

HERITAGE LANDINGS ASSOCIATION, INC.

DOCK RULES AND REGULATIONS

***Current and Approved as of the 17 day of April, 2023**

The Board of Directors on behalf of the owners of Heritage Landings Association, Inc. has full authority to efficiently operate and maintain the dock in accordance with the dock Rules and Regulations as outlined below:

General:

1. The dock is for residents (owners and tenants) only.
2. Only one vessel per Unit is permitted.
3. If a Unit is leased, the lease must state whether the Tenant or Owner has dock use rights. If the lease is silent as to the dock use rights, it shall be presumed that the Tenant was leased the dock use rights. Dual usage is prohibited.
4. An Owner must provide all required documentation for a new vessel at least 72 hours prior to use of the Heritage Landings dock. Required documentation includes:
 - A. Signed Heritage Landings Dock Use Agreement.
 - B. Proof of Insurance to include at least \$1,000,000.00 per occurrence and property damage insurance, with Heritage Landings named as an additional insured. The Owner's insurance information must be updated periodically.
 - C. Current and updated Registration with the State and/or Coast Guard.
 - D. Copy of vessel Certificate of Title.
5. All Owners, Tenants, other occupants and their guests and invitees who use the dock must execute and return to the Association a Heritage Landings Association Floating Dock and Dock Use Waiver and Release of Liability Form before using the dock. A parent or legal guardian may sign on behalf of a minor or other ward.
6. No personal watercraft, kayak, SUP, or anything that requires a personal floating dock is permitted.
7. Heritage Landings currently maintains a floating dock, which may be used for the launching of Kayaks and SUPs. All Owners, Tenants, other occupants and their guests and invitees who intend to use the Association's floating dock must execute and return to the Association a Heritage Landings Association Floating Dock and Dock Use Waiver and Release of Liability Form prior to such use. A parent or legal guardian may sign on behalf of a minor or other ward.
8. Any violation of the governing documents is subject to a fine or suspension of dock use rights, according to the Declaration and Chapter 718, Florida Statutes.

Dock Committee:

1. The Board of Directors may establish a Dock Committee to govern and handle all dock and slip operations, activities and rights and obligations, as may be needed from time to time.
2. The Board of Directors or the Dock Committee has the right to assign and reassign slips or dock spaces in order to ensure an efficient use of the facility.
3. The Board of Directors or the Dock Committee shall keep and maintain a waiting list for boat slips/dock spaces.
4. The Board of Directors may appoint a Dock Master to oversee the use of the dock.

Authority of the Board of Directors:

1. The Board of Directors has the right and sole discretion to remove any vessel that is deemed to be inoperable, abandoned, in disarray, or otherwise out of service, through any legal means available. An Owner will receive written notice of such intent, and will have ten (10) days to remove the vessel. The Board of Directors reserves the right to remove the vessel at the owner's expense after the 10-day period.
2. The Board of Directors has the right and sole discretion to remove any vessel for which the Owner did not complete and submit the required paperwork, including but not limited to, an executed Dock Use Agreement and Floating Dock and Dock Use Waiver and Release of Liability Form.
3. The Board of Directors has the right and sole discretion to remove a vessel if the Owner fails to comply with the Association's governing documents, including the Declaration and these Rules and Regulations.
4. The Board of Directors has the right and sole discretion to suspend any resident's right to use the dock due to non-compliance with the governing documents.
5. The vessel owner is responsible for any and all expenses that Heritage Landings may incur that are associated with the removal of the vessel.

Eligibility Requirement:

1. Any person who uses a dock must be an Owner and/or Tenant in good standing at Heritage Landings, which requires the Owner or Tenant to be in full compliance with the governing documents at the time of application for use of the dock.
2. Dock spaces are limited and are available on a first come, first serve basis. Owners and Tenants will be placed in a waiting list that the Board of Directors or the Dock Committee will monitor and maintain.
3. Any potential user of a dock must be on the waiting list and own a vessel.
4. Any user of a dock must submit and maintain a copy of the current vessel registration and insurance with the Board of Directors or Dock Committee. Failure to submit an annual proof of insurance with Heritage Landings named as an insured party for an additional \$1,000,000.00 per occurrence and property damage insurance will be considered a material breach of the Dock Use Agreement, per the terms thereof, and result in the termination of the Agreement, and require the Owners to vacate the dock space within 48 hours of the

date of termination. The Board of Directors may require that an Owner provide periodic updates to the vessel information.

5. Dock Use Fees are due monthly, pre-paid in advance in full, as established in a Board-approved Fee Schedule. The failure of an Owner or Tenant to timely pay the Dock Use Fee will be considered a breach of the Dock Use Agreement and the Association may terminate the Dock Use Agreement per the terms therein. The Owner or Tenant must vacate the assigned dock space within 48 hours of the noticed termination. Failure to remove the vessel promptly following written notice from the Association will result in the vessel being towed at the owner's expense.
6. The Association has the right to remove any user of the dock at any time if these Rules and Regulations are not adhered to. The vessel will be towed by a licensed tow company and stored. The cost of towing, storage, and any additional costs to be incurred for the removal of the vessel will be at the owner's expense.
7. Each Owner or Tenant who uses the dock or a floating dock must execute a Waiver and Release, which includes the Owner's or Tenant's agreement to hold the Association, its directors, officers, employees, heirs, personal representatives, successors, assigns, past and present attorneys and the attorney's agents, employees, officers, directors and shareholders harmless of and from any and all risks associated with the Owner's or Tenants' use of the dock or floating dock, whether or not any occurrence be caused by the Owner's or Tenant's actions, or any guest or invitee or the Owner or Tenant.

Assignment of Boat Slip/Designated Dock Space:

1. Assignments to Owners or Tenants who are on the waiting list are made on a first come, first serve basis.
2. Any assignment or other transfer of use rights of a slip or designated dock space (except to an approved tenant), transfer of vessels between slips or designated spaces, and moving from one slip to another is not permitted. No user of a slip or designated dock space may allow any vessel other than his or her own to occupy the slip or designated dock space that was assigned under the terms of the Dock Use Agreement.
3. The Board of Directors and Dock Committee may reassign slips or designated spaces in order to engender the more efficient use of the facility.
4. An owner of a vessel that intends to leave for an extended cruise of at least five (5) days/nights must notify the Board of Directors or Dock Committee.
5. Anyone on the waiting list who owns a vessel that exceeds the length of available dock spaces restriction will not receive an assignment once his or her name is selected for a designation, but will remain in the same position on the list. For example, if an individual owns a 30-foot vessel and the space available is 20 feet, that individual will be skipped until an appropriate size space becomes available. The next eligible person on the list will receive the designation, and the person who was skipped will remain in the same position on the list. If an Owner or Tenant foregoes a designation for any other reason, the Owner

or Tenant may elect to have their name placed at the bottom of the waiting list instead of being removed.

6. All vessels must be in compliance with current Coast Guard Regulations according to the size and type of vessel. All pertinent federal, state and local laws, rules, and regulations pertaining to Marine communication, sanitation, pollution and navigation are applicable.

Use of Boat Slips//Designated Dock Space:

1. The maximum permitted length overall is 50 feet engines down. The boat slips or dock spaces shall be used for the moorage of pleasure watercraft only. Use of the slip or dock space for the sale or repair of a vessel, commercial fishing, or any other use not primarily intended for pleasure is prohibited.
2. No person may live aboard a vessel.
3. No vessel owner or any user of a dock may modify the dock in any manner. Modifications include, but are not limited to, the installation of carpet or any covering that retains moisture or prevents ventilation.
4. No slip may be used to moor a vessel that is inoperable, abandoned, or otherwise out of service, or that appears to be in disarray, as the Board of Directors may determine in its sole discretion.
5. An Owner or Tenant may not store or place supplies, bikes, equipment, accessories, materials, or debris of any kind on the dock. One dock box is permitted per Owner or Tenant with the approval of the Board of Directors or the Dock Master. All items are to be stowed away in a dock box or on a vessel. Owners and Tenants must maintain a clear path along their dock space. Any items left on the dock will be discarded at the owner's expense.
6. Storage of fuel or the fueling of vessels at the docks is strictly prohibited. Violators are subject to prosecution, fines, and immediate removal of the vessel, and will be charged for all environmental cleanup associated with the violation.
7. Open fires or grills are not permitted in the dock area.
8. Owners and Tenants must be considerate, respect the rights of others, and avoid creating unnecessary noise. For example, Owners and Tenants must secure all lines and halyards to prevent banging. Quiet times will coincide with the general Rules and Regulations of Heritage Landings. However, a vessel may be used at any hour of the day, subject to the noise, safety and reasonable mooring standards.
9. Shore power lines must be a UL marine type of proper amperage rating and configuration for the slip/dock receptacle, and may not hang in the water or be left on the docks so as to create a nuisance or safety hazard of any kind.
10. Only one water hose per assigned dock space may be attached to the dock. Hoses must not be left on the dock as a nuisance or safety hazard of any kind. Hoses must be stored neatly on hose reel.
11. Vessel owners must use their own bumper and may not use or rely on the bumpers that Heritage Landings may install at its discretion. An Owner or Tenant is responsible for any

and all damage that their vessel causes to Heritage Landing's bumper, or other property or equipment.

Vessel Maintenance:

1. **Major Vessel Repairs:** No vessel owner or contractor may undertake any major vessel repairs on any boat slip/designated dock space at any time without written approval from the Board of Directors and the proper insurance coverage for such activity. Examples of such repairs include but are not limited to the following:
 - A. Power sanding, grinding or painting of hulls, topsides, cabins, etc.
 - B. Mast scraping or painting
 - C. Engine overhauls
 - D. Major equipment installations
 - E. Fiberglass repairs or wood replacement
 - F. Use of docks as a workstation without specific written permission

2. **Minor Vessel Maintenance:** Minor maintenance by a vessel owner is approved and encouraged. Only a well maintained, clean and orderly vessel will be permitted to occupy any slip or designated dock space. Examples of approved and encouraged maintenance include but are not limited to the following:
 - A. General "housekeeping" maintenance
 - B. Touch-up painting
 - C. Light hand, non-mechanical sanding
 - D. Varnishing
 - E. Cleaning and oiling teak
 - F. Minor engine tuning

Mooring:

1. **Responsibility of Vessel Owners:** Vessel owners are responsible for the safe use, handling, docking and maintaining of their vessels. Vessel owners must adequately secure mooring of their vessels to prevent any possible hardship to other vessels, docks or other residents. Vessel owners are responsible and liable for damages to the docks, to other vessels, and to their own vessel.
2. Mooring lines will be of a size and quality to ensure security in the most severe of weather.
3. All knots and splices will be in accordance with good seamanship practices.

4. Excess line will be neatly coiled. Please do not obstruct the dock surface.
5. Proper chafing protection is to be used when necessary.
6. Mooring devices such as whips may be used.

7. Vessel fenders will be secured to the vessel with lines of adequate size to ensure security of the fender.
8. When the vessel is away from the dock, mooring lines will be neatly stowed so as not to obstruct the surface of the dock.

9. Vessel owners may not tie vessels to dock posts, and must install dock cleats of a type that the Board of Directors or Dock Master approves.

Emergencies/Hurricanes:

1. Upon application for an assignment of a boat slip or designated dock space, a vessel owner will provide to the Board of Directors or Dock Committee the information for an emergency contact and the insurance agent.
2. Vessel owners must arrange for safe mooring of their vessels on the approach of a storm and/or hurricane.
3. If an emergency occurs during the vessel owner's absence, the Board of Directors may, in its sole discretion, take such action as is necessary and prudent to safeguard the vessel, slip, dock, adjacent vessels, or any other property. The vessel owner must reimburse Heritage Landings Association for any and all costs incurred on the owner's behalf.
4. A vessel owner who intends to leave for an extended cruise as defined above is required to provide the Board of Directors or Dock Committee with the following information:
 - A. Expected departure date
 - B. Expected return date
 - C. Latest possible date owner will return
 - D. Updated emergency contact information (used if owner misses latest return date)
5. Heritage Landings is not responsible for the loss of or damage to vessels.

I hereby certify that I received and read the foregoing Dock Rules and Regulations, and agree to adhere to the terms thereof.

Owner/Tenant/Dock User

Witness

Date