Millbrook Homeowner's Association

Boat Owner's Rules and Regulations

These Rules and Regulations are a compilation of the many comments and requests of Millbrook's Members and have been carefully structured to create, to the maximum extent possible, an equal availability of services and amenities and to promote harmony. By your gracious agreement to abide by them you become one of our considerate, understanding and mutually supportive Membership and entitled to all Member privileges.

Administration

- All boat owner slips are the property of Millbrook Home Owners Association. A property owner is only a renter of these slips and possesses no ownership rights, in any or all manner, to the slips in any form.

- Millbrook Home Owners Association has the authority, in its sole discretion to move any property owner who is renting a slip for reasons of necessity at any time to another slip of its choosing.

- Only Millbrook property owners in good standing may have use of a boat owner slip.

- Boat slips are non-transferable upon sale of a home or lot.

- Millbrook's docks will be removed during the fall work weekend. Members should have their boat removed before this time. Millbrook is not responsible for any boat left after the docks are removed during the fall work weekend.

- Homeowners and/or property owners who have committed to build within six (6) months, who pay their dues, slip buy-in fees in full by the due date (February 1st) will maintain their slip privileges and will maintain or obtain their slip assignment by March 1st.

- Homeowners who relinquish their slip privileges by failing to remain a homeowner in good standing (paying their dues and slip fees in full) or by violating Association rules, do so with the knowledge that to regain slip privileges, they must reapply as called for in this policy and the current buy-in fee.

- On March 1st - assigned and tentatively assigned slips that have not been paid in full will be returned to the inventory of slips available for rental. The Millbrook Dock Master will then assign the remaining open slips to those awaiting rental requests. Tentative assignments will be communicated and confirmed by Millbrook Homeowner Association receipt of the slip fee by the last Saturday in April otherwise the slip will be returned to the inventory of slips available for rental.

- Any abandoned boat left in the Millbrook Homeowners Association slip after moving from the community shall give up any and all rights to the boat owner's docks. Millbrook Homeowners Association holds the right, in its sole discretion, to make necessary decisions for the removal or storage of such boats (with any related costs being billed to the last boat owner) so that current or potential renters have every opportunity to rent that water slip.

- Sunken or partially sunken boats are not permitted. All such craft are subject to removal from Millbrook Home Owner Association docks at the owner's expense.

Member Responsibilities

- Members are responsible, at all times, for the conduct of the children and guests of Member and compliance with all rules, regulations and protocol. Members must ensure that their children and guests do not offend other people on the premises or damage any of Millbrook's facilities. Members hereby agree to co-operate with the Millbrook Homeowners Association in the enforcement of proper behavior and at the request of Millbrook to require their guests or members of their family to leave the premises in the event of any inappropriate behavior.

- Members shall be responsible for any damage arising from Member's use, including but not limited to vessel fire & explosion, improperly securing Member's boat, collision with other boats or Millbrook Homeowner Association docks, sinking, or any other negligent, accidental, or intentional damage to docks or other property.

Health & Safety Standards

- Members shall comply with ALL safety, health, and fire standards.
    - Open flames and barbeques are STRICTLY PROHIBITED anywhere on the docks and aboard Member's vessel while docked in a Millbrook slip.
    - No vehicles are to be parked or operated on or along the walkway to the boat dock. The only exception to this PP&L regulation is work weekend
    - There shall be **NO** swimming NO DIVING or water sports allowed ANYWHERE inside the dock area.
    - Fishing is not permitted from swimming, diving, and boat ramp docks or in the general beach area. Fishing shall only be permitted from boat slip docks on weekdays.
    - No Sun bathing shall be permitted on the boat ramp docks.
    - Children under the age of 10 are not permitted on the boat docks without adult supervision.
    - Youths under the age of 18 are not permitted on the boat docks without adult supervision after dusk.
- Members will at ALL TIMES comply with No Wake zones and buoy markers.
    - No Wakes Within 100' Feet of the dock area.
    - No Loitering or Horseplay Allowed on the docks.
    - No Boat Mooring at the Ends of the Docks.
- Members shall comply with all Pennsylvania State Laws including Environmental Laws.

- Vessels with bathroom facilities must have a Black Water holding tank. Black Water discharge into the lake is prohibited.

- Washing boats such that non-environmentally friendly soap, detergents, cleaners, solvents or other chemicals being discharged into the lake or anywhere on-shore upon premises is prohibited.

Personal Property

- Personal property of any kind may not be stored anywhere on slips, docks, walkways areas.

- Members shall remove ALL garbage, trash and waste in the proper and healthful fashion and keep their boat clean and free of unsightly debris at all times.

- Upon termination of the slip rental for any reason Members are responsible for removing all personal property from docks. Any items not removed at time of termination shall be deemed abandoned and shall become property of Millbrook Home Owners Association.

- Anyone Caught Tampering with the Boats or Docks Will Be Prosecuted.

Alteration to Dock Structure

- Members are prohibited from making any additions, improvements or modifications of any kind to slips, docks or walkways without the express prior written permission of Millbrook Homeowners Association. Only exceptions to this rule are the items listed in the "Securing your Boat" section.

Securing your Boat

- You are required to install protective guarding on the docks at all locations where the boat may come in direct contact and/or secure your boat in a manner in which the boat remains as far back as possible as to not come in contact with the dock.

- Rope used to secure boats must be ½" or larger and of no less quality than double gold braid.

- All boats shall have a minimum of two (2) lines tied from the boat to the dock. One shall keep the bow and the other shall keep the stern of the boat from making contact with the dock.

- It is the responsibility of Member to properly secure their boat at all times.

- All protective bumpers and any hardware or items attached to the docks should be removed at the end of the boating season. Millbrook is not responsible for any damage or theft of any hardware from your slip. If you do not remove your hardware you leave such items at your own risk.

- Styrofoam, fire hoses or tires May Not Be Used.

Trailer Storage

- Boat trailers are ONLY to be parked in the assigned trailer area of the parking lot. Trailers may not to be stored overnight or on a continual basis in the parking lot.

Requirements, Limitations and Restrictions of Occupancy

- Storage is limited to one boat per slip or space, and is only for the storage of the boat identified in the Member's rental contract. A change of boat being stored and/or change in boat ownership requires IMMEDIATE notification to Millbrook Homeowners Association and execution of any new documentation required by Millbrook's dock master.

- A current copy of the boat registration and Millbrook Homeowners information forms are required before the watercraft is docked in a Millbrook Homeowners Association slip.

- Due to the amount of water space between the slip fingers, your watercraft cannot exceed twenty-five (25) feet in length, and/or eight and 1/2 (8-½) feet in width.

- Due to the design and specifications of the docks and slip fingers, your watercraft cannot exceed eight thousand five hundred (8,500) lbs. in gross weight of the vessel.

- Member acknowledges that Millbrook Home Owners Association reserves the right to withhold this privilege if Millbrook's Dock Master decides it cannot reasonably and safely accommodate the watercraft in the slip for any reason.

- Member's boat MUST occupy Member's contractually assigned slip AT ALL TIMES. Member IS NOT ENTITLED to place THAT SAME BOAT in ANY OTHER slip without informing and receiving the approval of Millbrook's Dock Master in advance, and executing any documentation required at the sole discretion of Millbrook's Dock Master.

- Only the watercraft which is registered with Millbrook Homeowners Association is the only boat permitted in that slip. If you are purchasing a new boat or you will be using a different boat besides your own, the Millbrook Dock Master must be notified of the change in advance.

- Each slip is limited to one 'Member Primary Contact' for receipt of ALL communications from Millbrook Homeowners Association. It is the responsibility of the Member Primary Contact to relay ANY communication from ALL other account participants.

- Only Member's immediate family living in the same household may have use of the slip.

- Members cannot lend or borrow their slip to anyone.

- No Member, Guest or any of the boating public is entitled to take occupancy of ANY unoccupied slip for boat parking, including behind a slipped boat, for however brief a period.

- Member agrees that Millbrook may, at its sole discretion and without prior notification to and/or approval of Member, enter upon Member's boat and if necessary move Member's boat in cases of emergency, threat to property or public safety.

Rental Slip Requirements, Limitations and Restrictions of Occupancy

- Any person(s) who rent(s) a Millbrook Homeowners Association MUST comply with all Millbrook Homeowners Association Boat Owners Rules and Regulations.

- Millbrook property owners must request a rental slip in writing and send the request and commensurate slip rental fee to Millbrook Homeowners Association, P.O. Box 37, Greentown PA 18426-0037.

- All request will be dated on the date of receipt and added to one of two waiting list:

    - The first waiting list will be for an existing homeowner that is requesting their first slip.

    - The second waiting list will be for an existing homeowner requesting a second slip.

    - A first slip for a lot owner will be added to the second slip waiting list.

- Requests that are submitted on the same date will be handled in the following manner:

    - The first waiting list will manage each request for the original date submitted, the first waiting list request will roll from year to year until the request is completed.

    - The second waiting list request will need to be submitted for each boating season. The request will be handled by the seniority of the request. The seniority of the request means the date that it has been submitted and the amount of times a second slip request has been continuously submitted for each boating season.

- When a slip becomes available, the Millbrook Dock Master will notify the first person on the waiting list. The property owner will have a grace period of ten (10) days to respond to the offer of the available slip. If there is no response, the slip will be offered to the next person on the waiting list.

    - Should a member neglect to respond or you decline this offer for 2 consecutive years, that member will be considered 'inactive' on the list and will no longer be offered a slip without another written request.

- All slip renters are financially responsible for any damage caused by their boat.

- A homeowner can sublet their slip by notifying the Millbrook Dock Master of the request, all sublet fees will be paid to Millbrook Homeowners Association only. Millbrook Homeowners Association will reimburse the homeowner requesting to sublet their rental fee only after the slip has been rented. A homeowner may sublet their slip without penalty for two consecutive years, if the homeowner request to sublet their slip for a third year and there is a waiting list for homeowners requesting a first slip, the homeowner requesting to sublet their slip will automatically lose their slip and the initial buy in fee will be reimbursed.

- All rentals shall be charged the full yearly rent amount.