

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
THOMAS M. JENKS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
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JACKSONVILLE, FLORIDA 32202

NOTICE OF AMENDMENT TO RULES AND REGULATIONS

HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the “**Association**”), hereby gives notice of the adoption of the Amended and Restated Marina and Lagoon Dock Usage Rules and Regulations, a copy of which is attached hereto and made a part hereof as **Exhibit A**, which were approved by the Association’s Board of Directors at a duly called meeting held on October 26, 2023.

Signed, sealed and delivered in the presence of:

HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

Noelle Salomon
Print Name: Noelle Salomon

By: *Rhendy Rowe*
Print Name: RHENDY ROWE
Title: PRESIDENT

[Signature]
Print Name: ADRIAN WATKINS

STATE OF FLORIDA)
)SS
COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 1st day of Nov, 2023, by Rhendy Rowe, the President of **HARBOUR ISLAND AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the corporation.



PEGGY M. PARIS
Commission # HH 317592
Expires October 17, 2026

Peggy M. Paris
(Print Name Peggy M. Paris)
NOTARY PUBLIC
State of Florida at Large
Commission # HH 317532
My Commission Expires: 10/17/26
He/she is [check one]:
Personally Known
OR Produced I.D. _____
Type of Identification Produced _____

EXHIBIT A

HARBOUR ISLAND Amended and Restated Marina and Lagoon Dock Usage Rules and Regulations

Effective October 26, 2023, the Harbour Island Board of Directors (the "Board"), as authorized by the Harbour Island governing documents, has approved the following Amended and Restated Marina and Lagoon Dock Usage Rules and Regulations on behalf of Harbour Island at Marsh Landing Homeowners Association, Inc. (the "Association"). These Rules and Regulations shall be applied in addition to all other applicable provisions of the Association's governing documents.

The distribution of these Rules and Regulations is intended to promote member/resident awareness and to mitigate non-compliance issues. The goal is to achieve member/resident compliance with all applicable covenants, conditions, restrictions, rules and regulations as agreed to by members/residents when purchasing property in Marsh Landing (or if applicable, a rental agreement for a residence in Harbour Island). It is the responsibility of each member/resident to be familiar with all governing documents of both the master and subdivision associations.

COVENANT USE RESTRICTIONS / GRANT OF EASEMENT AND USE RIGHTS

Harbour Island's Declaration of Covenants, Restrictions, Conditions and Easements describes the Yacht Mooring Slips and provide that Yacht Basin Mooring Slips are for exclusive use of affected Owner(s) for the docking of such Owner(s)' vessel. The Grant of Easement and Use Rights associated with each Yacht Mooring Slip (the "Slip Easement") likewise provides that it is an exclusive agreement.

VESSEL AND INSURANCE REGISTRATION

1. Affected Owner(s) shall provide official "Florida Vessel Registration" or United States Coast Guard "Certificate of Documentation" title documentation to the Association (for each boat, jet, ski, etc.) moored in the Harbour Island marina and lagoon system (the "Lagoon System").
2. Affected Owner(s) shall, at such Owner(s)' cost and expense, obtain and maintain in full force and effect, comprehensive liability insurance in connection with the use and operation of all vessel(s) utilizing the applicable Yacht Mooring Slip. Such insurance shall have coverage limits of at least \$1,000,000 per occurrence.
3. Affected Owner(s) shall cause the Association to be named as an "additional insured" or "additional interest" and shall provide copies of conforming certificates of insurance to the Association upon renewal of such insurance. Affected Owner(s) shall provide copies of the certificates of insurance to the Association prior to such Owner(s) placing the vessel or vessels within the Yacht Mooring Slip and thereafter upon renewal of such insurance.

SLIP/DOCK USAGE

4. (a) The right to use individual Yacht Mooring Slips is based upon a perpetual exclusive easement for use and enjoyment of an appurtenant Yacht Mooring Slip in the manner more fully set forth in the deed conveying the Lot and/or in each Slip Easement. Each Slip Easement is an appurtenance running with the ownership of the applicable Lot and may not be separated therefrom except as otherwise provided in the applicable Slip Easement. Once conveyed to an Owner, any attempt to transfer, convey, sell, lease or occupy a Yacht Mooring Slip without strict adherence with the applicable Harbour Island documents and/or Slip Easement, may result in the Association being forced to pursue all available legal and equitable remedies to prevent such unpermitted use of a Yacht Mooring Slip. Affected Owner(s)' legal interest in any Yacht Mooring Slip is a use easement only.

(b) Owners of Yacht Mooring Slips shall be permitted to allow other owners of Yacht Mooring Slips located within the Harbour Island Yacht Basin to temporarily use their Yacht Mooring Slips provided that such parties shall (i) enter into a use agreement in a form reasonably acceptable to and approved prior to being signed by the Association, which shall include without limitation, provisions requiring compliance with the terms of all applicable easements and agreements restricting the length of any vessel and prohibiting compensation except for reimbursement for the use of electricity, (ii) provide the Association with a copy of the full executed use agreement, (iii) provide the Association with a copy of the current official Florida Vessel Registration Title documentation for the applicable vessel and (iv) provide the Association with proof of comprehensive liability insurance in connection with the use and operation of such vessel, which insurance shall have coverage limits of at least \$1,000,000 per occurrence and shall name Harbour Island at Marsh Landing Homeowners Association Inc. as an additional insured or as an additional interest. With the Association's prior approval such liability insurance may be provided either through the vessel owner's primary liability insurance policy, or together with an umbrella policy.
5. Affected Owner(s) shall use their Yacht Mooring Slip so as to maintain high community standards within Harbour Island and so as not to create any nuisance or disturbance with respect to adjacent Owner(s).
6. Jet Ski Dock installation requests must be submitted to the Harbour Island Board for approval prior to installation.
7. "For sale" signs shall not be posted on vessels moored within the Lagoon System.
8. Fishing is allowed on an affected Owner(s)' finger dock only with such Owner(s)' consent.
9. No launching of paddleboards or other equipment from finger docks is permitted without the affected Owner(s)' permission.

MAINTENANCE AND STORAGE

10. As provided in the Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing, as amended (the "Declaration"), each Owner shall maintain their respective floating dock and yacht mooring slip in a state of good repair and condition. Any and all repairs shall require the prior approval of the Board which shall include without limitation, prior approval of all plans, specifications and materials to be used for such repairs and the contractor who will perform the repair. Further, as a condition to such approval, the Owner's contractor shall be required to provide Association with proof of comprehensive liability insurance having coverage limits of at least \$1,000,000 per occurrence which shall name Harbour Island at Marsh Landing Homeowners Association Inc. as an additional insured or as an additional interest. Further, as provided in the Declaration, in the event an Owner fails to maintain their floating dock and yacht mooring slip in good repair and condition, the Association, after giving written notice of its intent to do so, may enter onto a yacht mooring slip and perform repair and maintenance, the cost of which shall be assessed against the applicable Owner as a specific special assessment in the manner provided in the Declaration.
11. All equipment not stored within the vessel must be stored in a "dock box."
12. No activities constituting major repair or maintenance of watercraft, including without limitation, major engine repair, sanding or painting, shall be permitted within the Lagoon System.
13. The discharge of sewage, bilge, fuel or other contaminants from watercraft within the Lagoon System is prohibited.
14. The use of detergents containing phosphates for the purpose of cleaning watercraft within the Lagoon System is prohibited.
15. All vessel engines used within the Lagoon System shall have a muffler or noise-muffling device so as to not disturb the serenity and tranquility of the Harbour Island community. The use of "through the hull" exhaust systems shall be permitted only if noise restrictors are integrated into the exhaust system.
16. Trash must be properly bagged and removed from all vessels and all Lagoon System areas.
17. Laundry or towels shall not be hung on the exterior of any vessel.

SAFETY AND EMERGENCIES

18. Affected Owner(s) shall observe all boating safety rules and regulations and operate, secure and maintain such Owner(s)' vessel in accordance therewith and in accordance with all applicable governmental and quasi-governmental rules and regulations.
19. All vessels, including jet skis, operating within the Lagoon System shall be operated at a "dead idle/no wake" speed at all times.

20. While operating within the Lagoon System, jet skis shall not be operated at a noise level that is greater than the noise level normally produced by comparable boats while operating at "Dead Idle/No Wake" speed. If necessary, such watercraft shall be outfitted with a muffler or similar device to reduce the noise level.
21. No swimming, bathing, snorkeling or scuba diving (except for cleaning the bottom of moored vessels) is allowed in the Lagoon System.
22. Dock areas and sidewalks must be kept clear at all times.
23. No cooking fires or other fires of any description are allowed on the docks, sidewalks or other areas within the Lagoon System.
24. In the event a vessel is in need of salvage due to sinking or to prevent it from sinking, the Association shall have the right to remove such vessel from the Lagoon System at the owner's expense.
25. Fuel spills must be reported immediately to the property management company and/or Marsh Landing access control personnel so that an appropriate fuel discharge kit can be deployed as quickly as possible.
26. Skateboards, roller blades or other motorized vehicles (except wheelchairs and other health related equipment) are strictly prohibited in the Lagoon System.
27. No bicycles or other entertainment transport equipment shall be permitted on the lower walkway within the Lagoon System.

MISCELLANEOUS

28. Dogs and other pets must be kept on leash at all times. Owners of unleashed pets are subject to fines. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of all waste and litter from their pets.
29. Manatee Protection. All Owner(s) are advised that there are civil and criminal penalties for harming, harassing, or killing manatees, and to the extent that the Association or Master Association is held responsible for any manatee harmed, harassed or killed as a result of the actions of any Owner(s), or the Owner(s)' family, guests or invitees, the Owner(s) shall indemnify, defend and hold the Association and the Master Association harmless from any and all damages, liability, costs and expenses incurred in connection therewith, including without limitation, reasonable attorney's fees, whether incurred before or at trial, on appeal, in bankruptcy or in post-judgment collection.
30. Owner Liability for Actions of Others. Compliance with these Rules and Regulations and all governing documents is mandatory for Owner(s), as well as for any Owner(s)' invitee, licensee, vendor/contractor, guest, tenant, family member or other residing occupant. While all are subject to compliance, the affected Owner(s) are responsible to the Master

Association and the Association for the actions of those individuals or companies authorized by such Owner(s) for entry into Marsh Landing. Owner(s) shall also be liable for violations attributable to the actions of any Owner(s)' invitee, licensee, vendor/contractor, guest, tenant, family member or other residing occupant.

Similarly, all Owner(s) are also liable for any type of property damage to the Master Association's or the Association's common areas, attributable to the actions of such Owner(s) or others authorized for entry by such Owner(s). Should such damage occur, the property management company shall arrange for completion of required repairs with a company chosen by and reasonably acceptable to the Master Association and/or the Association as applicable. Repair bills shall be submitted to affected Owner(s) for immediate payment. Non-payment may result in an assessment being imposed against the Owner(s) and all remedies afforded the Master Association and the Association for an Owner(s)' failure to pay any such assessment shall apply.