

RULES & REGULATIONS

Park Shore Landings Boat Lift Rules and Regulations adopted on 3.26.21, and pursuant to the PSL Condo Documents Sections 9.10, 11.4 and 11.7 are hereby amended.

X. BOATS AND DOCKS

1. When a boat enters the Park Shore Landings docks and boardwalk area, the boat, crew and guests must comply with the rules of Park Shore Landings Boat Slip License Agreement and all Rules and Regulations of Park Shore Landings Condominium Association, Inc.
2. Only a unit owner in Park Shore Landings Condominium Association, Inc. is eligible to own a boat slip license at the condominium. All future licensees must be approved by the Board of Directors.
3. Boat slips may not be leased or loaned to anyone who is not a member of the Association except to a lessee in residence.
4. Boat owner agrees that in the case of emergency the Association may move the boat from the assigned berth to any other berth.
5. Only boats in good condition, legally registered, and under their own power shall be admitted to berthing areas. In the event of an emergency during the boat owner's absence (i.e., breakdown of the bilge pump, leak, bad lines, etc.) the Association is authorized to make necessary repairs as economically as possible, which will be charged to the boat owner.
6. Noise shall be kept to a minimum at all times. Boaters shall use discretion in operating engines, generators, radios, etc. so as not to create a nuisance or disturbance and must conform to condominium quiet hours: 11:00 pm – 8:00 am.
7. Any alterations, modifications or additions to the boat docks, condominium common areas, must be approved by the Board.
8. No major overhauls or removal of engines or transmissions shall be permitted at the docks. Use of power tools shall require permission from the Association.
9. All boat owners must leave their area in a clean and orderly condition.
10. Live-aboards are not permitted under any circumstances.
11. Any boat owner damaging a dock or other common elements is responsible for the cost of repair or replacement of the same.
12. The Association has the right to have a boat removed and the cost billed to the owner when the boat is in derelict or unsightly condition.
13. An annual charge to boat slip owners for maintenance and repair of boat docks (not the boardwalk) will be added to the regular quarterly maintenance fee as outlined in Section 9.13 of the Declaration of Condominium.
14. The Visitor's Dock is for the exclusive use of visitors to unit owners and may not be used for transient or overnight berthing.
15. Unit owners licensees must register the boat with condo office, including boat registration, name, proof of insurance and description of boat and the owner of the boat.

At the March 12, 2021, BOD Meeting, the following Motion was passed unanimously by the Board:

MOTION by Jim Duffack; Second by Barry Heckler

As a safety issue, I move to allow boat lifts for boats, kayaks and other water vehicles to compensate for additional height elevation of the finger piers at no expense to the association and subject to Board approval prior to construction.

Park Shore Landings Boat Lift Specifications March 26, 2021

The following sections of the PSL Condo Documents, and Park Shore Landing Condominium Association Rules and Regulations, are applicable to the above:

9.10 Boardwalk, Boat Slips, and Finger Piers. The boardwalk, boat slips, and finger piers are identified on the attached Exhibit "B." The maintenance, repair, and replacement of the boardwalk and finger piers shall be performed by the Association, and the cost is a common expense. The Association has the power to enter into license agreements with Unit owners for the right to exclusively use boat slips. All such agreements shall obligate the licensee to pay a proportionate share of the cost of maintenance, repair, and replacement of the boat slip pilings and stringers for the finger piers, which maintenance, repair, and replacement shall be performed by the Association. The share of each licensee of these expenses, including funds necessary to maintain reserves on the boat slips and stringers for finger piers shall be a fraction the numerator of which is one (1) and the denominator of which is the total number of boat slips and finger piers subject to license agreements. The expenses shall be deemed to be a limited common expense and levied as a limited common assessment against the Units whose owners have been granted a license, and shall be secured by a lien against the Unit and collectible in the same manner as regular assessments. Only a Unit owner shall have the right to enter into a license agreement with the Association to have those rights assigned to him. The owners of a Unit are collectively entitled to not more than one (1) boat slip. Unit owners may only assign and transfer their boat slip rights under a license agreement to one another or in connection with the sale or lease of the Unit. However, should an owner with rights under a license agreement transfer his Unit without transferring his boat slip rights, then the license agreement shall automatically revert to the Association. All license agreements and assignments thereof shall be registered with the Association prior to the effective date thereof. Use of the boat slips and finger piers and procedures for payment of maintenance expenses shall be subject to Association rules and regulations adopted and amended by the Board of Directors from time to time.

11.4 Alterations and Additions to Units and Limited Common Elements by Unit Owners. All plans for renovations, installations, modifications, alterations, and additions to the Unit and appurtenant limited common elements must be pre-approved, in writing, by the Board of Directors. The Board of Directors may refuse to approve a proposed plan of renovation, installation, modification, alteration, or addition for any reasonable cause, including, but not limited to, safety concerns, without the necessity of obtaining professional opinions to support such concerns. If a Unit owner makes any renovations, installations, modifications, alterations, or additions to his Unit or the common elements, the Unit owner and his successors in title shall be financially responsible for the maintenance, repair, and replacement of the renovations, installations, modifications, alterations, or additions, as well as the cost of repairing any damage to the common elements or other Units resulting from same. The Unit owner is also responsible to provide casualty insurance on all such renovations, installations, modifications, alterations, or additions, even if the Association would otherwise be required to provide casualty insurance by statute or under the Condominium Documents. The Unit owner and his successor in title shall also be responsible for the costs of removing, replacing, or reinstalling such renovations, installations, modifications, alterations, or additions if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium property.

Rules and Regulations

X. Boats and Docs

(16)- As Amended

All plans for the installation, modification, alteration, renovation, or addition to appurtenances to a limited common element by a Unit Owner, specifically to include a leased boat slip and a boat lift or ladder, as further referenced in these Rules/Regulations, must be approved in writing by the Board of Directors;

THE PURPOSE OF THIS AMENDMENT is to conform to the Rules/Regulations to provide safe options for watercraft access.

(17)-As Amended

The Board of Directors may refuse to approve a proposed plan for the installation, modification, alteration, renovation, or addition of a boat lift for any reasonable cause, including, but not limited to, safety concerns, and without the necessity of obtaining a professional opinion to support such determination, if any such lift, is not a Deco Boat Lift Beamless (no overhead lift structure), or the Deco Elevator Boat Lift, with the top of the bunks level, with no incline, if the Lift is for a boat, or the top of the platform if the Lift is for water craft other than a boat, to include kayak(s), paddle board(s), wave runner(s), not more or less than twelve (12) inches below the top of the deck of the Finger Pier in which the Deco Lift is installed; the PVC guides must be adjusted to a maximum height of four (4) feet and painted to match as closely as possible the color of the Pier Pilings.

THE PURPOSE FOR THIS AMENDMENT is to provide two (2) Deco Lift options and to change the height of the boat lift platform/bunks from "not more than 20 inches above mean high tide" to "not more or less than 12 inches from the top of the deck of the Finger Pier" is to provide a fixed point to location/height of the Lift platform/bunks rather than from an estimation of mean high which will fluctuate from time to time, and to assure that all Lifts for boats are level, with no incline to elevate the bow or the stern, and to, as much as possible, provide safe means of access to all watercraft, obtain aesthetic symmetry, and preserve water views.

(18)-As Amended

If, upon obtaining the written approval of the Board of Directors for the installation, modification, renovation, alteration, addition, maintenance of a boat lift, or ladder, as further referenced in the Rules/Regulations, in accordance with the above, the Unit Owner/boat slip lessee chooses to proceed with such installation, the cost of installation, modification, renovation, alteration, addition and/or maintenance shall be the responsibility of the Unit Owner and his successor in title, as well as the cost of repairing any damage to the common elements resulting from same;

THE PURPOSE FOR THIS AMENDMENT is to conform to the Rules/Regulations to provide safe options for watercraft access.

(19)The Unit Owner/boat slip lessee is also responsible to provide casualty insurance on all such installations, modifications, renovations, alterations, or additions, even if the Association would otherwise be required to provide casualty insurance by statute or under the Condo Documents;

(20)-As Amended

The Unit Owner/Boat Slip Lessee and his/her successor in title shall also be responsible for the cost of removing, replacing, or reinstalling the boat lift, or ladder, as further referenced in the Rules/Regulations, per the specifications set forth in paragraph (17) above, should any such action by the Association become necessary in order to maintain, repair, replace or protect other parts of the Condominium property;

THE PURPOSE OF THIS AMENDMENT is to conform to the Rules/Regulations to provide safe options for watercraft access.

(21)-As Amended

The boat lifts, or ladders, as referenced in the Rules/Regulations, must always be kept in a very good state of repair;

THE PURPOSE OF THIS AMENDMENT is to conform to the Rules/Regulations to providing options for safe watercraft access.

(22)-As Amended

The bunks of the lift if the Lift is for a boat, or the top of platform if the Lift is for watercraft other than a boat such as kayak(s), paddle board(s), wave runner(s), cannot be more or less than twelve (12) include below the top of the deck of the Finger Pier in which the Deco Lift is installed, and the PVC guides are limited to a height of four (4) feet in height;

THE PURPOSE OF THIS AMENDMENT is to conform the requirements for the height of the lifts to be measured from the top of the deck of the finger pier not mean high tide.

(23)-As Amended

The boat lift owner is responsible to ensure the boat lift or ladder for physical damage coverage and/or otherwise pay for any physical damage to any boat lifts, ladders, finger piers, docks, boat slip pilings, and/or Association property, as well as any personal injury that may be caused by the boat lift for any reason whatsoever;

THE PURPOSE OF THIS AMENDMENT is to conform to the Rules/Regulations to provide safe options for watercraft access.

(24)- As Amended

The Association shall not be responsible at any time and/or in any way for any damage and/or injury that may be caused by the boat lift and/or any Finger Pier Ladder(s), or Ladder w/ Kayak launch for any reason whatsoever. The Unit Owner/Boat Slip Lessee shall provide to the BOD at the time of the Lessee's filing of the Application/ARC for the installation of the Boat Lift and/or Ladder, or Ladder w/ Kayak launch proof of insurance for damages to or loss of property, or injury or death to persons arising from and/or in any way connected with the use of the leased boat slip, to include the Lessee's boat lift and/or Finger Pier Ladder, or Ladder w/Kayak launch, documentation that the Association has been named as an additional insured on the Owner/Slip Lessee's insurance policy, and agrees to hold the Association harmless for any and all such claims, and to sign the Release of Claims/Indemnification-Hold Harmless Agreement attached to these Rules/Regulations;

THE PURPOSE FOR THIS AMENDMENT is to clarify the responsibility of the Owner/Boat Slip Lessee to provide insurance for property damage, injury or death to persons arising out of the use of the leased boat slip and all appurtenances associated with same and the lessee's agreement to hold the Association harmless of any and all such claims, to include the Owner/Slip Lessee's signing of the Release of Claims/Indemnification-Hold Harmless Agreement referenced in this Rule.

(25) The acceptance of the boat slip license constitutes an agreement to conform to these Rules and Regulations.

(26) For the safety of all watercraft users and their guests, and to mitigate the exposure of the Association to potential liability, the BOD strongly recommends that all Slip Lessees who use their slips for watercraft install a Deco Lift in accordance with the Rules/Regulations set forth above, and specifically as referenced in Rule/Regulation 17. If, however, any Owner/Slip Lessee chooses not to follow this recommendation, the Slip Lessee may install, at the Lessee's expense, a Golden Finger Pier Ladder or Golden Finger Pier Ladder with Kayak launch pad to gain access to the watercraft. It is the responsibility of the Owner/Captain of the watercraft to assure the safety of any/all persons accessing the watercraft by the Ladder, as referenced above and/or any method other than the Deco Lifts recommended by the BOD. If the Owner/Slip Lessee does not use the Slip for any watercraft, the Lessee is under no obligation to purchase

and/or install any Lift or Ladder(s).

(27) Each Slip that has a Lift must have a governor to assure that an alarm sounds if the height of the Lift exceeds twelve (12) inches below the top of the deck of the Finger Pier in which the Lift is installed to alert to operator not to exceed the approved height of the Lift, as set forth in Rules/Regulations (17) and (22).

(28) All Lifts are to be installed as a stand-alone assembly, not attached, connected or touching Association property/Finger Piers, Pilings or the like;

(29) Any and all watercraft, other than boats as referenced in Rules/Regulations (5) and (15), must have the Owner's name, Unit number, and "PSL" clearly marked on the vessel, and such information provided to the Association's Office/Property Manager;

(30) Stacking of watercraft to include kayaks, paddle boards and the like, is prohibited;

(31) No political or provocative flags, banners, or signage are to be displayed on any watercraft while moored at PSL;

(32) The Owner/Slip Space Lessee must assure that any member of the Association to whom his/her Slip Space is loaned or leased is in full compliance with all of the insurance requirements set forth in these Rules/Regulations. Failure to assure the above will result in the original Owner/Slip Space Lessee being held liable for any and all damage to Association property and/or personal injury or death arising from and/or connected in any way with the use of the Boat Slip, the Lift and/or the water vessel/craft involved.

(33) Any and all kayaks, paddle boards, and the like must at all times be placed on the Slip Lessee's Lift, or in the PSL designated watercraft Storage Rack, not on the deck of any Finger Pier. No such watercraft(s) are to be left unattended by the owner or otherwise stored on the Finger Pier.

(34) It is the responsibility of the watercraft owner to assure that the watercraft is secure at all times and particularly during Hurricane Season as not to result in any damage to Association Property.