

Wrinkle Point Marina

RULES & REGULATIONS

2023

1. OWNERSHIP & LIMITATIONS

- a.** The Marina is owned and operated by the Wrinkle Point Association, Inc. and subject to the Rules and Regulations as approved by the Board of Directors. All boat owners agree to observe the following Rules and Regulations regarding the rental of Wrinkle Point Association boat slips.
 - i.** Boat slips may only be rented by a Wrinkle Point Association member for their personal boating use. Commercial usage of the Marina is not allowed.
 - ii.** All boats must be registered in the name of the Association member and proof of registration provided to the Director of the Marina.
 - iii.** All boats (including those at the dinghy dock) must carry a minimum of \$300,000 liability insurance coverage to protect the Wrinkle Point Association against all damages or injuries incurred. Proof of insurance coverage must be provided to the Director of the Marina.
- b.** All slips are subject to availability and Association members are limited to only one (1) slip. Only one member per household is eligible for a slip, regardless of the number of houses they own or are primary trustees for those homes held in trust.
- c.** All boats in a slip must be at least 70% of the official slip length as measured from the tip of the bow pulpit to the end of the engine or more commonly known as the Length Overall (LOA), and the boat cannot be any longer (again measured by the LOA) than 2 feet beyond the official length of the slip. Boats registered and assigned a slip during the 2019 season and prior will be considered Pre-existing. Effective January 1, 2020, these restrictions will apply to all new/used boats that replace boats previously deemed pre-existing and to all new slip assignments, including boats previously deemed pre-existing that are reassigned to a new slip pursuant to the reassignment procedures set forth herein.
- d.** All boats must be in their slips by June 30, unless an exemption is granted by the Board. Any slip holder that does not have the appropriate boat in their slip by June 30 will lose their right to a slip for that year but may resubmit their name to be on the waiting list.
- e.** Each year all members of the Seniority List must submit:
 - i)** A copy of the current boat registration.
 - ii)** Proof of insurance.
 - iii)** A completed copy of the marina slips application.
 - iv)** Slip rental payment
- f.** Information must be submitted before the member will receive a new contract. To remain on the Seniority List, all members must comply with the above requirements and payment of their annual slip rental fee with an executed

contract. Payment and documentation must be received by May 15th and payment for any assessments levied must be received no later than 30 days after their due date in order to maintain a slip holders' position on the seniority list.

- g. If the supply and demand allow, Association members may request an additional "temporary slip" at the discretion of the Director of the Marina.
- h. Because of shoaling and tides certain slips may be designated as restricted in access as the water will be too shallow for a boat to either leave or enter the slip. For those so designated slips, a reduction in fees, as set each year by the Board will be established, and any wait listers offered a restricted access" slip but choose not to accept it, will not lose their seniority position on the waitlist.
- i. If they are unaccompanied by an adult, children under the age of 12 must wear a Coast Guard Approved personal flotation device when on the docks. An adult is defined as a parent or other responsible person 18 years of age or over.
- j. Swimming, diving, and fishing may not be permitted from the docks.
- k. In the event of a severe storm or hurricane, the owner is solely responsible to take all emergency measures possible. Wrinkle Point Association, Inc. does not assume any responsibility for said protection and/or damages to the owner's boat.

2. ELIGIBILITY REQUIREMENTS

- a. The Marina is owned and operated by the Wrinkle Point Association, Inc. and Only individuals who meet the requirements in the Wrinkle Point Association, as dictated in Article III of the Wrinkle Point Association By-Laws will be eligible for a slip in the Marina.
- b. Should a slip holder die, the legally married spouse of the slip holder will be allowed to maintain the slip and seniority position, as long as the boat registration is in the surviving spouse's name within one year. However, should that spouse then die, the slip is not passed on to the children or a subsequent spouse, but becomes available to the other slip holders according to the Assignment of Slips procedure.
- c. If a slip holder is no longer a member of the Wrinkle Point Association either because they have sold their home or no longer wish to be a member of the Association, they lose their right to rent a slip or be on the Wait List.
- d. If a current member and slip holder or wait lister sells their existing home in Wrinkle Point with the intent of buying another home in Wrinkle Point, they can stay as a slip holder or wait lister in the same seniority position by showing the Marina Director, within 60 days of the sale of the first home, a purchase and sale agreement of the new Wrinkle Point home with a closing date no longer than 120 days from the date of the Purchase and Sale agreement , unless specifically exempted by the Board.
- e. If a house within Wrinkle Point is owned by multiple owners and all owners are members of the Wrinkle Point Association only one person of those multiple owners is eligible for a slip. If that individual relinquishes either their slip or position on the waiting list the other owners of that home cannot take his place. The new individual will be placed at the bottom of the wait list.

3. WAIT LIST

- a. To remain on the Wait List, an annual fee, determined by the Board of Directors, must be paid by May 15 after the first year they are placed on the Wait List in order to remain on the Wait List. Failure to pay the annual wait list fee will result in their removal from the wait list and their \$1,000 deposit will be refunded.
- b. If all the slips are filled, any Wrinkle Point members who wish to be placed on the Waiting List will be required to deposit \$1,000, with the Treasurer, which will be refunded upon the acceptance of an available slip or upon their request for removal from the Waiting List.
- c. For any member that chooses to accept a slip from the Waiting List, the slip fee will be due within ten (10) business days; the slip may remain vacant for only thirty (30) days. If after that time the slip remains unoccupied by the designated boat, the slip fee will be forfeited, and the slip will be offered again to the individual holding the top priority on the Waiting List.
- d. Any member accepting a slip off the Waiting List who either does not pay the slip fee within ten (10) business days or does not occupy the slip with the designated boat within thirty (30) days will be dropped to the end of the Waiting List and forfeit their slip.

4. AREA FOR PRAMS OR DINGHIES

- a. When space is available, Association members may tie-up a boat, pram or zodiac to the backside of the Marina's main dock, which is not an official slip.
- b. The vessel must be no more than 12 feet in length and cannot have a rating of more than 8 horsepower.
- c. This space is not an official slip under the Marina rules and use of this area does not affect an individual's seniority or waiting list status.
- d. If the boat has a motor, Association members must provide a copy of their current year's boat registration, and a certificate of insurance for the current year, with a minimum of \$300,000 liability insurance.
- e. The Marina tie-up fee is set annually by the Board of Directors and must be paid before a boat is tied up to the dock.
- f. Prams or dinghies can only be placed if the Marina Director determines that there is space.
- g. The Marina Director will determine how many spots that are available for Prams and Dinghies.

5. ASSIGNMENT AND ALLOCATION OF SLIPS

- a. Due to the size restrictions of the Wrinkle Point Marina, the available supply of slips may not always satisfy the demand of existing Association members. The Director of the Marina will maintain a Seniority List, which is prioritized by the member's continuous years of slip rental.
- b. In the event that the demand for slips exceeds the available supply then a Waiting List will also be maintained which will be prioritized by the date of the member's initial slip request.
- c. When a slip becomes available the Director of the Marina will conduct a meeting of all current slip holders and those on the waiting list, according to the following procedures:

- i. The availability of slip will be communicated to all existing slip holders and wait listers via email. The email listed in the most current directory will be considered as the official email address of the existing slip holder and wait lister. It is the responsibility of the slip holders and the wait listers to check their email and to communicate any changes in email addresses to the Board.
- ii. The slip reassignment meeting will be held no later than April 30, scheduled at the discretion of the Marina Director. The meeting will be held at the clubhouse where an existing slip holder will have the option of taking the new slip based on their seniority. If an existing slip holder does want to change their position there is no need to attend this meeting, and there is no change to his position on the Seniority list. If the slip holder is unable to attend the meeting in person, he can authorize another Wrinkle Point member to be their proxy.
- iii. If after asking all the interested slip holders based on their seniority that there is a slip available and if a slip is still available it will be offered to those on the Wait List, based on their seniority of being on the wait list. **Attendance by those on the wait list (or their proxy) is mandatory if they wish to be considered for a slip, including “restricted slips.”** Proxies by members of Wrinkle Point will be allowed. If a person on the wait list is offered a slip and chooses to not accept the slip or is not in attendance at the meeting, then that person will stay on the wait list but will drop to the bottom of the Wait list, unless the offered slip is categorized as a “restricted slip.” If the offered slip is “restricted” and the wait lister does not want the slip they will NOT be dropped to the bottom of the list.
- iv. Upgrading to a larger boat must be approved by the Marina Director **to ensure it is compliant with the Marina rules** before it is allowed in a slip. Failure to do so may result in the loss of slip.

6. SLIP RENTAL FEES

- a. The Marina slip rental fees are reviewed annually and may only be adjusted with approval by the Wrinkle Point Association Board of Directors.
- b. Boat length for slip fee is calculated by the total length of boat(LOA) or slip length whichever is longer. LOA includes bow pulpit, bow sprit, and swim platform.
- c. The slip rental period is strictly seasonal from May 1 to November 1.
- d. Any slip not used by a paid member during the season may be re-rented by the Marina at the discretion of the Marina Director.
- e. The original fee is non-refundable.
- f. Each year the Board will set fees for 1) full seasonal (May 1 to November 1) rentals, 3) dinghy area, and 4) post season rentals (Labor Day to November 1).

7. CAPITAL IMPROVEMENT/MAJOR REPAIRS FUNDING

- a. Should the Board determine that the marina requires either capital improvements or major repairs beyond normal maintenance, and the Board does not wish to ask the entire Wrinkle Point membership to fund this, then the slip holders will be asked to pre-pay a portion of their slip fees.
- b. The Board will also determine over what time frame this prepayment will be credited to the payment of current slip fees.

8. NOTIFICATION OF MARINA RULES AND REGULATIONS

- a. Marina rules and regulations will be printed in the Annual Directory as well posted on the Wrinkle Point website.
- b. All new slip holders and wait listers will receive a copy of the Rules and Regulations
- c. When the Marina contracts are sent to the existing slip holders, also attached will be the regulations and the slip holder will sign a document stating that they “have read and understand the rules and regulations and will abide by them.”
- d. All wait listers will also receive a copy of the rules and regulations and will sign a document stating that they “have read and understand the rules and regulations and will abide by them.”
- e. Any infraction of the above Wrinkle Point Marina Rules & Regulations by the owner, shall at the option of the Wrinkle Point Board of Directors, cancel this contract upon 10 days’ notice, and the owner shall forthwith remove their boat.
- f. Members using a boat slip does so at their own risk and the Association shall not be liable for any damage to the member’s boat or other property.

9. GLOSSARY

1. The primary dock is also known as the main dock or the central dock that the finger docks are attached to.
2. The finger dock, which extends from the primary pier.
3. A boat or a marina slip is basically a **parking space** for your vessel.

Wrinkle Point Association

P.O. Box 301

West Dennis, MA 02670-0301

www.wrinklepoint.com