

# **SEA CASTLE DOCK OWNERS ASSOCIATION**

## **RULES AND REGULATIONS**

Date Adopted November 13, 2008

For the purpose of this document **"DOCK"** shall be the wood structure adjacent to the boat slip and **"BOAT DOCK OWNER"** shall mean the owner of exclusive use of Boat Slip.

### **DESCRIPTION OF ORGANIZATION**

1. Sea Castle Dock Owners Association: The owners of a unit in Sea Castle Condominium who have purchased the exclusive use of Boat Slips in an agreement with Castle Council or by subsequent transfer or assignment of ownership.
2. Sea Castle Dock Association is an adjunct of Castle Council Incorporated and must conform with condominium rules and regulations.
3. The Dock Owners Association will hold elections in March of each year. Nominations and voting will be done by mail in a format outlined to each dock owner by the management company serving Castle Council. Officers elected shall be President, Vice President, Secretary, and Treasurer who shall perform duties as are normally expected of each position. If at least one of the officers is not a member of Castle Council Board of Directors, the Castle Council President shall appoint a Board Member to act as a liaison between the Dock Committee and Castle Council Board.

### **OWNERSHIP REGULATION**

1. The Castle Council, Inc. shall convey boat spaces by instrument granting exclusive right to use for 99 years to homeowners in consideration of owner financing of initial dock construction and maintenance thereafter.
2. Transfer of Exclusive Use of Boat Slips can only be made to:
  - (a) Buyer of Boat Dock Owners Condominium
  - (b) Owner of another Condominium not already owning dock rightsSubject to the rule governing the Right To Sell, Transfer or Assign Exclusive Right of Use For Boat Slip, and any other rules and regulations pertaining to boat slips that may from time to time be adopted by the Board of Directors of Castle Council. Upon sale transfer or assignment, the document entitled "Memorandum of Agreement For Subsequent Assignment of Exclusive Use of Boat Slip" must be executed.
3. Rental of a slip can only be made to the owner or renter of a Condominium unit in Sea Castle who does not already have the use of a dock. Any renter before using a slip will be interviewed by one or more of the Dock Committee members. The owner must notify the Castle Council Board of Directors in writing, of the name of the renter and period of rental. The owner remains responsible for the renter following the Rules and Regulations of the docks and for payment of Docks Fees and Assessments.
4. When a unit is leased, with a dock the tenant shall have the right to use the dock and the owner will not be able to use the dock except a guest, or unless the tenant waives his/her rights in writing back to the owner. Florida Statutes, Section 7 18.106(4).
5. All boats will be required to file a copy of their current registration with the Sea Castle office.
6. Boat dock use shall be limited to one dock per any one individual unit owner, whether by rental or purchase.

## **DESCRIPTION OF PROPERTY**

Docks: Six floating wood units made up of five (5) four slip units and one (1) six slip unit, providing twelve (12) "outside" and fourteen "inside" slips for a total of twenty-six (26) docking slips. Each of the six (6) floating units is attached to the sea wall by cables and two 4 x 12 access ramps with safety handrails.

The original floating unit designated as unit "E" below, and the Sea Walls and Wall Caps are Common Elements of Sea Castle. Maintenance and Rules and Regulations pertaining to unit "E" are the responsibility of Castle Council, Inc.

## **OUTSIDE SLIPS**

They are 36 in length, maximum boat length 42, with a beam of 12.

## **INSIDE SLIPS**

They are 24 in length, maximum boat length 26, with a beam of 9.

## **POSTS**

- The installation and number of Sampson Post or Pilings will be required for boats with sizes listed below.
- Approval of location and size of post or pilings is required prior to installation by the Officers of the Boat Dock Committee. The Boat Dock Committee then presents its recommendation to Castle Council, Inc. for their final approval.
- Post size:
  - 1 post → Boat size → 28' – 33'
  - 2 post → Boat size → 34' – 37'
  - 3 post → Boat size → 38' – 42'
- Any boat having a fly bridge will be required to install one additional post. According to the size of the boat and the number of post listed above.
- Any boat requiring post(s) the boat owner will tie off the boat to the post and the dock.

## **UTILITIES**

Electric Service (120Volt) and water is located along the seawall of each access ramp. Electricity use paid montly to Progress Energy Florida Inc. from the Boat Dock Owners Association Funds. The Boat Dock Owners Association also pays for the electric consumption used to illuminate the RV lot but does not pay for water usage. This was a trade off agreement with Castle Council.

## **FUNDS-FEES**

1. A monthly maintenance fee will be paid annually, and is due on January 1st of each year and payable to Castle Council Boat Docks upon receipt of the bill.

2. A Boat Dock Reserve Fund will be established. This fund is for any expenditures deemed to be a capital expense by the BOAT OWNERS Association, The Boat Dock Committee, and the Castle Council Board of Directors,
3. All funds are to be retained in the general account of Castle Council as a separate entry. The I.R.S. has assigned Employer I.D. # 59-2072782 for the fund.
4. Fund account records will be maintained by the management company serving Castle Council who will submit a quarterly report to Castle Council Board of Directors and Boat Dock Association officers.
5. Use of funds shall be used only for expenses relating to the docks, access to the docks and administration thereof.
6. No monies in support of the BOAT DOCK facilities shall come from Castle Council, Inc. funds, unless the Board of Directors of Castle Council authorize such expenditures in writing except Dock E.
7. Dock Owners Association funds and records will be audited on schedule with those of Castle Council.
8. The dock owners shall be responsible to Castle Council Boat Docks for the payment of fees or assessments even if the slip is occupied or unoccupied by a renter.
9. Maintenance fees or assessments unpaid for 60 days shall invalidate the "Exclusive Right to Use" agreement. Flagrant violations or disregard of the Rules & Regulations for the use of Boat Slips or the "Exclusive Right to Use" agreement shall be cause for Castle Council, Inc. to cancel the agreement provided such action is approved by a major of owners of the "Exclusive Right to Use" agreements, in good standing and by the Board of Directors of Castle Council, Inc.
10. In case of cancellation of the "Exclusive Right" agreement, the rights shall revert to Castle Council, which will make it available for sale or rent in accordance with the terms of all Boat Slips Rules and Regulations. Net proceeds of the sale or rental of such unit shall be prorated to the reserve funds of Castle Council and the Boat Dock Owners Association.
11. Upon sale of a unit with rights to a boat slip, the owner has 3 options:
  - (a) If an owner with use right to a boat slip sells his/her unit, the rights to the boat slip would also be sold to the purchaser.
  - (b) If the future owner/purchaser did not want to keep the boat slip, then the current Owner/seller could assign the use rights to the slip to another owner in the condominium, at whatever cost the 2 parties agreed upon.
  - (c) If neither of the above occurs, then the right to use the boat slip automatically reverts to the Association, at no cost, and the Association could assign it to another unit owner in the future.

## **DAMAGE TO THE DOCKS**

1. By accident, negligence, or misconduct on the part of an owner, renter or guest, shall be the responsibility of the owner. Before the repairs are to be done the owner will have to submit to the Dock Committee and the Board of Directors for approval an estimate and diagram on how the repairs will be done and who will be doing the repairs. After approval you will have 30 days to complete the repairs.

2. Damage to boats and equipment regardless of cause shall be the responsibility of the respective boat owner to protect against and resolve without recourse to the Castle Council, Inc. the Associations Officers or the Boat Dock Committee.
3. Damage to the BOAT DOCK facilities by an act of nature or by any other cause for which the dock owner is not responsible, the cost of the repairs if not covered by insurance or the Boat Dock Reserve Funds, shall be divided evenly between all the dock owners of record at the time the damage occurred.
4. No alterations, changes or modifications to the docks may be made without the written consent of the Boat Dock Owners Association and the Board of Directors of Castle Council.

#### **MISCELLANEOUS RULES & REGUATIONS**

1. All boats are off limits to anyone except the owner and owner's guests.
2. Except when accompanied by a dock owner, renter, or guest children under the age of 12 shall not be permitted on the docks.
3. No one shall be allowed to live in or stay overnight aboard a boat in the Boat Dock area, except in a special situation, the Board of Directors must be notified first as to the reason why an owner will be staying on their boat. And the Board of Directors will also have to approve it first.
4. There will be no open fires allowed on the docks.
5. Fishing, trapping, or netting will not be allowed on any dock without the permission of the owner first.
6. All dock ramps and walkways shall be kept clear from everything at all times except steps or when you are loading and unloading your boat.
7. All steps that are to be used the vessel owner will first submit a blueprint of the design to the Dock Committee for approval.
8. No debris, trash or litter will be left on any dock or thrown in the water.
9. Only minor emergency repairs and normal maintenance may be done on boats in the Boat Dock area.
10. No one will tie his or her boat to another dock for any reason without the approval of the dock owner first.
11. All dock boxes will be uniform, kept clean and in good condition at all times. If for any reason the dock box needs to be replaced due to damage by in climate weather or other sources, or if the Dock Committee requires you to replace the box before purchasing the box it must be approved by the Dock Committee. You will have 45 days from the day you receive a letter from the Dock Committee about fixing your box if not done your right to use your dock will be cancelled.
12. There will be no commercial boats allow to be docked at any time