

Annapolis Cove Community Marina Rules And Regulations

Revised February 2015

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1 General

1.1 Promulgation

This revised set of rules and regulations has been prepared by the Annapolis Cove Marina Committee (Committee), approved by a simple majority of the current slipholders and is hereby promulgated by the Board of Directors (Board) of the Annapolis Cove Property Owners Association Inc. (Association). Revisions to these rules and regulations must be approved by a simple majority of slipholders in good standing, as defined in paragraph 2.1, and promulgated by the Board. The Association includes all property owners (members) who own property platted as part of Annapolis Cove. Member's assigned slips are known as slipholders.

1.2 Implementation

The responsibility for implementation of these rules and regulations is assigned to the Committee by the Board.

1.3 Marina Committee

The Marina Committee is a working committee consisting of seven members:

- The Dockmaster, who also is the Marina Committee Chairman, is a resident slipholder, is selected by the Committee, and is approved by the Board.
- No more than six (6) members, all of whom are slipholders, recommended by the Dockmaster, and approved by the Board.
- The Dockmaster may annually appoint an individual from the Community Marina waiting list to serve ex-officio on the Committee.

1.4 Dockmaster

Authority to operate the Marina is delegated to the Dockmaster by the Board. The Dockmaster serves for one year (beginning January 1) and handles all of the day-to-day operations of the marina and reports directly to the Committee on all matters. The Dockmaster may appoint an Assistant Dockmaster(s) to handle certain administrative matters relative to the operation of the Marina and to act as Dockmaster in his/her absence.

1.5 Marina Treasurer

The Dockmaster shall appoint from the members of the Committee a Marina Treasurer to handle Marina accounts and records in accordance with the covenants and by-laws of the Association. An account separate from the Association General Account shall be maintained for Marina funds. This account will consist of a checking account with signatures of the Marina Treasurer and at least one other Committee member on file with the bank.

1.6 Marina Funding

Marina construction, operation, maintenance and repair costs will be paid solely by the slipholders. Marina construction includes, but is not limited to: the driving of piles, bracing, decks, dredging, electrical wiring of the docks, plumbing of the docks, fire protection, holding tank pump out equipment, and other accessories such as cleats and safety equipment.

1.7 Appeals

If a member of the community objects to an action of the Committee in the implementation of these rules and regulations, such member may lodge a formal protest, in writing, with the Dockmaster. Such protest will be considered by the Committee within thirty (30) days and the protesting member will be given an opportunity to present the situation in person to the Committee for adjudication and resolution.

If the protest is not resolved to the satisfaction of the member who lodged it, such member may redirect the protest in writing to the Board within five (5) days of the Committee's decision for resolution. Both the protesting member and the Dockmaster and/or other designated Committee member(s) will be given an opportunity to present his/her positions in person to the Board. The decision of the Board will be final.

1.8 Infractions

Any slipholder in violation of these rules and regulations may have his/her slip assignment terminated. If the slipholder does not remove his/her boat within thirty (30) days of notification of Termination of Slip Assignment, the Dockmaster will have the boat removed and relocated at the owner's expense and risk. The Dockmaster will contract to have the boat removed to a commercial boat yard, and the boat owner will be responsible for any cost and liability associated with such relocation.

Any community member, whether on the waiting list or not, in violation of these rules and regulations shall be notified in person, by telephone, email, and/or regular mail, and provided up to 72 hours to come into compliance with the rules and regulations. If the offending party remains in noncompliance after 72 hours of being notified, the community member in violation of the marina rules and regulations will not be permitted to register for the waiting list (if he/she is not already on the waiting list), or accrue any waiting list points while in violation of the rules. If the community member is on the waiting list at the time of the violation, the waiting list member shall be removed from the waiting list for a period of one year from the time of the infraction for violating the marina rules and will not accrue any additional waiting list points during this one year period. Once in compliance with the rules and regulations, the community member can register for the waiting list and retain the points accrued prior to the violation or be reinstated on the waiting list with the points accrued prior to the violation. After one year the community member can reregister for the waitlist and be reinstated on the waitlist with the points accrued prior to the violation.

2 Application for a Slip

2.1 Eligibility

Application forms will be provided by the Dockmaster. Applications for an annually renewable dockage assignment (a slip) shall be accepted by the Dockmaster from resident members in “good standing” of the Association. To be in “good standing” a member must be current in payment of annual Association dues and in compliance with all Association rules and regulations and with all marina rules and regulations at the time the slip application is submitted and at the time the slip is assigned.

- Applications from renters will not be considered.
- Applications shall only be accepted from members who are sole owners or sole lessees of a boat or from multiple owners or lessees of a boat if each is a member of the Association and each has closed on his/her property in Annapolis Cove.

2.2 Applications

Each home owner application must include the following information:

- Name, address, home and work telephone numbers of owner(s)
- Closing date on home in Annapolis Cove (used in calculation of points)
- Date of home occupancy in Annapolis Cove (used in calculation of points)
- Date that the boat shown on application was acquired (used in calculation of points)
- Description of boat (overall length, beam, hull/trim color, draft, sail or power, manufacturer, model, boat name, registration or document number)
- Proof of boat ownership or lesseeship (sole or multiple) per paragraph 2.3
- An acknowledgment of receipt of a copy of these rule and regulations and an agreement to abide by them and be bound by them.
- Signature of owner(s)

The application shall be presented to the Dockmaster. The Dockmaster shall, to the extent reasonably possible, verify that the application submitted is correct and complete. Any incomplete or incorrect applications shall be returned to the applicant without further consideration.

2.3 Proof of Ownership

Each application shall be accompanied by a document supporting proof of ownership. Acceptable documents include:

- Permanent state registration
- Temporary state registration
- Permanent U.S. Coast Guard documentation
- Temporary U.S. Coast Guard documentation
- Leasing contract acceptable to the Dockmaster
- Contract for purchase of a boat with delivery date. In this case, the slip may not be occupied until proof of ownership is provided. Proof of ownership must be provided to the Dockmaster within 10 days of the contract delivery date or the application will be returned without further consideration.

Upon receipt of the application, the Dockmaster will assign a slip to the applicant or notify the applicant that he/she has been put on the waiting list.

2.4 Waiting List Points

The Dockmaster shall maintain a waiting list for member applications awaiting slip availability. A point system shall determine the relative position of each applicant on the waiting list. Points accrue as follows:

- One (1) point for each full or partial month of continuous home ownership in the community
- One (1) point for each full or partial month of continuous residency in the community
- One (1) point for each full or partial month of continuous boat ownership since establishing residency in the community and a boat ownership hiatus of no more than ninety (90) days during that residency.

2.5 Waiting List Maintenance

The waiting list created by the Dockmaster will be maintained according to the following procedures.

As each new application is received, the Dockmaster or the Secretary/Treasurer shall recompute the points accruing to each applicant on list to establish priority ranking.

Slips will be assigned for the upcoming boating season (April through March) based on the waiting list as certified by the Dockmaster and Marina Committee using information provided no later than March 31. No new waiting list additions will be made until after slip assignments for the boating season have been completed, typically on April 1.

As a slip becomes available, the vacancy will be offered to the applicant with the highest number of points on the waiting list.

If the available slip offered is acceptable to the first priority applicant, the applicant has seventy-two (72) hours from the time of notification in which to accept the slip assignment in writing to the Dockmaster. If the first priority applicant fails to accept the slip assignment within seventy-two (72) hours, the available slip will be offered to the applicant with the next highest priority ranking.

The Dockmaster is empowered to reassign slips at his/her discretion; however, no one will lose adequate dockage in order to accommodate the waiting list. Common sense and good judgment will be used. Slipholders directed to move their boats must do so within fourteen (14) days of request by the Dockmaster.

If an applicant on the waiting list changes boats while on the waiting list and desires a slip for the new boat, a new application must be presented to the Dockmaster. The application for the old boat is null and void as soon as the owner sells/trades it. The Dockmaster makes slip assignments from the waiting list for valid applications only. A slip will not be assigned to an applicant whose boat does not match the one described on the application.

3 Slip Assignments

3.1 Procedure

A slip assignment, as used in these rules and regulations, means written permission from the Dockmaster to berth a specific boat in a specific slip in the Marina.

In order to qualify for a slip, a vessel must be at least 13 feet length overall and weigh at least 600 pounds dry with no engine. The marina specifically excludes vessels that are not appropriate to occupy a slip, such as canoes, row boats, Jon boats, sailboards, surfboards, windsurfers, small catamarans, personal watercraft, kayaks, paddle boats, etc., even though they may meet the minimum length and weight requirements. The Dockmaster shall make the ultimate determination if the vessel is of appropriate type and size to occupy a slip.

Dockage will be assigned on the basis of the minimum space necessary for the safe operation of each specific boat as determined by the Dockmaster. No member has a right to continuous occupancy of any particular slip. The Dockmaster shall make the determination of the appropriate slip for each boat.

Only one boat per residence will be assigned a slip. Additional boats owned by a resident member may be assigned temporary dockage by the Dockmaster when space permits, but such additional boat(s) must be removed immediately when ordered by the Dockmaster. When temporary dockage is available, the Dockmaster will give preference to waiting list applicants.

3.2 Boat Usage

Each slipholder must get his/her boat under way, under its own power, away from the Marina, at least six times from April 1 to the following March 31. This is to prevent a slip being occupied by a derelict or unused boat and thereby preventing someone on the waiting list from being assigned a slip. Failure to use your boat may result in the loss of a slip assignment. Variations of the boat usage rule are subject to the discretion of the marina committee and should be explained in advance of any deviation from the rule (i.e. medical problems, year-long cruise, etc.).

A slipholder deemed in violation of this section by the Committee will be warned that slip assignment revocation is anticipated. If the slipholder takes no action to comply, the Dockmaster will direct, in writing, the removal of the boat from the Marina. At the Committee's discretion, slip deposit money can be applied to the cost of moving the offending boat to a commercial boat yard as directed by the Dockmaster, where all future costs are the responsibility of the owner.

3.3 Slip Deposit

A slip deposit from the member is due upon slip assignment. It will be refunded when the member relinquishes the slip and the next person to occupy the slip makes his/her deposit. The slip deposit does not accrue interest, and only the exact amount paid by the member will be refunded regardless of how much the deposit schedule may have changed during his/her occupancy.

The slip deposit must be paid to the Marina Treasurer prior to occupying the slip. The slip deposits and the type of boat normally assigned as a function of length (LOA) are as follows:

Slip Size	Quantity	Deposit
Under 30ft	12	\$2,000
30ft.	18	\$3,000
40ft.	16	\$4,000
50ft.	4	\$5,000

TOTAL 50

The slip deposit rate schedule may be increased by vote of a simple majority of slipholders when needed to fund various Marina projects and expenses. A record of all slip deposit transactions shall be maintained with the slip assignment records. Slips will be assigned from the designations shown in the following Marina diagram:

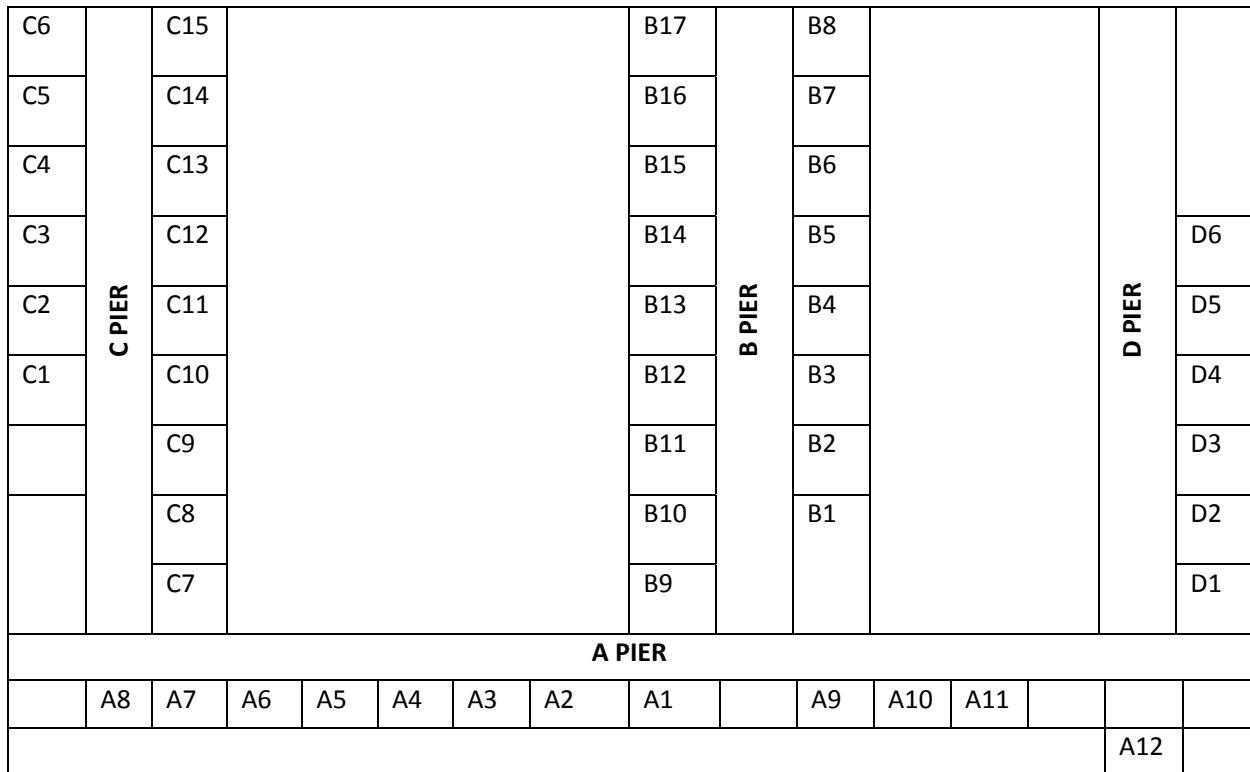


Figure 1. Marina diagram showing slip designation.

3.4 Renewal of Slip Assignments

Slip assignments will be issued annually by the Dockmaster. The assignments will be effective from April 1 of the current year until March 31 of the following year. Assignment changes may be made by the Dockmaster as circumstances warrant. Upon notification to a slipholder of a change in assignment, the slipholder must accomplish the move within fourteen (14) calendar days, or the Dockmaster may contract to have the boat moved at the owner's expense and risk.

3.5 Continuation of Slip Assignment

Members in “good standing” are assured of a continuing slip assignment for the succeeding year if the following conditions are met:

- Have current valid slip assignment
- Have current proof of ownership or lesseeship
- Are up-to-date in payment of past annual Association dues and Marina assessments and maintenance fee or other outstanding charges
- Have completed the annual slip renewal form, which included submission of current ownership document and payment of the annual maintenance fee prior to April 1

This section applies to the specific boat shown on the member’s application and currently occupying the slip or to a boat the member wishes to substitute in place of the boat described on the application. If a substitution is proposed, the Dockmaster must determine that the current slip assignment is appropriate for it to be approved.

Exceptions to the above include those cases in which the number of slips available for assignment is reduced due to damage to the Marina or by action of any governmental body or the Board. In those cases the Dockmaster shall use common sense and good judgment in assignment of a reduced number of slips.

3.6 Non-Occupancy of Assigned Slip

Slipholders are required to notify the Dockmaster, in writing, of his/her intention not to occupy his/her assigned slip for a period of thirty (30) consecutive days or more during the boating year. Upon receipt of notification, the Dockmaster may temporarily assign use of the slip for the vacancy period to individuals on the waiting list, beginning with the members with the highest priority ranking and boat size appropriate for the slip. This does not apply to the winter months when some boats are hauled for dry storage.

3.7 Slip Termination

Upon termination of a slip assignment for any reason, the member leaving an assigned slip shall be due a refund of his/her original deposit from the Marina Committee minus any outstanding charges. In the event there is no one eligible for assignment to the vacated slip, the member may have to wait until a new assignment is made before receiving the refund.

3.8 Substitutions

Unless specifically authorized by the Dockmaster, substitution of one boat for another in a slip assignment, or the granting of permission to use an assigned slip by another boat is prohibited.

3.9 Sale of Boat and/or Property

The Dockmaster must be notified, in writing, within seventy-two (72) hours of the sale, transfer, or loss of a boat assigned to a slip. In the case of sale or transfer, that boat must be removed from the assigned slip within seven (7) days, or the Dockmaster may direct movement of the boat at the owner’s expense and risk. Pending removal, the new owner, if not a member of the Association, may not be in the Marina unless accompanied by the previous owner.

If a slipholder sells his/her residence, the slip must be vacated prior to settlement on the residence unless the

slipholder contracts to purchase another residence in Annapolis Cove. Documentation of the pending purchase must be provided to the Dockmaster.

3.10 Marina Maintenance Fee

All slipholders are responsible for payment of a Marina maintenance fee, the amount to be fixed annually by the Committee prior to March 1. The annual fee is due April 1.

Slipholders are responsible for payment of the fee to the Dockmaster even if the slipholder has not received notice.

Once paid, the fee will not be refundable, in whole or prorated, if the slipholder gives up the slip for any reason. Members assigned a slip during the year are required to pay the fee for the entire year.

4 Specific Rules and Regulations

4.1 General Order of the Marina

Nothing in these regulations is designed to inhibit any boat owner in the normal use of his/her boat. But it is understood that no boat owner, crew, or guest shall engage in activities that the Dockmaster may conclude as disturbing the general order of the waterfront area and activities. In essence, loud, unruly behavior will not be tolerated. Repeated incidences of disturbing behavior are grounds for revocation of the member's slip assignment.

4.2 Safety and Pollution Prevention

All boats occupying slips shall be maintained in a safe condition and shall not constitute a fire or other hazard. Any boat deemed a hazard will be removed from the Marina at the owner's expense and risk. Boats may not have unattended heaters in operation. This includes electric bulbs, heat lamps, and oil burning heaters. All boats must comply with existing state, federal, and local regulations.

No fuel, oil, lubricants, sewage, or other waste shall be pumped, poured, or dumped into the waters of Lake Ogleton. Waste from refinishing work is to be disposed of by the owner in proper manner away from the Marina.

4.3 Liability for Damage

Compensation for or repair of any damage done to any boat, structure, pilings, equipment, water or electrical system in the Marina area will be, in every case without exception, the responsibility of the person(s) causing the damage. Failure to satisfy a Committee approved damage assessment may result in a charge against the member's slip deposit and cancellation of the member's slip assignment.

Any boat that sinks in the Marina area will be removed or refloated by the owner within fourteen (14) calendar days, or the Dockmaster may contract to have the boat salvaged, refloated, or removed at the owner's expense and risk.

4.4 Non-members in the Marina

Guests, outside contractors, agents, laborers, or anyone else with authorized access to a boat will not be permitted in the Marina area unless accompanied by a member or unless prior arrangements have been made with the Dockmaster.

4.5 Modifications to the Marina

No modifications to the piers or docks facilities shall be made without the prior written approval of the Committee. The Dockmaster is authorized to contract for the removal of unapproved modifications without notification. No modifications may be made to the electrical or water system without prior written approval of the Committee. However, water hose racks, rub-rails, and carpeting on finger piers and pilings are permitted.

Interference with Committee authorized work within the Marina is prohibited. The Dockmaster may contract for reversal of any such interfering action at the perpetrators expense. If the interference is caused by a slipholder, the expense may be charged against the member's slip deposit and the slip assignment canceled.

No one shall store supplies, materials, accessories, or debris in the Marina area or construct or place thereon any lockers, chests, cabinets, steps, ramps, or other structures without written approval of the Committee.

4.6 Authorization to Board and Move

If the owner of a boat that is liable to suffer damage or cause damage to other boats or property is not present and cannot be located in time to prevent damage from occurring, such boat may be boarded by the Dockmaster, Committee or Board member in order to take appropriate remedial action as any reasonable person might under the circumstances.

4.7 Guest Boats

Transient guest boats staying at the Marina overnight must be sponsored by an Annapolis Cove homeowner, registered by the homeowner with the Dockmaster, and subject to the Dockmaster's approval. All guest boats must post a sign in a conspicuous area of the boat identifying the boat owner, the resident in Annapolis Cove that they are visiting, and an emergency contact telephone number.

Guest boats may not hook up to any Marina electrical outlet. The sponsoring member shall be responsible for the conduct of his/her guests. The owner of a guest boat is responsible for disposal of all waste materials in accordance with existing county, state, and federal laws.

4.8 Small Boat Dockage

Small boats (rowboats with or without outboard motors, canoes, etc.) belonging to members may be tied to walkway pilings on a temporary basis (up to seven days) at the discretion of the Dockmaster so long as they do not interfere with access to slips. Specific permission for the privilege must be obtained from the Dockmaster, and the stipulated period for the temporary dockage must be respected. The Dockmaster is authorized to contract for the removal of any boat in violation of this provision to a commercial boat yard with cost to be borne by the member.

4.9 Living Aboard

No one is permitted to live aboard a boat occupying a slip in the Marina for a period in excess of seven days without written permission from the Dockmaster.

4.10 Duties

Members of the Committee and owners of boats assigned a slip must share in the responsibility for Marina and waterfront maintenance, including trash removal, minor repairs, and general upkeep when requested to do so by the Dockmaster. Failure to assist may result in loss of slip assignment.

4.11 Commercial Operations

No commercial operations, such as boat chartering, advertising, or soliciting, are allowed in the Marina. Boat "for sale" signs are allowed for private and brokerage purposes.

4.12 Swimming

Swimming is expressly forbidden in and around the Marina. However, bottom cleaning or repairs are allowed.

4.13 Special Rules

In accordance with Anne Arundel County zoning order S-371-84 dated 8-5-85, which allowed construction of the Marina, certain special rules apply. These are as follows:

- Any Annapolis Cove homeowner with a moored boat in Lake Ogleton may not access the Annapolis Cove Marina without prior permission from the Dockmaster. This includes anyone on the waiting list.
- The Recreation area/Marina area entrance driveway is a "No Parking Zone". All parking must be in the designated areas. The fire lane must be kept open. Parking is reserved for residents of the community with current ACPOA stickers. Marina guests are not permitted to park in the Recreation/Marina area in accordance with ACPOA Common Areas Documentation and Guidelines.
- The small pier to the east of the Marina is designated as a fishing/sunbathing pier. It is not part of the Marina.
- The small boat storage rack and landing area are not part of the Marina.

4.14 Dogs

All dogs, while not aboard its owner's boat, must be on a leash and under control of the owner at all times.