

# **WHITTIER MARINA CONDOMINIUM ASSOCIATION, INC.**

## **LEASING GUIDELINES**

The following leasing guidelines have been prepared for Members of the Whittier Marina Condominium Association, Inc. ("WMCA" or the "Association") for the lease of a Member's slip to a third party. The Association possesses the authority to establish these leasing guidelines under the Association's Declaration (Article VII and VIII) and its Bylaws (Article IV).

1. Lease of Slip by Owner.

A Member of WMCA may lease his or her slip to a third party. Any such lease shall comply with these guidelines and other applicable governing documents of the Association including, but not limited to, the WMCA Declaration and the Cliffside Marina Rules and Regulations. The WMCA Declaration and Cliffside Marina Rules and Regulations may be viewed and copied at the Association's website, [www.cliffsidemarina.com](http://www.cliffsidemarina.com). A current copy of the Cliffside Marina Rules and Regulations may also be obtained from the Cliffside Marina Whittier manager.

2. Use Restrictions.

Article VII of the WMCA Declaration limits the use and leasing of Cliffside Marina as follows:

a. Generally. Subject to the Special Declarant Rights reserved under Article II of this Declaration, each Unit is restricted to the berthing and maintenance of a single vessel, including commercial pursuits not requiring year round or substantial visits from the public or unreasonable levels of trash, utility consumption or dock storage. However, it is acknowledged that Unit Owners may conduct fishing or bareboat charter operations, and commercial carriage of passengers, subject only to the Rules and Regulations established by the Association to govern improper or unreasonable impacts of such uses on other Unit Owners.

b. Residential Use Prohibited. The use of a Unit for residential purposes is prohibited. However, an Owner, or Owner's guest, may sleep aboard a vessel docked at a Unit for a period not to exceed thirty (30) consecutive days. This restriction shall also be governed by the Rules and Regulations.

c. Special Circumstances for End Units and Day Cruise Units. If two adjoining End Units are owned by the same Owner, the End Units may be used for one or two vessels and one of the vessels may extend over the common boundary of the adjoining End Units. Further, the Owners of the Day Cruise Units may conduct high-traffic commercial passenger operations.

d. Sale of Fuel. No Person shall be permitted to sell fuel within the Common Interest Community without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Association shall require such operations to comply with all laws, rules and regulations established by governmental authority for such operations and require a Person selling fuel to provide adequate insurance coverage and to indemnify the Association and the Unit Owners for any liability resulting from fuel spills, leaks, or releases related to such Person's operations.

e. A Unit may not be conveyed pursuant to a time-sharing plan, and no other fractional ownership of a Unit is authorized, except for a tenancy by the entirety or a tenancy in common.

f. A Unit may be leased or rented for any term. However, all leases and rental agreements shall be in writing and made subject to the requirements of this Declaration and the Rules and Regulations. A copy of all leases and rental agreements shall be given to the Association. All leases of a Unit shall include a provision that the tenant recognizes the Association as landlord, but solely for the purpose of the Association having power to enforce a violation of the provisions of the Documents against the tenant. The Association shall first give the Unit Owner notice of its intent to so enforce and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

g. The vessel size must comply with size and use restrictions particular to each Unit as set out in Exhibit "A", Vessel Size Restrictions.

#### 4. Private Leasing Guidelines

(a) For the convenience of its Members, WMCA has prepared a form Slip Lease Agreement. If a Slip Owner chooses to use an alternate form, WMCA Management must approve the terms and conditions in advance to ensure compliance with these leasing guidelines and ensure the alternate form includes a statement that the lease and all uses of the Marina are subject to the Association's Declaration, By-Laws, and Rules and Regulations.

(b) All leases must provide:

1. Tenant/Lessee's vessel name and registration number.
2. Tenant/Lessee's vessel specifications, to include: Manufacture, Model, Year, LOA and Width.
3. Slip Owner's contact information. \*\*
4. Tenant/Lessee's contact information. \*\*

5. Person (s) responsible for “boat watch” contact information. \*\*

\*\*At a minimum, contact information shall consist of name, address, day and evening telephone.

(c) Tenant/Lessee must furnish proof of marine liability insurance, naming Whittier Marina Condominium Association, Inc. as an additional insured.

(d) Lease agreements must include the following provision for indemnity of the Association:

Tenant covenants to exercise due care in occupation of the Unit and to vacate the Unit in good condition, wear and tear occasioned by normal use only excepted. The Owner, Association, and their members, officers, directors, employees and affiliates shall not be responsible for loss or damage to Tenant’s vessel or any personal property or equipment left on Tenant’s vessel.

Tenant acknowledges that he or she has inspected the Unit, takes the Unit “as is” and is satisfied that it is adequate for safe mooring of his or her vessel. Tenant is fully responsible for vessel safety, maintenance, upkeep and compliance with Coast Guard regulations and other applicable laws. This Agreement is not a bailment of the Tenant’s vessel but a lease of slip space. The Owner, Association and their members, officers, directors, employees and affiliates have not liabilities, responsibilities or obligations regarding Tenant’s vessel. The Owner, Association Management, officers, directors, employees and affiliates reserves the right to remove the vessel from the Unit whenever they deem it necessary for safety or maintenance, but they assume no responsibility for tending mooring lines or for moving vessels from the slip to which they are assigned, even in the event of severe or dangerous conditions.

(e) Lease agreements must include a statement confirming that the Slip Owner(s) will be held responsible for any violations of the Association’s Declaration, Marina Rules and Regulations occurring at their slip(s), whether present or not, and has liability for regular Assessments (dues) and any Special Assessments brought about by any violation. Slip Owner(s) are not responsible for civil law violation(s) committed by a Tenant.

(f) Slip Owner(s) must furnish a signed copy of the lease agreement to the Marina Management (Officer) at least ten (10) days prior to occupancy.

(g) Subleasing and assignment are prohibited.

I have reviewed these guidelines, received all attachments and agree to abide by the restrictions provided herein.

UNIT OWNER:

\_\_\_\_\_ Dated: \_\_\_\_\_

Signature

Exhibit "A"

**Vessel Size Restrictions – per WMCA Declaration Section 2.6.2**

1. Floats J and K; maximum vessel LOA (shadow) is 40 feet.
2. Floats L; maximum vessel LOA (shadow) is 50 feet.
3. Float M, slips 1-11; maximum vessel LOA (shadow) is 50 feet.
4. Float M, slips 12-21; maximum vessel LOA (shadow) is 60 feet.
5. Float J, slips 13 and 14 (T-fingers); combined for a single vessel, maximum LOA (shadow) is 90 feet.
6. Float L, slips 11 and 12 (T-fingers); combined for a single vessel, maximum LOA (shadow) is 110 feet.
7. The end fingers (T-Floats) may moor one vessel per finger.
8. Restrictions, vessel length: Vessels will not extend beyond the respective finger length by the following:

Nine (9) feet for 60 foot slips (56 feet actual finger length)  
Eight (7) feet for 50 foot slips (46 feet actual finger length)  
Seven (6) feet for 40 foot slips (36 feet actual finger length)

**Note:** Purpose and intent of item 10 is to recognize that vessels moored stern-in will lose available footage due to the triangular shape (structure) at the base of each finger. If this “allowable” over-hang proves problematic for fairway between floats or we did not allow enough clearance for swim platforms, the Board of Directors will re-address this issue.