DOCK & FACILITIES

RULES & REGULATIONS

(Rev. 2/2026)

I. APPLICABILITY

These Rules and Regulations regarding the Dock and Facilities are in addition to and supplementary to those Rules and Regulations contained in the Declaration of Condominium, By-Laws as approved by the owners of Tropic Bay Condominium, including but not limited to, By-Laws Section 10.5 as well as that certain Boater's Agreement Signed by individual Boat Owners.

II. MAINTENANCE FEES

Boat slip maintenance fees are payable each January 1st, in full, for one year and are included in the first quarter of the condominium maintenance fee schedule. When making initial application for a boat slip, the annual fee will be payable at the time of application. If the application is presented after July 1st, one half of the annual rate will apply for the remainder of that year, however, under no circumstances will the applicable rate be reduced to smaller increments for shorter periods.

III. PERSONAL USE

A boat owner shall not be permitted to lease, rent or charter the boat for commercial purposes ~~use from Tropic Bay~~, nor shall the owner allow use of his/her boat for any purpose other than his/her own personal use and enjoyment.

IV. NONCOMPLIANCE PENALTIES AND LOSS OF SLIP PRIVILEGES

Any of the following occurrences shall place a boat owner subject to non-compliance penalties including, but not limited to, loss of slip privileges and/or assignment:

A. Failure to maintain their good standing status with the Association by being found to be in violation of the any of the Association's Governing Documents and/or its Rules and Regulations including, but not limited to, these Dock and Facilities Rules and Regulations, shall subject the Boater to forfeiture of the right to a Boat Slip Assignment and shall require the Owner to remove their Boat from the Marina. Specifically, owner's failure to make timely payments of any and all fees or assessments owned to the association for more than 90 days shall subject the Applicant to slip assignment forfeiture.

~~Failure to pay slip fee when due.~~

~~Non-compliance with any Tropic Bay Boat Dock & Facilities Rules & Regulations~~.

B. Sale or rental of owner's apartment.

C. Boat slip or apartment abandonment in excess of nine (9) consecutive calendar months. **Only exception** shall be an extended cruise, three additional months for a twelve-month maximum, with prior permission of the Harbormaster.

D. Falsifying and/or omitting any information which might have caused the slip application to not be approved.

E. Failure of the boat owner to ~~be able to~~ provide proof of the required 90 days in residency and/or minimum boat use requirement per calendar year. Such proof of residency and use shall consist of mandatory reporting in the Tropic Bay Office. ~~ruling because of not registering with the Association Office when in residence.~~

F. If a boat owner is found to be in non-compliance ~~with any of the above rules~~, said owner will be notified in writing ~~(certified mail)~~ to comply with the applicable requirement and/or remove the vessel from Tropic Bay Harbor within thirty (30) days.

G. If the vessel has not been removed and is still in non-compliance, a charge of $1.00 per foot, per day will be levied on said owner until the vessel is removed- up to ninety (90) days. After the 90-day period, the vessel is subject to being towed and stored by a marine salvor chosen at Tropic Bay's discretion and the owner will receive written notification (certified mail) as to the disposition of the vessel. It will then be between the owner and the salvor to settle ownership of the boat.

V. UNATTENDED BOATS

A. Resident boat owners who leave their boats at Tropic Bay Marina for extended periods while not in residence do so at their own risk.

B. Before leaving, boat owners shall tie up their boats and otherwise prepare them for high winds, tides and hurricanes as completely as possible without interfering with boats in adjacent slips and/or with foot traffic, i.e. add and/or secure both forward and aft spring line, plus "double up" on bow and stem lines, provide chafe protection, etc. Also, specific instructions to complete a tie shall be given to your designated caretakers.

C. If the caretakers are other than Tropic Bay residents, the boat owner shall furnish such persons with an authorization letter so that the caretakers can furnish identification and justification for being aboard your boat. If a marine organization is used, a copy of the contract or agreement shall be provided to the Harbormaster or Assistant Harbormaster ~~or member of the Pier Committee~~ before the boat owner's departure.

D. Owners shall leave boat keys in a readily accessible location in case of emergencies and shall notify the office, in writing, of such location.

VI. SLIP CHANGES

From time to time it may become necessary for the Harbormaster or Assistant Harbormaster ~~member of the Pier Committee~~ to change slip assignments for reasons of safety, better utilization of marina facilities, etc. Though such movement shall be held to a minimum, however, boat owners shall comply when the necessity arises.

VII. SALE OF BOAT

A. A boat owner wishing to sell his/her boat to another Tropic Bay unit owner shall, along with the potential buyer, first check with the Harbormaster ~~or a member of the Pier Committee~~ to resolve potential problems relative to slip availability, buyer qualification and priorities of the other boat owners. Sale of a boat to another Tropic Bay Resident shall not entitle the new boat owner to a slip assignment. Such assignments will be made pursuant to the wait list order.

B. A boat owner who sells or otherwise disposes of his/her boat ~~to someone outside of Tropic Bay~~, shall inform the Harbormaster ~~or a member of the Pier Committee~~ of his/her intentions pertaining to his/her vacant slip ~~A boat owner, who sells his/her boat intending to purchase another boat that is suitable for his/her assigned slip, shall advise the Harbormaster or a member of the Pier Committee~~ and shall have 180 days from the date of sale of the old boat to bring in the new boat. Under certain conditions, a limited time extension can be permitted by the Harbormaster ~~or a member of the Pier Committee~~ ~~regarding~~ for reasons such as suitable size slip availability or delays in delivery of a new boat. ~~and his/her priority assurance and a new boat slip application shall be submitted.~~

~~A boat owner purchasing a boat requiring a different slip prior to selling his/her present boat shall remove the replaced craft from the marina ASAP. In no instance shall the time exceed thirty (30) days from when the newest purchase is brought into the marina.~~

C. Prior to the arrival of the new boat into the marina, the Owner must complete an application on the approved Tropic Bay Form providing all necessary information and obtain the approval of the Harbor Master.

VIII. GUEST BOAT DOCKING

A. Apartment owners, while in residence, may invite their guests who are boat owners to visit them and use the guest (T) dock. The apartment owner assumes responsibility and liability for the guest. Such Host ~~responsibility is primarily centered on~~, responsibilities include, but are not limited to, ~~these seven major points~~: the following points:

1. Asking and making sure the visiting boat is currently insured for a minimum of $300,000.00 liability. Proof of such insurance shall be provided to the Association.

2. Advising their guest(s) that they are expected to abide by all the rules applicable to Tropic Bay resident boat owners. An exception ~~is~~ may be allowed for boats longer than the 45 ft. maximum length rule for boats docking at the guest (T) dock only with approval of the Harbor Master.

3. Being on the dock to help the Guest tie up properly.

4. Advising the Guest of the rock formation at the canal entrance and how to get past it.

5. Advising the Guest that docks have water and electrical service intended for day use (7:00 a.m. – 11:00 p.m.) only.

6. Advising the Guest that electric service is limited to 115 VAC to maintain a refrigerator as a courtesy of the Tropic Bay Boaters.

7. Advising the Guest That ~~their guest may~~ they may have to move the boat (upon request) to allow resident boats egress from their slip.

8. Advising the Guest, as approved by the Harbor Master of the docking location ~~to tie up to~~.

9. Advising the Guest that the stay is limited three (3) ~~two (2)~~ nights in a 60-day period.

10. Ensuring that the guest boat owner ~~must be~~ is a houseguest of a Tropic Bay apartment owner during the visit, in other words, a guest may not sleep aboard his/her boat.

11. ~~That if equipped, the~~ Advising the Guest boat owner that they shall not operate a generator between the hours of 9:00 p.m. – 9:00 a.m.

B. Guest boats shall be docked on a first come first served basis at the guest (T) dock area in front of Building #1 and at the walkways adjacent to the swimming pools on both the north and south sides of the marina. Guest boats are limited to these locations and shall not use boat slips that may appear to be open or unused. Guests ~~may~~ must advise their Host before arriving and tying up.

C. The guest docks do have water and electrical service and are intended for day use (7:00 a.m.11:00 p.m.) only. It is not a requirement for the Host to advise the Harbormaster prior to a guest boat coming in for day use, but if the Host has any questions regarding draft limits, obstructions, boat types, marina rules, length limits, etc., a call should be made to the Harbormaster or a Pier Committee member.

D. Certain types of vessels, some of which are known as personal watercraft, including, but not limited to, canoes, jet skis, wave runners, wind surfboards, Sailers, kayaks, etc. are not allowed to be tied up, even temporarily, to any Tropic Bay dock.

E. Overnight guest boat docking (11:00 p.m.-7:00 a.m.) must be approved by the Harbormaster or Assistant Harbor Master ~~or a member of the Pier Committee~~ who shall determine where such Boat may be docked. ~~The Harbormaster or Pier Committee member will advise the Host:~~

12. SMALL VESSELS

Personal watercraft and/or tenders (including, but not limited to, inflatables, canoes, jet skis, wind surfers, sailers, kayaks, etc.) are not allowed dockage at Tropic Bay and are permitted only when stored aboard a mother vessel. If they are stored in a way that extends the mother vessel's rated length, the overhang shall be included in the 45' allowable limit of dockage and be included in the LOA for the annual dockage expense. Any extension of a boat's rated beam is not allowed.

13. GENERAL RULES & REGULATIONS

A. No refuse of any kind shall be thrown into the harbor. Boat toilet facilities shall not be used in the harbor area unless the vessel is equipped with and uses a holding tank.

B. Open fires are not permitted on docked boats or the Piers of the perimeter boardwalk under any circumstances.

C. "For Sale" signs shall not be displayed on or around boats.

D. No person shall live aboard a docked boat while in Tropic Bay (City Ordinance). This includes guests when their vessels are docked here.

E. Damage to boat dock facilities or Tropic Bay Property shall be immediately repaired or replaced at the expense of the boat owners whose boat caused the damage.

F. No major repairs involving objectionable noise shall be permitted or performed on boats or docks. Normal work on boats is permitted; such work, however, must be performed in a manner that no damage will be done to the adjacent boat, boardwalk, piers, catwalks or slips. Spray painting is not permitted in the marina.

G. Except in cases of actual emergencies, boat motors (engines) shall NOT be operated, or other noisy equipment be tested, for excessively long periods of time while the boat is docked. CAUTION-Idling engines with the propeller engaged may cause undermining of the seawall for which the boat owner is liable.

H. Each boat owner shall secure his/her craft in such a manner that no ordinary wind or wave will set it adrift.

I. Boat owners who rig standing lines or in-place mooring lines shall ensure that such lines are neatly rigged and are not left trailing on the dock walks, finger piers, or in the water when the boat is not moored in the slip. These lines shall be maintained and when having outlived their usefulness shall be removed.

J. Pets shall NOT be permitted aboard boats in Tropic Bay (except guest boats) or allowed on any of the piers, catwalks or club area.

K. Water hoses, when not in use, shall be turned off at the valve, coiled on a hose rack, and shall not be left on the docks or piers.

L. The walkways, including the finger piers and grassy areas, shall remain clear of obstructions, dinghies, and inflatables, and other boat accoutrements shall NOT be stored thereon. Dock boxes are permitted if securely fastened.

M. Dock boxes on the walkway must be white fiberglass and not exceed 40" width, 20" depth, 20" height.

N. Dock ladders used for boarding vessels must conform to those currently in use. Dock ladders are purchased at the boat owner's expense and information on availability is available from the Harbormaster or the Pier Committee.

O. Fishing from the docks is permitted from the guest (T) dock only.

P. Boats shall not be fueled at the docks or in the harbor under any circumstances.

Q. Mooring covers shall consist of materials, colors, design and installation deemed aesthetically suited (by the Board of Directors) to reasonable standards of acceptance as displayed throughout the Tropic Bay complex relative to the appearance of the grounds and buildings.

R. Boat owners are required to register in the Association Office so the ninety (90) day residency and minimum usage requirements can be monitored.

S. The minimum length of any style of boat is 20' overall. The maximum length of any style of boat is 45' overall.

XIV. BERTH APPLICATION AND RENEWAL (By-Laws, Section 9)

A. All vessels docked at Tropic Bay must be owned and operated by a resident owner and intended for their personal use and enjoyment only. A resident owner, (defined: a record owner

of the apartment at Tropic Bay who occupies the apartment for a minimum of 90 days each calendar year), may apply for the use of one boat slip. Within thirty (30) days of the application for a boat slip, the applicant must show proof of boat ownership or a current purchase order for a boat. The boat must be docked at Tropic Bay within 150 days from the application date and continue to be docked there for at least ninety (90) days of each calendar year. Boat slip will be assigned based upon the size of the vessel, on a first-come, first served basis. No owner is entitled to more than one slip. When all of the slips have been assigned, a chronological waiting list will be maintained and slips will be assigned according to that list as proper size slips become available. The maximum length permitted in Tropic Bay is 45 feet. Lessees are not entitled to a boat slip in Tropic Bay. An owner who has leased his/her apartment is not eligible for a boat slip for the term of the lease and must remove his/her boat from the marina within thirty (30) days to the beginning of the lease period. A resident must show proof of occupancy for the required three (3) months before applying for or renewing a slip.

B. The applicant for dockage must be the owner of the boat and must declare in a separate written statement any entity or person other than the applicant, except for a spouse, which appears or will appear on certificate of registration or other boat documentation (i.e. corporation, trusts of any type, etc.).

C. Additionally, if the boat owner is not going to be the primary operator of the boat, a written statement is required showing who will be the primary operator and that said operator will be in residence a minimum of 90 days per calendar year, the same as that required for the boat owner. The applicant is personally responsible for costs and expenses which will be charged to him/her for use of the boat slip and further, that such charges may become a lien upon the owner if they remain unpaid. The cost of collection, including interest and attorney fees, may be recovered by the Association in collection of such charges.

D. A resident owner who leaves their boat at Tropic Bay harbor for extended periods while not in residence does so at their own risk. Before leaving, they shall tie up their boats and otherwise prepare them for high winds, tides, and hurricanes as completely as possible without interfering with boats in adjacent slips and/or with foot traffic (i.e. forward and aft spring lines both starboard and port plus larger or "Double Up" on bow and stern lines, chafe protection, etc.). Also, specific instructions to complete the tie-up shall be given to their designated caretaker. If the caretaker is someone other than a marine knowledgeable Tropic Bay resident, the owner shall furnish such person with an authorization letter so that the caretaker can furnish identity and justify being aboard the boat. If a marine organization will be used, a copy of the contract or agreement shall be furnished to the Harbormaster or a member of the Pier Committee before the owner's departure.

E. Each boat owner shall carry at all times sufficient liability insurance ($300,000.00 minimum) to cover any foreseeable liability and shall submit evidence of such coverage to Tropic Bay Condominium Association, Inc., to the Harbormaster or a member of the Pier Committee. It shall be the sole responsibility of each boat owner to provide the Harbormaster or a member of the Pier Committee with a copy of the current policy at time of slip renewal.

F. By signing and submitting a BOAT SLIP APPLICATION form, an applicant is bound by the following statement:

> "I understand and acknowledge that the Tropic Bay Condominium Apartment Association is not in the business of operating a marina, and that T.B.C.A.A. does not provide liability or property insurance for my boat or the contents therein while berthed at Tropic Bay. I therefore agree to purchase liability and personal insurance for my boat, and hereby release Tropic Bay Condominium Apartment Association from any and all claims arising out of any loss or damage to my boat while docked at Tropic Bay. I further agree to indemnify and hold harmless Tropic Bay Condominium Apartment Association from any and all claims by any person alleging personal injury arising out of the use of my boat at Tropic Bay."

~~**XV. NON-COMPLIANCE PENALTIES AND LOSS OF SLIP PRIVILEGES**~~

~~A. If a boat owner is found to be in non-compliance with any of the above rules, said owner will be notified in writing (certified mail) to comply or remove the vessel from Tropic Bay Harbor within thirty (30) days. If the vessel has not been removed and is still in non-compliance, a charge of $1.00 per foot, per day will be levied on said owner until the vessel is removed up to ninety (90) days. After the 90-day period, the vessel is subject to being towed and stored by a marine salvor chosen at Tropic Bay's discretion and the owner will receive written notification (certified mail) as to the disposition of the vessel. It will then be between the owner and the salvor to settle ownership of the boat.~~

~~B. Non-compliance with any of the foregoing requirements as well as of the rules and regulations accompanying the signed application form will subject the boat owner to the non-compliance penalty.~~