



## **EMERALD GREEN PROPERTY OWNERS ASSOCIATION**

### **Boat and Dock Policy and Waiver, Release and Hold Harmless Agreement**

All Members using the Emerald Green Property Owners Association (“EGPOA”) Docks / Slips must follow these rules and guidelines, to maintain the Docks / Slips and to assure proper use of the Lakes.

#### **I. Boat and Dock Policy**

This policy is intended to ensure the proper notification of the membership regarding waterfront procedures and rules, as well as to provide the standardized systems for the registration of boats *via* sticker, the assignment of dock/storage space if desired, the identification of fishermen and boaters as EGPOA Members in good standing *via* personal ID, the seasonal installation and removal of boats and docks, and a consistent method of addressing violations.

EGPOA is the owner of three private lakes (Lake Louise Marie, Treasure Lake, and Davies Lake). The safety and tranquility of all lake use is our primary concern. Accordingly, there shall be no high-speed watercraft of any kind, including but not limited to, high-speed electric jet skis or surfing jet boards, operated on any of EGPOA’s Lakes, including Lake Louise Marie. Further, in accordance with New York State laws and regulations, when operating any watercraft within 100 feet of the shoreline, watercraft shall not exceed 5 miles per hour. Watercraft also shall not exceed a speed of 5 miles per hour when within 100 feet of swimmers, boats, manmade or natural water obstacles.

#### **BOAT REGISTRATION**

- ALL LAKEFRONT RULES/PROCEDURES WILL BE AVAILABLE IN THE MANAGEMENT OFFICE AND ON THE EGPOA WEBSITE. Management will advise Members that both dock slips and rack storage are available to members in good standing on a first-come, first-serve basis, and that a non-refundable fee (\$200 for double slips, \$100 for single slips, and \$50 for racks) will be required. No Member may have more than one space, regardless of type. Those with two or more waterfront violations from the previous season are ineligible for the following year. Additionally, two violations in the same season will render the Member ineligible during the current season and opens up their slip(s) to the next eligible Member on the waitlist.

- A form is available at the Management Office and on the EGPOA website to register a boat and/or obtain a dock slip/rack.
- Applications are accepted on the first business day in May during regular business hours. FULL PAYMENT IS REQUIRED AT THE TIME OF REGISTRATION. The application period will run for 5 business days.
- Applications must be made in person by the Member at the Management Office.
- A Member who may not be able to be at the Management Office physically on that day may have the Member's application submitted *via* proxy, with an accompanying proxy letter. All proxy letters will be verified by Management Office staff before beginning the vetting process. Proxy applications are limited to one per Member household.
- Once all available slips are taken, the Member's application will be kept on a waitlist. Applications on the waitlist will be kept in sequence of submittal, and if any slips/racks become available throughout the year, the next Member on the waitlist will be contacted, and if the Member elects to take the slip/rack, the remaining dock/rack fee will be prorated for the remainder of the season. If the Member refuses a dock/rack space at that time, the Member's submitted application will be kept at the top of the list for the next season's first-come-first-served permits, in submission order. (Applications must still be submitted within the 5-day enrollment period).
- The Management Office will have instructions for eligible Members regarding dock/slip or rack assignments, including a map of the docks and the Member's assigned slip or rack space.
- Members will also be asked to provide information about their boat, which will be kept on file in the Management Office. Information will include boat type, brand name, length, color, and NYS ID#, if applicable.

## **GENERAL BOAT/DOCK RULES**

- Members registering any electric powered boat must submit proof of valid boat insurance at the time of registration, which the EGPOA Management office will keep on file. Members are required to maintain valid boater liability insurance to be eligible to use their electric powered boat on any EGPOA Lake. Boat registration and all EGPOA boating privileges will be revoked if any Member is found to be operating an electric powered boat without valid boater liability insurance on any EGPOA Lake.
- To protect against the introduction of aquatic invasive species, all users of the Lakes shall insure that their boats (including bilges and live wells), trailers, tow vehicles, clothing and fishing or other equipment are clean and free of any animal or plant debris before inserting them into, or using them in, any of the three EGPOA Lakes.
- All fisherpersons will be required to carry their Emerald Green ID while in boats and along the shoreline to ensure the community's ability to identify members in good standing. (Lake Louise Marie Country Club members entitled to use Lake Louise Marie have a boat sticker policy, to enable EGPOA Management to identify LLMCC members on the water, and they have no need to use EGPOA's shoreline or docks.

- All boats must be registered and Member-owners must place an identifying Emerald Green registration sticker on the **left-front (when seated in the boat)** of the boat. All types of watercraft must be registered and have an Emerald Green POA boat sticker to be used in any of EGPOA's three Lakes.
- Slips accommodate boats to a maximum of 14'6" in length. Rowboats, sail boats and paddleboats are eligible for slips; all other boats under 14' are eligible for rack storage space.
- Boats may be docked beginning Memorial Day Weekend or sooner if docks have been installed and must be removed by October 30<sup>th</sup> each year. Generally, docks will be in May 15 and out October 30<sup>th</sup> each year, subject to manpower availability.
- Chairs and other objects may not be left on the docks.
- All boats must be secured. All ropes must be 1/2 -inch braided marine line only. Ropes, buoys and bumpers must be in a manner consistent with the guidelines provided by the Association and are available from local stores.
- Members are responsible for securing their boats according to guidelines provided to minimize dock damage.
- Members are responsible for maintaining their boats to prevent accumulations of more than 6" of water.
- Boats that are kept anywhere at EGPOA (including in the Boat Docks / Slips or Boat Storage Area) are at the Member's own risk and Members will be held accountable and liable for any damages to EGPOA property as a result of neglect or accident.
- Members must sign the below Waiver & Release when they pay for their slip/rack space, indicating, among other things, that they have read and understand the rules and regulations and will abide by them.

## **VIOLATIONS & FINES**

### **Violations Procedures**

- Fine amounts will be assessed according to the guidelines set forth above, and fine income will be deposited into the Lakes Maintenance Fund.
- Violating Members will be sent a letter to the address of record warning them that failure to rectify the violating condition within a specified period of time will result in recommendation of a fine, unless the violation is a "no warning" violation as specified below.
- The Management Office will forward all recommendations for fines to the EGPOA Board of Directors for approval before being charged to Member' accounts.
- In the event of a recommendation of a fine, the Member will be notified by certified mail that the Association intends to assess the Member's account, and the Member will be given an opportunity to appear before the EGPOA Board (or its designees for hearing fine disputes) to plead their case prior to any such fine.

## **Offenses and Penalties**

- Boats without stickers or improperly moored will be removed and the Member will be fined \$50.
- Members not in good standing caught using the amenities will be fined \$25 (no warning).
- Unregistered boats will be removed the Member will be fined \$50.
- Boats not removed by October 30<sup>th</sup> will be removed, the Member will be fined \$50, and the Member will lose storage privileges for the following season.
- Any Member found in violation of any combination of the above two or more times in a season will result in the Member's waterfront privileges being suspended and the Member being ineligible for waterfront storage the following season.

**\*\*Any maintenance/service issues must be reported to the Management Office at 845-796-2410\*\***

## **II. Waiver & Release (Must be completed and on file before use of Docks / Slips)**

I, the undersigned, have read and understand the EGPOA Boat and Dock Policy. I acknowledge use of Docks / Slips and Lakes entails known and unanticipated risks that could result in physical or emotional injury and possible death, and I further understand such risks cannot be prevented.

I acknowledge and agree that I am responsible to EGPOA for any and all damages caused by use or misuse of the facilities, property or equipment at the Docks / Slips. I further acknowledge and agree that I am fully responsible to EGPOA for any and all damages caused by my guest(s) for such guest(s) use or misuse of the facilities, property or equipment at the Docks / Slips, and I agree to pay the cost of any such damage to EGPOA upon demand.

I understand that in the event of accident or injury, I will seek immediate medical attention and acknowledge that EGPOA does not legally owe me a duty to take any action on my behalf.

In consideration for being permitted to use the Docks / Slips, and because I assume all risks involved, I hereby agree that I am solely responsible for any and all resulting personal injuries, damages to or losses of my property which may occur as a result of my use, or arising out of my use of, and any rental at, the EGPOA Docks / Slips or any activity occurring during therein during my rental. In the event EGPOA or anyone acting on its behalf, is required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby voluntarily release, indemnify, and hold harmless Emerald Green Property Owners Association, its officers, directors, management, insurers and agents ("Releasees"), from any and all claims, demands, damages, rights of action or causes of actions, present or future, arising out of my use of, and any rental at, the EGPOA Docks / Slips or any activity occurring during therein during my rental, including any injuries arising from the negligence of the Releasees or otherwise, to the

fullest extent permitted by law. I further state that I am at least eighteen (18) years of age and fully competent to sign this document; and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

**I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE AND WAIVER OF LIABILITY AND I AM GIVING UP RIGHTS BY SIGNING THIS DOCUMENT. I AGREE NO ORAL REPRESENTATIONS, STATEMENTS AND INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY SUCCESSORS MIGHT HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST EMERALD GREEN PROPERTY OWNERS ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGEMENT, INSURERS AND AGENTS FOR ANY INJURY OR DAMAGE SUSTAINED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(Member Signature)*

\_\_\_\_\_  
*(Member Name, Printed)*

\_\_\_\_\_  
*(Street Address)*