

**MARINER'S COVE HOMEOWNER'S ASSOCIATION
OF LEE COUNTY, INC.
BOAT DOCK RULES & REGULATIONS**

I. GENERAL RULES

1. All docks and dock improvements including, but not limited to seawalls, if any, are part of the Association Common Elements and/or Association Property and are under the jurisdiction of the Board of Directors. **These Rules shall be construed and interpreted in addition to other Rules and Regulations as well as those restrictions set forth in the Declaration, as amended.** Any violation of any of these rules and regulations, and any disorder or injurious conduct by any owner, crew, or guests to property and/or reputation of the boat dock slips or docking area shall be cause for immediate removal from the dock of the boat in question. The Association is authorized to take such action as may be necessary to eliminate the effect of any violation(s) and assess financial penalties against the person in violation and/or the owner of any boat in violation.
2. Violations should be reported to the Board of Directors and/or the Association's managing agent, via Boat Dock Comment & Concern form. Violations will be called to the attention of the violating Lot Owner by the Board and/or Management. All parties above shall be informed of the violation. Disagreements concerning violations will be presented to and be judged by the Board of Directors, who will take appropriate action.
3. The Dock Master and the Board of Directors have the final decision on the assignment and/or reassignment of boat spaces. The Dock Master and Board of Directors shall require each **"Primary owner occupant of a Lot who is over the age of 55"** that receives a License Agreement for a boat dock space to sign and return a License Agreement as promulgated by the Board. Failure to sign and comply with the terms of the License Agreement shall be grounds for automatic termination of said License Agreement.
4. The Dock Master and the Board of Directors shall maintain a Boat Dock Waiting List. Only the **"Primary owner occupant of a Lot who is over the age of 55"** in Mariners Cove Homeowners Association of Lee County, Inc., and must be in good standing maybe added to the waiting list. The **"Primary owner occupant of a Lot who is over the age of 55"** (hereinafter individually and collectively referred to as **"Lot Owner" or "Lot Owners"**). The Boat Dock Waiting List shall provide the order in which Lot Owners may be offered an available boat dock to obtain a License Agreement to use. In the case that there is not a Waiting List, all docks shall be assigned on a first come, first serve basis. The Dock Waiting List and Boat Dock License Agreement List shall be updated and published at least three (3) times per calendar year.
5. A Lot Owner who is notified of boat slip availability must execute a Boat Dock License Agreement within twenty-four (24) hours of notification and pay the boat dock fee to the Association within ten (10) calendar days or the Lot Owner's name shall move to the bottom of the wait list and the next Lot Owner on the waiting list shall be offered the boat slip unless the boat slip offered does not appropriately accommodate the Lot Owner's boat. Then the Lot Owner's name shall hold its place on the list until such time that an appropriate boat slip becomes available. The Board of Directors and the Dock Master have discretion over whether a boat slip appropriately accommodates a Lot Owner's boat.

6. Engine, television, radio, and other noise must be kept to a minimum. All engines must be equipped with mufflers.
7. The boat ramp is an amenity of the park and is open to all Members of the Association and all Tenants of Members of the Association at no charge. Any Member or Tenant who violates park rules shall not be allowed to use the boat ramp. If a key is required, complete the Boat Launch key request form.

II. USE OF DOCKAGE:

1. Only pleasure or recreational boats, powered by motor in seaworthy condition, under their own power, and with current registration, may be admitted to the dock areas. The use of the Docks for any commercial purpose is prohibited. Without limitation, no vessel docked shall be used for any commercial purpose, including, but not limited to, any charter boat service. In the event of an emergency during a boat Lot Owner's absence, such as a breakdown of a bilge pump, a leak in a hull, bad lines, etc., the Association will contact the boat Lot Owner (see section VIII item 2).
2. Only the **"Primary owner occupant of a Lot who is over the age of 55"** within Mariner's Cove Homeowner's Association may obtain a License Agreement to use a dock. A Lot Owner may only obtain a License Agreement to use one dock. The Lot Owner must provide copy of a current registration of the boat within ninety (90) days of executing a License Agreement for a dock. Only one boat may be approved for each dock space used.
3. Multiple Lot Owners may obtain a License Agreement to use a single dock together. Lot Owners seeking to use a single dock together must all be at the top of the Boat Dock Waiting List for the same dock slip type and must complete the form titled "ADDING LOT TO BOAT DOCK LICENSE." If multiple Lot Owners are using a single dock, each Lot Owner's name must be on the boat's registration. Multiple Lot Owner License Agreements are subject to approval of the Board of Directors and Dock Master. If one Lot Owner on the Boat Dock License Agreement terminates his or her Boat Dock License Agreement, the other Lot Owners shall retain their respective use of the dock under the Boat Dock License Agreement.
4. A Lot Owner shall not permit a visitor to dock a visitor's boat at the Lot Owner's permitted dock space.
5. No renters may use the docks, but they may use the boat ramp. While the Lot Owner rents his lot, the Lot Owner cannot use his dock in Mariner's Cove.
6. The Lot Owner's immediate family, who are in fact residing in Mariners Cove HOA, may use the Lot Owner's permitted boat space under the same regulations as the Lot Owners.
7. No Boat Dock License Agreement shall be passed from a former Lot Owner to a subsequent Lot Owner of the same lot. Except as otherwise provided in these Boat Dock Rules (see item 9 below), if the primary Lot Owner occupant of a lot changes, then the associated Boat Dock License Agreement is considered terminated. The subject dock space shall then be considered available for a new Boat Dock License Agreement and offered to the next Lot Owner on the waiting list.
8. The Board shall have the authority to set the dock fee from time to time. Boat dock fees shall be due and payable to "Mariner's Cove HOA of Lee County" on January 1 of each calendar year. Any Lot Owner who fails to pay his or her boat dock fee in full by January 10 of the current calendar year shall forfeit his or her right to the License Agreement for the dock space.

9. In the event of the death of the Lot Owner who holds a Boat Dock License Agreement, the surviving resident spouse or the domestic partner of the Lot Owner shall be entitled to keep the current Dock License Agreement to the end of the term indicated in the relevant Dock License Agreement. The resident surviving spouse or domestic partner of the Lot Owner must be in good standing with the Association and must comply with all Boat Dock Rules and Regulations and Mariner's Cove governing documents. They will not be allowed to renew the Dock License Agreement unless they are the **“Primary owner occupant of the Lot and over the age of 55”** at time of renewal.
10. Lot Owners who hold a Boat Dock License Agreement shall have the right to renew the Boat Dock License Agreement for the same dock each year provided the dock does not go unused for twelve (12) consecutive months. If a Lot Owner seeks to use a different size dock, he will be placed on the Waiting List and he will continue to use the dock pursuant to the Boat Dock License Agreement he presently holds until a dock of the appropriate different size becomes available for use for that Lot Owner.
11. A Lot Owner who holds a Boat Dock License Agreement may request a temporary exchange using “Dock License temporary exchange form” for the use of his boat dock slip with another Lot Owner who holds a Boat Dock License Agreement for a boat dock slip, “both Lot Owner signatures are required”. Temporary exchanges may not carry over into subsequent calendar year. The exchange does not change the Boat Dock License Agreements.
12. Request for a permanent exchange of Lot Owner assigned Dock License Agreement **of the same dock type (A for A, B for B, C for C or W for W)** must be made in writing using “Dock License permanent exchange form” for consideration and approval, “both Lot Owner signatures are required”.
13. No subleasing of boat docks is permitted.
14. No children under the age of sixteen (16) are allowed on the docks unless accompanied by or supervised by an adult.
15. No diving, or swimming is allowed from the docks, seawalls, and adjacent land.
16. Laundry shall not be hung on boats, docks, or finger piers in the docking area.
17. Boat for sale signs are allowed only on boats.
18. Boat covers and other personal items must be in neat, clean, and good condition. Any moldy or torn items are prohibited and must be removed at the request of the Board of Directors or Dock Master.
19. Failure to use the boat dock for twelve (12) calendar months shall constitute an automatic termination of the Boat Dock License Agreement. Once a dock goes unused for twelve (12) calendar months, the Association shall consider the License Agreement terminated and the subject dock space shall then be considered available for a new Boat Dock License Agreement and offered to the next Lot Owner on the waiting list.

III. COMPLIANCE WITH LAWS:

1. Vessels and boats docked at the park shall comply with all applicable, municipal, county, State, Federal and international laws, ordinances and regulations pertaining to the operation, seaworthiness and cleanliness of such vessels or boats.

IV. LIMITATION OF LIABILITY:

1. Each License Agreement holder and the owner of any vessel using the docks and seawalls assumes all risk of loss or damage to any vessel or other property owned by that owner and assumes all risk of loss or damage to the Association Property or the property of others. The Association shall have no liability or responsibility whatsoever therefore and shall have no responsibility for maintaining any liability or casualty insurance thereon.
2. An owner assumes all responsibility for the vessel to be moored at the dock and to assert no claim of coverage under any insurance policy of the Association for claims arising out of the use of the dock. The Association shall not be responsible for theft of a vessel or any personal property therein or a part thereof, nor shall the Association be responsible for any damage to any vessel.

V. TRASH REMOVAL:

1. No refuse, trash or oil shall be thrown or pumped overboard within the waters of the channel. No person shall discharge oil, spirits, inflammable liquids, holding tanks, or oily bilges in the channel.

VI. DOCKING:

1. Vessel owners are solely responsible for the proper docking of their vessels and are required to maintain dock lines in good condition which are sufficiently strong to secure their vessels at all times.
2. Damage to any dock and seawalls caused by a boat owner's negligence, must be repaired at the boat owner's expense, the repair method must be approved by the HOA Board. Normal upkeep and repairs to the Common Elements due to wear from weather, tides, salt water, etc. will be paid by the Association.

VII. FLAMMABLE ITEMS:

1. Fuels shall be stored only in fuel tanks that are approved by U.S.C.G. or fuel tanks that are integral parts of a vessel.
2. No gas or oil containers, full or empty, shall be left unattended on common grounds, docks, or walkways.

VIII. CONDITIONS OF VESSELS:

1. Boat owners shall maintain their vessels in good, clean, and seaworthy condition, with due regard to fire hazards, and Lot Owners shall be responsible for pumping their vessels when necessary. Vessels showing unusual leakage must be immediately repaired or shall be removed from the dockage at the boat owner's expense. Should any vessel sink at the dock, it must immediately be repaired or removed or will be removed from dockage at the boat owner's expense.
2. If a Lot Owner plans to be absent for an extended period of time (in excess of two (2) week), prior to his departure, the Lot Owner must prepare the dock space and secure his boat and designate and furnish to the Association in writing the name of a responsible firm or individual to care for the boat during a period of absence. The Association assumes no responsibility whatsoever in the event of storms or storm warnings, to warn the Lot Owner or such designee, to prepare the boat or to remove the boats to a safe harborage, or to add additional mooring lines to the mooring pilings, dock or cleats. Halyard lines, if any, must be tied off to reduce noise. The Lot Owner is responsible for any damage caused by his or her boat to the dock area property or other boats.

In the event of a hurricane, or severe storms, all boats must be properly secured or removed from the docking area at least twenty-four (24) hours before the expected landfall of the hurricane. When two boats are tied to one dock, one shall be moved to an empty dock by the Lot Owner or the Lot Owner's representative. Lot Owners of boats remaining in the dock area will be responsible for any damage caused by their boat to the dock area property or other boats.

3. All boats, at all times, shall be tied in such a manner as to prevent damage to the dock and to all other boats.
4. Boats being docked pursuant to a Boat Dock License Agreement shall not exceed twenty (20) feet in length. It is the responsibility of the Lot Owner using a dock pursuant to a Boat Dock License Agreement to ensure that the boat being docked is the correct width and length for the boat slip being used. If the Board of Directors and Dock Master determined that the boat is not the correct size, the Lot Owner shall have 90 days to obtain a boat of the correct size. If the Lot Owner fails to obtain a boat of the correct size within 90 days, the Boat Dock License Agreement will be terminated, and the dock will be made available to the next Lot Owner on the Boat Dock Waiting List.

IX. CHANGES TO DOCKS:

1. No defacing of the docks is permitted, such as the installation of tires to be used as bumpers.
2. In the event a Lot Owner uses additional reflectors on their pilings or docks, the reflectors shall be color reflective.

X. BOAT LIFTS:

1. A Lot Owner may install a boat lift on a dock he is licensed to use. The Lot Owner must obtain and complete a boat lift request form from the Office. The Board of Directors and Boat Master must approve the installation of the lift. The Lot Owner may only install a lift that has been approved by the Board of Directors and Dock Master. The approved boat lift shall be installed at the Lot Owner's expense. Once an approved boat lift is installed, the Lot Owner is responsible for the upkeep and repair of his or her own boat lift.

2. In the event that any damage occurs to any dock or Association property during the installation or removal of a boat lift, the Association is authorized to make necessary and economical repairs for which the Lot Owner of the lift will be charged.
3. If a Lot Owner terminates his or her License Agreement and the Lot Owner has installed a boat lift, the Lot Owner must sell or remove the lift within fourteen (14) days of a subsequent Lot Owner executing a License Agreement for that dock.
4. If a Lot Owner sells his or her lot and the Lot Owner has installed a boat lift, the former Lot Owner must sell or remove the lift thirty (30) days prior to the closing date for the sale of the lot. If the Lot Owner fails to remove the lift thirty (30) days prior to the closing date for the sale of the lot, then the Lot Owner shall be in violation of this Rule. Additionally, if by the date of closing, the lift has not been removed, then the lift shall be considered abandoned and the Association may assume ownership of the lift along with the accompanying responsibilities.

XI. MISCELLANEOUS:

1. In the event any portion of the License Agreement shall be deemed to be in violation of any law of the United States or any law of the State of Florida, said portion, and said portion only, shall be deemed null and void, and the balance of the License Agreement shall remain in full force and effect. The License Agreement shall be interpreted in accordance with the laws of the State of Florida and the laws of the United States. Venue shall be in Lee County, Florida.
2. The Association shall not be liable for the care or protection of the boat (including gear, equipment, and contents) or for any other loss or damage of whatever kind or nature to the boat, contents, gear or equipment whether due to the sole negligence of Association or otherwise.
3. Lot Owner understands that the licensed property is **submerged land**, which may be titled in the State of Florida, the Village of Estero, and Lee County, dedicated to public use, or reserved to a Grantor of a Plat. Lot Owner understands that the Association makes no representation as to the quality of the title to the licensed property. In the event that a claim of superior title or a defeat in title is asserted, or the Association's right to grant this license is contested, Association has discretion to refund Lot Owner's initial payment
4. LICENSEE INDEMNIFIES AND HOLDS ASSOCIATION HARMLESS AGAINST ANY LOSS, COST, SUIT OR CLAIM ARISING OUT OF USE OF DOCK SPACE OR ANY HANDLING OF THE BOAT IN CONNECTION THEREWITH WHETHER OR NOT SUCH LOSS, COST, SUIT OR CLAIM IS BASED UPON THE SOLE NEGLIGENCE OF THE ASSOCIATION OR OTHERWISE.