

**BELLE MAER HARBOR**  
&  
**BELLE MAER HARBOR CONDOMINIUM ASSOCIATION**  
**2018 GENERAL RULES**

**SECTION A – MANAGEMENT PHILOSOPHY**

1. Belle Maer Harbor consists of 60 acres with 409 marina rental slips, a 108 rack in & out storage building and 406 dockominiums designated as Belle Maer Harbor Condominium. At full capacity, the Marina is home to over 900 boating families. **Please remember that the Marina cannot just waive rules for individual Members without having to do so for the other 900 Members. Without these rules, our Members' safety will be compromised and the Marina would take on the look of a low class trailer park.**
2. The combined marina and the condominium are referred to as "Marina" in this document.
3. The Marina renters, Rack customers, Condominium Owners (or Co-owners), Condominium renters along with their family members living at the same home address ("Immediate Family") are referred to as "Members" herein.
4. In addition to the Rack Building, there are 11 other buildings, four of which are leased out to contractors providing boating-related services such as fuel, a sundry supply store, engine, canvas, fiberglass, wood working and boat brokerage services. The other buildings are used for administrative offices, summer parking/events and inside winter storage of boats.
5. **The majority of our Members use the Marina to house their floating cottage. Our goal is to maintain the Marina as a family-friendly, full-service marina with resort-style amenities.**
6. All Members are responsible to comply with these General Rules, as well as the Security Rules, Environmental Rules, and Swimming Pool/ Indoor Court Rules ("Rules"). Anyone else entering the Marina must comply with these Rules, and Members are responsible for their guests following the Rules. **Condo Owners and Condo Renters must also abide by the Belle Maer Harbor Condominium Master Deed and Bylaws.**
7. These common sense rules have been developed over many years and are designed to protect the safety of the Members and to ensure the peaceful enjoyment of their floating cottage. **If you not like our rules, do not purchase or rent a well at the Marina.**
8. **Violations of any of these General Rules may result in remedies including, but not limited to, a warning letter, monetary fines, towing of vehicles at the owner's expense, loss of golf cart privileges, non-renewal of a lease for the next season or immediate eviction.**

**SECTION B – ENTRY SECURITY**

1. **In the event of a security or safety concern in Belle Maer Harbor Marina, please contact the front gate at 586-465-4536. In the event of an immediate threat to the welfare, safety, or security to any Member or Guest in the Marina, please contact the Macomb County Sheriff at 586-469-5151.** The Marina contracts with an outside service to provide a guard at the front gate. The gates are monitored 24 hours a day during the summer. Members enter automatically with a summer vehicle decal. All Members shall be required to obtain a membership photo ID from the Marina. If a Member arrives in a vehicle without a summer vehicle decal, access shall only be granted upon a showing of a Marina membership photo ID. All vehicles entering the Marina without a decal must display a windshield placard provided by the guard. This placard must be displayed on the driver's side dashboard so that it is visible from the exterior of the car.
2. Anyone not registered as a Member may only enter the Marina via a guest list left with the guard by the Member. **Only two guest vehicles are permitted per Well/Unit occupied per day.** Exceptions requested of Marina management in advance may be granted depending on the expected traffic on the day requested. The Pavilion can be rented for larger gatherings.
3. There is no roving security 24 hours a day. In the event you are forced to contact the front gate about a non-emergency safety or security concern, the Marina will use its best efforts to direct an employee to investigate this issue and prepare an incident report for Marina management. Please do not delay in contacting Marina management about any such issue. Incident reports filed later rather than at the time of the incident are rarely useful.
4. Please consult Security Rules for additional information.

**SECTION C - MEMBER RESPONSIBILITIES / GUEST BEHAVIOR**

1. Please be courteous and do not interfere with your neighbors' enjoyment of the Marina. Be it a barking dog, loud music, unruly behavior, vulgar language or music lyrics, excessive noise, revving of car, motorcycle, personal watercraft or boat engines (noise limiting mufflers must be used at all times inside of the Marina), etc., day or night, **please remember you are responsible for the actions of your family, your pets and your guests. Music at any hour of the day is only to be played loud enough to be heard by the Member and guests on the Member's boat.** Music tastes are very subjective and no Member has been hired as a DJ to entertain the Marina Members. If you want to blast your stereo system, please go out onto the lake and do so. By the same token, we want our boaters to be able to have fun, and therefore we urge neighbors to exercise common sense and understand that during the summer, there is a significant number of people using the Marina. **QUIET TIME IS FROM 11 PM TO 7 AM NIGHTLY – NO MUSIC OR NOISE AUDIBLE FROM OUTSIDE A BOAT BETWEEN THOSE HOURS.**
2. **It is the responsibility of the Members and their guests to keep all motorized land vehicles and watercraft located within the Marina (including but not limited to cars, trucks, motorcycles, golf carts, boats, PWC's, etc.) fully insured with an insurance policy covering the vehicle, boat and all personal property of the Member and their guests and liability insurance covering all damages and injuries arising from or contributed to by the vehicle or watercraft while stored, parked or operating within the Marina/Condominium, including: (i) full replacement cost for all damages to the Marina/Condominium property or the property of any Member or guest;**

**(ii) all economic losses and business interruption losses sustained by the Marina/Condominium; and (iii) any injuries to any person. Members and guests accept full responsibility for all damages or injuries caused directly or indirectly by or to their vehicle or watercraft whether or not involving negligence or alleged negligence of the Member or their guest.** Boat insurance policies must also include a fuel and spill endorsement in an amount sufficient to cover all cost of cleanup, remediation and investigative expenses resulting from a leak or spill from Member's boat. Belle Maer Condominium Association Owners shall also maintain liability insurance coverage on their Condominium Unit through a separate insurance policy or a rider on their homeowner's policy endorsed to name Marina as an additional insured. Proof of all insurance coverages shall be furnished to Marina upon demand. Marina shall not be responsible for any Member's or guest's personal property, including the watercraft or vehicle, nor shall Marina be responsible to insure same.

3. **No smoking is allowed in any of the Marina buildings or in the swimming pool area or any other area posted with a "No Smoking" sign. Although medical use of marihuana is allowed under state law, no smoking or cultivating marihuana is allowed anywhere within the Marina, including on any boat within the Marina, whether in a Condominium or Marina rental slip or otherwise.** If the recreational use of marihuana is subsequently legalized in the State of Michigan, the smoking of marihuana will continue to be prohibited in all Marina buildings, the swimming pool area and any other area posted with a "No Smoking" sign, but such smoking will be allowed elsewhere within the Marina provided the smoking is in accordance with state law. Cultivating marihuana shall always be prohibited within the Marina or on any boat within the Marina, whether in a Condominium or Marina rental slip or otherwise.
4. **Good bathhouse etiquette** requires that Members and their guests flush the toilets and clean/pick up after themselves. The Marina is not open to the public, so if the bathhouses become trashed, it is the direct result of Member and/or their guest behavior.
5. **The Marina is not a babysitting facility for your children.** It should not have to be said that parents need to be responsible for the conduct of their children while at the Marina. Member families have been evicted for the misconduct of their children so please act accordingly.
6. **Members are responsible for their guests and shall be held accountable for the failure of guests to abide by these Rules.**
7. **To protect the rights of Members, only two guest vehicles are permitted per day per Well/Unit occupied except on special event days when no guests shall be permitted without a special event decal.** The first reason is to try and prevent backups at the front gate. Most guests and Members tend to arrive on weekends from approximately 10:30 to 1:30. Once there are enough guests to back the line over the bridge, it is impossible to wave Members with decals around for entry into the Marina. Members do not like waiting up to 30 minutes to enter their own Marina when guest lines back up all the way to North River Road. Secondly, the Marina has a finite number of parking spaces. If all 900 Members showed up at one time with their two cars and invited two guest cars, the Marina would be short about 1,000 parking spaces. Obviously, we have made it work for over 30 years, but Members must cooperate. **The responsibility should be on individual Members to have their guests car pool rather than inconvenience other Members and Marina management.**
8. **Members wishing to grant access to more than two guest vehicles must seek prior approval from Marina management during regular business hours. Weekday exceptions are never a problem if there are no special local events going on. Weekends and holiday exceptions are harder to grant. The Pavilion may be rented to allow for more guest cars and larger functions. Please be considerate of the Marina members when you plan your guest functions.**
9. **Any suggestions, service requests or complaints must be made in writing.** Suggestion/Service Request forms are available from the Marina office or in the Marina office side foyer (open 24/7). Completed forms can be turned in to the Marina office or placed in the locked suggestion box also in the foyer. A service request may also be emailed to the Marina office.

#### **SECTION D - MOTORIZED VEHICLE OPERATION & PARKING**

1. Do not drive any vehicle in excess of 10 MPH inside of the Marina. **All drivers must have a valid driver's license in order to drive any motorized vehicles of any kind on the Marina premises. Having an adult in the vehicle is not an exception to this rule.**
2. **Except for golf carts authorized in Section F, all other unlicensed motorized vehicles (scooter, pocket rocket, go-cart, motorized cooler, Segway, hover board, etc.) are prohibited.**
3. No step vans (or other large box trucks), or motor homes will be allowed inside the Marina except for commercial deliveries or contractors who have complied with the Security Rules.
4. **No remote control model cars or boats may be used on the Marina grounds or canals. There is simply too much traffic.**

#### **SECTION E - PARKING**

1. **Between the Saturday of Memorial Day weekend through Labor Day, reserved Member parking areas are labeled and only the Member or the Member's authorized guest may park in the parking space assigned to the Lessee/Owner of the Well/Unit.** All other vehicles must park in areas designated as guest parking by the Marina. Guest parking is allowed inside of Building #6, Building #7, north end of Building #12, in the Marina parking lots, or in any other Marina parking spaces labeled as guest/visitor parking. Guest parking spaces are available on a first-come basis.
2. **With the exception of N Row where there are 127 guest parking spaces not used by the rest of the Marina except on special events, while the Member is present in the Marina, the Member's reserved parking area may not be used for any purpose other than vehicle parking. Parking spaces may not be used as patios for your furniture.**
3. **Between the day after Labor Day through the preceding Friday of the Memorial Day weekend, all parking areas are available for winter boat storage and vehicle parking is no longer reserved for the Members.** During this period parking is on a first-come basis where boats are not stored. Members may have a boat stored directly in front of the Well/Unit. This is unavoidable, as the stored boats must be angled so that the roadway is kept fully open for traffic and emergency vehicles. The angling of the boats means that each boat is taking up more than the Well/Unit's reserved parking area. Those boats hauling out earliest in the season have the best chance of

being placed closest to their Well/Unit for winter storage.

4. **No vehicles shall be parked in a manner causing the vehicle to extend beyond the yellow parking lines out into the roadway.** Parked vehicles cannot impede vehicular traffic or affect the safety of persons within the Marina. Harrison Township ordinances require all roadways to have a minimum clearance width. Violations of this Section may result in a warning, the assessment of a fine, or the towing of the vehicle at the vehicle owner's expense by Nick's Towing as posted.
5. Except as provided in Paragraph 4, Marina management will not actively resolve parking violations in the Condominium. Condo Owners may call Nick's Towing 586-463-3500 or the Macomb County Sheriff Road Division 586-469-5151 or Marine Division 586-469-5803. As an alternative, Condo Owners may email photos to the Marina office demonstrating proof of a parking violation. The Board of Directors of the Association may issue a warning letter on the first offense and fines assessed on all future violations.
6. **Extended cab trucks** must be backed into their reserved parking space in front of their Well/Unit in such a manner that they do not extend out into the roadway beyond the marked parking space. Extended cab trucks may not park inside Building #7 or in A Row guest parking spaces along the south side of Buildings #5, #6 and #7. Building #7 is too narrow to accommodate vehicles of this length. Since they cannot back in and overhang the building wall, these trucks extend out into the Atlantis roadway if parked in the guest spaces on the south side of the buildings.
7. **Building #5 is reserved for Marina rack customers only.** No other Member or their guests shall park in Building #5.
8. **No golf carts are allowed to be parked/stored inside of any building.**
9. **When Members are away from the Marina, other than by boat, no Member vehicles are to be parked/stored in the Marina other than in their designated parking space. All vehicles shall be parked between the striped lines authorized for parking and no vehicles shall encroach upon another designated parking space.** Any area not specifically designated for parking is considered a no parking zone and vehicles may not be parked in said areas. Vehicles shall not be parked in a manner to prevent access to other vehicles or amenities within the Marina.
10. Parking in the loading/unloading zones is limited to 15 minutes. Parking in the temporary parking spaces located near the bathhouses shall be limited to 45 minutes in length.
11. **No trailers shall be parked inside of the Marina or in the front parking lot. No trailers are allowed Marina entry on weekends during the summer season.** Weekday entry of customer trailers to deliver or pick up personal property must be authorized in advance by Marina management. **With over 900 family Members, the Marina does not have the capacity to store trailers, even on a very temporary basis.**
12. Any vehicles in violation of these rules shall be considered unauthorized vehicles subject to towing at the discretion of the Marina Members.

#### **SECTION F - GOLF CART REGULATIONS**

1. **Do not purchase a golf cart prior to checking with the Marina Office as both the Marina and Condo have a maximum cap on golf carts.**
2. **The golf cart must meet the size and power requirements below. Golf carts purchased and brought to the Marina without advance approval will be required to be removed from the Marina if there is no availability under the cap.**
3. **Only one golf cart per Member family may be registered, regardless of the number of individuals in the Member's Immediate Family, the number of Condo Units owned, or the number of Wells/Units leased and occupied by the Member.** Once the cap has been met, Members will be placed on a waiting list. **Going forward, only Condominium Owners can register a golf cart within the condominium and/or be placed on a waiting list.** When an Owner/Lessee with a golf cart vacates the marina, a call will be made to the first Owner on the waiting list providing fourteen (14) days to register the golf cart and conduct an inspection. Any Condominium renters with a properly registered golf cart as of the 2014 season will be permitted to keep their golf cart in the condominium unless that cart exceeds the size restrictions. **The violation of any of the golf cart regulations may result in the loss of your privilege to maintain a golf cart within the Marina.**
4. **Once a Condo Owner sells his Unit or leases all of his Units out, any golf cart registration is void and the golf cart must leave the Marina. Likewise, a Marina Lessee who terminates their lease also loses the golf cart registration and the golf cart must leave the Marina. The golf cart may not be loaned to another Member. The golf cart may only be sold to the next Member on the golf cart wait list with Marina office approval.**
5. **Since the cap limits for golf carts are separate for the Condo and the Marina, a registered golf cart may not transfer between the Condo and the Marina unless there is availability under the cap.**
6. **All golf carts must be registered on an annual basis.** Each spring, all golf carts must be inspected by Marina management for size and power, and an annual ID decal shall be issued that must be displayed on front driver's side of the golf cart.
7. **Golf carts must be no more than 105 inches long and 50 inches wide.**
8. **Golf carts must be electric powered (no gas engines).** Gas engine golf carts properly registered as of the 2014 season, are grandfathered.
9. **All golf carts must be covered with liability insurance as set forth in Section C.** Liability insurance for your golf cart can be added on your homeowner's insurance policy under many insurance companies.
10. **No golf cart is to be operated by a driver without a valid state issued driver's license (no learning permits). Having an adult in the cart is not an exception. Golf carts are not a toy to entertain children. No children or pets in driver's lap while operating a golf cart.**
11. **All golf cart operations are restricted to the normal rules of the road (no driving on the wrong side of the road, driving on sidewalks or cutting through the buildings), and the 10 MPH speed limit must be observed.**
12. Golf carts must not be operated with a number of occupants in excess of the manufacturer's occupant capacity limit. Golf carts must be equipped with headlights and tail lights if driven after dark.

13. **No golf carts shall be parked in any Marina building.**
14. **Golf carts must be parked in the Member assigned parking space when the Member is absent from the Marina.**
15. **Rack Storage Members are not allowed to register and/or store a golf cart at the Marina as they have no reserved parking space.**
16. Golf cart covers must be securely attached so that they do not become dislodged and blown about during bad weather and/or high winds.

#### **SECTION G – PERSONAL PROPERTY STORAGE**

1. Personal property must be limited in size and quantity so that it can be stored in the area in front of the Well/Unit in an uncluttered and attractive manner. All personal property is the responsibility of the Member and Marina shall have no responsibility for or liability related to such property.
2. While Members are present at the Marina, no personal property is allowed to be stored or placed in the parking area in front of the Well/Unit. This area is reserved solely for the parking of vehicles. **If this area is used to store personal property while you are at the Marina, your vehicle is presumably taking up one of the limited guest parking spaces.** Personal property stored in the front portion of the parking area may cause parked vehicles to extend out into the roadway in violation of Harrison Township safety ordinances. A minimum roadway width must be maintained at all times.
3. Please remember to move all personal property off the grass and onto the parking area and/or sidewalk when leaving the Marina. This not only helps the landscaper during their weekly grass cutting, but it is even more important for the health of the lawn. The small area of grass in front of the Well/Unit has to endure major use each weekend with all of the personal property stored on it and the amount of foot traffic.
4. If it is determined that the Member has damaged the grass due to excessive storage of personal property on the grass or from too much foot traffic, then the Member will be liable for the cost of sod replacement. Over the last several years every area of the Marina has had the seawall replaced. As part of that construction new sod was laid. So the grass is relatively new throughout the Marina and we must rely on the Members to protect the grass in front of their Well/Unit.
5. **No wood or charcoal fire pits are allowed. Only fire pits, chimineas, or any other similar device fueled by propane may be used in the Marina provided that they are not used in any parking area. However, when the Member is away from the Marina, said devices must be placed or stored in the parking area or sidewalk in accordance with Section G (3). Members will be held financially responsible for any damage done to the grass from the use of a fire pit, chiminea or other similar device.** Charcoal and propane grills are permitted for cooking food subject to local ordinance.
6. **Dock boxes are restricted to a maximum capacity of 50 cubic feet. Any 50 cubic foot box must also have a length of not more than six feet, a height not more than four feet and a depth not more than three feet. Note that a box with dimensions of 6' x 4' x 3' would be in violation as it would have more volume than 50 cubic feet. Only one dock box per Well/Unit is allowed.** Dock boxes are allowed for storage so that the well area may be maintained in an uncluttered matter. No refrigerators are allowed and dock boxes may not be used to house a refrigerator. **No sheds, refrigerators, freezers, toolboxes, etc. shall be allowed for use as dock boxes.**
7. **No motorhomes, tents, canopies, or other similar structures will be allowed inside of the Marina** unless pre-approved by Marina management for a special event.
8. **No electrical appliances such as refrigerators, freezers or lamps may be placed in front of wells.**
9. **No glass top tables are allowed because of the danger of broken glass if the tables are damaged during storms with high winds.** Marina management must approve picnic tables.
10. **Members are encouraged to label all personal property with name and Well/Unit number.**

#### **SECTION H - SAFETY / MECHANICAL/ ENVIRONMENTAL**

1. **No swimming in the Marina canals by people or pets. The dangers are too great for being hit by a boat or an electric shock drowning.**
2. No fishing from any of the catwalks is allowed for safety reasons.
3. **Do not empty a porta-potty in the bathhouses.** Porta-potties may be emptied at the pump-out facility operated by the gas dock at their normal pump-out charges.
4. **Power washing is not allowed anywhere inside the Marina except at the hoist area** for two reasons. The first reason is environmental. The EPA and Michigan DNR require that the water from bottom washing operations not be allowed to discharge into the lake waters. The concerns are with bottom paints and invasive species. The Marina has made a substantial capital investment at the hoist to collect and filter the power washing water in accordance with federal and state requirements. The second reason is common boater courtesy. It is simply not possible to power wash anything at your well without getting overspray on your neighbor's boat and/or personal property. Any boater that has ever paid to have his boat detailed or washed only to arrive at the well to find the boat dirty due to a neighbor's power washing activity can certainly relate.
5. Do not dispose of motor oil or any other lubricating, cooling or fluid substances in Marina dumpsters, waters or ground whether or not in containers. **Used engine oil and oil filters must be removed from the Marina or taken to the oil pick-up point in the Marina** (located at the service building next to the hoist area).
6. **The Harrison Township Fire Department under NFTA 303 Section 6.3.2 requires that all fueling be performed at the gas dock.** There shall be no refueling from portable containers or from refueling vehicles anywhere else in the Marina/Condominium. Refueling at a Well/Unit is a serious fire hazard and potential spill situation that can result in loss of life and property.
7. **For winter storage safety, Members must remove or disconnect all batteries on watercraft and golf carts being winter stored and do not leave anything plugged in while unattended.** Electrical systems are a common cause of marina fires. Any marina fire is very serious as fiberglass, canvas and gasoline are all highly flammable.

8. **The discharge of any type of fireworks (including sparklers) is strictly prohibited** and violators will be subject to eviction, fines, or any other remedy.
9. No heavy boat mechanical work such as the pulling of engines shall be performed at the Well/Unit.
10. Automobile or truck repair work will not be allowed in the Marina.
11. Please also consult the Environmental Rules.

#### **SECTION I - WATERCRAFT OPERATION**

1. Do not operate your boat in excess of 4 MPH on the Marina waterways or cause excessive wake. No person or persons shall be allowed to operate any watercraft (especially personal watercraft) on the Marina waterways in such a manner as to interfere with the normal navigation of another watercraft. **A portion of our ingress/egress channel is marked with "No Wake" buoys for the safety of our boaters and we expect all of our boaters to comply and operate at "No Wake" speeds in this channel as marked.**
2. All watercraft and land vehicles operated within the Marina must have sufficient noise limiting mufflers so as not to create a disturbance to others. **Noise limiting mufflers must be used at all times inside of the Marina.**
3. **Please do not operate your radar while inside of the Marina.** This is a courtesy issue. There is no need for radar inside of the Marina and there may be a few Members concerned about the low level radiation emitted by radars.
4. **Please turn off any decorative water lighting when not aboard your boat or when you have retired for the evening.**
5. **Any docking incidents involving contact with another boat should be reported to the Macomb County Sheriff for an accident report** in case there is any damage that will be referred to an insurance company. Please also notify the front guard so it can be entered on the Marina Security Log and so the guard will know where to direct the responding Sheriff Deputy.
6. Sailboats are not permitted to operate under sail within the Marina waterways. Halyards on sailboats must be tied in such a manner as to prevent clanging.
7. USCG rules categorize paddleboards as vessels and as such the operator must have a PFD aboard (preferably worn by the operator) and carry a sound producing device such as a whistle or horn which could be attached to the PFD. Another recommended safety device is a leash/tether which would be used to connect the operator to the paddleboard. Operating after dark requires that a white light such as a White 360 flashlight be illuminated and carried.

#### **SECTION J - PETS**

1. **For everyone's health, safety and comfort, dogs must be leashed at all times while not on a boat.** Some boaters are afraid of dogs, and they have the right to feel secure and not have to deal with an unleashed dog approaching them or their pets, regardless of how small, cute, or well-behaved you believe your dog to be!
2. **Excessive barking is not acceptable and must be controlled.** There are effective bark collars that emit a spray or shock when your dog barks. In addition, dogs may not be left unattended, tethered, and/or restrained to any Marina/Condominium property such as trees, pedestals, pilings, etc.
3. **It is the responsibility of the dog owner to clean up after their dog.** Pet Stations with plastic bags have been installed throughout the Marina for your convenience. None of our boaters should have to tolerate stepping in dog droppings.
4. **Pets are never allowed inside of the bathhouses, swimming pool, pool deck area, or on the indoor courts for public health and safety reasons.** Exceptions are granted for guide/service dogs except that they may not be in the pool water or showers. **Pets are also not allowed inside of Bldg #8B during any of the Marina events.** There have been past issues with aggressive behavior of pets to other pets and Members as well as allergy complaints.

#### **SECTION K - MARINA GROUNDS**

1. No empty Wells/Units may be used for any purpose whatsoever without the written permission from the Member or the Marina office. **Guests arriving by water may not dock at the Marina unless a transient well is available and secured through the Marina office or the Rack Building if the office is closed.**
2. **The grass area (limited common elements of the condominium) in front of vacant Wells/Units also may not be used without the permission of the Marina office or neighboring Owner. The sidewalk and grass areas in front of your Well/Unit must be maintained free of clutter (cigarette butts, bottle caps, bottles/cans and other general litter), and you may not use the sidewalk and grass areas of the surrounding wells for your guests or personal use.**
3. **Place your trash or garbage into a plastic trash bag and dispose of the bag in one of the Marina dumpsters.** Although discouraged, if you must have a trash container at your Well/Unit to accumulate your trash, it must conform to Marina approved specifications. Trash containers must be of vinyl, rubber or similar durable material (Rubbermaid or Brute containers as an example), must have a secure lid and be of no more than 33 gallons in size. The trash container must be labelled with the Well/Unit number. The container must be lined with a plastic trash bag so that the trash bag can be removed and placed into the Marina dumpsters. **All trash containers must be emptied before leaving the Marina.** Trash will attract raccoons if it is not properly disposed of. **Also, please refrain from helping yourself to your neighbor's trash container to dump your trash.** Take your trash to the closest dumpster on a regular basis.
4. Nothing shall be nailed or otherwise attached to the docks, pilings, seawalls, sidewalks, or trees without written approval from Marina management.
5. Power cords, dock lines or other items shall not be wrapped around electrical pedestals.
6. Personal watercraft or dinghies shall not be stored on the grass or sidewalk.
7. No boats shall be berthed in such a manner as to have the bow pulpit extended over the sidewalk.
8. Boats stored on land for winter storage must have the batteries and electric cords disconnected while the boats are left

unattended.

9. **No winter in-water storage of boats (bubbling)** is allowed due to the Marina liability issues of winter access to the boat on potentially ice-covered catwalks.
10. Anchors that extend past the bow pulpit must be removed. All winter-stored boats must be removed from parking areas within the Marina property by the Friday preceding Memorial Day weekend. Boats not launched by that date will incur fines and additional boat move and storage costs.
11. "For Sale" signs may be posted on boats, but not on any Marina property.
12. Charter operations are not permitted within the Condominium.
13. Winter storage in the Condominium is restricted to one marine vessel per Unit, and that marine vessel must have been present in the Condominium during the summer season.
14. The water system to the slips is effectively an irrigation system where the water supply pipes are only buried about one foot below the ground surface. With literally miles of water pipes running throughout the Marina, it is imperative that this water system be winterized before any freezing temperatures. **The Marina annually turns the water off to the slips and winterizes the system on the third Saturday of October.** Water to the slips is turned back on in the spring around mid-April with the actual date dependent upon the weather forecasts.

#### **SECTION L – INJURY RISK, WAIVER PROMISE NOT TO SUE**

1. The Marina facilities and amenities are available for use by the Members and their family and guests at their own risk, including by way of example and not limitation, any risks that arise from negligence or carelessness on the part of the Marina, from dangerous or defective equipment or property owned, maintained, or controlled by the Marina. Member hereby acknowledges that use of the Marina facilities and amenities may expose them to certain risks inherent in boating, marina and sporting activities, including personal injury, property damage and even death. The risks include, but are not limited to, those caused by terrain, water, facilities, petroleum products and hazardous materials, temperature, weather, condition of the Member, family or guests, equipment, vehicular traffic and actions of any other third party. **Member agrees on behalf of itself, family members and guests, to at all times conduct their activities in a safe and appropriate manner. Member shall be responsible for and indemnify and hold harmless the Marina and Condominium Association from all liability and damages resulting from the failure of the Member or the Member's guest to maintain the insurance coverages set forth in Section C. Member hereby agrees to indemnify and hold harmless Marina and Condominium Association, and waives, releases and discharges any and all liability against the Marina, Condominium Association, their legal representatives and assigns for any injuries, death, theft, or loss of property which may occur to the Member, their family and their guests while visiting and utilizing the facilities and amenities at the Marina. Member also agrees to indemnify and hold harmless the Marina and Condominium Association from any and all liability, injury, loss or damage caused by or resulting from the storage or operation of Member's or the Member's guest's vehicle or watercraft, including: (i) full replacement cost for damages to the Marina/Condominium property; (ii) all economic losses and business interruption losses sustained by the Marina/Condominium or the property of a Member or guest; and (iii) any injuries to any person. By signing this Agreement, Member acknowledges that it has read and fully understands the potential and nature of risks associated with use of the Marina facilities and amenities. Member also agrees that this waiver shall be binding on Member, Member's spouse, children, legal representative, heirs, successors and assigns and upon Member's guests.**

#### **SECTION M – WAIVER FOR PHOTO AND IMAGES TAKEN AT MARINA**

1. Member hereby grants to the Marina, Condominium Association, their legal representatives and assigns, the irrevocable and unrestricted right to use publish and copyright for commercial purposes any photograph and video of Member, or photographs and video in which the Member may be included taken while at the Marina or at a Marina outside function such as a boat show. Member also agrees that said grant for photographs and videos should extend to his family (including minor children) and his guests to the Marina. All such photography may be used for commercial, editorial, trade, advertising and any other lawful purpose and in any manner and medium. Member agrees that the images may be combined with other images, text and graphics and may be cropped or modified. Member agrees to indemnify the photographer, Marina, Condominium Association and their legal representatives and assigns from all claims and liabilities relating to said photography. Member further acknowledges that the Marina makes use of cameras for surveillance video which may be used to assist law enforcement investigating any Marina incidents or crimes.

The Member is required to execute a Rules Acknowledgement Form acknowledging that the General Rules have been read and understood. Member further acknowledges that he/she has been offered a copy of these Rules and has been informed that a copy of the Marina Rules can also be viewed and printed from [www.bellemaer.com](http://www.bellemaer.com). Member agrees to abide by these General Rules, as well as the Security Rules, Environmental Rules and Swimming Pool / Indoor Court Rules as a condition of keeping a boat at the Marina. All Rules and Regulations are subject to change at any time. Facsimile and electronic signatures are acceptable and enforceable.