and refers to the arrangement established in the condominium documents by which the owners of each unit collectively are entitled to one vote in Association matters. There are sixty-three (63) units, so the total number of voting interests is sixty-three (63) votes.

5. DESCRIPTION OF IMPROVEMENTS, SURVEY AND PLANS:

5.1 Survey and Plot Plans. Attached to the original Declaration as Exhibit "DC-2", and incorporated by reference herein, are a survey of the Land and plot plans, which graphically describe the improvements in which units are located, and which show all the units, including their identification numbers, locations and approximate dimensions and the common elements. Together with this Declaration, the exhibit is in sufficient detail to identify each unit and the common elements and their relative locations and dimensions.

5.2 Unit Boundaries. Each unit shall include that part of the building that lies within the following boundaries:

- (A) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the horizontal plane of the top and bottom respectively of the portion of the dock facilities forming the individual unit.
- (B) Perimeter Boundaries. The perimeter boundaries of the unit shall be the vertical planes bounding the unit as shown in Exhibit "DC-2" hereto, extended to their intersections with each other and with the upper and lower boundaries.

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All pipes, ducts, vents, wires, conduits or other equipment or fixtures running through the dock facilities for furnishing utility services are not included within the unit. In cases not specifically covered in this Section 5.2, or in any case of conflict or ambiguity, the graphic depictions of the unit boundaries set forth in Exhibit "DC-2" hereto shall control in determining the boundaries of a unit, except the provisions of 5.2(D) above shall control over Exhibit "DC-2". Nothing herein shall be construed as purporting to change the boundaries of the units as they were provided for in the original Declaration.

6. CONDOMINIUM PARCELS: APPURTENANCES AND USE:

6.1 Shares of Ownership. The Condominium contains sixty-three (63) units. The owner of each unit shall also own a one sixty-third (1/63) undivided share in the common elements and the common surplus.

6.2 Appurtenances to Each Unit. The owner of each unit shall have certain rights and own a certain interest in the condominium property, including without limitation the following:

- (A) An undivided ownership share in the Land and other common elements and the common surplus, as specifically set forth in Section 6.1 above.
- (B) Membership and voting rights in the Association, which shall be acquired and exercised as provided in the Amended and Restated Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "A" and "B", respectively.
- (C) The exclusive right to use the common elements.
- (D) An exclusive easement for the use of the airspace occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time.
- (E) Other appurtenances as may be provided in this Declaration and its exhibits.

Each unit and its appurtenances constitutes a "condominium parcel".

6.3 Use and Possession. A unit owner is entitled to exclusive use and possession of his unit for the sole purpose of mooring a vessel therein. He is entitled to use the common elements in accordance with the purposes for which they are intended, but no use of the unit or of the common elements may unreasonably interfere with the rights of other unit owners or other persons having rights to use the condominium property. No unit may be subdivided. The use of the units and the common elements shall be governed by the condominium documents and by the rules and regulations adopted by the Board of Directors, as provided in Section 7 of the Bylaws.

7. COMMON ELEMENTS: EASEMENTS:

7.1 Definition. The term "common elements" means all of the property submitted to condominium ownership that is not within the unit boundaries set forth in Section 5 above. The common elements include without limitation the following:

- (A) The Land.

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- (B) All portions of the boat docks and other improvements located outside the units.
- (C) Easements through each unit for conduits, ducts, plumbing, wiring, and other facilities for furnishing utility services to other units or the common elements.
- (D) An easement of support in every portion of the Condominium which contributes to the support of the docks.
- (E) The fixtures and installations required for access and utility services to more than one unit or to the common elements.

7.2 Easements. Each of the following easements and easement rights is reserved through the Condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the condominium parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of unit owners with respect to such easements.

- (A) **Utility and other Easements.** The Association has the power, without the joinder of any unit owner, to grant, modify or move easements such as electric, gas, cable television, or other utility or service easements, or relocate any existing easements, in any portion of the common elements or association property, and to grant access easements or relocate any existing access easements in any portion of the common elements or association property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the units. The Association may also transfer title to utility-related equipment, facilities or material, and to take any other action to satisfy the requirements of any utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.
- (B) **Encroachments.** If any unit encroaches upon any of the common elements or upon any other unit for any reason other than the intentional act of the unit owner, or if any common element encroaches upon any unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.
- (C) **Ingress and Egress.** A non-exclusive easement shall exist in favor of each unit owner and occupant, their respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, 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 or intended for such purposes, and for purposes of ingress and egress to the public ways.
- (D) **Access and Parking Easement Rights.** Each of the individual unit owners has as an appurtenance to the unit the following nonexclusive rights of easements:

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- (1) A right of ingress and egress over and across a portion of the adjacent residential condominium parcel as described on attached Exhibit "DC-3", and as more particularly delineated in the Declaration of Easement Rights, Reservations and Obligations recorded in Official Records Book 989, pages 581 through 592 inclusive, Public Records of Collier County, Florida.
- (2) A right of ingress and egress over and across the area described on attached Exhibit "DC-5" all as more particularly delineated in the Deed recorded in OR Book 1084, page 1831, Public Records of Collier County, Florida.
- (3) A right to park as available, in any of the six parking spaces located on the property described on attached Exhibit "DC-4", together with, for access to such parking spaces, a right of easement for ingress and egress over and across all of the property described on said Exhibit "DC-4".
- (E) **Easement Restraints.** The property submitted to the condominium form of ownership by this Declaration is subject to certain easement rights of owners of the adjacent condominium and commercial parcels for seawall maintenance access, all as more particularly set forth in the Declaration of Easement Rights, Reservations and Obligations dated September 30, 1982, and recorded in Official Records Book 984, page 581 through 592, inclusive, Public Records of Collier County, Florida.
- (F) **Submerged Land Restraints.** The property described on Parcel Three of DC-1, being submerged land within the boat basin, is subject to the following:
- (1) Any and all rights of the United States Government to such land in the interest of navigation and commerce or by virtue of the fact that the land is submerged under navigable waters.
- (2) Any and all rights of the State of Florida arising by virtue of the fact that the property consists of submerged land in tidal waters.
- (3) Any riparian or littoral rights possessed by others.
- (G) The Board of Directors may modify the easements affecting the condominium property, if and when necessary.

7.3 Restraint Upon Separation and Partition. The undivided share of ownership in the common elements and common surplus appurtenant to a unit cannot be conveyed or encumbered separately from the unit and shall pass with the title to the unit, whether or not separately described. As long as the Condominium exists, the common elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned, pledged or transferred except as an appurtenance to the units.

8. ASSOCIATION: The operation of the Condominium is by River Pointe Marina, Inc. f/k/a BeauMer Bay Club Condominium Association, Inc., a Florida corporation not for profit, which shall perform its function pursuant to the following:

8.1 Articles of Incorporation. A copy of the Amended and Restated Articles of Incorporation of the Association is attached as Exhibit "A".

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8.2 Bylaws. The Bylaws of the Association shall be the Amended and Restated Bylaws attached as Exhibit "B", as they may be amended from time to time.

8.3 Delegation of Management. The Association may contract for the management and maintenance of the condominium property and employ a licensed manager or management company to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds made available by the Association for such purposes. The Association and its officers however, shall retain at all times the powers and duties provided in the Condominium Act.

8.4 Membership. The membership of the Association shall be the record owners of legal title to the units, as further provided in the Bylaws.

8.5 Acts of the Association. Unless the approval or affirmative vote of the unit owners is specifically made necessary by some provision of the Condominium Act or these condominium documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the unit owners. The officers and Directors of the Association have a fiduciary relationship to the unit owners. A unit owner does not have the authority to act for the Association by reason of being a unit owner.

8.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the condominium documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property and association property. The Association may impose fees for the use of common elements or association property. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory or use interests in lands or facilities, regardless of whether the lands or facilities are contiguous to the lands of the Condominium.

8.7 Official Records. The Association shall maintain its Official Records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

8.8 Purchase of Units. The Association has the power to purchase one or more units in the Condominium, and to own, lease, mortgage, or convey them, such power to be exercised by the Board of Directors.

8.9 Acquisition of Property. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. Except as otherwise provided in Section 9.8 above, the power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

8.10 Disposition of Property. Any property owned by the Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Sections 9.8 and 9.9 above.

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8.11 Roster. The Association shall maintain a current roster of names and mailing addresses of unit owners, based upon information supplied by the unit owners. A copy of the roster shall be made available to any member upon request.

8.12 Limitation on Liability. Notwithstanding its duty to maintain and repair condominium or association property, the Association shall not be liable to individual unit owners for personal injury or property damage caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or unit owners or other persons.

9. ASSESSMENTS AND LIENS: The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, nonrecurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws, and as follows:

9.1 Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the common elements and association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units shall be a common expense. If the Board of Directors contracts for pest control within units or basic cable television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense.

9.2 Share of Common Expenses. The owner of each unit shall be liable for a share of the common expenses equal to his share of ownership of the common elements and the common surplus, as set forth in Section 6.1 above.

9.3 Ownership. Assessments and other funds collected by or on behalf of the Association become the property of the Association; no unit owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his unit. No owner can withdraw or receive distribution of his share of the common surplus, except as otherwise provided herein or by law.

9.4 Who is Liable for Assessments. The owner of each unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 17.3 below as to certain first mortgagees, whenever title to a condominium parcel is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments which came due prior to the transfer and remain unpaid, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

9.5 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the unit on which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as otherwise provided in Section 17.3 below as to certain first mortgagees.

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9.6 Application of Payments; Failure to Pay; Interest. Assessments and installments thereon paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, then to any charges levied against the unit pursuant to Section 16.2 below, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

9.7 Acceleration. If any special assessment or installment of a regular assessment as to a unit is unpaid thirty (30) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's assessments for that fiscal year. The due date for all accelerated amounts shall be the date the Claim of Lien was recorded in the public records. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose, as required by Section 718.116 of the Condominium Act, or may be sent separately.

9.8 Liens. The Association has a lien on each condominium parcel securing payment of past due assessments, including interest and attorney's fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien is perfected upon recording a Claim of Lien in the Public Records of Collier County, Florida, stating the description of the condominium parcel, the name of the record owner, the assessments past due and the due dates. The lien is in effect until barred by law. The Claim of Lien secures all unpaid assessments coming due prior to a final judgment of foreclosure. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

9.9 Priority of Lien. The Association's lien for unpaid assessments shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the extent required by the Condominium Act, as amended from time to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by the Condominium Act, as amended from time to time. Any lease of a unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

9.10 Foreclosure of Lien. The Association may bring an action in its name to foreclose its lien for unpaid assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

9.11 Certificate As To Assessments. Within fifteen (15) days after request by a unit owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel have been paid. Any person other than the owner who relies upon such certificate shall be protected thereby.

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10. MAINTENANCE: LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

10.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all condominium and association property. The cost is a common expense.

10.2 Unit Owner Maintenance. The owner of each unit shall be liable for the expenses of any maintenance, repair or replacement of common elements, other units, or personal property made necessary by his act or negligence, or by that of any member of his family or his guests, employees, agents, or tenants. Each unit owner has a duty to maintain his unit, boat and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the common elements or the property of other owners and residents. If any condition, defect or malfunction, resulting from the owner's failure to perform this duty causes damage to other units, the common elements, association property or property within other units, the owner of the offending unit shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the owner.

10.3 Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common elements, or in any manner materially change the exterior appearance of any portion of the Condominium.

10.4 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the common elements and association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or the real property owned by the Association costing more than \$3,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

10.5 Enforcement of Maintenance. If after reasonable notice the owner of a unit fails to maintain the unit as required above, the Association may institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including but not limited to, entering the unit, with or without notice to or consent of the tenant or unit owner, to repair, replace, or maintain any item which in the reasonable judgment of the Board of Directors may constitute a health or safety hazard to other property or residents. Any expenses incurred by the Association in performing work within the unit as authorized by this Declaration shall be charged to the unit owner, together with reasonable attorney's fees and other expenses or collection, if any.

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10.6 Association's Access to Units. The Association has an irrevocable right of access to the units for the purposes of protecting, maintaining, repairing and replacing the common elements or portions of a unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as smoke alarms as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the unit.

11. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions:

11.1 Units. Only one vessel shall be kept in a unit. Only a leisure or recreational motorboat, sailboat or watercraft which is self propelled and in seaworthy condition, together with any dinghy or other boat kept thereon, shall be permitted to occupy any unit at the condominium at any time. No floating homes, house-like barges, seaplanes, airboats, hovercraft, charter or commercial vessels shall be permitted within the condominium. No business or commercial activity shall be conducted in or from any unit. No dry storage or dry docking of vessels shall be permitted, including installation of any hydraulic lifts. In the event that any dispute as to whether a particular vessel or boat is permitted to be kept or otherwise operated at the condominium, the determination of the Board of Directors of the Association made at its sole discretion shall be dispositive.

11.2 Length of Vessels. The maximum length of vessels moored in units at the condominium shall be as follows:

- (A) Vessels moored in a twenty-four foot (24') slip shall not exceed twenty-eight feet length water line (28' LWL).
- (B) Vessels moored in a twenty-eight foot (28') slip shall not exceed thirty-four feet length water line (34' LWL).
- (A) Vessels moored in a forty-eight foot (48') slip shall not exceed forty-four feet length water line (44' LWL).

11.3 Nuisances. No owner shall use his unit, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class marina condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with all existing laws and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

11.4 Safety. No open fires shall be permitted on any vessel. No refueling of vessels or storage of petroleum products shall be allowed on the condominium property. No unit shall be used in any manner that in the Board's sole discretion creates a safety hazard to the condominium property, any vessel moored therein or the occupants of any unit.

DECLARATION

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