

1 **SKYLINE MARINE OWNERS ASSOCIATION 17**

2
3 **MARINA REGULATIONS. POLICIES. AND PROCEDURES**

4 **Rev 1 Change 10 Effective 5-31-2018**

5 **I. INTRODUCTION**

6 **A. PURPOSE**

7 The purpose of the Marina Regulations, Policies, and Procedures is to promote the safe
8 and efficient operation of the Marina.

9 **B. NOTIFICATION**

10 It is the user's responsibility to obtain a copy of the Marina Regulations, Policies, and
11 Procedures manual from the Dock Master. The Board of Directors does not accept
12 responsibility for mailing or delivery of the Marina Regulations, Policies, and Procedures
13 manual or for ensuring that Marina users have familiarized themselves with Marina
14 regulations. Copies will be made available in the Dock Masters office.

15 **C. APPLICATION**

- 16 1. Ownership of a Skyline Marine Owners Association 17 slip shall constitute agreement
17 to become familiar with these Regulations and agreement to comply with the same,
18 Lessees and any other occupants of SMOA 17 Marina property shall also be bound
19 by said regulations.
- 20 2. Anyone present on or in SMOA 17 Marina area and/or using the Marina facilities or
21 equipment is subject to and shall comply with any verbal or written signs of
22 communication, including administrative and operational policies and procedures,
23 issued or posted by the Board of Directors.

24 **D. COMMUNICATIONS**

25 The Dock Master may be contacted via telephone by calling (360) 293-8801.

26
27 **E. DEFINITIONS**

- 28 1. Common areas are as defined in section 7 of Declaration Submitting Property
29 Washington Horizontal Property Regime Act (Skyline Marina Condominiums) known
30 herein as the declarations
- 31 2. "Berthage" means any properties or facilities within the SMOA 17 Marina which are
32 capable of use for the berthage or storage of vessels. Commonly known as a slip.
- 33 3. "Marina" means all water, land, airspace, buildings and structures within the
34 boundaries of SMOA 17 Marina complex.
- 35 4. "Marina Management" refers to the Board of Directors of SMOA 17 Marina, its
36 agents, and representatives.
- 37 5. "SMOA 17" shall mean the "Skyline Marine Owners Association 17" and/or its
38 representatives
- 39 6. "Leasing" means allowing a person other than the Owner of record to place his/her
40 vessel in a berthage, whether for rent, other consideration, or no consideration at all.
- 41 7. "User" is defined as any person, including boat owners/operators, marina owners and
42 the public, entering SMOA 17 Marina.
- 43 8. "Vessel" means every manner of water craft or other artificial contrivance designed
44 for and capable of self propulsion and as a means of transportation.

45 9. "Vessel of Record" means the vessel which has been recorded by the Marina
46 Management as occupying a slip.

47 10. "D/M shall mean the "Dock Master"

48 F. AUTHORIZATION TO ADMINISTER REGULATIONS AND PROCEDURES

- 49 1. The Board of Directors authorizes the D/M to enforce these regulations by written or
50 verbal directions or any other legal means.
- 51 2. The D/M may request persons violating these regulations to leave the Marina.
- 52 3. The D/M may enforce these regulations through 'any legal' means and 'also obtain
53 the assistance of law enforcement officers for the purpose of protecting property,
54 lives, the environment, or preserving the peace.
- 55 4. Marina Management may interpret the reasonable intent of these regulations,
56 consistent with the policies and procedures adopted by the Board of Directors, to
57 carry out the purposes of these regulations.

58 G. APPLICABLE STATUTES, STANDARDS, AND REQUIREMENTS

59 All applicable SMOA 17, municipal, county, state, and federal regulations and laws, and
60 generally accepted safety standards and requirements, apply to users of the Marina.

61 H. INVALIDITY OF PARTICULAR PROVISIONS

62 If any term or provision of these regulations or the application thereof to any person or
63 circumstance shall, to any extent, be invalid or unenforceable, the remainder of these
64 regulations shall not be affected thereby and shall continue in full force and effect.

65 II. GENERAL USER REGULATIONS

66 A. ASSUMPTION OF RISK

67 Anyone visiting or using the Marina or its facilities does so at his/her own risk. SMOA 17
68 does not assume any responsibility for personal injury, loss or damage to property, or to
69 the environment caused by the user.

70 B. VEHICLE TRAFFIC/PARKING

- 71 1. Marina Management may establish such reasonable traffic and parking regulations
72 as may be required for orderly handling of motor vehicles on the SMOA 17 premises,
73 including the posting of "No Parking" areas and such other regulations as may be
74 required. A vehicle parked in violation of any such signs or regulations may be towed
75 away and impounded and will be released only after all charges and costs have been
76 paid.
- 77 2. The vehicle parking areas are to be used only for temporary vehicular parking in
78 connection with the use of the SMOA 17 facilities.
- 79 3. Except where specifically designated and posted by the SMOA 17, no overnight
80 camping in vehicles, tents, or otherwise is permitted on any SMOA 17 property.
- 81 4. The marina parking lot shall not be used for long term storage of recreational
82 vehicles, travel and or boat trailers, or any other personal property.
- 83 5. No vehicle shall overhang the pedestrian walkways.

84 –

85 C. GARBAGE

- 86 1. A dumpster is provided by the Marina for the collection of boating generated refuse.
87 All appropriate garbage will be deposited in these containers. No garbage, trash, oil,

- 91 fuel, debris, or other material, liquid or solid, shall be deposited in the water, on land
92 areas of SMOA 17 facilities, or on any floats or piers.
- 93 2. Depositing of non-marina related refuse in SMOA 17 containers is prohibited.
- 94 3. If the Board of Directors determines that an individual has caused the SMOA 17 to
95 spend money to clean up any waste or debris as described above, such costs will be
96 the responsibility of and charged to that individual slip owner.
- 97 4. Users shall not deposit any of the following items in garbage containers, unless
98 specifically designated for that use:
- 99 a. Fuel/Oil or Other Petroleum Products
- 100 b. Paints/Thinners
- 101 c. Batteries/Tires
- 102 d. Lumber/Stumpage
- 103 e. Drywall/Sheet rock
- 104 f. Roofing Materials
- 105 g. Carpeting
- 106 h. Fly Ash
- 107 i. Concrete
- 108 j. Oversize Items (larger than 6-1/2 feet in length)
- 109 k. Boat Fixtures (fuel or water tanks, etc.)/Appliances
- 110 l. "Moderate-risk," "Dangerous wastes," "Hazardous substances," "Hazardous
111 waste," or "Extremely hazardous waste" as defined in RCW 70.105.010;
112 "Pesticide" as defined in RCW 15.58.020; or "Hazardous household substances"
113 as defined in RCW 70.105.220.

114 The user is responsible for removing these items from the Marina.

115 D. SWIMMING, FISHING, WATER-SKIING, AND DIVING

- 116 1. Swimming and water-skiing are prohibited within the Marina.
- 117 2. Diving within the Marina is prohibited, except for divers working upon the underwater
118 portion of vessels or employed by SMOA 17. Any diving done for vessels is done with
119 a full assumption of risk by the parties involved and with no liability to SMOA 17.

120 E. CONDUCT

- 121 1. Behavior which disturbs or creates a nuisance for others in the Marina or on the
122 premises adjacent thereto is prohibited.

123 F. CHILDREN

- 124 1. Parents or other responsible adults shall supervise children under the age of twelve
125 (12) years while on any floats within the Marina.
- 126 2. Children under the age of twelve (12) shall wear Personal Flotation Devices while on
127 any floats within the Marina.
- 128 3. Children under the age of sixteen (16) years shall not operate vessels within the
129 Marina unless supervised by a parent or other responsible adult.

130 G. PETS

- 131 1. Pets must be kept on a leash or carried while on SMOA 17 premises.

- 132 2. Owners of pets are responsible for immediate and proper clean-up and disposal of
133 animal waste as per the City of Anacortes's animal control regulations.
134 3. Any animal found wandering unattended within the Marina will be turned over to the
135 City of Anacortes Animal Shelter.
136 4. Any animal left unattended in a situation which is judged to be inhumane will be
137 turned over to the City of Anacortes Animal Shelter.

138 H. SIGNS AND HANDBILLS

- 139 1. Posting of signs on SMOA 17 premises shall be subject to the approval of Marina
140 Management.
141 2. Distribution of advertising or handbills on vehicles or vessels is not permitted within
142 the Marina complex.
143 3. A bulletin board are provided on the restroom building for the posting of signs,
144 advertising materials, products, services, events, etc. related to boats and boating.

145 I. BICYCLES, SKATEBOARDS, MOTORCYCLES

- 146 Riding of bicycles, skateboards, motorcycles, or similar vehicles on floats is
147 prohibited.
148

149 J. FIREARMS

150 The display or use of firearms or air-guns on SMOA 17 premises is strictly prohibited.

151 III BOAT OWNER/OPERATORS REGULATIONS

152 A. VESSEL REGISTRATION

- 153 1. All vessels berthed at the Marina must be registered with the D/M. Registration of
154 vessels forms are available at the D/M's Office.
155 2. Any vessel found berthed in a slip that it is not registered to may be, at SMOA-17
156 Marina Managements discretion, removed from the marina at the vessel owners
157 expense.
158

159 B. INDEMNIFICATION/INSURANCE

- 160 1. All users of the Marina and its facilities, including, without limitation, slip owners and
161 all moorage users, shall indemnify and hold SMOA 17, its employees, officials and
162 agents harmless from all damage to property and injury or death to persons that
163 results, directly or indirectly, from the user's use and/or occupancy of SMOA 17
164 property. This indemnification shall not apply to damage caused by the sole
165 negligence of SMOA 17 but shall be enforceable to the maximum extent permitted by
166 law. This indemnification provision shall supplement any similar provisions in any
167 other agreement that user has with SMOA 17

168 2. All persons who berth a vessel at Skyline Marine Owners Association Division-17 Inc.
169 (SMOA-17) including on a temporary basis shall maintain insurance in force and
170 good standing on the vessel. The insurance shall provide comprehensive liability
171 coverage with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per
172 occurrence. Skyline Marine Owners Association Division-17 Inc., including its
173 employees and agents, shall be named as additional insured's. As a condition of

174 using SMOA-17 facilities, the vessel owner shall have in effect bodily injury, property
175 damage and pollution insurance, for the protection of the Marina and others with a
176 minimum coverage limit of \$300,000 per occurrence. The Slip Owner shall, before
177 locating a Vessel at SMOA-17, provide an original or a true and correct copy of the
178 Vessel's Certificate of Insurance evidencing such coverage, with a combined
179 minimum limit of \$300,000 per occurrence. A current Certificate of Insurance shall be
180 maintained on file with SMOA-17 at all times, and it is the Slip Owners sole
181 responsibility to ensure a current Certificate of Insurance is tendered to SMOA-17.
182 The Slip Owner shall be responsible, with or without demand, for tendering a copy of
183 the Vessel's Certificate of Insurance, so a current copy is always maintained by
184 SMOA-17. The Slip Owner shall provide written notice to SMOA-17 of any change in
185 insurance carrier, insurance agent or policy number, within five days of the
186 occurrence of any such change. Insurance provided by the Vessel Owner shall be
187 primary as to all covered claims and any insurance carried by SMAO-17 is not
188 excess and is non-contributing. Copies of policies or original certificates of insurance
189 with respect to each policy shall be delivered to SMAO-17 prior to berthing the vessel
190 in the Marina and thereafter, at least thirty (30) days before the expiration of each
191 existing policy.

192 C. MANEUVERING

- 193 1. SMOA 17 defines all water areas west of the main channel in Flounder Bay as
194 narrow channels as defined by the U.S. Inland Rules of the Road. Therefore, a
195 sailboat or any other craft does not have the right-of-way over another vessel based
196 solely on its method of propulsion.
- 197 2. The movement of vessels within the Marina shall be for the purpose of mooring,
198 fueling, entering, or leaving a slip only. No random sailing or cruising by motor
199 vessels will be permitted.
- 200 3. Speed limits within the Marina shall be as posted.
- 201 4. Vessel operators will control their speed so as not to leave a wake and will be held
202 responsible for any wake damage caused by excessive speeds.
- 203 5. Any vessel, vehicle, property, gear, or equipment, will be parked, stored, moored, or
204 maneuvered in the Marina in a safe and orderly manner. Whenever ice conditions are
205 present within the Marina, there will be no movement of vessels.

206 D. UNSEAWORTHY OR HAZARDOUS VESSELS

207 Vessels moored in the marina must be maintained in a seaworthy condition in order
208 to eliminate the potential for sinking at the dock with subsequent damage to the
209 marina facilities or environment.

- 210 1. Seaworthy Vessels "Seaworthy" shall mean that the vessel's hull, keel, decking,
211 cabin and mast are structurally sound and generally free from dry-rot or other similar
212 defect or deficiency. If a dispute over the seaworthiness of a vessel arises, the
213 opinion of a qualified independent marine surveyor may be obtained at the owner's
214 expense. If a determination is made that a vessel is unseaworthy, ninety (90) days
215 shall be granted to repair the vessel. If after ninety (90) days the vessel is still not
216 determined to be seaworthy, the vessel will be removed at the owner's expense. An
217 extension of up to an additional ninety (90) days to complete repairs may be granted
218 if the vessel owner has, in the sole opinion of Marina Management, made substantial
219 progress toward completion of repairs. In cases where determination of operability,
220 design and/or seaworthiness is in dispute, Marina Management's decision will be
221 final.
- 222 2. Vessels which, in the opinion of Marina Management, are hazardous to SMOA 17

223 property or other vessels or facilities, may be denied permission to remain on SMOA
224 17 premises.

225 E. DISCHARGE OF SEWAGE

- 226 1. All vessels which moor in the Marina must be in compliance with all regulations
227 established by the U.S. Coast Guard or other federal or state regulatory agencies
228 regarding marine sanitation devices and waste discharge.
- 229 2. Discharge of sewage from toilet facilities of vessels while in the Marina is prohibited.
- 230 3. Sanitary waste disposal facilities are available at designated locations within
231 Flounder Bay. All users shall use these facilities for the disposal of raw sewage.

232 F. WASTE OIL DISPOSAL

- 233 1. All waste oil, including diesel, motor, hydraulic, and lube oils, shall be disposed of in
234 receptacles provided and designated for this purpose.
- 235 2. Waste oil receptacles shall be used for the disposal of waste oil only. Gas, and other
236 flammable materials or any other hazardous waste products, shall not be disposed of
237 in these containers.
- 238 3. Access to the Waste Oil Disposal facility is controlled by the D/M

239 G. UNATTENDED VESSELS

240 Vessels, when unattended, must be securely moored with adequate bow, stern, and
241 spring lines. No lines shall cross walkways

242 H. STORAGE ON PIERS OR FLOATS

- 243 1. All users of the Marina or its facilities for berthage or otherwise, shall keep their
244 vessel, gear locker, dock, and finger pier in the vicinity of their vessel neat, clean, and
245 orderly at all times.
- 246 2. Storage of anything on piers or floats is prohibited, except in SMOA 17 approved
247 gear lockers. Items or materials stored on the floats or piers may be impounded at
248 the owner's risk and expense.
- 249 3. Storage of oily rags, open paints, gasoline, or other flammable or explosive material
250 is prohibited on or within the Marina complex, except for gasoline stored aboard a
251 vessel in U.L. or Coast Guard approved gasoline containers.

252 I. LANDING STEPS

253 Landing steps width shall not exceed 50% of the width of the finger pier.

254 J. DINGHIES

255 Dinghies, rowboats, skiffs, or other such vessels are not allowed on floats. They must
256 be stowed on the Owners vessel or, if small enough so as not to interfere with the
257 regular berthage of any vessel (at the discretion of Marina Management), moored in
258 the water so as not to exceed a maximum overhang criteria

259 J. DOCK CARTS

260 Dock carts are provided throughout the Marina. Carts must be returned to the top of
261 the ramp or to proper storage areas after each use.

262 K. FENDERS

- 263 1. Owners are responsible for adequate fendering to protect their vessels and adjacent
264 vessels.
- 265 2. No fixed or permanent fenders shall be attached to any float without the written
266 consent of the SMOA 17 Board of Directors. Only uniform, commercially produced,
267 fender material will be approved.

268 L. MODIFICATION OF SMOA 17 DOCKS
269 1. Approval must be obtained in writing from Marina Management prior to any
270 modification, addition, alteration, renovation, or restoration of any SMOA 17-docks.

271 M. ANTENNAS/SATELLITE DISHES

272 1. Television antennas and satellite dishes should be attached to the Owners vessel.
273 2. The attachment of a television antenna to a piling or any other moorage structure is
274 prohibited.

275 N. TELEPHONE

276 Telephone installation will be at the owner's expense and must comply with SMOA
277 17 and local telephone service provider specifications.

278 O. ELECTRICITY

279 1. Tampering or interfering with the electrical distribution panels, meters, circuit
280 breakers, outlets, or other parts of the electrical system on any float is prohibited
281 2. The use of another owner's electrical outlet without their express permission is
282 prohibited.

283 P. VESSEL MAINTENANCE

284 Vessel owners are permitted to perform normal upkeep on their vessels while
285 moored within the Marina. Examples of normal upkeep include washing, polishing, oil
286 changes, routine engine tune-up, paint retouching, and minor fiberglass repair. Major
287 repair work or outfitting, spray painting, sandblasting, welding, burning, or any other
288 work that would impose a hazard or inconvenience to other owners or not meet
289 E.P.A. standards, is not permitted.

290 Q. MAIL DELIVERY

291 The Marina office will not accept mail or newspaper delivery.

292 R. OPTIMUM UTILIZATION OF BERTHAGE

293 Vessels may be moved by Marina Management for the purpose of protecting life or
294 property, to accommodate Marina repairs, improvement, maintenance, construction,
295 or emergencies, and when necessary, to manage unapproved use of the facility, with
296 or without advance notice to or consent of vessel owner.

297 S. DIMENSIONAL CONSIDERATIONS

298 No vessel shall exceed the maximum length or allowable width of its berth. No
299 vessel shall overhang the dock, **No vessel nor attachments thereto shall be**
300 **moored within 6 inches of the adjacent slips property line.** Note the maximum
301 length overhang is 6ft. per the Declarations.

302 VIII. LEASING

303 A. POLICY STATEMENT

304 In the event that a owner will not be using his/her berth for a period of time, SMOA 17
305 does permit the leasing of the berthage, provided that the arrangements are recorded
306 in the Marina office and meet the provisions of this lease policy.

307 B. AUTHORIZATION TO LEASE

308 1. All leases must be approved in writing by the SMOA 17 Board of Directors to insure
309 that the lessees vessel will not exceed the length, width, or draft restrictions for the
310 berthage in question. Additionally the vessel must present and maintain a
311 shipshape appearance. "Record of Lease" forms are available for this purpose in the
Marina office.

2. Any time that a vessel other than the owners vessel of record will occupy a berth for

312 longer than fourteen (14) consecutive days, a "Record of Lease" must be recorded in
313 the Marina office.

314 3. Both the owner and lessee are required to sign the "Record of Lease."

315 C. RESPONSIBILITIES OF OWNERS

316 1. The owner is responsible for contacting the potential lessee and making lease
317 arrangements, and for recording the lease with the Marina office.

318 2. The owner is responsible for all charges that accrue to SMOA 17. While leasing, the
319 owner will continue to receive the billing statement. SMOA 17 will not change the
320 billing address to that of the lessee.

321 3. The berth owner is responsible for notifying his/her lessee of pending lease expiration
322 and for ensuring that lessee removes their vessel from the owners berth by that date.
323 In the event that the lessee refuses or otherwise neglects to remove said vessel upon
324 the slip owners request, SMOA 17 shall not be obligated to assist a slip owner in the
325 removal of a lessee's vessel.

326 D. RESPONSIBILITIES OF LESSEE

327 Lessee are subject to the same regulations and procedures as owners and must
328 abide by all Marina rules and regulations

329 V. LIVEBOARDS

330 A. DEFINITION

331 SMOA 17 defines a liveaboard to be any person(s) who use their vessel as a
332 primary, fulltime residence while moored at the marina. Full-time residence is defined
333 as being when an individual resides on that vessel for a period of time in excess of
334 one month.

335 B. ELIGIBILITY

336 To be eligible as a liveaboard, the person must be the registered and/or legal owner
337 of the vessel or must have written authorization from the registered and/or legal
338 owner and must agree to comply with all applicable regulations related to living
339 aboard a vessel in SMOA 17 Marina. Proof of ownership or written authorization is
340 required to liveaboard.

341 B. QUOTA

342 The total number of long-term liveaboard vessels shall not exceed ten percent (10%)
343 of the number of slips in the marina. A long-term liveaboard shall be defined as one
344 that is registered as a liveaboard in excess of four months during any calendar year.
345 Vessels that are registered as liveaboards for less than four months during any
346 calendar year are not considered long-term and will not be included in the
347 determination of this quota.

348 D. REGISTRATION

349 1. Person(s) wishing to live aboard must register their intent and be approved by the
350 SMOA 17 Board of Directors no more than sixty (60) days prior to moving aboard the
351 vessel

352 2. Registered liveaboards are required to notify marina management within fifteen (15)
353 days of having vacated their vessel

354 3. Registration must be renewed on an annual basis, in January of each year

355 C. CONTINUED ELIGIBILITY

356 All individuals meeting eligibility requirements listed above are eligible to live aboard
357 in the SMOA 17 marina, providing that eligibility has not been withdrawn, as outlined
358 in Compliance and Enforcement (see below). SMOA 17 eligibility does not insure that
359 residency at SMOA 17 Marina may be continued nor does it create a landlord-tenant
360 legal relationship between SMOA 17 and the liveaboard. It is the responsibility of the
361 liveaboard, not SMOA 17, to comply with any applicable regulations of any agency
362 with jurisdiction. Recognition by SMOA 17 in this policy does not alter the
363 liveaboard's responsibility nor create an obligation on SMOA 17 to make changes or
364 incur obligations to allow liveaboard's continued residency.

365 D. COMPLIANCE AND ENFORCEMENT

366 Individuals living aboard their vessels must comply with all *Marina Regulations,*
367 *Policies and Procedures.* Violation of or failure to comply with any SMOA 17
368 regulation, and or any conduct which adversely affects the health or safety of any
369 person, may result in termination of liveaboard eligibility.

370 VI. SECURITY AND GATE KEYS

371 A. SECURITY SYSTEMS

372 Wherever possible, SMOA 17 provides physical obstacles to berth age and storage
373 areas by means of fences and locked gates. Users of the Marina are expected to
374 assist in the security program by closing gates behind them, removing highly
375 pilferable items from their vessels, locking their vessels, reporting any losses as soon
376 as possible to the Anacortes Police Department, and notifying the Dock Master.

377 B. DOCK ACCESS

378 Only owners and their invitees are allowed on the floats, except those individuals who
379 have obtained the advance authorization of the Dock Master.

380 C. THEFT AND VANDALISM

381 SMOA 17 is not responsible for any theft, vandalism, or other loss that may occur at
382 the Marina. Report all thefts, vandalism, and other crimes to the Anacortes Police
383 Department and notify the Dock Master.

384 D. ISSUANCE OF GATE KEYS

- 385 1. The Association has provided each owner with two gate key cards suitable to provide
386 access to their boat and other SMOA 17 amenities. It is the responsibility of the
387 Seller to deliver these two key cards to the purchaser at closing, or reimburse the
388 purchaser for the purchase of two new key cards from the association.
- 389 2. Repairmen, or employees of business firms performing work on vessels moored
390 within the Marina are to obtain keys from the vessel owner or may borrow a key from
391 the Marina office, after, providing acceptable identification.
- 392 3. Upon leasing a berth in SMOA 17 Marina, a lessee may obtain a gate key from the
393 owner to provide access to their boat and other amenities. A lessee may also
394 purchase one additional key.
- 395 4. A refundable key deposit will be charged for each gate key.

396 E. REPLACEMENT KEYS

397 In the event of loss, additional keys may be purchased through the D/M Office.

398 F. RETURN OF GATE KEYS

399 At the termination of a lease, lessees are required to return key(s) to the owner or in
400 the case they have purchased a key from the association, they are to return the key
401 for a refund. The return of a key within six months will result in full reimbursement of

402 paid deposit.

403 VII. WATER SERVICE

404 A. POLICY STATEMENT

405 Water service is provided at regular intervals on all floats within the Marina at no
406 additional cost.

407 B. REGULAR SERVICE

408 During months normally associated with above freezing temperatures, water will be
409 available on all floats, although the continuity cannot be guaranteed. In the event of
410 repair or servicing, water service may be temporarily disrupted for periods of time as
411 deemed necessary by the D/M

412 C. WINTER SERVICE

- 413 1. All water lines on all floats will be turned off and drained during freezing weather.
- 414 2. When the temperature is above freezing, the water will be turned on individual floats
415 at owner's request, if possible. Owners should note, however, that the water lines run
416 under the docks and may require some time to thaw, even after daytime temperatures
417 are above freezing.
- 418 a. No water will be turned on later than 1:00 pm
- 419 b. Owners should allow at least one-half hour notice for water to be turned on.
- 420 3. If a freeze is predicted to reoccur overnight, water will be turned off again at the end
421 of the day, beginning by approximately 2:00 p.m. to allow ample time for completely
422 draining and shutting off the system.
- 423 4. If the weather is predicted to remain mild after water is turned on, service will
424 continue until return of freezing temperatures..

425 VII. ELECTRICAL SERVICE

426 A. DESCRIPTION OF SERVICE

- 427 1. Berths in the Marina are provided with 110 volt service, circuit breaker, and meter.
- 428 2. All electrical installations, including changes requested by the owner are considered
429 SMOA 17 property.
- 430 3. Repeated replacement of burned out receptacle will at the at owners expense.
- 431 4. Vessels moved at SMOA 17's convenience will be furnished equivalent power outlets
432 at SMOA 17's expense.
- 433 5. Owners are expected to follow the procedures contained herein regarding operation
434 of equipment to ensure safe and proper use of the electric service provided.
- 435 6. SMOA 17 does not guarantee continuity of electric service to any vessel, the
436 characteristics of any service that is provided, the characteristics of the vessel
437 service circuit breaker, or assume responsibility for any inconvenience, loss, or
438 damage caused by any interruptions to electric service

439 B. SERVICE CONNECTIONS

- 440 1. All service connections between SMOA 17 outlets and the vessel, and all utilization
441 equipment upon the vessel shall conform with local, state, and national electric

- 442 codes.
- 443 2. Receptacles are twist-lock. To obtain power from shore to boat, push plug into
444 receptacle and twist to right - TIGHTLY. Always turn counterclockwise before trying
445 to unplug.
- 446 3. Check for proper connection occasionally. This can eliminate expensive replacement
447 cords, caps, and receptacles.
- 448 4. Be sure your cord or adapter is the same amperage as the receptacle.
- 449 5. Shore power cords, water hoses, and ropes should be secured so that they cannot
450 cause damage to meter bases. Do not wrap anything around meter bases.
- 451 6. To protect against electrolysis, and to prevent other hazards, secure shore power
452 cords so that they do not hang in the water

453

454 VIII. COMMERCIAL CHARTER BOAT BUSINESSES

455

456 A. DEFINITIONS

- 457 1. "Operate" means carrying on any activities in furtherance of a boat chartering
458 business; provided that mooring, docking and undocking, and vessel maintenance
459 customarily performed in a slip, when performed by a regular experienced employee
460 of the charter business, shall not be deemed "operating" a charter boat business.
- 461 2. "Charter boat business" means engaging in commercial or for-profit rental of the use
462 of a vessel, whether on a time basis, passenger basis, or otherwise.
- 463 3. "Experienced employee" means a person qualified to dock, undock, and moor the
464 charter boat safely who is employed by the charter boat business and is not a
465 passenger.
- 466 4. "Passenger" means a person who temporarily uses or is transported upon a boat
467 owned, controlled, or operated by a charter boat business.
- 468 5. "Member" means the fee owner or contract of a condominium unit in Division 17.

469

B. RULES

- 470 1. No commercial charter boat businesses shall be operated within the boundaries of
471 SMOA 17.
- 472 2. Boats used in charter boat businesses may not load or unload passengers or their
473 gear within the boundaries of SMOA 17, but must be moved by an experienced
474 employee of the charter boat company to a location outside of SMOA 17 for loading
475 and unloading.
- 476 3. Each member of the Association shall be responsible for any violation of these rules
477 involving a vessel moored in his or her unit.

478 IX VIOLATIONS OF THESE REGULATIONS, POLICIES AND PROCEDURES

479

A. REPORTING

- 480 1. Any violation of these regulations, policies or procedures shall be reported to any
481 officer of SMOA 17 or the D/M who will forward the report, complaint or notice of
482 violation to the President of SMOA 17
- 483 2. The President of SMOA 17 or his/her designee shall investigate the report, complaint
484 or report of violation and if he/she or their designee finds that a violation has occurred
485 shall impose the penalty called out in the schedule of fines.

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B. NOTIFICATION OF VIOLATION

- 487 1. Owners shall be notified by sending a written notice of violation, by **first class mail**,
488 of these regulations, policies or procedures to his/her last know address.
- 489 2. Owners shall be solely responsible for any fines or charges arising from said
490 violations.

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C. SCHEDULE OF FINES / PENALTIES

1. First Violation of a particular rule – Written Warning and notification that the owner has 30 days to correct the problem. Unless the violation hazards SMOA 17 or another owner's property then immediate action shall be required.
2. Second Violation of a previously violated rule – Fifty dollars (\$50.00) fine. The second violation shall be deemed to occur on the first violation of the rule after the 30 day correction of problem period has expired.
3. Third and subsequent Violations of a previously violated rule – One Hundred dollars (\$100.00) fine per occurrence and at the discretion of the board access to the common areas of the marina may be denied by deactivating all keys associated with the slip. The maximum penalties imposed per month shall not exceed One Thousand Dollars (\$1,000.00). Subsequent violations shall be deemed to occur on each day a violation occurs after the third violation.

D. PAYMENT OF FINES AND APPEALS

1. Any fines or charges imposed must be paid within 30 days of delivery of the certified or registered letter unless a member chooses to appeal and sends a written request for appeal to the president within the 30 days.
2. An appeal shall be heard by the directors present at the next Board of Directors' meeting following the receipt.

X SCHEDULE OF DELINQUENT FINES AND PAYMENT FEES

1. Full payment of the assessment or fine is received within 30 days of the due date of the assessment or fine: No service charge.
2. Delinquent account where full payment is received after 30 days but before 60 days beyond the assessment or fine due date: \$30.00 service charge.
3. Delinquent account where full payment is received after 60 days but before 90 days beyond the assessment or fine due date: An additional \$60.00 service charge.
4. Delinquent account where full payment of an assessment or fine is more than 90 days delinquent: An additional \$100.00 service charge and access to the common areas of the marina will be denied by deactivating all keys associated with the slip. A notice of lien will be filed in the County Records. Actual Attorneys fees and cost related to collection will be assessed against the owner. An additional \$100.00 delinquent payment fee will be assessed for each subsequent 30-day period that the account remains delinquent. An action to foreclose on the lien will ultimately be brought in Superior Court.
5. Partial payments of less than the full amount owing will not forestall the imposition of delinquent payment fees, nor will such partial payments forestall the filling of a lien notice for delinquencies in excess of 90 days.

ADOPTION OF MARINA REGULATIONS, POLICIES, AND PROCEDURES

The foregoing Marina Regulations, Policies, and Procedures were adopted by a majority vote of the members of the Association on this 21st day of May 2006. The Marina Regulations, Policies, and Procedures may be amended by the Board of Directors as required.

SKYLINE MARINE OWNERS ASSOCIATION

By: _____
President

ATTEST: By: _____

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Secretary

Latest amendments are in bold italics