

Park Shore Landings

Naples, Florida, 34103

BOAT SLIP MODIFICATION FORM:

***A Guide for Unit Owners
and Their Contractors***



Your Guide to Boat Slip Modification

This Guide, which spells out rules, policies and practices governing such modification, is designed to facilitate a smooth process of change, which will protect all parties involved. It is a process which engages the unit owner, the ARC Committee, Board of Directors and the contractors involved.

For its part, the Board of Directors, through assignment to the ARC Committee is required in the Declaration of Condominium and the Rules and Regulations to approve all alterations to units, boat slips and/or Limited Common Elements.

In order to protect the interests of the Association, the ARC and Board acts in the following broad ways:

1. Requires proof of insurance coverage by owner and contractors
2. Requires license of contractor hired by owner to perform the work
3. Requires copy of City of Naples building permit
4. Limits hours of construction to Monday through Friday from 8:00 A.M. to 4:00 P.M.
5. Limits parking of construction vehicles to designated areas in the service parking lot located in the southeast corner of the property
6. Limits remodel construction activity to between May 1 and November 15

Owners, too, have responsibilities in this process. In the broadest sense, they are expected to:

1. Participate in a meeting with the Association Manager and their selected contractor to discuss all steps and requirements for modification to their boat slip

2. File all requested information with the Association and receive approval prior to commencing work
3. See that all construction related damage is repaired and all areas are cleaned up

Steps to Remodeling and Renovation

1. Owner goes to Association to secure the Application for Remodeling form.
2. The Manager will arrange a meeting with the owner and contractor to discuss the remodeling/renovation process.
3. With receipt of the final plans, licensing and insurance information from the contractors performing the work, the information goes to the ARC Committee and/or Board of Directors for its approval.
4. Following Board approval, Manager's Office will issue an approval letter.
5. As work progresses, the Association Manager will carry out periodic inspections.
6. Clean up and/or repair of common areas: seawall, parking lot, sidewalks, walkways, grass and planting areas and finger piers. This will be strictly enforced by Management. The owner will be responsible for costs incurred for any such clean up/repair.

Application for Boat Slip Modification

Unit Owner(s) _____

Unit Number _____

I (We) request “PSL” approval to permit the modification of our **Boat Slip** _____ in accordance with the rules, requirements and conditions. The following checked items and explanation of scope and materials, along with attached plans and detailed drawings, represent the extent of our request:

Description of Remodeling/Renovation Project Components

We understand and agree to abide by the Association rules, the enclosed Construction Terms and Conditions document, City of Naples and State of Florida codes and any other requirements of the Board of Directors that may pertain to this particular project. We have been given the document “Application for Boat Slip Modification” and will follow these guidelines.

We understand that this application must provide sufficient information (design drawings and material specifications) to allow the Association and the Board of Directors to assess the intended work and its affect on common areas and other units.

Signature(s) below confirm that the Unit Owner and Contractor agree to indemnify and hold the Association harmless for any damage to property or persons arising out of the work and/or any causes of action that arise from it.

Inspections or approvals by the Association do not alter, diminish or eliminate the total responsibility and obligations of the Owner and the Contractor for the work and any damages or liabilities arising from it.

Unit Owner _____ **Date** _____

Unit Owner _____ **Date** _____

Boat Lift/Ladder Construction Company Name(s):

License Number of Contractor _____

Signature of Contractor

_____ **Date** _____

Print Name _____

Title _____

Date _____

The following information is required for submittal to the ARC Committee and/or Board of Directors for its approval:

- Completed Boat Slip Modification Form
- Design Plans
- Owner's proof of insurance naming Park Shore Landings Condominium Association, Inc as Additional Insured
- Licensing and insurance information from the contractor(s) performing the work.

CONTRACTORS INVOLVED IN STRUCTURAL REPAIRS

<u>TYPE OF COVERAGE REQUIREMENTS</u>	<u>MINIMUM LIMIT</u>
Public Liability Insurance (including completed operations)	\$1,000,000
Property	amount of improvement
Workers Compensation Insurance	\$ 500,000/\$ 500,000/\$ 500,000
Automobile Liability	\$ 500,000

CONTRACTORS INVOLVED IN NON-STRUCTURAL REPAIRS

<u>TYPE OF COVERAGE REQUIREMENTS</u>	<u>MINIMUM LIMIT</u>
Public Liability Insurance (including completed operations)	\$ 300,000
Property	amount of improvement
Workers Compensation Insurance	\$ 100,000/\$ 500,000/\$ 500,000
Automobile Liability	\$ 300,000

Notwithstanding the above minimum amounts, no insurance coverage shall be less than the minimum required by Florida law.

1. Each required insurance policy shall YOUR ASSOCIATION AS AN ADDITIONAL INSURED for the duration of the project and associated construction activity. The additional insured documentation shall include a clause requiring a minimum of ten (10) days notice be provided to the Association before termination or modification of such policy.

PARK SHORE LANDINGS
BOAT LIFT SPECIFICATIONS
MARCH 26, 2021

GENERAL

The Board of Directors is required by Amendment 718.113(5) Florida Condominium Act and by Sections 9.10 and 11.4 of our Declaration of Condominium to adopt specifications Boat Slips.

On the date hereof, existing specifications were amended by a Resolution of the Board and re-stated in their entirety and adopted in the form which follows.

These are Boat Slip Specifications referred to in Section X of the Association's Rules and Regulations booklet.

The purpose is to assure the continuity of the boat slips, limited common elements, and to protect the Unit Owners, residents and guests and/or boat slip lessees by providing a safe means of accessing, boarding, disembarking from a boat, kayak and other water vehicles.

These boat lifts have been designed to be unintrusive and without unsightly metal structures and cables.

All boat lift installations require written approval by the Board. Submission to the Board may be made by the unit owner or the installer on his/her behalf.

STYLE

1. Must be a Deco Boat Lift, Beamless (no overhead lifting structure)
2. There are different applications that can hold wave runners, kayaks or any type of water equipment.

INSTALLATION

1. Each contractor must have a current State occupational license and must carry liability and personal injury insurance.
2. 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;
3. The boat lift platform/bunks cannot be 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 of the boat lift are limited to a maximum of four (4) feet in height and can be painted.

ADDITIONAL RULES AND REGULATIONS

1. 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, must be approved in writing by the Board of Directors;
2. 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 if not a Deco Boat Lift, Beamless (no overhead lifting

structure), with the lift/bunks not more or less than twelve (12) inches below the top deck of the Finger Pier in which the Deco Lift is installed and the PVC guides adjusted to a maximum height of 4 feet, without the necessity of obtaining professional opinions to support such determination;

3. If, upon obtaining the written approval of the Board of Directors for the installation, modification, renovation, alteration, addition, maintenance of a boat lift 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;
4. 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;
5. 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 per the specifications set forth in regulation/rule (2) above, should any such action by the Association become necessary in order to maintain, repair, replace or protect other parts of the Condominium property;
6. The boat lifts must always be kept in a very good state of repair;
7. The boat lift platform/bunks cannot be 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 of the boat lift are limited to a maximum of four (4) feet in height;
8. The boat lift owner is responsible to ensure the boat lift for physical damage coverage and/or otherwise pay for any physical damage to any boat lifts, 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.
9. 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 for any reason whatsoever. The Unit Owner/boat slip lessee agrees to hold the Association harmless from any and all claims, actions, or causes of action 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.
10. The acceptance of the Board's written approval for the installation of a boat lift in accordance with the above, and the PSL Rules & Regulations X, (paragraphs 16 – 25 passed 3.26.21, Amended 3.15.22, and 26-34 passed 3.15.22), constitutes the unit owner/boat slip lessee's agreement to conform with all such provisions and requirements.

Owner Signature

Date

Board Approval/Manager

Date

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement is made this __ day of _____ 202__, by and between _____, (hereinafter referred to as the “Lessee”) and PARK SHORE LANDINGS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the “Association”).

Recital 1. Association is the entity responsible for the operation, administration and management of the residential condominium located in Collier County, Florida, known as Park Shore Landings, a Condominium (hereafter referred to as the “Condominium”).

Recital 2. Boat Slip No. _____ (the “Boat Slip”) was leased to the Lessee pursuant to the Declaration of Condominiums of Park Shore Landings, A Condominium, as originally recorded among the Public Records of Collier County, Florida in Official Record Book 1106 at Page 980, et. seq., and as subsequently amended. Licensee is the Owner of Unit ___ located in the Condominium and is exercising his/her right to use the docks and the Boat Slip.

Recital 3. Licensee agrees to use the dock areas and/or the Boat Slip in accordance and in compliance with the Association’s rules and regulations as the same now exists or may be promulgated in the future.

IN CONSIDERATION of Association’s agreement to permit the Licensee to use the Association dock areas and/or the Boat Slip, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, which consideration is specifically for the indemnity provided for herein and is in addition to any other consideration paid or given between the parties, Licensee agrees as follows:

1. The Licensee does hereby agree and covenant to indemnify, defend and hold the Association harmless from all costs, damage(s), expenses or liability asserted, imposed, or claimed against or incurred by the Association, its officers, directors, members, agents and attorneys, including all attorneys’ fees incurred by the Association, related to any damage to any Association Property and any improvement within Park Shore Landings, including, without limitation, the seawall and/or dock, attributable to the construction, repair, replacement and/or existence of a boat lift or other safety device (e.g. ladder) serving Boat Slip No. _____ which Boat Slip leased by said Owner:

2. The Lessee shall also be responsible for, and shall defend, indemnify and hold the Association harmless from, any damage caused to the above-described Property, including any improvements situated thereon from time to time, and any other property (including all improvements) located within Park Shore Landings attributable to damage to the seawall and/or boardwalk and docks and/or other property from the construction, repair, replacement and/or existence of a boat lift or other safety device serving Boat Slip No. _____ (said boat lift and/or safety device hereinafter, collectively referred to as the “Lift”). For example, and for illustrative purposes only and not to be regarded as any sort of limitation, if the presence, use or construction of the Lift weakens or damages the seawall or docks which then causes damage to any land or

improvements located in Park Shore Landings, the Lessee shall indemnify, defend and hold the Association harmless from all costs, expenses or liability, including attorneys' fees, incurred by the Association associated with the damage caused to such seawall, dock or other property.

3. Lessee acknowledges and agrees that, to the fullest extent permitted by law, Lessee shall defend, release, hold harmless and indemnify Association, its officers, directors, members, employees, contractors, including, but not limited to, its management company or manager, and agents from any and all damages, injuries, liabilities, losses, causes of action, judgments, or claims of any kind whatsoever, directly or indirectly, whether brought by Licensee or anyone claiming by, through, or on behalf of Licensee, resulting from the Association's permitting the use of the Association dock areas and/or boat slips on the Condominium property operated by the Association by Licensee, Licensee's family members, guests, invitees, licensees or any other person using the dock areas and/or boat slips through, with or on behalf of Licensee. This indemnity and hold harmless agreement specifically excludes negligence of any kind on the part of the Association, its Board members, officers, members, employees or contractors, including, but not limited to, its management company or manager. Licensee's obligation to defend, indemnify, release and hold harmless shall include, without limitation, any and all claims, losses, liens, settlements or judgments of any nature, including but not limited to, attorneys' fees, including attorneys' fees on appeal, and costs incurred by the Association or any officer, director, member, employee, contractor or agent of the Association to defend all claims or suits.

4. The Board of Directors of the Association or the Owner may enforce this Indemnification and Hold Harmless Agreement. In the event legal action is required to enforce the terms and provisions of this Indemnification and Hold Harmless Agreement, or in the event of a dispute related to this Agreement, the prevailing party in such action shall be entitled to recover its attorneys' fees and costs from the unsuccessful party. Such right of recovery shall include any appellate proceedings. This Indemnification and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida and venue to resolve any dispute shall be Collier County, Florida.

5. Lessee agrees to be responsible for any damage to the Association property or the property of others which is caused as a result of the construction, installation or maintenance of the Lift. Further, Owner will be responsible for any increased costs incurred by the Association in the maintenance, repair or replacement of the docks or the Association property resulting from the presence of the Lift.

6. Upon execution of this Agreement, the Association may engage professional engineers as well as such other professionals as the Board may deem necessary so as to ensure that the Lift will not have any adverse effect on the structural, mechanical or electrical components of the Association Property. Owner shall bear all costs or fees which may be incurred and Owner shall comply with the recommendations of any engineers or other professionals retained by the Association with respect to the Lift.

7. The parties hereto agree that nothing in this Agreement shall be construed or interpreted so as to be in conflict with, or to amend or modify the provisions of the Declaration

of Condominium (the “Declaration”) and any amendments thereto and/or the Rules and Regulations of the Association.

8. Association’s rights of review and approval of plans and other submissions under the Declaration and pursuant to this Agreement are intended solely for the benefit of the Association. Neither the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to Owner or any other person by reason of mistake in judgement, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including successors and assigns) agrees to indemnify and hold the Association parties harmless from and against any and all costs, claims, damages, expenses or liabilities whatsoever (including without limitation, reasonable attorneys fees and costs at all trial and appellate levels), arising out of any review of plans by the Association under the Declaration or governing documents of the Association.

9. No modifications hereto shall be valid unless in writing signed by the parties hereto.

10. Time shall be of the essence in this Covenant.

11. This Hold Harmless Agreement is in no way to be construed as an acknowledgment or representation on the part of the Association or its officers, directors or agents as to the legality of the Lift.

In the event any of the terms and provisions of this Covenant and Hold Harmless Agreement are deemed invalid or unenforceable for any reason, the remaining terms and provisions shall not be affected and shall remain in full force and effect.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties have set their hands and seals to this document on the day set forth after their respective signatures.

WITNESSES:

OWNER

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization this _____ day of _____ 2022, by _____.
He/She is personally known to me or has produced (type of identification) _____ as identification.

Notary Public

Printed Name: _____

My commission expires: _____

_(SEAL)

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)

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)

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)

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)

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)

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)

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)

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)

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.