

Homes of Riviera Dunes Homeowners Association

Marina Rules and Regulations

Approved 3/30/2011

Revised: 5/24/13, 1/16/14, 5/14/15, 11-10-16

These rules and Regulations govern the use of the Neighborhood Marinas (composed of the Island, North Shore and Peninsula docks and slips) as well as the Private Docks, as it may apply, within the jurisdiction of the Homes of Riviera Dunes Homeowners Association (“HOA”) For the purpose of this document, all capitalized words and phrases shall have the meaning ascribed in the Declaration of Covenants, Conditions, Easements and Restriction of the Homes of Riviera Dunes (the “Covenants”) providing that the term Private Slip shall encompass the associated dock on the Neighborhood Marina and Private Dock shall encompass the dock behind the harbor front homes.

The HOA shall appoint annually not more then 7 nor less then 5 licensees or their immediate family members to serve as the HOA Dock Committee (the “Dock Committee”) At the direction of the Board of Directors, the Dock Committee shall manage the Neighborhood Marinas as well as administration of the HOA Marina Rules and Regulations.

1. All persons utilizing the Private Docks and Neighborhood Marina slips shall abide by all provisions of the Covenants; the Master Declaration of Covenants, Conditions, Easements and Restrictions for Riviera Dunes; Bylaws of Riviera Dunes Master Association, Inc. and these rules and regulation and any other governing rules and regulations. No illegal or unlawful conduct involving the Private Docks and Neighborhood Marina Slips or vessels therein shall be permitted. The use of Private Docks and Neighborhood Marina Slips shall be restricted to Riviera Dunes licensees, their lessees and their invited guests. Leasing of a private slip to someone not residing in the Homes of Riviera Dunes HOA community is prohibited. The docking of vessels in Private Docks and Neighborhood Marina Slips shall be restricted to slip licensees, authorized lessees and their invited guests. No trespassing under penalty of law.

1.01 Notwithstanding any rules, term or conditions contained herein, a vessel shall be defined according to the FDEP Permit 41-01727573-025 dated August 6, 2008 and as amended, that regulates the Riviera Dunes Private Marina construction and operation. As per the Master Association FDEP Harbor permit, a slip may contain only one vessel.

2. The Private Docks and Neighborhood Marina Slips licensee Information and Registration form to register the vessel within 7 working days. A required Slip licensee Informational and Registration form is attached to these rules. Vessels not in compliance with these Rules and Regulations, or the Covenants, or the Master Covenants, may be removed by any legal means. Slips being occupied by vessels of authorized guests of Private Docks and Neighborhood Marina Slips licensee or their lessees shall be limited to such time as the guest are physically in

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residence. Vessels of authorized guests of Private Docks and Neighborhood Marina Slips licensee or their lessees may not remain in a Private Dock or Neighborhood Marina Slip during a named storm. Commercial vessels (vessels engaged in commercial trade or carry passengers for hire are not allowed to remain on a Private Dock and Neighborhood Slip overnight, except as exempt by the Dock Committee and Board of Directors.

3. Private Docks and Neighborhood Marina Slips licensees are responsible for advising their guests, business invitees and vendors of these rules and the conduct expected while on the dock area. No children under 18 years of age are permitted on the Neighborhood Marina docks unless accompanied by a Private Docks licensee(s) or Neighborhood Marina Slip Licensee.

4.0 Neighborhood Marina Electrical Power: The electrical power furnished at the shore power pedestals is subject to availability and slip licensees, lessees, or invited guests (herein referred to as “Consumer”) shall use the electrical power at their own risk and expense. The HOA is not responsible for any damage, personal injury, loss of perishables or clean up caused by or arising from the electrical power used by the Consumer. The Consumer shall provide vessel and personal property protection from, including, but not limited to, electric power outages, voltage and amperage fluctuations caused by lighting or any other cause. The Consumer shall be responsible for any dock electrical power system damage caused by or arising from the back-feeding of vessel electrical power or caused by a vessel electrical system malfunction. The slip licensee shall reimburse the HOA within ten days for any pedestal physical damage or electrical system repairs or replacement cost due to damages caused by the slip licensee or lessee or invitee as determined by the HOA.

4.1The HOA may de-energize a shore power pedestal for maintenance, testing or safety purposes as may be required without notice.

4.2 -Removed 11-10-16

4.3 The HOA is not obligated to provide any vessel or in-water galvanic testing and is not liable for excessive vessel anode consumption, galvanic corrosion or associated vessel damage.

4.4 All cost of usage of dock electric power shall be the responsibility of the Neighborhood Marina Slip Licensees. Periodically the HOA will determine and individually invoice the slip licensee for electrical power consumption by the slip licensee by methods including, but not limited to, direct individual meter reading, or by a method of apportionment as the HOA or Dock Committee may determine. Electric power to a vessel is to be provided from the power stanchion associated with the slip in which the vessel resides and for which the Neighborhood Marina Slip licensee is responsible.

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- 5.** Private docks and Neighborhood Marina Slip licensees are responsible for any use of their slip, including actions of guests or vendors. This responsibility includes any injury or damages caused to any other person, vessel, slip, dock, piling, flotation device, electrical system, water system, fire systems or other portions of the marina facility. Report any damage to the Dock Committee, Board of Directors or the Management Company in writing. Neighborhood Marina Slip licensees contracting with outside vendors are responsible for ensuring that their vendor have current general liability insurance.
- 6.** Neighborhood Marina Slip licensees are responsible to provide the Dock Committee with proof of insurance for vessels occupying their slip demonstrating minimum liability coverage of \$300,000 for said vessel prior to utilizing the facilities. Uninsured vessels, and those for which proof of insurance coverage is not provide, may be removed by the Dock Committee or the Board of Directors, at the Neighborhood Marina Slip licensee's expense.
- 7.** Neighborhood Marina Slip licensees are responsible to notify the HOA's Management Company in writing of any transfers or lease of the slip license.
- 8.** Between the hours of 11PM and 6AM all persons using the slips and piers, including any vessel being operated, shall respect the quiet enjoyment of all others. Vessels without muffled exhaust systems are prohibited from being operated during these hours.
- 9.** Equipment used for periodic or continuous service of vessels such as water hoses, in-use electric cords, water softeners and boarding steps, may be on the docks. Such equipment shall be maintained, stored and located so as not to interfere with or pose a safety hazard to persons using the dock facilities. Neighborhood Marina Slip Licensees are responsible to see that such equipment is adequately secured or removed from the docks when a storm watch is posted.
- 10.** No vessels or equipment other than as provided herein shall be stored on the Neighborhood Marina docks unless authorized by the Dock Committee or the Board of Directors.
- 11.** Neighborhood Marina Slips shall not be used for vessel construction or major repairs, except in emergency situations. Neighborhood Marina Slip licensees are responsible to see that equipment, materials and debris associated with vessel maintenance does not interfere with or pose a safety hazard to persons using the dock facilities. Private Slip licensee are responsible for the timely removal of equipment, materials, debris, stains and grime in the area of their slip, and elsewhere to the extent caused by owner's invited guests, business invitees, or vendors. All vessels shall be maintained in good working order and in a seaworthy condition.
- 12.** Live Aboards (defined as physically occupying a vessel for more than five (5) consecutive days or a total of ten (10) days within any thirty (30) day period) are not allowed in any Private Dock or Neighborhood Marina Slip.

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13. Fishing activities shall be conducted so as to respect the rights of other Licensee, lessees, and their guests, the safety of all vessels at the docks and so as not to create a nuisance. Fish cleaning shall not be done on the docks of the Neighborhood Marinas. No swimming or diving allowed from the Neighborhood Marina docks or slips, with the exception of professional divers or licensee carrying out underwater inspections and cleaning. Do not feed wildlife or birds under penalty of law.

14. Alterations to Private Docks and Neighborhood Marina Slips are not permitted without the prior approval of the Dock Committee, as authorized by the HOA Board of Directors. Installation, or attachment of including, but not limited to, boat lifts, boat floats, pilings, and any fixed, attached or floating structures other than vessels, are considered alterations and require an approval permit prior to commencement. A completed, executed original Slip Alterations Permit application shall be delivered in writing to the Dock Committee according to the instructions on the application, and the Dock Committee's written approval must be obtained prior to commencement of any work. Permit applications for proposed alterations shall include exact specifications, submittals and drawings as the Dock Committee may require. All work shall be in conformance to the latest editions of all applicable laws, statutes, City of Palmetto requirements, FDEP Permit requirements, Building Codes, HOA Rules and Slip Alteration Specifications, latest edition, issued by the Board of Directors as each may apply. Variances will be considered by the Dock Committee and the Board of Directors and must be noted clearly and separately on the permit application according to the instructions on the permit application. A City of Palmetto permit is required for all work except dock boxes as part of permit application submittal. Any non-conforming or unpermitted work shall be removed immediately, or the HOA may remove the work and charge the slip licensee for all expenses incurred by the HOA including restoration and cost of enforcement of this provision.

15. Installation of dock boxes require a Slip Alteration Application to be submitted and approved by the Dock Committee. It shall conform to the Dock Box Specifications, latest edition. A City of Palmetto permit for a dock box is not required.

16.1 Master Association Slip and Vessel Length Definition

"Slip License Length" is defined individually for each slip under the applicable FDEP permit

"Vessel Length" is defined as the measured length of the primary vessel structure. This measured beginning at the longer of the forward-most tip of the bow or primary bow pulpit structure excluding anchors, anchor roller brackets, handrails or ladders that may extend further forward and ending at the longer of the aft-most edge of the transom or primary swim platform structure excluding outdrives, outboard motors, bolted-on outboard motor mounting brackets,

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trim tabs, secondary moving swim platform extensions, fishing outriggers, flag poles, anchor lights, ladders, davits or dinghies that may extend further aft.

A boat's **Vessel Length** shall not exceed the **Slip License Length** unless the slip has two mooring pilings, one on either side of the slip's entrance, in which case the boats **Vessel Length** as defined here may be up to ten percent (10%) longer than the **Slip License Length**.

Any situation that is not clearly within the definitions above shall be submitted to the Riviera Dunes Master Board for approval in writing. The Riviera Dunes Master Board may suspend the slip license when a vessel not in compliance with these definitions is observed in the slip. In the event of any conflict between this definition of slip or vessel length and that of the FDEP, then the findings of the FDEP shall prevail and the slip licensees will be required to comply with the FDEP findings.

16.2 Neighborhood Private Slips

No vessel's Length Over All (LOA) shall exceed the nominal length of the Neighbor Marina Slip in which it is located. No vessel's actual width, including attachments such as outriggers, fenders, etc, shall exceed the nominal width of the slip in which it is located. Neighborhood Marina Slip licensees whose slip contains a vessel with overall length that exceeds the nominal length of the slip, an unusually heavy vessel or a vessel with unusually large super structure may be required by the Dock Committee and the Board of Directors to install one or more tie pilings independent of the floating dock system. Only one vessel is permitted to be permanently stored in each slip. A tender or dinghy may not be permanently stored on its bottom in the slip with the primary vessel. Permanently stored vessels are any vessel in the water for 24 hours or greater.

16.3 Private Docks

Each individual **Slip License Length** is 60 feet or less depending on the type of dock installed behind the home as defined in the FDEP permit. A boats **Vessel Length** shall not exceed the **Slip License Length** unless the slip has two mooring pilings, one on either side of the slip's entrance, in which case the boats **Vessel Length** as defined here may be up to ten percent (10%) longer than the **Slip License Length with ARB Approval for a vessel over 62 feet LOA**.

16.4 Grandfathering

Neighborhood Private Slip Licensed Vessels that were in LWL compliance before this rule change, will be Grand Fathered for as long as the present owner has this vessel and slip. This

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Grand Father Claus expires on the replacement of the vessel, selling or transfer of the slip license.

17. Neighborhood Marina Slip licensees are responsible to ensure that they, their authorized lessees, guests and venders avoid the unnecessary waste of water on the Neighborhood Marina docks. Utility stanchion hose bibs shall be turned off whenever unattended.

18. The dumping of garbage, sewage, fuel, oil, chemicals or other dangerous or noxious materials, in the water of the marina is strictly prohibited. All slip licensees shall observe and comply with all applicable Federal, State and Local laws, ordinances and regulations.

19. All vessels must be secured to tie poles, pilings and docks in a safe and secure manner. Vessels shall not be secured to the concrete dock support pilings, power pedestals or fire hydrants; use cleats only. At no time shall any secured vessel impede the entry or exit of any other vessel in the marina area. The HOA makes no representation as to the adequacy or capacity of any mooring cleat and mooring piling on the Neighborhood Marina docks. Neighborhood Marina Slip licensees and vessel operators shall make their own determinations as to the adequacy and use at their own risk. Neighborhood Marina Slip licensees and vessel operators shall reimburse the HOA for any damaged cleats. The HOA is not responsible for any property damage or personal injury occasioned by failure of mooring cleats or mooring pilings. Mooring pilings are the property of the slip licensee's. No mooring lines shall cross a dock walkway.

20. The Dock Committee will make a reasonable effort to notify owners of vessels in violation of any of the marina rules, which may include, posting notification of each violation in clear view on the vessel. However, vessels that remain in violation of any rule for over 48 hours are subject to removal at the owner's expense regardless of their knowledge of such violation.

21. Use of any Neighborhood Marina Slip as refuge from a named storm by a vessel other than that owned by the Neighborhood Marina Slip licensee, or authorized lessee as allowed by the rules, is strictly prohibited. Neither Neighborhood Marina Slip licensees, nor Riviera Dunes property owners who are not Neighborhood Marina slip licensees, their guests or lessees are permitted to invite, encourage or allow the use of any Neighborhood Marina Slip, including their own, as a safe haven during a name storm by others as prohibited by these rules.

22. Violations of these rules will be enforced by all remedies available at law or equity. The Board shall be sole responsible for the interpretation of these Rules and Regulations, which may become necessary from time to time and its interpretation shall be final and binding. For any action required to be taken by the Dock Committee or the HOA, the slip Licensee shall be required to pay the attorney's fees and costs incurred. The Dock Committee and the Board of Directors reserves the right to take corrective action for any rule violation by the slip licensee

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and cost of any such corrective action shall be charged against the slip licensee's Lot as a special assessment pursuant to the Covenants. Said special assessment shall constitute a lien upon the lot of the slip licensee. The lien may be enforced under Article XII of the Covenants. Any such Special Assessment, together with interest thereon measured from the date of the rule violation at a rate of fifteen percent (15%) per annum, and the cost of collection thereof, including attorney's fees and cost shall be continuing lien upon the slip licensee's lot. The liability for the special assessment may not be avoided by waiver of the use and enjoyment of the boat slip. Upon a voluntary conveyance of the slip licensee's Lot, the buyer shall become jointly and severally liable with the slip licensee for all unpaid special assessments against the Lot up to the time of such voluntary conveyance without prejudice to the right of the buyer to recover from the seller the amounts paid by the buyer on behalf of the seller for said rule(s) violations.

23. Vessel Fuel Handling: With the exception of the designated fuel dock at the Riviera Dunes Commercial Marina where vessel fuel handling is allowed, use of the Riviera Dunes Master Association common areas and harbor area including all harbor side home private dock locations, and the use of the Riviera Dunes Homeowners Association Inc. (RDHOA) community docks, harbor, upland, common areas, parking areas or streets for vessel fuel deliveries or vessel fuel handling that would include, but not limited to vessel fueling, by any means or method is prohibited. Vessel fuel handling is further prohibited: by the FDEP Riviera Dunes Environmental Resource Permit: by orders of the North River Fire Marshal and by rules of the Riviera Dunes Master Association, Inc. Violators will be subject to sanctions by the RDHOA, Riviera Dunes Master Association and law enforcement actions. This rule shall apply to all RDHOA members, lessees of RDHOA members or invitees of RDHOA members. Slip licensees who allow their designated slips to be used for fuel handling by others, shall be jointly held in violation. Relative to this rule, the slip licensee shall be fully liable for the actions of a slip licensee or invitee who is not a RDHOA member. The violator of this rule, if an RDHOA member or the slip licensee if the violator is not an RDHOA member shall reimburse the RDHOA within ten (10) day for all expenses incurred, including but not limited to reasonable attorney's fees for the enforcement of this rule or any expenses incurred due to any claims or actions arising from or caused by violations of this rule.