



Co-Owners Association, Inc.

2024 Rules & Regulations

Approved 02.26.2024 LYH Board

Introduction:

LYH is a relatively small and private facility and we have no desire for unreasonable rules which will produce regimentation or a burden on the individual boat owners. The rules are simply intended to assist all in assuring a pleasant marina environment, and we do expect them to be followed by co-owners, renters, guest and marina staff as listed below.

Contacting LYH:

Please contact the appropriate person as shown below regarding questions, requests, concerns, suggestions, or ideas. Maintenance request forms are available in the Clubhouse. Please completely fill the request onto the provided cards and drop into the "Maintenance Box".

Mail: LYH-YC

1200 Lakeshore Drive
Muskegon, MI 49441

LYH – Dockmaster/Facility Manager

- Nathan Wiles – Harbormaster
231-726-5770 lyhharbormaster@gmail.com

Hours of Operation– mid-April to mid-October

Current Staff hours will be posted on the Harbormaster's office, in the announcements, in the Clubhouse and on the LYH website.

LYH – Board of Directors

- Gary Swindlehurst – President gswind.lyh@gmail.com
- Larry Ross - Treasurer lross83@gmail.com
- Margo Johnson - Vice Treasurer margosodini1956@gmail.com
- Gary Teat – Secretary gsteat@hotmail.com
- Dan Gavinski – Director lyh.dan@gmail.com
- Jack Wolf – YC Commodore jack.l.wolf@comcast.net
- Brian Tuttle - Director Brian.Tuttle@dematic.com
- Jeff Smithwick - Director smithwickfamily@gmail.com
- Jo-Ann Bice - Director joannbice.lyh@gmail.com

General Rules:

- 1) General Appearance - Each boat co-owner shall keep their boat in a good state of repair and cleanliness and shall not sweep or throw dirt, rubbish, or other material into the basin. No mops, cloths, towels, or garments are to be hung on the adjacent finger pier or other common areas of the harbor.
- 2) Excessive Noise - Boat owners shall not make or permit any disturbing noises within the condominium property that will interfere with the rights or comfort of others.
- 3) Idling of Engines - Engines are not to be idled for excessive periods within the condominium property.
- 4) Halyard Noise - Sailors are asked to maintain sufficient tension on halyards to avoid unnecessary clanging.
- 5) Slip Occupancy - Slips shall not be occupied by more than one boat with the exception of one (1) of the following auxiliary vessels: PWC, dinghies and prams. Auxiliary vessels must be stored either in front or rear of your primary vessel. Both cannot exceed overall (LOA) restriction set forth in Rule 6.
- 6) Boat Size Limits - No slips shall be occupied by a boat in excess of the following size limits. Maximum Length-Over-All (LOA) includes: Swim platforms, bow pulpits, or any other fore/aft extension:

LOA 45 feet: Slips 1 through 10 and 44 through 59

LOA 48 feet: Slips 60 & 61

LOA 50 feet: Slips 11 through 43

LOA 60 feet: Slips 62 through 63

- 7) Sidewalk Usage - Sidewalks, docks, and other walkways shall not be obstructed or used for any purpose other than access to and from the slips. No roller-skating, skateboarding, scooters, or cycling will be permitted in these areas.
- 8) Common Area Storage - There shall be no storage of any materials on the docks, finger piers, or other common areas except in the standard dock boxes provided for such storage.
- 9) Swimming and Fishing - For safety reasons there will be no swimming or diving from boats, piers, or docks. Fishing off docks and boats is acceptable with discretion. Fishing is allowed off the finger pier you occupy and in the public areas near the clubhouse and the gazebo. Fishing on any other finger pier will require the permission of the occupant of that slip.
- 10) Watercraft on the beach - Jet skis and other similar watercraft, including sailboards, paddleboards, wet sailers and other small boats shall be kept for the day's use at the northeast end of the beach area. The board request limiting time of such vessels in the basin for safety concern.

- 11) Slip Modification - Co-owners or renters shall not make any additions or modifications to the docks, finger piers or facilities without prior approval of the LYH Board. Request must be made in writing and submitted to the Board. The Board shall respond in writing within 30 days.
- 12) Insurance of Slips – Co-owners are required to provide liability and casualty insurance on their boat(s) or vehicles in the marina with a minimum liability coverage of \$500,000 and \$500,000 pollution liability for each occurrence (where required by law). Insurance certificates must be turned in to the Harbor Master within thirty (30) days of time their boat first occupies at the slip. LYH Co-owners Association assumes no responsibility for and shall not be liable for the care, protection and security of the Watercraft. Use of the Premises and other facilities of LYH Marina shall be at the sole risk of the insured. The insured hereby releases and discharges LYH and agrees to indemnify and hold LYH harmless for, from and against any and all liabilities and claims by reason of any intrusion, theft, vandalism, arson or other criminal or terrorist acts of any kind of degree on or about the Watercraft and/or Trailer whether on land or by water.
- 13) Rental of Slips– The co-owner is responsible to submit a completed LYH Rental form to the LYH Board. The form, along with proof of insurance, must be received a minimum of two weeks prior to the renter entering the marina. Failure to provide said information will result in a \$100.00 fine levied against the co-owner. It is expressly understood that the term of the rental agreement is for a period of not more than one (1) “Open Season”. DAILY, WEEKLY, MONTHLY rentals will not be honored. **Per Article VII Section 1 of the bylaws, no commercial venture is allowed as the Marina is for recreational use only.**

Co-owners who permit guests to use their slip in their absence, can advise their guests that the clubhouse is open for their use. The co-owner is financially responsible for any rule and regulation violations per the renters’ misbehavior. A Board member or the Harbor Master will distribute a copy of the current Rules and Regulations to the slip renter. Those co-owners who participate in the LYH-YC program may take advantage of short term rental for reciprocal yacht club members visiting.

- 14) Transfer of Slips – Co-owners are responsible for furnishing a copy of the (1) Buy and Sell Agreement and (2) Transfer of Ownership Form to LYH Board; approval of these documents is required before the slip transfer is formally completed. This agreement is to include selling price, terms, closing date, slip number, name, address, home, phone, work phone, e-mail address, and boat name. The LYH Board has 30 days to make a decision on transfer from the time it receives the information. Forms are located on the Lakeshore Yacht Harbour website.
- 15) Boats pull into slips bow first –Boats are to be bow into the slip unless the water level is within 4 feet or less of the dock sidewalk. Water level rule is determined by the Harbor Master and can change during the boating season.

- 16) Late Fees – Maintenance Fees & Assessment Fees (Will be enforced with no exceptions) • An extra fee of \$25 per month will be added to all Late Payments. A late payment is defined as a fee or fine not paid within 30 days of due date.
- No boat allowed in slip or use of clubhouse if not current on fees
 - No voting rights if not current on fees
- 17) Grounds and Harbor Appearance - We ask that Members, renters and guests not litter and avoid dropping cigarette butts which create an undue cleaning burden on the staff. It is the joint responsibility of the co-owners, renters, guest and marina staff to maintain the appearance of the marina. All advertising, signs and posted materials must be placed on co-owner's or renter's boats. Any materials posted in the common areas of the marina, including docks and finger piers must have the approval from the Board.
- 18) Parking- Co-owner and guest parking will be in the areas designated by the LYH Board. The parking is for short term and vacation parking only and **not** for long term storage. Parking in the drop-off area and the vicinity of the flagpole is prohibited. Vehicles may use this area for loading and unloading only. Parking of any vehicle, trailer, motor homes etc., too large to fit in "One" single parking space, other than passenger vehicles or vans, shall not be allowed in any parking area.

Small Craft Trailer Parking - The South end of the marina parking lot can be used for small watercraft parking under the following conditions:

- A. This area is not to be used for summer storage of your personal watercraft or utility trailer unless prior approval by the Board.
- B. Watercraft placed in this area must be part of your summer activities.
- C. All watercraft placed in this area must be registered with the harbor master along with proof of insurance at time it is brought in.
- D. The Board reserves the right to request removal of any watercraft or trailer not in compliance with the requested conditions set above or any unforeseen issues that may come up.
- E. No trailers may be left down by the fuel dock unless it has been registered with the Harbormaster and is labeled with the owner's name and slip number. The Harbormaster will assign an area to park your trailer.
- F. ANY TRAILER THAT IS NOT PROPERLY IDENTIFIED MAY BE TOWED AT OWNERS EXPENSE.
- G. All trailers must have a dolly on the front and be light enough for the marina staff to move around easily.

- 19) Smoking - The clubhouse is a non-smoking building. Smokers are to avoid throwing cigarette butts on the ground anywhere in the marina. That includes in the water.

20) Clubhouse Usage – The clubhouse is for the convenience and pleasure of everyone so please observe the following:

♣ During the day, TV & Dish is left on the Weather Channel when you complete your viewing. The last member in the evening can turn the TV off. Parents are responsible for children, and sound levels. Please be considerate of other members by sharing equally.

♣ Dishes, utensils, towels, paper goods, etc. shall not be removed from the clubhouse as they are there for everyone's use.

♣ Supplies in the closet are intended for special events at LYH and not for everyday use by the members. The staff will make sure enough selected supplies are made available. ♣ Please keep freezer and refrigerator clean of spills. Any food stuffs the Members place in the fridge or Freezer should be clearly labeled with the name of the person to whom it belongs. Unmarked food will be removed from the refrigerator and freezer weekly. ♣ The user shall always leave the clubhouse and kitchen clean.

♣ No pets are allowed in the clubhouse.

21) Slip and Electricity Usage - Dues paid each year are for slip, water and power usage by the co- owner during the LYH Marina's season only, which is mid-April thru mid-October.

22) Scheduled Use of the Clubhouse - The Association intends to make maximum availability of these facilities for the scheduling of events to the co-owners. Scheduled use of the clubhouse is limited to co-owners and prohibited on WEEKENDS and HOLIDAYS between MEMORIAL DAY weekend and LABOR DAY. Co-owners desiring use of the clubhouse facilities for formal or informal gatherings during weekdays are to fill out a reservation form (available from Harbormaster and on the LYH website). Send the completed form to the Harbormaster. Clubhouse reservations, however, do not provide exclusive use of the facility. The clubhouse and kitchen are always open regardless of reservations. The user must leave the clubhouse and kitchen clean. Failure to clean up satisfactorily will result in a cleaning charged to the co-owner. Unauthorized use of the Clubhouse - The use of the clubhouse for private functions is not allowed Friday through Sunday from Memorial Day to Labor Day. The definition of private functions includes but is not limited to; bridal or baby showers, graduation parties, receptions or wakes. This will also include any non-marina sponsored event. Any co-owner (or renter) violating the rule will be assessed a fee of One Thousand dollars (\$1000.00) for the first offense. This fee will be in addition to any cleaning fee that may also be assessed.

23) Children - It is expected that children will be under the supervision of adults and that the staff will not be put in the position of acting as babysitters in the absence of adults. It is expected that children under the age 12 will be under the direct supervision of adults

at all times. Children, while in close proximity to the basin, are encouraged to wear a life jacket.

24) Marina Guests - Co-owners are issued two (2) gate cards and can purchase extra cards to accommodate guests or crew not coming or going with the Co-owners party. Co-owners are responsible to collect them directly after visiting.

- Co-owners are asked to inform the Staff of guests coming by land other than accompanying the Member. This is meant for the purpose of ensuring both hospitality and security.
- Co-owners expecting arrival of guests by water are asked to inform the Staff of names of guests and the name of their boat to ensure proper greeting. All temporary slip assignments will be made by the staff on duty.
- Co-owners should provide the staff on duty with names of guests, crew and other people who have boarding privileges in the co-owners absence. Such as maintenance personal or potential buyers viewing slips and boats for sale.
- Co-owners are asked to please meet guests or give a card to guests who will be arriving. Entry to marina by climbing over/under the security fencing/gate is strictly prohibited. Persons who commit this breach of security and safety is liable for sanctions as may be levied by the Board of Directors.

25) Security - Each co-owner is provided with two admission cards at the time of purchase, which provides access to the main gate as well as the clubhouse. These two cards are provided at no charge. Co-owner wanting more than two cards, or owners needing to replace lost or stolen cards may do so by purchasing these cards at a price of \$10 each. Each owner is to provide "Renters" with cards at the beginning of the season.

Non-Owners and vendors may obtain cards to the gate only, for a deposit of \$15 each. To receive a deposit refund, all rental cards are to be turned in by the end of the boating season (October 16). Any cards not turned in by that time will forfeit their deposit. Any renter, who subsequently purchases a slip, will have his deposits adjusted to that of an owner. All rental cards, except returning renters, are deactivated approximately November 1 of each year.

For emergency use, we suggest that you give a duplicate boat key or listing of the combination of your boat lock to the harbormaster which will be kept in the office safe. This procedure may prevent a considerable amount of property loss or damage. If the boat owner does not supply a key or combination, the association has the right to authorize emergency entrance (normally cutting the lock). Damage to the lock, etc. in such emergency entrance will be repaired at the boat owner's expense.

26) Utility Carts - Utility carts are provided only for the convenience of the members of the 27 slips on the lakeside of the marina. Members are asked to remember that the utility carts are for the convenience of all lakeside members and for the transportation of the

equipment and gear to and from the boats only. Please return the cart to its proper location as quickly as possible after your use so other boaters may use it.

27) Pets - Household pets are an important part of many families and are welcome at LYH, within the following guidelines. We are limiting four legged pets to two (2) per vessel.

A. All pets must remain leashed at all times, attended to, and under control of a person that is physically capable of restraining them at all times when not contained in either the owner's vessel or automobile. Pets must not be left unattended onboard boats unless well contained in cabin area.

B. Owners must properly clean up behind their pets immediately.

C. All pets are required to be properly licensed and have current shots etc. as required by law.

D. No pets are allowed in the clubhouse.

E. All owners and visitors to LYH are entitled to a safe and comfortable atmosphere within our facilities. Pet owners are responsible to make certain that their pets do not make excessive noise, create a nuisance, or unsafe situation for others.

F. Pet owners do, by bringing any animal to Lakeshore Yacht Harbour, indemnify and hold harmless LYH, its owners and board members from any issues arising from their animals.

G. The Board reserves the right to immediately bar any animal deemed unsafe or unsuitable.

H. Common sense and courtesy are expected regarding all pets no matter how many you have. Please leave noisy, unruly or aggressive pets elsewhere. If you leave your pet unattended on your vessel, they must be contained in a manner where noise will not be an issue.

28) Garbage/Trash and Oil - All trash must be secured in a plastic bag and deposit in the dumpster located near the storage building or the trash containers at the rear of the clubhouse. The marina has no facilities for the disposal of oil. All used oil must be removed from the marina.

29) Feeding of Seagulls, Ducks, etc. - In view of the potential for an unsightly mess, Members and guests are asked to refrain from feeding seagulls, ducks, or other animal visitors to the marina. This will require Members and guests to pay particular attention to children.

30) Cleaning of Fish - Due to the problems with insects and odor, there will be absolutely no cleaning of fish permitted within the marina.

31) Fueling and Pump-Out - Marina staff personnel duties include both fueling of boats and pump-out. Boaters are prohibited from conducting their own fueling or pump-out

operation. Boaters are specifically requested to heed standard safety regulations while the boat is in the process of fueling. Owners who have received training and approval from the Marina Manager on the proper use of the pump-out equipment can operate and provide their own pump out in the absence of marina staff. It is the specific responsibility of marina personnel to enforce these safety regulations. In the case of violations, fueling will not be started or it will be terminated immediately.

The LYH Board of Directors sets fuel prices. Non-members pay pump price for fuel. Owners will receive a 10% discount. Pump-outs are free to all Owners. Non-members pay \$10 for pump-out. (No exceptions)

No unauthorized use of dingy hoist is permitted.

- 32) Slip Occupancy - Any vessel (owner or renter) occupying a slip at LYH shall be maintained in a seaworthy condition. For the purposes of this rule, seaworthy shall mean that any sailboat shall have her masts stepped, and all vessels (sail or power) shall have their propulsion systems operable. With the exception of emergencies, no vessel shall be towed into the harbor. The Board, at its discretion, may require a demonstration of the seaworthy condition of any vessel. As Per **Article VII Section 1 of the bylaws**, the use of the marina is for recreational boating and it is expressly prohibited for any unit in the marina to be used for taking on or discharging passengers for hire, or for any public or freight carrying or for commercial fishing.

Any owner of a vessel believed to be not in compliance with this rule will be given a maximum of thirty (30) calendar days to bring said vessel into compliance. If the owner cannot or will not bring the vessel into compliance the owner of the slip will be assessed one hundred dollars (\$100.00). An additional assessment of one hundred dollars (\$100.00) will continue to be assessed at intervals of fourteen (14) calendar days until said vessel is brought into compliance or removed from the marina harbor.

- 33) Failure to Remit Fines - Any owner assessed a fine but failing to pay the fine will be subject to the following: The fines will continue to accrue including any costs for the billing of the fines. Should a lien be placed on the owner's slip all costs associated with placing of the lien will be added to the assessed fine. All assessed fines shall be paid no later than the date required for the annual fees and assessments.
- 34) Satellite Dishes - Because of the new digital transition that is taking place, the Board decided to make it a little easier for everyone to watch TV. A satellite dish is allowed on your finger pier under these guidelines:

Beach Side: If you wish to bring your own dish to the marina, you can have it set directly under your finger pier light bar for those who have boats on the beach side.

Driveway Side: For the people who have boats on the driveway side, they can be set under your finger pier light bar as well, or on the side of your piling. No dish can be mounted higher than the finger pier piling or be placed anywhere else. If you have questions or need help determining where your dish can be placed, please contact the Harbor Master before installation. If it does not meet what

the Board approved, you will be asked to take it down or place it properly. This policy will be reviewed during the course of the season.