

# Fidalgo Marina Owners Association

## Rules and Regulations

<u>Revision History</u>	<u>Referenced Documents</u>
February 25, 1993	Fidalgo Marina Declaration
February 26, 1993	Fidalgo Marina Articles
April 13, 1993	Fidalgo Marina Bylaws
October 22, 1993	
November 2, 1993	
May 6, 2002	
May 7, 2016	

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## RULES AND REGULATIONS

PREFACE: Capitalized terms herein shall have the meanings ascribed to them in the Declaration, Articles of Incorporation or Bylaws of Fidalgo Marina Owners Association.

1. No part of the Property shall be used for any purpose except parking, storage and the common recreational and/or marina-related purposes for which the Property was designed, and which can be conducted in a manner which is compatible with the essentially private recreational character of the Marina. No Marina Slip may be used for business or commercial purposes, including pleasure craft charter boat services.
2. Each Marina Slip shall be limited to the moorage of up to two (2) pleasure watercraft, and for such other purposes, if any, as may be incidental to the intended use of the Marina Slip for moorage purposes. No watercraft shall be moored or permitted to be moored by an Owner in a Marina Slip if such watercraft extends more than two (2) feet beyond his or her Marina Slip without the prior written consent of the Board.
3. Neither the Property, the Marina nor the Marina Slips shall be used in contradiction to these Rules and Regulations, the Declaration, the Articles or Bylaws of the Association, or the lease agreement under which Owner claims a leasehold interest in a Marina Slip.
4. There shall be no obstruction of the Common Elements (including the common docks, piers, floats, ramps and walkways of the Marina), nor shall anything be stored in or on the Common Elements, without the prior written consent of the Board of Directors, except as expressly provided herein or in the Declaration or Bylaws.
5. Nothing shall be done or kept in or on any Unit, Common Element or Limited Common Element, Marina Slip, dockside locker, Marina or Harbor Area, nor on or in the watercraft moored at the Marina that would be in violation of any law, or that would will increase the rate of insurance, or result in the cancellation of any insurance, on the Building, the Units, the Property or the Marina, or contents thereof. No waste shall be committed to the Building, Units, Common Elements, Limited Common Elements, the Marina, Harbor Area or the Marina Slips.
6. Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of the Building, and no sign shall be affixed to or placed upon the exterior walls or doors, roof or any part of the Building or exposed on or at any window, without the prior written consent of the Board of Directors.
7. No animals of any kind shall be kept in any Unit or in the Marina, nor

leashed or tied to any part of the Building, any Unit or the Marina in a manner which creates an unsafe condition or impedes access to Common Elements or the Marina. Pets shall always be kept on a leash or in an enclosed carrier while being transported between the Owner's vehicle and watercraft and remain so leashed or contained until on board the watercraft or back in the owner's vehicle.

8. No noxious or offensive activity, including without limitation making loud or disturbing noises or the igniting of fireworks, shall be carried on in the Building, any Unit, the Common Elements, the Limited common Elements, the Marina Slips or the Marina, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or guests. No Owner shall do or permit any act that will interfere with the rights, comforts or convenience of other Owners.
9. Nothing shall be done in, on or to the Building, any Unit, the Common Elements, the Limited Common Elements, the Marina Slips or the Marina which will impair the structural integrity of the structures thereon. No owner shall make changes or modifications of any nature to any of the structure of the Marina, including but not limited to the finger piers located on either side of the Marina Slips.
10. The Common Elements, the Building, the Marina Slips and the Marina shall be kept free and clear of rubbish, debris, and other unsightly materials.
11. Parking shall be only in designated areas and shall be temporary, i.e., only while the Owner is using his or her Unit or the Common Elements, or while the owner is using his or her watercraft moored at the Marina. A parking stall allocated to a specific Unit pursuant to the Declaration shall be used only by the Owner of such Unit or his or her invited guests. Parking stalls not allocated, if any, shall be available to all Owners and their invited guests on a first-come, first-served basis. Parking stalls reserved for disabled may be used only by disabled individuals. The four (4) exclusive stalls and the nine (9) non-exclusive parking stalls located on the property adjacent to and to the south of the condominium Property shall be used on a first-come, first-served basis.
12. No washing of automobiles shall take place on any of the Property, nor shall the parking spaces be used for any purpose other than to park automobiles or pick-up trucks, excluding, specifically, large trucks, commercial vehicles, trailers or boats or recreational vehicles.
13. Storage by Owners in their storage lockers or dockside lockers, or personal property items left in or on any Common Elements or the Marina, shall be

- at the Owners' own risk.
14. Except as permitted herein or by written consent of the Association, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale," "For Rent" or "For Lease" signs or other displays or advertising be placed, maintained or permitted on any part of the Property, in any Unit thereon, or in the Marina or any Marina Slip therein. The Declarant and the Board reserve the right to itself or its agent to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units or Marina Slips, and the right is hereby given to any mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one foot (1') by two feet (2').
  15. Nothing shall be altered or constructed in, on or removed from the Property or the Marina, except upon the written consent of the Board of Directors.
  16. No public area of the Building shall be decorated or furnished by any Owner in any manner except upon the written consent of the Board.
  17. Each Owner shall keep his or her Unit and Marina Slip in a good state of preservation and cleanliness.
  18. The agents of the Board of Directors or the managing agent and any contractor or workman authorized by the Board or the managing agent may access any Unit or Marina Slip at any reasonable hour of the day after notification (except in case of emergency) for the purpose of inspecting such Unit or Marina Slip for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.
  19. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.
  20. No Unit Owner or any of his or her agents, servants, employees, licensees or visitors shall, at any time, bring into the Property or Marina, or keep in his or her Unit, dockside locker, or watercraft, any flammable, combustible or explosive fluid, material, chemical or substance, other than gasoline, diesel fuel, cleaning solvents and other substances generally used in the operation and upkeep of pleasure watercraft, provided such substances are maintained in accordance with proper instructions thereon and in such quantities as are generally maintained by non-commercial users.
  21. If any key or keys are entrusted by an Unit Owner or by any member of his

or her family or by his or her agent, servant, employee, licensee or visitor to an employee of the Board of Directors, whether for such Unit, Marina Slip, the Owner's watercraft, an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such Owner or person, and the Board of Directors shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

22. The Board of Directors or its designated agent may retain a pass key to each Unit. No Unit Owner shall alter any lock or install a new lock or a knocker or any door of a Unit without the prior written consent of the Board of Directors. In case such consent is given, the Unit Owner shall provide the Board of Directors or its agent with an additional key pursuant to its right of access to the Unit.
23. The Board of Directors may charge guests for the use of the parking area, sauna, spa, lounge or other Common Area facility and may restrict the number of guests that may use any such facilities.
24. Rules of behavior for the spa and sauna area will be promulgated by the Board of Directors, and all Owners and their families and guests must abide by such rules.
25. During the period that the City Lease is in effect, no Unit may be rented, leased or sold except to a person who is concurrently renting or leasing the corresponding Marina Slip, except with the written consent of the Board of Directors.

## CLUBHOUSE AND FACILITIES

1. All clubhouse facilities (lounge, kitchen, bar, chart room, restrooms, showers, saunas, hot tub, laundry and storage lockers) are for the exclusive use of marina unit owners (sublessee) and their authorized guests. (Authorized guests are those persons who are accompanied by the moorage unit owner while visiting the premises).
2. All vendors, vessel crew members, service persons and other non-guest persons are not allowed use of the clubhouse facilities or storage lockers.
3. Persons renting moorage from the Fidalgo Marina Partnership are not allowed to use the clubhouse facilities.
4. Persons renting moorage from a moorage unit owner may not use the clubhouse facilities in lieu of use by the moorage unit owner.
5. The Association provides an outside access restroom for use by persons not authorized to use the clubhouse facilities.

## ACCESS TO THE FACILITIES

Each moorage unit owner will be issued a key card that will provide access to the main clubhouse facilities as well as the gated parking lot and the marina docks.

The key cards are customized for each moorage unit owner. Accordingly, each time a key card is used the user's name will be recorded by the security system. The card monitoring system also records which facility is being used and the time of use.

Access to the facilities by a person renting from a moorage unit owner or the Fidalgo Marina Partnership will be provided a key card access to the marina gate and parking area only.

## RULES FOR USING THE CLUBHOUSE

1. It is the intent of the Association that the clubhouse facilities be used for the exclusive quiet enjoyment of the moorage unit owners and their authorized guests. Therefore, the moorage unit owner(s) must be on-site (at the marina) when their guests are using the various clubhouse facilities
2. The facilities are to be used only as a supplement to the moorage unit owner's vessel and are not intended to provide additional living/use space for boaters.
3. Use of the kitchen and bar area of the clubhouses for casual, intermittent use. Examples of casual use include such activities as warming a pizza in the oven or mixing drinks on the bar counter. These facilities are not to be used on an ongoing basis by any moorage unit owner, guest or renter. Storage of personal beverages, food supplies or other personal material in the

- refrigerator or cabinet spaces is prohibited.
4. Where a moorage unit owner desires to use the kitchen and bar area for a party or social event, use of these facilities must be approved and scheduled in advance by the Harbormaster.
  5. Moorage unit owners may reserve the clubhouse facilities (lounge, bar and kitchen areas) for special social events on a first come, first serve basis. Special occasions would include boat christenings, receptions, special business meetings, family reunions, etc. Moorage unit owners are the only persons entitled to reserve the clubhouse facilities for private social functions and must be in attendance at the marina during the event. It is intended that reservation of the clubhouse facilities by moorage unit owners will be on an occasional, intermittent basis. Regularly scheduled events that preclude use of the facilities by other moorage unit owners will not be allowed.
  6. Use of the saunas and hot tub by guests and non-adults must be under the direct supervision of the moorage unit owner(s).
  7. The laundry facilities are to be used only on an occasional basis. It is requested that users of the laundry facilities write their name and estimated time of when the washer/dryer may be used by others on the note board provided. Please limit usage to a maximum of two loads of laundry per user. If additional usage of laundry facilities is needed please place your name on the note board after other's using the laundry facilities.
  8. Use of the television in the clubhouse will be on a first come, first serve basis. The volume of the television shall be set a level that does not interfere with other persons who may be using the facility.
  9. All non-adults (children under 18 years old) using the clubhouse facilities (including the television) must always be accompanied by a moorage owner.

## MARINA

As part of our effort to provide a safe and inviting atmosphere and facility for owners and guests at Fidalgo Marina (FM), the following rules and regulations are provided for your protection.

All moorage unit owners(sublessees), guests, renters, vendors and others making use of the moorage facilities are subject to the Fidalgo Marina Rules and Regulations. Moorage unit owner understands and agrees to abide by these rules and regulations and acknowledges that failure to comply may result in fines and restricted access as described herein under "VIOLATIONS OF DECLARATION, LAWS, RULES & REGULATIONS". These rules and regulations may be amended periodically by the



Fidalgo Marina Owners Association upon written notice to Moorage unit owner.  
Additional copies of these rules and regulations are available in the Marina office.

1. **Compliance with Laws.** Moorage unit owner 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 governmental agency with jurisdiction regarding the vessel or berthing in the Marina. At all times that the vessel is moored at the Marina the vessel shall be used solely for pleasure and shall not be used in any commercial activity or undertaking.
2. **Insurance.** All vessels in the Marina are required to carry a minimum of \$1,000,000 liability and pollution insurance naming Fidalgo Marina as 'additional insured'. Proof of insurance must be provided to the Marina Manager or Secretary of the Board annually. This is the Slip Owners responsibility.
3. **Boat Condition.** Only boats in good condition and under their own power shall be admitted to Berthing areas. In the event of an emergency during the Owner's absence, i.e. breakdown of the bilge pump, leak or bad lines, FM is authorized to make necessary repairs which will be charged to the owner.
4. **Owner responsible for his boat and slip.** Each Owner is responsible for the neatness of his/her moorage space. A maximum of two vessels may occupy a slip, unless written authorization is granted by FM.
5. **Disposal of Waste.** Moorage unit owner shall not throw, discharge or deposit from any vessel or float any refuse matter, sewage, oily bilges, or inflammable liquid ("Waste Materials") into the water or upon the Marina. Vessels shall be equipped with Coast Guard approved sanitation devices. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent Waste Materials from being pumped automatically into the water. Sanitation devices shall be emptied into pump out facilities provided by the Marina, not in any toilet or lavatory facility. All Waste Materials shall be deposited in the appropriate containers within the Marina.
6. **Attachments, Overhangs.** Moorage unit owner will not attach or install or have attached and installed any objects or materials to docks/floats other than approved fenders and balloons. No portion of the vessel shall overhang the walkway at any time (i.e. bowsprit, plank, bow pulpit, swimstep) The total length of any vessel, bow to stern, shall not exceed two (2) feet beyond their designated slip length.
7. **Electrical Connections, Water Hoses.** In accordance with fire codes and regulations, all connections made to the Marina electrical system shall be of the approved, weatherproof, three wire, grounded type. Wiring must be of

sufficient amperage as required by the National Electrical Code. Undersized and inadequate cords will be disconnected by Marina personnel. Cords may not be affixed or secured to docks without prior permission from the Marina Manager. Cords may not be allowed to cross main walkways. Water hoses may not be permanently affixed to the vessel or dock boxes but may be fixed to steel columns with approval of the Marina Manager. Any water hose left unattended shall be turned off and removed by Marina personnel.

8. **Children , Life Jackets.** Children under twelve (12) years of age are not permitted on the docks at any time without parents or other responsible adults. Non-swimmers or toddlers must wear life Jackets when on the docks and boat decks.
9. **Operation of Engines.** Except for entering or leaving slips, main engines, power generating equipment and other noise making machinery may not be in operation between the hours of 500pm and 9 00 am .Engines shall not be operated in gear while the vessel is secured to the dock. Unnecessary operation of engines in the boat slips shall not be permitted.
10. **Marina Speed Limit.** Boats operating within the marina shall not create a wake.
11. **Laundry.** Drying or airing of laundry or apparel on the docks or the riggings of vessel is prohibited.
12. **Skateboards and Bicycle's.** Skateboards, bicycles, motorcycles or the like shall not be ridden or stored on the dock s.
13. **Halyards and Dock Lines.** Dock lines shall be maintained in a safe and non-chafed manner and be of adequate size of the vessel. All vessels shall be moored securely. All efforts will be made to eliminate unnecessary noise, i.e., halyards shall be tied-off.
14. **No Fishing or Swimming.** Fishing or swimming is prohibited within the Marina. Cleaning fish or shellfish on the docks or surrounding areas is prohibited.
15. **Spotlights and Horns.** Spotlights, mast or rigging lights, horns, sirens and hailers must be turned off while moored.
16. **Construction and Repairs.** Spray guns shall not be used topside or above decks. Owner shall not engage or caused to be performed, any major boat construction or repair at the Marina. Fidalgo Marina shall be the sole judge as to what constitutes "major construction or repair". Owner shall be responsible for any spills, drips, or overspray of any kind on the docks, adjacent boats or in the water. Power sanding of any kind is not permitted. Should it become necessary for FM to clean up after an Owner, it will be done at Owner's expense.

17. **Pets.** Animals and pets are not allowed in the Marina unless on a leash. Sublessees are responsible for all clean up as a result of their pets or their guest's pet.
18. **Signs.** Unauthorized advertising signs shall not be displayed in the Marina or any boat.
19. **Registration of Contractors and Visitors'.** Contractors or persons working on the vessel must register with FM prior to admittance to the docks. Owner shall notify FM in advance that these persons will be arriving at the Marina. All contractors must produce evidence of insurance satisfactory to FM. If Owner is selling the vessel, Owner must decide to meet prospective buyers at the main office of the Marina. Fidalgo Marina will not admit buyers or brokers. to see any vessel in Owner's absence unless Owner authorizes Marina Manager, in writing, to admit such buyers and brokers.
20. **Dinghies.** Dinghies must be stored aboard the vessel or approved by Marina Manager.
21. **Storage.** Supplies, accessories, or gear of any kind shall be stored on the vessels or in the dock boxes provided. Fidalgo Marina is authorized to enter the dock boxes in order to effect repairs thereon or if, in the sole discretion of the Fidalgo Marina, such entry is necessary for the safety of the Marina or vessels therein.
22. **Fueling.** No fueling of vessels shall be permitted within the marina.
23. **Telephone Messages.** Fidalgo Marina does not accept telephone messages for Owners, or their guests. In the case of a serious emergency dial 911.
24. **Notice of Dangerous Conditions, Conduct.** Moorage unit owner must notify FM of any unsafe or hazardous conditions that come to Owner's attention. Disorderly or indecorous conduct by any Owner or Owner's guests that might cause harm to any other person or damage property or harm the reputation of the Marina is prohibited.
25. **Parking.** No motorhomes, campers, trailers or other oversize vehicles shall be parked in the parking area without the prior written consent of Fidalgo Marina. Such consent may be withheld in FM's sole and absolute discretion. Guest vehicles, additional vehicles, and oversized vehicles must park outside the permitted parking area.
26. **Fires.** In accordance with local fire regulations, charcoal or gas fires will not be permitted on the docks.
27. **Power Failures.** If an electric power failure occurs or is turned off for repairs, the Marina Manager shall reset breakers on the dock boxes when power is back in service.
28. **Onshore Waste Disposal.** Owners and Renters shall be responsible for

handling and disposal of all wastes or materials other than sanitary holding tanks, pure recyclable lube oil and common dumpster approved trash. Marina Manager shall assist with information available for handling of other waste, such as, oily bilge water, waste paints, old batteries, antifreeze, pet droppings, contaminated fuels, etc.

29. **Damage to Marina Improvements.** Any costs related to repairing damage to the marina improvements which include; individual slips and marina common areas will be incurred by responsible owner or renter.

## PARKING FACILITIES

Policy Statement: Each moorage unit owner has been provided a designated parking stall for his or her exclusive use. No other moorage unit owner or guest may use the stall unless permission has been secured by the owner. Limited guest parking has been provided.

1. **Controlled Parking Lot.** Stall designations: Moorage unit owners may park only in their assigned parking stall. Those persons parking in the wrong stall will be subject to towing.
2. **Handicap Stalls.** The handicap stalls are reserved for the exclusive use of moorage unit owners or their guests who have a Washington state issued Handicap Parking Permit. Those persons parking in a handicap stall without a valid permit will be subject to towing.
3. **Visitor/Guest Parking.** Short-term visitor/guest parking is limited to the paved Parking areas located adjacent to the gated parking lot. Short-term parking is defined as stays limited to no more than 8 hours. Persons needing to park at the marina for longer periods shall make arrangements with the Harbormaster for off-site parking.
4. **Renter Parking.** Persons renting moorage from Fidalgo Marina Partnership are permitted to park in the unassigned parking stalls located in the gated parking lot. Only one vehicle per renter is allowed in the gated parking lot. Persons renting moorage directly from a moorage unit owner may use the gated parking facilities with the permission of the moorage unit owner. In order to use the parking facility, however, the moorage unit owner must supply the renter with his assigned key card and the renter must park in the owner's assigned parking stall. Only one vehicle per renter is allowed in the gated parking lot. Extra key cards for moorage unit owner's renter will not be provided by the Association.

## REPAIR AND VENDOR WORK IN MARINA

Policy Statement: The moorage facilities have been provided for the quiet enjoyment

of the moorage unit owners and their guests. Consequently, repair or construction work on vessels moored in the marina is generally not allowed. However, limited work as set forth in the marina's Rules and Regulations is allowable subject to the following:

1. All vendors or other service people working on vessels in the marina must be approved and registered with the Harbormaster.
2. All vendors/service persons must provide proof of insurance to the Association per the rules and regulations.
3. No exterior repair/construction related work allowed on any vessel moored in the marina. Limited interior work subject to the Association approval may be allowed.

### LIVEBOARDS

POLICY STATEMENT: The Fidalgo Marina has been developed to provide moorage and support facilities for vessels that are used by the moorage unit owners who have a primary residence other than the marina. However, marina unit owners may remain aboard their vessels for extended periods subject to the following:

1. Full-time liveboards are not allowed.
2. Persons renting moorage in the marina from either a moorage unit owner or the Fidalgo Marina Partnership may live aboard their vessels for only a limited time period (one (1) week or less). Extended stays aboard a renter vessel is not allowed.
3. Moorage unit owners who remain aboard their vessels for extended periods of time are expected to limit their use of the clubhouse facilities as defined above.
4. U.S. Mail service at the marina for moorage unit owners who remain aboard their vessel at the marina for extended periods will not be provided. To receive mail, moorage unit owners are expected to arrange for a post office box in Anacortes.
5. In general, acceptance of delivery service (UPS, FED EX, etc.) by the Association (or Harbormaster) on behalf of a moorage unit owner will be discouraged.
6. Moorage unit owners who remain aboard their vessel at the marina for extended periods of time will be subject to all current local, state and federal regulations concerning boat sewage disposal. Discharge of untreated raw sewage into the marina is prohibited. All vessels in the marina must be equipped with Coastguard approved marine sanitation devices. For those vessels equipped with approved sewage treatment

systems, discharge of treated effluent to the marina waters is allowed subject to local, state and federal regulations. For those vessels equipped with wastewater holding tank(no treatment system), the marina has provided a boat sewage pumpout system. The system consists of a mobile pumpout unit (cart with tank and pump) and a fixed pumpout station. Owners may use either unit to pumpout boat sewage holding tanks.

7. Moorage unit owners who remain aboard their vessel at the marina for extended periods of time will not be allocated extra vehicle parking. They are subject to the same restrictions and limitations as set forth above.

## **POLICIES FOR RENTERS**

As part of our effort to provide a safe and inviting facility for both renters and owners at Fidalgo Marina (FM), the following policies have been established for renters of moorage units.

### **State Mandated Information and Required Insurance**

At least five business days prior to occupying a rented moorage unit in FM, the Renter must give the following information to the Marina Manager:

- The name of the legal owner of the vessel.
- The Renter's address and telephone number (and the vessel owner's name and address if different from the Renter.)
- A local contact and that person's address and telephone number, if different from the Renter.
- The registration or documentation number of the vessel.
- The vessel's hull identification number.
- The vessel's home port.
- Only boats in good condition and under their own power shall be admitted to berthing areas.
- Proof of vessel registration or written statement of the moorage lessee's intent to register or an exemption affidavit certifying that the vessel is exempt from state registration requirement.
- Proof of \$1,000,000 insurance coverage for liability, legal, and pollution, as required under State Law RCW 88.26.030, with Fidalgo Marina Owners Association named as 'additional insured'.

Insurance information should be updated annually on the month anniversary of the move-in date.

**Clubhouse and Other Facility Use.** Persons renting moorage from a moorage unit owner may not use the clubhouse facilities. Renters may use the clubhouse facilities

only as guests of moorage unit owners when those owners are on site. The storage lockers and laundry facilities are not available to Renters.

**Key Cards.** Owners are to provide Renters with a key card that will give access to the marina gate and parking area only. The cards should be treated gently, and care taken not to lose any cards.

**Parking.** Each Renter of a moorage unit may use the gated parking facilities. Each moorage unit is assigned a parking stall and Renters may use the assigned parking stall of that unit, with the permission of the moorage unit owner. They may park only in the assigned parking stall. Only one vehicle per Renter is allowed in the gated parking lot. Trailers are not to be left in the assigned parking stall. Short-term visitor/guest parking is limited to the paved parking areas located adjacent to the gated parking lot. Short-term parking is defined as stays limited to no more than eight hours. Persons needing to park at the marina for longer periods shall make arrangements with the Marina Manager for off-site parking.

**Marina Gate.** Owners, tenants, and service personnel are asked to not prop open the gate for extended periods of time. This is for security of the docks. The only time the gate should be kept open is when the Marina Manager is on the premises during standard business hours, Monday through Friday. The gate is to be kept closed weekends and evenings. Do not prop open the gate while waiting for guests to arrive. Have them phone you from the upper area. The gate may be propped open during multiple trips to and from the boat, as long as the person propping open the gate closes it when the loading/unloading process is completed.

**Outside Restroom.** The outside restroom in the clubhouse, near the dock carts, is available for the use of Renters. The other facilities in the clubhouse are not available.

**Staying Aboard the Vessel.** Extended stays aboard a Renter vessel are not allowed. Renters may not stay aboard their vessels for more than four consecutive days or more than eight days in any month. Only Renters and their families may stay aboard the vessel when it is in the marina. Guests may not stay on the vessel unless the Renter is present.

**Subletting.** The moorage unit Renter may not sublet the moorage unit.

**Slips.** The moorage unit Renter shall not attach or install or have attached or installed any objects or materials to docks/floats other than approved fenders and balloons. No portion of the vessel shall overhang the walkway at any time (i.e. bow sprit, plank, bow pulpit, swim step). The total length of any vessel, bow to stern, shall not exceed two (2) feet beyond its designated slip length. A maximum of two vessels may occupy

a slip, unless written authorization is granted by FM. Only boats in good condition and under their own power shall be admitted to berthing areas.

**Dock 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 securely.

**Dinghies.** Dinghies must be stored aboard the vessel or as approved by the Marina Manager.

**Emergencies.** In the event of an emergency aboard a Renter vessel during Renter's absence (breakdown of the bilge pump, a leak, bad mooring lines, and so on) FM is authorized to make necessary repairs, which will be charged to the Renter.

**Electrical Connections.** In accordance with fire codes and regulations, all connections made to FM electrical receptacles shall be of the approved, weatherproof, three-wire, grounded type. Wiring must be of sufficient amperage as required by the National Electrical Code. Undersized and inadequate cords will be disconnected by Marina personnel. Cords may not be affixed or secured to docks without prior permission from the Marina Manager. Cords may not be allowed to cross main walkways. If an electric power failure occurs or if electricity is turned off for repairs, the Marina Manager shall reset breakers on the dock boxes when power is back in service.

**Water Hoses.** Water hoses may not be permanently affixed to the vessel or dock boxes but may be fixed to steel columns with the approval of the Marina Manager. Any water hose left unattended shall be turned off and removed by Marina personnel.

**Children, Life Jackets.** Children under twelve years of age are not permitted on the docks at any time without parents or other responsible adults. Non-swimmers or toddlers must wear a life jacket when on the docks and boat decks.

**Pets.** Animals and pets are not allowed in the Marina unless on a leash. Renters are responsible for all clean-up necessary because of their pets or their guests' pets.

**Operation of Engines and Speed Limit.** Except for entering or leaving slips, main engines, power generating equipment and other noisemaking machinery may not be in operation between the hours of 5:00pm and 9:00am. Unnecessary operation of engines in the boat slips shall not be permitted. Engines shall not be operated in gear while the vessel is secured to the dock. Boats operating within the marina shall not create a wake.

**Limitations on Dock Activities.** Drying or airing of laundry or apparel on the docks or the riggings of vessels is prohibited. Skateboards, bicycles, motorcycles or the like



shall not be ridden or stored on the docks. Cleaning fish or shellfish on the docks or surrounding areas is prohibited. In accordance with local fire regulations, charcoal or gas fires are not permitted on the docks. Supplies, accessories, or gear of any kind shall be stored on the vessels or in the dock boxes provided.

**Disposal of Waste.** Moorage unit Renter shall not throw, discharge or deposit from any vessel or float any refuse matter sewage, oily bilges, or inflammable liquid ("Waste Materials") into the water or upon the Marina. Vessels shall be equipped with Coast Guard approved sanitation devices. Vessels with automatic bilge pumps shall be maintained in a manner that will prevent Waste Materials from being pumped automatically into the water. Sanitation devices shall be emptied into pump-out facilities provided by the Marina, not in any toilet or lavatory facility. All Waste Materials shall be deposited in the appropriate containers within the Marina.

**Fueling.** No fueling of vessels shall be permitted within the marina.

**Fireworks.** Fireworks of any kind (including sparklers, rockets or any other type) are not permitted in the Marina, either on boats, docks, in the parking areas, or anywhere nearby. It should be noted that fireworks are prohibited within the City of Anacortes.

**No Commercial Activity.** At all times that the vessel is moored at FM, the vessel shall be used solely for pleasure and shall not be used in any commercial activity or undertaking, including services boarding charter customers. Unauthorized advertising signs shall not be displayed in the Marina or on any boat.

**Registration of Contractors and Visitors.** Contractors or persons working on the vessel must register with the Marina Manager prior to admittance to the docks. The Renter shall notify FM in advance that these persons will be arriving at the Marina. All contractors must produce evidence of insurance satisfactory to FM. If the Renter is selling the vessel, Renter must make arrangements to meet prospective buyers at the main office of the Marina. FM will not admit buyers or brokers to see any vessel in the Renter's absence unless Renter authorized the Marina Manager, in writing, to admit such buyers and brokers.

**Construction and Repairs.** The Renter shall not engage or cause to be performed, any major boat construction or repair at the Marina. FM shall be the sole judge as to what constitutes "major construction or repair." Spray guns shall not be used topside or above decks. Power sanding of any kind is not permitted. The Renter shall be responsible for any spills, drips or overspray of any kind on the docks, adjacent boats or in the water. Should it become necessary for FM to clean up debris caused by Renter, it will be done at Renter's expense.

**Compliance with Laws.** Renters shall comply with all applicable rules, regulations, and instructions of the United States Coast Guard and all laws, ordinances, rules and regulation of any federal, state, city, local or other governmental agency with jurisdiction regarding the vessel or berthing in the Marina.

#### **VIOLATIONS OF DECLARATIONS LAWS, RULES & REGULATIONS**

Upon any violation of any provision of the Declaration, Bylaws, or any Rule and Regulation of the Association, the Board, or its designated representative, shall have the authority to impose fines and restrict access, as follows:

1. Upon any such violation, the Board, or its designated representative, shall give written notice of the violation to the Owner, at the address shown in the books and records of the Association. Said notice shall set forth, in reasonable detail, the nature of the violation and shall be deemed given upon mailing, first class mail, postage prepaid, to the Owner at said address. The Owner shall have a period of ten days from the date of mailing of said notice within which to cure said violation.
2. If the violation is not cured within said ten (10) day period, the Board, or its designated representative, shall have the authority to impose a fine of up to One Hundred Dollars (\$100.00) for each day that the violation remains uncured. Notice of the imposition of the fine shall be given as provided in Paragraph 1 above.
3. If, after the fine is imposed, the violation remains uncured for a period of ten (10) days from the date that notice is given to the Owner of the imposition of the fine, the Board shall have the right to deny the Owner access to the clubhouse, each Unit and the parking area until the violation is cured. Notice of the imposition of the access restriction shall be given as provided in Paragraph 1 above. The fine provided in Paragraph 2 above shall continue, notwithstanding the restrictions on access provided in Paragraph 3.
4. If, after the action provided in Paragraph 3 has been taken and the violation remains incurred for a period often (10) days from the date that notice is given to the Owner of the restriction of the Owner's access, the Board shall have the right to deny the Owner access to the marina common areas until the violation is cured. Notice of the imposition of the access restriction shall be given as provided in Paragraph 1 above.

The fine provided in Paragraph 2 above and the restriction of access provided in Paragraph 3 above shall continue, notwithstanding the restriction on access provided in this Paragraph 4.

**No Limitation.** Nothing in the schedule of fines set forth above shall be deemed to be a waiver of the right of the Board to seek an additional or alternative remedy as provided at law or in the Declaration or Bylaws.

**Appeal Procedures.** Any Owner who is aggrieved by the imposition offense as provided above may seek a review of the fine by the Board. Notice of the appeal must be in writing, addressed to the Board, and mailed, first class mail, postage prepaid to the Board at the following address:

**Fidalgo Marina Condominium Association  
3101 "V" Place  
Anacortes, WA 98221**

The notice of appeal must be postmarked no later than seven (7) days after the date of the notice of the imposition of a fine against the Owner and must set forth, in reasonable detail, the reason(s) why the Owner believes himself or herself to be aggrieved by the

imposition of the fine. The Board shall consider the appeal within thirty (30) days after the date of the notice of appeal. The appealing Owner shall receive notice of the date of the hearing by the Board and the Owner or representative may be present at the hearing. The determination of the Board on the appeal shall be in writing and is final. Until the Board has made a final determination of the appeal, any fine imposed against the Owner shall be abated. If the appeals denied, the cure period, to the extent it has not expired before the notice of appeal was given by an Owner, shall recommence, effective on the date of the determination of the appeal by the Board. If the appeal is granted in part, the Board shall, as part of its determination, establish new cure period.