

LICENSE AGREEMENT

MARINA SPACE LEASE

Cobb's Landing Community Association, Inc. on Lake Tarpon
Pinellas County, Florida Boat Marina Slip Facility

MARINA SPACE/BOAT SLIP # _____

VESSEL LICENSE DECAL # _____

This License Agreement is made as of _____ between Cobb's Landing Community Association, Inc., (hereinafter known as the Lessor), a Florida not-for-profit corporation with a mailing address of c/o Management Associates 720 Brooker Creek Blvd #206, Oldsmar FL 34677

and (resident names) _____

with an address of _____

(resident hereinafter being referred to as "Lessee").

WHEREAS, The Lessor is the owner of the Marina adjacent to Cobb's Landing Community Association on Lake Tarpon, Pinellas County, Florida (hereinafter being referred to as the "Marina"); the Lessee is the owner of a vessel, more particularly described in paragraph 14 found herein, and desires to lease a boat slip in the Marina, location of which is further depicted in the Facility's Detailed Plans on Exhibit "A" hereof, from Lessor and Lessor is willing to lease a boat slip to Lessee subject and pursuant to the terms and conditions set forth herein;

NOW THEREFORE, the parties heretofore with good and valuable Consideration agree as follows:

1. Right of Use – Not Bailment. This Lease is for dockage rental only and creates no bailment whatsoever. Lessee shall have the exclusive use for the Marina Space for occupation by Lessee's vessel described in paragraph 11; and the use of the dock, catwalk, boardwalks, finger pier, and boat slips in common with other tenants, as applicable only for their assigned boat slip. Lessee's obligations under the Lease shall bind Lessee's family members, guests, and invitees, and Lessee shall be fully responsible for their adherence thereto, as if their acts were Lessee's own. The Facility and Marina Space are to be used for non-commercial recreational purposes, and only by owner-residents of homes in Cobb's Landing (The Estates, The Pinnacle, The Sanctuary I, The Sanctuary II) and Lessee's rights hereunder are solely the rights of use herein granted. Lessee has inspected the Facility and Marina Space and is satisfied that the same are adequate and safe for the secure storage of Lessee's vessel.

Notwithstanding the foregoing, it is agreed that only Lessee's one vessel described in paragraph 11 hereof shall occupy the Marina Space, have access to and use any part of the Boat Slip and connected walkway and finger piers assigned to them under the Lease. If Lessee acquires a replacement vessel, the same may be substituted upon execution by the parties of a new License Agreement.

2. Grant and Term of License. Lessor hereby grants to Lessee the exclusive right and privilege to use Boat Slip Number _____, which is located at the Marina and more particularly described on Exhibit "A" attached hereto (hereinafter being referred to as the "Boat Slip"), commencing on _____ and continuing until _____ (hereinafter referred to as "Term"), unless terminated earlier pursuant to the terms and conditions set forth herein. Lessor reserves the right, in its sole and unlimited discretion to require Lessee to move its vessel license to another boat slip in lieu of the one set forth herein at any time upon fifteen (15) days written notice to Lessee.

If the Facility and/or Marina Space are not ready for Lessee's use for any reason at the date specified above, then the Term shall commence when the same are in readiness and the Term shall be extended by the same number of days as commencement is delayed. Lessor shall have no further responsibility for such delay. Lessee and Lessor shall amend the Term in writing if so extended.

3. Consideration. For and in satisfaction of said License, **Lessee shall pay to Lessor the sum of \$550.00 plus Florida sales tax per annual term.** Payment due (hereinafter being referred to as "Consideration") shall be paid in advance of commencement of the Term in the amount stated above. Consideration for any renewal or further Terms shall be likewise paid in advance of the commencement thereof. If payment is received 15 days after the specified deadline on the renewal invoice, a late fee of \$25.00 shall be applied and included as payment due. The Consideration shall be deemed fully earned on the execution of this License Agreement. Request for prorating of Consideration will follow according to terms of termination contained herein. Remittance check should be made payable to The Cobb's Landing Community Association, Inc. Mail check and signed contract to Cobb's Landing Community Association, c/o Management and Associates, 720 Brooker Creek Blvd #206, Oldsmar, FL 33630-3450.

4. Additional Charges.

- a) **In addition to the annual license Consideration, a one-time refundable Gate key deposit of \$50.00 shall be paid in advance and is fully refundable if all terms are met.** This key deposit shall remain held by the Association and shall not be used towards fees or fines. A charge of \$50.00 shall be assessed for a replacement key. Upon termination of this Agreement, the assigned key must be returned to Lessor within ten (10) days or the deposit shall be forfeited. If key is not returned, Lessor, at its sole discretion, has the option to assess Lessee costs of re-keying Gate lock and purchasing replacement keys. All keys are the sole property of the Association, they are not conveyable to new homeowners when lots are sold, and must be returned when Lessee moves from Cobb's Landing, or if this contract is not renewed.
- b) Lessee shall pay a fee of \$25.00 for any check that is returned for insufficient funds.

5. Rules and Regulations. Lessor reserves the right to issue rules, regulations, and amendments thereto as, from time to time, Lessor shall deem proper in its sole discretion. Lessee shall strictly abide by all of same, failing which Lessor shall have the right to cancel all of Lessee's rights in the Facility and Marina Space. Amendments, Addendums, and Exhibits attached to this contract shall be fully binding.

Lessee shall, at all times, use the Boat Slip and Marina facilities in accordance with this License Agreement and the Rules and Regulations, as set forth at length herein:

- a) Only pleasure vessels, in good condition, and under their own power, and only as long as such vessels do not have a beam in excess of 10 feet or a length in excess of 30 feet, shall be admitted to boat slips at the Marina.

- b) The Rules of the Road and the Navigation Laws of the United States apply to all vessels in, approaching, or exiting the Marina and boat slips located within the Marina. A violation of the Federal Navigation Rules is also a violation of Florida law. Inland Navigation Rule 6, as adopted pursuant to subsection 327.33(3), Florida Statutes, requires that every vessel shall at all times be operated at a safe speed. Lessee shall obey a NO WAKE ZONE while operating a vessel within and near the Marina area and along the shoreline.
- c) Lessee's vessel shall not be launched or allowed to remain in boat slip or Marina area while Lease Fee and/or Deposit is in a delinquent status, or if all necessary Marina documents including, but not limited to current insurance information are not signed by Lessee and on file with the Managing Agent.
- d) No key(s) issued to Lessee shall be duplicated, lent to other residents or non-residents, or used by non-family members without Resident present. Should evidence of duplication or prohibited use become known, Lessor has the option to suspend use for up to 60 days or terminate Lessee's License Agreement per paragraph 15, its sections, and subsections and paragraph 10.
- e) Lessee shall not allow marina gate to remain open and immediately after each entrance and exit shall close and lock the gate.
- f) In the interest of maintaining the Facility in a safe, sanitary and aesthetically pleasing manner, refuse shall not be thrown into Lake Tarpon from land or vessel, nor allowed to remain in the Ramp or Marina area. Trash may be deposited in dockside trash containers or removed and taken away by Lessee or vessel occupants.
- g) Lessee's vessel must be maintained in an attractive and clean condition. The Association shall have the right to inspect all vessels in the Marina to determine seaworthiness and adherence to fire and safety requirements of governmental authorities with jurisdiction over boat slips and vessels therein. Any condition on or around a vessel declared a hazard in the judgment of Lessor shall be removed to the satisfaction of Lessor within seven (7) days of notification of the hazard.
- h) Charcoal fires or open flames of any type will not be permitted on the main docks, catwalks, boardwalks, launching dock, finger piers, boat slips, on the vessels, or in the parking lot.
- i) Advertising or soliciting shall not be permitted on any vessel within the Marina, nor shall the vessel be used for business or commercial purposes. No signs shall be permitted on vessels other than name and registration decals required by government authorities with jurisdiction over vessels
- j) THERE SHALL BE NO SWIMMING, DIVING, OR FISHING PERMITTED FROM THE MAIN DOCKS, CATWALKS, BOARDWALKS, LAUNCHING DOCK, FINGER PIERS, BOAT SLIP AREA OR VESSELS WHILE IN MARINA AREA, RAMP AREA OR WITHIN THE COMMUNITY PARK AREA ADJACENT TO THE MARINA SPACE OR RAMP SPACE.
- k) Fishing is ONLY permitted within the 15 foot wide x 85 foot long observation deck and fishing platform of the new Community Pier. No cleaning of fish is permitted anywhere in the Marina, Ramp or Park areas, per our water land lease contract.
- l) Boat slip Lessees shall not store supplies, materials, equipment, accessories, or debris on any walkway, and shall not construct thereto any lockers, chests, cabinets, or similar structures, mount any equipment or TV antennas. Installation of carpet on any walkways or docks or permanent attachment of fenders, or any other alteration, is prohibited except with the prior written approval of the Lessor and only upon such conditions, as Lessor shall therein state. Upon termination of the Lease, all such improvements or alterations shall, at Lessor's option, (a) be removed at Lessee's expense to restore the prior conditions,

- or (b) become Lessor's property without payment to Lessee therefore. Unauthorized items will be removed and disposed of by Lessor at the Lessee's expense and risk.
- m) No person shall discharge oil, spirits, or flammable liquid, or oily bilge into the Marina area or into Lake Tarpon. Motor oil is hazardous material and must be disposed of in accordance with the US Environmental Protection Agency. New or used motor oil may NOT be deposited in Cobb's Landing waste receptacles. No repairs of vessels shall be permitted at the Ramp or in the Marina. Painting, scraping, or repairing of gear shall not be permitted on the main docks, catwalks, boardwalks, launching dock, finger piers, boat slips, ramp, or parking lot. If work must be completed on Lessee's vessel, Lessee is responsible for moving vessel to a designated service marina.
 - n) Laundry (clothing, towels, etc) shall not be hung on vessels, any docks or walkways, or finger piers at Ramp or Marina area.
 - o) Violation of rules and regulations, disorder, depredations, or indecorous conduct by Lessee, their family or their invited guests, that might cause harm to other persons or property, shall be deemed cause for removal of vessel and termination of this contract.
 - p) In the event of a tropical storm warning or hurricane warning, it is the responsibility of the boat slip Lessee to make arrangements for the safe removal or supplemental mooring of their vessel, and to protect against any damage to the Marina Facility from their vessel.
 - q) The Association shall not be liable for the care or protection of the vessel (including her gear, equipment, and contents) or for any loss or damage of whatever kind or nature to the vessel, her contents, gear, or equipment whether due to the sole negligence of the Association or otherwise. EACH LESSEE SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AGAINST ANY LOSS, COST, SUIT, OR CLAIM ARISING OUT OF THE USE OF BOAT SLIPS OR ANY HANDLING OF THE VESSEL IN CONNECTION THEREWITH INCLUDING ANY ATTORNEYS' FEES INCURRED BY THE ASSOCIATION, AND INCLUDING SITUATIONS WHERE THE LOSS OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE ASSOCIATION.
 - r) All water hoses not in use shall be turned off and coiled on racks provided.
 - s) Boat slip Lessees shall be required to register their one vessel with the Association, providing the following information: (a) vessel name; (b) home port (c) registration number; (d) State; (e) hull, type, propulsion, and fuel identified; (f) overall length; (g) beam; (h) draft; (i) motor HP and type; (j) make of vessel; (k) year built; (l) color; (m) owner name, email, address, and phone number – local and emergency; (n) if different from owner, captain's name, address and phone number - local and emergency; (o) liability and hazard insurance carrier name(s), agent name(s), and phone number(s); and (t) emergency contact name, and phone number(s). Lessee shall permit no other vessel or thing whatsoever to occupy the Marina Space or use the Facility.
 - t) Houseboats shall not be permitted at the Marina.
 - u) Lessee and their guest(s) agree to conduct themselves in a manner that will not interfere with other vessels or the normal business operation of the Marina. Noise shall be kept to a minimum at all times. Respect must be given to others as to language, actions, and noise. Boat slip Lessees shall use discretion in operating engines, generators, radios, television sets, etc. so as not to create a nuisance or disturbance. The use of mechanical tools on vessels is prohibited (saws, buffers, sanders, etc.). Lessee agrees not to idle the vessel in gear while tied at the dock.
 - v) No persons shall be allowed to live on board any vessel for any period of time.
 - w) No portable, floating, or permanent dry-docks, davits, or similar devices will be permitted in boat slips at any time during the course of this contract. The Board solely approves a

free-standing, independent in-water boat lift in the lessee's leased boat slip if notice is given to the board in advance of any installation with lessee affirming their understanding and agreement that all contract conditions intend to be met by lessee, and on condition that all boat lift regulations attached to this contract will be fully and strictly adhered to by lessee. Any electrical and installation work must be done by a licensed and bonded professional. Lessee is legally and solely responsible for any and all personal harm or property damages caused by having or maintaining a boat lift in their slip space. Failure to comply with any or all of the regulations set forth in attached boat lift amendment will breach this contract, and as result the lessee will receive written violation notice to comply within 15 days or else remove the boat lift as not being in compliance of this contract. Decisions of the Board shall be final.

- x) The Lessee is obligated to provide his/her own mooring lines of proper size and condition to safely secure vessel. At least three and preferably four lines should be carried aboard for docking. A bow line to secure the bow; a stern line to secure the stern, and at least one spring line to reduce fore-and-aft movement. If Lessee's mooring lines fail for any reason, the Lessor reserves the right, but not the obligation, to replace inadequate lines at the Lessee's expense. ALL damage caused by Lessee's vessel(s) or trailer(s) will be repaired by the Association and invoiced to the Lessee for payment. Lessee is solely responsible for securing their vessel and/or removing safely during all weather conditions, including severe storms.
- y) No animals (except for service dogs) are permitted on the Marina, docks, catwalks, boardwalks, launching dock, finger piers, boat slips, or Ramp area. Notwithstanding the foregoing, a resident may transport a dog to and from a boat in a carrier or on a short, hand-held leash solely for the purpose of allowing the dog to accompany the resident on the boat.
- z) No outside contractors are permitted in the Marina without specific written permission of Lessor.
- aa) Children 12 years of age and younger must be supervised by a capable person to watch for their safety and welfare while on the main docks, catwalks, boardwalks, launching dock, finger piers, boat slips, and anywhere in the Marina Park and Ramp area .

Association shall:

- a) Repair and maintain the facility, its launch dock area and lock hardware
- b) Engage contractors and materials for repair, additions to, or alterations of the Facility, even under circumstances when the repairs are caused by and payable by the Lessee.
- c) Make all Rules and Regulations for the Ramp Facility, Marina and Community Pier.

6. Removal of Vessel. Lessee shall have the exclusive responsibility to remove or relocate Lessee's vessel when requested by Lessor. If Lessee fails to do so when requested by Lessor, or in the event of any emergency affecting Lessee's vessel or other vessels or persons or property, the Lessor, in its sole discretion, reserves the right to move the vessel provided that the Lessor shall not be required to provide this service. In the event such service is provided, Lessee will be billed at the local prevailing rates for the service rendered and Lessee shall be required to pay all costs incurred by the Marina on the Lessee's behalf. Lessee shall indemnify and hold The Cobb's Landing Homeowners' Association, Inc. safe and harmless from any liability, injury, loss, or damage caused by or resulting to Lessee's vessel due to an emergency. It shall be the responsibility of boat slip Lessee to provide the Lessor with an address and phone number(s) where Lessee can be reached in case of emergencies. There shall be no rebate of Consideration for any temporary removal at Lessor's insistence unless Lessee shall be denied use of or access to the Facility and any alternative dockage there for a period exceeding thirty (30) days.

In the event that Lessee's vessel sinks in the Facility, Lessee authorizes the Association to raise or have Lessee's vessel raised at Lessee's sole risk and expense, without notice to Lessee. The Association, however, has no responsibility to do so.

7. Sounding. Lessee acknowledges the Association makes no representation nor assurance regarding the adequacy of water levels for ingress or egress. The Association is not responsible for damages or claims resulting directly or indirectly from low water levels.

8. Insurance. For the Term of the Lease, Lessee must maintain liability insurance upon its vessel in the minimum amount of \$300,000.00 (for bodily injury and property damage combined, single limit) and hazard insurance and **supply an insurance certificate to Lessor naming "Cobb's Landing Homeowners' Association, Inc." an additional insured, with an address: c/o Management and Associates, 720 Brooker Creek Blvd #206, Oldsmar, FL 34677.** Lessee shall be held fully responsible for any spill and/or pollution caused by its vessel and/or actions.

THE ASSOCIATION DOES NOT INSURE Lessee's vessel, equipment or other property in or about vessel against fire, theft or damage. During the term of this License Agreement, Lessee shall be responsible for any and all loss or damage to Lessee's property, by fire or other casualty, ordinary wear and tear, or from any other cause or circumstance that may occur. This includes docking collision, leaking on vessel, and damage done while docking or using the Ramp. Lessee is responsible for damage caused by Lessee, their guests, Lessee's vessel or any of Lessee's property. The Association is not responsible for theft or damage of any kind to the Lessee's vessel, its contents, gear, or equipment. The Association has made no warranty, expressed or implied, as to the condition of the parking lots, walks, ramps, common docks, main docks, catwalks, boardwalks, launching dock, finger piers, or boat slips or gear and shall not be responsible for injuries to person or property occurring thereon, even where this occurs in whole or in part from the negligence of the Association.

9. Indemnification. Throughout the Term, Lessee shall indemnify, defend, and hold harmless Lessor against and from any costs, expenses, including judgments and attorneys fees, liabilities, fines, suits, damages, all claims, demands, loss, damage liability lawsuits, causes of actions of any kind or nature or by anyone whomsoever, due to or arising out of (a) any default in observing, violation, or non-performance of any term, covenant, or condition of the Lease on the part of the Lessee to be observed and performed, (b) any damage to person or property occasioned by Lessee's use and occupancy hereunder or to any use or occupancy which Lessee may permit or (c) any injury to person or persons, including death resulting at any time therefrom, occurring in or about the Facility or Marina Space.

It is expressly agreed and understood by and between the parties to this License Agreement that the Lessor shall not be liable for any damage or injury from any cause which may be sustained by the said Lessee or other person to include the carelessness, negligence, or improper conduct of Lessor.

10. Vessel Registration Information. The information found in paragraph 11 is provided in connection with a Marina Space Lease between Lessor and Lessee. Lessee shall furnish to Lessor all changes in this information in writing, prior to receipt of which, Lessor may rely solely on the matters contained therein. Lessee attests that he/she is the owner of the vessel(s) and is currently a lot owner and resident of Cobb's Landing Community Association, Inc.

11. REGISTRATION INFORMATION

MAIN VESSEL:

VESSEL NAME: _____
HOME PORT: _____
REGISTRATION NUMBER: _____
STATE: _____

<u>HULL:</u>	<u>TYPE:</u>	<u>PROPULSION:</u>	<u>FUEL:</u>
☐ WOOD	☐ OPEN	☐ OUTBOARD	☐ GAS
☐ METAL	☐ CABIN	☐ INBOARD	☐ DIESEL
☐ FIBERGLASS	☐ AUX SAIL	☐ IN/OB	☐ OTHER
☐ OTHER	☐ PWC	☐ JET DRIVE	
	☐ PONTOON	☐ OTHER	
	☐ OTHER		

LENGTH	BEAM	DRAFT	MOTOR HP	TYPE
MAKE OF VESSEL				
YEAR BUILT		COLOR		

Owner Contact phone: _____
HOME CELL

Owner Contact email: _____

LIABILITY INSURANCE Carrier: _____
AGENT: _____ PHONE: _____

HAZARD INSURANCE Carrier: _____
AGENT: _____ PHONE: _____

Emergency Contact: NAME: _____ PHONE: _____

12. No Assignment. Lessee shall not assign its rights under this License Agreement. Lease shall not be subject to sublet, resale, gift, or other conveyance. All gate keys are the sole and permanent property of the Association, they do not convey to new home owners. Failure to comply shall subject Lessee to fine in the amount of all costs associated with re-keying Gate lock and purchasing replacement keys. Lessee is not permitted to substitute vessels, transfer vessel(s) between Boat Slips, or move an additional vessel into the Boat Slip without the specific written permission of the Lessor.

13. Attorney's Fees and Costs of Suit. In the event Lessor retains the services of an attorney in connection with this License Agreement, then Lessee agrees to pay all attorneys fees and costs of suit. Lessor shall have right of lien on the Lessee's vessel to secure payment of all amounts due to the Lessor from Lessee. Lessor shall have the remedies in Florida Statutes 328.17 for non-judicial sale of a vessel for non-payment of debts to a marina, in addition to all other remedies provided by law. Lessee agrees that the address at the beginning of this Lease shall be where notice of such non-judicial sale should be mailed, unless another address is provided to Lessor by certified mail.

14. Completeness. This License Agreement and Addendums attached thereto embody the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the parties hereto. However, the Lessor, in its sole and absolute discretion, can amend the Rules and Regulations from time to time, in writing. Said amended Rules and Regulations shall become binding on Lessee upon mailing by regular mail to Lessee at the address contained herein or other such address provided by Lessee.

15. Termination. Lessee's rights under this Lease shall terminate upon the first of the following to occur:

- a) Expiration of the Term.
- b) Lessee's relocation of residence from Cobb's Landing Community.
- c) Early termination is allowed if written notice is received by the current Board or property manager. The remaining money pre-paid for annual slip fee and or annual ramp usage fee will be refunded as of the date that ALL Gate and Ramp keys are finally returned and received by the property management company or a current CLCA board member. That date will be used for counting remaining days left in the prepaid contract for purposes of computing a refund for unused pre-paid days. Key deposits will be refunded as well if they are returned.
- d) Governmental action or other conditions rendering the Facility or Marina Space unusable by Lessee for the remainder the Term.
- e) Any breach or failure on the part of Lessee to fulfill any part of this License Agreement and the Rules and Regulations shall give Lessor the right and privilege of canceling this License via written notification. If Lessor terminates this License Agreement under these circumstances, all prepaid Consideration shall be forfeited by Lessee and shall not be refunded to Lessee. Upon termination of this License Agreement, Lessee is required to immediately remove its vessel and/or other equipment from the Boat Slip, remove decals, and return all key(s) within five (5) days. If Lessee fails to remove, in a timely manner, its vessel, and/or equipment from the Boat Slip or fails to return all key(s) at the termination of this License Agreement, Lessor shall have the option of:
 - i. moving and/or hauling the vessel and/or equipment to another location at the Lessee's expense and risk; and
 - ii. assess Lessee costs of re-keying Gate lock and purchasing replacement keys; and

- iii. to the extent applicable to Lessee's obligations under this lease, pursue any other remedy available under state/federal law.

This is a License Agreement revocable by the Lessor at any time. The parties agree either party may cancel this lease without cause by giving thirty (30) days written notice to the other party. All fees are paid on an annual basis and should the lease be terminated by Lessee, refunds of prepaid money for any unused days remaining on the term will be handled as indicated above in termination section 15 (c).

Either party may, at its option, cancel this or any subsequent Lease with Lessee if Lessor reasonably expects the Facility or Marina Space shall be unserviceable for a period exceeding thirty (30) days and Consideration shall be rebated prorata from the date of cancellation through the end of the then current term. Restoration to serviceability shall be at Lessor's sole option. Further, the Lease is conditioned upon Lessor's acquisition and maintenance of a Submerged Lands Lease with the State of Florida, and, further, is subject to all provision thereof applicable hereto.

16. Renewal of Term: So long as Lessee has abided by Lessee's obligations for the current Term and remains a Cobb's Landing (The Estates, This Pinnacle, The Sanctuary I, The Sanctuary II) owner-resident, Lessee may renew this Lease annually by:

- a) entering a new written Lease for an additional one-year Term with Lessor at least 30 days before the current Term expires, and
- b) depositing with Lessor, in advance of the further Term, the Consideration payable for said Term, and
- c) providing to Lessor, any changes to their Certificate of Liability and Hazard Insurance, as provided below, naming Lessor as an additional insured for further Term.

Consideration payable for any renewal of an additional Term shall be as established by Lessor's Board of Directors. The Association Board reserves the right to change the annual fees, deposits and gate key system at their discretion and to establish an equitable system for allocating the boat slips in the event that a waiting list is developed and renewals may be disallowed if the demand for the slips exceeds the available number of slips.

17. Association's Lease with State. This agreement incorporates all of the terms of the Submerged Lands Lease in effect between Cobb's Landing Homeowners' Association, Inc. and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and is conditioned upon the continuation of such Lease.

18. Governing Laws. This License Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

A Marina Usage License is not confirmed until the Lessor, or its Managing Agent, confirms receipt of a properly executed/signed License Agreement, Certificate of Insurance, Marina Gate key deposit and slip fee is paid in advance, payment in full of Ramp Gate Key deposit and annual Ramp Usage Consideration, if required, and the Lessee is officially assigned a slip number.

IN WITNESS WHEREOF, the parties have executed the date and year for the above written contract and additional documents:

Marina Slip License Agreement

Exhibit A: Boat Slip Map

Addendum 1: Boat Lift Regulations

Addendum 2: Boat Safety Guidelines

Addendum 3: Cobb's Landing Marina Community Pier, Boat Slips, Ramp and Park Rules and Regulations

Lessor: Cobb's Landing Community Association, Inc. Date: _____

By: _____
Authorized Agent for Cobb's Landing or Board president Print Name

Lessee: Resident(s) Date : _____

By: _____
Signature Print Name

By: _____
Signature Print Name

Lessee affirms they are a current resident(s) of: The Estates, The Pinnacle, The Sanctuary I, or The Sanctuary II, neighborhoods within Cobb's Landing, and member in good standing of the Cobb's Landing Community Association.

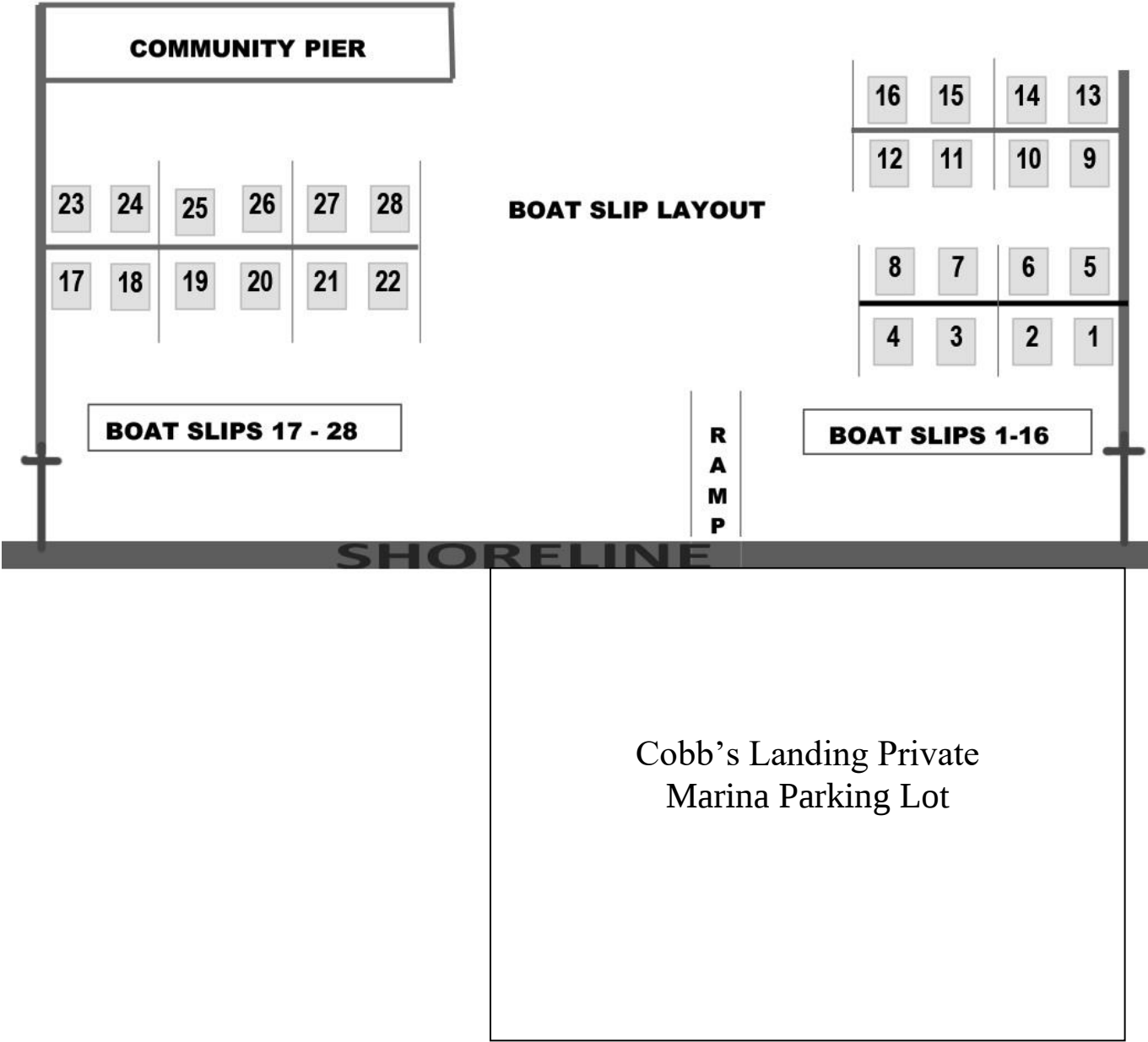
EXHIBIT A
BOAT SLIP MAP



Cobb's Landing Community Association

Marina Boat Slip Numbering Map

Slips are available on a first come, first served basis. Water depth will vary amongst slips and according to Lake Tarpon water levels at any given time. Cobb's Landing has no obligation to provide water depths suitable for every boat. Resident assumes all responsibility for boat slip suitability to their personal watercraft or boat.



ADDENDUM #1
BOAT LIFT REGULATIONS



Cobb's Landing Community Association

Marina Boat Lift Regulations

1. Only vertical Boat lifts will be allowed at the Marina, and the lift must be a temporary, independently secured structure, not attached to the Marina pier, dock or any of its structures.
2. The boat lift must fit into the lessee's assigned boat slip without hitting or rubbing the dock, and without extending beyond the posts for that slip (not guide post pilings).
3. Boat lifts must not measure higher than 10 feet as measured upward from the surface of the boat slip pier.
4. Only flat (not curved) canvas tops are permitted, and provided they do not make the entire structure exceed the maximum ten foot height restriction. Per Pinellas code, no sides are permitted whatsoever. All sides must be fully open, nothing can be hanging down.
5. Any additional costs, permits or requirements by the State of Florida or Pinellas County are the responsibility of the boat slip lessee to obtain, complete, and satisfy, not Cobb's Landing.
6. Boat lifts must be installed using properly licensed and insured electricians and installation companies, and all costs for installing, maintaining, and removing shall be the sole responsibility of the boat slip lessee.
7. All boat lifts **MUST** be removed by the lessee at their expense upon the terminating the boat slip lease, or full removal costs incurred by Cobb's Landing will be charged back to the lessee vacating the boat slip. Any boat lifts not removed after 30 days termination will be considered abandoned property.
8. The boat lift must be kept in good working order and appearance at all times.
9. The lessee has full responsibility for any physical or personal damages involving the boat lift and/or boat itself. Lessee's is required to have full insurance covering both their boat and boat lift.
10. If at any time, Cobb's Landing needs to replace, repair or renovate the pier or pilings, the boat slip owner will bear the cost of temporarily moving the boat lift out of the way should that be necessary.

ADDENDUM #2
BOAT SAFETY GUIDELINES



Cobb's Landing Community Association

Boat Safety Guidelines to Prevent Damage to Your Boat and the Community Marina

Damage frequently occurs as the result of improper placement and /or maintenance of mooring lines by boat owners. Lines wear out, they need to be inspected and replaced as warranted. Lines are often not sized correctly to keep the boats from hitting the docks during inclement weather.

Boat owners might also consider using rubber side bumpers off of the sides facing the dock also to further protect the boat and dock. Unfortunately failure to remove and relocate boats from marina during severe rain and wind storms / tropical events can result in damage to boats and marina.

Each boat owner is legally responsible for all damages and repairs caused by their boat to the Community pier. Therefore extra attention to proper mooring is recommended, especially when severe weather is forecast.

- Boats moored at the marina should be tied up with two lines each at the stern and bow, port and starboard sides, to provide for redundancy if one line would break.
- Boats should be tied to piling in lieu of cleats. Piling will provide more protection against significant tension pullout forces in rough weather.
- Boaters should use minimum 5/8 inch boaters' dock line, preferably 3/4 inch.
- Consider rubber side bumpers as extra protection.
- When extreme storms are forecast, remove your boat from the Marina to a safer facility.

ADDENDUM #3

Cobb's Landing Marina Community Pier, Boat Slips, Ramp and Park Rules and Regulations

Cobb's Landing Community Association reserves the right to issue rules and regulations and amendments thereto as deemed necessary from time to time. Residents, their families and guests, using the Marina park, Community Pier, Marina ramp, Marina facilities and/or leasing boat slips shall strictly abide by all rules and regulations or Cobb's Landing Board shall have the right to cancel or suspend their usage rights in the Facility and Marina Space. Residents leasing boat slips and/or using ramps are referred to as Lessees. Cobb's Landing Community Assoc. is referred to as the Lessor.

All Residents, Community Pier visitors, Boat Slip Lessees, and Ramp Lessees shall at all times, use the Pier, Ramp, Boat Slips and surrounding Marina park facilities in accordance with the Rules and Regulations, as set forth at length herein:

- For the safety and welfare of residents and guests, the hours for use of Community facilities are sunrise to sunset. The Board is authorized to extend use of facility hours for Community sponsored social events. Walking leashed dogs or walking to and from homes is not considered "use of Community facilities". Tennis court hours are 8am to sunset.
- Children 12 years of age and younger must be supervised by a capable person to watch for their safety and welfare while on the main docks, catwalks, boardwalks, launching dock, finger piers, boat slips, and anywhere in the Marina Park and Ramp area.
- Only residents (and guests present with them) with authorized, assigned Marina gate keys are allowed to enter the Marina piers.
- No animals (except for service dogs) are permitted on the Marina, docks, catwalks, boardwalks, launching dock, finger piers, boat slips, or Ramp area. Notwithstanding the foregoing, a resident may transport a dog to and from a boat in a carrier or on a short, hand-held leash solely for the purpose of allowing the dog to accompany the resident on the boat.
- THERE SHALL BE NO SWIMMING, DIVING, OR FISHING PERMITTED FROM THE SHORELINE ALONG THE LAKE, MAIN DOCKS, CATWALKS, BOARDWALKS, LAUNCHING DOCK, FINGER PIERS, BOAT SLIP AREA OR VESSELS WHILE IN MARINA AREA, RAMP AREA OR WITHIN THE COMMUNITY PARK AREA ADJACENT TO THE MARINA SPACE OR RAMP SPACE.
- Fishing is SOLELY permitted within the confines of the 85 foot long by 15 foot wide large observation deck built on the new Community Pier designed for such purposes of fishing, viewing and enjoying the lake. Fishing is prohibited along the Cobb's Landing park shoreline of Lake Tarpon, anywhere on the East pier and entrance ramp, on any catwalks, boardwalks, launching dock, finger piers, and boat slips. Swimming, diving, or jumping into water is strictly prohibited in all areas and on all Marina walkways, platforms, and Common areas by residents, their families and guests.
- No cleaning of fish is permitted anywhere in the Marina or Park, including all marina walkways and platforms, the Cobb's Landing Common Park areas, and Ramp areas.

- Charcoal fires or open flames of any type will not be permitted on the main docks, catwalks, boardwalks, launching dock, finger piers, boat slips, on the vessels, or in the parking lot.
- No key(s) issued to Resident members or lessees shall be duplicated, shared with other residents, or given to non-residents. Should evidence of duplication or sharing or misuse become known, Lessor has the option to terminate Lessee's Boat slip contract, Ramp Usage contract and /or Community Pier key contract.
- Residents with keys shall not allow Marina or Ramp gates to remain open, and immediately after each entrance and exit shall close and lock the gate.
- In the interest of maintaining the Facility in a safe, sanitary and aesthetically pleasing manner, refuse shall not be thrown into Lake Tarpon from land or vessel, nor allowed to remain in the Ramp or Marina area. Trash must be deposited in dockside trash containers or removed and taken away by Residents and/or their invitees.
- Violation of rules and regulations, disorder, depredations, or indecorous conduct by residents using and enjoying the Community pier, including their family or their invited guests, that might cause harm to other persons or property, shall be deemed cause for breach of contract and will result in an immediate 60 day suspension of their rights to use the pier.
- Residents and their guest(s) agree to conduct themselves in a manner that will not interfere with other vessels or the normal business operation of the Marina. Noise shall be kept to a minimum at all times. Respect must be given to others as to language, actions, and noise. Boat slip Lessees shall use discretion in operating engines, generators, radios, television sets, etc. so as not to create a nuisance or disturbance.
- Vessels and personal water pleasure-craft are prohibited from being moored, launched or parked at the Marina except those authorized by signed contract with Cobb's Landing for use of the Ramp and/ or the Boat slips.
- No person shall willingly or mistakenly dispose of trash of any kind (including solid or liquid), including but not limited to glass, plastic or paper goods, all food and drinks, fishing hooks or fishing lines, clothing, flammable liquid, or oil into Lake Tarpon. All trash must be promptly and properly removed from the Marina piers, docks, and decks.
- Laundry (clothing, towels, etc.) shall not be hung on vessels, nor any docks or railings, walkways, or finger piers at Ramp or Marina area.
- In the event of a storm, tropical storm warning or hurricane warning, it is the responsibility of the residents and their guests to heed warnings and vacate the area immediately for their own safety.
- The Association shall not be liable for any loss or damage of whatever kind or nature to the contents, supplies, products or equipment temporarily brought by residents or their guests while using the pier, or stored in their personal boats, whether due to the sole negligence of the Association or otherwise.
- All water hoses not in use shall be turned off and coiled on racks provided.