

## DOCK RULES FOR OWNERS AND RESIDENTS

1. Boat slips may be rented for a Boat belonging to a unit owner only. Renter/Lessors will not be permitted to rent a boat slip. Unit owners that rent their unit will not be allowed to rent a boat slip. No assignment, sublease or rental of any boat slip will be permitted by any unit owner. Boat slip rental does not pass to a new owner if a unit is sold. New owners are required to follow procedures as outlined in item #2 of this document. Any owner in arrears of the maintenance will lose all dock privileges after an additional thirty (30) days of arrearage have passed.
2. When boat slips are not available, owners wishing to rent a future boat slip MUST request, in writing to the Board of Directors, along with a \$100 deposit, that they want to be placed on the dock waiting list. When a boat slip is available, the unit owner at the top of the list will be offered said slip, and have 48 hours to accept or reject, in writing, said slip. If said slip is accepted, the unit owner will begin immediately paying dock fees. The unit owner will have 45 days to put a boat in said slip or show documentation and registration of boat ownership. If boat or paperwork is not produced the unit owner will lose claim to the slip and his name will revert to the bottom of the dock waiting list. If the unit owner rejects the said slip within 48 hours, his name remains on the top of the dock waiting list. The next person on the list will be offered said slip and have 48 hours to accept or reject the slip. The same procedure outlined above will be followed until the slip is as accepted by a unit owner. The dock waiting list will be published in the minutes when changes are made.

Slips will be assigned by the Board of Directors, depending on boat length of the available slip. Due to the limited amount of space available, slippage will be assigned based on boat lengths not to exceed a 25-30 foot range, depending upon the safety and damage issues to condominium and neighboring boats.

A unit owner may rent only one (1) slip unless there is a slip available and no other owners are on the waiting list.

A second slip must be vacated within thirty (30) days upon receipt of a slip request from a unit owner who does not presently rent a slip.

Any owner in who is sixty (60) days arrears of the Condominium maintenance will be removed from the dock waiting list, forfeit the \$100 deposit, and forfeit any claim of position on the dock waiting list. Once maintenance is current, a new letter along with a \$100 deposit requesting a dock slip must be presented to the Board.

Newly available slips must be occupied by a boat within forty five (45) days or the slip will pass to the next person on the list. Exceptions may be handled by the Board.

The purpose of the boat slip arrangements of this Condominium is to provide dockage for its members, therefore, slips that remain empty for more than ninety (90) days will be declared vacant by the Board of Directors and the slip will pass to the next person on the list. Exceptions may be handled by the Board.

3. The following documentation must be completed and submitted to the Board of Directors:
  - a. This completed form.
  - b. A copy of Proof of ownership, i.e., copy of registration or boat documentation (owners are responsible for submitting copies of new or changed registration to the Board on an annual basis).
  - c. A copy of your liability insurance policy, with an endorsement, naming Castlewood Town Villas Condominium Association as the additional insured. Liability insurance must be a minimum of \$100,000/\$300,000. A copy of your insurance binder will be acceptable. (Owners are responsible for submitting copies of new or changed insurance to the Board on an annual basis.)
4. Current slip fees are \$200 per quarter. Any changes in these fees will be announced by the board.
5. All boats must be secured so as not to endanger other boats, docks or sea walls. The Association retains the right to board any boat and retie the lines if necessary. Owners are further responsible for having their boats removed from the canal when a hurricane warning is issued by the National Weather Service. Each Owner will also hold the Condominium harmless and indemnify for any damages caused by failure to comply within twelve (12) hours. Any owner who does not move their boat as required due to a hurricane warning shall forfeit the slip and remove the boat within seven (7) days after the storm has passed.
6. Only minor maintenance work is permitted at Castlewood docks.
7. Engine noise should be kept to a minimum (i.e. no revving of engines or extended idling at the dock or in the canal.) Engine warm ups in excess of fifteen (15) minutes will be considered excessive.
8. Guest dockage shall be limited to four (4) overnight stays in an unassigned slip or in an assigned slip with the permission of the owner renting that slip. Unit owners must notify the Board of any guest boats that will be occupying a slip overnight. Unit owners or residents or guests using the dock for short day visits must not

interfere with the use of the slips by boats permanently docked at Castlewood. Any unit owner docking a boat having guests visit the docks at Castlewood assumes complete liability for any damage to the docks, common property or other boats caused by the visiting boat and or its crew.

9. Children under the age of twelve (12) shall not be permitted on the docks unless supervised by an adult.
10. Dock boxes must be of white fiberglass and are limited to one (1) per slip.
11. No alteration of the dock, sea wall, pilings or slips are permitted by any owner.
12. Configuration of dock spaces is considered to be permanent.
13. No modification to docks, i.e. lifts, piling changes, no wave runners or jet skis, no rafting.
14. If the Board finds cause that one of the above items is in violation, the Board will issue one (1) notice advising the unit owner of said violation. If after said notification the violation is not corrected, the Board will, at the unit owner's expense, have that boat towed and impounded. At this point, the slip will be declared vacant and available for rental.
15. The Board, at its discretion, has the option of imposing a \$25 per day fine for violations of rules 6-13 in lieu of rule 14.

**THE ABOVE IS UNDERSTOOD, ACCEPTED AND AGREED UPON.**

UNIT OWNER SIGNATURE:

\_\_\_\_\_

UNIT OWNER PRINTED NAME AND UNIT NUMBER:

\_\_\_\_\_ # \_\_\_\_\_

DATE: \_\_\_\_\_

CASTLEWOOD BOARD MEMBER:

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