

BOAT DOCK RULES AND REGULATIONS



HARBOUR LIGHTS, INC., OF NAPLES

390 Harbour Drive

Naples, Florida 34103

Adopted 03/11/2020

Boat Dock Rules and Regulations
Harbour Lights Condominium Association Board
Harbour Lights Inc.
Naples, FL. 34103

Part One – Definitions

The boat dock and slips are part of the Harbour Lights Common property.

For the purpose of assignment of boat dock leases, the following definitions will be in force: An **Owner-Occupant** whose residence, while he or she is in the Naples area, is at Harbour Lights. A **Renter** is a non-owner who leases a unit from an owner-occupant. Consequently, Harbour Lights Owner-Occupants will have priority in the rental of dock slips.

Dock space, if available, may be leased to a qualified applicant who does not own a boat at the time of submitting the application, but can show proof of ownership, with registration, within ninety days of the signed lease. Additionally, the qualified applicant must give indication of a potential launch date of said vessel. The Dock Master's notification of approval will constitute the beginning of the ninety-day period. Any exception to this rule must be made with the approval of the Board of Directors.

All leases are on a calendar year basis. A new lease will be sent to Lessee each year with the annual payment request. Billing will be handled by Resort Management and payment is due during the first quarter of each new year. Leases are not transferable, and dock slips may not be sublet.

Part Two – Application and Leasing of Dock Slips

Interested individuals who wish to lease a dock slip must complete a Boat Slip Application Form and submit it to the Dock Master. Please note applicant **must** sign the Waiver of Liability on the application releasing the Harbour Lights Condominium Association from all liability in the use of the dock area.

If dock space is available, and the applicant meets the requirements of these Rules and Regulations, the Dock Master shall prepare a Lease for the applicant's signature, and assign him or her an available dock slip. The applicant must submit the required rental fee within 30 days of the issuance of the lease. Failure to do so will result in forfeiture of the dock slip and the applicant's name will revert to the bottom of any waiting list, if one exists.

If dock space is not available at the time the Application is submitted, the applicant's name will be placed on the waiting list, maintained by the Dock Master, in the order received.

Dock slip rentals shall be limited to vessels not longer than 35 feet in length. The vessel shall have a beam of no more than eleven and one half feet, and a height of no more than

eleven feet above the waterline, including a flying bridge. Sailboat masts are excluded from this height requirement. A vessel may be human-powered (kayak or paddle/sail board) but may not be a canoe or rowboat. **Note: "Jet-ski" vessels are power boats.** More than one vessel may be parked in a boat slip space if the combined lengths do not exceed maximum length (two or more kayaks or boards, for example).

If dock space becomes available as a result of no requests by any unit owner, such dock space may be rented to a non-owner, subject to these Rules and Regulations. However, if, after this rental to a non-owner, a request for dock space is received from an owner, the non-owner must vacate the dock space within 60 days.

Slip priority is first given to an owner-occupant over renter. Only one slip will be leased to an applicant unless there are no candidates listed on the waiting list. No slip will be offered to a renter unless there are no other applicants.

Leases are subject to the following:

1. Rental fees shall be established by the Board of Directors at the beginning of each calendar year.
2. Leases are renewed on a calendar year (annual) basis. A new lease will be sent along with a rental payment request from Resort Management in January of the new year. Initial leases executed during the year shall be on a pro-rata basis to December 31. Lessees who surrender their slip during a lease period shall be entitled to a pro-rata refund of any pre-paid rental fees if slip is re-leased.
3. Lessees must provide proof of insurance before a boat may be moored in the assigned dock slip. ***No lease shall be deemed in effect until this requirement is fulfilled.***
4. A slip lease may be cancelled by the boat owner upon written notification to the Dock Master. Slip leases are automatically cancelled upon transfer of ownership of a condominium unit, if applicable.
5. Non-payment of rental fees or any other violations of these Rules and Regulations shall be considered just cause for the cancellation of a dock slip lease by the Association. Cancellation will be made in writing to the Lessee and, upon receipt of such notice, the Lessee shall, without recourse, remove his boat from the assigned dock space.

Part Three - Other rules pertaining to the use of Docks:

All docks must be kept free of all litter and other items, such as hoses, gas and oil cans, and other paraphernalia.

All sailboat or power boat owners must agree to maintain Boat Liability Insurance. The Association assumes no responsibility for damages to or by boats moored at the Harbour



Harbour Lights Condominium Association
Dock Master's Rules, Regulations, Duties & Emergency Procedures
(revised February 2020)

Dockmaster Duties

The Dock Master's foremost responsibility is to act with prudence -- it is the fiduciary responsibility of not just the Board, but the Dockmaster and all boaters to be safe and responsible.

The Dock Master is specifically responsible to:

1. Protect the safety and security of all boaters and the Association as is reasonably possible.
2. Review all applications as to compliance with the current version of the **Boat Dock Rules and Regulations**.
3. Develop and maintain a current Dock Assignment and Wait List. **Send a copy of these lists to Resort Management at the first of the year to allow for proper billing of renewed slip leases.**
4. Assign and re-assign dock slips as follows:
 - 1) Current slip renters will have first choice of available slips, based upon seniority (e.g. number of consecutive years) as a slip renter, and appropriateness of his/her vessel to that slip; (2) the next available slip will be made available to the first qualified candidate listed on the Wait List. **All assignments and re-assignments are subject to Board approval.** The following criteria apply:
 - (a) Slip priority is first given to an owner over outside property renter.
 - (b) Only one slip per owner unless an open slip is available due to no waiting list (see below). Priority is first given to power or sail boat owners. Then priority will be for human-powered crafts (e.g. kayaks, paddle/sail boards). No canoes or rowboats.
 - (c) If there are slips available for leasing after the above, then an owner may lease a second slip. Use of second slip is not automatically renewable. Must be applied for each year.
 - (d) If there are slips available after the above, then such slips may be offered to people outside of association for rental.
 - 2) Issue *initial* lease for dock slip once application, insurance information verified and rent payment received. Leases will be automatically renewed each year by Resort Management during 1st Quarter billing process.
5. Appoint an Assistant Dock Master – an annual resident, boat owner – to oversee the docks in times of absence of the Dock Master.

Lights docks. Any damage to the docks and pilings caused by a vessel will be paid for by the owner.

All sailboats and powered boats docked at the Harbour Lights docks must display a valid Boat Registration sticker. Registration must be in the unit owner's name.

No boat owners or guests shall live aboard their boats at the docks at any time. This rule does not apply for an overnight stay on board the boat.

Any oil or fuel leaks must be repaired promptly.

Vessels must be docked only in the slip assigned to the Lessee by the Dock Master. If the Lessee desires to switch slips, he must receive written approval from same. The Lessee will have first choice of any slip that then becomes available. This choice will be offered prior to offering the available slip to persons listed on the dock waiting list.

The use of radios, television, and cooking devices at the docks shall be done in an unobtrusive manner.

Children under twelve years of age are not permitted in the dock area without adult supervision. Those who cannot swim are not permitted in the dock area without some type of life preserver.

Boat lifts are not permitted on any of the dock spaces.

All boats must be secured in such a manner as to prevent their breaking loose under all weather conditions. Dock lines should consist of fore and aft lines, spring lines, and anti-chafing gear where appropriate.

The Board of Directors shall fairly and reasonably apply these Rules, make written modifications when necessary, and adjudicate reasonable requests when appropriate. The Board shall be the final arbitrator of any ambiguities or disputes resulting from the application of these Rules and Regulations. Day-to-day administration and interpretation of the Rules and Regulations shall be the responsibility of the Dock Master.

Part Four – Pertaining to use of Parking Area

Parking spaces for visitors and guests are provided at the end of the owner's parking lot and adjacent to the street. Harbour Lights does not have sufficient parking spaces to allow unrestricted overnight parking by boat slip renters.

Boat slip renters are permitted to use the loading zone area adjacent to the dock area, but only for the short periods of time needed for loading, unloading and servicing their boats. When finished with this process, please return vehicle to the visitor parking area.

6. Assess the condition of the docks and boat slips (including depth levels) and report the condition of the docks to the Board on an annual basis or as otherwise requested by the Board.
7. Authorize minor repairs to docks and boat slips and otherwise compile budget recommendations for major repairs, maintenance and upgrades.
8. Be cognizant of weather conditions and be alert to prevent damage to docks and vessels during storms.
9. Assist other boaters, when practical, or when in extremis to avoid collisions.

Corinthian Spirit

The Corinthian Spirit is the code through which we, as boaters, help each other, judge our actions and gauge our decisions on the water and docks, and conduct our relationships.

Our docks are essentially a part of our community. When you see or think another boater needs assistance with mooring lines, exiting or entering the docks, or might have a situation that could be dangerous, please take action and offer assistance.

The Corinthian Spirit guides us to helpfulness, cooperation, and mutual aid on the docks and at sea.

The Corinthian Spirit is a principle all good boaters hold higher than any set of rules and regulations.



Harbour Lights
390 Harbour Drive, Naples, FL 34103

Harbour Lights Condo., Inc.
Boat Slip Application Form

Name: _____

Address: _____

Date: _____ HL Unit Number: _____ (if applicable)

Phone #: (local) _____ Phone #: (in case of emergency) _____

CONDOMINIUM OWNERSHIP STATUS: (check one)

- a) Owner-Occupant *
- b) Renter or Other *

BOAT:

- a) Sail: _____ Power: _____ Other (kayak, paddle/sail board): _____
- b) Draft: _____ (note: depth at docks is shallow) *
- c) Length Over All (including appendages): _____ (may not exceed 35 feet) *
- d) Beam: _____ (may not exceed 11 1/2 feet)
- e) Height Above Water Line: _____ (Cabins & Flying Bridges may not exceed 11 feet above water line, excluding masts)

BOAT OWNERSHIP:

- a) Vessel Registration Number: _____
- b) Registered Owners (list all owners): _____
- c) Insurance Company: _____ Policy # _____
- d) Liability Insurance Limits of Coverage: _____
 (please file copy of Policy with dock master)

****Check with Dock Master for details before buying a boat***

- a) I have read the Harbour Lights Condominium Association Boat Dock Regulations, and accept, without reservation, its terms and conditions.
- b) I agree to keep insurance in effect on my boat and agree to pay for any consequential damage to Harbour Lights Common Property.
- c) I understand that I may **not** sublet my dock slip to any other party.
- d) I will keep my boat in fully working and completely maintained condition.
- e) **I Waive Liability and agree to hold Harbor Lights Condominium Association harmless from any liability from the lease or use of dock space.**

 (Signature of Applicant) Date: _____

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 For Use by Harbour Lights' representative

- _____ Insurance Documents Received
- _____ Rent Check Received
- _____ Boat Dock Rules issued



Harbour Lights
390 Harbour Drive, Naples, FL 34103

BOAT SLIP LEASE/AGREEMENT

THIS AGREEMENT is made and entered into by and between Harbour Lights Condominium Association, Inc., hereinafter "Lessor", and

Hereinafter "Lessee", on the _____ day of _____

In consideration of the mutual covenants herein exchanged, the parties agree as follows:

1. The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor a boat slip located at 390 Harbour Drive, Naples, FL 34103, together with the other items of tangible property contained on adjacent boat dock.
2. The term of this lease is for _____ months, commencing on _____, and ending on _____
3. Lessee agrees to pay a rental of \$ _____ in advance. Rent shall be payable to Harbour Lights, Inc., and may be sent to Harbour Lights, Inc., c/o Resort Management, 2685 Horseshoe Drive, #215 Naples, FL., 34104, or given directly to the Dock Master.
4. Lessee shall not assign his right under this Lease without the expressed written consent of the Lessor. Lessee shall not sub-let the leased dock slip, nor use same for any purpose except as permitted by the **Boat Dock Rules and Regulations** which were given to the Lessee when application was made.
5. All personal property placed or moved into the leased boat slip shall be at the risk of Lessee, and Lessor shall not be liable for any damage to said personal property.
6. Lessee shall not commit any waste in and about the leased slip, and shall keep said slip, together with the surrounding dock area, in a clean, and sanitary condition, in good repair and shall yield same back to Lessor upon termination of the Agreement in the same condition as at the date of execution thereof, reasonable wear and tear expected.
7. Lessee hereby agrees to be in compliance with all Harbour Lights Association Boat Dock Rules and Regulations.

8. Lessee shall make no alterations or additions without the prior verbal permission of the Dock Master. All alterations or additions shall remain as part of the premises unless Lessor shall elect otherwise.
9. Lessor shall not be responsible for fire, theft, act of nature, or other damage to the vessel and other personal property of Lessee or guests for any reason and the Lessee shall save the Lessor harmless and free from any loss, cost, damage, or expense arising out of any accident or other occurrence causing injury to any person or property, and due directly or indirectly to the use or occupancy of the leased boat slip by the Lessee, his agents, or invitees.
10. Lessee agrees to pay cost of collection and a reasonable attorney's fee on any part of said rental that may be collected by suit or by attorney, after the same is past due.

If Lessee does not carryout the terms of this Agreement, all deposits made shall be retained by Lessor as liquidated damages which shall be Lessor's exclusive remedy.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and year first above written.

Dated

Lessor

Dated

Lessee

Insurance Company: _____ Policy # _____

(Required before lease may take effect)