MARINA RULES AND REGULATIONS
FOR
BOAT DOCK AND DOCK SLIPS OF
HARBOUR POINTE, A CONDOMINIUM

1. No dock slip may be utilized by any person or entity unless authorized by the Declaration of Condominium and approved by the Association. As authorized by the Declaration of Condominium, each dock slip may be reassigned to another condominium unit owner of Harbour Pointe, A Condominium, if such reassignment is consented to in writing by the condominium unit owners affected. Dock slips may not be assigned, or reassigned, to anyone other than the owner of a condominium unit of Harbour Pointe, A Condominium. The condominium unit owners involved in any reassignment of dock slips shall notify the Association in writing of such reassignment. The holder of the assignment of use rights of a dock slip, whether by original assignment from the developer of Harbour Pointe, A Condominium, or by reassignment from another condominium unit owner, will be referred to in these Marina Rules and Regulations as the “Dock Slip Assignee”.

2. Dock Slip Assignees shall register all vessels with the Association. Proof of current registration and insurance shall be required.

3. Only pleasure boats under their own power and sailboats, in good condition, shall be admitted to dock slips at Harbour Pointe, A Condominium.

4. All boats shall use proper tie-up procedures to protect the Boat Dock and other boats. This includes the use of adequate size and number of dock lines and the use of fenders.

5. Repairs of any damage to the Boat Dock caused by a Dock Slip Assignee's boat, or by any boat located in the dock slip with the Dock Slip Assignee’s consent, shall be paid by the Dock Slip Assignee.

6. The Rules of the Road and the Navigation Laws of the United States apply to all vessels in or approaching the dock slips located at Harbour Pointe, A Condominium.

7. The Boat Dock shall be kept free of debris, equipment and hazards. Charcoal fires or open flame of any type will not be permitted on the docks or on the boats.

8. No person shall discharge sewage, effluent, oil, spirits, inflammable liquid or oily bilge's while in or approaching the dock slips.

9. Advertising or soliciting shall not be permitted on any boat. No boat shall be used for business or commercial purposes. No sign shall be permitted on boats other than name of the boat and registration decals and numbers required by governmental authorities with jurisdiction over boats.

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10. There shall be no swimming or diving permitted from the boats, Boat Dock or finger piers.

11. Supplies, materials accessories or debris shall not be stored on any portion of the Boat Dock or walkway.

12. Laundry shall not be hung on boats, docks or finger piers.

13. A boat’s engine(s) shall not be running before 7:00 A.M. or after 9:00 P.M. unless the boat is actually leaving or returning to the dock.

14. No repairs or alterations of boats, other than what is considered normal maintenance shall be permitted at Harbour Pointe, A Condominium. Painting, scraping, or repairing of gear shall not be permitted on the Boat Dock or finger piers. No routine maintenance on vessels is permitted prior to 700 A.M. or after 9:00 P.M. during the week and not at all on weekends and holidays except for emergency repairs.

15. No kind of installation or alteration to the Boat Dock or to any finger piers shall be permitted without written approval of the Association.

16. Violation of rules and regulations, disorder, depredations, or indecorous conduct by a Dock Slip Assignee, or his crew or guests, that might injure a person or cause damage to property shall be cause for immediate removal of the boat in question.

17. In the event of a hurricane, or upon notice from the Association’s Board of Directors, dock slips at Harbour Pointe Condominium must be cleared of all vessels. It is the responsibility of Dock Slip Assignees, prior to evacuation time, to make arrangements for safe anchorage for his or her respective vessel. The Association shall have the right at its sole and absolute discretion, but not the obligation to tow unattended boats to another anchorage or boat yard at the Dock Slip Assignee’s expense and sole risk.

18. No Dock Slip Assignee shall construct a boat lift in his or her assigned dock slip unless a written covenant has been executed by the Association and the Dock Slip Assignee in a form authorized by the Association.

19. The Association shall not be liable for the care or protection of the boat, including its gear, equipment and contents, or for any loss or damage of whatever kind or nature to the boat, its contents, gear or equipment. EACH DOCK SLIP ASSIGNEE SHALL INDEMNIFY AND HOLD THE ASSOCIATION HARMLESS AGAINST ANY LOSS, COST, SUIT OR CLAIM ARISING OUT OF ANY NECESSARY HANDLING OF HIS OR HER BOAT.

20. In the event of an emergency during the Dock Slip Assignee’s absence, (i.e., breakdown of the bilge pump, leak, bad lines, etc.), the Association shall have the right, at its sole and absolute discretion, but not the obligation, to make necessary repairs at the Dock Slip
Assignee's expense and sole risk.

21. It shall be the responsibility of Dock Slip Assignees who are assigned the exclusive use of a dock slip to provide the Association with addresses and phone numbers where Dock Slip Assignees can be reached in case of emergencies. Dock Slip Assignees shall also provide the Association with keys to boats that will be berthed in dock slips at Harbour Pointe, A Condominium, in the event that vessels have to be removed in case of an emergency.

22. Dock Slip Assignees shall be responsible for real estate taxes, personal property taxes, electricity, telephone, water, etc., if any, relating to their dock slip. Dock Slip Assignees shall pay a proportionate share of all utilities used for the dock slips. Upon reassignment by a Dock Slip Assignee of the exclusive right to use of a Dock Slip, the Dock Slip Assignee and the party to whom the exclusive right to use of the Dock Slip is being reassigned shall execute and deliver to the Association a statement on a form provided by the Association for that purpose, providing the following information:

(a) The name and address of the Dock Slip Assignee, and condominium unit number of Harbour Pointe, A Condominium, owned by the Dock Slip Assignee;

(b) The name and address of the condominium unit owner of Harbour Pointe, A Condominium, to whom the subject Dock Slip is being reassigned, and the condominium unit number of Harbour Pointe, A Condominium, owned;

(c) The identifying number and length of the Dock Slip being reassigned;

(d) The total consideration being paid to the Dock Slip Assignee for the reassignment of the Dock Slip;

(e) The effective date of the reassignment of the Dock Slip; and

(f) A commitment by the Dock Slip Assignee and/or the person to whom the Dock Slip is being reassigned to promptly pay all taxes, fees and/or assessments of any nature which may be owed to the State of Florida, Department of Environmental Protection, including, but not limited to, a requirement that six percent (6%) of the gross income derived from the agreement for reassignment of the Dock Slip shall be paid to the Association (who shall, upon receipt, report and transmit said amount to the State of Florida, Department of Environmental Protection), unless such payment is exempt pursuant to authority of Section 253.0347, Florida Statutes, or other applicable provision of law.

23. Dock Slip Assignees shall be required to register with the Association those vessels which will be berthed in and/or moored to their dock slip, providing the following information:

(a) boat name;

(b) registration number;

(c) overall length;
(d) beam;
(e) draft;
(f) captain's name, address and phone number;
(g) Dock Slip Assignee's name, address and phone number (local and emergency).

24. Houseboats shall not be permitted in any dock slips or at the Boat Dock at Harbour Pointe, A Condominium.

25. The Association shall have the right to inspect all boats in the dock slips to determine seaworthiness and adherence to fire and safety requirements of rules and governmental authorities with jurisdiction over dock slips and vessels therein.

26. Noise shall be kept to a minimum at all times. Boat owners shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance.

27. A dock slip may not be leased or assigned separate from the condominium unit to which its use has been assigned, or reassigned, except to the extent authorized by the Declaration of Condominium.

28. No portable or permanent dry-docks, davits, in water boat lifts or similar devices will be permitted in dock slips at any time, except to the extent authorized by the Association pursuant to a written covenant between the Association and the Dock Slip Assignee in a form authorized by the Association.

29. Vessel Size. Vessel size in the boat dock facility at Harbour Pointe, A Condominium shall be limited to the maximum size permitted by the local governing authority; such maximum size may differ from one dock slip to another.

30. Boat Lift and Piling Construction Details:

   (A) The boat lift must be completely self-supporting, but if it adds structural integrity to the finger pier it may be placed against the finger pier, upon prior approval by the Association.

   (B) Each dock slip goes to the center between the finger piers. Therefore, no boat lift can infringe beyond the center line of the area between the finger piers.

   (C) Shared center pilings in the dock slips should be used to the maximum extent possible.

   (D) “DECO” brand boat lifts appear to meet the guidelines, restrictions and requirements provided by these rules and regulations. Copies of documentation regarding “DECO” brand boat lifts are on file in the Association’s office and are available upon request. The Association has not, by rule, mandated a particular brand of boat lift, but reserves the right to do so.
Dock Slip Assignees may rely on the “DECO” box beam style of boat lift as providing guidance for the style of boat lift the Association will approve.

(E) As an alternative to the “DECO” brand of boat lift, the “floor/deck” style of boat lift (such as the boat lifts installed at the southeast corner of the Boat Dock) will generally be acceptable to the Association.

(F) In the event a boat is berthed in the water in a dock slip (i.e., no boat lift), mooring pilings will be required to be installed so as not to use the Boat Dock to secure the boat or as bumpers. The height and location of such mooring pilings will require prior approval by the Association and will be subject to all other provisions of these rules and regulations.

(G) Pilings installed for boat lift supports shall be at a height of eighteen (18) inches above the decking on the Boat Dock.

(H) Pilings installed as mooring pilings, bumper pilings and/or guide pilings shall be the height of the decking of the Boat Dock.

(I) To the extent possible, Dock Slip Assignees should coordinate installation of pilings for boat lift supports such that joint pilings are used.

(J) No pilings shall be installed outside the Boat Dock perimeter or outside the boundaries of the Submerged Land Lease area.

(K) In the event any Dock Slip Assignee desires to install a boat lift or pilings that vary from the recommended guidelines as set forth in these Marina Rules and Regulations, such request shall be submitted by the Dock Slip Assignee in writing to the Board of Directors of the Association (or to such committee as may be established by the Association for this purpose). The decision of the Association’s Board of Directors (or such committee as may be established by the Association for this purpose) in response to the Dock Slip Assignee’s request shall be provided in writing to the Dock Slip Assignee and the written decision of the Association shall be final. In no event will any requests for installation of boat lifts or pilings be approved by the Association if such installation would be in violation of the provisions of the Submerged Lands Lease, the Declaration of Condominium, or any applicable statute, ordinance, rule or regulation.

The undersigned, owner of Condominium Unit _________ of Harbour Pointe, A Condominium and Dock Slip Assignee of the use rights of Dock Slip ________, hereby acknowledges receipt of a
copy of, and agrees to abide by, the **MARINA RULES AND REGULATIONS FOR BOAT DOCK AND DOCK SLIPS OF HARBOUR POINTE, A CONDOMINIUM**, and further acknowledges receipt from the Association Manager of Harbour Pointe of Perdido Key Condominium Association, Inc. of key number _____ for access to the Boat Dock and Dock Slips of Harbour Pointe, A Condominium.

________________________________________
Signature

________________________________________
Date