

# NEWPORT YACHT BASIN ASSOCIATION

## RULES AND REGULATIONS (R&Rs)

Effective October 6, 2017

As part of our effort to provide a safe and inviting atmosphere and facility for Unit Owners, tenants, occupants and guests at the Marina, the following rules and regulations are provided for your safety and protection of the Marina.

Per the Association's Declarations Recorded April 2, 2014, Section 7.4 Powers, directs the Board of Directors to "adopt and amend rules and regulations" and to "levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board of Directors and furnished to the Unit Owners, tenants, occupants and guests for violations of the Declaration, Bylaws, and the Rules and Regulations of the Association."

All provisions of these Rules and Regulations are subject to local, State and Federal laws. All ambiguities herein or matters not explicitly stated shall be governed by the terms of the Declaration and Bylaws for the Newport Yacht Basin Association. If any of these Rules and Regulations conflict with the provisions in the local, State or Federal laws or the Declaration and Bylaws of the Newport Yacht Basin Association, the laws and the Declaration and Bylaws will apply.

Each Unit Owner, tenant, occupant and guest understands and agrees to abide by these rules and regulations and acknowledges that failure to comply with them and in accordance with the governing documents may result in fines as in the attached Appendix A. It is a requirement of the Unit Owners who are responsible for their guests to also inform their tenants, occupants and their guests of the obligation of all parties to comply with the provisions in these Rules and Regulations. Unit Owners are responsible and accountable for the violations/fines of their guests, tenants, occupants and their guests of any violations of these R&Rs.

Due to their relative importance the following rules have been designated in two categories.

### Category A.

1. Other than fueling at the fueling facility at the west end of B dock no fueling of watercraft(s) is permitted within the Marina.
2. Prior to any Unit Owner's watercraft occupying any Unit, the Unit Owner shall provide the Marina Manager with a completed NYBA Docking Permit. (Appendix B)
3. Prior to any Unit Owner's tenant's watercraft occupying any Unit the tenant shall provide the Marina Manager with a completed NYBA Docking Permit. (Appendix B)
4. Any tenant subletting a unit, for any duration of time, shall provide the Marina Manager with a completed NYBA Docking permit (Appendix B) before the watercraft occupies any unit.
5. Any damage to Newport Yacht Basin property, damage to watercrafts or to any personal property at the Marina must be reported to the Marina Manager and the owner of the property

involved within 24 hours of the occurrence. Collisions that involve a watercraft and any part of the Marina or a collision involving one watercraft with another, regardless of the extent of damage (or the lack of damage) must be immediately reported to the Marina Manager. Accidents or collisions where there are injuries, or damage in excess of \$500, by law, must also be immediately reported to the Bellevue Police Department.

Category B.

1. No watercraft shall be moored in the Marina that cannot demonstrate its ability to move under its own power on an annual basis. Exception: A 90 day grace period shall be allowed for engine repairs.
2. Charcoal or propane burners are not permitted on the docks, walkways or finger piers. Exception: At the discretion of the Board of Director's propane burners will be permitted for social functions at the covered area on B dock. (Social dock)
3. Usage of the social/dinghy dock will be coordinated with the Marina Manager on a first come first served basis. Watercraft/dinghies may use the area up to a maximum of 72 continuous hours per week and no items are to be privately chained to any areas of the social/dinghy dock without coordination with the Marina Manager.
4. Each Unit shall be limited to one watercraft, unless the Unit Owner receives written permission from the Board of Directors to moor an additional watercraft within the boundaries of their Unit.
5. To protect the Marina infrastructure, watercraft and owner's/tenant's boat cleats from boat wakes from the lake waves, all watercraft in the uncovered sections of docks A, B and C are required to have "snubbers" in-line to all lines attaching any watercraft to any walkway or finger pier.
6. Watercraft owners are responsible for the safe and secure mooring of their watercrafts and are liable for any damage to their watercraft, to other watercrafts and Marina property.
7. No watercraft shall be moored in a Unit by a Unit Owner/tenant or permitted to be moored in any Unit if such watercraft, including the bow pulpit, swim step and dinghy extends more than two (2) feet beyond the end of the finger pier of an uncovered Unit or in the case of a covered Unit, three (3) feet beyond the end of the finger pier. No part of any watercraft shall overhang any Common or Limited Common Areas. In addition, no watercraft may encroach on the adjacent unit without expressed written permission of the adjacent unit owner.
8. Only approved marine fenders, pads and dock boxes may be placed onto pilings, finger piers, walkways or any Marina property.
9. Due to the risk for developing water leaks, water lifts shall not be connected to the marina water supply. Unit Owners and tenants shall not use marina water to operate water lifts.
10. No gas containers, propane bottles, flammable liquids, dinghies or kayaks of any type shall be stored above or on Common or Limited Common finger piers, walkways or any Marina property.

11. Bicycles, water toys, furniture, packages or any other objects shall not be stored above or on Common or Limited Common finger piers, walkways or any Marina property.
12. Vehicle parking is by permit only and restricted to marked Marina parking spaces. Initial and replacement parking permits cost \$25 each and are non refundable. Parking permits will be issued to Unit Owners in good standing and upon verification of current and valid watercraft liability insurance. Renewal of annual parking permits is available after January 1<sup>st</sup>. Those issued after May 1<sup>st</sup> of the applicable year will be subject to a \$25 fee per parking permit. Expired parking permits are to be surrendered prior to receipt of renewed permits. Vehicles not displaying a current valid parking permit or parked in non Marina marked spaces are subject to immediate towing with all costs and liabilities being the responsibility of the vehicle owner. No substitution of any kind, (i.e. note, etc) in lieu of a current and valid parking permit is allowed.
13. In order to provide for the administration of the insurance requirements of Declaration Section 11.8, Owners shall ensure that the Newport Yacht Basin Association is named as a party who shall receive notice of cancellation of those policies from the insurance carrier (for example, naming the Association as a certificate holder under the policy or similar process).
14. Each Unit Owner in good standing is entitled to two parking permits. The parking permit must be displayed from the rear view mirror or on the front dash board/windshield of the vehicle and in all cases to be readily visible from outside the vehicle.
15. Each Unit Owner in good standing is entitled to two gate keys. Initial and replacement keys cost \$25 each and are not refundable.
16. Parking spaces are restricted to reasonable and limited use for parking a vehicle by a Unit Owner/tenant/occupant/guest at times when the Unit Owner/tenant/occupant/guest is using their watercraft. Parking spaces are not for vehicle or trailer storage. Trailers shall not be parked on Marina property and are subject to immediate towing with all associated costs and liabilities being the responsibility of the trailer owner. No vehicle may be parked on Marina property for more than 30 days without written authorization of the Marina Manager.
17. Any watercraft not visibly exhibiting a current Washington State, US Coast Guard registration or exhibiting any registration must be removed from the Marina at the direction of the Board of Directors.
18. No modification or structural alteration to a Unit is allowed without advance written consent of the Board of Directors. This includes utilization of plastic rain covers and tarps.
19. No item(s) may be thrown or discarded in the Marina water basin boundary area.
20. National Electrical Code #555-3 applies to any watercraft utilizing Marina electricity over 20 feet length overall and it must have a 30 amp shore power cord with locking and grounding ability. Any watercraft utilizing Marina shore power less than 20 feet length overall must have a 30 amp power cord with locking and grounding ability with a 15 amp adapter. No power cords may hang in the water.
21. When entering and leaving the Marina watercraft owners will operate their watercrafts leaving no wake even if placing engine(s) in and out of gear is necessary. All watercraft operators are

fully responsible for any damage their boat wake causes to any person(s) or property. The no wake zone extends to the buoys west of the Marina.

22. As all the Units within the marina are privately owned, it is considered trespassing and a violation of these R&RS to tie up to a boat or finger pier within the marina without the permission of the Unit Owner.
23. To maintain a safe and secure Marina all gates are to be closed at all times.
24. Pets shall be on a leash at all times. Pet owners shall immediately remove all pet droppings.
25. The oil recycle center located outside the shop east of the Marina Office is to be utilized. The containers for motor oil, antifreeze, old batteries and oily rags shall be utilized for their disposal. No gasoline or water is to be mixed with the oil containers. Do not discard oil or other marine waste liquids in the dumpsters.
26. Unit Owners will advise the Marina Manager of the termination of their tenant's lease/rental agreement within 20 business days of such termination.
27. Unit Owners/tenants are not allowed to repair more than 25% of the surface (above the water line) of any watercraft moored in the Marina. Such repairs requires a Boat Yard Permit as the Department of Ecology has very strict rules and penalties for anything dropped in the water, (varnish, paint, dust, etc) with very high fines for the Unit Owner, watercraft owner and the Marina. In water repairs are to be kept to a minimum.
28. If a watercraft sinks, the following steps will be taken by the Marina Manager:
  - a. Take emergency measures to minimize damage/loss
  - b. Notification of appropriate authorities
  - c. Notification of the watercraft owner
  - d. Notification of the Unit Owner if other than the watercraft owner
  - e. Notification of the Board of Directors

The owner of a sunken or partially sunken watercraft has the first option to make appropriate arrangements concerning the watercraft. If action is not agreed to between the watercraft owner, Unit Owner and the Marina Manager within twenty four (24) hours the Marina Manager will then contact a professional salvage company to have the watercraft raised and removed. All related/incurred costs are the responsibility of the watercraft owner and or the Unit Owner.

29. All advertising signs displayed in the Marina or on any watercraft must be authorized in writing by the Board of Directors.
30. Contractors or persons other than those associated with the onsite commercial businesses working on watercraft must register with the Marina Manager prior to admittance to the Marina. Each Unit Owner shall notify the Marina Manager in advance that these person(s) will be arriving at the Marina. All such parties must produce evidence of current liability insurance satisfactory to the Marina Manager.
31. When a watercraft owner is selling a watercraft other than through the onsite brokerage company the watercraft owner must make arrangements to meet prospective buyers and their

representatives with the Marina Manager. The Marina Manager will not admit buyers or their representatives to see any watercraft in the watercraft owner's absence unless the watercraft owner authorizes the Marina Manager, in writing to admit such buyers and representatives. These Rules and Regulations may be amended periodically by the Newport Yacht Basin Association Board of Directors upon written notice to Unit Owners. Additional copies of these Rules and Regulations are available in the Marina office.

Board of Directors

**NEWPORT YACHT BASIN ASSOCIATION**  
**RULES AND REGULATIONS (R&Rs)**  
**APPENDIX A: FINES SCHEDULE**

Due to the potential significant consequences of violations of specific R&Rs the Board of Directors has seen the necessity to categorize the R&Rs with those placed in Category A, having an immediate fine of \$250 for each violation.

Category A as listed in the R&Rs.

Category B as

1. Initial violation of category B, R&Rs or other governing documents will result in a written notification of the violation to the Unit Owner and tenant or occupant as applicable. If applicable, the Unit Owner will be required to immediately cure the violation or within a reasonable period of time, generally 5-30 business days depending on the nature of the violation and relation to Safety of Personnel, Preservation of the Marina infrastructure or general violation as determined by the Board of Directors.
2. Failure to cure the violation within the set forth time requirement will result in a second written notice to the Unit Owner and tenant or occupant as applicable with a \$75 fine and a repeated number of days to cure the violation.
3. Subsequent failure to cure the violation within the set forth time requirement will result in a third notice to the Unit Owner and tenant or occupant as applicable with a \$150 fine and a repeated number of days to cure the violation.
4. If the violation is not cured at the end of the third period of allowed days the Marina Manager may cause the violation to be cured with all costs the responsibility of the Unit Owner. This will then be followed with the collection of fines and costs.

All fines will be charged to the Unit Owners Assessment account and collected in accordance with the governing documents.

When repetitive violations occur involving the same Unit Owner, tenant or occupant as applicable the process will be initiated at the #3 step.

Dispute resolution would be in accordance with the Association's Declaration, PPs.27 - 29, Sections 13.1, 13.3 and 13.4.

Board of Directors

**NEWPORT YACHT BASIN ASSOCIATION  
RULES AND REGULATIONS (R&Rs)  
APPENDIX B: DOCKING REGISTRATION FORM**

OWNER \_\_\_\_\_ TENANT \_\_\_\_\_ UNIT# \_\_\_\_\_

**VESSEL OWNER'S INFORMATION:**

NAME (PRINT) \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE #'S HOME \_\_\_\_\_ CELL \_\_\_\_\_ WORK \_\_\_\_\_

ALT. CONTACT NAME \_\_\_\_\_ PHONE \_\_\_\_\_

VESSEL MAKE/MODEL \_\_\_\_\_ LOA \_\_\_\_\_ BEAM \_\_\_\_\_

VESSEL HULL NUMBER \_\_\_\_\_ REGISTRATION # \_\_\_\_\_

IF APPLICABLE COAST GUARD REG# \_\_\_\_\_

VESSEL'S NAME \_\_\_\_\_ HOME PORT \_\_\_\_\_

\_\_\_\_\_ SIGNED LEASE/RENTAL AGREEMENT

\_\_\_\_\_ PROOF OF INSURANCE AS REQUIRED BY WASHINGTON STATE LAW

\_\_\_\_\_ EMERGENCY CONTACT INFORMATION:

NAME \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_

\_\_\_\_\_ PROOF OF VESSEL REGISTRATION, WRITTEN STATEMENT OF INTENT TO REGISTER THE VESSEL OR AN AFFIDAVIT CERTIFYING THAT THE VESSEL IS EXEMPT FROM STATE REGISTRATION REQUIREMENTS.

I HAVE RECEIVED A COPY OF THE NYBA'S R&Rs AND UNDERSTAND THAT A VIOLATION OF THE R&RS MAY RESULT IN A FINE.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PERMISSION TO DOCK THE ABOVE LISTED VESSEL IN THE NYBA MARINA GRANTED DATE \_\_\_\_\_

MARINA MANAGER OR AGENT OF \_\_\_\_\_  
OR CURRENT NYBA BOARD OF DIRECTOR'S OFFICER

PARKING PERMIT #'S \_\_\_\_\_ INITIALS \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_