

213.00
41.00
1.00 CC

Record and Return To:

C- Harbor Title & Escrow Company
Attn: Denielle M. Landers, CLA
3755 7th Terrace, Suite 301
Vero Beach, Florida 32960

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

1420467

03 FEB 27 AM 9:49

OR1567PG2354

MARINA MAINTENANCE AGREEMENT
FOR
GRAND HARBOR DEVELOPMENT OF REGIONAL IMPACT
AND
AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND
EASEMENTS FOR GRAND HARBOR COMMUNITY ASSOCIATION

THIS AGREEMENT ("Agreement") is entered into this 26th day of February, 2003, (the "Effective Date") by and between **GHA GRAND HARBOR, LTD., a Florida limited partnership, ("Developer"); GRAND HARBOR COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, ("GHCA"); and GRAND HARBOR MARINA, INC., a Florida corporation, ("Marina Owner").**

WITNESSETH:

WHEREAS, the Developer caused, either directly or indirectly, the Declaration of Covenants, Restrictions and Easements for Grand Harbor Community Association to be recorded amongst the Public Records of Indian River County, Florida in Official Records Book 796, Page 0163, as amended (the "Declaration"). The Declaration was amended in Official Records Book 849, Page 1646 (the "Amendment").

WHEREAS, the Declaration and Amendment set forth certain obligations and procedures for GHCA maintaining all, or a portion of, the Grand Harbor Marina and Yacht Basin (the "Marina"), as described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Marina Owner owns the Marina based on that certain deed dated January 11, 2000 and recorded in Official Records Book 1312, Page 1485, and neither the Developer nor GHCA have any ownership interests whatsoever in the Marina notwithstanding the maintenance obligations of GHCA, as set forth in the Declaration and Amendment.

WHEREAS, Marina Owner has agreed to relieve GHCA of its maintenance obligations in the Marina under the Declaration and Amendment and agrees to be responsible for all of the cost of maintaining the Marina that would have been the financial responsibility of GHCA under the Declaration and Amendment; and

WHEREAS, this Agreement is intended to conclusively resolve all issues concerning the ownership and maintenance of the Marina through and including the date of this Agreement and shall be considered a further amendment to the Declaration as well as a separate agreement by and between the parties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter set forth, the Parties agree as follows.

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. OWNERSHIP OF THE MARINA. The parties hereto agree and acknowledge that the Marina Owner owns the Marina and that the Developer and GHCA have no rights, interests and title whatsoever in the Marina. The Developer and GHCA hereby quit-claim, transfer, release and assign to Marina Owner their interests, if any, in the Marina forever.
3. MAINTENANCE OF THE MARINA. The parties hereto agree and acknowledge that neither the Developer nor GHCA have any maintenance obligations in or relating to the Marina. Marina Owner hereby accepts all of the maintenance obligations of GHCA under the Declaration and Amendment relating to the Marina forever.
4. ADDITIONAL AMENDMENT TO DECLARATION. Section 16 of the Amendment states:

Article IV, Section 1. The fifth paragraph in this subsection is hereby deleted in its entirety and is replaced by the following:

“The Association shall be responsible for maintenance of the Marina basin and harbor channel. All costs of such maintenance shall be treated as a Common Expense. The Association shall promulgate rules and regulations regulating safety and protecting wildlife in the Marina basin, harbor channel and other navigable waterways within the Properties.”

This section of the Declaration and Amendment is hereby deleted in its entirety and is replaced by the following:

“The Marina Owner shall be responsible for maintenance of the Marina basin and harbor channel under the Declaration and any amendment thereto, and not the Association. The costs of said maintenance should not be treated as a Common Expense of the Association. The Marina Owner and not the Association shall promulgate rules and regulations regulating safety and protecting wildlife in the Marina basin and harbor channel within the Property.”

5. PEACEFUL ENJOYMENT OF THE MARINA. In consideration of Marina Owner accepting the maintenance obligations of GHCA hereunder, GHCA for itself, its board of directors and officers and its members, agents, successors and assigns, does hereby acknowledge and agree that the current and future operations and expansion of the Marina is positive for the overall Grand Harbor community and that Marina Owner has the right to the peaceful enjoyment of the Marina as it currently exists and as it will exist in the future after the expansion of the Marina. The parties hereby agree and acknowledge the expansion of the Marina will not exceed the number of slips as located on the sketch described in Exhibit “B” attached hereto and made a part hereof.
6. RELEASE. As of the Effective Date, GHCA for itself, its board of directors and officers and its representatives members, agents, successors and assigns, for and in consideration of the mutual benefits flowing from one to the other under this Agreement, does hereby release, acquit and forever discharge, the Developer and Marina Owner, its officers, directors, agents, employees, shareholders, affiliates, related entities and successors in interest, of and from any and all claims, demands, damages, attorneys’ fees, costs, expenses, actions, causes of actions, suits at law or in equity, or sum or sums of money arising from any act, occurrence or omission relating to the Developer’s and/or Marina Owner’s obligation to maintain the Marina (excepting the Developer’s and Marina Owner’s obligations contained in this Agreement). This release is conditional only upon the Marina Owner maintaining the Marina in compliance with the terms of this Agreement. The parties hereby released expressly deny liability of any sort by reason of any alleged acts, incidents or events. No other purported claims against the Developer are being released.

7. INDEMNIFICATION. As of the Effective Date, Marina Owner, for itself and its successors and assigns, hereby agrees to indemnify, hold harmless and defend GHCA, in the event of any claim, action, demand or liability relative to enforceability or validity of this Agreement and any provision thereof.
8. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEVELOPER, MARINA OWNER AND GHCA.
- a. Organization and Good Standing. Each of the organizations executing this Agreement validly exists and is in good standing under the laws of the State of its formation, with the power and authority to conduct the business it presently conducts pursuant to its respective governing documents.
- b. Authorization of Agreement. The execution, delivery and performance of this Agreement and all related agreements and other documents required to be delivered hereunder and all transactions contemplated by this Agreement, have been duly and validly authorized by all necessary action on the part of each of the respective parties, and will not violate any law, government rule or regulation, or result in a default under any agreement, contract or other documents to which that party is bound. This Agreement and all related agreements and other documents required to be delivered hereunder, when delivered will be validly and legally binding upon the party delivering said documents and agreements, and enforceable in accordance with its terms.
- c. GHCA Action. The board of directors and officers of GHCA hereby represent, warrant and covenant to the Developer and Marina Owner that they have the power and authority to enter into this Agreement and to bind GHCA and that all necessary actions, notices and meetings under the governing documents of the GHCA and all applicable statutes, rules and regulations, including without limitation, Chapter 617 and 720, Florida Statutes, shall have occurred prior to the Effective Date of this Agreement. In this regard, copies of such approvals and minutes of the applicable actions of the Board of Directors and related associations are attached hereto as Exhibit "C" and made a part hereof. The GHCA hereby agrees to indemnify, hold harmless and defend the Developer, its officers, directors, employees and agents, in the event of any claim, action, demand or liability relative to the enforceability or validity of this Agreement and any provision thereof.
9. MISCELLANEOUS.
- a. Prior Agreements. This Agreement and all Schedules and Exhibits hereto constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all other agreements and understandings associated with maintenance and ownership of the Marina, either oral or in writing, between the parties hereto with respect to this subject matter.

- b. Additional Acts. Each party hereby agrees to perform any further acts and to execute any further documents that may be reasonable and necessary to carry out the provisions of this Agreement.
- c. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of Indian River County and the State of Florida, applied without giving effect to any conflicts-of-laws principles. Further, the parties agree that in the event of any litigation arising out of the terms of this Agreement that venue of such action shall be in Indian River County, Florida.
- d. Captions. The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope of intent of the provisions of this Agreement.
- e. Severability. The provisions of this Agreement shall be severable, excluding Section 6, and if any provision shall be determined to be invalid, void or unenforceable in whole or in part for any reason by a court of competent jurisdiction, the remainder of the Agreement shall be deemed to be enforceable to the maximum extent permitted by law. However, if Section 6 is determined to be invalid, void or unenforceable in whole or in part for any reason by a court of competent jurisdiction, then the remainder of the Agreement shall be null and void and all payments made by the Marina Owner hereunder for the maintenance of the Marina, together with any and all applicable interest, shall be returned by GHCA to the Marina Owner from the date of this Agreement to the date of such a finding under this subsection.
- f. Modifications. This Agreement may not be changed or terminated orally, but may only be changed by a unanimous vote of the directors of the GHCA, Developer and Marina Owner (or their successors and/or assigns).
- g. No Rule of Construction. The parties acknowledge that this Agreement was initially prepared by Developer and Marina Owner solely as a convenience and that all parties and their counsel have read and fully negotiated all the language used in this Agreement. The parties acknowledge and agree that because all parties and their counsel participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes any language, whether ambiguous, unclear or otherwise, in favor of, or against any party by reason of that party's role in drafting this Agreement.
- h. Counterparts. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument.

- i. Binding Effect. This Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their successors and assigns and all members of the GHCA (both present and future). Subject to the foregoing sentence, no person or entity not a party hereto shall have any right under or by virtue of this Agreement.
- j. Attorney's Fees. In the event it is necessary for either party to this Agreement to file any legal proceedings to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and cost of such action, including but not limited to attorneys' fees and costs of any Bankruptcy or Appellate proceedings with such action.
- k. Dispute Resolution. The parties hereby agree that a precondition to any legal or equitable action being filed to enforce the terms and conditions of this Agreement shall be that the parties attend a pre-suit mediation conference before a certified mediator in the Nineteenth Judicial Circuit. Mediation shall be conducted pursuant to the laws of the State of Florida and Florida Rules of Civil Procedure. The mediation conference shall be held within sixty (60) days of either party requesting such mediation conference.

(Signatures on following pages)

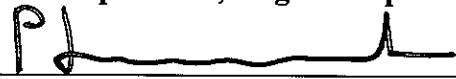
OR 1567PG2359

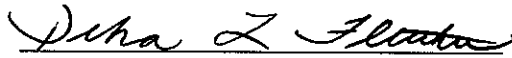
Signed, sealed and delivered in the presence of:

**GHA GRAND HARBOR LTD.,
a Florida limited partnership**

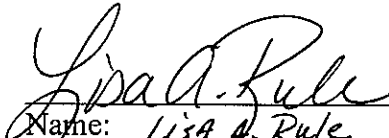
**By: GHA Development, Inc.,
a Florida corporation, its general partner**

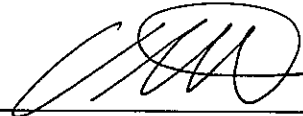

Name: Helen Borchers

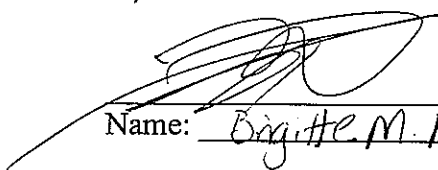
By: 
Name: Peter J. Henn
Title: President


Name: DEDRA L. FLETCHER

**GRAND HARBOR COMMUNITY
ASSOCIATION, INC., a Florida not-for-
profit corporation**


Name: Lisa A. Rule

By: 
Name: Annabel North
Title: President


Name: Brigitte M. Humphrey

DR 1567PG2360

GRAND HARBOR MARINA, INC., a
Florida corporation

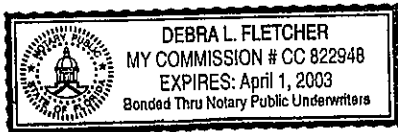
Helen Borchers
Name: Helen Borchers

By: PJ
Name: Peter J. Henn
Title: President

Debra L Fletcher
Name: DEBRA L. FLETCHER

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26th day of February, 2003, by Peter J. Henn, as President of **GHA Development, Inc., a Florida corporation**, as general partner of **GHA GRAND HARBOR LTD., a Florida limited partnership**, on behalf of said entities, who is (or are) personally known to me.



Debra L Fletcher
My Commission Expires:
Print Name: _____
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26th day of February, 2003, by Anna Bel North, as President of **GRAND HARBOR COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation**, who is personally known to me.



Debra L Fletcher
My Commission Expires:
Print Name: _____
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26th day of February, 2003, by Peter J. Henn, as President of **GRAND HARBOR MARINA, INC., a Florida corporation**, who is personally known to me.



Debra L Fletcher
My Commission Expires:
Print Name: _____
Notary Public, State of Florida

OR 1567PG2361

EXHIBIT "A"

Tract A of Grand Harbor Plat 12, according to the plat thereof, as recorded in Plat Book 13, Page 95, of the Public Records of Indian River County, Florida.

OR 1567 PG 2362

FIGURE 2

BIOLOGICAL RESEARCH ASSOCIATES
Environmental Consultants

Harborside #3
Harbor's Edge #1 and #2 *all*
Harbor Front

Grand Harbor Marina
Slip Location Numbers
50 to 185 and 269 to 272

Riverfront 8
Riverfront 9
Riverfront 10
(29 homes)

Harbor's Edge 1
Harbor's Edge 2
Riverview
(36 homes)

DATE: 04/04/08
PROJECT:
DRAWN BY: REC
CHECKED BY:

Harbor Pointe
(21 homes)

BIOLOGICAL RESEARCH ASSOCIATES
20000 W. 10th Ave., Suite 100, Fort Worth, TX 76116

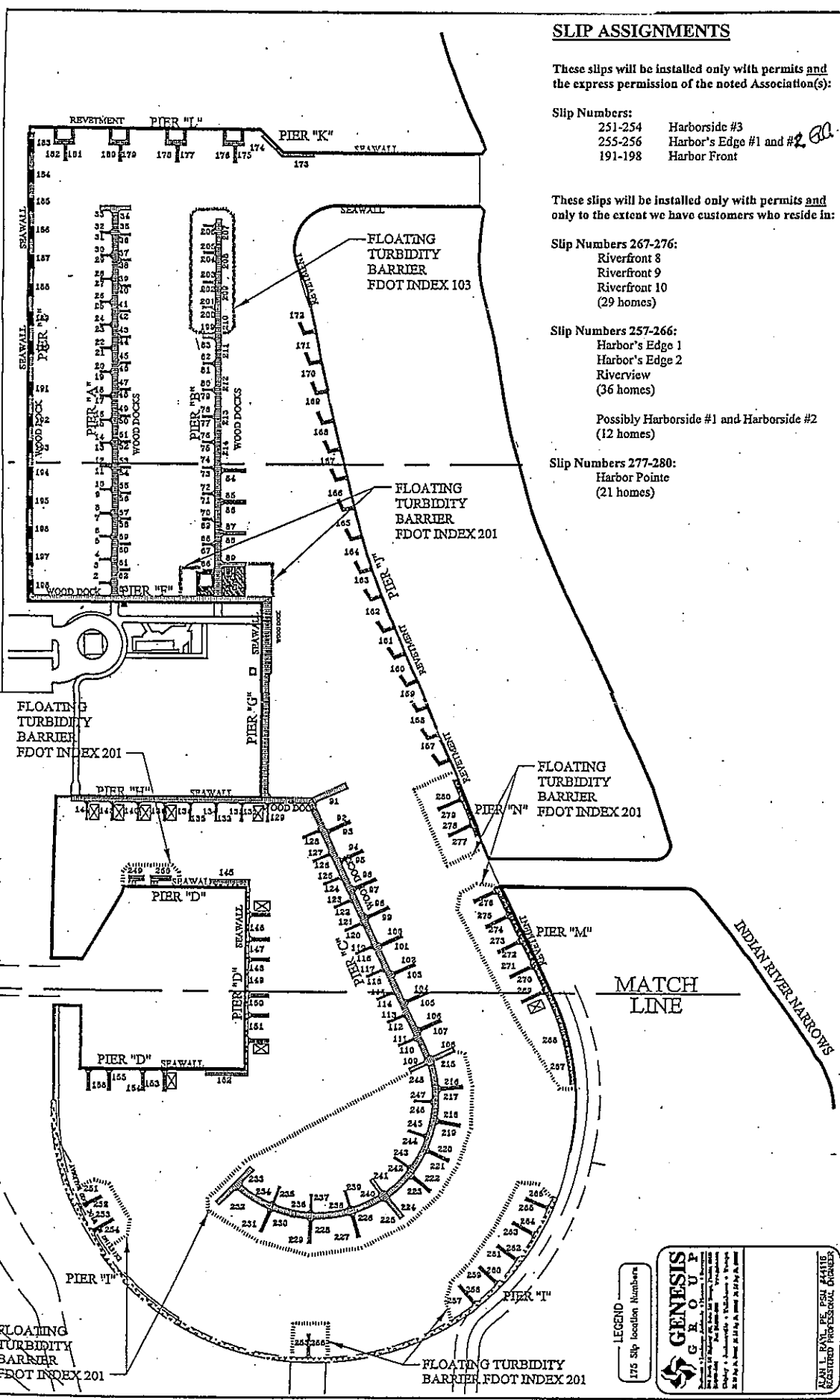
Grand Harbor Marina
Slip Location Numbers
185 to 264 and 01 to 49

DATE: 04/24/03
REQ MGR:
DRAWN BY: DJS
CHECKED BY:



SIMS
Società Italiana di Statistica Medica

OR 1567PG2363



SLIP ASSIGNMENTS

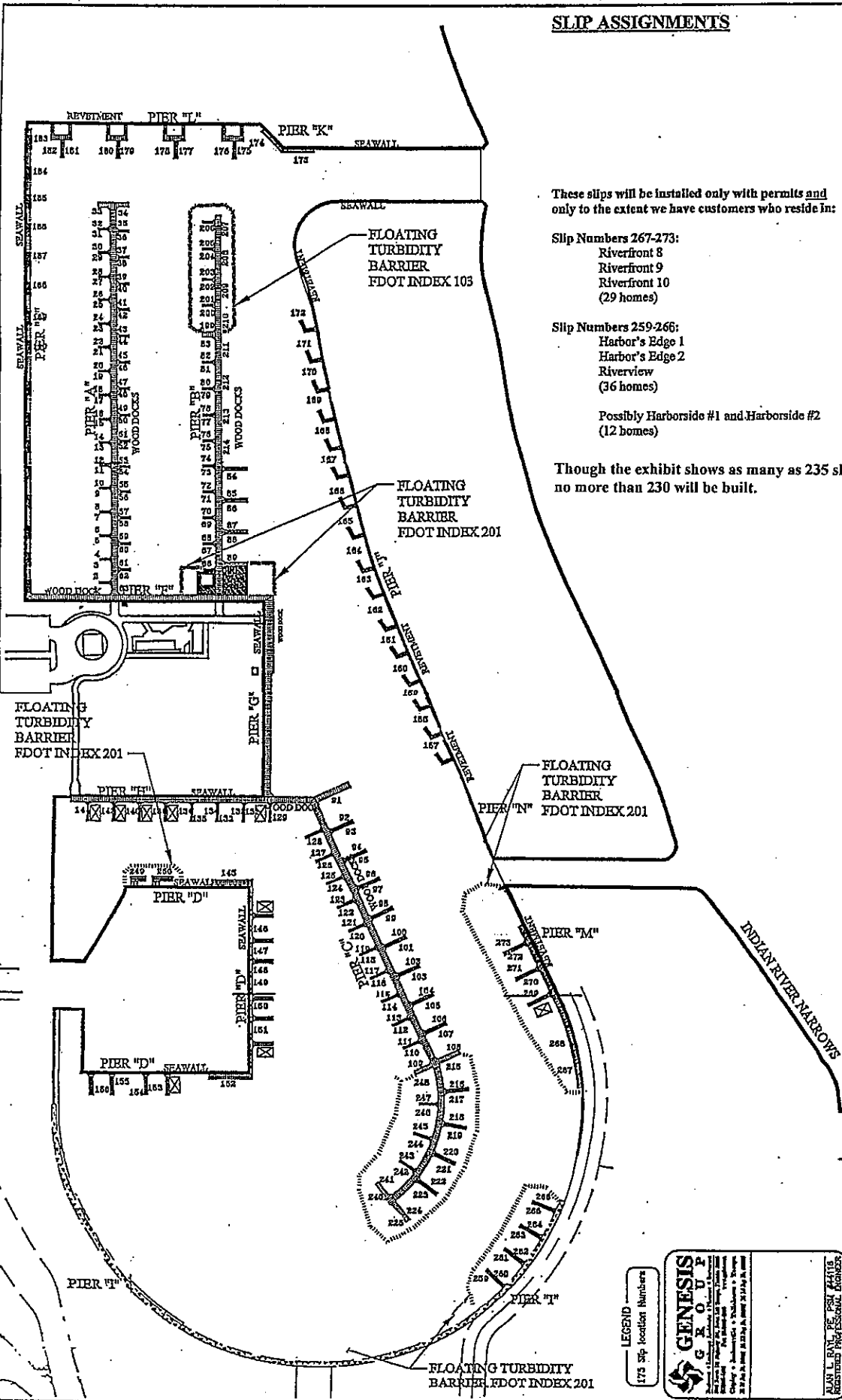
These slips will be installed only with permits and only to the extent we have customers who reside in:

Slip Numbers 267-273:
Riverfront 8
Riverfront 9
Riverfront 10
(29 homes)

Slip Numbers 259-266:
Harbor's Edge 1
Harbor's Edge 2
Riverview
(36 homes)

Possibly Harborside #1 and Harborside #2
(12 homes)

Though the exhibit shows as many as 235 slips,
no more than 230 will be built.



LEGEND
173 Slip location Numbers

GENESIS GROUP
Professional Engineering
1735 S. US Highway 1, Suite 100
Fort Pierce, FL 34949
Phone: 888-888-8888
Fax: 888-888-8888
Email: info@genesisgroup.com
Website: www.genesisgroup.com

ALAN L. BAIL, P.E., P.S.E., C.E.
REGISTERED PROFESSIONAL ENGINEER
No. 12345
State of Florida

FIGURE 5 BIOLOGICAL RESEARCH ASSOCIATES 1735 S. US Highway 1, Suite 100 Fort Pierce, FL 34949 Phone: 888-888-8888	
Grand Harbor Marina Slip Location Numbers 50 to 185 and 269 to 272	
DATE:	04/04/02
PROJECT:	SLIP ASSIGNMENTS
DRAWN BY:	ALB
CHECKED BY:	
PROJECT NUMBER: 2719-005-213	
Grand Harbor Marina Slip Location Numbers 185 to 264 and 01 to 49	
DATE:	04/04/02
PROJECT:	SLIP ASSIGNMENTS
DRAWN BY:	ALB
CHECKED BY:	
PROJECT NUMBER: 2719-005-213	

OR I 567 PG 2364

EXHIBIT "C"

**AMENDMENT TO THE
DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR
GRAND HARBOR COMMUNITY ASSOCIATION
(Developer Approval)**

WHEREAS, a meeting of the Board of Directors of the Grand Harbor Community Association, Inc., was held on 5th day of February 2003, and a quorum of the Board was present.

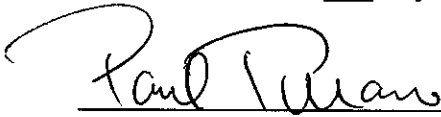
WHEREAS, a motion was made and the Board of Directors approved a resolution for the Grand Harbor Community Association Inc., to enter into a Marina Maintenance Agreement with GHA Grand Harbor Ltd., and Grand Harbor Marina, Inc. setting forth the obligations and procedures for maintaining the Marina within the Grand Harbor Development of Regional Impact.

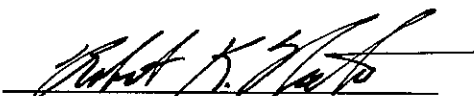
WHEREAS, upon a vote of the Board of Directors, the motion passed unanimously. It is therefore:

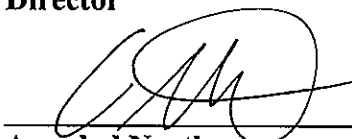
RESOLVED, that Grand Harbor Community Association, Inc. shall enter into a Marina Maintenance Agreement with GHA Grand Harbor, Ltd., and Grand Harbor Marina, Inc. on the form to which this Resolution is attached as Exhibit "B".) It is further

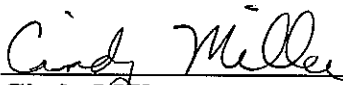
RESOLVED, that the President of Grand Harbor Community Association, Inc. is authorized to execute the Marina Maintenance Agreement with GHA Grand Harbor, Ltd., and Grand Harbor Marina, Inc.

Dated this 5th day of February, 2003.


Paul Turano (resident)
Director


Robert K. Nielsen (resident)
Director


Annabel North
President/Director


Cindy Miller
Vice President/ Director


Henry Kurtyka
Secretary/Treasurer/Director

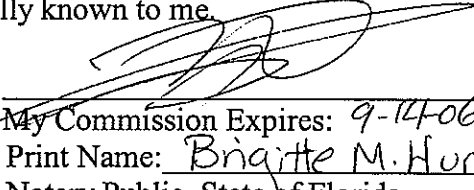
OR 1567PG2365

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003 by **Paul Turano**, as Director of **Grand Harbor Community Association, Inc.**, on behalf of said entities, who is (or are) personally known to me.



BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138602
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services

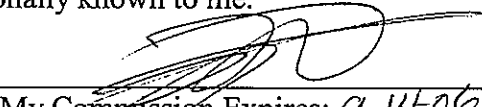

My Commission Expires: 9-14-06
Print Name: Brigitte M. Humphrey
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003 by **Robert K. Nielsen**, as Director of **Grand Harbor Community Association, Inc.**, on behalf of said entities, who is (or are) personally known to me.

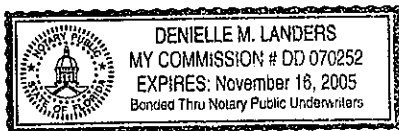


BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138602
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services

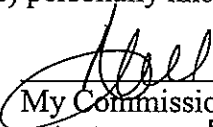

My Commission Expires: 9-14-06
Print Name: Brigitte M. Humphrey
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003 by **Annabel North**, as President/Director of **Grand Harbor Community Association, Inc.**, on behalf of said entities, who is (or are) personally known to me.



DENIELLE M. LANDERS
MY COMMISSION # DD 070252
EXPIRES: November 16, 2005
Bonded Thru Notary Public Underwriters


My Commission Expires: _____
Print Name: Denielle M. Landers
Notary Public, State of Florida

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003 by **Cindy Miller**, as Vice President/Director of **Grand Harbor Community Association, Inc.**, on behalf of said entities, who is (or are) personally known to me.


My Commission Expires: _____
Print Name: _____
Notary Public, State of Florida

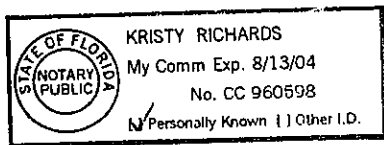


Dwayne E. Tallman
MY COMMISSION # DD128704 EXPIRES
September 6, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

OR1567PG2366

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003 by **Henry Kurtyka**, as Secretary/Treasurer/Director of **Grand Harbor Community Association, Inc.**, on behalf of said entities, who is (or are) personally known to me.



Kristy Richards

My Commission Expires: 8/13/04

Print Name: Kristy Richards

Notary Public, State of Florida

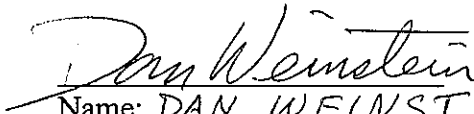
OR 1567PG2367

CONSENT AND AGREEMENT

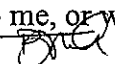
Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

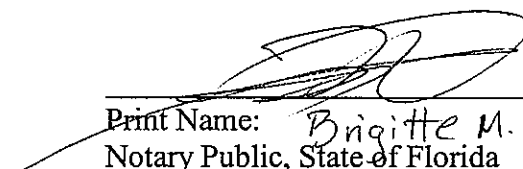
Coventry Island Property Owner's
Association, Inc., a Florida not-for-profit
corporation

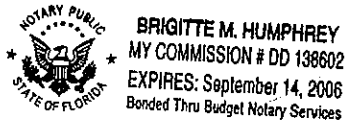

Name: DAN WEINSTEIN
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by Dan Weinstein, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification. 

My Commission Expires: 9/14/06


Print Name: Brigitte M. Humphrey
Notary Public, State of Florida



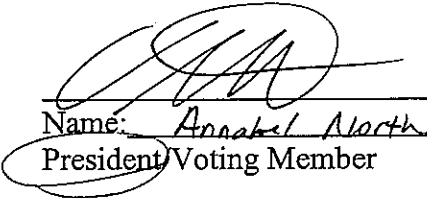
OR 1567PG2368

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

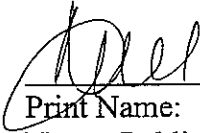
Harbor Island at Grand Harbor Property
Owner's Association, Inc., a Florida not-for-
profit corporation

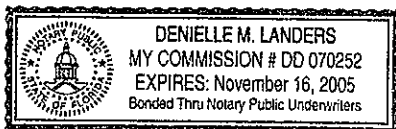

Name: Annabel North
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26th day of February, 2003, by Annabel North, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires:


Print Name: _____
Notary Public, State of Florida

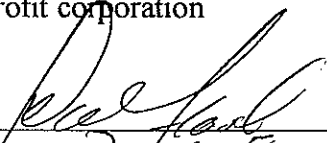


CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

Harbor Links at Grand Harbor Property
Owner's Association, Inc., a Florida not-for-
profit corporation


Name: Donald Flood
President/Voting Member

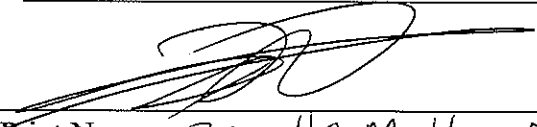
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26th day of February, 2003, by Donald Flood, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification. BNA

My Commission Expires: 9/14/06



BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138602
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services


Print Name: Brigitte M. Humphrey
Notary Public, State of Florida

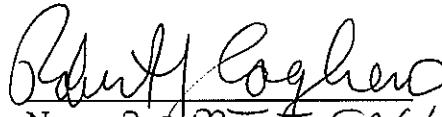
OR1567PG2370

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

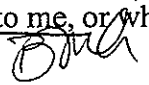
The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

Harbor Side #2 at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation

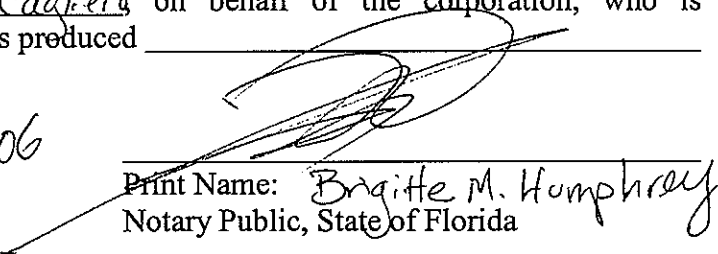


Name: ROBERT T. CAGLIERO
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 24th day of February, 2003, by Robert T. Cagliero on behalf of the corporation, who is personally known to me, or who has produced _____ as identification. 

My Commission Expires: 9/14/06



Print Name: Brigitte M. Humphrey
Notary Public, State of Florida



BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138802
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services

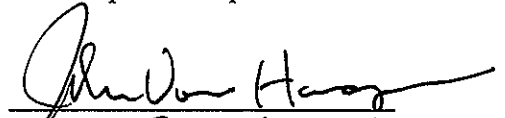
OR1567PG2371

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

Harbor Side #3 at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation

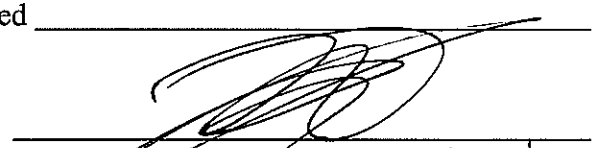


Name: John Van Hagen
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 24th day of February, 2003, by John Van Hagen, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification. Over

My Commission Expires: 9/14/06


Print Name: Brigitte M. Humphrey
Notary Public, State of Florida



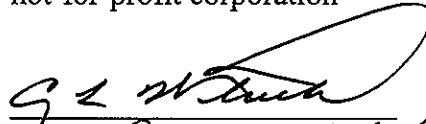
BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138602
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

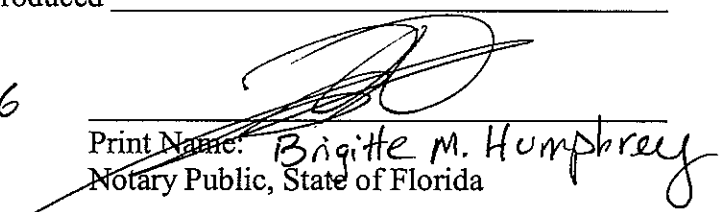
Harbor Side #4 at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation


Name: C. L. Whitehill
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 20th day of February, 2003, by C. L. Whitehill, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My Commission Expires: 9/14/06


Print Name: Brigitte M. Humphrey
Notary Public, State of Florida



BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138602
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

Harbor Side #5 at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation

David E. Berry
Name: DAVID E. BERRY
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by David E. Berry, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification. DM

My Commission Expires: 9/14/06

Brigitte M. Humphrey
Print Name: Brigitte M. Humphrey
Notary Public, State of Florida



BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138602
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

Harbor Village at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation


Name: Peter N. Stoll
President/Voting Member

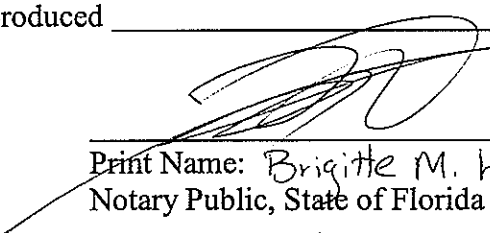
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by Peter N. Stoll, on behalf of the corporation, who is ~~personally known to me, or who has produced~~ _____ as identification. OK

My Commission Expires: 9/14/06



BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138602
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services


Print Name: Brigitte M. Humphrey
Notary Public, State of Florida

OR 1567PG2375

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

Harbor's Edge #2 at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation

Name: G. BARTON
President (Voting Member)

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by G. Barton, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires: 9/14/06

Print Name: Brigitte M. Humphrey
Notary Public, State of Florida

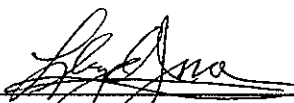
OR 1567P62376

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

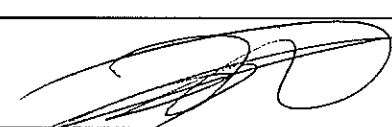
Harmony Island Condominium Association,
Inc., a Florida not-for-profit corporation


Name: LLOYD JONES
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by Lloyd Jones, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification. Done

My Commission Expires: 9/14/06


Print Name: Brigitte M. Humphrey
Notary Public, State of Florida



BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138602
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services

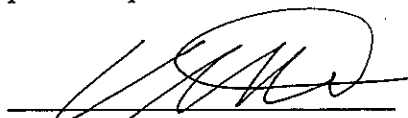
OR1567PG2377

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

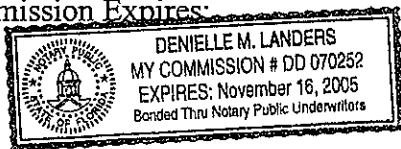
Marina Village at Grand Harbor Property
Owner's Association, Inc., a Florida not-for-
profit corporation

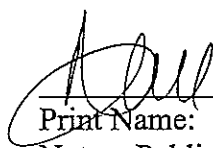

Name: Annabel North
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 20th day of February, 2003, by Annabel North, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires:



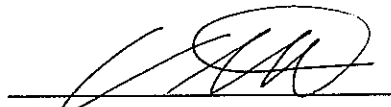

Print Name: _____
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

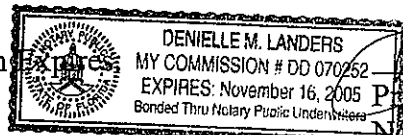
Marina Village Tower I at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation

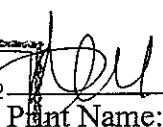

Name: Annabel North
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26th day of February, 2003, by Annabel North, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires:



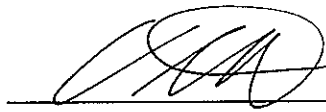

Print Name: _____
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

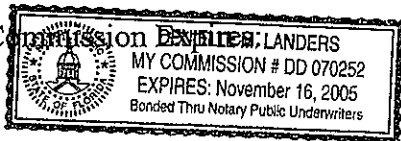
Marina Village Tower II at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation

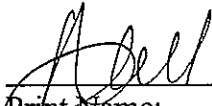

Name: Annabel North
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 10th day of February, 2003, by Annabel North, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires



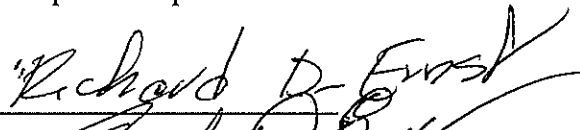

Print Name: _____
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

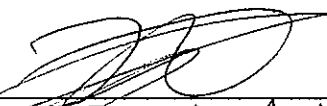
Newport Island at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation


Name: Richard D. Ernst
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by Richard D. Ernst, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification. 

My Commission Expires: 9/14/06


Print Name: Brigitte M. Humphrey
Notary Public, State of Florida



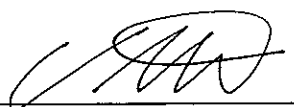
BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138602
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

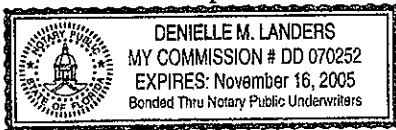
North Harbor Village Property Owner's Association, Inc., a Florida not-for-profit corporation


Name: Annabel North
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26th day of February, 2003, by Annabel North, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires:



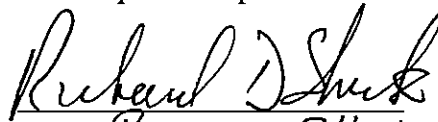

Print Name: _____
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

Osprey Pointe at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation


Name: RICHARD SHICK
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 14th day of February, 2003, by Richard D. Shick on behalf of the corporation, who is personally known to me, or who has produced _____ as identification. 

My Commission Expires: 9/14/06


Print Name: Brigitte M. Humphrey
Notary Public, State of Florida



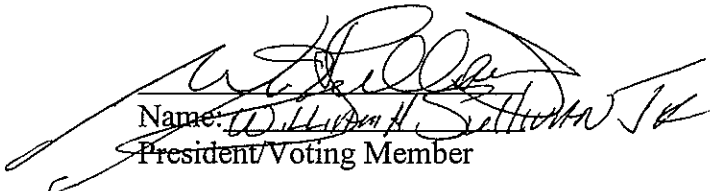
BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138602
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services

CONSENT AND AGREEMENT

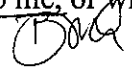
Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

River Club Property Owner's Association,
Inc., a Florida not-for-profit corporation


Name: William H. Sullivan
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by William H. Sullivan, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification. 

My Commission Expires: 9/14/06


Print Name: Brigitte M. Humphrey
Notary Public, State of Florida



BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138602
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services

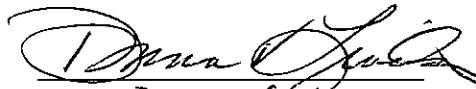
OR 1567PG2384

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

River Pointe at Grand Harbor Condominium Association, Inc., a Florida not-for-profit corporation

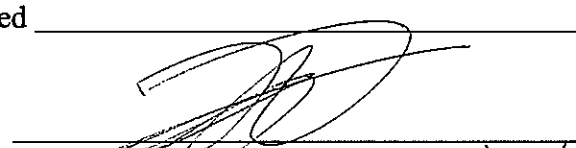


Name: DONNA V. LINDSAY
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by Donna V. Lindsay, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification. BML

My Commission Expires: 9/14/06


Print Name: Brigitte M. Humphrey
Notary Public, State of Florida

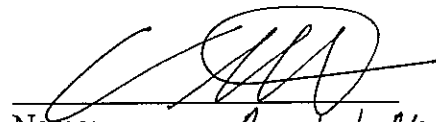
BRIGITTE M. HUMPHREY
MY COMMISSION # DD 138602
EXPIRES: September 14, 2006
Bonded Thru Budget Notary Services

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

River Village Estates at Grand Harbor
Property Owner's Association, Inc., a
Florida not-for-profit corporation


Name: Annabel North
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26th day of February, 2003, by Annabel North, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires:



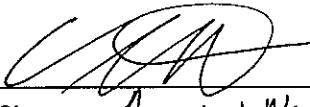

Print Name: _____
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

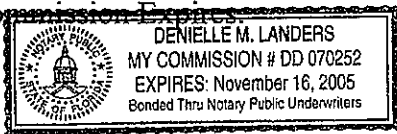
River Village Tower I at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation

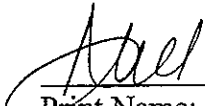

Name: Annabel North
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 20th day of February, 2003, by Annabel North, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires:



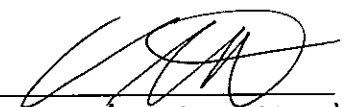

Print Name: _____
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

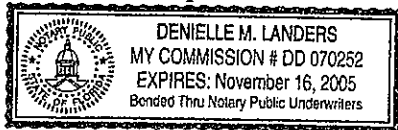
River Village Tower II at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation


Name: Annabel North
President Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26th day of February, 2003, by Annabel North, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires:



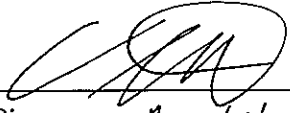

Print Name:
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

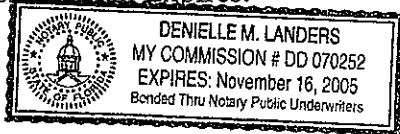
River Village Tower III at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation


Name: Annabel North
~~President~~ Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 21st day of February, 2003, by Annabel North, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires:



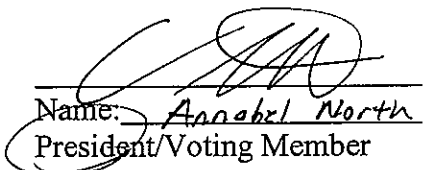

Print Name: _____
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

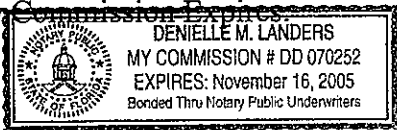
River Village Tower IV at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation


Name: Annabel North
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 26th day of February, 2003, by Annabel North, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires:




Print Name:
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

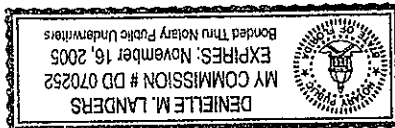
River Village Tower V at Grand Harbor
Condominium Association, Inc., a Florida
not-for-profit corporation

Name: Annabel Martin
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 20th day of February, 2003, by Annabel Martin, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires:



Print Name: _____
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

Riverview at Grand Harbor Condominium Association, Inc., a Florida not-for-profit corporation

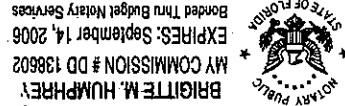
Name: Virginia C. Tullach
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by Virginia C. Tullach on behalf of the corporation, who is personally known to me, or who has produced Doc as identification.

My Commission Expires: 9/14/06

Print Name: Brigitte M. Humphrey
Notary Public, State of Florida



CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

St. Andrew's Island Property Owner's Association, Inc., a Florida not-for-profit corporation

Name: Robert North
President/Voting Member

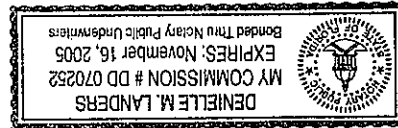
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 21st day of February, 2003, by Robert North, on behalf of the corporation, who is personally known to me, or who has produced _____ as identification.

My Commission Expires:

Print Name:

Notary Public, State of Florida



CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

St. David's Island Property Owner's Association, Inc., a Florida not-for-profit corporation

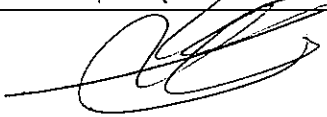
Name: Carol W. MacLean
President/Voting Member

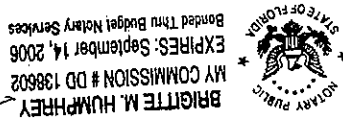
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by Carol W. MacLean on behalf of the corporation, who is personally known to me, and who has produced as identification.

My Commission Expires: 9/14/06

Print Name: Brightte M. Humphrey
Notary Public, State of Florida





 DENIELLE M. LANDERS
 MY COMMISSION # DD 070252
 EXPIRES: November 16, 2005
 Bonded thru Holary Public Underwriters

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

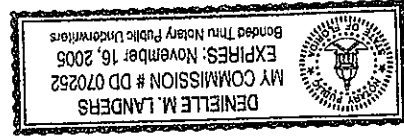
St. Phillip's Island at Grand Harbor Property
Owner's Association, Inc., a Florida not-for-
profit corporation

Name: Annabel North
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 20th day of February, 2003, by Annabel North, on behalf of the corporation, who is personally known to me, or who has produced as identification.

My Commission Expires:



Print Name: _____
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

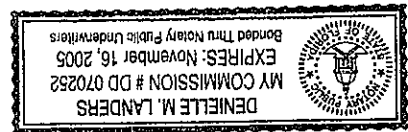
Sunset Cove at Grand Harbor Property
Owner's Association, Inc., a Florida not-for-
profit corporation

Name: Annabel North
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 01st day of February, 2003, by Annabel North, on behalf of the corporation, who is personally known to me, or who has produced as identification.

My Commission Expires:



Print Name: [Signature]
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

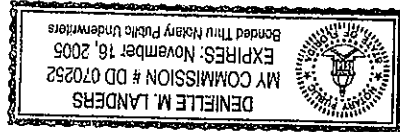
Sunset Trace at Grand Harbor Property
Owner's Association, Inc., a Florida not-for-profit corporation

Name: *Annabel North*
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this *26th* day of February, 2003, by *Annabel North*, on behalf of the corporation, who is personally known to me, or who has produced as identification.

My Commission Expires:



Print Name: _____
Notary Public, State of Florida

CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

Victoria Island Property Owner's Association, Inc., a Florida not-for-profit corporation

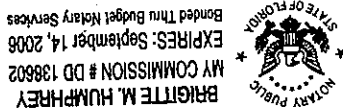
Name: George M. Nagel
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by George M. Nagel, on behalf of the corporation, who is personally known to me or who has produced as identification.

My Commission Expires: 9/14/06

[Signature]
Print Name: Bright M. Humphrey
Notary Public, State of Florida



CONSENT AND AGREEMENT

Consent and agreement by Voting Members of the Grand Harbor Community Association, Inc. to the Marina Maintenance Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association

The undersigned, as Voting Member of the Grand Harbor Community Association, Inc., hereby agrees to be bound by the terms and conditions of the Marina Maintenance Agreement and consent to the Amendment to the Declaration of Covenants, Conditions and Restrictions of the Grand Harbor Community Association, Inc., included in the terms of the Marina Maintenance Agreement.

Wood Duck Island Property Owner's Association, Inc., a Florida not-for-profit corporation

Name: Thomas B. Dooley
President/Voting Member

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 5th day of February, 2003, by Thomas B. Dooley, on behalf of the corporation, who is personally known to me, or who has produced proof as identification.

My Commission Expires: 9/14/06

Print Name: Brightte M. Humphrey
Notary Public, State of Florida

