# Ambassador Club of Naples, Inc 1910 Gulf Shore Blvd. N. Naples, FL 34102

## HOUSE RULES - PART "B" - MEMBERS Docks & Boat Slips

### A. Usage of dock space:

- 1. The boat docks are owned by the Ambassador Club and are common grounds. Dock spaces are for use by Unit Owners/Lessees only and are for their use with the approval of the Board of Directors.
- 2. Usage of Ambassador Club Association dock space shall be limited to Unit Owners/Lessees based on availability, and the submission of an application for space to the Board of Directors and Dock Master.
- 3. Dock space, if available, may be used by an owner who does not own a boat at the time of application but who can show proof of purchase or lease of a boat within six (6) months after the effective date of the signed user application.
- 4. Usage of dock space shall be from the date of the approval of the Board of Directors until cancellation as provided below.

#### B. Application for Owner/User dock space:

- 1. Unit owners desiring dock space for themselves or a lessee shall complete an application and submit same to the Board of Directors and Dock Master.
- 2. If dock space is available and the applicant meets the requirements of the Association and these rules and regulations, the Board of Directors will provide an Owner/User agreement for signature and assign the available space.
- 3. If dock space is not available when the application is made, the applicant's name shall be placed on the waiting list and space will be assigned when the applicant's turn for assignment comes up.
- 4. Unless otherwise approved by the Board of Directors, use of dock space shall be limited to boats at least twelve (12) feet in length and not in excess of thirty (30) feet in length by 11' 0" maximum beam.

## C. Users are subject to the following:

- 1. User fees shall be established and/or adjusted by the Board of Directors annually. User fees applicable at the time an Owner/User Agreement is signed shall remain in effect for the balance of the calendar year.
- 2. The User fee shall be paid upon signing of the Owner/User Agreement for the agreed upon term of dock lease for that season. The Owner may extend beyond the agreed upon term on a month to month basis if space is available and the Owner is in good standing. Thereafter, fees shall be due and payable at the beginning of each season and such fees shall not be refundable upon cancellation by either party.
- 3. The User must provide each of the items in the Owner/User Agreement before the boat may be moored in the dock space assigned. The agreement shall not be made effective unless this requirement is complied with.
- 4. An Owner/User Agreement may be cancelled by the boat owner upon written notification to the Board of Directors. No refund shall be made for prepaid user fees.
- 5. Non-payment of user fee when due or violation of the rules and regulations shall be considered as just cause for the cancellation of the Owner/User Agreement. Any such cancellation shall be in writing to the Owner/User and upon receipt of such notice, the Owner/User shall without recourse, remove the boat from assigned dock space. There shall be no refund of prepaid user fee. Owner/User agreements are automatically considered cancelled upon transfer of an apartment or expiration of a lease.

#### D. Other rules regarding use of Docks and Dock Space:

- 1. All boat owners must agree to and maintain Boat Liability Insurance for Florida and furnish proof of this insurance to the Board of Directors. It shall be the responsibility of every boat owner to immediately notify the Board if the boat owner's liability insurance, as required by the Owner/User Agreement, lapses or is cancelled by the insurance carrier of the boat owner. No boat may continue to be moored in the assigned space when the liability insurance is no longer effective. The Ambassador Club is not responsible for theft, vandalism, fire or other damage to boats and boat equipment while moored to or near the Ambassador Club slip or dock.
- Boats must be docked only in the space assigned under the owner/user agreement. Permission and approval is required by the Board of Directors for current users to switch dock space.

- 3. From 10:00 P.M. to 6:00 A.M. boat engines may not be run for more than five (5) minutes when moored at the dock.
- 4. All boats docked at the Ambassador Club docks must have valid registration certificates and numbers. Although not legally required, the Association recommends that all boats pass the U.S. Coast Guard Auxiliary Safety Inspection and display the current sticker on their boat.
- 5. Oil and fuel leaks must be repaired promptly.
- 6. No major repairs on boats are permitted while boats are moored at the docks.
- 7. The docked boat must be tied properly, maintained, seaworthy, not present an unsightly appearance, and must be used periodically during the time the boat occupies the dock space.
- 8. A unit owner presently with an Owner/User Agreement on a dock who desires to change docks shall make a written request to the Board of Directors. They shall be entitled to first choice of any dock becoming available prior to the offering of the available dock to the persons on the waiting list.
- 9. Only one (1) boat per unit is permitted. If, however, space is available a unit owner may dock a second boat with Board approval and at an additional annual monthly fee. An owner's or their guest's boat is permitted with permission of the Board of Directors for a maximum stay of seven (7) nights in any calendar year.
  - Boats must be moored parallel to one (1) dock only, with bow toward seawall.
- 10. Boat owners must exercise consideration in the use of their boats to restrict noise to a minimum particularly before 9:00 A.M. and after 9:00 P.M.
- 11. While docked, the use of radios, hi-fi's, TV sets, etc. must be kept at a volume which is not audible to residents. Also, no cooking, eating, drinking, partying, sleeping or living on board. (See Naples Comprehensive Code, Subsection 10-6-1)
- 12. Boats with toilets using the docks will be equipped with treatment facilities approved by the Department of Pollution Control, or boats using the docks must be equipped with the holding tanks that will not be discharged at or near the docks.
- 13. Fishing from the seawall or designated dock is permitted by members and their house guests. No fish cleaning is permitted on the docks, seawall or lawn.
- 14. Since it may be necessary from time to time to dry out equipment from the boats, it should be spread out on the boat, not on the dock or the surrounding area and stowed away as soon as possible.

- 15. Maintenance work on boats is restricted to the hours of 9:00 A.M. to 5:00 P.M. All walkways and dock areas must be kept clear except when loading or unloading.
- 16. Boats are to be properly secured to pilings, cleats, rings, etc. by their lines. Hoses and boat lines are to be neatly placed and coiled when not in use. Engines or motors are not to be run unnecessarily while at the dock.
- 17. Additional pilings needed to secure a boat are to be paid for by the boat owner, as is any dredging of the slip. Board approval is required for proper location. If additional pilings are required to comply with proper docking rules they are to be installed prior to using the assigned slip.
- 18. Annual User Charge: \$ 100 per month with a minimum of 3 months usage term. The Owner may extend beyond the agreed upon term on a month to month basis if space is available and the Owner is in good standing.
  - An application and email shall be sent to the attention of the Dock Master, c/o Property Manager, at propertymanager1910@gmail.com and payment shall be mailed to Dock Master, c/o Property Manager, 1910 Gulf Shore Blvd. N., Naples, FL 34102.
- 19. Electricity and water will be provided. The proceeds from the boat user fee will be applied to defray utility expenses. The Board has the right to retroactively make an additional charge for excessive use of utilities.
- 20. No boat lifts are to be installed.
- 21. No water jet boats or jet skis are allowed to be moored at the dock space rented by the Unit Owner/Lessee. An owner's or their guest's jet boat or jet ski is permitted with permission of the Board of Directors for a maximum stay of seven (7) nights in any calendar year.
- 22. No cigarettes or other high-powered boats allowed.
- 23. Children must not play on or around boats.
- 24. Those boats currently not complying with the above rules have sixty (60) days to do so.
- E. Usage of floating dock and kayak/paddleboard storage racks:
  - The floating dock and kayak/paddleboard storage racks are a community asset designed to make water access safer and easier for Unit Owners/Lessees and their guests.

- 2. The floating dock and kayak/paddleboard storage racks are owned by the Ambassador Club and are common grounds. They are for use by all Unit Owner/Lessees and their guests.
- 3. Kayak/paddleboard storage racks have limited spaces, and their use is based on availability, and the submission of an application and user fees to the Dock Master, c/o Property Manager.

## F. Application for Owner/User storage rack space:

- 1. Unit Owners/Lessees desiring a kayak/paddleboard storage rack space shall complete an application and email it to the attention of the Dock Master, c/o Property Manager, at propertymanager1910@gmail.com and shall mail the payment to Dock Master, c/o Property Manager, 1910 Gulf Shore Blvd. N., Naples, FL 34102.
- 2. Upon receipt of a completed application and payment, the Dock Master will inform the applicant of their assigned storage rack number for each month rented.
- 3. A Unit Owner/Lessee can rent only one (1) space on the rack on the floating dock, unless all spaces are not assigned. An additional space can be rented on the land rack, if available. A Unit Owner/Lessee can rent no more than two (2) spaces at any time, unless approved by the Board of Directors.
- 4. If storage rack space is not available, a waiting list will be created and space allocated on a first come first serve basis. The Dock Master will allocate based on fairness to all.
- 5. At the termination of the rental period, if the Unit Owner/Lessee does not extend the rental period, Unit Owner is responsible for removing the kayak/paddleboard from the storage rack.

#### G. Other rules regarding use of floating dock and storage racks

- 1. All kayaks/paddleboards must be secured to the storage rack by straps or cords to prevent dislodgement by wind or people. If there is an impending hurricane, all kayaks/paddleboards shall be brought into the owner's unit or stored elsewhere.
- 2. If the Unit Owner/Lessee of a kayak/paddleboard stored on a storage rack is absent from the Ambassador Club greater than 2 weeks, they shall either bring the kayak/paddleboard inside their unit or store it elsewhere to avoid potential damage to property if it should come dislodged.
- 3. Related kayak and paddleboard equipment such as paddles, life vests, towels, etc. shall not be left on the floating dock or racks for extended periods of time.

- 4. Removal of any kayak, paddleboard or related equipment of a Unit Owner by the Ambassador Club due to any reason stated in these House Rules will incur a \$50 fee by the Unit Owner.
- 5. The Ambassador Club is not responsible or liable for injury, theft, vandalism, loss or any damage while using the floating docks or storage racks.
- 6. The rules in Sections E, F, and G apply only to kayaks and paddleboards.

Revisions adopted: November 18, 2021