

THE DRY SLIPS AT OSPREY HARBOR VILLAGE CONDOMINIUM ASSOCIATION, INC.

Rules and Regulations

The following Rules and Regulations apply to each owner or authorized guest(s) plus any individuals or authorized guest(s) who may be leasing or utilizing a Dry Slip at Osprey Harbor Village. We hope that you find the following Rules and Regulations to be fair and thoughtful while dealing with the day-to-day operations of a facility which at full occupancy will have 186 vessels of various sizes. Additionally, we have attempted to best address the "traffic congestion issues" of many owners requesting simultaneous launching and dry storage return by the Harbormaster and staff during peak use and Holiday periods.

1. HARBORMASTER HOURS OF OPERATION. Monday - Sunday: 8 a.m. to 5 p.m.
Closed Major Holidays: ½ Day New Year's Eve, New Year's Day; Easter Sunday;
Thanksgiving, 1/2-day Christmas Eve, Christmas Day. The Harbormaster will post all Major holiday schedules at the Bulletin Board located outside the harbormaster's office 3 weeks prior to the holiday.
Harbor Master Telephone #: 941-966-2400.

2. ACCESS to CONDOMINIUM BUILDING - DOCKING AREA. Prior to entering the building and docking area, each person must check in and notify the Harbormaster's Office of their presence and intent to enter. This is a major safety concern, as the driver of the Forklift, while negotiating turns and moving with a vessel. etc. within the aisles and working areas. may not be aware if someone is walking nearby. Serious injuries could occur if careful diligence is not taken while the forklift is in operation and people are in the Condominium building and docking areas.

3. CALL AHEAD FOR LAUNCHING TIMES - MAKE A RESERVATION. Call the Harbormaster's office at least 1 hour ahead to have your vessel scheduled to be "splashed". Scheduling will be done on a first call in basis. If the time slot you request is available, please be sure to show up 10 minutes prior to your scheduled time. If your requested time is taken, you will be given the closest alternative time. The maximum # of vessels which can be launched during an hourly period is limited to FIVE (5) if there are no delays or problems. Be sure to call the Harbormaster if you change your plans and are not picking up your boat. NOTE: THERE IS A 2 HOUR MAXIMUM LIMIT THAT YOUR VESSEL WILL BE LEFT WAITING FOR YOU. AFTER THAT, IF YOU ARE A "NO SHOW". THE VESSEL Will BE RETURNED BACK TO THE DRY SLIP UNIT.

It is important that you be prepared to receive and launch your vessel at your reservation time, as the finger dock only accommodates 4 boats with an average length of 25'. Showing up at your Reservation time is especially important during peak holiday launch times, so that the next person and their party can be accommodated and so on down the line.

4. PRE-FUELING and SERVICING YOUR VESSEL. If you want the Staff to fuel your boat and/or add fresh water to your tank, please advise the Harbormaster's office when scheduling your splash time.

5. CLEANING OF YOUR VESSEL. If you anticipate needing to clean the inside and / or decks of your boat at your reservation time, please be considerate of the Harbormaster's schedule and the people who are following you for their launch. A prolonged cleaning may not be possible during heavily scheduled launch times, and you may be asked to move your vessel to an area away from the finger docks if this situation arises.

6. RETURNING and MOORING YOUR VESSEL. It takes approx. 15-20 minutes for the staff and lift operator to carefully retrieve your vessel out of the water, flush the engine(s), hose wash the hull, place your boat in its unit and then return to the holding area for the next vessel. There will be times during peak return periods when you might have to wait until a secure mooring area becomes available at the finger docks.

- a. Keys: The Harbormaster may need to be provided an ignition key for your vessel. **DO NOT LEAVE YOUR KEY IN THE IGNITION.** Once you have secured your boat to the dock and are leaving the area, please be sure to leave your keys, if necessary, in the harbormaster's office or secure key box.
- b. Overnight Mooring: Any overnight mooring must be coordinated with the Harbormaster.
 1. If you want your boat set out for a next day early morning trip, be sure to pick up your vessel no later than 10am or it will be returned to your unit.
 2. If returning after hours notify the harbormaster via voice mail that you **do not** want your boat returned to your unit.
- c. No wet storage is permitted.

7. PARKING. Be considerate of the restaurant patrons when leaving your vehicle. If possible, try to utilize the eastern most spaces first. Additional parking is available in the condominium area for dry slip unit owners in the event the parking lot adjacent to the building is full. See Harbormaster for access instructions.

8. VESSEL OPERATION: All vessels shall operate at "no wake idle speed only" at all times while in waters of the condominium property and marked waterway entrance. The rules of the road and the navigation laws of the United States shall apply to all vessels in the Marina and upon Condominium Property.

9. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS. No unit owner shall make any alteration or addition to the common elements or limited common elements, or to the exterior of his unit or any structural modification to his unit, without the prior written consent of the Board.

10. USE OF DRY SLIP UNITS. The Dry Slip Units shall be used only for the storage of a vessel(s) in seaworthy condition and can operate under its own power. Use of a Dry Slip Unit by more than one vessel shall not be permitted unless prior written approval is obtained from the Association Board of Directors. The Association Board of Directors reserves the right to deny approval for any reason in its sole and absolute discretion. Only one (1) primary vessel may be

kept in each Dry Slip Unit. Tenders, dinghies, or personal watercraft may be kept in a Dry Slip upon prior written approval of the Association Board of Directors.

11. HARBORMASTER EMPLOYEES & CONTRACTORS. No unit owner or member of his family or guest shall give orders or instructions to employees, or contractors, but rather shall express his desires to the Harbormaster.

12. CHILDREN, GUESTS, TENANTS, and PETS. Each unit owner shall be solely responsible for the actions and any damage caused by their children, guests, pets, and tenants. Unit owners shall be responsible for and shall require their children, guests, and tenants to comply with all rules and regulations.

13. CLEANING OF FISH. Fish or other marine life of any kind may be cleaned, prepared, or processed only on the cleaning table provided by the marina. You must poke out the eyes before dropping in water to minimize floating carcass.

Also, thoroughly clean the table as a courtesy to the next user. Cleaning, preparation or processing of fish or other marine life on any vessel traversing or mooring on the property is prohibited.

14. COMPLAINTS. All complaints of unit owners shall be made in writing and delivered to the Association Manager or to a member of the Board.

15. CONDUCT, NOISE and NUISANCES. No person shall engage in loud and boisterous or other disorderly or unlawful conduct on any portion of the condominium property, including, without limitation, inside any units or in any common area. No unit owner shall make or permit any disturbing noises, including loud radios, any place upon the condominium property by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other unit owners.

16. DAMAGED COMMON OR LIMITED COMMON ELEMENTS. The cost of repairing damage to common elements, including but not limited to the condominium buildings, docks, forklift systems and landscaped areas, caused by a unit owner or his guests or invitees, shall be the sole responsibility of such unit owner.

17. NEGLIGENCE and NON-COMPLIANCE. Neither the Association nor any agent of the Association shall be responsible for Loss or damage to vessels in the Condominium, caused by the negligence or noncompliance of a Unit Owner, or its guests, tenants, or invitees. Each owner of a vessel shall be responsible for damage to other vessels in the Condominium and for damage to any Common Elements or facilities (including, without limitation, docks, pilings, piers, and bulkheads) of the Condominium as a result of any actions by his vessel.

18. INSURANCE RATES. No unit owner shall permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property.

19. VESSEL REQUIREMENT'S. All vessels must: (1) be in seaworthy condition including being equipped in compliance with USCG safety requirements (except during a period of temporary repairs); and (2) comply with all licensing and registration requirements.

20. VESSEL STORAGE. The Association Board of Directors delegates to the Harbormaster the right to approve the size and weight of any boat which may be stored within the Condominium Property. The following restrictions apply to fixed, non-movable structures on the vessel. No vessel may be stored whose maximum width is more than twelve (12) inches (six (6) inches on either side) less than the total clear width of the Unit in question. No vessel may be stored whose maximum height from keel to topmost projection is more than the total clear height of the Dry Slip Unit in question less twenty-four (24) inches except thirty-six (36) inches for floor units. No vessel may be stored whose overall length, including any equipment thereto attached, from the foremost part to its rearmost part (length overall:" LOA") greater than six (6) inches less than the length of the Dry Slip Unit in question. No vessel may be stored that cannot be lifted safely by the forklift owned by the Association in the sole discretion of the Association Board of Directors. All vessels stored in Dry Slip Units shall be removed from the water and stored using a forklift system. Notwithstanding the above, if applicable, all mono-hulled vessels shall be removed from the water and stored pursuant to any specifications set forth by the manufacturer. Catamaran vessels shall only be removed from the water and stored using a forklift system if the use of a forklift system is approved or specified by the manufacturer. No vessel or any portion thereof or attachment thereto (e.g., bow platform, dinghy lift, or dive platform) shall protrude beyond the boundary of the Dry Slip Unit as shown on your Boat Slip Declaration. This does not include the propeller or out drive extension.

21. HURRICANE AND HIGH WIND THREAT. The Dry Slip Building will be bolted and secured 48 hours prior to an impending Hurricane Warning. During hurricane and other high velocity wind threats, each Dry Slip Unit 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 a Dry Slip Unit Owner's vessel sinks as a result of a storm, or for any other reason, the Dry Slip Unit Owner must remove the sunken vessel from the Property immediately after the occurrence of such event and, if not so removed within twenty-four (24) hours after the sinking, the Association may (but shall not be obligated to) remove the sunken vessel and impose a Special Assessment against the Dry Slip Unit Owner for the cost of such removal. Each Dry Slip Unit Owner agrees to indemnify, defend, hold harmless and save the Association, their agents, employees, and designees for and from any and all loss or damage incurred in connection with the hurricane or the exercise or non-exercise of the Association's rights hereunder. The Association shall not be liable to any Dry Slip Unit Owner or other person or entity for any damage to persons or property caused by a Dry Slip Unit Owner's failure to comply with such requirements. In the event any lawful authority orders the evacuation of persons from the immediate area each vessel owner shall immediately leave the Condominium Property and cause his vessel, stored in a Unit, at his instance, to be removed. Any damage caused to a vessel wrongfully remaining or left at the Condominium shall be the sole responsibility of the vessel owner. The Association will not assume any responsibility for damage resulting from acts of God such as high winds, tides, lightning, etc.

22. SIGNS. No signs, advertisements, or notices of any kind shall be displayed on a Dry Slip Unit, any vessel or on the Property, without the prior written approval of the Board.

23. SOLICITATIONS. There shall be no solicitation permitted, including political advertising signs by any persons anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever without the prior written approval of the Board.

24. TRASH AND GARBAGE. All refuse, waste, bottles, cans, garbage, and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designated for such purpose. All requirements of Sarasota County or any other applicable government agency regarding disposal of trash and garbage shall be complied with by all owners and occupants. Please do not put bait or fish scrapes in the trash. Throw them in the water.

25. INSURANCE & REGISTRATION. All vessels stored in the Condominium shall carry current registration and marine liability insurance against damage to persons or property of not less than \$300,000, or such limits as the Association Board of Directors may from time to time establish, including naming **The Dry Slips at Osprey Harbor Condominium Association, Inc.** as an additional insured. Each owner shall furnish, to the Association on a yearly basis, a copy of the Insurance Declaration for that vessel verifying that such insurance is in full force-and effect. The Association has the right to verify insurance coverage at any time. The Dry Slip Owner's and vessel records will be maintained in the Association Manager's office. **Please mail the verification of Insurance to: Dry Slips at OHV Assn. Inc, c/o Miller Management Services, 2848 Proctor Road, Sarasota, FL 34231, or email to: millermtg@mindspring.com. You may also leave a copy with the Harbormaster.**

26. VESSEL APPEARANCE. All vessels stored in the Condominium must be seaworthy, fully sound, in insurable condition, and in compliance with all local, state, and federal safety regulations. It is the responsibility of the vessel owner to keep his vessel in such condition that it does not become unsightly or in the opinion of the Association Board of Directors reflect unfavorably on the appearance of the Condominium. No laundering or drying of laundry is permitted on any deck or rigging of any vessel or on the Common Elements.

27. FUELING, FIRES and FIRE SAFETY. Fueling of a vessel in any Dry Slip Unit or mooring area is **STRICTLY PROHIBITED**. All fueling at the Condominium must be done at a designated fueling area and purchased from the Harbormaster using the condominium fuel pump. All vessels shall have an approved Fire extinguisher as described by the U.S. Coast Guard. The fire extinguisher shall always be maintained in good and serviceable condition for immediate and effective use and shall be so placed as to be readily accessible. No smoking or use any fire-creating device shall be permitted within fifty (50) feet of any fueling operation. Vessels must have engine(s) and generators shut off while refueling.

28. MAINTENANCE OF VESSELS. Routine vessel maintenance work within the Condominium shall be limited to that which is ordinarily required to keep a vessel in good condition. No major reconstruction work that normally would be done in a boat repair facility or would tend to make a boat unseaworthy or unsightly shall be undertaken in the Condominium.

All outside contractors must check in with the Harbormaster and show current proof of liability insurance.

29. POLLUTANT SUBSTANCES. Oil, gas, spirits, paints, inflammables, and other substances which are deemed pollutant substances under the provisions of any state or federal law may not be discharged into the Marina waters or on the docks or Common Elements. No discharge of sanitation effluent is permitted on the Marina or on any portion of the Condominium Property. Owners are responsible for all spills of any petroleum, other pollutant, or other prohibited discharge.

30. OPEN FIRES. Charcoal or any form of open fire anywhere within the Condominium is absolutely prohibited without the prior written approval of the board.

31. STORAGE. UPON COMMON ELEMENTS. All Common Elements shall be always kept clean. Storage of loose gear on the Common Elements is not permitted. Hoses and electrical power lines shall not cross piers, docks, or walkways.

32. SWIMMING. Swimming from vessels, piers, docks or bulkhead or any other Condominium Property is prohibited.

33. LEASING. A Unit Owner is permitted to lease his or her Unit, provided however, that such Unit Owner provides the Association with notice of same, together with a copy of the lease agreement, on the lease form provided by the association, between the Unit Owner and the tenant prior to the tenant's taking possession. Each lease shall be in writing and shall specifically provide (or if it does not shall automatically be deemed to provide) that a material condition of the lease shall be tenant's full compliance with the covenants, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after execution of the lease and or any modifications or extensions of same). Any exchange of money is strictly between the owner and the tenant. A Unit may not be leased for a period of less than 1 month.

34. MOTOR VEHICLE REGULATIONS. All applicable ordinances of Sarasota County and Statutes of the State of Florida shall apply to the operation of motor vehicles on the parking areas and roadways of the Condominium property. All vehicular traffic must comply with all orders, notices, signals or directions of any police officer or marina staff member. These Rules and Regulations shall apply with equal force to motor vehicles on lease, rent or loan to any person. The owner or operator of any motor vehicle using facilities or space within the marina shall be subject to these Rules and Regulations.

35. TOWING. No person shall operate a vessel engaged in towing persons on water skis, aquaplane, or similar device on any waters within the marina. Vessels may tow other disabled vessels when associated with mechanical breakdown or personal safety.

36. ENVIRONMENTAL. Cleaning and/or pumping of waste into the marina basin is expressly prohibited. Governmental regulations require prosecution of persons disposing refuse, human wastes, or anything which can detrimentally affect the environment.

37. SMALL CHILDREN AND PETS. For their safety, small children shall always be supervised by an adult while in the marina. Pets are allowed into the marina on a leash and should be taken directly aboard the vessel. Pets shall not be chained or left on docks or walkways. Please be sure to clean up after your pet (as needed).

38. ACCIDENT REPORTS. A responsible representative of each vessel shall immediately report to the Harbormaster or staff, the time, place, cause and circumstances of any accident or injury to a passenger or other person, which has occurred on the Condominium Property or damage to any property located within the Condominium, in which a vessel is involved, and within 24 hours shall submit such information in writing to the Harbormaster.

39. SECURING LINES OF VESSELS. Owners and tenants are solely responsible for the proper docking of their vessels and are required to maintain docking lines in good condition and sufficiently strong and be able to always secure their vessels. If the dock / mooring spaces are full when returning, you must properly secure your vessel by rafting using fenders and proper lines. No mooring or anchoring in any condominium waterways is allowed.

40. CAMPING. No Individuals are allowed to camp overnight on their boats.

41. ELECTRICAL RECEPTACLES. Any use of electrical receptacles must be coordinated with the Harbormaster.

42. IMPAIRMENT. If the Harbormaster or designee determines to the best of his or her ability that a boat operator is impaired, he or she has the authority to not release the boat or contact the proper authorities.

43. DISORDERLY CONDUCT .In the event of conduct or threatened conduct by a Dry Slips Owner, leaser or Guest while on the Property or Harbormaster premises reasonably deemed to affect the use and quiet enjoyment of the Premises or Property facilities and amenities by other Dry Slips Owners, Leasers, Guests or Harbormaster employees, including but not limited to that which is disorderly, boisterous, indecent, offensive, or combative; or conduct or condition which is reasonably deemed to endanger the safety of persons or property including the offending Owner, Leaser, Guest or Harbormaster employee, including but not limited to intoxication, the Dry Slips Owner , Leaser or Guest shall be refused further services by the Harbormaster or designee and requested to leave the Property or premises immediately. Failure or refusal to leave shall be reported by the Harbormaster or designee promptly to the local authorities for further action. A record of the incident shall be made, kept, and forwarded promptly by the Harbormaster to the Board for consideration of further action.

Every owner and occupant shall comply with these rules and regulations as set forth herein, all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws, and Articles of Incorporation of the Association, as amended from time to time. Failure of an owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any

combination thereof. The Board of Directors shall appoint a committee made up solely of Unit Owners, in accordance with Article 20.3 of the Declaration, the sole purpose of which shall be to hear and to decide disputes between any Unit Owner and the Association or other Unit Owners regarding violations of these Rules and Regulations and any fines to be levied hereunder.

In addition to all other remedies, in accordance with Article 20.3 of the Declaration, a fine or fines may be imposed upon an owner for failure of any owner, his/her family, guests, tenants, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, as amended from time to time, or Articles of Incorporation or By-Laws, provided the procedures set forth in Article's 20.2 & 20.3 of the Declaration are adhered to.

The Board of Directors shall be permitted (but not required) to grant relief to one or more unit owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

I have read the Rules and Regulations of THE DRY SLIPS OF THE OSPREY HARBOR VILLAGE CONDOMINIUM ASSOCIATION, INC., have received a copy, and agree to comply with them.

UNIT NUMBER _____

OWNERS NAME(s) (printed) _____
Dry Slip Owner (Tenant when applicable)

SIGNATURE(s) _____

DATE _____