

Regulations Crosswinds Marina Condominium

Original Date - July 9, 2001

Revision "A" Date - May 7, 2004

Revision "B" Date - September 8, 2007

Revision "C" Date – August 08, 2008

1. Disorder, or actions which might reasonably be expected to cause injury or damage to persons or property on the part of any person using /visiting or occupying the vessel within the marina shall be cause for revocation of any permit issued, directly or implied, for use of the dock and related facilities.
2. The owner of any vessel, or his authorized agent, using the marina shall be responsible for the conduct of all persons using, visiting, or occupying the vessel.
3. If the vessel is to leave the marina for more than a daylight trip and is to return to the same boat well, the boat owner or his authorized agent shall log his destination and the expected time or return to the marina with the Crosswinds office. The information is important for the operation of the marina as well as for the safety of those on board the vessel in case of emergency. Please See the marina Manager and complete a Float Plan.
4. No swimming, diving, or bathing shall be permitted in the water of the marina.
5. No fishing will be permitted from the dock structures or dock area within the marina. Fishing is allowed for **owners and guests to the outside** of the outer wall in PM Lake. Care and common sense must be used with respect to the property and privacy of the boaters on the outside wall.
6. No garbage, oil sludge, refuse matter, sewage or waste material of any kind shall be thrown, deposited or permitted to be thrown or deposited into the water or on the piers, docks, or shore areas of the marina except in the designated receptacles; nor shall piers, docks, shore areas, or catwalks be used as storage places for any gear or equipment.
7. No vessel shall be repaired while in the marina except in the event of an emergency in which case special permission shall be obtained from the manager to make repairs sufficient to remove the vessel from the marina.
8. Signs, placards, or commercial displays shall not be permitted without permission from the Crosswinds Marina Association Board.
9. Sailing vessels shall not be maneuvered under sail in the marina.
10. There will be **NO** fueling of any vessel in or on the confines of the marina.
11. No modification or change may be made to any of the structures in the marina, including but not limited to piers, docks, shore areas or catwalks without permission of the Crosswinds Marina Association Board.
12. No boats, scows, floats, or rafts other than regular sea-going equipment carried aboard the vessel assigned docking space shall be brought into the marina without permission of the Crosswinds Marina Association Board.
13. Use mooring cleats only to secure your boat. **Do Not** tie to the vertical wood rub-rails or spring piles.
14. Boaters may stay overnight on their boats, however, no parking lot camping will be allowed.
15. No fish parts are to be placed in dumpsters. Please use the fish disposal at the fish cleaning station. Clean all facilities after use.

16. **WARNING!!!** Do not place your hands or materials other than fish parts in the disposal. Use the equipment at your own risk. You agree that Crosswinds, its employees and management are not responsible for accidents occurring from your use of the equipment. **Please be careful.**
17. *Revised -September 8, 2007* Only Marina trash and garbage shall be deposited in the marina dumpster.
18. Keep walks and docks free of lines, boating accessories, water hoses and debris.
19. Dogs will be allowed on Crosswinds property providing they are **leased at all times**. Clean up is the pet owner's responsibility.
20. The proper securing of your vessel is your own responsibility. Crosswinds is so close to lake Michigan that it does receive the effects of strong winds and lake effect conditions, so please use extra lines to protect your vessel and those of others. Crosswinds will not be responsible for any damage to your vessel.
21. *Revised - May 07, 2004* (a.) All slip owners must provide proof of boat insurance which minimally provides public liability and property damage for other boats, boaters and Crosswinds from damage by your boat. This proof of insurance is to be updated and kept on file with the Marina Manager by the start of each boating season.
(b.) When a boat slip is leased, the lessee must be required to carry a minimum of \$500 thousand property damage and public liability on their boat and also to show Crosswinds Marina as an "additionally insured" directly on their policy. The lessee must provide this proof of insurance prior to occupying the boat slip.
(c) *New - September 8, 2007* New slip owners and lessees must have a personal meeting with the Marina Manager or a member of the Board of Directors prior to utilizing the slip to review the Regulations document and transfer proper documentation.
22. In case of emergency, Crosswinds employees, owners or management may board your boat. This will only be done in an effort to protect your vessel or that of others from damage or if there is a personal injury or sickness situation which you are not able to care for. By purchasing or renting in Crosswinds Condominium Marina you are granting this permission.
23. *Revised -September 8, 2007* Charter fishing **will not** be permitted without the prior approval of your sales documents.
24. The use of freezers by boat owners (other than on their boats) will be allowed on the property. However, freezers are to be located next to the bathhouse and must be screened from view. Owners must apply to the Board for a variance to have a freezer and the owner will be charged for power usage based on information from Consumers Power Company on the average cost estimate on a per day usage for freezers used outside.
25. Excessive noise from radios, TV's, tape, or CD players will not be permitted.
26. State law prohibits and marina safety dictates that no fire work of any kind fired off within the Marina premises.
27. If a slip owner desires to permit a non-owner to use their slip they must inform the marina Manager, in writing, prior to the event.
28. No boat will be moored in a slip whose manufactures listed L.O.A. exceeds the designated length of the slip.
29. Crosswinds is not a public marina, it is private property. The Board of Directors of Crosswinds Marina want you to enjoy your stay, however we reserve the right to make all decisions not covered by this publication.

30. All owners shall comply with Federal and State laws including but not limited to those pertaining to licensing of watercraft and to the operation of watercraft. All vessels shall observe the rules of the road and carry such lights and other equipment as are prescribed by the statute or regulation of the Federal or State Governments.

31. If a slip in our marina is rented or leased, **all** marina use privileges fall to the tenant.

32. (Revised August 08, 2008) Dock Boxes should be **white** in color and made of standard **marine fiberglass** material. The size is not to exceed 52" long x 32" wide x 32" high.

33. *New - May 7, 2004* No "key holing" will be allowed. For this purpose, "key holing" is defined as a group of individuals joining together for the express purpose of the group, as a whole, purchasing or leasing a single boat slip/Crosswinds Marina Condominium unit so that each individual group member, or their representative, can have full access and use of Crosswinds Marina Condominium facilities including; parking lot, fish cleaning station and bathhouse, without each of the said members purchasing or leasing their own individual boat slip/marina condominium unit.

34. (Revised Aug 08, 2008) All boat/boat trailer storage privileges on the Marina property is for the Marina owners /leases only. No other trailer storage is allowed.

35. *New - September 8, 2007* During the boating season, boat trailers stored in the Marina parking lot (not to exceed 30ft. in length) may be stored on the west side of our parking lot. Each trailer must be insured, properly labeled with slip number near the tongue of the trailer and be in roadworthy condition. Only one (1) trailer parking space allowed per slip on a first come basis. During the boating season, small boats on trailers are not to exceed 19ft. in length and 48 inches in height. Boats /trailers are not to extend west beyond the payment.

36. (Revised August 08, 2008) Winter storage, any boat stored in the Marina lot during the winter must be stored at the **North** end next to the fish cleaning station. Outlets have been provided at the fish cleaning station for your convenience. Items stored with the boat must be **on** the boat. All stands and blocking materials used for boat storage must be removed when the boat is moved. Do not store in the parking lot.