

## **Longtown Landing Yacht Club Dock Rules & Regulations**

**Longtown Landing Yacht Club is located on Lake Eufaula, in and for the use of the Longtown Landing residents. This Rules and Regulations Agreement is for those parties who own one or more boat slips in the Longtown Landing Yacht club, their family members and guests.**

**All water craft slip owners must be members of Longtown Landing Yacht Club, herein referred to as ( the Club), and those parties owning a slip in the Club hereby agree to all rules and regulations set forth herein.**

- 1. Slips will be used for the storage of boats and personal water craft only. All boats, personal water craft and lifts must be maintained in good, working and aesthetically nice condition.**
- 2. Slips will be maintained in a safe condition. Any slip not maintained by owner will be repaired by the Club and all cost will be billed to owner if, upon receipt of notice by the owner, he fails to make requested repairs and/or changes.**
- 3. Only Hydra Hoist or similarly approved floatation with at least two or more air cylinders will be approved for boat lifts. Single floats such as Econo Lifts will not be allowed.**
- 4. Slip spaces will be numbered and assigned to owners. See exhibit A attached hereto.**
- 5. All dock and common walkway areas must be kept clear of personal property and trash. Owners are responsible for their guests and family members.**
- 6. Slip owners will be liable and responsible to the Club, for any and all actions personally, and that of their guests and/or relatives. Any damages resulting from their actions or inactions shall be paid for by that slip owner. Each owner shall also be liable and hold others harmless for any loss or damage to the dock and the water craft of others and for any pollution to Lake Eufaula.**
- 7. All slip owners will be required to carry their own insurance on all water craft stored in dock slips, a copy of which may be requested by the Club from time to time.**
- 8. Storage lockers will be limited to 24" (deep) x 48" (wide) x 72" (height). All lockers will be mounted over hanging slip area and may be placed on no more than 6" of the decking on head pier or finger. No storage lockers will be allowed to overhang the outside of the dock or be mounted on the decking of dock.**
- 9. The yearly membership dues will be assessed each slip, to cover hazard insurance on the dock and estimated maintenance of dock, walkway, and electrical service. This will be determined by majority vote of the Club board. A copy of the policy will be provided upon request.**
- 10. Each owner shall be entitled to reasonable use of electricity while on the dock. Excessive use, as determined by the board, may be curtailed or billed to the slip owner as deemed appropriate or request the slip owner to install a separate meter at their expense.**

11. No slips shall be owned or sold to anyone or entity that doesn't own real property in Longtown Landing addition. If an owner of a slip wishes to sell his or her slip, they will be limited to sell only to current property owners inside the Longtown Landing addition.
12. No slip may be leased, assigned or used by any persons outside of Longtown Landing residential addition owners.
13. No change to dock or slip area will be permitted without written permission from the Board. No changes, additions, or attachments to head, pier, fingers, walkway or roof may be made without written permission from the Board.
14. No motorized vehicles will be allowed on the walkways or dock except for ADA devices such as wheel chairs. All other vehicles must be parked near the entrance of walkway, however, no closer than 15 feet to insure open access, and absolutely no cars or trucks can be used on Corp. of Engineers Property or cart paths.
15. Acceptable behavior will be required by all owners, owners' guests and relatives. Loud noise and/or music will not be tolerated and no music will be allowed after 10 p.m. whatsoever.
16. All owners, owners' guests, relatives and/or workers enter dock at their own risk. The Club and its' Board will not be liable to any slip owners, their guests or relatives for actions, injuries, or damages caused by any slip owner and/or their guests or relatives.
17. All owners shall operate their water craft in a safe manner in and around the dock and shall not operate boats in a manner to create a disturbing wake.
18. No "For Sale" signs shall be placed on the dock or boats, while in the dock and no charter or other commercial endeavor shall be operated from the dock.
19. No construction materials, canoes, kayaks, sailboats, grills, tents, etc., are to be left on Lake shore during the fall, winter, or spring months.
20. This contract shall be construed under the Laws of The State of Oklahoma.

It is the intention of the above rules to protect and create harmony to all slip owners. The Board, which will oversee the rules and day to day operations, will be determined by a majority vote. Each slip will be assigned one vote, likewise, the Owners will have one vote for each slip he or she owns.

Changes to Longtown Landing Yacht Club Dock Rules & Regulations shall require a 60% vote to amend.

The Board will determine, each year, how much membership dues will be assessed for dock expenses such as insurance, electric, light bulbs, repair work, etc. Also any Special Assessments that might be needed in case of emergency action or large repair, as necessary, may be billed by Club Board. Late payment will be assessed a penalty of 10%, per month, on any balance not paid after 30 days of any billing. Any cost for collecting dues or enforcing this agreement, such as Attorney fees, court costs, etc., will be paid by delinquent slip owner or the party that breaches this agreement as set out above.

The Board starting in July, 2012, shall consist of Dave Humke, Jim Quigley, and Kirk Whitman.

A yearly meeting will take place on or about the 1st of July. Owners will be notified, in advance, by mail, e-mail, or phone. All owners are encouraged to attend these meetings, having input and/or suggestions for the common enjoyment of the Club members.

**Dock Space Agreement  
Longtown Landing Yacht Club**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Longtown Landing Address \_\_\_\_\_

Alternate Address & Phone \_\_\_\_\_

Dock Space # \_\_\_\_\_ Email \_\_\_\_\_

Agreement and adherence with the Longtown Landing Yacht Club Dock Rules and Regulations for 2012 (attached) is required. By signing this agreement, you agree to abide by all rules and regulations as stated.

Your slip will be covered by the Longtown Landing Dock Insurance when your annual membership dues are paid in full. Please send a copy of your boat insurance with the payment, as the dock insurance does not cover any damage to boats, only the dock itself.

This agreement must be renewed and is not transferable.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Board Member \_\_\_\_\_ Date \_\_\_\_\_