

Marina Rules & Dockage Agreement
Of the
Egret's Cove Homeowners Association inc.
(a Non-Profit Corporation)

Revision History:

Date	Original Document	Description
03/11/2001	Revision 1	Added Revision History page (This Sheet)
08/13/2005	Revision 2	Included Vessel lift responsibilities including floating docks, changed approval from the BOD to the MHA, included yearly submittal of Vessel insurance and registration to MHA, clarified Marina User agreement, removed fines, included Marina slip configuration, and corrected spelling and grammatical errors.

**EGRET'S COVE HOMEOWNERS ASSOCIATION
MARINA RULES & DOCKAGE AGREEMENT**

To Members Of The Egret's Cove Homeowners Association

The Purpose of the Marina Rules & Dockage Agreement are:

- 1) To clearly define and limit liability.
- 2) To establish guidelines for the safe, legal, and enjoyable use of the Marina and the surrounding Common Areas by the Residents of Egret's Cove, Marina Slip Owners, Vessel Owners, and their guests and invitees.
- 3) To establish the guidelines necessary to maintain the physical condition, esthetic appearance, and environmental well-being of the Marina and surrounding Common Areas which is to the benefit of every property owner in Egret's Cove.
- 4) To eliminate, in advance, as many potential hazards, risks, and causes for complaint and friction among neighbors as is possible.

**The Board of Directors
Egret's Cove Homeowners Association**

**EGRET'S COVE HOMEOWNERS ASSOCIATION
MARINA RULES & DOCKAGE AGREEMENT**

1. These RULES are made for the general use of the Marina and surrounding and adjacent Common Areas. Any and all persons, whether an Egret's Cove Homeowner, Marina Boat Slip Owner, guest or invitee of any of these (hereafter referred to as MARINA USERS) will be expected to comply, at all times, with all Federal, State, and local laws, ordinances, requirements, and regulations, as well as polite considerate, acceptable standards of behavior and dress.
2. This AGREEMENT is made for the use of the Marina and the surrounding and adjacent Common Areas. Such areas to be used at the sole risk of the MARINA USER. The Marina/Egret's Cove Homeowners Association (hereafter referred to as MHA) shall not be liable for the care or protection of Vessels (including gear, equipment, and contents) or for loss or damage resulting from flood, wind, rain, tornado, hurricane, theft, vandalism, pilferage, or any other clause.
3. MARINA USERS agree that they will not utilize the premises for any business operation nor live aboard Vessels.
4. The MHA shall have a lien against the Vessel, its equipment and contents, for unpaid sums due for the use of the dock facilities or for damage caused or contributed to by the Vessel or by the MARINA USER to any docks or property of the Marina or any other persons or Vessel at the Marina.
5. The MHA undertakes to provide access and use only upon the condition that it shall not be liable, directly or indirectly, in contract, tort or otherwise, to the Vessel (including its owners, charterers, underwriters, or any of their agents, servants or employees, or persons to whom they might be responsible) for any personal injury or death, or damage to the Vessel (including its contents, equipment, or appurtenances) or for any consequences thereof. The MARINA USER agrees to indemnify and hold the MHA harmless against any loss, cost, suit, or claim, including attorney's fees, court costs, and expenses, whether taxable or not.
6. The MARINA USER agrees to comply with all requirements of this AGREEMENT and will observe all posted rules and regulations as though they were set forth herein.
7. The MARINA USER shall be liable for any damage or injury caused by any breach of this AGREEMENT or any of the posted rules and regulations, or by any guests or invitees of the MARINA USER, or by any pets, or other animals brought onto or allowed on the premises by same. The MARINA USER agrees to indemnify and hold the MHA harmless against any loss, cost, suit, or claim (including attorney's fees, court costs, and expenses, whether taxable or not) arising out of any of the foregoing through any breach of the AGREEMENT, or through any other fault of the MARINA USER and those for whom the MARINA USER is responsible.

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8. In the event that the MHA employs an attorney to enforce the terms and conditions of this AGREEMENT or to collect any charges due, the MARINA USER agrees to pay the MHA's attorneys' fees, expenses, and costs incurred, whether suit be brought or not.
9. Waiver of any condition by MHA shall not be deemed to be a continuing waiver.
10. Any charges incurred by the MHA are due and payable when tendered to a MARINA USER. All accounts past due more than 90 days will bear interest at the maximum rate allowed by law.
11. MARINA USERS are responsible for securing the Vessels and lifts to protect the lift and Vessel itself, the docks, and any other Vessels in the Marina, and if so directed, shall correct any conditions that the MHA representatives indicate are contrary to safe practices. It is the MARINA USERS responsibility to make sure that the electrical is off to the Vessel lift and that the electrical box has been relocked. MARINA USERS shall be liable for any injury or damage caused by Vessels or caused by any other property stored on the Marina Premises.
12. MARINA USERS, i.e., Boat Slip Owners, must obtain permission and design approval from the MHA prior to the installation of a lift. All lift mechanisms and support structures shall be no more than four (4) feet above the existing height of the Marina boardwalk and finger piers. No davits will be permitted.
13. It is the responsibility of the MARINA USER to present to the MHA, for their files, a copy of the Title and Insurance for any Vessel which will be within the Marina for more than a temporary (48 hours) docking. The MHA Representative must be advised of any transfer of Title to Vessels and the "Contact Person(s)" if the Vessel is to remain within the Marina Area.

The Marina User must have adequate general and personal liability for the length and type of their Vessel. The Marina User shall provide to the MHA on an annual basis, insurance verification of the Vessel along with proof of renewed registration.

NO ONE MAY LOAN, LEASE, RENT OR SELL THEIR SLIP TO ANYONE OTHER THAN AN EGRET'S COVE HOMEOWNER.

GUEST VESSELS ARE SUBJECT TO A 48 HOUR LIMITATION. All EXCEPTIONS REQUIRE APPROVAL BY THE MHA.

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14. It is the responsibility of the MARINA USER docking a Vessel for more than 48 hours, to make known to the MHA Representative of The Board, for their files, a "Contact Person" (or persons) who, in the absence of the MARINA USER, may be contacted in the event of a weather or other emergency or problem.
15. It is the responsibility of the MARINA USER to remove the Vessel from the Marina in the event of an impending weather emergency (Category I Storm or Greater), and to provide and maintain adequate lines and anchors aboard the Vessel should it be necessary for the MARINA USER, Contact Person, or the MHA Representative to move and anchor the Vessel outside the Marina in the event of a weather emergency.

NOTE: IMPORTANT - See last page for National Safety Council Guidelines

16. Guest Vessels are the responsibility of the MARINA USER and are subject to a 48 hour limitation.
17. Vessels shall be kept in condition to meet normal and reasonable standards of safety and appearance with adequate lines, anchors, electric facilities, fenders, and bilge pumps. Only Vessels in good condition and under their own power will be admitted to berthing areas. In the event of any emergency during the MARINA USERS absence, i.e., breakdown of bilge pump, leak, bad lines, sinking, etc. The MHA Representative is authorized, but not obligated, to alter, change or modify any dock lines to prevent potential damage to Vessels or property, or to cause docking lines to conform to safe practices, the cost of which may be charged to the MARINA USER. The MHA shall not be liable for any damage or injury resulting from said repairs or alterations, and the MARINA USER agrees to indemnify and hold the MHA harmless from any claims (including attorneys' fees, court costs, and expenses whether taxable or not) which may be made as a result of same.
18. The MARINA USER agrees that in case of emergency, the MHA may move the Vessel from the particular space assigned, to any other docking place.
19. Pets shall be leashed within the confines of the Marina and toileted on grass areas other than the access area. If a pet "soils" the Marina property, the owner must clean the area immediately. Pets are permitted ONLY if they do not disturb or frighten other residents and guests.
20. No repairs or modifications other than routine periodic maintenance may be performed on Vessels in the Marina. Major repairs such as paint scraping and painting are not permitted on docks.

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21. Noise, including radio, "Boom-Boxes", television, and general revelry, shall be kept to a minimum at all times, but particularly between the hours of 10: 00 PM and 9: 00 AM, so as to avoid disturbing adjacent homeowners. Operation of generators during these hours is not permitted.
22. Refuse shall not be thrown overboard. Garbage shall be removed from the Marina and Common Areas. Any improper disposal of refuse will be removed at the MARINA USER, or Egret's Cove Homeowner's expense.
23. No person shall discharge oil, fuel, spirits, inflammable liquid, holding tanks, or other foreign substances into the Marina.

The MHA shall be held harmless from any claims and or fines including fines and charges of the United States Coast Guard and/or Federal, State, and local authorities, which may arise as a result of any environmental damage or the discharge by the Vessel of any substance into the Marina, including attorneys' fees' court costs' and expenses' whether taxable or not, which the MHA may incur as a result of the same.

24. MARINA USERS shall not store supplies, materials, accessories, or debris on walkways and shall not construct thereon any lockers, chests, cabinets, or similar structures except with the written approval of the MHA.
25. As a courtesy to the homeowners adjacent to the Marina, vehicles and trailers should not be left at the Marina for extended periods of time.
26. The Rules Of The Road and Navigation Laws of the United States apply to all Vessels in, or approaching, the Marina.
27. All modifications to dockage and slips shall be approved by the MHA.
28. All water Vessels, of any description, utilizing the Marina, must adhere to all of the above conditions.
29. If the MARINA USER has a floating dock, it is their responsibility to remove the floating dock out of the Marina in the event of an impending weather emergency (Category I Storm or Greater).

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MARINA USER AGREEMENT

The Boat Slip Owner who permanently maintains a Vessel in the Marina must sign this agreement. In signing this agreement, the Boat Slip Owner understands and acknowledges the Marina guidelines, actions that can be taken by the MHA, and his responsibilities in the use of the Marina.

MHA Representative

Marina User Date
Phone# _____

Date

Marina User Date
Phone# _____

Contact Person If Other Than
Marina User or Vessel Owner(s)

Marina User Date
Phone # _____

Phone # of Contact Person

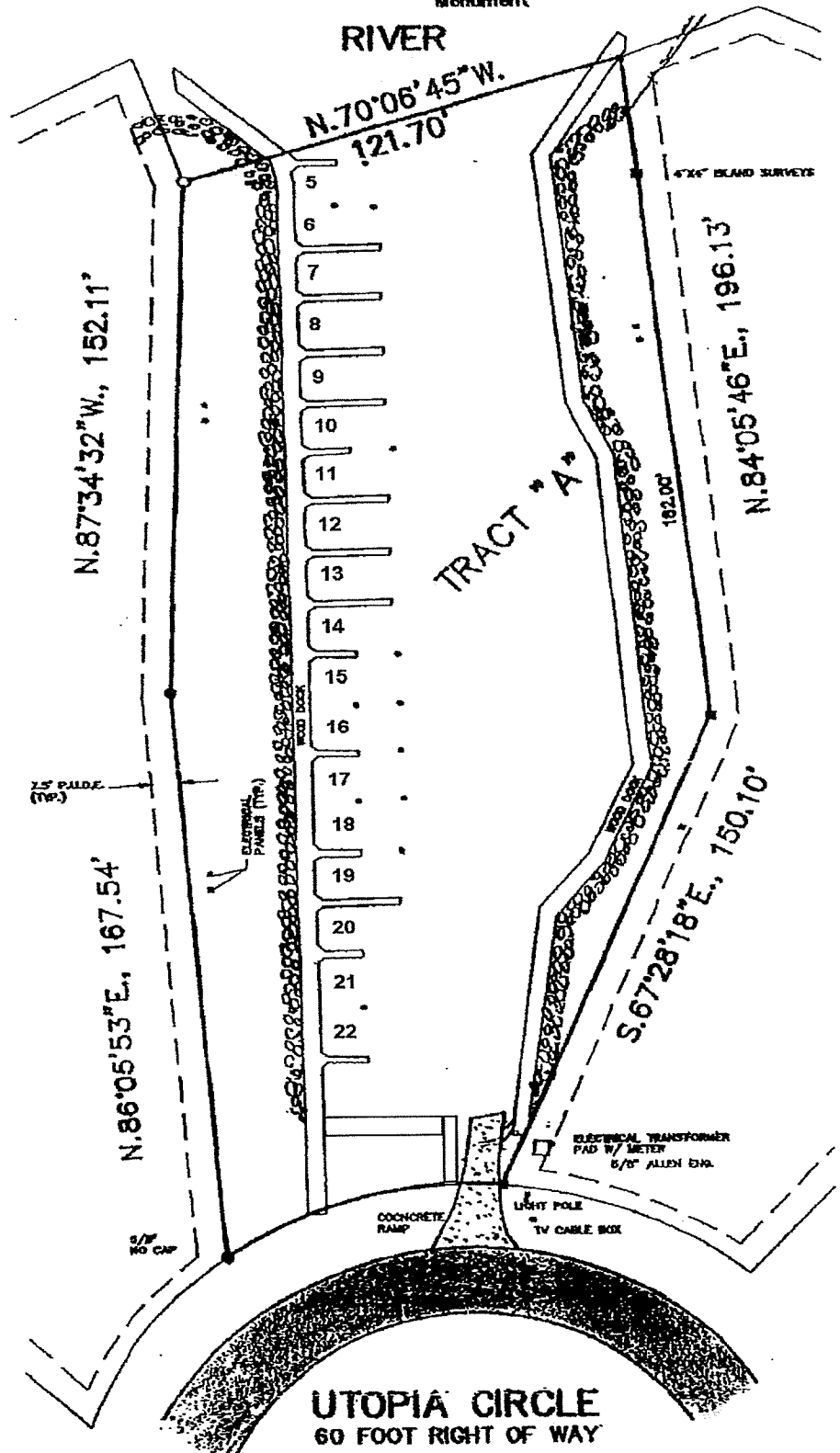
Vessel Owner Date
Phone # _____

Egret's Cove Slip Configuration

P.R.M. = Permanent Reference Monument

Slip	Address	
5	135	Utopia
6	105	Utopia
7	140	Utopia
8	265	Utopia
9	160	Utopia
10	255	Utopia
11	145	Utopia
12	120	Utopia
13	125	Utopia
14	300	Utopia
15	245	Utopia
16	150	Utopia
17	110	Utopia
18	155	Utopia
19	280	Utopia
20	130	Utopia
21	270	Utopia
22	285	Utopia

**MARINA
Prior To
2006**



Egret's Cove Slip Configuration 2006

ECHA Marina Slip Assignments

Slip Ownership	
Slip 2	275 Utopia
Slip 3	220 Utopia
Slip 4	290 Utopia
Slip 5	135 Utopia
Slip 6	105 Utopia
Slip 7	140 Utopia
Slip 8	265 Utopia
Slip 9	160 Utopia
Slip 10	255 Utopia
Slip 11	145 Utopia
Slip 12	120 Utopia
Slip 13	125 Utopia
Slip 14	300 Utopia
Slip 15	245 Utopia
Slip 16	150 Utopia
Slip 17	110 Utopia
Slip 18	155 Utopia
Slip 19	280 Utopia
Slip 20	130 Utopia
Slip 21	270 Utopia
Slip 22	285 Utopia

Notes:

Pier Pilings are on 10 foot centers

Water Pilings are on 15 foot centers

An asterisk (*) following a pier Piling number indicates the presence pf Electric Power and lighting.

The letter "W" in a slip indicates the presence of a water spigot. Water spigots are not for the exclusive use of the slip holder, but are shared resources of the Marina.

