

ROCKY POINTE MARINA, PORTLAND, LLC

**SAFETY RULES AND ENVIRONMENTAL REGULATIONS
CODES AND COVENANTS**

Witnesseth: In consideration of Tenant's payment of rent and Landlord's (herein known as Rocky Pointe Marina, marina, marina management or landlord) renting of moorage space, Landlords and Tenant agree to the following terms and conditions:

FLOATING HOMES, COMBO UNITS AND BOATHOUSES

- 1) The State, the County or the Scappoose Fire Department must approve all wood stoves, be cleaned regularly and inspected bi-annually. Copies of inspection/cleaning must be made available upon request by marina management.
- 2) Every floating structure and boat must have a 5# type ABC fire extinguisher (minimum) with a current inspection and a functioning smoke alarm. At least one fire extinguisher must be mounted to an exterior wall and be visible from the common walkway. All fire extinguishers must have a current inspection seal.
- 3) All tenants residing full time at the marina shall participate in annual fire safety training.
- 4) Common Fire Extinguisher Locations: Upper, Middle, and Lower Rocky Pointe Marina are equipped with chemical and water pump fire extinguishers. It is the tenant's responsibility to familiarize themselves with location and operation of this safety equipment.
- 5) All tenants shall have \$500,000.00 of Liability Insurance and provide evidence thereof. "Perils of the Sea" must be included in all floating home and boathouse policies. All boats must have a specific boat coverage policy; a rider on a homeowner's policy is unacceptable.
- 6) Rocky Pointe Marina must be listed on all policies as "Additional Interest".
- 7) All floating structures must be moored with chains that encircle the second log. Mooring devices must terminate in a quick-release type fastener approved by management, and be City of Portland, Title 28, building code compliant.
- 8) Sewer and water connections on all floating structures must be in good working order. Discharge of treated and untreated waste is prohibited. If water connections are found to be in disrepair, the tenant will be given a 24-hour notice to remedy the situation. Sewer leaks will be repaired immediately by staff, and tenant billed at prevailing published rate. If the water leak is not remedied, marina management will have the connection repaired and the tenant will be billed at published rate. All connections from the dock to the home are the homeowners responsibility.
- 9) All floating home re-roofing shall be metal roofing of an earth tone or neutral color.
- 10) All floating homes shall be painted an earth tone or neutral color, approved in advance by the marina management.
- 11) All floating home toilets shall be a low volume (1.6 gallon) design.
- 12) All floating homes and boathouses shall have gutters and down spouts. Collection barrels for rain water recycling is encouraged.
- 13) All floating homes shall be maintained and repaired or remodeled in compliance with the City of Portland; Title 28 building codes, and receive permission and approval of marina management. No exterior changes can be made without express approval by management.
- 14) Walkways on the sides of floating homes must be kept clear and in good repair as a fire corridor and for the personal safety of emergency responders.
- 15) Discharge of toxic chemicals, including solvent base substances, lubricants and fuel oil into waterways, toilets, sinks or on the marina ground is strictly prohibited.
- 16) Tenants causing damage to marina property will reimburse Rocky Pointe Marina for cost of repairs or damages.

- 17) Monthly moorage is payable by tenant to landlord in advance, on, or before the first day of each month. Rent will be deemed delinquent if not received by close of workday on the 8th day of the month.
- 18) NO RUNNING IS ALLOWED ON WALKWAYS OR ACCESS RAMPS. Skateboarding, skating, scooter, motorcycle and bicycles are not to be ridden on the docks, unless it is a device that falls under the auspice of ADA guidelines.
- 19) Normal household garbage shall always be placed in the appropriate recycle garbage containers. Containers are provided at the head of each access ramp. Arrangements for large debris removal must be made in advance with marina management, or a dump fee of \$100 per item will be assessed.
 - 20) Tires and oversized items, beyond normal household garbage, cannot be disposed of at the Marina.
- 21) No exotic animals or wildlife permitted.
- 22) No paint can disposal is available, you must take it to the hazardous waste site.
- 23) Children 12 years old and under must wear a life vest on the marina walkways, access ramps and moorage slips, and accompanied by an adult for safety reasons.
- 24) Tenants are responsible for their guests. Undue rowdiness on the walkways or on boats will not be tolerated. After 10:00 p.m. parties and other social activities must be controlled so as to keep the volume of noise to a minimum and not disturb other tenants.
- 25) ALL DOGS & CATS MUST BE ON A LEASH AT ALL TIMES WHEN ON THE MARINA PREMISES. Pet owners are fully responsible for the behavior of their pets and damage caused by their pets. Pet owners shall not allow their pets to become a nuisance to others and shall clean up after their pets in all areas their pets are allowed to visit. Cats shall be made non-productive and be leashed when outdoors. Tenant must get permission in advance from marina management to bring in a new pet. All pets must remain current on state required vaccinations, and provide proof upon request. Any pets found roaming the marina will be collected and delivered to Multnomah County Animal Control without notice.
- 26) No person shall swim, dive or water ski from the ramps or walkways of the marina. No swimming in marina waters under any circumstances except by diving contractors on file with the marina office.
- 27) No charcoal grills, fire pits or wood burning smokers may be used anywhere in the marina, propane or electric only.
- 28) Mooring of your vessel or home at Rocky Pointe Marina is at your risk. Rocky Pointe Marina, Portland, LLC is not responsible for theft, fire or weather related damages, except in instances of gross negligence.
- 29) Floating homes are to be owner occupied, no rentals, Air B&B or VRBO (vacation rental) allowed. All guests must be accompanied at all times by boat or homeowners.
- 30) Marina management must approve outside contractors. They must provide a copy of liability insurance of \$1,000,000, a copy of their CCB# and have these on file with the marina office prior to work beginning. All outside contractors must comply with our safety and environmental rules and abide by our Clean Marina Policies and DEQ best practices guidelines and sign the Contractor Rules agreement.
- 31) No improvements or modifications may be made to the marina's structures, docks, ramps, walkways, common areas, upland structures, uplands improvements, or uplands landscaping by the marina residents or their hired contractors.
- 32) No boat exceeding 20' LOA may be tied to the front of a floating home. Smaller vessels must remain within 55' maximum extension from the walkway of the marina. No other floating structure's may be added without the express written consent of the marina management, and must be within the 55' maximum extension of the walkway.
- 33) Floating homes, boathouses, and combination units must be maintained in a clean, neat and structurally sound state. Debris must be disposed of properly.
- 34) No boathouse may be converted into a floating home without the express written consent of the management.
- 35) Use Of the marina boat ramp is for tenant use only, maximum launch size is 20', no powering onto the trailer is allowed.

BOAT SLIP RENTAL

- 36) All tenants shall have \$500,000.00 of Liability Insurance and provide evidence thereof. "Perils of the Sea" must be included in all floating home and boathouse policies. All boats must have a specific boat coverage policy; a rider on a homeowner's policy is unacceptable.
- 37) All guests must be accompanied by owner, at all times.
- 38) Heat lamps and winter warming devices must be secured in casing of an approved type and secured to a bulkhead.
- 39) All vessels are subject to inspection upon 24 hour notice to tenant if the boat appears to be in a derelict condition.
- 40) Tenants shall provide Landlords with a telephone number and address where a tenant or designated representative may be reached in an emergency.
- 41) All vessels moored at the Marina are to be equipped with oil absorbent bilge socks or double diapers to prevent accidental bilge pumping of oil and gas.
- 42) Walkways must be kept clear as a fire corridor and for the personal safety of individuals using the walkways, including the finger piers.
- 43) No boat storage of any kind on docks will be allowed.
- 44) A live aboard is a person who resides in the marina more than 6 days in a calendar month on your boat. Living aboard your boat is strictly prohibited without written permission of the management and will result in eviction.
- 45) Boat shore power cord and receptacle shall connect tightly, be free chafing and cool to the touch. Cords in disrepair will be disconnected without notice.
- 46) No extension cords may be used on the Marina docks without a 30amp adapter which includes a GFI for safety. No indoor extension cords are to be used, no exceptions.
- 47) The terms of the tenancy for boats is month to month. First and last months rent is required. Either Tenant or Landlord requires written 30-day notice of termination of moorage.
- 48) Tenants causing damage to marina property will reimburse Rocky Pointe Marina for cost of repairs or damages.
- 49) Monthly moorage is payable by Tenant to landlord in advance, on, or before the first day of each month. Rent will be deemed delinquent if not received by close of workday on the 8th day of the month.
- 50) NO RUNNING IS ALLOWED ON WALKWAYS OR ACCESS RAMPS. Skateboarding, skating, motorcycle, scooter and bicycles are not to be ridden on the docks, unless it is a device that falls under the auspice of ADA guidelines
- 51) Moving or shifting of boats or boathouses within the marina is permitted only upon written approval of the marina management.
- 52) Sub-leasing of slip is not allowed. No guest boat moorage is available.
- 53) Normal household garbage shall always be placed in the appropriate recycle garbage containers. Containers are provided at the head of each access ramp. Arrangements for large debris removal must be made in advance with marina management, or a dump fee of \$100 per item will be assessed.
- 54) Marina walkways are to be kept completely clear of any personal property. All dock boxes must be of approved type. Dinghies, small boats and personal watercraft storage must be stowed appropriately, not on the docks.
- 55) No person shall swim, dive or water ski from the ramps or walkways of the marina. No swimming in marina waters under any circumstances except by diving contractors on file with the marina office.
- 56) No fresh water may be used for boat washing. Only use an approved biodegradable boat wash, apply "Clean Boater" standards to cleaning as outlined by Oregon State Marine Board. Please see the marina office for a complete list of "Alternatives to Toxic Products". A quick freshwater rinse may be used, we appreciate conservation efforts for our natural resources.

- 57) No charcoal grills may be used anywhere in the marina, propane only.
- 58) Automotive style battery chargers are not allowed.
- 59) All vessels must be kept in running condition, and currently registered within the State of Oregon. Moorage will be offered only to the owner of record with the Oregon Marine Board.
- 60) No slip may have anything additional tied to it that extends beyond the slip as a navigation hazard.
- 61) All vessels shall be made available for inspection upon 24-hour notice to tenant, as to confirm marina compliance requirements as set forth by these Safety Rules and Regulations.
- 62) Mooring of your vessel or home at Rocky Pointe Marina is at your risk. Rocky Pointe Marina, Portland, LLC is not responsible for theft, fire or weather related damages, except in instances of gross negligence.
- 63) No fuel cans or containers of any kind may be stored anywhere on the marina docks. All fuel containers must be stored on your vessel and secured.
- 64) Rocky Pointe Marina has a zero discharge policy for all boats. Pump out stations are available on every dock and at the fuel dock. Please call the office if you need instructions on how to use the mobile pump outs.
- 65) "Y" valve must remain closed while in marina waters.
- 66) No boat may have a water supply line connected directly to the boat.
- 67) Boats may keep a dock box and boarding steps on the dock. No other items may be stored on marina docks.
- 68) No sanding, fiberglass work or painting of any kind on boats in marina waters. Before any engine work, turn off your bilge pumps. Place a sufficient amount of absorbent pads under the space you will be working. Only turn your bilges back on when you have removed any soiled pads and have made sure the bilge water is not contaminated. All DEQ best practices and Clean Marina guidelines must be observed. Please inquire at the office if you are unsure of anything!
- 69) If any contamination of the waterway is discovered, and is determined to be originating from your vessel, immediate steps will be taken by marina staff for environmental clean-up. DEQ, Coast Guard and the NRC Spill Response team will be notified immediately once booms and pads have been deployed. If it is determined the discharge could recur, your vessel will be removed from the water immediately by the boatyard. You will be notified as soon as the emergency response has been completed. Reports will be made to the appropriate agencies.
- 70) No flowerpots or planters on marina docks, unless you have a patio slip, then a maximum of three will be allowed. All pots must have "feet" to raise them up off the docks. Do not use a chemical fertilizer that could leach into the river. Do not throw dead plants into the water way. Do not dispose of in marina compost pile, as it may be an invasive species that could be introduced into our eco-system here.
- 71) No external antennas or satellite dishes are to be mounted to any part of the marina property, docks or structures. Floating homes may mount such items to their respective homes or floats.
- 72) Marina management must approve all outside contractors. They must provide a copy of liability insurance of \$1,000,000, a copy of their CCB# and have these on file with the marina office prior to work beginning.
- 73) All outside contractors must abide by the Safety Rules and Regulations of the marina and Clean Marina provisions, and sign the "Contractor Rules" agreement.

PARKING

- 74) Security gates are not to be left open or made inoperable except by management or in case of emergency.
- 75) Vehicles parking on Marina property shall display parking identification tags. Vehicles and pedestrian(s) are not to follow preceding vehicle or pedestrian(s) through security gate.
- 76) Tenants shall not work on vehicles on marina property. Inoperable vehicles, vehicles leaking fluids, or with expired license plates will be towed without notice at the vehicle owner's expense.

77) Speed on access road is limited to 5 miles per hour.

78) Vehicle parking: Floating homes – 2 parking spaces. Boats and houseboats – 1 parking space per licensed driver, 2 maximum on a temporary basis. No permanent vehicle storage is provided, except for floating homeowners. All vehicles parked on the marina property must at all times display a marina parking permit, guest pass or temporary permit tag, issued by the marina management, with license plates recorded in the office, on the front dash or rear view mirror. Any vehicle not displaying a valid permit for more than 24 hours will be towed without notice at the vehicle owner's expense. There is no permanent parking available for boathouses or boat slip rental. If you are taking your vessel out for an extended period, please notify the office of your vehicle tag number.

79) No washing of vehicles is allowed in the marina.

80) No trailer parking is allowed without a trailer permit and permission from the management of the marina. All unauthorized trailers will be towed without notice.

81) No trailer or boat may be stored at the marina, either on land or in the water, which is not titled under the marina tenant's name, proof of ownership must be provided.

GENERAL SAFETY RULES

82) The use of firearms or weapons such as bow and arrow or spud guns are strictly prohibited anywhere on marina property without written permission from the management.

83) Fireworks of any kind (including those deemed legal by the State of Oregon) are strictly prohibited from use anywhere on marina property, including privately owned floating structures, and common areas, uplands or otherwise.

84) No smoking while on marina dock's. Dispose of burning materials at the head of the gangway in labeled containers before entering marina docks. Do not dispose of burning materials in the water. You are responsible for informing your guests of this as well.

85) Hunting of waterfowl within the marina or from any floating structure in the marina is strictly prohibited.

86) No fishing from marina docks. Floating home owners may fish from their own docks.

87) Tenant must notify the management immediately in the case of ownership transfer. The vessel must be removed from the marina immediately, unless the management has accepted the new owner as a tenant.

88) No tenant (person's listed on the rental agreement) may give a non-tenant a security gate code without the tenant present to accompany guest. No tenant (person's listed on the rental agreement) shall allow a non-tenant to stay aboard the vessel or floating structure for any reason or any amount of time without the tenant present or the express written permission of the management. This shall apply to family members as well.

WITNESSETH: In consideration of Tenant's payment of rent and Landlord's renting of moorage space, Landlord and Tenant agree to the aforementioned terms and conditions, rules and regulations and codes and covenants.

These rules may be modified for time to time in accordance with Oregon law.

Pursuant to ORS90.630, repeated violations of floating home, boathouse or combination owners within a six-month period will result in termination of rental agreement, or in the case of boat slip rentals, a 30-day notice to vacate. Please call 503-543-7003 if you have any questions.

Accepted _____
(Tenant)

Date _____

Management _____
(Rocky Pointe Marina)

Date_____

Effective 07/31/2016

Supercedes all previous Safety Rules and Regulations, Codes and Covenants