

The Harbourage at Braden River Community Development District Marina Rules and Regulations

All use of property in the Marina and all conduct of persons in the Marina shall be in accordance with the provisions of these Rules and Regulations. These Rules and Regulations shall apply to each resident of the District, Tenant, and their respective families, guests, employees, contractors, agents and invitees.

“Common Areas” shall mean the piers, docks, picnic areas, bulkheads, dock space and walk ways within the District’s property located at 5705 Key West Place, Bradenton, FL 34203.

“District” shall mean the Harbourage at Braden River Community Development District and shall include duly authorized representatives or agents of the District, including the Operations Manager.

“Marina” shall mean and include all Common Areas and shall also include the surrounding waters of the Braden River.

“Resident” shall mean any property owner that resides at the property either on a full or part-time basis exclusively (non-rental), or the registered lessee of the property with a minimum six (6) month property lease agreement.

“Tenant” shall mean any resident of the District leasing a slip or other space in the Marina.

1. **RULES.** The rules of the road and the navigation laws of the United States shall apply to all vessels in the Marina.
2. **VESSEL OPERATION.** No vessel shall be operated so as to cause a wake in the Marina or in any manner deemed unsafe.
3. **AUTHORIZED VESSEL OPERATORS.** The primary operators of vessels in the Marina shall be residents of the District. Vessel owners may allow limited use of their vessel to authorized non-resident users at the discretion of the District. No vessel shall be operated by a management company, business, charter, or for commercial purposes.
4. **USE OF LIFT.** The tenant is responsible for the proper use of the lift. These include but are not limited to the following:
 - a. Vessel shall be stored in a bow forward, facing dock position on the lift.
 - b. Lifts shall not be lowered to such an extent that the lift beams touch the marina floor or in a manner that creates lift cable misalignment.
 - c. Lifts shall not be raised to such an extent that the lift cables touch the lift support beams or lift cable alignment is compromised.
 - d. Vessel shall be placed on the bunks in a proper alignment so as to evenly distribute the vessel weight and allow for proper drainage of rainwater.
 - e. Vessel or any accessories or equipment shall not block or overhang any dock area so as to cause a safety hazard.

5. **LOSS OR DAMAGE TO VESSELS.** Neither the District nor any agent of the District shall be responsible for loss or damage to vessels in the Marina. Each owner of a vessel shall be responsible for damage to other vessels in the Marina and for damage to any Common Areas or facilities (including, without limitation, docks, pilings, piers, vessel lifts and bulkheads) of the Marina as a result of any actions by his vessel.
6. **LIABILITY INSURANCE.** All vessels mooring in the Marina shall carry liability insurance against damage to persons or property as set forth in the Marina Slip Lease Agreement with such limits as the District may from time to time establish, and the owner thereof shall, upon request of the District, furnish appropriate evidence that such insurance is in full force and effect.
7. **MOORING.** All vessels mooring in the Marina must be operational, seaworthy, fully sound, in insurable condition, in compliance with all local, state and federal safety regulations, and capable of getting underway within one hour after notice. It is the responsibility of the vessel owner to keep his vessel in such condition that it does not become unsightly or in the opinion of the District reflect unfavorably on the appearance of the Marina. All vessels shall be used for recreational purposes only.
8. **VESSEL OWNER INFORMATION.** All vessel owners shall furnish the District, prior to execution of a marina lease agreement, proof of ownership/registration of the vessel. Resident and lessee must be one and the same. Non-resident owners/co-owners are not permitted. Transfer of ownership of a vessel shall terminate the lease agreement.
9. **MARINA AND MOORING SLIP.** In order to maintain proper security procedures for the Marina and to prevent unauthorized use of mooring slips, Tenant shall furnish the District with the name and registration number or document number of Tenant's vessel. Any vessel with respect to which the District has not been furnished such information may be refused access in the Tenant's slip.
10. **TRANSFER OF VESSELS.** Transfer of vessels between slips or from one slip to another is not permitted, except with the prior written approval of the District.
11. **TENANT RESPONSIBILITY.** Tenant is responsible for mooring and maintaining the security of its vessel. All vessels shall be moored in berths or at moorings in a manner acceptable to the District, or shall be removed from the Marina. No more than one vessel may be moored in a slip without approval of the District. No vessel may overhang any mooring space without the prior approval of the District.
12. **SINKING OR SUNK VESSELS.** Any vessel which sinks or begins to sink in the Marina shall be immediately removed by the owner thereof.
13. **VESSEL MAINTENANCE.** All vessels shall be properly maintained and kept in a clean and orderly condition insofar as the exterior appearance thereof is concerned. All vessels shall be seaworthy and operational at all times, subject to short term repairs and/or

maintenance. No laundering or drying of laundry is permitted on any deck or rigging of any vessel or in the Common Areas.

14. **SHORE POWER CONNECTORS.** All shore power connectors for any vessel shall be properly sized to be equal to or in excess of that required for service requested and must be serviced and maintained in good condition.
15. **WATER AND ELECTRICAL POWER SERVICES.** Only the tenant and/or those expressly authorized by the District may use the water and electrical power services provided to a slip. Extension cords for accessories (pumps, fans, battery chargers, etc.) must be 10, 12 or 14 gauge rated, clearly marked with a UL rating, and in good condition (no wear and tear, no splices, etc.). Amperage of all electrical devices must not exceed a combined total of 20 amps. The District reserves the right to discontinue electrical power service and/or water service for an unspecified length of time for such circumstances as repairs, emergencies, storm events, or other instance that in the best interest of the District access to said services should be disrupted
16. **WATER CONSERVATION.** Water conservation shall be practiced at all times. All water hoses shall have automatic shut off nozzles and shall be turned off when not in use. District owned hose connection valves shall be turned off when not in use.
17. **POLLUTANT SUBSTANCES.** Oil, gas, spirits, paints, inflammables and other substances which are deemed pollutant substances under the provisions of any state or federal law may not be discharged into the Marina waters or Common Areas. No discharge of sanitation effluent is permitted in the Marina. Tenants are responsible for all spills or any petroleum, other pollutant or other prohibited discharge.
18. **EXPLOSIVE OR HAZARDOUS MATERIALS.** No explosive or other hazardous materials of any nature may be stored in the Marina or on any vessel except (a) for fuel within Coast Guard approved tanks in a vessel and (b) lubricants and normal cleaning materials used in the ordinary course of operation.
19. **USE OF COMMON AREAS.** All Common Areas shall be kept clean at all times. Storage of loose gear on the Common Areas is not permitted. Hoses and electrical power lines shall not cross piers, docks or walkways. The finger pier between slips is for the use of the vessels on each side, and location of private gangways should be governed accordingly. In no case may a single gangway block access to another vessel.
20. **VESSEL COVER.** The vessel cover shall be maintained in good condition and securely affixed to the vessel. Vessel covers shall be affixed in such a manner to prevent the accumulation of rainwater in the cover. Covers shall not consist of vinyl or plastic tarps. Generally covers should be those specially designed for use on vessels.
21. **DOCK BOX OR LOCKER.** All supplies, materials and accessories shall be stored in the dock box or locker available for each slip, and nowhere else on the Common Areas, except as may be permitted by the District. No paint and other flammable substances shall

be stowed in any dock box or locker. Dock boxes or lockers will be furnished by the District. No other dock boxes or lockers are permitted.

22. **STRUCTURES.** No structure may be erected on any of the Common Areas. Any additions or changes to any of the Common Areas are expressly prohibited, unless authorized by the District in writing.
23. **CRABBING AND FISHING.** Crabbing and fishing are permitted, unless permission is revoked by the Property Director. Cleaning of fish, shell fish and game is prohibited in the Common Areas, except where expressly designated.
24. **SWIMMING.** Swimming from vessels, piers, docks or bulkhead is prohibited.
25. **OPEN FIRES.** Open fires are expressly prohibited on any vessel moored in the Marina and on any common area in the Marina.
26. **REFUSE AND GARBAGE.** No refuse (including cigarette butts) shall be thrown overboard or in the Common Areas. All garbage shall be securely wrapped, tied in plastic trash bags and deposited in receptacles supplied for that purpose, and other debris placed where specified by the District.
27. **NOISE LEVELS.** All persons shall reduce noise levels between the hours of 9:00 p.m. and 7:00 a.m. Unnecessary noise will not be tolerated and shall be avoided at all times.
28. **CONDUCT.** All persons shall conduct themselves courteously, in compliance with all laws and so as not to constitute a public nuisance.
29. **ADVERTISING OR SOLICITING.** No advertising or soliciting is permitted on any vessel or in the Marina.
30. **SIGNS, ADVERTISEMENTS OR NOTICES.**
 - a. No sign, advertisement, or notice shall be exhibited, described, painted or affixed on any of the Common Areas.
 - b. No sign, advertisement, or notice shall be exhibited, described, painted or affixed on any vessel and any slip or other mooring space of the Marina except for a sign reasonable in size approved by the District which may advertise the vessel for sale.
 - c. Posting of signs, advertisements, or notices on the Marina or vessel's premises shall be subject to the approval of the District.
31. **USE OF VESSEL AS A RESIDENCE.** No person may remain in a vessel overnight or use a vessel moored within the Marina as a place of residence.
32. **PETS.** Pets must be kept on a leash or carried while in Marina. Owners of pets are responsible for immediate and proper clean-up and disposal of animal wastes, as per the Manatee County's animal control regulations.

33. **FENDERS.** Tenants are responsible for adequate fendering to protect their vessels and adjacent vessels. No fixed or permanent fenders shall be attached to any dock or pier without the prior written consent of the District. Only uniform, reduced, fender material will be approved.
34. **VESSEL USE.** The District reserves the right to not renew tenant leases with vessels that are not used regularly within a lease term.