

Dock

1. The dock is the property of River Key Condominium Association, Inc., pursuant to the Right of Way Permit Number 5197 issued by the South Florida Water Management District.
2. The Association shall lease/assign the boat slips at the dock for a monthly rental fee to be paid by the individuals leasing the slip. This rental fee shall be in addition to the normal assessments associated with their units.
3. The rental of a slip at the dock shall be on a first-come-first-served basis and may only be leased/assigned to residents living in the community. An owner who is a non-resident is not permitted to lease a slip unless their tenant is renting the slip and has been approved. All residents who wish to be assigned/leased a slip must complete an application/written agreement, provide a copy of the boat registration, furnish proof of insurance for said vessel and submit a \$150.00 deposit that will go towards the first month's payment should the Board of Directors approve said lease/assignment.
4. In the event that there are no open slips, a unit owner wishing to lease a slip that becomes available in the future must request their desire to lease a slip in writing to the Board of Directors, complete an application/written agreement and submit a \$150.00 deposit to be placed on the slip waiting list. When a slip is available, the unit owner at the top of the waiting list will be offered the slip, and shall have seventy-two (72) hours to accept or reject, in writing, said slip. If the slip is accepted, an application/written agreement will be provided for said resident to complete, and the slip lessee will immediately begin paying the slip fee. Note, the \$150.00 deposit as stated in the preceding sentences shall be applied to the first month's payment.
5. The unit owner/resident shall have forty-five (45) days to moor their vessel in the slip they are renting and/or show documentation and registration of boat ownership or lease. In the event that the slip lessee fails to moor a vessel and/or provide proof of their ownership or lease of a vessel within the forty-five (45) day timeframe, their lease of the slip shall terminate at the discretion of the Board of Directors.
6. Any unit owner who is sixty (60) days or more in arrears on their condominium maintenance assessments will forfeit their dock slip. Once all assessments, including any late fees, interest, and/or attorneys' fees and costs, are brought current, the Member may submit a new written request, along with a \$150.00 deposit, to be placed on the waiting list.

7. A unit owner may lease only one (1) slip per unit, regardless of the number of units they own. Anyone who is leasing/been assigned a boat slip must be a resident in the community.
8. The lease/assignment of a slip shall commence the first of the month, and such slip rental fee shall be due and payable monthly to the Association on the first day of each and every subsequent month for the duration of the lease. An installment of slip rental not paid within ten (10) days from the date upon which it is due shall be considered delinquent, shall bear interest at the highest rate permitted by law per annum from the date when due until paid, and, in addition, a late charge of twenty-five dollars (\$25.00) shall be imposed and the account shall remain delinquent until fully paid, together with the interest and late charges due thereon. If such delinquency is not cured within sixty (60) days from the date the same occurred, the balance of the slip rental for the balance of the calendar year in which such delinquency occurs shall become immediately due and payable, and the Association shall cause a written notice to be served upon the delinquent unit owner by certified mail, said notice to state the amount of such rental due as of the date of the notice together with all interest and late charges. If the amounts shown to be due in said notice are not paid within fifteen (15) days from receipt thereof, which receipt shall be evidenced by the certified mail return receipt, this slip lease shall be permanently terminated and cancelled, and the slip shall become available for rental to other unit owners in the condominium. Any sums remaining unpaid upon cancellation may be collected by suit and to which shall be added the costs of any such action and reasonable attorneys' fees.
9. Slips will be leased only to residents of River Key. Lessees of slips must provide the Association with proof of ownership or lease of the vessel to be moored at the dock.
10. Only residents of River Key condominium units may moor their vessels at the slip they are leasing. If you are a tenant, you must have permission from your Landlord to lease a slip and the Landlord must agree and sign application also.
11. The dock is intended only for the keeping and routine simple maintenance of vessels moored there. The dock is not to be used for any other activities including, but not limited to, fishing, swimming, sunbathing, barbecuing etc.
12. Children under the age of 13 years should not be permitted on the dock unless accompanied by an adult.

13. A vessel moored at the dock, including any outboard motors, must not exceed thirty (30) feet in length or nine (9) feet in width.
14. The lessee of a slip shall be a condominium unit owner and member of the Association at all times during the term of their lease of a slip, and the docking privileges leased to the owner of a unit shall not be deemed to be a right or interest passing to or with the ownership of such unit, but shall be deemed to be a separate interest; that in the event the holder of such docking privilege shall terminate their membership in the Association, then their slip lease shall immediately and automatically terminate upon the termination of their membership in the Association.
15. The purpose of the dock is to provide moorings for Residents of River Key. Therefore, any slips which remain empty for more than ninety (90) days shall be declared vacant by the Board of Directors, and the slip will pass to a new unit owner that is a resident in the community.
16. The Association alone is permitted to maintain, repair, modify, or replace the dock. Slip lessees shall not perform any maintenance or repairs and shall not modify the dock or the slips in any way. In the event that a slip lessee is determined to have performed any unauthorized maintenance, repairs, damage or modifications to the dock or slips, it shall be grounds for immediate termination of the slip lease, and the lessee shall be liable to the Association for all expenses incurred in returning the dock and/or slips to their original condition, with said expenses becoming an assessment against the unit of the slip lessee.
17. The lessee shall not assign their lease nor sublet their slip, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than for the keeping and routine simple maintenance of vessels.
18. The dock is not a storage area and shall be kept free and clear of any personal items except for a brief period during the loading and/or unloading of same from a vessel. Any personal property left unattended on the dock shall be deemed the property of the Association and may be disposed of accordingly.

19. The dock is intended only for the personal and recreational use of the slip lessees and their invited guests. Commercial use by a slip lessee is prohibited, and no charters, sight-seeing, water-taxi, or rental of vessels from the dock are permissible. In the event that it is determined that a slip lessee is utilizing the dock for a commercial purpose, it shall be grounds for immediate termination of the slip lease, and the lessee shall be liable to the Association for all expenses incurred due to the commercial use, with said expenses becoming an assessment against the unit of the slip lessee.
20. The mooring of a vessel at the dock shall be at the risk of the slip lessee. The Association shall not bear any liability for damage or destruction of a vessel moored at the dock due to theft, fire, or any damage purportedly caused by the dock to a vessel.
21. All vessels moored at the dock are to be seaworthy, in good working order and appearance at all times. Any temporary “fixes” for operation or appearance are to be corrected immediately. All vessels must be capable of powering in and out of their assigned slip at any given time. Vessels that are without an operational engine shall have two (2) weeks to become operational, and the owner must keep the Board of Directors informed as to the status. Only minor, routine maintenance work is permitted at the River Key dock.
22. The following information must be provided to the Board of Directors:
 - a. A copy of proof of ownership or lease of the vessel you intend to moor at the dock, such as a copy of the registration for the vessel. Owners are responsible for submitting copies of new or changed registrations to the Board of Directors.
 - b. A copy of your liability insurance for the vessel, with an endorsement naming River Key Condominium Association, Inc. as an additional insured. A copy of the insurance binder will be acceptable. Owners are responsible for submitting copies of new or changes to insurance to the Board of Directors.

23. The following watercraft are not permitted to be moored at the River Key docks:
- a. Boats under fifteen (15) feet
 - b. Hardbottom rafts or RHIBs
 - c. Rafts of any size
 - d. Jet skis
 - e. Kayaks
 - f. Canoes
 - g. Air boats
 - h. Sailboats of any size without a motor
 - i. Airplanes
 - j. Paddle boards
24. Engine noise should be kept to a minimum. This means no revving of engines or extended idling at the dock or in the canal.
25. All vessels must be secured so as to not endanger other vessels, the dock, or sea walls. The Association retains the right to board any vessel and retie the lines if necessary. Slip lessees are further responsible for having their vessels removed from the dock when a hurricane warning is issued by the National Weather Service. Each slip lessee will hold the condominium harmless and indemnify for any damages caused by failure to comply with this requirement. Any slip lessee who does not move their vessel as required due to a hurricane warning shall forfeit their slip and remove their vessel within seven (7) days after the storm has passed.