

## **SANIBEL HARBOUR YACHT CLUB, A CONDOMINIUM RULES AND REGULATIONS**

These Rules and Regulations have been adopted by the Board of Directors of Sanibel Harbour Yacht Club Condominium Association, Inc., a Florida not-for-profit corporation (the "Association") and are designed to maintain an enjoyable and safe yachting experience for all persons using the Sanibel Harbour Yacht Club, a Condominium (the "Condominium").

### **GENERAL**

1. The Ships Store / Gourmet Delicatessen will be open from 7:00 a.m. to 9:00 p.m. 7 days a week, or during such hours as are otherwise posted from time to time.
2. The Harbormaster's Office is staffed from 7:00 a.m. to 9:00 p.m. daily, or during such hours as are otherwise posted from time to time. The telephone number is 333-4200. The fuel dock is open from 7:00 a.m. to 6:30 p.m. daily. A minimum of sixty (60) minutes prior notice to the Harbormaster's Office is required before services are rendered. Hours are subject to change.
3. Except as permitted by the Association, no commercial advertisements shall be posted or circulated at the Condominium nor shall business of any kind be solicited or transacted at the Condominium.
4. All vessels which are returned to dry storage, may be topped off with fuel by the appropriate fuel attendant, at the Owner's expense, before being returned to dry storage.
5. It is unbecoming for any person to abuse any of the dock attendants, marina staff, or other employees of the Association, verbally or otherwise. All dock attendants are under the ultimate supervision of the Harbormaster and no person shall reprimand or discipline any dock attendant or send any dock attendant off the premises of the Condominium for any reason. Any dock attendant not rendering courteous and prompt service should be reported to the Harbormaster immediately.
6. The Association shall maintain a no-tipping policy with respect to all employees. Owners shall not offer tips of any fashion to dock any employee at any time, nor shall any employees be authorized to accept such tips. The Association shall notify all employees that their employment by the Association may be terminated on the basis of accepting any such tips.
7. Owners shall be responsible for the conduct and actions of the captain, crew or agents employed by the Owner for the operation and maintenance of such Owner's vessel.

8. Noise shall be kept to a minimum at all times. Owners shall use the utmost discretion in operating vessels, engines, and generators so as not to create a nuisance or disturbance. There shall be no revving of vessel engines at any time while such vessel is located in the basin. Upon returning to the basin and docking an Owner's vessel, all engines shall be promptly turned off once the vessel is secured to a dock. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium, and all parties shall turn off all exterior music or sound as to the foregoing as of 10:00 p.m. of each and every day, seven days a week.

### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each Member and each guest as a condition of invitation to the premises of the Condominium, assumes the sole responsibility for his or her property. The Association shall not be responsible for any loss or damage to any private property used or stored on the Condominium Property, whether in dock boxes or elsewhere.
2. Any Member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Association, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association or the Developer, or its affiliates, either on or off the Condominium Property, shall do so at his or her own risk, and shall hold the Association and the Developer and their affiliates, partners, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of the Association, the Developer or their affiliates, partners, employees, representatives or agents.
3. All vessels moored and stored at the Condominium must have adequate property damage and liability insurance and shall provide the Harbormaster with copies verifying current insurance coverage on an annual basis, and keep such copies on board the vessel. In addition, the policies shall provide that the insurance company notify the Association at least thirty (30) days in advance of any cancellation or reduction in coverage.
4. In the event of an emergency during the Owner's absence which may cause or may tend to cause any damage to other Owner's property or to Association Property, the Association shall be authorized, but is not required, to make any reasonable and necessary repairs to a vessel, the cost of the which shall be charged to the Owner.
5. In case of a fire, emergency or disaster, as determined by the Association, it is expected that the Owner will make arrangements for safe storage of the vessel elsewhere. If the Vessel is unattended and the Owner cannot be contacted, the Association shall be authorized to move the vessel, at Owner's expense, to a safer area to protect the vessel, property or general welfare. However, under no circumstances is the Association under

any obligation to provide this service. Owner shall be solely responsible for any emergency measures.

### **CHILDREN**

Children under ten (10) years of age are not allowed on the Condominium Property unless accompanied and supervised by an adult.

### **DOCK AND MARINA REGULATIONS**

1. All operators of Vessels shall observe all posted speed limits and other rules when in the waters of the Condominium. Boat owners or captains will be responsible for the safe speed and handling of vessels operating within the Condominium. The Condominium maintains a "no wake zone" which must be observed at all times.
2. Permanent Lifts are not permitted at the Condominium. Subject to approval by the Association, floating boat lifts may be utilized by a Owners.
3. The Owner will not use or permit the use of the Slip or any part thereof for any unlawful purpose or purposes prohibited by the Association and shall not do or permit any act or thing which would constitute a public or private nuisance or waste or which would be a nuisance or annoyance or otherwise cause damage to the Association or its members and surrounding property, or which would invalidate any policies of insurance, or increase the premiums thereof, now or hereafter written on the Condominium. Owners shall observe, at all times, all laws, zoning ordinances and regulations of all governmental or quasi-governmental entities claiming jurisdiction over the Condominium.
4. Sailboat owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the Harbormaster shall be authorized to tie off halyards.
5. Except as may otherwise be permitted, by the Declaration of Condominium, to be performed by Commercial Space Unit Owners, no Vessel shall be repaired on the Condominium Property except for minor maintenance, such as leaning above the gunnel line and limited brightwork, which shall be performed so as to minimize any disturbance to other Members and their Vessels.
6. Vessels operating during the nighttime shall be properly equipped with navigational lights.
7. Nothing may be attached to any dock or piling without the approval of the Harbormaster. No carpet shall be affixed to any dock area other than doormat size foot wipers. The storage of supplies, accessories, dinghies, bicycles, grills, debris or any other material on the docks, walkways or finger piers is strictly prohibited. Each Wet Slip is provided a dock box which is the only dock box allowed on the dock. No owner shall construct any lockers, chests, cabinets or similar structures on any dock. No flammable,

combustible or explosive fluids, chemicals or substances (other than fuel and oil in a Vessel's engine system) shall be kept in any dock box or Vessel; provided, however, that solvents and cleaning substances may be kept in dock boxes, if stored in a safe manner and in accordance with applicable fire codes and insurance requirements.

8. Except as approved by the Board of Directors (which may be on a "blanket" basis) No commercial vehicles, campers, mobile homes, motor home, house trailers, or trailers of any other type, recreational vehicles, or vans (other than passenger vans) shall be permitted to be parked or to be stored at any place at the Marina, nor shall any boat or watercraft be stored or parked in the Common Area parking area of the Condominium. Vehicles violating this rule may be towed away, at the expense of the Member. Bicycles will be stored only in provided racks, if any, and will not be ridden on any dock or pier.
9. Tenders, dinghies or personal watercraft ("Personal Watercraft") may be operated within the Condominium only after registration with the Association and providing proof of insurance acceptable to the Association. Operation of Personal Watercraft shall be in compliance with good boating practices and in compliance with the terms and provisions of the Declaration, these Rules and Regulations and all laws, ordinances and manufacturers' recommendations relating to Personal Watercraft.
10. No fuel trucks are permitted to enter the Condominium at any time to fuel boats.
11. Dock carts shall be returned to the head of the dock by staff after each use. Only owners or Association staff are allowed to use the dock carts.
12. Each owner, its agents or employees, shall use electricity only from the electric pedestal assigned to his Wet Slip.
13. Notwithstanding the right of the Association to enforce the foregoing Rules and Regulations, the Association shall not be liable to any Owner or other person or entity for any damage to persons or property caused by an Owner's failure to comply with such requirements.

## MISCELLANEOUS

1. The Board of Directors reserves the right to amend or modify these rules when necessary and will notify the Members of any change. Notice may be posted at the Harbormaster building.
  
2. Unit Owners (and/or their tenants) may not at any time enter the Boathouse Building, or access their vessels while in dry storage, unless accompanied by personnel authorized by the Association.

3. **CONCERNS, COMPLAINTS, QUESTIONS, ACTION ITEMS and COMMENTS:  
PROCEDURES**

Our objective is to respond to all concerns, complaints, questions, action items, or comments quickly, efficiently, and accurately. ALL concerns, complaints, questions, action items, or comments are to be written and sent by Certified Mail to the

General Manager at the SHYC mailing address. The Board through its General Manager will respond to the inquiry within 30 days as required by The Florida Condominium Act. All communications must contain the name, unit number, address, and phone number of the member.

Send to:  
Chad Edmonds, General Manager  
Sanibel Harbour Yacht Club  
15051 Punta Rassa Road  
Fort Myers, Florida 33908

The Board will respond to one (1) written inquiry from any member or lessee in any 30-day period.

**AMENDMENT  
SANIBEL HARBOUR YACHT CLUB, A CONDOMINIUM  
RULES AND REGULATIONS**

**GENERAL**

New text is underlined.

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8. Noise shall be kept to a minimum at all times. Owners shall use the utmost discretion in operating vessels, engines, and generators so as not to create a nuisance or disturbance. There shall be no revving of vessel engines at any time while such vessel is located in the basin. Upon returning to the basin and docking an Owner's vessel, all engines shall be promptly turned off once the vessel is secured to a dock. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium, and all parties shall turn off all exterior music or sound as to the foregoing as of 10:00 p.m. of each and every day, seven days a week.

The exhaust of every internal combustion engine moored at the Yacht Club shall be effectively muffled by equipment so constructed and used as to muffle the noise of the exhaust in a reasonable manner.

No person shall operate or give permission for the operation of any vessel moored or emitting sound at the Yacht Club in such a manner as to exceed the following sound levels at a distance of 50 feet from the vessel: for all vessels, a maximum sound level of 90 dBA.

Any person who refuses to submit to a sound level test when requested to do so by the Association shall be in violation of the Declaration and shall be subject to the Compliance and Default provisions found in Article 13 of the Declaration.

For purposes of this Rule, the following definitions shall apply:

“dBA” means the composite abbreviation for the A-weighted sound level and the unit of sound level, the decibel.

“Sound level” means the A-weighted sound pressure level measured with fast response using an instrument complying with the specification for sound level meters of the American National Standards Institute, Inc., or its successor bodies, except that only a weighting and fast dynamic response need be provided.