



MARINA RULES (March 2017)

INTRODUCTION:

Anchorage Marina, Inc., the “Corporation” acting through its Board of Directors, (The Board), has adopted the following Marina Rules (Rules) with respect to the use and operation of the Corporation and the marina for the health, safety, and convenience of the Members. These Rules may be amended by the Board from time to time as provided in the Bylaws of the Corporation.

The following terms have the following meanings whenever used throughout these Rules.

- a. Anchorage Marina: All real and personal property owned by the corporation, a Maryland non-stock corporation, and its members, consisting of a 547- slip marina facility contiguous to and surrounding by the waterside facilities of the marina.
- b. Common Areas: All of the Marina, other than the finger piers and slips, including the main pier, for which the Corporation will assume the responsibility for construction, renovating, maintaining, and replacing.
- c. Finger Piers: One-half of the floating finger piers on either side of a slip, which shall be personal property owned by the Member who owns the Share(s) to which the slip is appurtenant, and shall be subject to certain licenses and/or rights created by the Corporation.
- d. Marina Management: The person or entity employed by the Corporation at the direction of the Board to perform such duties as the Board may authorize, or the President of the Board acting upon majority vote of the Board.
- e. Marina: All of the real and personal, tangible or intangible property leases or owned by and belonging to the Corporation, and identified as the Marina, including all the land and improvements thereon, located at 2501 Boston Street, Baltimore, MD 21224, except for the finger piers that are personal property owned by the Members.
- f. Member: The owner of Shares of the Corporation, the ownership of which entitles the Member to execute a Slip Agreement, and purchase a Finger Pier and confers membership in the Corporation.
- g. Occupant: Any legal person or persons (member under any Slip Agreement or other lease/license of a slip), any member of his or her family, and any subtenants; and any servants, employees, agents, visitors, guests, assignees, invites, or licensees of such legal person or persons, member of his or her family, or subtenant.
- h. Slip: An individual boat slip in the Marina, consisting of an area of water bounded on at least one side by a finger pier and on one side by the Main Pier, and identified by a Slip number on the Marina Plat. The area in the water comprising the slip shall be subject to alteration due to expect able subsidence, or settlement from surrounding structures, but

not due to casualty or other catastrophe, and shall include any replacement after such alteration.

- i. Slip Agreement: The proprietary lease/license agreement that governs the relationship between the Corporation and the Member as the user of a slip and the owner of a Finger Pier.

2 - Each Member shall comply with all Rules hereinafter set forth governing the buildings, drives, recreational areas and facilities, grounds, parking areas, and piers, and the finger piers of the Marina.

3 - These Marina Rules are supplementary to and not in lieu of provisions governing the Marina which are set forth in the Bylaws of the Corporation. To the extent of any inconsistency between any of the foregoing, the Bylaws shall prevail.

ENFORCEMENT:

4 - In addition to exercising the rights and remedies set forth in the Bylaws and the Slip Agreements, the Board shall have the right to assess each Occupant, as a Special Charge, an amount up to \$25 for each violation of these Marina Rules committed by each Occupant. In the event of a violation that is in the nature of a continuing violation, the Board shall have the right to assess each Occupant up to \$25 per day, as a Special Charge, for each day the violation continues. Refusal to comply with Marina Rules shall subject the violator thereof, upon written notice and failure to remedy, and pursuant to subsequent majority vote of The Board, to eviction and termination of right to access or use Common Areas.

GENERAL RESTRICTIONS ON USE:

5 - Without the prior written consent of the Board, no Slip shall be used in the business of the sale or lease of boats.

6 - All boat owners are required to have on file in Marina office a current boat insurance binder and certificate of insurance identifying Anchorage Marina thereon. Boat insurance should be based on industry standards and as otherwise specified in marina bylaws, slip agreements.

- a. All owners shall maintain proper safety equipment on boats, as governed by appropriate regulatory agency.

- b. Wakeless speed shall be observed at all times within Marina compound.

- c. All vessels kept at the Marina must display or otherwise be covered by a current state boat registration, documented use decal, and/or U.S. Coast Guard Documentation, as required by law.

- d. All vessels kept at the Marina must:

- 1 Be maintained in tight, staunch and seaworthy condition;
- 2 Be kept neat, clean, and free of rust, mildew, peeling paint, rot, blistering, and flaking and/or unsightly clutter;
- 3 Be equipped with adequate mooring lines and fenders in strong, clean and satisfactory condition ; and

4 Display a neat, shipshape, and aesthetically pleasing appearance and subject to the discretion of marina Management.

7 - The overall length of a boat including its pulpit, bowsprit, swim ladder/platform, anchor or other extension (hereafter collectively referred to as "boat") shall be in compliance with marina slip size limitations if the boat, when moored in either position, does not exceed the stated length of the berth by more than 5%; and that no part of the boat may extend beyond the dock box installed in accordance with marina specifications, or the edge of the main pier in the absence of a dock box. Exceptions may be made at the sole discretion of Marina Management based upon considerations of safety, maneuverability, interference, reasonableness, practicality, necessity and/or convenience.

8 - Absolutely no boat may be placed in any slip other than that which is listed on the Slip Agreement or any lease or license, without approval from the Marina office.

9 - Without the prior written consent of the Board no "For Sale", "For Rent", or "For Lease" signs or other displays or advertising may be maintained or permitted on any part of the Marina, in any Slip, or on any Main Pier.

10 – The Finger Piers and Common Areas shall remain free of clutter and be maintained in a neat, shipshape and aesthetically pleasing appearance, subject to the discretion of Marina Management. Personal items for customary dock use shall be permitted and stored within marina approved dock boxes when not in use. Bicycles may be stored only in standard racks that may be purchased from and installed by the marina upon Finger Pier gussets. Any garden material (limited to two 12 inch pots) must be contained within the confines of the slip and gusset area and contained safely on an elevated platform to prevent direct or close contact with the wooden pier structure. No automatic garden watering system is allowed at any time. At no time can any combustible material be stored or maintained on any Finger Pier or upon Common Area. There shall be no obstruction of the Common Area of the Marina and nothing shall be stored thereon without the prior consent of the Marina Management. No part of the Common Areas shall be decorated or furnished by any Member in any manner. To the extent that any ambiguity or issue arises pursuant to this rule, Marina Management is conferred with absolute discretion in the interpretation and enforcement hereof.

11 - The sidewalks, entrances, Main Piers and Finger Piers must not be obstructed, encumbered in any way, or used for any purpose other than for ingress and egress.

12 - The Finger Pier between slips is for the use of boats on each side and location of boarding stairs, cannot be wider than one-half the width of the finger piers. In no case will boarding stairs be allowed to block access to another boat. The only items to be placed on Finger Piers are to be boarding stairs and any storage box contained within the boarding stairs.

Design of all boarding stairs and storage boxes must be approved by Marina Management.

13 - No sign, notice, advertisement or other lettering shall be exhibited, painted or fixed by any Member or Occupant on any part of the Common Area, without the prior written consent of the Board, except as may be permitted by the Bylaws.

14 - Nothing shall be done or kept in any Slip or Common Area that will increase the rate of insurance for any of the facilities or contents thereof without the prior written consent of the Board. No Member or Occupant shall permit anything to be done or kept in a Slip or in the Common Areas that will result in

the cancellation of insurance on any of the facilities or contents thereof, or that would be in violation of any public law, ordinance, or regulation.

- a. Each Member and Occupant will keep the Marina general manager advised of current phone numbers, email addresses, physical residence addresses, boat descriptions and state registration numbers.
- b. No hoses or electrical lines should run across any Main Pier, unless authorized by the Marina management.
- c. No boats shall be left with unattended heaters. All heaters must be of an approved design and hard-wired. (Maryland Fire Code Law)

15 - No major repairs to boats should be done in the slips, to include but not limited to, spray painting, heavy fiberglass repairs or major sanding.

16 - All garbage and trash must be placed in trash bags and deposited in the containers provided around the Marina. No waste shall be permitted in the Common Areas.

- a. All boat owners and contractors are responsible for removing all waste oil, grease, paints and used batteries from marina property. The use of the marina dumpster is not allowed for disposal of these items.
- b. No waste material shall be discharged into the marina waters at anytime.
- c. At no time will fuel or flammables be stored on boats, other than in approved fuel tanks.

17 - Except in the recreational or storage areas designated as such by the Board; no bicycles, toys, benches, chairs or other articles of personal property shall be left in common areas.

18 - No motorized vehicles, skateboards, roller skates or horseplay shall be permitted on Main Piers. Appropriate foot apparel should be worn at all times.

19 - The toilets and other water and sewer apparatus shall be used only for the purposes of which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the Member/Occupant causing such damage.

20 - Nothing shall be done in any Slip or in, on, or to the Common Areas which may structurally change any of the buildings or piers nor shall anything be altered or constructed in or removed from the common areas, except upon the prior written consent of the Board.

21 - No obnoxious or offensive activity shall be carried on in any Slip or become an annoyance or nuisance to any other Member/Occupant. All Occupants shall keep the volume of any radio, television or musical instrument in the Marina, or on their boats when in the Slips sufficiently reduced at all times so as not to disturb other Members. Despite such reduced volume, no Member shall operate or permit to be operated any such sound-producing devices in a Slip or on a Dock between the hours of 11 p.m. and 8 a.m., if such operation shall disturb or annoy other Members.

22 - No Slip shall be used for any unlawful purpose, and No Member shall do or permit any unlawful act in or upon his Slip.

23 - At any one time, the number of visitors to a boat shall not exceed the two times design limit.

RIGHTS OF USE:

24 - All Members shall have the right to use any and all Main Piers for pedestrian ingress and egress.

25 - All Members shall have the right to use the Common Areas in accordance with any published rules of the Corporation.

DOGS AND PETS:

26 - Pets shall be allowed in the Marina provided they are at all times accompanied by its owner and either carried, kept on a leash or under verbal control when on any portion of the Common Areas.

27 - The owner of each pet is responsible for cleaning any spoilage occasioned by the pet on the Common Areas as well as for reimbursing the Corporation for the cost of repairing any damage to the Common Areas caused by such pet. Marina staff Management will enforce Baltimore City rules of proper clean-up.

28 - The owner of each pet is responsible for making sure his pet does not interfere with the rights, comforts or convenience of other Members/Occupants.

29 - Any damage to the buildings, recreational facilities or other common areas or equipment caused by a Member or Occupant shall be repaired at the expense of the Member or Occupant.

PARKING AND STORAGE:

30 - All personal property placed in any portion of the common areas, including, without limitation, any storage areas, shall be at the sole risk of the Member/Occupant, and the Corporation shall in no event be liable for the loss, destruction, theft or damage to such property.

31 - Should an employee of the Corporation at the request of a Member/Occupant move, handle, or store any articles in storage rooms or remove any articles there from or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the Member/Occupant. The Corporation shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

32 - Unless otherwise authorized by the Corporation, the parking areas may not be used for any purpose other than parking automobiles. The Corporation reserves the right to limit and govern all parking spaces.

33 - Parking except in permitted parking areas, designated by appropriate markings shall not be permitted. If any vehicle owned or operated by an Occupant or Member, any member of his/her family, tenants, guests, invites, licensees, or subtenants shall be illegally or improperly parked or abandoned in the Marina, the Corporation shall be held harmless by such Member for any and all damages or losses that may ensue. The Member/Occupant shall be held harmless by such person(s) for any and all damages or losses that may ensue. The Member/Occupant shall indemnify the Corporation as a result of such illegal or improper parking or abandonment and any consequences thereof. All vehicles must display a valid parking permit.

PLEASE SEE POLICY MANUAL FOR THE COMPLETE PARKING RULES

ENTRY INTO SLIPS AND DOCKS:

34 - A Member shall grant access to his Slip and Dock to the Board and/or the Managing Agent or any other persons authorized by the Board of Directors or Managing Agent for the purpose of correcting any conditions originating in his Slip or Dock, and threatening another Slip or Dock or the common areas, or for the purpose of performing installations, alterations, or repairs to the common areas adjacent to his Slip or Dock or to correct any condition which violates the provision of any mortgage covering the Marina, provided that request for entry is made in advance and that such entry is at a time reasonably convenient to the Member/Occupant. In case of an emergency, such right of entry shall be immediate whether the Member/Occupant is present at the time or not.

35 - Employees and agents of the Corporation are not authorized to accept packages, keys, money (except for charges due the Corporation) or articles of any description from or for the benefit of a Member. If packages, keys, money or articles of any description are left with the employees or agents of the Corporation, the Member/Occupant assumes the sole risk therefore, and the Member/Occupant, not the Corporation, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith. The Corporation does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Member's Slip or Dock will not be accepted without the prior written permission of the Member/Occupant accompanied by a written waiver of all liability in connection with such deliveries.

36 - All persons using any of the recreational, or service facilities of the Marina, including but not limited to the pool or associated areas does so at their own risk and sole responsibility. Guests must be accompanied by a Member/Occupant. The Marina does not assume responsibility for any occurrence, accident, injury or death in connection with such use. Use of the pool by any person shall be deemed to be under the direct supervision and control of any Member or Occupant through whom access was obtained.

37 - No Member/Occupant shall make any claim against the Marina, its servants, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational or service facilities. Each Member shall hold the Marina harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees, licensees or sublicenses of such Member or occupant growing out of the use of the recreational or service facilities except where such loss, injury or damage clearly can be proven to have resulted from and been proximately caused by the direct negligence of the Marina or its agents, servants, or employees in the operation, care or maintenance of such facilities. The absence of pool lifeguard services is expressly acknowledged by all Members, Occupants or guests thereof.

SUSPENSION OF RIGHT TO USE RECREATIONAL OR SERVICE FACILITIES:

38 - In addition to all other rights which the Board has for non-payment of fees or charges due the Corporation, the Board shall have the right to bar the use by a Member/Occupant of any of the recreational or service facilities for failure to make payment of any fee or charge due as provided for in the Bylaws, the Slip Agreement or these Rules.

MISCELLANEOUS:

39 - Complaints regarding: the Marina Management, Marina operation, other general complaints, employees of the Marina, or a Member, Occupant, tenant, guest, or contractor of the Marina shall be made in writing to the Marina general manager only . No Member shall direct, supervise or in any manner attempt to assert control over any employee of the Marina.

40 - No fishing, fish cleaning, crabbing or associated apparatus, swimming or diving is allowed in the Marina compound area.

41 - All dock carts should be immediately returned to the storage after use; and shall not be left on the piers, taken aboard boats or removed from the Marina area. Dock carts are not to be used by any contractors.

42 - All mooring lines must be in good condition at all times. Unsafe lines will be replaced at the owner's expense. No boats are to be tied to power posts, fire extinguishers, stand pipes or water bibs.

43 - Due to danger of fire and smoke disturbance to neighbors, the use of charcoal burners is not permitted on boats moored in Slips or piers, and such burners may not be used in the Common Areas.

44 - Solicitation is not permitted in the Marina. If any Member/Occupant is solicited by any person in the Marina, the Managing Agent must be notified immediately.

45 - Violation of these procedures, disorderly conduct, depredation, or indecorous conduct by any Occupant, tenant or guest is cause for cancellation of any rental agreement, regardless whether the slip was rented by a Member or agent.

46 – Live-a-boards are permitted in the marina, though the total number of long-term live-aboard vessels shall be limited by the discretion of the Board, and may be subject to change at any time. AMI reserves the rights to limit the number of non-owner tenants that are allowed to live-aboard their vessel. *PLEASE SEE POLICY MANUAL FOR COMPLETE LIVEABOARD POLICY.*

47. Electronic gate cards shall be limited to two cards per slip renter or if the slip is not rented, four cards per slip.