

# **Jantzen Beach Moorage, Inc.**

## **Mooring Rights & Rules**

## **Purpose**

These rights & rules (“rules”) set out the way in which the Association will manage the common water of the moorage; they are effective from 1<sup>st</sup> October 2017 and replace all other rules relating to the mooring of boats and other floating objects prior to this date. The rules explain the rights of members and renters, hereinafter referred to as “residents”, to moor their personally-owned boats and other objects in the common water, subject to certain limitations.

## **Common water**

As defined in the bylaws, the common water represents all that water within the boundaries of the moorage’s lease with the Oregon Department of State lands that is not occupied by members’ slips (referred to as “exclusive use properties” in the bylaws), common walkways or other moorage infrastructure. The moorage is not a planned, uniform community with equal distribution of common water between slips and walkways. Some slips are in places that afford better access to common water for the mooring of boats than other slips. As far as possible, these rules recognize these different “mooring options” in the rights described below.

## **Harbor Master**

At its sole discretion, the Board shall appoint a committee of up to three residents to act as Harbor Master. The Harbor Master will adjudicate any disagreements or complaints raised by residents relating to these rules & regulations, and will generally provide guidance to residents regarding all matters relating to the use of common water and the mooring of boats and other objects. Any resident may appeal a decision by the Harbor Master to the Board, whose decision will be final.

## **Rights to use the common water – “mooring options”**

These rules grant certain rights to residents to moor boats and other floating objects (which are defined below) in the common water contiguous to their slips. The granting of these rights does not guarantee that common water will be available or sufficient to enable useful access. These rights are identified for each slip in the attached Appendix. The rights conferred by these rules are solely rights to use the common water and do not constitute a transfer of ownership.

If the length of any resident’s boat or floating object moored within an area of common water does not exceed the length of the deck to which it is moored, then the resident is not normally required to obtain consent from any other resident or from the Harbor Master to moor their boat or floating object. If the length of the boat or object exceeds the length of the deck to which it is

moored, then the resident must obtain consent from any immediate affected neighbor and from the Harbor Master. A standard form of written agreement is included in the Appendix; this agreement shall be signed by the members who own the affected slips, and a renter who requests an agreement shall obtain the signature of the member who owns the slip being rented. After signature by all affected parties and approval by the Harbor Master, copies of the agreement will be kept in the residents' files in the moorage office. The agreement may be revoked by one party at any time and the other party will have 30 days in which to comply, subject to agreement by the Harbor Master.

All boats and objects should be moored in such a way as to (1) allow for safe and proper ingress and egress of the resident's boat or object without the risk of damage to a neighbor's property, and (2) allow for safe and proper ingress and egress of any neighbor's boats and objects properly moored in accordance with these rules & regulations. It is recognized that river conditions vary with the weather and the season, and residents should allow for reasonable variations in conditions when making decisions to moor their boats and objects. In normal conditions, a buffer zone of two feet should be maintained between a resident's boat or floating object and a neighbor's property, although this may be increased or decreased at the direction of the Harbor Master.

The Harbor Master has the right to request any resident to move their boat or floating object at any time for reasons of safety or non-compliance with these rules. Any resident wishing to moor a larger boat in the moorage is advised to consult with the Harbor Master before bringing the boat into the moorage to ensure that the Harbor Master concurs with the planned mooring arrangements; for this purpose, a "larger boat" is deemed to be any boat longer than 25 feet in overall length.

If a resident does not wish to use their rights over common water contiguous to their slip, then that area of common water may be used by their immediate neighbor, subject to agreement by the affected residents using the standard form of written agreement.

Residents are not permitted to earn income or derive any financial benefit from the renting of mooring space in the moorage.

No boats or objects should be moored to any part of the walkways or moorage infrastructure.

### **Permits & registration**

Subject to the mooring rights described above, residents must obtain either a permanent or temporary mooring permit for their boat(s) from the Harbor Master. This applies to all boats subject to normal state or federal registration

requirements; any boat which is not subject to such registration will not require a permit from the Harbor Master.

Permanent mooring: A resident who wishes to moor a boat for more than 14 consecutive nights must provide the Harbor Master with a copy of a current registration certificate and evidence of current insurance. The Harbor Master will approve, record and issue a permanent mooring permit in the form of a sticker, which will be affixed to the boat in a clearly visible position.

Temporary mooring: A resident who wishes to moor a boat for more than 3 and up to 14 consecutive nights must provide the Harbor Master with a copy of a current registration certificate and evidence of current insurance. The Harbor Master will approve, record and issue a temporary mooring permit in a form similar to the existing temporary parking permits; the permit will be affixed to the boat during the time it is kept in the moorage. The Harbor Master may delegate the issue of temporary permits for up to 14 nights to the Moorage Office.

A boat may be moored for up to 3 consecutive nights without a permit.

Any boat moored in the moorage for more than 3 consecutive nights without a permit may be subject to removal by the Harbor Master at the expense of the owner.

### **Liability & insurance**

The Association is not liable for any damage caused by a resident's boat or floating object to any property in the moorage. Members shall maintain insurance to cover public liability with a minimum cover of \$300,000. For permanent moorings, JBMI must be listed as an additional insured on the insurance policy. Evidence of such insurance will be required by the Harbor Master.

### **Boats and other floating objects**

For the purposes of these rules, a boat is deemed to be any watercraft subject to registration by a state or federal agency. The Association may include a specific definition of a boat in the bylaws.

Examples of other floating objects include:

- boats not subject to normal registration, such as small unpowered kayaks, paddle boards and canoes;

- floating gardens, comprising one or more logs or a purpose-built platform for the support of planters or flower boxes; and
- boat lifts or floating docks, which may or may not have an attached roof or canopy.

Other floating objects specifically excludes all floating structures designed or utilized to extend deck living space or to provide storage for residents' property, building materials, refuse or debris.

## Appendix

### Rights to use common water in relation to slip

#### Row A

Slip 1525	North, East & South
Slips 1527, 1529, 1531, 1533 & 1535	East & South
Slips 1545, 1547, 1549, 1551 & 1553	South & West
Slip 1555	North, South & West

#### Row B

Slip 1613	East & South
Slips 1615, 1619, 1621, 1623 & 1625	South & West
Slip 1627	South & West

#### Row C

Slip 1629	East & South
Slip 1631	South & West
Slips 1633, 1635, 1637, 1639, 1641, 1643 & 1645	South & West

#### Row D

Slip 1647	East & South
Slip 1649	North, South & West
Slips 1651, 1653, 1655, 1657, 1659 & 1661	South & West

**Row E**

Slip 1663 South & East

Slips 1665, 1667, 1669,  
1671, 1673, 1675 & 1677 South & West

**Row F**

Slip 1679 East & South

Slips 1681, 1683, 1685,  
1687, 1689, 1691 & 1693 South & West

Slip 1695 East, South & West

**Row G**

Slip 1703 East, South & West

Slips 1705, 1707, 1709,  
1711 & 1715 South & West

Slip 1717 North, East & South

**Row H**

Slips 1719, 1721, 1725,  
1727 & 1731 South & West

Slip 1735 North & South

**Row I**

Slip 1737 North & South

Slips 1741, 1743, 1745,  
1747 & 1749 South & West

**Row J**

Slip 1751 North & South

Slip 1753 North, South & West

Slips 1755, 1757, 1759,  
1761, 1763 & 1765                      South & West

**Row K**

Slip 1767                                      East & South

Slips 1769, 1771, 1773,  
1775, 1777, 1779, 1781,  
1783 & 1785                                South & West

**Row L**

Slips 1801, 1803, 1805,  
1807, 1809, 1811, 1813,  
1815, 1817 & 1819                        South & West

**Row N**

Slips 1822, 1825, 1827,  
1829, 1831, 1832, 1835,  
1837 & 1839                                South & West

**Row O**

Slip 1843                                      North, South & West

Slips 1845, 1849, 1851,  
1853, 1855, 1857 & 1859                South & West

**Row P**

Slip 1861                                      East, South & West

Slips 1863, 1865, 1867,  
1871, 1873, 1875, 1877  
& 1879                                        South & West



**Row Q**

Slip 1881	South
Slip 1883	North, South & West
Slips 1885, 1887, 1891, 1893, 1895, 1897 & 1899	South & West

**Row M West, River Side**

Slip 1901	East, South & West
Slips 1903, 1911, 1919, 1927, 1935, 1943, 1951, 1959, 1967, 1975, 1983, 1991, 1999, 2007, 2015, 2023, 2031, 2039, 2047, & 2055	South & West

**Row M West, Bank Side**

Slip 1900	North East, North West & South West
Slip 1907	North, East & West
Slips 1915, 1923, 1931, 1939, 1947, 1955, 1963, 1971 & 1973	North & West
Slip 1987	North, East & West
Slips 1995, 2003, 2011, 2019, 2027, 2035, 2043, 2045, 2049 & 2051	North & West