

THE WATERFRONT IN NAPLES
CONDOMINIUM ASSOCIATION, INC.

POLICIES AND PROCEDURES
FOR
APPLICATION FOR BOAT DOCK WAIT LIST APPLICATION FOR BOAT
DOCK
BOAT DOCK AGREEMENT

Boat Agreement

The Waterfront in Naples Condominium Association, Inc., herein referred to as the "Association" has boat docking spaces for the exclusive use of property owners in residence at the Waterfront in Naples who occupy the unit and who own boats, herein referred to "Residents". All boats must be legally registered to the residents. The Resident, _____ who has applied for boat space effective _____ which application is an integral part of this agreement and attached hereto, and the Association agree to the following, policies, rules and regulations regarding the mooring of the Resident's boat and use of the Association's dock, a common element of the Waterfront in Naples.

- A. The Resident shall provide proof of marine Protection & Indemnity Liability Insurance coverage with a \$300,000 minimum limit and agrees to maintain its coverage through the year and each year thereafter. The policy is also required to name The Waterfront in Naples Condominium Association, Inc. as an additional insured.
- B. The Board of Directors of the Association will establish a fee each year for the use of the Associations dock. The fee is due and payable on January first of each year. If payment is not made within 30 days of the due date, the boat slip assigned will revert back to the Association for reassignment from the wait list. For those residents who are assigned dock spaces, if the slip becomes available January through June, the fee is 100% of the current fee. If the slip becomes available July through December, the fee will be 50% of the current fee. The original deposit will be credited in both cases.
- C. This agreement may be amended and/or restated from time to time by the Board of Directors of the Association and the Resident hereby agrees to execute any

amended and/or restate Boat Dock Agreement. This Agreement will renew automatically unless either party gives 30 days written notice of cancellation. However, each year the Resident will need to provide current copy of the boat insurance specified in point "A" above at the beginning of the year and subsequently by the end of the insurance renewal date. Failure to provide current copy of the boat insurance specified in point "A" above shall result in termination of the Boat Rental Agreement and the Resident shall remove their boat from the premises. If the Resident does not remove their boat, the Association shall take action as specified in point "I" below.

- D. The Board of Directors of the Association has delegated administrative responsibility for the Association's docks to the Property Manager Company as follows:
1. To maintain a file of all applications, agreements, permits, insurance and correspondence related to the docks with copies to the Dock Master.
 2. To notify applicants as space becomes available.
 3. To secure signed boat owner agreements from Residents along with proof of marine liability insurance each and every year.
 4. To maintain first come, first served waiting list of Residents desiring a dock space with \$100.00 deposit.
 5. To ensure that the Association is complying with all government regulations and obtaining all necessary permits for the operation of the docks.
 6. To issue timely, written warnings and/or orders to vacate to Residents regarding non-compliance. Residents may request a hearing by a committee appointed by the Association's Board of Directors within 10 days of written warnings and/or orders to vacate.
 7. Residents may only refer matters to the Association's Board of Directors in writing.

8. To report frequently to the Board of Directors, at least quarterly, on all matters relating to administration of the docks.
- E. The Dock Master, appointed by the President, shall be responsible for the efficient resolution of maintenance problems, day-to-day operations, and effective policing of the rules and regulation.
- F. The Dock Master's responsibilities are as follows:
1. To conduct on-site supervision of Residents compliance to the rules and regulations for use of the dock facility and report violations to the Property Management Company and to the President.
 2. To monitor on a daily basis the physical condition of the dock (dock, electricity, water, moorings).
 3. To supervise the timely completion of Board of Directors approved measures.
- G. The Resident hereby renders the Association harmless for any and all liability or damage for personal injury, loss of life, or property damage or loss, to himself, his family, his employees, invited guests and agents arising out of, or in connection with the condition or use of the approved boat space, motors and accessories, or the use of Association premises.
- H. The Resident hereby releases and agrees to indemnify and hold harmless the Association from any and all liability for loss or damage to the Resident's approved boat, or its contents, due to fire, theft, collision, windstorm, weather, act of God, accident or other cause.

- I. The Resident hereby notifies the Association that he/she is solely responsible for any and all insurance related to the approved boat, its contents, and equipment such as radios, electronic devices, fishing gear and personal belongings.
- J. The Resident agrees to supply all docking equipment and other means for securing his/her boat properly including the equipment listed in the Association named storm protocol. The named storm protocol is required to be implemented if the Resident is utilizing the dock. If the Resident refuses to follow the protocol, they are required to remove their boat from the premises at least 24 hours prior to the named storm estimated landfall time. Any and all damage to the Association property as well as other vessels due to improper mooring shall be the sole responsibility of the Resident.
- K. The Resident guarantees the maintenance of his/her boat while this boat dock agreement is in force. For the purposes of this agreement, maintenance shall mean frequent monitoring and upkeep of the boat's seaworthiness and appearance, compliance with government laws and regulations, as well as compliance with the policies, rules and regulations of the Association.
- L. Failure of the Resident to provide timely proof of insurance defined in item A and maintain their boat as defined in Item K during absences of 30 days or more shall constitute abandonment. When Resident abandons his/her boat, the Association reserves the right to remove the boat at the Resident's expense after a 7-day period after notification.
- M. In the event of an emergency such as the breakdown of the bilge pump, leaks, bad mooring lines, failure to comply with the named storm protocol or any hazardous situation and in the absence of the Resident, the Dock Master is authorized to move the boat at the Resident's expense.

Rules of Conduct Applying to the Association's Dock:

-)> No Glass bottles or containers permitted on the docks.
-)> No Barbecue fires, open fires or welding shall be permitted on the docks or on boats while moored at the dock.
-)> No person shall litter on the docks or discharge into the water, or throw overboard, litter, oil, spirits, flammable liquids or oily bilge.
-)> No person shall be permitted to live aboard any boat moored at the dock.
-)> No Swimming, diving, jumping, running, roller-skating, bike riding will be permitted on the dock.
-)> No laundry shall be hung on the dock or moored boats.
-)> No storage of rafts, canoes, marine gear or other personal belongings will be permitted.
-)> Hoses, electric extension cords, tie-ups and other items must be kept clear of all walkways at all times. All Connections must be routed under the dock, not through it, with the Dock Master's approval.
-)> All Boats must be moored on their port side and within their assigned space.
-)> The Dock Master or representatives of the U. S. Coast Guard may inspect the Resident's boat for compliance with government regulations at any time. Persons properly insured and authorized by the Dock Master may make only minor boat repairs on the Association's dock.

The use of dock electricity for the sole purpose of air conditioning and refrigeration must be installed and paid for by the Resident.

All Waterfront property owners (Residents) who are members in good standing may apply for a dock space.

All applicants must ensure that their boat is a maximum of 24 feet in length measured from the furthest point forward to the furthest point aft with the motor in a fully raised position. This measurement will be on the centerline of the boat. The Association reserves the right to remeasure as deemed necessary to ensure compliance with the 24-foot rule.

For the purpose of applying for a boat space, an application form and a boat agreement are available upon request from the Property Management Company only. A \$100.00 deposit to be applied toward the first year's fee must accompany all applications. This deposit will be returned if the applicant sells his/her Waterfront property prior to allocation of a boat slip.

If at any time the applicant's space becomes available and the applicant determines that circumstances beyond his/her control requires that the assignment cannot be accepted, the \$100.00 will be refunded. If under these circumstances he/she wants to remain on the wait list, the name of the applicant goes to the bottom of the list and the deposit is retained.

The Resident desiring a dock space completes the application and returns it to the Property Management Company. The applicant should be sure to retain a copy of the completed application.

The Board of Directors has determined that the dock spaces will be allocated on a first come, first served basis when the applications exceed available dock space.

Residents who have an assigned boat slip and subsequently rent or sell their units forfeit their dock slip to the next person on the wait list.

After notification of the availability of a slip, the person receiving the notification has 30 days to submit a completed application. The applicant has 6 months from approval of the application to have the boat with boat dock agreement, a valid boat registration, and

proof of marine insurance submitted to the Property Management Company. Failure to comply with the preceding requirement will cause the assignment of a slip to be forfeited. The accompanying application for a boat dock and the boat dock agreement constitute the agreement between the Resident and the Association, the policies, rules and regulations pertaining to the Association's dock facility and its use.

The Board of Directors reserves the right to request a copy of a valid insurance policy and proof of ownership at any time.

This agreement shall be null and void if the Resident terminates as property owner with the Association.

Named Storm Protocol

To ensure the safety of both your boats as well as the Association dock, it is required that all Residents prepare their boats in the following manner for any named storm in our area:

1. Prepare for Removal: If possible, please prepare to remove your boat from the dock and secure it in a safe location. This precautionary step will help prevent any damage to both your boat, other boats and the dock.
2. Anchor and Tie Up Properly Away from The Dock:
 - A. For those unable to remove their boats, please anchor your boats a safe distance from the dock. Proper anchoring is essential to prevent your boats from causing damage to the dock or uprooting the dock pilings during high winds and especially storm surge.
 - B. It is the Resident who is responsible for getting and properly using their own anchors. With typical vacated spaces on the dock that occur during storm

season, it is advisable to space boats apart from other boats as much as possible.

- C. At least two anchors should be used with a minimum weight any styles recommended by your boat's manufacturer for your specific boat, the sea bottom type and the anticipated wind, current, and storm surge conditions. Anchors should have proper scope and proper lengths of chain and rode for the anticipated water depth, current and wind conditions.
- D. Anchors shall have a buoy attached so other boaters can be aware of the anchor and anchor line position.
- E. At the free end of the anchor chain, a swivel shackle should be affixed to allow a running line to be run through it that will go from the creekside cleat on the boat to the shackle and then back to the piling of the dock. This way the boat can be pulled away from the dock while standing on the dock. A swivel shackle is important to avoid the binding of your running line as it twists under tension.
- F. Another line should be affixed to the boat's bow and stern cleats on the dockside of the boat and tied to the pilings once the boat is pulled away from the dock.
- G. To allow for possible anchor drag, position the boat away from the dock to keep the boat from contacting the dock in the event there is some anchor drag.
- H. For all lines affixed to the pilings, the Resident shall tie a rolling hitch with the running end of the line toward the dock decking. This will help to prevent the lines from slipping off of the tops of the pilings in the event of significant storm surge raising the boats above the tops of the pilings.
- I. Ensure your dock lines are in proper condition and of the right size for your boat. Too small of a diameter of line combined with chafe is a recipe for a line to break potentially causing damage to your boat, other boats and the dock.
- J. Avoid tying lines to the cleats of the dock as they are not going to be as strong as the pilings.

- K. The time for taking all measures for a boat's safety is while still able to do so. This will mean completed preparedness within 48 hours within predicted arrival of the main part of the storm. Ahead of the arrival of the main part of the storm, there can be a fair amount of wind which could make preparations quite challenging as well as dangerous.
 - L. If your boat has a bilge pump, ensure your boat's battery is fully charged as there can be significant rain associated with storms. This also applies for unnamed storms that can dump a lot of rain. If your bilge pump is running a lot, the battery can run down. If your boat has scuppers, ensure they are clear of debris (like leaves, paper towels, rags, etc). Failing to do this can cause a boat to become swamped and even sink causing a lot of damage to your boat and the environment with fuel and oil leaking into the creek.
 - M. Within 48 hours of the storm's passing, boats shall be tied back to the docks in normal fashion.
3. As far as normal fashion of tie up is concerned, do not tie the boat too tightly to the dock. This point cannot be emphasized enough. With our king tides we have at The Waterfront, we need to allow your boat to rise and fall without putting undo strain on the cleats of the dock (and your boat for that matter). To protect your boat, you should tie fenders to your boat (not the dock) where the boat meets the piling. Residents shall use two spring lines to help keep their boats from moving too far fore and aft in order to keep their boat fenders aligned with the pilings and to avoid damaging boats in front or behind.
 4. Secure Loose Items: Ensure that all loose items on your boat are secured or removed. In the event of high winds, unsecured items can become hazardous projectiles.
 5. Stay Informed: Monitor weather updates closely. Being informed will allow you to act quickly if the storm threat becomes more imminent.
 6. Communicate: If you need assistance with removing or securing your boat, please arrange for help. You might also consider reaching out to fellow boaters or the Dockmaster directly if you are unsure about how to go about complying with the above protocol.

7. Liability and Insurance: Please be aware that individual boat owners may be held liable for damages caused by not following the above protocol. It is essential to ensure that your liability insurance policies are up to date.

The Board of Directors require the Resident's cooperation and compliance with the above protocol to take these precautionary steps to protect the boats and the Association dock. This protocol may change in the future if and when it is deemed by The Board of Directors that there are better methods to safely and effectively protect the boats and the dock.

Printed name of Resident _____

Signature of Resident _____

Date _____

The Waterfront in Naples
Condominium Association, Inc.

APPLICATION FOR BOAT DOCK WAIT LIST

The application shall be executed in triplicate, one for the applicant, one for the condominium Association files and one for the Dock Master.

Name: _____

Address: _____

Daytime phone: _____ Evening phone: _____

Address out of state: _____

Daytime phone: _____ Evening phone: _____

"The Resident" hereby makes application for dock space.

Please provide information about boat you plan to purchase or currently own.

Make: _____ Length: _____

Additional information _____

The length of your boat must not exceed 24 feet with trim fully extended (in other words with the motor up all the way). Once the property Management Company has notified you that space is available, you will have to submit an "Application for A Boat Dock" and will have (6) six months from the date the application is approved to have your boat at the dock.

This application will be accompanied by a (\$100.00) one-hundred-dollar deposit. This deposit will be credited towards your first annual fee when space becomes available.

Signature _____ Date _____

The Waterfront in Naples Condominium Association, Inc.

APPLICATION FOR A BOAT DOCK

The application shall be executed in triplicate, one for the applicant, one for the condominium Association files and one for the Dock Master.

Resident's name: _____

Address: _____

Daytime phone: _____ Evening phone: _____

Address out of state: _____

Daytime phone: _____ .Evening phone: _____

The resident hereby makes application for dock space effective:

Date: _____

The Resident owns, and has legally registered to him/her, a boat described as a:

Manufacturer: _____

Model: _____

Year: _____

Length including motor tilted up and out of water: _____

Beam: _____

Color: _____

Registration #: _____

Boat insured by: _____

Agent name and phone #: _____

Policy #: _____

Expiration date: _____

Allocation of boat spaces will occur on a first come, first served basis.

Upon approval of this application, the Association and the Resident will enter into a Boat Dock Agreement, which becomes binding after approval of this application, and after executing the Boat Dock Agreement. This application is an integral part of the Boat Dock Agreement. **Failure of the Resident to execute the Boat dock Agreement within 30 calendar days of notification of approval will result in forfeiture of the Resident's claim to a dock space.**

You will have 6 months from the date of approval of this application to have your boat at the dock. You will also be expected to provide a certificate of marina insurance for the Waterfront file each year.

Resident printed name: _____

Resident signature: _____

Date: _____

Application approved on:

Date: _____

Dockspace #. _____

Written notification and Boat Dock Agreement
sent to the resident on:

Date: _____

Signed Boat Dock Agreement received on:

Date: _____

Proof of liability Insurance received on:

Date: _____

