

# SEMIAHMOO MARINA RULES AND REGULATIONS

Effective May 1, 2009  
Adopted at April 17, 2009 Board Meeting

The Board of Directors on behalf of the owners of the Semiahmoo Marina Association (SMCA) have vested full authority in the Marina Manager to efficiently operate and maintain the marina in accordance with the Rules and Regulations outlined below.

## MARINA USE & ACTIVITIES

1. **COAST GUARD AND ALL LAWS:** Owner/Tenant shall comply with all applicable rules, regulations, and instructions of the United States Coast Guard and all laws, ordinances, rules and regulations of any federal, state, city, local or other government agency regarding a vessel or berthing in a Marina.
2. **FIRE CODES & ELECTRICAL:** In accordance with all fire codes and regulations, all electrical connections made to the Marina receptacle shall be the U.L. approved, weatherproof, three wire grounded type. No other type of electrical connections will be permitted. All electrical wiring must meet the minimum amperage required as established by the National Electrical Code. Undersized cords will be disconnected by SMCA personnel without notice to the Owner/Tenant. Cords may not be affixed or secured to docks, nor allowed to cross main walkways except for end ties that require wire covers as determined at the SMCA's sole discretion. Welding equipment and burning torches are not permitted anywhere in the Marina or aboard vessels in the Marina.
3. **DOCKS:** Dock steps placed on the finger must be no wider than one-half the width of the finger and no longer than five (5) feet. Dock steps shall not be fastened to the dock. No portion of any vessel shall overhang the walkway at any time (e.g. bow sprit, plank, bow, pulpit, swimstep) nor extend into the waterway past the pile hoop. It shall be in SMCA's sole discretion, to allow a vessel to extend into the waterway if, in SMCA's judgment, such a condition does not pose a threat to safe navigation; provided, however, that any Owner/Tenant permitted to berth a vessel in such a way that the vessel extending past the pile hoop into the waterway shall be permitted to do so only at the Owner/Tenant's sole risk. Chafing gear shall not be attached to the docks unless first approved by the SMCA in writing. No modifications to the wood whalers or dock siding will be allowed without the prior written consent of the Marina Manager. Owner/Tenants will be billed for any labor and material necessary to correct violations of this section. The Owner/Tenant shall keep the dock clean from grease, oil, polish or any other staining material. Owner/Tenant shall be solely responsible for all clean-up costs associated with removing grease, oil, polish or any other staining material from the dock.
4. **ATTACHMENTS:** Owner/Tenant **shall not attach**, without prior written SMCA approval, any item to the dock, finger piers or dock boxes, including, without limitation, cable boxes or phone boxes. The cost of repairing and/or removing any such items may be deducted from Owner/Tenant's deposit as set forth in the Marina Lease.
5. **CORDS & LINES:** Electrical cords and/or mooring lines shall not be placed across the walkways. Specifically, electrical cords must run from electrical stands directly on to a vessel and may not run across the walkways except for end ties that require wire covers as determined at the SMCA's sole discretion.
6. **CONDUCT:** 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 and refrain from engaging in any disorderly conduct. Disorderly conduct is described as unruly behavior which is contrary to public order and/or offensive to a reasonable person. All people shall treat all SMCA employees with respect. Verbal or physical abuse, verbal tirades, and intimidating communication are not permitted.

7. **CURRENT ADDRESSES:** All Owners/Tenants shall be required to keep the marina office informed of changes of boats and any changes to insurance coverage. All Owners/Tenants shall be required to inform the marina office of any changes to their addresses, phone numbers and email addresses.
8. **RENTALS:** All slip rentals shall be coordinated through the marina office. All terms and conditions of rentals shall be specified in the Moorage Lease Agreement and Slip Management Agreement. The Marina manager shall be responsible for collection of rentals and for enforcement of all the terms of the Moorage Lease and/or Slip Management Agreements.
9. **SECURE MOORING (RESPONSIBILITY/LIABILITY):** Boat owners are responsible for the safe and secure mooring of their boats and are liable for damages to the docks, to other boats, and to their own boat. Boat owners will be billed for labor and material incurred by marina staff to secure boats which have been improperly secured. No attachments, spars or other parts of the superstructure of any boat shall be allowed to extend beyond the boundaries defined by vertical planes located at the edge of each moorage slip. These planes reside at the wood waler at the front of the slip. An allowance of 10% of the individual slip width shall be left totally unobstructed except for fenders.
10. **SEWAGE:** There is a portable pumpout at bottom of main ramp. Boats with holding tanks are required to use this portable pumpout facility and are responsible for cleaning the area after each use. There is no charge if Owner/Tenant does his own pumpout. Pumpout service is available at nominal charge through the office, as set forth in Exhibit A. No sewage or other effluent shall be pumped into the Marina or the area surrounding it at any time. A fine of One Thousand Dollars (\$1000) will be assessed for each violation of this provision and the boat and operator shall be subject to eviction.
11. **LIVE ABOARD:** No person may live aboard a vessel moored in the marina without prior written approval of the Marina Manager.
12. **INSURANCE:** All Owners/Tenants shall carry liability insurance with limits of at least \$500,000 per occurrence and property damage insurance. All Owners/Tenants must supply the office with a Certificate of Insurance that shows SMCA as "additional insured/and or willing to notify." All boats must be insured as provided in these Rules and Regulations. In addition, after thirty (30) days of non compliance with this provision the Owner/Tenant shall be subject to a fine of Ten Dollars (\$10.00) per day.
  - 12.1. **Compliance Procedures:** Any owner or tenant failing to comply with this insurance requirement will be provided a fifteen (15) day written notice and opportunity to cure. This notice shall be sent via certified/registered mail, return receipt requested, to the Owner/Tenant's address on file with the Marina office. If the Owner/Tenant fails to comply within the permitted time, the Vessel of such Owner/Tenant may either be secured with ropes, chains or other equipment, or may be moved ashore. The association shall bear no liability for damage to the Vessel incurred in securing the Vessel or in moving it ashore. All fines and all costs incurred by the Association in taking any of the foregoing actions, including, but not limited to haulout fees and third party storage charges, shall be the sole obligation of the Owner/Tenant and must be paid before the vessel is released to Owner/Tenant. Such fees shall become a lien against the vessel or slip in the same manner as unpaid dues and assessments and may be foreclosed as provided for in the Condominium Declaration.
13. **PAST DUE PAYMENTS: Owners:** Payments of dues and assessments are due on the 1<sup>st</sup> of the month and will be charged a late fee equal to one and one-half percent (1.5%) of all payments and late fees which are due and owing after thirty (30) days. When an Owner's account is ninety (90) days past due or One Thousand Dollars (\$1,000.00) past due SMCA may put a lien on the Owner's slip. Additionally, the vessel may be secured and sold at auction or may be removed from the water and stored at the Owner's expense.
14. **GATES & GUESTS:** Owner/Tenant shall not prop, wedge or otherwise leave a gate open for any reason. All guests must be accompanied by the Owner/Tenant.
15. **LAUNDRY:** Drying or airing of laundry or other apparel on the docks or on the rigging of vessels is prohibited.
16. **WHEELED DEVICES: Skateboards, roller skates, in-line skates, motorcycles** and similar wheeled devices are not permitted on the docks. Bicycles must be walked across the docks to and from a vessel.

17. **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 or welfare of any children or any accidents that may occur to any other individual.
18. **SWIMMING:** Swimming is prohibited within the Marina.
19. **PETS, SEA GULLS, SEALS:** Owner/Tenants are responsible for the clean-up of any mess created by their pets. Failure to clean such a mess will result in a Twenty Five Dollar (\$25.00) charge per incident. Continual violation may result in eviction. Pets must be on a leash at all times and are not allowed in restrooms or laundry area. Continued barking is not allowed. Owners/Tenants are responsible for all actions of their pets. It is against federal law to trap or snare sea gulls. Seals are also federally protected mammals so please refrain from touching, harming or otherwise injuring them. Please report any dead or sick animals or marine life to the Marina office.
20. **MAIL:** All mail directed to Owners/Tenants shall be collected only for those persons renting mail-boxes. All other mail and parcels will be returned unless advance approval is given.
21. **SIGNS:** Unauthorized advertising signs such as for sale, lease or charter signs, shall not be displayed in the Marina or on a vessel without prior written Management permission. For sale signs must be uniform to the approved sign in the office.
22. **SELLING:** If Owner/Tenant is selling his vessel, Owner/Tenant must make arrangements to meet prospective buyers at the Marina. SMCA will not admit buyers to see any vessel in the Owner/Tenant's absence.
23. **COMMERCIAL:** Any vessel berthed at the Marina is to be used solely for recreational pleasure and shall not be used for any commercial undertaking.
24. **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 or splashed in waterways or on docks by Owner/Tenant or by maintenance personnel doing work on an Owner/Tenant's dock box. Paint, varnish, gasoline or other flammable materials shall not be placed or stored in any dock box.
25. **VESSEL ABSENCE:** Owner/Tenant shall notify SMCA when their vessel will be away from its slip for five (5) consecutive days.
26. **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.
27. **SLIP USE:** The Owner/Tenant shall dock only those vessels owned by Owner/Tenant in their assigned slip. Owner/Tenants shall not allow a vessel owned by anyone other than themselves to be moored in their assigned slip, except as may be allowed by Section 8 Rentals, above.

## **REPAIRS AND MAINTENANCE**

28. Yacht brokers, **contractors** or persons working on Owner/Tenant's vessel must register with SMCA prior to admittance to the docks. Owner/Tenant shall notify SMCA in advance that these persons will be arriving at the Marina. Contractors must have a minimum of Five Hundred Thousand Dollars (\$500,000.00) of liability insurance registered with the Marina office.
29. Any Owner/Tenant desiring to hire a **third party** to perform work on Owner/Tenant's vessel while at the Marina must secure the SMCA's approval before such third party (**Outside Vendor**) may perform any work. SMCA must first approve the materials and methods, insurance coverage, licenses and willingness of the Outside Vendor to observe the Marina Rules and Regulations before permitting an Outside Vendor onto the Marina property to perform work.

30. For the convenience of Owner/Tenants, the SMCA maintains a list of **Outside Vendors** who have been pre-approved for Marina access. Any Outside Vendor permitted onto Marina property, whether or not pre-approved, shall not be construed as having any endorsement of the SMCA for the work or services of such party nor shall the SMCA be in any way responsible and/or liable for the work done by any such party.
31. 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 repair".
32. 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.
33. Used **batteries, oil, antifreeze and fuel** may be brought to the Marina office for disposal. The Marina will dispose of these items free of charge. Batteries and fluids shall not be placed in the garbage dumpsters, nor spilled in the Marina waterways.
34. **Recycling receptacles** for glass, aluminum, plastic, cardboard, and other refuse are located in the waste disposal area. All garbage, refuse, or recyclable materials shall be placed in the corresponding receptacle.

### NOISE CONTROL

35. **Halyards and loose canvas** shall be tied-off to eliminate noise. Head sails shall be removed during winter months if not being used.
36. 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. Unnecessary operation of engines in slips shall not be permitted. No outdoor electronically-amplified speakers, bullhorns or similar noise-generating devices shall be used. 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.

### NAVIGATION & SAFETY

37. **SPEED LIMIT:** All vessels shall be operated at a **wakeless speed** while in the Marina and/or in the area between the Marina and the breakwater.
38. **MOTORS:** Auxiliary motors on sailing vessels must be used within the Marina; sailing within the Marina is prohibited on all vessels except for dinghies.
39. **RIGHT TO BOARD:** SMCA reserves the right to board any vessel in the event of any unsafe condition causing a prospective hazard to the Marina or surrounding vessels.
40. **LINES:** All boats shall be moored in a safe and secure manner on cleats with strong mooring lines. Dock lines shall be maintained in a safe and non-chafed manner and be of adequate size for the vessel. All vessels shall be moored with a two point tie up. Spring lines are recommended. 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 associated therewith.
41. **SUNKEN VESSELS:** If any vessel sinks within the Marina, Owner/Tenant must immediately take action to remove the vessel. If Owner/Tenant fails to take immediate action, the SMCA will do so and Owner/Tenant shall pay all cost incurred in such removal.
42. **HAZARDOUS:** Owner/Tenant shall notify the SMCA of any unsafe or hazardous condition. Disorderly conduct by any Owner/Tenant or their visitors that might cause harm to any other person or damage property or harm the reputation of the SMCA or Marina is prohibited.

43. **DINGHIES:** Dinghies are to be stowed on board or in the water in an Owner/Tenant's slip. Dinghies shall not be stored on the docks nor secured to dock boxes or utility stands. Dinghy storage across the forward corner of the slip must be approved by the Marina Manager. Dinghies shall not overhang onto the concrete portion of any finger or main walkway. Marina maintenance staff must install all dinghy boards.

#### **WASTE & HAZARDOUS MATERIAL CONTROL**

44. Owner/Tenant shall not throw, discharge, or deposit from any vessel or float any **refuse matter, sanitation waste, oily bilge's, or 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 toilet or lavatory facility of the Marina.
45. 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.
46. Owner/Tenant shall immediately notify SMCA of any **oil, gasoline or other discharge or spill** within the Marina.

#### **KEY FOBS**

47. Owner/Tenant shall not permit the **duplication, transfer, sale or loan of key fobs**. Owner/Tenant shall comply and shall cause Owner/Tenant's agents, employees, children and guests to comply with the Marina Lease and these Rules and Regulations. If Owner/Tenant or any other person using the key fob(s) violates any of the Marina Lease or 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.
48. Owner/Tenant shall notify the SMCA of any **lost or misplaced key fob(s)** immediately. Integrity of SMCA's security system is dependent upon maintaining strict control over the key(s) and that the loss or other non return of such key(s) will substantially impair such security system.
49. Owner/Tenant shall return all key fob(s) to SMCA immediately upon termination or leaving.
50. SMCA shall have the right to prescribe additional regulations governing use or possession of the key(s).

#### **PARKING**

51. SMCA reserves the right to designate specific parking areas that are to be used by Marina Owner/Tenants and guests when using Marina facilities. **30 minute parking spaces are for loading and unloading only.**
52. No motor homes, campers, trailers, or other oversize vehicles shall be parked in the parking area without the prior written consent of SMCA which may be withheld in SMCA's sole and absolute discretion.
53. No vehicle shall be stored in the parking area for a period in excess of ninety-six (96) hours without prior written or verbal consent of SMCA. Overnight sleeping in any vehicle in the parking area is prohibited without the prior written consent of the SMCA which may be withheld in SMCA's sole and absolute discretion.

#### **FINES & ENFORCEMENT**

- 54.□□ Fines shall be assessed as set forth above and/or as set forth in Exhibit A hereto, titled Charges, Fees and Fines. Any and all fines assessed against an Owner/Tenant shall become a lien against the vessel or slip in the same manner as unpaid dues and assessments and may be foreclosed as provided for in the Condominium Declaration.
- 55.□□ Violations of these Rules and Regulations by any Owner or Tenant shall subject the Owner or Tenant to any or all of the following:
- 55.1 A fine may be imposed by the Association for each day in which Owner or Tenant violates these Rules and Regulations. Such fine may be assessed by the Harbormaster or any member of the Board of Directors. The Owner or Tenant shall be given written notice of the fine within three (3) business days by certified mail, return receipt requested, to the Owner or Tenant's address on file with the Marina Office. Fines shall be assessed in accordance with the fine structure attached as Exhibit "A", or as otherwise set forth herein. All fines must be paid within thirty (30) days of assessment unless written notice of appeal is provided to the Marina Office within such thirty (30) day period. If the fine is timely appealed, fines shall be paid within ten (10) days after a decision upholding the fine is issued by the Board of Directors, if any.
- i. The Board of Directors shall hear any appeals which are timely filed with the Marina Office. The Board of Directors will schedule such hearing for its next regularly scheduled meeting following the notice of the appeal or such other meeting as the Board may schedule. Failure by the Owner or Tenant to appear shall result in a default. The owner or Tenant is entitled to present any relevant evidence at the appeal hearing which would demonstrate that the fine was wrongly imposed.
- ii. Following this hearing, the Board of Directors will issue its written decision within ten (10) days. The Board may, but is not required, to identify the reasons that support its decision. A Board member who issued any fine or who is a witness in any appeal hearing will recuse him or herself from the appeal hearing.
- 55.2 If a member is determined to be in violation of any provision of the Rules and Regulations other than the conduct provisions herein, the member will be notified of the violation ("Default Letter") by the Marina at the member's last known address and given an opportunity to cure the violation before sanction is imposed. Violations of Paragraph 6: Conduct set forth herein shall not require a Default Letter before assessment of a fine.
- 55.3 In the event that a violation is not cured within the period provided in the Default Letter, the Board may revoke the member's privileges, which may include, but are not limited to, ineligibility to vote, ineligibility to participate on committees, and ineligibility to serve as a director, and deactivation of gate card. The Board may also assess fines as provided herein.
- 55.4 If the Marina consults with its legal counsel concerning such violation, the member shall be liable for all the Marina's fees and costs incurred, regardless of whether a lawsuit is filed.
- 55.5 Any revoked privileges will be restored to the member once the violation is cured, and the member provides reasonable evidence thereof to the Board. If the member who cures the violation, commits the same or similar violation within ninety (90) days after restoration of privileges, that member's privileges may be revoked without notice or issuance of a subsequent Default Letter.
- 55.6 Any member who receives a Default Letter shall be given the opportunity for a hearing before the Board ("Violation Hearing") to explain the circumstances or any attempts to cure the violation.
- 55.7 The Board shall be entitled to require the member to produce any documents or witnesses necessary to support the member's position.
- 55.8 Failure to produce the documents or witnesses shall be deemed an admission by the member that the member was in violation of the Rules and Regulations.
- 55.9 After the Violation Hearing the Marina will issue a decision affirming the violation or dismissing the violation.

- 55.10 If the decision of the board is to affirm the violation, then the Marina shall notify the member in writing of any sanctions imposed.
  - 55.11 The Marina reserves the right to allow the member additional time to cure the violation.
  - 55.12 Any action by the Marina (including imposition of a sanction or grant of additional time) is without waiver of, or prejudice to, any of the Marina enforcement rights in law or in equity.
  - 55.13 Once a violation has been affirmed and so long as it is continuing, the Board reserves the right to increase the sanctions imposed on such member by providing written notice to the member.
  - 55.14 The Board reserves the right to delegate any duties associated with enforcement actions to the Marina administrative staff.
  - 55.15 Sanctions shall be imposed upon any owner(s) or tenant(s) whose guests violate any provision of the Rules and Regulations.
- 56 Owner/Tenant shall comply with these Rules and Regulations and all amendments thereto as are published by the Marina from time to time. 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.

**The Marina Rules and Regulations summarized herein and as amended from time to time and all other policies and regulations established by governmental agencies or the SMCA, shall form a part of the attached Marina Lease as if set forth fully therein.**

Adopted by the Board on Jan. 20, 2009 Effective Feb. 1, 2009  
Amended Rule #2, #5 and #31 on April 17, 2009 Effective May 1, 2009

## Charges, Fees and Fines Exhibit A

Late Rental Payment:	\$5.00 a day starting on the 16 <sup>th</sup> day. A 1.5% charge after 30 days.
Late Owner Payment:	\$5.00 a day starting on the 16 <sup>th</sup> day. A 1.5% charge after 30 days
Liens, Owner's Slip:	\$100 SMCA fee to put on/take off plus legal fees and costs.
Returned Check Charge:	\$25.00
Live Aboard Charge:	\$50.00 monthly (must have prior approval)
Credit/Background Check:	\$28.00
No Insurance:	\$10.00 a day after 30 days. Chain up after 45 days and/or eviction.
Sewage Discharge:	\$1,000 and/or eviction
Not Cleaning Up After Your Pet:	\$25.00 and/or eviction
Persistent Non-Compliance of Rules:	\$10.00 a day after 30 days
Resale Certificate:	\$100.00
Moorage Lines:	\$75.00 for the first line, \$50.00 for every additional line <i>**Please note: the owner must be notified of insufficient lines and given the opportunity to fix it on their own or authorize the lines before they are added or charged.**</i>
Installing Dinghy Boards:	\$75.00 SMCA furnishes everything
Installing Dinghy Boards:	\$65.00 Owner/Tenant furnishes wood
Pump Out	Free by Owner/Tenant
One Time Pump Out:	\$15.00 by SMCA employee
Monthly Pump Out:	\$40.00 (one time a week) by SMCA employee
Free Disposal:	Discarded oil, fuel and batteries. Bring to the office.

# 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
Weekend Marina Maintenance Phone	(360) 410-7339
Harbor Master Emergency Only	(360) 961-9125