

RULES AND REGULATIONS
OF
HIDDEN HARBOR ASSOCIATION
2010 BOATING SEASON

These Rules and Regulations have been adopted by the Board of Directors of the Hidden Harbor Association pursuant to the Association's Bylaws and the Declaration of Covenants, Conditions, Restrictions and Easements for the Hidden Harbor Marina.

1. **Watercraft.** All watercraft must be maintained in a neat, attractive, and seaworthy condition.
2. **Registration.** All watercraft in the Marina must be registered and identified as required by law.
3. **Parking.** Tenant shall only park his or her watercraft trailer on Marina property for limited periods of time during the launching and/or loading of Tenant's watercraft.
4. **Electricity and Water.** Tenant may use reasonable quantities of electricity and water for use in connection with Tenant's watercraft. Landlord reserves the right to set reasonable limits on such use and surcharge Tenant for any usage in excess of such limits.
5. **Storage and Obstruction of Docks.** Tenant shall store all dinghies and all other personal property aboard his or her watercraft and not on the docks or in the water. Tenant shall keep all docks and walkways clear from obstructions of any kind.
6. **Swimming and Diving.** Swimming and diving are not permitted within the Marina.
7. **Fishing.** There shall be no fishing on Marina property at any time. Fish will be cleaned only at the fish cleaning facility provided, if such a facility is provided, or if no such facility is provided, off-site.
8. **Keys.** Tenant may, at Tenant's option, provide Landlord with a set of ignition and main door keys to Tenant's watercraft. Landlord shall enter Tenant's watercraft only for emergency services or for slip maintenance purposes.
9. **Commercial Endeavors.** Tenant understands and acknowledges that the Marina is a commercial endeavor of Landlord and, therefore, Tenant hereby agrees to refrain from any

commercial activity competitive with the interest of Landlord on Marina property. In that regard, without the prior written consent of Landlord:

- (a) Yacht or watercraft brokers are prohibited from showing or demonstrating watercraft within the confines of the Marina;
- (b) Tenants are entitled to negotiate the private sale of watercraft but "for sale" signs shall not be displayed on watercraft within the Marina;
- (c) Watercraft rental operations are prohibited; and
- (d) Commercial touring or fishing charter operations are prohibited.

If Landlord approves commercial operations, such operations will be subject to special assessments and regulations adopted on a case-by-case basis.

10. Boat Length. The overall length of Tenant's boat, as moored, shall not extend past the end of Tenant's slip by more than thirty inches (30").

11. Boatlifts. Boatlifts may be installed in the Slips on the following conditions:

- (a) The boatlift must be an aluminum Hewitt brand boatlift and be new when installed;
- (b) The boatlift must be freestanding (not attached to dock); and
- (c) The boatlift must be properly maintained and kept in a functioning condition;
- (d) Watercraft must be removed from the boatlift and the Marina between November 1st and May 15th of each season.

12. Canopies. Canopies and canopy frames may be installed over boatlifts (and not attached to or over the docks) on the following conditions:

- (a) The canopy must be new when installed;
- (b) The canopy frame must be a Hewitt brand canopy frame and be attached to the boatlift (not the dock). The canopy frame must be the traditional Hewitt design canopy frame (not the "Tower" or "Peak Roof" design or any future design by Hewitt).
- (c) The canopy must be Hewitt brand, beige in color, be constructed of nylon reinforced vinyl material and have the traditional Hewitt scallop edge;
- (d) Canopies must be kept in a clean and attractive condition at all times and any rips, tears, or punctures must be promptly repaired;

- (e) Canopies must be removed from the canopy frames by November 15th of each year and may not be installed prior to May 1st of the following year.
13. **Alterations**. No alterations or additions to the docks, slips, or other Marina facilities may be made by tenants.
14. **No Wake Zone**. Movement of watercraft within the Marina must be on a “no wake” basis.
15. **Fueling**. Storage of fuel on the docks is prohibited.
16. **Waste Discharge**. Discharge of toilet waste into Marina waters is prohibited. Emptying portable toilets in the restroom is prohibited.
17. **Hazardous Materials**. Disposal or discharge of hazardous materials onto the Marina property or waters is prohibited.
18. **Pets**. Pets are permitted as long as they do not disturb others. Pets must be leashed at all times. Pets needing to be relieved must be walked to natural areas. Pet waste shall be cleaned up immediately. Pets shall not be left unattended.
19. **Fires**. Fires are only permitted within the designated fire pit area, if any such area is provided.
20. **Advertising and Soliciting**. Advertising or soliciting is not permitted in any part of the Marina.
21. **Watercraft Maintenance**. The extent of watercraft repairs and maintenance permitted at dockside is at the discretion of the Landlord. Generally, major repairs are not allowed. No outside contractors or service organizations or individuals will be permitted to undertake any work on watercraft in the Marina without approval of the Landlord.
22. **Nuisance**. Tenants shall conduct themselves so as not to annoy, bother, or unreasonably interfere with the rights and privileges of the other tenants. No loud music or parties are permitted within the Marina. Noise levels shall be maintained at a reasonable level at all times. Tenants shall be responsible for the conduct of their guests. Commencing at 9:00 p.m., sound levels shall be kept to a minimum for the benefit of other Marina tenants and guests and nearby property owners.
23. **Trash**. Proper disposal of all trash, waste and recyclables shall be done in accordance with all laws and ordinances. Use of trash and recycling containers provided by the Marina is required.

STATE OF MONTANA

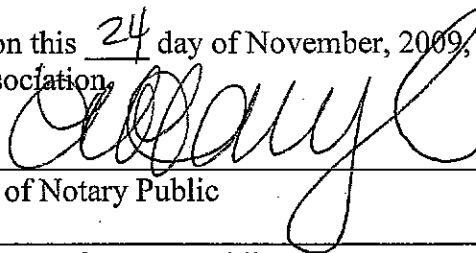
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County of Flathead

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This instrument was acknowledged before me on this 24 day of November, 2009, by
Douglas D. Averill, Director of the Hidden Harbor Association,



Signature of Notary Public



TIFFANY HAGEN
NOTARY PUBLIC - MONTANA
Residing at Bigfork, Montana
My Comm. Expires May 16, 2013

Printed Name of Notary Public

Notary Public for the State of Montana

Residing at _____, Montana

My commission expires: _____