

## ARTICLE V

### RULES AND REGULATIONS

In the context of these policies, rules and regulations the word member refers to both owners and renters.

#### Section 1 General Rules

- a) All vessels must have a minimum of \$300,000 liability insurance coverage naming Queen's Landing Council of Unit Owners, Inc., and Queens Landing Community Marina, LLC to include spillage coverage, as an additional insured and must provide the Board of Directors with a copy of said insurance by April 1 of each year.
- b) All boats of the mailbox unit owners shall be used only for recreational, marina-related purposes. No slip accompanying a mailbox unit may be used for commercial purposes. Only a single recreational or pleasure boat (or two recreational pleasure boats at T-Head slips) and its tender may be kept or moored in any slip. A "pleasure boat" is defined as a registered pleasure boat under the laws of the State of Maryland, not licensed for carrying passengers or cargo for hire, and operated by its owners on a nonprofit, noncommercial basis.
- c) No clothing, laundry, rugs, campaign signs and flags or wash shall be hung from or spread upon or from anyboat or within the Property.
- d) An owner that leases their boat slip to another unit owner must furnish the name(s), Unit # and contact information of the Lessee to the Managing Agent (see Article VI)
- e) Advertising or soliciting shall not be permitted on any part of the Property, or boat or dock within the Property without the express written consent of Board of Directors.
- f) Queen's Landing Council of Unit Owners, Inc. Queens Landing Community Marina, LLC at no time accept any responsibility for the care or custody of any vessel.
- g) Children must be under the supervision of an adult at all times.
- h) Only foot traffic is allowed on piers.

- i) No food preparation or cooking is permitted on the Property except as permitted by the Board of Directors, except within cabin areas of boats. No cooking or barbecuing is permitted at any time on the deck of any boat within a slip.
  
- j) In no event shall a unit owner allow any vessel to extend beyond the end of the boundaries of the slip, including all bowsprits, boom, pulpits and other projections and overhangs so as to block or impede the ingress or egress of other vessels or ever extend beyond five (5) feet of the designated slip; provided, however, the keel or draft of a boat is not required to be within the boundary of a slip.
  
- k) All boats of the unit owners shall be
  - (i) fully equipped and operable for operation on the sea (except during and period temporary repairs not to exceed ten (10) consecutive days);
  - (ii) equipped with all safety of life at sea equipment required by Coast Guard regulations and federal, state and local laws; and
  - (iii) shall comply with all licensing and registration requirements.
  
- l) No boat may be used as a permanent, year-round residence, provided, however, occasional overnight stays by unit owners and their bona fide guests are permitted. Barges without means of self-propulsion are prohibited except with the express written permission of the Board of Directors. Boats equipped with sanitary holding tanks may not discharge household sewage, trash, petroleum products, or other waste overboard into the Property.
  
- m) All boats occupying a slip must be safe, seaworthy, and able to safely operate under their own power. The Board of Directors or its designated agent may periodically inspect boats for seaworthiness and order removal of any non-seaworthy boat. The slip owner will be charged for the removal and if not paid in a reasonable time period a lien will be entered on the slip.
  
- n) Any boat sunk in any part of the Property, including the slip, shall be removed by the owner of the boat within seventy-two (72) hours of sinking, or the Board of Directors may cause the removal of the sunken boat at the expense of the unit owner or the owner of the boat.

- o) The Board of Directors may prohibit certain contractors from providing services to boats in the slips or Property for cause relating to protecting the safety of the slips or the Property. Any owner or tenant hiring a contractor to perform any work to his slip must provide the Board of Directors with proof of adequate insurance coverage maintained by such contractor of a type and amount as determined by the Board of Directors from time to time prior to the commencement of any work by such contractor.
  
- p) From time to time, piers and boats may be required to be removed for maintenance, repairs and dredging, at which time the slip may be entered for such period as may be necessary by the Board of Directors, its agents, contractors, and/or employees. To the extent fill is removed from the Riparian Areas, subject to the rights of the federal, state or local government, it will be treated as the property of the Marina.
  
- q) Nothing shall be done in any slip or any portion of the Property which is a nuisance or disturbs or annoys the other mailbox owners, renters or unit owners within the Queen's Landing Condominium such as creating excessive noise, unpleasant odors or other activities which disrupt slip owners or unit owners within Queen's Landing Condominium's quiet enjoyment of his unit or slip.
  
- r) At all times, all mailbox owners, their guest, invitees, contractors shall adhere to all rules and regulations of Queen's Landing Council of Unit Owners, Inc., Queen's Landing Community Marina, LLC, and contained in this Declaration as well as all local, state and federal laws, codes ordinances and regulations.

## Section 2. Boat Repairs and Maintenance

Boat repairs and maintenance may be done within a slip upon adhering to the following conditions:

- a) Fellow slip owners and community residents are not disturbed by the work.
  
- b) The work does not endanger, damage, obstruct or deface the slip, other boats and surrounding areas.
  
- c) Outside contractors must have proof of liability insurance in an amount that equals or exceeds \$1,000,000.

- d) The Board of Directors has the right to refuse access to the Property by any contractor or subcontractor who fails to adhere to the rules and regulations established by the Board of Directors the governing documents of the Queen's Landing Council of Unit Owners, Inc. and all federal, state, and local laws, ordinances, codes, statutes, etc.

### Section 3. Piers

- a) The piers are to be used for ingress and egress only for those owners and their guests who own a slip unit within the Property. Piers are not to be used for boat repair projects, storage, playing, sunbathing, and cooking and nothing shall be done which may block access for boat slip owners and their guests, or the Board of Directors.
- b) Any portion of the Property that are found to be defaced or damaged in any way other than normal wear and tear by a slip unit owner, their guest, invitee, employee, contractor or servant will be replaced at the slip unit owner's expense.
- c) Open fires, charcoal or gas grills are not allowed on docks or on boats while docked in the Property.
- d) Swimming and diving is not permitted from the docks or piers or in the Property.
- e) Bike riding, skate boarding, rollerblading and transportation of people in carts is prohibited on all piers.
- f) Crab pots are not permitted in slips. Crab pots are prohibited on pylons, bulkhead, along the channel, or any dock areas.
- g) Hoses must be clean and serviceable at all times.
- h) Hose coils/reels are recommended and should be mounted on the main or finger pier.
- i) Line caddies may be installed on pilings or piers and must be within the slip.

- j) All electrical power cables used to provide shore power to vessels in the marina must be marine rated and compatible with the Marina's power outlets without adapters.
- k) Electrical power cables may be wrapped around pilings.
- l) Hoses and power cables are not allowed to be placed on top of piers, docks and finger piers.

Section 4. Slip Modifications

a.) No slip modifications may be made unless allowed by any federal, state or local law, rule or regulation which may apply and approved in writing by the Board of Directors. A Marina Architectural Change Request (MACR) must be submitted to the Board of Directors or the Managing Agent for approval. Any such modification and any and all expenses which may be associated in any way with such work shall be the sole responsibility of the mailbox unit owner. The MACR shall provide a description of such work to the Board of Directors detailing the nature and scope prior to the commencement of the proposed work. Prior to beginning any such modification, the mailbox unit owner shall provide the Board of Directors with documentation as may be reasonably required to demonstrate compliance with all licensing requirements and any federal, state or local law, rule or regulation which may apply. All work shall be performed by a qualified and licensed/qualified Contractor. The Board of Directors shall require proof of liability insurance prior to commencement of the work.

b.) All necessary permits and expenses for modifications within a slip (pilings, dredging, replacements, etc.) are the sole responsibility of the mailbox unit owner and subject to the submittal requirements as set forth herein. Forms are available in the Clubhouse and shall be submitted to the Board of Directors before any work begins. All work shall be performed by an approved Marine Contractor.

c.) Dock Boxes, Safety Ladders and Cleat Specifications, Guidelines and Installation

(i) A MACR must be submitted and approved by the Board of Directors or Managing Agent for the installation of dock boxes and cleats. The MACR will describe the minimum requirements for the installation of dock boxes and cleats.

- (ii) Only white fiberglass or stainless steel painted white boxes, of commercially available style, not to exceed 4" in length, will be approved for installation by the Board of Directors.
  - (iii) Only one (1) box per slip is permitted.
  - (iv) No dock boxes will be permitted on docks and finger piers.
  - (v) Dock boxes shall be installed by thru bolting them to the extended pierplanking installed by the slip owner
  - (vi) Safety ladders are permitted and can be installed at owner/renter's expense. They must have the approval of the Board of Directors. Contact the Board of Directors for specifications.
  - (vii) Adding, moving or removing cleats requires Board of Directors prior written approval.
- d.) Carpeting is not permitted on any piers.

#### Section 5 Noise

No stereo or TV, etc. shall be audible outside of one's own boat after 10:00 PM. All Unit owners and their guests shall refrain from playing stereo, TV, or musical instruments loudly at any time. Quiet, orderly behavior is expected of all Unit owners and their guests, and everyone shall respect the rights of other persons lawfully on the premises.

#### Section 6. Pets

Pets must be on a hand-held leash when on the piers of the Property. Owners are responsible for cleaning up after their pets.

#### Section 7. Marina Parking

- a) Designated no parking zones will be strictly observed. Vehicles remaining in these areas after being notified to be removed will be removed at the Board of Directors discretion and at the owner's sole risk and expense.

- b) Parking is prohibited on grassy areas and pedestrian crossings.
- c) All owners, lessees and guests shall use overflow parking when using the Marina.

#### Section 8 Transient Vessels

- a) A Transient Vessel is a non-slip holder vessel that occupies a slip for 72 hours or less.
- b) Transient vessels of bona fide guests of slip unit owners may use slips as available. Arrangements for their use shall be made with the slip unit owner.
- c) Slip unit owners must provide dates, boat owner, boat name, and registration and state that the vessel meets the Property's liability insurance limits of at least \$300,000.
- d) Owners are responsible for their guests conduct and compliance with this Declaration and Queen's Landing Council of Unit Owners Inc.'s governing documents.

#### Section 9 Trash Disposal & Clean-up

- a) The only trash facility approved for trash disposal is the trash and recycling area of the Queens Landing Condominiums located on Queens Landing Drive. The trash totes and recycling dumpsters are furnished only for items that can be properly and legally disposed in them. Any other items are the responsibility of individual slip holders and outside contractors.
- b) Antifreeze, oil, and other pollutants must be disposed of properly, not dumped on the ground or in the water
- c) No disposal of waste or trash (including treated or untreated sewage from heads or holding tanks) is permitted in the harbor or docking areas.

#### Section 11 Storm Precautions

- a) To prevent damage from weather, especially storms, dock lines and fore/aft springlines with chafing gear should be properly secured and doubled up.

- b) In the event of any emergency, a Board of Directors member or an assigned individual, may enter, relocate, or haul out a boat in order to prevent loss of said vessel, damage to other vessels, or damage to the Property. All costs will be assessed to the owner of said vessel and or the owner of the slip unit which caused such emergency and if not paid in a reasonable time period a lien will be entered on the slip.

Section 12. Winterizing

- a) Any boats remaining in the water for the winter must be winterized.
- b) Boats remaining in slips during the winter must be kept in good condition.
- c) All non-fixed items within a slip must be removed by November 1 except boats that are remaining for the winter, bumpers, fenders and/or padding.
- d) Water will be shut off on or about November 15 to March 15.
- e) No heaters may be left operating on unattended vessels.
- f) It is suggested that any boats remaining in the water from December 1 through April 1 must be doublelined. Boats on lifts shall be properly secured. In the event lines have to be added by the Board of Directors, the owner or renter will be charged the actual cost of installing the lines.
- g) Ice eaters are placed at the discretion of the Board of Directors for protection of the Property. They are Queen's Landing Community Marina, LLC's property and are not to be tampered with or moved.
- h) If a slip holder wishes for his/her boat to be protected during the winter months, it is up to the owner/renter to provide his/her own ice eater.