

MARINA RULES
Approved by Board of Directors
November 6, 2009
RULES AND REGULATIONS
PALM HARBOR PROPERTY OWNER'S ASSOCIATION, INC.

The Palm Harbor Property Owner's Association, Inc. , herein referred to as the Association, Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions for Palm Harbor, and By-Laws are hereby incorporated into the below Rules and Regulations.

1. Individuals using the marina and facilities located at the marina do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the marina or for any loss or damage to personal property. Lot/slip owners and individuals shall hold Palm Harbor Property Owner's Association, Inc. and its authorized representatives safe and harmless from any and all liability, injury, loss or damage. Individuals using the marina agree not to hold the Association liable for any actions of whatever nature that occur on or around the marina. Lot/slip owners are solely responsible for any damage they, their guests, their boat, their renters, or their renters' boat may cause.
2. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions.
3. The marina shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Directors and the Association, including without limitations, rules with respect to operation of watercraft and personal watercraft, which rules shall be posted at the marina by the Board of Directors of the Association and a copy mailed annually to the Owners of Record.
4. All lot or other fees pertaining to the marina must be paid prior to use of the marina or any of its facilities.
5. No swimming or other "in the water" activity will be allowed in the marina. The marina is a *NO WAKE ZONE*.
6. Any crab pots, live boxes, minnow traps, etc., that are not being fished or attended to will be removed from the water and or dock and will be discarded by the Association or its authorized representative.
7. Owners are reminded of the Palm Harbor Property Owner's Association, Inc. Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions for Palm Harbor, and By-Laws which prohibit any alteration or addition to the Common Elements or Limited Common Elements without the express written consent of the Association. The marina is a common element and the marina slip is a limited common element. Any modifications thereto are prohibited without written approval of the Association's Board of Directors. This should be interpreted to include boat lifts and permanently attached items such as dock boxes, cleats, steps, etc.
8. It is the sole responsibility of the lot/slip owner that any boat in their slip is properly secured. All boats are required to use ½" or larger lines of good quality, as a set of permanent lines for docking. The boat when docked must be tied up the same, every time you dock. No vessel may extend past the outside piling such that it would inhibit traffic of other vessels moored at the marina.
9. Owners are cautioned not to position lines, buoys, fish traps and equipment, etc., in any manner which may cause a safety hazard, create the potential for accidents, or impair navigation within the marina. Extreme caution should be exercised in the use of electrical extension cords and unattended electrical equipment such as chargers, dehumidifiers, aerators, etc. Fire and/or electrocution is a very real possibility in and around saltwater. Make sure that operating equipment and accessories are marine grade, in good condition, well ventilated, and that marine grade power cords are secured so as to not make contact with water.
10. All slips may be individually metered and billed for electrical usage, with no liability to the Association.
11. All hoses must have self-closing nozzles and all hose bibs shall be turned off when not in use.
12. Use of the marina is exclusively for recreational purposes and any use in support of, or for commercial business activities (to include charter operations) is expressly prohibited. No commercial vessels such as charter boats, party/tour boats, shrimp boats or other commercial fishing vessels are allowed at the facility.

13. Marina slips may not be rented or used separately from the lot to which they are assigned. Only one boat shall be allowed in a slip. Owners wishing to lease/rent a slip(s) from other Owners for their personal use, or for the use of their immediate family, must make a written request for approval of a variance by the Board. Said variance, if granted, will require the renter/lessee Owner to assume all related liability associated with said slip, its contents and its usage. The use of the marina and the slips therein, are for the exclusive use of the Owners and their guest(s) who are using their lot. The intent is to restrict the use of Palm Harbor's overall facilities and amenities to non-owner use while reducing liability risks to all Owners.
14. It is the lot/slip owner's responsibility to ensure that any marine service people and outside contractors employed by the lot/slip owners have current liability insurance and workers' comp of sufficient coverage to insure against any potential damage to the marina facilities or other boats in the marina. The lot/slip owner must ensure that any work done to a vessel in your slip does not create a disturbance, endanger, damage, obstruct, or deface the marina's facilities, other boats or their neighbors.
15. Maintenance and repair to boats docked in the marina is limited to what can be accomplished within the confines of the boat. Materials removed from boats in the process of repair cannot be stored on the pier or any marina facility. Owners are responsible for any accidental spillage and remediation of hazardous or pollution related materials, such as fuel, oil or other materials, as well as for their proper use and disposal to include such items as towels and rags which may have become contaminated. The responsibility of the Owner in this regard extends to the actions, or lack thereof, of his guests (and renters).
16. Only 100% biodegradable ingredients are to be placed in the holding tank and/or portable toilets. **NO OIL, FORMALDEHYDE OR OTHER HARSH CHEMICALS WILL BE ALLOWED TO PUMPOUT AT THIS MARINA.**
17. It is recognized that an Owner or his guest may wish to sleep aboard his vessel (when vessels are so intended) from time to time while moored in the marina. At no time however is the vessel to be used as a permanent living accommodation while moored in the marina. Dwelling within the vessel for more than three consecutive days is specifically prohibited unless written approval is obtained in advance from the Association.
18. No article shall be hung or shaken from the deck or placed in the windows or railings of moored vessels. Under no circumstances shall laundry or other articles be placed or hung on the exterior portions of the boat. No reflective blinds, shades, screen reflection materials or other items affecting the exterior appearance of the boat (except for commercial boat covers) or the Limited Common elements of the marina shall be installed without the prior written consent of the Board of Directors.
19. Nothing shall be mounted on the pilings or the docks. No modifications will be allowed to the docks or the slips. No structural alteration, construction, addition or removal of any Common or Limited Common Elements shall be commenced or conducted except with the prior written consent of the Board in strict accordance with the provisions of the Declaration, the By-Laws, and State and Local laws.
20. One standard dock box, white fiberglass construction, with dimensions of 60" wide, 10" deep, and 18" high, is allowed for each slip.
21. All boats in the marina are to be seaworthy and in compliance with all local and federal laws, and are to be maintained in a sound "Bristol" condition with a current and lawful registration and equipped with adequate propulsion. "Bristol" is further defined as being generally tidy and clean in appearance.
22. The use of scooters, skateboards, and other such items are prohibited on the piers and docks area comprising the marina. Bicycles are permitted.
23. The parking lot is for the use of the lot owner, their guests and renters only; all others will be towed. Trailer Parking is allowed only in the area so designated.
24. Each owner and their guests/renters shall see that the areas of the marina are maintained in a clean condition. Those individuals using the fish cleaning stations are responsible for cleaning up after such usage and for removal of any refuse created from pier fishing, use of cast nets, and any other fishing equipment. Lot/slip owners and their guests are required to keep their area clean and not impede the walk or waterways at any time. Nothing at all is to be thrown into the water. All refuse is to be disposed of properly by disposing in the provided receptacles.
25. In the event the U.S. Weather Service issues a "Hurricane Warning" all Owners and their guests are required to remove their vessels from the marina. Lot/Slip Owners are responsible for removing their boat or that of their renter's boat upon any emergency situation. The Association or its authorized representative has the authority to act in the lot/slip owner's, or his tenant's, absence or neglect of these rules.

