

HANOVER LAKES

BOATER REGISTRATION AND AUTHORIZATION

THIS BOATER REGISTRATION FORM AND AUTHORIZATION (the “**Boater Registration Form**”) is made, executed, granted, imposed and declared this ____ day of _____, 20__, by **HANOVER LAKES HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the “**Association**”) to and in favor of the Owner (as that term is defined below) of Lot ___, Hanover Lakes Phase ___, according to the plat thereof (the “**Plat**”) as recorded in the Public Records of Osceola County, Florida (“**Benefitted Lot**”).

RECITALS

A. The term “**Owner**” shall collectively mean and refer to the persons signing this document where indicated below, together with the additional members of their immediate family (all of whom must be age 17 or older) designated in the space provided, whom shall be the fee simple record owner of the Benefitted Lot, but shall expressly exclude any subsequent successor to or assignee of Owner. The term “**Declaration**” shall refer to the Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated and recorded July 13, 2018 at O.R. Book 5367, Page 192, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated August 1, 2018 and recorded August 3, 2018 at O.R. Book 5379, Page 604, and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes, dated October 31, 2018 and recorded November 1, 2018 at O.R. Book 5428, Page 223, all of the public records of Osceola County, Florida, as the same may be further amended and/or supplemented from time to time.

B. The Association and the Osceola Chain of Lakes Community Development District (the “**District**”) collectively own in fee simple of that certain network of navigable retention ponds and storm water management facility located more particularly described as Tracts A-1, A-2, A-3 and A-4, Hanover Lake Phase 1, a replat, according to the plat thereof recorded in Plat Book 27, Page 18 of the public records of Osceola County, Florida, together with any subsequent expansion, enlargement, or extension thereof (collectively, the “**Waterbody**”).

C. The Waterbody is a component of the District’s master stormwater management system (the “**Stormwater Improvements**”) operated and maintained by the District pursuant to the provisions of that certain Permit No. 49-02458-P issued by the South Florida Water Management District (the “**Permit**”).

D. The Association, pursuant to the Declaration, has the authority to administer the use of, and rules and regulations regarding, the Waterbody, for the mutual benefit and safety of all current and future owners of property within the community.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the Association and Owner hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Grant of Dock Easement.** The Association does hereby give, grant, and convey to the Owner of the Benefitted Lot, the right to operate a watercraft on the Waterbody, in each case consistent with the terms of this instrument, the Rules and Regulations set forth on the attached **Exhibit A** and **Exhibit B**, the Declaration, and all other rules and/or requirements that may be promulgated by the Association from time to time.

3. **Compliance.** Notwithstanding anything herein to the contrary, Owner acknowledges and agrees that Owner's rights hereunder are subject to all applicable laws, regulations, codes, permits (including but not limited to the Permit), and Owner shall not exercise Owner's rights under this Boater Registration Form in a manner which is inconsistent with such applicable laws, regulations, codes, permits (including the Permit), the Master Easement Agreement, and/or Declaration.

4. **Indemnification.** As a material condition to the rights granted herein, Owner shall unconditionally release, indemnify, defend and hold harmless each of the Association, Hanover Lakes, LLC, a Florida limited liability company, HFB Lakes, LLC, a Florida limited liability company, Hanover Family Builders, LLC, a Florida limited liability company, and Osceola Chain of Lakes Community Development District, together with, in each instance, its and their respective directors, officers, employees, attorneys and agents (collectively, the "**Indemnified Parties**"), from and against any and all liability, claims, demands, costs, and expenses, whether justified or not, including attorney's fees, paraprofessional fees and expenses at administrative, trial, and appellate levels, which may be incurred or imposed upon any of them by reason of injury to or death of persons, damage to property, or any other claim or damage arising directly or indirectly out of Owner's use and/or operation of a watercraft on the Waterbody, and or the use of the Boat Lift.

5. **No Liability.** The Indemnified Parties shall have no responsibility or liability for injury to or the death of any person or damage to any property by reason of its execution and delivery of this Boater Registration Form or for any act or omission of Owner, including the exercise by Owner of the rights granted to Owner pursuant to this Boater Registration Form. The term Owner, for purposes of this paragraph, shall expressly include members of the Owners' family and/or any of Owner's employees, guests, agents or invitees.

6. **Subsequent Owners.** This Boater Registration Form is specific to Owner, and shall not run with title to the Benefitted Lot, or to any successor or assignee of Owner.

7. **Boat Lift Instructional Video.** Owner acknowledges that Owner has watched the boat lift instructional video provided by the Association, and Owner agrees to strictly comply with the terms, policies, and procedures referenced therein.

8. **Remedies.** In the event that the Owner shall fail to strictly comply with the provisions of this Boater Registration Form, the Association shall have the right to exercise all or any of the following remedies, in addition to all other remedies available at law or

equity: (a) terminate the rights granted pursuant to this Boater Registration Form, (b) take corrective action on behalf of the Owner and collect all such sums incurred by the Association plus an administrative fee equal to 18% of such cost from the Owner, or (c) obtain injunctive relief from a court of competent jurisdiction, and recover from Owner all of the Association's fees, expenses, and costs incurred in connection with such legal action from Owner.

9. **Amendment.** This Boater Registration Form may not be amended except in writing signed by the fee simple Owner of the Benefitted Lot and the fee simple owner of the Waterbody.

10. **Acceptance.** Owner expressly acknowledges receipt and acceptance of the terms of this Boater Registration Form, including all exhibits and addenda hereto.

11. **Acknowledgement.** Owner acknowledges that the Boat Lift is not handicapped accessible or compliant with the requirements of the Americans with Disability Act (ADA). Owner shall not permit any handicapped persons to use or access the Boat Lift.

12. **Modification of Rules and Regulations.** Owner agrees that the terms of this Boater Registration Form and the rights granted to herein are temporary, and are subject to modification and revocation by the Association at any time. Owner shall abide by the terms of this Boater Registration Form at all times, and any future modification of the rules and regulations governing the use of the Waterbody or the Boat Lift, or any appurtenance to the same, failing which Owner shall be in default of the terms of this Boater Registration Form.

13. **Counterparts.** This Boater Registration Form may be executed in any number of counterparts, each of which, when attached hereto, shall constitute a consolidated original document.

IN WITNESS WHEREOF, the parties have caused this Boater Registration Form to be executed as of the date first set forth above.

THE ASSOCIATION:

HANOVER LAKES HOMEOWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Signature: _____

Name: _____

Title: Authorized Signatory

OWNER:

Signature: _____

Name:

Signature: _____

Name:

Additional Authorized Owner Parties (Must be at least 17 years old):

_____ (Printed name)

_____ (Printed name)

_____ (Printed name)

_____ (Printed name)

EXHIBIT "A"

HANOVER LAKES

NAVIGABLE RETENTION POND, BOAT RAMP AND BOAT LIFT

RULES AND REGULATIONS

Rules and Regulations Governing the Navigable Retention Pond

1. Defined Terms. In addition to the terms defined elsewhere in these Rules and Regulations Governing the Navigable Retention Pond (these "**Rules and Regulations**"), all initially capitalized terms herein shall have the same meaning set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for Hanover Lakes (the "**Declaration**").

2. Applicability.

2.1 These Rules and Regulations apply to each homeowner ("**Owner**") in the Hanover Lakes Community (the "**Community**") and operator of any powered watercraft and/or sailboat (collectively, "**Watercraft**") on the internal, navigable network of retention ponds constituting part of the Surface Water Management System and providing access, via the Boat Lift, to Alligator Lake (the "**Navigable Retention Pond**"). No Watercraft shall be operated on the Navigable Retention Pond if such Watercraft does not belong to an Owner or Owner's immediate family. The Owner shall ultimately be responsible for, and have the duty to, ensure that the operation of the Watercraft is at all times in full compliance with these Rules and Regulations. The violation of any of these Rules and Regulations by any Owner, any member of his or her family, or any guest shall result in possible criminal or civil liability under Florida Law, as well as fines and/or the temporary or permanent loss of the Owner's privilege to use the Navigable Retention Pond for boating activities, as may be determined and ordered by the Board of Directors of the Association (the "**Board**") (or its designated committee, if established) following notice to the Owner and an opportunity to be heard on the charges and violations.

2.2 The Association shall adopt a procedure to ensure: (a) that each existing and future Owner is given a copy of these Rules and Regulations; and (b) that before being entitled to operate any Watercraft on the Navigable Retention Pond, the Owner has signed the form approved by the Board acknowledging his or her agreement to abide with and be bound by these Rules and Regulations, and has provided such executed form to the Association (through its Management Company).

3. Permissible Watercraft, Associated Requirements and Restrictions. No Watercraft shall be permitted to operate on the Navigable Retention Pond unless it meets each of the following requirements:

3.1 Watercraft (other than jet skis and airboats) are permitted in the Navigable Retention Pond. Such Watercraft may not exceed twenty-six (26) feet in length and ten (10) feet in height. In addition to the foregoing, man powered Watercraft such as canoes and kayaks are permitted in the Navigable Retention Pond.

3.2 No Watercraft shall be permitted to operate on the Navigable Retention Pond if it is not properly registered under Florida law and if it is not also registered with, and has been issued a decal ("**Decal**") by, the Association or temporary identification by the Association (through its Management Company).

3.3 All Watercraft on the Navigable Retention Pond shall be maintained in seaworthy condition with due regard to fire and safety hazards and the Owner shall be responsible for pumping his Watercraft when necessary. Watercraft showing unusual leakage must be repaired or removed from the Navigable Retention Pond. Should any Watercraft sink in the Navigable Retention Pond, it shall be the responsibility of the Owner to remove such Watercraft from the Navigable Retention Pond within twenty-four (24) hours without cost, expense or damage to the Association. In the event such sunken Watercraft is not removed as provided herein, the Watercraft may be removed by the Association at the sole cost and expense of the Owner.

3.4 No Watercraft which is leaking fuel or other potentially hazardous or environmentally damaging liquids or other substances shall be permitted to operate on the Navigable Retention Pond. In the event of any violation of the aforesaid, any environmental clean-up undertaken by the Association will be at the sole cost and expense of the Owner of the Watercraft.

3.5 No Watercraft shall be permitted to operate on the Navigable Retention Pond without having on board all necessary safety equipment required by Florida and/or Federal law, which may include, without limitation, life preservers or vests for each person on board, a fire extinguisher, and a whistle, horn or other similar device.

3.6 No Watercraft shall be permitted to operate on the Navigable Retention Pond unless it meets the following sound level requirements:

3.6.1 The exhaust of every internal combustion engine used on any Watercraft operated on the Navigable Retention Pond shall be effectively muffled by equipment so constructed and used as to muffle the noise of the exhaust in a reasonable manner.

3.6.2 No Watercraft shall be operated on the Navigable Retention Pond if the sound level of such Watercraft exceeds the sound level emitted by the Watercraft when originally equipped by the manufacturer (*i.e.*, no manufacturer's supplied muffling system may be removed, disabled or otherwise altered if such a modification or change increases the noise level emitted by the Watercraft).

3.7 No Watercraft shall be operated on the Navigable Retention Pond unless the Owner or operator of such Watercraft has in force and effect liability insurance covering personal injury and property damage resulting from the operation of the Watercraft with limits of no less than One Hundred Thousand Dollars (\$100,000) in personal injury liability and Twenty-Five Thousand Dollars (\$25,000) in property damage. Such policy of insurance shall contain an endorsement naming the each of the following parties as additional insured parties: Hanover Lakes, LLC, a Florida limited liability company, HFB Lakes, LLC, a Florida limited liability company, Hanover Family Builders, LLC, a Florida limited liability company, Hanover Lakes Homeowners Association, Inc., a

Florida not-for-profit corporation, and Osceola Chain of Lakes Community Development District. The Owner shall provide the Association with a copy of the declarations page and Certificate of Insurance for such insurance policy prior to being issued a Decal and being permitted to operate any Watercraft on the Navigable Retention Pond.

3.8 Only Watercraft in good condition which are able to operate under their own power and/or sail shall be permitted on the Navigable Retention Pond at any time.

3.9 Laundry shall not be hung or spread to dry or air in public view from any Watercraft or dock. Decks of Watercraft docked on the Navigable Retention Pond shall be kept free and clear of all debris, bottles, papers, trash and unsightly materials at all times.

3.10 Advertising or soliciting shall not be permitted on or from any Watercraft moored on the Navigable Retention Pond, nor shall any "For Sale," "For Charter," "For Hire" or any other such signs

be placed on any Watercraft any time except for lettering, registration number, flags and other displays customarily found on recreational Watercraft. The Community employees are authorized to remove all signs in violation of these provisions.

3.11 No illegal activity or drugs or other contraband shall be conducted, used or stored on the Navigable Retention Pond or Community property at any time.

3.12 Sailboat Owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the Board (through its Management Company) shall be authorized to tie off halyards and charge a nominal fee as may be established from time to time.

3.13 Owners of Watercraft are prohibited from anchoring their Watercraft in the Navigable Retention Pond overnight. The aforesaid also pertains to the attachment of Watercraft to buoys.

4. Limitation on Number of Watercraft per Owner. No Owner shall be permitted to have in operation on the Navigable Retention Pond at the same time more than two (2) Watercraft.

5. Qualifications Required to Operate Watercraft on the Navigable Retention Pond:

5.1 No person under the age of sixteen (16) shall operate (or be permitted by the responsible Owner to operate) a Watercraft on the Navigable Retention Pond.

5.2 No person between the ages of sixteen (16) and twenty-one (21) years may operate a Watercraft on the Navigable Retention Pond unless at least one of the following conditions are met:

5.2.1 The person has in his or her possession aboard the Watercraft photographic identification and a boater safety identification card issued by the appropriate governmental authority which shows that he or she has completed a boater

education course that meets the minimum 8-hour instruction requirement established by the National Association of State Boating Law Administrators or passed a course equivalency examination approved by the Association; or

5.2.2 The person is licensed by the United States Coast Guard to serve as master of a

Watercraft; or

5.2.3 The person is accompanied in the Watercraft:

5.2.3.1 by a person who is exempt from this section under subsection 5.2 who is attendant to the operation of the Watercraft and responsible for a violation that occurs during the operation; or

5.2.3.2 by a person over the age of twenty-one (21) who is attendant to the operation of the Watercraft and responsible for any violation that occurs during the operation; or

5.2.3.3 by a person who holds an identification card in compliance with Section 5.2.1 above, is eighteen (18) years of age or older, and is attendant to the operation of the Watercraft and responsible for any violation that occurs during the operation.

6. Hours of Operation of Vessels or Watercraft. A person shall not operate a Watercraft on the Navigable Retention Pond any earlier than one-half hour before sunrise or any later than one-half hour after sunset.

7. Requirements as to Use of Personal Flotation Devices. No person may operate, or permit a Watercraft to be operated on the Navigable Retention Pond without wearing a personal flotation device approved by the United States Coast Guard in accordance with the rules and regulations promulgated by the United States Coast Guard from time to time.

8. Operational Requirements in "No Wake" Zones: The Navigable Retention Pond is a no wake zone and boats are not permitted to travel more than five (5) miles per hour. For purposes of this regulation, a "no wake" speed is one defined to mean that the Watercraft: (a) is not operating on a plane; (b) is not in the process of coming off plane and settling into the water, (c) is not in the process of accelerating, and (d) produces no wake or no more wake than the minimum amount of wake necessarily created by the Watercraft in order to properly steer the Watercraft.

9. Vessels and Watercraft Must be Operated in a Careful and Prudent Manner; Operational Requirements:

9.1 Any person operating a Watercraft on the Navigable Retention Pond shall operate the

Watercraft in a reasonable and prudent manner, having regard for other waterborne traffic, the maximum speed limit, no wake/idle speed zone restrictions, and all other attendant circumstances as not to endanger the life, limb, or property of any person.

9.2 Any person operating a Watercraft on the Navigable Retention Pond shall make a reasonable effort to maintain a distance of one hundred (100) feet from all other Watercraft.

9.3 Racing, “hot-dogging,” and similar potentially dangerous operations are prohibited, including without limitation:

9.3.1 The racing of Watercraft on the Navigable Retention Pond.

9.3.2 Maneuvers which unreasonably or unnecessarily endanger life, limb, or property, including, but not limited to, weaving through congested Watercraft traffic and swerving at the last possible moment to scare, spray or avoid collision with another Watercraft or person.

9.4 A person may not operate a Watercraft on the Navigable Retention Pond towing a person on water skies, or an aquaplane, wakeboard, inner tubes, sleds, or similar device.

10. Swimming Prohibited. Swimming is expressly prohibited in the Navigable Retention Pond.

11. Private Docks.

11.1 Owners may construct docks on the Navigable Retention Pond adjacent to their Lots for use with their Watercraft strictly in accordance with the provisions of the Declaration and subject to the following:

11.1.1 Private Dock sizes, locations, materials, layout (shape), color, accessories, electric service and water supply shall be Lot specific and have been predetermined (the “**Predetermined Dock Specifications**”) There shall be no exceptions to the Predetermined Dock Specifications. As shown on the Predetermined Dock Specifications, Owners of Homes on some interior lake Lots may not install a Private Dock.

11.1.2 Once constructed, no additions or deletions will be allowed to Private Docks.

11.1.3 Once constructed, no attachments to Private Docks will be allowed unless otherwise included in the Predetermined Dock Specifications.

11.1.4 Private Docks may accommodate any Watercraft with a maximum length of twenty-six (26) feet and a maximum height of ten (10) feet. Depending on the length of a Watercraft, type of Watercraft, draw of a Watercraft, and angle of a Private Dock to the shoreline, a portion of a Watercraft may protrude past the end of a Private Dock.

11.2 Private Docks may only be used for boat docking and fishing. No swimming, diving, or any other activities, with the exception of boat docking and fishing, shall be allowed from any Private Dock.

11.3 Motorized and electrical boats may not be launched or left on the Beach or shore comprising part of the Community Property.

11.4 Boats should be stored in a Home's garage or in the water adjacent to a Private Dock if a Home has such a Dock.

11.5 Boat lifts accommodating up to a twenty-six (26) foot Watercraft are available as permitted by the Board from time to time.

12. Boat Fueling. No fueling is permitted for Watercraft on the water or on any Dock. All fueling will only be permitted on land within the Community Property, as defined in the Declaration, from aboveground storage tanks and/or handheld containers.

13. Boat Lift.

13.1 The Boat Lift is subject to additional rules and regulations that may be promulgated by the Board from time to time.

13.2 Each Owner shall be given an Access Card to allow such Owner access to the Boat Lift.

13.3 The Boat Lift is intended to provide access from the Navigable Retention Pond to the Alligator Chain of Lakes.

13.4 During periods of high tide or excessive rain, the water level within the Navigable Retention Pond may increase so that boats will be unable to fit underneath bridge overpasses giving access to the Boat Lift. Access to the Alligator Chain of Lakes will be limited during periods of high water. Neither Declarant nor Association can guarantee access to the Alligator Chain of Lakes as it is a public lake affected by water management requirements of applicable governmental authorities. Use of the Boat Lift and adjacent ramps are governed by the Declaration, these Rules and Regulations and other applicable Florida laws and is at each Owner's sole risk.

14. Environmental Protection. Refuse, trash and/or garbage shall not be thrown overboard. Disposal of engine oils, filters, spirits, combustible liquids, etc., in the proper and approved manner is the responsibility of the Owner. Failure to properly dispose of such items will be reported to the appropriate governmental authorities for prosecution under applicable environmental laws. In addition, the Owner will be responsible for all cleanup costs. Charcoal or open flame fires will not be permitted on docks or Watercraft at any time.

15. Enforcement of State and County Laws, as Supplement by These Regulations, on the Navigable Retention Pond. The Board, through the authority granted to it by the Community Documents, hereby authorizes the officers of any state or local law enforcement agency having the authority to enforce boating and marine safety laws on the waters of the State of Florida to

likewise enforce such laws on the Navigable Retention Pond. Further, the Board may employ qualified individuals to assist it in enforcing these Rules and Regulations, if the Board in its discretion, determines that such is necessary to further the interests of the Association in maintaining the safety of all people and property on the Navigable Retention Pond, the water quality of the Navigable Retention Pond and its aquatic life and habitats, and/or the peaceful enjoyment and property values of those Owners living adjacent to the Navigable Retention Pond. The Board is authorized to adopt a system whereby violations of these Rules and Regulations may (in addition to the penalties provided for by State or local law) also result in fines assessed against an Owner, and/or temporary or permanent suspension of an Owner's privilege to use the Navigable Retention Pond for boating activities involving Watercraft.

16. Notice. The Board will provide a copy of these Rules and Regulations to all Owners.
17. Amendment. These Rules and Regulations may be amended by the Board from time to time at the Board's sole and absolute discretion.

EXHIBIT “B”

HANOVER LAKES

BOAT LIFT INSTRUCTIONS

1. Only residents of Hanover Lakes who have received a key for the Boat Lift may operate the lift.
2. No one under the age of 17 may operate the Boat Lift.
3. No person shall be in the boat while the lift is operating.
4. The Boat Lift shall not be operated by anyone under the influence of drugs or alcohol.
5. Do not exceed the maximum capacity of the lift that is posted on the lift.
6. No maintenance, repair or other activity of any kind may be performed on a boat while the boat is in the lift.
7. All persons in the vicinity of the lift must stand at least ten feet (10') away from the lift while it is operating.
8. Always return the straps to the “up” position at either end of the lift and do not leave them in the water or in the mud.
9. Use of the lift is on a first come, first served basis; be patient and wait your turn.
10. No trash shall be deposited on the Boat Lift property or in the vicinity of the Boat Lift, except in designated trash receptacles.
11. A user must use the boat wash apparatus to wash down the bottom (hull) of the boat so as to prevent the migration of algae, hydrilla, and other potential contaminants from Alligator Lake to the Navigable Retention Pond, and vice versa.
12. Pets at the Boat Ramp must be leashed and monitored at all times.
13. The Boat Ramp and Boat Lift hours are limited to sunrise to sunset.
14. The Boat Lift and Boat Ramp shall not be used during any thunder storm or other inclement weather.