The use of the Colonnades docks is a privilege limited to Colonnades residents. Resident dock users are responsible for their vessels, the contents of their assigned dock box and the activities of their guests. The privilege to use the Colonnades docks may be rescinded or denied by the CMI Executive Board upon the recommendation of the Dockmaster or designee.

Resident dock users and their guests are expected to consider the rights of condominium residents living in the adjacent units to peace and tranquility. Noise sufficient to generate a complaint shall not be allowed.

A. **RESIDENCE**

An owner or renter shall be “in residence” at the Colonnades when that person occupies a Colonnades condominium on a regular basis (absence for vacation and/or summer season does not interrupt regular basis).

B. **TRESPASSING, INSURANCE and PAYMENT**

1. Any vessel not properly registered with the CMI office or the Dockmaster or designee which is tied up to the Colonnades docks shall be considered trespassing. All appropriate legal means shall be used to have such vessel removed.

2. Resident dock user agrees to maintain single limit liability insurance for their vessel in the minimum amount of $100,000.00. Upon renewal or change in insurance provider of your policy a copy must be sent to the CMI office annually. Colonnades is to be co-insured with owner.

3. Continued use of a dock is contingent upon prompt payment of assessments as may be reasonable levied from time to time for the purpose of maintaining, repairing, replacing and insuring the dock and dock areas. The continued use of a dock space shall also be conditioned upon compliance with the dock rules. Failure to pay assessments when due or failure to comply with the rules will be a violation.

C. **RESPONSIBILITY and LIABILITY**

1. Resident dock users are responsible for all damages they or their boats may cause to the docks, pilings, dock boxes, electric supplies and water lines. User agrees to hold Colonnades Members, Inc. and the Dock Committee harmless, and to indemnify Colonnades Members, Inc. and the Dock Committee for any loss, damage or liability imposed by reason of any act or omission on the part of the vessel owner, his agents, employees or guests in the use of Colonnades docks.

2. Resident dock user shall be responsible for the safety and security of the vessel and agrees to hold Colonnades Members, Inc. and the Dock Committee harmless for any and all claims for liability for any loss or damage of any kind or nature occurring to said watercraft, its appurtenances or contents, however caused.
3. In the event of an approaching hurricane or a named severe storm warning, all boats and everything in the slip must be removed from the Colonnades docks. If a boat is not removed the owner will be responsible for any damage or loss the boat causes to the docks, other vessels in the area, and adjacent buildings. **DOCK PRIVILEGES WILL BE TERMINATED if the boat is not removed.** Colonnades Members, Inc. and the Dock Committee assume no responsibility for notification of weather warnings, etc.

4. In the event of severe weather warnings, the power and water supply to all slips may be secured. All vessels at the Colonnades should have adequate bilge pumping capabilities without the use of shore power.

5. Damages not compensated by the owner's insurance shall be assessed against the vessel or its owner;

6. The Dockmaster or designee shall determine by whom, when and how any damages shall be repaired.

7. Dock boxes are provided for the convenience of the resident dock user. The resident dock user is responsible for all material stored in the assigned dock box and for any damages stored materials may cause.

8. In an emergency where in the docks must be repaired, the owner agrees to move the boat or allow the members of the Dock Committee to move said boat with no liability to CMI or the Dock Committee. Reasonable care will always be exercised.

9. Resident dock user agrees to **maintain their vessel in a safe and seaworthy condition.** Suspect vessel will have an annual inspection by The Dock Master or his designate, if deemed necessary.

D. **EMERGENCY REPAIR**

1. If in the opinion of the Dockmaster or his designee, when repairs to a vessel is deemed necessary, the vessel owner will be notified in writing and given a reasonable time to make the repairs. If the repairs are not made within that reasonable time, the Dockmaster may retain such contractors as required to make the repairs and the vessel owner will be assessed for those costs. Failure to reimburse CMI for such amounts will constitute a violation of the terms of these rules.

E. **NOISE and NUISANCE**

1. Noise, objectionable lights and other nuisance such as windblown sailboat lines/halyards, radios, TV, engine/generator operations, air conditioners, etc. should be minimized. The Dockmaster or designee may order any vessel removed from the docks if the nuisance is not corrected by the owner. Noise sufficient to generate a complaint shall not be allowed.

2. Resident user agrees that disorder, depredations, indecorous conduct, public intoxication, abusive language or threats of/or actual harm done to the personal property or person of any other dock user, Dock Committee member or member of the public, on the part of the owner, his agents, employees or guests shall result in this agreement being subject to immediate cancellation and removal of the resident user's vessel from the Colonnades docks.
F. **REFUSE and DISCHARGE**

1. Resident dock users are responsible for all refuse they generate and all discharge from their vessels or dock boxes.

2. Refuse generated shall be removed daily. Refuse not removed by the resident dock user shall be order removed by the Dockmaster or designee. A minimum assessment of $50.00 shall be made for each removal of refuse.

3. Discharge from heads (toilets) oily bilges, inflammable liquids, spirits or other objectionable discharges from vessels or dock boxes shall be reported to the U.S. Coast Guard, U.S. EPA, Florida Department of Environmental Protection or the St. Lucie County Environmental Control Board, as appropriate.

G. **STORAGE and ALTERATION**

1. Resident dock users shall not store dinghies, supplies, materials, accessories, debris, etc. on the docks or finger piers. Dinghies and tenders shall not be stored in the water.

2. Resident dock users shall not construct lockers chests, cabinets or structures on the docks or finger piers.

H. **GUEST VISITS**

1. Any Colonnades resident may have a guest boat visit for a period not to exceed seven days in any one visit if slips are available. The following applies to any guest boat:

   1.2 Prior to occupancy of the slip, the resident shall register in writing with the Dockmaster or designee.

   1.3 Prior to occupancy of a slip, the guest shall provide proof of insurance in the minimum amount.

   1.4 The guest shall occupy only the slip assigned.

   1.5 The Colonnades resident is responsible for all of the actions of his guest including any damage and adherence to these rules.

   1.6 The Colonnades resident shall be responsible for prepaying the daily dock maintenance assessment of $18.00 per day.

I. **COMMERCIAL OPERATION**

1. No commercial operations are allowed on the docks.

2. No vessel used for commercial operations is allowed to be berthed at the docks.

J. **OTHER USES OF THE DOCKS**

1. Fishing by Colonnades residents and their guests is allowed on all docks with the exception of occupied slips.

2. Charcoal fires or other open flames are not allowed on the docks or any vessel tied to the docks.
3. Laundry, towels, etc. shall not be hung on any vessel, dock or finger.
4. Live aboard and overnight sleeping on a vessel is not permitted.

K. VEHICLE PARKING
1. Vehicle parking for the docks is allowed only in the designated dock parking area. Only vehicles owned by Colonnades residents who are assigned a boat slip may park a vehicle in the boater’s lane. One vehicle per boat slip. A Colonnades decal should be visible.
2. Vehicles improperly parked may be towed.
3. Parking in the turnaround area is not allowed.

L. DOCK CHANGES BY RESIDENT DOCK USERS
1. Any resident dock user who wishes to make charges to his/her assigned dock area shall submit a request in writing to the Dockmaster or designee (forms are available in the CMI office).
2. The Dockmaster or designee shall review requested changes and make recommendations concerning them to the Dock Committee. The decision of the committee concerning the requested change shall be final.
3. All changes shall be made at the expense of the resident dock user.
4. Boarding ladders are to be non-corroding, manufactured and approved by the Dockmaster.
5. All changes become the property of CMI unless otherwise agreed to in writing. All changes to docks need to be approved by the Dockmaster.

M. DOCKMASTER OR DESIGNEE and DOCK COMMITTEE
1. The mission of the Dockmaster or designee and the Dock Committee is to operate and maintain the docks in a manner which will enhance the value and attractiveness of living within the Colonnades and to enforce the rules.
2. CMI is responsible for appointing the Dockmaster. The Dockmaster appoints the designee and the dock committee. These appointments are valid for one year.

N. DOCK ASSIGNMENTS
1. The minimum time usage for a dock is three (3) months unless otherwise approved by the Dockmaster or designee.
2. Any Colonnades resident may request the use of a dock as follows:
2.1. Complete an application obtained from the CMI office.
2.2. Furnish a copy of the vessel's registration or documentation for proof of ownership of the vessel.

2.3. Furnish a certificate of insurance or other proof of insurance annually.

2.4. Return completed application to the CMI office along with the appropriate maintenance assessment.

2.5. The application shall be approved in writing by the Dockmaster or designee prior to the vessel using the Colonnades docks.

2.6. Dock assessments are to be paid to the CMI office at a minimum of six (6) months at a time in advance.

3. Only Colonnades residents and guests may use the Colonnades docks. Any owner renting out their unit loses dock privileges for the rental period per CMI rules.

4. Dock spaces will be assigned on a first come first served basis.

5. Dock space may be used only by the resident to whom the space is assigned. Other boat owners may not use the space under any circumstances unless agreed to by the Dockmaster or designee.

6. Only assigned boat of record may use assigned slip unless approved by the Dockmaster (1 boat per slip).

O. MULTIPLE VESSELS

1. In the event that a resident dock user desires to berth multiple vessels, the following shall apply:

1.1. Resident user has legal title to the vessel.

1.2. Adequate dock space is available.

1.3. Resident user will remove multiple vessels from the Colonnades docks if a need for that dock space arises.

1.4. A new resident user dock application shall be completed and approved for each additional vessel prior to using the Colonnades docks.

2. The Dockmaster or designee is responsible for assigning dock spaces. Any dispute about a dock assignment shall be brought to the Dock Committee. The Dock Committee shall resolve the subject dispute. The decision of the committee shall be final.

3. Until subject dispute is resolved, the resident dock user shall not dock a vessel at the Colonnades docks.

4. Vessels are assigned to dock space on the following priority basis: resident owner, full time or Colonnades lessee.

5. The Dockmaster or designee has the authority to assign a vacant slip to an alternate resident during the absence of the assigned resident's vessel. Maintenance
assessments paid by the temporary slip user shall not reduce the assigned vessel assessment.

5.1. Owner agrees to notify the Dock Committee in advance of any absence which will be for 10 days or more.

6. The alternate resident shall vacate the temporary slip within 24 hours upon the request of the Dockmaster or designee. The Dockmaster or designee shall coordinate this transfer.

7. The Dockmaster or designee has the authority to assign or reassign slips as necessary.

8. Any Colonnades resident dock user may request to change their assigned slip. This change may be for a short time temporarily or it may be a permanent change. This change shall be done as follows:

8.1 All requests shall be done in writing (forms are available in the CMI office).

8.2 The request shall be approved by the Dockmaster or designee in writing prior to the vessel being moved.

P. UTILITIES

1. Electricity is furnished to each slip for incidental use only. Unless the slip has its own electrical meter, the use of air conditioning or heating, etc. is not allowed without the prior consent of the Dockmaster or designee and the pre-payment of an assessment of $25.00 per month.

2. Each vessel shall use only the electrical plug-in for its slip unless otherwise approved by the Dockmaster or designee.

3. Water hoses shall not be connected to any vessel. An additional charge shall be assessed for waste or excessive use of water.

Q. VIOLATION PROCEDURE

The Dockmaster shall send a vessel owner a written notice of a violation giving a specific deadline for correction (15 to 30 days depending upon the nature of the problem). If the problem is not corrected within the time allowed, the Dockmaster shall send a second notice, certified mail, return receipt requested. If at the expiration of the time frame of the second notice, the vessel owner still has not corrected the problem, the case will be referred to the CMI Executive Board which will determine whether the vessel owner will be permitted to continue to berth his vessel at the Marina, or other appropriate remedy, as the Board deems appropriate, based on the severity of the violation. In the case of an emergency, the Dockmaster, after consultation with the Dock Committee, may take such action needed to protect the marina facilities or other vessels.