

BOHEMIA BAY YACHT HARBOUR RULES AND REGULATIONS

Boats must be operated, secured and equipped so that they do not represent a hazard to the facility, other boats, or the boat itself.

NO WAKE within the marina harbor and mooring areas.

Advertising or soliciting, (i.e. for sale signs) shall not be permitted on any boat or dock within the marina.

Only dock boxes properly identified and of approved type and size may be installed and then only in designated areas. Storage of items must be confined to the dock box or to the boat and will not be permitted on the docks, finger piers, parking areas, etc.

Docks and piers must be kept clear at all times. Slip owners, their tenants, and guests may not block piers or walkways with any object, and may not picnic, loiter, gather or continuously congregate upon or obstruct free passage by others upon any marina pier or walkway. Nothing may be affixed, altered or removed from the docks and piers without the express written consent of management. Painting, scraping, or repairing of gear shall not be permitted on the docks or finger piers. The occupant must ensure that any work done to the occupant's boat does not create a disturbance, endanger, damage, obstruct, or deface the marina's facilities or other boats.

Open fires must be attended at all times and are not permitted within 50' of docks or boats. Grills or cooking appliances may not be used on a vessel outside the cabin area while it is at a marina dock or slip. No outdoor grill or outdoor cooking appliance may be used within 50' of any boat, boat slip, pier, walkway or building. Use of outdoor grills or other outdoor cooking appliances is only permitted in the marina's designated recreational picnic areas.

Unattended heaters on vessels are prohibited. Management will strictly enforce this rule.

Management reserves the right to limit and govern parking spaces in the marina. Occupants and their guest shall limit their overnight accommodation to the boat itself, and will not make use of trailers, recreational vehicles of any type, or camping equipment on the marina property.

Certain overboard discharge is prohibited in the marina. Pumping of oily bilges or the discharge of any oil, spirits, or inflammable liquids is strictly forbidden within the marina. Boat heads must not be discharged overboard while the boat is in the marina. Everyone is expected to abide by all Federal and State laws related to the discharge of any materials in the waterways.

Congeniality is a requisite for tenancy. Furthermore, noise shall be kept to a minimum at all times to avoid creating a nuisance or disturbance, and after 11:00 P.M. quiet time shall be enforced.

Pets are permitted only if they do not create any disturbance. All pets must be kept on hand-held leashes and exercised in designated areas or off marina property. Pet owners are responsible to clean up after their pets.

Swimming, diving, or fishing shall not be permitted from the docks or finger piers. Everyone is expected to abide by the posted rules regarding the swimming pool and other recreational amenities.

All boats are to be maintained in a sound, "Bristol" condition. For purposes of these rules "Bristol" is defined as maintaining a current active registration and equipped with propulsion equipment which is suited to the design of the vessel. "Bristol" is further defined as being generally tidy and clean in appearance. All vessel owners must maintain adequate insurance, including a minimum of \$500,000 general liability coverage, for any vessel stored at Bohemia Bay Yacht Harbour, include Bohemia Bay Yacht Harbour as an additional named insured in those policies, and be able to produce evidence of said insurance upon request. If at any time management recognizes a vessel not keeping with these standards or and/or management considers there to be a risk of sinking, fire or other such hazard, management may at its sole discretion, give the owner of the vessel up to thirty (30) days written notice to correct the condition(s) identified by management except in emergency situations in which case management may take immediate action. Failure to correct the condition(s) identified by management will be considered default in the terms of the tenants current dockage license or the slip owners deed covenant and therefore the vessel will be required to vacate or be removed from the premises and the slip owner, their guest(s) or tenant(s) will be barred from use of the marina and its recreational facilities until such condition(s) are corrected or repaired.

Tradesman, servicemen, independent contractors, sub-contractors, retailers, or agents of any kind will not be permitted to solicit business on the premises. The boat owner must give prior notice to the marina management before any outside services (not by marina employees) will be permitted to board the boat. All tradesman, servicemen, independent contractors, sub-contractors must provide evidence of current liability insurance and worker's compensation of sufficient coverage to insure against any potential damage to the marina facilities or other boats in the marina. All independent contractors must sign in at the marina office prior to starting any work and abide by all marina rules and regulations.

Dinghies may only be left in the water if the occupant is aboard the boat. At all other times dinghies must be stored on the boat or in the dinghy racks provided by the marina.

Trailers or small boats on trailers are not to be parked in any parking areas.

Boats moored in slip spaces are not allowed to protrude beyond the outermost mooring pilings of said slip.

Boat refueling may only be performed at the Marina Fuel Dock. Fueling or transferring of fuel to vessels using portable containers is strictly prohibited. Storage of flammable or combustible materials of any type including, but not limited to, gasoline, diesel fuel, kerosene, "white gas", thinners, cleaners, turpentine, solvents, or catalysts is not permitted in dock boxes, on the vessel, in personal vehicles, or around personal vehicles. Anything that causes or may cause the marina to be in violation of NFPA code 303 is prohibited.

No live aboards are permitted in the marina. A live aboard is defined as any person who resides upon any vessel more than 8 days in a 30-day period between November 1st and April 1st.