

# **OAKLANDS ASSOCIATION, INC.**

## **DOCK & SLIPS: POLICIES and PRACTICES**

The purpose of this document is to provide information describing the administration of the dock property and the slips owned by the Oaklands Association, Inc. located at 28150 Oaklands Road Easton, MD. The Oaklands Dock is owned by the Oaklands Association, Inc. on behalf of all inland lot owners in the subdivision. The operation of the dock is the responsibility of the Directors of the association and as such, they administer the usage of the slips.

All dues paying, active members of the Oaklands Association, owning property in sections 2 through 7 of the subdivision are entitled to use the community property and may request the use of a boat slip at the docks. In order to avoid any confusion as to which residences within the community qualify as "inland lots", the diagram on the next page identifies the properties in sections 1 through 7 of the development. The eligible "inland lots" are those in Sections 2 through 7 of the Oaklands development.

There are roughly 64 properties (lots) that may qualify to use a boat slip. There are only 34 slips available for qualified property owners. All slip users must remember that they do not own a slip and do not have a life-right to a slip.

Once a Resident Property Owner obtains a slip they will automatically be eligible for annual renewal of the slip assignment (or another slip of adequate size for an existing boat) so long as their community association membership dues are paid and their boat is being maintained in accordance with the guidelines herein.

Slip assignment priorities will be made as follows:

1. Resident Property Owners of properties in Sections 2 – 7.
2. Landlords of inland properties (or their tenants) of properties in Sections 2 – 7.
3. Second Slip for a Resident Property Owner of properties in Sections 2 – 7.
4. Resident Owners of Properties in Section 1 (waterfront).
5. Lineal decedents of Property Owners (limited to one decedent) in Sections 2-7.
6. Guests of a Resident Property Owner.

Assignment of slips to Landlords, Second Slip holders, and Guests/Lineal will be strictly on an annual basis. Second Slip holders and Guests/Lineal may be required to surrender their slip(s) anytime there is an unfulfilled request for a slip by a Resident Property Owner. Guests/Lineal will also be limited to slips 0-4 and 16-25.

Requests for a slip that cannot be readily satisfied relative to the size of the requestor's boat (length, width, and draft) will be wait-listed and will receive wait-list priority for assignment of an appropriately sized slip when available.

This document has been prepared and reviewed by the Directors of the Oaklands Association, Inc. and it represents the guidelines that all slip users are expected to follow. This document has been approved for operational use as of February 1 2017.

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President, Scott Carter

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Vice-Pres., Dale Whalen

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Secretary, Roger Crow

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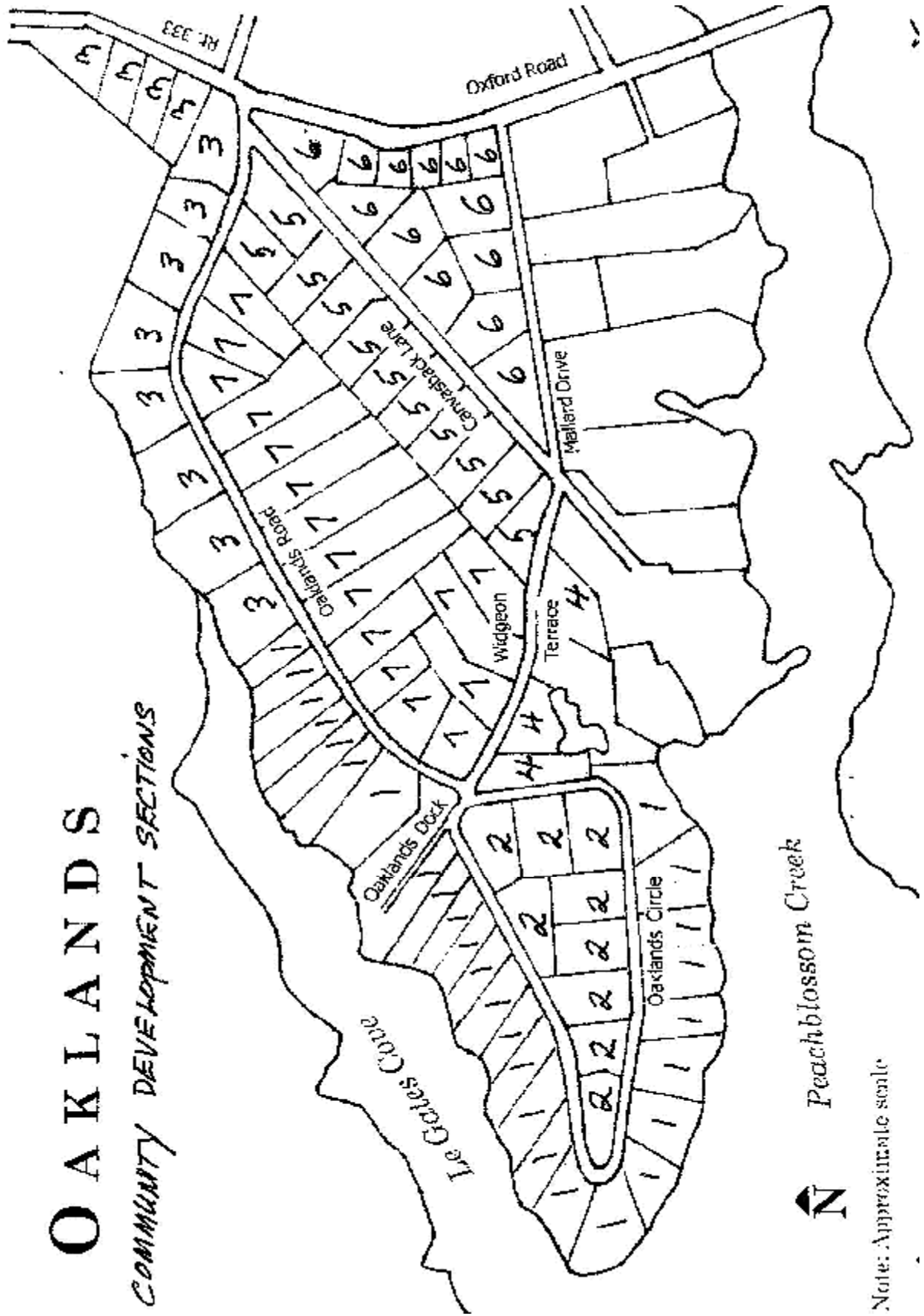
Dock Director, Chris Schindler

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Treasurer, Bob Merriken

# OAKLANDS

## COMMUNITY DEVELOPMENT SECTIONS



## RESIDENT PROPERTY OWNERS

Slip requests must be submitted to the Dock Director in writing or via e-mail. The request should include a description of the owner's boat including overall length, width, and depth or draft. If the boat is subject to acquisition or purchase is pending, the same general information should be included in the request. The space requirement for the boat is essential to determining if there are any suitable slips available.

The requesting resident must personally own the boat that will be docked in an assigned slip. Proof of ownership in the form of a copy of the DNR registration certificate will be required. In the instance that a requestor is in the process of completing a purchase of a boat, the DNR certificate, title, or a purchase document must be presented before slip use. Signing of the lease and occupancy of the slip by a new user with a new boat must be completed within 2 weeks of slip commitment, else the slip will not be held in reservation for the requestor.

There are realistic and practical limitations as to the size of boats that can be accommodated at the community docks. Our maximum slip size is 30 feet long, 10 feet wide, and a draft of 2.5 feet at mean low water (MLW). Additionally, there are some controlling depths between the dock(s) and multiple properties towards the beginning of the cove (Peachblossom Creek).

If the above criteria are not met, the Dock Director will advise the requester that their request cannot be met because: They are not an inland resident owner, They don't own the boat, or The boat is too large.

If there is an open slip available that is suitable for the requestor's boat, the Dock Director will advise requestor and upon the requestor's concurrence, the slip will be assigned. The annual rental agreement will be executed by the Requester and the Dock Director. The requester will provide any additional boat and personal identification information needed for the records and the Dock Director's records will be updated.

It may be necessary to consider changing some slip assignments in order to accommodate the requestor. In this instance, the Dock Director will survey current slip users to determine if slip assignment changes can be made to accommodate the new requesting user. If so, revise existing rental agreements. (This step may apply when a resident user obtains a boat of significantly different size. Before a resident homeowner purchases another boat they should consult with the Dock Director regarding the practicality of, and impact upon, other users having to change slips.)

## OTHER USERS

Slip requests must be submitted to the Dock Director in writing or via e-mail by a resident, who is an active member of the Association. The request should include a description of the owner's boat including overall length, width, and depth or draft. If the boat is subject to acquisition, or purchase is pending, the same general information should be included in the request. The space requirement for the boat is essential to determining if there are any suitable slips available.

A landlord of an investment property (purchased and holding as an investment property) in Sections 2 – 7 of the subdivision may apply for the use of a slip for the associated property. The slip may be used by the landlord or by his/her renter. If the landlord holds multiple qualifying properties, he/she will only be qualified for one slip for his/her personal use. The landlord will be responsible for paying homeowner association membership dues and for the signing of the Slip Lease Agreement for themselves or their tenant.

A landlord of a converted resident property (converted from primary residence to a rental) will retain all rights of a Resident Homeowner so long as the slip is used for their personal boat and not made available to a tenant.

Second Slip users are Resident Homeowners having multiple boats at the docks. They will be allowed to hold multiple slips so long as there are no wait listed persons owning a boat that can be accommodated in the lessor one of the slips being used by the resident homeowner. If the requester's boat can be accommodated, the user of the second slip will be asked to forfeit the slip.

Should the need arise for a waterfront resident of the community to need temporary dockage for their boat, or a visitor, we will make a slip available on a temporary basis if an appropriate size slip is available. Typical reasons for having a need would include overlapping sale and purchase of another boat and having to have their dock repaired or replaced. If a waterfront resident does not have the dock capacity for a second boat, the resident may be accommodated on an ongoing, annual basis if there are open slips at the Association's docks.

Occasionally some slips may not be filled each season. When this situation occurs the Association may extend an offer to a non-resident (guests/lineal descendent) to use a slip for the season with the understanding that usage must be forfeited if a community residence wishes to have a slip and the slip is of the appropriate size for their boat. Guests desiring to return for a succeeding year may do so if a slip is available. Guests will be retained on a first-in-last-out basis and slip size.

No effort will be expended to relocate any resident homeowner users to accommodate the requests of "Others" because their assignments are strictly seasonal and they are subject to termination should the need arise to provide a slip to an owner resident.

## SLIP LEASE AGREEMENT

The Oaklands Association Inc. has implemented a standardized annual slip lease agreement which must be executed by the Slipholder and the Dock Director at the beginning of each boating season (first of April).

- Agreements will be mailed to slip users during February of each year.
- Slipholders are to sign and return a copy of the agreement by March 1<sup>st</sup>.
- Agreements will begin March 1 and end February 28/29 of the following year.
- Signed leases, with payment in full must be received no later than March 31<sup>st</sup>.
- Non-payment will result in the slip becoming available for assignment after March 31<sup>st</sup>.
- New users assigned a slip after June will receive a prorated bill for 9 months.
- Payments will be made independently of the billings for association dues (with the exception of the one-time user initiation fee).
- Slipholders withdrawing from an agreement (or asked to forfeit their slip) may receive a prorated return of up to fifty (50) percent of the annual contract amount at the discretion of the Dock Director.
- Slipholders directed to vacate their slip will not receive a financial return.

Forfeiture of Slips may be appropriate under certain conditions, such as Non-Usage of Slips. The Board reserves the right to, but has no obligation to, terminate the lease of any slip holder who has not permanently docked a boat in their assigned slip by July 4<sup>th</sup> of each year. If the Board chooses to terminate that lease, the slip holder will receive one half of the annual slip rental fee as a refund. That Association member will be placed at the bottom of any existing waitlist for a slip in the following year. In this manner, the board will be able to better service the membership if there is a need for said slip.

Addressing Health Issues incurred by a slip user. A user will be granted a grace period of one (1) season of non-use if the individual anticipates a restoration of health that will permit him/her to continue boating. The individual will still be required to pay the slip fees and the slip may be sub-leased for the season to another resident or a guest by the Association President/Dock Director with the agreement of the assignee.

Annual Payments & Late Payments: Annual slip usage fees are set by the Association on a sliding scale that takes into account the size of the slip (length, width, and depth). Starting in 2013, fees will range from \$220 to \$440 per season (year). Fees for slips numbered 0, 1, and 16 through 21 will be \$110 per season. – Slip costs may be adjusted prior to the beginning of each season at the discretion of the Board of Directors.

Guest Fees: Guests will pay two (2) times the established resident rate for a slip. .

Note: All slip rate adjustments are calculated using percentages and then rounded up to the next \$5 increment if not ending in \$5 or \$0. For example: from a 2012 slip fee of 300, the calculated rate for 2013 with a 10% increase will be  $300 + 30 = 330$ . If the same slip is occupied by a guest user, the rate will be  $300 + 30 = 330$  € then  $330 * 1.25 = 412.50$  € 415.

Boat Registration is important: Please notify the Dock Director of any changes in boat registration or acquisition of a different boat. The Association maintains a registry of boats in each slip. The purpose is to be able to insure that slips are being used by the Slipholders for docking their own boats and to be able to contact owners in the event any problems are observed with regards to the condition of the boat and its mooring.

- Slipholders are to contact the Dock Director and provide information to include: make, model, length, width, draft, and registration number. Owners are to provide a copy of the boat title or the DNR registration card to the Dock Director.
- Also, it is requested that an emergency contact name and phone number be provided for the Association to use in the event the owner cannot be readily contacted or expected to respond to an emergency. Availability of cell phone numbers is appreciated.

Temporary Dockage: The President/Dock Director must approve temporary dockage of boats for visitors of the Association members. Temporary dockage should be of a short duration (less than one week) and arrangements for electrical and water hookup must be approved.

Children on Docks: Children under the age of 12 must be accompanied by an adult when at the dock.

Crab pots: Crab pots are allowed at the dock area, but they must comply with all State of Maryland Regulations. Pots should be placed under the dock structures. Pots that interfere with boating access to the dock will be removed. New Maryland DNR regulations established in 2014 allow for only 2 registered crab pots per property.

Swimming from Docks: All members of the community and Slipholders (and their guests) may swim from the docks. Swimming is done at one's own risk and a responsible adult is expected to be present at all times. All swimmers should be advised against diving as the water depth at the end of the docks is less than 3 feet at low tide. -- The Oaklands Association will not be liable for any injuries occurred by swimmers.

Insurance: Each slip user is strongly encouraged to carry property and liability insurance on their boat and its contents. The Association does not assume any liability for your loss of property and the Association will hold each slip user responsible for any damage to the docks and pilings and other boats. -- *The Association carries liability and fire insurance only on the dock and its property. This insurance does not extend to your boat or its contents or to any liability incident that may occur on your boat.*

Environmental Issues: Each Slipholder is hereby notified that they are responsible for any environmental damages occurring from leaks or spillage of oil and fuel (or other contaminants) and any costs incurred by the Association will become the user's liability.

Access to the Dock and Facilities: All Slipholders will receive a key to the entrance gate and a key to the water switch. -- If one unlocks the gate, they should place it on the stanchions to prevent it from blowing shut. If you are the last one out in the evening, you are expected to shut the gate and lock it. If you use the water, please turn it off after use and lock the electric box with the switch in the off position. Electricity and water should be readily available to you, close to your slip. If you encounter any problems with the electricity or water, please contact the Dock Director.

Derelict Boats: Slipholders must agree that any boat kept in the slip shall be:

- properly maintained and kept "ship shape" in appearance
- operable under its designed power system
- safe and not present a risk to other dock users or their property

The Dock Director shall not rent a slip for use by a boat which does not conform to these requirements.

In the event that a Slipholder is in violation of any of the requirements, the Dock Director or the President shall give written notice to the renter of their failure to comply and inform the renter of the requirement to bring the boat into compliance within 30 days or to have the boat remove from the slip. If the renter fails to comply within 30 days, the Dock Director shall have the craft removed and sold (or disposed of) in an expedient manner. During the 30 days following the request to vacate the slip, the Dock Director may move the boat to any other slip, pier, mooring, beach, or land location at his discretion. The Dock Director and/or the Oakland Association shall not be responsible for any damage to or loss of the boat or its contents.

Unauthorized Use or Deceitful Use: of a slip will constitute forfeiture of the right to use the slip and the boat will be subject to removal at the discretion of the Dock Director and President. In the event the boat owner fails to comply within 72 hours, after verbal notification, the boat may be moved to other slip, pier, mooring, beach, or Cove anchorage at his discretion. The Dock Director and/or the Oaklands Association shall not be responsible for any damage to or loss of the boat or its contents.

Appeal: In the event a Slipholder (or applicant) elects to challenge a decision by the Dock Director, the party may make a written appeal (letter or e-mail) to the Association President. In turn, the Association President will convene a review of the party's issue by the Board of Directors. A majority vote by the Directors will be final and absolute.