

Shipyard Villas Condominium Association, Inc.  
c/o Premier CAM Services, LLC  
P. O. Box 152047  
Cape Coral, FL 33915  
Office 239-217-6599 Fax 239-217-6598

November 23, 2020

Dear Shipyard Villa Residents:

The Board of Directors met on September 29, 2020 and voted to amend the Rules & Regulations and the Rules & Regulations Regarding Common Elements and Boat Dock & Slip Usage. Enclosed please find a recorded copy of the newly Amended Rules & Regulations.

Please be sure you carefully read the attached documents and save them with your other important Association records.

If you have any questions, please feel free to contact us anytime.

For the Board of Directors,

A handwritten signature in black ink, appearing to read "Paula DeMoya", is written over a circular stamp or seal. The signature is somewhat stylized and loops around the center of the stamp.

Paula DeMoya, LCAM  
Premier CAM Services, LLC

Encl.  
Amended Rules and Rules & Regulations  
Amended Rules and Rules & Regulations-  
Regarding Common Elements & Slip Usage

Deputy Clerk SStillis  
#1

**CERTIFICATE OF RECORDING**  
**SHIPYARD VILLAS, A CONDOMINIUM**

**WHEREAS**, Shipyard Villas, a Condominium, a Florida Corporation not for profit, is the corporate entity responsible for the operation and management of the Shipyard Villas, a Condominium, as more particularly described in the Declaration of Condominiums recorded at O.R. Book 3911, Page 3160 *et seq.* of the Public Records of Lee County, Florida, as amended; and

**WHEREAS**, the Board of Directors of the Association voted on SEPTEMBER 29, 2020, on the **attached** Amended Rules and Regulations; and the Association wishes to provide record notice of this action by recording this Certificate.

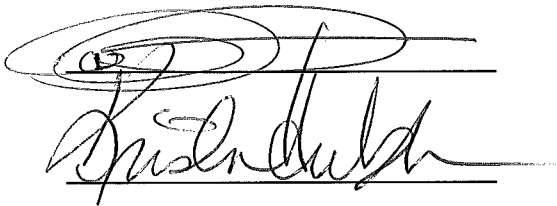
**NOW THEREFORE**, notice is placed as follows;

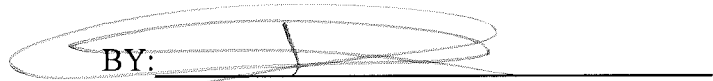
1. The Amended Rules and Regulations approved by the Board of Directors on SEPTEMBER 29, 2020, is **attached** hereto as further record notice of the Association's actions.

**IN WITNESS THEREOF**, the Corporation has caused these presents to be signed in its name by its Property Manager, KYLE HUBLER, LCAM, respectively, the day and year set forth below.

WITNESSES:

SHIPYARD VILLAS, a Condominium




BY:   
\_\_\_\_\_  
Kyle Hubler, LCAM  
For Shipyard Villas, a Condominium

STATE OF FLORIDA )  
COUNTY OF LEE    )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2020 by Kyle Hubler, LCAM, for Shipyard Villas, a Condominium, a Florida Corporation, on behalf of the Corporation, who are personally known to me and did take an oath.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public

Paula J. DeMorja  
Print Name

*SHIPYARD VILLAS*  
AMENDED RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements and the Condominium Units shall be deemed in effect until amended by the Board of Directors of the Association and shall apply to and be binding upon all Unit Owners. The Rules and Regulations shall be consistent for all Condominiums operated by the Association. The Unit Owners shall let, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

1. The use of the Units shall be consistent with existing laws, and the restrictions set forth in the Bylaws and shall not constitute a nuisance. Each of the units shall be occupied only by a single family and guests as a residence and for no other purpose. No live aboard or overnight occupancy shall be permitted within the Boat Slip Units, without prior approval of either the Board of Directors or the Developer and if given then limited to four consecutive days.
2. Common Elements shall not be obstructed, littered, defaced or misused in any manner and shall be kept free and clear of all rubbish, debris and unsightly materials. Destruction or damage caused to a Common Element shall be the responsibility and the expense of the responsible owner. Any alterations to the Common Area must be approved by the Board of Directors.
3. Owners and occupants of Units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers, etc., so as not to disturb other persons or parties occupying Units.
4. No garments, rugs, etc., may be hung from the windows or other portions of Units. No rugs, etc., may be dusted from the windows of the Residential Units; rugs may be cleaned within the Residential Units and not in any other portion of the Condominium Property.
5. All garbage and trash shall be deposited in the disposal installations provided for such purpose.
6. No Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install machines or air condition units, etc., that may affect the exterior of a Unit in any shape or manner except as authorized in writing by a majority of the Board of Directors.
7. Owners shall not cause or permit to be placed on the outside walls of any of the buildings or placed on windows which are visible from the outside of the building, and no sign, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or roof of any part thereof, without the prior consent of the Board of Directors, which approval shall be perpetual. Boat boxes may be installed by a Unit Owner on the dock subject to approval by the Board of Directors as to location and size. All current boxes must be removed by the date of the filing of the Amended Rules & Regulations. Pursuant to F.S. 718-unit Owners may display one portable removable United States flag in a respectful way.

8. No noxious or offense activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or may be or may become an annoyance or nuisance to the other Owners or occupants, or which may be injurious to the reputation of the property.
9. Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings except with the approval of the Board of Directors.
10. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the buildings or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law.
11. No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any residential Unit. Use of a portion of a Unit as a private office, so long as customers or clients are not visiting the Unit, shall not be a commercial use.
12. Children shall, at all times while on the premises, act in an orderly manner without creating disturbing noises or being a nuisance to Unit Owners.
13. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property by any person, firm, or corporation without the written consent of the Board of Directors. No grilling or barbecuing is permitted on any balcony or patio, and only in designated areas of the Condominium.
14. Each Residential Unit shall include as a Limited Common Element ~~one~~ two uncovered parking space as assigned by the ~~Developer~~ Board of Directors. Additional unassigned parking spaces may be provided by the ~~Developer~~ Board of Directors and assigned as needed. All motor vehicles shall be currently licensed. No repair or maintenance of vehicles is to be done in parking spaces or within the Common Elements or Limited Common Elements. No boats, boat trailers, all terrain vehicles or recreational vehicles shall be parked on the Condominium Property without prior written approval of the Association. This restriction does not apply to pick-up trucks parked temporarily on the Common Elements by workmen or subcontractors, nor to boats docked within a Boat Slip Unit. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No boats, trailers, campers or golf carts will be permitted within the development of which the unit is a part. No parking of commercial vehicles or vehicles with advertising shall be permitted except temporarily for delivery, pick-ups repairs, and except temporarily during periods of construction. Any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the Association at the expense of the unit owner. No repairing of automobiles, trailers, boats,

campers, golf carts, or any other property of a unit owner will be permitted outside the confines of the owner's unit.

15. Owners may have a maximum of one (1) small domesticated pet (dog or cat) which may not exceed fifty (50) pounds in weight, as well as to small caged birds, provided they are not kept, bred, or maintained for commercial purpose in their Units. All four-legged pets shall be kept on a leash while outside the Owner's Unit. Owners of a pet must clean up after the pet and failure to do so shall constitute a nuisance. In the event that any pet on the premises should constitute a nuisance, in the opinion of a majority of the Board of Directors, then the Owner, when so notified in writing, shall be required to immediately remove said pet from the premises. The Board of Directors may waive this provision and permit certain approved pets on the premises. Lessees must obtain Board approval for any pets to be kept within a Unit. All new owners and tenants shall submit applications prior to closing or rental lease approval. Existing owners and tenants shall submit applications to management within two weeks of receipt of these Rules and Regulations. Certification of license, rabies and distemper shots shall be submitted once a year to management.
16. No more than six (6) persons can occupy a two-bedroom Unit without the prior written approval of the Board of Directors.
17. Maintenance assessments that are unpaid for over ten (10) days after due date shall include, in addition to interest (as provided for in the Declaration of Condominium), the greater of five eighteen percent (5% 18%) of each installment and ~~or~~ twenty-five dollars (\$25.00) as a late charge.
18. No Unit may be leased ~~or sublet~~ for less than thirty (30) consecutive days, and all tenants must register with the Condominium Association (or its agent) and a faxed submittal of the registration form is acceptable. and be approved by the Board of Directors prior to occupancy.
19. The Board of Directors may, pursuant to Section 718.303 (3), Florida Statutes, impose fines in such reasonable sums as they deem appropriate, not to exceed \$100.00 per violation, \$1,000.00 in the aggregate, against Unit Owners for the violations of the Condominium documents, including the Rules and Regulations, by Owners or their guests or lessees. Each day of a continuing violation shall be a separate violation. No fine shall be levied until the Owner(s) has been given an opportunity for a hearing. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The procedure for the hearing shall be, at a minimum, as follows:
  1. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
    - a) A statement of the date, time and place of the hearing.

- b) A statement of the provisions of the Declaration, Association Bylaws, or Association Rules and Regulations which have allegedly been violated; and
  - c) A short and plain statement of the matters asserted by the Association.
2. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
20. Separate rules will be promulgated and posted for the use of the swimming pool and pool building.

Deputy Clerk SStillis  
#2

**CERTIFICATE OF RECORDING**  
**SHIPYARD VILLAS, A CONDOMINIUM**

**WHEREAS**, Shipyard Villas, a Condominium, a Florida Corporation not for profit, is the corporate entity responsible for the operation and management of the Shipyard Villas, a Condominium, as more particularly described in the Declaration of Condominiums recorded at O.R. Book 3911, Page 3160 *et seq.* of the Public Records of Lee County, Florida, as amended; and

**WHEREAS**, the Board of Directors of the Association voted on SEPTEMBER 29, 2020, on the **attached** Amended Rules and Regulations Regarding Common Element Boat Dock, and Slip Usage; and the Association wishes to provide record notice of this action by recording this Certificate.

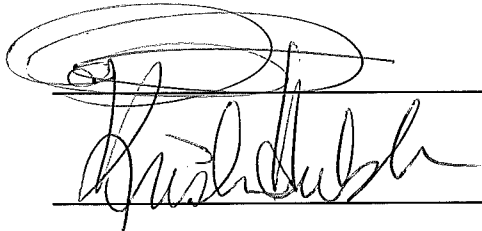
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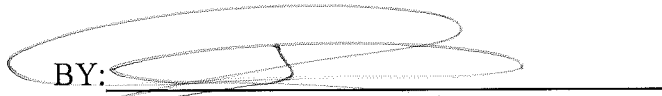
1. The Amended Rules and Regulations Regarding Common Element Boat Dock, and Slip Usage approved by the Board of Directors on SEPTEMBER 29, 2020, is **attached** hereto as further record notice of the Association's actions.

**IN WITNESS THEREOF**, the Corporation has caused these presents to be signed in its name by its Property Manager, KYLE HUBLER, LCAM, respectively, the day and year set forth below.

WITNESSES:

SHIPYARD VILLAS, a Condominium

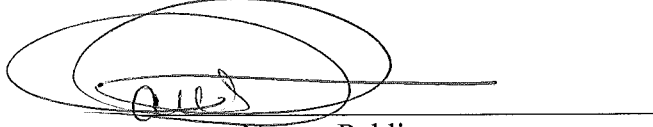
  
\_\_\_\_\_

BY:   
\_\_\_\_\_  
Kyle Hubler, LCAM  
For Shipyard Villas, a Condominium

STATE OF FLORIDA )  
COUNTY OF LEE    )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2020 by Kyle Hubler, LCAM, for Shipyard Villas, A Condominium, a Florida Corporation, on behalf of the Corporation, who are personally known to me and did take an oath.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public



Paula J. DeMoya  
Commission # GG078725  
Expires: May 15, 2021  
Bonded thru Aaron Notary

Paula J. DeMoya  
Print Name

Amended Rules & Regulations Regarding  
Common Element Boat Dock, and Slip Usage  
Shipyard Villas, A Condominium

1. These regulations pertain to the undivided interest of the common elements seaward of the concrete seawall along the water side boundary of Shipyard Villas, referred to in the Documents as Boat Slips. For purpose of this document, Boat Slips may be referred to as "The Marina."
2. The Board of Directors (BOD) shall be the final authority in deciding the use and operation of the Marina. The BOD may from time to time appoint a Dock Master to represent them in administering the operation and maintenance of the Marina. The Dock Master's decisions shall be final as approved by the full BOD.
3. Condominium Documents provided to each owner upon initial purchase of their units form the basis and authority for these articles. Where the Condominium Documents refer to the Developer's authority in assigning slips, etc. that authority was transferred to the BOD when the Developer sold a majority of the units to individual owners. Specifically listed as:
  - 3.1. Boat Slip shall be Common Elements designated by the BOD or Dock Master to each owner who files an application and is approved for a slip by the Board.
  - 3.2. Summary of Restrictions, Article IX. Article 9.1. The use of the Units shall be consistent with existing laws, and the restrictions set forth in the Bylaws and shall not constitute a nuisance. Each of the Residential Units shall be occupied only by a singly family and guests, as a residence and for no other purpose. No live aboards or overnight occupancy shall be permitted within the Boat Slips without prior approval of the Board of Directors and if given then limited to four (4) consecutive days.
  - 3.3. Boat lifts and boat canopies are strictly prohibited. Boat Lifts may only be installed on the finger docks as of the date of the filing of the Amended Rules & Regulations.
  - 3.4. Article 9.7. partial...Boat boxes may NOT be installed by a Unit Owner, and all current boxes must be removed by the date of the filing of the Amended Rules and Regulations.
  - 3.5. Article 9.14. partial...No boats, boat trailers, all-terrain vehicles, recreation vehicles, or service utility trucks shall be parked on the Condominium Property without prior written approval of the BOD. This restriction does not apply to pick-up trucks parked temporarily on the Common Elements by workmen or subcontractors, non-commercial pick-up trucks owned by Unit Owners or their tenants. Commercial advertising of any kind shall be prohibited.
  - 3.6. Utility Services
    - 3.6.1. The Association will pay for, as a Common Expense, all charges for water, sewer, electrical, irrigation, and extermination services as they pertain to Common Elements. Boat Slips/Docks are Common Elements.
    - 3.6.2. GFI electrical convenience outlets may be provided near boat slips/docks for the incidental use of the owners occupying the boat slips. This power is for the intermittent use of battery chargers and power tools only. A permanent or



continuous connection to battery chargers, air conditioners, heaters, etc. is strictly prohibited without prior written approval of the BOD.

- 3.6.3. Unit Owners desiring additional electrical service to their boat may, upon approved application to the BOD, install and pay for private electrical service from their individual unit's meter or a separate meter to their designated slip. Such service shall be permitted by the proper authority and installed by a licensed electrician. Final installation shall be approved by the Board, and Dock Master prior to installation or use. The electric bill for the dock must be billed directly to the Unit Owner/Tenant.
- 3.6.4. Common Element hose bibs supplying water may be provided near boat slips/docks for the incidental use of Owners in washing down or maintaining their boats. The use of common element water to cool onboard air-conditioning units and or provide continuous onboard water service is strictly prohibited.
- 3.6.5. Pump-out service is not provided at the boat slips and all boats with permanent toilets installed shall have a holding tank(s) of sufficient size to accommodate the discharge from the toilet(s). The use of flow through discharge devices of any kind are strictly prohibited in the Marina due to our location at the dead end of the canal. Boats with an approved Coast Guard flow-thru devise shall secure the device while in our Marina.

#### 4. Designation of Boat Slips

- 4.1. The boat dock plans submitted to the Corps. Of Engineers for permitting consist of the following: (see attached master drawing sheet 5/6)
  - 4.1.1.1. One 5' wide dock outside of the West mangroves 185' long (slips 1, 2, 3, 4 & 5)
  - 4.1.1.2. One 5' wide by 55' long dock perpendicular to the sea wall at the end of the West mangroves. (slip 6)
  - 4.1.1.3. Eleven 4' wide by 55' long finger piers with mooring piles for 10 slips approximately 14' wide, numbered 7-17.
  - 4.1.1.4. Four alongside slips 78' and 65' numbered 18-21.
- 4.2. Boat Slips, or a portion thereof, shall be designated by the Dock Master and BOD, upon request and approval.
- 4.3. No owner's or tenant's boats will be allowed in the marina until an application has been submitted and approved. All boats must be registered, documented and insured. Copies of registration and insurance shall be provided to the Dock Master and Board of Directors.
- 4.4. Slips may only be designated when an owner or his tenant has properly registered his/her boat, has submitted a Request for a Slip, and is prepared to physically put the boat in the slip. Slips will not be designated for "future" boats.
- 4.5. Every effort will be made to accommodate the Owners desires regarding location of the slip designated to their boat. Slips may be designated based on the receipt of the application approved by the BOD. Only boats owned by Owners, or their tenants, at Shipyard Villas may qualify for a slip. Slips may not be rented, leased, or loaned to others. Owners shall have first rights to slips, or they may relinquish their right to their tenants, but no owner and his tenant shall each have the right to the same designated slip simultaneously.

- 4.6. Slips not designated will be held by the Association for re-designation. If more boats than slips occur, a waiting list will be utilized with owners having first priority for available slips. All slips designated shall expire each year and owners shall re-apply.
- 4.7. Owners or tenants will not make physical alterations of docks, pilings, or walkways without approval of the Dock Master and BOD.
- 4.8. Designated boat slips ~~will not pass~~ are not appurtenant to the Unit and will not transfer with the sale of a unit to a new owner or owner's tenant. Any designated slip not occupied for more than one year shall revert to the pool of slips held by the Association for re-designation.
- 4.9. ~~An initial fee of \$120 per year~~ A fee of \$200 minimum per year up to 20 feet (anything over 20 feet, add \$10 per foot) for any motorized water vessel or non-motorized vessels will be charged to the Unit Owner or Tenant for use of the assigned boat slip. Vessel not to exceed 26' length overall (LOA) along the Captains Walk or 44' in any slip for any water vessel will be charged to any Owner or Tenant for the designation or use of slips. Boat Slips/Docks are a common element, paid for by all. A Dock Reserve Account has been established to cover maintenance and repair of the docks. All Owners pay into this Account through Quarterly Fees.
- 4.10. The Board of Directors and Dock Master shall have sole authority to determine the appearance of boats in the slips. Any boat in poor condition, unseaworthy, unsafe, or whose appearance reflects poorly on Shipyard Villas shall be removed at the expense of the owner. The Dock Master shall have the authority to Board, secure, move or pump-out any vessel in the Marina. Owners are responsible for securing their boats at all times.
- 4.11. No live-aboard's are allowed, except an owner may stay aboard his own boat for a period of not more than ~~four~~ 4 days consecutively. Dual use of the condominium units and a boat in a slip constitutes doubling the density of the property which is illegal under county zoning regulations. Example: An owner may not stay on his boat while he rents his condominium unit or vice versa. An owner or Tenant may not rent his designated slip to others.
- 4.12. Owner's or Tenant's Boating guests may utilize an empty slip while visiting an owner/tenant for not more than four days, providing they comply with the Marina Regulations and have the approval of the Dock Master and or Board of Directors.
- 4.13. The maintenance of the walkways and docks is the responsibility of the association for the use and benefit of all owners. Any damage caused by boat owners shall be repaired or paid for by the one causing damage. Damage caused by owner's guests, Tenants, or invitees is the responsibility of the Owner.
- 4.14. ~~Upon completion of the docks, a dock reserve account may be established to cover future maintenance and repair of the docks. All owners will pay into this account through quarterly fees.~~
- 4.15. The Dock Master and BOD may establish Marina Regulations pertaining to the use and enjoyment of the docks. This may include restricting fishing to specific areas, trash removal, parties on the docks, loud noise from boats or their occupants, and other regulations for the quiet enjoyment of the Marina and docks by all owners and their guests. Any issues not covered by these regulations are reserved for the Dock Master and Board of Directors.

4.16. Boat size shall not exceed:

Length overall (LOA):

~~38'~~ 44' (Thirty-eight ~~forty-four~~ feet zero inches)

~~26'~~ (twenty-six feet zero inches) along the Captains Walk

Beam: ~~15'~~ (Fifteen feet zero inches) 14.5' (Fourteen feet five inches)

Draft: 6' (Six feet zero inches)