

## **Portofino Harbour Dockominium Owners Association (PHDOA)**

### **RULES AND REGULATIONS**

#### **ATTACHMENT A**

It is the mission of the Portofino Harbour Dockominium Owners Association (PHDOA) to provide the Owners, Tenants and their guests with a safe, relaxing and fun-filled environment in which to pursue boating and related activities. To ensure safety, certain rules and regulations must be observed and enforced. Violations of these rules and regulations may be cause for eviction and/or legal action. Any tenant may be asked vacate the marina, for any reason, or no reason whatsoever at the discretion of the Portofino Harbour Dockominium Owners Association (PHDOA) Board of Directors.

#### **SAFETY AND COURTESY**

1. All Tenants, Owners and their guests are expected to conduct themselves in a manner so as not to disturb other Tenants and Owners. Intoxication and possession or use of drugs within the Marina poses a threat to the safety of all Owners and Tenants and their guests. Portofino Harbour Marina will regard such activities as a breach of contract and will vigorously support and assist appropriate authorities in prohibiting such conduct.
2. Any misconduct, theft or vandalism shall be reported immediately to the Marina Office and to the appropriate authorities.
3. Guests may occupy owners and tenant's vessels without direct supervision notwithstanding the fact that all marina guests must comply with Swimming Pools Rule #1 which states that any guest using the pool must be accompanied by an Owner or Tenant at all times, no exceptions.
4. Owners and tenants shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other owners, tenants, guests, or directed at management, its agents, its employees, or vendors.
5. No modifications, alterations or attachments to docks, piers, bulkheads, fixtures, buildings or grounds will be permitted unless approved by Marina Management. This approval must be obtained in writing and be in compliance with Article III, paragraph 3.7b of the Declaration. There are to be no attachments and/or holes of any kind on the wooden structural components of the docks and walkways including the ramps and stairs. Any holes of any kind or size will be assessed a fine of \$100 per hole.
6. All vessels operating in or near Portofino Harbour Marina are subject to provisions of the

U.S.C.G. unified Navigation Rules and at no time should a vessel cause a wake in the Marina or approach channel.

7. Swimming, diving and fishing, including crabbing and casting, are not permitted on the docks, piers or bulkheads within the Marina. Fishing is allowed in the grass area near beginning of C Dock and on the length of the wooden C Dock decking (bulkhead adjacent to the Clear Lake Channel) but not inside the marina property. The operation of bicycles, motorcycles, go-carts, roller skates or skateboards on the docks, piers and pool areas is prohibited.
8. Docks and finger piers shall be kept clear at all times of equipment and debris. Utility cables and hoses must be secure and safely routed so as not to create a hazard across docks and piers. No electrical cords or utility cords are allowed on any marina common area, stairway, ramp, grassy area or parking lot unless approved in writing by the marina office.
9. Electrical/shore power cord(s) must be kept out of the water at all times. The marina staff will remove a line if an energized shore power/electrical cord is found to be in the water and will contact you regarding your cords (1) time. If the cords continue to be found in the water, the marina reserves the right to turn off the power to the slip until the cord(s) are removed from the water and properly secured by the slip owner, tenant or responsible party.
10. Boarding stairs if left in place on the finger pier may not be wider than fifty percent (50%) of the cemented area of any finger pier. Stairs may be approved to be wider than the fifty percent (50%) mandated width only if there is no objection to the width of stairs between two vessel owners or tenants that share the use of a finger pier. No stairs of any kind are permitted to be affixed to any dock or finger pier.
11. No open fires, charcoal, propane, etc. will be permitted on docks, piers and bulkheads. BBQ grills are provided for the use of Owners and Tenants. Cooking grills mounted over the stern of vessels may be used.
12. Extreme caution should be exercised with special attention to children and adults carrying gear whose vision may be obstructed. The speed limit in the Marina is 10mph and will be strictly enforced.
13. Children under 13 years of age are not permitted in the pool area or on the docks and piers without continuous adult supervision. Infants are to wear rubber pants while in the pool. It is highly encouraged and recommended that children under 13 years of age wear an approved PFD (Personal Flotation Device) while in the marina.
14. It is strongly recommended for safety reasons, that vessels be secured to docks while

moored in the marina with docking lines of sufficient strength and durability to maintain and sustain a safe and secure affixation to the dock at all times, and in all types of wind, weather and tidal confluence conditions. Any vessel deemed to be moored in a manner that constitutes a hazard may be boarded by the Marina Management and the situation corrected at the Vessel Owner's expense. If time and circumstances permit, the Vessel Owner will be notified in advance and allowed to take corrective measures within 30 calendar days.

15. Small craft (dinghies, tenders, inflatables, etc.), shall never be moored in fairways or stored on docks, piers or bulkheads. They are to be safely and adequately secured so as not to pose a danger or threat. These may be stored in the water ahead of the vessel (next to the pier) or on the boarding side if space and safety considerations permit, however no craft shall extend into the fairway or exceed the dimensions of a slip. They must be kept free of water or covered and maintained in a sightly and seaworthy condition. Any small craft as previously defined that is not maintained in a sightly and/or seaworthy condition is subject to removal by marina personnel at the owner's expense. Any damage to a dinghy, parent vessel or other vessel is solely the responsibility of the dinghy's owner. Dinghy docks will be permitted provided they are no more than 8 ft. by 15 ft. and are designed solely for the purpose of storing a dinghy, kayak, paddleboard, jet ski, canoe or other personal watercraft. Dinghy docks may not have any structure other than that specifically designed for storage of the watercraft.
16. No vessel fueling or fuel transfer will be permitted in the Marina.
17. No explosive devices including cannons, fireworks and flares may be discharged or detonated within the Marina.
18. No plastic or poly tarps will be allowed on any vessel unless approved in writing by the marina office for short term use while repairs to prevent water intrusion are being made.
19. Non -marine air conditioner installations are subject to review and approval from the Board of Directors.

## **MARINA OPERATIONS**

1. ASSUMPTION OF RISK - PORTOFINO HARBOUR MARINA INCLUDING PHDOA (Portofino Harbour Dockominium Owners Association) will not be responsible for any injuries (including death) or property damage resulting, caused by or growing out of the use of docks or Marina facilities. Any user of Portofino Harbour Marina facilities and his/her guests or agents releases and discharges Portofino Harbour Marina from any and all liability for loss, injury (including death), or damages to person or property sustained while in or on the facilities of Portofino Harbour Marina arising by virtue of any reason

including, without limitation, electrical stray current, negligence on the part of marina, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ices, collision or accident, or any other Act of God. Anyone visiting or using the Marina or its facilities does so at his/her own risk. Portofino Harbour Marina does not assume any responsibility for personal injury, loss or damage to property, or to the environment caused by the user.

2. All vessels wishing to gain dockage at Portofino Harbour Marina must be approved in writing by a board member(s) and marina management. Vessels must meet the requirements spelled out in the bylaws before approval is given. No vessel may extend beyond the physical length of the slip with the sole exception of a (maximum) 2 ft. overhang of the anchor roller, bowsprit or swim platform. Anchors may not extend over the walkways.
3. Upon lease of moorage or ownership purchase of slip at Portofino Harbour Marina, the tenant/owner will be issued 2 access cards. Upon request, two cards for the owners and two for the tenants may be issued for use. Only the assigned customer and/or their spouse/partner will be issued a card. In the event a card is lost, a new one can be purchased for \$20.00 and the lost card will be deactivated. If more than one slip is owned or rented, the owner/tenant will still only be issued 2 cards.
4. Berthing a vessel at Portofino Harbour Marina is solely at the risk and expense of the vessel's Owner. Portofino Harbour Marina assumes no liability for damage or loss to vessel, equipment, owner, guest or their property from any cause whatsoever, including, but not limited to natural disaster, fire, theft or vandalism.
5. Boat slips assigned by Portofino Harbour Marina may not be exchanged, transferred or sub-leased without permission of the Marina Management. Proper slip size will be determined by the overall length and beam of the vessel.
6. Tenants living aboard are permitted at Portofino Harbour Marina with prior written permission from the Marina Management. A vessel must be verified at a minimum of 40 feet per its USCG Certificate and/or Texas Parks & Wildlife documentation to be considered for live aboard status. No more than 2 people can live aboard a vessel. Persons are considered to be living aboard a vessel if overnighting, three (3) consecutive or non-consecutive nights per calendar week, (Monday through Sunday) or within any 7-day period. Special consideration, via request, can be made through the marina office for tenants who occasionally vacation for more than 3 days a week on their vessel. A liveaboard fee of \$100.00 per month will be assessed as a facility use fee to all non-owner liveaboards payable to the Portofino Harbour Dockominium Owners Association for marina managed and owner managed slips.
7. Vessels considered to be houseboats or homemade when designated as such by official documentation such as Texas Park & Wildlife or USCG will not be admitted to the marina

under any circumstances.

8. Tenants and Owners must record their current home and business addresses, phone numbers, and current e-mail address with Marina Management and are to advise them of any changes as soon as possible.
9. Tenants and Owners must provide Marina Management with a copy of their current insurance policy including specified amounts of coverage (minimum \$300,000.00 liability). Liveaboard status for both owners and tenants, must be disclosed and indicated on required vessel insurance documentation when applicable. Renewals must be submitted to the Marina Office before the expiration date of the old policy. Slip occupant further agrees to provide Marina with a Waiver of Subrogation and Named Insured from their insurer made out to Portofino Harbour Dockominium Owners Association. Failure to comply may result in eviction of tenant's vessel, or fines charged to slip owners.
10. No commercial enterprise may be conducted from aboard any vessel moored at Portofino Harbour Marina without prior written approval of the Board of Directors. This is to include VRBO, Airbnb and other vessel rental ventures
11. The Tenant or Owner shall notify Marina Management if their vessel will be out of the slip for more than ten (10) consecutive days.
12. With the exception of approved vessel maintenance, no business, service, solicitation or advertising will be permitted in the Marina or on Marina property without the approval of Marina Management and/or the Marina Board of Directors.
13. Subsequent to the sale of any vessel in the Marina, the seller will continue to be held liable for all slip fees, utilities, damages, injury, etc. related to said vessel docked in Portofino Harbour Marina until the new owner has met with marina management to either sign a new lease or inform management of their intent to leave the marina. Buyer is responsible for moving vessel or executing a new lease prior to termination of the seller's slip lease.
14. Prior to the sale of a slip, the seller/owner is required to inform the buyer to contact the marina office. All new vessels are subject to inspection and approval before dockage is granted.
15. FOR SALE signs will be restricted to display aboard the vessel only. No FOR SALE signs will be allowed on Marina property.
16. No empty slip shall be used temporarily for any time without the written or verbal authorization from the owner and conveyed to the marina office along with valid insurance coverage validations in advance.

## 17. GROUPS AND SPECIAL EVENTS

1. The marina may accommodate organized events or special groups of vessels subject to space availability upon the approval of marina management and/or PHDOA Board of Directors.
2. Event chairpersons or representatives “responsible parties” must request their needs in writing thirty (30) days prior to the event. Requests must provide the following information:
  - a) actual date(s) and time(s) of event when moorage is required; and
  - b) number and approximate size of boats requiring moorage.
  - c) approximate number of guests that will be in the marina
18. Slip tenants understand and agree that he/she is subject to all rules of Portofino Harbour Marina and applicable governmental agencies and that violation of any such rules constitutes a breach of his/her lease agreement.
19. Use of the parking facility is limited to Motorized Passenger Vehicles, (MPVs). Motorized Passenger Vehicles are defined under the Texas Transportation Code, Section 541.201 (11, 12) – MOTORIZED VEHICLES as a self-propelled vehicle (internal combustion or electric energy), used to transport persons and designed to accommodate ten (10) or fewer passengers, including the operator.

### **Recreational Vehicles and all types of trailers will not be permitted to park on Marina property.**

Recreational Vehicles (RVs) are defined under the Texas Transportation Code, Section 522.004 (6) (b) – RECREATIONAL VEHICLES as motor vehicle primarily designed as temporary living quarters for camping or travel use. The term includes a travel trailer, camping trailer, truck camper, and motor home. Based on the above definitions, for example, a golf cart is an MPV, not an RV. The aforementioned definitions of motorized passenger vehicles and recreational vehicles are recognized and approved pursuant to state and local code(s) and ordinance(s) and by the Portofino Harbour Dockominium Owners Association (PHDOA) Board of Directors.

All vehicles must have current registration, as applicable. Owners of vehicles left unattended for more than ten (10) days are required to notify, and obtain approval from the marina office.

Tenants and Owners are requested to park no more than one vehicle in the restricted/preferred areas on weekends and holidays. No storage is permitted on Marina property as per the Portofino Harbour Marina Dockominium Owners Association (PHDOA) Declaration of Condominium Regime.

Each motorized passenger vehicle must be parked within an individual outlined and marked parking space.

All persons operating any type of motorized vehicle on Portofino Harbour Marina property must have a valid state issued drivers' license.

All vehicles parked, driven, or utilized on Portofino Harbour Marina property must be covered by, and have current minimum liability insurance coverage as prescribed by state law. Proof of minimum liability insurance must be provided to marina management upon request.

All Vehicles Improperly Parked Will Be Towed at the Owner's Expense.

### **OPERABLE, SEAWORTHY VESSELS AND VESSEL CONDITION**

Vessels moored in the marina must be operable and maintained in a safe and seaworthy condition and be of a design suitable for operation on the open waters in the typical range of sea conditions.

1. Operable Vessels "Operable" means capable of safely maneuvering under its own power out of the marina on its engine, from the mooring to another port of call and back to its mooring. Only pleasure craft in sound, maintained in a sightly and seaworthy condition will be admitted to the marina. To maintain these standards, Vessel owner understands that vessel is subject to inspection, if requested, by the Marina Management after authorization by the Board of Directors.
2. In cases where a vessel does not appear to have left its mooring for an extended period of time and the question of operability arises, Marina Management may require a demonstration of the vessel's operability. At least thirty-(30) day's advance written notice must be given to the vessel's owner for such a request. In cases where a vessel is found to be inoperable, the owner shall have ninety (90) days to effect repairs. If after ninety (90) days the boat is still inoperable, the mooring will be forfeited.
3. Seaworthy Vessels "Seaworthy" shall mean that the vessel's hull, keel, decking, cabin and mast are structurally sound and generally free from dry-rot or other similar defect or deficiency. If a dispute over the seaworthiness of a vessel arises, the opinion of a qualified independent marine surveyor may be obtained at the owner's expense. If a determination is made that a vessel is not seaworthy by the Board of Directors and marina management, ninety (90) days shall be granted to repair the vessel. If after ninety (90) days the vessel is still not determined to be seaworthy, the mooring of said vessel shall be forfeited. In cases where determination of operability, design and/or seaworthiness is in dispute, Marina Management's in conjunction with the Board of Director's decision will be final.
4. Vessel Condition - Any vessel which is poorly maintained in appearance, badly deteriorated or likely to damage property may be removed at the owner's expense upon

receipt of written request from the Board of Directors. At least thirty-(30) day's advance written notice must be given to the vessel's owner to effect repairs. In the event that the vessel owner is unavailable or available but refuses to act upon such a request, the marina shall have the right to cause removal at the owner's expense

## **HOUSEKEEPING AND SANITATION**

1. All refuse must be deposited only in the proper receptacles. All vessels must comply with laws governing Marina sanitation devices. Diesel, gas and oil waste must be removed from the Marina and taken to waste dump sites. No one may dump waste of any kind into the water. All diesel, oil, gas or sewage dumped into the water will be reported to the proper authorities and Vessel Owner will be subject to all fines related to said spill. Proper disposal information is available at the Marina Office.
2. Pets must be kept on a leash at all times and walked only in designated areas. Pet owners are responsible for removing the pet's solid waste and depositing it in the trash receptacles. Pets are not allowed in the pool area, clubhouse or restrooms.
3. The Board of Directors may, at its sole discretion, order the immediate and permanent removal of any animal from marina premises deemed a risk, threat to any owner or tenant or if the owner has shown the inability to follow marina rules regarding animals. Service Pets: Please see Office Manager.
4. Laundry on docks, piers or hanging on vessels or common areas is not permitted.
5. Vessel owners are permitted to perform normal upkeep on their vessels while moored in the Marina. The limit for in-water repairs and refinishing is to the deck and superstructure of the vessel. This work will entail an annual maximum of 25% of the area, in which case, Marina Best Management Practices are mandatory to ensure there is zero discharge to waterways. Examples of normal upkeep include washing, polishing, oil changes, and routine engine tune-up. Major repair work or outfitting, spray painting, sandblasting, welding, burning, or any other work that would impose a hazard or inconvenience to other customers or not meet E.P.A. standards, is not permitted in moorage or storage spaces, except with the specific approval of Marina Management. Removal of stains or repair of damage to docks, piers, etc., resulting from maintenance activities will be charged to the responsible vessel or owner.



## **CONTRACT SERVICES**

Portofino Harbour Marina recognizes the need for, and encourages, ongoing vessel maintenance to maintain an attractive and enjoyable environment, and to ensure the safety and security of all our Tenants and Owners. To this end, the following rules shall be enforced:

1. Owner must accept responsibility for notifying any contractor that he/she is required to check in with the Marina Office before entering the property. No contractors are to be given access to the marina without first signing it at the office.
2. All contractors must be properly insured and approved to work in the Marina. The vessel Owner understands that he/she is liable and solely responsible for all actions of contractor and his/her employees. The Vessel Owner also understands that Owner and contractor shall share all liability for damage to private or Marina property.
3. The Vessel Owner agrees that Portofino Harbour Marina has no capacity or liability in this contractual agreement. All activities of the Vessel Owner and contractor are subject to all Portofino Harbour Marina rules and regulations.
4. The Vessel Owner understands that Marina Management has the right to order a stop to any work or activity that Marina Management determines to be hazardous to persons or property, or poses a nuisance to other Tenants or Owners.

## **EMERGENCY**

1. In the event of a hurricane or other natural disaster, Portofino Harbour Marina Management reserves the right to employ procedures such as securing of cables and anchoring devices to ensure the integrity of the floating docks, vessels and Marina facilities. Portofino Harbour Marina Management may close the Marina to all incoming or outgoing vessel traffic as it deems necessary. If, for any reason a mandatory evacuation is ordered for our area, all motorized passenger vehicles, bicycles, wheeled apparatus, etc., must be removed from the marina or the aforementioned items will be removed at the owner's expense.
2. A vessel sinking in or around the Marina is the Vessel Owner's responsibility. Such vessel should be marked (if necessary) and Marina Management is to be notified immediately. The vessel shall be removed or refloated within forty-eight (48) hours after sinking. In the event this cannot be done, an acceptable plan for

removal/refloating of the vessel must be submitted to Marina Management and approved by the Board of Directors.

3. By acceptance of Marina rules, Vessel Owner grants Marina Management the right to board his/her vessel in an emergency if Marina Management feels there is a risk of damage or sinking to the Owner's Vessel or other vessels or property. Owner also agrees that Portofino Harbour Marina will in no way be held liable for actions or failure to act in an emergency situation. Cost for emergency repairs or re-securing of a vessel will be billed to the Vessel Owner.
4. All vessels must be kept in a sightly manner and must be maintained throughout the year. The marina reserves the right to issue the following fines for unkempt boats. Should the 30 days pass without the condition of the boat being addressed after first being notified about needed maintenance; a \$100 fine will be assessed. A second notice for an additional 30 days will be sent and if again ignored; a \$250 fine will be assessed. Finally, a third notice will be sent advising failure to comply with the requests will result in an additional \$500 fine.

## **CLUB HOUSE RULES**

The Club House is for the enjoyment of all Tenants and Owners of Portofino Harbour.

The following rules shall apply to keep the Club House clean and insure the enjoyment of everyone:

1. The Club House may be rented for private functions by Marina Owners, Tenants and/or Employees, provided there is no conflict with planned functions. Persons reserving the Club House will be provided with a copy of the Club House Rules and Club House Rental Agreement. All Tenants, Owners and guests are expected to abide by the rules governing use of the Club House as outlined in this document.
2. No smoking or vaping is permitted inside the Club House or restrooms. Smoking is permitted on the balcony or in the downstairs/pool area. Discarded smoking materials should be deposited in designated containers.
3. No holes of any kind shall be made in or tape placed on the walls.
4. All guests must be accompanied by an Owner or Tenant at all times. No children under the age of 14 may be in the Club House without being accompanied by their parents or guardians.
5. No more than fifty (50) persons shall occupy the Club House interior at any one time (by order of the Fire Marshal). Use of Club House with 19+ persons require rental through the Marina Office.
6. No food/ice will be left in the refrigerator/freezer at any time unless it is labeled and pre-approved by marina office. Food leftovers/scraps, serving containers and other trash will be disposed of in the proper receptacles. No left-over grease or food shall be put down the sink drain.

7. The Club House is to be left clean and electric appliances (including lights) turned off when leaving the facility. A cleaning fee of \$100.00 will be charged to your monthly invoice if the club house is not left in the condition, it was presented in at the time of the rental agreement.
  
8. Tenants, Owners and their guests must recognize the rights of persons renting the Club House for private functions and will not intrude on those functions unless specifically invited by the host/hostess. Restrooms, laundry facilities, and the Pool are always open and available to our owners and tenants/guests.

### **SWIMMING POOL RULES**

1. The Portofino Harbour Marina pool is operated as a private pool to be used by Marina members and guests only. Seasonal and/or approved wristbands must be worn at all times while in the pool and on the surrounding pool deck. Any guest using the pool must be accompanied by an Owner or Tenant at all times.
  
2. POOL CLOSED signs shall be observed and obeyed. The closed signs are used to advise unsafe swimming conditions. Removal of signs is prohibited by anyone other than marina personnel.
  
3. Absolutely no animals are allowed in the pool, the pool area, which includes the grassy space between the pool deck and flagpole, club houses or marina washrooms. Service pets: Please see Office Manager.
  
4. There is no lifeguard on duty, therefore swimming or use of the pool is at the sole risk of the participant.
  
5. Proper swim attire will be worn in the pool area and babies using the pool must wear proper infant swim garments.
  
6. Absolutely no glass containers of any kind are allowed anywhere in the pool area, including the pool deck, adjacent patio and picnic areas. Failure to comply will result in a fine of \$100.
  
7. The pool is for the enjoyment of all and in consideration of this fact, there should be proper conduct of Tenants and guests at all times. This includes the use of appropriate language and thoughtful operation of radios, tape and Compact Disk players, digital music players, computers, entertainment media and devices.
  
8. There will be no running or horseplay in the pool or in the pool area. No Diving.

9. Children 14 years of age or under must be accompanied by an adult.

10. NO SMOKING is allowed inside of the pool or while sitting on the coping areas surrounding the pool.

*I \_\_\_\_\_, Owner/Tenant, hereby certify that I have carefully read and understand all Portofino Rules and Regulations and agree to abide by them. It is also understood that these rules apply to all friends and family members of the owner/tenant.*

\_\_\_\_\_  
Date Tenant/Owner  
Slip No.

\_\_\_\_\_  
Date Tenant/Owner  
Slip No.

**FILED AND RECORDED**

Instrument Number: *2022012911*

Recording Fee: 74.00

Number Of Pages: 14

Filing and Recording Date: 02/25/2022 11:38AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

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Dwight D. Sullivan, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

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