

# **SUNDANCE COMMUNITY MARINA PROPERTY RULES AND REGULATIONS**

## **General Usage**

1. Authority: The Board of Directors of Sundance Homeowners' Association, Inc. ("Association") has the sole responsibility for the management and assignment of the Sundance Marina, pavilion, bathrooms, boat ramp, docks, firepit, gate, and any other structure or facility on site (collectively "Marina Property") use privileges.
2. Liability: The Association, its members and Board of Directors, and the Association's management assume no responsibility for loss through fire, theft, collision, or other damage to boats/watercrafts, their contents, other boats/watercrafts, personal property, and structures anywhere on the property. Additionally, the Association assumes no responsibility for personal injury or death to the owner, his/her crew, family, or guests anywhere on the Marina Property or premises, whether due to negligence of the Association, its members, or its Board of Directors. This provision and the regulations and limitations contained herein also apply to vehicles and trailers of the boat/watercraft and those of other family or guests.
3. Use for Members Only: Only Sundance Association lot owners ("Owners" or "Members") and Associate Members, in good standing (defined as having no amounts owing to the Association and no open violation of a deed restriction following an official violation notice sent by the Association to the Member), tenants of lot owners approved by the board, family members who live with the above, and guests of, but only while accompanied by, one of the above, are authorized to use the Marina Property and/or facilities, dock their boats/watercrafts at the community dock or use the boat ramps. No other individuals are permitted to utilize the Marina Property. Key holders shall not allow unauthorized persons to use their key.
4. No Commercial Activity or Usage: The marina property and its facilities are for pleasure usage only. No commercial activity or usage is allowed. No boat/watercraft shall be allowed 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.
5. Sundance Owners must have a key and card set (issued with a separate signed agreement and fee) to enter the Marina Property. Owners agree to ensure the gate is closed and locked once inside the property, and again upon departure.
6. The entrance gate must not be propped open by any object or person, and the infrared eye(s) must not be blocked to prevent the gate from closing at any time. For events, hosts may request the gate be left open at the start of their event for a short duration to allow guests to enter. After this window of time, hosts will need to open the gate for late arrivals with their access card.
7. Bathrooms are only accessible with a key and have storefront locks. Once the doors close, they are locked from the outside. Event hosts may prop the bathroom doors ajar using the door stop at the bottom of each door during their event. Hosts are responsible for ensuring the bathroom doors are securely closed and locked before leaving the marina.
8. Disturbances: Facility users shall not create visual or noise nuisances. Loud parties, inappropriate conduct or other disturbances are not permitted. Owners are responsible for themselves and their guests.

9. Damage or destruction to any part of the facilities or Marina Property, including the gate and gate motor, as a result of improper use or negligence may result in an assessment or invoice being sent to the owner and such assessment or invoice will be the owner's responsibility to pay.
10. Owners are responsible for all personal possessions. The association will not be held liable for any items left or damaged on the premises by residents or their guests.
11. All trash must be removed or disposed of in appropriate containers onsite. Disposing of raw food or fish, fish cleaning remnants, bait, or tackle is prohibited. Owners must dispose of this material in their own refuse bins.
12. Except for the water well and security cameras, owners must turn off all faucets, lights, and other equipment upon leaving.
13. Firepit use is for pavilion renters first, and then available to other residents if not in use. Firewood may be available on site and is strictly for use in the marina firepit. Firewood may not be removed from Marina Property. Burning of any kind outside the firepit is prohibited. The water hose near the well should be used to extinguish any fire before leaving. Do not leave a smoldering fire or embers unattended. In case of emergency, there is a fire extinguisher in the pavilion near the grill area.
14. Prohibited anywhere on Marina Property are firearms, fireworks, ATV's, dirt bikes, 4-wheelers, unleashed pets, staples (for decorating), and children under 13 without an adult.
15. Marina Property Closure: The Association Board reserves the right to close the Marina Property, docks and/or the ramp for repairs, emergency conditions, or other circumstances as deemed necessary.
16. Failure to comply with any rule listed in this document or on the pavilion rental agreement, in their entirety, may result in forfeiture of any deposit, in a fine, or in the loss of use privileges.

#### **Pavilion Rental**

17. To reserve the marina pavilion, you must be current on payment of your annual assessment and/or must not owe any other fee(s) to the association.
18. Reservations for the use of the Marina for private parties, barbecues, etc. must be made in advance by reserving online or contacting the CAM or Marina Committee Chairperson. Reservations are not valid until the rental fee and deposit have been received by the CAM or Chairperson. Reservations can be made up to 6 months in advance and for no longer than 2 consecutive days. **\*\*Please note 8am to midnight of the same calendar day is considered one day.** Overnight reservations may be accepted on a per case basis.
19. Each calendar day reserved requires a seventy-five dollar (\$75) refundable deposit, along with a twenty-five dollar (\$25) non-refundable fee. Payment can be made via cash or check made out to Sundance Association and either placed in the Sundance dropbox or given to the Marina Chairperson. Payments may also be made online on the Sundance website.
20. No equipment, tables, grills, fans, or other association owned items may be moved from their positions without prior Board authorization.
21. Pavilion renters must remove the waste bag from the pavilion refuse bin(s) and dispose of

the bag(s) in their home waste container.

22. Decorating the pavilion or other surfaces at the marina is allowed so long as removable media such as tape and tacks are used. All decorations and string must be cut and removed upon reservation end. Staples are prohibited.

### **Dock and Boat Ramp Usage**

23. Etiquette: All dock users should be mindful of other boats/watercrafts using the dock. Only one boat may load or unload at a time. Once your boat has been unloaded from the trailer, please pull or move the boat to the end of a dock so the next person may load/unload.
24. Watercraft of any kind should only be moored long enough to immediately load or unload and exit the dock area. Watercraft may not be power-loaded onto trailers. To be clear, the loading of any watercraft onto a trailer must not be done with the aid of "gunning," or using a sudden increase in gas-power to push the boat onto the trailer. Abuse of either of these limitations may be punishable by loss of amenity privilege, fine, or other appropriate sanction.
25. Dock Cleanliness: No waste, paper, debris, fish, bait or other refuse are to be left at the dock or dock area or thrown into the river. Removal of trash from the premises is the responsibility of the boat/watercraft owner or guest. Fish cleaning on the dock is prohibited. Disposing of raw food or fish, fish cleaning remnants, bait, or tackle in the marina waste cans is prohibited. Owners must dispose of this material in their own refuse bins.
26. Dogs: All dogs shall be kept on leashes when other persons are present and not ever left unattended. The Owner is responsible for ensuring that the docks, walkways, and immediate areas surrounding them are not used by pets for soiling. Owners are responsible for cleanup of any animal waste immediately.
27. Electrical Devices: Use of electrical cords and electrical devices are prohibited on the docks. No electrical hookup is provided, and no method of temporary power supply may be utilized.
28. Wake: Boat/watercraft owners and operators must minimize speed and wake while entering and exiting the dock areas so as to do no harm to the docks or other boats/watercraft.
29. Dock Fires: No fire of any kind, including fire contained in a charcoal or gas burner/grill, is permitted on the dock or on a boat/watercraft while the boat/watercraft is at the dock area.
30. Fueling: Gasoline containers are not permitted on any dock and no fueling is permitted at dockside. This is a Coast Guard and EPA regulation.
31. Swimming: The Association does not recommend swimming in the area of the docks or launch ramp. Jumping from the dock or dock walkway into the water is strictly prohibited. Swimming, jumping, or playing in the water is done at your own risk; the Association assumes no responsibility for injury or death while swimming or playing in the river.
32. Supervision of children: No child under 13 years of age shall be on the docks unsupervised. No boat/watercraft operators under the age of 18 may utilize the dock without an adult present. Use of life jackets is urged for infants, children, and non-swimmers while on the docks. Children must be attended while there is active loading or unloading on the docks or ramp.
33. Dock Items: No dock boxes, lockers, storage containers, coolers, boarding steps or other

personal property of any kind may be left on the dock without an owner present.

- 34. Vehicle Parking: Automobile or golf cart parking is limited to the area in front of the pavilion and extending southerly down the line in front of the playground. Please do not use handicapped spaces without an appropriate placard.
- 35. Trailer Parking: Trailer parking is prohibited on the pavilion side of the property. All trailer parking is in the field opposite the pavilion. Vehicles with trailers should pull up as possible to the fence, at a diagonal, and as close as is practical to the next vehicle to allow for other residents to park.
- 36. Dock Alteration: No alterations, additions, or installation is permitted to any dock area. No one may build, store, construct, or attach anything to the dock including, but not limited to, mooring whips, cleats, fenders, ladders, or additional pieces of wood.

#### **Playground Usage**

- 37. The playgrounds are for use by children aged 10 and under only.
- 38. Children on the playgrounds are always required to be supervised by an adult .
- 39. No food or drinks may be on the playgrounds at any time.
- 40. Any sign of wasps, bees, hazardous boards or hardware, or other potential danger(s) should be reported to the CAM, Marina Chair, or a Board member immediately.
- 41. Jumping, flipping, climbing, or exiting from a play structure in any way other than the intended use is prohibited.
- 42. Play structure usage is limited to 6 children at a time, per structure.

IN WITNESS WHEREOF, the Board of Directors has adopted this set of rules and regulations on this the 17<sup>th</sup> day of September 2024.



Russell O'Connor, President  
Sundance Association, Inc.