

Seaside Landings at Flagler Beach Marina Slip Guidelines and Use Agreement

Adopted August 17, 2026. This version supersedes all prior versions.

Seaside Landings Flagler Beach HOA ("HOA") hereby asserts, and the undersigned Seaside Landings property owner ("Owner") acknowledges and accepts the following conditions governing the use of their assigned slip at the Seaside Landings Marina ("Marina").

The Marina is an amenity within the Seaside Landings Flagler Beach private development made available to Owners for the purpose of docking, launching and storing their vessel. There are 19 Marina slips assigned to designated Owners whose Seaside Landings property ("Property") is not directly on one of the Seaside Landings canals (see list of marina slips below).

This Agreement defines the terms and conditions of Marina use, as well as responsibilities of Owners assigned a Marina slip.

No-Deed Assignment

The Marina and all its slips are the property of the HOA. Assignment of an individual slip to a designated Owner ("Slip Assignee") only conveys the right to exclusively use the assigned slip by that Owner. It does not convey any deed, ownership or other property right except as explicitly provided in this Agreement.

Duration

The assignment of rights under this Agreement expires on the day the Owner sells, conveys or otherwise transfers their Property to which their slip was assigned to a new party. Upon transfer of the Property deed to new owner, the slip assignment is likewise transferred to the new owner.

Marina Improvements

The following improvements ("Improvements") are permitted to be implemented at the Owner s assigned Slip, subject to review and approval by the Seaside Landings Architecture Review Board ("ARB"):

- Installation of an electric boat lift of such size as to accommodate a vessel meeting the guidelines as specified in the Architectural Guidelines of Seaside Landings.

Subject to ARB approval, Slip Assignees may remove any improvements previously made by the Slip Assignee (current or previous) provided that such removal does not adversely impact the aesthetics, function, integrity or stability of the Marina slip or any of its elements.

No Marina structural improvements, including the installation of roofs, structural stairs, electrical, mechanical or plumbing modifications, are permitted by the Slip Assignee.

Size limit

The maximum boat size, including the outboard motor(s), allowed to be docked at the Marina shall be such so as not extend more than 5 feet past the most waterward piling.

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Care and Operation

Slip Assignees are responsible for maintaining and keeping in good working order all Improvements installed by them or any previous owner. Any deficiencies identified and communicated to the Slip Assignee by the HOA Compliance Committee must be addressed by Slip Assignee within the time specified by the Seaside Landings Compliance Committee.

Vessels shall be properly moored and secured to the dock at all times when not in use. During inclement weather conditions, additional special procedures for securing the vessel must be followed as detailed in “During Storm Activities” section below.

No Live-Aboard

Expressly prohibited are live-aboard activities at the Marina. This includes overnight stay on board a vessel, open flame cooking, laundry, and similar activities typically associated with extended on-board stay.

Repair and Maintenance

No major boat repair work is permitted on any boat at dock in the Marina. Provided however, that minor vessel maintenance such as work on the battery, engine fluid replacement, electrical repair and similar maintenance activities are permitted subject to other provisions in this document.

Direct and Indirect Damages

Slip Assignees are responsible for any direct or indirect damage caused by them, their vessel, their activities in or around the Marina or their Improvements to the Marina.

Insurance

Slip Assignee s must be insured against damage to the Marina. Seaside Landings at Flagler Beach HOA shall be an additional insured on that policy. Copies of the policy shall be provided to the HOA prior to docking their vessel at the Marina.

During Storm Activities

Slip Assignees are required to remove their vessels from their slips upon the declared of a Tropical Storm Warning or Hurricane Watch event as designated by the National Weather Service (NWS). This is to avoid potential damage to the Marina caused by their boats.

In the event that the Slip Assignee is not able to remove their boat, they are required to take all adequate precautions to secure their vessel in the dock using all means necessary to avoid any damage their vessel might cause to the Marina.

The HOA is not responsible for notifying Assignees of impending hazardous weather events.

In the event that a Slip Assignee does not remove their vessel from their slip in advance of a weather event, and this results in damage to the Marina, that Slip Assignee (or multiple non-compliant Slip Assignees equally in proportion) shall be fully responsible legally and financially for all such

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damages plus any additional fees the HOA may incur to bring the Marina back to its pre-weather event condition.

When a weather event is announced by the relevant authorities, HOA bylaws restricting storage of vessels on Property driveways shall be conditionally lifted. During this time Slip Assignees shall be allowed to store their vessels on a trailer on their Property driveway, provided the trailer does not extend onto the street or create a safety hazard. Both boat and trailer shall be secured to the ground with ground anchors. The HOA may also, but is not required to, designate other common areas where vessels on trailers may be stored for the duration of the weather event.

Vessel owners assume full and uncontested liability for any damage resulting from vessel storage on HOA common area.

Following the end of the declared weather event, Slip Assignees are required to remove their vessels from their driveways or designated common areas within 7 calendar days.

Slip Assessment Fee

Slip Assignees are subject to a semi-annual assessment fee for the use of their slip. This amount is due and payable by January 1 and July 1 and is subject to the same non-payment or late payment penalties and fees as is the property general Assessment.

Slip Utilities

Slip Assignees may use water and electric utility connections at their assigned slip at no additional charge provided that their use is occasional. Vessels may not permanently connect to electric outlets except to maintain a 110V trickle charge to their batteries.

No appliances shall be connected to the dock electrical system, including but not limited to refrigerators, coolers, electric stoves, heaters, lights and air conditioning.

Pump-out of sewage wastewater is explicitly prohibited at the Marina and all Seaside Landings canals and waterways. Bilge water exhaust is permitted.

The HOA maintains the right to terminate utility services to any or all slips at any time.

Slip Exchange

Slip Assignees may agree to exchange their slips provided that such exchange is evidenced by a written and signed agreement between the Slip Assignees and the agreement is recorded with the Management Company.

Slip Sub-Assignment

Upon agreement between a Slip Assignee and another Owner, the Slip Assignee may convey to another Owner ("Sub-assigned Slip User") the exclusive right to use their assigned slip for an agreed-upon period of time. In such case the Slip Assignee continues to be responsible for the slip annual assessment fee but may seek reimbursement for such fees from Sub-assigned Slip User, as privately agreed between the parties.

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To restate and emphasize, a Slip at the Seaside Landings marina may only be sub-assigned by its Slip Assignee to another current Owner of a Seaside Landings property.

Sub-assigned Slip Users are required to follow these same Marina Use Guidelines as the Slip Assignee. In the event of any violation of these Guidelines by the sub-assigned Slip User, the Slip Assignee is responsible for their remediation and any fees which may be levied by the HOA as a result.

In the event that a Seaside Landings property which has an assigned Marina slip is sold or otherwise deeded to a new owner, any sub-assignment of the slip terminates concurrently. Additionally, in the event that a Sub-assigned Slip User sells or deeds their property at Seaside Landings, any agreement between the Slip Assignee and the Sub-assigned Slip User terminates concurrent with the date of the sale.

All slip sub-assignments must be reported to and registered with the Management Company.

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Slip Assignment Acknowledgement

Property Owner / Slip Assignee Name

Property Owner / Slip Assignee Seaside Landings Address

Assigned Slip Number

Insurance Company: _____

Policy Certificate Number: _____

Policy Effective Date: _____

Policy Valid Through: _____

I acknowledge receipt of the Marina Use Agreement and have read and will comply with its provisions as stated.

Slip Assignee Acknowledgement Signature

Date

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SLIP ASSIGNMENTS REFERENCE

Slip No.	Slip Assignee SSL Address
1	222 Seaside Landings Drive
2	218 Seaside Landings Drive
3	214 Seaside Landings Drive
4	110 Seaside Landings Drive
5	100 Bulow Cove
6	104 Bulow Cove
7	108 Bulow Cove
8	112 Bulow Cove
9	116 Bulow Cove
10	2822 John Anderson Hwy.
11	2790 John Anderson Hwy.
12	2782 John Anderson Hwy.
13	2448 John Anderson Hwy.
14	2440 John Anderson Hwy.
15	2826 John Anderson Hwy.
16	2794 John Anderson Hwy.
17	2786 John Anderson Hwy.
18	2452 John Anderson Hwy.
19	2444 John Anderson Hwy.
20	HOA