

VENETIAN SHORES YACHTING ASSOCIATION, INC.  
c/o Harbor Management Services  
P.O. Box 924176  
Homestead, FL 33033

### MARINA RULES AND REGULATIONS

Revised & Effective: August 19, 2023

These rules apply to all vessels docked either temporarily or permanently in the Venetian Shores Yachting Association Marina. It is the slip assignee's responsibility to abide by these rules and to ensure their guests and/or renters abide by these rules.

1. The Marina Manager is authorized by the Board of Directors to manage the marina and to enforce the Marina Rules as stated in this document.
  - (a) Manager and/or Board of Directors have the final approval regarding dockage.
  - (b) Any vessel which in the judgment of the manager and/or Board of Directors may be a potential cause of damage to the pilings, cleats, seawall, or neighboring boats, or property, may be refused dockage and is subject to removal.
  - (c) Any vessel, which in the judgment of the manager and/or Board of Directors is a hazard to navigation, may be refused dockage and is subject to removal.
2. Manager must be notified in writing (mail to Harbor Management Services, P.O. Box 924176 Homestead, FL 33033, or e-mail Keys@HarborMS.com), of vessels to be docked in the marina including description, registration numbers, size, and insurance details, including a copy of a liability policy.
3. Size limitation: No Vessel may be docked that TOUCHES or RESTS on a piling; the vessels beam at its widest point shall have at least a six-inch clearance on each side at a rest position. No vessel, which in the judgment of the manager and/or Board of Directors is of so great in length or width as to cause a hazard to navigation or potential damage to the pilings, cleats, seawall, or neighboring boats, or property, may not dock in the marina at any time. IN NO EVENT SHALL THE MAXIMUM BEAM OF A VESSEL EXCEED 12'6" IN WIDTH INCLUDING RUB RAILS.
  - (a) The maximum boat length will be defined as a 40' overall length from tip of bow, including any pulpits, anchor brackets/anchors and so on to the rear of the boat, including outboards in the full up position.
  - (b) At no time shall any part of the vessel overhang or interfere with the passageway on the marina walk. Locations of the slips, i.e., locations on the curves within the marina, may require additional restrictions on length and width.
4. All vessels must have proper mooring lines and must be secured via the cleats and pilings of its assigned slip. Mooring lines must not block or otherwise interfere with access to or dockage in any slip other than the vessel's assigned slip. All vessels must be secured with mooring lines only; no fore or aft anchors are permitted.
5. Insurance: All vessels either temporarily or permanently docked in the Marina shall provide the manager with a copy of a current active Certificate of Insurance. At a minimum, the policy must provide for \$300,000 liability coverage naming the Venetian Shores Yachting Association as additional insured, plus hull, fire and distressed/damaged vessel removal coverages.
6. In compliance with County Statute and the Venetian Shores Yachting Association charter, overnight stays aboard any vessel and live-a-boards are prohibited at all times.

7. Dumping of any waste or trash of any kind in the Marina is prohibited.
8. Commercial activities and commercial vessels are prohibited within the Marina.
9. Written permission and added fees are conditions for operating air-conditioners aboard any vessel while docked at the Marina.
10. The Marina walkway shall be as clear as possible: lines, hoses and cables shall be neatly and safely tied or coiled. There shall be NO dock boxes, bait wells or other objects stored on the walkway or surrounding areas. Items that pose a hazard or are a potential cause of accident or hazard will be removed without notice.
11. No nails or other objects — except for lines, approved line holders and cones shall be attached or otherwise mounted to the pilings. Slip assignees will be held responsible for damage caused by violation of this rule.
12. Slip assignees will be held responsible for all damage caused by any vessel docked in their assigned slip. This damage includes but is not limited to damage to the pilings, cleats, seawall, or neighboring property or vessels.
13. No maintenance or repair work shall be conducted on VSYA grounds. Maintenance and repair work, if necessary, shall be confined to and completed on board the vessel.
14. In the event of severe or otherwise hazardous weather, it is the slip assignee's and vessel owner's responsibility to move or secure the vessel. The Association accepts no responsibility or liability for these duties or damage caused by inadequate or improper action.
15. Dockage in the Venetian Shores Yachting Association, Inc. marina constitutes acceptance of these rules and agreement by both the slip assignee and vessel owner to abide by all rules.
16. Boat washing or car washing is prohibited in the marina parking area.
17. Overnight parking on the Marina grounds is prohibited.
18. Use or storage of bicycles, skateboards and skates on the Marina walkway is prohibited.
19. RENTALS: Slip assignees renting their slips will be responsible for their renter's conduct and adherence to marina rules. Slip assignee will be responsible for any damages, physical or monetary, to the marina or other vessels. Assignee must register their renter prior to dockage. The following requirements will be necessary to register a renter:
  - (a) Assignee must obtain, complete, and deliver a SLIP RENTAL APPLICATION to the manager prior to dockage.
  - (b) Assignee shall provide manager with a current Certificate of Insurance on the vessel as outlined in Rule #5.
  - (c) Slip assignee will be responsible for determining that the renter's vessel complies with the marina rules. The expense of any damage caused by a renter's vessel will be charged to the slip assignee.
  - (d) VSYA members may only rent their slips to other members of VSYA or to annual renters or residents of OUR subdivision of Venetian Shores (Gulfside Drive, San Juan Drive, Venetian Way and San Marco Drive).
  - (e) Guest: A person who is either visiting a VSYA member, or visiting a tenant of a VSYA member, is limited to a maximum 72-hour period. If that person pays any consideration for the right to occupy a VSYA member's property, that person is deemed to be a renter and not a guest. Consideration is not limited to monetary consideration and shall include other consideration, such as exchanging other rights or privileges, or paying fees or utilities or other exchanges for the opportunity to stay at the property. The Guest must provide the property manager with a completed Guest Slip Usage form, including a copy of the vessel insurance naming VSYA as an additional insured, prior to docking at the VSYA marina.

20. Boat lifts will be allowed in the marina providing the following specifications and procedures are followed. All installations are subject to the approval of the VSYA Board of Directors.

BOAT LIFT SPECIFICATIONS:

- Boat lifts of any kind are allowed within the marina slips if the member has obtained Board approval and completed the Boat Lift Application.
- No part of a lift, or a boat on a lift, may impact access to another slip.
- The slip assignee must provide their own power. If proposed lift requires 220V, the member is responsible to pay for the installation of new wiring and provide documentation of liability insurance releasing VSYA from all liability.
- All new lifts that require power must have a power cord that can plug into a receptacle that is either attached to the existing pedestal or a new pedestal and cannot be hard-wired. The power cord cannot be plugged in when the lift is not in use.
- Boats on lifts must be secured to the dock and pilings to prevent movement in the event of a lift malfunction.  
No lifts can be attached to the sea wall or existing pilings.  
Any new pilings (if applicable) cannot be installed more than 3' behind the existing pilings.
- Maximum lift capacity is 18,000 lbs.

PROCEDURES TO INSTALL A BOAT LIFT:

See Boat Lift Application for procedures.

21. FINGER PIERS:

- Any future finger pier installation cannot encroach upon the neighboring slip without written permission from the slip holder.
- Maintenance, repair, and upkeep are the responsibility of each slip holder(s).
- Finger piers will be owned individually by each slip holder(s).
- Finger piers must be maintained at all times.
- In the event a finger pier is in disrepair and the slip holder(s) refuse to maintain it, VSYA has the right to bring the finger pier back to its original specifications/condition and bill the slip holder(s) for repairs.
- Any damage to the walkways or any part of the marina caused by a finger pier installation will be the responsibility of the slip holder(s). VSYA can have repairs made, as needed, and bill the responsible parties for the repairs.
- All finger piers must be constructed the same using the same materials (including color).
- Any variations of the existing design must be approved by the Board and would be the responsibility of the member to obtain additional permits.