

**COVE POINT CLUB
MARINA POLICIES AND PROCEDURES**

1. MARINA PRIVILEGES ENTITLEMENT

Each property owner is entitled to one dock slip assignment per property. Additional dock slip assignments may be made to members in good standing on a first come, first served basis, and based on the availability of additional dock slip permits. Dock assignments may be applied for by payment of the current (construction) fee as established by the Board of Directors for such dock rights, in addition to the \$500.00 specified in Section 13 (b) of Schedule A of the Covenants.

2. DOCK ASSIGNMENTS

- 2.1 Dock assignments, which will be made annually prior to the start of the boating season, will be contingent on payment of marina maintenance fees and all other moneys owed CPC prior to annual assignment date.
- 2.2 Priorities for more desirable slip locations will be based on the following criteria:
 - a) Seniority of Cove Point membership.
 - b) Location/proximity of dock and property.
 - c) Size and type of boat (draft and beam requirements).
 - d) Service to Cove Point Club.
- 2.3 A copy of an owner's/renter's boat registration and proof of insurance shall be provided to CPC if requested.

3. DELINQUENT FEES/DUES

- 3.1 When marina maintenance fees and all dues fees and assessments have not been paid by the due date, the owner will be considered in arrears and owing until all fees and dues have been paid.
- 3.2 He/she will not get the slip previously assigned if it is no longer available at the time outstanding fees are paid.

4. NON USE OR RENTAL OF DOCK ASSIGNMENT

- 4.1 In the event that an owner elects not to utilize his or her assignment in any given season, the owner is still responsible for payment of the marina maintenance fee.
- 4.2 The owner has to option to either:
 - a) Pay the fee personally and leave the slip vacant.
 - b) Rent the slip assignment to another club member in good standing, in which case the owner shall advise the CPC Board whom the slip assignment is rented to. CPC will maintain a list of the slips that are available for rent.
- 4.3 Any member of CPC who does not possess dock rights cannot rent a slip from the Club or from any other member of the Club.
- 4.4 Cove Point Club docks may only be occupied by boats belonging to Cove Point Club members or property renters. It is the responsibility of the owner to ensure that any property renters using the CPC marina comply with all CPC policies, procedures, rules and regulations.

5. LOSS OF DOCK RIGHTS

- 5.1 If any owner fails to pay the marina maintenance fee and related late fees for two successive years, measured from the due date of the first such payment not made, the owner will then forfeit docking rights at CPC.
- 5.2 This forfeiture shall provide the Club the right to sell or rent the dock assignment to any eligible member on a "first come-first served" basis.
- 5.3 The prior owner will remain liable for the two years' marina fees not paid, but will not be liable for marina fees that accrue after the date of forfeiture of the dock assignment.
- 5.4 The forfeiture shall be confirmed in writing by the CPC Board.
- 5.5 If said owner, or a subsequent owner of that owner's CPC lot or Villa, wishes at some time in the future to re-acquire a dock assignment, he or she may do so by paying the then prevailing fee for acquisition (construction) of a dock (but not the \$500 specified in Section 13 (b) of Schedule A of the Covenants), and subject to availability of space in the marina.
- 5.6 The owner is subject to loss of seniority with respect to the new dock assignment.

6. RELINQUISHMENT OF DOCK RIGHTS

- 6.1 If an owner wishes to forgo existing dock rights, and no longer wishes to use the marina facilities, and wishes to be absolved of liability for the annual marina maintenance fee, the owner may do so by notifying the CPC Board in writing.
- 6.2 An owner who so notifies CPC will be relieved of responsibility for payment of marina maintenance fees beginning with the next boating season.
- 6.3 If said owner, or a subsequent owner of that owner's CPC lot or Villa, wishes at some time in the future to re-acquire a dock assignment, he or she may do so by paying the then prevailing fee for acquisition (construction) of a dock (but not the \$500 specified in Section 13 (b) of Schedule A of the Covenants), and subject to availability of space in the Marina.
- 6.4 The owner is subject to loss of seniority with respect to the assignment of a new dock.

7. TRANSFER OF DOCK RIGHTS

An owner may transfer ownership of his/her dock rights to another member in good standing. Notice of any such transfer shall be provided to the CPC Board in writing and shall be signed by both the seller and buyer.

8. DOCK OWNERSHIP

- 8.1 The "hardware" inventory of all docks and slips shall be owned by CPC.
- 8.2 No member owns a specific boat slip, only the right to berthing space.
- 8.3 No specific slip can be offered for sale when a Cove Point Club property is sold. Only the right to dock assignment can be transferred.

- 8.4 Members are prohibited from attaching any temporary protection or mooring devices (carpet, bumpers, cleats, etc.) to docks/hardware other than those accessories approved by the CPC Board.
- 8.5 No permanent attachments may be made to any dock/hardware without the written approval of the CPC Board.
- 8.6 The CPC Board will make every effort to provide continuity in slip assignment and location from year to year.

9. "BOATS-IN-JEOPARDY"

- 9.1 CPC Board is empowered to protect our marina facility from damage and minimize any environmental consequences which may result from a member's "Boat-in-Jeopardy".
- 9.2 This could include, but not necessarily be limited to any of the following situations:
 - a) Boat partially or totally submerged.
 - b) Boat free of moorings or tie-ups.
 - c) Boat drifting or aground.
 - d) Boat jeopardizing other members' boats or other facilities.
 - e) Imminent danger from approaching storm like hurricane or tropical storm.
 - f) Boat significantly damaged from any Act of God requiring removal from the water.
 - g) Boat not removed from slip prior to removal of docks.
- 9.3 In the event of any emergency, the CPC dockmaster or deputy will immediately advise the member by telephone to seek corrective action. If the member cannot be reached at published numbers, the emergency numbers will be used and, if recorded on file, the member's marina will be contacted.
- 9.4 If prompt response and remedial action is not forthcoming, the dockmaster or deputy will contact CPC's marina maintenance contractor for boat removal or recovery.
- 9.5 Any and all charges associated with a boat's removal or recovery and protection from corrosion shall be borne by the member/owner of same and replacement in CPC marina will be contingent on full payment of emergency remedies authorized by the CPC dockmaster or deputy.
- 9.6 When a boat submergence represents an environmental hazard as determined by the PA Clean Waters Act 102, dockmaster (or designated deputy) is authorized to take immediate necessary action to avoid environmental fines and any and all costs shall be borne by the member/owner.
- 9.7 CPC Marina Committee will provide assistance to owner/member towards possible recovery of costs from owner's insurance company.

10. BOAT SIZE LIMITATIONS

- 10.1 Boats using the CPC marina are limited to 24 feet in length.

11. SWIMMING FROM DOCKS

- 11.1 Members are urged to swim in designated beach areas only.
- 11.2 Due to potential liability to CPC, swimming from Club docks is strongly discouraged.

- 11.3 Ladders are provided for emergency exit from the water only.
- 11.4 Anyone swimming from Club docks or from boats berthed in such docks, does so at their own risk.

12. ADDITIONAL DOCK ASSIGNMENTS

- 12.1 Although each member/owner has an entitlement to only one dock per property, additional dock slip assignments may be made to members in good standing on a first come, first served basis, and based on the availability of additional dock slip permits.
- 12.2 The CPC Board will strive to accommodate special additional assignments for jet ski/waverunner craft.
- 12.3 In the event PP & L grants CPC additional dock permits and CPC elects to construct such additional docks, future additional dock assignments may be possible, based on seniority priorities.

As approved at the annual membership meeting of May 28, 2005.

Secretary