

Marina Rules

Shipp's Landing Condominium Association

Approved by BOD on October 7, 2021

Effective Date: January 1, 2022

Section 1 Basic Principles

- 1.1 The Marina is included in the Shipp's Landing Condominium Association's Common Elements.
- 1.2 The Marina is available for the enjoyment of all of the Association's registered occupants including owners, renters and invited guests.
- 1.3 Beyond the first piling of the finger docks all costs of the Marina Dry Slips including their construction, maintenance, repair and replacement shall be paid for by the slip lessees as detailed in article 6 and article 10 of the current Boat Slip Lease Agreement.
- 1.4 The Slip lease fees shall be reviewed during the budgeting process and may be revised by the Board of Directors on an annual basis and be the same as the percentage adjustment to the quarterly maintenance fees unless specific marina conditions necessitate otherwise.
- 1.5 When the number of Wet Slips and Dry Slips available is fewer than the number of unit owner applicants, the available slips shall be assigned to those unit owners holding the most senior slip requests.
- 1.6 These Marina Rules shall be written, interpreted, enforced and revised in order to fairly and reasonably promote the maximum utilization of the Wet Slips and Dry Slips. Compliance with these rules, the Association's Consent Agreement with FL DEP, fee payments and annual evidence of boat registration and \$300,000 of liability insurance coverage is mandatory for slip lessees, sub-lessees and renters. Failure to comply will be grounds for lease termination under the Default clause, article 10 of the current Boat Slip Lease Agreement.

- 1.7 The control over the allocation of the Wet Slips and Dry Slips rests entirely with the Board. The Board may be advised from time to time by the Marina Committee, the members of which are appointed with the approval of the Board.
- 1.8 The authority to administer the Marina Rules and the fees pursuant thereto shall reside entirely with the Board, provided that limited authority, subject to controls, may be delegated, in writing, from time to time by the Board either to the Committee or to the Manager.
- 1.9 The Manager will keep the Marina Committee advised of all relevant financial and administrative information related to the operation and maintenance of the Marina.
- 1.10 Fishing in the Marina by unit owners, renters and guests is restricted to the fishing pier, the boat dock walkway and the T dock. No fishing is allowed from the individual slip finger docks without the consent of the slip lessee. See current House Rules (4/15/2020) Section E.

Section 2 Slip Assignments

- 2.1 *Definitions*-The “Wet Slips” are those 8 slips on the “T” dock, namely, Slips #26 through #33. The Wet Slips are those slips that have *not* been approved for installation of boat lifts. The “Dry Slips” are those original 25 slips located adjacent to the Association’s seawall; namely, Slips #1 through #25. The Dry Slips are those slips that are approved for the installation of boatlift improvements.
- 2.2 *Wet Slip Waiting List*- Each unit owner is eligible to enter his/her name on the Wet Slip Waiting List. The fee is \$40 annually (non-reimbursable). To maintain his/her seniority position on the Wet Slip Waiting List, the unit owner must renew his/her request each year paying the annual fee of \$40. On December 15th of each year, unit owners on the Wet Slip Waiting List will be billed for a renewal fee of \$40 payable by January 15th. If the fee is not received by such time, then the unit owner will be notified by Certified Mail, return receipt requested. If the fee is not received by the Association within 10 days after Certified Mail receipt, the unit owner will be dropped from the Wet Slip Waiting List. Seniority positions on the waiting list shall be determined by the date of application. The owner holding the first position on the Wet Slip Waiting List will be notified each time a Wet Slip

becomes available and he/she will be given the option of accepting or refusing the available slip. If he/she elects to refuse, he/she will maintain his/her seniority position on the Wet Slip Waiting List. The slip will then be offered to the person with the next most senior position on the list, etc. Each time a slip becomes available, it will always be offered, in order, to those persons with the most senior positions on the Wet Slip Waiting List.

Section 3 Wet and Dry Slip Assignments

- 3.1 *Wet vs. Dry Slips-* Any unit owner may place his/her name on the Wet Slip Waiting List. The Dry Slip Waiting List consists of lessees in good standing in the Wet Slips. Both lists operate on the basis of seniority. A unit owner does not qualify for a Dry Slip until he/she has occupied a Wet Slip. Dry slips will be awarded first to those dry slip lessees on the “change list”, and next to the most senior lessee in the wet slips, with the exception of those on the “Preferred List” that have expressed a desire to re-obtain a dry slip. Those on the “Preferred List” are lessees that had voluntarily surrendered their slip for a temporary or undetermined period.

- 3.2 *Slip Assignments-* Whenever a person on either the Wet Slip Waiting List or the Dry Slip Waiting List is notified that a slip has become available; he/she is allowed 3 days to decide whether or not to accept the slip. If he/she accepts the slip, he/she is required to complete a Lease Agreement Information Form and return it to the Manager’s office. Within 90 days of slip acceptance, the lessee is obligated to berth an operable and seaworthy boat of not less than 16 feet or more than 32 feet LOA registered in his/her name for a period of not less than 30 days annually. **Note:** the boat lengths listed above are “Length Over All”, (LOA). LOA is determined by measuring from the tip of the bow pulpit or anchor to the end of the boat including the outboard engines or the end of the swim platform on inboard models. Lessees will have to keep their props in the water if raising the engines extends the length beyond 32 feet.

In order to comply with the above requirement, the lessee must also remain in residence at his/her unit for all of the mandatory 30 day slip occupancy period. Upon the request of the Committee or the Board, the lessee must be able to demonstrate having satisfied the mandatory 30 day in residence and in slip requirement. The lessee may satisfactorily demonstrate such by

indicating on his/her Arrival Registration Form the dates when they were in residence in their Shipp's Landing unit.

- 3.2.1 Upon accepting a slip assignment each new lessee must read the DEP (Department Environmental Protection) consent order # 07-0210-11-SL and sign the "Agreement to Comply with DEP Consent Order". Additionally, the Lessee will be asked to read the "Sovereignty Submerged Lands Lease # 111437815 and sign an "agreement to comply". These documents will be kept on file. Periodically the Lessee may be asked to "read and agree" if the DEP lease is modified.
- 3.2.2 Before accepting a slip assignment the Lessee must determine that they will be in compliance and that his/her boat will be properly accommodated. Note that on the north side of the T-Dock, no part of the boat may extend beyond 37.42 feet from the Sea Wall.
- 3.2.3 No changes to the Docks or Pilings requiring Department of Environmental Protection (DEP) approval may be made, nor lifts removed or replaced without prior approval from DEP. This change approval process will be managed by the Shipp's Landing office in conjunction with the Marina Committee and the lessee's consultant who in turn will obtain written permission from the DEP. Lessee will be responsible for these costs.

Any significant improvements or modifications made to a slip must be approved, in writing, by the Board, prior to commencement of any work. All applicable Federal, State, County and local codes must be met, and final approval obtained upon completion at lessee expense.

- 3.2.4 Violation of the Submerged Lands Lease may result in severe fines which will be assessed to the violator and may also result in the cancellation of the lease after which Lessee has 21 days to remove his/her boat. Any equipment may be removed by the Association after DEP approval and Lessee may be invoiced for all costs associated with the removal and the permission.
- 3.3 *Variations*- The Board has the authority to grant a variance with respect to a lessee's obligation to comply with Section 3.2, thereby postponing a lessee's 30-day boat berthing obligation, provided that the management's approval of the lease occurs out of season (during the period from May 1st through October 31st of each year). The Board may act to delegate authority to the Marina Committee chair to grant variations out of season or for the period it

takes to obtain DEP approval, if required. The lessee's receipt of such a variance shall not defer any of his/her financial obligations, which shall be completed at the time of the slip acceptance.

- 3.4 Sub Leases: After a lessee has completed his/her mandatory 30 days usage period, he/she is permitted to sub lease his/her slip for the balance of the year. In the event that the total amount of sub lessee fees received by any lessee exceeds 11 months of lease fees, then any excess sub lease fees shall accrue to the Association.
 - 3.4.1 Any wet slip lessee, who wishes to sublease under this Section, must first offer his/her slip to those individuals whose names appear on the Wet Slip Sub Lease Waiting List, in the order that their names appear. Anyone wishing to sub lease a wet slip should request that his/her name be added to the list maintained in the Manager's office. Slips will be allocated as they become available. Seniority will be based on the individual's position on the list. Thereafter, it is permissible to continue such arrangements from year to year, provided that the sub lessee remains a member in good standing on the waiting list.
 - 3.4.2 Any Dry Slip lessee wishing to sublease their slip may do so by offering it to the most senior lessee in the wet slips. All sub lessees must be unit owners at Shipp's Landing. The violation of any Rule by a sub lessee shall be the sole responsibility of the slip lessee to the Association. The Lessee has the right to deny a boat if the size or weight puts the lift or structure at risk.
- 3.5 *Rentals* -The Association reserves the right to rent for a berthing fee any unleased wet slip to any unit owner or renter who requests permission to berth a boat in a slip on a daily, weekly or monthly period. Such period may thereafter be extended for additional periods, provided that no other unit owner or renter has requested a slip. Such berthing fees as are established from time to time by the Board are payable in advance. The overnight berthing of boats is prohibited on all perimeters of the "T" dock.
- 3.6 *Slip Change Requests*-A Wet Slip or Dry Slip lessee may make a request to change his/her slip location, by submitting a Change Request Form to the Manager's office, specifying the slip number or numbers that he/she desires. If, after requesting a change, a slip occupant declines to make a change after the requested slip number becomes available, his/her name shall be dropped to the bottom of the Slip Change Waiting List. Slip change requests between two lessees who agree to the change are permitted.

- 3.7 *Dry Slip Co-leasing Partnerships*- Any Dry Slip lessee is permitted to form a co-leasing partnership for the use of his/her slip (with or without his/her boat) with any one or more persons who are presently Dry Slip lessees and have been through the wet slip process or with current wet slip lessees based on seniority. The other partner or partners must surrender the slip or slips that they are leasing when they join the co-leasing partnership. Thereafter, it is permissible to continue such arrangements from year to year. In the event that one or more of the partners departs, the remaining partner(s) may elect to continue the partnership by replacing the vacating partner with any new partner from the pool of Dry Slip lessees or a Wet Slip lessee based on seniority, (which new partner would thereby surrender his/her slip) or retain the slip as an individual Lessee. In partnership, all of the partners are equally responsible for Rule compliance. At his/her request, any owner who voluntarily surrenders a Dry Slip shall be placed on a Preferred Dry Slip List. Such unit owners are free to join in any co-leasing partnership at any time. Since such co-lessees were at one time Dry Slip lessees they may withdraw from a partnership and return to the preferred list at any time and from time to time.

Section 4 Dry Slip Purchase Negotiations

- 4.1 *General*-When the most senior person on the Wet Slip Waiting List accepts an opportunity to move into a Dry Slip, he/she shall thereafter enter into good faith negotiations with the outgoing lessee to purchase the slip improvements, including outgoing Lessee's expenses for the boat lift and Lessee's expenses for the dry slip construction, maintenance, repair and replacement. The Association will allow 15 days for the two parties to complete the negotiation process. Prior to the outgoing lessee removing the improvements, as provided below, if after 15 days of negotiations the two parties are unable to reach an agreement, then each of the two parties shall select one member of the Board and one member of the Committee, which group of four persons shall constitute themselves as a mediation panel. The Mediation Panel shall expeditiously conduct a closed meeting, which may be conducted in person or by "zoom" meeting or by telephone conference call, to evaluate the last purchase offer made by the incoming lessee and the last selling price asked by the outgoing lessee and recommend to the two parties a compromise purchase/selling price for the improvements and related rights. In its deliberations, the Mediation Panel has the discretion to consider any other information relevant to the valuation of the

improvements, including, without limitation, the original price paid, and the age, condition, replacement value and fair market value of the improvements and related rights. After the decision of the Mediation Panel is provided to the outgoing lessee and the incoming lessee, they will be allowed an additional five (5) days to reach an agreement.

4.2 *Negotiation Failure*-If, after such five (5) days, the buyer and seller remain unable to agree, the following will apply:

(a) If the parties' inability to agree is due to the incoming lessee's unwillingness to accept the price recommended by the Mediation Panel, then the Dry Slip will be offered to the next person on the waiting list. This action upon the part of the incoming lessee will not affect his seniority position.

(b) If the parties' inability to agree is due to the outgoing lessee's unwillingness to accept the price recommendation of the Mediation Panel, then he/she will be obligated to remove all improvements, including the boat lift, from the slip at his/her expense, including permission to remove by the DEP.

4.3 *Amortization/Depreciation*- The life of a boat slip and improvements is typically assumed to be from 15 to 25 years. The Board recommends to the parties that, in their negotiations, (buyer and seller, as well as the Mediation Panel, if applicable), assume that the boat slip and related rights depreciate at the rate of 5% per annum, with an objective assessment of the condition of the improvements to be used after 10 years. In providing this guidance, the Board recognizes, that since the condition of improvements is a relevant aspect of value, the actual value could be higher or lower under specific circumstances. This same guideline will apply to slips bought used, using the purchase price instead of the price when the slip was new.

Section 5 General Information

5.1 *Seaworthiness*- When executing a lease, lessee attests that he/she is berthing a seaworthy boat. From time to time, the Board, the Marina Committee, or the Manager, as delegated by the Board, may require a lessee, at his/her cost, to provide satisfactory objective evidence that a boat berthed in any slip is in operable and seaworthy condition. The term, "Operable and Seaworthy Condition" refers to the integrity of the boat's hull, motor, prop, steering,

electrical and fuel systems and any other aspect of the boat that may prevent it from being operated safely. If a boat fails the first inspection due to a material defect, then the lessee has 30 days to repair it. If the boat fails a second inspection due to a material defect, then, unless the slip lessee files an appeal to the Board and receives a waiver, the lessee is required to remove the boat from the slip within 30 days. Thereafter, the lessee has a maximum of 30 additional days to place a substitute boat in the slip as provided under these rules. With respect to considering the merits of slip lessees' appeals to the Board, the Board may utilize objective standards, including without limitation, The USCG's "Compliance Guidelines and Specifications", The ABYC's "Voluntary Standards and Recommended Practices" and such other relevant information as is furnished to the lessee by professional surveyors or other experts.

- 5.2 The Board reserves the authority to establish standard specifications for piles and lifts, finger dock dimensions and materials, plumbing and electrical utilities and other issues as required to achieve standard design for the marina.
- 5.3 Condition of Slips and Lifts – All lessees are obligated to keep all ropes and lines clear of the dock walkways, to maintain the boater hoses neatly rolled on the hose hangers and to see that all electrical and plumbing pertaining to his/her slip comply with applicable codes.
 - 5.3.1 Lifts and their mechanisms must be kept in good repair. No cleats or other attachment shall be added to the deck material used on the boat docks. Cleats that are needed to secure the boat or lines may be added to the pilings or structure framing if they are screwed into the wood, not the deck or trim. No additional hose racks, hangers or other accessories, except those provided by the Association may be attached to the main dock walkway, but cleats and other fixtures can be attached to the piles and stringers that support the finger docks. (Lessees with special needs may request a variance from this Rule upon recommendation of the Marina Committee and approval of the Board of Directors.)
 - 5.3.2 Attachments shall be stainless steel or other material that will not rust in saltwater. Hooks, where needed, shall be made of non-corrosive materials and be placed where they face away from foot traffic to avoid accidental contact with humans or their clothing. No attachments of any kind shall be

placed on the main dock pilings and structure without prior approval of the Marina Committee.

- 5.3.3 When a slip is abandoned, (forever or seasonally), all fenders and any other paraphernalia must be removed as unsecured lines pose a safety threat to persons using the dock or boaters navigating close to the dock. Permanently installed bumpers that are in good repair are excluded and may remain from season to season. Abandoned lines, fenders or other paraphernalia will be removed and discarded.
- 5.4 *Annual Fees*-Each slip lessee will be assessed by the Association an annual slip fee, with notices of such to be mailed ~~on~~ not later than December 15th, payable no later than by January 15th. Owners will be notified on February 1st if they are delinquent and will be subject to a 10% late fee. Owners still delinquent on March 1st will be placed in default in accordance with Section 10 of the current Boat Slip Lease Agreement. Such notification will be electronic and payment dates may be adjusted by the Board annually if necessary.
- 5.5 *Unit Ownership*-Boat slips shall be leased only to Association unit owners. No more than one boat slip may be leased per unit owner, irrespective of the number of units owned. Whenever a lessee ceases to be a unit owner, he/she must relinquish his/her boat slip. In the event of the death of the unit owner, the unit owner's spouse may succeed to the rights of the lessee, provided that the spouse has been duly designated an Association unit owner.
- 5.6 *Watercraft*-Unconventional or unregistered watercraft shall not be moored, berthed or stored in the Marina
- 5.6.1 Unmuffled boats, (boats which emit their exhaust directly into the atmosphere, rather than underwater), such as cigarette-type boats, are considered to be unconventional boats.
- 5.6.2 A vessel shall be considered an unregistered watercraft unless it:
- a. Is currently titled and registered in the State of Florida and displays the vessel's registration numbers and current Florida validation decal as required under Chapter 328, Florida Statutes or
 - b. Is already covered by a registration number in full force and effect, in compliance with Chapter 328, Florida Statutes and the vessel is not

located in the State of Florida for a period in excess of 90 consecutive days.

- 5.7 *Surrender/Seniority*-Anyone leasing a slip that is currently in compliance with all of the Rules may voluntarily surrender such slip in return for a seniority position on one of the waiting lists. In this regard, the seniority position would be for the same type of slip that was surrendered, either a Wet Slip or a Dry Slip. Position on such list would be by seniority, based upon the date when the slip was surrendered. The existence of a sub lease or partnership shall not affect any waiting list seniority.
- 5.8 *Wet slip boat removal during Hurricane season*-Hurricane season is determined to be from June 1st to November 30th of each year. Lessees not in residence must remove their vessel. In order to avoid the possibility of damage to property or injury to persons each Lessee in residence should have a plan of action to remove his/her boat from the wet slip during a hurricane watch for our area and physically remove their vessel from the wet slip when a publicly declared Hurricane Warning is issued.
- 5.9 No Lessee shall use a wet or dry slip for business or commercial purposes or activities.

Waiting lists defined:

Wet slip waiting list...establishes seniority for wet slip lease, \$40.00 annual fee.

Preferred Dry Slip List...available to Lessees that surrender a dry slip with the intention of re-entering into a dry slip lease. People on this list must notify the office in writing when they are ready to renew their lease.

Preferred Wet Slip List...available to Lessees that surrender a wet slip with the intention of re-entering into a wet slip lease. People on this list must notify the office in writing when they are ready to renew their lease.

Change List...Slip Lessees that wish to change to another slip when it becomes available. Change List has priority over new lessees.

Wet Slip Sub Lease Waiting List...Any owner wishing to sublease an unoccupied wet slip during current lessee's absence.