

WEST RIVER YACHT HARBOUR CONDOMINIUM ASSOCIATION

RULES, REGULATIONS and COMMON COURTESIES

These rules and regulations and basic common courtesies are designed for the safety and comfort of association members, their tenants and guests. These rules and regulations are adopted pursuant to the provisions of Maryland Code, Real Property Article, Section 11-111.

1. Leasing/Renting of Slips: Any slip owner may lease their slip to another individual, but the slip owner shall be responsible for his Lessee's compliance with all WRYHCA condominium documents and rules and regulations. If the Lessee, their guests, or invitees, fail to comply with the rules and regulations, in addition to any other remedies available to WRYHCA against the Lessee, the WRYHCA shall be entitled to enforce the failure to comply with the rules and regulations or the Condominium documents against the slip owner directly. The WRYHCA lease is attached. Suggested rental guidelines are also attached.
2. Boat Repair and Maintenance: All guidelines must be followed as defined in the document titled "*Boat Repair and Maintenance*".
3. Open fires or open fire cooking is strictly prohibited on marina property, except in designated areas. (See map of marina facilities for picnic spots, tables, etc.)
4. All pets must be leashed. Owners should walk their pets away from normal, trafficked areas used by marina patrons. Pet owners shall clean up and remove any pet feces left by their pets.
5. The West River Yacht Harbour Condominium Association (WRYHCA) assumes no responsibility for the safety of any person, or of any vehicle or boat parked or docked on its property and will not be liable for the theft or damage to any boat or vehicle. No unlicensed, un-inspected, non-operational, vehicle or boat in disrepair, or abandoned vehicles or boat will be permitted on the property and may be removed at the vehicle or boat owner's expense.

Each Land Based Unit Owner for themselves, or through their tenant if the Land Based Unit is tenant occupied, must continuously maintain liability insurance on the unit with a WRYH minimum coverage of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence and covers the entire Land Based Condominium Unit. **The Certificate of Insurance or Declaration Page of such policy must be provided prior to occupancy, and remain in effect at all times or this lease will become null and void.** The certificate must also list WRYHCA as an additional insured and a copy must be provided to WRYH annually.

Each Boat Slip Unit Owner for themselves, or through their tenant if the Boat Slip Unit is tenant occupied, must continuously maintain liability insurance on the boat occupying the slip with a minimum coverage of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence. **The Certificate of Insurance or Declaration Page of such policy must be provided prior to the boat occupying the slip, and remain in effect at all times or this lease will become null and void.** The certificate must also list WRYHCA as an additional insured and a copy must be provided to WRYH annually.

Each Boat Slip Unit Owner or Land based unit owner who leases their slip/unit must use the WRYH lease, and must include the following statement in their lease: Lessee must continuously maintain liability insurance on the boat occupying the slip or unit with a minimum coverage of not less than Three Hundred Thousand Dollars (\$300,000) per occurrence. **The Certificate of Insurance or Declaration Page of such policy must be provided prior to occupancy, and remain in effect at all times or this lease will become null and void.** The certificate must also list WRYHCA as an additional insured and a copy must be provided to WRYH annually.

It is further suggested that owners who rent their slips (lessor) suggest that their tenant add the lessor as a second insured.

Liveboards must also provide a letter from their insurance company stating there are no restrictions for living aboard.

7. Boats must be secured properly with lines of adequate length and strength to cope with storms and high winds. A minimum charge of \$25.00, plus cost of materials, will be assessed against the owner of a boat whose lines must be replaced by the Harbour Master if a hazardous condition is found or in the case of an emergency. **The responsibility for securing a boat shall be entirely with the owner, not with the WRYHCA.** The securing of a boat by the Harbour master or other personnel shall not be the responsibility of the WRYHCA, but may be done from time to time as a courtesy.

8. All boats shall be maintained in a good condition and be operational.

OPERATIONAL BOAT as defined by WRYH Board of Directors -

- 1) The boat must be in compliance with current Maryland vessel registration requirements.
- 2) The boat must be currently registered with appropriate state agencies.
- 3) The boat must be capable of getting underway and making way, under the vessels own power. (WRYH Bylaws state that sailing is not allowed in the fairways, so this means mechanical propulsion.)
- 4) The boat must be in compliance with U.S. Coast Guard and Maryland Dept. of Natural Resources safety regulations for a vessel of its class. Navigational lights, sound device, fire extinguishers, etc. are required.

9. No addition, alteration or modification of the water supply system existing on the docks shall be made until specific written approval by the Harbour Master is given for such modification, addition or alteration. No hoses shall be affixed to the water system in such a manner as to allow water to leak from the hose or drip from the hose at any time of the year. Winter water may be requested, and a one-time \$100 hook up fee must be paid to WRYHCA in advance.

10. Dock carts are provided for your convenience. Carts shall be used for temporary moving of items only. All carts shall be immediately returned to the foot of the dock and shall not be stored at any other location. No cart, except that cart specifically designed for that purpose, shall be used to haul greasy and/or soiled items.

11. Congeniality is a requisite for tenancy. Slip owners, their tenants and guests shall not create hazards or nuisances for their fellow marina occupants, nor should they disturb the peace between 10:00 p.m. and 8:00 am with noise or loud speech.
12. Sailboats must not be propelled by sail in marina waters except in emergencies.
13. All vessels leaving or entering marina slips shall do so in a manner which **avoid all wakes**, since wakes can cause accidents to those aboard boats, and damage to boats and marina property. Any damage caused by wakes shall be the responsibility of the Owner of the Unit in which the vessel is moored.
14. Halyards, antennas, wind generators, and all similar lines and hardware must be securely tied to avoid disturbing others in the marina.
15. Dock boxes must not protrude into the dock walkway beyond a line running between the inner edges of the dock support pilings on "B" and "C" docks and shall not exceed a height of 36". No dock boxes shall be installed by slip occupants on A and E docks unless they have **PRIOR** written permission from the Harbour Master to do so.
16. No offloading of fuel to boats is permitted (except from pumps on gas dock). Fuel for dinghies may be transported in Coast Guard approved tanks.
17. Dinghy racks are available for rent on a yearly basis (contact Business Manager). Please keep inflatables neat and inflated. Ragged, flapping tarps are not acceptable and will be removed and discarded.
18. Boat heads must not be discharged overboard while the boat is in the marina or elsewhere. The marina toilet facilities or holding tanks should be used while docked.
19. Portable toilets may **not** be emptied anywhere on marina property or elsewhere, other than by the pump out unit. Everyone is required to abide by all Federal, State, and local laws related to the discharge of any materials in the waterways and on land.
20. No alterations to the docks, pilings, finger piers or any other WRYHCA common property are permitted without approval as specified in the WRYHCA Declaration and Bylaws.

21. The bathhouse near C-dock is for the exclusive use of WRYHCA members, their tenants and their guests. The door shall be kept locked and closed at all times. The lock's combination or key will be provided by the Harbour Master.
22. The bathhouse at the pool may be used when the pool is open.
23. All those using the bathhouse facilities should make a serious effort to keep them **clean**. The marina has limited time/resources for this purpose. Your cooperation is appreciated by all.
24. Unattended portable heaters or devices will not be allowed on any boat in the marina without proper over current protection.
25. All used/replaced oil, fuel, transmission fluid, air conditioning chemicals and other such waste materials should only be disposed of at the marina with the advice and consent of the Harbour Master. Pumping of oily bilges or discharge of any oil, spirits or volatiles of any kind is illegal and strictly forbidden within the marina.

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26. The disposal of batteries, oil, or other volatiles in the dumpster is illegal.
27. Boat owners shall inform the Harbour Master of any personnel hired to repair/maintain boats in the water and shall provide a certificate of insurance.
28. Boat owners shall advise their outside contractors to check in with the Harbour Master when working on their boats and shall provide a certificate of insurance.

(This protects all boat owners from unidentified people roaming our docks and boats.)
29. No property (including, but not limited to, mops, buckets, chairs, and boat equipment) of any Unit Owner or the Owner's guests or tenants, shall be stored on any dock (including finger pier), unless such items are entirely enclosed within a dock box approved for the use of the Unit Owner in accordance with these Rules and Regulations. Any property stored or abandoned on the dock (including finger pier) contrary to the provisions of this Rule will be treated as abandoned, removed and disposed of without further notice.
30. Each Unit Owner shall take all steps reasonably necessary to protect the Common Elements and the property of the Condominium Association ("Condominium Property") from damage, defacement, or extraordinary wear and tear resulting from, or caused by, the Unit Owner's or the Units Owner's guests or invitees use of the Common Elements.

Additionally, and not in limitation of the foregoing general requirement, any person performing any maintenance on vessels, including repair work, painting work or sandblasting work, shall be required by the Unit Owner authorizing or permitting such work to protect all Condominium Property, including driveways, buildings, parking lots, sidewalks, and other Condominium Property from being defaced or damaged by paint, fiberglass residue, overspray, dust contamination and abrasion. All such persons shall be required to utilize suitable and effective drop cloths, containment devices and such other equipment as is necessary to prevent the Condominium Property from being defaced or damaged.

In the event any act of a Unit Owner, guest, tenant, invitee or employee causes damage or defacement to the Condominium Property, the Unit Owner shall be responsible for resurfacing, repainting or restoring the Property to its original condition.

In the event of any damage or defacement to any Condominium Property, the Board shall give notice to the Unit Owner performing, authorizing or permitting the work which caused the damage or defacement, stating the defect caused and giving the Owner a period of not less than (15) days within which to correct the defect at the Owner's cost and expense unless the WRYHCA board deems the damage to be a danger to others or to the marina property, at which point the repairs will be made by a contractor chosen by WRYHCA and billed to the slip owner at completion of repairs. If the Owner fails to complete the work within (15) days, or such longer time as is reasonably necessary and agreed to by the Board, the Board is permitted to complete the work, in which event the Unit Owner shall be responsible for paying all costs and charges of completing the work, and all costs and charges of collecting such funds from the Unit Owner, all of which may be enforced by a lien on the Owner's Condominium Unit(s) for such costs and charges. **In addition, the Unit Owner shall be liable for such fines as are levied by the Board of Directors pursuant to Article III, Section 1 (i) of the Bylaws.**

31. SWIMMING POOL:

The pool will open Memorial Day Weekend and remain open through Labor Day, weather permitting. There are limited hours when Anne Arundel County schools are in session. These hours and days are subject to change by management.

Hours of Operation:

Monday - 12 p.m. - 8 p.m.
Tuesday - Closed
Wednesday, Thursday, Friday - 12 p.m. - 8 p.m.
Saturday, Sunday & Holidays - 11 a.m. - 8 p.m.

A. Lifeguards must be present before anyone enters the pool area. Lifeguards are charged with enforcement of these rules and regulations including but not limited to the determination that all persons entering the pool have a membership issued by the WRYHCA or are a fee paying guest of a member. Lifeguard or gate attendant will see that fees are collected.

- B.** No one is allowed in the pool area unless he or she is a member or a guest of a member. Members must accompany their guests. Upon entering the pool, all must sign in on the sheet provided and pay the lifeguard any guest fees due.
- C.** All persons must shower before using the pool.
- D.** No person with a rash, skin abrasion, or an obvious known infection, cut, or open blister will be permitted to use the pool facilities without a doctor's certificate.
- E.** No animals of any kind are allowed in the pool area.
- F.** Persons under the influence of alcohol or other drugs are prohibited.
- G.** Food and drinks of any kind must be confined to table use. No glass of any kind is permitted within the pool/bathhouse area. No alcoholic beverages are permitted.
- H.** Adults are responsible for the safety of children in their charge at all times. All children under the age of eleven (11) must be accompanied by an adult. Adults cannot leave pool area while children for whom they are responsible are present. Children aged 11 or older must demonstrate swimming ability in order to enter the pool area without direct adult supervision and have parental permission.
- I.** Parents with Infants and children wearing diapers must abide by the following guidelines. Use of the main pool by non-toilet trained children is discouraged, particularly if the wading pool is available. When non-toilet trained children are allowed the use of either pool, the following guidelines apply:
1. A clean, close-fitting swim diaper with a plastic outer covering that has elastic at the waist and leg openings is recommended.
[Swim diapers do not keep diarrhea-causing germs from contaminating the water; they can only delay the germs from leaking into the water for a few minutes. No manufacturers claim these products prevent leakage of diarrhea into pools.]
 2. A bathing suit or plastic pants is recommended over the swim diaper. This is mainly for extra protection against leakage in the event of a bowel movement.
 3. Swim diapers must be checked at every break by a parent or guardian. The child should be closely supervised by a parent or caregiver and the diaper should be changed frequently. [Change diapers in the bathroom—not poolside—to keep germs away from the pool. Dispose of diapers properly in the trash (Do NOT attempt to flush diapers). Caregivers should wash their hands with soap and warm water after each diaper change.]
 4. All swimmers should stay out of the water when they are ill with diarrhea, even if they are wearing swim diapers.

[They risk contaminating the pool with feces and germs, which can make others sick. Chlorine and other disinfectants do not kill germs instantly. Additionally, the mixing of chlorine with pee and sweat uses up the chlorine in the pool, which would otherwise kill germs.]

5. Parents/guardians are responsible for reporting ANY fecal matter in swim diapers that occurs in the pool to the pool manager or lifeguard on duty.

J. WRYHCA or Management is not responsible for loss of valuables.

K. For safety, the number of persons admitted to the pool at any one time will be subject to Management's discretion.

L. Smoking is not permitted inside the pool area or pool bathhouse.

BOAT REPAIR AND MAINTENANCE

General Conditions:

- A. All owners, tenants, businesses operating on these premises, their clients and customers, outside contractors and guests must abide by these rules and regulations while working on any vessel berthed or stored in any area of the West River Yacht Harbour Condominium Association (WRYHCA). All work shall be done in compliance with all Federal, State and local regulations.

- B. Outside contractors and clients/customers of any business operating on these premises must sign a copy of this document prior to commencing work as to confirm their intent to comply and take responsibility for their actions. Said responsibility is covered by insurance carried by the signatory. The Harbour Master, business owner, or WRYHCA Board official will cosign this document.

- C. Violations will be penalized as follows:

First time: Verbal warning by Harbour Master, owner of business, or member of the WRYHCA Board of Directors.

Second time: Liable for a fine up to \$500 and all damages and legal costs. Violation may be reported to all responsible enforcing agencies (ex.: EPA, DNR, Anne Arundel County, OSHA, MOSHA, MDE).

Specific Guidelines:

- A. Grinding and scraping of boats will only be allowed if a dustless sander is used or if ground covers are used in addition to the boat being totally encased to trap all airborne particles.

- B. Sandblasting of boats will only be allowed if the boat is totally encased to trap all airborne particles.

- C. Spray painting will only be allowed if the boat is totally encased to trap all airborne particles.

- D.** Disposal of all refuse must be done under the guidelines of the Harbour Master.

- E.** Safety regulations require that all mast work requiring bosun chairs, ladders or climbing must be done while the boat is in the water. This cannot be done while the boat is blocked up on shore.

- F.** All outside contractors must provide evidence of current liability insurance to insure against any potential damage. This should be accomplished when contractor or vessel owner signs off on these rules & regulations. Note Slip Owner/ renter that hired the contractor is ultimately responsible for any damage caused by the actions of the contractor, please protect your interests.

- G.** Unattended portable heaters or devices will not be allowed on any boat in the marina without proper over current protection.

- H.** All used/replaced oil, fuel, transmission fluid, air conditioning chemicals and other such waste materials should only be disposed of at the marina with the advice and consent of the Harbour Master. Pumping of oily bilges into the water or discharge of any oil, spirits or volatiles of any kind is illegal and strictly forbidden within the marina.

- I.** The disposal of batteries, oil, or other volatiles in the dumpsters is illegal.

- J.** Restated from Rule **30**. Each Unit Owner shall take all steps reasonably necessary to protect the Common Elements and the property of the Condominium Association ("Condominium Property") from damage, defacement, or extraordinary wear and tear resulting from, or caused by, the Unit Owner's or the Units Owner's guests or invitees use of the Common Elements.

Additionally, and not in limitation of the foregoing general requirement, any person performing any maintenance on vessels, including repair work, painting work or sandblasting work, shall be required by the Unit Owner authorizing or permitting such work to protect all Condominium Property, including driveways, buildings, parking lots, sidewalks, and other Condominium Property from being defaced or damaged by paint, fiberglass residue, overspray, dust contamination and abrasion. All such persons shall be required to utilize suitable and effective drop cloths, containment devices and such other

equipment as is necessary to prevent the Condominium Property from being defaced or damaged.

In the event any act of a Unit Owner, guest, tenant, invitee or employee causes damage or defacement to the Condominium Property, the Unit Owner shall be responsible for resurfacing, repainting or restoring the Property to its original condition.

In the event of any damage or defacement to any Condominium Property, the Board shall give notice to the Unit Owner performing, authorizing or permitting the work which caused the damage or defacement, stating the defect caused and giving the Owner a period of not less than (15) days within which to correct the defect at the Owner's cost and expense unless the WRYHCA board deems the damage to be a danger to others or to the marina property, at which point the repairs will be made by a contractor chosen by WRYHCA and billed to the slip owner at completion of repairs. If the Owner fails to complete the work within (15) days, or such longer time as is reasonably necessary and agreed to by the Board, the Board is permitted to complete the work, in which event the Unit Owner shall be responsible for paying all costs and charges of completing the work, and all costs and charges of collecting such funds from the Unit Owner, all of which may be enforced by a lien on the Owner's Condominium Unit(s) for such costs and charges. **In addition, the Unit Owner shall be liable for such fines as are levied by the Board of Directors pursuant to Article III, Section 1 (i) of the Bylaws.**

AGREED TO:

Date: _____

Signature: _____

Name: _____

Phone #: _____

Slip/Unit #: _____

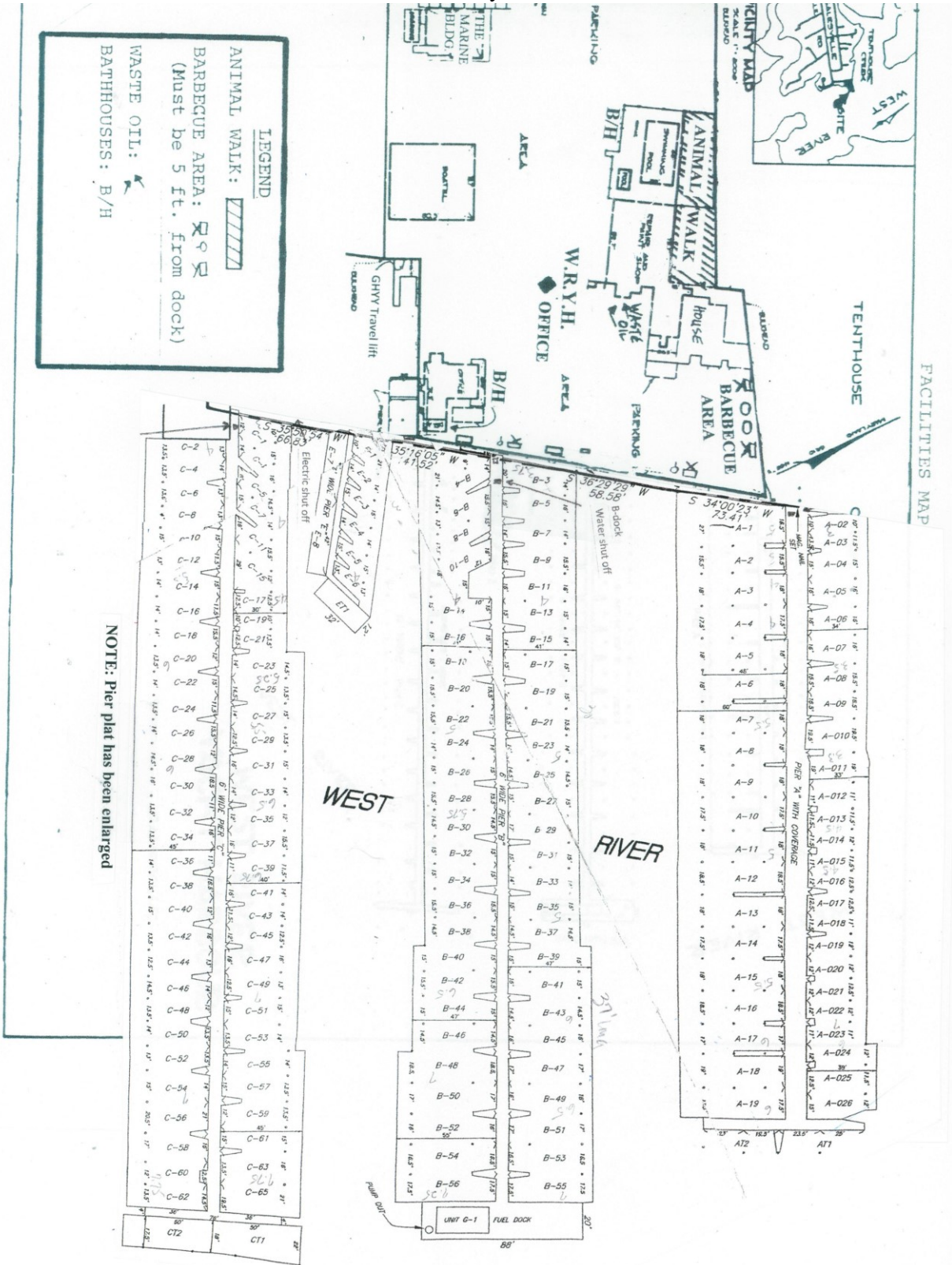
Address: _____

City: _____

State: _____ Zip: _____

Boat Type & Name: _____

H Pier Layout



ARTICLE VIII
USE RESTRICTIONS

In order to provide for the congenial occupancy of the property and for the protection of the values of the Units, the use of the property shall be restricted. The Land Based Units and Unit G-1 as shown on Exhibit B shall not be subject to said restriction, and said Units shall not be restricted in their use. The owners, thereof, its successors, assigns, servants, agents, invitees, customers, lessees, and licensees, thereof, are hereby accorded the right to use the Units in any commercial manner, subject to laws, rules and regulations of all governmental authorities having jurisdiction over the Unit. The remainder of the Boat Slip Units shall be restricted to and shall be in accordance with the following provisions:

1. Boat Slip Units. - Each Boat Slip Unit shall be used only as a mooring and dockage for boats and accessory uses as related thereto. Boat chartering and Boat Slip Units shall be permitted uses of each slip. Any other commercial use must be approved by the Board of Directors.

2. General Common Elements and Limited Common Elements. - The general common elements and limited common elements shall be used for the purpose for which they are intended.

3. Nuisances. - No nuisances shall be allowed upon the Condominium property, nor any use or practice that is the source of annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the property by its owners. All parts of the Condominium be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit to make any use of the common elements that will increase the cost of insurance upon the Condominium property.

4. Lawful Use. - No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

5. Leasing. There shall be no restrictions on Leasing. Each owner shall be responsible for the acts of his Lessee, however, in the event that any Lessee of a Unit Owner shall violate any provisions of the Act, Declaration, or By-Laws, and rules and regulations of the Marina as determined by the Council of Unit Owners, and more than one Unit Owner shall complain about said Lessee, the Association shall have the right to terminate said lease and order the Lessor to cancel any and all contracts with said Lessee.

6. Minors. - There shall be no age restrictions imposed against users of the premises of the Condominiums, provided that such minors are closely supervised and are not allowed to become a nuisance to other owners.