

## Marina Village Rules and Regulations

1. As a slip owner or renter of Marina Village Dock Owners' Association you agree to abide by the rules and regulations set forth below. Marina Village refers to the Marina Village property and/ or the Marina Village Dock Owners' Association (MVDOA) when applicable. Failure to abide by these rules and regulations can be considered sufficient cause for the impoundment of the owner's vessel certain penalties and/or the expulsion from the marina in accordance with Local, State, Federal and/or Admiralty laws.
2. The owner must abide by all the rules and regulations and any subsequent amendments or additions of the Marina Village Dock Owners' Association. All owners must abide by the provisions of the Marina Village Master Deed and By-Laws. If an owner rents their slip, the owner must submit to MVDOA required documents as outlined herein. The owner is responsible to see that the renter abides by all Marina Village Rules and Regulations and the provisions of the Master Deed and By-Laws. The rental of a slip or use by someone other than the owner does not absolve the owner from the responsibilities of these rules and regulations and/or the Marina Village Master Deed and By-Laws.
3. Failure to comply with "Marina Village Rules and Regulations" will result in the following penalties: 1<sup>st</sup> Notice will be served requesting owner abide by the MVDOA Rules and Regulations; if a second notice must be served, it can be done one week later with a \$150 penalty; if a third notice is to be served a \$500.00 penalty can be assessed and can be sent one week later. A \$500 penalty will be assessed for each week thereafter until such rules violation has been corrected. It will be mandatory for the collection of all penalties and or fees to be turned over to the MVDOA's attorney for collection after 60days with legal cost to be paid by the owner.
4. For the safety of all and to meet appearance standards, docks are to be kept clear of all debris and materials except a water hose coiled at the pedestal, a dock box, and a marine power cord. Boat steps are allowed if needed. Boat steps cannot restrict safe movement around them. If an owner wishes to install a water purifier or softener, it shall be installed in the owner's dock box. Small holes for input and output lines can be drilled at the bottom side of the dock box. All other equipment including but not limited to items such as mops, boat brushes, cooler and water toys are to be kept on boats or off the property.

For safety and appearance reasons, all shore power cords, cable TV, telephone lines and water hoses etc, which will remain in place for more than 24 hours, are to be run under the dock. Extension cords can be unsafe and are not to be used on a permanent basis. They can only be used temporarily.

If, after notification, any debris and/or equipment must be removed from the dock, or if any power, TV or phone cords must be moved under the dock, the Marina will have the right to bill the owner for the costs of doing this work and/or storage if necessary. No grills of any kind are to be kept on the dock. NO Charcoal grills of any type to be used when boat is moored at dock. All grilling is to be done on boat not on dock.

5. No spray painting and/or sandblasting and/or major grinding is allowed on Marina Village Dock Owners' Association property. Work done on any boat, whether by the owner, renter, or contractor shall not cause any dirt, noise, nuisance or hazard. Each owner and/or renter is fully responsible for any claims, damages, or expenses arising from such work. No boat repair is to be performed in common areas.

6. No fuel containers of any kind are to be kept on docks. Batteries, oil, or any other boat fluids and/or hazardous materials are not to be placed in or near the dumpster. It is the boat owners responsibility to dispose of these items according to law, off Marina Village property. No refuse and/or debris of any kind are to be placed on the ground next to the dumpsters. If refuse and/or debris will not fit into the dumpster, it is the responsibility of the owner of the refuse to dispose of it legally off marina property.

7. Excessive noise, illegal activity, behavior that does not meet community standards, and any unsafe activity will not be tolerated. The speed limit on Marina Village property is 10 MPH.

8. Vehicles larger than 2 tons are not allowed on Marina Village property. Only passenger cars, pickup trucks, SUVs', vans, motorcycles and golf carts are allowed to travel and be parked on marina property. Vehicles, including motorcycles, must have legal mufflers and cannot be excessively or unusually loud. Busses and RV's are not allowed on the property. Construction equipment, trash removal trucks or any other types of vehicles are allowed only when it is necessary for work contracted by Marina Village Dock Owners Association. Parking of any vehicle will be in designated spaces only.

9. Decorations or alterations or additions of any kind to common elements, including the owners slip or docks, the clubhouse, the gazebo or the grounds are not allowed. All alterations of any kind to the associations property is to be approved by the MVDOA board of directors prior to any improvement or alteration being made. This includes plantings of any kind and any attachments to common elements. Alteration of any kind to water, phone, cable, electrical or any other utilities or facilities is not allowed. If any such decorations and/or alterations and/or additions must be removed by the Marina Village Dock Owners Association, the cost of such removal will be paid by the owner. This includes any decorations, alterations or additions caused by any renter.

Owners of MVDOA per the Master Deed own their dock box only. All other improvements are owned by MVDOA.

10. Repair of land vehicles other than normal minor repair is not allowed on Marina Village property. Oil changes, coolant changes, and/or any other type of fluid changes to land vehicles are not allowed. No vehicle can be parked on Marina property that is not operational for more than 30 days. All vehicles' must be moved under their own power every 30 days.

11. All boats, including renters' boats must be in good repair and must be seaworthy. Each boat must meet appearance standards as determined by the Marina Village Board of Directors and must be able to move under its own power. Each boat must be moved at least once every sixty days, at least ½ mile, under its own power, between the months of April and November. Trolling or other obviously underpowered motors cannot be used to move a boat solely for the purpose of abiding by this rule. The Board reserves the right to require such movement to be observed by a Board member.

12. All boats must enter the marina for the first time under their own power. Boats cannot be towed into the marina for the first time. Dockage in Marina Village is for mechanically sound boats that can be used to travel on open water. The use of trolling motors or other motors obviously undersized cannot be used for the purpose of complying with this rule.

13. Untreated waste cannot be pumped directly into the water at Marina Village. The Board reserves the right to inspect a boat for a proper waste treatment system and/or a working holding tank. Boats without a working waste treatment system or working holding tank will not be allowed in the marina.

14. The size of the vessel in any slip must be within the size limitations set forth in the Marina Village Master Deed. No boats, jet skis, or any other type of equipment can be moored at the ends of fingers or ends of docks. No vessel of any type can be moored in any common area except:

(This is a compromise for owners who may have had verbal agreements with the developer before the management of Marina Village was turned over to the current Association.)

Specific equipment docked at the outside of the fingers of A docks 10,11 and 26, and at the end of the C dock on May 10, 2006 can remain in that specific common area until it is permanently moved and/or sold to another person, or is removed from the Marina for more than 2 consecutive quarters. Each specific piece of equipment docked as of May 10, 2006 cannot be replaced with another piece of equipment.

Owners of this equipment will pay rent to Marina Village Dock Owners Association effective the first day of the 4<sup>th</sup> quarter 2006. Rent is payable for the quarter in advance. Rent will be charged at the current rate per square foot for maintenance fees and assessments. Rent will change when the square foot rate changes. No refunds for partial quarters will be made.

The square footage will be based on the length of the vessel plus 5 feet times the maximum beam of the vessel plus 2 feet. If a Jet Ski is docked on a Jet Ski ramp, and the Jet Ski is not longer and/or wider than the ramp, the square footage of the ramp will be used.

15. Any boat can be pumped without order from the slip owner or renter in situations identified and deemed urgent by a member of the Marina Village Board of Directors. Should such a situation occur, the slip owner will be charged for this service.

16. Marina Village is not responsible for the safety of any boat used or moored in the marina and carries no insurance for such purposes. Each slip owner agrees that Marina Village will not be responsible for any damage to any boat or equipment under any circumstance.

17. Each slip owner must keep their vessel and all property thereon insured against loss by fire, windstorm, hail, theft or other casualty and to save and hold harmless Marina Village from any and all claims for loss, subrogation or indemnification relating thereto. The use of any slip or other part of Marina Village property is at the sole risk of the owner or renter. Marina Village will not be responsible for the care or protection of any vessel or its contents.

18. In the event of fire or other catastrophe, Marina Village shall have the right, but not the obligation, to cut the vessel free and such act shall be deemed as ordinary prudence for the protection of other vessels and property in the marina.

19. A valid "Certificate of Insurance" showing proof that insurance is in effect must be presented by the slip owner before any vessel, including a renter's vessel, can enter the marina. It is the responsibility of the slip owner to provide the "Certificate of Insurance" to Marina Village before any renter's vessel can enter the marina.

Each time the insurance is renewed, the owner must provide valid proof of insurance to Marina Village. Marina Village must receive this proof within 10 days prior to the expiration date of the expired policy. An owner or renter cannot keep their boat in Marina Village if insurance coverage is not in effect and/or if the slip owner fails to provide a valid "Certificate of Insurance" to Marina Village when the insurance is renewed. If the vessel in a slip covered by these rules is not removed within 14 days after notice of removal is given by Marina Village to the

slip owner, the boat can be towed and stored by Marina Village, subject to the discretion of the Board of Directors. All costs associated with the towing and storage will be at the slip owner's expense.

Marina Village has no obligation to collect "Certificates of Insurance" directly from any owner or renter, and is under no obligation to provide notification directly to any renter if action must be taken. It is the owner's responsibility to provide all insurance to the MVDOA prior to a boat entering Marina or 10 prior to expiration.

An owner will be subject to a monetary fine if the proof of insurance is not provided timely. This fine is \$150 per week for each week that proof of insurance is not received by Marina Village beyond the 14 day period mentioned above. Failure to provide proof of insurance can be considered sufficient cause for the impoundment of the owner's vessel and/or expulsion from the marina according to Local, State, Federal and/or Admiralty law.

20. Each slip owner shall carry liability insurance (minimum \$ 500,000.00) on each vessel and its operator. Each renter shall carry the same. Each owner and renter will hold harmless and indemnify Marina Village from and against any and all claims for injury, loss or damage to the owner and/or renter's guests, employees or to other persons or property of the owner or renter or others using Marina Village harbor caused by reason of the negligence of the owner or renter, their agents, servants, employees or guests while using or operating the vessel. Each owner and/or renter expressly waive any and all rights to assign and/or subrogate causes of action and/or claims against Marina Village, its Directors, agents or employees that might arise out of the owner's and/or renter's use of the owner and/or renter's vessel or use of Marina Village's harbor or facilities under the terms of these rules and regulations.

21. The slip owner and/or renter carry the responsibility for any and all pollution that may be created from their vessel(s). Marina Village is not responsible for any fines by any agency caused by pollution from any vessel.

22. If a slip owner and/or renter sells or otherwise replaces their boat, one of the Marina Village Board of Directors must be notified. Docking of the replacement boat can be denied if the boat does not meet acceptable safety and/or appearance standards as determined by the Board. Boats cannot be longer or wider than the length and width allowed by the Deed. Allowable lengths and widths are designated in the Marina Village Master Deed. This agreement and all insurance and other requirements will apply to the replacement boat.

23. Any attorney's fees incurred by the Marina Village Dock Owners' Association resulting from a failure of the slip owner and/or renter to abide by the terms of these

rules and regulations or any provision of the Marina Village Master Deed, including but not limited to non payment of fees, will be paid by the slip owner.

24. Any renter may not sub let the slip or use it for any other purpose other than to store their boat.

25. Marina facilities, including but not limited to the clubhouse, cannot be used for any commercial or business purposes. Illegal drug use of any kind is strictly forbidden anywhere on Marina Village property and/or on any boat moored within the confines of Marina Village property.

26. Each slip owner and/or renter shall expressly consent that Marina Village shall have the right to board, impound, or secure any vessel in any slip covered by these rules and regulations if any of the terms of these rules and regulations are violated, breached, or broken by the owner or renter, and owners and renters understand that such failure can be considered sufficient cause for expulsion and/or impoundment of the owner or renter's vessel in accordance with Local, State, Federal and/or Admiralty law.

27. Marina Village makes no assurance or guarantee of any kind concerning water depth in the marina or its approaches and is not responsible for assuring any slip owner and/or renter that the water depth is sufficient for the draft of the vessel in any slip. Marina Village is not responsible for any damage done to any boat as a result of high water. Electricity and/or water may be temporarily turned off in the event of high water.

28. Each slip owner will be responsible for the cost of repairing any damage caused by the owner and/or their guests or by their renter and/or their guests to the clubhouse, the gazebo, the docks, and any other property owned by Marina Village Dock Owners' Association.

29. Marina Village is not responsible for the cost of installation of any telephone, cable, winter water or any other non-electric or water lines of any type from utility poles through docks to any boats. Marina Village is not responsible for any damage to phones, TV's or any other equipment connected to such lines. Such installations must meet code and appearance standards. Marine grade materials must be used. Any cable TV, telephone or winter water lines must be properly sleeved and weighted when under water. Marina Village must be contacted before any such installations take place. Marina Village reserves the right to specify materials, the routing of such lines and how they will be installed. Marina Village has the right to inspect any such installations and deny use if the above conditions are not met. If alterations are deemed necessary, they will be made at the slip owner's expense. If any such installation must be removed by the marina, the owner will be responsible for the cost of such removal.

30. Marina Village is not responsible for contacting utility companies to have any utilities turned on or off. A slip owner and/or renter may not alter or change any

electrical or water lines or any existing utility line without written permission from the Board of Directors of Marina Village.

31. Owners and renters can use the clubhouse facilities; however, Marina Village can deny use by any owner and/or renter who misuses the facilities. Overnight use is not permitted. It is not guaranteed that all existing facilities will always be available. The clubhouse kitchen is not to be used for daily meals. It is the responsibility of the slip owner to provide clubhouse and/or any other security codes to the renter. The clubhouse must be locked when exiting. All windows must be closed and locked. Lights, TV, any other equipment must be turned off. The clubhouse must be cleaned after it is used. All trash must be taken to the dumpster. If it is left in an unsatisfactory condition, the slip owner will be charged costs for any cleaning and/or other work necessary to bring the clubhouse back to standards. Use of the clubhouse can be denied to a specific owner and/or renter, if the Board deems that the facility has been misused by the owner and/or renter. Clubhouse cannot be used by renters for party purposes.

32. If a party, meeting, or gathering of any type is planned for the clubhouse, the owner must notify any Board member at least 24 hours in advance. The owner must also post his reservation on the Marina web site. Clubhouse reservations are on a first come – first served basis. This is determined by the reservation noted on the white board in the clubhouse, not when the board member was notified.

33. A slip owner may enter into agreements with their renter(s). Any such agreements cannot be less than the terms of these rules and regulations or the Master Deed. A separate agreement will not nullify or supersede any of the terms of these rules and regulations unless such agreements are in writing and signed by the slip owner, the renter and two members of the Board of Directors of Marina Village. **Further the owner will submit copies of all renter agreements to include insurance to MVDOA.**

34. Marina Village is not responsible for any electrolysis or corrosion to any Boat's props, struts, rudders, hull or any other part or structure. Marina Village is not responsible for any damage of any kind to any boat's electronics or electrical system. Marina Village is not responsible for damage to any boat or part of any boat caused by nature or acts of God. Marina Village is not responsible for any damage of any kind due to high water, snow or ice.

35. Boat trailers of any type cannot be parked on Marina Village property for more than 24 hours. Trailers other than boat trailers are not allowed on Marina Village property.

36. Fueling of diesel boats by a licensed and insured fuel provider is allowed on Marina Village property. Due to state regulations, fueling of gasoline boats is not allowed. Diesel fueling is allowed for owners only. Persons who moor their boats at another

marina cannot bring their boats to Marina Village to obtain fuel. The board and Marina Village Dock Owners Association is neither responsible for nor can be held liable for any action as a result of fueling of any type in the marina.

37. Maintenance fees, penalties and assessments are payable in advance and are due on or before the first day of the quarter otherwise penalties will apply. Owners who are late more than 10 days will be subject to a penalty as set forth herein and required to use ACH automatic bank account payments to MVDOA for all future payments.
38. Any owner who has a past due amount in their account will be charged a \$150.00 late fee for each week after their account is 10 days past due. This will be in addition to the interest charges stated in the Marina Village Master Deed. In addition, failure to pay fees when due can be considered sufficient cause for expulsion and /or impoundment of the owner's vessel in accordance with Local, State, Federal and/or Admiralty law. By law, the marina has the right to foreclose on any slip whose owner has a past due balance on their account.
39. Use of the marina, clubhouse, dumpster and any other facility or equipment in the marina can be denied to owners and/or their renters if their account balance is overdue. Such denial will be subject to the discretion of the Board of Directors.
40. Dumpsters are for the use of Marina Village owners and renters only. They are for trash generated from boats or the clubhouse. Owners and renters cannot use the dumpsters to dispose of trash or any material on a regular basis from any outside source such as their home or business.
41. Children under the age of 15 must not be left unsupervised within the confines of the marina. Pets are to be controlled per local animal ordinances which include the pickup and removal of all pet waste that has been deposited on the property. Pets are not allowed in the clubhouse.
42. If an owner rents their slip, a rental agreement provided by Marina Village must be signed by the slip owner and the renter and provided to a Board member before the rental boat can enter the marina. This agreement will be kept on file by the marina. A blank copy can be obtained from any board member. Owners will pay a fee of \$150 to the Marina Association if a renter's boat is moored in the marina before the agreement is provided to Marina Village. There will be an additional \$150 fee for each week until the agreement is received by Marina Village. A Board member who rents their slip must forward their completed and signed agreement to different Board member. The Board reserves the right to have a renter's vessel towed out of the Marina and stored, at the slip owner's expense, if a completed and signed rental agreement is not received.

43. Any complaints are to be made to a board member in writing, and the name of the complainant must accompany the complaint.
44. Members and renters are to keep within the bounds of propriety when using their boats and in particular when entertaining on them. Owners and renters are to keep noise down to reasonable levels so as not to annoy or disturb other owners and renters using marina facilities. Quiet hours are from 10:30 PM to 9 AM on weekdays, and 12 AM to 9 AM Friday to Sunday and holidays.
45. All no wake signs must be observed and all boats must be equipped and operated safely and according to law. All boats in the marina shall be compliant with U.S. Coast Guard safety regulations and must be able to pass a U.S. Coast Guard safety inspection.
46. The Marina Village Dock Owners association requires all owners contact information to include email and must be notified if you change your address, email address or phone number. The marina needs a current phone number in case you must be contacted due to an emergency. If a dock is sold, the seller must provide the name and address of the new owner to the Board.
47. All golf cart owners and/or users agree to hold harmless Marina Village and all dock owners for any accident that may result in injury or property damage to themselves or to others as a result of golf cart usage. Operation of a golf cart by persons under the age of 16 is not permitted.
48. "For Sale" and/or "For Rent" and or any other types of signs cannot be placed any where on Marina Village property except on the owner's dock box. Such signs shall be no larger than 18 inches by 18 inches. Owners are responsible for removing any tape marks left on dock boxes. Boat for sale signs can be displayed on boats in the marina at the owner's discretion, provided they are not excessively large and unsightly. This does not apply to official marina signs such as speed limit, private property, dock label signs etc.
49. Any changes, additions or deletions to these rules will be provided to owners as they occur. Owners are responsible to provide such changes, additions or deletions to their renter(s) if applicable.
50. Owners who are husband and wife cannot serve on the board of directors at the same time.
51. The numbers of board members have been changed from five to seven as of May 18, 2017..

52. Owner names who are not in good standing with the MVDOA rules and regulations will be posted on the bulletin board and on the web site.

53. All announcements news etc. about MVDOA will be posted to the MVDOA web site [www.marinavillageky.net](http://www.marinavillageky.net). It is the responsibility of the owner or renter to obtain all information from this site.

Any correspondence to a Marina Village Board member can be mailed, emailed to or contacted at the information below.

Marina Village  
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