

# **Braden Castle Association Rules Governing Wet And Dry Docks And Boat Ramp Usage**

## **Revised February 1, 2021**

1. Hereafter, a prospective renter of wet or dry dock space must be approved by the Park Manager and must be an HOA Home Owner or Mobile Home Owner in Braden Castle Association (Association). The prospective renter must be in residence in the community for at least 30 days during the calendar year and will forfeit their slip if they fail to comply with the 30-day residence requirement. The residency requirement may be waived by the Park Manager, after discussion with the Dockmaster, for extenuating circumstances of a temporary and non-recurring nature .ie Covid,travel restrictions other.
2. Before the Dockmaster approves the renting of a wet or dry dock space, the Park Manager must first determine that the prospective renter is an HOA Member in good standing with the Association, or is a Mobile Home Owner in good standing. No application for a space will be approved unless and until the applicant provides documentation showing them to be the owner of the boat and/or trailer that is duly licensed, registered, and up to date. Failure to keep the boat/trailer properly licensed and registered, or failure to keep the boat/trailer in clean, operable condition will result in forfeiture of the wet/dry dock space. Renter will remove their boat/trailer from the forfeited wet/dry dock space within 30-days. If the renter fails to remove their boat/trailer, removal of the boat/trailer from Association property by the City of Bradenton or by the Board will be at owner's expense.
3. Only one wet and/or dry dock space will be allowed per individual or household. Current wet slip piling widths of 10 feet prohibit accommodation of watercraft exceeding 8 ½ foot beam width. Boat length is restricted to 24 feet due to concerns with water depth. The Dockmaster is solely responsible for slip assignment from those available after discussion with the renter regarding boat specifications and suitability. If necessary, a waiting list will be established until a suitable space is available.
4. No third party owned boats or trailers will be permitted to use the Association's wet/dry spaces or launch a vessel at the boat ramp. No sub-leasing or "lending" of such spaces is allowed.
5. All leased wet and dry dock spaces shall be used solely for the docking and storage of boats and their boat trailers. Unless provided in other Association Regulations, no boats or trailers will be permitted to be stored or temporarily parked on Association property other than in the approved wet and dry dock area. With approval of the Dockmaster, other marine relevant items may be stored temporarily in the marina or dry dock areas as part of maintenance or repair projects to boats, lifts, piers, docks, trailers, etc.
6. Wet and dry dock spaces will normally be rented for a calendar year and may be renewed from year to year. Fees are payable January 1st and past due after January 15th of each year. Failure to timely pay the fees will result in forfeiture of the leased space. (See #2 for boat/trailer removal specifics). Renewals will only be made to those individuals who have maintained their good standing in the Association or mobile home community and who are in compliance with the rules set forth in this document.

**7.** Fees for wet and dry dock spaces shall be established by the Board of Directors.

\*\*\*Rental fees are non-refundable.\*\*\* The current fee is \$200 per year. However, initial renters may receive a prorated fee as follows:

**First Quarter** of year through December 31 = \$200.00

**Second Quarter** of year through December 31 = \$150.00

**Third Quarter** of year through December 31 = \$100.00

**Fourth Quarter** of year through December 31 = \$ 50.00

**8.** Should a renter of a wet or dry dock space sell or dispose of their boat with no immediate plans to continue the use of the rented space, or if a wet or dry space is forfeited for any other reason, the Association may rent such space to another qualified applicant. A reasonable time for vacating the space may be allowed but not to exceed 30 days unless the Dockmaster finds extenuating circumstances. Failure to meet these requirements may result in forfeiture to the Association of any improvements added to the rental space. An exception is made in #9 for wet slips with a boat lift.

**9.** Generally, in consideration of the renter's substantial effort and expense usually involved in wet dock spaces improved by an apron and boat lift, and the length of time it may take to find a buyer, the lift shall remain installed in the slip while attempting to sell it, with the following stipulations. Provided other spaces are available, the renter of a space containing a lift may retain their control of the space for the balance of their rental period which may be renewed or extended for a period to encompass at least one full 'winter' season subject to Dockmaster approval. When the boat lift is sold, the slip will be assigned to the new boat lift owner. However, if no other wet slips are available and an applicant and lift owner are unable to come to a fair value agreement for the boat lift, the slip renter must remove the lift. Understanding the seasonal nature of boating equipment sales, it is suggested that the seller begin their effort to sell or remove their improvements at the earliest possible.

**10.** Be it understood that Braden Castle Association, Inc. is the sole custodian and manager of all wet and dry dock spaces. Any individuals desiring to repair, modify or improve their wet or dry dock space must first present a written request to the Park Manager describing, in detail, the nature of the changes to be made. Before approval, the Dockmaster will review the request to assure that the request is reasonable and that there will be no damage or disruption to the safe and pleasurable uses of the boating facilities. Such efforts will be at renter's own expense and may require licensed professionals. Similarly, removal of any improvements must also be reviewed by the Dockmaster. No improvements to the wet slip can be attached to the main pier.

**11.** All wet slip additions, walkways and lifts shall undergo an annual oversight inspection by the Dockmaster, or his assignee, to assure that structural soundness and safe conditions exist on docks, aprons, catwalks, dock fingers, boat lifts and all other structures pertaining to wet slips and boats on the water or on a lift. Repairs and improvements must be well constructed and maintained in good condition. Violations found on aprons, catwalks, dock fingers and boat lifts must be brought into compliance within a 30-day period by the wet-slip renter. Safety-related issues may result in the offending wet-slip to be rendered unusable until repairs are completed. After 30-days, compliance repairs made by the Association will be at the renter's expense.

**12.** These Rules are established by the Braden Castle Association, Inc. Any future changes will be by majority vote of the Board of Directors. Failure to abide by these Rules, or maintaining good standing in the Braden Castle Community will lead to forfeiture of all wet/dry dock space, use of boat launch ramp and fees paid.

**13.** By signing this application, a renter of any wet or dry dock space agrees to hold the Braden Castle Association, Inc. ("Association") and its Board Members harmless from any damage to their boat or any equipment that the owner stores on his boat including, but not limited to, theft, vandalism, weather or accident. In addition, the renter also agrees to hold the Association and all its Board Members harmless from any personal injury to any renter or renter's guest that may occur in and around the wet docks, dry docks and boat ramp (except in cases of gross negligence by the Association). All renters are encouraged to purchase insurance to cover their boat and equipment.

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Dockmaster Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

