WATERSIDE AT ADMIRAL'S COVE CONDOMINIUM ASSOCIATION, INC.

HARBOR HOME - DOCK LICENSE AGREEMENT

This Harbor Home Dock License Agreement is entered into this _____ day of _____, 20__, by and between **ADMIRAL'S COVE MASTER PROPERTY OWNERS ASSOCIATION, INC., ("POA")** having an address of 200 Admirals Cove Blvd., Jupiter, Florida 33477 and WATERSIDE AT ADMIRAL'S COVE CONDOMINIUM ASSOCIATION, INC. ("Condo Association") having an address of 200 Admirals Cove Blvd., Jupiter, Florida 33477 (Condominium Association and Master Association are hereinafter sometimes collectively referred to as "Associations") and _____ ("Owner") having an address of _____.

Whereas, Owner is the owner of a certain condominium parcel within Admiral's Cove ("Admirals Cove") in Jupiter, Florida, legally described as:

Parcel No._____ of Waterside at Admiral's Cove, a Condominium ("Condominium") according to the Declaration of Condominium recorded in Official Record Book 6254, Page 704 Public Records of Palm Beach County, Florida, as amended, ("Unit"); and

Whereas, Master Association is the owner of the saltwater waterways within Admiral's Cove and charged with the control thereof pursuant to the Master Declaration of Covenants, Restrictions and Easements for Admiral's Cove recorded in Official Record Book 5052, Page l040 Public Records of Palm Beach County, Florida ("Master Declaration"); and

Whereas, Condominium Association is the condominium association for the subject Condominium which regulates the use of the common elements of the Condominium; and

Whereas, Owner desires to own, and maintain a mooring, piling, pier or dock ("dock") on a portion of the common elements of the Condominium, which dock shall extend into a portion of the salt waterways of Admiral's Cove; and

Whereas, Associations have agreed to grant to Owner the right to own, use, and maintain such dock and related facilities on a portion of the common elements of the Condominium, and extending into such waterways provided Owner complies with the terms and provisions of this Agreement.

Now therefore, in consideration of the mutual covenants and obligations contained herein, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The above facts are true and correct.

2. Grant of License. Associations hereby grant unto Owner the right to own, use and maintain a dock together with an easement for the installation, use and maintenance of necessary water and electricity lines to said dock in accordance with the site plan attached hereto and made a part hereof as Exhibit "A", subject to the terms and provisions set forth herein. The license granted herein is a non-exclusive, personal, and revocable, privilege to construct, maintain and use the dock and is not a grant of an interest or share in the Master Association's right, title or interest in the waterways of Admiral's Cove, or Condominium Association's or any unit owners' of the Condominium ("unit owners") right, title or interest in any of the Condominium property. It is understood that the dock shall consist of _____ slips and that Associations shall have the right to enter into license agreements with other unit owners of the Condominium for such other slips; such licensees who have a valid Dock Licensee Agreement with Associations shall hereinafter be referred to as "other licensees". All licensees of the

dock shall hereinafter be referred to as "licensees". It is the intent that such licensees shall have equal ownership interests in such dock subject to payment of each licensee's proportionate share of the cost of the construction and installation of such dock to the licensee(s) (if any) who shall have originally advanced the funds for such construction and installation.

3. Term. This license shall remain in effect until the earlier of the following:

a. termination as set forth herein, or

b. upon the sale or transfer by deed or otherwise of legal or equitable title to the Unit or any interest therein. Notwithstanding anything herein to the contrary, Associations hereby agree that upon the sale or transfer by deed or otherwise of the Unit, provided this Agreement is in good standing and Owner is not in default hereof, the transferee (including a foreclosing mortgagee of the Unit or good faith purchaser at a foreclosure sale) shall automatically be entitled to the continued use of this license, and maintain the dock, upon execution by such transferee of a new license agreement under the terms, conditions and rules then regulating the use of such license. In the event such transferee of the Unit is unwilling to execute a new license agreement for the use of the dock as aforesaid, Owner shall have the right, subject to the prior written consent of Associations, to designate the owner of another Unit in the Condominium to whom Owner wishes to transfer its rights under this License. If such other unit owner is approved as aforesaid, he or she shall, upon execution of a new License Agreement, succeed to Owner's interest in the dock. Associations shall be entitled to charge a reasonable fee for the preparation of each new License Agreement and for the approval of each licensee.

4. Dock. The lease location, size, design, appearance, construction and builder of the dock together with detailed plans and specification for such dock and the utilities servicing said dock, shall be subject to the prior written approval of the Architectural and Design Review Committee of the Master Association ("the ADR") in accordance with the requirements of the Master Declaration and rules and regulations of the Master Association. Construction of the dock may not commence until such time as the ADR has issued its written approval of the location, size, design, appearance, construction, and builder of the dock and the plans and specifications for such dock and utilities. No dock may extend into the sixty (60) foot navigable channel of the adjacent waterway. Each dock shall be required to have electrical and water service to such dock. Each dock must have installed at least one light fixture as prescribed by the ADR. Such light fixture(s) shall be kept in good working order and such lights shall be kept on from dusk to dawn each day.

5. Permits. Prior to commencement of construction of the dock, Owner shall at its sole cost and expense obtain all necessary governmental and quasi-governmental approvals, permits, and licenses necessary for the construction and maintenance of such dock. Copies of all such approvals, permits and licenses shall be submitted to Associations and the ADR for their records.

6. Costs. Owner shall be responsible for and pay all costs of construction of the dock together with all facilities and improve necessary or appropriate to service same, and all utilities servicing same, together with all costs of use, maintenance, repair and replacement thereof and all utility fees and charges including the installation and metering thereof. Owner shall also pay or reimburse Associations for all taxes assessed, if any, with respect to such dock. Owner shall also pay or reimburse Associations for all costs and expenses incurred as a result of the construction, maintenance, and use of the dock, common elements of the Condominium, and the waterways of Admiral's Cove. Owner shall have the right to share all costs and expenses related to the dock with the other licensees. However, each such licensee shall be jointly and severally liable for all costs and expenses thereof.

7. Utilities. Owner shall promptly pay when due all utility charges for the dock.

a. The dock shall have its own electrical meter in the name of Condominium Association. Owner shall pay to Condominium Association its proportionate share of all service and other charges for electrical service to the dock. Owner's proportionate share be equal to a fraction, the numerator of which is one, and the denominator of which is the number of slips comprising the subject dock which are subject to a License Agreement with Associations.

b. The dock shall be serviced by one master water meter which shall be in the name of the Condominium Association. Owner shall pay to Condominium Association its proportionate share of all service and other charges for water service to the dock. Owner's proportionate share shall be equal to a fraction, the numerator of which is one and the denominator of which is the total number of slips comprising all of the docks that are subject to Harbor Home Dock License Agreements with Associations.

c. Owner shall pay all utility charges quarterly in advance, except as otherwise required by Associations. Such charges shall be based on the Condominium Association's good faith estimate of such charges. Payment shall be made within l0 days from billing date. Each billing shall include an adjustment for the previous billing based upon actual invoices for such services. All unpaid bills shall accrue interest at the rate of l8% per annum.

d. Owner shall promptly pay its proportionate share of all such utility charges regardless of whether or not Owner connects to such utilities or utilizes such utilities.

e. Such water and electrical charges shall not be deemed a common expense of the Condominium Association or Master Association, but rather an expense of Owner and the other licensees.

8. Maintenance. Throughout the term of this Agreement, Owner shall at its sole cost and expense maintain the dock in good and well kept condition. All repairs to the dock shall be in accordance with the approved plans and specifications for such dock. Any replacement of the dock shall be subject to the prior written approval of the ADR as determined solely by the ADR.

9. Use.

a. The dock is for the private use by the Owner and other licensees of the dock, but in no event more than four (4) such licensees per dock. The dock shall not be used for any commercial purposes whatsoever, other than is authorized in subparagraphs. The use of the dock shall be such that it does not interfere with the adjacent unit owners' or other unit owners' in Admiral's Cove, reasonable use and enjoyment of property. Owner shall not cause or permit any nuisance, waste, or hazardous activity or condition to exist on, or adjacent to the dock or waterways of Admiral's Cove. No person shall be permitted to live or reside on a boat or vessel at the dock or to perform hull maintenance or repair work on any boat or vessel at the dock.

b. Subject to prior written approval by Association, Owner may lease his dock to another property owner **within Condo Association**. Associations may adopt reasonable rules and procedures concerning such leases and required application forms.

10. Rules and Regulations. Owner agrees to comply with all rules and regulations now and hereafter promulgated by Associations and the ADR, including but not limited to the terms and conditions of the Master Declaration, as well as the Rules & Regulations for Harbor Home and Villa Docks.

11. Boats and Vessels. Only one pleasure boat or vessel shall be permitted to be kept, maintained or moored at each slip of the dock at any one time unless otherwise approved by the ADR or Master Association pursuant to the Master Declaration. At no time shall Owner or tenant keep, maintain or moor a vessel larger than thirty (30) feet in

length at the dock. Owner, or his authorized tenant, shall be required to keep and maintain a vessel at the dock in accordance with the terms hereof for no less than three (3) months each calendar year. Any boat or vessel kept or moored at the dock must be owned by Owner, or an authorized tenant.

12. Insurance in connection with the construction, maintenance and use of the dock, Owner shall obtain and maintain throughout the term of this license, at Owner's sole cost and expense, such policies of insurance as shall be required by Associations and the ADR, including but not limited to: longshoreman's, harbor workers and admiralty insurance (during construction, repair or replace of the dock), general comprehensive liability, and property damage. Associations and the ADR shall be named as additional insureds in such policies. Prior to commencement of construction of the dock, Owner shall provide proof of such insurance to Associations. A tenant may also be required to meet the requirements of this paragraph 12.

13. Applicable Laws. Construction, maintenance, repair and use of the dock shall be in accordance with all applicable federal, state and local laws and regulations.

14. Indemnification. Owner hereby indemnifies, defends, and holds harmless Associations from and against all costs, expenses, claims and liability relating to the dock. Associations shall not be liable for any injury to any persons or property occurring on or about the dock or waterways of Admiral's Cove. Associations make no representations or warranties regarding the common elements of the Condominium or the waterways or docks, or the maintenance, construction or use thereof.

15. Termination. In the event that Owner or his tenant fails to comply with any of the terms of this Agreement, Owner shall be considered in default hereof and Master Association or Condominium Association shall give to Owner at least five (5) days written notice to cure such default. In the event Owner fails to cure such default within said period of time, Associations shall have the right to cure such default and Owner shall be liable for all costs incurred by Associations in curing such default, and Associations shall have the right to automatically terminate this Agreement without further notice and Owner shall not be permitted to use such dock. In the event of termination of this license, Associations shall have all rights and remedies available under Florida Law and equity including, but not limited to: injunctive relief, damages, right of removal of the slip or dock at the expense of Owner, and the right to enter into a License Agreement with another unit owner for the subject dock. Owner shall not under any circumstances, be entitled to recover from Associations any of its costs or expenses incurred in constructing, using, maintaining or otherwise owning the dock. Provided, however, that upon termination of this Agreement, if and when Associations enter into a License Agreement for the subject dock with another unit owner, Associations agree to use their reasonable efforts to attempt to cause such unit owner to reimburse Owner for its out-of-pocket costs of construction of the dock. Such costs shall not include any carrying costs, or costs of maintenance, use or repair or any utility charges.

16. Assignment. The license herein granted is personal to Owner and may not in any manner be assigned, sold, pledged or encumbered, except as authorized in paragraph 9.b, and any attempt to do so shall be automatically null and void. Associations may assign their interest in and under this Agreement, without Owners consent, in connection with any conveyance, transfer, assignment, pledge or encumbrance by Master Association of any interest in the waterways or by Condominium Association of any interest in any Condominium property.

17. Waiver. The waiver or forbearance by Associations of the enforcement of any of their rights or remedies under this Agreement shall not constitute a continuing waiver or a waiver of any other right or remedy provided for in this Agreement.

18. Severability. In the event any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be undisturbed and remain in full force and effect.

19. Litigation. In the event of litigation arising hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred including those for appeals.

20. Interpretation. If more than one party signs this Agreement as Owner, both or all of such parties shall be jointly and severally liable for the performance of all obligations of Owner hereunder and, shall be bound by all of the terms and provisions hereof. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Florida.

21. Notices. Any notices required to be given hereunder shall be by Certified Mail Return Receipt Requested, or by Express Mail, or overnight courier service addressed to the parties at the addresses set forth above or as otherwise notified by such party in writing and shall be deemed given two (2) days after deposit in the U.S. mail postage prepaid, if by Certified Mail, or the day following delivery to the Express Mail or express courier service.

22. Recording. This Agreement shall not be recorded in any office or place of public record and any action in violation of this provision by Owner shall be deemed to be a default hereunder and shall permit Associations to immediately, and without further notice terminate this License Agreement.

23. Entire Agreement. This Agreement and all documents referred to herein constitute the entire understanding between the parties regarding the dock. No representations, except as herein expressly set forth have been made by any party to the other with respect to the matters referred to herein. This Agreement cannot be amended or modified except by a writing signed by Owner and Associations during the term of this Agreement which writing specifically states that it is an amendment or modification hereto.

In Witness whereof the parties hereto have signed and sealed this instrument on the date first above written.

_____	_____
Witness	Owner
_____	_____
Witness	Owner
	Admiral's Cove Master Property Owners Association, Inc.
_____	By_____
Witness	President
_____	
Witness	
	Waterside at Admiral's Cove, Condominium Association, Inc.
_____	By_____
Witness	President
_____	
Witness	