



2023 Rules We Boat By

Pelican Cove Condominium Association, Inc.

1615 Pelican Point Drive

Sarasota, FL 34231

Phone: (941) 966-5674

Fax: (941) 966-6324

Email: info@pelicancovecondo.com

IMPORTANT INFORMATION

EMERGENCY 911

Pelican Cove Business Office(941) 966-5674
Open Mon.-Fri. 8:30 am – 5:00 pm info@pelicancovecondo.com
(Closed 12-1:00 pm)

Pelican Cove Gatehouse (24 hrs.)(941) 966-2992
pcgatehouse@pelicancovecondo.com

Sarasota County311

Sarasota County Police Department(941) 263-6773

Sarasota County Sheriff’s Office (Non-emergency)(941) 316-1199

Florida Fish and Wildlife(888) 404-3922
(Wildlife Alert Hotline – injuries or crimes)

PCCA Harbor Committee Chairperson Den McCrumb

PCCA Harbor Committee HarbormastersJim Crowell
Rich Finkle

**The information contained herein was approved by the
Pelican Cove Board of Directors
May 16, 2023**

Pelican Cove Harbor Committee

RULES WE BOAT BY

2023

**GENERAL INFORMATION
POLICIES AND RULES WE BOAT BY
Boating, Kayaking, Paddleboard and Canoeing**

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GENERAL INFORMATION

THE FOLLOWING GENERAL INFORMATION, POLICES, AND RULES WE BOAT BY ARE APPLICABLE TO ALL BOATS, CANOES, PADDLEBOARDS AND KAYAKS, WHETHER IN WET OR DRY STORAGE, IN THE HARBOR AND THE IMMEDIATE WATERWAYS.

It is recognized that no set of policies and rules will cover all possible situations at all times. Common courtesy and good boating practices are encouraged and expected.

Manatees in PC Harbor: Year-round Manatees visit and reside in the PC Harbor, the Cut and the passage between the first markers and the Intracoastal Waterway. All boats are advised to take necessary precautions when making passage through these areas. Proceed at slow-speed minimum wake while approaching the Intracoastal in Little Sarasota Bay, idle speed in cut, Clower Creek and PC Harbor.

DEFINITIONS

- A. A 'Vessel' per Florida Statute 715.07 (4) is any boat, kayak or canoe.
- B. A 'Boat' is referred to as any power/sail boat, kayak or canoe.
- C. A "Transient Boat" is any boat, kayak or canoe owned by a non-resident, resident or renter stored in a wet slip or dry rack that does not have a valid and current Pelican Cove lease.
- D. *Dry storage* is a kayak, paddleboard or canoe that is stored on land or over water in a designated/assigned space on Pelican Cove property. E. *Wet storage* is a boat assigned a slip in the water.
- F. "Association" stands for Pelican Cove Condominium Association, Inc.
- G. "PC" stands for Pelican Cove.
- H. "HC" stands for Harbor Committee.
- I. "HM" stands for Harbor Master.
- J. "RWBB" stands for Rules We Boat By.
- K. "Management" includes the President, the Board and the General Manager.

GENERAL POLICY AND RULES WE BOAT BY

The following rules and regulations are applicable to all residents, guests, boat slips, and kayak racks.

1. Only pleasure boats may operate from the harbor.
2. No commercial ventures of any kind may be conducted. Chartering, leasing or renting a boat constitutes commercial use.
3. The arrival of all visiting boaters must be reported to the PC Office as soon as possible or to the Gatehouse if the Office is closed.

4. The Harbor Committee develops policies and procedures on all matters related to the operation and maintenance of the Pelican Cove harbor and other boating related issues within Pelican Cove. In addition, the Committee assures compliance of the boat owners with rules and regulations approved by the Board of Directors for use of the harbor and for the safe docking of boats. Harbor maintenance issues are best addressed by completing a "Work Request" form available on the PC website or from the PC Office.
5. The harbor accommodates wet boat slips with lengths of 15, 20, 25, 30, 32, 36 and 40 feet and dry storage racks for kayaks, paddleboards or canoes is available in various locations around the harbor, on land around the property, and within the harbor.
6. The fees for wet and dry storage are determined each year as a part of the Association's annual operating budget process and are available at the PC Office.
7. The Harbor Committee reserves the right to deny storage of any boat if in its determination the overall size of the boat exceeds the capacity of the slip/rack, and/or constitutes a hazard.
8. Only pleasure boats may operate from or be stored in Pelican Cove Harbor. Commercial boats are not allowed.
9. The PC Office manages/administers all leases and storage transactions. A lease cannot be transferred to another resident, even temporarily.
10. Handrails are provided around the harbor for the safety of residents and guests. No one is to sit on handrails. Main walkways and fishing pier are available to all residents and guests. However, caution should be taken on the finger piers as they are often in use by boat owners in loading and off-loading, for personal equipment and for the general service and maintenance of their boats.
11. All boats must comply with all applicable local, state and federal rules and regulations, including maintaining up to date registration and documentation.
12. Any boat docked or stored in the Harbor must be wholly or jointly owned by Pelican Cove Unit Owner(s) or renters.
13. Charters, leasing or renting a boat constitutes commercial use and is not allowed. Any lessee whose boat is held, designated or placed in service for commercial ventures at any time will be subject to cancellation/termination of his or her lease.
14. Slips, canoes, paddleboards, and kayak racks are restricted for use by PC residents who have a current lease and have been assigned space by the Association. Paddleboards may be stored on or concurrent with kayaks or 2 paddleboards on a leased kayak rack.

15. Routine boat maintenance in the harbor is permitted. *Major repairs must be performed on an emergency basis only with permission from the HM or his designate.* Spray painting or welding will not be allowed.
16. Routine fueling of a vessel in the harbor is strictly prohibited.
17. Motor and engine warm-up periods within the confines of the harbor will be limited to a maximum of five minutes. (This will not apply while an engine is being repaired).
18. Littering or discarding refuse on docks or in the water is strictly prohibited.
19. Living aboard a boat overnight is prohibited.
20. Running, cycling, skating, skate boards and pets are strictly prohibited on all docks with the exception of service dogs or taking dogs to a boat.
21. Children under 12 on the main dock walkways and fishing piers must be accompanied by an adult. It is recommended that life jackets be worn.
22. Under NO circumstances will a boat be left unattended while the engine(s) is/are running.
23. All Boats residing in the harbor, with the exception of those that have a self-bailing feature and are designed to prevent rain water from entering the interior, are required to have installed at least one working automatic battery-operated bilge pump of the appropriate size for the boat. The water pickup for this device must be in the lowest part of the boat and fastened securely.

BOAT OWNER RESPONSIBILITIES

1. Any damage of any nature noted by an owner/operator shall be reported immediately to the HM and Management, or, in their absence, to the Gatehouse.
2. The HM, or his/her designees or Management, has the right to board the boat to take action deemed necessary for the safety of the boat, of other boats in the area, and to protect the dock and walkways including the electrical and plumbing systems from potential damage.
3. Appropriate precautions must be taken when charging batteries on board any boat due to potential damage from electrolysis to the boat as well as neighboring vessels.
4. Boat owners must remove battery cables (preferably both, but at least the ground) from the battery when charging it. The exception would be for boats with a permanently installed and approved marine charging system.
5. All boat owners/operators are responsible for their boats and equipment and for any damage caused by same, including electrolysis.

6. All boat owners must maintain adequate liability, and property & personal injury insurance coverage for their boat(s) as a condition of the Pelican Cove Lease Agreement.
7. All boats in wet slips in the harbor will be kept in a safe and operable condition such that they can be moved under their own power at any time. No boat shall exhibit an unclean appearance including, but not limited to, mold, rot, deteriorating equipment including seats, cushions, bimini and sail covers. In the event a boat owner neglects to maintain this standard of cleanliness and fails to respond to two requests from the Harbor Master and/or Management to the satisfaction of the Harbor Master and/or Harbor Committee, the Harbor Committee will request approval from the Board for Management to contract an outside service provider to clean the boat with all associated costs charged to the owner of the boat. The process works as follows:
 - a) First Request, by personal direct contact via face to face, phone, or email requiring cleanup within 10 days of the date of the request.
 - b) Second request, if needed, the boat owner having failed to clean the boat within the initial 10-day period will be sent a certified letter by mail. If the boat owner fails to clean the boat within this additional 10-day period from the date of the letter to the satisfaction of the Harbor Master and/or Harbor Committee, the Harbor Committee will formally request the Board to approve the hiring of an outside service provider(s) to complete the cleaning.
 - c) With Board approval, Management will contact an outside provider(s) to perform this service, provide minimum 72-hour notice to the owner, via certified mail, of the date and time of the cleaning, and charge the owner all associated costs.

DUTIES OF THE HARBOR MASTER (OR HIS DESIGNEE)

The HM is a member of the Harbor Committee. Works with boat owners to determine suitable slip assignments, docking techniques, hurricane preparedness, harbor and boating rules and regulations (RWBB). Assigns boat slips for final approval by Management. The HM supervises the day-to-day operation of the Harbor in coordination with Management by making weekly inspections of the boats and Harbor, and reporting any boardwalk, piling or safety problems to the PC Office via a Work Request form. In the absence of the HM, a designee from the Harbor Committee may be appointed to perform the weekly inspections. The HM can assist when asked in: resolving disputes between boat owners; bringing issues when practical to the HC; and coordinating with the HC Chair and Management regarding the action to be taken for harbor rule disputes/violations.

Line of Command: Harbor Master, Harbor Committee Chair, Management, Board of Directors.

KAYAK/PADDLEBOARD/CANOE RACK OWNER RESPONSIBILITIES

Assignment of Dry Kayak/Paddleboard/Canoe Racks: Storage racks are located at four locations within Pelican Cove. Dry kayak, paddleboard and canoe storage will be assigned on the same terms and conditions as wet boat slips with the exception that two (2) storage racks per unit will be allowed. The PC Office will maintain a

waiting list for storage space and a separate waiting list of those lessees requesting a different rack. Lessees will be accommodated on a first-come, first-serve basis. During pick-up and discharge of kayaks / canoes all vehicles must be parked in designated parking spaces.

TEMPORARY KAYAK /CANOE STORAGE

As an accommodation, the Association may provide temporary storage of kayaks that are brought to PC by guests or visiting family, at no charge, provided there is storage available. However, storage cannot exceed 14 days (2 weeks).

In January 2019, Neighbor to Neighbor was approved, as a goodwill program, allowing a resident with a current kayak lease to temporarily loan their storage to another resident, primarily during the summer or off season, not to exceed 180 days (6 months). Conditions apply, such as the borrowing resident must be on the current kayak wait / move list. Additionally, as there is no transfer of a lease in this arrangement, the loaning resident continues to be responsible that the borrowing resident follows the Terms/Conditions of the Lease Agreement and RWBB.

All kayaks/paddleboards/canoes participating in either of these two special programs must have a unique identification sticker attached to the boat;

- a. The sticker provided by the PC Office for a fee of \$5, and must be affixed to the bow of the boat corresponding to the number of the storage rack/space being occupied.
- b. All stickers must be visible.
- c. Any kayak/paddleboard/canoe without this identification sticker will be removed by the Association.

For full details/conditions of these two programs, contact the PC Office.

DUTIES OF THE KAYAK/PADDLEBOARD/CANOE COORDINATOR

The K/P/C coordinator is a member of the Harbor Committee. The K/P/C coordinator works with Pelican Cove Management and office administration to determine suitable storage, appropriate tie-down procedures are being practiced, hurricane preparedness, kayak rules and regulations (RWBB). The K/P/C coordinator signs-off on kayak leases and renewals before final approval by Pelican Cove Management; ensures that kayaks are in the correct assigned storage space and appropriate tie-down practices are being used by conducting an inspection twice a year (May and January) of all current kayak storage facilities on the property; and can assist when asked to resolve disputes and violations of the RWBB.

Line of Command: Harbor Committee, Management, Board of Directors. The Kayak/Paddleboard/Canoe Coordinator is a member of the Harbor Committee and reports to the Harbor Chair.

HURRICANE DAMAGE CONTROL REGULATIONS

1. Hurricane Damage Control Regulations are enacted primarily for the preservation of the dock walkways, piers and slips in the harbor. Failure to comply with these regulations may cause loss of boat slip or rack storage privileges and forfeiture of all fees previously paid to the Association.

2. Every owner, operator or other person responsible for the storage, maintenance and operation of any boat is required to read, understand and conform to these regulations. Such persons should also be aware of the location of electric switches and water valves for their location. *See CHART back cover.*
3. All owners of boats in wet slips are encouraged to dry-store their boats when leaving Pelican Cove for long periods of time during the hurricane "season", which is from June 1 through November 30.
4. Boat, kayak, and canoe owners must abide by the Hurricane Regulations in the *Rules We Boat By*.
5. Boat, kayak, paddleboard, and canoe owners are solely and completely responsible for the safety and security of their own boats and may take whatever additional precautions they deem prudent or necessary. All boat owners may be liable for damage to the property of others due to their negligence.
6. Failure to comply with the rules herein can result in significant penalties. Vessel owners are strongly encouraged to read, understand, and comply with these rules.
7. During the June 1 through November 30 hurricane period, all wet and dry lessees are required to be present to secure their boats. If lessees expect to be absent at any time during the hurricane season, they must secure a responsible local Sarasota resident to serve as an alternate who will be available in the lessee's absence. The Harbor Master must be informed of alternate party contact information. During this period, hurricane lines must be stored on boats that are in the harbor so lines will be instantly available if a Hurricane Watch is announced. The Harbormaster must be informed as to the specific location of these lines.
8. Only individuals securing boats or kayaks/paddleboards/canoes and working lines will be permitted on the dock walkways and piers once a Hurricane Watch is announced and do so solely at their own risk. Appropriate personal flotation devices must be worn at these times.
9. All canvas (Biminis, awnings, etc.) and sails should be removed or securely tied in position.
 - a. Owners of boats with outboard motors will place their motors in the down position for greater stability and to lessen the potential of damage to the piers and other vessels.
10. Electricity and water to the piers will be turned off by staff or the Harbor Master when the water level in the harbor approaches pier depth or sooner if considered necessary.
11. All boats in the harbor will be secured in their assigned slips with 3/8" or larger marine grade nylon line. See docking procedure on page 15. In the event there is no action taken by a boat owner or alternate to follow this procedure within the proper timeframe, the Harbor Master and/or volunteers will try to secure the vessel. As a consequence, the boat owner will be assessed a charge of \$350 plus the cost of any materials needed, such as dock lines.
12. All kayaks, paddleboards and canoes must be secured to the rack with marine grade, nylon dock lines that are at least 3/8" in diameter, or with tie-down strapping at all times. Bungee cords are NOT acceptable for use. Kayaks/paddleboard/canoes stored under the gazebo must be secured to the eye hook affixed to the gazebo over each designated space or tied around the nearest wooden post, if

available, to guard against kayaks/paddleboards/canoes floating away in the event of a water surge or very high tide. All paddles, life jackets, and other loose equipment must be removed. In the event there is no action taken by a kayak/paddleboard/canoe owner or alternate to follow this procedure within the proper timeframe, the Harbor Master and/or volunteers will try to secure the kayak/paddleboard/canoe. As a consequence, the kayak/paddleboard/canoe owner will be assessed a fee of \$350 plus the cost of any materials needed, such as tie-down strapping.

13. It may be necessary to remove security cables and locks placed by boat owners to allow for abnormally high water associated with hurricanes.

LEASE / PAYMENT AND STORAGE ASSIGNMENT POLICY

1. Anyone wishing wet or dry storage must inquire at the PC Office regarding the leasing procedures and space availability. The annual lease period will run from October 1 to September 30. If space is available, the boat owner may be advised to contact the Harbor Master or, in his absence, the HC Chair or, as appropriate, the Kayak/Paddleboard/Canoe Coordinator to select the space that best fits the size and type of the boat.
2. A lease agreement will be mailed by the Association to all wet slip, kayak and canoe lessees on or before September 1 of each year. Wet slip lessees will provide a copy of current boat registration and proof of insurance which must include a minimum of \$100,000 in liability coverage. Full payment must be received no later than September 30, unless the "Auto Deduct" option is selected. If not, a \$25 late fee will be applied and due immediately along with the slip fee. If full payment, including the late fees and required documents have not been received by close of business on October 10, the Association has the right to cancel the lease agreement. The boat owner will then be required to remove the boat from the assigned slip or rack within 10 days of notification of slip cancellation.
3. Payment can be made by check, made payable to the "Pelican Cove Condominium Association (PCCA)". Boat wet slip lessees ONLY may elect to make quarterly or full payment using the Association's Auto Debit plan. Kayak/Paddleboard/Canoe lessees may elect to make a one-time payment using the Association's Auto Debit plan. If Auto Debit is preferred, lessees must contact the PC Office to formally authorize payment and sign the documents necessary to initiate the process. There is no extra charge for the Auto Debit plan. It will remain enforce until cancelled in writing.
4. Once an assignment is made, the owner of the boat must return a completed lease package and payment within 10 days or the assignment may be cancelled.
5. If there is a waiting list, the storage space must be occupied within 90 days or the assignment may be terminated and the space assigned to the next individual on the waiting list unless the lessee provides evidence to the HM or Management that the delay is beyond his/her control. Lease fees paid during the 90 day or extended period are not refundable.

6. A new lease for a wet slip which has not been occupied within 90 days will be terminated. The application fee is non-refundable. However, the Association may waive this provision if there is no shortage of wet slips of the size of the slip involved or the boat owner provides a reasonable explanation as to the inability to occupy the slip.
7. All leases are paid in advance for a period of one year (12 months) and can be extended via a new lease agreement invoice that is distributed to all lessees as described in paragraphs 1-3 above. Prorated refunds, less a \$100 lease cancellation fee, will be made when a boat is sold or the owner sells his/her unit in Pelican Cove. Additional charges may be levied if there is damage to the slip or surrounding structures.
8. There is no refund if a kayak/paddleboard/canoe rack is given up during the period of the lease.
9. An exception to the annual lease period may be made for leases that are approved mid-term. Such leases will be prorated for that first year and on an annual basis thereafter. Another exception is a short-term lease which is a month-to-month agreement that is offered at four times the rate of an annual lease for the slip requested.
10. The Association has the right to sub-lease wet slips as an accommodation. The minimum short term lease period is one month. The sublease charge will be at the current rate for that slip in effect at that time, plus a onetime \$25.00, non-refundable set-up fee. Applications will be made through the same process as that used for annual leases.
11. If the owner/s or renter/s of a Pelican Cove condo unit wants to lease more than one wet boat slip, Management may approve such a lease subject to the following:
 - a. There is no waiting list for the size of the slip requested.
 - b. Every additional slip lease, per unit, after the first, will be conditional.
 - c. These conditional leases may be cancelled by the Association without cause on 30-day notice.
12. In the event there is a request for a first slip lease, and the harbor is 100% leased, the Association shall cancel a conditional lease of the requested slip size. Cancellations for this reason shall be on "LAST IN, FIRST OUT" basis.
13. If space is available, a renter may have the right to lease a wet slip, unless the owner of the unit already has a boat and a current lease. In this case for a renter to qualify for a wet slip, the owner must forfeit his/her right to a slip by cancelling the lease and removing his/her boat from the harbor.
14. Available wet and dry storage will be assigned on a first-come, first-serve basis to unit owners for their own personal use. A unit owner or renter occupying any given unit may lease only one (1) wet slip per unit. However, dry storage for a kayak/paddleboard/canoe is allowed up to two (2) racks per unit. Generally, renewed leases are assigned the same wet or dry storage location year after year.

15. Boats that are sold must be removed from wet or dry storage within 10 days from the date of sale.
16. If a unit owner sells his/her unit or a renter's lease expires or is terminated, the boat must be removed from wet or dry storage within 10 days of the date of termination of ownership or renter's lease of a unit.
17. Kayak, paddleboard and canoe storage racks are available for lease by Unit Owner and Renters. Additional guidelines and lease rates are available in the Pelican Cove Office.
18. All kayak/paddleboard/canoe lessees will be issued a decal by the Office showing the number of the assigned rack. The decal must be immediately affixed to the side of the kayak/paddleboard/canoe (positioned on the bow or forward part of the boat) so that it is clearly visible while stored on the rack. The cost of a replacement decal is \$5.
19. The Office will maintain a waiting list for wet and dry storage. A one-time reservation fee of \$25 per boat will be charged to be added to the wait list. This fee will be applied towards the cost of the initial lease. Individuals at the top of the waiting list will be notified of availability by phone or letter and will be allowed 10 days to accept assignment or be dropped from the list. An individual may refuse an assignment and remain on the waiting list but his/her name will be moved to the end of the list. The reservation fee for the wait list is not refundable.
20. A \$25 deposit is required of current wet or dry storage space residents who request to move to a different location to be placed on a "move request" list. For wet boat slips, this fee may be in addition to any increased cost of a larger boat slip. However, in the event the Harbor Committee initiates the relocation of a boat, this fee will be waived. This deposit is non-refundable, except as following:
 - a. The amount of deposit will be applied toward the cost of storage rental resulting from the newly assigned space on the next date such rental is due;
 - b. The lessee is no longer eligible for a rental space, e.g. if the lessee is no longer a resident of Pelican Cove;
 - c. The resident has been on the "move request" list for more than two consecutive years and asks to withdraw the request.
 - d. Available slips are offered to "move list" residents first, then to "wait list" residents second.
21. The Harbor Master works with boat owners to determine suitable wet slip assignments according to the length and beam of the boat and in such a manner as to provide safe docking. Normally, this means that the overall boat length may not exceed slip length and beam will not be so wide as to be a hazard to the dock or adjacent boats. However, exceptions may be permitted where it is determined by the HM that because of the specific location of the slip, the additional length or beam of a particular boat will not present a hazard or interfere with navigation.

22. The following tables are used as a guide for assigning boat slips as well as for billing purposes. Overall length includes all extensions of a boat, such as bow sprits, bow and stern platforms and pulpits. Slips also vary substantially in width. Ordinarily, a slip will not be assigned for a boat which will have less than one-foot clearance on each side.

<p>15 feet – Slip 58 20 feet - Slips 13 through 26, 48, 49, 59 25 feet - Slips 28 through 47, 57, and 60 - 87 30 feet - Slips 50 to 56 on the center pier</p>	<p>32 feet - Slips 7 and 10 36 feet - Slips 1 through 5, 8, 9, 11 and 12 40 feet - Slip 6 Kayak/Paddleboard/Canoe Launch Areas- Bayhouse Point, Harbor Gazebo at Slip 27, - East End of “L” Dock and EZ Launch at Slip 87</p>
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Larger than required slips, if available, may be assigned at the owner’s request. Under these conditions, the owner will pay the prevailing fee, or prorated portion, for the slip assigned and agrees to move to a slip adequate for his boat within 30 days after Harbor Committee notification if the assigned slip is more suitable for another boat. A prorated refund will be made for the differences in slip length.

The slip assignment is for the boat specified in the original Boat Slip Lease Agreement. An owner desiring to change boats or slips must receive approval through the office and this will include the Harbor Master’s authorization. In addition, if there are any changes in the type of boat, ownership or registration, you must inform the PC Office.

The Harbor Committee reserves the right to cancel or refuse renewal of wet or dry storage leases for the willful or repeated violation of these rules and regulations.

All boat slip lessees shall identify a local Alternate Contact, who’s Name, Current Phone Number and Email Address will appear on their respective lease contract. The alternate should be familiar with the operation of the boat for which they are responsible. If the alternate is unavailable, it is his or her responsibility to identify another alternate. If there are any changes to your alternate contact person, you must inform the PC Office.

POWER / SAILBOAT OPERATION IN THE HARBOR

1. The speed of any boat in any section of the harbor, including Clower Creek, extending westward to the inner markers must be kept at idle speed. Outside of channel and west of the inner markers, State and County operating rules prevail.
2. Idle speed means no wake.
3. All boats must be operated in a safe and courteous manner.

4. The least maneuverable boat has right of way.
5. Any boat with an un-muffled power plant will not be permitted in the harbor.

POWER / SAILBOAT - HOUSEKEEPING RULES

1. Tying lines between slips and personal equipment (i.e. ladders, compressors, grab handles, special docking systems, pulleys, eye hooks, weights and/or other hardware screwed, nailed or driven into pilings or the docks to attach bumpers, electrical cords, or hoses) are not allowed without written approval from the HM who will coordinate with the Harbor Committee.
2. An application to request approval to install personal equipment to the docking system is available on the Pelican Cove website or from the office.
3. Line holders attached to docking / outside pilings are not to be used for securing boats. They are only for storing / hanging docking lines temporarily while the boat is out of the slip or preventing lines from sliding down the pilings.
4. All boats will be maintained for a neat and eye-appealing appearance.
5. Discharge of marine toilets in the harbor is strictly prohibited.
6. Water hoses must be stored on hose racks, docking lines and electrical lines must be clear of the water, coiled and stored on the decking cleared of the walkway.
7. Hose bibs (faucets) must be turned off when not in use.
8. Miscellaneous equipment is prohibited on docks or finger piers without approval of the Harbor Committee or Harbor Master.
9. The locking of any equipment located on the docks is prohibited. The Association reserves the right to cut or break any locks located on the docks. Exceptions to this rule may be made by the Management only if a key or combination to the lock is provided to the office.
10. No permanent alterations will be made to slips or walkways without the recommendation of the Harbor Committee and the Board of Directors.

VISITING BOATS

1. The west dock at the harbor entrance is for emergency and short-term use only.

2. Occasional daytime docking of boats of residents or their guests to visit or take on passengers will be permitted without charge.
3. The duration of stay for a transient boat, kayak or canoe visiting Pelican Cove Harbor will not exceed five days per month.
4. Owners or guests arriving by boat may tie-up at the north side of the “L” pier during daylight hours without charge. The owner of a boat docking overnight must register in advance at the PC Office and pay a \$10 per night charge to the Association. If the visiting boat arrives after normal office hours, on a weekend or on a holiday, the owner of the boat is required to notify the Gatehouse upon arrival or phone the HM.
5. Sail or power boats operated by a guest of a resident, or by a resident bringing a boat into the harbor temporarily, may be docked at the north side of the center “L” dock. Overnight docking of boats, kayaks, paddleboards or canoes by owners or visitors with unassigned slips will require payment at the prevailing fee for overnight docking.
6. Visiting boats must comply with all the rules and regulations applicable to existing slip assignments.
7. Approved storage locations for kayaks, paddleboards and canoes, other than an assigned rack, are on a car-top carrier, within a condominium unit, or on a boat in an assigned boat slip.

BOAT LIFTS

1. Inflatable lifts are the only type of boat lift approved by the Association as stated in the Boat Slip Lease Agreement (see Lease & Terms #12). Any boat owner desiring an inflatable lift must first complete a Boat Lift Application / Rules / Regulations form available from the PC Office or PC website. This application details the conditions that accompany obtaining and maintaining an air lift in the harbor, including the need to obtain a permit from the Sarasota County Building Department and payment of a Resource Fee. No inflatable lift can be installed without the consent of the HC and written approval by Management.
2. Installed, inflatable lifts must be maintained in good condition. In the event a boat is removed for more than 30 days, the owner is required to also remove the inflatable lift. Failure to remove the lift after 30 days can result in a service charge of \$350 if the Association has to remove and store the airlift. For more information, including installation conditions, contact the Office.
3. Air lifts are to be kept in deflated positions when boat is removed from docking area for more than one day.

FISHING AND FISH CLEANING:

1. To promote sound fish cleaning practices and to support County and Florida State clean water management codes, cleaning of fish is allowed only at the fish cleaning station located at the end of L dock, followed by a thorough wash down of the area.
2. Fish waste, unwanted bait, or bait packaging may not be thrown into the harbor water.
3. Waste will be placed in sealed double plastic bags and deposited in the L Dock /Pier waste container located next to the fish cleaning station. Alternatively, freeze and reuse waste as chum or bait. Please remove waste bag and replace after completion of fish cleaning.
4. Fishing or crabbing is only permitted on main docks and walkways and must not interfere with the operation or docking of boats.

POLICY AND PROCEDURE FOR DEALING WITH ABANDONED BOATS, KAYAKS/PADDLEBOARDS/CANOES

The following will apply to all boats, kayaks/canoes where the owner is known and all boats, kayaks/paddleboard/canoes where the owner is unknown:

1. In the event an owner leaves a boat in wet storage or a kayak/canoe in a dry storage and has not paid for the annual lease within the 10-day grace period, PC Management will attempt to contact the owner via telephone, e-mail, or fax.
2. If the owner is found and pays the required leasing fee plus the \$25.00 late fee, the lease will be reinstated and the procedure will stop at this point.
3. If staff is unable to reach the owner by phone, e-mail, or fax, then a registered, return receipt requested letter will be sent to the owner's last address. The letter will inform the owner that payment on the lease and late fees are overdue, and the owner has 30 days from the date of letter to pay the past due lease fees and late fees. If there is no response within the 30-day period, the boat, kayak or canoe will be towed from Pelican Cove per section 715.07 (4) of the Florida Statutes Re; Towing of Vehicles and Vessels. See (IV. Towing Policy).
4. The owner of the boat, kayak or canoe in question will be required to reimburse PC Association for any administrative expenses or expenses incurred in the towing of the vessel which are not covered by the towing company.
5. Signed receipts indicating that the owner has received letters of notice from the PC Association and any returned letters will be kept on file in the PC administrative offices.
6. In the event a boat, kayak/paddleboard/canoe that has not been registered with the office is found in a slip or on a rack, a search of the Pelican Cove records will be made in an attempt to identify the

owner. If the owner is identified, the procedures noted above will be followed. If the owner is not identified, a notice will be placed on the boat, kayak/paddleboard/canoe stating that the above procedures will be implemented.

7. Kayaks/Paddleboard/Canoes left overnight in unapproved areas will be subject to a fine.

POLICY FOR TOWING VESSELS OR VEHICLES, PER FLORIDA STATUTES SECTION 715.07 (4):

1. PC must provide personal notice of intent to an owner that his vessel will be towed.
2. Per item (A) PC is not required to post a towing sign.
3. In the absence of a personal notice (B) PC is required to post a towing sign for towing either a vehicle or vessel.
4. The sign must be provided by the towing company and meet Florida Statute requirements.
5. The recommendation to tow will be submitted to the Management in writing by the Harbor Committee Chair or the Harbormaster and included in the HC meeting minutes.
6. Association General Manager will confirm that the requests are approved by the Board President.

LOCATION OF HARBOR ELECTRIC SUB-PANELS

1. Accidents can and do happen. The locations of the sub-panels and breakers serving the electric outlets and lights as well as the valves controlling the water supply are listed on the back cover. If you are using electricity and an overload or short circuit trips the breaker, disconnect your power line, reset the breaker and find the cause of the overload or short before reconnecting the power line. Likewise, should you see a leak in the water supply system, turn off the appropriate water valve and notify the Harbor Master, Pelican Cove Office or the Gatehouse.
2. Any use of power outlets and dock pods for the charging of batteries must not exceed design limits. For electric boat use in Pelican Cove Harbor – any system upgrade costs are the responsibility of the slip leaseholder.
3. Noted on the back cover are the three (3) electrical sub-panels locations (labeled ESP) that service the docks.
 - a. **Location #1:** This panel box is located on the east side of building #1531 and serves slips 75 – 87. It also serves the air bubble system in the Harbor and the street lights and carpports in this area.

- b. **Location #2:** This panel box is located at the entrance to the Harbor between buildings #1621 and #1627. The panel box is located at the top of the steps to the dock. This panel box serves slips 27 – 74.
 - c. **Location #3:** This panel box is located at the entrance to the Harbor between buildings #1601 and #1607 at the top of the ramp leading to the dock. This box serves slips 1- 26, the main gazebo, and the west walkway.
4. Diagrams for electric sub-panels and water valves can be found on the back cover of RWBB.

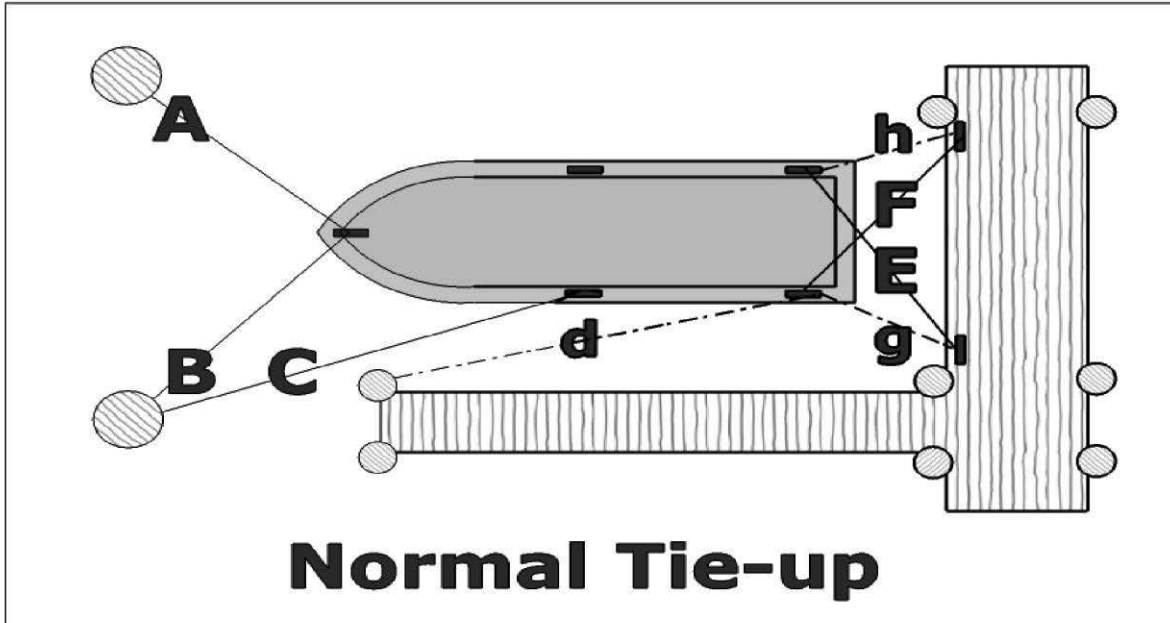
WATER VALVES

Background: Water shut-off valves are located underneath the walkway and identified with the white “W” on the decking, and a “W” on the chart. There are two (2) main water shut-off valves shown on the chart. One is located in the ground in a box near the entrance to the Harbor between buildings #1601 and #1529. This main water valve normally serves the west walkway and slips 1-47. The second main water shut-off valve and water meter is housed in a box in the ground beside the ramp to the dock by slip 87. It normally serves slips 48 to 87. In the event of a leak the appropriate valve(s) will be closed and the normally closed interconnect valve will be opened to isolate the leak.

DOCKING INSTRUCTIONS FOR NORMAL TIE-UP

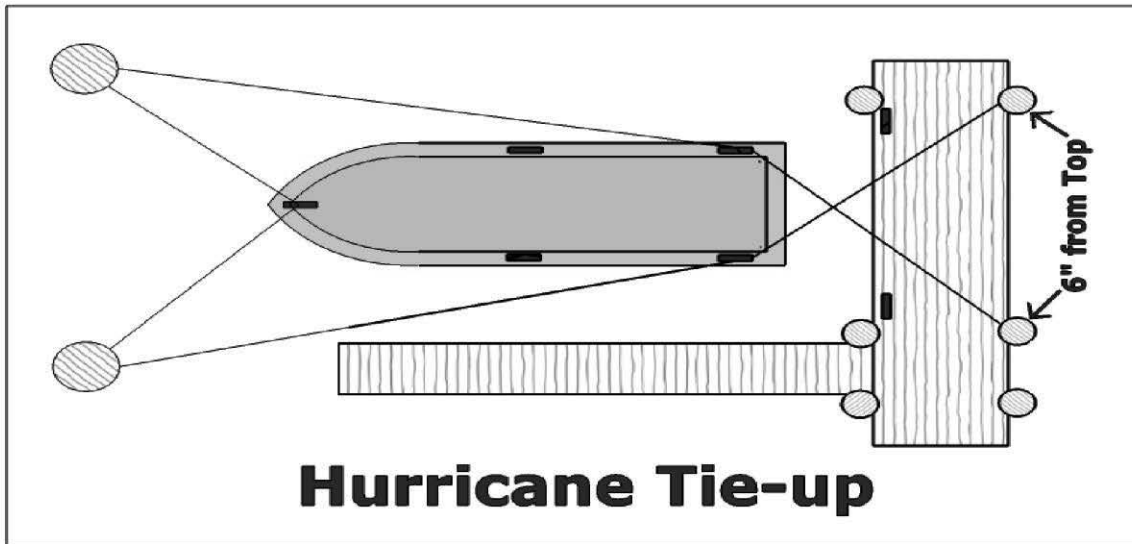
1. It is recommended that all boats be secured as shown in accompanying diagrams.
2. All boats are to be secured such that they rest in the center of the slip.
3. All docking lines must be appropriate for the size of the boat with a minimum of 3/8” marine grade nylon, maintained in good condition.
4. Bow lines ‘A’-‘B’ to be attached to piling at deck level mid-tide.
5. Spring line ‘C’ or option ‘D’ are to prevent boat from striking walkway. Maintain 24 inch clearance between stern of boat and dock or piling. Spring line must be as long as possible to allow for tide change.
6. Stern lines ‘E’-‘F’ should be crossed as illustrated. When there is interference without drive, direct ties (‘g’-‘h’) may be used as an option, but, length must be a minimum of six feet.
7. All lines must contain sufficient slack to allow boat to rise and fall with tide but not contain excessive slack that allows the boat to touch the dock or finger pier side or to touch a boat in adjacent slip.
8. Do Not Use Line Holders to Secure a Boat - Line holders are designed only for temporarily storing / hanging docking lines while the boat is out of the slip.

9. Improperly moored boats will be advised of necessary changes.



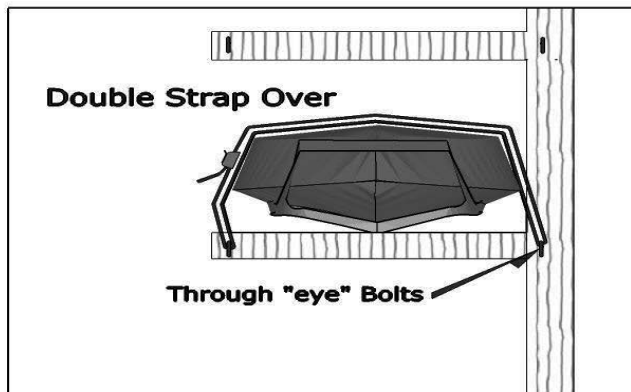
DOCKING INSTRUCTIONS FOR HURRICANE TIE-UP

1. All boats are to be secured such that they rest in the center of the slip.
2. Wrap line around piling or post twice, approximately 6 inches from the top and secure with 2 or more half-hitches. Leave enough line at the end to drop it down 2 or 3 feet, and repeat the wrap-around and half-hitches. This should help prevent the possible loss of the line (and boat) if it should accidentally slip off the top of the piling or post. Do Not Use Line Holders to Secure a Boat - Line holders are designed only for temporarily storing / hanging docking lines while the boat is out of the slip.

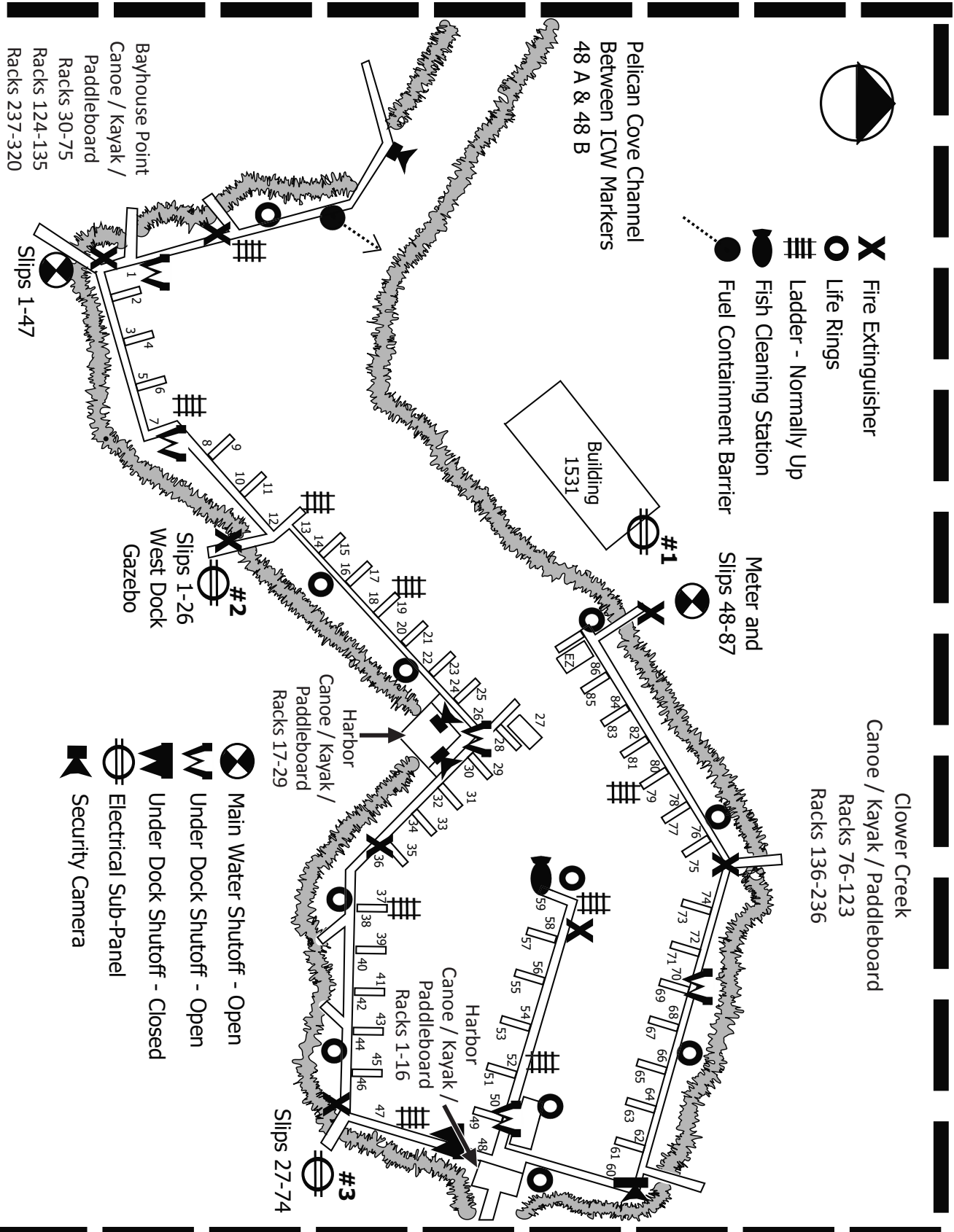


KAYAK TIEDOWN INSTRUCTIONS

Wrap strap (or 3/8" line) through 'eye' bolts and over kayak two times as shown. Tie or buckle snugly. The number on the bow should be facing outward and next to the number on the rack.



PELICAN COVE YACHT BASIN ELECTRICAL SUB-PANELS WATER VALVES & MISC. INFORMATION



July 2023

