

# Bay View Marina Rules

The Marina will be shut down in the event the U.S. Weather Service issues a “Named Storm Warning” all Owners and their guests are required to remove their vessels from the marina within 24 hours. There will be a fine of \$1000.00 for boats, jet skis and other watercraft left unattended. In addition to any accrued costs for removal, towing and/or storage of vessel and any damage caused by vessel. All owners are responsible for renters, relatives, friends or any person using their slip(s). There will be NO EXCEPTIONS to this rule.

Please print and provide copies to your guest or renters.

## MARINA RULES

### Rules and Regulations of

1. Individuals using the marina do so at their own risk. The Bay View COA is not responsible for any accident or injury in connection with the use of the marina or for any loss or damage to personal property. Individuals using the marina agree not to hold Bay View COA liable for any actions of whatever nature that occur on or around the marina.
2. Owners are responsible that each Rental Agency and/or occupant of their unit is aware of all Bay View Condominium Rules and Regulations. Owners are responsible for any and all damages attributed to negligence by the Owner, Renter or Guest.
3. The marina shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Bay View Board, including without limitations, rules with respect to operation of watercraft and personal watercraft, storage, associated fees, and any other rules deemed necessary. A copy of rules will be provided annually to the Owners of record or provided upon request.
4. Owners are reminded that the regulations prohibit any alteration or addition to the Common Elements or Limited Common Elements without the express written consent of the Association. The marina is a common element, and the marina slip is a limited common element. Any modifications thereto are prohibited without written approval of the Board. This should be interpreted to include boat lifts and permanently attached items like dock boxes, cleats, steps, etc.
5. Owners are cautioned not to position lines, buoys, fish traps and equipment, etc. in any manner which may cause a safety hazard, create the potential for accidents, or impair navigation within the marina.

6. Use of the marina is exclusively for recreational purposes and any use in support of, or for commercial business activities (to include charter operations) is expressly prohibited, unless a regulated charter operation is simply picking up passengers at the common dock.
7. If an Owner or his/her designated rental agency rents the condominium unit to others, the Owner is responsible for informing to rental agency. The owner or rental agency is required to provide a copy of all the relevant rules and regulations of the Association including those regarding use of the condo unit and the Association's amenities, to specifically include the unit's marina slip, and all marina facilities. The General Rules and the Marine rules should be posted in the rental unit or provided to all guest upon booking.
8. Marina slips may not be rented or used separately from the condominium to which they are assigned. Owners wishing to lease/rent a slip(s) from other Owners for their personal use, or for the use of their immediate family, must make a written request for approval of a variance by the Board. Said variance, if granted, will require the renter/lessee Owner to assume all related liability associated with said slip, its contents and its usage. The use of the marina and the slips therein, are for the exclusive use of the Owners and their guest(s) who are using their condominium. Use of the marina and slips by guests is allowed only when such guests are in occupancy of the Owner's condominium. Use of the marina by anyone not occupying the Owner's unit is prohibited. The intent is to limit or restrict the use of Bay View overall facilities and amenities to nonowner use while reducing liability risks to all Owners.
9. It is recognized that an owner or his/her guest may wish to sleep aboard his vessel (when vessels are so intended) from time to time while moored in the marina. At no time however is the vessel to be used as a permanent living accommodation while moored in the marina. Dwelling within the vessel for more than three consecutive days is specifically prohibited unless written approval is obtained in advance from the Association.
10. Owners and their guest (including renters) that wish to moor their boat within the owner's designated slip are required to provide a copy of their vessel's current registration and a certificate of insurance with liability in an amount not less than **\$250,000** combined single limit (CSL). Such documentation shall be provided to the Management Company (or other designated official) prior to any mooring or storage within either the marina or the boat yard. Owners who rent should advise their rental agency (if applicable) of this requirement. All unit owners are responsible for insuring proper insurance requirements are met by themselves or renters.
11. No article shall be hung or shaken from the deck or placed in the windows or railings of moored vessels. Under no circumstances shall laundry or other articles be placed or hung on the exterior portions of the boat. No reflective blinds, shades, screens reflection materials or other items affecting the exterior appearance of the boat (except for commercial boat covers) or the Limited Common elements of the marina shall be installed without the prior written consent of the Board or Marina Committee.
12. The use of bicycles, scooters, skateboards and other such items are prohibited on the piers and docks area comprising the marina. Dock carts may be used and stored on the finger piers only.
13. Each owner and their guests/renters shall see that the areas of the marina are maintained in a clean condition. Those individuals using the fish cleaning stations are responsible for cleaning up after such usage and for removal of any refuse created from pier fishing, use of cast nets and any other fishing equipment. When cleaning fish, carcasses must be removed by either

dumping them in navigable water, or double bagged and placed in the dumpster (no loose carcasses).

14. Maintenance and repair to boats docked in the marina is limited to what can be accomplished within the confines of the boat. Materials removed from boats in the process of repair cannot be stored on the pier or any marina facility. Owners are responsible for any accidental spillage and remediation of hazardous or pollution related materials, such as fuel, oil, or other materials, as well as for their proper use and disposal to include such items as towels and rags which may have become contaminated. The responsibility of the Owner in this regard extends to the actions, or lack thereof, of his guests (and renters).

15. There shall be no dock boxes or any other element allowed to be permanently placed on the common property of the marina.

16. All vessels must be moored within the confines of the appurtenant slip space not to extend more than 5 feet from furthest piling on vessels moored on the interior rows of marina. Any vessel that causes a hinderance to navigation or prohibits access of others is subject to fines, or other disciplinary actions of the Bay View board up to prohibiting the use of marina by offending party.

17. Use of boat launch is limited to owners and registered insured guest. Do not block the launch preventing others from using. Gate must remain locked when not in use.

18. Unauthorized parking of boat trailers is prohibited. Failure to adhere to rules may result in fines, or removal of trailer at owner's expense.

19. Leaving mooring ropes on poles or across in first come first serve slips does reserve that spot for the person(s) who left them and is returning to moor on temporary basis.

20. Bay View Board reserves the right to limit any/all aspects of the marina/launch without prior notice to make any repair or take precautionary measures to preserve functions of the marina/launch.

21. Any individual's failure to adhere to these rules subject the Owner to disciplinary action to include fines and accrued costs for removal, towing and/or storage of vessel/trailers. Any proposed variance(s) in these Marina Rules requires the written approval of the Board.