

# COCONUT COVER MARINA

## RULES AND REGULATIONS

*<sup>1</sup>Modified by the Board of Directors at a duly called Board of Directors Meeting held on October 29, 2013*

Coconut Cove Marina residents are to utilize the Lots, Units, Common Area, Dock Area and Roadway Area in a manner that promotes the best interests of the total community and protects the health, safety, welfare of all Owners.

Each Owner is responsible for the actions and conduct of each Owner's family members and guests as relates to the compliance with the Declaration Articles, By-Laws and these Rules and Regulations. Unit Owners will make a copy of these Rules and Regulations available to their guests and tenants and advise them to comply.

These Rules and Regulations are subject to change and modification by the Association and violations are punishable as provided in the Declaration and by law. All capitalized terms that are not defined in these Rules and Regulations shall have the meaning given in the Declaration, Articles and By-Laws.

### **A. GENERAL RULES AND REGULATIONS FOR THE COMMUNITY**

1. The entrances, passages, walkways, sidewalks and like portion of the Common Area, Dock Area and Roadway Area shall not be obstructed nor used for any purpose other than for ingress and egress. Parking areas shall be used for parking of motor vehicles only. **THE ROADWAY AREA IS AN EMERGENCY VEHICLE ACCESS AND FIRE LANE AND SHOULD NOT AT ANYTIME BE BLOCKED BY ANY UNIT OWNER, OCCUPANT OR GUEST.**
2. The personal property of Unit Owners and occupants must be stored in their respective units.
3. No garbage cans, supplies, or other articles shall be placed in any Common Area, Dock Area and Roadway Area other than as authorized by the Board of Directors.
4. No Unit Owner or occupant shall sweep or throw any dirt or other substance from a Lot into any part of the Common Area, Dock Area and Roadway Area.
5. No garbage, refuse trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the City of Fort Pierce, Florida, as applicable for disposal or collection, shall be complied with. All garbage shall be disposed of in plastic trash bags which will be closed or sealed for final disposal.
6. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that

will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, operate or permit to be operated a phonograph, compact disc player, tape player, television, radio or other similar device in his Unit in such a manner as to disturb or any other occupants.

7. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
8. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Property.
9. A Unit Owner or occupant shall not cause anything to be affixed or attached to hung, displayed or placed on the exterior walls, doors, or windows of any Unit that was not installed as part of the Unit's original construction.
10. Notwithstanding Rules 8 and 9 above, any Unit Owner may display one portable, removable United States flag in a respectful manner in, on or upon any part of such Owner's Unit, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans' Day may display in a respectful manner portable removable official flags of each of shall not be larger than 4 feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard.
11. No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle shall be permitted on the Property at any time or used on the Property at any time as a residence either temporarily or permanently. No commercial vehicle shall be permitted on the Property, except while repairs are being performed in the respective Unit by the commercial vehicle owner's agent, but in no event shall the commercial vehicle be permitted to part overnight.
12. No repair or maintenance of vehicles shall be made on the Common Area or Roadway Area. Repairs to vessels in the Dock Area shall be permitted to the extent specified in Section B of these Rules and Regulations.
13. No window type air conditioning units may be installed by Unit Owners or occupants. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
14. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while in the Common Area, Dock Area and Roadway and including full compliance by them with these Rules and Regulations.
15. Pets shall be the direct responsibility of their owners. Pets of owners, guests and tenants shall be confined or leashed at all times while on the Common Area, Dock Area and Roadway Area. In the event defecation occurs on any Common Area, Dock Area and Roadway Area the person accompanying the pet shall scoop up and dispose of the same in a their own trash receptacle for removal.
16. In accordance with Declaration Section 17.4.4, no cat, dog or any other pet that is permitted by the Rules and Regulations weighing in excess of fifty (50) pounds shall be allowed to be kept on the property without the prior approval of the Board of Directors. Each unit shall keep no more than two (2) pets unless approved by the Board of Directors.

## **B. DOCK AREA RULES AND REGULATIONS**

1. All vessels and Owners shall comply with all federal, state and local rules and regulations pertaining to the operation and maintenance of vessels and use of the Dock Area, Slips, lands and water (all of which are herein collectively referred to as the "Marina") and subject to the Terms and Conditions of the Submerged Lands Lease .
2. When a vessel enters the Marina, it immediately comes under the jurisdiction of the Coconut Cove Marine Homeowners Association, Inc. or its designee (herein the "Dock master"). All vessels desiring to dock, moor or obtain services at the Marina must register with the Dock master.
3. Fueling of vessels in the Marina is prohibited.
4. All Marina users shall adhere to all speed regulations when operating within Marina waters, entrance channels and adjacent waters. Vessels operating in the night time in the Marina shall be properly equipped with navigational lights and shall be operated in accordance with all applicable provision of federal and state maritime operating procedures. **NO VESSEL SHALL BE OPERATED IN THE MARINA SO AS TO CREATE A WAKE AND UNDER NO CIRCUMSTANCES SHALL A VEESSEL BE OPERATED IN EXCESS OF THE ESTALBLISHED SPEED LIMIT.**
5. Only acceptable pleasure vessels, in good condition and under their own power, shall be permitted in the Marina. No houseboats, barges, tugboats, commercial fishing vessels or similar work type vessels shall be permitted in the Marina at anytime.
6. No one shall live or stay aboard a vessel, pollute the water, litter the Marina or create any disturbances.
7. All vessels docked at the Marina for more than forty-eight (48) hours in any seven (7) day period ("Long Term") must be a vessel that is registered in the name of a Unit Owner or an approved Unit lessee. A copy of the Vessel registration certificate must be submitted upon the request of the Dock master. Corporate owned vessels must submit corporate officer information, if requested.
8. All vessel owners utilizing the Marina for vessel dockage on a Long Term basis shall execute a dockage agreement in such form as the Association shall require compliance with all provisions of such dockage agreement shall be an ongoing condition of such vessel owner's use of the Marina. In the event any terms of the dockage agreement conflict with the provisions of these Rules and Regulations the dockage agreement shall control.
9. From time to time, the Association or the Dock master may require any vessel to relocate for purposes of maintenance or repairs to the Marina, the Association will attempt to provide adequate facilities to the extent possible while repairs are in progress for such time as the Association or the Dock master deems it to be necessary. (See #28)
10. No modifications to the utility connections that distribute utilities from the Slips to the vessels shall be made without the written consent of the Association. Any costs for modifications that are approved by the Association to existing connections shall be paid by the Owner to whom such Slip has been assigned.
11. In the event a vessel has an appurtenance (such as a diving platform or bow sprit, the length of which, when added to the length of the vessel, is greater than that of the vessel's

Slip, then such appurtenance may encroach beyond the vessel's Slip so long as (a) it does not encroach over any other Slip, dock, or pier, (b) the Vessel is moored in its Slip stem first when the appurtenance is part of the or affixed to the bow of the vessel, and (c) the encroachment does not interfere with navigation over Marina waters, entrance channels and adjacent waters as defined by the Submerged Land Lease.

12. Vessel owners are solely responsible for the proper and safe mooring of their vessels, All vessel owners are required to maintain mooring lines in good condition and of sufficient strength to secure their vessels at all times. In the event of adverse weather and/or tidal conditions, vessel owners shall take all necessary precautions for the safety of their vessels.
13. Vessel owners shall, at their sole cost and expense, maintain vessels moored at a Slip in seaworthy condition, with due regard to fire and safety hazards, and shall be responsible for pumping their vessels when needed, Vessels showing unusual leakage must be repaired or removed from the Marina, at the vessel owner's sole cost and expense, Vessel owners will adhere to all applicable government guidelines, rules and regulating the operation of vessels and/or use of marinas as well these Rules and Regulations, should any vessel fully or partially sink in the Marina, it shall be the responsibility of the vessel owner to remove the vessel from the Marina with forty-eight (48) hours without cost, expense or damage to the Marina, In the event such vessel is not removed as provided herein , the vessel shall be removed by the Marina and such cost and expense shall be assessed against the Owner whose slip the vessel was approved to be moored at.
14. Each vessel Owner and operator of a vessel using the Marina or channels adjacent to the Marina assumes all risk of loss or damage to such vessel or property owned by him which may be sustained in the Marina or channel. The Marina shall have no liability or responsibility therefore.
15. Employees of the Association are not to perform or be requested to perform personal services for a vessel owner and the Dock master shall be solely responsible for directing and supervising employees of the Association who work at the Marina. In the event that any such employee does perform services for a vessel owner (regardless of when they are performed), such employee shall be considered as acting as agent of the vessel owner and such performance shall be deemed outside of the scope of the employee's employment by the Association and the Association shall not be responsible in any manner for such employee's actions, including but not limited to such employee's tortuous acts, injuries nor shall the Association be responsible for any remunerations charged by the employee for such services.
16. The Marina walkways, parking areas, entrances and like portions of the Marina shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Marina; nor shall any carts, tables, maritime equipment or other objects be stored anywhere on the Marina, except in vessels, and in dock boxes which have been installed or approved by the Association for installation by an Owner, No lockers, chests, cabinets or similar structures shall be installed in the Marina without the prior written approval of the Association, which approval the Association shall the right to grant or withhold in the associations' sole discretion.
17. No refuse, trash or garbage shall be allowed to fall or be thrown overboard, Garbage shall be deposited in containers supplied for that purpose. No person shall discharge sewage, waste water, fuel, oil, spirits, inflammable liquids or oily bilge water into the marina waters and/or adjacent channels and water.

18. No charcoal or open fires will be permitted on docks or on vessels at any time. No flammable, combustible or exposed fluids chemicals or substances (other than fuel and oil in the vessel's engine system and galley fuel, eg alcohol and propane) shall be kept in any Slip, vessel or in the Marina; provided however that solvents and cleaning substances may be kept in dock boxes if stored in a safe manner and in accordance with applicable fire codes and insurance requirements.
19. Advertising or soliciting shall not be permitted on or from any Vessel moored at the Marina, nor shall "For Sale" or "For Charter" or "For Hire" or any other signs be placed on vessels at any time, and the Association shall have the right to immediately remove signs in violation of this provision.
20. All automobiles or similar vehicles must be parked in areas designated as guest parking. Any vessel owner wishing to park a vehicle for more than 24 hours shall register the vehicle with the Dock master, and even if registered, the vehicle shall not remain in guest parking for more than seventy-two (72) hours.
21. No motorized vehicle, bicycle, skateboard, or three wheeled vehicle shall be ridden, driven, stored or otherwise permitted on the piers, docks, sidewalks, catwalks, bulkheads or other protons of the Marina not specifically designed for such use.
22. Noise shall be kept at a minimum at all times, Members shall use the utmost discretion in operating main engines, radios, televisions and/or any equipment so as not to create a nuisance or disturbance in the Marina area.
23. Compliance with manatee or other similar warning signs is required by Members, vessel operators and invitees.
24. The use of spotlights, floodlights and/or other lighting in such a manner as to affect the safety and/or comfort of others is prohibited, No vessel owner shall permit lighting on or near his vessel which adversely affects the Marina lighting that has been installed by the Association or the Declarant.
25. Ample electrical current is provided by the Association and no separate generators shall be used by any vessel owner to provide electrical power while within the Marina area, electricity to the Slips and all other utilities utilized by any vessel shall be billed separately to their Owner to whom the slip is assigned.
26. Major repairs and/or refitting of vessels at dockside or within the Marina areas are prohibited. The extent of repairs or maintenance permitted to be performed in the Marina area shall be at the sole discretion of the Dock master.
27. No swimming or recreational diving is permitted in the Marina area.
28. Laundry of any type or any item of a personal or unsightly nature shall not be hung or spread to dry or air in public view anywhere in the Marina nor from any vessel.
29. In the event that a vessel or other equipment is to be loaned to or boarded by persons in the absence of the vessel owner, the Dock master must be notified in advance as to allow the dock master to verify authorization,
30. The Dock master's office shall be notified each time a vessel leaves the Slip for a period resulting in the vessel being absent from the Slip for a period of forty-eight (48) hours or more.
31. Members are required to record with the Dock master current name (s), addresses, and telephone number(s) of person(s) to contact in case of an emergency.

32. Pets shall be leashed within the confines of the Marina and are only permitted if they do not disturb other Members and are otherwise permitted by the Association Declaration and its Rules and Regulations.
33. Coconut Cove Marina may provide a dinghy dock or docks for the accommodation of dinghies and or small boats on a first come, first served basis. No dinghy or small boat shall be left at the Dinghy Dock as the use of this area is intended for loading and unloading only.

**Delinquency Procedures approved by the Board on Sept 17, 2013:**

- Due date of assessments is the 1<sup>st</sup> of the first month of the quarter or Jan1, April 1, July 1 and Oct 1
- A 15 day grace period will be granted before an owner is considered late/delinquent.
- A late notice will be sent on day 16 requesting payment. This notice will advise the homeowner that the outstanding balance will be charged 18% annual interest starting on this date and that failure to pay might result in a fine being levied against the homeowner.
- The owner will then have 14 days to either pay in full or to request a hearing to present reasons why they are unable to comply. Failure to act may result in the Board fining the homeowner at the rate of \$100 per day, up to an aggregate \$1,000 until their balance due is cleared.
- If an account is 45 days past due, the account may be forwarded to the attorney for collection and the homeowner will be responsible for legal fees.
- If a homeowner is 90 days past due, the Board then has the right to suspend use of the common property, including use of the boat docks and to cause removal of improvements at the dock or elsewhere, and to suspend voting rights.