

RiverPlace at Summer Beach Property Owners Association, Inc.
Policies and Procedures
Name of Policy: RiverPlace Dock and Boat Slips Rules and Regulations
Policy Number: RP11
Date: 3 May 2016
Reference to CCR's: I 9 14, II A 3, IV C D

1. General:

- a. The dock, walkway, finger piers and slips (collectively the "Dock") constitute Association Common Property. Dock slips ("Slips") are Association property that is licensed to certain Parcel Owners ("Licensees").
- b. "Slip" is defined as the metal platform, cable, hoist and motors, including all associated mechanical and electrical components needed to operate the lift, located in, and included with a specific space with relation to the dock, identified by a "slip number".

2. Restrictions on Dock and Slip Use:

- a. No commercial use of the Dock or Slip shall be permitted.
- b. Licensee agrees to use the Slip for storage of no more than one boat owned or leased by Licensee and agrees to not use the Slip for any other purpose without the prior written consent of the Association. Licensee agrees that the boat and all its contents, including but not limited to equipment, passengers, fuel, and any water taken on due to weather, when on the lift associated with the Slip, shall not exceed 80% of the rated weight limit of the lift associated with the Slip.
- c. Licensee agrees to not commit any act which is a nuisance to the Association, the other licensees or residents of RiverPlace or might damage the Property of RiverPlace.
- d. Licensee shall comply with the rules and regulations for the Dock and Slips as approved from time to time by the Association Board of Directors (the "Board").
- e. With the prior written consent of the Association, Licensee may install one reasonably sized storage locker on the dock.
- f. Parcel Owners or residents desiring to use a motorized vehicle on the dock and walkway are assessed an annual dock vehicle use fee by the Association. The maximum weight for such vehicles is 1,000 lbs.

3. Maintenance / Repairs:

- a. The Association shall be responsible for required maintenance and repair of the Slips and dock pilings, catwalk and pier forming or adjacent to the Slip (except that if damage to any one or more of such structures is caused by one or more acts or omissions or negligence of a Parcel Owner or Parcel Owner's guests or invitees, Parcel Owner shall bear the cost of such repairs, which may be assessed via a Parcel Assessment).
- b. Licensee shall make no additions or changes in the pilings, catwalk or dock and shall not install any lights, hoists sheds or covers, without gaining approval from the ARB.
- c. Notwithstanding any other provision herein or in the License Agreement, Licensee shall keep the Slip in good condition and upon termination or transfer of the License Agreement deliver the Slip in good condition.
- d. The Property Manager will contract for annual slip inspection and maintenance required due to normal wear and tear of the slips.

RiverPlace at Summer Beach Property Owners Association, Inc.
Policies and Procedures
Name of Policy: RiverPlace Dock and Boat Slips Rules and Regulations
Policy Number: RP11
Date: 3 May 2016
Reference to CCR's: I 9 14, II A 3, IV C D

- e. Licensees will ensure that the contractor has access to the lift control mechanisms for such inspections and repairs.
 - f. If in its sole discretion, the Association determines that any repairs to the Slip, lift mechanism, dock pilings, catwalk or dock require the removal of the boat from the Slip, Licensee shall, upon reasonable notice, remove the boat at Licensee's cost. Failure to do so shall constitute a default under the License agreement.
- 4. Slip Use Fees:**
- a. The Association assesses Licensees Use Fees that are sufficient to cover the cost of insurance, utilities, taxes, annual Slip inspection, normal wear and tear maintenance, and Slip-related legal and administration fees.
 - Licensee use fees will be used to pay all slip inspection and normal maintenance costs.
 - Licensee use fees will be used to pay a pro-rated portion of the dock electrical utilities, based on counting lights on the dock/slips, with each lift motor counting as one light, and each slip counting as one light.
 - Licensee use fees will be used to pay 90% of the regular dock water utility fees, and the remainder will be paid from the Association general account. Increases in regular monthly bill due to power washing is to be paid from the general account.
 - b. Use Fees will be allocated to Licensees on a pro-rated basis, using each Slip's weight capacity rating, as currently physically noted on each lift mechanism, using a direct ratio calculation.
- 5. Registration:** The Parcel Owner covenants and agrees with the Association that any boat placed in the boat slip will be registered, identified, marked, equipped and maintained as required by the laws of the State of Florida. Failure to maintain such registration shall be cause for termination of the License.
- 6. Insurance Coverage / Indemnity:**
- a. The Licensee shall maintain liability insurance with loss limits no less than \$300,000 and medical coverage no less than \$500. Written proof of insurance must be provided to the Property Manager when the License Agreement is entered-into or transferred, and annually thereafter. Failure to submit written proof of insurance on an annual basis shall constitute a default under the License agreement
 - b. Licensee agrees to indemnify and hold the Association harmless from and against any and all claims, loss, and damage incurred by the Association arising from or in connection with any and all acts or negligence on the part of the Licensee, his or her guests, invitees or employees.
 - c. The Association Board will periodically investigate whether wind damage insurance coverage of the dock, walkway, slips and structure is available on reasonable terms.

RiverPlace at Summer Beach Property Owners Association, Inc.
Policies and Procedures
Name of Policy: RiverPlace Dock and Boat Slips Rules and Regulations
Policy Number: RP11
Date: 3 May 2016
Reference to CCR's: I 9 14, II A 3, IV C D

7. **Tropical Storms and Hurricanes:** In event of a warning or watch for a hurricane (or tropical storm with winds equal to or exceeding 50 mph), Licensee shall remove the boat from the Slip and store it elsewhere. If Licensee fails to do so, Association may cause the removal of the boat at the Licensee's expense and risk. Failure to remove a boat under these circumstances constitutes a default under the License Agreement.
8. **License Termination:** If at any time the Parcel Owner fails to pay Use Fees, Slip maintenance costs or assessments as established from time to time by the Association, or cause required repairs to the Slip to be made, then in such event the Association shall have the *right* to terminate the License Agreement and all rights to use the Slip.