

WIGGINS BAY DOCK OWNERS ASSOCIATION

RULES AND REGULATIONS

1. These rules and regulations shall apply equally to Members and their renters and their respective families, guests and invitees. These Rules and Regulations are supplementary to (i) the Articles of Incorporation and By-Laws of the Association, (ii) the terms of the Dockage and Mooring Agreement executed by the Association and each Member, and (iii) the terms of the Sovereignty Submerged Lands Lease issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

GENERAL

2. The laws of the State of Florida, the United States and any other applicable governmental authority shall apply to all vessels moored in, entering or leaving the Association's docks and the submerged land lease area.
3. Illegal activities are prohibited on Association property.
4. Children, under the age of 16, must be supervised by a responsible adult and shall not be permitted to act boisterously on the Association property.
5. Members shall be responsible for any damages caused to dock and parking areas by the Member or the Member's, renters, guests or invitees.
6. Members shall be responsible for properly securing and safeguarding their vessels at all times, including during threat of inclement weather. In the event of an emergency, the Association reserves the right to move vessels to other locations, at the Member and/or vessel owner's expense. However, the Association shall not be required to do so and shall not be liable for any action or inaction on its part in that regard.
7. No laundry, towels, flags or similar items shall be hung on the vessels, docks, or finger piers.
8. "Vessel For Sale" signs shall be limited to two (2) signs per vessel and shall be firmly affixed to the vessel. "Slip For Sale" signs shall not be affixed to the docks without the Association's prior consent. In no event shall the signs exceed 10" X 12".
9. Pets must be leashed at all times while on the docks and finger piers. All animal waste must be disposed of properly in accord with applicable governmental codes and ordinances.

10. Residency — No transient or permanent liveaboard shall be allowed. Liveaboards shall be defined as those vessels with habitants aboard docked at the Marina for three (3) consecutive days or in excess of five (5) days in a thirty (30) day period. No overnight sleeping or staying on any vessel shall be allowed unless such boats contain a federally approved holding tank for galley, head, or similar waste. All on board discharges shall be directed to those approved tanks.
11. Violations — The Association reserves the right to identify any offender causing a violation of any governmental approval, rule, regulation or law, including but not limited to water quality standards and to name said offender in any enforcement action taken by any governmental authority with jurisdiction or a proprietary interest in or over the docks or activities conducted at the docks.
12. In addition to complying with these Rules and Regulations, Members and their renters, guests and invitees must comply with all of the terms and conditions of (i) the Articles of Incorporation and By-Laws of the Wiggins Bay Dock Owners Association. Inc., (ii) the terms of the Dockage and Mooring Agreement, and (iii) the terms of the Sovereignty Submerged Lands Lease.
13. The Association reserves the right to limit and govern parking in the Association parking lots.
14. The Use of spotlights, floodlights or exterior lighting is prohibited anywhere within the submerged lands lease area including, but not limited to, the slips and docks.
15. No exterior radio, TV, data, phone nor any exterior wiring for any purpose may be used without the written approval of the Association. Provided, however, each boat may have marine quality shore power cords connected from the boat to the electrical power outlet assigned to the slip so long as the size of the cords and amperage used are within the design parameters of the power outlets. Shore power cords must be kept out of the water.
16. Repairs and vendor's work shall be carried out Monday through Saturday between the hours of 8 a.m and 5 p.m.

DOCKS

17. Swimming, diving, jumping, running, roller-skating, skateboarding, or gigging shall not be permitted from/or on the docks or finger piers.
18. Painting, scraping, or repairing of gear shall not be permitted on the docks or finger piers. The extent of repairs and maintenance allowed shall be at the discretion of the Association.

19. No charcoal, propane, wood or electrical grills are allowed on docks and finger piers at any time.
20. No fish cleaning is permitted on the docks or Association property, within individual slips or common areas, which includes the docks, finger piers and parking areas. No bait, fish or fish parts are to be put in any trash container. Such items are to be removed from Association property so as to avoid unpleasant conditions for other owners and guests.
21. Motorcycles, motorized vehicles and bicycles may not be operated or stored on the docks or finger piers.
22. Refuse, trash and/or garbage shall not be thrown overboard. Such items shall be removed from the Docks and placed in dumpsters. Engine oils, filters, batteries, spirits, combustible liquids, etc. are to be disposed of in the proper and approved manner. Failure to properly dispose of these items will be reported to the appropriate authorities for prosecution under applicable environmental laws. In addition, the Owner will be responsible for all clean-up costs and is subject to permanent removal of the vessel from the docks. No person shall discharge sewage, wastewater, fuel, oil, sprits, flammable liquids or oily bilge water into the waters or adjacent channels. No flammable, combustible or exposed fluids, chemicals or substances (other than fuel and oil in the vessel or vessels engine system) shall be kept on any dock. However, solvents and cleaning substances may be kept in dock boxes if stored in a safe manner and in accordance with all applicable fire codes and insurance requirements.
23. All water valves at the individual dock must be shut off at the faucet when not in use. Owners will be responsible for any water loss due to a burst hose.
24. Vessel owners shall not store supplies, materials, accessories, or debris on walkways, and shall not construct thereon any lockers, chests, cabinets, or similar structures, except with written approval of the Association. Dock boxes are limited to the approved make and type as determined by the Association and is limited to one (1) dock box per dock unless the Member receives written approval of the Association.
25. Boat hoists are limited to an approved make and type as determined by the Association, in its discretion.

BOATS

26. Advertising or soliciting shall not be permitted on any vessel with the exception of a “for sale” sign as described herein. No vessel shall be used for commercial purposes
27. No vessel will extend beyond the approved length of the slip without the Association’s prior written approval.

28. No part of the vessel will intrude over or below any part of the docks or finger piers.
29. Only vessels, in good condition, and under their own power, shall be admitted or allowed to be moored. In the event of an emergency during a Member's absence, e.g. breakdown of the bilge pump, leak, bad lines, etc., the Association is authorized to arrange for necessary repairs, which will be charged to the Member. ALL VESSELS MOORED AT A DOCK MUST HAVE CURRENT REGISTRATION OR TITLE (Unless exempt by Florida Statutes Chapter 327 and 328).
30. Galley/Showers — All Members have an obligation to maintain water quality. Members should utilize biodegradable detergents when possible, avoid overboard discharges and prevent discharge of oils, greases, food products, or other wastes associated with use of the galley, shower or other source.
31. Only one watercraft may be kept in any Slip without obtaining the Associations prior written approval. In the event such approval is obtained, said additional watercraft shall be berthed within the Member's slip and in such a manner as not to interfere with the adjoining slip and boat traffic.
32. All Members and their renters must maintain insurance at all times for their vessels with policies having types of coverage and amounts satisfactory to the Association. The Association currently will accept a minimum of \$300,000 liability and \$250,000 fuel spillage coverage.
33. All vessels must meet and follow all Federal, State and local safety and electrical codes.