Harborage Owners' Association Lake Use Rules

1. Only Harborage Owners* or Residents** where the Lot or Building Site is leased may use the lakes unattended. Where a Lot or Building Site is leased to a Resident, the Owner shall not be permitted to use the lakes except as a guest unless the Resident waives its right to use the Lakes in writing and it is provided to the Association. Guests must be supervised at all times by the Owner or Resident. Owners or Residents may have a reasonable number of guests with them while they are using the lakes, so long as the presence of such guests does not result in inconvenience to any other Owner or Resident.

2. An Owner or Resident may have only one power or two "jet ski" type craft in use at the same time.

3. An Owner or Resident must be physically in or being towed behind any watercraft in use. In case of a "one" person watercraft such as a jet ski, if the guest is riding the watercraft the Owner or Resident must be on the shore line observing the rider at all times.

4. Only boats and watercraft titled to, and owned by, lot Owners or Residents are allowed on the lakes.

5. Fishing the lakes is permitted for Owners or Residents and their guests. Guests must be in the presence of an Owner or Resident.

6. All power boats using the lakes must be registered with the Harborage Owners' Association and must have a decal. Decals must be renewed annually in August at the cost of $5 per vessel. To obtain a decal, the Owner or Resident must complete the Vessel and HBSA Decal Request Form and include all required documentation of ownership proof along with the fee. If the applicant is a tenant, the applicant must present proof of a current lease of a Lot or Building Site at the Harborage as well.

7. "Power boats" are defined as any watercraft that is moved by any type of engine (including jet skis and similar craft). In order to prevent soil erosion and property damage, the use of wake generating equipment or ballasts in boats for the purpose of creating a larger wake greater than 2' is prohibited.

8. Power boats may not operate before sunrise and may operate until sunset. Sunrise and sunset are established by the U.S. Weather Bureau and published daily in the local newspaper.

9. Only two "power boats" are permitted to be engaged in towing type activity (such as water skiing, wake boarding, tubing, etc.) any one time

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10. If at any time, there are more than two boats wishing to engage in "towing-type" activity no boat will be permitted to continue such activity for more than one hour without allowing the next waiting boat to have its turn.

11. Only three power boats may be operated above idle speed at a time, only two of which may be towing as provided in the Rule above.

12. All power boats must operate at idle speed under the following conditions: within the Idle Zone (Note: The Idle Zone is defined as the area within 150 feet of any shore and may be clearly marked with a red/orange buoy) and around sailboats, other unpowered watercraft and swimmers. Ordinary courtesy and the "rules of the road" for safe boating operation must be followed.

13. The maximum speed anywhere on the lakes is 40 mph.

14. Any power boat operating on the lakes must have a marine engine with an adequate factory muffler and must operate quietly without any gas or oil pollution.

15. An Owner or Resident may test ("sea trial") a power boat that the Owner or Resident intends to purchase. The Owner or Resident must first apply to the BOD for approval; upon approval, the BOD will instruct the guard on duty to issue a temporary permit. This permit will be valid for one day only (sunrise to sunset of the day of issue).

16. When more than one power boat is operated on a lake above idle speed at any given time, power boats must travel in a counter clockwise motion around the lake.

17. No power boats, as defined above, without permanently-affixed decals will be allowed into the subdivision by the security officers employed by the Association unless permission is granted from the Board of Directors (BOD).

18. No alcoholic beverages are allowed on any power boat on the lakes at any time.

19. Any violations of the rules or any unsafe boating practices may result in termination of the privilege to use the lakes by the Owner or Resident, guests or the Owner or Resident, or both. Owners and Residents are responsible for the actions of their guest(s).

20. The Harborage makes no warranties, express or implied, as to the condition of the lakes (including ramps, roadways, walkways, and related items) or the suitability of their use for boating, swimming or other activities, and Owner/Resident, by using the lakes, agree to release the Harborage and the Harborage's agents and insurers from any loss, damage (direct, indirect, incidental or consequential), expense or injury (collectively "Injury") to Owner/Resident, any other person, or property arising out of or in connection with use of the lakes, whether such Injury is caused by or through the acts or omissions of the Harborage or by any other cause whatsoever, including the Harborage's negligence, except any Injury which results from the Harborage's gross negligence or willful misconduct.
    The foregoing release shall include, but not be limited to, Injuries due in whole or in part to (unless any such Injury results from gross negligence or willful misconduct of the Harborage or any Harborage agent):

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- Accident, fire, theft, vandalism, collision, Harborage equipment failure, or other cause or causes beyond the reasonable control of the Harborage, or any combination of the same;

- emergency, natural disaster, hurricane, tropical storm, high winds, windstorm, rain, rising water, water damage, flying debris, Act of God, or destruction of structure;

- damage of any type to the any property from any animals, birds or insects, domestic or wild which may enter the Harborage grounds, docks, or property, with or without the knowledge of the Harborage whether or not Harborage has in force any device to repel, capture, or are trying to catch, trap, repel, eradicate, or remove any animals, birds or insects from Harborage's property;

- damage, theft or destruction of the Owners'/Residents' property or contents of the thereof;

- damage to the Owners'/Residents' property or the contents thereof from hauling or launching; or

- damage to the Owners'/Residents' property or the contents thereof from other property in or around the lakes.

21. THE LAKES ARE TO BE USED AT THE SOLE RISK OF OWNER/RESIDENT, AND OWNER/RESIDENT HEREBY ASSUMES SUCH RISK, EXCEPT ANY SUCH RISKS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE HARBORAGE OR ANY HARBORAGE AGENT. OWNER/RESIDENT UNDERSTANDS THAT THE HARBORAGE DOES NOT CARRY OR MAINTAIN ANY INSURANCE COVERAGE FOR THE PROTECTION OF OWNER/RESIDENT OR THEIR PROPERTY.

22. Owner/Resident and Owner's/Resident's agents, represent that each will abide by the terms hereof and will prudently use, operate, maintain, and care for their property used in the lakes to avoid risk of harm and hazard to their property, the lakes and environs, and other persons and property. The conduct at, in, or around the lakes of Owner/Resident, any member of Owner's/Resident's family and any of Owner's/Resident's employees, agents, guests, invitees, licensees and others acting by, through, or under Owner/Resident (the "owner's agents") shall be the sole responsibility of Owner/Resident. Conduct by Owner/Resident or Owner's/Resident's agent that might disturb or cause harm to any person, damage property, be a nuisance or harm the reputation of the Harborage shall, at the option of the Harborage, be cause for appropriate action by the Board.

23. Owner/Resident shall be responsible for and shall promptly, upon demand, pay the Harborage for any damage caused to the lakes by Owner/Resident, the Owner's/Resident's property or

any Owner's/Resident's agents. Owner/Resident shall, in and around the lakes, comply with all laws, rules and regulations concerning the protection of the environment and pay the Harborage for any damage, expense or liability incurred by the Harborage due to Owner's/Resident's or any Owner's/Resident's agent's failure to comply with such laws and regulations or due to any pollution created by, caused by, or contributed to by Owner/Resident or any Owner's/Resident's agents. Owner/Resident shall not release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the water or land of or surrounding the lakes. The costs for which Owner/Resident may be responsible including, but are not limited to, the costs of booms, absorbent pads, disposal of the Hazardous Substance, clean up oversight by governmental agencies and Harborage Agents, and any legal fees incurred in defense of any violations. Owner/Resident shall be responsible for reporting and cleaning up any such release. Owner shall report any release to Harborage security and shall keep the Harborage informed on a frequent (not less than daily basis) of Owner's/Resident's actions with respect to any clean up. If the Harborage is not satisfied, in Harborage's sole discretion, with Owner's/Resident's actions in reporting and cleaning up a release, the Harborage may take any action it deems appropriate regarding the release, at Owner's/Resident's expense. This provision is in addition to, and not in lieu of, the indemnity provision set forth in these rules.

24. Owner/Resident acknowledges that any security service or surveillance equipment provided by the Harborage is a courtesy only and that the Harborage bears no liability or responsibility in the event that Owner's/Resident's or Owner's/Resident's property's security is breached, unless such security is breached as a result of the Harborage's or any of the Harborage's Agent's gross negligence or willful misconduct.

25. These rules may be amended from time to time as deemed advisable by the HOA Board.

We are on a privilege system. Please be courteous to each other. If a violation does occur, please contact the Security Supervisor and/or an HOA Board Member. You can also send an e-mail to harborage@gmail.com or call (239) 267-8090

*As provided in the Declaration of Covenants and Restrictions for the Harborage, the term "Owner" is defined as the person who is a record Owner of a Lot or Building Site. ** The term r"Resident" is defined as a person or people residing in a home upon a Lot or Building Site pursuant to a current lease with the Owner of such Lot or Building Site.

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