

SEMAIHMUO MARINA CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS

Adopted at the July 15, 2011, Board Meeting and Effective Sept. 1, 2011

AUTHORITY

1. Owners/Tenants, agents, employees, children and guests shall comply with all applicable laws, ordinances, rules, regulations, and instructions of any federal, state, county, city government agency, and the Semiahmoo Marina Condominium Association (SMCA) regarding use of this Marina.
2. These Marina Rules and Regulations and all other policies and regulations established by governmental agencies or the SMCA summarized herein and as amended from time to time are currently in force until amended.
3. The Board of Directors on behalf of the owners of the SMCA has vested full authority in the Marina Manager to efficiently administer and maintain the marina in accordance with these Rules and Regulations, issue charges, fees, and fines as appropriate to Owners/Tenants.

MARINA USE

DOCKS

1. **COMMERCIAL:** Any vessel berthed at the Marina is to be used solely for recreational use and shall not be used for any commercial undertaking.
2. **MAXIMUM VESSEL SIZE FOR SLIPS:** No portion of any vessels' L.O.A. including permanent or temporarily stored items such as, anchor, bow sprit, stem, pulpit, swim step, dinghy, or other parts of any vessel, shall be allowed to extend beyond the boundaries defined by vertical planes located at the edges of each moorage slip. These planes reside at the wood whaler at the front of the slip and the end of the pile hoop in the fairway. The overall vessel length in slips with pile hoops at the finger end is the slip length plus 2 feet. The overall vessel length in slips without pile hoops at the finger end is the length of the slip. An allowance of 10% of the slip width shall be left totally unobstructed except for fenders.
3. **DOCK STEPS:** Dock steps shall not be fastened to the dock, wider than one-half the width of the finger and no longer than five feet.
4. **ATTACHMENTS:** Owner/tenant shall not attach any item to the dock, finger floats, or piling without prior written SCMA Marina Manager consent.
5. **ELECTRICAL CONNECTIONS:** Shall be U.L. approved for marine use and appropriate amperage capacity.
6. **DOCK OBSTRUCTIONS:** Nothing will be left on or above the dock that is a hazard to people using the dock.
7. **DOCK CLEANLINESS:** The Owner/Tenant shall keep the slip dock area clean, and is solely responsible for costs associated with removing unauthorized modifications or staining materials to the slip dock and piling area.
8. **DOCK BOXES:** Cleaning supplies, repair materials, extra accessories and maintenance equipment shall not be stored within the Marina except in approved dock boxes. SMCA is authorized, at its sole discretion, to enter the dock boxes to conduct repairs, for emergency reasons, or for the safety of the Marina or vessels therein. All liquid containers must have lids securely fastened to prevent leakage. Owner/Tenant shall be held liable for any fluids spilled into waterways or on docks by anyone. Paint, varnish, gasoline or other flammable materials shall not be placed or stored in any dock box.

9. **DINGHIES:** Dinghies are to be stored on board, in the water of an Owner/Tenant's slip, or other area designated by the SMCA Marina Manager. Dinghies shall not be stored on the docks nor secured to dock boxes or utility stands. Dinghy storage boards across the forward corner of the slip must be installed by Marina Maintenance Staff. Dinghies shall not overhang above the concrete portion of any finger or main walkway.
10. **WHEELED DEVICES:** Skateboards, roller skates, in-line skates, motorcycles and similar wheeled devices are not permitted to be used on the docks. Bicycles must be walked across the docks to and from a vessel.
11. **SEWAGE:** Sewage will not be discharged into the marina water. Boats with holding tanks are required to use the portable Pumpout or the fuel dock facility and are responsible for cleaning the area after each use. There is no charge if Owner/Tenant does the Pumpout. Pumpout service is available at nominal charge through the office.
12. **PERSONAL WATER CRAFT:** No dinghy, inflatable vessel, personal water craft, such as a jet ski or other similar craft will be permitted to **cruise up and down the fairways**. All such vessels will be kept on Owner/Tenant's vessel, dinghy boards, or in its own slip and not on the finger piers.

NAVIGATION & SAFETY

1. **SPEED LIMIT:** All vessels shall be operated at a **wakeless speed** while inside the area of the breakwater.
2. **MOTORS:** Auxiliary motors on sailing vessels must be used within the Marina. Sailing within the Marina is prohibited for all vessels except dinghies.
3. **RIGHT TO BOARD:** SMCA reserves the right to board any vessel that presents, in the opinion of the SMCA Marina Manager, an unsafe condition which is deemed to be hazardous to the Marina or surrounding vessels. The Marina Manager is authorized to take such actions as he deems reasonably necessary to abate the unsafe condition. Any costs incurred by the SMCA, including the Marina Manager's time as set forth on Exhibit A, shall be chargeable to Owner. The Marina Manager will notify the Owner as soon as reasonably practicable upon discovery of the unsafe condition.

Note: Notwithstanding the foregoing, neither the Marina Manager nor the SMCA hereby assumes any obligation to abate an unsafe condition, and neither the SMCA or Marina Manager shall be liable for failure or refusal to take any action. Any action taken by the SMCA or Marina Manager pursuant to this Section 3 is provided solely as a courtesy to Owner to prevent likely additional damages from occurring.

4. **LINES:** All boats shall be moored in a safe and secure manner. Spring lines are recommended. Dock lines of adequate size for the vessel shall be maintained in a safe and non-chafed condition. SMCA will make every effort to contact Owner/Tenant regarding unsafe lines. In the event the SMCA deems the Owner/Tenant's mooring lines to be unsafe, the SMCA may replace said lines and the Owner/Tenant shall pay all costs incurred. Cross Ties to neighboring slips may only be done with the written permission on the owner of that slip. This written permission shall be on file with the SMCA office.
5. **SUNKEN VESSELS:** If any vessel sinks within the Marina, Owner/Tenant must take immediate action to mitigate any damage or spill. If Owner/Tenant fails to take immediate action, the SMCA will do so and Owner/Tenant shall pay all cost incurred in such action.

CONDUCT

1. **BEHAVIOR:** Boat owners will be held responsible for the conduct of their families, guests and themselves. All persons shall conduct themselves in an orderly manner at all times.
2. **CHILDREN:** Children under twelve (12) years of age are not permitted on the docks at any time without the supervision of a parent or other responsible adult. All toddlers and any other child or person who cannot swim must wear a life jacket when on the docks or boat decks. SMCA is not responsible for the health, safety, welfare or any accidents to children or any other individual.

3. **SWIMMING:** Swimming is prohibited within the Marina.
4. **GATES & GUESTS:** Owner/Tenant shall not prop, wedge or otherwise leave a gate open. All guests must be accompanied by the Owner/Tenant.
5. **LAUNDRY:** Drying or airing of laundry or other apparel on the docks or on the rigging of vessels is prohibited. The use of the SMCA Laundry Facility shall be done at your own risk. SMCA will not be responsible for lost, stolen or damaged articles.
6. **PETS:** Owner/Tenants are responsible for the clean-up of their pets' mess. Pets must be on a leash at all times and are not allowed in restrooms or the laundry area. Continued barking is not allowed. Owners/Tenants are responsible for all actions of their pets.
7. **WILDLIFE:** It is against federal law to trap or snare sea gulls. Seals are federally protected mammals, so please refrain from touching, harming or otherwise injuring them. The feeding of any wildlife is prohibited. Please report any dead, sick animals or marine life to the Marina office.
8. **LOOSE RIGGING:** Halyards shall be tied-off to eliminate noise. Head sails shall be removed if the vessel will not be used during winter months.
9. **NOISE:** Except for entering or leaving slips, **main engines, power generating equipment** and other noise-making machinery shall not be operated between the hours of **6:00 p.m. and 9:00 a.m.** Engines shall not be operated in gear while the vessel is secured to the dock. Owners/Tenants shall keep radio volume low at all times and prevent dogs from continuous barking. Parties that interfere with other people's enjoyment of the Marina are prohibited.
10. **HAZARDOUS CONDITIONS:** Owner/Tenant shall notify the SMCA office of any unsafe or hazardous condition in the marina.

SLIP USE

1. **SLIP MOORAGE:** The Owner/Tenant shall dock only those vessels owned by Owner/Tenant in their slip.
2. **RENTALS:** All slip rentals shall be coordinated through the marina office. All terms and conditions of rentals shall be in accordance with the Condominium Declaration, the Rules and Regulations and the Moorage Lease Agreement. The Marina manager shall be responsible for enforcement of all the terms of the Slip Management Agreements.
3. **LIVE ABOARD:** No Tenant may live aboard a vessel moored in the marina without prior written approval of the SMCA Marina Manager. Owners are exempt from approval and live aboard charges but must notify the Marina Office of their intent to do so.
4. **MAIL:** Owner/Tenant mail and parcels delivered to the SMCA will be returned to the sender. Postal Boxes are available to rent.
5. **SIGNS:** Signs shall not be displayed in the Marina or on a vessel without prior SMCA Marina Manager permission.
6. **SELLING:** An Owner/Tenant selling his vessel must make arrangements to meet prospective buyers at the Marina. SMCA will not admit potential buyers to see any vessel in the Owner/Tenant's absence.
7. **VESSEL ABSENCE:** Owner/Tenant shall notify SMCA when their vessel will be away from their slip for five consecutive days.

REPAIRS AND MAINTENANCE

VENDORS: Yacht brokers, **contractors** or persons working on Owner/Tenant's vessel must register with SMCA prior to admittance to the docks. Contractors must have the minimum insurance coverage,

licenses, and willingness observe the Marina Rules and Regulations before the SMCA Marina Manager permits them access to the Marina property to perform work.

1. **APPROVED VENDORS:** For the convenience of Owner/Tenants, the SMCA maintains a list of **Outside Vendors** that have been pre-approved for Marina access. Any such Outside Vendor shall not be construed as having any endorsement of the SMCA for the work or services, nor shall the SMCA be in any way responsible and/or liable for the work done by any such party.
2. **REPAIRS:** Chemical paint remover, burning of paint or spray guns shall not be used on topsides or above decks. Any normal or minor maintenance shall be permitted while at the Marina, as determined at the SMCA's sole discretion. **Major construction or repair**, painting or complete overhaul shall not be permitted while moored in the Marina. SMCA shall be the sole judge as to what constitutes "major construction or repair".
3. **FUELING:** No **fueling or transferring of fuel from docks** shall be permitted. No open cans of gasoline, diesel fuel, or other hydrocarbons shall be permitted within the Marina.
4. **HAZMAT:** Used **batteries, oil, antifreeze and fuel** may be brought to the Marina office for disposal, free of charge. Batteries and fluids shall not be placed in the garbage dumpsters or in the Marina waterways.
5. **RECYCLING:** **Recycling receptacles** for glass, aluminum, plastic, cardboard, and other refuse are located in the waste disposal area. All materials shall be placed in the corresponding receptacle.
6. **WELDING:** Use of welding equipment and burning torches are not permitted anywhere in the Marina.

WASTE & HAZARDOUS MATERIAL CONTROL

1. **WASTE DISPOSAL:** Owner/Tenant shall not discharge or deposit from any vessel or float, **refuse matter, sanitation waste, bilge material, flammable or inflammable liquid ("waste materials")** in the water or upon the Marina. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent waste materials from being pumped automatically into the water. All waste materials shall be deposited in the appropriate containers within the Marina. Owner/Tenant shall not empty any sanitation device in any Marina toilet or lavatory facility.
2. **LIQUID SPILLS:** Owner/Tenant shall be responsible for any **oil, paint or other materials spilled, dripped** or otherwise applied to the concrete fingers or walks adjacent to slips. Should it become necessary for SMCA to clean the area, it will be done at Owner/Tenant's expense.
3. **NOTIFICATION:** Owner/Tenant shall immediately notify SMCA of any **oil, gasoline or other discharge** within the Marina.

KEY FOBs

1. **LICENSE:** Owner/Tenant shall not permit the **duplication, transfer, sale or loan of key fobs**. If Owner/Tenant or any other person using the key fob(s) violates any of these Rules and Regulations or otherwise breaches any agreement with SMCA, then SMCA may immediately revoke Owner/Tenant's license to the key fob(s) and require Owner/Tenant to surrender the key fob(s). If SMCA requires Owner/Tenant to surrender any key fob(s), such act shall not constitute a breach by SMCA of any agreement with Owner/Tenant.
2. **LOSS:** Owner/Tenant shall notify the SMCA of any **lost or misplaced key fob(s)** immediately.
3. **SURRENDER:** Owner/Tenant shall return all key fob(s) to SMCA immediately upon termination of use or leaving.

PARKING

1. **DESIGNATION:** SMCA reserves the right to designate specific parking areas when using Marina facilities. The **30 minute parking spaces are for loading and unloading only.**
2. **OVERSIZE:** No motor homes, campers, trailers, or other oversize vehicles shall be parked in the parking area without the prior written consent of the SMCA Marina Manager.
3. **USE:** Vehicles being left in the parking area for more than 96 hrs should notify the Marina Office. Overnight sleeping in any vehicle in the parking area is prohibited without the prior written consent of the SMCA Marina Manager.

OWNER/TENANT RESPONSIBILITIES

1. **CURRENT ADDRESSES:** All Owners/Tenants shall promptly advise the marina office of any changes in vessel ownership, insurance coverage, their contact information (Addresses, phone numbers and email addresses).
2. **INSURANCE:** All Owners/Tenants shall carry current liability insurance with limits of at least \$500,000 per occurrence and property damage insurance. All Owners/Tenants must supply the office with an annual Certificate of Insurance and/or endorsement that shows SMCA as an “additional insured” under such policy.
3. **PAST DUE PAYMENTS:** Payments of charges, fees, fines and assessments are due on the 1st business day of the month and will be charged a late fee after thirty (30) days. When an account is delinquent, SMCA is authorized to record a lien on the Owner’s slip. Additionally, the vessel may be secured and sold at auction or removed from the water and stored at the Owner’s expense.

CHARGES, FINES, COMPLIANCE & ENFORCEMENT

1. **CHARGES:** Owner/Tenant shall be responsible for all applicable charges set forth in Exhibit A.
2. **FINES:** Violations of these Rules and Regulations by any Owner/Tenant, family members, or guests shall subject the Owner/Tenant to any or all fines set forth in Exhibit B and any other enforcement action permitted by the Declaration, Bylaws or these Rules and Regulations. All remedies shall be cumulative.
3. **COMPLIANCE:** Owner/Tenant shall comply and shall cause their agents, employees, children and guests to comply with these Rules and Regulations and all amendments thereto as are published by the SMCA. These Rules and Regulations, and all other regulations established by regulatory bodies having jurisdiction of the SMCA shall form a part of all Marina Leases as though printed thereon.
3. **PAYMENT:** If an Owner has unpaid fines, charges or fees, then the SMCA is expressly authorized to apply any payments received from Owner to such unpaid fines, charges or fees. Owner may not restrict how a payment is to be applied, and any purported effort to restrict the application of a payment (e.g. payment of assessments only) shall be void and unenforceable.
4. **ENFORCEMENT.** For purposes of RCW 88.26.010, the term “charges” shall be deemed to include all charges, fines, fees, and assessments owed pursuant to the Declaration, Bylaws or these Rules and Regulations.

Adopted by the Board on July 15, 2011 Effective Sept. 1, 2011

Exhibit A

Charges and Fees

OWNERS AND TENANTS

Late Payment	1.5% charge after 30 days
Returned Check Charge:	\$25.00
Install Moorage Lines:	\$75.00 for the first line, \$50.00 for every additional line, includes labor
Installing Dinghy Boards:	\$75.00 SMCA furnishes everything
Installing Dinghy Boards:	\$65.00 Owner/Tenant furnishes wood
Pump Out	Free if performed by Owner/Tenant
One Time Pump Out:	TBD
Monthly Pump Out:	TBD
Abatement of Unsafe Condition On Vessel	Actual costs incurred by SMCA plus hourly rate for Marina Manager at <u>\$ 50 /hour</u>
Free Disposal:	Discarded oil, fuel and batteries. Bring to the office

OWNERS

Liens of Owner's Slip:	Actual costs of recording claim of lien and release with Whatcom County Auditor, plus legal fees and costs (not less than \$300).
Resale Certificate:	\$100.00

TENANTS

Credit and Background Check:	\$28.00
Live Aboard Charge:	\$50.00 monthly

EXHIBIT B

FINE STRUCTURE AND PROCEDURE

Note: Violations are described either as continuing or discrete. Discrete violations deal with a single incident which ceases or is rectified either by the Owner or the SMCA. Continuing violations are those which deal with a continuous action or failure to act, and fines for such violations accrue daily until cured.

Violation	Type of Violation	Fine ¹
Failure to Comply with insurance requirements in the Rules and Regulations	Continuing	\$10.00 per day after 30 days; then \$ 5 per day thereafter
Failure to clean up after pet	Discrete	\$25.00
Identify other individual violations that are of a common nature		Fine associated with each
Repeat Violation of Same Rule or Regulation within a 180 day period (excludes continuing violations for which per diem fines apply)	Discrete	2d violation: 1.5x the fine. 3d violation: 2x the applicable fine. Additional Violations: 3x the applicable fine
Any Other Issue of Noncompliance with Rules and Regulations, Bylaws or Condominium Declaration	Discrete or Continuing	For continuing violations, \$10 per day. For discrete violations, \$ 50 per violation.

FINES AND APPEALS PROCEDURES

1. Notice and Imposition of Fine; Hearing.

- a. The Board appoints the Marina Manager as the representative for SMCA to impose a fine and to hold a hearing on such fine ("Hearing").
- b. Notice of proposed fines ("Notice") for violation of these Rules and Regulations may be issued by the Manager to the Owner. The Notice shall be sent via certified mail to the Owner at the address on file with SMCA.
- c. The proposed fine set forth in the Notice shall become final unless the Owner timely requests a Hearing with the Manager. Any request for a Hearing must be received at the SMCA office within twenty (20) days after the issuance date of the Notice. The request must propose three days for a meeting with the Manager, which meeting shall be held not later than forty (40) days following the date of the Notice. Such meeting can be held in person or by telephone, at the option of the Owner. Upon receipt of the request for a Hearing, the Manager shall select one of the days proposed for the Hearing and shall notify the Owner of the date and time. The Hearing shall be an informal proceeding at which Owner may present relevant evidence to dispute the violation. Owner shall provide the Manager with copies of any documents relied upon by Owner. The Manager will issue a decision as soon as reasonably practicable following the Hearing, and the Manager shall either uphold the Fine and issue an invoice for same ("Fine Invoice") or dismiss the Fine.
- d. A Fine Invoice shall be "due and payable" upon issuance.

¹ Note: Any Owner/Tenant in violation of these Rules and Regulations is subject not only to the fines set forth herein, but also eviction from the Marina.

2. Appeal.

- a. The Owner may appeal the Fine Invoice to the Board of Directors, and a timely appeal will suspend the SMCA's enforcement, pending the outcome of the appeal. An appeal must be in writing and received by the SMCA Office within thirty (30) days of the date of the Fine Invoice. Any appeal shall briefly describe the basis for the appeal, the witnesses to be called, and the relief requested. Failure of the Owner to strictly comply with this provision shall render the Fine Invoice final and binding on the Owner.
- b. If an appeal request is complete and timely received, the Board of Directors will schedule the appeal hearing for the next regularly scheduled Board meeting at which a quorum is present. If the hearing cannot be held on that date or must be continued due to lack of quorum, inclement weather or any other reason, the appeal hearing shall be continued to the following Board meeting.
- c. The Owner may pay the Fine Invoice prior to the appeal hearing in order to avoid interest charges. If the fine is overturned at the appeal hearing, the amount paid by the Owner will be refunded.
- d. At the appeal hearing, the Owner will be entitled to present relevant evidence and live witness testimony. All witnesses shall take an oath to tell the truth before testifying. Owner's presentation is limited to 30 minutes. The Board may interrogate the Owner and any witnesses called on behalf of the Owner. Sworn affidavits may be submitted by the Owner, but live witness testimony is preferable.
- e. The Board will issue a ruling within ten (10) days of the appeal hearing. The ruling need not include findings of fact or conclusions. The Board's ruling will be final.

3. Interest.

- a. Interest will accrue at the rate of 12% per annum on any fine from the due date established in the Fine Invoice.

Emergency Contact Numbers

For Emergency Assistance, Please Dial 9-1-1

Blaine Police	(360) 332-6769
North Whatcom Fire & Rescue	(360) 371-2533
National Response Center (NRC)	(800) 424-8802
U.S. Coast Guard-Bellingham	(360) 734-1692
Department of Ecology	(425) 649-7000
Coast Guard Oil Spill Response	(800) 424-8802
Vessel Assist	(800) 367-8222
Harbor Master Emergency Only	(360) 201-9020

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