



## SOUTHDOWN SHORES HARBOR RULES

(Revised for 2019 season)

### I. DOCK AND RAMP USE

#### A. WAITING LIST.

1. Entries are made to the waiting list when a request has been received by the Harbormaster from a Southdown Shores Community Association (SDS) resident for dock space and no space is available or the available space is not suitable for the requestor.

#### B. ASSIGNMENT OF DOCK SPACE.

1. **Marina privileges are to be given to SDS Association members only.** This rule is pursuant to the Code of Maryland Regulations (COMAR) and Anne Arundel County codes.

2. Dock space will be assigned annually by the Harbormaster, according to boat size and other requirements. **Slip assignments may be modified by the Harbormaster to insure the most efficient use of this community asset.** Slip holders may request a change in their assigned space by writing the Harbormaster and requesting a change. If the desired slip has been assigned, both parties must agree in writing to the change.

3. If you live in SDS and your place on the waiting list comes up, you will be issued a slip for your boat. **You will continue to be assigned a slip appropriate for that boat as long as you continue to live in SDS, pay your dues and fees on time, and do not violate the Harbor and Dock Rules.**

4. Dock space and launch ramp privileges are based on one per residence and **only for a boat to which an occupant of that residence holds the title.**

5. A SDS resident with two boats may request a second slip. However a second slip will not be assigned by the Harbormaster unless there are no boats on the waiting list that can utilize the vacant slip. Second slips are only guaranteed for a one-year lease.

6. Members holding a slip shall check with the Harbormaster regarding the availability of an appropriate slip **prior to making any commitments toward a boat that would require a larger slip.** Full details of the new vessel must be provided, including length, beam and draft. The Harbormaster has the absolute final say in determining if a vessel is appropriate or not to 'fit' in the allocated slip. This applies even after the new vessel has arrived at the marina. Under no circumstances will the physical structure of the marina be altered to accommodate a particular boat – this includes, but is not limited to, the re-positioning of pilings and finger piers or the addition of boat lifts – unless the alteration is first proposed to and then vetted and approved by majority vote by the Board."

**7. The Marina will not be used for wet or dry storage of non-operational or un-seaworthy boats.** Slip space is for boats that are actually in regular use. **The Harbormaster may give the owner a 60-day warning to either make the boat operational or remove it.** "Operational" refers to the ability of the craft to navigate in a manner consistent with the intended purposes for which it was designed and constructed. "Seaworthy" means the overall condition of the craft **should be free from hazards that could cause sinking or danger to nearby boats and facilities.**

**8. The Marina is intended to be used as a community resource and any commercial undertaking is not allowed.** This includes, but is not limited to, boat charters, commercial crabbing and fishing, and renting for overnight accommodations.

#### **C. BILLING.**

1. The Harbormaster is responsible for billing. Each SDS resident who has a slip assigned or launch ramp privileges will receive a renewal bill on or before February 1<sup>st</sup> each year.
2. Payments of annual fees are due in full on or before April 1<sup>st</sup>, or within 30 days of the mailing of the bill. **At the time of renewal, a signed marina agreement form and a copy of the current registration/documentation showing ownership by a SDS resident are required, along with payment. Key exchange will take place during marina clean-up, or as arranged directly between the Harbormaster and the slip holder. Keys are not to be duplicated or loaned to anyone. Loaning your key is a violation of these rules and may result in the complete loss of marina privileges, including termination of slip assignment.**
3. On April 1<sup>st</sup>, the Harbormaster will assign vacant dock spaces. Residents who had marina privileges the previous year and fail to pay the current dues/fees, or fail to make satisfactory arrangements with the Harbormaster, will be processed as a new applicant and, if they so desire, will be placed on the waiting list for a new slip assignment.
4. SDS residents on the waiting list will be billed when a space for their boat becomes available. They will have 14 days to make payment and provide all required paperwork. This process will be continued until all available spaces are filled, or the list exhausted. Only after the waiting list has been completely serviced can a second slip be assigned.
5. Launch ramp privileges shall be given to any SDS member upon request and payment of all fees. The same paperwork is required for launch ramp use as for slip assignments.

#### **D. REGULAR DOCKING.**

1. **No boat is to be docked at the marina without specific slip assignment from the Harbormaster.**
2. Any slip that has been rented, and not utilized by the assigned boat by July 1<sup>st</sup>, will be declared vacant and assigned to the next person on the waiting list. A member who does not intend to use his/her slip may sublet in accordance with paragraph E. Under extenuating circumstances, an owner may submit a written request to the SDS Board of Directors, who may make an exception.
3. A transient that is sponsored by a paid member may be permitted by the Harbormaster. This is only for a short visit and fully coordinated with the Harbormaster in advance of the visit. Relative fees may apply.

#### **E. SUBLEASING.**

1. Subleasing is the only way of holding a slip assignment while you are between boats, or having extensive work done on your boat.
2. Subleasing will be done through and by the Harbormaster only. The Harbormaster will assign the space to the next person on the waiting list. **Subleasing will be done for one boating season** and both parties will be required to pay the appropriate fees to the Community through the Harbormaster. In no case will this fee be less than 50% of the full annual fee (see paragraph G below).

#### **F. RESPONSIBILITIES.**

1. All boats must be secured in a manner that is satisfactory to the Harbormaster and will avoid damaging other boats or the piers.
2. The Harbormaster is specifically charged with the enforcement of these rules. The Harbormaster is authorized to take those actions necessary to preserve Community Property or other boats and bill the owner for all costs incurred. This authority includes the removal of unauthorized boats, vehicles and other equipment. Members and residents are expressly authorized to request police assistance in the event of nighttime parties or any suspicious activity. After police assistance has been requested, the Harbormaster or other SDS Board member must be notified.
3. An applicant for slip or ramp privileges must sign an agreement to abide by these rules.
4. Acceptance of slip or ramp privileges implies that you will promptly correct, financially or otherwise, any damage caused by yourself, your boat, your vehicle or your guests to Community Property or other boats and vehicles.
5. No boats shall remain parked on trailer in the parking lot or anywhere on community property. Such vehicles will be towed at the owner's expense.
6. **Ice protection is provided to protect the Community Property, not the boats.** If you feel that the ice protection near your boat is inadequate, coordinate with the Harbormaster regarding donating an additional ice eater.
7. Parking space is limited. The lot is for SDS members and accompanied guests only. **On busy weekends it is requested that there be no more than one vehicle per family. Additionally, on busy weekends, please take your trailer home after launching your boat.**

#### **G. VACATING.**

1. Any person vacating their slip space before June 30<sup>th</sup> will be given a 50% refund. Persons vacating after this will not receive a refund. This applies to slips only and not to ramp fees.
2. Slips are assigned to residents, not houses or boats. Persons moving out of SDS are required to remove their boat as part of the move and turn in all keys. Vacated slips will be re-assigned by the Harbormaster. Transfer of ownership for houses and/or boats does not ensure a slip transfer.

#### **H. ELECTRICAL.**

1. **The electrical power on the piers is intended for night security and the maintenance of boats. The electric system is not designed for, or intended to, support full time air conditioning or heating.**
2. **The use of electric heaters to winterize boats is expressly prohibited.**
3. At times of extreme high water, the harbormaster may cut power to the docks for an extended period to preserve the electrical infrastructure. An attempt will be made to inform slip holders via community-wide email when the power has been cut, and re-instated.

#### **I. LAUNCH RAMP.**

1. The launch ramp is available to all members who have an assigned slip space or ramp privileges. The ramp is not available to non-SDS Residents, except as noted below. Once you have launched or recovered your boat, you must lock the gate as soon as your vehicle is clear of the ramp. Any person waiting should have his/her own key and must open the gate himself or herself. **Failure to properly lock the gate may result in the immediate loss of all marina privileges.**
2. Any person with slip/ramp privileges may launch/recover a guest boat **providing the privilege holder is actually going out on the guest boat.** Since this involves an "out of community" boat and vehicle the **Harbormaster must be informed prior to the launch.**

## **II. REGULATIONS WITHIN THE HARBOR AREA**

### **A. BOAT OPERATION.**

All boats within the harbor area must be operated in a safe and lawful manner at all times. Please be mindful of your boat wake in and around the immediate marina area.

#### **B. DISCHARGE.**

1. Fuel, oil and bilge water must not be allowed to contaminate the harbor area. **It is a violation of Federal and State law to discharge, even accidentally, fuel or oil into the water.**
2. **Toxic, dangerous and environmentally unfriendly chemicals must be collected for proper disposal and not illegally dumped into the water or on the ground.**
3. The discharge of toilets is prohibited in the marina area.
4. All boat maintenance will be done in an environmentally responsible manner consistent with best management practices established by the industry and regulators. **Washing bottom paint in the slip and pressure washing bottom paint on the ramp are expressly prohibited.**

#### **C. OUTSIDE PERSONS**

Guests and marine contractors will be permitted access to the Marina as an accommodation to its members. **Member assumes full responsibility for all individuals invited to the marina for social or maintenance purposes. This includes liability for negligence, damage to property and the environment, as well as all provisions in these Harbor & Dock rules. Violations by an outside person will be deemed a violation by the member who invited him or her.**

#### **D. LIVING ABOARD**

Living aboard a boat is prohibited in the marina. Occasional overnight stays are acceptable.

#### **E. FIRES.**

Open fires are prohibited on the piers. This includes cooking fires and BBQ's.

#### **F. CRABBING AND FISHING.**

1. Crabbing and fishing are permitted on the "Crab Pier" and bulkhead only. Crabbing and fishing are not allowed on the "T Pier". Persons crabbing and fishing must comply with State laws and regulations. **Guests may crab if accompanied by a dues paying member of SDS.**
2. No crabbing or fishing equipment or materials may be stored on the docks or finger piers.

### **III. OTHER REGULATIONS**

#### **A. WORK PARTIES.**

The Marina/Park facilities exist because of the efforts of past and present members. Considering the modest fees charged for slip/ramp privileges, **each member is expected to participate in at least one clean-up/work party a year.** Work parties are scheduled to perform needed maintenance to the area and usually held in the spring. The Harbormaster and Beautification Chairman provide notice through bulletins and newsletters. If a member cannot participate, he or she should contact the Harbormaster or Beautification Chairman for a work assignment. It is incumbent on all members to assist in keeping the maintenance costs down and the Marina/Park area a safe and enjoyable amenity.

#### **B. PENALTIES.**

1. **A fee of \$10 will be charged for a lost key. This fee will also apply for any key returned that is not the original issue.** Additionally, slip/ramp privileges will not be renewed until this fee has been paid.
2. **Violation of any of the Harbor Rules may result in the immediate loss of all Marina privileges.** The SDS Board of Directors may reinstate lost privileges, upon application in writing. There will be no refund of fees paid.
3. **At no time shall a boat occupy a space that was not assigned by the Harbormaster. The Harbormaster may have such boats removed at the owner's expense without having to contact the owner.**

**C. OTHER.**

1. The Marina/Park closes at sunset. The access gate will be locked at this time and there should be no one, other than boat owners, in the area.
2. There are no trashcans in the Marina/Park. Everyone is requested to pick up his or her trash and take it out.
3. Nighttime parties are expressly prohibited. Members and residents are expressly authorized to request police assistance in the event of nighttime parties or any suspicious activity. After police assistance has been requested, the Harbormaster or other SDS Board member must be notified.
4. State Law prohibits underage consumption of alcohol.