

## **SECTION 4: MARINA**

(revised 06/24/13)

### **A. Description of the Marina Facilities**

1. **PHYSICAL DESCRIPTION** - The marina is defined as that area of Shearwater Condominiums that begins at the boardwalk bordering Spa Creek and extends outward into the creek to the city channel boundary and includes all boardwalks, bulkheads, piers, pilings, boat slips, ramps, dinghy racks, and equipment attached thereto, lighting, electrical and plumbing service conduits and the distribution panels providing those services.
2. **PURPOSE** - The marina is provided for the exclusive use and enjoyment of the condominium unit owners and registered tenants of the condominium units, if any. By extension, the family and invited guests of these Shearwater residents also enjoy the use of the marina when they accompany the unit owner, or lease holder, in the marina. No other individual may use the facilities of the marina.
3. **PRIVATE MARINA LIMITATIONS** - Because it is operated only for the personal use and benefit of Shearwater residents, the marina is not classified as a commercial concern and it is therefore exempt from the City of Annapolis commercial tax on marina income. Any violation of these usage restrictions could result in the loss of that tax exemption. Consequently, any violation of this restriction by any GCE slip user or LCE slip owner constitutes default on the respective slip usage agreements and will result in the removal of the offending boat from the marina and forfeiture of all prepaid fees.
4. **VESSEL OWNERSHIP REQUIREMENTS** - In determining if a boat meets requirements for berthing at the marina, the boat must be owned or leased by a current Shearwater owner or tenant, and the ownership or lease interest must be at least fifty (50) percent. In the case of leased or chartered boats, sufficient evidence must be provided that the lease/charter is valid and not a means of circumventing the residency requirement for use of the marina.
5. **FACILITIES** - The marina consists of both general common element (GCE) facilities and limited common element (LCE) facilities. The GCE facilities consist of boat slips, one guest space, one space for the pump-out, spaces on two floats to store dinghies, and spaces in a rack on land for kayaks and other similarly small vessels. The LCE facilities consist of boat slips only.
6. **FEES AND CHARGES** - The GCE slips and spaces are rented on an annual basis only. Slip rental fees are determined by the overall length of the boat. Kayak and dinghy spaces are rented for an annual flat fee. The LCE slips are owned by certain unit owners and are maintained by the Association for an annual fee. This LCE fee is based on the square footage of the specific LCE slip.

### **B. Marina Management Organization**

1. **DOCKMASTER RESPONSIBILITIES** - The marina shall be supervised by a volunteer unit owner (or owners) appointed by the Shearwater Condominium Association Board of Directors to serve an indefinite term at the pleasure of the Board. He (they) shall be designated the marina dockmaster(s) and will be the sole individual(s) acting for the Association, under the directions of the Board in all matters concerning the marina. These responsibilities shall include but not be limited to the following:

- a. Approving GCE slip and space rental agreements, and assigning all general common element boat slips and spaces.
  - b. Approving LCE boat registrations.
  - c. Establishing rental fees for all GCE slip/space users and maintenance fees for LCE owners, subject to the approval of the association board.
  - d. Establishing the annual budget for the marina.
  - e. Determining preventative and corrective maintenance to be done and, with the assistance of the property management company, contracting services to accomplish that maintenance.
  - f. Communicating with the property management company and the association board on all matters concerning the marina.
  - g. Directing the assignment of slips for guests.
  - h. Supervising the safety of the marina.
  - i. Coordinating with all other agencies on matters concerning the above responsibilities.
2. MARINA COMMITTEE - A marina committee, consisting of at least two Association members plus the dockmaster(s), will assist the dockmaster(s) as he/they may direct. They will provide advice and counsel to the dockmaster(s) on matters concerning the marina. They may also assist in the operation of the marina during the absence of the dockmaster(s) if requested to do so by the dockmaster(s).
  3. CONTACT INFORMATION - The names and contact information for the dockmaster(s) and marina committee members will be posted along with these rules and regulations on the Shearwater Condominium web site.
  4. PROPERTY MANAGEMENT COMPANY ROLE - The property management company serves as the billing, collecting and accounting agent for the marina, responding to the direction of the dockmaster(s). The company also provides maintenance and other services to the marina within the scope of the Association's management contract and at the direction of only the dockmaster(s).

### **C. Marina Operations and Policies**

1. LARGE VESSEL REGISTRATION - All boats, whether in GCE or LCE slips, will be required to register with the association. In doing so, they must provide proof of ownership by a Shearwater owner or registered tenant (See A.3 above). Additionally they must provide proof of liability insurance in the amount of at least \$300K. (These documents are not required for dinghies or kayaks.) After the initial registration, an annual registration renewal is required for all vessels, including dinghies and kayaks.
2. KAYAK AND DINGHY REGISTRATION - Kayaks and dinghies must also be registered with their ownership affirmed, but no documentation of ownership is required, nor is insurance documentation required. To qualify as a dinghy eligible to be stored on the dinghy float, the vessel must be no longer than 12 feet in length and any outboard motor stored with this dinghy cannot exceed 10 horsepower. Annual registration renewal is also required. After registration, all kayaks in the kayak rack and all dinghies on the marina dinghy floats will be issued a numbered sticker which must be affixed to the boat in a position where it can be readily seen when the boat is not in use.
3. STORAGE LIMITATIONS - Nothing else is to be stored in the kayak rack or float areas, such as outboard motors or tanks with gasoline (other than the tank or motor associated and

attached to a particular dinghy). No auxiliary rollers, guides, winches or other hardware of any type may be attached to the dinghy floats.

4. GCE SLIP AND SPACE ASSIGNMENTS - GCE boat slips and spaces will be assigned by the dockmaster(s) on a first come/first served basis, except that existing slip users will be given right of first refusal for annual renewal of their agreement. No slip or space user has the inherent right to any specific slip or space. The dockmaster(s) will make assignments on the basis of matching the boat characteristics and size to a given slip or space, to make available the maximum number of slips or spaces to residents, and to accommodate the preferences of the slip users to the maximum extent practicable.
5. RENTAL OF LCE SLIPS - An LCE owner who does not use his slip may rent his slip subject to the following conditions:
  - a. Renter must be a Shearwater resident or registered tenant
  - b. Renter's boat must conform to governing provisions of these regulations.
  - c. The LCE slip owner must register his tenant's boat
6. BOAT LIFTS/FLOATS – Boat lifts and floats may be purchased and installed in either LCE or GCE slips by the boat owner. The dockmaster(s) must approve the particular model and installation. The lift/float cannot be physically attached to the marina structure (pilings or walkways), but must be secured only with lines that are tied to the pilings, unless otherwise approved by the dockmaster(s). Other than the normal GCE boat rental charge (for the boat in the slip), or the LCE maintenance fee charge, there is no additional charge, but the lift/float must be removed by the owner whenever the owner moves away or cancels their boat registration.
7. WAIT LISTS - Wait lists will be maintained for requests for GCE slips or spaces that cannot be accommodated by the dockmaster(s) when requested. Wait lists include:
  - a. Kayak rack spaces
  - b. Dinghy float spaces
  - c. GCE slip requests
  - d. Requests for additional specific space/slip characteristics
8. BOAT SALES BETWEEN RESIDENTS - In the event of existing boats sold to another resident, the space assignment does not automatically transfer to the new owner along with the boat. The new boat owner must contact the dockmaster(s) for a space/slip assignment and may have to take their turn in the wait list if necessary.
9. GCE BILLINGS - GCE boat slip fees will be billed as of January 1 each year for the full year. Monthly rental agreements are not provided. Agreements must be executed and fees paid within thirty (30) days of the billing date or a user may lose his priority for a slip. Boat slip and dinghy rack rental fees will be set by the Association's Board during the annual budget proposal, and LCE maintenance fees will also be set at this same time. These fees to be posted on the Shearwater web site.
10. PARTIAL YEAR FEES - At the dockmaster(s) discretion, a prorated (less than 12 month fee) may be provided for in the case of new boat assignments to the marina. Additionally the dockmaster(s) may authorize a refund of unused prorated rent for a boat that is permanently leaving the marina. Proration will be done on a monthly basis only, with a portion of a month being counted as a full month. Also in the case of new boat purchases, vacant slips will not be held as vacant without an actual boat registration, except if the owner/resident agrees to pay the association a monthly fee of 1/12<sup>th</sup> of the annual GCE rent equivalent to 2/3<sup>s</sup> of the length of the slip in question.

11. GUEST SLIP SPACES - Guest spaces are assigned by the dockmaster(s) at the request of owners or tenants. The dockmaster(s) will assign boats either to the guest slip, or to any other vacant GCE slip. It is requested that GCE slip users notify the dockmaster(s) of planned absences from their slip so that the dockmaster(s) may use this space for guests, if needed. Guests are charged a daily rate that is intended to match the daily rate of the Annapolis City Moorings. Fees are billed to the Shearwater owner/resident who requested the guest slip availability. Each guest boat is eligible for two free days of guest dockage per month.
12. GUEST LIMITATIONS - No boats can be accepted into a guest slip if they are conducting business or showing the boat to prospective buyers. (This is a particularly important issue at boat show times each year.) Guests must adhere to all Shearwater Marina rules (Sections D and E below) and Shearwater parking rules, or they will be required to leave.
13. SERVICES - The marina provides no services other than berthing, power and water to the slips. Should the dockmaster(s) have to move a boat or render services to any boat in the interest of the Association, the slip user will pay the costs or charges for those services.
14. WINTERIZATION - The water supply system will normally be winterized on November 15 and turned on for the boating season on April 1. The dockmaster(s) may alter these dates from year to year depending on weather conditions and forecasts.

#### **D. Safety Regulations**

1. SAFE BOATING - The careless or reckless operation of a boat in the marina with disregard for the safety of others could result in permanent revocation of marina privileges. Upon warning by the dockmaster(s) that a person's actions are unsafe, that person will immediately comply with the direction of the dockmaster(s) to restore safety.
2. FUELING - Fueling of vessels is not permitted in the marina nor will fuel be stored anywhere within the marina except in fuel tanks aboard boats. We do not have adequate fire-fighting equipment or spill containment equipment to handle a potential accident.
3. FIRES AND BBQ'S - Open fires, such as barbecues, are not permitted outside of the cabins of boats in the marina.
4. SPRAY PAINTING - The application by spray of flammable solvents, paints, stains or coating is not permitted in the marina.
5. SAFETY EQUIPMENT - Nothing may foul access to the fire extinguishers, safety ladders or life rings installed at each pier. This safety equipment may not be used except for emergencies. Members are discouraged from swimming in Spa Creek and are specifically prohibited from swimming within the marina.
6. STORAGE - Nothing will be stored upon the walkways of the piers, except within approved dock boxes. Dock boxes must be cantilevered off the walking deck by extended deck boards, except where the dockmaster(s) has approved exception.
7. CHILDREN - Unsupervised children under 12 years of age are not allowed within the marina or aboard boats.

#### **E. Marina User Requirements**

1. ENVIRONMENTAL - No liquid, solid or waste material may be discharged from any boat, or pier that violates environmental regulations for Annapolis Harbor. These regulations provide that the cost for cleanup of any deliberate or negligent discharge of pollutants may be imposed on the individual causing that discharge. Specifically, marine head

discharges will be directed to holding tanks while within the marina. Boats without holding tanks shall not use their marine heads. Restroom facilities are available at the pool house between Memorial Day and Labor Day. In the event of inadvertent discharge, the boat operator will attempt to stop and contain the spread of pollutants and will immediately notify the dockmaster(s) or, in his (their) absence, the Annapolis Harbor Master.

2. PUMP-OUT – The required pump-out unit is stored and locked in place on the northern end of the “T” of dock “B”. To use this unit the boat owner must contact the dockmaster to make the appropriate arrangements and pay the required fee.
3. LIVE ABOARD RESTRICTIONS - No one may live aboard boats in the marina, except in the normal course of recreational activity.
4. GARBAGE AND TRASH - All trash and garbage must be disposed into the dumpsters located in the parking lots. No trash, however temporary, may be stored on the piers or within the marina.
5. MODIFICATIONS TO THE MARINA FACILITIES - No modifications may be made to any slip or pier without the approval of the dockmaster(s).
6. APPROPRIATE BEHAVIOR - Members, and their families or guests, shall not indulge in excessive profanity or intoxication, or commit any acts which hazard the safety, cause undue embarrassment or interfere with the rights of other Shearwater residents. Members shall maintain due regard for the peace and tranquility of Shearwater and shall not cause excessive noise, particularly before 8:00 a.m. and after sunset.
7. MAINTENANCE OF APPEARANCE - Boats in the marina are to be maintained in a seamanlike and seaworthy manner, presenting a clean, neat and properly preserved appearance. Laundry or other materials should not be hung on lifelines.
8. USE OF MARINA FACILITIES - Marina facilities may be used only by Shearwater owners, tenants, their families and invited guests.
9. COMMERCIAL ACTIVITIES - Boat operators may not engage in any commercial activity or solicitation in the marina without prior written consent of the Association. FOR SALE, FOR CHARTER and other commercial signs shall not be displayed on any boat.
10. MAINTENANCE OF VESSELS - Boat operators may perform routine maintenance work on boats provided that it does not constitute a nuisance, danger, or interfere with the rights of others. No work that results in damage or stains to the pier or other boats is permitted.