



Pine Harbour
Property Owners' Association
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**Rules Governing Boat Slips, Boat Ramp and
Adjacent Recreational Areas**
(Revised Effective September 4, 2022)

As stated in the by-laws of the Pine Harbour Property Owners Association (PHPOA), Article IV, Section 5, (E), the Board shall “adopt such rules and regulations relating to the use of Association property, and sanctions for non-compliance therewith, as it may deem reasonably necessary for the best interest of the Association and its members.” Accordingly, the Board of Directors of PHPOA has established and approved the following rules governing the use of the boat slips and adjacent recreation areas:

1. Boat slip leases are available only to Pine Harbour lot owners in good standing and only one slip will be allowed per owner(s) regardless of the number of lots owned. Leaseholders of slips numbered 1 - 14 and 17 - 19 will be contacted in March of each year, to determine if they wish to rent their slip again. As long as a leaseholder continues to rent a slip from year to year, they will be given the right-of-first-refusal. If they decline, the slip will become available to the lot owners on the waiting list.
2. A waiting list will be created when all the available slips are spoken for. Names on the waiting list will be placed in the order that the Secretary/Treasurer receives their Boat Slip Survey form (or another acceptable form of written communication) indicating their interest in leasing. When a slip becomes available, the first name on the waiting list will be contacted - and if they decline, will be removed from the list until they submit a new request - then the second name will be contacted, and so forth.
3. Each year, after items 1 and 2 are completed, if there are any of the 17 slips still not leased an owner who rents out his/her property may lease a boat slip for his/her tenant. This will not entitle the owner or tenant to the annual right-of-first-refusal status for this slip. The lease will indicate the name of the tenant who will actually be using the slip and will be signed by the owner with the understanding that he/she will be held responsible for any damages or complaints related to use of the boat slip. It will be the owner's responsibility to ensure that their renter is complying with these rules governing the boat slips and adjacent picnic area.
4. Boat slip fees will cover the twelve months from April 1st through March 31st. The full amount is due when the applicant receives the lease to sign, notifying them that he/she will receive a slip. **Failure to pay the required amount by the due date will result in default, the owner will lose his/her right-of-first-refusal status, and the slip will be offered to the first name on the waiting list.**

5. Except as provided under Item 3, owners are not allowed to sublet or reassign their boat slip and at the Board of Directors option, such action will terminate the lease and the owner will forfeit his/her right-of-first-refusal status.
6. Boat slip leaseholders not in compliance with the Covenants and Rules of the Association will have their lease agreement terminated and will not receive a refund of any part of the yearly rental fee. Those who terminate their lease agreement early at their own discretion, will also not receive a refund. The waiting list will be used to offer the slip - at a pro-rated amount - for the duration of the original lease.
7. Boat slips #15 and #16 will be available for use by any member of the PHPOA at no cost. In addition, boats may tie up on the outside of slip #16 and the outside of slip #19. *These docks are available on a first-come, first-serve basis and boats can be docked for a maximum of two consecutive nights at a time in any of the temporary locations. Moving a boat from one temporary dock to another does not re-start the 2-day clock!* Docking the boat overnight does not guarantee that the slip will remain available the next day. When the slip is empty, the slip becomes available for use by all owners. *Jet Skis should not use one of the temporary slips*, but instead should be tied up in the area between the boat slip walkway and the shoreline. Boats parked for more than 2 consecutive nights may be towed or removed by the Association at the owner's expense. The Association assumes no liability for damage resulting from, or fees charged, for this action.
8. The dock and shore area adjacent to the boat ramp is to be used for temporary docking only while loading and unloading. Boats are not to be left in this area unattended.
9. Vehicles and boat trailers must be parked in the upper field next to the gazebo. There is no parking allowed along the entry to the boat ramp. Handicapped parking is designated in the turnaround loop at the far side of the picnic area. Vehicles not eligible to park in this area (not displaying a handicapped sticker or license plate) or any vehicles parked in the boat ramp area, will be subject to fines and/or towing at the owner's expense.
10. Board members and Committee members may check for violations or damage to these areas and may alert owners of any possible actions against them.
11. Children must be under the supervision of an adult at all times.
12. All persons leasing a boat slip from Pine Harbour are personally liable for damage committed by themselves, family members, or guests - whether intentional or not - to another person's property or Association property, including boats, jet skis, or any other watercraft, the pavilion and surrounding area, boat slip area, or personal property or persons. The Association will assume no liability for damages or injuries caused by the leasing party, family members, or guests.
13. The Association will pay for maintenance and repairs caused by normal wear and tear, and will be responsible for providing periodic weather preservatives to the wood surfaces. Any

damage caused by the leasing party must be repaired at their own expense.

14. Numbers will be supplied and installed by the Association identifying each slip. Personal signs supplied by owners are not allowed. The Association reserves the right to place additional signs on the docking area that they feel necessary.

15. Leased boat slips may have a rope blocking access to their slip area by other parties while their boat is away. The leaseholder must supply the rope. No other permanent or temporary equipment is to be installed without prior approval.

16. Installation of lighting fixtures is not allowed unless provided by the Association.

17. Swimming is not allowed from the boat slips or in the boat launch area.

18. Fishing is allowed but must not interfere with or obstruct boaters from use of the slips. Cleaning of fish is not allowed in either the boat slip or picnic areas.

19. The recreation area is closed to activity from sunset to sunrise except for launching, loading/unloading, or docking of boats. Overnight camping is not allowed in the boat slip, picnic, or parking areas. Reasonable boating courtesy, particularly minimizing noise between sunset and sunrise, should be observed to protect the privacy, peace and quiet of the surrounding neighbors. Violators making unreasonable noise at any hour, causing a disturbance, or inflicting damage to property may be asked to leave the area, which may terminate the owner's future use of these facilities, subject them to fines assessed by the Association and if a slip leaseholder, possible termination of the lease. If necessary, the Association will call upon local law enforcement for assistance.

20. Picnic tables will be provided and are available on a first-come, first-serve basis. Owners may bring their own grills but must use caution while in use. Coals must be removed from the area and disposed of in the proper way. While the picnic pavilion is being used, golf-carts are allowed to be parked immediately adjacent. However, at no time are they to be left there unattended while out boating, etc.

21. Owners are responsible for leaving the picnic tables, boat slips, and surrounding area clean and trash-free. **All trash, debris, and litter must be taken from the recreational area and disposed of offsite.**