

**Proposed Changes to the Rules & Regulations, Part I-General  
Replaces Harbor and Privates Docks, Chapter II (existing) in its entirety**

**HARBOR WATERS, MARINA AND PRIVATE DOCKS  
Chapter II  
General**

The Shelter Bay Company, owned by the Shelter Bay Community, holds the Master Lease for the Marinas and Harbor waters and must exercise due diligence to protect the marine environment and maintain safety and ease of navigation for the waters covered by the Lease. The Shelter Bay Community covenants impose restrictions on use of harbor waters. Refer to the Covenants for further information.

In case of fire or boats in danger of sinking, oil spills or other environmental emergencies: Call 911 first and then the Harbormaster and/or the Shelter Bay office.

**Harbor:**

- 2.1 No refuse or trash shall be put into or allowed to fall into harbor waters.
- 2.2 Use of the Shelter Bay Marina dumpsters is restricted to Marina lessees.
- 2.3 Vessels in Shelter Bay waters shall operate at no wake speed.
- 2.4 Sailboats with auxiliary engines must use them for primary propulsion and maneuvering in the Harbor and the Marina. Sailboats under sail, regardless of size, do not have right-of-way over other vessels.
- 2.5 Swimming in harbor waters is prohibited.
- 2.6 Children under 12 years of age are not permitted on marina docks unless wearing a PFD and under the supervision of a parent or responsible adult.
- 2.7 Boat & dock owners must report any activities which indicate involvement with illegal drugs, hazardous materials or other illegal activities by calling 911 and cooperate fully with local authorities.
- 2.8 Non-resident marina and private dock tenants, their agents and/or invitees must obtain gate cards from the Shelter Bay Community office and pay a refundable damage and gate card fee as established in the Schedule of Fees. Upon return of issued cards, the deposit will be refunded if there are no outstanding claims against it.
- 2.9 Marina tenants and private dock owners using marina parking lot, shall obtain parking passes from the Shelter Bay Community which shall be prominently displayed in the vehicles of residents and non-resident marina and private dock tenants, their agents and/or invitees while in Shelter Bay.
- 2.10 No commercial operation shall be conducted from any docks or boats in Shelter Bay waters.
- 2.11 Boats owners who use private contractors to work on their boats are jointly responsible for damage and environmental violations caused by the contractor.
- 2.12 Pets must be confined to the owner's or contractor's vehicle or leashed at all times. Pet wastes are not permitted on the docks, nor placed in or washed into harbor waters.
- 2.13 The use of gas welders, gas torches, open flame-producing equipment, and arc welders are prohibited.

- 2.14 Noisy work on any vessel or dock is limited to the hours between 7:30 am to 6:00 pm. Loud radios are not permitted.
- 2.15 No vessel may be used as a primary residence. Shelter Bay residents may obtain a liveaboard permit for a six month period from the Community Manager if the residents' home is under construction or in case of other hardship situations.
- 2.16 Use of the launching ramp is at boat owner's risk. Access is by key available at the office to residents and slip lessees.
- 2.17 Aquaculture is prohibited in Harbor waters.

Environmental Safety:

- 2.18 Any vessel moored in harbor waters must be in safe operable condition and comply with all Environmental Protection requirements as set forth by the Swinomish Tribe, Skagit County and Federal governments.
- 2.19 Discharging untreated sewage into Harbor waters from any source at any time is prohibited. Vessels, regardless of size, which have enclosed cabins and berthing accommodations, must have a Marine Sanitation Device (MSD) which meets US Coast Guard regulations.
- 2.20 Boat owners and renters must ensure that holding tanks and portable toilet wastes receive legal disposal. Sewage discharge into the harbor is prohibited. Violations will subject owners to fines and other penalties.
- 2.21 No oil shall be allowed to fall into Harbor waters. Environmental laws require that all lubricating oil must be disposed of in a safe manner. Marina tenants and private dock owners and their tenants may dispose of waste oil in the waste oil tank locate near the marina restroom. (Access is by key available at the office during office hours.) All related containers and materials must be disposed of properly.
- 2.22 Used antifreeze and engine coolants must be taken to an approved facility for proper disposal as a hazardous waste. (Location to be written in this space in the Shelter Bay Directory.)
- 2.23 Any repair or maintenance which causes debris or other material to fall into the water is prohibited. Sanding or grinding dust must be confined to the vessel and not allowed to fall into the water. Exterior spray painting is not allowed.

Vessels:

- 2.24 All vessels must display the owner's name, address, and phone number on the dock side of the vessel, for owner contact in an emergency. If the owner will be away for an extended period then the card must show a local contact who can deal with emergencies or authorize emergency action.
- 2.25 Boats must be moored securely for minimum movement in the slip. Mooring lines must be tied to secure dock cleats and must be sized for adequate strength in bad weather.
- 2.26 Vessels and dinghies shall be moored or rafted so as to not impede the entrance or exit of other vessels to their slips or docks.
- 2.27 Refueling of vessels by hoses from any onshore source is prohibited.
- 2.28 Gasoline and other petroleum products, explosive, incendiary and hazardous materials may not be permanently stored on docks.
- 2.29 Tarps must be well fastened so as not to become a hazard. Shrink wrapping an entire vessel is discouraged.

### **Marina**

2.30 The Marina is owned and operated by Shelter Bay Company. For more detailed information refer to the Shelter Bay Company Marina Policies and Rules & Regulations, a copy of which is available in the business office. All marina lessees and private dock owners will be provided a copy.

### **Private Docks**

- 2.31 Major modification to or installation of private docks must have a permit and approval before starting construction.
- 2.32 Minor repairs and maintenance may be performed by the owner as long as the work does not impose an environmental hazard.
- 2.33 Dock owners and their tenants must be able to provide proof of general liability insurance coverage.
- 2.34 When an owner rents his dock, the owner shall use the Dock Rental Agreement form and provide the Shelter Bay office with a copy and proof of insurance within 10 days.
- 2.35 Owners will obtain and provide parking passes for lessees/renters to use the marina parking lot.
- 2.36 Owners and renters will ensure that holding tank and portable toilet wastes receive legal disposal. Sewage discharge into the harbor is prohibited and violations may subject both the renter and dock owner to fines and other penalties.
- 2.37 If a vessel becomes derelict or a renters action are in violation of Shelter Bay Rules and Regulations, Covenants and other regulations, the dock owner will be required to terminate the rental agreement.