

EAGLE POINT CLUB SUBDIVISION OWNERS' ASSOCIATION, INC.

RULES AND REGULATIONS
REGARDING THE COMMUNITY DOCK

1) Generally:

- a. The Community Dock is comprised of a community boat house and dock facility with 30 slips.
- b. Each of the 30 slips is for the exclusive use of a specific Lot, however, the slip is not owned by that assigned Lot Owner.

2) Approval Authority for Mooring or Docking a Vessel:

The Board of Directors shall approve in writing the docking of any vessel by a Lot Owner or Member in any assigned slip prior to the vessel actually being moored or docked in an assigned slip. The Lot Owner or Member making the request shall provide the Board of Directors a copy of a Governmental License and/or Registration. The Board of Directors shall have the authority to disapprove a request if approval of the request would in any way violate Sovereignty Submerged Land Lease, No. 580350385, and/or any other governmental rule, regulation, code, or law.

3) Approval Authority Regarding Installation of Lifts:

- a. The Board of Directors shall approve in writing the installation, modification, or improvement of a lift on a slip by a Lot Owner or Member in any assigned slip prior to the lift being modified, improved or installed. Once the request is received by the Association Management Company, the Board of Directors shall assign a Member of the Docking Committee to work with the requesting Lot owner or Member to help facilitate the process of having the lift installed. There shall be no guaranteed timeline for these actions. The Docking Committee member shall work with the Lot owner and/or Member making the request as well as any and all applicable governmental entities to achieve approval of the modification or improvement, if necessary, or installation without violating Sovereignty Submerged Land Lease, No. 580350385, and/or any other applicable governmental rule, regulation, code, or law. The Board of Directors shall have the authority to disapprove a request if approval of the **request** would in any way violate Sovereignty Submerged Land Lease, No. 580350385, and/or any other governmental rule, regulation, code, or law, or in the sole opinion of the Board of Directors would not be conducive to the overall operation and maintenance of the Community Dock. The requesting Lot Owner or Member shall be financially responsible for all costs related to the fees for approvals as well as installation and maintenance of the lift.

- i. Lift Maintenance: The Lot owner shall be financially responsible for the insurance, maintenance, repair, care and preservation of the lift. Any installation of a lift, modification, alteration, or addition to the Community Dock made by a Lot owner may be required to be removed in connection with any major repairs of the Community Dock by the Association.. In such cases, the Lot owner who installed the lift (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or re-installation of the lift, with said obligation being secured by a right of lien for charges of equal dignity to the Common Expense lien created by the Declaration of Covenants and Restrictions or alternatively, said Owner may be required to remove and re-install said additions, if so determined by the Board of Directors, ensuring compliance with any Regulations in place at that time. Further, the Association, its contractors and agents, shall not be liable for any damage to the lift arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its

contractor or agent.

4) Additional Rules and Restrictions:

- a. Any activities that would cause damage to the Community Dock is prohibited.
- b. Assigned Owners may not sub-let or allow the use of the slips to any person or entity outside of the Association.
- c. Boat maintenance that could feasibly cause the discharge of oil, gasoline, or other pollutants into the sea or onto the Community Dock is prohibited.
- d. Lifts must be kept in good working order at all times. The leaking of grease, oil, flaking of metal, etc. or other pollutants into the sea or onto the Community Dock from a lift is prohibited. Electrical wires, conduits, and panels must be maintained.
- e. All boats and vessels shall be kept in good working order. The leaking of grease or flaking metal from the boat or vessel is prohibited.
- f. Bunks shall not be fraying or degrading and shall be replaced promptly when any indication of fraying or degrading is present.
- g. The cleaning of fish and marine life within 100 feet of the Community Dock is prohibited.

5) Safety:

- a. Running is prohibited on the Community Dock.
- b. Smoking is prohibited on any portion of the Community Dock and/or on any vessel or boat moored and/or docked in any slip.
- c. During storm season or unusual events, Lot Owners and Members that will be gone from the Community, or in the event of any pending named storm, shall secure the vessel and the lift. Lot owners and Members shall consult their own insurance agent and or carrier for the best methods to secure both the vessel and the slip. Assigned Owners will be responsible for any damage to the Community Dock or other vessels from the lack of or inappropriate securing of vessels at any time or from the securing of a vessel using the Community Dock itself. Securements shall be removed when not needed for storms.
- d. Boats that are not on lifts should be tied in a manner that they cannot hit the dock or other boats from wind and waves.
- e. Idle speed only when in front of docks.

6) Use of Community Boat House:

- a. All Lot owners and Members are welcome and encouraged to use the boathouse facilities, which are part of the general Common areas, as well as walk on the dock to enjoy views and sunsets. However, no Lot owner or Member can utilize the Community Boat House in a manner which prevents other Lot owners and Members from also utilizing the Community Boat House at the same time.
- b. Lot owners and Members are responsible for any guests utilizing the Community Boat House, dock, or slips.

Let the Board of Directors, current Dock Chairman or a committee member know of any needed repairs or safety issues immediately.

Prepared by and Return to:
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CERTIFICATE OF AMENDMENT

EAGLE POINT CLUB SUBDIVISION OWNERS' ASSOCIATION, INC.

RULES & REGULATIONS

We hereby certify that the attached amendments to the Eagle Point Club Subdivision Owners' Association, Inc. Rules & Regulations were duly adopted at a duly noticed and held meeting of the Board of Directors of Eagle Point Club Subdivision Owners' Association, Inc. held on December 4, 2019. The Association further certifies that the amendments were proposed and adopted as required by Article V of the Bylaws of Eagle Point Club Subdivision Owners' Association, Inc. and applicable Florida law.

DATED this 2nd day of March ~~February~~, 2020.

Signed, sealed and delivered

EAGLE POINT CLUB

SUBDIVISION OWNERS'

ASSOCIATION,

in the presence of:

INC.

Sign: [Signature]

By: [Signature]

Print: Mark Reese

Molly Grossman, as President

Sign: [Signature]

ATTEST:

Print: Warren O. Wood

By: [Signature]

Karen Guerrero, as Secretary

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 2nd day of March ~~February~~, 2020 by Molly Grossman as President of Eagle Point Club Subdivision Owners' Association, Inc. who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

[Signature]
sign _____

print _____

My Commission Expires:

