

MANATEE BAY CLUB, A CONDOMINIUM

GENERAL INFORMATION, CONDENSED RULES & REGULATIONS + Q & A

GENERAL INFORMATION

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

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

Description of Condominium.

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

Recreational Facilities.

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

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

Docks.

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

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

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

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

Certain Additional Policies:

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

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

Utilities and Certain Service.

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

Restriction on the Sale and Lease of Units.

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

Restrictions Imposed on the Use of Units.

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

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

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

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

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

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

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

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

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

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

RULES & REGULATIONS

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

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

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

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

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

MANATEE BAY CLUB, A CONDOMINIUM

SUPPLEMENTAL RULES & REGULATIONS

May 19, 2018

Under the condominium documents, the Board of Directors of MANATEE BAY CLUB CONDOMINIUM ASSOCIATION, INC., (“Association”) has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations.

These Supplemental Rules and Regulations were adopted by the Association’s Board of Directors on May 19, 2018 and shall serve to supplement and update the Association’s existing Rules and Regulations. The Association’s Rules may be modified, added to or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time. The Rules and all others hereinbefore or hereinafter promulgated shall apply to and be binding upon all Unit Owners, their guests and invitees. The Unit Owners, their guests and invitees shall at all times obey said Rules and Regulations. These Rules are being implemented to promote the safety and welfare of the Unit Owners and their guests.

Effective Date: These Supplemental Rules & Regulations of Manatee Bay Club Condominium shall become effective May 20, 2018 and may be reviewed or modified by the Board of Directors anytime thereafter.

(New language is indicated by double-underscored type,
old language to be stricken is indicated by ~~**bold-lined type**~~)

- PETS:** Owners pets are welcome, with approval, and as posted on the property they have to be on a leash at all times when on the common grounds, this is required by Monroe County Code. As a courtesy to all, please don’t forget to pick up your pets waste and dispose of it properly. No guest, invitee, family or tenant of the Owner shall be permitted to bring animals of any kind onto the Condominium Property without the written consent of the management of Manatee Bay Club.

- LEASE REQUIREMENTS:** Units can only be leased in their entirety, upland and water portion. Owners are responsible, and must strictly adhere to the following guidelines with regards to leasing:
 - "Lease" or "lease" or "leasing" of a Unit includes bringing a vessel into a Unit by a guest, tenant or transient renter AND also renting or allowing a tenant or transient renter to rent or use a vessel already moored in a Unit;
 - Each lease, regardless of duration, must be accompanied by a Lease Application and comply with the requirements set forth therein, including the \$100.00 per

applicant non-refundable Lease Application Fee; please contact the Property Manager for the Association's Lease Application Form;

- Use the Manatee Bay Club standard Lease Agreement and Lease Application;
- Submit the completed Lease Agreement to the office for Board approval prior to lease commencement;
- Insure vessel meets size requirements of 2 ft. clearance at bow and stern, i.e; a 36-ft. vessel (LOA) requires a minimum 40-ft. dock space;
- Do not supply lessee with your gate code, once approved lessee will be provided with their own unique gate code;
- Owner will be notified in writing once Board approves the lease;
- Owner must furnish and advise lessee of all Manatee Bay Club Rules. Owner is responsible for lessee's violations of any Rules;
- Lessee must furnish Manatee Bay Club office with required insurance documents prior to vessel arrival;
- If lessee is from out of state, Association needs a local contact that is responsible and has authority to handle any and all matters pertaining to said vessel;
- Owner will be required to place a Lease Deposit in the amount of \$500.00 prior to leasing their Unit. One \$500.00 Lease Deposit will cover multiple Units. The Lease Deposit will be maintained by the Association in a non-interest bearing account and may be charged by the Association, in its sole discretion, for any violation of the Association's Rules or Regulations by an Owner, their Rental Agents, Management Agents, Tenants or Guests. Should the Association charge the Deposit for any such violation(s), the Owner must replenish the Lease Deposit amount within ten (10) days of notification by the Association. Owner may not lease their Unit unless the required Lease Deposit is maintained;
- Owner must, personally or through an authorized, duly licensed and insured representative, greet each guest at check-in;
- Owner must provide such other information as may be required by the Association; and,
- The terms, conditions and requirements for approval may be changed or modified at any time deemed appropriate or necessary by the Association's Board of Directors.
- No Unit may be leased for a term of less than six (6) months.
- All persons, entities or buyers seeking to purchase a Unit must complete an Application for Approval to Purchase and comply with the requirements set forth therein, including the \$100.00 per non-refundable Purchase Application Fee; please contact the Property Manager for the Association's Purchase Application Form.

**FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET
AS OF JANUARY 2019**

Q: What are my voting rights in the Condominium Association?

A: The owner(s) of each unit is entitled to cast 1 vote for each unit owned in accordance with the provisions of the Declaration of Condominium, By-Laws and Articles of Incorporation of the Association. (See Article IV of the Declaration, Article III of the Articles and Article II of the By-Laws)

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

A:

- Each Unit may be used exclusively for docking of one (1) vessel with the overall length and width established from time to time by the Association.
- One (1) small, dingy-type boat and/or one (1) personal watercraft may be docked within a Unit subject to the Association's approval.
- No Unit may be used for residential purposes, whether on a temporary or permanent basis.
- Owner must obtain approval from the Association prior to docking any vessel.
- The use of each Unit is also subject to various restrictions set forth in the Association's Rules and Regulations which should be reviewed in their entirety.

(See Articles V of the Declaration and the Rules and Regulations)

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: All units may be leased with the prior written approval of the Association and all leases shall be in writing in a form approved by the Association. You are required to give the Association a complete and signed copy of any and all leases, including a complete written description of the vessel to be docked within the Unit along with a copy of all Federal or State vessel registration or documentation and insurance policies.

(See Article VIII of the Declaration)

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

A: The current quarterly maintenance assessment is \$600.00 per Unit due on the first (1st) of January, April, July and October. A \$25 late fee is assessed if payment is not received by the 15th.

These amounts are subject to change. In addition, special assessments may be imposed from time to time by the Board of Directors, as necessary. **The Manatee Bay Club Condominium Association, Inc.**

FAQ – Jan. 2019 Page 2 (See Article VII of the Declaration and Article V of the By-Laws)

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? Also, how much are my assessments?

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: No.

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.

NOTE: 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.