

BOHEMIA BAY YACHT HARBOUR RULES AND REGULATIONS

All Unit Owners, their guests, lessee tenants or guests must abide by these rules and regulations as well as any rule or regulation adopted by the Board of Directors from time to time. Any unit owner may lease his unit provided that (1) any such lease shall be consistent with the provisions to the Declarations, the By-Laws and any Rules and Regulations; (2) any such lease shall include a signed receipt by lessee of a copy of the Rules & Regulations; and (3) the Board of Directors shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the lessor thereunder in the event of a failure by the tenant to adhere to the Declaration, By-Laws, or Rules and Regulations. All leases must utilize the Condominium Association's standard lease form and all unit owners must provide a copy of any current lease and the vessel certificate of marine insurance defined herein as well as any other information authorized by the Board of Directors to be on file in the management office.

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.

No advertisements or posters of any kind shall be posted in or on the property or boat slips except as authorized by the Board of Directors unless the advertisements or posters are specifically for advertising the unit for sale or rent. Additionally, no soliciting of any kind is permitted throughout marina property (including on any boat) without written permission of marina management.

All units shall be used only for recreational and marina related purposes permitted in the zoning regulations. No slip may be used for a commercial purpose other than wet boat storage.

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. Nothing shall be stored upon any portion of the common elements except with the consent of the Board of Directors. This prohibition shall specifically include storage of items on the docks and finger piers other than approved boarding steps.

A unit owner or tenant shall not place or cause to be placed in any public walkways, driveways, parking areas or other Common Elements any bicycles, furniture, packages or objects of any kind. The public walkways and driveways shall be used for no purpose other than for normal transit through them. Due to safety concerns slip owners, their lessees and all guests may not impede dock or finger pier passage such that 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 congress 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, other boats or the environment. No clothing, laundry, rugs, or wash shall be hung from or spread upon or from any boat or in or upon any common element, limited common element or boat slip.

No boat Slip Unit Owner, or lessee, shall install wiring for electrical or telephone installations, television antennas or other equipment, on any boat slip except as presently installed or approved by the Board of Directors. No activity shall be done or maintained in any boat slip unit or upon the Common Elements which will increase the rate of insurance on any such unit, or the Common Elements or result in the cancelation of insurance thereon, unless such activity is first approved in writing by the Board of Directors. No trash, waste (including pet waste) or debris may be left in the Common Elements. Marina trash receptacles are for the exclusive use of marina occupants for household and boat maintenance related trash only that is generated during marina use. Nothing shall be done in any unit or in, or to the Common Elements which violates any provision of the Declaration, the By-laws, or the Maryland Condominium Act or any other governing law or regulation. which would structurally change any Building or the improvements thereon, except as provided in the By-laws. Nothing shall be altered or constructed in or removed from Common Elements, except upon written consent of the Board of Directors.

The Board of Directors has authorized the regulation of broadband usage and reserves the right to restrict usage and/or charge users for such service as it deems appropriate.

The use of any form of hibachis, charcoal, wood, or gas-type portable cooking equipment shall be prohibited on boats in berthing areas or on docks unless approved by the Authority Having Jurisdiction (In MD- the State Fire Marshal) Accordingly, use of electric or gas-flame cooking equipment is only permitted within the designated Zone1 and 2 areas; and use of any other open flame cooking equipment (e.g. charcoal) is permitted in Zone area 2 only. All cooking equipment use must be constantly monitored and must not cause a disturbance to nearby slip unit owners,

guests and tenants. All grilling is encouraged to be conducted in the marina's designated Zone 2 recreational picnic areas.

Use of unattended space heaters is prohibited, including, but not limited to, those powered by electric, propane, kerosene, other fossil fuels, or any other open flamed heating appliances. Factory installed, built in, heating systems approved by CE, NMMA, ABYC, USCG and UL are permissible after having provided written proof of same to the marina. Aftermarket add on heating equipment is not permissible. Vessel owners may not utilize any heating system(s) in lieu of winterizing.

Unapproved commercial activities are prohibited on marina property. All charter activities, any boat rental, whether daily, weekly, monthly and like activities require prior written Board of Directors approval.

Management reserves the right to limit and govern parking spaces in the marina. Passenger automobiles shall be parked only in the parking areas designated therefor. The Board of Directors and marina management acknowledge that there is NO reserved parking anywhere throughout marina property excepting handicapped designated parking areas. Additionally, LONG-TERM parking (defined as occupying a parking space for longer than 10 calendar days) is prohibited with violating vehicles subject to towing and recovery at owner's expense. No trailer, truck, boat, camper, house trailer or similar types of vehicles shall be parked or stored on the property except those that are being serviced by the marina or otherwise stored in such areas, if any, as may be designated by the Board of Directors by resolution or in these Rules & Regulations. 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. No inoperable, unlicensed, or abandoned motor vehicle or trailer of any type shall be parked or stored upon the Property, and no portion of the property shall be used for the repair, overhaul, painting or work of a similar nature on any motor vehicle. Any such vehicle may be towed from the Property at the offender's risk & expense. Golf Carts or similar transportation equipment are prohibited from being parked or stored overnight on marina property.

Any and all Personal Mobility Vehicles or Devices (bicycles, scooters, skateboards, etc., powered or unpowered, must abide by traffic laws established under Maryland law and rules adopted by management. Such vehicle or device use is prohibited on piers, docks and walkways and operators must adhere to speed and parking restrictions and yield to pedestrians. When operating at night operators must use functioning lights and reflectors. A person shall not operate a personal Mobility Vehicle or Device to cause damage to property or another person or in any manner to endanger, disturb or annoy another person. Parents or legal guardians of minors are personally liable for damage caused by the minor in operation of the Personal Mobility Vehicle or Device. Management reserves the right to ban repeat offenders from using such vehicles or devices within 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 always kept to a minimum to avoid creating a nuisance or disturbance, and after 11:00 P.M. quiet time shall be enforced. No nuisances shall be allowed anywhere throughout the marina, nor shall any use be allowed on the Common Elements which interferes with the peaceful possession, quiet enjoyment, or proper use of the Condominium by its residents. Unit owners and lessees shall exercise extreme care to avoid unnecessary noise or the loud use of musical instruments, audio equipment and/or audio-visual devices, machinery or thru hull exhausts at any time. No unit or common element of the condominium or boat slip may be used for any unlawful, immoral, or improper purpose.

No unit owner or lessee shall direct or engage any employee of the condominium during working hours on any private business of such Unit Owner, resident or lessee nor shall he direct, supervise or in any manner attempt to assert control over any such employee during the employee's working hours.

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. All pets must be closely supervised and shall not be allowed to become a nuisance to others. Any Unit Owner who violates this provision or whose lessee or guests violates this provision shall be responsible and may be assessed by the Board of Directors for any costs incurred by the association in enforcing this restriction.

Swimming, diving, or fishing shall not be permitted from the docks or finger piers without written permission of marina management. 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 whatever immediate action it deems necessary to remedy the immediate risk. Failure to correct the condition(s) identified by management will be considered default in the terms of the tenant's current dockage license or the slip owner's deed covenant and therefore the vessel will be required to vacate or be removed from the premises at slip owner's expense 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 a minimum \$1,000,000.00 current liability insurance and worker's compensation of sufficient coverage to insure against any potential risk or damage to the marina facilities or other boats in the marina. All persons covered by this paragraph must sign in at the marina office prior to starting any work and abide by all marina rules and regulations. Mechanical vendors must show proof of pollution coverage at least equal to the current coverage owned by the Condominium Association. All vendors must abide by the regulations defined in the current Maryland General Discharge Permit.

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. Dinghies, paddle boats, kayaks, etc. to be stored on marina provided racks must be properly registered with the Condominium Association.

No encroachment shall be permitted across any Channel Demarcation Line and no channel or riparian area may be blocked by any Unit Owner, tenant or guest. Marina management reserves the right to physically relocate any boat or object encroaching or blocking passage. 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.

The Board of Directors may authorize the imposition of penalties and/or fines for repeat or egregious violators of these rules and regulations as permitted and/or sanctioned by the Bylaws of the Condominium Association.

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