

Use Agreement, Rules and Regulations for Use, Safety Operations, Procedures & Dock Usage

THIS SLIP USER AGREEMENT (the “**Slip User Agreement**”) is made and entered into as of the _____ day of _____, 20__ (“**Effective Date**”), by and between homeowner _____ having a principal mailing address of _____ (“**User**” or “**Member**”) and **Bridgewalk HOA**, a Florida limited liability company having a principal office at 5560 Wood Bridge Place, St. Cloud, Florida 34744 (“**Licensor**” or “**Association**”).

Vessel Information: **LICENSED SLIP:** Boat Slip # _____.

USER: Name: _____

Address: _____

Phone # _____ Alternate Phone # _____

Email Address: _____

Vessel Name: _____ Vessel Year: _____

Vessel Make/Model: _____ Vessel Overall Length: _____

Vessel Beam: _____ Vessel Draft: _____

Vessel Registration No.: _____ Registration Expiration Date: _____

Vessel Insurance Company Name: _____

Vessel Insurance Company Policy No.: _____ Policy Expiration Date: _____

User shall be responsible for providing HOA with written notice of any changes to the above information and updating such information within five (5) days of any changes. Vessel registration and insurance must be current at all times during this Slip User Agreement and must be in the name of User. No vessel other than the vessel in this Slip User Agreement shall be permitted in the Slip. Failure to comply with any of these provisions shall constitute a User default and may result in termination of this Slip User Agreement or other actions, as more particularly set forth in this Slip User Agreement. Exhibit A, Docking Facility Description, is attached for reference and general description purposes only.

1. **Authority:** The Board of Directors of the Bridgewalk Homeowners’ Association, Inc. (“Association”) has the sole responsibility for the management and assignment of dock and dock slip use privileges subject to a Submerged Land Lease and per Plat Book Phase 2A&B Page 4, each as recorded in the public records of Osceola County, Florida. The docks are community areas and property, and use of this area by members, residents,

Initials: _____

guests and invitees is subject to these Rules & Regulations as set forth by the Board, and as subject to change or amendment by the Board from time to time. While the intent and purpose of this Agreement and these Rules and Regulation are to preserve community values and promote members enjoyment of the community, each member, resident, guest or invitee in turn agrees to abide by these basic provisions.

2. **Liability:** The Association, its agents, employees and Board of Directors, assume no responsibility for loss through fire, theft, collision, or other damage to boats/watercrafts, their contents, other boats/watercrafts, and structures in the area set aside for the community dock. Additionally, the Association assumes no responsibility for personal injury or death to the owner, his/her crew, family, or guests anywhere on the premises or docks, whether due to negligence of the Association, its agents, employees, and its Board of Directors. This provision, and the regulations and limitations contained herein also apply to vehicles of the boat/watercraft and those of other family or guests. Use of the area is “at your own risk” and the Association does not provide security or guaranty security or safety of those who use the community dock and its surrounding areas.

3. **Dockage for Licensed Owners, Members and Approved Transient common slips:** Property owners (“Owners” or “Members”) licensed and permitted by the Association and in good standing (defined as having no unpaid dues, late charges, or fine assessments, and not having been denied access to the facilities for reason of previous misuse) of the Association are authorized to dock their boats/watercrafts at the community dock. Transient/common slips will be permitted only after the proper documentation, fees and it has been approved. The boats/watercrafts of authorized members and approved transient users must abide by the communities operating procedure(s), Governing Docs and Osceola County Noise Ordinances.

4. **Reserved Slips:** All reserved boat slips are numbered on the deck floor of the boat dock and will be issued once the application has been approved, and all fees collected. Note that a Members right to have and use exclusively a reserved boat slip does not convey any right of ownership, merely permitted right of use or license. The Member shall be individually a licensee and the right to use exclusively the reserved boat slip is conditioned upon payment and availability. No right to real property is intended or conveyed by the Association’s permission to its Members to use exclusively a boat slip.

5. **No Commercial Activity or Usage:** The docks and their facilities are for personal usage only. No commercial activity or use, irrespective of for profit or not for profit, is allowed. The dock and its surrounding areas are privately owned land held for the benefit and use by the Association's Members and not for the general public. No boat/watercraft shall be allowed which is in any way or at any time used for commercial purposes or which charges or accepts a fee or any other form of compensation either directly or indirectly. The Board of Directors has the sole authority and discretion to determine presumptively whether use is other than personal and such determination shall be final. The Board shall have the right to seek immediate injunctive relief from the county court without prior notice to order and enjoin such use.

6. **Designated Pathways:** All persons and pets must stay on the designated pathways when walking to the dock area. Pets shall be leashed until placed onboard.

7. **Dock Cleanliness:** No waste cans, paper, debris or other refuse are to be left at the dock or dock area or thrown into the lake. Removal of trash from the premises is the responsibility of the Association's member or boat/watercraft owner or guest. One trash can is available at the boat dock entrance but it shall not be used for bulk trash disposal. Illegal dumping in the water, on the lakeshore area or in this provided trash can is grounds for suspension of use rights.

8. **Glass Containers:** No glass containers or bottles of any kind are permitted on the docks, dock areas, launch ramp, parking facilities, or boat storage area.

9. **Pets:** All pets shall be kept on leashes and not left unattended. The Owner is responsible for ensuring that the docks, walkways, and immediate areas surrounding them are not used by pets for soiling. Use dog walk areas instead. Owners are responsible for cleanup of any "accidents" immediately.

10. **Disturbances:** Facility users shall not create visual or noise nuisances. Loud parties, inappropriate conduct or other disturbances are not permitted.

11. **Multiple Boats/Watercrafts:** An Owner may moor only one boat or personal watercraft at a time at the community docks. Should an Owner have a pair of jet-skis, the Board will consider allowing the pair of jet skis to be used and moored at the same time provided the Owner seeks in advance permission and provides specifications as to the size of each jet ski.

12.

13. **Boat Size Limitation:** All boats or watercraft shall not exceed a maximum beam of 26 feet.
14. **Electrical Devices & Generators Prohibited:** Usage of electrical cords, electrical devices or gas generators are prohibited on the docks. No electrical hookup is provided and no method of temporary or permanent power supply may be utilized.
15. **No "Live Aboard":** Members and guests are not permitted to live aboard any boat/watercraft or to sleep overnight while a vessel is moored or in the immediate area of the dock, nor may any pets be left aboard unattended at any time. The Board has the sole authority and discretion to determine if an Owners use has become, in the board's reasonable opinion, that a person is 'living' full or part-time in the vessel in violation of this provision. The Board shall have the right to seek immediate injunctive relief from the county court without prior notice to order and enjoin such use.
16. **Wake:** The immediate dock area is a NO WAKE zone whether posted or not. Boat/watercraft Owners and operators must minimize speed and minimize wake while entering and exiting the dock areas so as to do no harm to the docks or other boats/watercrafts.
17. **Dock Lines:** Docking or mooring lines shall be of sufficient size (no less than 3/8" nylon or equivalent) and strength so as to secure a boat/watercraft at the dock in a manner that will not cause damage to the dock or to nearby boats/watercrafts. Mooring lines should be tied in such a manner as to protect adjacent boats/watercrafts.
18. **No Smoking:** No smoking is allowed anywhere on the docks, the path and walkway to the dock area or in the boat storage area. This prohibition on smoking includes a prohibition on use of smokeless cigarettes or vaps.
19. **Fires:** No fire of any kind, including fire contained in a charcoal burner, is permitted on the dock or on a boat/watercraft while the boat/watercraft is moored at the dock. No use of propane or electric grills are permitted to be in use while the board/watercraft is docked or moored in the immediate area of the dock.
20. **Explosives:** No fireworks or other explosives are permitted on boats/watercrafts or on the dock at any time.
21. **Fueling:** Gasoline containers are not permitted on any dock and no fueling is permitted at dockside. This is a Coast Guard and EPA regulation. If there is an accident caused by fuel brought to your slip, the Member will can be held strictly liable for the

damages even if the Member is not the owner of the boat/watercraft or did not cause the spill.

22. **Swimming**: No swimming is allowed in the immediate area of the docks or launch ramp. There shall be no diving off or jumping from the dock or dock walkway into the water. This is a boating area only!

23. **Supervision of Activity**: No person who is unable to swim shall use the dock area unaccompanied by a person physically capable of swimming and supervising the non-swimmer. Children the age under of 16 need to be supervised by a legally responsible person. Only persons who are capable of operating a boat/watercraft and have the knowledge, training and experience to use safely boats/watercrafts shall operate the boat/watercraft. The safety of the Owner and those who accompany the Owner is an individual obligation and not that of the Association. Any person who acts in an unsafe manner, participates in horseplay, or in the Board's opinion needs supervision of a more mature or capable person shall be subject to immediate removal and may be the basis for being banned from the dock and dock area.

24. **Dock Boxes**: No dock boxes, lockers, storage containers, or boarding steps of any kind may be left on the dock. While loading and unloading is to be expected, items cannot be left safely on the dock.

25. **Dock Closure**: The Association Board reserves the right to close the dock for repairs, emergency conditions, or other circumstances as deemed necessary and without advance notice. No refund shall be given or due to an Owner based upon a claim of inability to use the dock due to closure.

26. **Dock Uses**: Owners shall use the dock, parking facilities, and launch ramp for reasonable and typical boating/water-crafting activities. Owners shall keep the dock area clear of all gear, tackle, and other obstructions, and agree to properly dispose of waste or trash (including treated or untreated sewage from heads or holding tanks). There is no discharging of the bilge in the docking area. Scaling, gutting or cleaning fish on the docks

27. **Relocation**: The Association reserves the right to move an unattended boat/watercraft when required or when a boat/watercraft is in violation of these rules in a manner which negatively impacts other homeowners. The Association shall make every effort to provide appropriate and reasonable notice to the boat/watercraft Owner of its intent to move a boat/watercraft. If the boat/watercraft is not moved by the end of the

notice period, the Association may have the boat/watercraft removed, and the costs associated with such a removal and subsequent storage shall be at the offending Owner's sole expense. Boat/watercraft owners shall hold the Association, its members and Directors safe and harmless from any and all liability, injury, loss or damage caused by relocation.

28. **Emergency Permission**: In an emergency situation, non-owners may utilize the dock, though the non-owner boat/watercraft should be removed as soon as possible.

29. **Severe Weather**: To the fullest extent possible, it shall be the responsibility of each Owner to ensure that their boat/watercraft is not moored at the dock when severe weather threatens the area. Boat/watercraft owners will be held responsible for any damage caused by their boat/watercraft.

30. **Vehicle Parking**: No on-road, roadside, or easement area parking is permitted in the dock or boat slip areas. The Board has the authority to tow any non-compliant vehicle at any time without notice or warning. Towing is at the Owner's sole expense and the Association, its Board, agents and employees shall be held harmless. The owner of the non-compliant vehicle shall bear any and all costs of towing. No overnight parking shall be permitted unless the Owner receives written pre-approval of the request from the Board by and through the management team. The dock area's parking shall not be used as general or overflow parking and is intended to be used by only those who are using the dock or dock area for boating/watercraft purposes.

31. **Trailer Parking**: Trailer parking is prohibited. Trailers must be removed from the area immediately after launching and are subject to towing at the owner's expense if left there. Trailers may not be parked on the road, roadside, common property areas, or launch ramp area at any time.

32. **Life Jackets**: Use of life jackets is mandated for persons who cannot swim or at best are weak swimmers such as your average infant or child, while on the docks. Failure to wear a life jacket is at the dock users own risk. Again, all users of the dock or dock area assume the risk of use and that the Association, its agents and employees shall not be held liable for damage, injury or death

33. **Damage**: Any dock structure or appurtenances damaged or destroyed by negligence, intentional use, careless use or improper use shall be paid for and replaced at

the offending Owner’s expense. The Owner shall be suspended automatically from all use until payment in full or full repairs are made.

34. **Dock Alteration**: No alterations, additions, or installation is permitted to any dock area. No one may build, store, construct, or attach anything to the dock including, but not limited to, mooring whips, cleats, fenders, ladders, or additional pieces of wood.

35. **Rule Adherence**: Violation of the dock Rules and Regulations shall be grounds for suspension or ineligibility of usage and revocation of authorization decal. The Association’s Board may terminate dock privileges of an Owner for abuse or neglect in abiding by these Rules in whole or in part, or if the Owner fails to pay a monetary obligation owed to the Association.

36. **Owner’s Responsibility for Guests and Visitors**: It is the responsibility of the Owner to inform guests of the dock Rules and Regulations and ensure compliance by all that accompany the Owner. All Owners are responsible for their own and family’s and guests’ conduct. No person will be permitted to cause a disturbance. Common sense and basic courtesy to fellow Owners and dock users is expected. Boat and have fun and don’t ruin someone else’s boating experience.

37. **Boating Etiquette**: All Owners should be mindful of all other boats/watercrafts in use or moored at the dock. Boating and maritime rules apply to all at all times.

38. **Assessments**: The Association’s Board reserves the right to issue an Individual or Benefiting Assessment in an amount necessary to any Member whose violation of these Rules and Regulations that result in actual damage or costs to the Association. This is not a fine. Fines may be imposed separately by a Fining and Suspension Committee without a need to allege or prove actual damage or cost.

So signed by and accepted by:

Owner/ Lessee Printed Name: _____ **Dated:** _____
&

Owner/ Lessee Printed Name: _____ **Dated:** _____

ADDITIONAL RULES FOR MOORING PRIVILEGES

1. Radios or speakers must abide by the Association's Governing Docs and Osceola County Noise Ordinances.
2. Members must provide proof of liability insurance for the watercraft which is being docked prior to the Association granting permission to use the dock.
3. There is no subletting or assigning of the dock slips with overnight mooring privileges. An Owner forfeits the right to use the dock at such time the Owner sells or conveys ownership of his or her Lot within the Lakeshore Narcoossee HOA. Membership is based upon ownership of record of a Lot. No conveyance of the dock shall transfer at the Owner's sale to the buyer and Owner shall not be entitled to any proration or refund for unused use
4. Assigned Members must adhere to all the rules and governing docs Submerged Land Lease and applicable federal, State of Florida [including water management district] or Osceola County restrictions.
5. Any boat or watercraft must be registered with the Association.
6. Assignments to the dock slips are by application and will be assigned on a first-come first served basis unless the members demand exceeds the six slips. In that case, a lottery method of assignment will be used for allocation for a 12-month period only. Once the usage period is completed, the Member must remove the watercraft. **If Members do not remove their watercraft in a timely manner, they will be assessed a \$50.00/day late fee penalty until the watercraft is removed. The Association reserves all lawful rights to remove a boat/watercraft after 10 days of nonpayment.**
7. Requests for assignments will be submitted to the Association who will determine eligibility of Member and boat/watercraft as per the standard operating procedure and the Lakeshore at Narcoossee By-Laws and covenant and will assign a specific common Association area slip and address mooring privileges.

[Signature block to follow]

So signed by and accepted by:

Owner/ Lessee Printed Name: _____

Dated:

&

Owner/ Lessee Printed Name: _____

Dated:

BRIDGEWALK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation:

By:

Printed Name:

Its:

Date

LICENSED BOAT SLIP ALLOCATION PROCEDURES

1. All Boat Slips shall be Daily Use Boats until a minimum number of Homes are sold as determined by the Board in its sole discretion unless previously assigned by Declarant or the Association.
2. The number of Boat Slips which shall be available to all Owners as Daily Use Boat Slips and which shall be Licensed Boat Slips allocated for exclusive use by specific Owners shall be determined in the sole discretion of the Board from time to time.
3. At a time determined by the Board, the Association will send out notice of a lottery drawing for Licensed Boat Slips (the "Licensed Boat Slip Lottery") and the procedures and forms to be completed to be eligible for same.
4. Owners are required to respond by the deadline set forth in such notice to be included in the Licensed Boat Slip Lottery.
5. The Licensed Boat Slip Lottery will be conducted by the Board. The names of Owners who timely submitted a request to be included in the License Boat Slip Lottery shall be drawn and placed on a priority list for Licensed Boat Slips. The Owners initially drawn for the Licensed Boat Slips shall have forty-five (45) days from such date to sign a Boat Slip License Agreement, provide proof of required insurance and pay required deposits.
6. The balance of Owners who submitted names for the License Boat Slip Lottery will be placed on a waiting list in order drawn to receive Licensed Boat Slips when same become available.
7. Boat Slip License Agreements shall have a term of one (1) year, but can be renewed for successive one (1) year terms as long as the Owner owns their Home and complies with the terms of the Boat Slip License Agreement. Upon expiration or termination of any Boat Slip License Agreement, the next Owner on the waiting list shall be notified and have the opportunity to enter into a Boat Slip License Agreement pursuant to Paragraph 5.
8. Use rights of Boat Slips are appurtenant to ownership of a Lot or Home. Boat Slip License Agreements automatically terminate upon sale of a Lot or Home and are NOT transferrable as part of the Owner's sale of the Bridgewalk home.

[Signature block to follow]

So signed by and accepted by:

Owner/ Lessee Printed Name: _____

Dated:

&

Owner/ Lessee Printed Name: _____

Dated:

Tropical Weather (Boat) Preparedness

High winds and water levels during a hurricane or tropical storm can cause the release of normally secure pollutants into the environment. Boats are often sunk, releasing fuels, oils and other chemicals into the environment.

Goal: Eliminate possible sources of pollution from areas that may be affected by storms.

- Remove portable containers of paint, fuel, oils and cleaners; either properly dispose or store securely.
- If possible and still safe, remove boats from the water and onto the upland. In circumstances where this is not possible, move vessels out of slips and into open or highly protected waters.
- Secure boats, whether in the water or on a trailer, with extra safety lines. Secure boats in the water with extra lines and additional fenders.
- Remove portable marine sanitation devices, if possible.
- Secure all hatches, doorways and windows to prevent water intrusion.
- Remove or secure loose gear and equipment.
- Vessel anchors can damage fragile elements of the marine floor environments.

So signed by and accepted by:

Owner/ Lessee Printed Name: _____

Dated:

&

Owner/ Lessee Printed Name: _____

Dated:

POLLUTION PROCEDURES

Absorbent booms can be:

- Fixed to piers or buoys
- Towed behind a vessel for deployment

Absorbent Boom Deployment:

- Booms are *rarely* deployed across a watercourse from shore-to-shore, perpendicular to the flow of water.
- Booms may be deployed in a watercourse at an angle from shore to shore, to force the oil to the shoreline where personnel, sorbents and/or mechanical skimming devices can more easily access the oil.

Absorbent Boom Deployment Techniques:

- Booms may be deployed in a “U”- shaped manner on a calm body of water (lake, pond or calm harbor) when an on-shore oil spill enters the water and the oil slick can be surrounded by booms.
- Wind speed above 5 knots and water-current speed above 2 knots (perpendicular) cause absorbent booms to submerge, allowing oil to pass over them.
- Waves higher than the freeboard (above the water) portion of a boom will push oil over the boom, requiring the use of the Skimming Sweep and/or multiple lines of booms to capture the majority of the oil.
- High current speed and below-surface turbulence will pull oil under a boom. A Skimming Sweep and/or multiple lines of booms will need to be deployed.
- Anchoring points are critical. Insufficient anchoring is a common cause of boom failure.
- While it is easy to improvise an anchor point for spill response on calm water with rebar, metal or wooden stakes, shovel handles and whatever else might be available, a moving body of water requires the use of more permanent anchor points, and these should be determined well in advance of an actual spill.
- Absorbent booms need to be monitored to ensure that they are not being submerged by water conditions and that they are not fully saturated.
- If booms are fully saturated, leave them in place until a secondary line of booms is placed.

BRIDGEWALK SLIP USER AGREEMENT & DOCK RULES & REGULATIONS

- Booms don't function well in tidal conditions or in currents moving more than 1 knot per hour.
- The weight of recovered oil can cause a sorbent to sag and deform.
- Rate of absorption varies with the thickness of the oil. Light oils are soaked up more quickly than heavy ones.
- When an absorbent boom bobs at the surface of the water, it is fully saturated and needs to be replaced.
- Be aware of surfactants or dispersants that are used in open-water spill response. These can cause absorbent booms to absorb water.
- When absorbent booms are saturated, they must be removed from the water and properly recycled or disposed of.
- Any oil that is removed from sorbent materials must also be properly disposed of or recycled.
- Towing booms back to shore when a spill is encircled must be done slowly (less than 2 knots), or the boom's speed through the water will cause it to submerge.

So signed by and accepted by:

Owner/ Lessee Printed Name: _____

Dated:

&

Owner/ Lessee Printed Name: _____

Dated:

EXHIBIT A

DOCKING FACILITY DEPICTION

