

Record and Return to:
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=====THIS SPACE FOR RECORDER'S USE=====

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
OUTRIGGER HARBOUR YACHT CLUB**

The Declaration of Covenants and Restrictions for Outrigger Harbour Yacht Club was recorded in the Public Records of Martin County, Florida, at Official Records Book 2357, Page 2482 et.seq., and amended at Official Records Book 2369, Page 2152 et.seq., and at Official Records Book 2482, Page 976 et.seq. The same Declaration of Covenants and Restrictions are hereby Amended and Restated as approved by the members at the reconvened annual meeting held on April 22, 2014.

THIS AMENDED AND RESTATED DECLARATION is made this 34 day of June, 2014, by the Outrigger Harbour Yacht Club, Inc., a Florida corporation not for profit, hereinafter referred to as the "Association."

WITNESSETH:

The Association is the owner of the property described in **Exhibit "A,"** attached hereto and made a part of this Amended and Restated Declaration, said property hereinafter known as the Marina Property (as defined below). The Association is organized, pursuant to Florida Statutes §617 and §719, to hold, maintain, preserve and manage the Marina Property for the benefit of those members who have rights to the Dock Slips and the Commercial Unit within the Marina Property.

1. DEFINITIONS:

- 1.1 "Articles" shall mean the Articles of Incorporation of the Outrigger Harbour Yacht Club, Inc., a Florida not-for-profit corporation, a copy of which is attached hereto as **Exhibit "B"** and made a part hereof.
- 1.2 "Association" shall mean and refer to the Outrigger Harbour Yacht Club, Inc., a Florida not-for-profit corporation, its successors and assigns, established to promote the health, safety and social welfare of the Members.
- 1.3 "Benefitted Slip" shall have the meaning set forth in Section 3.4.8 hereof.
- 1.4 "Board" shall mean the Board of Directors of the Association.
- 1.5 "Burdened Slip" shall have the meaning set forth in Section 3.4.8 hereof.

1.7 "By-Laws" shall mean the By-Laws of Outrigger Harbour Yacht Club, Inc., a Florida not-for-profit corporation, a copy of which is attached hereto as **Exhibit "C"** and made a part hereof.

1.8 "Commercial Unit" shall mean and refer to Unit 27 as described in **Exhibit "D"** attached hereto and made a part hereof, which is intended to be used as a commercial use property by the Commercial Unit Owner (defined below).

1.9 "Commercial Unit Owner" shall mean and refer to the owner of the Commercial Unit. Note: Unless the term "Commercial Unit Owner" is expressly used herein, the term "Member" (as defined below) shall include the Commercial Unit Owner.

1.10 "County" shall mean and refer to Martin County, Florida, a political subdivision of the State of Florida.

1.11 "Declaration" shall mean these amended and restated covenants, conditions, restrictions, easements and all other terms set forth in this document; together with any amendments or modifications made from time to time.

1.12 "Dock Master" shall mean and refer to an individual who is anticipated, but not guaranteed, to be on site at the Marina for a minimum number of days and a minimum number of hours per week to manage the operations of the Marina and the Marina Property.

1.13 "Dock Master Office" shall mean and refer to that building found on Marina Property and marked on **Exhibit "D"** which is intended to be used as an office for the Dock Master.

1.14 "Individual Marina Assessments" shall have the meaning set forth in Section 3.8.1.5 hereof.

1.15 "Liveaboard" shall mean and refer to a Vessel (defined below) docked at the Marina Property and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period.

1.16 "Marina" shall mean all of the property described on "**Exhibit A,**" attached hereto and made a part hereof, and primarily consisting of upland and submerged land, and further divided as units numbered 1 through 27, inclusive, Unit 27 being the Commercial Unit as defined herein.

1.17 "Marina Assessments" shall have the meaning set forth in Section 3.8.1 hereof.

1.18 "Marina Benefitted Member" shall have the meaning set forth in Section 3.4.8 hereof.

1.19 "Marina Burdened Member" shall have the meaning set forth in Section 3.4.8 hereof.

1.20 "Marina Member" shall mean the holder of a Marina Share Certificate (defined below) with respect to a specific Marina Slip (also defined below) or the Commercial Unit as defined herein.

1.21 "Marina Monthly Assessment" shall have the meaning set forth in Section 3.8.1.1 hereof.

1.22 "Marina Operating Costs" shall mean all costs and expenses associated with the Marina Property (defined below). Marina operating Costs may include, without limitation, all costs of ownership, operation, management, maintenance and insurance, all costs and expenses associated with the Dock Master (if any), all amounts payable by the Association relating to the Marina; all amounts payable in connection with the Marina utilities, taxes (not taxed directly to a Member), insurance, bonds, salaries, management fees, professional fees, service costs, supplies, maintenance, repairs, replacements, refurbishments, and any and all costs relating to the discharge of the obligations hereunder relating to the Marina, or as determined to be part of the Marina Operating Costs by the Association. By way of example, and not of limitation, Marina Operating Costs shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of the provisions of this Amended and Restated Declaration.

1.23 "Marina Property" shall mean and refer to the Marina and all improvements to the Marina (including Marina Slips and the Commercial Unit as defined herein), and all easements and rights appurtenant thereto intended for use in connection with the Marina.

1.24 "Marina Reserves" shall have the meaning set forth in Section 3.8.1.4 hereof.

1.25 "Marina Rules and Regulations" shall mean those rules and regulations attached hereto as **Exhibit "E"** and made a part hereof; provided, however, that said Marina Rules and Regulations may be amended from time to time and, as amended, the amendment shall be deemed to be effective once mailed to all Members with a copy of the amendment being on file with the Association.

1.26 "Marina Site Plan" shall mean the depiction of the Marina, the Marina Slips and the Commercial Unit (defined herein), attached hereto as **Exhibit "D"** and made a part hereof.

1.27 "Marina Slip" shall mean those Units (as defined herein) numbered 1 through 26, inclusive, as described in **Exhibit "D,"** attached hereto and made a part hereof, and as further described in Section 3 hereof.

1.28 "Marina Share Certificate" shall mean a certificate substantially in the form as set forth in the corporate book for Outrigger Harbour Yacht Club, Inc., which Marina Share Certificate shall be issued to each Member and shall have as an appurtenance thereto an ownership interest in Outrigger Harbour Yacht Club, Inc.

1.29 "Marina Special Assessment" shall have the meaning set forth in Section 3.8.1.2 hereof.

1.30 "Marina Use Fees" shall have the meaning set forth in Section 3.8.1.3 hereof.

1.31 "Marina Utilities" shall include, by way of example and not by limitation, all gas, electricity, water, sewage, garbage removal and trash disposal. The inclusion of the foregoing in the description of Marina Utilities is for illustration purposes only, and not a warranty or guaranty that any such services will be available to the Marina.

1.32 "Member" shall mean and refer collectively to both a Marina Member and the Commercial Unit Owner unless such terms are used expressly. If used expressly, then the terms Marina Member and Commercial Unit Owner shall have the definitions set forth above.

1.33 "Proprietary Lease" shall mean a lease agreement substantially in the form attached hereto as **Exhibit "F"** relating to the occupancy and use of the Units defined herein.

1.34 "Unit" shall mean each numbered Marina Slip shown on the Marina Slip Plan and collectively numbered 1 through 27, inclusive, with 27 being deemed the Commercial Unit previously defined.

1.35 "Vessel" shall mean any Marina Member's leisure or recreational motorboat, sailboat or watercraft which is self-propelled and in a seaworthy condition, together with any dinghy or other boat kept on or attached thereto; provided, however, that such term shall exclude any houseboat, floating home, house-like barge, seaplane, non-displacement (i.e., air-cushion) or commercial vessels. In the event of any dispute as to whether a particular vessel or boat is permitted to be kept in a Marina Slip, the determination of the Association, in its sole discretion, shall be final.

2. PROPERTY SUBJECT TO THIS DECLARATION:

2.1 Existing Property. The real property owned in fee shall be subject to this Amended and Restated Declaration and which is more particularly described in **Exhibit "A,"** attached hereto and made a part hereof.

2.2 Submerged Land Lease. As reflected on **Exhibit "D,"** attached hereto and made a part hereof, the mouth of the Marina Property is an area under lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, said lease being No. 430008326, and recorded in Official Records Book 1967, page 665, Martin County, Florida, public records ("**Submerged Land Lease**"). The Submerged Land Lease is expressly included under the terms of this Amended and Restated Declaration.

3. THE OUTRIGGER HARBOUR YACHT CLUB PLAN:

3.1 Generally. The Marina is comprised of fee simple and leasehold interests owned by the Association. As Units are transferred to Members, as evidenced by a Marina Share Certificate, such transfer shall carry with it as an appurtenance an ownership interest in the Association. The ownership interest so conveyed shall be a fraction, the numerator of which shall be one (1) and the denominator of which shall be 27. Once transferred, the resulting Member shall have the right to further transfer its Marina Share Certificate, together with its interest to the corresponding Unit, subject to the terms of this Amended and Restated Declaration. An

assignment and transfer shall take place upon notice to the Association and the payment of all applicable Marina Assessments.

3.2 Marina Slip Use.

3.2.1 Generally. Each Member is entitled to the exclusive use of the Unit designated for such Member subject to the provisions of this Amended and Restated Declaration and the Proprietary Lease Agreement. No such use shall hinder or encroach upon the lawful rights of other Members or the Association. The Member's use of the Marina shall be non-exclusive, and a mutual easement for that purpose is hereby created.

3.2.2 Lease of a Condo. When a Marina Member is also the owner of a condominium unit in Outrigger Harbour Condominium and the Marina Member's unit is leased, the Marina Member may grant, pursuant to an express provision in the Marina Member's lease with tenant, the right to use the Marina Member's Marina Slip. If Marina Member provides its tenant with such right and delivers a copy of the lease to the Association, the tenant shall have the same usage rights as Marina Member; provided, however, that notice of such grant shall serve to suspend the Marina Member's usage rights except as a guest. The foregoing shall not interfere with the Marina Member's rights of access as a landlord under the laws of Florida. If no such usage right is granted in the lease between Marina Member and its tenant, or if the lease providing such right has not been delivered to the Association, then the Marina Member's usage rights shall not be affected. Any tenant shall have the easement rights enjoyed by the Marina Member, yet said tenant shall also be subject to the usage terms, conditions and restrictions, including without limitation the Marina Rules and Regulations of this Amended and Restated Declaration.

3.2.3 Leasing. Any Member may freely transfer, sell, assign, lease or convey its interest in the Unit or Association subject to the terms and provisions of these restrictive covenants, the rules and regulations of the Marina, and the Proprietary Lease Agreement.

3.2.4 Dockage. All Marina Slips shall be used exclusively for the mooring of Vessels only, and no Liveboards shall be permitted.

3.2.5 Use By Entities. Whenever any Marina Slip, or the Commercial Unit as the case may be, is owned by an entity such as a corporation or limited liability company, which term shall include trusts, such entity shall permit the use thereof only by the entity's principal officers, directors, members, trustees, beneficiaries or other guests; provided, however, that such entity member shall deliver to the Association, from time to time, a written statement designating the name of the person(s) entitled to use the Marina Slip, or the Commercial Unit as the case may be, together with a written covenant by such person(s) to the Association, agreeing to comply with the provisions of this Amended and Restated Declaration, the Bylaws and the Marina Rules and Regulations, and acknowledging that the right of such person(s) to use such Marina Slip, or the Commercial Unit as the case may be, shall exist only so long as the entity shall continue to be a Member. Upon demand by the Association to any entity member to remove any person(s) using such entity member's Marina Slip, or the Commercial Unit as the case may be, for failure of such user to comply with the provisions of this Declaration, the Bylaws and/or the Marina Rules

and Regulations or for any other reason, the corporate member shall cause such user to be removed. If the entity member fails to have such user removed, the Association, as agent of the Member, may take such action as it may deem appropriate to accomplish such removal. All such action by the Association shall be at the cost and expense of the Member who shall reimburse the Association therefore upon demand, together with any attorneys' fees the Association may have incurred for such removal. In order to ensure enforcement of the terms and provisions of this Amended and Restated Declaration, upon receiving a Marina Slip Share Certificate or acquiring the rights thereunder, the entity shall designate, in writing, the names of the beneficial owners of the entity and shall, upon demand of the Association, confirm that there has been no change in such ownership.

3.3 Use of Marina. Use of the Marina by Members and other authorized parties shall be subject to the Marina Rules and Regulations, all laws, zoning ordinances and regulations of governmental authorities having jurisdiction over the Marina Property.

3.3.1 Boat Lifts. All boat lifts shall comply with the Marina Rules and Regulations. Marina Members, at their sole cost, shall be responsible for installing, maintaining, repairing, and replacing any boat lift located on or about a Marina Member's Marina Slip. No boat lift shall be installed without the prior written approval of the Board. Marina Member shall be liable, at their sole cost, for damage caused to the Marina Property or any part thereof caused by the installation, maintenance, operation, use, or existence of any boat lift attached, affixed, connected, placed, or otherwise installed on the Marina Property. Each Marina Member agrees to reimburse the Association or, as applicable, for any expense incurred in repairing any damage to the Marina Property, together with interest at the highest rate allowed by law.

3.3.2 Fueling. Fueling of Vessels within the Marina shall be permitted only along the southernmost boundary of the Marina.

3.3.3 Fueling Facilities. Fueling facilities within the Marina shall be prohibited.

3.3.4 Gambling. Gambling ships, or vessels, including such ships or vessels engaged in "cruises to nowhere," that are used principally for the purpose of gambling and any watercraft used to carry passengers to and from such gambling ships or vessels are prohibited from operating in or entering the Marina.

3.3.5 Sewage Pump-Out Facility. The Marina may contain a sewage pump out facility if it meets the regulatory requirements of the Department of Environmental Protection or local authority, whichever entity applies the more stringent criteria.

3.3.6 Temporary Removal. The Association may require a Marina Member to temporarily use a different, yet substantially comparable Marina Slip, or may require, in its sole discretion, a Marina Member to remove such Marina Member's Vessel from the Marina Property to permit the repair, redesign, modification and/or improvement of the Marina Property or any portion thereof.

3.4 Easements. The following easements are hereby created:

3.4.1 Support. Each Marina Slip, as well as the Commercial Unit as the case may be, shall have an easement of support and of necessity in favor of all other Marina Slips, the Commercial Unit and the Marina Property.

3.4.2 Utility and Other Services. Easements are reserved under, through and over the Marina Property, as may be required from time to time, for Marina Utilities and other services in order to serve the Marina and/or Members. A Member shall do nothing that interferes with or impairs, or may interfere with or impair, the provision of such utilities or other services or the use of these easements.

3.4.3 Maintenance. The Association, or its designee, shall have the right to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utilities serving the Marina Property. The Association has the irrevocable right of access to the Marina Property and to each Marina Slip, as well as the Commercial Unit, as the case may be, during reasonable hours, when necessary for maintenance, repair or replacement of any portion of the Marina Property or as necessary to prevent damage to the Marina Property or any portion thereof.

3.4.4 Encroachments. An easement for the unintentional and non-negligent encroachment by any Marina Slip upon any other Marina Slip or Marina Property, or vice versa, for any reason not caused by or resulting from the willful or negligent act of any Marina Member, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Marina Slip or other improvement, to the extent of such encroachment. Encroachments may result from: (i) construction of the Marina Property; (ii) settling or shifting of the Marina Property; (iii) any alteration or repair to the Marina Property made by or with the consent of the Association, and/or (iv) any repair or restoration of the Marina Property (or any portion thereof) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of the Marina Property.

3.4.5 Ingress and Egress. Non-exclusive easements in favor of each Member, their guests and invitees, shall exist for pedestrian traffic over, through and across portions of the Marina Property as from time to time may be intended and designated for such purposes and use. Such easements shall survive any termination of this Amended and Restated Declaration.

3.4.6 Additional Easements. The Association, on its behalf and on behalf of all Members (each of whom hereby appoints the Association as their attorney-in-fact for this purpose), shall have the right to grant such additional electric, gas, other utility or service easements, or relocate any existing easements or facilities in any portion of the Marina, and to grant access easements or relocate any existing access easements in any position of the Marina Property, as the Association shall deem necessary or desirable for the proper operations and maintenance of the Marina, or any portion thereof, or for the general health or welfare of the Members, or for the ongoing development of the Marina Property, or for the purpose of carrying out any provisions of this Amended and Restated Declaration or otherwise, provided that such

easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Marina Slips for its intended purposes. The Association have the authority, without the joinder of any Member, to grant, modify or move any easement in and about the Marina Property.

3.4.7 Blanket Easement in Favor of Association. The Association is hereby granted an easement over the entire Marina Property for the purposes of: (a) constructing, maintaining, replacing and operating all Marina Property; and (b) performing any obligation of a Member for which the Association intends to impose a Marina Assessment.

3.4.8 Adjacent and Contiguous Marina Slips. Each Marina Member ("Marina Benefited Member") of a Marina Slip ("Benefited Slips"), which is immediately adjacent and contiguous to another Marina Slip ("Burdened Slip") (and not separated from the adjacent Marina Slip by Marina Property reserved and intended for nonpassive uses, such as docks and walkways) shall have a non-exclusive easement appurtenant to the Benefited Slip, for reasonable use of dolphins and pilings, if any, on or immediately proximate to the common boundary between such Marina Slips for the purpose of attaching a mooring line(s) in connection with mooring a Vessel within the Benefited Slip. The Marina Benefited Member will use reasonable care and good seamanship in connection with use and enjoyment of the easement, and will exercise his rights hereunder in a reasonable manner to minimize interference with or inconvenience to the Marina Member of the Burdened Slip ("Marina Burdened Member"). The Marina Benefited Member will not be responsible for ordinary wear and tear to dolphins or pilings as to which the Marina Benefited Member exercises its rights hereunder, but shall reimburse the Marina Member of the Burdened Slip for any damage or destruction caused by the gross negligence or willful and wanton misconduct of the Marina Benefited Member in connection with use of the easement granted herein.

3.4.9 Encroachment Caused by Water Movement. If (a) any portion of the Marina Property encroaches upon any Marina Slip; (b) a Marina Slip encroaches upon any portion of the Marina Property; or (c) the Vessel of any Marina Member encroaches upon an adjoining Marina Slip or Marina Property as the result of, but only as the results of: (i) a wake caused by the movement of other Vessels through the waterway, (ii) tidal movement, (iii) storms or other acts of God, (iv) the bottom of a Vessel extending downward below the bottom of its Marina Slip; or (v) as permitted by duly adopted rules of the Association, then, in any event, a valid easement shall exist for such encroachment. Notwithstanding any of the foregoing, however, a Marina Member shall be liable for all damage to the Marina Slip or Vessel of another owner or to the Marina Property, or both as the case may be where the proximate cause of such damage is the failure of such Marina Member to properly secure (or, if required, remove) his/her Vessel to (or flora) its mooring piles.

3.4.10 Duration. The easements in favor of Members provided in this Section shall be appurtenant to and shall pass with the interest to each Marina Slip, as well as the Commercial Unit as the case may be. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

3.5 Members.

3.5.1 Qualifications. Members do not have to be owners of a condominium unit in Outrigger Harbor Condominium, a Member must obtain a Marina Slip Share Certificate for a specific Marina Slip, or the Commercial Unit as the case may be, in order to establish membership.

3.5.2 Association Slips. The Association may hold an interest in one or more Marina Slips and/or the Commercial Unit from time to time.

3.6 Marina Share Certificates. A Marina Share Certificate is an ownership interest in the Association, as well as a license to use the relevant Unit pursuant to the Proprietary Lease Agreement, yet it creates no fee interest in the Marina Property or any part thereof, nor lien or lien right or trust or other fiduciary relationship. Marina Share Certificates shall be effective once recorded in the Public Records of the County with a copy being delivered to the Association.

3.7 Dock Master. It is anticipated, but not guaranteed, that the Marina shall have a Dock Master. The costs and expenses relating to the Dock Master shall be part of Marina Operating Costs.

3.8 Marina Assessments, Utilities and Other Charges.

3.8.1 Marina Assessments. Each Marina Member, by acceptance of a Marina Share Certificate, shall hereafter be deemed to have covenanted and agreed to pay to the Association, at the time and in the manner required by the Board, assessments or, charges and any special assessments as are fixed, established and collected from time to time by the Association (collectively, the “**Marina Assessments**”). All Marina Members shall pay Marina Assessments. The Marina Assessments, levied by Association, shall be used for, among other things, the purpose of promoting the recreation, health and welfare of the residents of Marina Members, and in particular for the improvement and maintenance of the Marina Property and any easement in favor of the Association, including but not limited to the following categories of Marina Assessments as and when levied and deemed payable by the Board:

3.8.1.1 Any monthly assessment or charge for the purpose of operating the Marina Property and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Marina Operating Costs, Marina Utilities and collection of amounts necessary to pay any deficits from prior years’ operation (hereinafter “**Marina Monthly Assessments**”);

3.8.1.2 Any special assessments for capital improvements, major repairs, emergencies, reconstruction or nonrecurring expenses relating to the Marina Property (hereinafter “**Marina Special Assessments**”);

3.8.1.3 Any specific fees, dues or charges to be paid by Marina Members for any special services provided to or for the benefit of a Marina Member or Marina Slip, for any

special or personal use of the Marina Property, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "**Marina Use Fees**"); and

3.8.1.4 Marina Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in the Marina for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Marina Monthly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements comprising a portion of the Marina Property (hereinafter "**Marina Reserves**"). Marina Assessments, pursuant to this Section, shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Marina Reserves are approved.

3.8.1.5 Marina Assessments for which one or more Marina Members (but less than all Marina Members) is subject ("**Individual Marina Assessments**"), such as costs of special services provided to a Unit or Marina Member or cost relating to enforcement of the provisions of this Amended and Restated Declaration as it relates to a particular Marina Member or Unit. By way of example, and not of limitation, Marina Members may be subject to Individual Marina Assessments for maintenance, repair and/or replacement of facilities serving a given Marina Member's Unit. Further, in the event a Marina member fails to maintain his Unit in a manner satisfactory to the Association, the Association shall have the right, through its agents and employees, to enter upon the Unit and to repair, restore, and maintain the Unit as required by this Amended and Restated Declaration. The cost thereof, plus the reasonable administrative expenses of the Association, shall be an Individual Marina Assessment. Further, in the event that Association decides it is in the best interest of Marina that the Association performs any other obligation of a Marina Member under this Amended and Restated Declaration, the cost of performing such obligation shall be an Individual Marina Assessment.

3.8.2 Designation. The designation of Marina Assessments shall be made by the Association. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Marina Members.

3.8.3 Allocation of Marina Operating Costs.

3.8.3.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Marina Monthly Assessments shall be allocated so that each Marina Member shall pay his pro rata portion of Marina Monthly Assessments, Marina Special Assessments and Marina Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Marina Slip Share Certificates outstanding. Outstanding Marina Slip Share Certificates are those certificates assigned to either the Association or a Marina Member.

3.8.3.2 In the event the Marina Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Marina Operating Costs for that period is known, less than the actual costs, then the difference shall be a Marina Special Assessment. The Association shall have the unequivocal right to specially assess Marina Members retroactively on January 1st

of any year for any shortfall in the Marina, and at the election of the Association: (i) be added to the calculation of Marina Monthly Assessments, as applicable, for the next ensuing fiscal year; or (b) be immediately collected from the Marina Members as Marina Special Assessments, which Marina Special Assessments shall relate back to the date that the Marina Monthly Assessments could have been made. No vote of the Marina Members shall be required for such Marina Special Assessment (or for any other Assessment) except to the extent specifically provided herein.

3.8.3.3 Each Marina Member agrees that, so long as it does not pay more than the required amount, it shall have no grounds upon which to object to either the method of payment or non-payment by other Marina Members of any sums due.

3.8.4 General Marina Assessments Allocation. Except as hereinafter specified to the contrary, Marina Monthly Assessments, Marina Special Assessments and Marina Reserves shall be allocated equally to each Marina Member.

3.8.5 Use Fees and Individual Marina Assessments. Except as hereinafter specified to the contrary, Marina Use Fees and Individual Marina Assessments shall be made against the Marina Members benefitting from same, or subject to the special service or cost as specified by Association.

3.8.6 Surpluses. Any surplus Marina Assessments collected by Association may be: (i) allocated towards the next year's Marina Operating Costs, (ii) used to fund Marina Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in the Association's sole and absolute discretion including, without limitation, the creation of Marina Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Marina Assessments to Marina Members.

3.8.7 Budgets. Annual budgets for operating the Marina Property shall be prepared.

3.8.8 Establishment of Marina Assessments. Marina Assessments shall be established in accordance with the following procedures:

3.8.8.1 Marina Monthly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by law, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Marina Member not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association.

3.8.8.2 Marina Special Assessments and Individual Marina Assessments against the Marina Members may be established by Association, from time to time, and shall be payable at such time or time(s) as determined.

3.8.8.3 The Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including a professional management company, Marina Use Fees. The sums established shall be payable by the Marina Member utilizing the service or facility as determined by Association.

3.8.9 Non-Payment of Marina Assessments. If any Marina Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the Marina Member personally obligated to pay the same, and/or foreclose the lien against the Marina Slip, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Marina Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collection and bankruptcy. No Marina Member may waive or otherwise escape liability for Marina Assessments provided for herein by non-use of, or the waiver of the right to use the Marina or by abandonment of a Marina Slip.

3.8.10 Rights to Marina Assessments and Receive Reimbursement. The Association shall have the right, but not the obligation, jointly and severally, and at its sole option, to pay any Marina Assessments or other charges which are in default.

3.9 Operation of Marina. The Association shall be responsible for the operation of the Marina.

3.10 Marina Rules and Regulations. The Association shall have the right to adopt Marina Rules and Regulations concerning the use of the Marina. The Marina shall be used in accordance with the Amended and Restated Declaration and the Marina Rules and Regulations, attached hereto as **Exhibit "E"** and made a part hereof, as amended from time to time.

3.11 Insurance.

3.11.1 Coverage. The Association shall maintain insurance covering the Marina Property (except the Commercial Unit and the Marina Slips), all Association installed fixtures, installations, additions and improvements constructed thereon, but excluding the Commercial Unit, Marina Slips and all Vessels, furnishings or other personal property owned, supplied or installed by Marina Members, together with all service equipment and machinery contained therein (collectively, the "**Insured Marina Property**") in an amount not less than 100% of the full insurable replacement value thereof, excluding foundations, pilings, dredging and excavation costs. Such policies may contain reasonable deductible provisions as agreed to by the Board. Subject to the provisions of this Section, insurance coverage shall include fire and hazard insurance, comprehensive general public liability insurance, watercraft casualty and liability insurance (if the Association owns a Vessel or boat), workmen's compensation insurance, flood

insurance, fidelity insurance and such other insurance as the Board shall determine from time to time to be desirable. All insurance policies obtained by the Association shall be for the benefit of the Association and the Marina Members, as appropriate, as their respective interests may appear.

3.11.2 Premiums. Premiums upon insurable policies purchased by the Association and charges and costs for uninsured damages shall be paid by the Association as a Marina Operating Cost, except that the amount of increase in the premium occasioned by abandonment of any one or more Marina Slips or their appurtenances or any other action or omission of, a particular Marina Member(s) shall be assessed against and paid by such Marina Member(s) as an Individual Marina Assessment. Premiums may be financed in such manner as the Board deems appropriate.

3.11.3 Reconstruction and Repair. In the event of damage to or destruction of the Insured Marina Property as a result of fire or other casualty (unless seventy five percent (75%) (in terms of replacement costs) or more of the Insured Marina Property is destroyed or substantially damaged and the Association elects not to proceed with repairs or restoration), the Board shall arrange for the prompt repair and restoration of the Insured Marina Property. If seventy five percent (75%) (in terms of replacement costs) or more of the Insured Marina Property is substantially damaged or destroyed and if the Association duly and promptly resolves not to proceed with the repair or restoration thereof, the Insured Marina Property will not be repaired, in which event the net proceeds of insurance resulting from such damage or destruction shall be held by the Association, with the proceeds being distributed to the Marina Members in the manner provided by law; provided, however, that no payment shall be made to a Marina Member until there has first been paid out of his share of such fund liens on his Marina Slip in the order of priority of such liens.

3.12 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications approved by the Board. However, any reconstruction or repair shall comply with all applicable provisions of all documents affecting the Marina and proper authorization of all applicable governmental agencies.

3.13 Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, regular or interim assessments shall be made against the Marina Members in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Insured Marina Property shall be in the same proportion as all of the Marina Members' respective Marina Assessments, except as to Marina Special Assessments for damage caused by a particular Marina Member(s).

3.14 Surplus. It shall be presumed that the first monies disbursed in payment of the costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be held by the Association and applied in such a manner as the Board elects, including, but not limited to, an offset against future Marina Assessments.

3.15 Mandatory Vessel Coverage. Each Marina Member shall maintain liability insurance on his Vessel occupying his Marina Slip in the minimum amount of \$1,000,000.00, the policy of which shall name the Association as an additional insured. Alternatively, each Marina Members shall maintain liability insurance on his Vessel occupying his Marina Slip in the minimum amount of \$300,000.00 and an umbrella policy to insure the Vessel occupying the Marina Slip in the minimum amount of \$700,000.00, both policies of which shall name the Association as an additional insured. Proof of adequate insurance coverage shall be provided by each Marina Member to the Association once per year as determined by the Board of Directors.

3.16 Association's Obligations. Association will be required to obtain and maintain insurance of the aforescribed types in the amounts required hereby only as long as such insurance is available at reasonable rates. The decision of a majority of the members of the Board as to whether the cost of such insurance is reasonable shall be determinative; provided, however, Marina Members may vote to acquire more expensive insurance than the Board desires so long as its cost is solely part of Marina Operating Costs.

3.17 Marina Member Indemnification. Each Marina Member, by acceptance of a Marina Slip Share Certificate, agrees to hold harmless and indemnify the Association and its respective agents, representatives and employees, from and against any claims causes of action, litigation expenses, damage or loss that may be claimed by himself or another due to damage, loss, theft, vandalism or destruction of a Vessel or its contents which was berthed in a Marina Slip, except for the gross negligence or malicious wanton act of the Association or its agents, representatives and/or employees. Such indemnification shall include, without limitation, attorneys' fees incurred at pre-trial and all levels of proceeding, including appeals, court costs and expenses, and investigation expenses of the Association and their respective agents, representatives and employees.

4. COMMERCIAL UNIT

4.1 Ownership of the Commercial Unit. The owner or owners of the Commercial Unit understand and agree that the Commercial Unit is a 1,663 square foot building that sits on property owned by the Association. The Association property is owned jointly and indivisibly by all the members in the Association. The Commercial Unit's physical structure is owned by the Association. However, the Commercial Unit shall be maintained solely by its owner or owners at the sole discretion of the Association. Its interior is used and maintained by the Commercial Unit Owner pursuant to a Member Share Certificate and the Proprietary Lease Agreement. The Commercial Unit Owner will be a member of the Association, thereby having the easement rights, and subject to Marina Assessments, as determined by the Board.

4.2 Commercial Unit - The Commercial Unit cannot be altered or changed without the written approval of the Association and proper authorization of all applicable governmental agencies.

4.3 Responsibility to Maintain. The Commercial Unit shall be kept in a neat, clean and uncluttered condition. All trash and other debris shall be removed and disposed of by the Commercial Unit Owner. In the event of failure to comply with this provision, the Association

may hire third parties to perform such work from time to time, and at any time, and may assess the Commercial Unit owner.

4.4 Docks. The Commercial Unit owner does enjoy an easement across Marina Property but does not have use of a Marina Slip. Unless said owner also owns another Marina Share Certificate entitling said owner to the use of a Marina Slip.

5. Amendments of this Declaration.

5.1 This Amended and Restated Declaration may be amended at any time, upon the approval of at least two-thirds (2/3) of the owners, as evidenced by the recordation of an amendatory instrument, executed by the President and Secretary of the Association.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 24 day of June, 2014.

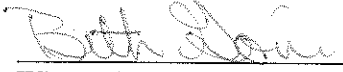
WITNESSES:



Witness #1 Signature

Suzie Bottom

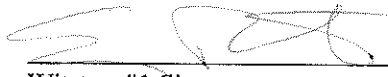
Witness #1 Printed Name



Witness #2 Signature

Beth Goins


Witness #2 Printed Name



Witness #1 Signature

Suzie Bottom

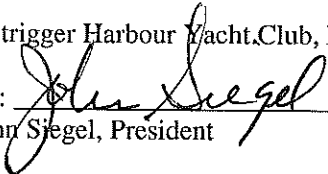
Witness #1 Printed Name



Witness #2 Signature

Beth Goins

Witness #2 Printed Name

Outrigger Harbour Yacht Club, Inc.
By: 

John Siegel, President

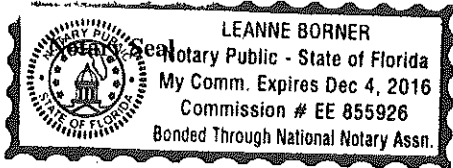
By: 

Karyn Rothstein, Secretary



STATE OF FLORIDA
COUNTY OF MARTIN

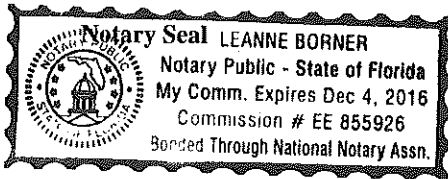
The foregoing instrument was acknowledged before me this 24 day of June, 2014 by John Siegel as President of Outrigger Harbour Yacht Club, Inc., [] who is personally known to me or [] who has produced identification [Type of Identification: _____].



Leanne Borner
Notary Public

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 24 day of June, 2014 by Karyn Rothstein as Secretary of Outrigger Harbour Yacht Club, Inc., [] who is personally known to me or [] who has produced identification [Type of Identification: _____].



Leanne Borner
Notary Public

ACTIVE: 019651/345710:5718170_1