

NOTE; THE FOLLOWING IS A SUBSTANTIAL REVISION OF THE DECLARATION. SEE THE ORIGINAL DECLARATION FOR THE ORIGINAL TEXT.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
BOARDWALK CAPER BOATING ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

That heretofore the original Declaration of the Boardwalk Caper Boating Association, Inc., (hereinafter the Boating Association) was originally recorded in Official Record Book 1541, Page 578 et seq. of the Public Records of Lee County, Florida. That Declaration as it has been previously amended, is hereby further amended and is restated in its entirety.

ARTICLE I: DEFINITIONS:

Section 1. ASSOCIATION shall mean and refer to THE BOARD WALK CAPER BOATING ASSOCIATION, INC.

Section 2. PROPERTIES shall refer to the lower boardwalk and supporting structures, docks, pilings, moorings, water piping, electrical wiring, lower boardwalk lighting, and other boating appurtenances under the management of The Boating Association, as shown on exhibit "A".

- a. The properties managed by the Association are owned by the Boardwalk Caper Condominium Association Inc., the Boardwalk Caper Condominium Association III Inc. and the Boardwalk Caper condominium Association VI Inc.

Section 3. COMMON AREA shall mean all of the real and personal property managed by the Association for the use and enjoyment of the Members of the Association.

Section 4. BOAT SLIP shall refer to the space in and above the water adjacent to Cutlass Passage for the docking of boats as described on Exhibit A. The term BOAT SLIP, BOAT DOCK, and DOCKING SPACE shall have the same meaning and be used interchangeably.

Section 5. The "BOARDWALK BOATING ASSOCIATION, INC. BOAT SLIP ASSIGNMENT" shall refer to that document which is evidence of the right for a person or entity to use a specific Boat Slip. This "Boat Slip Assignment" shall be used when transferring that right of use only between Boardwalk Caper Unit Owners. The "Boardwalk Caper Boating Association, Inc. Boat Slip Assignment" SHALL NOT

DECLARATION

BE RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY. The member does not own the boat slip, only the right to use the boat slip. The boat slip is not a limited common element and should not be listed on the deed to the living unit.

Section 6. MEMBERSHIP shall mean and refer to the rights, benefits duties and obligations evidenced by an appropriate certificate, which shall be the “Boat Slip Assignment”, which shall inure to the benefit and burden of each member of the Association.

- a. Membership is limited to Unit owners in Boardwalk Caper Condominium Association Inc., Boardwalk Caper Condominium Association III, Inc., Boardwalk Caper Condominium Association IV, Inc., Boardwalk Caper Condominium Association V, Inc., or Boardwalk Caper Condominium Association VI, Inc.
- b. The management company will maintain for the Association a roster of the boat slips with the name of the unit owner who has a use right to the boat slip and contact information as determined by the Board of Directors.

Section 7. MEMBER shall refer to every person or entity that has a right of usage of one or more Boat Slips as evidenced by a” Boat Slip Assignment” and is thus a Member of the Association who must also own a unit in a Boardwalk Caper Condominium Association.

ARTICLE II: MEMBERSHIP:

Section 1. RIGHTS OF MEMBERS:

1. Each member of the Association shall have the exclusive right, subject to the provisions hereof and subject to The By-Laws and Rules and Regulations promulgated by the Board of Directors to occupy and use the boat slip or slips assigned to such member as evidenced by a properly executed Boat Slip Assignment.
2. Each member, renter, lessee, or Boardwalk Caper unit owner shall have the right of easement of enjoyment in and to the common areas subject to the management by the Board of Directors of the Boardwalk Caper Boating Association Inc.
 - a. To limit the number of guest of members.
 - b. To suspend all rights of any member, renter, or lessee for any period during which any dues or assessments against such member remain unpaid; for any infraction of its published Declaration, Articles of Incorporation, By Laws and Rules and Regulations, or Agreement for

DECLARATION

Dockage, and the right to lease or rent the boat dock or otherwise lawfully use such rights during any such suspension.

Section 2. VOTING RIGHTS: Members shall be entitled to one vote in the affairs of the Association for each boat slip to which they have the right to use as evidenced by a "Boat Slip Assignment". In the case of a membership being held by more than one person or entity, then they shall have only one vote per boat slip. If there is any dispute between co-owners of a membership on how a vote shall be cast, no vote shall be accepted.

ARTICLE III: COVENANT FOR MAINTENANCE ASSESSMENTS:

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS: Each owner of each membership agrees to pay the Association: (1) Annual assessment or charges and (2) special assessments for capital improvements, maintenance and repairs, and any other additional expenses; such assessment to be fixed, established and collected from time to time as hereinafter provided, shall be a charge on the membership and shall be a continuing lien upon the membership against which each such assessment is made and shall also be a lien on the unit to which the slip is assigned. Each such assessment, together with any fines, interest, cost and attorney's fees, shall also be the personal obligation of the person or entity who was the owner of such membership at the time the assessment fell due. The obligation for delinquent assessments and all other delinquent amounts shall also pass to his or her successor owner of membership regardless of how title is conveyed including via foreclosure or deed in lieu of foreclosure as provided in 718.116 Florida Statute.

NO "BOARDWALK BOATING ASSOCIATION, INC. BOAT SLIP ASSIGNMENT" WILL BE EXECUTED BY THE DOCK MASTER OR A BOATING ASSOCIATION BOARD MEMBER IF THERE ARE OUTSTANDING ASSESSMENTS, FINES OR INTEREST, TAXES AND OR ATTORNEYS FEES.

The Associations lien shall relate back to and be effective from the date this declaration was originally recorded in the public record and shall be superior to all other liens except that of a first mortgage that has been recorded before the lien.

Section 2. DETERMINATION OF ASSESSMENTS:

1. The Board shall determine from time to time the sum or sums necessary for the common expenses. Prior to the Annual Meeting of the Membership the Board of Directors shall submit to the membership the budget for common expenses for the operation, maintenance, repair or replacement of common areas and facilities including boat slips, insurance premiums and any other common expenses. This budget shall be adopted by the Board at the

DECLARATION

Board Organizational Meeting. At this time the Board shall set the date when the assessment is due.

2. The Board is specifically empowered on behalf of the Association to make and collect assessments and to maintain, repair or replace the common areas and facilities including the docks, lower boardwalk, water and electrical power, boat slips and any other property under its management. Assessments shall be payable periodically as determined by the Board.

Section 3. SPECIAL ASSESSMENTS: In addition to the annual assessment, the Board of Directors of the Association may levy a special assessment for the construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area or to defray in whole or in part the cost of any dredging or other additional expenses. Notice of any Board Meeting at which special assessments are to be adopted shall be given to the Membership a least fourteen (14) days in advance.

Section 4. ASSESSMENT FOR REPAIR OR REPLACEMENT OF DAMAGE CAUSED BY FAULT: If a member, assignee, renter, leaser, or one of their guests damages or destroys any of the property managed by the Boating Association, the Board shall levy a special assessment against the owner of the membership for the full cost of repair or replacement of the damage or destruction.

Section 5. EFFECT OF NON PAYMENT OF ASSESSEMENTS – REMEDIES OF THE ASSOCIATION: Any assessment not paid by ten (10) days from the date due shall incur a late fee of the maximum allowed by law and shall bear interest of the maximum allowed by law from the date due. The Association may also bring an action at law against the owner of the membership and the cost of any attorney's fees shall also be the obligation of the member. The Association may also foreclose its lien against the slip and the unit to which it is assigned in the same manner as provided in Section 718.116, Florida Statutes. No member may waive or otherwise escape liability for assessments, fines, or interest and attorney's fees by non use of the facilities or abandonment of membership. The Association may also demand the rent from a delinquent use right owner's tenant as provided in Chapter 718, Florida Statutes. The Board of Directors of the Association may suspend the voting rights of a Member due to non payment of any monetary obligation due to the Association which is more than ninety (90) days delinquent. In addition, the Board of Directors may require removal of the boat from the Marina or may have the boat towed from the marina and stored at the expense of the owner and the owner will hold the Association harmless for any damages that may occur in towing or storage. IT IS THE RESPONSIBILITY OF THE MEMBER TO PROVIDE THE MANAGEMENT COMPANY WITH THEIR CURRENT ADDRESS AND PHONE OR CONTACT NUMBER AT ALL TIMES. FAILURE TO DO SO CANNOT BE USED TO AVOID ASSESSMENTS, FINES, INTEREST OR ATTORNEY FEES.

DECLARATION

Section 6. EFFECT OF NON PAYMENT OF PROPERTY TAXES: Should a member fail to pay all property taxes due on the boat slip resulting in a Tax Certificate being issued by Lee County, the Board of Directors may redeem the Certificate by paying the taxes due. The cost associated with this purchase will be added to the member's balance due. This balance due must be settled before any transfer of use right to the slip. The Association may also bring an action at law against the owner of the membership and the cost of any attorney's fees shall be the obligation of the member. Alternatively the Association may pay the taxes and then lien the slip and unit and therefore foreclose the Lien as provided herein.

ARTICLE IV: MAINTENANCE: The Association shall provide maintenance, repair, and replacement of all property managed by the Association. The Association shall have the right of ingress and egress to all such property.

ARTICLE V: ARCHITECTURAL CONTROL:

Section 1. ALTERATIONS OR MODIFICATIONS: No alterations of any type may be made by any member or outside vendor to any of the property managed by the Boating Association without written permission of the Board of Directors after first submitting a written and signed application to the Board. If the alteration will involve the member adjacent to the slip or the finger pier involved then that member's signature and approval is also required on the application.

There shall be no material alteration or substantial addition to, or elimination of, the Common Area or Boat Slips without the approval of seventy-five percent (75%), one hundred and eighty eight (188) votes of the total voting interest of the Association.

Section 2. BOAT LIFTS: No boat lifts of any type are permitted in or on any of the property administered by the Boardwalk Caper Boating Association, Inc. Boats must be free floating with unobstructed connection to the tidal water. Any device which separated the vessel from the tidal water is prohibited.

Section 3. DOCK BOXES AND ELECTRICAL POWER PEDESTALS: There shall be no more than one dock box and or electrical power pedestal per boat slip. The size, design, and construction and location on the lower boardwalk shall be determined in writing by the Board after written application. The Association will maintain a supply of dock boxes and power pedestals which must be paid for prior to installation. No change in position, size, design or construction may be made without written approval of the Board after written application. The location and installation will be overseen by the Harbormaster. The slip user is responsible for the cost of installation of power pedestals which must be by a Florida licensed and insured electrician.

Section 4. LIMITATION ON BOAT SIZE: The maximum overall length, including bowsprits, swim platforms, anchors, outboard motors, dinghies or any other appendage,

DECLARATION

for boats moored in the canal shall be sixty (60) feet. The maximum over all length, including bow sprints, swim platforms, anchors, outboard motors, dinghies, or any other appendage, for boats moored in the basin shall be thirty-six (36) feet. For the purpose of this rule, the over all length of a boat shall be defined as a strait line distance between the most aft component, extension or appendage, and the most forward component, extension or appendage, as measured over the center line of the boat. No extension or appendage may extend over the upper or lower boardwalk or the finger piers so as to impede passage of persons. Notwithstanding any other rules regarding boat lengths, boats moored in any dock space in the basin or canal may not be moored in such a fashion as to prevent or interfere with the passage of other boats. The Board of Directors shall make reasonable judgments relating to this matter and their decisions shall be final and not subject to appeal.

Section 5. PROHIBITION AGAINST LIVEBOARDS: While moored in the marina no boat may be used as a permanent residence or a place of business. Slips may be occupied by watercraft belonging to Boardwalk Caper Unit Owners or by tenants who are occupying a Boardwalk Caper Unit at the time the watercraft is in the slip. Liveaboards means a boat is being used as the primary residence or place of business.

Section 6. NO FUELING: No fueling facilities shall be permitted and no fueling of boats in the marina may be carried out by any commercial fueling service.

Section 7. Only one boat may be moored in a boat slip at any one time. A dingy or other such boat that is normally carried on the larger boat may also be in the slip as long as it does not extend beyond the confines of the slip.

Section 8. Members and boat owners shall keep their slip, dock boxes, power pedestal and boat in a slightly condition at all times and shall leave no trash on the facility and waste shall be removed only at the pump out station.

Section 9. All boats docked in the marina shall at all times comply with all County, State, Federal and Maritime Laws, ordinances, and regulations pertaining to operation, seaworthiness and cleanliness of such boats.

Section 10. The boat operator is solely responsible for the proper dockage of the boat.

Section 11. In most cases the width of each slip is defined as half the distance between the centerlines of adjacent finger piers, as originally constructed, at the point of connection to the lower Boardwalk. In most cases where the width of the finger pier has been altered and reduced so as to create more usable water space, the permanent slip width shall be calculated using the centerline of the original finger pier(s) prior to alteration or reduction. If the width of a slip has been altered by moving pilings, it must

DECLARATION

be returned to its original width when the right to use the slip is transferred to a new slip user and at the expense of the person requesting the original modification. Note that this measurement may not reflect the usable space in which to place a boat as some finger piers have been permanently narrowed and areas of convexity of the lower Boardwalk effects usable water space. The potential purchaser of a use right to a slip should visually inspect the slip to determine the usable area in which to place a boat.

Section 12. Only pleasure or recreational boats in seaworthy condition may be docked in the marina. No commercial boats or boats for rent or lease are permitted in the marina.

Section 13. All boats docked in the marina must comply with all applicable laws and regulations.

Section 14. "For Sale" signs may be placed on boats as long as the sign have on them only "For Sale" and a telephone number and do not exceed eighteen (18) inches by eighteen (18) inches. Only one sign per slip is allowed and no "Broker" signs are allowed.

Section 15. No charcoal or propane burners, gas welders, or any other open flame are allowed in the marina. Fuel may not be stored on docks and no commercial fueling is permitted

Section 16. If a boat is in danger of sinking the Harbormaster will notify, if possible, the boat owner. If the boat owner does not correct the situation within ten (10) days, the boat owner's insurance company will be notified, if possible, and the boat may be towed from the Marina and stored at the expense of the boat owner. If the boat sinks, because of the fuel spill liability, the Harbormaster is authorized to immediately have the boat salvaged and hauled from the Marina and stored off site at the expense of the owner and the owner will reimburse the Association for all cost. The boat owner will hold the Association harmless for any and all damage that may occur from salvage, towing or hauling and storage of the boat.

ARTICLE VI: RULES AND REGULATIONS: The Board of Directors is authorized and empowered to adopt and enforce Rules and Regulations for Members of the Association, their guest, leasers and or renters.

Section 1. All members or persons who are renting or leasing a unit in a Boardwalk Caper Association who wish to keep a boat in a boat slip are required to complete an AGREEMENT FOR DOCKAGE including the following information;

- a. Boat ownership. Certificate of documentation or registration, contract to buy or lease said boat and that the owner of the boat is a unit owner, renter, or lessee

DECLARATION

of a unit in Boardwalk Caper.

- b. Proof of insurance on a boat, BOTH LIABILITY AND POLLUTION, the minimum to be determined by the Board from time to time. Small boats like kayaks and canoes without an internal combustion engine do not require fuel spill liability.
- c. Any other information the Board of Directors feels is necessary to permit a boat to be docked in a slip managed by the Boating Association.

Section 2. The Board of Directors shall establish a system of fines that may be imposed by the Board for violation of the Declaration, Articles of Incorporation, By Laws, or Rules and Regulations. The Rules and Regulations need not be recorded in Lee County.

Section 3. The facilities of the marina are for the exclusive use of the Association Membership.

Section 4. ALL VENDERS PERFORMING ANY MODIFICATION, MAINTENANCE, OR REPAIR ON PROPERTY ADMINISTERED BY THE ASSOCIATION OR PERFORMING WORK OF ANY TYPE ON A BOAT IN THE MARINA SHALL SHOW EVIDENCE OF INSURANCE INCLUDING WORKMAN'S COMPENSATION AND LICENSES TO THE ASSOCIATION OR THE SLIP USER BEFORE PERFORMING ANY WORK.

ARTICLE VII: LIMITATION ON USE:

Section 1. No portion of the property managed by the Association or any boat may be used for any commercial purpose including a charter operation. All boats are only for pleasure or recreational purposes.

Section 2. No owner, renter, or lessee of a unit in the Boardwalk Caper Project shall moor more than two (2) boats, per unit owned, at any one time without prior written consent of the Board of Directors of The Boardwalk Caper Boating Association, Inc.

Section 3. In all cases and matters the Member of the Association shall be the party responsible for the conduct and manner upon which the boat slip is used, for the cost of any damage and any fines that may be imposed and for all assessments.

Section 4. Non unit owners who rent or lease a living unit in the Boardwalk Caper Project with a dock space attached and then sublet the unit to other parties may not use the dock space. The renter or lessee must be in residence to keep a boat in a boat slip.

Section 5. Persons who own or lease a Boardwalk Caper Project living unit may arrange

DECLARATION

to have one (1) or more boats belonging to house guests tied up in the marina at any one time for a maximum of 21 days during any 6 month period if this Section does not conflict with the Documents of the Condominium Association that owns the boat slip.

Section 6. All boats docked in the marina shall comply with all applicable city, county, state, federal and international laws, ordinances and regulations pertaining to the owning and operation of a boat.

Section 7. All boats in the marina must be registered with the Association through the Dock Master as prescribed in the Rules and Regulations.

ARTICLE VIII: EASEMENTS: The Association shall have the right to grant and establish over and across the property it manages such easements and right of ways as may be required for drainage and public utilities after first obtaining in writing permission from the Condominium Association who owns the property involved.

ARTICLE IX: GENERAL PROVISIONS:

Section 1. ENFORCEMENT: The Association or any member shall have the right to enforce, at any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Association or any member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. SEVERABILITY: Invalidation of any of these covenants or restrictions by judgment of court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. DURATION: The covenants and restrictions shall run with and bind the land, units, boat slips for a period of thirty (30) years after which time they shall automatically renew for successive ten (10) year periods unless otherwise amended.

Section 4. AMENDMENTS OF DECLARATION: The Declaration may be amended by a affirmative vote of not less than sixty six and two thirds percent (66 2/3%) , one hundred and sixty seven votes (167), of the total membership of the Association cast in person or by proxy at a duly held meeting in accordance with the By Laws. All amendments shall be certified by the Secretary of the Association and shall become effective from the date of recording of the amendment as certified, in the office of the Clerk of the Court, Lee County, Florida. Amendments may be proposed by a majority vote of the Board of Directors or by twenty five percent (25%) of the membership of the Association.

DECLARATION

ARTICLE X: INSURANCE:

Section 1. The Board of Directors, on behalf of the Association, shall use its best efforts to obtain and maintain adequate insurance for the Association as a common expense, to keep the property managed by the Boating Association insured against loss or damage by fire or other hazards insured against, and other such risk including public liability insurance, fuel spill and directors and officers insurance upon such terms and for amounts as may be necessary from time to time. Such insurance shall be payable to the Association for all Members. The Association shall have the sole authority to deal with the insurer in the settlement of claims.

Section 2. Such insurance shall be obtained without prejudice to the requirement that each member shall insure his personal property for loss and liability for his own benefit at his own expense. In no event shall the insurance coverage obtained by the Association be brought into contribution with insurance purchased by members or their mortgagees.

Section 3. All members who have a boat of any type moored in the marina at any time must have personal liability and pollution insurance on their boat. Small boats like kayaks and canoes without an internal combustion engine do not require fuel spill insurance. The amount shall be determined by the Board of Directors from time to time. Proof of insurance shall be supplied to the Dock Master as part of the application for dockage and shall be updated annually. Failure to do so may result in a fine.

ARTICLE XI: DECLARATION OF RESERVED AREAS:

Section 1. As reserved by the Developer and recorded in the Documents of Boardwalk Caper Condominium Association V, Inc. the storage area in building 7, as designated on the attached plat, is reserved to the Boardwalk Caper Boating Association and The Boardwalk Caper Community Service Association.

Section 2. As reserved by the developer and recorded in the Documents of the Boardwalk Caper Condominium Association VI, Inc. the storage area in building 8, as designated in Documents of BWC VI, Inc., is reserved for The Boardwalk Caper Boating Association, Inc. and the Boardwalk Caper Community Service Association

ARTICLE XII: LIMITS OF LIABILITY.

Section 1. Each Member and his guest or owner of a boat using the facilities managed by the Association assumes all risk of loss or damage to any boat or other property owned by the Member, guest or boat owner. The Association shall have no liability or responsibility whatsoever and shall have no responsibility for maintaining any liability or casualty insurance thereon.

DECLARATION

NOTE; THE FOLLOWING IS A SUBSTANTIAL REVISION OF THE ARTICLES OF INCORPORATION. SEE THE ORIGINAL ARTICLES OF INCORPORATION FOR THE ORIGINAL TEXT.

AMMENDED AND RESTATED ARTICLES OF INCORPORATION OF
THE BOARDWALK CAPER BOATING ASSOCIATION, INC.

Pursuant to Section 617.0201(14), Florida Statutes, the Articles of Incorporation of the Boardwalk Caper Boating Association, Inc., a Florida corporation not for profit, which was originally incorporated April 22, 1981, are hereby amended and restated in their entirety. All amendments included herein have been adapted pursuant to Section 617.1002, Florida Statutes, and there is no discrepancy between the corporations's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles other than the inclusion of amendments adopted pursuant to Section 617.1007 and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation shall henceforth be as follows:

ARTICLE I: NAME:

The name of the corporation is the Boardwalk Caper Boating Association Inc., hereinafter referred to as the Association.

ARTICLE II: DEFINITIONS:

Unless contrary intent is apparent, terms used in these Articles of Incorporation shall have the same meaning as set forth in the Declaration of Restrictive Covenants, Conditions and Restrictions for the Boardwalk Caper Boating Association, Inc. to be recorded in the public records of Lee County, Florida.

ARTICLE III: PURPOSE AND POWERS:

This corporation is organized to establish an Association of owners of the right to use one or more boat slips as evidenced by a "Boardwalk Boating Association, Inc., Boat Slip Assignment" located in Lee County, Florida.

The Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or incur to the private benefit of a member, Director, or officer. For the accomplishment of its purpose, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, except as expressly limited or modified by these Articles, the Declaration, and the Bylaws; and it shall have all of the powers and duties reasonably

ARTICLES OF INCORPORATION

necessary to operate the Association pursuant to the Association documents as they may hereafter be amended, including but no limited to the following.

Section 1. To make and collect assessments against members of the Association to defray the cost, expenses and losses of the Association, and to use the funds in the exercise of its powers and suites.

Section 2. To protect, maintain, repair, replace and operate the property managed by the Association.

Section 3. To purchase insurance for the protection of the Association and its members.

Section 4. To repair and reconstruct improvements after casualty, and to make further improvements of the property.

Section 5. To make, amend and enforce reasonable rules and regulations governing the operation of the Association and the use, maintenance, occupancy, alteration, transfer and appearance of the property managed by the Association subject to any limits set forth in the Declaration.

Section 6. To approve or disapprove the transfer, leasing or use of a boat slip as provided in the Declaration.

Section 7. To enforce the provisions of the Laws of the State of Florida, the Declaration, these Articles, the Bylaws and any Rules and Regulations of the Association.

Section 8. To contract for management and maintenance of the Association and property managed by the Association and to delegate any powers and powers of the Association in connection therewith except as are specifically required by law or by the Declaration of the Association to be exercised by the Board of Directors or the membership of the Association.

Section 9. To employ accountants, attorneys, architects and other professionals to perform the services required for proper operation of the Association.

Section 10. To borrow money as necessary to perform its other functions hereunder.

Section 11. To grant, modify or move any easement in the manner provided in the Declaration.

Section 12. All funds acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE IV: MEMBERSHIP:

Every person or entity who is a recorded owner of the right to use a boat slip as defined in the Declaration shall be a member in the Association. The forgoing is not intended to include persons or entities that hold an interest merely a security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a Condominium Unit. Membership status will be obtained through purchase of a use right to a boat slip. Membership rights and duties shall be subject to and controlled by the Declaration.

ARTICLE V: VOTING RIGHTS :

Every person or entity who is a member by reason of owning the right to use a boat slip shall be entitled to cast one vote for each boat slip that they own the right to use. In the case of any type of multiple ownership, only one vote is allowed for each boat slip.

Membership rights, including voting, may be suspended by the Board of Directors if such Member fails to pay when due any assessment or charge lawfully imposed upon such Member for violating any of the Rules and Regulations. Such a person may be denied the right to have a boat in the marina but is still obligated to pay all assessments, fines or other obligations. All members are subject to all above charges whether or not they have a boat in the marina.

ARTICLE VI: TERM:

The term of the Association shall be perpetual.

ARTICLE VII: BYLAWS:

The Bylaws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VIII: BOARD OF DIRECTORS AND OFFICERS:

Section 1. The affairs of the Association shall be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but in no event less than three (3) Directors.

Section 2. Directors of the Association shall be elected by members in the manner Determined by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.

Section 3. The business of the Associating shall be conducted by the officers designated

in the Bylaws. The officers shall be elected each year by the Board of Directors at its first meeting after the Annual meeting of the members of the Association, and they shall serve at the pleasure of the Board.

ARTICLE IX: DISSOLUTION:

The Corporation may be dissolved in the manner provided in Chapter 617 Florida Statutes

ARTICLE X: AMENDMENTS:

Amendments to these Articles shall be proposed and adopted in the following manner.

Section 1. Proposal. Amendments to these Articles may be proposed by a majority of the Board or by written petition to the Board, signed by at least twenty-five percent (25%) of the voting interest of the Association.

Section 2. Procedure. Upon any amendment to these Articles being proposed by said Board or the voting interest, such amendment shall be submitted to a vote of the membership not later than the next annual meeting for which proper notice can be given.

Section 3. Vote required. Except as provided by Florida Law, the amendment shall be adapted if approved by a affirmative vote of sixty six and two thirds percent (66 2/3%) of the total membership of the Association, one hundred and sixty seven (167) votes, cast in person or by proxy at a duly held Membership meeting according to the By-Laws. The Board of Directors may amend these Articles to correct scrivener's errors or omissions and amend and restate the Articles in order to consolidate into one document amendments previously adopted by members or the Board. Amendments adopted by the Board shall occur at a duly noticed Board meeting with adoption of the amendments set forth on the agenda.

Section 4. Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording Certificate of Amendment in the Public Records of Lee County, Florida.

ARTICLE XI: INDEMNIFICATION:

Section 1. Indemnity. The Association shall indemnify an officer, Director or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, or committee member of the Association, against all expenses (including attorney's fees and appellate attorney's fees, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding,

unless a court of competent jurisdiction finally determines after all appeals have been exhausted or not pursued by the proposed indemnities, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonable believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association by the adoption of this provision, to provide the most comprehensive indemnification possible to their officers, Directors, and committee members as permitted by Florida Law.

Section 2. Defense. To the extent that a Director, officer or committee member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceedings referred to in Section (1) above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actual and reasonably incurred by him in connection therewith.

Section 3. Advances. Expenses incurred in defending a civil suit or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, or committee member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article X.

Section 4. Miscellaneous. The indemnification provided by the Article X shall not be deemed exclusive of any other right to which those seeking indemnification maybe entitled under any Bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, officer or committee member and shall inure to the benefit of the heirs and personal representatives of such persons.

Section 5. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, or committee member, employee, or agent of the Association, or a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

Section 6. Amendment. Anything to the contrary herein notwithstanding, the provisions

of this Article X may not be amended with out the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE XII: REGISTERED OFFICE:

The address of the Association shall be that of the registered agent.

ARTICLE XIII: DURATION:

The period of duration of the Association is perpetual.

NOTE: THE FOLLOWING IS A SUBSTANCIAL REVISION OF ENTIRE BYLAWS.
FOR PRESENT TEXT SEE EXISTING BYLAWS.

AMENDED AND RESTATED BYLAWS OF
THE BOARDWALK CAPER BOATING ASSOCIATION, INC.

1. General. These are the Amended and Restated Bylaws of the Boardwalk Caper Boating Association, Inc., a corporation not for profit organized under the laws of Florida for the purpose of operating the Boardwalk Caper Boating Association, Inc. All prior Bylaws are hereby revoked and superseded in their entirety.

2. NAME AND LOCATION:

2.1. The name of this Association shall be The Boardwalk Caper Boating Association, Inc.

2.2 The principle office shall be the office of the Registered Agent of the Association.

2. 3. Other offices for the transaction of business shall be located as such places as determined by the Board of Directors from time to time.

24. Definitions. The definitions set forth in the Declaration shall apply to all terms used in these Bylaws.

3. MEMBERS OF THE ASSOCIATION, MEETINGS AND VOTING:

3.1. The members of the Association shall be all persons who own the right to use a boat slip as evidenced by a "BOARDWALK BOATING ASSOCIATION, INC. BOAT SLIP ASSIGNMENT" and must also own a Unit in a Boardwalk Caper Condomium Association.

3.2. Annual Meeting. The Annual Meeting of the Association shall be held in the month of January. Said meeting shall be held at such location and time as determined by the Board of Directors. At such meeting the Associations members shall elect the Board of Directors who shall serve two year staggered terms. Notification of the meeting shall be in accordance with Florida Law.

3.3. Special Meetings. Any special meeting of the Association may be called by the President or in his absence the Vice President, or a majority of the Board, or by

Association Members constituting twenty five percent (25%) of the membership. The time and place of the Meeting shall be determined by the Board and notification will be in accordance with Florida Law.

3.4. Quorum. At any meeting of the Membership a quorum consist of at least fifty percent (50 %) of the total membership, one hundred and twenty six (126) members, either in person or by proxy. Any proxy shall be effective for only that meeting or any adjournment thereof or ninety (90) days. No one person other than the Secretary shall hold more than five (5) proxies. In no event may any proxy be valid for longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time by the member executing the proxy.

3.5. Vote Required. When a quorum is present at any meeting of the Association either in person or by proxy, any question brought before the meeting will require an affirmative vote of not less than a majority of the quorum.

3.6. Recall. Directors of the Association may be recalled according to Florida Statute 718.

3.7. Notice. All meetings of the Association Membership, Board of Directors, and Committees shall require notification as to time, place, and agenda of the meeting as required by Florida Law Chapter 718.

3.8. Minutes. Minutes of all meetings of the Association Members, Board, or committees shall be kept in a business like manner and they shall be kept available for inspection by any member of the Association in accordance with Florida Law.

3.9. Voting Interest. The members of the Association are entitled to one vote per boat slip assignment. If a boat slip use right is owned by more than one person, only one vote shall be cast. If two or more owners of the use right do not agree among themselves as to how the vote will be cast, that vote shall not be counted for any purpose.

3.10, Change of Membership. Following written approval as evidenced on a "BOARDWALK BOATING ASSOCIATION, INC. BOAT SLIP ASSIGNMENT" a change of membership shall be established becoming effective immediately and the membership of the prior member shall terminated automatically.

3.11 Approval or Disapproval of Matters. Whenever the decision of a member is required upon any matter it shall be in writing.

3.12 Notice of Annual Membership Meeting. Notice of the Annual Meeting shall be posted at least fourteen (14) continuous days prior to the meeting.

3.13 Proxy Voting. To the extent lawful, any person entitled to attend and vote at membership meeting may establish his presence and cast his vote by proxy. Any proxy shall be valid for only the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person granting the proxy. To be valid a proxy must be in writing, dated, signed by the person authorized to cast the vote, specify the time and place of the meeting for which it is given and the original shall be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.14 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a specific later time by a vote of the majority of the voting interest present in person or by proxy, regardless of whether a quorum has been attained. When a meeting is adjourned it shall be necessary to give notice to all members of the time and place of its continuance regardless of whether such are announced at the meeting being adjourned. Any business which may have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present in person or by proxy.

3.15 Order of Business. The order of business at members' meetings shall be substantially as follows.

- A. Call of the role to determine a quorum.
- B. Reading or disposal of minutes of the last membership meeting.
- C. Report of Officers.
- D. Report of Dock Master.
- E. Report of Committees.
- F. Unfinished Business.
- G. New Business.
- H. Election of Directors
- I. Adjournment.

3.16 Minutes. Minutes of all meetings of members and the Board of Directors shall be kept in perpetuity in a business like manner and available for inspection by members or their authorized representatives at reasonable times for a period of seven (7) years after the meeting. Minutes must be reduced to written form within thirty (30) days after the meeting at which they were taken.

3.17 Parliamentary Rules. Robert's Rules of Order shall guide the conduct of the Associations meetings when not in conflict with the Law, with the Declaration, or These Bylaws. The presiding officer may appoint a parliamentarian. Any point of order

not raised at a meeting to which it relates shall be deemed waived

3.18 Action by Members without a Meeting. Any action required to be taken at a membership meeting may be taken by mail without a meeting if written consent, setting forth the action to be taken, are signed by members having not less than the minimum number of votes that would be required necessary to take at a meeting. Action by members without a meeting shall be undertaken in the manner required by Chapter 617, Florida Law.

4. ADMINISTRATION OF THE BOARDWALK CAPER BOATING ASSOCIATION AND BOARD OF DIRECTORS:

4.1. Board of Directors. The administration of the Association and the property which it manages shall be by the Board of Directors. All officers and directors shall have a fiduciary relationship to the Association and its Members. The officers and directors shall have the same power, authority, and responsibilities as are vested in the officers and directors of a corporation not for profit under the Laws of the State of Florida. Officers, directors, and committee persons shall be as defined by the Association.

4.2 Number and Terms of Service. The number of the Board of Directors shall be no less than three (3) nor more than seven (7) as determined by the Board from time to time. All Directors shall be elected for two (2) year terms that shall be staggered.

4.3 Qualifications. Directors must be member of the Association or the spouse of a member. If the use right is owned by a corporation an officer may qualify. If the use right is owned by a partnership a partner is eligible. If the use right is owned by a trust then the trustee, grantor or beneficiary is eligible.

4.4 Nominations and Elections. On the day of each annual meeting the membership shall elect by written ballot as many Directors as there are regular terms of Directors expiring. Notice of each annual election shall be given to all members by first class mail at least sixty (60) days in advance. Any person eligible who wishes to be a Director shall notify the Association in writing at least forty (40) days before the election. Notice shall be deemed effective when received by the Association. Any person wishing to qualify may include with the same notification a separate sheet no larger than 8 ½ inches by 11 inches which describes the candidates background, education, and any other information the candidate deems relevant. The Association shall mail first class a second notice with the candidate's information sheet and a ballot listing all candidates in alphabetical order by surname at least fourteen (14) days in advance of the election. Provided however that the number of candidates does not exceed the number of vacancies then no election shall be required. Directors shall be elected by plurality of the votes cast. In the election of directors there shall be one vote per use right to a boat slip.

4.5 Vacancies on the board. If the office of any Director becomes vacant for any reason, a majority of the remaining Directors shall choose a successor to fill the remaining unexpired term. If for any reason there shall arise circumstances in which no directors are serving and the entire Board is vacant, the membership shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place at the time of the Annual Meeting

4.6 Organizational Meeting. The organizational meeting of the Board shall take place within ten (10) days after the election or may take place immediately following the election.

4.7 Other Meetings. Meetings of the Board may be held at such time and place in Lee County, Florida, as shall be determined by the President or a majority of directors. Notice of meetings shall be given to each Director personally by mail, telephone, electronic transmission at least two (2) days prior to the day for such meeting.

4.8 Notices to Members. All meetings of the Board of Directors are open to all Members and notice of all Board meetings, including agenda, shall be posted for at least forty eight (48) continuous hours in advance of the Board meeting, except in an emergency. Any item not on the agenda may be taken up on an emergency basis by a majority plus one of the members of the board. All Members have the right to attend Board meetings and to speak on items on the agenda. The presiding officer shall determine the time and manner of Members to speak.

4.9 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving notice.

4.10 Quorum of Directors. A quorum at a Board meeting shall exist when at least a majority of all Directors are present in person or conference call where all persons can hear and speak to all other persons. Participation by such means shall be equivalent to being present in person at a meeting. Directors may not vote by proxy at Board meetings.

4.11 Vote Required. The acts approved by a majority of Directors present and voting at a meeting at which a quorum exist shall constitutes the acts of the Board of Directors. Directors shall be deemed to have voted in favor of an action unless he voted against such action or abstained from voting because of a conflict of interest which must be stated. The vote of each Director shall be recorded in the minutes of the meeting.

4.12 Adjourned meetings. The majority of the Board members present whether or not there is a quorum may adjourn the meeting to be reconvened at a specific time and date. At any reconvened meeting, provided there is a quorum, any business may be transacted that might have been transacted at the meeting as originally called.

4.13 The Presiding Officer. The President of the Association, or in his absence, the Vice President, shall be the presiding officer at all meeting of the Board of Directors. If neither is present, the presiding officer shall be selected by a majority vote of the Directors present.

4.14 Compensation of Directors and Officers. Neither directors nor officers shall receive any compensation for their services. They may be reimbursed for actual and proper out of pocket expenses related to the proper discharge of their duties and shall submit proper receipts for same.

4.15 Committees. The board of Directors may appoint from time to time such committees deemed necessary for the efficient operation of the Association. All committee meetings shall be posted in the same manner as meetings of the Board of Directors. Minutes shall be taken and retained in the official records.

4.16 Emergency Powers. In the event of an “emergency” as defined below, the Board may exercise the emergency powers described in this Section and any other emergency powers authorized by Sections 617.0207 and 617.0303, and 718 Florida Statutes as amended from time to time.

- a. The Board may name as an assistant officer persons who are not Directors who shall have the same authority as the executive officers during the term of the emergency.
- b. The Board may relocate the principle office or authorize officers to do so.
- c. During the emergency the Board may hold meeting with notice to only those Directors with whom it is practical to communicate. The Director or Directors present shall constitute a quorum.
- d. Corporate action taken in good faith during an emergency under this Section shall bind the Association and shall have rebuttal presumption of being reasonable and necessary.
- e. Any officer, director or employee of the Association acting with reasonable belief that his action are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.
- f. These emergency Bylaws shall supersede any inconsistent or contrary provision of the Bylaws during the period of the emergency.
- g. For the purpose of this Section only, an “emergency” exist only during a period of time that the property is subjected to:

- 1) a state of emergency declared by local authorities;
- 2) a hurricane warning;
- 3) a evacuation order;
- 4). Federal or State “disaster area” status; or
- 5) a catastrophic occurrence whether natural or manmade which seriously damages the property.
- 6) An emergency also exist for purpose of this Section doing the time when a quorum of the Board cannot readily be assembled. A determination by the President or any two (2) directors that an emergency exist shall have presumptive validity.

5. OFFICERS:

5.1 Officers and Elections. The executive officers of the Association shall be the President, Vice-President, Secretary and Treasurer all of whom shall be Directors and elected annually by the Board of Directors. Any officers may be removed with or without cause by a vote of a majority of all Directors at any meeting.

5.2 President. The President shall be the chief executive officer of the Association, shall preside at all meetings of members and directors and shall be an ex-officio of all committees.

5.3 Vice-President. The Vice- President shall in the absence or disability of the President perform all duties of the President.

5.4 Secretary. The Secretary shall attend all meetings of the Membership and the board of Directors and shall cause all votes and minutes of all proceedings to be recorded and kept in the official records of the Association.

5.5 Treasurer. The treasurer shall be responsible for Associations funds and securities, and overseeing the accounts maintained by the Management Company of the Association. He shall render to the Directors at meetings of the Board an accounting of the finances of the Association.

6. FISCAL MATTERS:

6.1 Depository. The Association shall maintain its funds in such insured financial institutions authorized to do business in the State of Florida. Withdrawal of such monies shall be by such persons as are authorized by the Board. The board may invest

Association funds in interest bearing accounts as money market, certificate of deposit, U. S. Government securities, and other similar insured investment vehicles.

6.2 Budget. The board of Directors shall adopt a budget of common expenses for each fiscal year. A copy of the proposed budget and a notice stating the time and place of the meeting of the board at which the budget will be adopted shall be mailed to each Member fourteen (14) days prior to that meeting. The proposed budget shall be detailed and show the amounts budgeted by income and expense classification.

6.3 Statutory Reserves for Capital Expenditures and Deferred Maintenance. In addition to annual operating expenses the proposed budget must include reserves for capital expenditures and repairs. Reserved funds are pooled.

6.4 Other Reserves. In addition the Board may establish ‘contingency reserves’ as defined in Rule 61B-22.001(14), Florida Administrative Code as amended from time to time. The purpose of these contingency reserves is to avoid the need for special assessments on a frequent basis. The amount proposed to be reserved shall be shown in the proposed annual budget as a line item in the operating portion of the budget. These funds may be spent for any purpose approved by the Board.

6.5 Assessments. Regular annual assessments based on the adopted budget shall be paid annually. Failure to send or receive notice of assessments shall not excuse the obligation to pay. Any assessment not paid by ten (10) days from the date due shall have a late fee applied to the maximum allowed by law and interest of the maximum allowed by law from the date due. If any assessment is not paid by the tenth (10) day from due, a letter shall be sent advising the Member as to his overdue account and the penalties applied. Should the assessment not be paid by thirty (30) days due the account with late fee and interest shall be referred to the Association’s attorney for collection to include all attorney’s fees. A letter shall be sent advising the Member of the action taken. It is the responsibility of all Members to keep the Association’s Management Company advised of a current mailing address and phone number.

6.6 Special Assessments. Special Assessments may be imposed by the Board of Directors when necessary to meet unusual, unexpected, unbudgeted or non-recurring expenses. Special assessments are due on the date specified in the resolution of the Board approving such assessment. Written notice of any Board meeting at which a non-emergency special assessment will be considered must be mailed or electronically transmitted to all Members at least fourteen (14) days prior to the meeting and the notice shall state the purpose of the special assessment and the funds collected must be spent for that stated purpose. Any funds remaining may be returned to the Members or applied to future assessment at the discretion of the Board. Assessments not received by ten (10) days from the date due shall be handled as in Section 6.5 above.

6.7 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all Members who control or disburse Association funds. The Association's Management Company shall obtain and maintain adequate insurance or fidelity bonding for all employees who control or disburse Associations funds. The Association shall bear the expense of bonding its members as a common expense.

6.8 Fiscal year. The fiscal year of the Association shall be from April 1 through March 31.

6.9. Financial Statement. The Membership, by a majority vote, may waive the requirement for a CPA year end Compilation.

7. RULES AND REGULATIONS: The Board of Directors may from time to time adopt and amend administrative rules and regulations governing the operation of the Association and the use, occupancy, alteration, maintenance, and appearance of the property managed by the Association. Copies of the Rules and Regulations shall be distributed to each Member. Rules and regulations need not be recorded in the records of Lee County, Florida.

8. COMPLIANCE AND DEFAULTS: REMEDIES: In addition to the remedies provided elsewhere in the Documents of the Association, the following provisions shall apply.

8.1 Fines and Suspension. The Board may impose fines and suspension of use rights (if allowed by law) against Members who commit violations of these Documents and the Rules and Regulations and /or fail to pay assessments or other amounts due and owing. Fines shall be assessed at the rate of \$100 per day, or the maximum allowed by law, to a maximum of \$1000, or the maximum allowed by law.

a. The Harbormaster will apply a violation notice to the boat or slip involved in the violation and attempt to contact the Member by phone. He will notify the Association's Management Company who shall mail by certified and regular mail a notice to the Member at the location previously supplied by the Member. If the violation is not corrected by ten (10) days from the date of the certified letter the fines in Section 8.1 above may apply.

If a violation is a threat to health and safety or a disturbance the violation must be corrected immediately upon notification. If not corrected within two (2) hours of notification a fine of \$100 per day, or the maximum allowed by law, to a maximum of \$1000, or the maximum allowed by law, may be applied for each day of non compliance.

If a boat sinks, proposed a threat to health or safety or is not maintained in a seaworthy condition the Association may have the boat salvaged, towed and stored offsite . The boat owner and or person who owns the use right to the slip agrees to hold the Association harmless for any damages and is responsible for all cost of salvage, towing and storage.

b. The party against whom the fine or suspension is imposed shall be afforded an opportunity for a hearing before a committee of other Members after a notice of not less than fourteen (14) days mailed by certified and regular mail to the address previously supplied to Management by the Member and the notice shall contain:

- 1) A statement of the date, time and place of the hearing.
- 2) A statement of the Declaration, Bylaws, or Rules and Regulations violated.
- 3) A statement of matters asserted by the Association.
- 4) The amount of the proposed fine or description of suspension to be imposed.

c. The person against whom the fine or suspension has been imposed shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and has the opportunity to respond to any material considered by the Association. The Member shall be the party ultimately responsible for paying the fine regardless of whether the fine relates to conduct by the Member, family or guest.

d. Suspensions and Fines without Hearings. The forgoing notwithstanding, as allowed by law, no prior notice or opportunity for a hearing is required for the imposition of a fine or suspension for failure of a member to pay assessments or other charges due.

8.2 Mandatory Non Binding Arbitration. In the event of a dispute between a member and the Association, the parties must submit to mandatory non binding arbitration prior to filing of a suit. Nothing herein shall be constructed to require arbitration of disputes related to the levy of assessments, fines, or other fees.

8.3 Availability of Remedies. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of violations regardless of the harshness of the remedy utilized by the Association and regardless of availability of other legal remedies. It is the intent of all Members to give the Association methods and procedures which will enable it to operate on a business basis, to collect those monies due it and to preserve the majority's right to enjoy the property managed by the Association free from unreasonable restraint and annoyance.

9. AMENDMENTS OF BYLAWS: Amendments to these Bylaws shall be proposed and adopted in the following manner.

9.1 Proposal. Amendments to the Bylaws may be proposed by a majority of the Board of Directors or by written and signed petition of a least twenty five percent (25%) of the Membership.

9.2 Upon any amendment or amendments to these Bylaws being proposed, they shall be submitted to vote of the Members no later than the next Annual Meeting for which proper notice has been posted.

9.3 Vote Required. A proposed amendment or amendments to these Bylaws shall be adopted if there is an affirmative vote by sixty six and two thirds percent (66 2/3%) of the total membership of the Association, one hundred and sixty seven (167) votes, voting in person or by proxy at a duly held meeting, a annual or special meeting called for that purpose with proper notice having been given. Amendments may also be adopted by an affirmative written consent of sixty six and two thirds percent (66 2/3%) of the total Membership, one hundred and sixty seven (167) affirmative votes. The Board of Directors may amend these Bylaws to correct scrivener's errors or omissions and amend and restate the Bylaws in order to consolidate into one document amendments previously adopted. Amendments adopted by the board shall occur at a duly notice Board meeting with the adoption set forth on the agenda.

9.4 Certificate: Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted, which certificate shall be in the form required by law and shall be executed by the President or Vice-President. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Lee County, Florida.

10. MISCELLANEOUS:

10.1 Gender. Whenever the masculine or singular form of pronouns used in these Bylaws it shall be constructed to mean the masculine, feminine, neuter, singular or plural as the context requires.

10.2 Severability. Should any portion herein be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist or herein after arise with respect to the interpretation of these Bylaws and the Declaration or Articles of Incorporation, the provisions of the Declaration and the Articles of Incorporation shall prevail over the provisions of the Bylaws.

10.4 The Board of Directors may hire such licensed management company or companies as they deem necessary from time to time.

10.5 The Association shall maintain a roster of all members containing such information as the Board feels necessary to include but not limited to the members name, address, phone number, dock assignment and assessment status, and any other records necessary and prudent for good business practices. It is the responsibility of all members of the association to keep the management company informed as to current contact information. Failure to do so by the members shall not constitute a valid reason for late payment of assessments, notification of violations of the rules and regulations, fines or payment of fines or any other business which may necessitate contact with the member.

The following pages illustrate the property lines of the Boardwalk Caper Condominium Associations which own the property administrated by the Boardwalk Caper Boating Association, Inc.

The following pages illustrate the approximate water space measured between the first pilings from the lower boardwalk on the finger piers.

Individuals who own the use right to a boat slip should in all cases personally inspect the slip to determine the usable water space in which a boat may be placed.

The following pages are taken from the survey plat which measures the distance from the center point of the finger pier where it joins the lower boardwalk to center point of the adjacent finger pier.

Individual who own the use right to a boat slip should in all cases personally inspect the slip to determine the usable water space in which a boat may be placed.

BOARDWALK CAPER YACHT CLUB

The Boardwalk Caper Yacht Club is a Committee of the Boardwalk Caper Boating Association Inc. Membership is voluntary and is open to all unit owners in the Boardwalk Caper Complex.

For further information and applications contact the Harbormaster.