

Seawinds Boat Owners Association, Inc.
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2022 Seawinds Association Marina Rules & Regulations

The following content is a summary of the Seawinds Boat Owners Associations By-Laws and all Tidelands Lease Laws. If any discrepancies arise these documents will prevail.

The marina is a separate corporation whose only tie is to the Seawinds Condominium Community by the rule that only Owners of Seawinds and Seawinds II Condominium Associations may be the Certificate Holders. Because the Condominium Association is not obligated to assume any of the expenses related to the Marina, only Certificate Holders may use the common elements of the Association.

CERTIFICATE HOLDERS (Slip Owners):

- Must be Owners of a Condominium Unit in Seawinds I or Seawinds II Associations.
- Each Certificate is equal to shares of stock proportionate to the number of feet within the slip.
- Fees are based on the linear footage per slip and the total footage contained in the Marina.
- Fees are assessed in a yearly basis, effective January 1, of each year, but are payable anytime between Jan 1 through April 1 of each new boating season with no late fee. Late fees will be assessed for slip owners not paid in full by April 1 of each calendar year. (Amended 2020)
- If you own a boat slip on January 1 and then sell your slip prior to the payment date, please understand that the fees are the responsibility of the slip owner on January 1 unless the buyer agrees to pay them. The buyer must submit in writing that they are willing to take on this liability before the sale is executed. (Amended 2020)

DOCKAGE

- The occupant of any slip must own the Vessel docked in said slip.
- Each Year, the Vessel Information form, along with a copy of the current NJ Registration and Insurance certificates must be forwarded to the Management Company prior to any slip use.
- Should the Vessel Registration and/or Certificate of Insurance expire at any time during the current season an update copy must be supplied to the Management Office. This applies not only to Slip Owner's, but Renters/Tenants as well.
- Commercially Registered Vessels are prohibited.
- Boats may not be used for any business and /or commercial purpose.
- No person(s) may reside on any Boat.
- No major mechanical repairs may be performed.
- No part of the Marina may be blocked or used in such a way to prevent access by other slip holders. (Kayaks and Wake Boards cannot be placed on the docks or pilings.)
- All Vessels must be seaworthy, properly docked, and cannot extend beyond the end of the outside pilings.

- Refueling of boats at our Marina or Tidelands Lease area is prohibited at any time for any reason. This is in compliance with NJ Environmental Tidewater Laws concerning spillage. Please do not carry gas cans down to the dock and fill your tanks.

USE OF THE MARINA

- Use of the Marina is only for Certificate Owners and Renters.
- Children under 18 years of age must be accompanied by an adult.
- Due to Liability and Safety Concerns: Dogs must be on a leash when walked in our community, on common grounds and on our docks. Dogs should be escorted directly onto your boat and not allowed to roam the docks.
- The Marina is in a no Wake Zone.
- No launching of any vessel or use of slips by anyone but slip Certificate Holders or authorized and approved lessee.
- Guests are not permitted in the Marina area without the presence of a slip owner/renter.
- Guests of the Marina may tie up their boats at the "T" at their own risk, on a first come, first serve basis. The guest's sponsor is to notify the Management Office of the Vessel Information prior to dockage.
- **No change to the appearance of the docks or marina is permitted.**
 - **Any modifications to the docks must be approved by the Board.**
 - **Nothing should be mounted on the pilings other than boat lines.**
 - **Nothing can be mounted on the docks and fingers.**
 - **Dock Boxes. No one may install a box different from our standard.**
 - **If you own a 25 or 35 foot slip – we are standardizing on Taylor's Model 83550. This box measures 40"W x 20"H x 19" with one gas shock.**
 - **If you own a 45 foot slip you can order the one above or the larger Taylor Model 83553. This box measures: 46"W x 27"H x 26"D with two gas shocks.**
 - **If approved, any modifications will be required to be performed by a Licensed Dock Maintenance company to ensure the modification does not jeopardize the electric, plumbing and the integrity or aesthetics of our Marina.**
 - **As a reminder: There will be no additional cleats, kayak racks, fishing pole racks, hose racks, trash cans, carpets, etc. mounted anywhere on the docks, fingers and pilings. You may add a cleat or a hook to the piling to better secure your ropes, but please ensure that they are mounted high. There are chains at the end of each finger and when the tide rises, we do not want the chains to hook onto your ropes, hooks, etc, which could then damage the finger.**
- **Docks and Fingers should remain clear of all debris. No personal items such as, Crab Traps, kayaks, coolers, hoses, etc. should not be left or stored on the docks.**
- No swimming or diving allowed in any part of the Marina.
- Trash will be removed at the end of the day and no trash is to be left on the dock areas at any time for any reason.
 - Trash pulled out of the water should be carried up to the main dock entrance and put out for bulk pickup every other Wednesday.

- Old ropes, hoses, floats, etc., should be removed and properly disposed of.
- Any maintenance items should be reported to the Management Company immediately.
- Any use of the Marina that may cause an increase in Insurance Rates is prohibited. This is a general rule that would prohibit use for things that the marina was not intended for such as: biking, skateboarding, swimming, children's recreation, and the like.
- At the end of each season, all lines, hoses, and other personal property must be removed. Any items left on the dock area after November 30th will be removed and become the property of the Association and/or disposed of at the Slip Owner's Expense.

SLIP RENTAL/LEASE INFORMATION:

- An Owner may rent/lease his or her slip, but only to another resident of the Seawinds I & II.
- The Owner's Yearly Maintenance Fee must be paid in full prior to renter's slip occupancy.
- A signed lease agreement must be forwarded to the Management Company for Association approval prior to renter's slip occupancy.
- Leased Slip cannot be occupied prior to April 1st and the Vessel must be removed no later than November 30th of each season.
- The following information must be attached to the Lease Agreement.
 - Copy of Renter's rental payment check
 - Current Vessel Registration
 - Current Vessel Certificate of Insurance
- Renters must abide by all Marina Bylaws, Rules & Regulations.
- Minimum rental rate for 2021 is \$100 per linear foot of renter's boat.