



BAEA Rules and Regulations for use of the Boat Basin

I. INTRODUCTION

a. The following rules and regulations (the “Rules and Regulations”) have been approved by the Board of Directors (the “Board”) of the Bay Acres Estates Association, Inc. (the “Association”) and are effective as of October 14th, 1998, revised August 1st, 2005, February 25, 2013, November 2, 2017, September 10, 2018, June 6, 2021, February 24, 2023, November 2, 2023, and were further revised on April 8, 2024.

b. These Rules and Regulations are intended to govern the use of the property located at 426 Bayshore Dr., Osprey, FL 34229 (the “Park”), which Park is located within the Bay Acres Re-Subdivision, according to the plat thereof as recorded in Plat Book 7, Page 16, Public Records of Sarasota County, Florida (the “Subdivision”), the boat basin located within the Park (the “Boat Basin”), and the boat slips located within the Boat Basin (each, a “Boat Slip”). The Park is also referred to as the Tract marked RESERVED, Block 1, BAY ACRES RESUBDIVISION, lying and being in Section 10, Township 38 South, Range 18 East on the Subdivision plat.

c. The Park was deeded to the Association by way of that certain deed from Bay Acres, Inc., a Florida corporation, to the Association, dated October 8, 1963 (the “Deed”), solely to be used and maintained for park purposes and for boat berthing and dockage purposes for the use and benefit of all property owners in Bay Acres Re-Subdivision. Pursuant to the By-Laws of the Bay Acres Estates Association, as Amended and Restated on February 14, 2024 (the “Bylaws”), the Board is entitled to direct the affairs of the Association in carrying out the intended objectives. Thus, these Rules and Regulations have been adopted by the Board in furtherance of the Board carrying out the intended objectives of the Association, and shall govern the use of the Park, Boat Basin, and Boat Slips. Furthermore, the Boat Basin Committee (as such term is defined in the Bylaws) shall have the authority to enforce these Rules and Regulations on behalf of the Board and Association.

II. RULES REGARDING THE BOAT BASIN

a. Eligibility and Wait List.

i. All members of the Association in good standing are eligible to place their name on a wait list (the “Wait List”) to rent a Boat Slip from the Association by providing written notice to the Association.

ii. The Wait List is comprised of members of the Association who are actively waiting for the next available Boat Slip.

iii. All members of the Association placing their name on the Wait List shall be responsible for providing contact information to the Association for notification once a Boat Slip becomes available, and shall be responsible for keeping such contact information updated with the Association.

iv. When a Boat Slip becomes available, the Association will provide written notice thereof to member next in line on the Wait List, which written notice shall be sent to the address provided by such member pursuant to Section II(a)(iii), and shall further be accompanied by a copy of the Lease Agreement (as hereinafter defined).

v. Following the delivery of such notice, the member shall have seven (7) days thereafter to deliver to the Association a \$100.00 (one hundred dollars and zero cents) non-refundable deposit fee to hold the Boat Slip for a period of thirty (30) days, which thirty (30) day period runs from the date the notice is delivered to the member. During this thirty (30) day period, the member shall have no right to occupy the Boat Slip, unless and until the provisions of Section II(a)(vi) and all applicable provisions under the Lease Agreement have been complied with. In the event the member complies with the provisions of Section II(a)(vi), the non-refundable deposit shall be credited against the annual rental fee for the Boat Slip.

vi. Provided that the member has complied with the provisions of Section II(a)(v), the member shall have thirty (30) days following delivery of such notice to sign a lease agreement with the Association for a Boat Slip (a "Lease Agreement"), and provide and deliver to the Association the signed Lease Agreement, current boat registration, boat insurance (in such amounts as are required to be maintained pursuant to the Lease Agreement), the one time Capital Improvement Fee (as hereinafter defined), and all monies due under the Lease Agreement, including the Annual Rental Fee. The member signing the Lease Agreement must be the principal owner of the boat which will occupy the Boat Slip (the "Boat"), as reflected on the boat registration. In the event of multiple owners of the Boat: (1) all owners are required to be property owners within the Subdivision; (2) all owners must sign the Lease Agreement; and (3) all owners shall designate a principal owner, who shall serve as the primary point of contact with the Association. All members signing the Lease Agreement, in compliance with the terms thereof and these Rules and Regulations, are hereinafter referred to as "Lessees".

vii. Should a member fail to comply with the provisions of Section II(a)(v) within thirty (30) days after the delivery of the written notice set forth in Section II(a)(iv), then the member's name will be removed from the Wait List, and any non-refundable deposit received pursuant to Section II(a)(v) hereof shall be considered the property of the Association, without the requirement of any notice to such member. Any member so removed from the Wait List shall be entitled to subsequently place their name in the last position on the Wait List, and under no circumstances shall they be entitled to their previous spot on the Wait List or a credit for any non-refundable deposit previously placed with the Association.

b. Fees and Costs.

i. The fees for use of a Boat Slip shall be set by the Board on behalf of the Association and reflected on both these Rules and Regulations and each Lease Agreement (the "Annual Rental Fee"). Currently, the Annual Rental Fee is \$1,200.00 (one thousand two hundred dollars and zero cents).

ii. In addition to the Annual Rental Fee, when a member first signs a Lease Agreement, that member shall also be obligated to pay a one-time capital improvement fee, which capital improvement fee is currently in the amount of 25% (twenty five percent) of the then-current Annual Rental Fee (the "Capital Improvement Fee").

iii. The Board, on behalf of the Association, reserves the right to change or modify the Annual Rental Fee and/or the Capital Improvement Fee, in its sole and absolute discretion, by providing advance written notice thereof in compliance with the Lease Agreement(s).

iv. The payment of the Annual Rental Fee shall be further subject to the provisions of the Lessee's Lease Agreement.

v. The Annual Rental Fee and the Capital Improvement Fee are estimated to cover 50% (fifty percent) or more of all annual Park infrastructure repairs and maintenance, and 100% (one hundred percent) of all Boat Basin and Boat Slip infrastructure repairs and maintenance. Any and all remaining Annual Rental Fee

and Capital Improvement Fees shall be set aside by the Association in a capital reserve fund for additional future maintenance of the Park, Boat Basin, and Boat Slips, as needed.

vi. No refunds shall be issued for any Annual Rental Fee and/or Capital Improvement Fee payments, under any circumstances.

c. Use of the Boat Basin and Boat Slips.

i. All Boats shall be active vessels, seaworthy, and in safe condition, as determined by the Board, on behalf of the Association, in its reasonable discretion.

ii. All Lessees shall notify the Association in advance when the Boat will not be occupying the Boat Slip for a period of two (2) weeks or more, which notice shall specify the intended length of time during which the Boat will not be occupying the Boat Slip.

iii. All Boats occupying a Boat Slip must leave the Boat Basin under their own propulsion at least once every thirty (30) days.

iv. The maximum size of Boats shall be 22 feet in length and 8.5 feet wide at the widest point, excluding the motor. The draft shall be no greater than 3 ½ feet.

v. Only one Boat is permitted to occupy a Boat Slip.

vi. There shall be no storage of empty trailers anywhere on the Park.

vii. There will be no "FOR SALE" or "FOR CHARTER" signs displayed anywhere within the Park.

viii. There shall be no parking of cars anywhere within the Park except that Lessees shall be entitled to park cars within the Park on a temporary basis for the active loading and unloading of equipment to and from their Boat, and shall immediately remove their car from the Park property thereafter.

ix. In the case of storms, the Association reserves the right to require Lessees to remove their Boats from their assigned Boat Slips, for such time as the Board, on behalf of the Association, deems reasonable and necessary, so as to avoid damage to the Boat Slips. In the event the Association requires such removal, all Lessees shall be responsible for the removal of their Boat and the safe storage thereof, at the Lessee's sole risk, cost, and expense. The Association's failure to require the removal of any Boat shall not be deemed to impose any liability on the Association whatsoever. In the event the Association does not require such removal, the Lessees shall be responsible for properly securing their Boat, so as to avoid any damage to the Boat Slips. Lessees shall, under all circumstances, be responsible for any damage caused to the Boat Slips or any other boat occupying the Boat Basin as a direct or indirect result of such Lessee's failure to comply with the provisions of this section.

x. Electricity and water are included in the Annual Rental Fee as a courtesy to the Lessees. Such electricity is intended to be used intermittently and is not to include any high-energy consuming devices. Similarly, such water is to be used in a conservative fashion, and no excessive use shall be permitted. All Lessees are required to make only reasonable and customary use of such utilities provided, and the Board, on behalf of the Association, in its reasonable discretion, reserves the right to revoke utility service to any or all Lessees for violation of this section, without notice.

xi. Lessees are responsible for keeping their boat registration and insurance current and on file with the Board.

xii. In the event a Lessee opts to sell their Boat, they must provide notice of such sale to the Association immediately following such sale. Thereafter, the Lessee has sixty (60) days to replace the boat with another boat which complies with the provisions of these Rules and Regulations, and, following such replacement, the Lessee and the Association shall execute an amendment to the Lease Agreement reflecting the specifications of the new boat.

xiii. Only the applicable Lessee(s) shall be entitled to operate their Boat in and out of the Boat Slip and within the Boat Basin. Under no circumstances shall a person other than the Lessee be entitled to operate a Boat in and out of the Boat Slip or otherwise within the Boat Basin. Lessees are responsible for the proper and safe use of the Boat, and are liable for any damage caused to other boats, pilings, dock structures, and any other Association property as a result of their acts or omissions.

xiv. Boats and Boat Slips are only to be used recreationally, and no commercial use shall be allowed.

xv. Lessees are responsible for keeping their Boat clean and in good working order and repair. All docks, Boat Slips, walkways, the Boat Basin, and the Park are to be kept clean and free of debris and trash at all times.

xvi. Lessees shall keep all gear and equipment off the docks and walkways, except when actively loading and unloading.

xvii. Under no circumstances shall the cleaning or cooking of fish be permitted within the Park, Boat Basin, or Boat Slips.

xviii. Lessees shall be responsible for securing and maintaining strong, adequate, and secure mooring lines on the Boat and shall cause its Boat to be securely moored at all times.

xix. Lessees shall only be entitled to perform minor routine maintenance on the Boat while in the Boat Slip. The Board, on behalf of the Association, shall have the sole discretion to determine what constitutes such minor routine maintenance. Outside labor or service technicians, with proof of liability insurance, may perform routine repairs and maintenance on the Boats, provided that the Lessee has first obtained the advance written consent of the Association, and provided that such repairs and maintenance are otherwise performed in compliance with these Rules and Regulations. In all cases, the Lessee shall remain primarily liable for the failure of its outside labor or service technicians to comply with the provisions of these Rules and Regulations.

xx. All Boats and personal property are stored at the Lessee's sole risk, and the Association assumes no responsibility for losses, theft, or damage thereto.

xxi. In an emergency situation, the Board, on behalf of the Association, shall have the right, but not the obligation, to move any boat located within the Boat Basin, or require the applicable Lessees to move the same. The Association shall not be liable in the event of any damage resulting from the exercise of its rights hereunder, except in the case of the Association's gross negligence or misconduct.

xxii. The Board, on behalf of the Association, reserves the right to re-allocate and re-assign Boat Slips, as follows:

1. If a Boat Slip becomes vacant and no longer subject to a Lease Agreement, then the Board shall first offer the vacant Boat Slip to each existing Lessee with a Boat Slip number greater in numerical order than that of the vacant slip, in order of priority, which priority shall be determined by the number of the Lessee's existing Boat Slip. For example, if Boat Slip number six (6) becomes vacant and no longer subject to a Lease Agreement, Boat Slip Lessees with existing Boat Slip numbers 7-12 shall be offered the vacant slip, in order, beginning with the Boat Slip Lessee of Boat Slip number 7, then Boat Slip number 8, and continuing on until all higher numbers are exhausted. In the event a Lessee who is offered the vacant Boat Slip desires to move from

their existing Boat Slip into the vacant Boat Slip, then such Lessee shall be required to execute an amendment to their Lease Agreement reflecting the re-assigned Boat Slip. Under no circumstances shall any Lessee be entitled to lease more than one (1) Boat Slip at a time. Each Boat Slip Lessee who is offered to move to a vacant slip in accordance with this section shall have five (5) business days following an e-mail notice from the Board to accept such Boat Slip, or else the offer shall be deemed revoked and the Board shall be entitled to offer the vacant slip to the next Boat Slip Lessee in accordance with the foregoing process. Should no existing Boat Slip Lessee accept the vacant Boat Slip, then the Boat Slip shall be offered to members of the Association on the Wait List in accordance with the process set forth in Section II(a) hereof; and

2. The Board shall have the right, exercisable in the Board's reasonable discretion, to reallocate and re-assign Boat Slips at any point during the Term of any Lease, in the case of emergency or extraordinary circumstances.

xxiii. Lessees shall not be entitled to make any modifications to their Boat Slip without the advance written consent of the Association, which consent may be withheld or conditioned in the Association's sole and absolute discretion.

xxiv. Lessees shall operate the Boat in a safe manner at all times in accordance with Coast Guard standards and all applicable statutes and regulations promulgated by state and federal authorities and regulatory agencies.

xxv. Lessees may be asked to remove their Boat from the Boat Basin for no cause, upon recommendation by the Boat Basin Committee and approval by the Board. Such removal shall not constitute a violation of any Lessee's Lease Agreement.

xxvi. Harassment of Board members and/or members of the Boat Basin Committee is prohibited. No Board members may be approached directly regarding complaints, and/or concerns, all of which must be sent via e-mail to the Board.

d. Remedies and Enforcement.

i. The provisions regarding remedies and enforcement of these Rules and Regulations shall be as set forth in the applicable Lessee's Lease Agreement.

III. RULES REGARDING THE PARK.

a. Use of the Park.

i. Only members in good standing of the Association and Occupants (as hereinafter defined) are entitled to use the Park. The term "Occupant(s)" shall mean "a person (whether an Association member, Guest, or Tenant) who resides in a parcel of real property within the Subdivision for which there is an allocated paid Association membership, as authorized by the holder of the applicable Association membership. Where the context dictates, an Occupant shall also be deemed to include family members." The term "Guest(s)" shall mean "any person who is physically present in or occupies a parcel of real property within the Subdivision for which there is an allocated paid Association membership, on a temporary basis, at the invitation of the holder of such Association membership, without the payment of consideration." The term "Tenant(s)" shall mean "the persons who occupy or are entitled to occupy a parcel of real property within the Subdivision for which there is an allocated paid Association membership, under a lease agreement with a term in excess of one (1) year, for consideration. Tenants must have exclusive use rights of the real property for which the Association membership is allocated, at all times during the term of their lease, and no dual usage shall be permitted." Tenants and Guests shall not be entitled to be members of the Association, but shall be entitled to use the Park (but not the Boat Basin), subject to these Rules and Regulations.

ii. Empty trailers shall not be stored at the Park.

- iii. There shall be no parking of cars anywhere within the Park.
- iv. The cutting, trimming, or removal of any shrubs, trees, or other landscaping from the Park is expressly prohibited.
- v. Pets are allowed the Park, only if they are not a source of annoyance to others and are leashed while within the Park. All pet waste must be properly disposed of.
- vi. No fires or barbequing is permitted except for designated areas only.
- vii. No overnight stays are permitted.
- viii. Harassment of Board members and/or members of the Boat Basin Committee is prohibited. No Board members may be approached directly regarding complaints, and/or concerns, all of which must be sent via e-mail to the Board.

b. Remedies.

- i. Following a violation of the rules set forth in Section III(a) hereof, the Association shall provide written notice thereof, which notice shall be delivered to the address within the Subdivision where the person resides.
- ii. The alleged violator shall then have fifteen (15) days to answer such correspondence in writing.
- iii. The Association, by and through the Board of Directors, shall consider the facts and circumstances of the alleged violation in making a decision as to what remedies it may pursue, which remedies include, but are not limited to, suspension of use rights, termination of use rights, and fines.

c. Liability and Indemnification.

- i. To the fullest extent permitted by applicable law, all persons utilizing the Park hereby agree to defend (with attorneys acceptable to the Association), indemnify, protect and hold harmless the Association and the Association's agents, and any successors to all or any portion of the Association's interest in the Boat Slip, Boat Basin, and/or the Land, and their directors, officers, partners, managers, members, employees, authorized agents, representatives, affiliates and mortgagees (collectively, the "Association Parties") from and against any and all damage, loss, claim, liability and expense, including, but not limited to, actual attorneys' fees and legal costs, incurred directly or indirectly by reason of any claim, suit or judgment brought by or on behalf of (i) any person or persons for damage, loss or expense due to, but not limited to, personal or bodily injury or property damage sustained by such person or persons which arise out of, are occasioned by, or are in any way attributable to the use the Park, or the acts or omissions of such person in or about the Park; or (ii) damage, loss or expense due to, but not limited to, personal or bodily injury or property damage which arise out of, are occasioned by, or are in any way attributable to such person's use of the Park, except to the extent caused by the gross negligence or intentional misconduct of the Association.
- ii. Under no circumstances shall the Association or the Board have any liability whatsoever for any damage, loss, claim, liability, or expense, arising out of or in any way related to the use of the Park by any person. The use of the Park is expressly at the sole risk of such person utilizing the Park.
- iii. Use of the Park constitutes an acknowledgement of these Rules and Regulations, which are subject to change without notice.

iv. In the event of a lawsuit against the Association, the prevailing party shall have the right to collect from the other party its reasonable costs and necessary disbursement and attorneys' fees incurred in enforcing these Rules and Regulations.

Revised April 8, 2024