
Lido Park Place Condominium Association Marina

Instructions for Slip Rentals

The Lido Park Place Marina is owned and operated by Lido Park Place Condominium Association (the "Association"). The Association allows resident owners and non-owners to moor boats to the slips at the marina pursuant to a Mooring Agreement and related Marina Rules and Regulations. Resident owners have priority over non-owners for slip availability and wait lists. All parties interested in using the Marina (resident owners and non-owners) must fulfill the requirements listed below.

The following instructions are to help you submit an application for consideration of mooring a boat to a slip at the marina.

If a slip is available:

1. Review the terms and conditions of the Mooring Agreement and Marina Rules and Regulations
2. Fill out, date and sign the Application and Mooring Agreement.
3. Return copies of the completed documents listed below via email to: marina@lidoparkplace.com

Completed Documents Required to be Returned Via Email include the following:

- Application
 - Mooring Agreement
 - Current Registration of boat
 - Current Photo of boat
 - Insurance Certificate naming the Association as additional insured as shown below:
Lido Park Place Condominium Association
c/o Boyd Property Management
25422 Trabuco Road, Suite #105-537
Lake Forest, CA 92630
4. **Return All the Above Originals Along with Two Checks made out to Lido Park Place Condominium Association as follows:**
 - One check in an amount equal to the first month's rent, plus
 - One check as a deposit equal to the amount of the first month's rent
 - Issue two separate checks and do not combine the payments in one check
 - Mail all originals of all documents listed above along with both checks to:
Lido Park Place Condominium Association
c/o Boyd Property Management
25422 Trabuco Road, Suite #105-537
Lake Forest, CA 92630

Please Read This Carefully. The marina is owned by and adjacent to private residences. There are strict rules and regulations pertaining to the use of and access to docks and common areas. Essentially, the use of the marina is strictly limited to mooring a boat and not for having gatherings, parties or any activities that are noisy or in plain view of the resident owners. Please review the Marina Rules and Regulations and Mooring Agreement carefully.

There is no assigned or visitor parking available to non-owners. Street parking is available, and most parking spaces are metered, or an annual pass may be purchased from the City of Newport Beach. Additionally, there are no common area rest rooms on the property.

No slips are held without receipt of all the above documentation and payments. Additionally, no slips are assigned until approved in writing by the Association. If have any questions or require additional information, please contact marina@lidoparkplace.com.

Thank you.

The Board of Directors,
Lido Park Place Condominium Association

Lido Park Place Condominium Association
Marina Slip/Side-Tie Rental Application

Date: _____

Name: _____

Mailing Address: _____

Phone Numbers **Residence** _____ **Mobile** _____

Business _____ **Fax** _____

Email _____

Vessel Information

Vessel Name: _____

CF or Documentation Number: _____ **Builder:** _____

Model Name/Number: _____ Power or Sail

Type: _____ **Flybridge** Yes or No **Year Built:** _____
Sport Cruiser, Express, Sport Fisher, Motorsailer, Sloop, Etc.

Total Length Overall: _____ **Beam:** _____ / _____ **Draft:** _____
Including Anchor, Swim Steps, Etc. At Water Line At Coaming Sailboats Only

Insurance Carrier/Agent Name/Phone: _____

Insurance Policy No.: _____

Note: Copy of insurance will be required prior to start of rental period naming Lido Park Place Condo Assn. as additional insured

Signature of Applicant: _____

Deposit Check Number: _____ **Deposit Check Amount:** \$ _____

LIDO PARK PLACE CONDOMINIUM ASSOCIATION

MOORING AGREEMENT

THIS MOORING AGREEMENT ("Agreement") is entered into by and between LIDO PARK PLACE CONDOMINIUM ASSOCIATION, a California Nonprofit Mutual Benefit Corporation ("ASSOCIATION") and

_____ who resides at _____
Print Name Street Address
_____ ("LESSEE").
City State Zip Code

ASSOCIATION and LESSEE may be hereinafter individually referred to as a Party and collectively as the Parties.

PREAMBLE

- A. The ASSOCIATION is an association of homeowners commonly known as Lido Park Place located in Newport Beach, California.
B. ASSOCIATION has a license from the City of Newport Beach to operate and maintain a marina for boats in Newport Beach ("Marina"), which ASSOCIATION operates and maintains for use by owners of condominiums in the Lido Park community ("Community") and other lessees.
C. ASSOCIATION has formally adopted certain rules and regulations pertaining to boats moored at the Marina and the use of the docks by a Lessee or user of the docks, which is more specifically described in Exhibit "B" Marina Rules and Regulations attached hereto and incorporated by reference.
D. LESSEE owns a boat, which is more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference ("Boat"), and desires to moor said Boat in the Marina.
E. ASSOCIATION desires to enter into this Agreement with LESSEE, and authorizes LESSEE to moor LESSEE'S Boat in Slip No. _____ ("Slip") located in the Marina, subject to the terms and conditions set forth herein. The definition of "Slip" for purposes of this Agreement shall include side ties.

NOW, THEREFORE, the Parties hereby agree as follows:

1. TERM OF AGREEMENT.

This Agreement shall commence on _____, 20____, and continue thereafter on a month-to-month basis, until terminated pursuant to the terms of this Agreement.

2. MOORING FEE.

LESSEE shall pay ASSOCIATION a monthly fee of [\$ per current rate schedule], which is based upon the greater of the length of the assigned Slip or the adjusted length overall of the vessel multiplied by the current fee charged per foot ("Mooring Fee"), which shall be due and payable on the first day of each month, to moor LESSEE'S Boat in the Marina. A late fee of ten percent (10%) of the monthly Mooring Fee shall begin to accrue if the Mooring Fee is not received by ASSOCIATION on the third day of the month in which it is due. All late fees shall be paid by LESSEE on the first day of the month following the month for which the late fee has accrued. ASSOCIATION reserves the right to increase the monthly Mooring Fee at any time, upon thirty (30) days written notice to LESSEE.

3. DEPOSIT ON ACCOUNT.

In addition to the monthly mooring fee, LESSEE shall pay ASSOCIATION a one-time sum equal to one month's Mooring Fee ("Deposit"). The Deposit shall be due and payable to ASSOCIATION upon execution of this Agreement. The Deposit, less any amounts due ASSOCIATION including, but not limited to, outstanding Mooring Fees, late fees or other fees and costs levied or incurred by ASSOCIATION, shall be returned to LESSEE within thirty (30) days of termination of this Agreement and vacating of Slip. The Deposit shall not accrue interest.

4. USE OF SLIP.

- (a) LESSEE'S use of the Slip shall be for the sole purpose of mooring LESSEE'S Boat and for no other purpose.
(b) LESSEE agrees that the Boat shall not be used at any time as a residence for any person.
(c) Boats in slips 1-14 shall not exceed the length allowed by the City of Newport Beach Harbor Resources Division.
(d) No waste matter from sinks, toilets, marine heads, holding tanks, bilges or any other receptacles shall be discharged into the waters of the Marina or in Newport Harbor. If the Boat is equipped with a toilet, marine head, or any other permanent or temporary receptacle for human waste, then the Boat shall be equipped with a holding tank designed to retain such waste and deposited in such receptacle until such time as the waste can be discharged into a sanitary sewer system or otherwise discharged in accordance with the law. LESSEE agrees to allow ASSOCIATION to inspect LESSEE'S Boat, from time to time, without prior notice from ASSOCIATION, to ensure compliance.

(e) LESSEE'S Boat shall be safely and properly secured in the Slip at all times during which the Boat is moored in the Marina, in a manner acceptable to ASSOCIATION. If, for any reason, ASSOCIATION, in its sole discretion, deems it necessary to re-secure the Boat, LESSEE agrees to allow ASSOCIATION to re-secure the Boat without prior notice to LESSEE. LESSEE agrees to promptly reimburse ASSOCIATION for all costs incurred in re-securing the Boat and to pay ASSOCIATION a reasonable service fee for re-securing the Boat. Under no circumstances is ASSOCIATION responsible for the safety or security of the Boat, due to ASSOCIATION'S decision to re-secure or to not re-secure the Boat.

(f) ASSOCIATION reserves the right to move or require LESSEE to move the Boat from the Slip to another slip in the Marina for any reason at any time, and LESSEE hereby consents to this provision and authorizes ASSOCIATION to board the Boat for said purpose. ASSOCIATION, its directors, officers, and agents shall not be liable for any loss or damage to the Boat as a result of ASSOCIATION'S movement of the Boat under this Agreement unless such damage was caused by the gross negligence or willful misconduct of ASSOCIATION.

(g) LESSEE agrees not to conduct or allow the Boat to be used for commercial purposes while moored at the Marina, without the prior written consent of ASSOCIATION.

(h) LESSEE acknowledges and agrees that ASSOCIATION does not guarantee the non-interference or non-interruption of LESSEE'S use of the Slip or the Marina caused by conditions beyond ASSOCIATION'S control, including acts of God, public authorities, other third parties, and the ASSOCIATION'S maintenance and repair of the Marina.

5. REPRESENTATIONS AND WARRANTIES.

LESSEE acknowledges that LESSEE has been given the opportunity to inspect the Slip and the Marina and, knowing the condition of same, agrees to the use of the Slip and the Marina in such condition, and that no representations or warranties as to the condition of the Slip and the Marina have been made by ASSOCIATION to LESSEE. LESSEE acknowledges and agrees that this Agreement is for the use of the Slip only, and that such use is at the LESSEE'S sole risk. ASSOCIATION shall not be liable for the care of or damage to LESSEE'S Boat moored in the Slip or for any other loss or damage whatsoever and however occasioned by LESSEE relating thereto, including damage or loss caused by power surges or failures. LESSEE acknowledges and agrees that LESSEE and LESSEE'S family members', guests', and other invitees' use of the Boat, Slip and the Marina is at their own risk and ASSOCIATION shall not be responsible for any injury or damage incurred or otherwise suffered by such persons as a result of such use.

6. MAINTENANCE AND REPAIR.

(a) LESSEE shall be responsible for the maintenance, repair and restoration of the Slip reasonably related to any damage or destruction thereto, caused by any act or omission of LESSEE, his or her agents, employees, family members, guests, or other invitees.

(b) LESSEE agrees that any electrical service taken from a common outlet to LESSEE'S Boat shall be properly connected by LESSEE so as to prevent any damage or injury to the Slip, Boat, persons, docks, other boats, or the Marina. However, ASSOCIATION does not warrant that such electrical or other utility service shall be available for use by LESSEE during the term of this Agreement.

(c) LESSEE shall not store any small boats, dinghies, skiffs, bait tanks, boat gear, power lines, water hoses, or other equipment or personal property on or about the docks or Slip and surrounding area, while not in use. LESSEE shall maintain the Slip, including the adjacent docks and gangways, in a neat, clean and orderly condition, free and clear of such items, other than power lines and water hoses during use.

(d) No wheels, fenders, rubbing strips or other cushioning devices may be attached to the Slip or dock for the purpose of protecting the Boat without the prior written approval of ASSOCIATION.

(e) No flammable, combustible or other hazardous material shall be kept or maintained at the Slip or on any of the docks in the Marina at any time for any reason. LESSEE agrees to immediately report any unsafe condition in or about the Marina, or any condition LESSEE believes to be hazardous, to the ASSOCIATION.

(f) LESSEE shall maintain LESSEE'S Boat in shipshape condition at all times. Failure to maintain the Boat in shipshape condition and as per the guidelines set forth in the Marina Rules & Regulations is grounds for termination of this Agreement.

7. INSURANCE.

LESSEE, occupying slips 1 through 14, shall obtain and maintain, throughout the term of this Agreement and at LESSEE'S expense, a comprehensive general liability insurance policy with a minimum of \$100,000 for property damage per occurrence, \$1,000,000 for bodily injury or death per occurrence. LESSEE shall provide ASSOCIATION with a certificate of insurance evidencing such coverage and shall cause ASSOCIATION to be named as an additional insured on the general liability insurance policy. LESSEE, occupying slips other than 1 through 14, shall obtain and maintain, throughout the term of this Agreement and at LESSEE'S expense, a comprehensive general liability insurance policy with a minimum of \$100,000 for property damage per occurrence, \$500,000 for bodily injury or death per occurrence. LESSEE shall provide ASSOCIATION with a certificate of insurance evidencing such coverage and shall cause ASSOCIATION to be named as an additional insured on the general liability insurance policy. The certificate of insurance shall provide that ASSOCIATION will be given at least thirty (30) days written notice of any change or cancellation in coverage. LESSEE'S insurance carrier, agent's name and address, and policy number shall be set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

LESSEE'S obligations under this Agreement.

8. MARINA RULES AND REGULATIONS.

LESSEE'S use of the Slip and the Marina shall be governed by Marina Rules and Regulations ("Marina Rules"), a copy of which has been provided to LESSEE. LESSEE hereby acknowledges receipt of the Marina Rules and agrees to abide by the terms and conditions set forth therein and as may be amended in the future. A copy of the Marina Rules is attached hereto as Exhibit "B" and is incorporated herein by

this reference. ASSOCIATION reserves the right to modify the Marina Rules at any time as it deems appropriate and ASSOCIATION shall maintain a current copy of Marina Rules on its website www.lidoparkplace.com or provide a copy of them upon request from a LESSEE. LESSEE is responsible for ensuring compliance with the Marina Rules by LESSEE'S agents, employees, family members, guests, and invitees, at all times while visiting LESSEE or occupying ASSOCIATION common areas or otherwise using the Boat, docks, Slip and/or Marina.

9. VACANCY OF SLIP.

If LESSEE vacates the Slip for thirty (30) continuous days, without prior written notice to ASSOCIATION, then LESSEE shall be deemed to have abandoned the Slip, which shall result in termination of this Agreement.

If LESSEE temporarily vacates the Slip for four (4) or more continuous days, LESSEE agrees to give ASSOCIATION notice of such temporary vacation and authorizes ASSOCIATION to place another boat in LESSEE'S Slip during such time, at the ASSOCIATION'S sole discretion.

10. COMPLIANCE WITH LAWS.

LESSEE hereby warrants, represents, and agrees that, at all times during the term of this Agreement, LESSEE shall comply with any and all applicable federal, state and local laws and regulations relating to LESSEE'S use of the Boat, Slip and Marina.

11. TERMINATION OF AGREEMENT.

This Agreement may be terminated by ASSOCIATION at any time, with or without cause or notice to LESSEE, and LESSEE may terminate this Agreement, at any time, with or without cause, upon thirty (30) days written notice to ASSOCIATION. Any notice of termination provided by LESSEE shall become effective on the later of thirty (30) days from the ASSOCIATION'S receipt of written notice, or the last day of the month following the month a written termination notice was received by the ASSOCIATION. In the event that LESSEE is a Homeowner of Lido Park Place Condominium Association and is current in all Association dues and not otherwise in violation of the governing documents, the Association may only terminate this Agreement for cause (*i.e.*, breach of the Marina Rules or this Agreement) upon seven (7) days prior written notice.

This Agreement shall terminate automatically upon the destruction of the Slip and/or Marina caused by fire, storm or other cause rendering performance by ASSOCIATION impossible.

Upon termination of this Agreement, LESSEE shall remove the Boat from the Slip and all other personal property, if any, from the Marina, and shall surrender the Slip and all keys to the Marina to ASSOCIATION and the Slip shall be in as good condition as existed at the commencement of this Agreement.

If, upon written notice of termination, LESSEE fails or refuses to vacate the Slip on the termination date, then the monthly Mooring Fee set forth in Paragraph "2" above, shall increase to triple the monthly Mooring Fee during the time LESSEE continues mooring LESSEE'S Boat in the Slip. LESSEE shall also be responsible for reimbursing ASSOCIATION for any and all attorneys' fees and costs incurred in its attempts to obtain LESSEE'S compliance with the removal of LESSEE'S Boat in connection with the termination of this Agreement.

12. ENTIRE AGREEMENT.

This Agreement is the only Agreement between the Parties with respect to the subject matter of this Agreement and any other agreements entered into by and between the Parties and any other understandings, representations or warranties between the Parties with respect to such subject matter are superseded and terminated by the execution of this Agreement by the Parties. This Agreement may be amended or modified only by a written instrument executed by both Parties.

13. SEVERABLE PROVISIONS.

The provisions of this Agreement are severable, and if any one (1) or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

14. EFFECTIVE WAIVER.

The waiver by either Party of a breach of any term, promise or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term, promise or condition. The failure by either Party to enforce any right for a period of time shall not constitute a waiver of such right or any term, promise or condition of this Agreement.

15. INDEMNIFICATION.

LESSEE agrees to indemnify, defend and hold ASSOCIATION and its employees, officers, directors and agents harmless against any and all claims, damages, losses and expenses, including, without limitation, court costs and reasonable attorney's fees (collectively "Claims") arising from the acts or omissions of LESSEE, its agents, employees, family, guests, and invitees, in the performance or nonperformance of

16. ASSIGNMENT.

Except as otherwise specifically provided in this Agreement or in the Marina Rules, neither Party may assign or otherwise transfer its rights and obligation under this Agreement without the informed, written, consent of the other Party.

17. CAPTIONS.

Captions and paragraphs in this Agreement are solely for the convenience of the Parties and shall not limit, describe or affect the substance or scope of any provision of this Agreement.

18. GOVERNING LAW AND JURISDICTION.

This Agreement shall be construed and enforced pursuant to the laws of the State of California, and the Parties agree that the jurisdiction for any legal action relating to this Agreement shall be in the County of Orange, State of California.

19. ATTORNEY'S FEES.

If the ASSOCIATION incurs attorneys' fees and costs to enforce any provision of this Agreement, the ASSOCIATION shall be entitled to reimbursement from LESSEE of such fees and costs, even if a legal action or proceeding is not initiated. If either Party brings legal action to enforce any provision of this Agreement, or to secure damages for breach, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

20. NOTICES.

Notices from ASSOCIATION to LESSEE shall be sent by regular mail to the LESSEE'S mailing address as set forth in Exhibit "A" attached hereto.

Notices from LESSEE to ASSOCIATION shall be sent by regular mail to:

LIDO PARK PLACE CONDOMINIUM ASSOCIATION
c/o BOYD PROPERTY MANAGEMENT
25422 Trabuco Road, Suite #105-537
Lake Forest, CA 92630

21. AGREEMENT CONSTRUCTION.

The Parties acknowledge and agree that this Agreement has been drafted and negotiated by both Parties and that, in the event an ambiguity arises with respect to the provisions hereof, the provisions of this Agreement shall not be construed or interpreted against either Party by virtue of its draftsmanship.

22. RIGHTS OF HOMEOWNER FOR SLIP.

If a homeowner requires a slip and the only slip available is that of a non-homeowner the ASSOCIATION will direct the removal of a non-homeowner boat. The decision on which non-homeowner boat to removed will be based upon several factors, including but not limited to, the best economic outcome for the ASSOCIATION. Selected non-homeowner will be given 2 full calendar months to vacate.

Dated: _____, 20____

LIDO PARK PLACE CONDOMINIUM ASSOCIATION, a California Nonprofit Mutual Benefit Corporation

By: _____

Its: _____

Dated: _____, 20____

LESSEE

EXHIBIT "A"

1. LESSEE:

Name: _____

Address: _____

Mailing Address (if different): _____

Residence Address (if different): _____

Phone: Residence _____ Business _____

Mobile _____

Email: Residence _____ Business _____

2. Boat:

Vessel Name: _____

CF/USCG Doc #: _____ Builder: _____

Builder's Hull No.: _____ Type: _____ Year Built: _____

Total Length Overall: _____ Beam _____ / _____ Draft: _____
(including bowsprit, swim step, pulpit, anchor, etc.) (at water line) (at top of coaming) (Sailboat only)

3. Insurance:

Insurance Carrier: _____

Insurance Agent:

Name: _____

Address: _____

Telephone: _____

Insurance Policy No.: _____

EXHIBIT B

MARINA RULES AND REGULATIONS

[SEE PAGES THAT FOLLOW]

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LIDO PARK PLACE CONDOMINIUM ASSOCIATION

MARINA RULES AND REGULATIONS

The following Rules and Regulations govern the application and assignment of slips in the Marina for the mooring of boats and the use of the slips and other Marina facilities, located in the Lido Park Place community ("Community"). The definition of "Slip" for purposes of these Rules shall include side ties.

I. Application to Moor Boat in Marina

- A. Mooring Agreement: No boat may occupy a slip in the Marina unless and until a written Mooring Agreement has been entered into and executed by the user of the slip ("Lessee") and the Lido Park Place Condominium Association ("Association") as approved by its Board of Directors (the "Board").
- B. Authorized Applicants:
1. The following persons are authorized to apply to moor a boat in the Marina:
 - a. Persons owning a unit in the Community, whether or not such persons reside in the Community ("Homeowners").
 - b. Persons that do not own a unit in the Community ("Tenants").
 2. Homeowners may moor one boat of greater than 25 feet in length in slips 1 through 14 (large size slips) and one boat of less than 25 feet in slips 15 through 39 (small size slips) at the prevailing homeowner rates. Any more than 2 boats or additional boats of either size category shall be subject to tenant Mooring rates.
 3. Only persons holding legal title to a boat, whether or not with other persons or entities, may seek to moor such boat in the Marina.
- C. Application Form and Fees:
1. Once completed, the attached application form shall be submitted to the Association's managing agent, along with the following:
 - o Current registration or ownership documentation
 - o Current picture of the boat to be moored in the Marina
 - o The application fees.
 2. The application fee is equal to the greater of \$500 or the estimated first month rental amount.
 3. The application fee shall be refunded to the applicant upon the denial of the application.
 4. Applications approved by the Board shall be followed by submission of a fully executed Mooring Agreement within 5 days along with two separate checks made payable to Lido Park Place Condominium Association as follows:
 - o One check in an amount equal to the first month Mooring fees, and
 - o One check as a deposit in an amount equal to the first month rental fees
 - o The deposit is to be held until the Mooring Agreement has been terminated and the Applicant's boat has been removed from the marina. At such any amounts owed pursuant to the Mooring Agreement will be deducted from the deposit amount on hand before the balance is returned to Applicant. At no time may any portion of the deposit be applied to any rents owed.
 - o The recipient of an approved application may request the application fee be applied to the required deposit
 5. Any refunds due to Applicant pursuant to the Application or Mooring Agreement shall be allowed thirty (30) days for processing.
 6. Current users of a slip seeking to relocate their boat to another slip of the same or different size must submit a new application, immediately upon the request of the Association. However, no application fee shall be required.
 7. An authorized applicant may apply for the use of more than one slip in the Marina. A separate application form shall be submitted for each slip and an application fee must be paid for each slip applied for.

II. Slip Assignment and Mooring Fees

- A. Slip Assignment
1. The Board shall be responsible for determining the size and class of boats to be assigned slips in the Marina based upon the criteria set forth in these Rules.

2. Boats will be assigned slips based upon the best utilization of space and to maximize revenue to the Association.
3. No boat shall occupy a slip where the beam or any part of the boat may protrude more than six inches past the edge of the dock which it is moored.
4. No power boat shall be allowed in the marina where there is a fly bridge that is excessive in height, has a high tower for fishing or is believed to obstruct the views of resident owners beyond a reasonable expectation consistent with the historic practice of the Marina.
5. The length of a boat shall be determined by the adjusted length overall (LOA), which length shall include bow sprint, bow pulpit or bow anchor, swim step, dingy or davits, outboard motor, out drive device or any other type of overhanging fixture. The LOA will be based upon the manufacturer's specified LOA (if available) for the boat and adding on additional lengths based on the adjustments as set forth herein. The Association's determination of LOA shall be in its sole discretion and shall be final.
6. Mooring fees are based upon the greater of the LOA or the stated length of the slip. The Marina stated slip lengths are as follows:
 - o Slips 1 through 14 are 40'
 - o Slips 15 through 39 are 21', except for slips shown below:
 - Slips 17, 23, 31 & 37 are 18'
 - Slip 30 is 8'
 - Slip 37A is 12'
7. The Board may set a fixed fee for some or all slips. In such event, should the LOA of a boat exceed the fixed fee, there will be an additional charge based upon the additional length of the boat. The additional charge shall be calculated on a per foot basis by dividing the fixed fee amount by the stated slip length. For example, if the fixed fee is \$1,400.00 for slips 1 through 14, then the additional monthly fee for boats with a LOA greater than 40 feet would be \$35.00 per foot (\$1,400/40).
8. Only one boat may be assigned to and occupy a slip at any time.

B. Priority of Assignment and Wait List

1. The Association or their designee shall maintain a wait list for slips applied for based upon the date the application was received, the size of the slip applied for, the type of authorized applicant (e.g., Homeowner or Tenant), and status as a current user of a slip in the Marina.
2. Slips shall be assigned, and the wait-list priority shall be based upon the order in which applications are received for the size-range of slips applied for and the type of authorized applicant. Homeowners shall be given priority of assignment and wait-listing over Tenants. Boats co-owned by a Homeowner and any non-Homeowner or entity shall be considered a Tenant boat for purposes of mooring fees, however, will be given priority of assignment provided the Homeowner's ownership in the boat is not less than 50%.
3. Priority among Homeowners shall be based upon the date the applications were received for the size of slip applied for and whether the Homeowner is a current user of a slip in the Marina. A Homeowner shall not occupy more than one slip in the Marina if another Homeowner applies for a slip or is on the wait list for a slip in the same size range and no other slips of adequate size are available.
4. Priority among Tenants shall be based among several factors, including but not limited to, the date the application was received and the size of boat that would generate the most revenue for the Association.
5. Homeowners occupying a slip who apply for a different size slip will not be given priority over other Homeowners non occupying a slip that are on the wait list for that size slip.
6. If a boat occupying a slip is sold, then the slip must be vacated pursuant to the terms of the Mooring Agreement. If the new boat owner is a Homeowner or Tenant seeking to continue mooring the boat in the Marina, then the new boat owner must apply for the slip or a different slip and is subject to all other application requirements and assignment rules set forth herein. A subsequent owner of a boat currently moored in the Marina will be provided reasonable priority of that slip assignment in order to allow the boat to remain in the slip over wait-listed applicants. However, such priority and determination shall be at the sole discretion of the Association.
7. If a Homeowner sells his or her boat, the slip must be vacated within thirty (30) days. If the Homeowner intends to purchase another boat of the same approximate size, the

Homeowner may retain the space for thirty (30) days (or more with the authorization of the Association and the slip fees must continue to be paid at the greater of the same rate paid immediately prior to the sale of the boat or at the prevailing rates at that time.

C. Mooring Fees

1. The Mooring fee specified in the Mooring Agreement shall be based upon the greater of the then-prevailing rates on a per-foot-per-month basis of the LOA (see Rule II.A.3. above for definition of LOA), or designated length of the slip.
2. The Mooring fee for Homeowners shall be at a discounted rate, which shall be less than the Mooring fee charged for Tenants. Homeowners shall be allowed to moor one boat in each of the large size slips and one boat in the small size slips at the Homeowners' discounted rate. The mooring fee for additional slips leased by a Homeowner shall be at the Tenant rate. Only Homeowners that are the sole owners of a boat may moor their boat in the Marina at the discounted Homeowner rate. If a Homeowner co-owns a boat with another person or entity, then the Tenant rates shall apply.
3. Mooring fees for Homeowners and Tenants shall be determined by the Association's Board of Directors and may be modified at any time at the Board of Directors' sole discretion.

D. Occupancy of Space

1. No boat may occupy a slip prior to the execution of a Mooring Agreement by the Applicant and the Association and payment of slip fees and deposit.
2. A slip shall be occupied by the boat assigned thereto within 30 days after execution of a Mooring Agreement. Failure to occupy the slip within such time may result in termination of the Agreement and the slip will be subject to being reassigned.
3. The Association may in the Board's discretion, authorize two (2) thirty (30) day extensions of time within which a slip must be occupied.
4. If an applicant fails to occupy a slip within the requisite time period, the application fee shall be forfeited.
5. Only the boat described in the Mooring Agreement may occupy the slip to which it is assigned. No other boats may be moored in the slip, for temporary purposes or otherwise, unless approved by the Association, its Board or its designee.
6. If a Tenant or Homeowner is going to be vacant from the slip over 7 days, the tenant must notify the Association or his/her designee of the term of absence.
7. If a Homeowner desires a slip and all slips are filled, the Board will determine if any slips are filled with Tenants and will determine which Tenant boat will be notified to vacate the slip for the benefit of the Homeowner. In making the decision which Tenant must vacate, the Board will take into consideration the tenure of the potential Tenants, the financial benefits and impacts to the Association based upon boat size removed and replaced, prior Tenant pay history, Tenant's boat condition and appearance, and other considerations as determined by the Board. The Tenant selected will be given up to the next two (2) full calendar months to vacate. The Homeowner to occupy the vacating slip must have provided all the documents required by the Mooring Agreement including deposit and first month rent prior to notification to the Tenant to vacate the slip.
8. If a Homeowner owns a boat that can only be accommodated by a certain slip in the Marina (or slips) due to the size of the boat or other considerations that may affect the safe navigation in and out of the Marina for other mariners or safety of docks and/or their intended use, then the Board will have the right to direct any other Homeowner to move their boat to another appropriate slip, provided that the new slip can accommodate the relocated boat.
9. No owner has any exclusive rights to slips regardless of future plans to buy larger boats or otherwise. The Board will provide its best efforts to accommodate Homeowner requests for specific slip locations, however, the Board shall not request Homeowner boats be moved for convenience of other Homeowners. Homeowners desiring other slip locations may submit requests that will be held as part of the wait list and is subject to the wait list provisions set forth herein.
10. If a Tenant or Homeowner is going to be vacant from the slip over 7 days the tenant must notify the Association or his/her designee of the term of absence.

E. Use of Slips by Transients

1. Transients are boat owners authorized by the Association to moor their boat(s) in slips that

may or may not be leased to other persons on a temporary basis at rates determined by the Association.

2. These Rules apply to a transient's use of a slip, as they apply to all users of slips in the Marina.

III. General Rules Governing Use of Slips and Other Marina Facilities

- A. All actions and/or decisions required under these Rules shall be made by the Association's Board of Directors.
- B. Questions concerning the use of the slips or other Marina facilities shall be directed to the Association's managing agent, who will communicate such questions to the Board or their designee, as necessary.
- C. **THE MARINA IS PRIVATELY OWNED AND IS LOCATED ADJACENT TO THE RESIDENT OWNERS OF THE COMMUNITY. THE USE OF THE DOCK IS STRICTLY LIMITED AS A LOCATION FOR MOORING A BOAT. OTHER THAN IN THE NORMAL COURSE OF DISEMBARKING OR RETURNING TO AND FROM THE MARINA, NO ACTIVITIES ARE PERMITTED AT THE MARINA OR WHILE ON A BOAT MOORED TO THE DOCKS AT THE MARINA THAT CAUSE ANY TYPE OF NUISANCE, LOUD NOISE OR AFFECT THE VIEW OF THE RESIDING OWNERS, THEIR GUESTS OR TENANTS. THE ASSOCIATION DOES NOT ALLOW GATHERINGS, PARTIES, GROUPS OF PEOPLE OF ANY SIZE HANGING OUT ON THE BOAT IN PLAIN VIEW OF OWNER CONDOMINIUMS OR NOISE OF ANY NATURE THAT CAN BE HEARD BY HOMEOWNERS OR IN ANY COMMON AREAS OF THE COMMUNITY. ANY ACTIVITY THAT WOULD BE A DISTRACTION OR NUISANCE IN ANY WAY TO THE HOMEOWNERS OF THE COMMUNITY IS STRICTLY PROHIBITED. AT NO TIME WHILE MOORED TO A SLIP MAY ANY TENANT, HOMEOWNER OR GUEST REMAIN ON A FLYBRIDGE OF ANY BOAT FOR ANY REASON OTHER THAN TO OPERATE THE BOAT IN OR OUT OF THE SLIP. THE ASSOCIATION RESERVES THE RIGHT TO TERMINATE ANY MOORING AGREEMENT WITHOUT NOTICE FOR VIOLATION OF THIS RULE. IN SUCH EVENT, NOTICE TO VACATE THE SLIP SHALL BE LIMITED TO 5 DAYS FROM THE DATE OF NOTICE OF TERMINATION OF THE MOORING AGREEMENT.**
- D. No tenders or floats of any kind may be tied off to the boat while moored to a slip for any reason.
- E. Boats shall be washed on a regular basis and maintained in good repair and appearance and in shipshape condition at all times while moored in the Marina. The Board shall determine in their sole discretion whether a boat is in shipshape condition. All open boats such as small powerboats, dinghies, inflatables and rowboats will be covered with a presentable and well-maintained boat cover. The Association by order of the Board may request improvements in the appearance of boats, which shall include but not be limited to, overall cleanliness, noticeable rust, cracks to the exterior, paint finish, condition of isinglass and canvas covers and other items affecting the appearance of the boat. Failure to keep a boat in shipshape condition shall be grounds for termination of the Mooring Agreement.
- F. All canvas, isinglass and any coverings must be kept clean and be free of rips, tears, mold and no signs of significant fading.
- G. All boats shall be properly identified with a valid "CF" number or other valid and current U.S. Coast Guard Documentation maintained on file with the Association along with the boat's name, at all times while in the Marina.
- H. No commercial sign shall be displayed on a boat in the Marina at any time without the prior written approval of the ASSOCIATION, except one "For Sale" sign may be displayed in the stern (or bay ward side) of the boat that is only visible from the water and not from any location in the Community.
- I. Skateboards, bicycles, roller skates, rollerblades, or other similar type of recreational activity is prohibited on the docks, walkways, ramps or other Marina facilities.
- J. No items or objects shall be stored on the dock except for dock steps, which must be pre-approved by the Association prior to bringing into the marina or placing on the dock. No items or objects shall be stored on the dock steps at any time.
- K. All trash shall be disposed of in trash receptacles located in and around the docks and Marina facilities. No trash or other item may be left on the docks or disposed of in the Marina waters or in Newport Harbor at any time for any reason.
- L. No dock or other Marina facility shall be modified or improved without the prior written consent of the Association. Any authorized improvements shall become the property of the Association.
- M. No major maintenance or repair may be performed at the Marina without the prior authorization of the Association. Lessees shall not use paint removers, shall not burn paint for the purpose of removal, use

110 or higher AC power tools, or use paint spraying devices on the top sides or above decks while in the Marina.

- N. No noxious, offensive, or illegal activities may be engaged in or on any boat and nothing shall be done or maintained on any boat or at the Marina which constitutes a nuisance.
- O. Pets are allowed at the Marina only when going to and from a boat and must be on a leash at all times. However, barking dogs and animals not properly trained will not be tolerated and subject the Lessee to termination of the Mooring Agreement. Lessees must clean up after their pets.
- P. Water service and electricity are the only utilities provided by the Association. There is no telephone service or sanitary/restroom facilities. Water siphons may not be used to empty bilges.
- P. All boats must be equipped with one or more automatic bilge pumps to maintain the boat in a safe condition and to prevent damage to the slips and Marina.
- Q. Lessees must annually submit a certificate of insurance naming Lido Park Place Condominium Association as additional insured. Failure to provide this insurance certificate will be grounds for immediate termination of the Mooring Agreement. In such event, the notice to vacate the slip shall be limited to 5 days from the date of notice of termination of the Mooring Agreement at the determination of the Board.
- R. Lessees of large boats in slips 1-14 shall dock their boats 'bow in' at the slips to reduce noise and engine exhaust. Application may be made to the Association with reasons why a boat cannot be moored 'bow in' for Board approval. If the Board approves docking 'stern first' into a slip, engine usage shall be minimized to no more than two minutes prior to vacating the slip. No entertainment is allowed at any time at the stern of the boat if allowed to be 'stern in'.
- S. No boat may block the fairways into the North or South Lagoon so as to impair the ingress and egress of other boats. The City of Newport Beach requires a minimum width of 14'6" available for ingress and egress at the fairway or the overall beam of a boat moored in the Marina Lagoons, whichever is greater. This minimum width of available space must be maintained at all times at the fairways.
- T. Use of shore power must be minimized. Shore power cannot be used to operate air-conditioning, electrical stoves or other cooking appliances. Shore power is to be only used to keep the batteries charged and maintain emergency or safety equipment.
- U. The Board may change these Rules & Regulations at any time without notice.

IV. Guest Dock

- A. From time-to-time the Association may designate a slip as a Guest Slip. If a Guest Slip is designated it will be for the temporary mooring of boats by Homeowners, Tenants, and/or their guests. Guest Slips may be reserved in advance and any Lessee that desires to use a Guest Slip must first obtain permission from the Association prior to allowing any occupancy of a Guest Slip. Under no circumstances may a Guest Dock or other slip not rented by a boat owner be occupied without the prior consent of the Association or the Board.
- B. Guest Slips are allowed a three-hour maximum time to remain moored to allow for other guests to use the slip, unless pre-approved in advance by the Association.
- C. Any person mooring their boat on the Guest Slip shall vacate the Marina immediately upon request by the Association.
- F. Boats moored on the Guest Slip must be safely secured at all times, with at least three (3) dock lines (a bow, stern and spring line) for boats over 25 feet and two (2) dock lines (a bow and stern line) for boats under 25 feet.
- G. The Guest Slip is not to be used for maintenance and/or repair of boats