

TARPON COVE  
CONDOMINIUM ASSOCIATION, INC.



MARINA  
RULES AND REGULATIONS

**Revised Publication**



TARPON COVE  
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MARINA RULES AND REGULATIONS

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**I. INTRODUCTION**

- In order to operate and maintain the Marina in a safe, orderly, and effective manner, and to enhance the facilities belonging to the Association, the Association's Board of Directors (Board) deems it necessary to establish these Rules and Regulations.

**II. LEASING OF BOAT SLIPS**

**PROCEDURE**

- ≈ The Association Manager will make slip assignments in accordance with these Rules & Regulations. Although the Manager will attempt to accommodate an applicant's desire for a particular slip, there can be **no assurance** that a specific slip or location (East or West side of the Marina) will be assigned. The procedure for requesting an initial slip or a reassignment to another slip is set forth herein.
- ≈ A member of the Association (TC Member), Tarpon Cove renter, Mariner Village owner or renter or an owner of a single family home within the perimeter of the MVTCC Community who desires to lease a boat slip in the Marina must first complete a "Marina Slip Waiting List Application" (Application). This Application **must** be submitted to the Tarpon Cove Condominium Association Office (Office). A Member need not own a boat at the time of filing the Application. Applications may be obtained at the Office.
- ≈ A fee of \$25.00 will be charged for a credit check of all non-members.
- ≈ When a slip is available for assignment to the applicant, the applicant will be notified and requested to complete a Tarpon Cove Condominium Slip Lease Agreement (Agreement). Prior to the applicant signing the Agreement, the applicant must show proof to the Manager that he owns a boat.
- ≈ The Manager shall maintain a list of names applying for a slip on the Slip Waiting List (Waiting List). Names will be added to the list in the order of the date that the Manager' approves the Application.
- ≈ A boat slip **shall not** be occupied until the Agreement is approved and signed by the Manager.





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- ≈ An applicant who is notified that a slip is available to him shall submit a completed Agreement to the Association's office Manager for his/her action. **Prior** to the Agreement being signed by the Manager, the applicant shall meet in person or via telephone with manager or a delegate for an orientation session covering the operation of the Marina and these Rules and Regulations. Lessee shall be provided a copy of the Agreement and the Marina Rules and Regulations. Agreement forms may be obtained from the Office.
- ≈ Proof of Boating Liability Insurance covering the Lessee's boat and a copy of the boat's registration or documentation papers **shall** be provided to the Manager **prior** to the occupancy of any slip. For the period the Lessee has his boat berthed in a slip such insurance and registration or documentation shall be maintained in effect. Failure to provide such information shall be cause for the termination of Lessee's Agreement and the revocation of his slip assignment.
- ≈ Annually, each Lessee shall submit to the Office, upon the Managers request, a copy of the Lessee' current boat registration or documentation and proof that his current Boating Liability Insurance covering his boat is in effect.

**PRIORITY OF ASSIGNMENT**

Boat slips shall be assigned as follows:

- ≈ First to Members of the Tarpon Cove Condo Association (TCCA).
- ≈ Upon the recommendation of the Manager and at the sole discretion of the Board, a slip may be leased to a renter in Tarpon Cove, an owner or renter in Mariner Village or to an owner of a single family home within the MVTC Community.

**SUBLETTING**

- There shall be **no** subletting of any slip in the Marina.





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**OCCUPANCY**

- Any Member who receives approval of his Agreement must occupy the slip assigned to him within thirty (30) days of the date of assignment or make alternative arrangements with the Manager.
- In order for a Lessee to maintain his slip assignment the Lessee's boat **must** occupy his slip for a period of at least three (3) months during each calendar year. Should Lessee not comply with this requirement said Lessee's Agreement may be terminated and his slip assignment be revoked.
- No Lessee shall be assigned a second boat slip without the expressed approval of the board.
- All boats berthed in the Marina shall be used solely for recreational purposes. Commercial operation of any boat from the marina is prohibited and will result in immediate termination of slip lease agreement.
- There shall be no live-aboards in the Marina.
- Small boats, such as rowboats, canoes, kayaks, Hobie Cats, sail boards, Sunfish, jet skis, wave runners, personal watercraft, etc. will not be allowed to occupy a slip.
- Slips may be occupied, upon a slip assignment, by boats powered by water jet so long as the boat is capable of carrying a minimum of two (2) passengers in seats that are contained within the hull. Such seats shall be separate seats.

**SLIP ASSIGNMENT**

- To maximize the use of all available slips the assignment will be based on size of boat, depth of water, and position on the waiting list.
- The **maximum** allowable boat length is forty (40) feet, including pulpit, davits, and swim platform. Normally the length of the boat as stated on the boat's registration shall be determinate of the boat length. However, all boat owners requesting a slip assignment are subject to having their boat measured. This determination shall be final.



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- The Manager shall place the name of an individual on the Waiting List in the order of the earliest receipt of the request for a slip. If an individual whose name appears on the Waiting List is offered a slip and he refuses to accept the assigned slip, the individual's name will be placed at the bottom of the list. In this case, the available slip will then be offered to the next person on the Waiting List. This rule may be waived in cases where the Manager determines that the slip is not suitable for the requestor's boat.
- If necessary to reassign a slip, a Lessee will have to relinquish his present slip assignment and move to the newly assigned slip. In such a case the Manager shall inform the Lessee of such change and the date by which his slip must be vacated.
- The Association Manager must approve ALL SLIP changes. In the case where there is an exchange of slips, the other party to the exchange must agree to the exchange in writing.
- Slip assignments will be made on the expressed condition that the slip will be leased **only** to a member of the association or in the name(s) that appears on the board approved lease. There shall be **no** other form of co-ownership of a boat berthed in the Marina.

**III. RECORDS**

- The Manager shall maintain an up-to-date list of slip assignments in written and in graphic form. The Manager shall also maintain a Waiting List.
- The Association's office shall be the repository for all Marina related documents, including registration/documentation, annual proof of insurance, and approved current residential lease agreement if a condo renter.

**IV. REVOCATION AND TERMINATION OF SLIP ASSIGNMENT**

- The assignment of a boat slip may be revoked and the Agreement terminated by the Manager, upon approval of the Board, in the following cases.





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- ≈ When a lessee, who has been assigned a slip, sells his boat. However, upon continuing to pay the standard quarterly slip lease fee, such lessee may continue to lease his assigned slip for a period to be negotiated with the Manager.
- ≈ Failure of the Lessee to comply with the terms of the Agreement or these Rules and Regulations.
- ≈ Failure to pay all slip fees, physical damage to the slip, or any other obligation duly imposed by the Board.
- ≈ A Tarpon Cove homeowner delinquent in the payment of Association dues or Special Assessments
- ≈ A Renter at termination of his TC/MVTC rental lease.
- Agreements will be reviewed by the Manager each calendar year, at year-end, to determine whether or not the Lessee is in compliance with the terms and conditions of the Agreement, and these Rules and Regulations.
- Prior to revoking a slip assignment or terminating an Agreement, the Manager shall forward to the Board, in writing, the reasons for such action.
- The Board will not renew the Agreement, if the Lessee does not own a boat or does not otherwise comply with the requirements of these Rules and Regulations.
- In the event that the Board directs the removal of a boat from the Marina or if a slip is occupied and the slip assignment is revoked or the Agreement is terminated, a Notice to Vacate shall be mailed to the Lessee, via Certified Mail, to the Lessee's address shown on the lease, Return Receipt Requested. Said notice shall state the reasons for the revocation or termination. **Notices shall be deemed given on the date of such mailing.**
- Once a slip assignment has been revoked or terminated, the Lessee shall have thirty (30) days from date of notice of revocation or termination, to remove his boat and all Lessees' personal gear and equipment such as dock boxes, lines, ladders and other personal effects. If such personal effects are not removed in said time frame, the Association will remove such effects, at the Lessees expense, and at such time the Lessee's gear, which is not removed, shall become the property of the Association.





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V. BOAT SLIPS AND DECK AREA

- The Association shall not be responsible for the damage or loss of any items or equipment located on a Lessee's boat.
- Boat owner shall not make any alterations without Board approval.
- The finger piers and deck area shall be kept in a neat and orderly manner. Each Lessee shall be responsible to maintain the finger pier, and deck area adjacent to his assigned slip in such a manner. **No fuel containers** or unsightly articles shall be left on finger piers, the deck, or adjacent grass area.
- All boats are to be secured bow and stern to the outer pilings and deck cleats by an adequate number and size of lines appropriate for the size of boat. All halyards and loose rigging shall be adequately secured at all times to prevent banging and making noise.
- Lines, electrical cords and water hoses shall not be left on the walking area of the deck.
- Crab traps, bait traps, or fish holding cages are not to be hung from the dock or finger piers.
- The cleaning of fish shall be done only at the fish cleaning stations. Persons using these stations shall clean the station after every use. All fish remains shall be cut into chunks and disposed of in the water. No fish remains shall be deposited in the trash cans located around the Marina.
- In order to promote the safety of anyone walking on the Marina deck, the following is **prohibited** with regard to the Marina deck: riding skate boards, carrying fishing poles with hook not properly secured to the pole, cocked or loaded spear guns, gigging (use of 3 or 4 pronged gig stick), snagging, or carrying of any container of gasoline which is not properly sealed.
- Spear gun fishing is **NOT** allowed in the Marina or channel.
- **Smoking is not allowed on the dock.**
- In order to reduce the removal of the berm from the seawall, owners of powerboats shall not operate their propeller(s) under power when the boat is secured in the



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slip. An exception to this rule is when the boat is leaving or entering the slip. However, when the boat is secured in the slip, an owner may apply power to his propeller(s) for ***short periods*** in order to check the operation of the transmission.

**VI. FUELING OF BOATS IN THE MARINA.**

- ≈ Diesel powered boats may be fueled while in the Marina only by the use of portable containers with a proper spout attached which are compliant to industry standards or by the delivery of fuel by a company licensed and insured to provide such service.
- ≈ Gasoline powered boats (inboard, I/O, outboard) may be fueled while in the Marina only by the use of portable containers which are compliant to industry standards and do not exceed six (6) gallons in capacity. Any fuel spill or breach of environmental regulations, including any fines or penalties, is the direct responsibility of the lessee.
- ≈ No fuel containers are allowed to be stored in dock storage boxes  
**Storage of fuel in the marina is prohibited.**
- ≈ Boat Owner must comply with all applicable environmental and all other federal, state and local governmental statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous waste, pollutants, or contaminants.
- ≈ **TCCA is not liable for any spills or fires caused by Lessee.**

**VII. MAINTENANCE OF BOATS**

- When a boat owner is away from the Marina for an extended period of time, all lines must be doubled up with a suitable length for any unusual tides and heavy weather. Arrangements must be made to have the boat checked frequently.

The Member, boat owner, shall be solely responsible to adequately secure his boat giving due consideration to the potential of heavy weather and hurricanes. Neither the Association, its employees, or the Dockmaster shall be held liable for any damage occurring to any boat in the Marina.





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- Each Lessee shall maintain the exterior of his boat in a clean, seaworthy, sanitary, and fully operational condition at all times. Additionally, all exterior seats, cushions, and canvas must be kept clean and in reasonably good condition. Any boat determined, by a majority vote of the Board, to be in violation of this ARTICLE will be required to have the violation corrected. Notice of such violation shall be communicated to the owner of such boat by telephone, e-mail, or by letter.
- All lines coming from the boat, the deck, or finger pier shall be secured at the bitter end and no lines from a boat or the slip pilings shall hang in the water or obstruct the access to adjacent slips. Excepted from this rule are lines to live bait boxes, which are in the water. All such line and bait boxes shall be kept reasonably clean.

**VIII. SHORE POWER**

- The use of shore electrical power shall be limited to one (1) 30 AMP 3-prong outlet and one (1) 20 AMP GFI duplex outlet which are supplied by the Marina. The responsibility of complying with all applicable electrical codes rests with the Lessee. Any damage to property or injury to persons, caused by the Lessee's use of shore power, tools or equipment requiring shore power is the sole responsibility of the Lessee.
- It is **highly** recommended that all boat owners who use shore power perform a polarity check prior to using shore power.
- At no time shall shore power cables or extension cords touch the water or obstruct the dock.

**IX. EMERGENCY SITUATIONS**

- In order to prevent or mitigate damage to a Lessee's boat, other boats in the Marina, or property of the Association, it is prudent and necessary to establish regulations pertinent to these conditions.
- It is the policy of the Association not to allow Association employees to go aboard any boat in the Marina to mitigate or correct any problem or to secure the boat during any emergency situation.





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- Each Lessee shall provide the Office with a telephone number that the Lessee can be contacted at most times of the day or night.
- If the Dockmaster or the Manager becomes aware of any emergency condition, which arises with a Lessee's boat, the Lessee will be attempted to be notified as soon as possible to inform him as to the condition of his boat. This notification will request the Lessee to make proper arrangements to resolve the situation. It is the Lessee's responsibility to correct the problem on his boat. A list of marine companies who respond to such situations will be available at the Office or by contacting the Property Manager
- The Lessee is solely responsible to properly secure his boat giving due consideration to the potential of high water and hurricanes. The Lessee shall leave at the Office, in writing, the name(s) of individuals or companies to be contacted who are authorized to take the necessary action in responding to any casualty situation deemed necessary by the Manager. The Lessee, by the acceptance of a slip in the Marina, agrees to allow the Association to take that action which may be necessary, in such conditions, to protect the property of the Association. In the situation that the failure of the Lessee to take reasonable action regarding his boat regarding such conditions, causes the Association to take action to protect the Association's property, the Lessee shall be responsible for the expenses of any such action and the cost of repair for any damage to the marina.

**X. SLIP LEASE FEES**

- The slip lease fee schedule for the lease of a slip in the Tarpon Cove Marina will be set by the Board of Directors. The slip fees will be set for each calendar year during the preparation of the Association's annual budget. A copy of the slip fee schedule for the coming year shall be made available to each Lessee prior to the end of each calendar year.
- In the event a Lessee terminates or has the lease rescinded, before the end of any calendar quarter, **and** the Lessee vacates his slip during this period, there shall not be a return of any portion of his rental fee.
- The cost to repair any damage to Marina property, as a result of any action, or act of negligence by the Lessee or his guest, will be charged to the Lessee.
- Slip lease fees are payable quarterly in advance on the 1<sup>st</sup> business day of the quarter.



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- A slip renter not paid by the 10<sup>th</sup> day of the quarter which it is due shall incur a late fee of fifteen dollars (\$15). If not paid by the 15<sup>th</sup> day interest shall be charged in the amount of 18% per annum.
- In the event of any default the Board may terminate a lease with the Boat Owner still being liable for all monies owed to TC marina up to the date of the termination including, but not limited to, unpaid rent, any physical damage to the slip, or any obligation of the boat owner to TC under the lease agreement. The boat owner shall immediately remove the boat from the Marina.

**XI. TRANSFERABILITY**

- The transfer or in any manner a conveyance of the assignment of a slip is **prohibited**. Upon the sale of the Lessee's interest in his condo unit, home or termination of a residential lease, the slip rental agreement shall be deemed terminated at the time of transfer of ownership or condo lease termination. Slips are not an appurtenance to any unit in Tarpon Cove.

**XII. SALE OF BOATS**

- Boats berthed in the Marina may be shown and sold by the owner or his broker after providing the office written authorization allowing the broker access to the community.
- No signs, which indicate a boat is for sale, may be displayed on a boat or in the Marina. However, notice that a boat is for sale may be placed on any approved bulletin board.
- Sold boats must be removed within 14 days.

**XIII. MARINA FIXTURES**

- Dock Boxes
  - ≈ A Lessee may have one (1) dock box of such a type that is approved by the Board on the deck behind his slip. Manager **must** approve the dock box. Coolers or any other like items shall not be used as a dock box.





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- ≈ Dock boxes shall be installed and serviced by TCCA personnel.
- ≈ Maintenance and upkeep is the responsibility of the Lessee. Dock boxes shall be white in color and shall be kept reasonably clean. A dock box may have the name of the Lessee's boat painted on the front side of the box.
- ≈ The Lessee shall remove his dock box when he permanently vacates his slip.
- ≈ The Association will not be responsible for any loss or damage to the contents of a Lessee's dock box.
- Ladders
  - ≈ The Lessee of a slip, upon the approval of the Manager, may have one (1) aluminum ladder, approved by the Board on the finger pier serving his slip.
  - ≈ Ladders shall not be installed on the walking deck. The Lessee shall pay for the purchase of an approved ladder. Ladders will be installed by TCCA personnel.
  - ≈ Maintenance and upkeep of the ladder will be the responsibility of the Lessee. The ladder must remain unpainted except below the waterline. Any damage to the finger pier or Marina facilities from the maintenance or removal of the ladder is the responsibility of the Lessee.
  - ≈ Ladders are the personal property of the Lessee, and as such, the Lessee is responsible for any injuries, which may result from anyone who uses the Lessee's ladder. The Association is not responsible for the use of Lessee ladders and therefore will not be responsible for any personal injury resulting from the use of said ladders.

**XIV. AGREEMENT**

- The Lessee, by the acceptance of an assigned slip in the Marina, acknowledges the receipt of, is understanding of, and agrees to comply with these Rules and Regulations as amended from time to time.





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**XV. VARIANCES AND DISPUTE RESOLUTION**

▪ Variances

≈ A variance from the requirements of these Rules and Regulations **may** be granted in certain situations for good and sufficient reason. Should a member seek such a variance, he shall submit, in writing, a request for the variance to the Association Manager. The Board of Directors via the Manager shall reply in writing, whether the variance should be granted or denied.

▪ Dispute Resolution

≈ Any Member shall have the right to appeal to the Board any unfavorable ruling of the Manager. Any such appeal must be in writing. The Board shall take up the appeal in a timely manner. The Board shall notify the appellant of the Board's decision on said appeal within fourteen (14) days of the Board's decision on the appeal. The decision of the Board shall be considered final.

**XVI. NON-CONFORMING USE OR CONDITION**

- Any Lessee who, at the time of the adoption of these Rules & Regulations, is in non-conformance with these Rules and Regulations shall be granted the period of thirty (30) days from the date of notice of adoption of these Rules and Regulations to correct the non-conformance. If, at the end of this time period said Lessee is not in full compliance with these Rules & Regulations, the Lessee's slip assignment shall be **revoked** and Lease Agreement terminated in accordance with these Rules and Regulations.

**XVII. ENFORCEMENT**

- It is the responsibility of each Lessee to comply with the terms and conditions as set forth in the Agreement.
- The Board will decide what action will be taken against a Lessee who is not in compliance with these Rules and Regulations. The Board's decision in all such matters shall be final. The Board may commence such legal action, as is permitted by law, to assure the compliance with these Rules and Regulations.



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- Prior to commencing any legal proceedings against a Lessee who is in non-compliance with these Rules and Regulations the Board shall notify such Lessee, in writing, of the Board's intent to commence legal proceedings against said Lessee.
- With regard to ARTICLE VII, any boat whose exterior condition is in need of cleaning, seat cushion or canvas repair, a notice to clean or repair such condition will be sent to the Lessee by the Manager. In the case of cleaning, if the Lessee does not clean or have his boat cleaned, then and in that case, the Manager will have the boat cleaned. The cost of such cleaning will be the responsibility of the Lessee.
- The Board reserves the right to direct and enforce the removal of any boat from the Marina when, in the sole judgment of the Board, any boat presents a hazard to Association property, other boats, individuals in the Marina, a fire hazard, a sinking hazard, or is abandoned or an eyesore. A boat will be deemed an eyesore by a majority vote of the Board.
- Such Removal of the boat shall be at Boat Owner's sole cost, expense, and risk.
- The Lessee shall be responsible for any legal fees incurred by the Board in pursuing legal action against a Lessee for the violation of these Rules and Regulations .

Adopted By Board of Directors on: May 12, 2010 Effective Date: June 1, 2010

*Upon adoption of these rules & regulation all prior rules & regulations & amendments are hereby rescinded.*

Attested: Ken Blyth, Pres. Date: 6/1/10

Signature





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APPENDIX A  
DOCKMASTER

I APPOINTMENT

- The Dockmaster shall be appointed by the Board of Directors. The Dockmaster shall serve at the will of the Board.

II. RESPONSIBILITIES AND DUTIES

- In concert with the Association's Manager, assigns boat slips; reviews and approves the *Slip Lease Agreements* as needed.
- Performs tours of the Marina. These tours are to be conducted so as assure that all boats are properly secured and the Marina is being maintained and operated in compliance with the Rules & Regulations.
- Report to the Manager any unusual conditions in the Marina and all items requiring repair or maintenance.
- Identify any unauthorized boats berthed in the Marina and report it to the Manager.
- Report any violations of the Rules & Regulations to the Manager.
- Perform special assignments as requested by the board or Manager.

Adopted By Board of Directors on: May 12, 2010      Effective Date: June 1, 2010  
Upon adoption of these rules & regulation all prior rules & regulations & amendments are hereby rescinded.

Attested: Ken Blyth, Pres.      Date: 6/1/10

Signature