



HARBOUR TOWNE MARINA

RECEIPT OF CONDOMINIUM DOCUMENTS

Dear New Slip Owner:

On behalf of the Harbour Towne Marina, welcome to the Harbormaster Management and Consulting, LLC. **Please contact us for current information regarding Association dues and to request a copy of the current year budget, if needed.**

The following information will assist us in serving you as a resident/owner at the Harbour Towne Marina.

SLIP #(S): _____

NAMES OF NEW SLIP OWNER(S):

Printed Name

Printed Name

NOTE: IF SLIP OWNER PLANS TO LEASE THE SLIP ADDITIONAL RENTER PAPERWORK IS REQUIRED

TENANTS(S) (if any): _____

SLIP OWNER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING DOCUMENTS:

- 1) Master Deed & Amendments
- 2) Condominium By-Laws including Use & Occupancy
- 3) Rules & Regulations (see below)
- 4) "ACH" Form (for electronic transfer of the Association fee)

Note – Copies of all Condominium Documents should have been given to any tenant(s).

I understand that by signing below there are no verbal agreements contrary to the Use and Occupancy Restrictions or any other aspect of the Condominium By-laws. In particular I agree to and understand the following highlighted restrictions and Standards of Conduct & Safety:

New Co-owner or Purchaser hereby acknowledges receipt of the following documents:

- Master Deed
- Condominium By-Laws
- Condominium Rules and Regulations
- Association By-Laws
- Completed "ACH" Form (for electronic transfer of the association fee)

The full content of other regulations are contained within the documents provided. New Co-owner/Purchaser hereby certifies that the above information provided by him/her is true and accurate.

I understand by signing below that there are no verbal agreements contrary to the Use and Occupancy Restrictions or any other aspect of the Condominium By-laws. In particular I agree to and understand the following highlighted restrictions:

- Article 7(lg) - No animal shall be kept except common indoor house pets. No more than 1 household pet may be kept in any unit without written permission from the board of directors.
- Slips shall not be occupied by more than one boat, unless the second boat including dinghies, prams or jet skis belong to the slip owner/ slip lessee and does not exceed the 10% rule.
- **No boat or boats occupying a slip shall overlap slips in excess of 10% of the slip's length: i.e. 30 ft slip - 3 feet, 40 ft slip - 4 feet etc .**

Association Initial Fee (AIF) Rule No. 14060701:

At its Saturday, June 7, 2014 meeting, the Board approved an Association Initiation Fee (AIF) in the amount of one hundred (\$100.00) dollars for new co-owners. This fee will cover the cost to the Association of providing new co-owners with copies of the condominium documents, indoctrination material and new file set up. This is a one-time fee which the selling co-owner shall be responsible for informing the new co-owner of prior to closing.

Winter Storage Rule No. 11040901:

Consistent with and pursuant to the Condominium By-laws, specifically Article IV, Section 2, the Board of Directors hereby declare and adopt that there shall be no winter storage of boats by any person or entity within any slip or upon any of the limited or general common elements at Harbour Towne Marina.

The Board of Directors re-declare that the official closing date of the marina is October 15th, and any and all boats must be removed from the marina and the property on or before the marina closing date. However, there shall be a 30 day grace period allowed, until November 15th, for a co-owner or renter's boat to be removed, noting that any boat not removed from the marina on or before October 15th shall be at the risk and liability of the boat owner. The Association shall have no responsibility to care for or protect any boat in the marina beyond the marina closing date.

FURTHER, in accordance with the condominium By-laws, specifically Article VII, Section 2, any co-owner that fails to remove their boat from their slip, or any other slip, shall be responsible and liable for any and all actual costs, including, but not limited to, attorney fees, additional management fees and costs and all towing or boat removal costs.

FURTHER, a co-owner that fails to remove their boat, or renter's boat, from their slip or any other slip on or before November 15th of the current year, shall be subject to the following fine(s): One thousand dollars (\$1,000.00) initial fine and per day fee of Fifty dollars (\$50.00) until the boat(s) is removed. In addition, the fines shall be considered as additional assessments and collectible in accordance with Article V, Section 6, of the Condominium By-laws, with interest and collection costs chargeable in accordance with the said provision.

The Board of Directors of Harbour Towne Marina reserves the right to revise and amend these rules and regulations and to implement and/or clarify them as necessary.

NEW SLIP OWNER(S):

_____ Date: _____
Signature

_____ Date: _____
Signature

Again, welcome Harbour Towne Marina! If we can be of assistance to you, please feel free to give us a call.

Harbormaster Management and Consulting, LLC
3429 Fulton Ave. Muskegon, MI 49441
(231) 755-2218

HARBOUR TOWNE MARINA ASSOCIATION

STANDARDS OF CONDUCT AND SAFETY

The following are standards of conduct and safety for Harbour Towne Marina and apply to all co-owners, guests, seasonal lessees and transient boaters.

Standards of Conduct: In addition to the following, parties must comply with all posted signs and instructions.

1. Guests are required to abide by all Marina rules and condominium documents.
2. Slip owner/slip lessees, guests and pets shall not make nor permit any disturbing noises within the Marina that will interfere with the rights or comfort of other boaters. **Quiet hours are to be observed daily from 11:00 PM to 8:00 AM the following day.**
3. Personal items may not be left unattended in the picnic areas and if so, may be confiscated by the Harbourmaster.
4. Slip owner/slip lessees and guests are not to feed sea gulls or other birds within the Marina.
5. Indoor household pets are permitted in the general and unit common elements under the following conditions:
 - A. Pets shall be under full control at all times and may not be left unattended on any vessel or in the marina.
 - B. Pets are not permitted to run loose.
 - C. Pets will be kept on a leash at all times. Leash not to exceed six feet.
 - D. Pets are not permitted in bathrooms/bathhouses.
 - E. Pet owners must clean up their pet's waste and dispose of it in a sanitary manner.
 - F. Pets are to be curbed in designated pet walk areas located at the extreme west end and east ends of the Marina.
 - G. Pets are not permitted to make excessive noise.
 - H. Pet owners are subject to city/state animal control laws.
6. Parking:
 - A. Parking is limited to two cars per slip. Guests of slip owners/lessees are asked to park in the designated area.
 - B. No vehicle may occupy more than one parking slot.
 - C. Slip owner/slip lessees wishing to park trailers seasonally must obtain a permit from the Harbourmaster and park in the designated areas. Permission for short term parking of trailers must be obtained from the Harbourmaster.
7. Engines are not to be idled for excessive periods of time within the Marina.
8. Sailors are expected to tie off all halyards in such fashion so as to eliminate slapping and clanging.
9. Dock areas are to be kept neat in appearance and no alterations to the docks may be made without board approval.
10. All boats are to be kept neat in appearance and no major reconstruction shall be permitted.

11. "For Sale" signs, names or other graphics are not permitted in the Marina common elements, pilings, dock boxes, etc. Small signs are permitted on boats with the Harbourmaster's approval.

12. Cleaning fish is permitted only at the fish cleaning station. Only co-owners and slip lessees are permitted to use the fish cleaning station and must clean up the area when finished. Fish remains may not be placed in the dumpster.

13. All refuse, trash and garbage, except oil, fuel and fish remains, must be disposed of in the dumpster located in the co-owner/lessee vicinity.

14. All liquids, including oil, fuel etc. must be disposed of in a proper manner and not placed in the dumpster.

Safety: In addition to the following rules, all posted instructions/signs must be complied with.

1. Slips shall not be occupied by more than one boat, unless the second boat, including dinghies, prams or jet skis, belongs to the slip owner/slip lessee and does not exceed the 10% rule.

2. No boat or boats occupying a slip shall overlap the slip in excess of 10% of the slip's length. For example: 30 ft. slip - 3 feet, 40 ft. slip - 4 feet.

3. All boats shall be moored in the slips in a safe manner.

4. No boat shall be operated so as to cause a wake at Harbour Towne Marina.

5. Sidewalks, docks or other walkways shall not be obstructed in any manner, including overhangs from bow pulpits, anchors, etc. Free access to and from the boats must be maintained at all times. All lines will be placed so they do not present a trip hazard or obstruction.

6. Roller skating/blading, skateboarding, cycling (except Marina staff) is not permitted on sidewalks, docks or other walkways.

7. There will be no swimming, fishing or diving within the Marina except from the slip owner/slip lessee's boat while in its slip.

8. Fireworks are not permitted within the Marina.

9. Grilling must be done in the designated areas and not on the docks or boats.

10. There will be no storage of any materials on the dock or common areas except within the standard dock boxes.

11. No camping or overnight stays in vehicles or recreational vehicles is permitted within the Marina Property.

12. Except for dinghies, all fueling in the Marina must take place at the fuel dock. Holding tanks and porta potties may be emptied only at the fuel dock.

13. All boats must display the Marina's registration decal and in such a fashion as to be visible from the finger docks.

14. All transient boats must display a temporary registration certificate which is visible from the dock.