

Baker's Landing
Homeowners' Association

FILED/RECORDED
May 12, 2020
DORCHESTER COUNTY
REGISTER OF DEEDS

COMMUNITY DOCK RULES

Baker's Landing Homeowners' Association, Inc. (Association) has two community docks (Docks) – one in Section A on Mansfield Boulevard and one in Section B on Baker's Landing Drive.

1. **Authority:** These rules are established by the Association's Board of Directors pursuant to Article IV, Section F of the Association's By-Laws. These rules are effective on March 1st, 2020.

2. **Community Docks:** These rules are intended to promote safe use and enjoyment of the Docks by Members of the Association, hereafter referred to as Owner(s). All Owners are asked to remember that these are shared community Docks and that good will and cooperation between Owners will ensure that all Owners can have equal access and use of the Docks.

3. **Eligibility:** The Docks are for the sole use of Owners in good standing with the Homeowner's Association, their immediate family members living with them (Family Members), their Tenants, and Tenants' immediate family living with them (Tenant Family). Tenants and Tenant Family are eligible to use the Docks if they are occupying a residence in Baker's Landing as their primary residence and pursuant to a written agreement provided to the Homeowners' Association showing that the Tenant has sole occupancy rights to the property.

Owners, Family Members, Tenants and Tenant Family Members are hereafter referred to as Eligible Users. Eligible Users must be at least 16 years of age to use the Docks unaccompanied. Eligible Users aged 16 or older may take younger Family Members of any age to the Docks.

Eligible Users may not give permission to anyone to utilize the Docks or give out the combination to the Dock locks. Doing so will result in the suspension of access privileges to the Docks.

Eligible Users of age 16 or older may have Guests at the Docks. All Guests must be accompanied by an Eligible User at all times. **Guests** are not allowed to leave watercraft of any type unattended at the Docks.

2. **Liability:** The Association and its Board of Directors assume no responsibility for loss through fire, theft, collision, storm or other damage to watercraft, their contents and structures in the area set aside for the community dock. Additionally, the Association assumes no responsibility for personal injury or death to Eligible Users or Guests anywhere on the premises or Docks, whether due to negligence of the Association, its Owners, or its Board of Directors.

3. **Dockage:** Only watercraft legally registered in the name of an Owner or Tenant may be left unattended at the Docks. Owners and Tenants may, at their own risk and provided adequate space is available, leave one watercraft tied up at a Dock for up to 72 hours without any requirement for removal. After that time period the boat must be removed if all spaces on the Dock are occupied and another Owner or Tenant has requested (either during the initial 72 hour period or thereafter) to tie up at the Dock. All Owners and Tenants must conspicuously post on their docked boat their name and phone number so that other Owners or Tenants may give notice of their claim for the space.

No permanent dockage will be allowed at any time. The owner of any watercraft left at the dock for longer than 72 hours must notify the HOA Board in writing of their desire, including a description of the watercraft and its location. No person shall be allowed to dock any boat for any period of time exceeding 7 days. Only one watercraft per lot may tie up at any time at the Docks.

Watercraft moored at a Dock must be secured in a manner that will not cause damage to either the Dock or other docked watercraft.

Only Owners in good standing (defined as having no unpaid dues, late charges, fine assessments, unremediated violations of the covenants and or previous instances of Dock misuse) are authorized to moor their watercraft at the Docks.

5. No Commercial Activity or Usage: The Docks and their facilities are for pleasure usage only. No commercial activity or usage is allowed. No watercraft shall be allowed to moor at the Docks which is in any way or at any time used for commercial purposes or which charges or accepts a fee or any other form of compensation either directly or indirectly.

6. Dock & Walkway Cleanliness: No waste, paper, debris or other refuse are to be left at the Dock or anywhere in the Dock access area. Eligible Users shall ensure the Docks are left in a clean manner, free of all debris, boating apparatus, canoes, kayaks, or other watercraft or equipment and personal effects upon departing the Dock. No dock boxes, lockers or storage containers of any kind may be left at the Docks. Items left at the Docks, including canoes, kayaks, etc. are subject to removal.

All persons using the Docks agree to properly dispose of waste (including treated or untreated sewage from heads or holding tanks). Discharging of the bilge in the docking area is not allowed.

7. Items Not Allowed: No electric, gas, or diesel-powered vehicle shall be allowed on the dock at any time. Bicycles, skates, skateboards, scooters and other similar devices are not allowed on the Docks or walkways to the Docks.

8. Pets: All pets shall be kept under control and not left unattended. Owners are responsible for immediate cleanup of any pet waste.

9. Quiet Time and Conduct: Quiet time shall be observed at the Docks from 9:00 p.m. until 8:00 a.m. Loud music or other unnecessary loud noises are prohibited at all times. Inappropriate conduct or other disturbances are not permitted.

No individual may run, horseplay, dive or jump from the Docks, railings or seats. Swimming is at your own risk. Use of life jackets is urged for infants, children and non-swimmers while on the docks. Owners are responsible for their actions and the actions of their Family Members, Guests, Tenants and Tenant Family utilizing the Docks.

It is the responsibility of the Owner to inform Family Members, Tenants, Tenant Family and Guests of the Dock rules and ensure compliance. All persons should be mindful of other watercraft and individuals using the Docks.

10. "Live Aboard": No Owner, Family Member, Tenant, Tenant Family or Guest is permitted to live aboard any watercraft or to sleep overnight while moored or in the immediate area of a Dock, nor may any pets be left aboard.

11. Wake: Watercraft operators must minimize speed and wake while entering and exiting the Dock area.

12. Prohibited: No fire of any kind, including fire contained in a charcoal or natural gas burner, is permitted on the Docks or on watercraft moored at a Dock.

No fireworks or other explosives are permitted on the Dock walkways, Docks or watercraft moored at a Dock at any time. No discharge of firearms is permitted at the Docks or walkways to the Docks.

25. Relocation: The Association reserves the right to move watercraft when required or when watercraft or Eligible User is in violation of these rules in a manner which negatively impacts other users. The Association shall make every effort to provide appropriate and reasonable notice to the watercraft Owner of its intent to move watercraft. If the watercraft is not moved by the end of the notice period, the Association may have the watercraft removed, and the costs associated with such removal and subsequent storage shall be at the offending owner's sole expense. Watercraft owners shall hold the Association, its members and directors safe and harmless from any and all liability, injury, loss or damage caused by relocation.

26. Named Tropical Storms: It shall be the responsibility of each watercraft owner to remove their boat/watercraft from the Dock within 24 hours, after a Tropical Storm or Hurricane Watch is issued for Charleston or Dorchester County. Owners will be held responsible for any and all damage caused by their or their Tenant's watercraft during a tropical event.

28. Damage: Any Dock structure or appurtenances damaged or destroyed by negligence or improper use shall be repaired or replaced at the offending party's expense. Owners are responsible for damages caused by Family Members, Tenants, Tenant Family, and Guests.

29. Dock Alteration: No alterations, additions, or installation is permitted to any Dock area. No one may build, store, construct, or attach anything to the Docks including, but not limited to, mooring whips, cleats, fenders, ladders, or additional pieces of wood.

30. Violations: Violation of the Dock rules is grounds for suspension of usage, fines, and/or revocation of access privilege. The Association may terminate Dock privileges for abuse or neglect in abiding by these rules in whole or in part.

33. Assessments: The Association's Board reserves the right to issue an assessment to any Owner for their or their Tenant's violation of these rules that result in costs to the Association and/or private dock Owners. This action may be taken in addition to suspension of dock usage privileges.

In witness hereof, the Baker's Landing Homeowners' Association, Inc by its officers, has executed the document this 12 day of MARCH, 2020 who hereby certify that the foregoing rules were adopted by approval of the Board.



Witness

DEON RICHARDSON

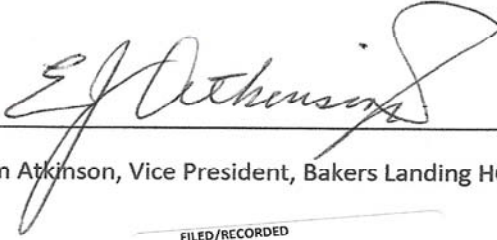


Chase Blatchford, President, Baker's Landing HOA



Witness

GLENDIA C. MOORE



Jim Atkinson, Vice President, Bakers Landing HOA

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David Wilson, Treasurer, Baker's Landing HOA