

VENETIAN ON THE ORTEGA LUXURY CONDOMINIUM ASSOCIATION, INC.
(Venetian)

POLICY RESOLUTION 2010-01 Change 1
(Marina/Boat Slip Policy and Procedures)

WHEREAS, Article 5, Section 16 of the Bylaws of the Venetian on the Ortega Luxury Condominium Association, INC. (“Bylaws”) provides that the Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the condominium and may do all such acts and things not prohibited by law or by the Declaration of the Condominium; and,

WHEREAS, Article XXV, Section 25.04, subparagraph (f) of the Declaration of Condominium empowers the Board of Directors to make and amend reasonable rules and regulations concerning the use of the Marina property; and

WHEREAS, it is recognized that the Association must ensure equitable arrangements as well as safe and attractive marina areas of the community; and,

NOW THEREFORE BE IT RESOLVED that the Board of Directors duly adopts the following Marina/Boat Slips Rules and Regulations:

1. **APPLICABILITY**

The provisions hereof shall be applicable to the Marina and all of the Boat Slips therein (the “Marina”).

2. **VESSELS DEFINED**

For the purposes of this section, “Vessel” shall mean and refer to any Boat Slip Owner’s or lessee’s leisure or recreational motorboat, sailboat or watercraft, together with any dinghy or other permitted boat kept on or attached thereto. No houseboat, airboat, floating home, house-like barge, seaplane, nondisplacement (i.e., air-cushion) or commercial Vessels shall be permitted to be kept in a Boat Slip. In the event of any dispute as to whether a particular Vessel or board is permitted to be kept in the Marina or otherwise operated in the Marina the determination of the Association made in its sole discretion will be dispositive.

3. **USE RESTRICTIONS**

Use of the Marina shall be in accordance with Section XXV of the Declaration of the Condominium and the requirements of this policy note.

4. **MOORING**

Boat Slip Owners are solely responsible for the properly mooring of their Vessels and are required to maintain lines in good condition and sufficiently strong to secure their Vessels at all times. Any special

mooring rules or procedures issued by the Association shall be complied with at all times without exception

5. HURRICANS AND STORMS

During hurricanes, storms and other high velocity wind threats, each Boat Slip Owner shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Association or any other applicable agency. If any Vessel at a Boat Slip sinks as a result of a storm, or for any other reason, the Boat Slip Owner must remove the sunken Vessel from the Marina immediately after the occurrence of such event and, if not so removed within three (3) days after the sinking, the Association may (but shall not be obligated to) remove the same and impose a special assessment as elsewhere herein provided against the Boat Slip Owner for the cost of sail removal. Each Boat Slip Owner shall be deemed to have agreed to indemnify, defend and hold harmless the Association, and to have released the Association and its agents, employees and designees for and from any and all loss or damage incurred in connection with the exercise or not exercise of the Association's rights hereunder. If a Boat Slip Owner plans to be absent during the hurricane season, such Boat Slip Owner must prepare and secure his Boat Slip and secure or remove, as appropriate, his Vessel prior to his departure in accordance with the standards established by the Board of Directors of the Association (or in the absence thereof, will all due care), and shall designate a responsible local firm or individual to care for his Boat Slip and Vessel should there be a hurricane or other storm, and furnish the Association with the name(s), address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the association. The Boat Slip Owner shall be liable for any and all damages caused to the Common Areas, the Vessels, The Condominium Property, or other property of other Unit and Boat Slips Owners for such Boat Slip Owner's improper preparations or failure of removal, as the case may be, of his Boat Slip and Vessel for hurricanes and other storms. Notwithstanding anything contained herein to the contrary, the Association may also levy fines in accordance with its rules and regulations if the Boat Slip Owner fails to abide by the provisions of this paragraph. Notwithstanding the right of the Association to enforce the foregoing requirements, the Association shall not be liable to any Boat Slip Owner's failure to comply with such requirements or Association's failure or inability to effectuate the removal of vessels from the Marina during a storm or threatened storm conditions. Each Boat Slip Owner assumes the full risk of damage or loss to his/her vessel dues to hurricanes, storms or other high wind conditions.

6. OPEN FIRES

No open fires shall be permitted on any Vessel, Boat Slip or any Dock or Pier, except in areas which may be approved for such use by the Board of Directors, and no charcoal, starting fluids or similarly used substances shall be kept in portion of the Marina

7. FISH

No fish or other marine life of any kind shall be cleaned, prepared or processed in any manner on the Docks or Piers except in those areas specifically designated for such use by the Board of Directors.

8. INSPECTION

The Association shall have the right to inspect any Vessel in the Marina to determine its seaworthiness, cleanliness and compliance with all applicable municipal, county, state and federal fire, safety and other regulations, as well as to determine whether the Vessel fits within the applicable Boat Slip. The Association shall have the right (but shall not be required) to remove any Vessel from the Marina which fails to comply with said regulations or fails to fit within the applicable Boat Slip. Each Boat Slip Owner shall be deemed to have agreed to indemnify, defend and hold harmless the Association, its agent, employees and designees for an from any and all loss or damage incurred in connection with the exercise or non-exercise of the Association's rights hereunder

9. POLICE, COAST GUARD

Notwithstanding anything in the Declaration of Condominium or these Rules to the contrary, the Association may permit police, U.S. Coast Guard and similar watercraft to tie-up and be kept on any portion(s) of the Marina designated for such use by the Association.

10. APPEARANCE

No Vessel may be moored at a Boat Slip until such Vessel has been approved by the Association. The minimum standards for such approval shall be compliance of the Vessel with the requirements of the Declaration of Condominium and with those adopted by the Association. The granting of approval for a Vessel shall not, however, be deemed to create any liability of the Association or their officers, directors or members as to the unsafe or unseaworthy condition of any Vessel or any damage to person or property arising therefrom.

11. SANITARY, EQUIPMENT: PUMP-OUT STATION

Each Vessel must have such sanitary equipment on board as is required by all applicable municipal, county, state and federal authorities. No Vessel shall be deemed to be in compliance with this Section if such equipment is not fully operational or if such equipment, such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such

requirements. The Association shall have the right to board a Vessel upon reasonable notice to inspect same for compliance with this Section. Each Boat Slip Owner, as often as necessary, shall be responsible for pumping out and discharging all sewage contained in such holding tank into the an off-site sanitary sewer system. In no event whatsoever may a Boat Slip Owner discharge sewage or any other substance (other than clean bilge water) into the waters of the Marina.

12. STRUCTURES

No Boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained in the Marina unless specifically approved by the Association.

13. MANDATORY VESSEL COVERAGE

Each Unit Owner shall maintain general liability insurance on the Vessel and contents of the Vessel occupying his Boat Slip in the minimum amount of One Hundred Thousand (\$100,000.00) Dollars, combined single limit for personal injury and property damage, the policy of which insurance shall name the Association as an additional insured.

14. REPAIRS PROHIBITED

No repairs or replacement(s) of any kind shall be made to any Vessel while moored at a Boat Slip, except minor repairs aboard the Vessel, without the express written consent of the Association.

15. TRESPASS

The use of the Boat Slip is specifically limited to the owner thereof, as shown on the Association's records and guests and invitees. In the event any other person places a Vessel in a Boat Slip without prior written permission of the Owner and the Association, the Vessel and its owner are hereby deemed trespassers and the trespassing Vessel shall be removed from the Marina at the expense of the Owner of the Vessel or the Boat Slip Owner. The records of the Association shall determine ownership of a Boat Slip. Each Boat Slip Owner shall provide the Association with the identity of the Vessels to be moored in the Boat Slip of the Owner. Any Vessel not previously identified by the Owner found in the Owner's Boat Slip shall be deemed an unauthorized Vessel or trespasser and shall be removed by the Association at the Vessel Owner's expense or the Boat Slip Owner's Expense as provided above. Expenses shall include the cost of towing the Vessel, storage.

17. APPROVED VESSELS

For purposes of this marina/boat slip policy an approved Vessel shall be fully operable, seaworthy, equipped with all safety equipment and licensed and registered in compliance with local, state and federal law or

regulations, except for unapproved vehicles as defined in the Declaration of the Condominium.

18. PERMITS

- a. All Venetian on the Ortega Luxury Condominium VESSELS must be registered with the Association's agent by completing a Vessel registration form available at the Agent's office (Attached as Exhibit A), and providing a copy of the resident's registration (must be current) and insurance at the time of application. All Vessel vehicles that are not registered with the Association will be considered non-resident Vessels. No permits will be distributed until the Vessel registration form has been filled out completely and returned to the Association's agent with a copy of the State registration.
- b. All Vessels docked within the Association's property must display a valid Venetian Vessel permit.
- c. It is the responsibility of the unit owner and residents of the Venetian to ensure that the Vessel permits are placed in the proper location on the Vessel vehicle. Vessel not permitted will be subject to towing.
- d. If the Vessel permits are lost or stolen, the permit number will become invalid and the watercraft owner may acquire a new permit from the Association's agent for a fee of fifty dollars (\$50.00) per permit. Upon purchase of a replacement Vessel, a new permit will be distributed free of charge as long as the old permit is removed from the old Vessel and returned to the Association's agent. Failure to return the old permit will result in a fifty dollar (\$50.00) charge.
- e. **Boat slip owners/tenants may allow a guest to dock in their spot for up to 72 consecutive hours providing the following is completed:**
 - i. **Guest must register their boat at the office Monday thru Friday, 9:00am to 5:00pm, supplying the registration, appropriate insurance and a picture of the boat.**
 - ii. **A temporary guest parking permit will be issued and must be displayed on the boat at all times while docked at The Venetian.**
 - iii. **The temporary guest parking permit must be returned to the office when the guest boat leaves the dock.**
 - iv. **Guests must follow all rules that apply to residents and owners.**
 - v. **It is the responsibility of the resident/owner to ensure their guests follow the rules.**

