

**ASSIGNMENT OF RIGHT TO BOAT SLIP LICENSE
RIVERPLACE AT SUMMER BEACH POA ("ASSOCIATION")**

The undersigned, _____ ("Assignor"), owner of the residence located at _____ Spring Tide LN, Fernandina Beach FL (Residence") for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, hereby transfers to _____, the purchaser(s) of the Residence ("Assignee"), all of Assignor's rights under that certain Boat Slip License Agreement between Assignor and the Association, dated _____ for use of dock slip number _____ (the "Slip) within the development known as RiverPlace at Summer Beach located in Nassau County, Florida.

Assignee acknowledges that upon receipt of (a) the notice of assignment in the form attached hereto as Exhibit A, and (b) this executed transfer agreement the Association will grant Assignee a new license, in the form attached hereto as Exhibit B, for the use of the Slip.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on the date set forth below.

Assignor

Assignor

Print Name

Print Name

Date: _____

ACCEPTANCE OF ASSIGNMENT

The undersigned, _____("Assignee"), hereby accepts the Assignment as described above and have executed this Acceptance of Assignment on the date set forth below.

Assignee

Assignee

Print Name

Print Name

Date: _____

EXHIBIT A

**NOTICE OF ASSIGNMENT OF BOAT SLIP LICENSE AGREEMENT
RIVER PLACE AT SUMMER BEACH**

To: RIVERPLACE AT SUMMER BEACH PROPERTY OWNERS ASSOCIATION ("Association")

The undersigned, _____ ("Assignor"), owner(s) of the residence located at _____ Spring Tide LN, Fernandina Beach, FL ("Residence"), pursuant to the requirements of that certain Boat Slip License Agreement between Assignor and the Association, dated effective _____ (the "License") for use of dock slip number ____ within the development known as RiverPlace at Summer Beach located in Nassau County, Florida, hereby gives notice to the Association that Assignor has sold and assigned to _____ ("Assignee"), who has purchased the Residence, all of Assignor's right, title, and interest in and to the License.

Assignor hereby requests the Association to issue a new slip license to the Assignee.

IN WITNESS WHEREOF, Assignor has executed this Notice on the date set forth below.

Owner

Co-Owner (if applicable)

Date: _____

EXHIBIT B

BOAT SLIP LICENSE AGREEMENT AND DOCK POLICY RIVERPLACE AT SUMMER BEACH PROPERTY OWNERS ASSOCIATION, INC

This BOAT SLIP LICENSE AGREEMENT ("License Agreement") is made this _____ day of __, _____, by and between
RIVERPLACE AT SUMMER BEACH PROPERTY OWNERS' ASSOCIATION, INC. (the "Association")
and

("Owner").

RECITALS

- A. RiverPlace at Summer Beach is a residential community (the "Community") with Common Property. The Common Property includes a dock with ten (10) slips for the storage of boats. The Association holds legal title to all Common Property, including all boat slips in or attached to the Community. The slips are licensed for sole use to certain Owners within the Community.
- B. The Community is governed by that certain Declaration of Covenants, Conditions, Restrictions and Easements for RiverPlace at Summer Beach recorded in the Official Records Book 1183, Page 1734, of the public records of Nassau County, Florida as Amended and Restated by the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for RiverPlace at Summer Beach duly adopted and recorded in the Official Records Book 1830, Page 524, of the public records of Nassau County, Florida and as may be further amended from time to time (the "Declaration").
- C. Owner is the owner of the residence located at _____ Spring Tide LN, Fernandina Beach FL (the "Residence").
- D. In connection with the purchase of the Residence the prior owner assigned to Owner of all of the prior owner's rights and privileges under the boat slip license agreement then in force between the prior owner and the Association and requested that a new license be granted to the Owner.
- E. The Association is responsible for the operation and maintenance of the dock and all slips contained therein (collectively the "Dock") and executes this License Agreement consistent with the Declaration, and consistent with the rules and regulations approved by the Association's Board of Directors, which rules and regulations, as they may be changed from time to time, are incorporated by reference into this License Agreement.
- F. For purposes of this License Agreement, "Slip" is defined as the metal platform, cable, hoist and motors, including all associated mechanical and electrical components needed to operate the lift, located in, and included with a specific space with relation to the dock, identified by a "slip number" herein and as shown on the attached diagram of the dock (Attachment A).

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which are hereby acknowledged, the parties agree as follows:

1. **GRANT OF LICENSE.** The Association hereby grants, conveys and sets over onto Owner, their successors and assigns, a license for the use of dock slip number ____ (the "Slip") for Owner's exclusive use, subject to the terms of this License Agreement, the Declaration, and the rules and regulations of the Association, as may be amended from time to time. This License Agreement grants permission for docking the Owner's personal pleasure boat.

(a) In no event shall such boat exceed the weight limit posted on the slip. No use shall be made of the slip or dock which will consist of a nuisance to other Owners, the Association or other license holders. In no event may any slip be used by any person or entity other than an Owner or the Association. No use shall be permitted and there shall be no leasing of the slip to anyone other than an Owner. Parcel Owners or residents desiring to use a motorized vehicle on the dock and walkway are assessed an annual dock vehicle use fee by the Association. The maximum weight for such vehicles is 1,000 lbs. With the prior written consent of the Association, Licensee may install one reasonably sized storage locker on the dock.

(b) Licensee shall comply with the rules and regulations for the Dock and Slips as approved from time to time by the Association Board of Directors (the "Board"). The policies and regulations stated herein are subject to change by the Board of Directors of the Association and Licensee agrees to comply with any such changes.

2. TRANSFER OF LICENSE INTEREST ASSOCIATED WITH THE SALE OF OWNER 'S RESIDENCE:

(a) At such time as the Owner sells or otherwise conveys or transfers title to the Residence, Owner shall offer to transfer Owner's rights to the use of the Slip to the purchaser of the Residence, which transfer shall be on such monetary terms and conditions as the parties may agree. The transfer shall be pursuant to the Assignment of Right to Boat Slip License ("Assignment") then in effect. In the event that the purchaser of the Residence does not accept such transfer, the Owner may transfer Owner's rights to the use of the Slip to another Owner within the Community, which transfer shall be on such monetary terms and conditions as the parties may agree. The use rights of the transferee shall be subject to the terms and conditions of the License Agreement in effect at the time of transfer, the Declaration, and the rules and regulations of the Association, as in effect from time to time. At such time as the Owner assigns his rights to the use of the Slip as permitted hereunder, the Owner shall, within ten (10) days of such transfer, give written notice of such transfer and a copy of the Assignment to the Association. Such notice shall be given using the Notice of Assignment of Boat Slip License Agreement then in effect (the "Notice"). Upon receipt of the Notice the Association and the transferee shall enter into a new license agreement using the License Agreement form in effect at that time.

(b) If the Owner is unable to transfer Owner's interest in the use of the Slip to another Owner within the Community, then at such time as the Owner conveys or transfers title to its Residence, the Owner's interest in the Slip shall automatically revert to the Association at no expense to the Association (with any charges, fees or expenses being paid by the Owner, including but not limited to any costs for repairs to the Slip that have not been paid through the Use Fee, any delinquent Use Fees, and any fines that might have been levied by the Board related to violation of rules and regulations related to the Slip).

(c) The transferee shall pay a transfer fee to the Association, in an amount that shall be set by the Board from time to time (the "Slip Transfer Fee").

(d) Any amount charged by the Association for the transfer of the Owner's interest in the use of the Slip as permitted in this License Agreement and any amount charged by the Owner upon the permitted transfer of his interest in the use of the Slip to any other Owner in the Community shall be subject to the terms and conditions of their respective purchase and sale agreements and shall be governed by the Declaration. Provided that in all events, the use of the Slip, irrespective of the manner in which it is transferred, shall be subject to the terms of the License Agreement entered into by the Association and the transferee, the Declaration, and the rules and regulations of the Association as in effect from time to time.

3. TRANSFER OF LICENSE AGREEMENT TO ANOTHER OWNER: At any time during a Owner's ownership of the Residence, the Owner may transfer his rights to the use of the Slip to another Owner in the Community. The transfer shall be pursuant to the Assignment form then in effect. Upon such transfer, the Owner shall within ten (10) days of such transfer give the Notice to the Association. Upon receipt of the Notice the Association and the transferee shall enter into a new license agreement, using the License Agreement form

in effect at the time of transfer. If Notice is not given to the Association by the Owner within ten (10) days of such transfer, the Association may refuse to allow the transfer, and the License Agreement with the Owner will remain in effect until it is later transferred or terminated as per the terms of this License Agreement.

4. DEFAULT AND TERMINATION BY ASSOCIATION: If, at any time, the Owner violates any term of this License Agreement; or fails to perform any required action within the time frame specified within this License Agreement, the Declaration or the rules and regulations; or fails to make any payment as set forth in this License Agreement, including but not limited to Use Fees, Slip Transfer Fees, and fines levied by the Board related to Owner's violation of any rule or regulation related to the Slip, the Association may declare the License Agreement in default. In all cases of default, the Association shall give written notice of such default to the Owner at the address of the Residence and if the Owner does not cure such default within ten (10) days from the date of such notice, then the Association may terminate this License Agreement. Such termination shall not relieve the owner from any financial obligations then existing, including but not limited to any costs for repairs to the Slip that have not been paid through the Use Fee, any delinquent Use Fees, and any fines that might have been levied by the Board related to violation of rules and regulations related to the Slip.

This License Agreement shall be automatically terminated upon the execution of a new License Agreement for the Slip between the Association and the new Slip licensee, or upon the sale of the Residence by the Owner.

In the event this License Agreement is terminated and a new License Agreement is not made effective immediately, the Association will assume all the rights and obligations related to the Slip from that time until the effective date of any subsequent license agreement made between the Association and another Owner.

In any event of a transfer or termination as provided in this License Agreement, the Owner shall have no right to recover any payment made by Owner previously for purchase or transfer of a boat slip license, for payment of fines levied by the Association related to the Slip, or for any Use Fees paid by the Owner.

5. RESTRICTIONS ON TRANSFER: In no event may a license to use a Slip be granted by any person other than the Association. Sublicensing or leasing of the Slip is not permitted.

6. MAINTENANCE / REPAIRS:

a. The Association shall be responsible for required maintenance and repair of the dock pilings, catwalk and pier forming or adjacent to the Slip (except that if damage to any one or more of such structures is caused by one or more acts or omissions or negligence of Owner or Owner's guests or invitees, Owner shall bear the cost of such repairs). Licensee shall make no additions or changes in the pilings, catwalk or dock and shall not install any lights, hoists sheds or covers, without gaining approval from the ARB. Licensee shall keep the Slip in good condition and upon termination or transfer of the License Agreement deliver the Slip in good condition.

b. The Association shall cause needed repairs to be made to the Slip based upon the results of periodic inspections or notification from Owner that such repairs need to be made. The Property Manager will contract for annual slip inspection and maintenance required due to normal wear and tear of the slips. Licensee shall ensure that property manager and any contract has complete access to the lift control mechanisms for such inspections and repairs. No notice is required by property manager for visual inspections.

c. If in its sole discretion, the Association determines that any repairs to the Slip, lift mechanism, dock pilings, catwalk or dock require the removal of the boat from the Slip, Owner shall remove the boat at Owner's cost. Failure to do so shall constitute a default under this License Agreement, subject to terms of Default and Termination included in Section 4 of this License Agreement. The Association shall be permitted to pass along the replacement costs directly to any Owner whose Slip requires complete replacement of the lift mechanism.

a. Licensee shall immediately, upon request of the Property Manager or Board of Directors, remove the boat if in the sole discretion of the property manager and Board of Directors, inclement will likely impact the Dock and Boat Slips. For purposes of this section, "inclement" weather includes, but is not limited to Hurricanes, Tropical Storms, Gale Force Winds, Tornado Warnings or any severe storm warning that includes a warning associated with rising water or strong winds. Mandatory removal of the boat is required if the sustained winds are in excess of 50 mph. If Licensee fails or refuses to remove their boat, the Association may cause the removal of the boat at the Licensee's expense and risk. If the boat is not removed in violation of this Agreement, Licensee shall indemnify and hold harmless the association for any damages, claims, or losses associated with the breach of this provision including the Association's attorney fees and costs.

7. USE FEE:

b. The Association may charge each slip licensee a Use Fee (the "Use Fee") as specified in the Dock Policy, that is sufficient to cover a share of the cost of:

- i. the Association's property management and legal fees, taxes, proportional insurance charges for the dock, bank service charges and office supplies.
- ii. the Association's electric and water utility costs associated with the dock.
- iii. the charges for periodic slip inspection and routine lift mechanism maintenance and upkeep.
- iv. the cost of repairs and replacements of lift mechanism components, including complete replacement of lift mechanisms.

c. If at any time the Owner fails to pay such Use Fees or assessments as established from time to time by the Association, the Association shall have the right, in addition to any and all other rights for failures to pay assessments due under the Declaration, to terminate this License Agreement and all rights to use the Slip, in the manner more fully set forth in paragraph 4.

8. REGISTRATION: The Owner covenants and agrees with the Association that any boat placed in the boat slip will be registered, identified, marked, equipped and maintained as required by the laws of the State of Florida.

9. INSURANCE / INDEMNITY: The Owner shall maintain liability insurance no less than 300,000 on the Slip to insure against any and all losses arising from or in connection with any acts or negligence on the part of the Owner, Owner's guests, invitees or employees on or about the Dock or the Slip. In consideration of the grant of this license, Owner agrees to indemnify and hold the Association harmless from and against any and all claims, loss, and damage incurred by the Association arising from or in connection with any and all acts or negligence on the part of the Owner, his or her guests, invitees or employees. Written proof of insurance must be provided to the Property Manager when the License Agreement is signed or transferred and such insurance coverage must be annually renewed and maintained in full force and effect. Licensee shall require its insurance carrier to issue an endorsement to the insurance policy naming the Association as an additional named insured under the policy of insurance.

10. ATTORNEYS' FEES: In the event that any party brings an action to enforce its rights under this License Agreement, the prevailing party in such action shall be entitled to be reimbursed for its costs and attorneys' fees, whether incurred before or at trial, on appeal, in bankruptcy or in post judgment collection **and in all proceedings to determine entitlement and amount of attorney fees.**

11. GOVERNING LAW: This License Agreement shall be governed by the laws of the State of Florida and venue for any disputes shall be Nassau County, Florida.

12. AMENDMENTS: There shall be no amendment to this License Agreement unless signed in writing by

the Owner and the Association.

IN WITNESS WHEREOF, the undersigned set their hands and seals as of the date first above written.

By: _____
Owner

By: _____
Authorized Association Signatory

By: _____
Owner

Print Name (s)

Print Name

ATTACHMENT A

