

# Watergate Marina Rules and Policies

For the benefit of all who use these facilities, the following Rules and Regulations have been established.

- i. The word "Association" shall hereinafter refer to the Watergate Marina facilities and any person authorized to represent it.
  - ii. The word "Owner" shall refer to the owner of any vessel berthed or using the Marina or the authorized representative of the owner.
  - iii. The word "Office" shall hereinafter refer to the Watergate office located at 2801 Taft street Hollywood Florida, 33020
  - iv. The word "Property Manager" shall hereinafter refer to the management personnel occupying the Watergate Condominium office.
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1. All Vessels berthed in the Marina must be legally registered and insured by the unit owner.
  2. A copy of a valid vessel and trailer registration with the unit owners name must be supplied annually to the Watergate office.
  3. A valid copy of vessels insurance policy with the unit owners name must be supplied annually to the Watergate office.
  4. Monthly dockage fee for unit owners is \$25 per month additional to owner's monthly maintenance assessment.
  5. Unit owners must keep all Watergate Condominium maintenance and assessments current. Unit owners in arrears of 90 days or greater will result in immediate termination of Watergate marina privileges (boats to be removed at owners expense)
  6. Unit owners interested in usage of the Watergate marina must notify the office in writing. If a slip is not immediately available, a first come first served waiting list shall be kept in the office and maintained by the Property Manager.
  7. In order to qualify for the marina slip waiting list, the unit owner must be current in all condominium maintenance and assessments. If the unit owner is greater the 90 days in arrears, they will be removed from the waiting list. Once unit owner becomes current, they will be eligible to reapply for the marina waiting list.
  8. Slips are non-transferable. Transfer of boats between assigned spaces will only be allowed with the prior permission of the Boating committee.
  9. When phase 1 water restrictions are in place, boat owners are entitled to a 15 minute wash down period upon returning from an excursion

10. Unit owner trailers for the boats berthed in the Marina shall be stored in the 28<sup>th</sup> street South supplemental storage lot.
11. Vehicle Registration form must be completed by the unit owner for the trailer being stored in the 28<sup>th</sup> street supplemental storage lot.
12. Boat trailer owners may attach a readable laminated paper copy of the valid trailer license plate to the trailer.
13. A valid Watergate parking sticker must be attached to unit owner's trailer.
14. Vessels berthed in the Marina will not exceed 25 feet in length. Due to limited space available, only crafts of vessel nature will be granted an assigned slip. Portable boats, paddle boats, canoes, row boat, inflatables, kayaks, ect, may be launched and removed from the shoreline.
15. The office must be notified in writing anytime boats will be absent for more the 60 days. President approval must be requested in writing if more the 60 days is required for major maintenance. If approval is not obtained, the slip will be considered abandoned on the sixty first day.
16. Boat repairs must be minor in nature if performed within the Marina. To be considerate of other unit owners, normal Watergate noise and nuisance ordinance shall apply to minor repairs.
17. Non-unit owners are prohibited from obtaining a permanent slip space. However, a temporary weekly slip may be obtained from the office if no other unit owner is requesting a permanent open slip. The cost for a weekly rental will be \$25 and all rental occupants must follow all rules and regulations of the Marina and Condominium. Failure to follow the rules will result in immediate removal from the property
18. Any additional equipment (cleats, whips, ladders, ect) must be approved by the Boating Committee. Any and all requests must be supplied in wring and approved prior to installation. All installations must be installed by a licensed and insured vender.
19. When a boat enters the Marina area, it immediately comes under the jurisdiction of the Marina and shall be berthed only where assigned and maneuvered as directed.
20. All boats will be secured in their assigned space in a manner acceptable to the Marina with bow facing west.
21. The owner (and guests for whom he is responsible) agrees to conduct himself at all times when on the property of the Marina so as to create no annoyance, nuisance or hazard to the Marina or to any other persons. This includes good housekeeping, sanitation practices, and the use of garbage and refuse containers.
22. Federal, State and Local statutes prohibit the discharge of sewage, waste material, oil and fuel, rubbish or refuse of any kind or description into any river, stream, pond or tidal waters. Heavy fines and imprisonment are the penalties for violation.
23. Noise shall be kept to a minimum at all times. Consideration for others requires discretion in the operation of engines and radios, in such a manner and at such times as to create no nuisance or disturbance.

24. The use of Idle speed only when entering or leaving the Marina.
25. Swimming or water skiing is prohibited anywhere in the Marina.
26. Boat owners shall not leave supplies, materials, accessories, or debris on Marina docks.
27. Charcoal or any form of open fire anywhere within the Marina is absolutely prohibited.
28. Young children should be accompanied by adults at all times around Marina slips.
29. The cleaning of fish and the disposal of fish or parts thereof is prohibited anywhere within the Marina.
30. Only boats in good operating condition, and under their own power, shall be admitted to berthing areas.
31. In the event of a severe storm, the Boating committees members will check the security of all boats in the Marina prior to a storm if feasible to prevent damage. However, it remains the owner's sole responsibility to take all emergency measures possible, and the Marina and Boating Committee does not assume any responsibility for said protection or damages to any boat.
32. In the case of any boat where water accumulates within it to the point where the boat is endangered, the owner will, if possible, pump it out. If severe leakage is the cause, the owner will remove the boat promptly for repairs.
33. The Marina assumes no responsibility for the safety or security of any boat or property in the Marina and will not be held liable for fire, theft, trespass, or damage to any boat or trailers or its equipment arising from any cause whatsoever.
34. Boaters intending to terminate their assigned slip must notify the Property Manager in writing 30 days prior to vacating.
35. Subleasing of slips and berthing areas is strictly prohibited.
36. The Boating Committee reserves the right to reassign slips for best utilization of Marina resources.
37. Violates any of the above Rules and Regulations shall be punished by a fine to be determined by the condominium board of directors.
38. The Condominium Association shall have the right to remove any vessel in violation of any of the above rules or regulations. The Association shall cause to be delivered by hand or certified mail to the owner of a vessel subject to removal a written notification signed by the Property Manager and Covenant Committee Chairman stating the nature of the violation, the specific law, bylaw, rule, or regulation. The owner shall be responsible for all costs, fees, and charges, including removal, transportation, and storage. Upon removal, all rights to the use of the slip or trailer storage shall terminate. The owner shall have the right to receive a refund of the pro rata share of the yearly dockage fee pre paid to the Marina. The Property Manager may deduct any portion or all of the cost incurred in removing said vessel from the amount to be refunded to the owner.
39. Notwithstanding anything continued herein, in the event that the condition of a vessel is such that there exists an immediate danger to the public safety, navigation, or the environment, the Boating Committee may correct said

condition by removing the vessel or by any means the President or Property Manager deems appropriate. The owner of the vessel shall be responsible for all costs associated with said corrections.