

Rocky Pointe Marina
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Portland, Oregon 97231
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2024 RULES AND REGULATIONS
EFFECTIVE March 1, 2024
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IMPORTANT:

Violation of the Rules and Regulations can result in the termination of your tenancy.

Section 1

GENERAL

- 1.1 These rules and regulations apply to the floating homes combo units and “liveaboards” in the floating home facility known as Rocky Pointe Marina. Rocky Pointe Marina is referred to in these rules and regulations as “COMMUNITY” or “MARINA”. All floating homes, combo units, boathouses, “liveaboards” or any other structure that are occupied for residential use, shall be referred to as a HOME.
- 1.2 The LANDLORD of the Rocky Pointe Marina, or its manager will be referred to in these rules and regulations as “LANDLORD”.
- 1.3 The owner of an individual HOME who is also a tenant who rents or leases a space in the COMMUNITY from LANDLORD will be referred to in these rules and regulations as “HOMEOWNER” or “HOMEOWNERS”.
- 1.4 The individual spaces in COMMUNITY rented/leased from LANDLORD to HOMEOWNERS for placement of a HOME will be referred to in these rules and regulations as “spaces”.
- 1.5 The space rental/lease agreement entered into between LANDLORD and HOMEOWNER, of which these rules and regulations form an integral part, is referred to in these rules and regulations as RENTAL AGREEMENT.
- 1.6 Sections 5-9 and 14 also apply to owners of boats or boathouses who do not occupy a space for residential purposes but occupy a boat slip pursuant to a commercial boat slip rental agreement with LANDLORD “BOAT SLIP RENTAL AGREEMENT.” Such occupants are referred to as “BOAT SLIP TENANTS”.
- 1.7 Any action required to be taken by LANDLORD pursuant to these rules and regulations may, unless otherwise specified, be taken by a property manager appointed by the LANDLORD to act as its representative in connection with COMMUNITY.
- 1.8 Any approval, consent, or waiver which these rules and regulations require to be obtained from LANDLORD must be obtained in writing, signed by an authorized representative of LANDLORD, and obtained prior to doing the act for which approval, consent, or waiver is to be obtained, particularly prior to the initiation of any construction.
- 1.9 Any action with which these rules and regulations deal must be taken in accordance with federal and state law and regulations, and in accordance with local ordinances, in addition to meeting the requirements of these rules and regulations.
- 1.10 Any alterations to the exterior of HOMEOWNER’S HOME or improvements (including painting, color scheme changes, and the like) constructed on HOMEOWNER’S space must have the prior written approval of LANDLORD, whether those alterations or improvements are required by the RENTAL AGREEMENT or these rules and regulations or whether they are voluntarily proposed by the HOMEOWNER.
- 1.11 LANDLORD may waive one or more requirements of these rules and regulations on a showing of the HOMEOWNER that special circumstances exist which distinguish its situation from that of other HOMEOWNERS. Any HOMEOWNERS request for a waiver must be in writing and addressed to the property manager appointed by LANDLORD. All decisions to waive any such requirement shall be in the LANDLORD’S sole discretion, and agreement to waive a requirement shall not constitute a waiver of

LANDLORD'S later decision not to waive a requirement for the same or a different HOMEOWNER. LANDLORD may condition any waiver on a HOMEOWNER'S payment of an amount to offset expenses associated with the waiver or may impose other reasonable conditions.

- 1.12 If HOMEOWNER fails to complete improvements, do maintenance, or otherwise take some action required by these rules and regulations, LANDLORD has the option of taking that action for HOMEOWNER. If HOMEOWNER takes some action not in compliance with these rules and regulations (such as constructing an improvement without approval), LANDLORD has the option of undoing what HOMEOWNER has done. If LANDLORD exercises this option, HOMEOWNER shall be responsible to LANDLORD for LANDLORD'S expense in doing the work, together with a supervisions/management fee of an additional twenty percent (20%).
- 1.13 LANDLORD will not discriminate on basis of race, color, sex, marital status, familial status, religion, national origin, or handicap in violation with any city, state or federal law. In determining how to meet this promise, LANDLORD will follow precedent under appropriate city, state, and federal statutes.
- 1.14 LANDLORD does not provide a security patrol or security systems other than a few cameras around the office and unsecured parking lot. There is a locked car entrance gate and a locked ramp gate at the upper marina that both have a key pad. HOMEOWNERS are encouraged to exercise reasonable diligence and caution in securing their HOMES and personal property at all times. HOMEOWNERS observing any suspicious or illegal acts are requested to notify proper authorities, police and/or the COMMUNITY manager.
- 1.15 Failure of LANDLORD at any time to require performance of any Rule or Regulation contained herein shall not limit the right of LANDLORD to enforce the Rule or Regulation, nor shall any waiver of any breach of any Rule or Regulation be a waiver of any succeeding breach of that Rule or Regulation or a waiver of that Rule or Regulation itself or any other Rule or Regulation. (What this means is that if one person breaks a rule and gets away with it, the rule still stays in place for everyone else).
- 1.16 If a HOMEOWNER also rents space for a boat, personal watercraft, boathouse or owns a "liveaboard" the rules relating to commercial boat slips also apply and a violation of that separate agreement will be deemed a violation of these rules and regulations.
- 1.17 Any action required to be taken by LANDLORD pursuant to these rules and regulations may, unless otherwise specified, be taken by a property manager appointed by the LANDLORD to act as its representative in connection with COMMUNITY.
- 1.18 For the purpose of these rules, the back of the house is on the dock side and the front is the river side. ???

Section 2

FIRE SAFETY

- 2.1 All HOMES shall carry \$500,000 Liability Insurance, with a "Perils of the Sea" inclusion. A separate liability insurance policy in the amount of \$500,000 for a boat stored in a combo unit shall be required. Motorized boats stored on the front decks of any home must have a separate \$300,000 liability policy. LANDLORD shall be named as Additional Interest party on all policies.
- 2.2 The State, County or the Scappoose Fire Department shall approve all wood burning stoves. HOMEOWNER shall insure that all wood burning stoves are cleaned regularly and inspected bi-annually. Copies of inspection/cleaning must be made available upon request by LANDLORD. No new woodstoves are allowed.
- 2.3 All HOMES must have a #5 type ABC fire extinguisher with a current inspection and a functioning smoke alarm. At least one fire extinguisher must be mounted to an exterior wall and be accessible from the common walkway.
- 2.4 All HOMEOWNERS shall participate in the marina annual fire safety and emergency training.
- 2.5 Common fire extinguishers are in every section of the marina. It is the responsibility of

- the HOMEOWNER to familiarize themselves with the operation of this safety equipment.
- 2.6 Use of charcoal grills, fire pits, wood burning smokers, tiki torches or other outdoor flame is prohibited anywhere in the marina. The exception are propane fire pits that include a flame cover; however, flames are not allowed past any cover. Smokers are allowed at upland gazebo area near community gardens.
 - 2.7 Fireworks of any kind (including those deemed legal by the State of Oregon) are strictly prohibited in the marina. This restriction includes privately owned floating, structures, common areas uplands or otherwise.
 - 2.8 All HOMES must have the address (i.e. slip #) clearly displayed on the front of the HOME or located on the side of the HOME facing the walkway. Lettering needs to be legible and at least 4". The purpose is for emergency personnel to confirm an address or slip number. Numbers on the walkways are not sufficient.
 - 2.9 No fuel cans may be stored anywhere in the marina, including in or on a HOME except as follows: A HOMEOWNER may have single extra 5# propane tank on the deck of a home that faces the water. Fuel storage containers must be secured to prevent tipping over. Boats can have approved fuel storage containers on their boat but they must be secured.
 - 2.10 Smoking is prohibited on marina docks, walkways and access ramps.

Section 3

SPACE MAINTENANCE AND SET-UP

- 3.1 No structure can extend further than 55' feet into the waterway from the dock or from a bumper log between house and dock. Home can have a 12" step or deck extension no wider than 4 ft to fill over the gap created by bumper log.
- 3.2 All HOMES (except liveaboards) must be moored with chains that encircle the second log. Three chains must be used, terminating in a quick release type fastener or shackle approved by LANDLORD and be CITY of PORTLAND, TITLE 28 and building code complaint. Additionally, two 5/8" or bigger turnbuckle adjusters, one on each end of the floating structure must be used.
- 3.3 Sewer and water connections on all HOMES must be in good working order. Discharge of treated and untreated waste is strictly prohibited. If water or sewer connections are found to be in disrepair, HOMEOWNER will be given a 24-hour notice to remedy the situation. Sewer leaks are deemed an "emergency" as defined by ORS 90.725(1)(a) and may be repaired or mitigated immediately which may include turning off honey pot and/or water supply to the home by LANDLORD. HOMEOWNER will be billed at prevailing published rate for such a repair. All connections from the dock to the HOME are the HOMEOWNER'S responsibility. Metal honey pots, when leaking, must be replaced with plastic.
- 3.4 Roofing of all HOMES that have roofs, shall be metal roofing of an earth tone or neutral color approved in writing by LANDLORD.
- 3.5 All HOMES (except liveaboards) shall be painted an earth tone or neutral color approved in writing by LANDLORD.
The LANDLORD reserves the right to approve or disapprove any exterior accessory or structure added to any HOME.
- 3.6 All HOMES (except liveaboards) shall have a low volume (1.6 gallon) toilet.
- 3.7 All HOMES (except liveaboards) shall have gutters and down spouts. Downspouts must not splash onto main walkway.
- 3.8 All HOMES (except liveaboards) shall be maintained, repaired or remodeled in compliance with CITY of PORTLAND, TITLE 28 building codes and receive permission and approval of LANDLORD. .

- 3.8 a No exterior changes can be made without express approval by LANDLORD. This includes the float and house structure (includes liveboards)
- 3.9 Walkways on the sides of HOMES must be maintained in good repair and kept clear of debris/storage as a fire corridor for first responders, minimum 24". Side deck must be kept clean of algae and slime that could cause slipping.
- 3.10 HOMEOWNERS, or their guests, who cause damage to marina property will reimburse LANDLORD for damage to marina property or cost of repair.
- 3.11 Discharge of toxic chemicals, including solvent based substances, lubricants, and fuel oil into waterway, toilets, sinks or on marina ground is strictly prohibited.
- 3.12 All aspects of moving a HOME must be coordinated in advance with LANDLORD. LANDLORD is responsible for hook-up of sewer and water lines. All other aspects regarding cable, electrical, bumper log, chains and telephone are the responsibility of the HOMEOWNER.
- 3.13 NO HOME, including accessory structure, decks, etc., may be placed closer than permitted by CITY of PORTLAND, TITLE 28 set-back requirements to any space boundary line.
- 3.14 HOMEOWNER is responsible for any damage caused to their space, other spaces, or any portion of COMMUNITY during the placement or removal of their HOME and shall reimburse LANDLORD or other HOMEOWNERS, as appropriate, for any loss suffered.
- 3.15 HOMEOWNER is responsible for maintaining and keeping clean and in good repair the exterior of their HOME, as well as all appurtenant structures such as steps, decks, storage buildings and fences at all times. The exterior of the HOME must be maintained in a structurally sound condition to the satisfaction of the LANDLORD/COMMUNITY, which may require painting as needed with a color pre-approved by LANDLORD.
- 3.16 Furniture left outside a HOME shall be limited to items commonly accepted as outdoor or patio furniture. A standard storage unit is acceptable for a clean and neat external appearance.
- 3.17 No improvements or modifications may be made to marina structures, docks, ramps, walkways, common areas, upland structures, upland improvements or upland landscaping by HOMEOWNERS or their contractors.
- 3.18 HOMES shall be occupied by HOMEOWNER. No rentals, Air B&B, VRBO, or vacation rentals or temporary occupancies of any type are permitted in the COMMUNITY. All guests must be accompanied by HOMEOWNER.
- 3.19 LANDLORD must approve all contractors. Contractors must provide a copy of their liability insurance of \$1,000,000 (one million), a copy of their CCB license, a signed copy of the GENERAL CONTRACTOR AND CONSTRUCTION RULES on file with the office prior to work beginning. All contractors must comply with OWNERS safety and environmental rules and abide by the CLEAN MARINA POLICIES and DEQ BEST PRACTICES guidelines.
- 3.19 a Use of upland property for storage or delivery of building materials or any contractor work performed on the uplands must be approved by LANDLORD in advance.
- 3.20 No boathouse may be converted into a floating home without the express written consent of LANDLORD.
- 3.21 Should a boathouse be converted into a floating home, then these rules, in their entirety, shall apply to such boathouse as if it were a HOME.
- 3.22 .
- 3.23 Weeds and marine growth around the perimeter on all 4 sides of HOMES must be kept tidy not allowing growth to exceed 8 inches..
- 3.24 Addition of any exterior lighting to a HOME must be approved by LANDLORD and must not interfere with the quiet enjoyment and peaceful habitation of neighbors. They must not contribute to light pollution.

- 3.25 Design Review Committee. Should Landlord and Homeowner not agree on Homeowner requested modifications Landlord may convene a design review committee comprised of 1 homeowner from each of the 3 sections of marina to review and provide suggestions. Landlord maintains final authority for approval.

Section 4

FACILITY USE

- 4.1 Clotheslines or clothesline poles are not allowed. Clothing, linens, rugs, etc., are not to be draped over deck of porch railings or otherwise left outside of HOMES.
- 4.2 Common areas, parking lot and HOMEOWNER's space, including porches and decks, are always to be kept clean and free from trash and litter. Personal property of HOMEOWNER or HOMEOWNER's guests shall not be permitted to be left in common areas or parking lot.
- 4.3 HOMEOWNERS must remove (take down) any holiday decorations from their HOME and space within thirty (30) days after celebrated holiday.
- 4.4 Signs and posters are not to be displayed in windows or on HOMES at any time. The exceptions are political signs during an election campaign; which must be removed within 48 hours after Election Day. No sign shall be larger than 18" X 24" or 432 square inches. For Sale signs are permitted pursuant to Oregon law.
- 4.5 No running is allowed on docks, walkways or access ramps. Skateboarding, skating, scooter, motorcycle, bicycles, etc., are not to be ridden on docks, walkways or access ramps unless it is a device that falls under the auspice of ADA guidelines.
- 4.6 Normal household garbage shall be placed in the appropriate dumpster. Recycle materials shall be placed in the appropriate containers. Containers are provided at the head of each access ramp. HOMEOWNER must make their own arrangements for large debris removal and notify LANDLORD in advance if an outside service is used; HOMEOWNER agrees to reimburse LANDLORD \$150.00 per item of debris that HOMEOWNER fails to remove. HOMEOWNER is responsible for any fees associated with large debris removal. This includes tires and oversized items.
- 4.7 No hazardous material disposal is available. This includes, but is not limited to disposal of paint cans, used oil, propane cans, gas or diesel cans. HOMEOWNERS and Boat Slip Tenants must dispose of such material offsite.
- 4.8 Children 12 years and younger must wear a life jacket on docks, walkways and access ramps. All children 12 years and younger must be accompanied by an adult.
- 4.9 No person shall swim, dive or water ski from the dock, walkways or access ramps of the marina. No swimming in the waters of the marina is permitted under any circumstances. Diving contractors are allowed so long as such contractors are on file with marina office.
- 4.10 No boat exceeding 20' may be tied to the front of a HOME.
Vessels must remain within 55' maximum extension from the walkway of the marina, except as noted below. No other floating structures may be added without the written consent of the LANDLORD. A vessel not exceeding 20' may be tied to a HOME exceeding the 55' limit for a period not to exceed 48 hours.
- 4.12 HOMEOWNER shall provide LANDLORD with a telephone number of a designated representative who may be reached in an emergency. Where HOMEOWNER is the only person residing in the HOME, HOMEOWNER shall provide the name of an authorized person to act on HOMEOWNER'S behalf regarding the disposition of HOMEOWNER'S HOME should HOMEOWNER pass away. Such notification shall be pursuant to ORS 90.675.

- 4.13 Use of the boat ramp is for HOMEOWNER and Boat Slip Tenants use only. No guest boats. The maximum launch size for the boat ramp is 20'. Powering on or off is prohibited. The use of the boat ramp should be avoided during low tides during the summer.
- 4.14 HOMEOWNER and Boat Slip Tenants will respect the peace of the COMMUNITY and see to it that guests do the same. Neither HOMEOWNER nor guests shall cause unreasonably loud or disturbing noise through parties, radios, televisions, stereo equipment, musical instruments, chain saws, motorcycles, automobiles, pets, etc. There is a noise abatement curfew from 10:00 p.m. until 9:00 a.m. No power tools, pressure washer or the like are to be used past 6 PM.
- 4.15 No commercial trade or business (including child-care) may be conducted in the COMMUNITY.
- 4.16 Mooring any HOME or other watercraft is at HOMEOWNER'S risk. LANDLORD is not responsible for theft, fire or weather-related damages.
- 4.17 Drone operation in marina airspace is prohibited.
- 4.18 No external antenna's, satellite dishes or the like are to be mounted to any part of marina property, docks, structures or pilings.
- 4.19 HOMEOWNER must get permission from LANDLORD for an event or party where 12 or more people will be at the COMMUNITY.
- 4.20 Docks are inherently dangerous places. LANDLORD assumes no liability for any injury or damage that occur on the docks. There is an inherent risk on all floating facilities and all HOMEOWNERS expressly assume such risk.
- 4.21 The use of firearms or any weapons (including but not limited to bows or spud guns) are strictly prohibited.
- 4.22 Hunting in the COMMUNITY is prohibited.
- 4.23 Rental or sub-letting of a HOME is strictly prohibited. HOMES must be owner-occupied.
- 4.24 Paper towels, sanitary napkins, tampons, diapers, personal wipes, tips and other cleaning wipes should not be flushed down your toilet. Grease should not be poured down sinks. Kitty litter should not be flushed down toilet. HOMEOWNER is responsible for clearing any blockage in a sewer line from the home to the main line on the dock.
- 4.25

Section 5

PARKING

- 5.0 Guest Parking Areas must be used by all guests in the upper marina, in order to keep resident spaces open for resident use There is a guest park area inside the gate in front of the community gardens and is clearly marked "Guest Parking".. "Contractors may park either in the guest areas, or in the upper marina gravel lot. It is HOMEOWNER'S responsibility to advise any contractors or guests in advance of where to park. Contractors may off load tools and materials from resident parking spaces, but upon completion, any contractor must promptly move vehicle to designated contractor parking area.
- 5.1 Keypad security gates are not to be left open or made inoperable except by LANDLORD or in case of emergency.
- 5.2 Vehicles parking on marina property shall display parking identification tag. Vehicle and pedestrian(s) are not to follow preceding vehicle or pedestrian through security gate.
- 5.3 Tenants shall not work on vehicles on marina property. Inoperable vehicles, vehicles leaking fluids or vehicles with expired plates, will be towed without notice at vehicle owner's expense.
- 5.4 The speed limit is 5 MPH (miles per hour).
- 5.5 Floating homes and combo units are allowed two (2) passenger vehicles spaces and are issued permits. Any HOMEOWNER who also rents a separate boat slip is not entitled to an additional parking space.

- 5.5 a Motorcycles are not counted as a vehicle. Motorcycles must be parked in same space as a primary vehicle or in guest parking area.
- 5.6 There are tandem parking spaces in the upper marina that can be reserved spaces for residents. Priority for these spaces residents that have 2 vehicles here full time. These tandem spaces are not to used for trailers of any type- vehicles only.
- 5.7 Boathouses and liveboards are allowed one (1) passenger vehicle space and issued a permit.
- 5.8 Additional passenger vehicle spaces are considered on a case by case basis by LANDLORD, and, if approved, will be required to pay an additional fee and issued a permit.
- 5.9 Guest passes must be displayed in the front windshield or on the front dashboard and be visible from the street.
- 5.10 BOAT SLIP TENANTS are allowed one (1) passenger vehicle space and issued a permit for temporary parking privileges. If a boat is being taken out for an extended period, the office must be notified so marina does not initiate emergency protocol for missing boat or people.
- 5.11 Any vehicle not displaying a valid permit, or a guest pass will be towed at vehicle owner's expense.
- 5.12 No washing of vehicles or boats is allowed anywhere on marina upland property.
- 5.13 No trailer parking is allowed without a trailer permit and permission from the LANDLORD. All unauthorized trailers will be towed without notice and at the trailer owner's expense. Only boat trailers are allowed. Storage of utility trailers is not allowed.
- 5.14 No trailer or boat may be stored at the marina, either on land or in the water, which is not titled in the marina tenants name and proof of ownership must be provided.
- 5.15 No camping and no camp trailers allowed at any time. Guest parking is not available for that use.
- 5.16 RV parking not available ever except as listed in 5.16 below.
- 5.17 Overnight staging for floating home residents is allowed for campers and RV's
- 5.18 No parking of oversized vehicles, semi- trailer or cab.
- 5.19 No parking of cargo trailers or any other type of storage trailer.
- 5.20 Vehicles leaking fluids will be charged for environmental clean-up at prevailing boatyard rates.

Section 6

PETS

- 6.1 The definition of animal is domesticated dogs and/or cats. Domesticated house pets may be allowed if the HOMEOWNER obtains prior written permission from the LANDLORD. Said permission shall become a part of the rental agreement between LANDLORD and HOMEOWNER or LANDLORD and BOAT SLIP TENANT.
- 6.2 All dogs and cats must always be on a leash when on marina property and not on HOMEOWNER'S space or in a BOAT SLIP TENANT's boat or boathouse.
- 6.3 Pet owners are responsible for the behavior of their pets and any damage caused by their pets.
- 6.4 Pet owners shall not allow their pets to become a nuisance to others.
- 6.5 All pets in the COMMUNITY shall have a tag or other form of identity on its collar, showing the name and the telephone number of the –person responsible for the pet. All pets must have valid licenses and proof of current rabies vaccinations.
- 6.6 COMMUNITY may charge pet owner an amount not to exceed \$50.00 for each violation of the COMMUNITY rules and regulations relating to pets.
- 6.7 Excreta (pet droppings) must be cleaned up promptly.
- 6.8 No pet food or dishes may be kept outside.
- 6.9 No outside dog runs, dog houses, or pets living outside of a HOME are permitted. Pets shall not be tied up or left outside of any HOME or BOAT SLIP TENANT's slip.
- 6.10 Noisy, unmanageable or unruly pets that cause complaints from other HOMEOWNERS will not be allowed to remain in the COMMUNITY. HOMEOWNER or BOAT SLIP TENANT shall receive one written

notice regarding the pet complaint. If a second notice is required, the pet must be removed from the COMMUNITY permanently within ten (10) days of second such written notice

- 6.11 No exotic animals or wildlife are permitted.
- 6.12 In order to have an authorized pet reside in the COMMUNITY, HOMEOWNER shall enter into a separate pet agreement.
- 6.13 For all tenancies after March 1, 2024, the maximum number of dogs at any space or slip is 2 and they cannot exceed 60 pounds.

Section 7

GUESTS

- 7.1 Only the persons identified in the RENTAL AGREEMENT are authorized to occupy a space. Any additional occupants must be approved by LANDLORD prior to move-in.
- 7.2 In accordance with Oregon law, the total number of permanent residents in any HOME shall not be greater than two per bedroom.
- 7.3 HOMEOWNER/BOAT SLIP TENANT is responsible for the actions of other occupants, guests, licensees and invitees. Access to other spaces or slips that are not occupied by HOMEOWNER or BOAT SLIP TENANT is expressly prohibited.
- 7.4 Disruptive behavior on the walkways or boats will not be tolerated. Quiet hours must be observed from 10:00 PM to 9:00 AM.
- 7.4 Guests must be accompanied by HOMEOWNER or BOAT SLIP TENANT.
- 7.5 Guests of HOMEOWNER may not remain in COMMUNITY for more than fourteen (14) days in any year (whether consecutively or cumulatively) unless written authorization is received from LANDLORD. Guests desiring to become occupants of a HOME must apply for tenancy and shall be subject to LANDLORD'S approval. Such application shall be made during the fourteen (14) day period.

Section 8

BOAT SLIP RENTAL AGREEMENTS

- 8.0 BOAT SLIP TENANTS are commercial tenancies and governed by ORS chapter 91. BOAT SLIP TENANTS are required to provide 30 days advanced and written notice to LANDLORD prior to vacating a slip.
 - 8.1 BOAT SLIP TENANTS understanding that mooring vessel at Rocky Pointe Marina is at their own risk. Rocky Pointe Marina, Portland, LLC, is not responsible for theft, fire or weather-related damages.
 - 8.2 No charcoal grills or any open flame may be used anywhere in the marina. The use of propane stoves or grills is allowed.
 - 8.3 Automotive style battery chargers are not allowed.
 - 8.4 All vessels must be kept in running condition and currently registered with the Oregon State Marine Board. BOAT SLIP TENANTS must be the registered owner of any vessels at the marina.
 - 8.5 No vessel may have anything tied to it that extends beyond the slip as it is a navigation hazard.
 - 8.6 All vessels shall be made available for inspection upon 24-hour notice by LANDLORD to BOAT SLIP TENANT, as to confirm marina compliance requirements as set forth by these Rules and Regulations.
 - 8.7 Rocky Pointe Marina has a zero-discharge policy for all boats. A pump out station is located in the middle marina and is for marina tenants only. There is no cost for pump out use. "Y" valve must remain closed while in marina waters.

- 8.8 No water supply lines shall be connected directly to any boat.
- 8.9 Boats may keep a dock box and boarding steps on the dock. No other items may be stored on the dock. Exception-Patio Slips may have a table, chairs and umbrella.
- 8.10 Sanding, fiberglass work or painting of any kind are NOT permitted on boats at the marina. Before any engine work, bilge pumps must be turned off. Additionally, a sufficient number of absorbent pads must be placed under the space being worked upon. DEQ Best Practices, Clean Marina Guidelines and Title 28 must always be observed.
- 8.11 Work on gasolines engines is prohibited in covered moorage.
- 8.12 If contamination of the waterway is discovered to be originating from a vessel, immediate steps will be taken by marina staff to clean-up any contamination. BOAT SLIP TENANTS will be charged for all materials used together with a charge for staff time, at a publicized rate. DEQ, US Coast Guard and NRC Spill Response may be notified immediately if booms have been deployed.
- 8.13 No flowerpots or planters are allowed on marina docks.
- 8.14 Weeds and grass that are growing in or close to the water are permitted to be disposed of in water. Any other item (including but not limited to trash, food, plant debris, flowers, potting soil, Christmas trees) may not be disposed of in the water.
- 8.15 No external antennas or satellite dishes are to be mounted to any part of marina property, docks, structures or pilings.
- 8.16 LANDLORD must approve all outside contractors. Contractor must provide a copy of liability insurance of \$1,000,000, a copy of their CCB# and sign the "CONTRACTORS RULES" agreement.
- 8.17 No smoking on dock, walkway or access ramp.
- 8.18 No fishing from vessel, dock, walkway or access ramp. Fishing from a floating home is permitted.
- 8.19 BOAT SLIP TENANT must notify LANDLORD of transfer of ownership. Unless LANDLORD provides express written permission, any vessel must be removed from the marina immediately upon transfer of ownership.
- 8.20 All vessels shall have \$500,000 of Liability Insurance and provide evidence thereof. Rocky Pointe Marina shall be named on any insurance policy as Additional Interest.
- 8.21 Approved warming devices (heaters) must be secured in vessel and be in good working condition. Extension cords are not to be used for heaters.
- 8.22 BOAT SLIP TENANT shall provide LANDLORD with contact information where BOAT SLIP TENANT or designated representative may be reached in an emergency.
- 8.23 All vessels moored at marina shall be equipped with oil absorbent bilge sock or double absorbent pad to prevent accidental bilge pumping of oil and gas.
- 8.24 Walkways, docks and finger piers are to be kept clear as a fire corridor and for the personal safety of individuals using these as walkways.
- 8.24 a No Boat storage on the docks. This includes dinghies and kayaks.
- 8.25 BOAT SLIP TENANTS are strictly prohibited from living or residing on their boat at the slip. Tenants are allowed to spend up to 6 nights a month on their boat in the marina.
- 8.26 Vessel shore power cord and receptacle shall connect tightly, be free of chafing and cool to the touch. Cords in disrepair shall be disconnected without notice.
- 8.27 No extension cords may be used on marina docks without a 30-amp adaptor, including a GFI for safety. No indoor extension cords are to be used.
- 8.28 BOAT SLIP RENTAL AGREEMENTS are month to month commercial tenancies. First months rent and a deposit equal to 1 months rent is required. Either party may terminate without cause with 30 days written notice.
- 8.29 Monthly moorage is payable by BOAT SLIP TENANT to LANDLORD in advance, on, or before the first day of each month. Rent will be deemed delinquent if not received by the close of the workday on the 8th of the month.

- 8.30 Running is not allowed on access ramp, docks or walkways. Skateboarding, scooter, skating, motorcycles and bicycles are not to be ridden on the docks, unless it is a device that falls under ADA guidelines.
- 8.31 Moving or shifting of vessels or boathouses within the marina is not allowed unless written approval of the LANDLORD is obtained.
- 8.32 Sub-leasing of slip is not allowed, no guest moorage is available.
- 8.33 No renting of boats.
- 8.34 No commercial use of boats, i.e. charters, fishing guides, clubs or tours.
- 8.35 Normal household garbage shall always be placed in the appropriate recycle containers. Containers are provided at the head of each access ramp. Arrangements for large debris removal must be made with LANDLORD in advance, or a dump fee of \$150.00 per item will be assessed.
- 8.36 No person shall swim, dive or water ski from access ramps, docks or walkways of the marina. No swimming in marina waters, except by diving contractors on file with the office.
- 8.37 Washing of boats with an environmentally safe soap is allowed. Use of dock water is allowed to wash your boat provided you make every effort to conserve water as RPM has its own limited water well.
- 8.38 All hoses must have shut off nozzle. Hoses are not to be left running to conserve water in our community well system.
- 8.39 Children 12 years and younger shall always wear a life jacket while on access ramps, docks and walkways.
- 8.40 Shirt and shoes must always be worn on docks
- 8.41 No drinking of alcoholic beverages on the docks, walkways, parking lot or access ramps.
- 8.42 There will be a charge to your account, at prevailing boatyard rates, if we must bail your dinghy, take measures to prevent or contain oil discharge or any other service we must perform on your vessel in an emergency.
- 8.43 No drone operation in marina airspace.
- 8.44 All boat exteriors must be washed clean by June 1st of each year. Failure to comply will result in having the marina do a rough wash to clean off the slim, growth and dirt from your boat at a cost of \$100 which will be put on your monthly bill. The marina does not offer a boat cleaning or detail service, only this rough clean in June to provide a clean marina during the summer.
- 8.45 All plastic tarps covering boats must be removed from boat by May 1st of each year.
- 8.46 Fuel storage containers stored on outside of boat must be securely fastened to avoid possibility of spilling.
- 8.47 No hazardous material disposal is available. This includes, but is not limited to disposal of paint cans, used oil, propane cans, gas or diesel cans. HOMEOWNERS and Boat Slip Tenants must dispose of such material offsite.
- 8.48 Use of the boat ramp is for HOMEOWNER and Boat Slip Tenants use only. No guest boats. The maximum launch size for the boat ramp is 20'. Powering on or off is prohibited. The use of the boat ramp should be avoided during low tides during the summer.
- 8.49 HOMEOWNER and Boat Slip Tenants will respect the peace of the COMMUNITY and see to it that guests do the same. Neither HOMEOWNER nor guests shall cause unreasonably loud or disturbing noise through parties, radios, televisions, stereo equipment, musical instruments, chain saws, motorcycles, automobiles, pets, etc. There is a noise abatement curfew from 10:00 p.m. until 9:00 a.m. No power tools, pressure washer or the like are to be used past 6 PM.
- 8.50 Walkways, docks, access ramps will be salted during normal business hours, when marina staff is available, during icy conditions. Salt will be provided in buckets at the top of each ramp for HOMEOWNER'S and Boat Slip Tenant's personal use at the marina.
- 8.51 Docks are inherently dangerous places. LANDLORD assumes no liability for any injury or damage that occur on the docks. There is an inherent risk on all floating facilities and all Boat Slip Tenants and their guests expressly assume such risk.

- 8.52 The use of firearms or any weapons (including but not limited to bows or spud guns) are strictly prohibited.
- 8.53 Hunting in the COMMUNITY is prohibited.
- 8.54 Paper towels, sanitary napkins, tampons, diapers, personal wipes, tips and other cleaning wipes should not be flushed down marina toilet. Grease should not be poured down sinks.
- 8.55 Only 1 boat per slip.

Section 9

COMMON AREAS

- 9.1 LANDLORD will maintain those areas of COMMUNITY which HOMEOWNER and BOAT SLIP TENANT is not responsible for maintaining (referred to herein as "common areas"). HOMEOWNER'S and BOAT SLIP TENANT'S use of the common areas and their use by other occupants of HOMEOWNER'S floating home and HOMEOWNER'S or BOAT SLIP TENANT'S guests, licensees and invitees, is, however, at the risk of the user, and the LANDLORD is not responsible for injuries or damages associated with the use of the common areas or the personal property connected with them..
- 9.2 HOMEOWNER, occupants of the floating home, BOAT SLIP TENANTS, guests, licensees and invitees may use COMMUNITY common areas only for the purposes for which they were intended and may not do in common areas activities which would not be permitted in the leased or rented space. Common areas may not be used for parking or storage.
- 9.3 HOMEOWNER acknowledges that there are dimly lighted and/or dark areas within the COMMUNITY and agrees to carry a portable light source when walking at night as needed. HOMEOWNER or BOAT SLIP TENANT shall provide a portable light source for any invitee or guest to or from the HOMEOWNER'S home or BOAT SLIP TENANT'S slip if needed
- 9.4 Except where otherwise posted, the curfew for all common areas within the COMMUNITY is enforced in accordance with any/all applicable governmental ordinances. Quiet Hours are 10pm to 9am with no use of power tools or equipment after 6pm.
- 9.5 Common areas include parking lot, berm and park.

Section 10

SALE OF HOME

- 10.1 Prospective purchasers of a HOME must apply for residency and be approved by LANDLORD prior to occupying any HOME in COMMUNITY.
- 10.2 HOMEOWNERS shall be allowed to leave their HOME in its present space and sell the HOME to a new HOMEOWNER, subject to the following conditions:

The HOME shall be brought up to all current COMMUNITY standards for new homes moving into the COMMUNITY. The LANDLORD may, at his/her sole discretion and in cases selected by him/her, grant special exceptions to this rule. Any special exceptions shall be in writing, signed by the LANDLORD and HOMEOWNER, and shall specify the length of time for which the exception is granted. Failure to immediately enforce this rule shall not be construed to constitute an exception and shall not prevent later enforcement of this rule.

- 10.3 Prior to listing home with a realtor, homeowner is requested to obtain current marina rules, statement of policy and a list of charges or fees, including current rent and rent increase information a buyer may be required to receive from LANDLORD. This helps in an easier transition for both seller and buyer.

Section 11

UTILITES

- 11.1 Electrical, internet and phone service are the responsibility of the HOMEOWNER and are payable by each HOMEOWNER directly to the utility. In the event a private service prepares bills for any of the above services, any amount payable for said service shall be made payable as instructed by the private service company and/or LANDLORD.
- 11.2 Water, sewer and normal household garbage service are included in monthly rental/lease payment.
- 11.3 Propane is provided at additional cost, market rates prevail. Propane meters and installation are available at additional cost.
- 11.4 HOMEOWNER is responsible for utility lines from the home to the hook-up at the dock.
- 11.5 No C.B./home radio or ham radio antennas are allowed.

Section 12

REMOVAL OF HOME FROM COMMUNITY

- 12.1 HOMEOWNER will give LANDLORD seventy-two (72) hour notice before removing HOME from the COMMUNITY. Prior to removal of the HOME from the COMMUNITY, all space rent, utilities and services must be paid in full unless waived in writing by the LANDLORD.
- 12.2 On termination of RENTAL AGREEMENT, HOMEOWNER will immediately remove the HOME and remove any improvements to the space which LANDLORD requests be removed.
- 12.3 HOMEOWNER is responsible for any damage caused to the space, other spaces, docks, walkways or any portion of the COMMUNITY during the removal of the HOME and shall reimburse LANDLORD or other HOMEOWNERS, as appropriate, for any loss suffered.

Section 13

PARTIAL INVALIDITY

- 13.1 If any term or provision of this Agreement or any document referred to in this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the other document or the other application of such time or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement or other document shall be valid and be enforced to the fullest extent permitted by law.

Section 14

AMENDMENT OF RULES

14.1 LANDLORD reserves the right to amend, revise, and/or add additional Rules and Regulations pursuant to Oregon Law.

PLEASE BE ADVISED THAT ANY AND ALL AGREEMENTS BETWEEN ANY HOMEOWNER, RESIDENT, BOAT SLIP RENTER WHICH MODIFY OR AMEND THE RULES, REGULATIONS OR POLICIES SET FORTH HEREIN MUST BE IN WRITING. VERBAL REPRESENTATIONS OR AGREEMENT ARE INVALID AND UNENFORCEABLE.

HOMEOWNER OR BOATSLIP RENTER ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE ABOVE RULES AND REGULATIONS, HAS READ THEM, AND AGREES TO ABIDE BY THEM.

SIGNED

DATE

SIGNED

DATE