

FREQUENTLY ASKED QUESTIONS & ANSWERS

Esplanade Marina Association, Inc. As of January 1, 2025

1. **Q: What are my rights in the association?**
A: The Members of the Association are entitled to one vote for each Boat Slip at the Marina that a member has an exclusive right to use. The total number of votes ("voting interests") is equal to seventy-seven (77). The vote of a Member is not divisible. (See Bylaws, 2.2, on page 1).
2. **Q: What restrictions exist in the association documents on the right to use my Slip?**
A: Except as provided below in this Declaration, each Boat Slip shall be used only for the mooring of Vessels in seaworthy condition and under their own motor power. Only one (1) Vessel (together with a Tender or other boat which may be kept or attached thereto) may be moored in a Boat Slip at any time. Whenever the rights to use any Boat Slip is held or leased by a non-natural person such as, but not limited, to a corporation or partnership or other entity (other than the Developer), the agent of such entity shall designate, at the time of acquisition of the right to use the Boat Slip, a particular family or individual who shall be entitled to use the Boat Slip. In the event that the entity having the right to use the Boat Slip wishes to designate another family as being entitled to use the Boat Slip, the Association shall have the right to approve the use of the Boat Slip and the provisions of this Declaration relating to the transfers shall govern the action taken by the Association. (See Article 6/2 beginning on page 13 of the Declaration of Covenants, Conditions, Restrictions, Reservations, and Easements for the Esplanade Marina).
3. **Q: What restrictions exist in the association documents on leasing of my slip?**
A: After approval by the Association, as provided in Section 9, below, an Owner may lease the right to use Boat Slip, provided that during the term of any such lease only the lessor and his family, his servants and guests may then use the Boat Slip and Common Facilities. The minimum term for a lease shall be seven (7) days. All leases shall be on a form approved by the Association (See Article 6.31, beginning on page 19, followed by Article 9, beginning on page 23 of the Declaration of Covenants, CRR&E for the Esplanade Marina). The size of the vessel which may be moored in any particular Boat Slip is limited in that vessels shall not exceed the length the slip by more than the greater of (i) ten percent (10%) of the length of the Boat Slip; or (ii) five feet (5'). Vessels will be measured from the transom to the bow, not including the swim platform or the pulpit. The Association shall have the right to establish additional rules and regulations regarding the size of the Vessel that each Boat Slip may accommodate. (See Article 2.2 (m), on page 6 & First Amendment to Declaration or Covenants, CRR&E).
4. **Q: How much are my assessments to the marina association for my slip length and when are they due?**
A: **ASSESSMENTS** To provide the funds necessary for proper operation and management of the Marina, and to pay for Common Expenses, the Association is hereby granted the right to make, levy and collect assessments, and other fees and fines against each Owner as further provided in the section. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the cost and expenses of operating and managing the Marina and the Upland Property by the Association. Except as provided otherwise in Section 5 hereof. Assessments will be based on each Owner's relative Interest. (See Exhibit F, Schedule of Owner of Member Interests, Bylaws, OR: 3255 PG: 0161-0163).

The General Assessments shall be due and payable in advance on a quarterly basis, commencing on January 1 of each year, or such other date(s) as shall from time to time be fixed by the Association Board. (See Article 4.2, beginning on page 8 of the Declaration of Covenants, CRR&E for the Esplanade Marina).

5. **AD VALOREM TAXES** In view of the fact that the Property consists of one parcel of land that will be owned in common by the Owners Ad Valorem taxes will be assessed against the Property and any personal property located on it as one bill. Each Owner is responsible for the payment of a share of such taxes and payment thereof will be collected by the Association annually from each Owner. The obligation to contribute such share to the Association so that it can pay such taxes shall be secured by a lien encumbering the Owner's Interest in the same manner as assessments...

The share of Ad Valorem taxes allocated to each Owner will be based on relative values of each Owner's Interest as compared to total value of the Property A schedule of such share is attached as Exhibit "G", Schedule of Shares for Ad Valorem Tax Purposes, Bylaws, OR: 3255, PG: 0164-0166).

6. **Q: Do I have to be a member in any other associations? If so, what is the name and what are my voting rights in this Association? Also, how much are my assessments?**
A: No. Not applicable.
7. **Q: Am I required to pay rent or land use fees for recreation of other commonly used facilities? If so, how much am I obligated to pay annually?**
A: The Esplanade Marina Association, Inc. currently holds a lease for space of its Ship Store at 760 N. Collier Boulevard Suites: 106 & 106-A respectively. The Marina pays the Landlord for this Leased space, which is budgeted and paid for by the Association on a monthly basis and is included as par of your quarterly assessments.
8. **Q: Is the Marina Association or other mandatory membership association involved in any cases in which they may face liability in excess of \$100,000? If so, identify each such court cases.**
A: No. Not Applicable.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE, A PROPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.