



WATERSIDE
AT COQUINA KEY
**WATERSIDE COQUINA KEY DOCK
ASSOCIATION**

REVISED AND RESTATED RULES AND REGULATIONS Update
11-7-2023.

The use, operation, maintenance and upkeep of the Condominium Property and the ownership of the Boat Units with respect to the property of WATERSIDE AT COQUINA KEY DOCK CONDOMINIUM (the "Condominium Property") shall be governed by the following rules and regulations.

A. GENERAL

1. Violation of any of these rules of conduct will be subject to disciplinary action by Waterside at Coquina Key Dock Condominium Association, Inc., a Florida not-for-profit corporation ("Association"), pursuant to the provisions of these Rules and Regulations, the Declaration of Condominium, and the By-Laws of the Association.
2. The Board of Directors of the Association ("Board of Directors" or "Board") reserves the right to amend or modify these Rules and Regulations at any time.
3. All capitalized terms which are not defined in these Rules and Regulations shall have the respective definitions ascribed to such terms in the Declaration of Condominium for Waterside at Coquina Key Dock Condominium ("Declaration").
4. In the event of a conflict between the terms and provisions of the Declaration and the terms and provisions of these Rules and Regulations, the terms and provisions of the Declaration shall control.

B. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Boat Unit Owner and each licensee and guest, as a condition of invitation to the premises of the Condominium Property, assumes the sole responsibility for his or her property, including, without limitation, Vessels. The Association shall not be responsible for any loss or damage to Vessels, or any other private property used or stored on the Condominium Property, whether in Dock Boxes or elsewhere.
2. To the extent not prohibited by law, any Boat Unit Owner, licensee, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Association, or other activity operated, organized, arranged or sponsored by the Association on the Condominium Property, which use shall include, but not be limited to, docking a Vessel in the Condominium Property, shall do so at his or her own risk, and shall hold the Association and their respective employees, officers, directors, representatives and agents (collectively, "Association Parties") harmless from any and all resulting loss, cost, claim, injury, damage or liability sustained or incurred by him, her or it, and/or from any act or omission of the Association Parties.

C. CONDOMINIUM PROPERTY REGULATIONS

1. The Vessels docked in, berthed in, or plying the waters of the Condominium Property shall strictly comply, at all times, with the regulations, rules, directives, laws, statutes, and ordinances of all appropriate governmental, or quasi-governmental, bodies, now existing or subsequently promulgated or in force. As a condition of using the wet slips and dry space area, all watercrafts **MUST** be registered with the Association within ten (10) days and the Owner must receive and display on the watercraft and trailers a current identification sticker. Watercraft or trailer that do not display a current Association identification sticker may be towed without notice by the Associations' towing contractor, after the 24-hour timeframe stated on the tow tag. Registration stickers are NOT transferrable to any other watercraft or trailer. If it is found that a sticker has been transferred to another watercraft, the owner of the original sticker will be fined \$100, and the illegal watercraft may be towed. On an annual basis, owners are required to provide the Association office with watercraft and trailer registration renewals, and **Liability Insurance listing Waterside at Coquina Key Dock Condominium Association, Inc. as the additionally insured.** Periodic checks for watercraft registration will be conducted by Association staff or a committee designated by the Board to conduct such checks. Subleasing is prohibited in wet slips and dry space areas. All wet slips and dry space areas are privately owned, and usage of such spaces requires a rental agreement to be filed with the HOA office prior to use of wet slip or dry space.

2. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them of these Rules and Regulations and all other rules and regulations of the Association. All children under 12 years of age must be accompanied by a responsible adult when entering and/or utilizing the Condominium Property. Applicable rules, regulations and recommendations promulgated by government agencies applicable to children (including, without limitation, those requiring the use of personal floatation devices) shall be complied with at all times.

3. No signs, banners or commercial advertisements shall be posted or circulated at or upon the Condominium Property, nor shall business of any kind be solicited or transacted at the Condominium Property.

4. Pets or other animals are permitted at the Condominium Property only when embarking on or disembarking from Vessels. Pets brought into the Condominium Property shall be leashed (when not on a Vessel) and always attended. Pet owners are responsible for cleaning up after their pets. The Board of Directors shall have the right to order the removal of any pet that is considered a nuisance, in the Board's sole and absolute discretion. In such an event, the Board of Directors shall give written notice of such determination by the Board to the pet owner, and the pet shall immediately be permanently removed from the Condominium Property.

5. No person shall be permitted to live aboard any Vessel moored within the Condominium Property. No house boats shall be permitted in the Condominium Property.

6. No Vessel shall be used for business, immoral, illegal, or transient guest purposes.

7. No BOARDING OF GUESTS OR PERSONS FROM THE Yacht Club fishing pier or any Seawalls to BOAT OR ANY OTHER VESSAL is allowed on Condominium Property There is absolutely no docking tie off in front of the pier or between pier and seawall at any time. There will be a violation and possible loss of privileges.

8. No Vessel shall be permitted in the Condominium Property which shall be used for purposes other than the recreation of its owner and its owner's invitees, guests, and family. This restriction does not apply to the Association.

9. No commercial Vessels or Vessels with commercial identification shall be permitted in the Condominium Property.

10. No Vessel, when berthed shall NOT extend beyond the boundaries of the usable area of the specific Boat Unit in which it is located. 32 feet is the maximum length of a boat allowed in Canal 1 only which has longer 30-foot length. If lifts are present, they need to be checked for capacity and adjusted to fit your boat. 10-foot beams or wider may have problems within existing lifts and have to be checked by dockmaster and approved lift installer prior to authorization given to use the slip. 30-foot max boat length is allowed in canals two, three, four & five which have a 25-foot length. 32 feet in dry spaces. Overall boat length must be supported by state registration and insurance policy. This includes the pulpit; Anchor and the engines will be your total length. The centerline of the boat and its weight by manufacturer specification will be strictly adhered to. Vessels with beams too wide and overall lengths, too long for lifts will damage lifts and repairs sole responsibility of owners and renters if applicable. Balancing and weight distribution of boats are critical to the safety of your boat, dock, and people. The berthing of boat will be strictly adhered too so not to impede any risk to movement of boats through canal and dock safely.

Grandfather clause:

Boats already larger than 30 feet in these spaces as of 11-7-23 still need to be checked for capacity and adjusted to fit your boat. 10-foot beams or wider may have problem within existing lifts and have to be checked by dockmaster and approved lift installer prior to given authorization to use the slip.

11. All operators of Vessels shall observe all posted or unposted speed limits for all applicable governmental, or quasi-governmental, agencies and other rules. When in the waters of the condominium property.

12. Within Waterside canals Number one, two, three, four and five are a **NO WAKE ZONE.** Idle speed shall be maintained from the entrance of the canal to your slip and throughout the canal at any time during boat operation. Please be courteous and observe good boating rules of the water. Remember, you the owner are responsible for any damage to boars, vessels, seawalls, people, and equipment by your wake.

13. Exterior Visible Decorations, Alterations, Etc. To maintain harmony of the exterior appearance of the docks, common elements and the limited Common Elements, no one shall make any changes to, place anything upon, affix anything to or exhibit anything from a Dock, piling, Boat or the Common Elements, Limited Common Elements, or any other part of the Condominium / Dock Property or Association Property that is visible from the exterior of the buildings or from the Common Elements, except in strict compliance with these Rules. Banners, Bandit signs, or flags (including sport teams), any flag you want to display off property is the vessels owner's option. However, this flag must be removed when berth in slip.

14. A boat Owner may display one portable, removable, United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. If any of these flags become tattered or worn, they should be discarded in a respectful way and replaced if desired. No sports or political banners/flags are allowed to be displayed.

15. Only White Flood Lights are allowed on the dock finger piers on the flood light system at end of finger docks.

16. Offensive/Threatening Behavior. The Police may be called to deal with residents or guests who are verbally or physically abusive (including public intoxication) to any Waterside at Coquina Key employee, contractor, vendor, board member, owner, or guest. Additionally, the individual will be subject to a fine of \$100. Boat owners are responsible for the behavior of guests. Please be courteous and thoughtful to others. Do not leave trash, bait, fish carcasses, fishing line, etc.

17. Boat Unit Owners / Renters and occupants are solely responsible for the proper mooring of their Vessels and are required to maintain mooring lines and lifts in good condition and sufficiently strong to always secure their Vessels. Any special mooring rules or procedures issued by the Association shall always be complied with.

18. Boat lifts are permitted on the Condominium Property, but only in accordance with the Declaration. The Board shall pass from time-to-time Boat Lift Specifications, in accordance with the Declaration. For purposes of defining the Boat Lift Specifications as defined in the Declaration, the following shall apply. Lifts will be raised to a minimum of the high tide mark when not in active use. Lifts are not to be submerged for more than a 24-hour period.! PVC guideposts must not exceed 2 feet above the gunwale or railing. No items may be affixed to the lifts, other than those with Architectural approval. All new lifts must have wrapped pilings and aluminum bunks with rubber tops.

19. Any lift installs or architectural change to a slip must go through the board and ARC and work performed by approved vendors only that have insurance and licenses are required for HOA / DOA approval.

20. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance or which interferes with the peaceful and proper use of the Condominium Property. No sound reproduction or amplification equipment, speakers, bull horns, musical instruments, bells, loud boilers, sirens, or radios shall be used in or upon the Condominium Property except in such a way as to avoid nuisance or annoyance. Neither engines nor other motors shall be run within a Boat Unit for more than 10 minutes in any one hour. Generators shall not be operated between the hours of 8:00 p.m. and 8:00 a.m. Generators are only to be used in emergencies or when electricity is unavailable.

21. No Tampering with electrical, plumbing or any part of dock facility. If the owner or guests tampers with any part of electrical and plumbing system to modify or add equipment that is not approved, it will be removed and returned back to facility standard at owners' expense.

22. No Vessel which is inoperable or unseaworthy shall be kept, maintained, or stored in the Condominium Property for more than 24 hours. Only Pleasure vessels in condition and under their own power, shall be permitted to the birthing areas. In the event of an emergency during the owner's absence, i.e., breakdown of bilge pump, leak, bad lines, or lift, beyond the dockmaster skill set, the dock association is authorized to contract for repairs as economically as practical which will be charged to owner.

23. Fish or other marine life of any kind shall only be cleaned, prepared, or processed at the designated fish cleaning stations located at the end of every canal of the Condominium Property. Crab traps may be stored at the end of the dock finger if properly cleaned and maintained, but only with the mutual consent of the adjoining neighbor of the finger. Traps, when submerged, must be cleaned, maintained, and marked properly.

24. Each Vessel must have such sanitary equipment on board as is required by all applicable federal, state, and local authorities. No Vessel shall be deemed to be in compliance with this paragraph if such equipment is not fully operational or if such equipment such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such requirements. In no event shall any person discharge or permit to be discharged any sewage or any other substance (other than bilge water) into the waters of the Condominium Property.

25. The Association may permit police, U.S. Coast Guard, and similar watercraft to tie-up to and be kept on any portion(s) of the Condominium Property during an emergency, including unoccupied slips.

26. Sailboat owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the management staff shall be authorized to tie off halyards. Sailboats must have a bird repellent affixed to mast tops.

27. No repairing, power sanding or painting of Vessels or motor work shall be done within the Condominium Property and no other work shall be performed in or about the Condominium Property which may result in damage, scarring, staining, contamination. Or an environmental impact to the Condominium Property, water ways, surface of the docks and piers.
28. Vessels operating during the nighttime shall be properly equipped with navigational lights as required by all governmental, or quasi-governmental, agencies.
29. No flammable, combustible or explosive fluids, chemicals, or substances (other than fuel and oil in a Vessel's engine system) shall be kept in any Dock Box or Vessel. 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.
30. No charcoal burners, gas welders, gas torches, any open flame-producing equipment, except within a Vessel (i.e., cook stoves, lamps, and lanterns), shall be used within the Condominium Property.
31. No fuel shall be sold or purveyed within the Condominium Property. **Vessels shall not be fueled within the Condominium Property.** Fuel is not to be transferred from Condominium property to Docks at any time.
32. No trucks, commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of any type, recreational vehicles, or vans (other than passenger vans) shall be permitted to be parked or to be stored at any place at the Condominium Property, including the dry space area. Dry spaces may only contain watercraft, watercraft trailers, and wheel chocks. Kayaks, canoes, and paddle boards shall not be stored in the dry spaces. They may be stored in the designated HOA kayak racks located around the property upon approval from the COA office.
33. No garbage, refuse, trash, or rubbish shall be deposited except in trash receptacles. No refuse, solid or liquid, shall be thrown overboard from Vessels or docks or piers. All garbage and trash shall be removed from the Condominium Property by the persons responsible for the existence of such garbage or trash. No oil bilge shall be discharged into the waters in or about the Condominium Property.
34. No laundry or other item of an unsightly nature shall be hung or spread in public view within the Condominium / Dock association Property.
35. No recreational swimming or diving shall be permitted within the waters of the Condominium Property. Diving shall only be permitted for the purpose of maintenance, cleaning, and repair of the Condominium Property.
36. Each Boat Unit Owner and occupant shall keep his or her own Boat Unit in an orderly, operable, and clean condition, free of all gear and equipment. No unsightly or dilapidated Vessel shall be kept in the Condominium Property. Vessel decks shall be kept free and clear of debris, bottles, papers, trash, crab traps, extension cords(?), unsecured hoses(?) and other unsightly material always. NO extension cords are to be run across any sidewalk, decks, seawalls, parking area or

grass areas as this is a tripping hazard within the dry storage area and wet slip areas. This includes all canals.

37. All Vessels shall be kept and maintained in a constant state of readiness for evacuation in case of fire, or other emergency.

38. During hurricanes and other high velocity wind threats, each Boat Unit Owner and Vessel owner shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Association, or any other applicable agency. If a Vessel sinks as a result of a storm, or for any other reason, the owner of such Vessel must remove the sunken Vessel from the Condominium Property immediately after the occurrence of such an event. If not so removed within 24 hours after the sinking, the Association may (but shall not be obligated to) remove the same and impose a charge against the Boat Unit Owner for the cost of said removal. Each Boat Unit Owner shall be deemed to have agreed to indemnify and hold harmless the Association Parties for and from any and all loss or damage incurred in connection with the exercise or non-exercise of the Association's rights pursuant to these Rules and Regulations, unless such loss or damage is proximately caused by any of the Association Parties' gross negligence or willful misconduct. If a Boat Unit Owner plans to be absent during the hurricane season, such Boat Unit Owner must prepare his or her Boat Unit and secure or remove, as appropriate, his or her Vessel prior to departure in accordance with the standards established by the Board of Directors (or in the absence of such standards, with all due care). Such licensee shall also designate a responsible firm or individual to care for his or her Boat Unit and Vessel should there be a hurricane or other storm and furnish the Association with the name(s), address, and telephone number of such firm or individual. Such a firm or individual shall be subject to the approval of the Association. The Boat Unit Owner shall be liable for any and all damages caused to the Condominium Property or to the Boat Units, Vessels or other property of others for such Boat Unit Owner's improper preparation or failure or removal, as the case may be, of his or her Boat Unit and Vessel for hurricanes and other storms. Notwithstanding anything contained in these Rules and Regulations to the contrary, the Association may also levy fines in accordance with the rules and regulations if the Boat Unit Owner fails to abide by the provisions of this paragraph. Notwithstanding the right of the Association to enforce the foregoing requirements, the Association shall not be liable to any Boat Unit Owner or other person or entity for any damage to persons or property caused by a Boat Unit Owner's failure to comply with such requirements.

39. Water siphons shall not be used except in case of emergency and freshwater may not be used as a coolant for air conditioners or other machinery. Air conditioners shall be turned off on unattended Vessels. Water supply hoses of unattended Vessels shall be disconnected at the Condominium Property and stowed aboard. No person may use either electrical power or fresh water, if furnished at a Boat Unit, for any purpose other than to supply power and water to the Vessel officially assigned to that Boat Unit. Water hoses and extension cords shall not be hung from the electrical box. Hoses must be hung from an Association approved hose

hanger in the designated location. **Hoses are NOT to be hung on electrical boxes.**

40. All Vessels shall have adequate, permanently installed electrical or mechanical bilge pumps in constant state of readiness. Switches shall be labeled and installed in readily discernible locations near the helm.

41. The docks, piers, entrances, and like portions of the Condominium Property shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, tables, maritime equipment or any other objects be stored anywhere on the Condominium Property, except in the Vessels, and in Dock Boxes, if any, installed in accordance with the Declaration.

42. In the event that a Vessel shall not be removed as required in these Rules and Regulations or in the event that a Boat Unit Owner shall fail to pay any applicable Assessments and fees when due, or in the event that a Boat Unit Owner shall fail to comply with any other of his or her obligations under the Declaration within seven days of written notice from the Association detailing such failure, then the Association acting through its agents, or representatives may at its sole discretion: (i) board and remove the Vessel from the Condominium Property; (ii) anchor or store the Vessel as it sees fit at the Boat Unit Owner's expense; and/or (iii) bar the use of the Vessel by the offending party, his or her agents, invitees, guests, and family. The Association, in the exercise of such discretionary authority and/or in performance of any upkeep, maintenance, management, reconstruction, operation or repair of the Condominium Property shall not be liable or responsible to any Boat Unit Owner nor to any owner of a Vessel nor to any person or entity that may hold a security interest in a Vessel or its contents, except as may be caused by the gross negligence or malicious wanton act of the Association.

43. The Association shall have the right to inspect any Vessel in the Condominium Property to determine its seaworthiness, cleanliness and compliance with all applicable city, county, state and federal fire, safety and other regulations. The Association shall have the right (but shall not be required) to remove any Vessel which fails to comply with said regulations from the Condominium Property. Each Boat Unit Owner shall be deemed to automatically agree to indemnify and hold harmless the Association Parties for and from any and all loss or damage incurred in connection with the exercise or non-exercise of the Association's rights contained in these Rules and Regulations, unless such loss or damage is proximately caused by any of the aforesaid parties' gross negligence or willful misconduct. The Association has the right to block ingress/egress to a Boat Owner's Unit(s) when it is deemed necessary to maintain, repair or replace dock boards, pilings, lifts, etc. throughout the length of the maintenance, repair, or replacement period. This may, at times, require the Boat Unit Owner to relocate their vessel at their expense if there is not an on-site slip or dry space available for the duration of the maintenance, repair, or replacement.

D. Fines for Violations.

Fines may be imposed for each violation of these rules and regulations or for any violation of Dock Association documents, the amount of such fine to be set by the Board

in accordance with the provisions of Chapter 718, Florida Statutes. Once the BOD violation motion is passed, the offending owner/resident will be given reasonable notice of the violation and the intent to fine (14-day letter of violation fine hearing). The owner/resident will be given an opportunity for a hearing before a committee of Unit Owners who are neither board members nor persons residing in a board member's unit.

E. Liability and Property Damage

Anyone causing damage to the property by accident or negligence of the Docks, Lifts, electrical, plumbing, or other vessel owners and Slip will be responsible for all repairs to the satisfaction of the owners. Dock Association takes no responsibility for these repairs. **Any accident must be reported immediately to the HOA office. If the HOA office is not open, report to Dockmaster or a board member.**

IN WITNESS WHEREOF, the Board of Directors has adopted this Resolution at its Board meeting on this 7 day of November, 2023.

Waterside at Coquina Key South Dock Association, Inc.

By: Wayne Salas