

MANATEE BAY CLUB, A CONDOMINIUM

GENERAL INFORMATION, CONDENSED RULES & REGULATIONS + Q & A

GENERAL INFORMATION

The information contained in this Document (it is NOT a PROSPECTUS) is provided in order to acquaint you, a prospective lessee, with certain pertinent information concerning the Condominium and to aid you in the decision to lease a Unit. It also serves as a guide for current Owners and Lessees. Please note that this Document contains important matters to be considered in leasing a Condominium Unit.

The statements contained herein are only summary in nature. A prospective renter is responsible for reviewing all documents and materials included in the Prospectus, the contract documents and other materials.

Description of Condominium.

The name of the Condominium (“Dockominium”) is MANATEE BAY CLUB, A CONDOMINIUM (the “Condominium”). The Condominium is located at 100 Morris Lane, Key Largo, Florida 33037. Seaport Development, LLC, a Florida limited liability company (“the “Developer”) is the owner of the unsold Units in the Condominium, which are being offered for sale pursuant to the Prospectus. The Condominium contains ninety-four (94) units (“Units”), of various sizes and shapes selling for different prices, ninety-three (93) of which are for the dockage of vessels and parking of vehicles (except Units A-4 through A-10 and G-1 through G-8 where parking will be within assigned parking spaces outside of the Unit. Unit H-17 is for general commercial use. The Condominium is operated solely as a *Marina*, as a “Semi-Adult” Boat Club where children under the age of 15 must be under adult supervision at all times when on the Common Elements. The *Marina* is not intended to be a location of permanent residences. Generally, there are no residential Units (although, in accordance with the Declaration, six Units can be allocated as residential Units, subject to specific assignment of such right from the Developer).

Recreational Facilities.

The following recreational facilities are on the property: Laundry Room, Ice Machine, Pool & Spa, Pool Deck, Bathhouse and Restrooms.

There are also a limited number of lawn chairs available on the Common Elements.

Docks.

All docks are Limited Common Elements. Owners, their guests and/or Lessees are only allowed to use the dock(s) assigned to the Unit(s) owned by the Owner. Casual strolling along docks is not permitted; remember that these are privately owned units.

Vessels must be allowed clearance within the unit of at least two feet in front of the bow and two feet aft of the stern; i.e.; a 36-ft. vessel requires a minimum of a 40-ft. dock space \ unit.

For daily maintenance purposes, all docks must remain free and clear. Dock boxes, gear, barbecue equipment, etc. must be stored and used on the upland portion of the Unit. Upland areas are to be kept neat and orderly. Miscellaneous items not used or related to boating and marina life in general, are not to be stored on the upland area.

Only equipment directly used in connection with the vessels is allowed on the docks (in addition to being a policy by Manatee Bay Association, it is also a fire hazard issue and to prevent other accidents).

Certain Additional Policies:

- Prior arrangements must be made with the office (at least one day in advance) to allow access to guests, contractors, sub-contractors and repairmen. They must check in to the office, and/or announce arrival via telephone.

- The speed limit within the property is 5 mph. Please observe it for everyone's safety.
- All Pool and Spa chairs must remain on the pool deck.
- **Trash bags must be put in the Dumpster located at the Marina entrance.**
- Due to limited space and parking, a maximum of six guests are allowed at one time. Guest vehicles will be required to park in spaces marked as "Guest".

Utilities and Certain Service.

- Electricity: Florida Keys Electric Company
- Telephone: BellSouth (in general only supplied to the office). We suggest cellular service and satellite for TV and Internet.
- Water: Florida Keys Aqueduct Authority.
- Sanitary Sewage And Waste: On location Sewage Plant, a pump-out vehicle (permanently located on the property) can pump vessels out.

Restriction on the Sale and Lease of Units.

Unit Owners may lease their Unit subject to Association approval of the Lessee, and that the Tenant(s) complies with all the Rules & Regulations of the Association. **All Lease Agreements may be terminated by the Association for failure to observe the Condominium Documents.** (See Lease requirements in the Rules Section of this document)

Restrictions Imposed on the Use of Units.

The Declaration sets forth certain restrictions concerning the use of Units and the Condominium Property. In addition, certain other restrictions are set forth in the Rules & Regulations of the Association (attached hereto). These restrictions, Rules & Regulations have been imposed in the best interest of all of the Unit Owners within the Condominium to make Manatee Bay Club pleasant, clean, and enjoyable and to ensure the proper appreciation of each Unit.

Boatlifts: Free standing, water powered or electric\hydraulic Boatlifts are allowed. The Association, subject to proper building permit(s) issued by County, State and/or Federal Authorities may approve other alternatives.

Sun sheds: Chickee Huts, 10 by 10 ft., and at least 10 ft. from the water line are allowed to be installed (except on G-Dock where only Umbrella type Chickee Huts are allowed, also limited to 10 by 10 sq. ft., and on certain Units on A-Dock, where the Association allows rectangular shaped Chickee Huts, also with a maximum of 100 sq.ft.).

Dock boxes: White fiberglass, West Marine Type, is the only dock box approved. Dock boxes must be placed in the upland portion of the unit not on the docks.

Sewage: Permanent sewage hook-up is not permitted. Vessels can be pumped out twice per week, Mondays and Thursdays, upon request. One pump out per month is free additional pump outs are \$5.00 dollars. Currently PO-KEYS Pump out Service is pumping every Tuesday at no cost to the owner or MBC.

Mail. **It is not permitted to receive mail at Manatee Bay Club.** DO NOT USE 100 Morris Ave, Key Largo, as your address.

Hurricane Evacuation: In order to protect the Limited Common Elements and the Common Elements from damage during a Hurricane, all vessels must evacuate Manatee Bay Club in the event of a threat of a force 4 or 5 Hurricane.

Vessel Insurance: Comprehensive general public liability and vessel insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the vessels docked within a Unit with combined single limit liability of not less than \$300,000 for each

accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to the marina in order to cover liabilities of the Association. Manatee Bay Club has to be named as "other interested party". Copy of policy limits and cross endorsement must be supplied to the office prior to the arrival of any vessel to its assigned unit.

Other Insurance: The Association carries liability, property, fire, flood and wind insurance.

RULES & REGULATIONS

1. **ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS:** No Unit Owner \ lessee shall make any alterations or additions to the common elements or limited common elements, or any modification to his or her Unit, without prior written request to the Board and subsequent Approval Committee and Board approval.
2. **CHILDREN:** Each Unit Owner \ Lessee shall be solely responsible for the actions and any damage caused by his or her children or children visiting them. Children are not to play in the Common Areas. Adult supervision must be exercised at all times when children are using the Common Elements, including but not limited to recreation areas. Adult supervision of children is critical, especially since there is no tot lot, playground, or other play area specifically designated for children on the Condominium Property. For purposes of these Rules and Regulations, any person under the age of fifteen (15) years of age shall be considered a child.
3. **CLEANLINESS:** Each Unit Owner \ Lessee shall maintain his Unit in a clean and orderly manner, and in a manner, which will not be offensive to any other Unit Owner.
4. **COMPLAINTS:** All complaints of Unit Owners \ Lessee shall be made in writing and delivered to the person designated for such purpose by the Board or to a member of the Board.
5. **CONDUCT:** No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the Condominium Property, including, without limitation, inside any Condominium Unit or in any Common Element (including Limited Common Elements).
6. **DAMAGED COMMON ELEMENTS:** Neither Unit Owners, their lessees, nor guests shall mark, damage, destroy, deface or engrave any part of the buildings, grounds or parking area. All Unit Owners \ Lessees shall be liable for damage to the buildings, grounds or parking area caused by moving or removing furniture or other articles from the building or by their automobiles. The cost of repairing damage to Common Elements, including but not limited to the condominium buildings and landscaped areas, caused by a Unit Owner \ Lessee or his guests or invitees, shall be sole responsible of such Unit Owner.
7. **DELIVERIES:** The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for a Unit Owner \ Lessee, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association or the employees of the Developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risk of theft, conversion, disappearance, loss and damage of and to such items.
8. **EXTERIOR APPEARANCE:** No improvements may be made or placed upon the exterior of any Unit or on any of the Common Elements of the Condominium Property without the prior consent of the Board. There shall be no land drilling permitted within any Unit. Any consent of the Board to any improvement to be made in or on the exterior of any Unit, or to anything to be places therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the Board.

9. **OUTDOORS COOKING:** No cooking or barbecuing shall be permitted on any Common Elements of the Condominium. Barbecuing is allowed within the upland portion of each individual unit.
10. **SOLICITATION:** There shall be no solicitation permitted by any persons anywhere in or about the Condominium Property for any cause, charity or for any purpose whatsoever, unless specifically authorized in writing in advance by the Board.
11. **SIGNS:** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner on any part of the outside or inside of any Unit so as to be visible from outside of the Unit, or upon any portion of the Common Elements without the prior consent of the Board.
12. **SWIMMING POOL & SPA:** Observe all posted rules. There are no lifeguards at the pool/spa. Unit Owners \ Lessees, guests and invitees swim and use the facilities at their own risk. No children (under 15) are permitted to use these facilities without adult supervision. No group parties or group meetings are permitted at any pool area without the advance written consent of the Association. Nudity is prohibited in the swimming pool, spa and other common areas of the Condominium.
 - Only authorized vehicles are allowed within the fenced area at the Pool & Spa.
 - **NO FOOD, DRINKS OF ANY KIND, CIGARETTES OR GLASS CONTAINERS ARE ALLOWED IN THE POOL OR ON THE POOL DECK.**
13. **TRASH AND GARBAGE:** All refuse, waste, bottles, cans, garbage and trash, whether recycled materials, or not, shall be securely wrapped in plastic garbage bags and placed only in the containers located across from the office.
14. **DOCKING OF RAFTING VESSELS:** Except within Unit A-1, the docking of rafting vessels within the Units is prohibited.
 - Small, dinghy type, boats are allowed as an addition as long as they safely fit within the Unit and still comply with the spacing requirement mentioned in the “Dock” section of this guide.
15. **NO-WAKE ZONE:** The entire Condominium Property and adjacent waters is a “No-Wake” zone and vessels shall be operated in such a way as not to create wake in such areas. Please proceed at dead idle speed within the marinas waterways.
16. **VIOLATION OF RULES AND REGULATIONS:** In addition to remedies available pursuant to the Declaration of Condominium, and Florida law, the Association shall have the right to remove a Unit Owner \ Lessee, members of family and guests from the Common Elements as a consequence of violation of the Rules and Regulations.
17. **OVERNIGHT STAYS AND DOCKING:** This is in reference to Article V, Paragraph A in the Prospectus. In addition to the above mentioned Article, note the following:
 - All vessels must fit within the Unit. A minimum of two ft. of space is required in front of the bow and behind the stern of each vessel. (gauged by the yellow boundary lines on the dock)
 - A maximum of 180 overnight stays per year is permitted.
 - When staying onboard for extended periods of time, the vessel must leave the property at least once every 28 days, for a minimum of one night.
18. **PETS:** Owners Pets are welcome, with approval, and as posted on the property they have to be on a leash at all times when on the common grounds, this is required Monroe County Code. As a courtesy to all, please don't forget to pick up your pets waste and dispose of it properly.
19. **LEASE REQUIREMENTS:** Units can only be leased in their entirety, upland and water portion. Owners are responsible, and must strictly adhere to the following guidelines with regards to leasing:

- Use the Manatee Bay Club standard lease agreement.
- Submit completed agreement to office for Board approval.
- Insure vessel meets size requirements of 2 ft. clearance at bow and stern, i.e.; a 36-ft. vessel (LOA) requires a minimum 40-ft. dock space.
- Do not supply lessee with your gate code, once approved lessee will be provided with their own unique gate code.
- Owner will be notified in writing once Board approves the lease.
- Owner must furnish and advise lessee of all Manatee Bay Club rules. Owner is responsible for lessee's violations of any rules.
- Lessee must furnish Manatee Bay Club office with required insurance documents prior to vessel arrival.
- If lessee is from out of state, Association needs a local contact that is responsible and has authority to handle any and all matters pertaining to said vessel.

20. **TRUCKS, COMMERCIAL VEHICLES, BUSES, RECREATIONAL VEHICLES, MOBILE HOMES, BOAT, CAMPERS AND TRAILERS:**

1. Subject to such rules and regulations as the Board may, from time to time promulgate, and except for pickup trucks, SUV's or other trucks ¾ ton or less, no truck, or commercial vehicle of any kind shall be permitted to be parked on the Condominium Property, unless necessary and incident to the business on the condominium Property. No truck or commercial vehicle incident to business shall be parked overnight unless approved by Developer or the Association.
2. No buses may be parked on the Condominium Property.
3. Aside from Class B rated motor homes only. No recreational vehicles, mobile homes, campers or trailers (except boat trailers, which may be parked with the approval of the Association) shall be parked or stored on the Condo Property.
4. None of the vehicles named herein shall be used as a domicile or residence, either permanent or temporary.
5. Boats and boat trailers may be temporarily parked within the Condo Property for such periods as approved by the Association.
6. All vehicles and trailers must be parked within the allotted upland space of each unit.

I _____ (lessee's Name) have been provided, briefed and understand all rules and regulations pertaining to Manatee Bay Club Condo Association and that the Association has the right to terminate the lease agreement upon default in observing any of the applicable rules and regulations of the association.

(Lessee Signature) _____ (Date) _____