

# SOUTHDOWN SHORES MARINA RULES

(Revised for 2026 season)

The following Southdown Shores Marina Rules (Rules) have been adopted by the Southdown Shores Association, Inc. (SSA) Harbormaster Committee in order to provide a safe and inviting Marina for our members and their guests. These Rules are expressly made part of the current Southdown Shores Association, Inc. Marina Membership Agreement. By using the Marina, Launch Ramp, or Canoe Rack Southdown Shores Association (SSA) slip holders, boat owner(s), any members of their family, guests, contractors, or invitees (hereinafter individually and collectively referred to as "guests") expressly agree to comply with these Rules at all times and to the terms and provisions contained herein. The Harbormaster Committee maintains the right from time to time to change or add Rules for the safety, care and cleanliness of the Marina or for the preservation of good order and, upon notification of such amendments and additions on the SSA website, they shall immediately become part of all Southdown Shores Association, Inc. Marina Membership Agreements and supersede all previous versions of same. SSA Marina Slip holders and Boat Owner(s) agree to comply, and to cause their guests to comply, with all Rules.

## 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 Committee from a Southdown Shores Association (SSA) 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 SSA members only who reside in Southdown Shores. The Harbormaster Committee reserves the right to request information verifying residency in Southdown Shores.

2. Marina Slips will be assigned **annually** by the Harbormaster Committee, according to boat size and other requirements. This means that no boat owner is guaranteed the same slip every year. Slip assignments may be modified by the Harbormaster Committee to ensure the most efficient use of this community asset. However, slip holders with slips from the previous year who keep the same size or smaller boat will receive a slip for the current year absent exigent circumstances. Once slips are assigned for the season, slip holders may request a change in their assigned space by writing to the Harbormaster Committee and requesting a change. If the desired slip has been assigned, both the assigned slip holder and the Harbormaster Committee must agree in writing to any change. If a boat owner is assigned a slip and sells the boat to another community member, the slip will not be conveyed with the sold boat. The new owner must request a slip assignment from the Harbormaster Committee.

On April 1<sup>st</sup>, the Harbormaster Committee will assign vacant slips. 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 Committee, 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. A community member who does not yet have a slip and who is requesting a slip, or is a returning slip holder changing boats, must submit a Slip Request/Change Form to the Harbormaster Committee, which will then make a determination regarding a slip for that person.

5. If you live in SSA and your place on the waiting list comes up for a slip suitable for your boat, you will be issued the slip for your boat for that season. You will continue to be assigned a slip appropriate for that boat as long as you continue to live in SSA, pay your dues and fees on time, do not violate the Marina Rules, absent any exigent circumstances.

6. Slip space and launch ramp privileges are based on one SSA member who owns property and resides in Southdown Shores, and only for a boat to which an occupant of that residence holds the title except as noted in Section 1.2 of these Rules.

7. A SSA resident with two boats may request a second slip by completing the required information on the Marina Membership Agreement issued at the beginning of each year or at any time by submitting a Slip Request/Change Form to the Harbormaster Committee. A second slip will not be assigned by the Harbormaster Committee unless there are no boats on the waiting list that can utilize any vacant slips which remain after all other first slip requests have been fulfilled. Any second slip that is assigned at the beginning of the boating season will be considered conditional until June 30<sup>th</sup> of that year pending any subsequent first slip requests submitted to the Harbormaster Committee. The Harbormaster Committee may require a member to relocate his or her second boat to another slip or remove it from the Marina entirely to accommodate another member's first slip request. In the event of a removal, the impacted member will receive a full refund for the second slip. For the avoidance of doubt, from July 1<sup>st</sup> onward, no member's boat may be removed from the Marina to accommodate another member's first slip request. Second slips are only guaranteed for a one-year lease; there is no promise nor guarantee of any future assignment for the second slip. The Harbormaster Committee maintains full discretion for the management of slip assignments, nevertheless, it may utilize a lottery system for determining the allocation of such remaining open slips for boats which are otherwise equally suitable because of their size or other qualities.

8. Members holding a slip shall check with the Harbormaster Committee regarding the availability of an appropriate slip prior to making any commitments toward acquiring a boat that would require a larger slip at the Marina. Full details of the new vessel must be provided, including length, beam and draft by submitting a Slip Request/Change Form to the Harbormaster Committee. The Harbormaster Committee has the absolute final decision in determining if a vessel is appropriate or not to fit in a slip. The Harbormaster Committee's absolute power to determine slip appropriateness for vessels applies even after the new, or any, vessel has arrived or is 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 the Southdown Shores Association Board of Trustees in accordance with the Southdown Shores Association By Laws..

9. Slips shall not be used for long-term storage, and boats utilizing Marina slips shall be used regularly. Boats utilizing Marina slips shall also be maintained in operable, seaworthy, and orderly condition insofar as the exterior appearance is concerned.

All vessels may be required for examination and approval by the Harbormaster Committee or its agent, prior to the execution of the Southdown Shores Community Association, Inc.'s Marina Membership Agreement or following the execution of it. Vessels are to be maintained at all times in good mechanical and aesthetic condition. Vessels not meeting these conditions, as determined at the sole discretion of the Harbormaster Committee or its agent, shall not be admitted to or permitted to remain in the Marina. A marine survey, conducted by an accredited marine surveyor, may be required at the discretion of the Harbormaster Committee or its agent, and shall be at the Boat Owner's expense, any time prior to arrival or while the vessel remains in the Marina.

Notwithstanding anything contained herein, in the event that the condition of a vessel is such that there is an immediate danger to the public safety, navigation, or the environment, the Harbormaster Committee or its agent may, but is not required to, correct said condition by removing the boat or remedying the situation by any means they deem appropriate. The Owner of the boat shall be responsible for all costs associated with said corrections. The Owner must maintain their vessel in a state of readiness for movement in case of fire or evacuation. In an emergency, the Harbormaster Committee or its agent reserves the right, but not the

responsibility, to take action as necessary and prudent to safeguard the Owner's or any other person's boat or property and the Owner shall be responsible for charges and materials and/or the costs of hiring a contractor to move or remove the vessel and make any repairs required to make the boat or the situation which may endanger life, property, or natural environment safe.

**10. 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 Committee is responsible for billing. Each SSA 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 Southdown Shores Association, Inc.'s Marina Membership Agreement form and a copy of the current registration/documentation of the vessel showing ownership by a SSA resident are required, along with current proof of insurance and payment. Key exchange will take place during Marina clean-up, or as arranged directly between the Harbormaster Committee 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. SSA 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 continue until all available spaces are filled, or the list is exhausted. Only after the waiting list has been completely serviced shall any second slips be assigned.
4. Launch ramp privileges shall be given to any SSA member upon request and after payment of all fees and submission of required paperwork.

### **D. REGULAR DOCKING**

1. No boat is to be docked at the Marina without a specific slip assignment from the Harbormaster Committee.
2. Any slip that has been rented, but is not utilized by the assigned boat by July 1<sup>st</sup>, will be declared vacant and assigned to the next eligible person on the waiting list. A member who does not intend to use his/her slip may sublet it in accordance with paragraph E. Under extenuating circumstances, an owner may submit a written request to the SSA Board of Trustees, who may make an exception.
3. A transient who is sponsored by a paid SSA member may be permitted by the Harbormaster Committee. This is only for a short visit and fully coordinated with the Harbormaster Committee in advance of the visit. Additional 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 with the approval of the Harbormaster Committee only. The Harbormaster Committee will assign the space to the next person on the waiting list. Subleasing shall be done for one boating season only, and both the Sublettor and the Sublessee shall be required to pay the appropriate fees to the Community through the Harbormaster Committee. In no case shall 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 Committee and so as to avoid damaging other boats, the piers, ramp, or Marina.
2. Current registration and vessel identification numbers, matching the registration documentation submitted with the Membership Agreement, must be displayed as required by Maryland DNR on any boat in a Marina slip.
3. The Harbormaster Committee is specifically charged with the enforcement of these rules. The Harbormaster Committee is authorized to take those actions necessary to preserve Community Property or other boats and to bill the slip holder and/or owner for all costs and/or damages incurred. This authority includes the removal of boats, vehicles, and other equipment. SSA 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 Committee or other SSA Trustees shall be notified.
4. An applicant for slip, ramp, or canoe rack privileges must sign an agreement to abide by these Southdown Shores Marina Rules.
5. Acceptance of slip or ramp privileges implies that you will be fully responsible for and promptly correct, financially or otherwise, any damage caused by yourself, your boat, your vehicle, and/or your guests, to Community Property, other boats, vehicles, persons, or property.
6. 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.
7. Ice protection is provided to protect the Community Property, not the boats. If a slip holder desires additional ice protection, they may provide their own in coordination with the Harbormaster Committee.
8. Parking space is limited. The lot is for slip holders, SSA 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, your trailer should be taken home or removed from the ramp and Marina after launching your boat. Access to the parking lot is controlled by assigned key fobs. Circumventing the use of a key fob or manipulating the gate system to gain entry is a violation of the rules.

## **G. VACATING**

1. Any person vacating their slip space before June 30<sup>th</sup> shall 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 SSA residents, not houses or boats. Persons moving out of Southdown Shores are required to remove their boat as part of the move and turn in all ramp and Marina keys. Vacated slips will be re-assigned by the Harbormaster Committee. Transfer of ownership for houses and/or boats does not ensure a slip transfer, and the Harbormaster Committee shall be notified of any such transfers and shall retain the ultimate discretion on whether there shall be a slip transfer or not.

## **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, nor intended to, support sustained or full-time air conditioning or heating. The slip holder and/or owner of the boat shall not use the electrical power on the piers for such activities.
2. **The use of electric heaters to winterize boats is expressly prohibited.**
3. At times of extreme high water, the Harbormaster Committee 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-SSA 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 provided that the privilege holder is actually going out on the guest boat. Since this involves an "out of community" boat and vehicle, the Harbormaster Committee must be informed prior to the launch.
3. Powering on or off" a trailer is prohibited at the Southdown Shores Marina (Boat must be winched onto the trailer). Members using the Launch Ramp are responsible for any damage caused by their negligence or the negligence of their guests to the Marina structures and/or boats.

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

### **A. BOAT OPERATION**

Navigation laws of the United States and the State of Maryland apply to all boats in, approaching, or leaving the Marina. Boat Owners are responsible for damages or injuries caused by their boat's wake.

All boats within the Marina area, approaching or leaving the Marina must be operated in a safe and lawful manner at all times, including following the navigation laws of the United States and the State of Maryland. The Marina area is a "no wake" zone or low-speed area requiring boaters to travel at idle speed (generally around under 5 MPH or the slowest speed needed to maintain steering) without creating a significant wake. Please thus be mindful of your boat's wake in and around the immediate Marina area. Boat Owners and Captains are responsible for damages and injuries caused by their wake.

### **B. DISCHARGE**

1. Fuel, oil and bilge water are not 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 be dumped or discharged into the water or on the ground.
3. The discharge of toilets is prohibited in the Marina area.
4. All boat maintenance shall be done in an environmentally responsible manner consistent with best management practices established by the industry and regulators. Pressure washing boat bottoms in the Marina area is 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 Southdown Shores Marina 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 and boats while in the Marina. This includes cooking fires and barbeques.

## **F. CRABBING AND FISHING**

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

# **II. 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 are usually held in the spring. The Harbormaster Committee and Beautification Chairman provide notice of such events through bulletins and newsletters. If a member cannot participate, he or she shall contact the Harbormaster Committee 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 these Marina Rules may result in the immediate loss of all Marina privileges. The SSA 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 Committee. In such an event, the slip holder and/or boat owner hereby consent that the Harbormaster Committee need not notify them before removal of the boat. The slip holder and/or boat owner further agree and consent that they will be responsible for all related expenses and costs.

## **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 Committee or other SSA Board members shall be notified.
4. All state laws apply including the prohibition of the underage consumption of alcohol and any use of contraband or illegal drugs.