

**RULES AND REGULATIONS  
OF  
THE MOORINGS ASSOCIATION**

**Adopted: January 12, 2019**

**Effective: March 1, 2019**

**Preface.** *The Moorings* provides each of us with a wonderful opportunity to enjoy and share our mutual love of boating with our families, friends and neighbors. As members of the Mooring's community, we live in very close proximity to one another. Thus, while in *The Moorings*, we are expected to conduct ourselves in a polite and considerate manner. We also know that as much as we enjoy boating, it can be very dangerous. Every year, we read about deaths and injuries resulting from unsafe boating.

In an ideal world, all that would be required is that each of us follows the Golden Rule – "Do unto others as you would have them do unto you." Although the vast majority of Co-owners and *Registered Tenants* follow this basic rule of courtesy and respect for neighbors and Moorings' employees, a few do not either because of ignorance or indifference. These few require detailed guidance and, on the rare occasion, consequences. Thus, over the years, it has become necessary to enact these rules in ever increasing detail and to create a schedule of fines – see Appendix "A". This is unfortunate, but a fact of life. Your Board does this reluctantly and only out of necessity.

All use of property in the Condominium and the conduct of all persons in the Condominium shall be in accordance with the provisions of the State and local laws and regulations, the Condominium Master Deed, the Bylaws, and these Rules and Regulations. These Rules and Regulations apply to each *Unit Co-owner*, any *Registered Tenant* of a *Unit Co-owner*, and their respective families and guests, employees, contractors, agents, or invitees.

Appendixes "A" and "B" are attached hereto, incorporated herein and made a part hereof.

**A. Definitions.**

A. **Additional Vessel(s).** Any vessel in addition to the *Primary Vessel* that is stored or moored within a *Unit* or temporarily moored to the stern of the *Primary Vessel* with the prior written approval of the Manager. *Additional Vessel(s)* OAL shall not extend beyond the perimeter of the Unit space, unless the Board of Directors grants a written exception.

B. **Condominium Documents.** Those documents which form the legal and contractual basis upon which *The Moorings* Association exists and functions, including, the Articles of Incorporation, the Bylaws (Exhibit "A" to the Master Deed), the Master Deed as revised from time to time, the Condominium Subdivision Plan (Exhibit "B" to the Master Deed), and the Association Rules and Regulations.

C. **Co-owner.** A *co-owner* is a person, firm, corporation, partnership, limited liability company or partnership, association, trust, or other legal entity or any combination thereof who or which owns one or more units in the Condominium. The term "*owner*," wherever used, shall be synonymous with the term "*co-owner*."

D. **Fairway.** The waterway adjacent to the *Units*, which provide a means by which *Vessels* may safely enter or exit *units* and proceed to the harbor and to the lake.

**Manager** — The *Manager* is that person designated by the Board of Directors who is responsible for the day-to-day management of *The Moorings*, and such other persons designated by the *Manager* or Board of Directors to act upon their behalf.

E. **"The Moorings"**. *The Moorings* includes all *Units* and limited and general common elements of the condominium as defined in the *Condominium Documents*.

F. **Primary Vessel**. That Vessel designated by the Owner or Registered Tenant as the primary vessel moored in a *Unit*. All other vessels stored or moored in a *Unit* or temporarily moored to the stern of the *Primary Vessel* shall be considered *Additional Vessel(s)*.

G. **Overall Length or "OAL"**. Shall mean, without exception, the entire length of the *Vessel*, including all attachments, such as engines, ralls, anchors, swim ladders, davits and platforms. Neither the Co-owner's/*Registered Tenant's* nor the manufacturer's specifications or dimensions shall be determinative of the *OAL* of a *Vessel*. The *OAL* of a *Vessel* shall be determined by an actual measurement of the *Vessel* by the Association or its authorized agent/employee. The *OAL* shall not extend beyond the perimeter of the *Unit* space, unless the Board of Directors grants a written exception.

H. **Registered Tenant**. A tenant who leases a *Unit* at *The Moorings* pursuant to a written lease provided to the Association.

I. **Unit**. Is defined in Article V of the Master Deed, as amended, and means the enclosed space constituting a single complete boat slip unit in *The Moorings* as such space is described on Exhibit "B" of the Master Deed, as amended. It does not include either general or limited common elements such as, without limitation, peninsulas, fairways, piles, finger docks, utilities or attachments to the limited or general common elements as defined in Article IV of the Master Deed.

J. **Vessel**. A broad term covering all man made structures that float upon the water, and includes by way of illustration, a *Personal Watercraft, Boat, Jet Ski, Dinghy, Pontoon Boat, Jet Boat, raft, and barge* regardless of the means of propulsion.

#### **B. General Provisions related to Vessels and their Operation.**

1. **Rules of Navigation**. The rules of the road and the navigation laws of the United States shall apply to all *Vessels* in *The Moorings* at all times.

2. **No Wake**. No *Vessel* shall be operated so as to cause a wake in any other *Unit*, the Fairway or within *The Moorings*.

3. **Moored Bow in**. No *Vessel* may be backed into any slip at any time nor moored with the stern pointed in the direction of the peninsula.

4. **Responsibility for Damage**. Neither the *Manager* nor the Association, nor any of its employees, agents, contractors, invitees, attorneys or assigns, shall be responsible for loss or damage to *Vessels* in *The Moorings*. Each owner of a *Vessel* shall be responsible for damage to other *Vessels* in *The Moorings* and/or for damage to *The*

*Moorings* Common Elements and/or personal and/or real property owned by the Association as a result of any actions or omissions by the owner, his or her guests, tenants, and/or invitees.

5. **Insurance Required.** Each Co-owner/Tenant of a Unit at The Moorings shall carry and maintain in full force and effect, Watercraft and Personal Liability Insurance covering damage to persons or property as required by the Bylaws in the minimum amount of \$500,000, and insurance for his or her Vessel and personal property maintained within *The Moorings*. Evidence of insurance shall be furnished to the Manager as mandated by D.2 of these Rules and Regulations, prior to mooring a Vessel.

6. **Seaworthiness, Maintenance, Repair and Removal.** All Vessels mooring in a Unit shall be seaworthy, fully sound in insurable condition, in compliance with all state and federal safety regulations, and be capable of getting underway within one hour after notice, except when an unscheduled breakdown has been experienced and The Moorings Management office has been notified. Vessels must be kept in a condition that is in good working order, safe, clean, sanitary, excellent, attractive and neat, and in compliance with The Moorings Condominium Documents. Only routine repair work may be performed within the Unit space, including waxing, cleaning, maintenance of teak wood, changing oil and other minor work of a similar nature. Only non-phosphate, biodegradable detergents may be used in the Condominium. Non-routine work may not be performed without the prior written approval of the Manager and shall in no event pollute, or have the potential of polluting, the harbor and/or interfere with the quiet enjoyment of the other Co-owners and tenants. Any vessel that sinks in the Unit space or in the Fairway shall be removed within twenty-four (24) hours of sinking. In the event that a Co-owner or a Registered Tenant fails to properly maintain or repair a vessel, or maintain, repair or replace any other item for which he or she has maintenance, repair and replacement responsibility under the Condominium Documents, including the timely removal of a sunken vessel, the Association may, after giving three (3) days written notice to the Co-owner and Registered Tenant, if applicable, perform the required maintenance, repair, replacement and/or removal and assess the costs incurred to the responsible Co-owner to be collected in accordance with the assessment collection remedies of the Condominium Documents. The Association may also seek to recover its costs incurred for maintenance, repair, replacement and/or removal from the responsible Registered Tenant, if applicable. Said three (3) days notice shall not be necessary in the event of an emergency in which case the Association may proceed as stated above without prior notice.

7. **Vessels must be moored securely.** All Vessels shall be moored in their designated Unit in a safe manner so as not to cause damage to other moored Vessels, persons, property or Common Elements of The Moorings. The Manager may take all reasonably necessary emergency action to prevent damage to The Moorings, other moored Vessels including clearing obstructions for the free or safe passage of other Vessels. All costs incurred by The Moorings for any reasonably necessary emergency action, including attorney's fees and costs, plus a service fee and/or a fine, shall be charged to the Co-owner(s) of the Unit(s), which necessitated the emergency action based upon the cost to the Association. (See Fine and Fee Schedules in attached Appendixes "A" and "B".)

8. **Primary Vessel.** Except as otherwise provided herein, only one Vessel may be moored within a Unit and shall be designated the "Primary Vessel" It must be owned by

and registered to the *Unit* Co-owner(s) or the *Registered Tenant(s)*. No commercial Vessel or commercial activity shall be allowed in any *Unit*, unless prior written approval of the Board of Directors is obtained.

9. **Additional Vessels.** In addition to a *Primary Vessel*, *Additional Vessels* (as defined in Part A above) may be stored within the *Unit* upon satisfying all of the following conditions: (1) the *Additional Vessel(s)* must be owned by the *Unit* Co-owner or *Registered Tenant* and must be registered with the Association in the same manner and under the same conditions as the *Primary Vessel*; (2) must be securely moored and stored within the *Unit* limits, or if stored in or encroaching upon another *Unit* must have the written permission of that *Unit* co-owner and Manager, and (3) must not cause any *Vessel*, including the *Primary Vessel*, moored in the *Unit* to encroach into the *Fairway*.

10. **Temporary Mooring of Additional Vessels.** While the Co-owner/Registered Tenant is physically present at the *Unit*, one *Additional Vessel(s)* may be temporarily moored to the stern of the *Primary Vessel* in his or her *Unit* provided that it does not encroach into the *Fairway* more than 10% of the *Unit* length and does not interfere with safe navigation in the *Fairway*. When the Co-owner/Registered Tenant is no longer physically present at the *Unit*, the *Additional Vessel* must be stored within the *Unit*.

11. **Shore Power Connections.** All shore power connectors for any *Vessel* shall be properly sized to be equal to or in excess of that required for service to be provided.

12. **No major repairs in Units.** Routine minor maintenance may be performed within the *Unit*, as described in A. 6 above. However, major maintenance, such as shaft pulling, engine removal, major topside conversion work, or any action that might cause irreversible flooding or fuel and/or oil spillage, shall not be undertaken while the *Vessel* is moored in The Moorings, except to the extent specifically approved in writing by the Manager.

13. **Co-owner and Registered Tenant responsible for invitees.** The *Unit* Co-owner and the *Registered Tenant* shall be responsible and held accountable for assuring that their invitees, including guests, employees, agents, and family members, observe and follow these Rules and Regulations, the Bylaws, and other Condominium Documents. The *Unit* Co-owner shall be responsible for and held accountable for any default by the *Registered Tenant*.

14. **Moorings employees and private employment.** Neither the Manager nor any employee of the Association shall perform any personal services while on duty for any individual *Unit* Co-owner, guest, employee, agent or tenant, except to the extent that the Board of Directors of the Association approves such services.

15. **Fines for infractions.** The Manager shall enforce a system of fines for infractions of these Rules and Regulations as adopted by the Board of Directors as well as procedures with respect to enforcement. The Association shall issue written notice by first class mail to the Co-owner of the *Unit* of the violation whether by the Co-owner or the *Registered Tenant*. The notified Co-owner will have seven days from the date of mailing of the Association's written notice to request a hearing consistent with the Michigan Condominium Act. A request not received by the Association within this time limit shall be

deemed waived. Fines adopted by the Board appear in the Fine Schedule in the attached Appendix "A".

### **C. Vessel Length.**

1. **Fit within Unit.** All Vessels moored in The Moorings must fit entirely within the *Unit*, including bowsprits or other extensions, unless a written variance has been obtained, except as provided in Rule B.10 above. This assures safe passage for all Vessels entering or leaving The Moorings via the *Fairways*.
  - a. Thus, new Co-owners must make certain that their Vessel complies with this rule.
  - b. The Association also understands that a Co-owner may subsequently acquire a larger Vessel that may exceed the *Unit* length. When this occurs, the Co-owner is encouraged to purchase or rent a larger *Unit*. Sometimes, the Co-owner is unable to do this, and thus, is eligible to apply for a variance to this rule. If a written variance is not granted, the Vessel shall not be moored at the *Unit*.
2. **Variance Procedure.** A written application for a variance must be submitted to the *Manager* for review and consideration by the Board of Directors. The Board of Directors, in its sole discretion, may grant a temporary variance, subject to safety considerations, interference with the other *Co-owner's* and *Registered Tenant's* rights to utilization and peaceful enjoyment of the Condominium, and any other criteria it deems relevant, in the sole discretion of the Board of Directors, if the variance creates a problem it may rescind the variance.
3. **Variance Requirements.** A Co-owner may apply to the Association for permission to exceed the *Unit* length up to ten percent (10%) of the *Unit* length as defined in the *Condominium Documents*. The extension granted by a variance will only be for that length necessary to accommodate the length of the *Primary Vessel*, including a soft-sided dinghy hanging on davits attached to its stern. Such exemptions to the Vessel length requirement will automatically terminate without exception when any one or more of the following occur:
  - The Co-owner of the nonconforming Vessel sells or transfers ownership of the *Unit*;
  - The Co-owner of the nonconforming *Vessel* sells or transfers ownership of the *Vessel*;
  - The Co-owner proposes to moor a new or different Vessel in a *Unit* that has not previously been moored in that *Unit* (hereafter "Different Vessel").
4. **Renter Grandfather Clause.** A Registered Tenant that leased their rented slip before April 24, 2018 will be eligible for up to a 10% variance pursuant to this Section C of the Rules and Regulations. Such variances, if granted, to the Vessel length requirement will automatically terminate without exception when any one or more of the following occur:

- The Registered Tenant of the nonconforming Vessel terminates or non-renews the lease of the current *Unit rented*.
- The Registered Tenant of the nonconforming Vessel sells or transfers ownership or use of the Vessel.
- The Registered Tenant moors a new or different Vessel in a *Unit* that has not previously been moored in that *Unit* (hereafter "Different Vessel")

A Co-owner cannot transfer their Variance to the Registered Tenant.

If a Variance agreement is not on file with the Mooring Association the eligible Grandfathered Registered Tenant will be required to prove a Variance was previously granted.

If not previously granted, the Registered Tenant will be required to file a Variance request no later than July 1, 2019. If not filed by July 1, 2019, the Registered Tenant will lose the Grandfather exception for 2020 and future years.

5. **Variance is temporary and not transferable.** A variance is temporary only and cannot be transferred or assigned whether the Vessel and *Unit* are transferred or sold individually or together.
6. **Written Application.** If the OAL of a different Vessel exceeds the length of the *Unit*, the Co-owner must apply for a new variance prior to mooring the different Vessel in the *Unit*. The written application must follow the Variance Procedure set forth in paragraph 2 above.
7. **No variance may exceed 10%.** Under no circumstances may a variance be granted that allows an encroachment into the *Fairway* that exceeds ten percent (10%) of the *Unit's* length as determined by the *Condominium Documents*.
8. **Violators will be fined.** The Owner's and Grandfathered of Vessels that encroach into the *Fairway* without obtaining a written variance as provided herein may be fined and the Vessel may be removed by the Association. (See Fine Schedule in attached Appendix "A".)

#### **D. *Unit* Rentals and Authorized Use.**

1. **Co-owner's duty to Notify The Moorings of renter.** In order to maintain proper security procedures for The Moorings and to prevent unauthorized use of *Units*, prior to leasing a *Unit*, the *Unit* Co-owner shall furnish the *Manager* with the following: (a) the name of the proposed *Registered Tenant*, and the name and a description of the proposed Vessel, and the authorized period during which Vessel is permitted to occupy a Co-owner's *Unit*; and (b) a copy of the proposed written lease in a form approved by the Association (upon request, the *Manager* will provide a Co-owner with an approved Association lease form for the Co-owner's use). Any Co-owner who does not furnish this information to the *Manager* will be in default of these Rules and the *Condominium Documents*, subject to all necessary action, including, without limitation, additional fees and fines as established by the Board. (See Fee and Fine schedules in attached Appendixes "A" and "B").

1. **Required Documentation.** Prior to mooring a *Vessel*, all Co-owners/Registered tenants shall furnish the Manager with: (a) a copy of current Federal Document Certificate or State Registration; (b) the name, home and business address, and telephone number of the owner of the *Vessel* (and Master of the *Vessel* if different from owner); and (c) a copy of the certificate of Insurance.
2. **Lease approval, processing fee and security deposit.** Before any tenant under any written lease shall have the right to occupy the leased *Unit*, be designated a "*Registered Tenant*" the following must occur: (a) a Grant of Revocable License to access and Use the Common Elements of The Moorings shall be executed by all parties and The Moorings Association; (b) a copy of the executed written lease shall be furnished to an approved by the *Manager*; (c) a security deposit in the amount of \$400.00 shall be remitted to the Manager; and (d) for co-owners who rent their *unit* outside the Association rental program, a service fee as established by the Board, shall be paid to the Association to cover the cost of administration and processing with respect to such tenant (See Fee Schedule in attached Appendix "B").
3. **Moorings Rentals.** Beginning with the 2018 Rental Season, all Moorings Rental Leases will be approved by The Moorings Association. There will be a fee to recover the administrative costs, by the renter or co-owner, associated with this process. The fees are as follows:

**Moorings associated lease: \$250.00**

**Co-owner associated lease: \$125.00**

4. **Return of Security Deposit.** The security deposit remitted by the Lessee shall be retained by The Moorings, does not bear interest, and shall be refunded to the Lessee after the Lessee has surrendered possession of the unit, removed all person property from the unit, dock boxes and ladders; has returned all keycards, pool wristbands and parking pass(es) to The Moorings, and after deducting any sums due to the Lessor or The Moorings including, without limitation, fines and fees. Lessee shall notify The Moorings in writing within four (4) days of Lessee's new forwarding address, and The Moorings will provide an accompanying itemized statement describing for what purposes any or all of the security deposit was withheld, including, without limitation, fines or damages and an accounting for the action or estimated repair.

**e. Use of General and Limited Common Elements.**

1. **Cleanliness.** All limited and general common elements shall be kept clean at all times, including wagons, carts, and trash receptables. No unsightly condition shall be maintained on any *Unit* or Common Element.
2. **Neatness and Storage.** Storage of loose gear on the limited or general common elements is not permitted. Hoses and electrical power lines shall no cross piers. The finger pier between slips is for the use of the *Vessels* on each side, and location of private gangways should be governed accordingly. In no case may a single gangway block access to another *Vessel*. All supplies, materials and accessories shall be stored in the dox box for each Unit, and nowhere else on the limited or general common elements, except as approved in writing by the *Manager*. Only one barbeque grill per Unit is allowed to be stored on the limited and general common elements.

3. **Approved tables and storage Units.** Only approved Units or tables are permitted within the limited and general common elements of *The Moorings*.
4. **No Fishing.** No fishing is permitted from any limited or general common elements.
5. **Obey posted signs.** All persons in *The Moorings* shall observe all speed limits, parking and other posted signs.
6. **No structures, Aesthetics and Antennas.** No structure; lights(s), Canopy, awning or decoration may be erected on any of the limited or general common elements, or in or over any *Unit*, except as approved in writing by The Board of Directors. Satellites and antennas are governed by Article VI, Section 4, page 20 of the Amended and Restated Bylaws. Bug lights, zappers or elimination/repellent devices are not permitted in *The Moorings*, on *Vessel* or in *Units*. Any modifications, additions or changes to any of the limited or general common elements are expressly prohibited, except as approved in writing by The Board of Directors.
7. **No fairway swimming.** Swimming in the Fairway by people or pets from *Vessels* while in *The Moorings* or piers is prohibited.
8. **No open fires or other Hazards.** Open fires are expressly prohibited on any *Vessel* moored in *The Moorings* and on limited or general common elements in the Condominium. No flammable oils or fluids are permitted anywhere in *The Moorings* common elements or in *Units* or *Vessels* such as, without limitation, gasoline, kerosene, naphtha, benzenes, or other explosive or articles deemed to be extra-hazardous to life, limb or property, except propane tanks used for barbecuing as provided in 2 above. Charcoal grills are strictly prohibited on the peninsulas. The only grills allowed are propane tanks grills. Prohibited activities; include; any activity involving the use of firearms, air rifles, pellet guns, bb guns, bows and arrows, fireworks (as discussed in more details in part 185 hereinbelow) or other similar dangerous weapons, protectives or devices.
9. **No polluting.** Oil, spirits, paints, inflammables; human, pet or other waste; refuse, debris, sewage and other substances which are deemed pollutant substances under the provisions of any State or Federal law, may not be discharged in *The Moorings* waters. Fueling of *Vessels* in the slip is prohibited.
10. **Garbage.** No refuse shall be thrown overboard. All garbage shall be securely wrapped, tied in plastic trash bags, and deposited in receptacles supplied for that purpose, Garbage dumpsters are provided at the railroad right-of-way area. No garbage cans, receptacles, or bags are allowed on any limited or general common element.
11. **Fish Cleaning.** Cleaning of fish and game is prohibited on any limited or general common element or *Vessel* in the condominium, except that fish may be cleaned at the fish cleaning station.



12. **Walk on Peninsulas.** Individuals on the peninsulas shall walk (not run) in order to assure their own safety and that of others present on the peninsulas. Thus, no automobiles, bikes, motorcycle, roller blades, or scooters or like vehicles or means of transportation (except emergency vehicles and that needed by and appropriate to persons with disabilities) are to be operated, driven and rode upon on the peninsulas.

13. **Table umbrellas.** Table umbrellas must be yellow. The Association has a supply of umbrellas available for purchase. See the office staff for pricing and availability.

14. **Use of pools.** Use of the swimming pool, community room facilities, bathhouse, and fish cleaning station are for the use of the Co-owners and Registered Tenants of The *Moorings*, and their families, guests and invitees, and are regulated by posted rules and hours, the written rules and regulations governing same, and the Condominium Documents of The *Moorings*.

15. **Bike racks.** The use or storage of skateboards, roller blades, roller skates, scooters, mopeds and bikes on the limited or general common elements is strictly prohibited; except that bikes, scooters and mopeds may be stored in the bike and moped racks which are provided in designated areas. All bikes **MUST** be removed from The *Moorings* Association property by November 1<sup>st</sup> of the current year.

16. **Dinghy storage.** Dinghies storage is prohibited on the limited or general common elements, except for the time period in which the dinghy is being cleaned and/or repaired/serviced.

17. **Safety Laws.** All safety laws and regulations established by the Federal, State or Local governing bodies which apply to The *Moorings* and those using The *Moorings* shall be strictly adhered to.

18. **No fireworks.** Pyrotechnics are absolutely prohibited from being used or set off in or near The *Moorings*. This is a direct and serious threat to the safety and security of The *Moorings*, to all *Vessels* and persons present in The *Moorings*, and to the buildings and residents surrounding our facility. Co-owners and Registered Tenants who are responsible for the violator's presence in The *Moorings* will be deemed in default of the rules, the Bylaws, may be fined, and the violator reported to law enforcement for appropriate criminal prosecution. (See Fine Schedule in attached Appendix "A".)

19. **Noise.** All persons shall reduce noise levels and shall cease all maintenance and use of on board generators between the hours of 11:00 p.m. and 8:00 a.m. so that occupants of *Units* will not be disturbed. Unnecessary noise shall be avoided at all times. Sailboats shall tie off halyards to prevent slapping from the wind. Loud volume of music or other broadcasts is prohibited at all times.

20. **Advertising.** No advertising or soliciting is permitted except for reasonable size (approximately 24"x24") "For Sale" signs on *Vessels*. Posting of other advertising and notices can be posted on the bulletin boards with the *Manager's* written approval.

21. **Pets.** Pets which are registered with The *Moorings* are permitted in any *Unit* or the limited or general common elements subject to the following conditions.



Initials

- (a) Only domesticated pets shall be permitted, as further described in the Bylaws.
- (b) All pets shall at all times while in a Vessel, in the Unit and/or on the Common Elements of The Moorings be attended by a responsible person, kept under control, and at all times while on the Common Elements be maintained on a leash which is short enough to be within the immediate control of the person attending the pet. All pets must be licensed as required by law.
- (c) All pets are to be walked in the designated dog walks located on Oselka Drive marked "dog traffic only" so that they may relieve themselves. This will be strictly enforced. The pet owner is responsible for the immediate collection and proper disposal of the pet's fecal matter. Please use the "Mutt Mitts" located at the dog walks. All pet owners must have a pet registration form (per pet) on file at The Moorings office.
- (d) No dog which barks and can be heard on any frequent and continuing basis shall be permitted at The Moorings. All pets shall have such care and restraint so as not to be obnoxious or offensive, including, without limitation, due to noise, odor or unsanitary conditions.
- (e) All pets determined to be a nuisance by the *Manager* at his/her/sole and exclusive discretion, shall be prohibited from The Moorings.
- (f) No pet or pets may be left unattended on the limited or general common elements.
- (g) All pets shall be licensed by the governing municipality if required by local ordinance.
- (h) These rules will be strictly enforced and fines may be levied for violations. (See Fine Schedule in the attached Appendix "A".)

**22. Air Conditioners.** For safety reasons, air conditioners, whether set for air conditioning or dehumidifying, may be operated only while the vessel is actively occupied; i.e., when the vessel is not occupied for more than twenty-four (24) hours the air conditioners must be turned off. Any vessel found to be in violation of this policy will receive an initial written warning from The Moorings office. In the event that the policy is violated a second time in one season, the owner of said vessel is subject to a one-time \$150 fee. If operating the vessel's air conditioning/dehumidifier while the vessel is not actively occupied, said Owner assumes all risks for any damages that may result and agrees to save and hold harmless the Moorings from any and all damages and liability resulting there from, including, but not limited to attorney fees and court costs.

**23. Water.** For safety reasons, external water sources to each vessel shall be turned off at the tap when the vessel is not actively occupied; i.e., when the vessel is not occupied for more than twenty-four (24) hours. Should the Moorings staff or officers notice that water has been left on, they may turn it off without notice and at the Owner's sole and exclusive risk; however, this shall not be deemed to be an assumption of such responsibility by the Association.



Initials

- Two (2) key cards; dual key opens both pool and bathhouse/ restrooms.
- Two (2) parking identification cards.

Should a Co-owner lose any of the above cards and request a replacement, they shall pay a fee for the replacement card. (See Fee Schedule in attached Appendix "B")

(2) **Registered Tenants.** Registered Tenants, after making the deposit required above, may receive the following:

- Two (2); dual keys opens both pool and bathhouse/restrooms.
- Two (2) parking identification cards.

*Registered Tenants* are required to return all cards issued to them no later than November 30<sup>th</sup> each year to receive their deposit refund. If items are returned after November 30<sup>th</sup>, 25% of the Security Deposit shall be forfeited. The refund of the deposit will be by check payable to the registered Tenant.

#### B. Parking:

(1) **Parking Permits:** Parking by *Unit* Co-owners, families, *Registered Tenants* and their guests is permitted in the designated areas either side of Oselka Drive and seasonal parking in Oselka's Lot on North Willard by permit only. Temporary permits can be obtained at The Mooring's office.

(2) **Guest Fee:** Additional seasonal parking passes are available for an additional fee. These parking passes are limited to two (2) passes per season per Co-Owner/*Registered Tenant* and are transferable between guest vehicles. (See Fee Schedule in attached Appendix "B")

(3) **Parking Permits must be displayed:** Vehicles not displaying a Moorings Permit Card on the ir from windshield may be towed at the Co-Owner's/*Registered Tenant* expenses as provided in Part G hereinbelow.

(4) **Non-authorized Vehicles:** All non-authorized or oversized vehicles will be subject to towing, as provided in Section G below, fines and towing costs. (See Fine Schedule in attached Appendix "A") Non-authorized vehicles include, without limitation, vehicles without permits parked on Oselka Drive and seasonal parking in Oselka's Lot on North Willard, commercial vehicles, trailers, nonoperational vehicles, vehicles with expired license plates, and the like. Nonemergency maintenance or repair of vehicles is prohibited at The Moorings, unless prior written approval of the Manager is obtained. Oversized vehicles include any vehicle.

**24. Standard of Behavior.** All owners, tenants and guests shall obey all applicable laws and are expected to conduct themselves in a polite, civil and courteous manner at all times and shall not be offense, immoral, unlawful, or do anything that may be or become an annoyance or nuisance or which interferes with the peaceful possession and proper use and enjoyment of the Common Elements and Unit by the Unit Co-owners and registered Tenants. Thus, by way of example unacceptable conduct and behavior would include: (a) the use of foul, abusive, and/or derogatory language; (b) rude, threatening or discourteous treatment of others including Moorings staff; (c) playing loud music and/or music containing offensive lyrics; or (d) the use of illegal substances, Violation of this standard will not be tolerated and may result in the imposition of fines, the revocation of the license for tenants, and other remedies for default as provided by the Condominium Documents and these Rules. Owners and Registered Tenants are personally responsible for their guests and their conduct.

**25. Landscaping.** Without the written approval of the Association, no co-owner shall preform any landscaping, plant any tress, shrubs, flowers, place any ornamental materials, cut any trees or remove or modify any natural vegetation upon the common elements.

**26. Laundering, drying, shaking or airing of clothing or other fabrics is neither permitted on any deck or rigging of any Vessel no in *The Moorings*.**

#### F. Facilities

**1. Access to facilities.** Co-owners and Registered Tenants may use the Mooring's facilities, such as baths, showers, and pool with proper identification. Access cards and pool wristbands may be revoked for violations of these Rules and Regulations at the sole discretion of The Moorings and its agents, Access cards and pool wristbands are not transferable, and are for use only by the Co-owners and *Registered Tenants* and their guests. Co-owners and *Registered Tenants* are solely responsible for al use of access cards and pool wristbands and for their return at the end of the season. Non-return of cards and pool wristbands will result in forfeiture of deposits.

**2. Access to facilities by Co-owners of Leased Units.** Once a Co-owner's *Unit* is rented and during the term of the lease, the Co-owner is no longer eligible to use or receive an access card to the bathrooms, the pool, clubhouse, or parking permit except as a guest of another Co-owners or a *Registered Tenant*. The Co-owner may obtain a guest- parking permit as provided below to inspect their Unit and *The Moorings* but the right as Co-owner to access facilities has been transferred to the *Registered Tenant*. Co-owners who have obtained their cards prior to renting their *Unit* shall return them to *The Moorings* Office before cards may be issued to the *Registered Tenant*.

#### **3. Access and Parking.**

##### **A. Access:**

**(1) Co-owners.** A Co-owner occupying a *Unit* may be issued at no cost the following:

which does not fit within the boundaries of an individual parking space.

**(4) Clubhouse Usage.** A *Co-owner/Registered Tenant* may reserve the Clubhouse subject to availability and the following conditions:


- (a) A *Registered Tenant* may request permission to reserve the Clubhouse once a year subject to availability and the completion of the reservation form
- (b) Co-owners may reserve the Clubhouse for specified times. Although a Co-owner's reserved use of the Clubhouse is unlimited, a Co-owner cannot reserve the Clubhouse to the extent that all other Co-owners are deprived of reasonable use.
- (c) The *Co-owner/Registered Tenant* is responsible for cleaning the Clubhouse after use and to the satisfaction of the *Manager*. All reservations shall include a cash or credit card deposit to assure that the facility is cleaned following use and that there has been no damage to the facility or its contents. The Board shall establish the deposited amount. (See Fee Schedule in attached Appendix "B".) All users assume responsibility for all damages and for any cleaning costs incurred by the Association.

**G. Towing or Removal of Vehicles**

Subject to the following requirements, the Association reserves the right to tow or remove vehicles that are parked illegally, in violation of the Condominium Documents and/or of these rules and regulations. If towing or removal is authorized by the Board of Directors, the Association will have no liability to any individual whose vehicle is towed or removed, and all costs of the towing and removal shall be the responsibility of the vehicle owner and the *Co-owner* and *Registered Tenant* of the *Unit* to which the vehicle is registered, as applicable, which will be assessed to the *Co-owner* and collected in the same manner as provided in the Article II of the Amended and Restated Bylaws.

Before authorizing the towing or removal of a vehicle from the Premises, the Association shall cause to be placed upon the Condominium Premises a notice that meets all of the following requirements, in accordance with the Michigan Vehicle Code, MCL 257.252k, et seq.:

1. The notice shall be prominently displayed at all points of entry for vehicular access to the Premises.
2. The notice clearly indicates in letters not less than two inches (2") inches high on a contrasting background that unauthorized vehicles will be towed away or removed at the owner's expense.
3. The notice provides the name and telephone number of the towing service responsible for towing or removing vehicles from the Premises.

  
Initials

4. The notice is permanently installed with the bottom of the notice located not less than four (4) feet from the ground and is continuously maintained on the Premises for not less than twenty-four (24) hours before a vehicle is towed or removed.

#### **H. Damages and Default in Rules and Regulations.**

Each Co-owner shall be responsible for any damages and costs to the Association, and/or to any other Co-owner(s), as the case may be, which result from the Co-owner's operation or driving of a Vessel or the Co-owner's actions or inactions or from any failure of the Co-owner or the Co-owner's occupant, guest, tenant, land contract purchaser, agent or invitee, to use due care to avoid damaging another Unit or Vessel or any Common Element. Any and all such damages and costs, and any costs, damages, expenses and/or attorney's fees incurred by the Association in enforcing or otherwise complying with these Rules and Regulations and/or any of the Condominium Documents, including, without limitation, any costs, expenses, and attorneys' fees incurred in collecting said costs, damages, expenses, and/or attorneys' fees, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project; or by their licensees or invites, may be assessed to and collected from the responsible Co-owner in the manner provided for the collection of delinquent assessments in the Bylaws. The Association may also seek to recover said damages and costs, and any costs, damages, expenses and/or attorney's fees incurred from the responsible Registered Tenant, if applicable.

The Association shall have access to each Unit, Vessel and any Limited Common Elements at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements, another Unit, and/or to protect the safety and/or welfare of the inhabitants of the Condominium.

The Moorings Association may, in its sole discretion, summarily remove and abate any hazardous, unsafe, or dangerous materials, property, or equipment from the Common Elements or Units which jeopardize the health or safety of The Moorings Common Elements, Units, Vessels, property, Co-owners or inhabitants, at the expense of the Co-owner in violation, and the Registered Tenant, if applicable, except that judicial proceedings shall be instituted before items of construction are altered or demolished. The Association shall have no liability to any Co-owner, tenant and/or guest arising out of the exercise of its removal and abatement described herein.

#### **I. Fine Policy**

##### **AMENDED AND RESTATED FINE POLICY**

**Adopted: March 24, 2018**

**Effective: April 24, 2018**

**This Amended and Restated Fine Policy is intended to replace and supersede the Fine Policy contained in Part I. Fine Policy of the Rules and Regulations dated June 20, 2014.**

The Moorings is a unique boating and residential community that requires considerate behavior and safe boating practices of everyone using the facilities. The Condominium

Documents delineate the use of the property and conduct of persons and apply to each Unit Co-owner, each Registered Tenant, and their respective families and guests, employees, contractors, agents, guests and invitees. Failure to abide by the Condominium Documents will render the Co-owner, and the Registered Tenant, if applicable, in default of the Condominium Documents, the consequences of which can be quite serious, including the possible levy of a fine, assessment of costs and damages to the Unit, the revocation of the Grant of License to the Tenant, among other things.

**A. NOTICE OF VIOLATION**

1. Upon the violation of the Master Deed, Condominium Bylaws and Rules and Regulations or other Condominium Documents monetary fines may be assessed upon written notice to the offending Co-owner and/or Registered Tenant and providing the offending Co-owner and/or Registered Tenant with an opportunity to appear before the Board, or its designated agent. The request must be made in writing within seven (7) days from the date of the notice and the hearing to be held within thirty (30) days from the date of the notice of violation, and offer evidence in defense of the alleged violation.

2. The written notice shall contain the following statements:

- (a) An opportunity for the alleged offending member to submit a written request, within seven (7) days from the date of the notice of violation, to appear before the two members of the Board of Directors and the Manager (hereinafter the "Fine Hearing Committee"), with witnesses if so desired, at a scheduled or special meeting of the Board of Directors, to be held within thirty (30) days from the date of the notice of violation, but no less than seven (7) days from the date of the notice, and offer evidence in defense of the alleged violation before a fine is levied and the Fine Hearing Committee, and the alleged offending member shall have an opportunity to cross-examine any witnesses at such a hearing;
- (b) A statement that the request for hearing must be submitted in writing by one of the following methods:

Via Email to: [themoorings@themooringsassociation.com](mailto:themoorings@themooringsassociation.com)  
Via Facsimile to: (269) 469-4180  
VIA US Mail to: The Moorings Association  
310 Oselka Drive, Suite 256  
New Buffalo, MI 49117-2023

If a Co-owner has requested a hearing by a written request sent via email or facsimile, that communication shall be deemed authorization to the Association to communicate in the same manner to the Co-owner, unless otherwise specified in the electronic transmittal by the Co-owner.

and

- (d) A statement that a hearing before the Fine Hearing Committee, if properly requested, will be scheduled and held within thirty (30) days

from the date of the notice of violation, but no less than seven (7) days from the notice of violation.

**B. HEARING**

1. The offending Co-owner shall have the right to attend a hearing and offer evidence in defense of the alleged violation, as provided above. The hearing may be held by remote participation by any of the participants.

2. A Co-owner may bring witness(es) to the hearing upon advance notice to the Board, or its agent, that said witness(es) will be in attendance.

3. The Association may produce witness(es) in regard to the alleged violation.

4. After all evidences are submitted in regard to the alleged violation, the Fine Hearing Committee, shall confer and render a decision in regard to whether or not a violation occurred, if the violation was substantially the fault of the Co-owner in question and whether a fine should be levied. If a decision has been reached that a fine shall be levied, the fine shall be due and payable within fourteen (14) days of issuance of the final determination of the hearing.

5. Failure to respond to the notice of violation shall constitute a waiver of right to a hearing.

6. The right to attend a hearing and offer evidence in defense of the alleged violation shall apply only for the first alleged violation of the applicable Condominium Document and not for the same continuing violations.

**C. LEVYING AND ASSESSMENT OF FINES**

The fines levied against the Co-owner or Registered Tenant shall be assessed against the Co-owner and shall be due and payable within fourteen (14) days of the notification of the fine. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article XVIII of the Bylaws entitled Remedies for Default, and/or assessment and collection of the fines in the same manner as provided in Article II of the Bylaws. Fines levied against the Registered Tenant may also be deducted from the security deposit as provided in part D.4 hereinabove. The levy of fines shall be without prejudice to any other rights of the Association to obtain compliance with the Master Deed, Condominium Bylaws, Rules and Regulations or any other Condominium Documents for Condominium, including, without limitation, the right to institute a lawsuit.

SEE SUMMARY OF FINES ATTACHED AS APPENDIX "A."

**J. Severability.**

Whenever these Rules and Regulations are found to be in conflict or inconsistent with applicable laws, governmental regulations and/or the other Condominium Documents, they



shall be superseded. However, whenever possible, each provision of these rules will be interpreted in such a way as to be effective and valid under applicable law. If a provision is prohibited by or invalid under applicable law, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Rules and Regulations.

**APPENDIX "A"**  
**TO RULES AND REGULATIONS**  
**THE MOORINGS ASSOCIATION**

**Summary of Rules, Regulations and Fines**

The Moorings Association is a unique boating and residential community that requires considerate behavior and safe boating practices of everyone using the facilities.

The Condominium Master Deed, Bylaws, Rules and Regulations and Articles of Incorporation ("Condominium Documents") delineate use of the property and conduct of persons and apply to each unit owner, any tenant of a unit owner, their respective families and guests, employees, contractors, agents, or any guests or invitee of any unit owner or tenant of any unit owner. Your failure to abide by the Condominium Documents will render the Unit Co-owner and Registered Tenant (also sometimes referred to as "Tenant"), if applicable, in default which can have serious consequences. You are encouraged to read these documents for further explanation of your rights and responsibilities and the Condominium restrictions and rules. The following is a summary of fines and consequences for violating Moorings Association rules.

Unless specifically mentioned below, violations fall into four categories:

**Facility Violation (FV):** Warning letter to abate violation within 7 days (or immediately, depending upon nature of violation). Unabated violations will be fined at \$50 for each offense and \$50 for each week until violation is abated.

**Safety Violation (SV):** Warning letter to abate violation within 5 days (or immediately, depending upon nature of violation). \$50 for each offense and \$50 for each week until violation is abated.

**Emergency Violation (EV):** Warning letter and best attempt by office staff to immediately contact violator to abate the violation. Violation to be abated immediately or within 24 hours of receiving notice (or immediately, depending on violation). \$100 for each offense and \$25 each date until violation is abated.

**Standard Behavior Violation (SBV):** Any violation regarding behavior, intentional or flagrant violation of Moorings Facilities or policies. Notice of imposition of fine to be sent via email and first class mail with the opportunity to appeal the decision via a hearing. Violation will come with a \$250 for a first offense, and \$500 for a second offense and \$1,000 for a third offense and a potential cessation of the use of Moorings facilities.

Violations may result in fines being issued and/or loss of slip privilege in severe or chronic cases.

### **USE OF COMMON ELEMENTS**

Open fires (except BBQ or authorized)	EV
Improper storage of gear or flammable materials	FV
Unapproved storage units or tables	FV
Fishing from common elements	FV
Mounting or erecting structures or other unauthorized alterations to/on common elements	FV
Garbage on common elements or thrown overboard	FV
Cleaning fish or game on common elements (except at fish cleaning station)	FV
Unapproved umbrellas	FV
Violation of rules (pool, clubhouse or fish cleaning)	FV
Storage of dinghy on common elements	FV
Creating noise, disturbances after hours; quiet enjoyment	SBV
Use of foul, abusive and/or derogatory language, Discourteous treatment of others including staff	FV
Unapproved advertising on vessel or slip	FV
Laundry on dock	FV

#### **Violation of pet rules:**

<b>First offense:</b>	<b>written notification and \$25 fine</b>
<b>Second offense:</b>	<b>written notification and \$50 fine</b>
<b>Third and all subsequent offenses:</b>	<b>removal of pet from premises or \$50 per day pet on premises</b>

### **PARKING/VEHICULAR FINES**

Non authorized parking	Towing of vehicle
Violation of parking signs	SV
Motor vehicles on peninsula	EV
No riding or parking of mopeds or scooter, roller blades, bicycles or similar means of transportation	SV
Parking without parking tag displayed	Subject to towing

### **ADMINISTRATIVE FINES**

Failure to provide proof of adequate insurance, provide rental agreement or other requested documentation.

Violation: Key cards, parking passes and pool wristbands will not be issued, and \$25 per week fine will be levied until information is provided.



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## **SAFETY VIOLATION FINES**

**Violation of no-wake zones**

**SV**

**Backing & parking stern first**

**Warning letter & ask to remedy within 24 hours;  
\$100 violation for each offense and  
\$100 for each week left unabated**

**Second boat in slip:**

<b>1<sup>st</sup> offense:</b>	<b>Written warning</b>
<b>2<sup>nd</sup> offense or 2<sup>nd</sup> day/week</b>	<b>\$100</b>
<b>3<sup>rd</sup> offense or 3<sup>rd</sup> day/week</b>	<b>\$200</b>
<b>4<sup>th</sup> offense or 4<sup>th</sup> day/week</b>	<b>\$300</b>
<b>All subsequent offenses</b>	<b>\$400</b>

**Dinghy/Personal water craft not fully contained within slip:**

<b>1<sup>st</sup> offense:</b>	<b>Written warning</b>
<b>2<sup>nd</sup> offense or 2<sup>nd</sup> day/week</b>	<b>\$100</b>
<b>3<sup>rd</sup> offense or 3<sup>rd</sup> day/week</b>	<b>\$200</b>
<b>4<sup>th</sup> offense or 4<sup>th</sup> day/week</b>	<b>\$300</b>
<b>All subsequent offenses</b>	<b>\$400</b>

**Improper power cords:**

<b>Tripping hazards</b>	<b>FV</b>
<b>Electrical load hazard</b>	<b>SV</b>
<b>Substandard or hazardous cord condition</b>	<b>SV</b>

**Limited maintenance of docked vessels is permitted during daylight hours only. Extensive repairs, overhauls and spray painting must be completed off premises. Emergency repair may be made at a slip upon approval of the Manager or designee. EV**

**Pollution Violation — Fueling in the slip or discharge of pollutants in the water, throwing refuse overboard or in water at dock. (Attachment of sealed fuel tanks dinghies is authorized.) Immediate cessation of violation upon written or verbal notice. EV fine or \$500 for first offense and \$1,000 for second offense. Owner/violator is responsible for all fines, penalties or cleanup costs incurred by The Moorings Association due to violator's actions.**

**Boat Length—violation      \$ 500 per week during first four weeks of violation  
\$1,000 per week during any additional weeks of violation**

### **STANDARD BEHAVIOR VIOLATION FINES (SBV)**

<b>1<sup>st</sup> offense</b>	<b>\$ 250</b>
<b>2<sup>nd</sup> offense</b>	<b>\$ 500</b>
<b>3<sup>rd</sup> offense</b>	<b>\$1,000</b>

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## OTHER VIOLATIONS/FEES

Late assessment \$25 per quarter plus \$2.00 per day late fee until the balance is paid in full.  
Lost key card \$30  
Lost parking tag (Limit 1 per season) \$30

## APPENDIX "B" TO RULES AND REGULATIONS

### THE MOORINGS ASSOCIATION

#### Schedule of Fees

#### I. Schedule of Fees.

1.	Sec. B.7.	Mooring of Vessels	SV
3.	Sec. C.7.	Encroaching into Fairway	SV
4.	Sec. D.1.	Authorization of use	AV
5.	Sec. D.3.	Unit Rental Processing Fee	\$125.00/\$225.00
6.	Sec. D.3.	Security Deposit for tenants	\$400.00
7.	Sec. E.18.	Use of Fireworks	EV
8.	Sec. E.21.	Pets	FV
9.	Sec. E.22.	Air Conditioners/Dehumidifier	\$150.00
10.	Sec. E.24.	Standard Behavior Violation	SBV
11.	Sec. F.3.A(2)	Access and Parking Cards, 11/30 deadline	\$100.00
12.	Sec. F.3.B(2)	Additional Park Pass (Limit 2 per slip/season)	\$30.00
13.	Sec. F.3.B(4)	Parking	Tow Vehicle
14.	Sec. F.4.	Pool Wristbands guest deposit	\$ 5.00
15.	Sec. F.5. (c)	Clubhouse cleaning/damage deposit	\$500.00

Effective Date: March 1, 2019

Approved by: January 12, 2019

President: 

Date: 12 June 19

Secretary: 

Date: 1/12/19

**ADDENDUM**  
**THE RULES AND REGULATIONS**  
**OF**  
**THE MOORINGS ASSOCIATION**

**Adopted: April 30, 2020**

The following statement will be added to the Moorings Rules and Regulations under Section E, Use of General and Limited Common Elements of page 11, item number 27

**USAGE OF MARIJUANA:** "The use of marijuana at the Moorings is limited to individuals 21 year of age and older on private property out of view from the public and cannot be consumed in any public place or property. This includes all common and limited common elements at the Moorings. Any violation of this rule will be covered under Standard of Behavior rules and fines."

**FLAGS:** Following the Board vote on Sunday, July 19, 2020, the following has been added to the rules and regulations: "The flying of flags shall be allowed on all vessels with the exception of those deemed to be inappropriate (derogatory in nature, sexual in nature), and the Board shall have sole discretion on the determination of the appropriateness of any flag. A maximum size is 3x5 feet without exception."

THE MOORINGS ASSOCIATION  
SWIMMING POOL AND BATHHOUSE RULES

Adopted: October 10, 2021

Effective: October 11, 2021

1. **NO DIVING AT ANY TIME – ENTIRE POOL IS SHALLOW!!**
2. **NO LIFEGUARD IS PRESENT** – Each individual swimmer assumes individual risk. Occasionally a pool attendant may be present to enforce these rules, but this person is **NOT** a lifeguard.
3. Use of the pool and other recreational facilities will be regulated by posted rules and hours. Their use is limited to The Moorings Association owners, their guests and renters only. Use of the recreational facilities may occasionally be limited or altered as determined by the board.
4. **POOL HOURS** are 10 a.m. to 12 a.m. (midnight) CST with quiet swim (Adult Only) from 10 p.m. to 12 a.m. (midnight). Quiet swim means no noise can be heard outside of the immediate pool area, including, without limitation, noise from voices, electronic devices, toys, splashing, diving, **NOT ALLOWED**. The Board retains the right to change the hours from time to time for specific occasions. Please prepare to exit the pool a few minutes before 12 a.m. to ensure quiet hours are observed. The residents of nearby units/slips deserve to have their sleep hours protected.
5. **WALK AT ALL TIMES. HORESPRAY IS NOT ALLOWED.** Wet feet, obstructions, and hard concrete pool deck surface combinations make for severe injury. **NO THROWING**, articles, except light weight, air-filled balls.
6. **CHILDREN UNDER THE AGE OF 16 MUST BE SUPERVISED WHEN USING THE HOT TUB BY AN ADULT DESIGNATED BY THE PARENT/GUARDIAN AT ALL TIMES. (PLEASE care enough about these children to ask them if a parent/guardian is present with them if you suspect they are alone).** If you find that a child is unsupervised, please notify the pool attendant or the office immediately. If the attendant is not present, immediately phone the manager. The child will be asked to exit the water and the parent/ guardian will be contacted. A child is not only in jeopardy in the pool but when running about the piers and seawalls on the way to and from the pool.
7. **TO ACCOMDATE STATE HEALTH LAWS**
  - **NO GLASS CONTAINERS** within the pool enclosure.
  - **NO ALCOHOLIC BEVERAGE CONSUMPTION** within the hot tub **PER THE STATE OF MICHIGAN LAW**
  - **NO FOOD** within the pool enclosure. Food attracts insects, rodents and bacterial growth.
  - **NO DIAPERS** allowed in pools. *Please use appropriate swimwear. No cut-offs, no shoes allowed in pool.*
  - **NO ELECTRICAL APPLIANCES** within pool enclosure. Battery operated devices are permitted only with headsets.
  - Anyone with infectious disease, excessive sunburn, open sores or bandages shall not enter the pool.
8. **PETS** are not allowed within the pool enclosure or in the bathhouse building.
9. **POOL TOY RESTRICTION-** The pool is available for all to use. Please restrict the size of the inflatable rafts, and all other inflatables, as to not impede on the pool use of others. **No floating devices, noodles, etc.... in Hot Tub.**
10. **PLEASE AVOID LOUD NOISE.** Loud and/or obnoxious behavior which disturbs other pool guests is prohibited. Remember that your neighbors live in close quarters here, in both land and boat units, and that sound travels well over water. **PLEASE BE CONSIDERATE.**
11. **SUSPENDED OR REVOKED PRIVLEDGES.** The Board, as a result of repeated infractions of any of these rules, may suspend use of the pool and revoke pool privileges for the season, of the co-owner, tenant and his/her guests, in the sole discretion of the Board of Directors.
12. Remember that the recreational facilities are for the mutual enjoyment of all unit owners/renters, their family and guests, in the sole discretion of the Board of Directors.

13. Each Co-owner, tenant and renter using the pool/and bathhouse, or allowing their families and guest(s) to use the pool and/or bathhouse, shall immediately and hold Harmless the Association, its liability, damages and costs, including, without limitation, Court costs and actual attorney fees arising out of any injury or death of any Co-owner, tenant, renter or the family members and/or guests of any of them, as a result of the use of the pool and/or bathhouse.
14. *It is strongly recommended that individuals with light or color treated hair apply a conditioner before swimming to protect against chlorine damage.*



## Hot Tub Safety Rules for Kids

When it comes to hot tub use, most people know that small children shouldn't use hot tubs or spas because they're not able to dissipate the heat as much as adults. But the risk of drowning is an even greater risk for young children. The CDC advises that children under the age of 5 should not use hot tubs, here are the reasons why:

1. **High Temperatures:** Most hot tubs are preset to reach 104 degrees, which can be extremely hot for a young person. In fact, high temperatures can result in a loss of consciousness which could result in drowning. Additionally, high temperatures can lead to a heat stroke and possibly even death.
2. **Drowning** is the most serious leading cause of unintentional injury death in the U.S. children and adolescents between the ages of 5 and 19. Children under the age of 5 should NOT use a hot tub due to the risk of overheating, dehydration, and drowning.

Please follow the CDC rules and NOT have children under the age of 5 in the hot tub for safety reasons.

Thank you

Moorings Association