

MARINA RULES
Rules and Regulations of
The Walker Key, A Condominium Association

1. Individuals using 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. Individuals using the marina agree not to hold the Association liable for any actions of whatever nature that occur on or around the marina.
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 of rules will be provided annually to the Owners of record.
4. Owners are reminded that the regulations 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 like dock boxes, cleats, steps, etc.
5. 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. All dock boxes and fish cleaning stations shall be offset from pier walkways. 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 not to make contact with water. Any vessel with consistent use of electricity (AC, Pumps, etc.) will incur a \$50.00 monthly fee to the slip owners unit.
6. 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.
7. The marina slips may only be used for the mooring of the Owner's vessels in operating condition up to a maximum length over all (L.O.A.) of 46 feet. If the slip faces east on the east pier or west on the west pier, the LOA is not authorized to exceed the outer most mooring piling, which marks the boundary of the riparian easement granted to the Association for the marina's location. Do not secure any vessel to power or water sources.
8. If an Owner or his designated rental agency rents the condominium unit to others, the Owner is responsible for informing the Walker Key management company. The owner or rental agency is required to provide a copy of all the relevant rules and regulations of the Association including those regarding use of the condo unit and the Association's amenities, to specifically include the unit's marina slip, and all marina facilities. The General Rules and the Marine rules should be posted in the rental unit.
9. Marina slips may not be rented or used separately from the condominium to which they are assigned. 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 condominium. Use of the marina and slips by guests is allowed only when such guests are in

occupancy of the Owner's condominium. Use of the marina by anyone not occupying the Owner's unit is prohibited. The intent is to limit or restrict the use of Walker Key's overall facilities and amenities to nonowner use while reducing liability risks to all Owners.

10. 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.

11. Owners and their guest (including renters) that wish to moor their boat within the Owner's designated slip are required to provide a copy of their vessel's registration and a certificate of insurance with liability in an amount not less than \$100,000 combined single limit (CSL). Such documentation shall be provided to the Management Company (or other designated official) prior to any mooring or storage within either the marina or the boat yard. At that time, the Owner, their guest (or renter) will be issued a permanent or temporary pass for Security's observation. Owners who rent should advise their rental agency (if applicable) of this requirement. All owners vessels shall have a Walker Key vessel decal (provided after proof of liability insurance) on boat.

12. 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, screens 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.

13. The use of bicycles, scooters, skateboards and other such items are prohibited on the piers and docks area comprising the marina.

14. 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. When cleaning fish, carcasses must be double bagged and placed in dumpster. It is illegal to dump fish carcasses within the association's marina.

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. 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 within 24 hours. There will be a fine of \$1000.00 for boats, jet skis and other watercraft left unattended. In addition to any accrued costs for removal, towing and/or storage of vessel and any damage caused by vessel. All owners are responsible for renters, relatives, friends or any unknown person using their slip(s). There will be NO EXCEPTIONS to this rule.

17. Any individual's failure to adhere to these rules subject the Owner to disciplinary action to include fines and accrued costs for removal, towing and/or storage of vessel. Any proposed variance(s) in these Marina Rules requires the written approval of the Board of Directors of the Association.

Walker Key Board of Directors

Approved: May 15,2020

Published and mailed to owners: