

### **DOCK FACILITIES - RULES AND REGULATIONS**

Unit owners who own a boat may reserve a dock space if one is available, on the following conditions:

- (a) The boat must be (1) 100 percent owned by an owner or owners of units in the condominium; (2) owned in the name of an LLC in which the unit owner(s) is/are the members; (3) be leased by a unit owner and the unit owner/owners has/have exclusive use and control of the vessel; or (4) belong to a boat club; and all of the above shall comply with all insurance requirements of the Lease Agreement. The boat/vessel will not exceed 42 feet in length.
- (b) Proof of ownership as required hereunder and as required by the Lease must be filed with Association identifying the pleasure craft by name and serial number and/or a boat club documentation. No vessel other than that identified may be docked in the reserved space without prior approval of the Association as indicated in the said Lease.
- (c) The dock must be kept clear of all gear and equipment including but not limited to steps and dock boxes other than the ones approved by the Palm Beach President and maintained in a location as approved by the Palm Beach President.
- (d) A fee will be charged. The unit owner/owners is/are required to sign a Lease Agreement for Dockage. An annual non-refundable fee of \$1,800.00 will be charged for the year of 01/01/2024 through 12/31/2024. The fee entitles the unit owner to a slip, water service and one outlet providing electric service if the need arises. There will be an additional charge of \$15.00 per month for each electrical line connected to a dock outlet(s) for air conditioning, dehumidification, refrigerators equipment and the like. All fees and charges shall be subject to all applicable taxes and will be charged to the owner.
- (e) The condominium does not accept responsibility for boats or their contents while docked at The President of Palm Beach-A- Condominium Inc. Unit owners docking boats agree to indemnify, defend, save and hold harmless the association and any of its respective directors, officers, agents, members, and/or anyone acting under the association's direction from and against any and all loss, damage, liability, claims, demands, or suits of any nature whatsoever arising out of or in any way connected to the use of the vessel, or the association's facilities.

- (f) There shall be no "on-board" living, or overnight sleeping on the vessel.
- (g) Boat owners shall exercise care and prudence in the way they use the docking facilities. The cost of any damages to the dock caused by an owner's boat shall be the responsibility of the boat owner.
- (h) A boat shall make minimum wake in the vicinity of the dock, proceeding at a speed no greater than is necessary to maintain steering and headway. Boats docking or departing should do so with minimum noise and disturbance.
- (i) No maintenance of any kind will be performed at the dock, except as permitted under the Lease and except as necessary in any emergent circumstance. This does not include washing/cleaning of boats and general maintenance and tasks required to be performed upon usage of the vessel.
- (j) The discharge of a marine head or holding tank is strictly forbidden.
- (k) Those unable to swim are to be accompanied by someone who can swim.
- (l) Fishing is permitted on the dock.
- (m) Noise will be kept at a minimum. Shouting, loud conversations and loud music will not be permitted. The configuration of our building is such that noise is magnified and carried to all apartments.
- (n) The Board of Directors may at any time request that a person occupying dock space show evidence of ownership of the occupying vessel.
- (o) The use of docking facilities at the President is conditional and may be suspended or revoked at the discretion of the Board for cause or in the face of what it reasonably deems to be an abuse of privilege.
- (p) The Board of Directors shall from time to time establish the rates for leasing of slips, and the qualifications for vessels. In addition the Board of Directors shall from time to time review and recommend to the unit owners revisions of the dock rules.
- (q) Licensees are encouraged to have a boat lift installed in the boat slip



being leased at Licensees sole cost and expense. If any Licensee sells his/her unit, he/she may upon vacating the building (1) have his/her boat lift removed; or (2) "sell" his/her boat lift to any other Licensee who is granted use of the Slip Space on that person's execution of a Lease Agreement with the Licensor and the existing Licensee is permitted to work out economic terms with any incoming Licensee. This applies to any Licensee who also voluntarily relinquishes use of the dock slip and/or whose right to use any such space is terminated under the terms of the Lease by the Licensor. In the event that any existing/departing Licensee is not able to work out any agreement with any incoming Licensee to maintain or keep the boat lift in its location, the existing/departing Licensee must have same removed at his/her cost and expense.

- (r) Any Licensee who elects not to have a boat lift installed is responsible for having his/her boat tied up and secured in a manner acceptable to the Licensor in accordance with good and standard maritime practices. In the event it is determined that a vessel is not properly tied up or secured, the Licensee shall be notified and in the event the Licensee fails, refuses or is unable to make any reasonable and necessary corrections thereto, the Licensor shall have the right to have the vessel properly secured and assess a service fee to the Licensee and in this event the Licensor shall have no liability to the Licensee and Licensee shall be and will remain liable for any damage caused to any elements of the Licensor.
- (s) No open flames are permitted on the docks or on boats.
- (t) Each Licensee shall complete a form provided by the Licensor which form shall contain, among other information, as follows: Boat and Owner Information; and Name, address and phone number of Emergency Contact. The rules and regulations are meant to supplement any other rules and regulations and requirements as contained in the Lease Agreement.