

HAMPTON POINT ASSOCIATION, INC.
Boating, Bulkhead and Dock Committee
Dockage Rules

SECTION 1 – Authorization

The Boating, Bulkhead and Dock Committee (“the Committee”) operates under the Certificate of Incorporation and By-Laws of the Hampton Point Association, Inc. (“the Association”).

The Committee shall consist of a Dockmaster, who must be an Association Board Director and at least two other members.

SECTION 2 - Eligibility

Dockage is restricted to Association members in good standing, or their resident children, who have been assigned a boat slip by the Dockmaster. Slips are limited to one slip per household on an as-available basis.

SECTION 3 – Fees

An initiation fee (currently \$500.00) is imposed for boat slip rights. Also, a seasonal maintenance charge (currently \$500.00) is required of each individual who is assigned a slip. These fees and charges are for the maintenance, installation, repairs, et cetera, of Association docks and may be changed as expenses warrant. All fees and seasonal maintenance charges are payable to Hampton Point Association, Inc., prior to launching or by May 31, whichever comes first.

SECTION 4 – Boating Season

The boating season starts when the docks are installed for that season, weather permitting. The boat season ends when the docks are removed.

SECTION 5 – Dockmaster Duties

The Dockmaster is responsible for the following:

- Assigns boat slips
- Coordinates dock installation, repair and removal
- Presents a dock report to the Association membership at the annual meeting
- Reports to the Board regularly
- Maintains a list of boaters, type and size of boat and slip numbers
- Maintains records of Boaters Committee
- Issues slip fee and reservation notices to boaters
- Numbers dock spaces.

SECTION 6 – Slip Assignments

A waiting list for slip assignments will be maintained by the Dockmaster in the order of date of written application. Effective April 10, 2021 a written application must be submitted with a non-refundable \$50. application fee to ensure your place on the List. Residency and membership in Hampton Point Association does not entitle a member to a slip, but rather, to the right to a dock slip as they become available.

When a dock slip becomes available the Dockmaster will offer it to the first person listed on the Waiting List. That homeowner will have 7 days to respond to the offer. If the homeowner does not accept the slip, his name will be removed from the top of the list and the Dockmaster will then contact the next person on the Wait List until the available slip has been assigned. After declining a slip offer, a homeowner must submit a new application and fee in order to be placed once again at the bottom of the Wait List.

Upon acceptance of a slip, a new boater will pay both the full initiation fee and the full seasonal fee, as well as the current Homeowner Dues if they have not been paid for that season. These fees are not prorated, regardless of when the slip is offered and accepted.

Upon receipt of notification of a slip assignment the individual, along with payment of all fees and seasonal charges, will provide the Dockmaster with:

- A. Written intention to use/not use the slip for that season.
- B. A copy of the boat's registration indicating that the boat is registered to the individual homeowner (or evidence of resident ownership where applicable).
- C. Name, address, phone number and e-mail address for year-round contact purposes.

Wait-list boaters accepting a slip should launch their boat in the season for which they have paid. However, if they do not launch their boat in that season, they must launch their boat by May 31 of the next season in order to maintain their slip.

Slip assignment will terminate by any of the following actions/inactions:

- A. Non-payment of Association dues.
- B. Non-payment of all dockage fees and charges prior to launching or by May 31, whichever comes first.
- C. Failure to notify the Dockmaster in writing by May 31 of any season in which an assigned slip will be vacant for the full season.
- D. Members in good standing, with a valid boat registration, will be permitted a two-(2) season vacancy period, provided the Dockmaster is notified in writing, by May 31 of each season. The seasonal fee must still be paid during the vacancy period. If a boat is not docked after the two (2) season vacation period, the slip will be forfeited at the end of that boating season. The Dockmaster may then reassign the forfeited slip based upon a dated "Request to Move" list and/or based upon seniority at the dock in question.

SECTION 7 – Temporary Slip Assignments

Vacant, reserved slips may be assigned by the Dockmaster to the next individual on the waiting list on a temporary basis. Temporary slip assignments are for one season or a partial season only.

Partial season slip recipients shall pay a pro-rated monthly fee of \$100.00 per month, up to a maximum season fee of \$500.00. This exception shall not be required to pay the initiation fee.

SECTION 8 – Slip Locations

Slips will be assigned seasonally by the Dockmaster according to boat type, size, draft and dock preference (where possible). Maximum overall length is limited to 21 feet. Previous slip assignments will be honored provided the boat remains unchanged. Slip assignees must notify the Dockmaster upon boat changes.

SECTION 9 – Slip Exchanges and Requests to Move

Slip assignees may exchange slips subject to Dockmaster approval. Dockmaster maintains a “Request to Move” list from HPA boaters. All dock slip moves will be based upon “same side” of the dock slip assignments unless approved by the Dockmaster.

SECTION 10 – Renters

Renters will not be assigned dock slips.

SECTION 11 – Transferability

Slip assignments are not transferable with the sale or purchase of a home.

SECTION 12 – Disputes

Disputes between slip assignees will be resolved by the Dockmaster, subject to an appeal to the Board of Directors.

SECTION 13 - Refunds

No refund of either the seasonal maintenance charge or initiation fee will be made to slip assignees who lose good standing as Association members.

SECTION 14 – Dock Access

Access to Rugby Dock and Elm Avenue Dock shall be from the north end of those respective roads.

Access to the Hoover Lane Dock shall be via the Easement or established Right of Way (granted to Hampton Point Association, Inc. via Deed by the property owner) leading north from West End Avenue to the dock.

Access to the Clinton Dock shall be via the Easement or established Right of Way (granted to Hampton Point Association Homeowners via Deed by property owner Hampton Point Association, Inc.), leading north from West End Avenue to the dock.

Access to the docks via Easements or Rights of Way shall be by foot. Vehicular access on the Easements or Rights of Way shall be restricted to vehicles in the active installation,

repair or removal of the docks and support materials with notice to the servient landowner. All authorized Emergency Response Vehicles shall have unrestricted access in response to active emergencies.

SECTION 15 – Parking

Parking is not permitted on Access roads, Easements or Rights-of-Way to the docks, except for the vehicle uses stipulated in Section 14.

SECTION 16 – Dockage Funds

All money collected for dockage will be held by the Association Treasurer in a separate account for dockage purposes.

SECTION 17 - Insurance

Where obtainable, it is highly recommended that the boat owner secure applicable insurance to protect himself/herself from damage and losses.

SECTION 18 - Limitations

Slips will not be assigned for jet-powered boats less than 16 feet in length.