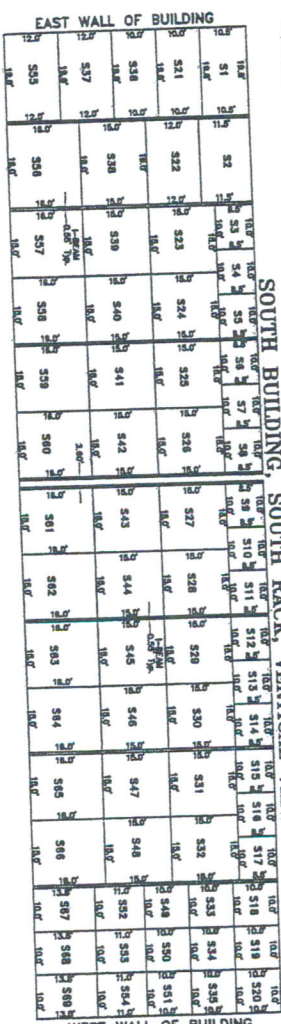
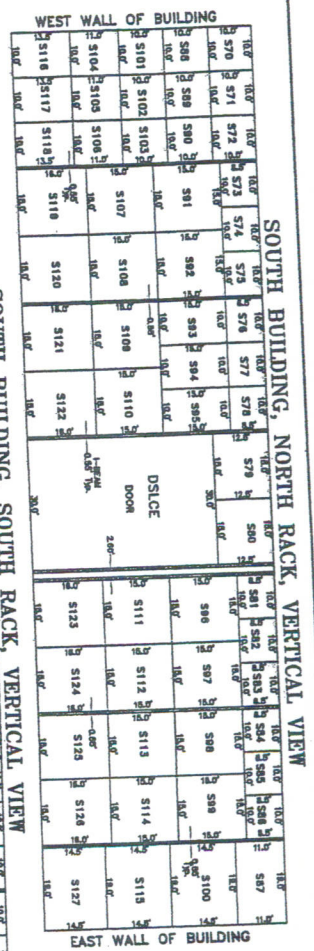




**GULF HARBOR MARINA  
A CONDOMINIUM**  
IN SECTION 35, TOWNSHIP 38 S., RANGE 18 E.,  
SARASOTA COUNTY, FLORIDA

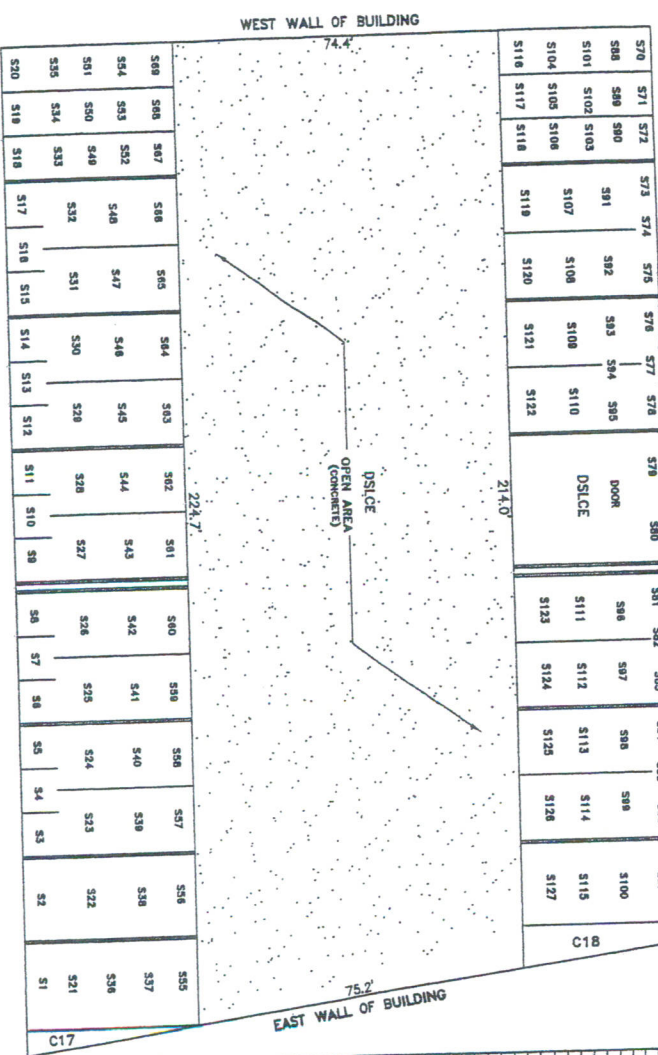
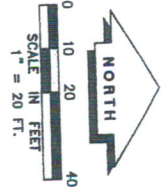
**LEGEND**  
DS10C - DRY SLP LIMITED COMMON ELEMENT  
S02 - DESIGNATION FOR BOAT RACKS  
C1B - DESIGNATION FOR COMMON UNITS

REFER TO SHEET 5 OF 5 FOR  
DETAILS OF UNITS C17 & C18



**SOUTH BUILDING - DRY SLP BOUNDARIES**  
UPPER AND LOWER BOUNDARIES OF EACH DRY SLP SHALL BE THE MAJORARY UPPER AND LOWER BOUNDARIES OF EACH DRY SLP. THE REFERENCE HORIZONTAL PLANS LOCATED AT THE RESPECTIVE UNITS ABOVE THE REFERENCE LEVEL, DEFINED AND DESCRIBED HEREIN, EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.  
PERIMETRICAL BOUNDARIES OF EACH UNIT SHALL BE THE MAJORARY VERTICAL PLANS OF THE UNIT AS DESCRIBED HEREIN, EXTENDED TO INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.  
PROVISION: NO PART OF THE PERIMETRAL STRUCTURE COMPRISE THE DRY SLP STRAKE APPARATUS WHICH IS PART OF THE SEMI-INDIVIDUAL INTEGRITY OF ANY DRY SLP UNIT, SHALL BE REFERRED TO BE A PART OF AN INDIVIDUAL DRY SLP UNIT, SUCH COMMON SUPPORT APPARATUS SHALL BE AND REMAIN A PART OF THE COMMON ELEMENTS.

**SOUTH BUILDING, PLAN VIEW**



**SOUTH BUILDING, SOUTH RACK**

UNIT NO.	WIDTH	LENGTH	HEIGHT	CUBIC FEET
510	10.0'	40.0'	10.5'	8,316
511	10.0'	40.0'	11.5'	8,720
512	10.0'	40.0'	10.5'	8,316
513	10.0'	40.0'	10.5'	8,316
514	10.0'	40.0'	10.5'	8,316
515	10.0'	40.0'	10.5'	8,316
516	10.0'	40.0'	10.5'	8,316
517	10.0'	40.0'	10.5'	8,316
518	10.0'	40.0'	10.5'	8,316

**SOUTH BUILDING, NORTH RACK**

UNIT NO.	WIDTH	LENGTH	HEIGHT	CUBIC FEET
510	10.0'	40.0'	10.5'	8,316
511	10.0'	40.0'	11.5'	8,720
512	10.0'	40.0'	10.5'	8,316
513	10.0'	40.0'	10.5'	8,316
514	10.0'	40.0'	10.5'	8,316
515	10.0'	40.0'	10.5'	8,316
516	10.0'	40.0'	10.5'	8,316
517	10.0'	40.0'	10.5'	8,316
518	10.0'	40.0'	10.5'	8,316

CUBIC FOOTAGE SHOWN HEREON HAS BEEN ROUNDED TO THE NEAREST FOOT.

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 2241  
**LOMBARDO, FOLEY & KOLAAR, INC.**  
COMMERCIAL REAL ESTATE CONSULTANTS  
10000 South Pineapple Avenue, Suite 200, Sarasota, Florida 34238  
TEL: (941) 795-4661  
FLOIDA CERTIFICATE OF AUTHORIZATION NUMBER 2241

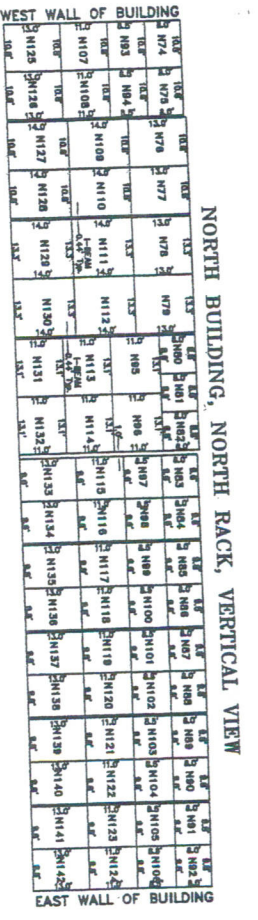
**PLOT PLAN - SOUTH BUILDING DRY RACKS**  
EXHIBIT A

# GULF HARBOR MARINA A CONDOMINIUM

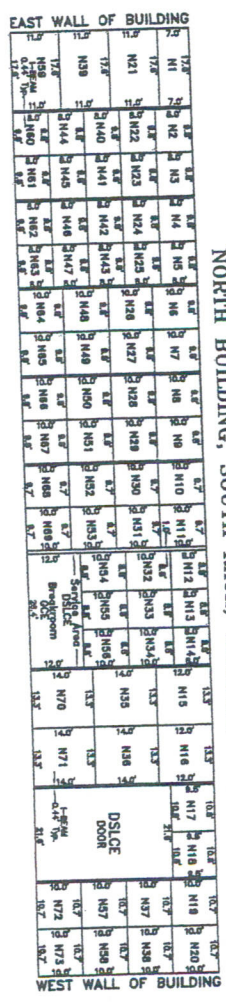
IN SECTION 35, TOWNSHIP 38 S., RANGE 18 E.,  
SARASOTA COUNTY, FLORIDA

LEGEND  
 DSLCE = DRY SLIP LIMITED COMMON ELEMENT  
 CDE = GENERAL COMMON ELEMENT  
 N35 = DESIGNATION FOR COMMERCIAL UNITS

REFER TO SHEET 5 OF 5 FOR  
 DETAILS OF UNIT C19



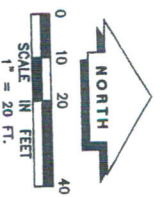
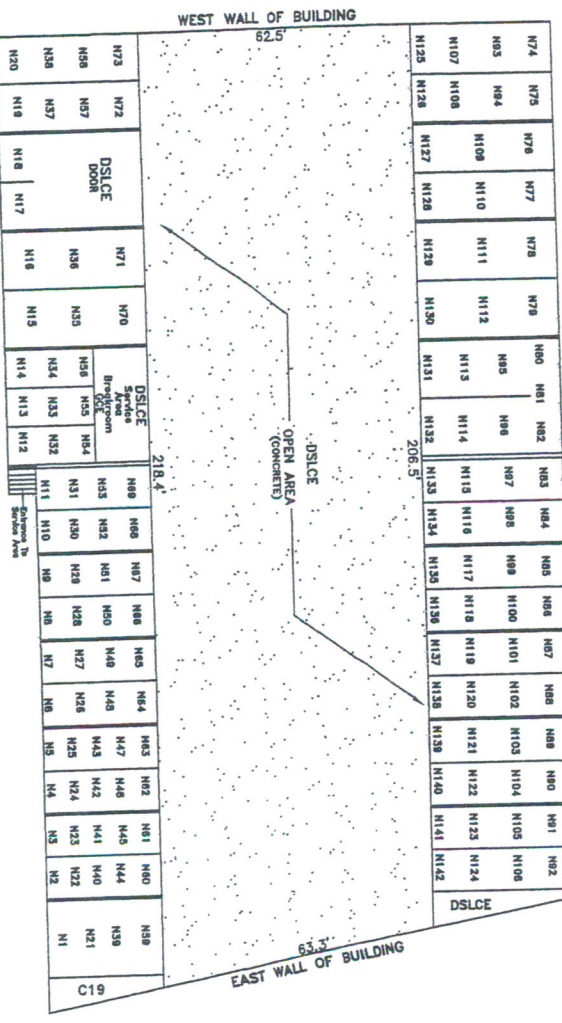
NORTH BUILDING, NORTH RACK, VERTICAL VIEW



NORTH BUILDING, SOUTH RACK, VERTICAL VIEW

**NORTH BUILDING - DRY SLIP BOUNDARIES**  
 UPPER AND LOWER BOUNDARIES OF EACH DRY SLIP SHALL BE THE MARGINARY PLANE OF THE UNIT AS DESCRIBED HEREIN, EXTENDED TO AN INTERSECTION WITH THE HORIZONTAL PLANE LOCATED AT THE PRESENT FINISH FLOORING ABOVE THE MERIDIAN LEVEL. BOUNDARIES OF EACH UNIT SHALL BE THE MARGINARY VERTICAL PLANE OF THE UNIT AS DESCRIBED HEREIN, EXTENDED TO AN INTERSECTION WITH THE HORIZONTAL PLANE LOCATED AT THE PRESENT FINISH FLOORING ABOVE THE MERIDIAN LEVEL. BOUNDARIES OF EACH UNIT SHALL BE THE MARGINARY VERTICAL PLANE OF THE UNIT AS DESCRIBED HEREIN, EXTENDED TO AN INTERSECTION WITH THE HORIZONTAL PLANE LOCATED AT THE PRESENT FINISH FLOORING ABOVE THE MERIDIAN LEVEL. BOUNDARIES OF EACH UNIT SHALL BE THE MARGINARY VERTICAL PLANE OF THE UNIT AS DESCRIBED HEREIN, EXTENDED TO AN INTERSECTION WITH THE HORIZONTAL PLANE LOCATED AT THE PRESENT FINISH FLOORING ABOVE THE MERIDIAN LEVEL.

NORTH BUILDING, PLAN VIEW



NORTH BUILDING, SOUTH RACK

UNIT NO.	WIDTH	LENGTH	HEIGHT	CUBIC FEET
N1	9.6	25.0	7.0	1,500
N2	9.6	25.0	8.0	1,900
N3	9.6	25.0	8.0	1,900
N4	9.6	25.0	8.0	1,900
N5	9.6	25.0	8.0	1,900
N6	9.6	25.0	8.0	1,900
N7	9.6	25.0	10.0	2,450
N8	9.6	25.0	10.0	2,450
N9	9.6	25.0	10.0	2,450
N10	9.6	25.0	10.0	2,450
N11	9.6	25.0	10.0	2,450
N12	9.6	25.0	10.0	2,450
N13	9.6	25.0	10.0	2,450
N14	9.6	25.0	10.0	2,450
N15	9.6	25.0	10.0	2,450
N16	9.6	25.0	10.0	2,450
N17	9.6	25.0	10.0	2,450
N18	9.6	25.0	10.0	2,450
N19	9.6	25.0	10.0	2,450
N20	9.6	25.0	10.0	2,450
N21	9.6	25.0	10.0	2,450
N22	9.6	25.0	10.0	2,450
N23	9.6	25.0	10.0	2,450
N24	9.6	25.0	10.0	2,450
N25	9.6	25.0	10.0	2,450
N26	9.6	25.0	10.0	2,450
N27	9.6	25.0	10.0	2,450
N28	9.6	25.0	10.0	2,450
N29	9.6	25.0	10.0	2,450
N30	9.6	25.0	10.0	2,450
N31	9.6	25.0	10.0	2,450
N32	9.6	25.0	10.0	2,450
N33	9.6	25.0	10.0	2,450
N34	9.6	25.0	10.0	2,450
N35	9.6	25.0	10.0	2,450
N36	9.6	25.0	10.0	2,450
N37	9.6	25.0	10.0	2,450
N38	9.6	25.0	10.0	2,450
N39	9.6	25.0	10.0	2,450
N40	9.6	25.0	10.0	2,450
N41	9.6	25.0	10.0	2,450
N42	9.6	25.0	10.0	2,450
N43	9.6	25.0	10.0	2,450
N44	9.6	25.0	10.0	2,450
N45	9.6	25.0	10.0	2,450
N46	9.6	25.0	10.0	2,450
N47	9.6	25.0	10.0	2,450
N48	9.6	25.0	10.0	2,450
N49	9.6	25.0	10.0	2,450
N50	9.6	25.0	10.0	2,450
N51	9.6	25.0	10.0	2,450
N52	9.6	25.0	10.0	2,450
N53	9.6	25.0	10.0	2,450
N54	9.6	25.0	10.0	2,450
N55	9.6	25.0	10.0	2,450
N56	9.6	25.0	10.0	2,450
N57	9.6	25.0	10.0	2,450
N58	9.6	25.0	10.0	2,450
N59	9.6	25.0	10.0	2,450
N60	9.6	25.0	10.0	2,450
N61	9.6	25.0	10.0	2,450
N62	9.6	25.0	10.0	2,450
N63	9.6	25.0	10.0	2,450
N64	9.6	25.0	10.0	2,450
N65	9.6	25.0	10.0	2,450
N66	9.6	25.0	10.0	2,450
N67	9.6	25.0	10.0	2,450
N68	9.6	25.0	10.0	2,450
N69	9.6	25.0	10.0	2,450
N70	9.6	25.0	10.0	2,450
N71	9.6	25.0	10.0	2,450
N72	9.6	25.0	10.0	2,450
N73	9.6	25.0	10.0	2,450

CUBIC FOOTAGE SHOWN HEREON HAS BEEN ROUNDED TO THE NEAREST FOOT.

NORTH BUILDING, NORTH RACK

UNIT NO.	WIDTH	LENGTH	HEIGHT	CUBIC FEET
N74	9.6	25.0	10.0	2,450
N75	9.6	25.0	10.0	2,450
N76	9.6	25.0	10.0	2,450
N77	9.6	25.0	10.0	2,450
N78	9.6	25.0	10.0	2,450
N79	9.6	25.0	10.0	2,450
N80	9.6	25.0	10.0	2,450
N81	9.6	25.0	10.0	2,450
N82	9.6	25.0	10.0	2,450
N83	9.6	25.0	10.0	2,450
N84	9.6	25.0	10.0	2,450
N85	9.6	25.0	10.0	2,450
N86	9.6	25.0	10.0	2,450
N87	9.6	25.0	10.0	2,450
N88	9.6	25.0	10.0	2,450
N89	9.6	25.0	10.0	2,450
N90	9.6	25.0	10.0	2,450
N91	9.6	25.0	10.0	2,450
N92	9.6	25.0	10.0	2,450
N93	9.6	25.0	10.0	2,450
N94	9.6	25.0	10.0	2,450
N95	9.6	25.0	10.0	2,450
N96	9.6	25.0	10.0	2,450
N97	9.6	25.0	10.0	2,450
N98	9.6	25.0	10.0	2,450
N99	9.6	25.0	10.0	2,450
N100	9.6	25.0	10.0	2,450
N101	9.6	25.0	10.0	2,450
N102	9.6	25.0	10.0	2,450
N103	9.6	25.0	10.0	2,450
N104	9.6	25.0	10.0	2,450
N105	9.6	25.0	10.0	2,450
N106	9.6	25.0	10.0	2,450
N107	9.6	25.0	10.0	2,450
N108	9.6	25.0	10.0	2,450
N109	9.6	25.0	10.0	2,450
N110	9.6	25.0	10.0	2,450
N111	9.6	25.0	10.0	2,450
N112	9.6	25.0	10.0	2,450
N113	9.6	25.0	10.0	2,450
N114	9.6	25.0	10.0	2,450
N115	9.6	25.0	10.0	2,450
N116	9.6	25.0	10.0	2,450
N117	9.6	25.0	10.0	2,450
N118	9.6	25.0	10.0	2,450
N119	9.6	25.0	10.0	2,450
N120	9.6	25.0	10.0	2,450
N121	9.6	25.0	10.0	2,450
N122	9.6	25.0	10.0	2,450
N123	9.6	25.0	10.0	2,450
N124	9.6	25.0	10.0	2,450
N125	9.6	25.0	10.0	2,450
N126	9.6	25.0	10.0	2,450
N127	9.6	25.0	10.0	2,450
N128	9.6	25.0	10.0	2,450
N129	9.6	25.0	10.0	2,450
N130	9.6	25.0	10.0	2,450
N131	9.6	25.0	10.0	2,450
N132	9.6	25.0	10.0	2,450
N133	9.6	25.0	10.0	2,450
N134	9.6	25.0	10.0	2,450
N135	9.6	25.0	10.0	2,450
N136	9.6	25.0	10.0	2,450
N137	9.6	25.0	10.0	2,450
N138	9.6	25.0	10.0	2,450
N139	9.6	25.0	10.0	2,450
N140	9.6	25.0	10.0	2,450
N141	9.6	25.0	10.0	2,450
N142	9.6	25.0	10.0	2,450
N143	9.6	25.0	10.0	2,450
N144	9.6	25.0	10.0	2,450
N145	9.6	25.0	10.0	2,450
N146	9.6	25.0	10.0	2,450
N147	9.6	25.0	10.0	2,450
N148	9.6	25.0	10.0	2,450
N149	9.6	25.0	10.0	2,450
N150	9.6	25.0	10.0	2,450
N151	9.6	25.0	10.0	2,450
N152	9.6	25.0	10.0	2,450
N153	9.6	25.0	10.0	2,450
N154	9.6	25.0	10.0	2,450
N155	9.6	25.0	10.0	2,450
N156	9.6	25.0	10.0	2,450
N157	9.6	25.0	10.0	2,450
N158	9.6	25.0	10.0	2,450
N159	9.6	25.0	10.0	2,450
N160	9.6	25.0	10.0	2,450
N161	9.6	25.0	10.0	2,450
N162	9.6	25.0	10.0	2,450
N163	9.6	25.0	10.0	2,450
N164	9.6	25.0	10.0	2,450
N165	9.6	25.0	10.0	2,450
N166	9.6	25.0	10.0	2,450
N167	9.6	25.0	10.0	2,450
N168	9.6	25.0	10.0	2,450
N169	9.6	25.0	10.0	2,450
N170	9.6	25.0	10.0	2,450
N171	9.6	25.0	10.0	2,450
N172	9.6	25.0	10.0	2,450
N173	9.6	25.0	10.0	2,450

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 2241  
**LOMARDO, FOLEY & KOVARIK, INC.**  
 Consulting Engineers, Surveyors & Planners  
 P.O. Box 186 - 688 4th Street, Sarasota, Florida 34231 (941) 758-0081  
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 2241

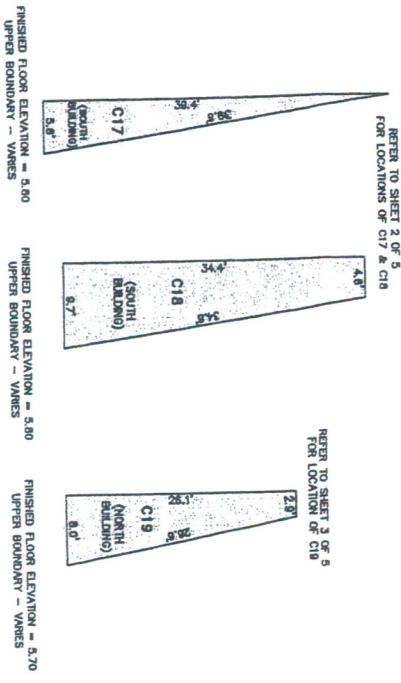
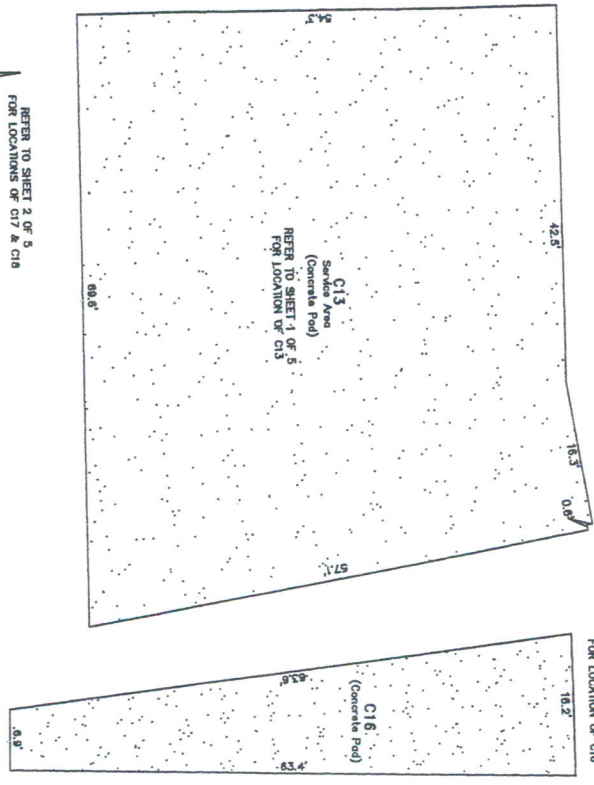
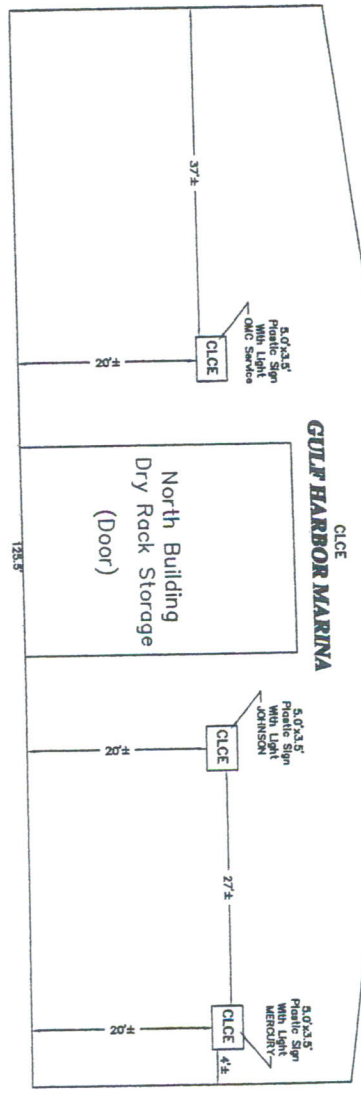


PLAT PLAN - NORTH BUILDING DRY RACKS  
 EXHIBIT A

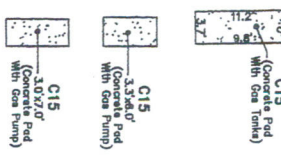


# GULF HARBOR MARINA A CONDOMINIUM

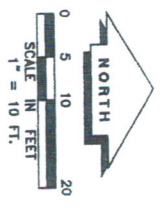
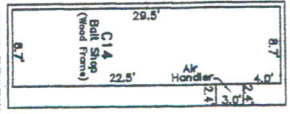
IN SECTION 35, TOWNSHIP 38 S., RANGE 18 E.,  
SARASOTA COUNTY, FLORIDA



REFER TO SHEET 1 OF 5 FOR LOCATIONS OF C15 UNITS



REFER TO SHEET 1 OF 5 FOR LOCATION OF C14



C13 (SERVICE AREA), C15 (GAS PUMPS & TANK) & C16: LOWER BOUNDARY SHALL BE THE HORIZONTAL PLANE OF THE UNDECORATED CONCRETE PAD.  
UPPER BOUNDARY IS NOT DENIED.  
PERIMETRIC BOUNDARIES SHALL BE THE IMAGINARY VERTICAL PLANES OF THE UNITS AS DESCRIBED HEREIN, EXTENDED TO THE INTERSECTIONS WITH EACH OTHER AND WITH THE LOWER BOUNDARY, WITH NO UPPER LIMIT.  
C14 (BALL SHOP): LOWER BOUNDARY SHALL BE THE HORIZONTAL PLANE OF THE UNDECORATED FINISHED FLOOR.  
UPPER BOUNDARY SHALL BE THE HORIZONTAL PLANE OF THE UNDECORATED FINISHED CEILING.  
PERIMETRIC BOUNDARIES SHALL BE THE VERTICAL PLANE OF THE UNITS AS DESCRIBED HEREIN, EXTENDED TO THE INTERSECTIONS WITH EACH OTHER AND WITH THE LOWER BOUNDARY, WITH NO UPPER LIMIT.  
C17, C18 AND C19: SHALL BE THE HORIZONTAL PLANE OF THE UNDECORATED FINISHED FLOOR EXTENDED TO THE PERIMETRIC BOUNDARIES.  
UPPER BOUNDARY SHALL BE THE HORIZONTAL PLANE OF THE LOWER SURFACE OF THE STEEL GIRDERS AND BEAMS SUPPORTING THE ROOF EXTENDED TO THE PERIMETRIC BOUNDARIES.  
PERIMETRIC BOUNDARIES SHALL BE THE IMAGINARY VERTICAL PLANES OF THE UNITS AS DESCRIBED HEREIN, EXTENDED TO THE INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 2241

**IONARDO, FOLEY & KOLARIK, INC.**  
Consulting Engineers, Surveyors & Planners  
P.O. Box 180 • 688 4th Street West • Palmetto, Florida 34111 • (813) 728-4001  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 2241

**TMK**

MISCELLANEOUS UNIT BOUNDARIES  
EXHIBIT A

**JOINDER OF MORTGAGEE**

KeyBank National Association, a foreign banking corporation, (hereinafter Mortgagee) the holder of that certain Mortgage and Security Agreement being recorded at Official Records Instrument Number 2005170099, and that certain Assignment, of Leases, Rents and Profits recorded at Instrument Number 2005170100, and that certain UCC-1 Financing Statement recorded at Instrument Number 2005170101, all in the Public Records of Sarasota County, Florida, which instruments encumber the real property described in the foregoing Declaration, hereby joins the Developer, Gulf Harbor Marina, LLC, a Florida limited liability company, in the foregoing Declaration of Condominium for Gulf Harbor Marina, a Condominium, but such joinder is entered into by Mortgagee without recourse or warranty regarding title or otherwise, and without assuming any obligation whatsoever of the Developer or owner.

DATED as of the \_\_\_\_ day of \_\_\_\_\_, 2005.

Signed, sealed and delivered  
in the presence of:

**KEYBANK NATIONAL ASSOCIATION,**  
a foreign banking corporation

\_\_\_\_\_  
Print Name:

By: \_\_\_\_\_

As its: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

The foregoing Joinder of Mortgagee was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_ as \_\_\_\_\_ of **KEYBANK NATIONAL ASSOCIATION, a Florida banking corporation** who [ ] is personally known to me or [ ] has produced a Florida driver's license as identification.

\_\_\_\_\_  
**NOTARY PUBLIC**

Print Name:

Commission #:

My Commission Expires:

**EXHIBIT "F"**

**ALLOCATION OF PERCENTAGE OWNERSHIP  
IN COMMON ELEMENTS AND COMMON SURPLUS  
AND OBLIGATION FOR COMMON EXPENSES**

Unit Type	Percentage Share	Total by Unit Type
S-1 through S-127 and N-1 through N-142	.003472222%	.9340218%
C-1 through C-19	.003472222%	.06597222%

**UNIT TYPES**

S-1 through S-127	Dry Slip Units in South Storage Building
N-1 through N-142	Dry Slip Units in North Storage Building
C-1 through C-19	Commercial Units

**EXHIBIT "F-1"**  
**ALLOCATION OF COMMERCIAL LIMITED COMMON EXPENSES**

Unit No.	Percentage Share
C-1	.0319148%
C-2	.0319148%
C-3	.0797872%
C-4	.0797872%
C-5	.0797872%
C-6	.0319148%
C-7	.0319148%
C-8	.0444444%
C-9	.0444444%
C-10	.0444444%
C-11	.0444444%
C-12	.0444444%
C-13	.0797872%
C-14	.0319148%
C-15	.1329787%
C-16	.0797872%
C-17	.0319148%
C-18	.0319148%
C-19	.0319148%

**EXHIBIT "F-2"**  
**ALLOCATION OF DRY SLIP LIMITED COMMON EXPENSES**

Unit No.	Percentage Share
S-1 through S-127 and N-1 through N-142	.0037174% per unit

**EXHIBIT "G"**

**DEVELOPER GUARANTEE FOR COMMERCIAL UNIT ASSESSMENTS**

<u>Unit</u>	<u>Assessment Amount Per Month *</u>
C-1	\$60.00
C-2	\$60.00
C-3	\$150.00
C-4	\$150.00
C-5	\$150.00
C-6	\$60.00
C-7	\$60.00
C-8	\$80.00
C-9	\$80.00
C-10	\$80.00
C-11	\$80.00
C-12	\$80.00
C-13	\$150.00
C-14	\$60.00
C-15	\$250.00
C-16	\$150.00
C-17	\$60.00
C-18	\$60.00
C-19	\$60.00

\* Includes General Common Expense and Commercial Limited Common Expense

## **RULES AND REGULATIONS**

**OF**

### **GULF HARBOR MARINA CONDOMINIUM ASSOCIATION, INC.**

**THE RULES AND REGULATIONS HEREINAFTER ENUMERATED AS TO THE CONDOMINIUM PROPERTY, THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS, THE CONDOMINIUM UNITS AND THE CONDOMINIUM IN GENERAL SHALL BE DEEMED IN EFFECT UNTIL AMENDED AS PROVIDED BY THE BY-LAWS OF THE ASSOCIATION AND SHALL APPLY TO AND BE BINDING UPON ALL UNIT OWNERS. THE UNIT OWNERS SHALL AT ALL TIMES OBEY SAID RULES AND REGULATIONS AND SHALL SEE THAT THEY ARE OBEYED BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE CONDOMINIUM ASSOCIATION AND OTHER UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION, THE BY-LAWS OF THE ASSOCIATION AND FLORIDA LAW. VIOLATIONS MAY BE REMEDIED BY THE CONDOMINIUM ASSOCIATION BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS ANY AND ALL COURT COSTS INCURRED BY IT, TOGETHER WITH REASONABLE ATTORNEYS' FEES, IN ADDITION TO ANY REMEDIES OR RIGHTS WHICH THE ASSOCIATION OR ANY UNIT OWNER MAY HAVE TO RECOVER DAMAGES, COSTS AND ATTORNEYS' FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF CONDOMINIUM AND ANY OF THE EXHIBITS THERETO. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT NEW RULES AND REGULATIONS OR AMEND OR REPEAL PREVIOUSLY ADOPTED RULES AND REGULATIONS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS SHALL BE REVOCABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT OR APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.**

## GENERAL RULES AND REGULATIONS

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No unit owner shall make any alteration or addition to the common elements or limited common elements, or to the exterior of his unit, or any structural modification to his unit, without the prior written consent of the Board.
2. USE OF DRY SLIP UNITS: The Dry Slip Units shall be used only for the storage of a Vessel(s) in seaworthy condition and under its own power. Use of a Dry Slip Unit by more than one Vessel shall not be permitted unless prior written approval is obtained from the Association. The Association reserves the right to deny approval for any reason in its sole and absolute discretion. No activities associated with drilling, mining, manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any Dry Slip Unit. This restriction shall not be construed to limit or prohibit rental of Dry Slip Units in accordance with the terms of this Declaration. Rentals are permitted without regard to whether rentals might otherwise constitute a commercial use or activity.
3. USE OF COMMERCIAL UNITS: The Commercial Units shall be used for any lawful commercial purpose, provided however, use of the commercial units shall not interfere with the use and enjoyment of the Dry Slip Units.
4. CONDOMINIUM EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES: No unit owner or member of his family or guest shall give orders or instructions to Condominium employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.
5. CHILDREN: Each unit owner shall be solely responsible for the actions and any damage caused by his children or children visiting him. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations.
6. CLEANING OF FISH: Fish or other marine life of any kind shall not be cleaned, prepared or processed in any manner upon any Vessel traversing or mooring within the Property, and may only be done in designated areas of the Condominium Property.
7. COMPLAINTS: All complaints of unit owners shall be made in writing and delivered to the person designated for such purpose by the Board or to a member of the Board.
8. CONDUCT: No person shall engage in loud and boisterous or other disorderly or unlawful conduct on any portion of the condominium property, including, without limitation, inside any units or in any common area.
9. DAMAGED COMMON OR LIMITED COMMON ELEMENTS: The cost of repairing damage to common elements, including but not limited to the condominium buildings, docks, forklift systems and landscaped areas, caused by a unit owner or his guests or invitees, shall be the sole responsibility of such unit owner.
10. INSURANCE RATES: No unit owner shall permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property.
11. NUISANCES: No unit owner shall make or permit any disturbing noises any place upon the

condominium property by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners.

12. PARKING: Designated parking areas appurtenant to the condominium property shall be used only by owners of Units in the condominium and their guests, invitees and lessees.
13. VESSEL REQUIREMENTS: All Vessels must: (i) be fully equipped and operable for operation on the sea in accordance with the standards imposed by the U.S. Coast Guard (except during a period of temporary repairs); and (ii) comply with all licensing and registration requirements.
14. NUMBER OF VESSELS. Only one (1) primary Vessel may be kept in each Dry Slip Unit. Tenders, dinghys or personal watercraft may be kept in a Dry Slip Unit upon prior written approval of the Association as set forth in Article XI of the Declaration.
15. PROTRUSIONS: No Vessel or any portion thereof or attachment thereto (e.g., bow platform, dinghy lift, or dive platform) shall protrude beyond the boundary of the Dry Slip Unit. The Board of Directors may grant a variance from this restriction as to a particular Vessel for good cause shown, taking into account, however, the clearance needed for the safe operation of the forklifts (particularly ingress and egress to and from other portions of the Property) and any criteria adopted by the M.A.B.
16. VESSEL STORAGE: The Association reserves the right to approve the size and weight of any boat which may be stored within the Condominium Property. No vessel may be stored whose maximum width is more than twelve (12) inches (six (6) inches on either side) less than the total clear width of the Unit in question. No vessel may be stored whose maximum height from keel to top most projection is more than the total clear height of the Dry Slip Unit in question less eighteen (18) inches. No vessel may be stored whose overall length, including any equipment thereto attached, from the foremost part to its rearmost part (length overall; "LOA") is greater than six (6) inches less than the length of the Dry Slip Unit in question. No Vessel may be stored that cannot be safely lifted by the forklifts owned by the Association in the sole discretion of the Association. All Vessels stored in Dry Slip Units shall be removed from the water and stored using a fork-lift system. Notwithstanding the above, if applicable, all mono-hulled Vessels shall be removed from the water and stored pursuant to any specifications set forth by the manufacturer. Catamaran Vessels shall only be removed from the water and stored through the use of a fork-lift system, if the use of a fork lift system is approved or specified by the manufacturer.
17. HURRICANE AND HIGH WIND THREAT: During hurricane and other high velocity wind threats, each Dry Slip Unit Owner shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Association or any other applicable agency. If a Dry Slip Unit Owner's Vessel sinks as a result of a storm, or for any other reason, the Dry Slip Unit Owner must remove the sunken Vessel from the Property immediately after the occurrence of such event and, if not so removed within twenty-four (24) hours after the sinking, the Association may (but shall not be obligated to) remove the sunken Vessel and impose a Special Assessment against the Dry Slip Unit Owner for the cost of such removal. Each Dry Slip Unit Owner agrees to indemnify, defend, hold harmless and save the Developer, the Association, their agents, employees and designees for and from any and all loss or damage incurred in connection with the hurricane or the exercise or non-exercise of the Developer's or Association's rights hereunder. The

Association shall not be liable to any Dry Slip Unit Owner or other person or entity for any damage to persons or property caused by a Dry Slip Unit Owner's failure to comply with such requirements. In the event any lawful authority orders the evacuation of persons from the immediate area each Vessel owner shall immediately leave the Condominium Property and cause his Vessel, stored in a Unit, at his instance, to be removed. Any damage caused to a Vessel wrongfully remaining or left at the Condominium shall be the sole responsibility of the Vessel owner. The Association will not assume any responsibility for damage resulting from acts of God such as high winds, tides, lightening, etc.

18. SIGNS: Except in connection with development, sales, leasing or resale of Dry Slip Units and Commercial Units by Developer, no signs, advertisements or notices of any kind, shall be displayed to the public view on any Commercial Unit, Dry Slip Unit, any Vessel or on the Property, without the prior written approval of the Board; provided that the Board shall approve signs offering Vessels for sale or for permitted charter or other permitted commercial uses if same do not exceed twenty-four inches (24") by thirty-six inches (36") in size. The foregoing shall not apply to Dry Slip Units (or Vessels stored in Dry Slip Units) owned by the Developer or used by a designee of Developer and shall not prohibit lettering, registration numbers, flags and other displays customarily found on recreational watercraft.
19. COMMERCIAL SIGNAGE: The Office Building and Dry Rack Storage Buildings have or will have upon them signage, which shall be reserved for use by the Commercial Unit Owners. The right to use such signage shall be determined by the Board of Directors in accordance with the size and use of each Commercial Unit, on a case by case basis. The Board of Directors may determine that said signage will be used by the Commercial Unit Owners on a temporary revolving basis. Aside from the signage already in place Commercial Unit Owners may not affix or attach additional signage to the exterior of their Unit or to any of the Common Elements or Limited Common Elements without the prior written consent of the board.
20. BOAT RENTALS: One or more of the Commercial Units may be used to operate a Boat Rental Facility, with the owner of said Unit storing the boats to be used in its rental operation within the Dry Rack Storage buildings. Guests, invitees or customers of any such Boat Rental Facility are prohibited from entering the Dry Rack Storage Buildings or Marina Basin to access the stored boats. Access to, and retrieval of the rented boats from the Dry Rack Storage Units will only be permitted by employees or agents of the Boat Rental Facility or Association. Operation of the rental boats by any guests, customers or invitees of the Boat Rental Facility must be done outside of the Marina Basin or Condominium Property.
21. BOAT SALES: One or more of the Commercial Units may be used to operate a Boat Dealership, engaged in the business of selling boats. The owner of said unit may store some of the boats being offered for sale within the Dry Rack Storage buildings. Guests, invitees or customers of any such Boat Dealership are prohibited from entering the Dry Rack Storage Buildings to access the stored boats, and are further prohibited from operating said boats within the Marina Basin. Access to, and retrieval of the boats from the Dry Rack Storage Units will only be permitted by employees or agents of the Boat Dealership or Association. Operation of said boats by anyone other than the owner of the Unit or its duly authorized employees or agents, must be done outside of the Marina Basin or Condominium Property.
22. SOLICITATIONS: 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.

23. TRASH AND GARBAGE: All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designated for such purpose. All requirements of Sarasota County or any other applicable government agency with regard to disposal of trash and garbage shall be complied with by all owners and occupants.
24. LAWS OF NAVIGATION: The rules of the road and the navigation laws of the United States shall apply to all vessels in the Marina and upon Condominium Property.
25. NEGLIGENCE AND NON-COMPLIANCE: Neither the Association nor any agent of Association shall be responsible for loss or damage to vessels in the Condominium, caused by the negligence or noncompliance of a Unit Owner, or its guests, tenants or invitees. Each owner of a Vessel shall be responsible for damage to other boats in the Condominium and for damage to any Common Elements or facilities (including, without limitation, docks, pilings, piers and bulkheads) of the Condominium as a result of any actions by his Vessel.
26. INSURANCE: All Vessels stored in the Condominium shall carry liability insurance against damage to persons or property with such limits as the Association may from time to time establish, and the owner thereof shall, upon request of Association, furnish appropriate evidence that such insurance is in full force and effect.
27. VESSEL APPEARANCE: All Vessels stored in the Condominium must be seaworthy, fully sound, in insurable condition, and in compliance with all local, state and federal safety regulations. It is the responsibility of the Vessel owner to keep his Vessel in such condition that it does not become unsightly or in the opinion of Association reflect unfavorably on the appearance of the Condominium. No laundering or drying of laundry is permitted on any deck or rigging of any vessel or on the Common Elements.
28. FUELING: Fueling of a vessel in any Dry Slip Unit or mooring area is STRICTLY PROHIBITED. All fueling at the Condominium must be done at a designated fuel area.
29. MAINTENANCE OF BOATS: Routine boat maintenance work within the Condominium shall be limited to that which is ordinarily required to keep a Vessel in good condition. No major reconstruction work that normally would be done in a boat repair facility or would tend to make a boat unseaworthy or unsightly shall be undertaken in the Condominium.
30. POLLUTANT SUBSTANCES: Oil, gas, spirits, paints, inflammables and other substances which are deemed pollutant substances under the provisions of any state or federal law may not be discharged into the Marina waters or on the docks or Common Elements. No discharge of sanitation effluent is permitted on the Marina or on any portion of the Condominium Property. Owners are responsible for all spills of any petroleum, other pollutant or other prohibited discharge.
31. BOAT COVERS: Boat covers must not have any rips or tears, must be snug and properly tied down, and kept in a neat and clean manner. Thin tarp material is not acceptable. Any covering not meeting the above criteria must be removed or replaced.
32. OPEN FIRES: Charcoal or any form of open fire anywhere within the Condominium is absolutely prohibited.

33. STORAGE UPON COMMON ELEMENTS: All Common Elements shall be kept clean at all times. Storage of loose gear on the Common Elements is not permitted. Hoses and electrical power lines shall not cross piers, docks or walkways.
34. SWIMMING: Swimming from Vessels, piers, docks or bulkhead or any other Condominium Property is prohibited.
35. LEASING: A Unit Owner is permitted to lease his or her Unit, provided however, that such Unit Owner provides the Association with notice of same, together with a copy of the lease between the Unit Owner and the tenant prior to the tenant's taking possession. Each lease shall be in writing and shall specifically provide (or if it does not shall automatically be deemed to provide) that a material condition of the lease shall be tenant's full compliance with the covenants, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after execution of the lease and or any modifications or extensions of same). A Unit may not be leased for a period of less than seven(7) months, or more than two(2) times per year.

### ENFORCEMENT

Every owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Board of Directors shall appoint a committee made up solely of Unit Owners, in accordance with Article XII of the Declaration, the sole purpose of which shall be to hear and to decide disputes between any Unit Owner and the Association or other Unit Owners regarding violations of these Rules and Regulations and any fines to be levied hereunder.

In addition to all other remedies, in accordance with Article XII of the Declaration, a fine or fines may be imposed upon an owner for failure of any owner, his/her family, guests, tenants, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, as amended from time to time, or Articles of Incorporation or By-Laws, provided the procedures set forth in Article XII of the Declaration are adhered to.

The Board of Directors shall be permitted (but not required) to grant relief to one or more unit owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

**THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.**

### **FREQUENTLY ASKED QUESTIONS AND ANSWERS**

Name of Condominium Association: GULF HARBOR MARINA, A CONDOMINIUM

As of: December 1, 2005

Q: What are my voting rights in the condominium association?

A: Pursuant to Article 2, Section 2.7(f) of the Declaration of Condominium for Gulf Harbor Marina, A Condominium, record owners of all units in the Condominium shall be members of the Association. On all matters in which member's are entitled to vote there shall be one vote per unit.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: The right to use your condominium is restricted by the rules, regulations, conditions and restrictions contained in the Declaration of Condominium for Gulf Harbor Marina. Specifically, Article XI, Use restrictions, § 11.1-11.29, provide that Dry Slip Units may only be used for the storage of Vessels of a size and width approved by the Association. A unit owner must verify whether a Vessel can be stored in a particular Unit prior to taking title to the unit. Also, commercial activities aside from leasing where approved may not be conducted within a Dry Slip Unit.

Q: What restrictions exist in the condominium document on the leasing or sale of my unit?

A: As set forth in Article XI, no unit may be leased for a term of less than seven (7) months. A Unit Owner must provide the Association with a copy of the lease with its tenant prior to the tenant taking possession. The lease shall provide that the tenant has received a copy of the Declaration of Condominium for Gulf Harbor Marina and agrees to comply with same. A Unit Owner shall remain jointly and severally liable with the tenant for any damage to person or property caused by the acts or omissions of its tenant.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: Assessments on all units within the Condominium are due on a monthly basis. The monthly assessment for each unit is comprised of the general common expense assessment and the Dry Slip or Commercial limited common expense assessment. The total assessments (including general and dry slip limited common expenses) for Dry Slip Units are \$85.00, per unit per month, or \$1,020.00 annually. The total assessment for Commercial Units (including general and commercial limited common expenses) varies by Unit number based upon the size of the Unit and range between \$60.00 and \$250.00 per month.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association?

A: No.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: The monthly assessments charged against each unit will be used to maintain the common elements and limited common elements of the Condominium. At this time, the developer does not plan on constructing additional recreational facilities for the condominium, thus no additional annual assessments are contemplated.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No.

GULF HARBOR MARINA  
2006 Operating Budget

	<u>Total</u>		<u>units</u>	<u>Per Unit</u>		<u>%</u>	<u>%/Unit</u>
	<u>Per Month</u>	<u>Annual</u>		<u>Per Month</u>	<u>Annual</u>		
<b>Revenue</b>							
<b><u>Common Elements Income</u></b>							
Service	-	-	-	-	-	-	-
Boat Sales	-	-	-	-	-	-	-
Retail Sales	-	-	-	-	-	-	-
Fuel Sales	7,333.33	88,000.00		0.93	11.15		
Rental Commissions	250.00	3,000.00		0.37	4.46		
Transfer fees	100.00	1,200.00					
<b>Total Common Area Income</b>	<b>7,683.33</b>	<b>92,200.00</b>		<b>28.56</b>	<b>342.75</b>		
<b><u>Dry Slip Ltd Common Elements Income</u></b>							
Maintenance Fees	22,865.00	274,380.00	269	85.00	1,020.00	93.40%	0.3472%
<b>Total DSLCE Income</b>	<b>22,865.00</b>	<b>274,380.00</b>	<b>269</b>	<b>85.00</b>	<b>1,020.00</b>	<b>93.40%</b>	<b>0.3472%</b>
<b><u>Commercial Ltd Common Elements Income</u></b>							
Maintenance Fees	1,880.00	22,560.00	19	98.95	1,187.37	6.60%	0.3472%
<b>Total CLCE Income</b>	<b>1,880.00</b>	<b>22,560.00</b>	<b>19</b>	<b>98.95</b>	<b>1,187.37</b>	<b>6.60%</b>	<b>0.3472%</b>
<b>Total Income</b>	<b>32,428.33</b>	<b>389,140.00</b>	<b>288</b>	<b>212.51</b>	<b>2,550.12</b>		
<b>Expenses</b>							
<b><u>Common Element Expenses</u></b>							
Audit Expense	100.00	1,200.00		0.35	4.17		
Legal Expense	100.00	1,200.00		0.35	4.17		
Telephone	100.00	1,200.00		0.35	4.17		
Management fee	-	-		-	-		
Staff Payroll	2,750.00	33,000.00		9.55	114.58		
Electricity	-	-		-	-		
Water	100.00	1,200.00		0.35	4.17		
Trash	100.00	1,200.00		0.35	4.17		
Misc. Board Expense	100.00	1,200.00		0.35	4.17		
P&C Insurance	4,650.00	55,800.00		16.15	193.75		
Sales Tax	-	-		-	-		
Regulatory and compliance	350.00	4,200.00		1.22	14.58		
Storage Building Maintenance	300.00	3,600.00		1.04	12.50		
Commercial Building Maintenance	200.00	2,400.00		0.69	8.33		
Miscellaneous	83.33	1,000.00		0.29	3.47		
<b>Comm. Element Reserves</b>	<b>1,458.33</b>	<b>17,500.00</b>		<b>5.06</b>	<b>60.76</b>		
<b>Total Common Element Expenses</b>	<b>10,391.67</b>	<b>124,700.00</b>		<b>36.08</b>	<b>432.99</b>		
<b><u>Dry Slip Ltd Common Elements Expenses</u></b>							
Electricity	200.00	2,400.00		0.74	8.92		
Water	100.00	1,200.00		0.37	4.46		
Trash	100.00	1,200.00		0.37	4.46		
Lift Operations	12,916.67	155,000.00		48.02	576.21		
Lift Maintenance	500.00	6,000.00		1.86	22.30		
Miscellaneous	518.68	6,224.10		1.93	23.14		
<b>Dry Slip Ltd Common Element Reserves</b>	<b>6,000.00</b>	<b>72,000.00</b>		<b>22.30</b>	<b>267.66</b>		
<b>Total DSLCE Expenses</b>	<b>20,335.34</b>	<b>244,024.10</b>		<b>75.60</b>	<b>907.15</b>		
<b><u>Commercial Ltd Common Elements Expenses</u></b>							
Electricity	-	-		-	-		
Water	100.00	1,200.00		5.26	63.16		
Trash	100.00	1,200.00		5.26	63.16		
Lift Operations	912.33	10,947.96		48.02	576.21		
Lift Maintenance	35.32	423.79		1.86	22.30		
Service Operations	-	-		-	-		
Boat Sales Operations	-	-		-	-		
Retail Sales	-	-		-	-		
Miscellaneous	46.55	558.65		2.45	29.40		
<b>Commercial Ltd Common Element Reserves</b>	<b>507.13</b>	<b>6,085.50</b>		<b>26.69</b>	<b>320.29</b>		
<b>Total CLCE Expenses</b>	<b>1,701.33</b>	<b>20,415.90</b>		<b>89.54</b>	<b>1,074.52</b>		
<b>Total</b>	<b>32,428.33</b>	<b>389,140.00</b>		<b>112.60</b>	<b>1,351.18</b>		
<b>Shortage</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>		

**Class II Income**

Unit	C-1	720.00	60.00
	C-2	720.00	60.00
	C-3	1,800.00	150.00
	C-4	1,800.00	150.00
	C-5	1,800.00	150.00
	C-6	720.00	60.00
	C-7	720.00	60.00
	C-8	960.00	80.00
	C-9	960.00	80.00
	C-10	960.00	80.00
	C-11	960.00	80.00
	C-12	960.00	80.00
	C-13	1,800.00	150.00
	C-14	720.00	60.00
	C-15	3,000.00	250.00
	C-16	1,800.00	150.00
	C-17	720.00	60.00
	C-18	720.00	60.00
	C-19	720.00	60.00
	<b><u>Total Class II Income</u></b>	<b>22,560.00</b>	<b>1,187.37</b>

<u>Comm. Element Reserve Schedule</u>	<u>Total Useful Life</u>	<u>Remaining Useful Life</u>	<u>Replacement Cost</u>	<u>Reserve/Year</u>
Roof (Dry Slip buildings)	60	10	50,000	5,000.00
Roof (Commercial Unit buildings)	60	10	15,000	1,500.00
Painting/Siding	15	10	105,000	10,500.00
Repaving Driveway	10	10	5,000	500.00
<b>Total Common Element Reserve</b>			<b>175,000</b>	<b>17,500.00</b>

<u>DSLCE Reserve Schedule</u>	<u>Total Useful Life</u>	<u>Remaining Useful Life</u>	<u>Replacement Cost</u>
Forklift System	15	10	720,000
			72,000.00

<u>CLCE Reserve Schedule</u>	<u>Total useful Life</u>	<u>Remaining Useful Life</u>	<u>Replacement Cost</u>
A/C Mechanical	10	7	7,000
Forklift System	15	10	50,855
<b>Total CLCE Reserves</b>			<b>6,085.50</b>
			1,000.00
			5,085.50
			6,085.50