

BELT'S WHARF LANDING YACHT CLUB, INC.

MARINA RULES

INTRODUCTION

1. Belt's Wharf Landing Yacht Club, Inc. (the "Club"), acting through its Board of Directors, has adopted the following Marina Rules ("Marina Rules"). These Marina Rules may be amended from time to time as provided in the Bylaws of the Marina.
2. Wherever in these Marina Rules reference is made to a Member, such term shall mean the owner of the Certificate of Class A Membership pursuant to a fully executed Membership Agreement, and entitled to all Membership rights thereunder, and in the marina known as Belt's Wharf Landing Marina (the "Marina"), and to his or her family, and any person who is authorized to use any Slip assigned to a Member, which includes renters, whether or not in actual occupancy, servants, employees, agents, visitors and to any guest, assignee, invitees or licensees of such Member, his or her family or his authorized users. Wherever in these Marina Rules reference is made to the Club, such reference shall include the Club, the Board of Directors, and the Managing Agent when the Managing Agent is acting on behalf of the Club.
3. The Members shall comply with all the Marina Rules hereinafter set forth governing the common areas of the Marina including, if any, the office, buildings, drives, bathroom facilities, grounds and piers.
4. The Club reserves the right to alter, amend, modify, repeal or revoke these Marina Rules and any consent or approval given hereunder at any time by resolution of the Club or the Board of Directors.
5. These Marina Rules are supplementary to and not in lieu of provisions governing the Marina which are set forth in the Bylaws of the Marina. To the extent of any inconsistency between any of the foregoing, the Bylaws shall prevail.

ENFORCEMENT

6. In addition to exercising the rights and remedies set forth in the Bylaws and the Membership Agreements, the Board of Directors shall have the right to assess each Member, as a Special Charge, an amount up to \$50 for each violation of these Marina Rules committed by such Member. In the event of a violation that is in the nature of a continuing violation, the Board of Directors shall have the right to assess such Member up to \$50 per day, as a Special Charge, for each day the violation continues.

GENERAL CONDITIONS REGARDING USE

7. There shall be no obstruction of the common areas of the Marina; provided, however, that to the extent permitted by law, boats may be moored on a transient basis to the common area pier head/breakwater. Nothing shall be stored in the common areas without the prior consent of the Board of Directors except as herein or in the Bylaws expressly provided. No part of the common areas shall be decorated or furnished by any Member in any manner without the consent of the Board of Directors.

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8. No sign, notice, advertisement or other lettering shall be exhibited, inscribed, painted or fixed by any Member on any part of the common areas, without the prior written consent of the Board of Directors, except as may be otherwise permitted by these Rules or by the Bylaws.
9. All garbage and trash must be placed in appropriate trash bags and deposited in the containers provided in and around the Marina.
10. The toilets and other water and sewer apparatus shall be used only for the purposes for which they were designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the Member causing such damage. Restrooms and showers should be kept free of personal items and clutter.
11. A Member may authorize the use by others of the Slip on a periodic or transient basis, (only so long as such Member shall not be in default under his Membership Agreement).
12. Nothing shall be done in any Slip or in, on, or to the common areas which may structurally change any of the buildings or piers nor shall anything be altered or constructed in or removed from the common areas except upon the prior written consent of the Board of Directors.
13. Each Member shall keep their Slip and the surrounding portion of the Marina in good order, condition, and repair and in a clean and sanitary condition. In addition, each Member shall be responsible for all damage to the Marina resulting from their negligence or failure to act when required to do so. Each Member shall perform their responsibility in such manner as shall not unreasonably disturb or interfere with other Members and Occupants. Each Member shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Club is responsible.
14. No Slip shall be used for any unlawful purpose, and no Member shall do or permit any unlawful act in or upon his Slip.
15. All Members shall have the right to use any and all common areas for pedestrian ingress and egress.
16. No boat shall be moored in a Slip if the length or width of such boat is greater than that of the Slip.
17. Each Member shall be responsible for pumping his boat when necessary. Each Member shall promptly cure any unusual leakage. In the event any boat sinks in or about the Marina, the owner or Member shall cause it to be removed within 72 hours.
18. The Club House is for the use of Members and their guests. Members are responsible for maintaining the cleanliness and orderliness of the facility. Food, Beverages and trash must be removed prior to leaving the Club House. Leaving the Club House in an unclean or disorderly condition is a violation of the Marina Rules. The Club reserves the right to charge a clean up fee to Members using the facility.
19. Members are responsible for any damage to the Club House and its contents. The Club reserves the right to bill for repairs or replacements.

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20. Members, their guests and renters must comply with all valid laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction that relate to any portion of the Marina.

DOGS AND PETS

21. No pets shall be allowed in the Marina except that one dog shall be allowed on a boat, provided it is at all times accompanied by its owner and either be carried or be kept on a tight leash when on any portion of the common areas of the Marina.
22. The owner of each pet is responsible for cleaning any soilage occasioned by the pet on the common areas as well as for reimbursing the Marina for the cost of repairing any damage to the common areas caused by such pet.
23. The owner of each pet is responsible for making sure his pet does not interfere with the rights, comforts or convenience of other Members.

PARKING AND STORAGE

24. All personal property placed in any portion of the common areas, including, without limitation, any storage areas, shall be at the sole risk of the Member, and the Marina shall in no event be liable for the loss, destruction, theft or damage to such property.
25. Should an employee of the Marina at the request of a Member move, handle or store any articles in storage rooms or remove any articles therefrom or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the Member. The Marina shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.
26. If any vehicle owned or operated by a Member, any member of his family, tenants, guests, invitees, licensees, or authorized users of Members Slip shall be illegally or improperly parked or abandoned in the Marina, the Marina shall be held harmless by such Member for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances hereby are expressly waived. The Member shall indemnify the Marina as a result of such illegal or improper parking or abandonment and any consequences thereof.

ENTRY INTO SLIPS AND DOCKS

27. The Board of Directors or the Managing Agent or any other persons authorized by the Board of Directors or Managing Agent shall have access to any Slip, pier, or dock for the purpose of correcting any conditions originating in his Slip, and threatening another Slip or the common areas, or for the purpose of performing installations, alterations or repairs to the common areas adjacent to a Slip. In case of an emergency, such right of entry shall be immediate without requirement for any notice.

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28. Employees and agents of the Marina are not authorized to accept packages, keys, money (except for charges due the Marina) or articles of any description from or for the benefit of a Member. If packages keys, money or articles of any description are left with the employees or agents of the Marina, the Member assumes the sole risk therefor, and the Member, not the Club, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Club does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Member's Slip will not be accepted without the prior written permission of the Member accompanied by a written waiver of all liability in connection with such deliveries.
29. No Member shall make any claim against the Club, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational or service facilities. Each Member shall hold the Club harmless from any and all liabilities and any action of whatsoever nature by any tenants, quests, invitees, licensees or sublicenses of such Member growing out of the use of the recreational or service facilities except where such loss, injury or damage clearly can be proved to have resulted from and been proximately caused by the direct negligence of the Club or its agents, servants or employees in the operation, care or maintenance of such facilities.

SUSPENSION OF RIGHT TO USE RECREATIONAL OR SERVICE FACILITIES

30. In addition to all other rights which the Board of Directors has for non—payment of fees or charges due the Club, the Board of Directors of the Marina shall have the right to bar the use by a Member of any of the recreational or service facilities for failure to make payment of any fee or charge due as provided for in the Bylaws of the Club or in the Membership Agreements.

MISCELLANEOUS

31. Complaints regarding the management of the Club or regarding actions of other Members shall be made in writing to the Board of Directors. No Member shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Club.
32. The use of charcoal burners is not permitted on boats moored in Slips due to danger of fire and smoke disturbance to neighbors, and such burners may not be used on the common areas of the grounds.
33. Solicitation is not permitted in the Marina. If any Member is solicited by any person in the Marina, notify any member of the Board of Directors immediately.